

**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): **February 20, 2018**

QUALCOMM INCORPORATED

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-19528
(Commission
File Number)

95-3685934
(IRS Employer
Identification Number)

**5775 Morehouse Drive
San Diego, California 92121**
(Address of principal executive offices) (zip code)

(858) 587-1121
(Registrant's telephone number, including area code)

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))

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.

Amendment No. 1 to Purchase Agreement

On February 20, 2018, Qualcomm River Holdings B.V. ("Buyer"), a private company with limited liability organized under the laws of The Netherlands and an indirect, wholly owned subsidiary of QUALCOMM Incorporated ("Qualcomm"), and NXP Semiconductors N.V., a public limited liability company organized under the laws of The Netherlands ("NXP"), entered into Amendment No. 1 (the "Amendment") to the Purchase Agreement, dated as of October 27, 2016 (the "Purchase Agreement"), between Buyer and NXP.

Pursuant to the terms of the Purchase Agreement, Buyer commenced a tender offer (the "Offer") to purchase all of the issued and outstanding common shares, par value EUR 0.20 per share, of NXP (the "NXP Shares"). Under the terms of the Amendment, the Offer Consideration (as defined in the Purchase Agreement) was increased from \$110.00 per NXP Share, net to the seller in cash, without interest, but subject to any applicable withholding taxes, to \$127.50 per NXP Share, net to the seller in cash, without interest, but subject to any applicable withholding taxes. In addition, Buyer and NXP agreed to reduce the Minimum Condition (as defined in the Purchase Agreement) to 70% of the outstanding NXP Shares as of the expiration of the Offer. Buyer has also agreed that it will not rescind or otherwise reduce any of the commitments that, as of the date of the Amendment, it has accepted or proposed to a governmental authority in connection with obtaining the approvals under the HSR Act, EU Merger Regulation and the Other Required Antitrust Approvals (each as defined in the Purchase Agreement).

Other than as expressly modified pursuant to the Amendment, the Purchase Agreement, which was filed as Exhibit 2.1 to the Current Report on Form 8-K that was filed with the Securities and Exchange Commission by Qualcomm on October 27, 2016, remains in full force and effect as originally executed on October 27, 2016. The foregoing description of the Amendment does not purport to be complete, and is qualified in its entirety by reference to the full text of the Amendment, which is attached hereto as Exhibit 2.1 and is incorporated herein by reference.

Tender and Support Agreements

Concurrently with entering into the Amendment, nine shareholders of NXP, including funds affiliated with Elliott Advisors (UK) Limited and Soroban Capital Partners LP, who collectively own more than 28% of the outstanding NXP Shares (excluding additional economic interests through derivatives), have each entered into a Tender and Support Agreement with Buyer (each a “Tender and Support Agreement” and, collectively, the “Tender and Support Agreements”). Pursuant to the Tender and Support Agreements, such shareholders have agreed to tender into the Offer all NXP Shares beneficially owned by them and not to withdraw any such NXP Shares previously tendered. They have also agreed to vote all NXP Shares directly or indirectly owned by them in favor of any proposal recommended by the board of directors of NXP (the “NXP Board”) that is intended to facilitate the consummation of the transactions contemplated by the Purchase Agreement and against (i) any action or agreement that would reasonably be expected to (A) result in a breach of any covenant, representation or warranty of NXP contained in the Purchase Agreement or the Amendment, or of such shareholder contained in the Tender and Support Agreement, or (B) result in any of the conditions to the Offer not being satisfied on or before the End Date (as defined in the Purchase Agreement) and (ii) against any Alternative Acquisition Proposal (as defined in the Purchase Agreement) (or any proposal relating to an Alternative Acquisition Proposal) and against any other proposed action, agreement or transaction involving NXP that would reasonably be expected, to impede, interfere with, delay, postpone, adversely affect or prevent the consummation of the Offer or the other transactions contemplated by the Purchase Agreement, including (x) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving NXP (other than the Offer or the other transactions contemplated by the Purchase Agreement), (y) a sale, lease, license or transfer of a material amount of assets (including, for the avoidance of doubt, NXP’s intellectual property rights and capital stock of its subsidiaries) of NXP or any reorganization, recapitalization or liquidation of NXP or (z) any change in the present authorized capitalization of NXP or any amendment or other change to NXP’s organizational documents. Under the Tender and Support Agreements, such shareholders have also agreed, subject to limited exceptions, not to transfer, assign or otherwise dispose of the NXP Shares beneficially owned by them prior to April 25, 2018 other than pursuant to the Offer; provided that such shareholders will remain subject to the tendering and voting commitments described above with respect to any NXP Shares that they continue to hold after April 25, 2018.

The Tender and Support Agreements will terminate upon the occurrence of certain circumstances, including (x) a termination of the Purchase Agreement in accordance with its terms, (y) a material breach of the Tender and Support Agreements by Buyer or (z) upon any modification, waiver or amendment to the Purchase Agreement in a manner that decreases the Offer Consideration, changes the form of the Offer Consideration or otherwise would be adverse to such shareholder with respect to timing or certainty of the closing of the Offer.

The foregoing description of the Tender and Support Agreements does not purport to be complete, and is qualified in its entirety by reference to the full text of each of the Tender and Support Agreements, which are attached hereto as Exhibit 10.1 through Exhibit 10.9 inclusive, and which are incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On February 20, 2018, Qualcomm issued a press release announcing the execution of the Amendment. A copy of the press release is attached hereto as Exhibit 99.1. In addition, on February 20, 2018, Qualcomm posted an investor presentation on its website at <http://investor.qualcomm.com> containing supplemental information regarding the proposed transaction and the Amendment. A copy of the presentation is attached hereto as Exhibit 99.2.

The information under Item 7.01 in this Form 8-K and in Exhibit 99.1 and Exhibit 99.2 shall be deemed “furnished” and not “filed” for the purpose of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, and shall not be incorporated by reference into any registration statement or other document. The information under Item 7.01 in this Form 8-K shall not be incorporated by reference into any registration statement or other document filed under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
2.1	Amendment No. 1, dated February 20, 2018, to Purchase Agreement, dated as of October 27, 2016, by and between Qualcomm River Holdings B.V. and NXP Semiconductors N.V.
10.1	Tender and Support Agreement, dated as of February 20, 2018, by and among Qualcomm River Holdings B.V., Arrowgrass Master Fund Ltd. and Arrowgrass Customised Solutions I Limited.
10.2	Tender and Support Agreement, dated as of February 20, 2018, by and among Qualcomm River Holdings B.V., D. E. Shaw Valence Portfolios, L.L.C., D. E. Shaw Kalon Portfolios, L.L.C., D. E. Shaw Orienteer Portfolios, L.L.C., D. E. Shaw Oculus Portfolios, L.L.C., D. E. Shaw Orienteer X Portfolios, L.L.C. and D. E. Shaw Asymptote Portfolios, L.L.C.
10.3	Tender and Support Agreement, dated as of February 20, 2018, by and among Qualcomm River Holdings B.V., Davidson Kempner International Ltd., Davidson Kempner Institutional Partners, L.P., Davidson Kempner Partners and M.H. Davidson & Co.
10.4	Tender and Support Agreement, dated as of February 20, 2018, by and among Qualcomm River Holdings B.V., Elliott Associates, L.P., Elliott Associates International, L.P. and Elliott International Capital Advisors Inc.
10.5	Tender and Support Agreement, dated as of February 20, 2018, by and among Qualcomm River Holdings B.V., Farallon Capital Partners, L.P., Farallon Capital Institutional Partners, L.P., Farallon Capital Institutional Partners V, L.P., Farallon Capital Institutional Partners II, L.P., Farallon Capital Offshore Investors II, L.P., Farallon Capital F5 Master I, L.P., Farallon Capital (AM) Investors, L.P. and Farallon Capital Institutional Partners III, L.P.
10.6	Tender and Support Agreement, dated as of February 20, 2018, by and among Qualcomm River Holdings B.V., HBK Master Fund L.P. and HBK Merger Strategies Master Fund L.P.
10.7	Tender and Support Agreement, dated as of February 20, 2018, by and among Qualcomm River Holdings B.V., Pentwater Capital Management LP.
10.8	Tender and Support Agreement, dated as of February 20, 2018, by and among Qualcomm River Holdings B.V., Soroban Master Fund LP and Soroban Opportunities Master Fund LP.
10.9	Tender and Support Agreement, dated as of February 20, 2018, by and among Qualcomm River Holdings B.V., TIG Advisors, LLC.
99.1	Press Release of QUALCOMM Incorporated, dated February 20, 2018.
99.2	Investor Presentation, dated February 20, 2018.

Additional Information and Where to Find It

common shares of NXP Semiconductors N.V. (“NXP”) or any other securities. Qualcomm River Holdings B.V. (“Buyer”), an indirect, wholly owned subsidiary of Qualcomm Incorporated (“Qualcomm”), has filed a tender offer statement on Schedule TO, including an offer to purchase, a letter of transmittal, and related documents with the United States Securities and Exchange Commission (the “SEC”) and NXP has filed a solicitation/recommendation statement on Schedule 14D-9 with the SEC with respect to the tender offer. The offer to purchase common shares of NXP is only being made pursuant to the offer to purchase, the letter of transmittal and related documents filed as a part of the Schedule TO, in each case as amended from time to time. THE TENDER OFFER MATERIALS (INCLUDING THE OFFER TO PURCHASE, THE RELATED LETTER OF TRANSMITTAL AND CERTAIN OTHER TENDER OFFER DOCUMENTS) AND THE SOLICITATION/RECOMMENDATION STATEMENT ON SCHEDULE 14D-9 CONTAIN IMPORTANT INFORMATION. SHAREHOLDERS OF NXP ARE URGED TO READ THESE DOCUMENTS, AS FILED AND AS MAY BE AMENDED FROM TIME TO TIME, CAREFULLY BECAUSE THEY CONTAIN IMPORTANT INFORMATION THAT SUCH HOLDERS SHOULD CONSIDER BEFORE MAKING ANY DECISION REGARDING TENDERING THEIR SHARES. Investors and security holders may obtain a free copy of these statements and other documents filed with the SEC at the website maintained by the SEC at www.sec.gov. In addition, free copies of these documents may be obtained by contacting Innisfree M&A Incorporated, the information agent for the tender offer, toll free at (888) 750-5834 (for shareholders) or collect at (212) 750-5833 (for banks and brokers).

Cautionary Note Regarding Forward Looking Statements

Any statements contained in this document that are not historical facts are forward-looking statements as defined in the U.S. Private Securities Litigation Reform Act of 1995. Words such as “anticipate”, “believe”, “estimate”, “expect”, “forecast”, “intend”, “may”, “plan”, “project”, “predict”, “should” and “will” and similar expressions as they relate to Qualcomm, Buyer or NXP are intended to identify such forward-looking statements. These forward-looking statements involve risks and uncertainties concerning the parties’ ability to complete the tender offer and close the proposed transaction, the expected closing date of the transaction, the financing of the transaction, the anticipated benefits and synergies of the transaction, anticipated future combined businesses, operations, products and services, and liquidity, debt repayment and capital return expectations. Actual events or results may differ materially from those described in this document due to a number of important factors. These factors include, among others, the outcome of regulatory reviews of the proposed transaction; the ability of the parties to complete the transaction; the ability of Qualcomm to successfully integrate NXP’s businesses, operations (including manufacturing and supply operations), sales and distribution channels, business and financial systems and infrastructures, research and development, technologies, products, services and employees; the ability of the parties to retain their customers and suppliers; the ability of the parties to minimize the diversion of their managements’ attention from ongoing business matters; Qualcomm’s ability to manage the increased scale, complexity and globalization of its business, operations and employee base post-closing; and other risks detailed in Qualcomm’s and NXP’s filings with the SEC, including those discussed in Qualcomm’s most recent Annual Report on Form 10-K and in any subsequent periodic reports on Form 10-Q and Form 8-K and NXP’s most recent Annual Report on Form 20-F and in any subsequent reports on Form 6-K, each of which is on file with the SEC and available at the SEC’s website at www.sec.gov. SEC filings for Qualcomm are also available in the Investor Relations section of Qualcomm’s website at www.qualcomm.com, and SEC filings for NXP are available in the Investor Relations section of NXP’s website at www.nxp.com. Qualcomm is not obligated to update these forward-looking statements to reflect events or circumstances after the date of this document. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of their dates.

EXHIBIT INDEX

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SIGNATURES

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

Date: February 20, 2018

QUALCOMM INCORPORATED

By: /s/ George S. Davis
George S. Davis
Executive Vice President and Chief Financial Officer

AMENDMENT NO. 1 TO PURCHASE AGREEMENT

This AMENDMENT NO. 1 (this "Amendment"), dated as of February 20, 2018, to that certain Purchase Agreement (the "Purchase Agreement"), dated as of October 27, 2016, by and between NXP SEMICONDUCTORS N.V., a public limited liability company (*naamloze vennootschap*) organized under the Laws of The Netherlands (the "Company"), and QUALCOMM RIVER HOLDINGS B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the Laws of The Netherlands ("Buyer"), is entered into by and between the Company and Buyer. Capitalized terms used but not defined in this Amendment shall have the respective meanings as specified in the Purchase Agreement.

WHEREAS, in accordance with Section 9.03 of the Purchase Agreement, the Parties desire to amend certain terms of the Purchase Agreement as set forth in this Amendment so as to, among other things, increase the Offer Consideration from \$110.00 per Share in cash to \$127.50 per Share in cash;

WHEREAS, as a result of the Asset Sale Resolutions having been adopted at the EGM, all references to "ninety-five percent (95%)" in the definition of Minimum Condition have been deemed to be references to "eighty percent (80%)" in accordance with paragraph (A) of Annex I to the Purchase Agreement (such deemed references, the "Minimum Condition Percentage");

WHEREAS, the Company Board has (i) determined that, on the terms and subject to the conditions set forth in this Amendment and the Purchase Agreement, this Amendment, the Purchase Agreement (as amended by this Amendment) and the Signing Transactions (as amended by this Amendment) are in the best interests of the Company, its business and strategy and its shareholders, employees and other relevant stakeholders, (ii) approved the terms and conditions of this Amendment, the Purchase Agreement (as amended by this Amendment) and the Signing Transactions (as amended by this Amendment) and the execution, delivery and performance of the Company's obligations under this Amendment and the Purchase Agreement (as amended by this Amendment) and (iii) resolved, on the terms and subject to the conditions set forth in the Purchase Agreement (as amended by this Amendment), including Section 5.03(d) of the Purchase Agreement, to confirm its support of the Offer, and recommendation of the acceptance of the Offer by the shareholders of the Company;

WHEREAS, concurrently with the execution and delivery of this Amendment, and as a condition and inducement to Buyer's willingness to enter into this Amendment, certain shareholders of the Company are entering into tender and support agreements in the form attached as Exhibit A hereto pursuant to which each of those shareholders, among other things, will agree, on the terms and subject to the conditions contained in such agreements, to accept the Offer and tender such shareholders Shares pursuant to the Offer; and

WHEREAS, the board of directors of Buyer has determined that this Amendment, the Purchase Agreement (as amended by this Amendment) and the Transactions (as amended by this Amendment) are in the best interests of Buyer and has approved the execution, delivery and

performance of this Amendment and the Purchase Agreement (as amended by this Amendment) and the consummation of the Transactions (as amended by this Amendment).

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained in this Amendment and the Purchase Agreement, the Parties agree as follows:

Section 1. Per Share Amount Increased. The fourth Recital to the Purchase Agreement shall be amended by replacing the phrase "for \$110.00 per Share" in the defined term "Offer Consideration" with "for \$127.50 per Share".

Section 2. Minimum Condition Reduced. In accordance with paragraph (A) of Annex I to the Purchase Agreement, this Amendment shall constitute (a) Buyer's written notice to the Company that it has determined to effectuate an amendment such that all references to the Minimum Condition Percentage will be references to "seventy percent (70%)" and (b) the Company's written consent to such amendment.

Section 3. Capitalization. Section 3.05(a) of the Purchase Agreement shall be amended by adding the following to the end of such Section: "As of the close of business on February 16, 2018, (I) 346,002,862 Shares were issued and outstanding, (II) 2,357,877 Shares were held in treasury by the Company, (III) 3,033,079 Shares were subject to issuance pursuant to outstanding Company Options, (IV) 5,567,543 Shares were subject to issuance pursuant to outstanding Company RSUs, (V) 318,879 Shares were subject to issuance pursuant to outstanding Company PSUs (assuming achievement of performance metrics at the maximum level), (VI) no Shares were reserved for future issuance pursuant to the Company ESPP and (VII) no Preference Shares were issued and outstanding. Since such date through the date the parties entered into Amendment No. 1 to this Agreement, the Company has not issued any shares of capital stock or voting securities of, or other equity interests in, the Company, or any securities convertible into, or exchangeable or exercisable for, shares of capital stock or voting securities of, or other equity interests in, the Company."

Section 4. Regulatory Approvals. Buyer agrees that, following the date of this Amendment, it shall not, and shall cause its Affiliates not to, rescind or otherwise reduce any of the Remedy Actions that, as of the date of this Amendment, it or any of its Affiliates has accepted or proposed to a Governmental Authority in connection with obtaining the approvals necessary to satisfy the Offer Condition set forth in paragraph (B) of Annex I of the Purchase Agreement.

Section 5. Amendment to Offer Documents. Buyer shall file with the SEC all necessary amendments or supplements to the Schedule TO and the Offer Documents giving effect to this Amendment within one (1) Business Day after the date of this Amendment, and shall cause the Offer Documents to be disseminated to the Company's shareholders in accordance with the applicable requirements of the Exchange Act. On the date of filing by Buyer of the amendments or supplements to the Schedule TO and Offer Documents, the Company shall file with the SEC an amendment to its Schedule 14D-9 describing, among other disclosures relating to this Amendment, the recommendation of the Company Board with respect to this Amendment, and

shall cause the amendment to the Schedule 14D-9 to be disseminated to the Company's shareholders as required by Rule 14d-9 under the Exchange Act.

Section 6. References to the Purchase Agreement. After giving effect to this Amendment, each reference in the Purchase Agreement to "this Agreement", "hereof", "hereunder", "herein", or words of like import referring to the Purchase Agreement shall refer to the Purchase Agreement as amended by this Amendment, provided that references in the Agreement to "as of the date hereof" or "as of the date of this Agreement" or words of like import shall refer to October 27, 2016.

Section 7. Miscellaneous. This Amendment and the Purchase Agreement, including the Annexes and Exhibits thereto, the Company Letter, taken together with the Confidentiality Agreement and the other documents delivered in connection with this Amendment and the Purchase Agreement, constitute the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the Transactions. Except as specifically amended by this Amendment, all of the terms, covenants and other provisions the Purchase Agreement and the Transactions, as amended by this Amendment, are hereby ratified and confirmed and shall continue to be in full force and effect in accordance with their respective terms. The terms and provisions of Article 9 of the Purchase Agreement are incorporated herein by reference as if set forth herein in their entirety and shall apply *mutatis mutandis* to this Amendment.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed by their respective authorized officers as of the date first set forth above.

QUALCOMM RIVER HOLDINGS B.V.

By: /s/ Edwin Denekamp
Name: Edwin Denekamp
Title: Managing Director A

[Signature Page to Purchase Agreement Amendment No. 1]

QUALCOMM RIVER HOLDINGS B.V.

By: /s/ Adam Schwenker
Name: Adam Schwenker
Title: Managing Director B

[Signature Page to Purchase Agreement Amendment No. 1]

NXP SEMICONDUCTORS N.V.

By: /s/ Richard L. Clemmer
Name: Richard L. Clemmer
Title: President & Chief Executive Officer

[Signature Page to Purchase Agreement Amendment No. 1]

Exhibit A
Form of Tender and Support Agreement

TENDER AND SUPPORT AGREEMENT

This TENDER AND SUPPORT AGREEMENT (this "Agreement"), dated as of February 20, 2018, is entered into by and among QUALCOMM RIVER HOLDINGS B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the Laws of The Netherlands ("Buyer"), and the undersigned shareholders of NXP SEMICONDUCTORS N.V., a public limited liability company (*naamloze vennootschap*) organized under the Laws of The Netherlands (the "Company") set forth on Schedule A hereto (each, a "Shareholder"). All terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Purchase Agreement and the Purchase Agreement Amendment (each as defined below), in each case as of the date hereof.

WHEREAS, as of the date hereof, each Shareholder is the owner of the number of Shares set forth opposite the Shareholder's name on Schedule A (all such Shares set forth on Schedule A next to the Shareholder's name, together with any Shares that are hereafter issued to or that ownership of is otherwise directly or indirectly acquired by the Shareholder prior to the termination of this Agreement, including for the avoidance of doubt any Shares acquired by the Shareholder upon the conversion of any securities convertible into Shares after the date hereof, (but excluding, for the avoidance of doubt, any Shares that may be deemed to be beneficially owned because they are the subject of an option or other derivatives contract, but are not capable of being voted or tendered by Shareholder) being referred to herein as the "Subject Shares");

WHEREAS, Buyer and the Company previously entered into the Purchase Agreement, dated as of October 27, 2016 (as amended, restated, supplemented or otherwise modified in accordance with the terms thereof, the "Purchase Agreement"), pursuant to which, among other things, (a) Buyer has commenced a tender offer to purchase any and all of the outstanding Shares and (b) following the closing of the Subsequent Offering Period (as it may be extended by the Minority Exit Offering Period), it is Buyer's intent to effectuate, and to cause the Company to effectuate, the Post-Offer Reorganization, in each case, upon the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, concurrent with the execution of this Agreement, Buyer and the Company are entering into an amendment to the Purchase Agreement (the "Purchase Agreement Amendment"), a copy of which has been previously provided to Shareholder, so as to, among other things, increase the Offer Consideration from \$110.00 per Share in cash to \$127.50 per Share in cash; and

WHEREAS, as a condition to its willingness to enter into the Purchase Agreement Amendment, and as an inducement and consideration for Buyer to enter into the Purchase Agreement Amendment, each Shareholder has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

**ARTICLE I
AGREEMENT TO TENDER AND VOTE**

1.1 Agreement to Tender.

(a) Subject to the terms of this Agreement, each Shareholder agrees to tender or cause to be tendered in the Offer all of its Subject Shares pursuant to and in accordance with the terms of the Offer, free and clear of all Share Liens (as defined below) except for Permitted Share Liens. Without limiting the generality of the foregoing, but subject to the terms of this Agreement, no later than the later of (I) two (2) Business Days following Shareholders' receipt of written notice from Buyer (a "Buyer Notice") that (x) all Offer Conditions, other than the Minimum Condition and those conditions that by their nature are to be satisfied in connection with the Closing, have been satisfied and (y) it is Buyer's expectation to cause the Acceptance Time to occur promptly following the then-current Expiration Time and (II) five (5) Business Days prior to the Expiration Time, each Shareholder shall deliver or cause to be delivered to the depository designated in the Offer pursuant to the terms of the Offer (i) a letter of transmittal with respect to all of such Shareholder's Subject Shares complying with the terms of the Offer, (ii) written instructions to such Shareholder's broker, dealer, commercial bank, trust company or other nominee that such Subject Shares be tendered, including a reference to this Agreement, and requesting delivery of an "agent's message" (or such other evidence, if any, of transfer as the depository for the Offer may reasonably request) and (iii) all other documents or instruments required to be delivered by all other Company shareholders tendering into the Offer pursuant to the terms of the Offer. Each Shareholder agrees that, once any of its Subject Shares are tendered, such Shareholder will not withdraw and will cause not to be withdrawn such Subject Shares from the Offer unless and until this Agreement shall have been validly terminated in accordance with Section 5.2; provided, that Shareholder may withdraw its Subject Shares in the event the then-current Expiration Date is extended in accordance with the Purchase Agreement for a period of more than five (5) Business Days so long as such Subject Shares are delivered no less than the later of (x) two (2) Business Days following Shareholders' receipt of a new Buyer Notice and (y) five (5) Business Days prior to the Expiration Time.

(b) If the Offer is terminated or withdrawn by Buyer, or the Purchase Agreement is validly terminated prior to the Acceptance Time in accordance with its terms, Buyer shall promptly return, and shall cause the depository for the Offer to return, all tendered Shares to the registered holders of such tendered Shares (and in connection with the foregoing, Buyer shall direct the depository to promptly return such tendered Shares).

1.2 Voting of Subject Shares. Subject to the terms of this Agreement, each Shareholder hereby irrevocably and unconditionally agrees that, during the time this Agreement is in effect, at any annual or extraordinary general meeting of the shareholders of the Company, however called, including any adjournment or postponement thereof, and in connection with any action proposed to be taken by written consent of the shareholders of the Company, such Shareholder shall, in each case to the fullest extent that its Subject Shares are entitled to vote thereon: (a) appear at each such meeting or otherwise cause all such Subject Shares to be counted as present thereat for purposes of determining a quorum, and (b) be present (in person or by proxy) and vote (or cause to be voted), or deliver (or cause to be delivered) a written consent with respect to, all of its Subject Shares (i) in favor of any proposal recommended by the Company Board that is intended to facilitate the consummation of the Transactions, (ii) against

2

any action or agreement that would reasonably be expected to (A) result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Purchase Agreement or the Purchase Agreement Amendment, or of such Shareholder contained in this Agreement, or (B) result in any of the conditions set forth in Annex I of the Purchase Agreement not being satisfied on or before the End Date, and (iii) against any Alternative Acquisition Proposal (or any proposal relating to an Alternative Acquisition Proposal) and against any other proposed action, agreement or transaction involving the Company that would reasonably be expected, to impede, interfere with, delay, postpone, adversely affect or prevent the consummation of the Offer or the other Transactions, including (x) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company (other than the Offer or the other Transactions), (y) a sale, lease, license or transfer of a material amount of assets (including, for the avoidance of doubt, Company Intellectual Property Rights and capital stock of Subsidiaries of the Company) of the Company or any reorganization, recapitalization or liquidation of the Company or (z) any change in the present authorized capitalization of the Company or any amendment or other change to the Company Organizational Documents. Each Shareholder shall retain at all times the right to vote the Subject Shares in such Shareholder's sole discretion, and without any other limitation, on any matters that are at any time or from time to time presented for consideration to the Company's shareholder generally.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS**

Each Shareholder represents and warrants, severally and not jointly, to Buyer that:

2.1 Authorization; Binding Agreement. Such Shareholder is duly organized and validly existing in good standing under the Laws of the jurisdiction in which it is incorporated or constituted and the consummation of the transactions contemplated hereby are within such Shareholder's entity powers and have been duly authorized by all necessary entity actions on the part of such Shareholder, and such Shareholder has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by such Shareholder and, assuming the due authorization, execution and delivery of this Agreement by Buyer, constitutes a valid and binding obligation of such Shareholder enforceable against such Shareholder in accordance with its terms, subject to the Enforceability Exceptions.

2.2 Non-Contravention. Neither the execution and delivery of this Agreement by such Shareholder nor the consummation by such Shareholder of the transactions contemplated hereby nor compliance by such Shareholder with any provisions herein will (a) violate, contravene or conflict with, or result in a breach of any provision of, the certificate of incorporation or bylaws (or other similar governing documents) of such Shareholder, (b) require any consent, approval, authorization, declaration or permit of, action by, filing with or notification to, any Governmental Authority on the part of such Shareholder, except for the filing of such reports as may be required under Section 13(d) and Section 14(d) of the 1934 Act in connection with this Agreement and the transactions contemplated hereby, (c) violate, contravene or conflict with, or result in a breach of any provisions of, or require any consent, waiver or approval or result in a default or loss of a benefit (or give rise to any right of termination, cancellation, modification or acceleration or any event that, with the giving of

3

notice, the passage of time or otherwise, would constitute a default or give rise to any such right) under any of the terms, conditions or provisions of any Contract or other instrument or obligation to which such Shareholder is a party or by which such Shareholder or any of its Subject Shares are bound, (d) result (or, with the giving of notice, the passage of time or otherwise, would result) in the creation or imposition of any Share Lien (as defined below) of any kind on any asset of such Shareholder (other than one created by Buyer or otherwise pursuant to this Agreement) or (e) violate, contravene or conflict with any Law or Order applicable to such Shareholder or by which any of its Subject Shares are bound, except for any of the foregoing as could not reasonably be expected, either individually or in the aggregate, to materially impair, impede, delay or frustrate the ability of such Shareholder to perform such Shareholder's obligations hereunder on a timely basis.

2.3 Ownership of Subject Shares; Total Shares. Such Shareholder is the direct or indirect owner of all such Shareholder's Subject Shares, has the right to vote and tender or cause the voting or tendering of such Subject Shares as contemplated hereby, and has, directly or indirectly, good and marketable title to all such

Subject Shares free and clear of any Liens, proxies, voting trusts or agreements, options or rights, understandings or arrangements inconsistent with this Agreement or the transactions contemplated hereby, or any other encumbrances or restrictions whatsoever on title, transfer or exercise of any rights of a shareholder in respect of such Subject Shares (collectively, "Share Liens"), except for any such Share Lien that may be imposed pursuant to (i) this Agreement, (ii) any applicable restrictions on transfer under the 1933 Act or any state securities Law, (iii) collateral and rehypothecation arrangements with prime brokers in margin accounts; and (iv) any Share Liens that could not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform fully its obligations hereunder with respect to the applicable Subject Shares on a timely basis (collectively, "Permitted Share Liens"). The Shares listed on Schedule A opposite such Shareholder's name constitute all of the Shares owned by such Shareholder as of the date hereof.

2.4 **Voting Power.** Such Shareholder has voting power with respect to all such Shareholder's Subject Shares, and power of disposition, power to issue instructions with respect to the matters set forth in Article I and Article IV, power to demand or waive any appraisal rights with respect to the Subject Shares and power to agree to all of the matters set forth in this Agreement, in each case with respect to all such Shareholder's Subject Shares.

2.5 **Reliance.** Such Shareholder understands and acknowledges that Buyer is entering into the Purchase Agreement Amendment in reliance upon such Shareholder's execution, delivery and performance of this Agreement.

2.6 **Absence of Litigation.** With respect to such Shareholder, as of the date hereof, there is no Action pending against, or, to the knowledge of such Shareholder, threatened against such Shareholder or any of such Shareholder's properties or assets (including any Subject Shares) before or by any Governmental Authority that would reasonably be expected to prevent, delay or impair the consummation by such Shareholder of the transactions contemplated by this Agreement or otherwise impair such Shareholder's ability to perform its obligations hereunder.

2.7 **Brokers.** No broker, finder, financial advisor, investment banker or other Person is entitled to any brokerage, finder's, financial advisor's or other similar fee or

4

commission from the Buyer, the Company or any of their respective Affiliates in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of such Shareholder.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to the Shareholders that:

3.1 **Organization and Qualification.** Buyer is a duly organized and validly existing corporation in good standing under the Laws of the jurisdiction of its organization.

3.2 **Authority for this Agreement.** Buyer has all requisite entity power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Buyer has been duly and validly authorized by all necessary entity action on the part of Buyer, and no other entity proceedings on the part of Buyer are necessary to authorize this Agreement. This Agreement has been duly and validly executed and delivered by Buyer and, assuming the due authorization, execution and delivery thereof by each of the Shareholders, constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the Enforceability Exceptions.

ARTICLE IV ADDITIONAL COVENANTS OF THE SHAREHOLDERS AND BUYER

Each Shareholder hereby covenants and agrees that until the termination of this Agreement:

4.1 **No Transfer; No Inconsistent Arrangements.** Except as provided hereunder, during the time this Agreement is in effect, such Shareholder shall not, directly or indirectly, (a) create or permit to exist any Share Lien, other than Permitted Share Liens, on any of such Shareholder's Subject Shares, (b) transfer, sell, assign gift or otherwise dispose of (including, for the avoidance of doubt, by depositing, submitting or otherwise tendering any such Subject Shares into any tender or exchange offer (other than the Offer)), (collectively, "Transfer"), any of such Shareholder's Subject Shares, (or consent to any of the foregoing); provided that either Shareholder shall be permitted to Transfer any Subject Shares to the other Shareholder, so long as such Subject Shares continue to be Subject Shares hereunder, (c) enter into any pledging or hedging Contract, derivative arrangement, option or other Contract (including profit sharing agreement) that would prevent Shareholder from delivering the Subject Shares into the Offer or from voting the Subject Shares, in each case, in accordance herewith, (d) grant or permit the grant of any proxy, power-of-attorney or other authorization or consent in or with respect to any such Shareholder's Subject Shares, (e) deposit or permit the deposit of any of such Shareholder's Subject Shares into a voting trust or enter into a voting agreement or arrangement with respect to any of such Shareholder's Subject Shares or (f) take or permit any other action that would prevent the performance of such Shareholder's obligations hereunder or otherwise make any representation or warranty of such Shareholder herein untrue or incorrect. Any action taken in violation of the foregoing sentence shall be null and void *ab initio*; provided that the Transfer restrictions set forth in Section 4.1(b) shall terminate as of 11:59 p.m. (New

5

York City time) on April 25, 2018 (the "Transfer Restriction Cut-Off Time"); it being understood that all Subject Shares not Transferred in accordance with this Agreement after the Transfer Restriction Cut-Off Time shall continue to be subject to all of the restrictions applicable to Subject Shares set forth in this Agreement, including under Article I and this Section 4.1, except for the restrictions set forth in Section 4.1(b). If any involuntary Transfer of any of such Shareholder's Subject Shares shall occur (including a sale by such Shareholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Subject Shares subject to all of the restrictions, obligations, liabilities and rights under this Agreement, which shall continue in full force and effect until valid termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, until the termination of this Agreement, such Shareholder shall not, directly or indirectly, accept any tender offer or exchange offer that constitutes an Alternative Acquisition Proposal and shall not tender any Subject Shares in any such tender offer or exchange offer. Nothing in this Agreement shall prohibit any pledging or hedging or entering into any Contract, derivative arrangement, option or other Contract (including profit sharing agreement) that will not prevent Shareholder from delivering the Subject Shares into the Offer or from voting the Subject Shares, in each case, in accordance herewith. Notwithstanding the foregoing, such Stockholder may make Transfers of its Subject Shares as Buyer may agree in writing in its sole discretion.

4.2 **Documentation and Information.** Such Shareholder shall not, and shall cause its Affiliates and its and their respective directors, officers and employees not to, and such Shareholder shall, and shall cause its Affiliates to, use their reasonable best efforts to cause its and their respective Representatives not to, make any press release, public announcement or other communication to any Third Party regarding this Agreement and the transactions contemplated hereby or the Purchase Agreement and the Transactions without the prior written consent of Buyer, except (a) as such Shareholder reasonably determines (based on the advice of its legal counsel, which may be in-house counsel) is required to be disclosed by applicable Law (provided that reasonable notice of any such disclosure will be provided to Buyer to the extent legally permissible and reasonably practicable), including any filings with the SEC pursuant to the 1934 Act, or (b) for any such announcement that is supportive of the Transactions and not inconsistent with any press release issued by Buyer or the Company in connection with or relating to the Purchase Agreement Amendment, the Offer and

the Transactions. Such Shareholder (i) consents to and authorizes the publication and disclosure by Buyer of such Shareholder's identity and holdings of Subject Shares, the nature of such Shareholder's commitments, arrangements and understandings under this Agreement (including, for the avoidance of doubt, the disclosure of this Agreement) and any other information that Buyer reasonably determines upon the advice of counsel is required to be disclosed by applicable Law in any press release, the Offer Documents (in each case, including all schedules and documents filed with the SEC) or any other disclosure document in connection with the Offer, the Post-Offer Reorganization and the other Transactions (provided that notice of any such disclosure will be provided to such Shareholder to the extent reasonably practicable, the Shareholder will have a reasonable opportunity to provide comments on such disclosure and Buyer shall incorporate any reasonable comments to the portions of any such disclosure that make reference to Shareholder's identity and holdings as may be provided by such Shareholder), (ii) agrees to promptly give to Buyer and the Company any information in their reasonable possession or control they may

6

reasonably require for the preparation of any such disclosure documents and (iii) agrees to promptly notify Buyer of any required corrections reasonably known to such Shareholder with respect to any information supplied by such Shareholder specifically for use in any such disclosure document, if and to the extent that any Shareholder reasonably knows such information shall have become false or misleading in any material respect. Buyer agrees to promptly give to such Shareholder any information regarding Buyer that such Shareholder reasonably requires for the preparation of any documents that such Shareholder is required to file with the SEC in connection with the transactions contemplated hereby, including the filing of any Schedule 13D, Schedule 14D-9 or amendments thereto.

4.3 **Adjustments.** In the event of a stock split, stock dividend or distribution, or any change in the Shares by reason of a stock split, reverse stock split, recapitalization, combination, reclassification, readjustment, exchange of shares or the like, the term "Subject Shares" shall be deemed to refer to and include such shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in the transaction.

4.4 **Waiver of Appraisal Rights.** Such Shareholder hereby agrees to, and shall cause its Affiliates to, waive and not exercise any rights of appraisal, any dissenters' rights or any similar rights relating to the Post-Offer Reorganization or any of the other Transactions that such Shareholder or any of its Affiliates may have by virtue of, or with respect to, any Subject Shares.

4.5 **No Solicitation.** Such Shareholder shall not, and shall cause its Affiliates and its and their respective directors, officers and employees not to, and such Shareholder shall, and shall cause its Affiliates to, use their reasonable best efforts to cause its and their respective Representatives not to, and shall not publicly announce any intention to, directly or indirectly (a) solicit, initiate or knowingly facilitate, knowingly induce or encourage (including by providing information, cooperation or assistance) any inquiries or the making of any proposal or offer that constitutes or would reasonably be expected to lead to an Alternative Acquisition Proposal, (b) other than informing Persons of the provisions contained in this Section 4.5, enter into, continue or otherwise participate in any discussions or negotiations regarding any Alternative Acquisition Proposal or (c) execute or enter into any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement or other Contract (whether or not binding) with respect to an Alternative Acquisition Proposal. Such Shareholder shall, and shall cause each of its Affiliates and its and their respective directors, officers and employees to, and shall direct each of the Representatives of the Company and its Affiliates to, immediately cease and cause to be terminated any and all existing discussions or negotiations with any Person conducted prior to the date of this Agreement. Such Shareholder shall as promptly as practicable (and in any event within twenty-four (24) hours) notify Buyer of any Alternative Acquisition Proposal, or any request for information or inquiry that such Shareholder reasonably believes could lead to or contemplates an Alternative Acquisition Proposal, which notification shall include (i) a copy of the applicable written Alternative Acquisition Proposal, request or inquiry (or, if oral, the material terms and conditions of such Alternative Acquisition Proposal, request or inquiry) (including in each case any subsequent material amendments or other material modifications

7

thereto) and (ii) the identity of the third party making such Alternative Acquisition Proposal, request or inquiry.

4.6 **Notice of Certain Events.** Such Shareholder shall notify Buyer of any development occurring after the date hereof that causes, or that would reasonably be expected to cause, any material breach of any of the representations and warranties of such Shareholder set forth in Article II. Such Shareholder shall promptly notify Buyer of the number of any new Subject Shares acquired by such Shareholder, if any, after the date hereof; it being understood that any such shares shall be subject to the terms of this Agreement as though owned by such Shareholder on the date hereof. Buyer shall notify such Shareholder of any development occurring after the date hereof that causes, or that would reasonably be expected to cause, any breach of any of the representations and warranties of Buyer set forth in Article III.

4.7 **Certain Other Agreements.** During the period from the date of this Agreement through the Closing Date, Buyer shall not, and shall cause Parent not to, enter into any additional, or modify (including by amendment, waiver or termination) any existing, agreements concerning the matters set forth herein with any existing or future shareholder in the Company that have the effect of establishing rights or otherwise benefiting such shareholder with respect to the matters set forth herein in a manner more favorable in any material respect than the rights and benefits established in favor of Shareholder under this Agreement, unless, in any such case, Buyer has agreed to amend this Agreement to provide Shareholder with such rights and benefits.

ARTICLE V MISCELLANEOUS

5.1 **Notices.** All notices, consents, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) on the date of delivery if delivered personally or sent via electronic mail, (b) on the first (1st) Business Day following the date of dispatch if sent by a nationally recognized overnight courier (providing proof of delivery) or (c) on the third (3rd) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid; provided that the notice or other communication is sent to the address or email address set forth (i) if to Buyer, to the address or email address set forth in Section 9.01 of the Purchase Agreement and (ii) if to the Shareholder, to the Shareholder's address or email address set forth on a signature page hereto, or to such other address or email address as such party may hereafter specify for the purpose by notice to each other party hereto.

5.2 **Termination.** This Agreement shall terminate automatically, without any notice or other action by any Person, upon the first to occur of (a) the termination of the Purchase Agreement in accordance with its terms, (b) the consummation all of the Transactions, (c) upon mutual written consent of the parties to terminate this Agreement, (d) the date of any modification, waiver or amendment to the Purchase Agreement in a manner that decreases the Offer Consideration, changes the form of the Offer Consideration or otherwise would be adverse to Shareholders with respect to timing or certainty of the Closing or (e) upon any material breach of the terms of this Agreement by Buyer. Upon termination of this Agreement, no party shall have any further obligations or liabilities under this Agreement; provided, however, that (w) nothing set forth in this Section 5.2 shall relieve any party from liability for any breach of

8

this Agreement prior to termination hereof, (x) the provisions of this Article V shall survive any termination of this Agreement and (y) the provisions of Section 4.4 shall survive any termination of this Agreement in the event the Transactions have been consummated.

5.3 **Amendment; Waiver; Third Party Beneficiary.** This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties. Any agreement on the part of a party to any extension or waiver with respect to this Agreement shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights. The parties hereto expressly agree that the Company shall be a third party beneficiary of this Agreement and shall be entitled to enforce any power, right, privilege or remedy of Buyer hereunder.

5.4 **Expenses.** All fees and expenses incurred in connection herewith and the transactions contemplated hereby shall be paid by the party incurring such fees and expenses, whether or not the Offer or the other Transactions are consummated.

5.5 **Entire Agreement.** This Agreement, together with Schedule A, and the other documents and certificates delivered pursuant hereto, constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to, the subject matter of this Agreement.

5.6 **Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties, except that Buyer may assign, in its sole discretion, any of or all its rights, interests and obligations under this Agreement to any one or more direct or indirect wholly owned Subsidiaries or Affiliates controlled by Parent, but no such assignment shall relieve Buyer of any of its obligations under this Agreement. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

5.7 **Specific Enforcement; Jurisdiction.** (a) The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached, and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions, or any other appropriate form of equitable relief, to prevent breaches of this Agreement and to enforce specifically the performance of the terms and provisions of this Agreement in any court referred to in Section 5.7(b), without the necessity of proving the inadequacy of money damages as a remedy (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties acknowledges and agrees that the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without such right, none of the parties would have entered into this Agreement.

(b) Each of the parties hereto hereby (a) irrevocably and unconditionally submits to the personal jurisdiction of the Chosen Courts, (b) agrees that it will not attempt to

9

deny or defeat such personal jurisdiction by motion or other request for leave from any such Chosen Court, (c) agrees that any Actions arising in connection with or relating to this Agreement or the transactions contemplated hereby shall be brought, tried and determined only in the Chosen Courts, (d) waives any claim of improper venue or any claim that the Chosen Courts are an inconvenient forum and (e) agrees that it will not bring any Action relating to this Agreement or the Transactions in any court other than the Chosen Courts. Each of the parties hereto hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby: (i) any claim that such party is not personally subject to the jurisdiction of the Chosen Courts as described herein for any reason; (ii) that it or its property is exempt or immune from jurisdiction of any such Chosen Court or from any legal process commenced in such courts (whether through service of process, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (iii) that (A) the Action in any such court is brought in an inconvenient forum, (B) the venue of such Action is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such Chosen Courts.

5.8 **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF OR THEREOF. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF AN ACTION, (B) SUCH PARTY HAS CONSIDERED AND UNDERSTANDS THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.8

5.9 **Governing Law.** This Agreement, and any Action arising out of or relating to this Agreement or the transactions contemplated by this Agreement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles thereof.

5.10 **Parties in Interest.** This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

5.11 **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions

10

and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party.

5.12 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Delivery of an executed counterpart of a signature page of this Agreement by portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

5.13 **Interpretation.** When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes", or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The meanings assigned to each term defined herein shall be equally applicable to both the singular and plural forms of such term, and words denoting any gender shall include all genders. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

5.14 **Further Assurances.** Buyer and each Shareholder will execute and deliver, or cause to be executed and delivered, all further documents and instruments and use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and regulations, to perform their obligations under this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties are executing this Agreement as of the date first written above.

QUALCOMM RIVER HOLDINGS B.V.

By: _____
Name:
Title:

SHAREHOLDERS:

[·]

By: _____
Name:
Title:

[ADDRESS]
[ADDRESS]
Attention: [·]
Email: [·]

[·]

By: _____
Name:
Title:

[ADDRESS]
[ADDRESS]
Attention: [·]
Email: [·]

[·]

By: _____
Name:
Title:

[ADDRESS]
[ADDRESS]
Attention: [·]
Email: [·]

Schedule A

Name of Shareholder	Number of Shares
_____	_____
_____	_____

TENDER AND SUPPORT AGREEMENT

This TENDER AND SUPPORT AGREEMENT (this “Agreement”), dated as of February 20, 2018, is entered into by and among QUALCOMM RIVER HOLDINGS B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the Laws of The Netherlands (“Buyer”), and the undersigned shareholders of NXP SEMICONDUCTORS N.V., a public limited liability company (*naamloze vennootschap*) organized under the Laws of The Netherlands (the “Company”) set forth on Schedule A hereto (each, a “Shareholder”). All terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Purchase Agreement and the Purchase Agreement Amendment (each as defined below), in each case as of the date hereof.

WHEREAS, as of the date hereof, each Shareholder is the owner of the number of Shares set forth opposite the Shareholder’s name on Schedule A (all such Shares set forth on Schedule A next to the Shareholder’s name, together with any Shares that are hereafter issued to or that ownership of is otherwise directly or indirectly acquired by the Shareholder prior to the termination of this Agreement, including for the avoidance of doubt any Shares acquired by the Shareholder upon the conversion of any securities convertible into Shares after the date hereof, (but excluding, for the avoidance of doubt, any Shares that may be deemed to be beneficially owned because they are the subject of an option or other derivatives contract, but are not capable of being voted or tendered by Shareholder) being referred to herein as the “Subject Shares”);

WHEREAS, Buyer and the Company previously entered into the Purchase Agreement, dated as of October 27, 2016 (as amended, restated, supplemented or otherwise modified in accordance with the terms thereof, the “Purchase Agreement”), pursuant to which, among other things, (a) Buyer has commenced a tender offer to purchase any and all of the outstanding Shares and (b) following the closing of the Subsequent Offering Period (as it may be extended by the Minority Exit Offering Period), it is Buyer’s intent to effectuate, and to cause the Company to effectuate, the Post-Offer Reorganization, in each case, upon the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, concurrent with the execution of this Agreement, Buyer and the Company are entering into an amendment to the Purchase Agreement (the “Purchase Agreement Amendment”), a copy of which has been previously provided to Shareholder, so as to, among other things, increase the Offer Consideration from \$110.00 per Share in cash to \$127.50 per Share in cash; and

WHEREAS, as a condition to its willingness to enter into the Purchase Agreement Amendment, and as an inducement and consideration for Buyer to enter into the Purchase Agreement Amendment, each Shareholder has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I AGREEMENT TO TENDER AND VOTE

1.1 Agreement to Tender.

(a) Subject to the terms of this Agreement, each Shareholder agrees to tender or cause to be tendered in the Offer all of its Subject Shares pursuant to and in accordance with the terms of the Offer, free and clear of all Share Liens (as defined below) except for Permitted Share Liens. Without limiting the generality of the foregoing, but subject to the terms of this Agreement, no later than the later of (I) two (2) Business Days following Shareholders’ receipt of written notice from Buyer (a “Buyer Notice”) that (x) all Offer Conditions, other than the Minimum Condition and those conditions that by their nature are to be satisfied in connection with the Closing, have been satisfied and (y) it is Buyer’s expectation to cause the Acceptance Time to occur promptly following the then-current Expiration Time and (II) five (5) Business Days prior to the Expiration Time, each Shareholder shall deliver or cause to be delivered to the depository designated in the Offer pursuant to the terms of the Offer (i) a letter of transmittal with respect to all of such Shareholder’s Subject Shares complying with the terms of the Offer, (ii) written instructions to such Shareholder’s broker, dealer, commercial bank, trust company or other nominee that such Subject Shares be tendered, including a reference to this Agreement, and requesting delivery of an “agent’s message” (or such other evidence, if any, of transfer as the depository for the Offer may reasonably request) and (iii) all other documents or instruments required to be delivered by all other Company shareholders tendering into the Offer pursuant to the terms of the Offer. Each Shareholder agrees that, once any of its Subject Shares are tendered, such Shareholder will not withdraw and will cause not to be withdrawn such Subject Shares from the Offer unless and until this Agreement shall have been validly terminated in accordance with Section 5.2; provided, that Shareholder may withdraw its Subject Shares in the event the then-current Expiration Date is extended in accordance with the Purchase Agreement for a period of more than five (5) Business Days so long as such Subject Shares are delivered no less than the later of (x) two (2) Business Days following Shareholders’ receipt of a new Buyer Notice and (y) five (5) Business Days prior to the Expiration Time.

(b) If the Offer is terminated or withdrawn by Buyer, or the Purchase Agreement is validly terminated prior to the Acceptance Time in accordance with its terms, Buyer shall promptly return, and shall cause the depository for the Offer to return, all tendered Shares to the registered holders of such tendered Shares (and in connection with the foregoing, Buyer shall direct the depository to promptly return such tendered Shares).

1.2 Voting of Subject Shares. Subject to the terms of this Agreement, each Shareholder hereby irrevocably and unconditionally agrees that, during the time this Agreement is in effect, at any annual or extraordinary general meeting of the shareholders of the Company, however called, including any adjournment or postponement thereof, and in connection with any action proposed to be taken by written consent of the shareholders of the Company, such Shareholder shall, in each case to the fullest extent that its Subject Shares are entitled to vote thereon: (a) appear at each such meeting or otherwise cause all such Subject Shares to be counted as present thereat for purposes of determining a quorum, and (b) be present (in person or by proxy) and vote (or cause to be voted), or deliver (or cause to be delivered) a written consent with respect to, all of its Subject Shares (i) in favor of any proposal recommended by the Company Board that is intended to facilitate the consummation of the Transactions, (ii) against

any action or agreement that would reasonably be expected to (A) result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Purchase Agreement or the Purchase Agreement Amendment, or of such Shareholder contained in this Agreement, or (B) result in any of the conditions set forth in Annex I of the Purchase Agreement not being satisfied on or before the End Date, and (iii) against any Alternative Acquisition Proposal (or any proposal relating to an Alternative Acquisition Proposal) and against any other proposed action, agreement or transaction involving the Company that would reasonably be expected, to impede, interfere with, delay, postpone, adversely affect or prevent the consummation of the Offer or the other Transactions, including (x) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company (other than the Offer or the other Transactions), (y) a sale, lease, license or transfer of a material amount of assets (including, for the avoidance of doubt, Company Intellectual Property Rights and capital stock of Subsidiaries of the Company) of the Company or any reorganization, recapitalization or liquidation of the Company or (z) any change in the present authorized capitalization of the Company or any amendment or other change to the Company Organizational Documents. Each Shareholder shall retain at all times the right to vote the Subject Shares in such Shareholder’s sole discretion, and without any other limitation, on any matters that are at any time or from time to time presented for consideration to the Company’s shareholder generally.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS**

Each Shareholder represents and warrants, severally and not jointly, to Buyer that:

2.1 **Authorization; Binding Agreement.** Such Shareholder is duly organized and validly existing in good standing under the Laws of the jurisdiction in which it is incorporated or constituted and the consummation of the transactions contemplated hereby are within such Shareholder's entity powers and have been duly authorized by all necessary entity actions on the part of such Shareholder, and such Shareholder has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by such Shareholder and, assuming the due authorization, execution and delivery of this Agreement by Buyer, constitutes a valid and binding obligation of such Shareholder enforceable against such Shareholder in accordance with its terms, subject to the Enforceability Exceptions.

2.2 **Non-Contravention.** Neither the execution and delivery of this Agreement by such Shareholder nor the consummation by such Shareholder of the transactions contemplated hereby nor compliance by such Shareholder with any provisions herein will (a) violate, contravene or conflict with, or result in a breach of any provision of, the certificate of incorporation or bylaws (or other similar governing documents) of such Shareholder, (b) require any consent, approval, authorization, declaration or permit of, action by, filing with or notification to, any Governmental Authority on the part of such Shareholder, except for the filing of such reports as may be required under Section 13(d) and Section 14(d) of the 1934 Act in connection with this Agreement and the transactions contemplated hereby, (c) violate, contravene or conflict with, or result in a breach of any provisions of, or require any consent, waiver or approval or result in a default or loss of a benefit (or give rise to any right of termination, cancellation, modification or acceleration or any event that, with the giving of

3

notice, the passage of time or otherwise, would constitute a default or give rise to any such right) under any of the terms, conditions or provisions of any Contract or other instrument or obligation to which such Shareholder is a party or by which such Shareholder or any of its Subject Shares are bound, (d) result (or, with the giving of notice, the passage of time or otherwise, would result) in the creation or imposition of any Share Lien (as defined below) of any kind on any asset of such Shareholder (other than one created by Buyer or otherwise pursuant to this Agreement) or (e) violate, contravene or conflict with any Law or Order applicable to such Shareholder or by which any of its Subject Shares are bound, except for any of the foregoing as could not reasonably be expected, either individually or in the aggregate, to materially impair, impede, delay or frustrate the ability of such Shareholder to perform such Shareholder's obligations hereunder on a timely basis.

2.3 **Ownership of Subject Shares; Total Shares.** Such Shareholder is the direct or indirect owner of all such Shareholder's Subject Shares, has the right to vote and tender or cause the voting or tendering of such Subject Shares as contemplated hereby, and has, directly or indirectly, good and marketable title to all such Subject Shares free and clear of any Liens, proxies, voting trusts or agreements, options or rights, understandings or arrangements inconsistent with this Agreement or the transactions contemplated hereby, or any other encumbrances or restrictions whatsoever on title, transfer or exercise of any rights of a shareholder in respect of such Subject Shares (collectively, "Share Liens"), except for any such Share Lien that may be imposed pursuant to (i) this Agreement, (ii) any applicable restrictions on transfer under the 1933 Act or any state securities Law, (iii) collateral and rehypothecation arrangements with prime brokers in margin accounts; and (iv) any Share Liens that could not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform fully its obligations hereunder with respect to the applicable Subject Shares on a timely basis (collectively, "Permitted Share Liens"). The Shares listed on Schedule A opposite such Shareholder's name constitute all of the Shares owned by such Shareholder as of the date hereof.

2.4 **Voting Power.** Such Shareholder has voting power with respect to all such Shareholder's Subject Shares, and power of disposition, power to issue instructions with respect to the matters set forth in Article I and Article IV, power to demand or waive any appraisal rights with respect to the Subject Shares and power to agree to all of the matters set forth in this Agreement, in each case with respect to all such Shareholder's Subject Shares.

2.5 **Reliance.** Such Shareholder understands and acknowledges that Buyer is entering into the Purchase Agreement Amendment in reliance upon such Shareholder's execution, delivery and performance of this Agreement.

2.6 **Absence of Litigation.** With respect to such Shareholder, as of the date hereof, there is no Action pending against, or, to the knowledge of such Shareholder, threatened against such Shareholder or any of such Shareholder's properties or assets (including any Subject Shares) before or by any Governmental Authority that would reasonably be expected to prevent, delay or impair the consummation by such Shareholder of the transactions contemplated by this Agreement or otherwise impair such Shareholder's ability to perform its obligations hereunder.

2.7 **Brokers.** No broker, finder, financial advisor, investment banker or other Person is entitled to any brokerage, finder's, financial advisor's or other similar fee or

4

commission from the Buyer, the Company or any of their respective Affiliates in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of such Shareholder.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to the Shareholders that:

3.1 **Organization and Qualification.** Buyer is a duly organized and validly existing corporation in good standing under the Laws of the jurisdiction of its organization.

3.2 **Authority for this Agreement.** Buyer has all requisite entity power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Buyer has been duly and validly authorized by all necessary entity action on the part of Buyer, and no other entity proceedings on the part of Buyer are necessary to authorize this Agreement. This Agreement has been duly and validly executed and delivered by Buyer and, assuming the due authorization, execution and delivery thereof by each of the Shareholders, constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the Enforceability Exceptions.

**ARTICLE IV
ADDITIONAL COVENANTS OF THE SHAREHOLDERS AND BUYER**

Each Shareholder hereby covenants and agrees that until the termination of this Agreement:

4.1 **No Transfer; No Inconsistent Arrangements.** Except as provided hereunder, during the time this Agreement is in effect, such Shareholder shall

not, directly or indirectly, (a) create or permit to exist any Share Lien, other than Permitted Share Liens, on any of such Shareholder's Subject Shares, (b) transfer, sell, assign gift or otherwise dispose of (including, for the avoidance of doubt, by depositing, submitting or otherwise tendering any such Subject Shares into any tender or exchange offer (other than the Offer)), (collectively, "Transfer"), any of such Shareholder's Subject Shares, (or consent to any of the foregoing); provided that either Shareholder shall be permitted to Transfer any Subject Shares to the other Shareholder, so long as such Subject Shares continue to be Subject Shares hereunder, (c) enter into any pledging or hedging Contract, derivative arrangement, option or other Contract (including profit sharing agreement) that would prevent Shareholder from delivering the Subject Shares into the Offer or from voting the Subject Shares, in each case, in accordance herewith, (d) grant or permit the grant of any proxy, power-of-attorney or other authorization or consent in or with respect to any such Shareholder's Subject Shares, (e) deposit or permit the deposit of any of such Shareholder's Subject Shares into a voting trust or enter into a voting agreement or arrangement with respect to any of such Shareholder's Subject Shares or (f) take or permit any other action that would prevent the performance of such Shareholder's obligations hereunder or otherwise make any representation or warranty of such Shareholder herein untrue or incorrect. Any action taken in violation of the foregoing sentence shall be null and void *ab initio*; provided that the Transfer restrictions set forth in Section 4.1(b) shall terminate as of 11:59 p.m. (New

5

York City time) on April 25, 2018 (the "Transfer Restriction Cut-Off Time"); it being understood that all Subject Shares not Transferred in accordance with this Agreement after the Transfer Restriction Cut-Off Time shall continue to be subject to all of the restrictions applicable to Subject Shares set forth in this Agreement, including under Article I and this Section 4.1, except for the restrictions set forth in Section 4.1(b). If any involuntary Transfer of any of such Shareholder's Subject Shares shall occur (including a sale by such Shareholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Subject Shares subject to all of the restrictions, obligations, liabilities and rights under this Agreement, which shall continue in full force and effect until valid termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, until the termination of this Agreement, such Shareholder shall not, directly or indirectly, accept any tender offer or exchange offer that constitutes an Alternative Acquisition Proposal and shall not tender any Subject Shares in any such tender offer or exchange offer. Nothing in this Agreement shall prohibit any pledging or hedging or entering into any Contract, derivative arrangement, option or other Contract (including profit sharing agreement) that will not prevent Shareholder from delivering the Subject Shares into the Offer or from voting the Subject Shares, in each case, in accordance herewith. Notwithstanding the foregoing, such Stockholder may make Transfers of its Subject Shares as Buyer may agree in writing in its sole discretion.

4.2 **Documentation and Information.** Such Shareholder shall not, and shall cause its Affiliates and its and their respective directors, officers and employees not to, and such Shareholder shall, and shall cause its Affiliates to, use their reasonable best efforts to cause its and their respective Representatives not to, make any press release, public announcement or other communication to any Third Party regarding this Agreement and the transactions contemplated hereby or the Purchase Agreement and the Transactions without the prior written consent of Buyer, except (a) as such Shareholder reasonably determines (based on the advice of its legal counsel, which may be in-house counsel) is required to be disclosed by applicable Law (provided that reasonable notice of any such disclosure will be provided to Buyer to the extent legally permissible and reasonably practicable), including any filings with the SEC pursuant to the 1934 Act, or (b) for any such announcement that is supportive of the Transactions and not inconsistent with any press release issued by Buyer or the Company in connection with or relating to the Purchase Agreement Amendment, the Offer and the Transactions. Such Shareholder (i) consents to and authorizes the publication and disclosure by Buyer of such Shareholder's identity and holdings of Subject Shares, the nature of such Shareholder's commitments, arrangements and understandings under this Agreement (including, for the avoidance of doubt, the disclosure of this Agreement) and any other information that Buyer reasonably determines upon the advice of counsel is required to be disclosed by applicable Law in any press release, the Offer Documents (in each case, including all schedules and documents filed with the SEC) or any other disclosure document in connection with the Offer, the Post-Offer Reorganization and the other Transactions (provided that notice of any such disclosure will be provided to such Shareholder to the extent reasonably practicable, the Shareholder will have a reasonable opportunity to provide comments on such disclosure and Buyer shall incorporate any reasonable comments to the portions of any such disclosure that make reference to Shareholder's identity and holdings as may be provided by such Shareholder), (ii) agrees to promptly give to Buyer and the Company any information in their reasonable possession or control they may

6

reasonably require for the preparation of any such disclosure documents and (iii) agrees to promptly notify Buyer of any required corrections reasonably known to such Shareholder with respect to any information supplied by such Shareholder specifically for use in any such disclosure document, if and to the extent that any Shareholder reasonably knows such information shall have become false or misleading in any material respect. Buyer agrees to promptly give to such Shareholder any information regarding Buyer that such Shareholder reasonably requires for the preparation of any documents that such Shareholder is required to file with the SEC in connection with the transactions contemplated hereby, including the filing of any Schedule 13D, Schedule 14D-9 or amendments thereto.

4.3 **Adjustments.** In the event of a stock split, stock dividend or distribution, or any change in the Shares by reason of a stock split, reverse stock split, recapitalization, combination, reclassification, readjustment, exchange of shares or the like, the term "Subject Shares" shall be deemed to refer to and include such shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in the transaction.

4.4 **Waiver of Appraisal Rights.** Such Shareholder hereby agrees to, and shall cause its Affiliates to, waive and not exercise any rights of appraisal, any dissenters' rights or any similar rights relating to the Post-Offer Reorganization or any of the other Transactions that such Shareholder or any of its Affiliates may have by virtue of, or with respect to, any Subject Shares.

4.5 **No Solicitation.** Such Shareholder shall not, and shall cause its Affiliates and its and their respective directors, officers and employees not to, and such Shareholder shall, and shall cause its Affiliates to, use their reasonable best efforts to cause its and their respective Representatives not to, and shall not publicly announce any intention to, directly or indirectly (a) solicit, initiate or knowingly facilitate, knowingly induce or encourage (including by providing information, cooperation or assistance) any inquiries or the making of any proposal or offer that constitutes or would reasonably be expected to lead to an Alternative Acquisition Proposal, (b) other than informing Persons of the provisions contained in this Section 4.5, enter into, continue or otherwise participate in any discussions or negotiations regarding any Alternative Acquisition Proposal or (c) execute or enter into any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement or other Contract (whether or not binding) with respect to an Alternative Acquisition Proposal. Such Shareholder shall, and shall cause each of its Affiliates and its and their respective directors, officers and employees to, and shall direct each of the Representatives of the Company and its Affiliates to, immediately cease and cause to be terminated any and all existing discussions or negotiations with any Person conducted prior to the date of this Agreement. Such Shareholder shall as promptly as practicable (and in any event within twenty-four (24) hours) notify Buyer of any Alternative Acquisition Proposal, or any request for information or inquiry that such Shareholder reasonably believes could lead to or contemplates an Alternative Acquisition Proposal, which notification shall include (i) a copy of the applicable written Alternative Acquisition Proposal, request or inquiry (or, if oral, the material terms and conditions of such Alternative Acquisition Proposal, request or inquiry) (including in each case any subsequent material amendments or other material modifications

7

thereto) and (ii) the identity of the third party making such Alternative Acquisition Proposal, request or inquiry.

4.6 **Notice of Certain Events.** Such Shareholder shall notify Buyer of any development occurring after the date hereof that causes, or that would

reasonably be expected to cause, any material breach of any of the representations and warranties of such Shareholder set forth in Article II. Such Shareholder shall promptly notify Buyer of the number of any new Subject Shares acquired by such Shareholder, if any, after the date hereof; it being understood that any such shares shall be subject to the terms of this Agreement as though owned by such Shareholder on the date hereof. Buyer shall notify such Shareholder of any development occurring after the date hereof that causes, or that would reasonably be expected to cause, any breach of any of the representations and warranties of Buyer set forth in Article III.

4.7 **Certain Other Agreements.** During the period from the date of this Agreement through the Closing Date, Buyer shall not, and shall cause Parent not to, enter into any additional, or modify (including by amendment, waiver or termination) any existing, agreements concerning the matters set forth herein with any existing or future shareholder in the Company that have the effect of establishing rights or otherwise benefiting such shareholder with respect to the matters set forth herein in a manner more favorable in any material respect than the rights and benefits established in favor of Shareholder under this Agreement, unless, in any such case, Buyer has agreed to amend this Agreement to provide Shareholder with such rights and benefits.

ARTICLE V MISCELLANEOUS

5.1 **Notices.** All notices, consents, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) on the date of delivery if delivered personally or sent via electronic mail, (b) on the first (1st) Business Day following the date of dispatch if sent by a nationally recognized overnight courier (providing proof of delivery) or (c) on the third (3rd) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid; provided that the notice or other communication is sent to the address or email address set forth (i) if to Buyer, to the address or email address set forth in Section 9.01 of the Purchase Agreement and (ii) if to the Shareholder, to the Shareholder's address or email address set forth on a signature page hereto, or to such other address or email address as such party may hereafter specify for the purpose by notice to each other party hereto.

5.2 **Termination.** This Agreement shall terminate automatically, without any notice or other action by any Person, upon the first to occur of (a) the termination of the Purchase Agreement in accordance with its terms, (b) the consummation all of the Transactions, (c) upon mutual written consent of the parties to terminate this Agreement, (d) the date of any modification, waiver or amendment to the Purchase Agreement in a manner that decreases the Offer Consideration, changes the form of the Offer Consideration or otherwise would be adverse to Shareholders with respect to timing or certainty of the Closing or (e) upon any material breach of the terms of this Agreement by Buyer. Upon termination of this Agreement, no party shall have any further obligations or liabilities under this Agreement; provided, however, that (w) nothing set forth in this Section 5.2 shall relieve any party from liability for any breach of

8

this Agreement prior to termination hereof, (x) the provisions of this Article V shall survive any termination of this Agreement and (y) the provisions of Section 4.4 shall survive any termination of this Agreement in the event the Transactions have been consummated.

5.3 **Amendment; Waiver; Third Party Beneficiary.** This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties. Any agreement on the part of a party to any extension or waiver with respect to this Agreement shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights. The parties hereto expressly agree that the Company shall be a third party beneficiary of this Agreement and shall be entitled to enforce any power, right, privilege or remedy of Buyer hereunder.

5.4 **Expenses.** All fees and expenses incurred in connection herewith and the transactions contemplated hereby shall be paid by the party incurring such fees and expenses, whether or not the Offer or the other Transactions are consummated.

5.5 **Entire Agreement.** This Agreement, together with Schedule A, and the other documents and certificates delivered pursuant hereto, constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to, the subject matter of this Agreement.

5.6 **Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties, except that Buyer may assign, in its sole discretion, any of or all its rights, interests and obligations under this Agreement to any one or more direct or indirect wholly owned Subsidiaries or Affiliates controlled by Parent, but no such assignment shall relieve Buyer of any of its obligations under this Agreement. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

5.7 **Specific Enforcement; Jurisdiction.** (a) The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached, and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions, or any other appropriate form of equitable relief, to prevent breaches of this Agreement and to enforce specifically the performance of the terms and provisions of this Agreement in any court referred to in Section 5.7(b), without the necessity of proving the inadequacy of money damages as a remedy (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties acknowledges and agrees that the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without such right, none of the parties would have entered into this Agreement.

(b) Each of the parties hereto hereby (a) irrevocably and unconditionally submits to the personal jurisdiction of the Chosen Courts, (b) agrees that it will not attempt to

9

deny or defeat such personal jurisdiction by motion or other request for leave from any such Chosen Court, (c) agrees that any Actions arising in connection with or relating to this Agreement or the transactions contemplated hereby shall be brought, tried and determined only in the Chosen Courts, (d) waives any claim of improper venue or any claim that the Chosen Courts are an inconvenient forum and (e) agrees that it will not bring any Action relating to this Agreement or the Transactions in any court other than the Chosen Courts. Each of the parties hereto hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby: (i) any claim that such party is not personally subject to the jurisdiction of the Chosen Courts as described herein for any reason; (ii) that it or its property is exempt or immune from jurisdiction of any such Chosen Court or from any legal process commenced in such courts (whether through service of process, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (iii) that (A) the Action in any such court is brought in an inconvenient forum, (B) the venue of such Action is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such Chosen Courts.

5.8 **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT

HEREOF OR THEREOF. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF AN ACTION, (B) SUCH PARTY HAS CONSIDERED AND UNDERSTANDS THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.8

5.9 **Governing Law.** This Agreement, and any Action arising out of or relating to this Agreement or the transactions contemplated by this Agreement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles thereof.

5.10 **Parties in Interest.** This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

5.11 **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions

10

and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party.

5.12 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Delivery of an executed counterpart of a signature page of this Agreement by portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

5.13 **Interpretation.** When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes", or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The meanings assigned to each term defined herein shall be equally applicable to both the singular and plural forms of such term, and words denoting any gender shall include all genders. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

5.14 **Further Assurances.** Buyer and each Shareholder will execute and deliver, or cause to be executed and delivered, all further documents and instruments and use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and regulations, to perform their obligations under this Agreement.

[remainder of page intentionally left blank]

11

IN WITNESS WHEREOF, the parties are executing this Agreement as of the date first written above.

QUALCOMM RIVER HOLDINGS B.V.

By: /s/ Edwin Denekamp
Name: Edwin Denekamp
Title: Managing Director A

QUALCOMM RIVER HOLDINGS B.V.

By: /s/ Adam Schwenker
Name: Adam Schwenker
Title: Managing Director B

SHAREHOLDERS:

ARROWGRASS MASTER FUND LTD

By: /s/ Michael Edwards
Name: Michael Edwards
Title: Partner

1330 Avenue of the Americas, 32nd Floor
New York, NY 10019
Attention: Michael Edwards
Email: Michael.Edwards@arrowgrass.com

ARROWGRASS CUSTOMISED SOLUTIONS I
LIMITED

By: /s/ Michael Edwards

Name: Michael Edwards

Title: Partner

1330 Avenue of the Americas, 32nd Floor

New York, NY 10019

Attention: Michael Edwards

Email: Michael.Edwards@arrowgrass.com

Schedule A

Name of Shareholder	Number of Shares
Arrowgrass Master Fund Ltd	3,116,254
Arrowgrass Customised Solutions I Limited	1,599,743

TENDER AND SUPPORT AGREEMENT

This TENDER AND SUPPORT AGREEMENT (this “Agreement”), dated as of February 20, 2018, is entered into by and among QUALCOMM RIVER HOLDINGS B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the Laws of The Netherlands (“Buyer”), and the undersigned shareholders of NXP SEMICONDUCTORS N.V., a public limited liability company (*naamloze vennootschap*) organized under the Laws of The Netherlands (the “Company”) set forth on Schedule A hereto (each, a “Shareholder”). All terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Purchase Agreement and the Purchase Agreement Amendment (each as defined below), in each case as of the date hereof.

WHEREAS, as of the date hereof, each Shareholder is the owner of the number of Shares set forth opposite the Shareholder’s name on Schedule A (all such Shares set forth on Schedule A next to the Shareholder’s name, together with any Shares that are hereafter issued to or that ownership of is otherwise directly or indirectly acquired by the Shareholder prior to the termination of this Agreement, including for the avoidance of doubt any Shares acquired by the Shareholder upon the conversion of any securities convertible into Shares after the date hereof, (but excluding, for the avoidance of doubt, any Shares that may be deemed to be beneficially owned because they are the subject of an option or other derivatives contract, but are not capable of being voted or tendered by Shareholder) being referred to herein as the “Subject Shares”);

WHEREAS, Buyer and the Company previously entered into the Purchase Agreement, dated as of October 27, 2016 (as amended, restated, supplemented or otherwise modified in accordance with the terms thereof, the “Purchase Agreement”), pursuant to which, among other things, (a) Buyer has commenced a tender offer to purchase any and all of the outstanding Shares and (b) following the closing of the Subsequent Offering Period (as it may be extended by the Minority Exit Offering Period), it is Buyer’s intent to effectuate, and to cause the Company to effectuate, the Post-Offer Reorganization, in each case, upon the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, concurrent with the execution of this Agreement, Buyer and the Company are entering into an amendment to the Purchase Agreement (the “Purchase Agreement Amendment”), a copy of which has been previously provided to Shareholder, so as to, among other things, increase the Offer Consideration from \$110.00 per Share in cash to \$127.50 per Share in cash; and

WHEREAS, as a condition to its willingness to enter into the Purchase Agreement Amendment, and as an inducement and consideration for Buyer to enter into the Purchase Agreement Amendment, each Shareholder has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I AGREEMENT TO TENDER AND VOTE

1.1 Agreement to Tender.

(a) Subject to the terms of this Agreement, each Shareholder agrees to tender or cause to be tendered in the Offer all of its Subject Shares pursuant to and in accordance with the terms of the Offer, free and clear of all Share Liens (as defined below) except for Permitted Share Liens. Without limiting the generality of the foregoing, but subject to the terms of this Agreement, no later than the later of (I) two (2) Business Days following Shareholders’ receipt of written notice from Buyer (a “Buyer Notice”) that (x) all Offer Conditions, other than the Minimum Condition and those conditions that by their nature are to be satisfied in connection with the Closing, have been satisfied and (y) it is Buyer’s expectation to cause the Acceptance Time to occur promptly following the then-current Expiration Time and (II) five (5) Business Days prior to the Expiration Time, each Shareholder shall deliver or cause to be delivered to the depository designated in the Offer pursuant to the terms of the Offer (i) a letter of transmittal with respect to all of such Shareholder’s Subject Shares complying with the terms of the Offer, (ii) written instructions to such Shareholder’s broker, dealer, commercial bank, trust company or other nominee that such Subject Shares be tendered, including a reference to this Agreement, and requesting delivery of an “agent’s message” (or such other evidence, if any, of transfer as the depository for the Offer may reasonably request) and (iii) all other documents or instruments required to be delivered by all other Company shareholders tendering into the Offer pursuant to the terms of the Offer. Each Shareholder agrees that, once any of its Subject Shares are tendered, such Shareholder will not withdraw and will cause not to be withdrawn such Subject Shares from the Offer unless and until this Agreement shall have been validly terminated in accordance with Section 5.2; provided, that Shareholder may withdraw its Subject Shares in the event the then-current Expiration Date is extended in accordance with the Purchase Agreement for a period of more than five (5) Business Days so long as such Subject Shares are delivered no less than the later of (x) two (2) Business Days following Shareholders’ receipt of a new Buyer Notice and (y) five (5) Business Days prior to the Expiration Time.

(b) If the Offer is terminated or withdrawn by Buyer, or the Purchase Agreement is validly terminated prior to the Acceptance Time in accordance with its terms, Buyer shall promptly return, and shall cause the depository for the Offer to return, all tendered Shares to the registered holders of such tendered Shares (and in connection with the foregoing, Buyer shall direct the depository to promptly return such tendered Shares).

1.2 Voting of Subject Shares. Subject to the terms of this Agreement, each Shareholder hereby irrevocably and unconditionally agrees that, during the time this Agreement is in effect, at any annual or extraordinary general meeting of the shareholders of the Company, however called, including any adjournment or postponement thereof, and in connection with any action proposed to be taken by written consent of the shareholders of the Company, such Shareholder shall, in each case to the fullest extent that its Subject Shares are entitled to vote thereon: (a) appear at each such meeting or otherwise cause all such Subject Shares to be counted as present thereat for purposes of determining a quorum, and (b) be present (in person or by proxy) and vote (or cause to be voted), or deliver (or cause to be delivered) a written consent with respect to, all of its Subject Shares (i) in favor of any proposal recommended by the Company Board that is intended to facilitate the consummation of the Transactions, (ii) against

any action or agreement that would reasonably be expected to (A) result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Purchase Agreement or the Purchase Agreement Amendment, or of such Shareholder contained in this Agreement, or (B) result in any of the conditions set forth in Annex I of the Purchase Agreement not being satisfied on or before the End Date, and (iii) against any Alternative Acquisition Proposal (or any proposal relating to an Alternative Acquisition Proposal) and against any other proposed action, agreement or transaction involving the Company that would reasonably be expected, to impede, interfere with, delay, postpone, adversely affect or prevent the consummation of the Offer or the other Transactions, including (x) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company (other than the Offer or the other Transactions), (y) a sale, lease, license or transfer of a material amount of assets (including, for the avoidance of doubt, Company Intellectual Property Rights and capital stock of Subsidiaries of the Company) of the Company or any reorganization, recapitalization or liquidation of the Company or (z) any change in the present authorized capitalization of the Company or any amendment or other change to the Company Organizational Documents. Each Shareholder shall retain at all times the right to vote the Subject Shares in such Shareholder’s sole discretion, and without any other limitation, on any matters that are at any time or from time to time presented for consideration to the Company’s shareholder generally.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS**

Each Shareholder represents and warrants, severally and not jointly, to Buyer that:

2.1 **Authorization; Binding Agreement.** Such Shareholder is duly organized and validly existing in good standing under the Laws of the jurisdiction in which it is incorporated or constituted and the consummation of the transactions contemplated hereby are within such Shareholder's entity powers and have been duly authorized by all necessary entity actions on the part of such Shareholder, and such Shareholder has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by such Shareholder and, assuming the due authorization, execution and delivery of this Agreement by Buyer, constitutes a valid and binding obligation of such Shareholder enforceable against such Shareholder in accordance with its terms, subject to the Enforceability Exceptions.

2.2 **Non-Contravention.** Neither the execution and delivery of this Agreement by such Shareholder nor the consummation by such Shareholder of the transactions contemplated hereby nor compliance by such Shareholder with any provisions herein will (a) violate, contravene or conflict with, or result in a breach of any provision of, the certificate of incorporation or bylaws (or other similar governing documents) of such Shareholder, (b) require any consent, approval, authorization, declaration or permit of, action by, filing with or notification to, any Governmental Authority on the part of such Shareholder, except for the filing of such reports as may be required under Section 13(d) and Section 14(d) of the 1934 Act in connection with this Agreement and the transactions contemplated hereby, (c) violate, contravene or conflict with, or result in a breach of any provisions of, or require any consent, waiver or approval or result in a default or loss of a benefit (or give rise to any right of termination, cancellation, modification or acceleration or any event that, with the giving of

3

notice, the passage of time or otherwise, would constitute a default or give rise to any such right) under any of the terms, conditions or provisions of any Contract or other instrument or obligation to which such Shareholder is a party or by which such Shareholder or any of its Subject Shares are bound, (d) result (or, with the giving of notice, the passage of time or otherwise, would result) in the creation or imposition of any Share Lien (as defined below) of any kind on any asset of such Shareholder (other than one created by Buyer or otherwise pursuant to this Agreement) or (e) violate, contravene or conflict with any Law or Order applicable to such Shareholder or by which any of its Subject Shares are bound, except for any of the foregoing as could not reasonably be expected, either individually or in the aggregate, to materially impair, impede, delay or frustrate the ability of such Shareholder to perform such Shareholder's obligations hereunder on a timely basis.

2.3 **Ownership of Subject Shares; Total Shares.** Such Shareholder is the direct or indirect owner of all such Shareholder's Subject Shares, has the right to vote and tender or cause the voting or tendering of such Subject Shares as contemplated hereby, and has, directly or indirectly, good and marketable title to all such Subject Shares free and clear of any Liens, proxies, voting trusts or agreements, options or rights, understandings or arrangements inconsistent with this Agreement or the transactions contemplated hereby, or any other encumbrances or restrictions whatsoever on title, transfer or exercise of any rights of a shareholder in respect of such Subject Shares (collectively, "Share Liens"), except for any such Share Lien that may be imposed pursuant to (i) this Agreement, (ii) any applicable restrictions on transfer under the 1933 Act or any state securities Law, (iii) collateral and rehypothecation arrangements with prime brokers in margin accounts; and (iv) any Share Liens that could not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform fully its obligations hereunder with respect to the applicable Subject Shares on a timely basis (collectively, "Permitted Share Liens"). The Shares listed on Schedule A opposite such Shareholder's name constitute all of the Shares owned by such Shareholder as of the date hereof.

2.4 **Voting Power.** Such Shareholder has voting power with respect to all such Shareholder's Subject Shares, and power of disposition, power to issue instructions with respect to the matters set forth in Article I and Article IV, power to demand or waive any appraisal rights with respect to the Subject Shares and power to agree to all of the matters set forth in this Agreement, in each case with respect to all such Shareholder's Subject Shares.

2.5 **Reliance.** Such Shareholder understands and acknowledges that Buyer is entering into the Purchase Agreement Amendment in reliance upon such Shareholder's execution, delivery and performance of this Agreement.

2.6 **Absence of Litigation.** With respect to such Shareholder, as of the date hereof, there is no Action pending against, or, to the knowledge of such Shareholder, threatened against such Shareholder or any of such Shareholder's properties or assets (including any Subject Shares) before or by any Governmental Authority that would reasonably be expected to prevent, delay or impair the consummation by such Shareholder of the transactions contemplated by this Agreement or otherwise impair such Shareholder's ability to perform its obligations hereunder.

2.7 **Brokers.** No broker, finder, financial advisor, investment banker or other Person is entitled to any brokerage, finder's, financial advisor's or other similar fee or

4

commission from the Buyer, the Company or any of their respective Affiliates in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of such Shareholder.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to the Shareholders that:

3.1 **Organization and Qualification.** Buyer is a duly organized and validly existing corporation in good standing under the Laws of the jurisdiction of its organization.

3.2 **Authority for this Agreement.** Buyer has all requisite entity power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Buyer has been duly and validly authorized by all necessary entity action on the part of Buyer, and no other entity proceedings on the part of Buyer are necessary to authorize this Agreement. This Agreement has been duly and validly executed and delivered by Buyer and, assuming the due authorization, execution and delivery thereof by each of the Shareholders, constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the Enforceability Exceptions.

**ARTICLE IV
ADDITIONAL COVENANTS OF THE SHAREHOLDERS AND BUYER**

Each Shareholder hereby covenants and agrees that until the termination of this Agreement:

4.1 **No Transfer; No Inconsistent Arrangements.** Except as provided hereunder, during the time this Agreement is in effect, such Shareholder shall

not, directly or indirectly, (a) create or permit to exist any Share Lien, other than Permitted Share Liens, on any of such Shareholder's Subject Shares, (b) transfer, sell, assign gift or otherwise dispose of (including, for the avoidance of doubt, by depositing, submitting or otherwise tendering any such Subject Shares into any tender or exchange offer (other than the Offer)), (collectively, "Transfer"), any of such Shareholder's Subject Shares, (or consent to any of the foregoing); provided that any Shareholder shall be permitted to Transfer any Subject Shares to another Shareholder, so long as such Subject Shares continue to be Subject Shares hereunder, (c) enter into any pledging or hedging Contract, derivative arrangement, option or other Contract (including profit sharing agreement) that would prevent Shareholder from delivering the Subject Shares into the Offer or from voting the Subject Shares, in each case, in accordance herewith, (d) grant or permit the grant of any proxy, power-of-attorney or other authorization or consent in or with respect to any such Shareholder's Subject Shares, (e) deposit or permit the deposit of any of such Shareholder's Subject Shares into a voting trust or enter into a voting agreement or arrangement with respect to any of such Shareholder's Subject Shares or (f) take or permit any other action that would prevent the performance of such Shareholder's obligations hereunder or otherwise make any representation or warranty of such Shareholder herein untrue or incorrect. Any action taken in violation of the foregoing sentence shall be null and void *ab initio*; provided that the Transfer restrictions set forth in Section 4.1(b) shall terminate as of 11:59 p.m. (New

5

York City time) on April 25, 2018 (the "Transfer Restriction Cut-Off Time"); it being understood that all Subject Shares not Transferred in accordance with this Agreement after the Transfer Restriction Cut-Off Time shall continue to be subject to all of the restrictions applicable to Subject Shares set forth in this Agreement, including under Article I and this Section 4.1, except for the restrictions set forth in Section 4.1(b). If any involuntary Transfer of any of such Shareholder's Subject Shares shall occur (including a sale by such Shareholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Subject Shares subject to all of the restrictions, obligations, liabilities and rights under this Agreement, which shall continue in full force and effect until valid termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, until the termination of this Agreement, such Shareholder shall not, directly or indirectly, accept any tender offer or exchange offer that constitutes an Alternative Acquisition Proposal and shall not tender any Subject Shares in any such tender offer or exchange offer. Nothing in this Agreement shall prohibit any pledging or hedging or entering into any Contract, derivative arrangement, option or other Contract (including profit sharing agreement) that will not prevent Shareholder from delivering the Subject Shares into the Offer or from voting the Subject Shares, in each case, in accordance herewith. Notwithstanding the foregoing, such Stockholder may make Transfers of its Subject Shares as Buyer may agree in writing in its sole discretion.

4.2 **Documentation and Information.** Such Shareholder shall not, and shall cause its Affiliates and its and their respective directors, officers and employees not to, and such Shareholder shall, and shall cause its Affiliates to, use their reasonable best efforts to cause its and their respective Representatives not to, make any press release, public announcement or other communication to any Third Party regarding this Agreement and the transactions contemplated hereby or the Purchase Agreement and the Transactions without the prior written consent of Buyer, except (a) as such Shareholder reasonably determines (based on the advice of its legal counsel, which may be in-house counsel) is required to be disclosed by applicable Law (provided that reasonable notice of any such disclosure will be provided to Buyer to the extent legally permissible and reasonably practicable), including any filings with the SEC pursuant to the 1934 Act, or (b) for any such announcement that is supportive of the Transactions and not inconsistent with any press release issued by Buyer or the Company in connection with or relating to the Purchase Agreement Amendment, the Offer and the Transactions. Such Shareholder (i) consents to and authorizes the publication and disclosure by Buyer of such Shareholder's identity and holdings of Subject Shares, the nature of such Shareholder's commitments, arrangements and understandings under this Agreement (including, for the avoidance of doubt, the disclosure of this Agreement) and any other information that Buyer reasonably determines upon the advice of counsel is required to be disclosed by applicable Law in any press release, the Offer Documents (in each case, including all schedules and documents filed with the SEC) or any other disclosure document in connection with the Offer, the Post-Offer Reorganization and the other Transactions (provided that notice of any such disclosure will be provided to such Shareholder to the extent reasonably practicable, the Shareholder will have a reasonable opportunity to provide comments on such disclosure and Buyer shall incorporate any reasonable comments to the portions of any such disclosure that make reference to Shareholder's identity and holdings as may be provided by such Shareholder), (ii) agrees to promptly give to Buyer and the Company any information in their reasonable possession or control they may

6

reasonably require for the preparation of any such disclosure documents and (iii) agrees to promptly notify Buyer of any required corrections reasonably known to such Shareholder with respect to any information supplied by such Shareholder specifically for use in any such disclosure document, if and to the extent that any Shareholder reasonably knows such information shall have become false or misleading in any material respect. Buyer agrees to promptly give to such Shareholder any information regarding Buyer that such Shareholder reasonably requires for the preparation of any documents that such Shareholder is required to file with the SEC in connection with the transactions contemplated hereby, including the filing of any Schedule 13D, Schedule 14D-9 or amendments thereto.

4.3 **Adjustments.** In the event of a stock split, stock dividend or distribution, or any change in the Shares by reason of a stock split, reverse stock split, recapitalization, combination, reclassification, readjustment, exchange of shares or the like, the term "Subject Shares" shall be deemed to refer to and include such shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in the transaction.

4.4 **Waiver of Appraisal Rights.** Such Shareholder hereby agrees to, and shall cause its Affiliates to, waive and not exercise any rights of appraisal, any dissenters' rights or any similar rights relating to the Post-Offer Reorganization or any of the other Transactions that such Shareholder or any of its Affiliates may have by virtue of, or with respect to, any Subject Shares.

4.5 **No Solicitation.** Such Shareholder shall not, and shall cause its Affiliates and its and their respective directors, officers and employees not to, and such Shareholder shall, and shall cause its Affiliates to, use their reasonable best efforts to cause its and their respective Representatives not to, and shall not publicly announce any intention to, directly or indirectly (a) solicit, initiate or knowingly facilitate, knowingly induce or encourage (including by providing information, cooperation or assistance) any inquiries or the making of any proposal or offer that constitutes or would reasonably be expected to lead to an Alternative Acquisition Proposal, (b) other than informing Persons of the provisions contained in this Section 4.5, enter into, continue or otherwise participate in any discussions or negotiations regarding any Alternative Acquisition Proposal or (c) execute or enter into any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement or other Contract (whether or not binding) with respect to an Alternative Acquisition Proposal. Such Shareholder shall, and shall cause each of its Affiliates and its and their respective directors, officers and employees to, and shall direct each of the Representatives of the Company and its Affiliates to, immediately cease and cause to be terminated any and all existing discussions or negotiations with any Person conducted prior to the date of this Agreement. Such Shareholder shall as promptly as practicable (and in any event within twenty-four (24) hours) notify Buyer of any Alternative Acquisition Proposal, or any request for information or inquiry that such Shareholder reasonably believes could lead to or contemplates an Alternative Acquisition Proposal, which notification shall include (i) a copy of the applicable written Alternative Acquisition Proposal, request or inquiry (or, if oral, the material terms and conditions of such Alternative Acquisition Proposal, request or inquiry) (including in each case any subsequent material amendments or other material modifications

7

thereto) and (ii) the identity of the third party making such Alternative Acquisition Proposal, request or inquiry.

4.6 **Notice of Certain Events.** Such Shareholder shall notify Buyer of any development occurring after the date hereof that causes, or that would

reasonably be expected to cause, any material breach of any of the representations and warranties of such Shareholder set forth in Article II. Such Shareholder shall promptly notify Buyer of the number of any new Subject Shares acquired by such Shareholder, if any, after the date hereof; it being understood that any such shares shall be subject to the terms of this Agreement as though owned by such Shareholder on the date hereof. Buyer shall notify such Shareholder of any development occurring after the date hereof that causes, or that would reasonably be expected to cause, any breach of any of the representations and warranties of Buyer set forth in Article III.

4.7 **Certain Other Agreements.** During the period from the date of this Agreement through the Closing Date, Buyer shall not, and shall cause Parent not to, enter into any additional, or modify (including by amendment, waiver or termination) any existing, agreements concerning the matters set forth herein with any existing or future shareholder in the Company that have the effect of establishing rights or otherwise benefiting such shareholder with respect to the matters set forth herein in a manner more favorable in any material respect than the rights and benefits established in favor of Shareholder under this Agreement, unless, in any such case, Buyer has agreed to amend this Agreement to provide Shareholder with such rights and benefits.

ARTICLE V MISCELLANEOUS

5.1 **Notices.** All notices, consents, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) on the date of delivery if delivered personally or sent via electronic mail, (b) on the first (1st) Business Day following the date of dispatch if sent by a nationally recognized overnight courier (providing proof of delivery) or (c) on the third (3rd) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid; provided that the notice or other communication is sent to the address or email address set forth (i) if to Buyer, to the address or email address set forth in Section 9.01 of the Purchase Agreement and (ii) if to the Shareholder, to the Shareholder's address or email address set forth on a signature page hereto, or to such other address or email address as such party may hereafter specify for the purpose by notice to each other party hereto.

5.2 **Termination.** This Agreement shall terminate automatically, without any notice or other action by any Person, upon the first to occur of (a) the termination of the Purchase Agreement in accordance with its terms, (b) the consummation all of the Transactions, (c) upon mutual written consent of the parties to terminate this Agreement, (d) the date of any modification, waiver or amendment to the Purchase Agreement in a manner that decreases the Offer Consideration, changes the form of the Offer Consideration or otherwise would be adverse to Shareholders with respect to timing or certainty of the Closing or (e) upon any material breach of the terms of this Agreement by Buyer. Upon termination of this Agreement, no party shall have any further obligations or liabilities under this Agreement; provided, however, that (w) nothing set forth in this Section 5.2 shall relieve any party from liability for any breach of

8

this Agreement prior to termination hereof, (x) the provisions of this Article V shall survive any termination of this Agreement and (y) the provisions of Section 4.4 shall survive any termination of this Agreement in the event the Transactions have been consummated.

5.3 **Amendment; Waiver; Third Party Beneficiary.** This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties. Any agreement on the part of a party to any extension or waiver with respect to this Agreement shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights. The parties hereto expressly agree that the Company shall be a third party beneficiary of this Agreement and shall be entitled to enforce any power, right, privilege or remedy of Buyer hereunder.

5.4 **Expenses.** All fees and expenses incurred in connection herewith and the transactions contemplated hereby shall be paid by the party incurring such fees and expenses, whether or not the Offer or the other Transactions are consummated.

5.5 **Entire Agreement.** This Agreement, together with Schedule A, and the other documents and certificates delivered pursuant hereto, constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to, the subject matter of this Agreement.

5.6 **Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties, except that Buyer may assign, in its sole discretion, any of or all its rights, interests and obligations under this Agreement to any one or more direct or indirect wholly owned Subsidiaries or Affiliates controlled by Parent, but no such assignment shall relieve Buyer of any of its obligations under this Agreement. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

5.7 **Specific Enforcement; Jurisdiction.** (a) The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached, and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions, or any other appropriate form of equitable relief, to prevent breaches of this Agreement and to enforce specifically the performance of the terms and provisions of this Agreement in any court referred to in Section 5.7(b), without the necessity of proving the inadequacy of money damages as a remedy (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties acknowledges and agrees that the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without such right, none of the parties would have entered into this Agreement.

(b) Each of the parties hereto hereby (a) irrevocably and unconditionally submits to the personal jurisdiction of the Chosen Courts, (b) agrees that it will not attempt to

9

deny or defeat such personal jurisdiction by motion or other request for leave from any such Chosen Court, (c) agrees that any Actions arising in connection with or relating to this Agreement or the transactions contemplated hereby shall be brought, tried and determined only in the Chosen Courts, (d) waives any claim of improper venue or any claim that the Chosen Courts are an inconvenient forum and (e) agrees that it will not bring any Action relating to this Agreement or the Transactions in any court other than the Chosen Courts. Each of the parties hereto hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby: (i) any claim that such party is not personally subject to the jurisdiction of the Chosen Courts as described herein for any reason; (ii) that it or its property is exempt or immune from jurisdiction of any such Chosen Court or from any legal process commenced in such courts (whether through service of process, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (iii) that (A) the Action in any such court is brought in an inconvenient forum, (B) the venue of such Action is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such Chosen Courts.

5.8 **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT

HEREOF OR THEREOF. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF AN ACTION, (B) SUCH PARTY HAS CONSIDERED AND UNDERSTANDS THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.8

5.9 **Governing Law.** This Agreement, and any Action arising out of or relating to this Agreement or the transactions contemplated by this Agreement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles thereof.

5.10 **Parties in Interest.** This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

5.11 **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions

10

and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party.

5.12 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Delivery of an executed counterpart of a signature page of this Agreement by portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

5.13 **Interpretation.** When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes", or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The meanings assigned to each term defined herein shall be equally applicable to both the singular and plural forms of such term, and words denoting any gender shall include all genders. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

5.14 **Further Assurances.** Buyer and each Shareholder will execute and deliver, or cause to be executed and delivered, all further documents and instruments and use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and regulations, to perform their obligations under this Agreement.

[remainder of page intentionally left blank]

11

IN WITNESS WHEREOF, the parties are executing this Agreement as of the date first written above.

QUALCOMM RIVER HOLDINGS B.V.

By: /s/ Edwin Denekamp
Name: Edwin Denekamp
Title: Managing Director A

QUALCOMM RIVER HOLDINGS B.V.

By: /s/ Adam Schwenker
Name: Adam Schwenker
Title: Managing Director B

SHAREHOLDERS:

D. E. Shaw Valence Portfolios, L.L.C.

By: /s/ Michael O'Mary
Name: Michael O'Mary
Title: Authorized Signatory

1166 Avenue of the Americas, 9th Floor
New York, NY 10036
Attention: Michael O'Mary
Email: Michael.OMary@deshaw.com

D. E. Shaw Kalon Portfolios, L.L.C.

By: /s/ Michael O'Mary
Name: Michael O'Mary
Title: Authorized Signatory

1166 Avenue of the Americas, 9th Floor
New York, NY 10036
Attention: Michael O'Mary
Email: Michael.OMary@deshaw.com

D. E. Shaw Orienteer Portfolios, L.L.C.

By: /s/ Michael O'Mary
Name: Michael O'Mary
Title: Authorized Signatory

1166 Avenue of the Americas, 9th Floor
New York, NY 10036
Attention: Michael O'Mary
Email: Michael.OMary@deshaw.com

D. E. Shaw Oculus Portfolios, L.L.C.

By: /s/ Michael O'Mary
Name: Michael O'Mary
Title: Authorized Signatory

1166 Avenue of the Americas, 9th Floor
New York, NY 10036
Attention: Michael O'Mary
Email: Michael.OMary@deshaw.com

D. E. Shaw Orienteer X Portfolios, L.L.C.

By: /s/ Michael O'Mary
Name: Michael O'Mary
Title: Authorized Signatory

1166 Avenue of the Americas, 9th Floor
New York, NY 10036
Attention: Michael O'Mary
Email: Michael.OMary@deshaw.com

D. E. Shaw Asymptote Portfolios, L.L.C.

By: /s/ Michael O'Mary
Name: Michael O'Mary
Title: Authorized Signatory

1166 Avenue of the Americas, 9th Floor
New York, NY 10036
Attention: Michael O'Mary
Email: Michael.OMary@deshaw.com

Schedule A

<u>Name of Shareholder</u>	<u>Number of Shares</u>
D. E. Shaw Valence Portfolios, L.L.C.	3,824,429
D. E. Shaw Kalon Portfolios, L.L.C.	3,657,977
D. E. Shaw Orienteer Portfolios, L.L.C.	202,200
D. E. Shaw Oculus Portfolios, L.L.C.	163,732
D. E. Shaw Orienteer X Portfolios, L.L.C.	56,925
D. E. Shaw Asymptote Portfolios, L.L.C.	109

TENDER AND SUPPORT AGREEMENT

This TENDER AND SUPPORT AGREEMENT (this “Agreement”), dated as of February 20, 2018, is entered into by and among QUALCOMM RIVER HOLDINGS B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the Laws of The Netherlands (“Buyer”), and the undersigned shareholders of NXP SEMICONDUCTORS N.V., a public limited liability company (*naamloze vennootschap*) organized under the Laws of The Netherlands (the “Company”) set forth on Schedule A hereto (each, a “Shareholder”). All terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Purchase Agreement and the Purchase Agreement Amendment (each as defined below), in each case as of the date hereof.

WHEREAS, as of the date hereof, each Shareholder is the owner of the number of Shares set forth opposite the Shareholder’s name on Schedule A (all such Shares set forth on Schedule A next to the Shareholder’s name, together with any Shares that are hereafter issued to or that ownership of is otherwise directly or indirectly acquired by the Shareholder prior to the termination of this Agreement, including for the avoidance of doubt any Shares acquired by the Shareholder upon the conversion of any securities convertible into Shares after the date hereof, (but excluding, for the avoidance of doubt, any Shares that may be deemed to be beneficially owned because they are the subject of an option or other derivatives contract, but are not capable of being voted or tendered by Shareholder) being referred to herein as the “Subject Shares”);

WHEREAS, Buyer and the Company previously entered into the Purchase Agreement, dated as of October 27, 2016 (as amended, restated, supplemented or otherwise modified in accordance with the terms thereof, the “Purchase Agreement”), pursuant to which, among other things, (a) Buyer has commenced a tender offer to purchase any and all of the outstanding Shares and (b) following the closing of the Subsequent Offering Period (as it may be extended by the Minority Exit Offering Period), it is Buyer’s intent to effectuate, and to cause the Company to effectuate, the Post-Offer Reorganization, in each case, upon the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, concurrent with the execution of this Agreement, Buyer and the Company are entering into an amendment to the Purchase Agreement (the “Purchase Agreement Amendment”), a copy of which has been previously provided to Shareholder, so as to, among other things, increase the Offer Consideration from \$110.00 per Share in cash to \$127.50 per Share in cash; and

WHEREAS, as a condition to its willingness to enter into the Purchase Agreement Amendment, and as an inducement and consideration for Buyer to enter into the Purchase Agreement Amendment, each Shareholder has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I AGREEMENT TO TENDER AND VOTE

1.1 Agreement to Tender.

(a) Subject to the terms of this Agreement, each Shareholder agrees to tender or cause to be tendered in the Offer all of its Subject Shares pursuant to and in accordance with the terms of the Offer, free and clear of all Share Liens (as defined below) except for Permitted Share Liens. Without limiting the generality of the foregoing, but subject to the terms of this Agreement, no later than the later of (I) two (2) Business Days following Shareholders’ receipt of written notice from Buyer (a “Buyer Notice”) that (x) all Offer Conditions, other than the Minimum Condition and those conditions that by their nature are to be satisfied in connection with the Closing, have been satisfied and (y) it is Buyer’s expectation to cause the Acceptance Time to occur promptly following the then-current Expiration Time and (II) five (5) Business Days prior to the Expiration Time, each Shareholder shall deliver or cause to be delivered to the depository designated in the Offer pursuant to the terms of the Offer (i) a letter of transmittal with respect to all of such Shareholder’s Subject Shares complying with the terms of the Offer, (ii) written instructions to such Shareholder’s broker, dealer, commercial bank, trust company or other nominee that such Subject Shares be tendered, including a reference to this Agreement, and requesting delivery of an “agent’s message” (or such other evidence, if any, of transfer as the depository for the Offer may reasonably request) and (iii) all other documents or instruments required to be delivered by all other Company shareholders tendering into the Offer pursuant to the terms of the Offer. Each Shareholder agrees that, once any of its Subject Shares are tendered, such Shareholder will not withdraw and will cause not to be withdrawn such Subject Shares from the Offer unless and until this Agreement shall have been validly terminated in accordance with Section 5.2; provided, that Shareholder may withdraw its Subject Shares in the event the then-current Expiration Date is extended in accordance with the Purchase Agreement for a period of more than five (5) Business Days so long as such Subject Shares are delivered no less than the later of (x) two (2) Business Days following Shareholders’ receipt of a new Buyer Notice and (y) five (5) Business Days prior to the Expiration Time.

(b) If the Offer is terminated or withdrawn by Buyer, or the Purchase Agreement is validly terminated prior to the Acceptance Time in accordance with its terms, Buyer shall promptly return, and shall cause the depository for the Offer to return, all tendered Shares to the registered holders of such tendered Shares (and in connection with the foregoing, Buyer shall direct the depository to promptly return such tendered Shares).

1.2 Voting of Subject Shares. Subject to the terms of this Agreement, each Shareholder hereby irrevocably and unconditionally agrees that, during the time this Agreement is in effect, at any annual or extraordinary general meeting of the shareholders of the Company, however called, including any adjournment or postponement thereof, and in connection with any action proposed to be taken by written consent of the shareholders of the Company, such Shareholder shall, in each case to the fullest extent that its Subject Shares are entitled to vote thereon: (a) appear at each such meeting or otherwise cause all such Subject Shares to be counted as present thereat for purposes of determining a quorum, and (b) be present (in person or by proxy) and vote (or cause to be voted), or deliver (or cause to be delivered) a written consent with respect to, all of its Subject Shares (i) in favor of any proposal recommended by the Company Board that is intended to facilitate the consummation of the Transactions, (ii) against

any action or agreement that would reasonably be expected to (A) result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Purchase Agreement or the Purchase Agreement Amendment, or of such Shareholder contained in this Agreement, or (B) result in any of the conditions set forth in Annex I of the Purchase Agreement not being satisfied on or before the End Date, and (iii) against any Alternative Acquisition Proposal (or any proposal relating to an Alternative Acquisition Proposal) and against any other proposed action, agreement or transaction involving the Company that would reasonably be expected, to impede, interfere with, delay, postpone, adversely affect or prevent the consummation of the Offer or the other Transactions, including (x) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company (other than the Offer or the other Transactions), (y) a sale, lease, license or transfer of a material amount of assets (including, for the avoidance of doubt, Company Intellectual Property Rights and capital stock of Subsidiaries of the Company) of the Company or any reorganization, recapitalization or liquidation of the Company or (z) any change in the present authorized capitalization of the Company or any amendment or other change to the Company Organizational Documents. Each Shareholder shall retain at all times the right to vote the Subject Shares in such Shareholder’s sole discretion, and without any other limitation, on any matters that are at any time or from time to time presented for consideration to the Company’s shareholder generally.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS**

Each Shareholder represents and warrants, severally and not jointly, to Buyer that:

2.1 **Authorization; Binding Agreement.** Such Shareholder is duly organized and validly existing in good standing under the Laws of the jurisdiction in which it is incorporated or constituted and the consummation of the transactions contemplated hereby are within such Shareholder's entity powers and have been duly authorized by all necessary entity actions on the part of such Shareholder, and such Shareholder has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by such Shareholder and, assuming the due authorization, execution and delivery of this Agreement by Buyer, constitutes a valid and binding obligation of such Shareholder enforceable against such Shareholder in accordance with its terms, subject to the Enforceability Exceptions.

2.2 **Non-Contravention.** Neither the execution and delivery of this Agreement by such Shareholder nor the consummation by such Shareholder of the transactions contemplated hereby nor compliance by such Shareholder with any provisions herein will (a) violate, contravene or conflict with, or result in a breach of any provision of, the certificate of incorporation or bylaws (or other similar governing documents) of such Shareholder, (b) require any consent, approval, authorization, declaration or permit of, action by, filing with or notification to, any Governmental Authority on the part of such Shareholder, except for the filing of such reports as may be required under Section 13(d) and Section 14(d) of the 1934 Act in connection with this Agreement and the transactions contemplated hereby, (c) violate, contravene or conflict with, or result in a breach of any provisions of, or require any consent, waiver or approval or result in a default or loss of a benefit (or give rise to any right of termination, cancellation, modification or acceleration or any event that, with the giving of

3

notice, the passage of time or otherwise, would constitute a default or give rise to any such right) under any of the terms, conditions or provisions of any Contract or other instrument or obligation to which such Shareholder is a party or by which such Shareholder or any of its Subject Shares are bound, (d) result (or, with the giving of notice, the passage of time or otherwise, would result) in the creation or imposition of any Share Lien (as defined below) of any kind on any asset of such Shareholder (other than one created by Buyer or otherwise pursuant to this Agreement) or (e) violate, contravene or conflict with any Law or Order applicable to such Shareholder or by which any of its Subject Shares are bound, except for any of the foregoing as could not reasonably be expected, either individually or in the aggregate, to materially impair, impede, delay or frustrate the ability of such Shareholder to perform such Shareholder's obligations hereunder on a timely basis.

2.3 **Ownership of Subject Shares; Total Shares.** Such Shareholder is the direct or indirect owner of all such Shareholder's Subject Shares, has the right to vote and tender or cause the voting or tendering of such Subject Shares as contemplated hereby, and has, directly or indirectly, good and marketable title to all such Subject Shares free and clear of any Liens, proxies, voting trusts or agreements, options or rights, understandings or arrangements inconsistent with this Agreement or the transactions contemplated hereby, or any other encumbrances or restrictions whatsoever on title, transfer or exercise of any rights of a shareholder in respect of such Subject Shares (collectively, "Share Liens"), except for any such Share Lien that may be imposed pursuant to (i) this Agreement, (ii) any applicable restrictions on transfer under the 1933 Act or any state securities Law, (iii) collateral and rehypothecation arrangements with prime brokers in margin accounts; and (iv) any Share Liens that could not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform fully its obligations hereunder with respect to the applicable Subject Shares on a timely basis (collectively, "Permitted Share Liens"). The Shares listed on Schedule A opposite such Shareholder's name constitute all of the Shares owned by such Shareholder as of the date hereof, and such Shareholder and its Affiliates do not own any rights to acquire Shares or any securities convertible into or exchangeable for Shares.

2.4 **Voting Power.** Such Shareholder has voting power with respect to all such Shareholder's Subject Shares, and power of disposition, power to issue instructions with respect to the matters set forth in Article I and Article IV, power to demand or waive any appraisal rights with respect to the Subject Shares and power to agree to all of the matters set forth in this Agreement, in each case with respect to all such Shareholder's Subject Shares.

2.5 **Reliance.** Such Shareholder understands and acknowledges that Buyer is entering into the Purchase Agreement Amendment in reliance upon such Shareholder's execution, delivery and performance of this Agreement.

2.6 **Absence of Litigation.** With respect to such Shareholder, as of the date hereof, there is no Action pending against, or, to the knowledge of such Shareholder, threatened against such Shareholder or any of such Shareholder's properties or assets (including any Subject Shares) before or by any Governmental Authority that would reasonably be expected to prevent, delay or impair the consummation by such Shareholder of the transactions contemplated by this Agreement or otherwise impair such Shareholder's ability to perform its obligations hereunder.

4

2.7 **Brokers.** No broker, finder, financial advisor, investment banker or other Person is entitled to any brokerage, finder's, financial advisor's or other similar fee or commission from the Buyer, the Company or any of their respective Affiliates in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of such Shareholder.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to the Shareholders that:

3.1 **Organization and Qualification.** Buyer is a duly organized and validly existing corporation in good standing under the Laws of the jurisdiction of its organization.

3.2 **Authority for this Agreement.** Buyer has all requisite entity power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Buyer has been duly and validly authorized by all necessary entity action on the part of Buyer, and no other entity proceedings on the part of Buyer are necessary to authorize this Agreement. This Agreement has been duly and validly executed and delivered by Buyer and, assuming the due authorization, execution and delivery thereof by each of the Shareholders, constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the Enforceability Exceptions.

**ARTICLE IV
ADDITIONAL COVENANTS OF THE SHAREHOLDERS AND BUYER**

Each Shareholder hereby covenants and agrees that until the termination of this Agreement:

4.1 **No Transfer; No Inconsistent Arrangements.** Except as provided hereunder, during the time this Agreement is in effect, such Shareholder shall not, directly or indirectly, (a) create or permit to exist any Share Lien, other than Permitted Share Liens, on any of such Shareholder's Subject Shares, (b) transfer, sell, assign

gift or otherwise dispose of (including, for the avoidance of doubt, by depositing, submitting or otherwise tendering any such Subject Shares into any tender or exchange offer (other than the Offer)), (collectively, “Transfer”), any of such Shareholder’s Subject Shares, (or consent to any of the foregoing);provided that any Shareholder shall be permitted to Transfer any Subject Shares to another Shareholder, so long as such Subject Shares continue to be Subject Shares hereunder, (c) enter into any pledging or hedging Contract, derivative arrangement, option or other Contract (including profit sharing agreement) that would prevent Shareholder from delivering the Subject Shares into the Offer or from voting the Subject Shares, in each case, in accordance herewith, (d) grant or permit the grant of any proxy, power-of-attorney or other authorization or consent in or with respect to any such Shareholder’s Subject Shares, (e) deposit or permit the deposit of any of such Shareholder’s Subject Shares into a voting trust or enter into a voting agreement or arrangement with respect to any of such Shareholder’s Subject Shares or (f) take or permit any other action that would prevent the performance of such Shareholder’s obligations hereunder or otherwise make any representation or warranty of such Shareholder herein untrue or incorrect.

5

Any action taken in violation of the foregoing sentence shall be null and void *ab initio*; provided that the Transfer restrictions set forth in Section 4.1(b) shall terminate as of 11:59 p.m. (New York City time) on April 25, 2018 (the “Transfer Restriction Cut-Off Time”); it being understood that all Subject Shares not Transferred in accordance with this Agreement after the Transfer Restriction Cut-Off Time shall continue to be subject to all of the restrictions applicable to Subject Shares set forth in this Agreement, including under Article I and this Section 4.1, except for the restrictions set forth in Section 4.1(b). If any involuntary Transfer of any of such Shareholder’s Subject Shares shall occur (including a sale by such Shareholder’s trustee in any bankruptcy, or a sale to a purchaser at any creditor’s or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Subject Shares subject to all of the restrictions, obligations, liabilities and rights under this Agreement, which shall continue in full force and effect until valid termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, until the termination of this Agreement, such Shareholder shall not, directly or indirectly, accept any tender offer or exchange offer that constitutes an Alternative Acquisition Proposal and shall not tender any Subject Shares in any such tender offer or exchange offer. Nothing in this Agreement shall prohibit any pledging or hedging or entering into any Contract, derivative arrangement, option or other Contract (including profit sharing agreement) that will not prevent Shareholder from delivering the Subject Shares into the Offer or from voting the Subject Shares, in each case, in accordance herewith. Notwithstanding the foregoing, such Stockholder may make Transfers of its Subject Shares as Buyer may agree in writing in its sole discretion.

4.2 **Documentation and Information.** Such Shareholder shall not, and shall cause its Affiliates and its and their respective directors, officers and employees not to, and such Shareholder shall, and shall cause its Affiliates to, use their reasonable best efforts to cause its and their respective Representatives not to, make any press release, public announcement or other communication to any Third Party regarding this Agreement and the transactions contemplated hereby or the Purchase Agreement and the Transactions without the prior written consent of Buyer, except (a) as such Shareholder reasonably determines (based on the advice of its legal counsel, which may be in-house counsel) is required to be disclosed by applicable Law (provided that reasonable notice of any such disclosure will be provided to Buyer to the extent legally permissible and reasonably practicable), including any filings with the SEC pursuant to the 1934 Act, or (b) for any such announcement that is supportive of the Transactions and not inconsistent with any press release issued by Buyer or the Company in connection with or relating to the Purchase Agreement Amendment, the Offer and the Transactions. Such Shareholder (i) consents to and authorizes the publication and disclosure by Buyer of such Shareholder’s identity and holdings of Subject Shares, the nature of such Shareholder’s commitments, arrangements and understandings under this Agreement (including, for the avoidance of doubt, the disclosure of this Agreement) and any other information that Buyer reasonably determines upon the advice of counsel is required to be disclosed by applicable Law in any press release, the Offer Documents (in each case, including all schedules and documents filed with the SEC) or any other disclosure document in connection with the Offer, the Post-Offer Reorganization and the other Transactions (provided that notice of any such disclosure will be provided to such Shareholder to the extent reasonably practicable, the Shareholder will have a reasonable opportunity to provide comments on such disclosure and Buyer shall incorporate any reasonable comments to the portions of any such disclosure that make reference to Shareholder’s

6

identity and holdings as may be provided by such Shareholder), (ii) agrees to promptly give to Buyer and the Company any information in their reasonable possession or control they may reasonably require for the preparation of any such disclosure documents and (iii) agrees to promptly notify Buyer of any required corrections reasonably known to such Shareholder with respect to any information supplied by such Shareholder specifically for use in any such disclosure document, if and to the extent that any Shareholder reasonably knows such information shall have become false or misleading in any material respect. Buyer agrees to promptly give to such Shareholder any information regarding Buyer that such Shareholder reasonably requires for the preparation of any documents that such Shareholder is required to file with the SEC in connection with the transactions contemplated hereby, including the filing of any Schedule 13D, Schedule 14D-9 or amendments thereto.

4.3 **Adjustments.** In the event of a stock split, stock dividend or distribution, or any change in the Shares by reason of a stock split, reverse stock split, recapitalization, combination, reclassification, readjustment, exchange of shares or the like, the term “Subject Shares” shall be deemed to refer to and include such shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in the transaction.

4.4 **Waiver of Appraisal Rights.** Such Shareholder hereby agrees to, and shall cause its Affiliates to, waive and not exercise any rights of appraisal, any dissenters’ rights or any similar rights relating to the Post-Offer Reorganization or any of the other Transactions that such Shareholder or any of its Affiliates may have by virtue of, or with respect to, any Subject Shares.

4.5 **No Solicitation.** Such Shareholder shall not, and shall cause its Affiliates and its and their respective directors, officers and employees not to, and such Shareholder shall, and shall cause its Affiliates to, use their reasonable best efforts to cause its and their respective Representatives not to, and shall not publicly announce any intention to, directly or indirectly (a) solicit, initiate or knowingly facilitate, knowingly induce or encourage (including by providing information, cooperation or assistance) any inquiries or the making of any proposal or offer that constitutes or would reasonably be expected to lead to an Alternative Acquisition Proposal, (b) other than informing Persons of the provisions contained in this Section 4.5, enter into, continue or otherwise participate in any discussions or negotiations regarding any Alternative Acquisition Proposal or (c) execute or enter into any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement or other Contract (whether or not binding) with respect to an Alternative Acquisition Proposal. Such Shareholder shall, and shall cause each of its Affiliates and its and their respective directors, officers and employees to, and shall direct each of the Representatives of the Company and its Affiliates to, immediately cease and cause to be terminated any and all existing discussions or negotiations with any Person conducted prior to the date of this Agreement. Such Shareholder shall as promptly as practicable (and in any event within twenty-four (24) hours) notify Buyer of any Alternative Acquisition Proposal, or any request for information or inquiry that such Shareholder reasonably believes could lead to or contemplates an Alternative Acquisition Proposal, which notification shall include (i) a copy of the applicable written Alternative Acquisition Proposal, request or inquiry (or, if oral, the material terms and conditions of such Alternative Acquisition Proposal, request or inquiry)

7

(including in each case any subsequent material amendments or other material modifications thereto) and (ii) the identity of the third party making such Alternative Acquisition Proposal, request or inquiry.

4.6 **Notice of Certain Events.** Such Shareholder shall notify Buyer of any development occurring after the date hereof that causes, or that would

reasonably be expected to cause, any material breach of any of the representations and warranties of such Shareholder set forth in Article II. Such Shareholder shall promptly notify Buyer of the number of any new Subject Shares acquired by such Shareholder, if any, after the date hereof; it being understood that any such shares shall be subject to the terms of this Agreement as though owned by such Shareholder on the date hereof. Buyer shall notify such Shareholder of any development occurring after the date hereof that causes, or that would reasonably be expected to cause, any breach of any of the representations and warranties of Buyer set forth in Article III.

4.7 **Certain Other Agreements.** During the period from the date of this Agreement through the Closing Date, Buyer shall not, and shall cause Parent not to, enter into any additional, or modify (including by amendment, waiver or termination) any existing, agreements concerning the matters set forth herein with any existing or future shareholder in the Company that have the effect of establishing rights or otherwise benefiting such shareholder with respect to the matters set forth herein in a manner more favorable in any material respect than the rights and benefits established in favor of Shareholder under this Agreement, unless, in any such case, Buyer has agreed to amend this Agreement to provide Shareholder with such rights and benefits.

ARTICLE V MISCELLANEOUS

5.1 **Notices.** All notices, consents, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) on the date of delivery if delivered personally or sent via electronic mail, (b) on the first (1st) Business Day following the date of dispatch if sent by a nationally recognized overnight courier (providing proof of delivery) or (c) on the third (3rd) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid; provided that the notice or other communication is sent to the address or email address set forth (i) if to Buyer, to the address or email address set forth in Section 9.01 of the Purchase Agreement and (ii) if to the Shareholder, to the Shareholder's address or email address set forth on a signature page hereto, or to such other address or email address as such party may hereafter specify for the purpose by notice to each other party hereto.

5.2 **Termination.** This Agreement shall terminate automatically, without any notice or other action by any Person, upon the first to occur of (a) the termination of the Purchase Agreement in accordance with its terms, (b) the consummation all of the Transactions, (c) upon mutual written consent of the parties to terminate this Agreement, (d) the date of any modification, waiver or amendment to the Purchase Agreement in a manner that decreases the Offer Consideration, changes the form of the Offer Consideration or otherwise would be adverse to Shareholders with respect to timing or certainty of the Closing or (e) upon any material breach of the terms of this Agreement by Buyer. Upon termination of this Agreement, no party shall have any further obligations or liabilities under this Agreement; provided, however, that

8

(w) nothing set forth in this Section 5.2 shall relieve any party from liability for any breach of this Agreement prior to termination hereof, (x) the provisions of this Article V shall survive any termination of this Agreement and (y) the provisions of Section 4.4 shall survive any termination of this Agreement in the event the Transactions have been consummated.

5.3 **Amendment; Waiver; Third Party Beneficiary.** This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties. Any agreement on the part of a party to any extension or waiver with respect to this Agreement shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights. The parties hereto expressly agree that the Company shall be a third party beneficiary of this Agreement and shall be entitled to enforce any power, right, privilege or remedy of Buyer hereunder.

5.4 **Expenses.** All fees and expenses incurred in connection herewith and the transactions contemplated hereby shall be paid by the party incurring such fees and expenses, whether or not the Offer or the other Transactions are consummated.

5.5 **Entire Agreement.** This Agreement, together with Schedule A, and the other documents and certificates delivered pursuant hereto, constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to, the subject matter of this Agreement.

5.6 **Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties, except that Buyer may assign, in its sole discretion, any of or all its rights, interests and obligations under this Agreement to any one or more direct or indirect wholly owned Subsidiaries or Affiliates controlled by Parent, but no such assignment shall relieve Buyer of any of its obligations under this Agreement. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

5.7 **Specific Enforcement; Jurisdiction.** (a) The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached, and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions, or any other appropriate form of equitable relief, to prevent breaches of this Agreement and to enforce specifically the performance of the terms and provisions of this Agreement in any court referred to in Section 5.7(b), without the necessity of proving the inadequacy of money damages as a remedy (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties acknowledges and agrees that the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without such right, none of the parties would have entered into this Agreement.

9

(b) Each of the parties hereto hereby (a) irrevocably and unconditionally submits to the personal jurisdiction of the Chosen Courts, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such Chosen Court, (c) agrees that any Actions arising in connection with or relating to this Agreement or the transactions contemplated hereby shall be brought, tried and determined only in the Chosen Courts, (d) waives any claim of improper venue or any claim that the Chosen Courts are an inconvenient forum and (e) agrees that it will not bring any Action relating to this Agreement or the Transactions in any court other than the Chosen Courts. Each of the parties hereto hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby: (i) any claim that such party is not personally subject to the jurisdiction of the Chosen Courts as described herein for any reason; (ii) that it or its property is exempt or immune from jurisdiction of any such Chosen Court or from any legal process commenced in such courts (whether through service of process, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (iii) that (A) the Action in any such court is brought in an inconvenient forum, (B) the venue of such Action is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such Chosen Courts.

5.8 **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF OR THEREOF. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF AN ACTION,

(B) SUCH PARTY HAS CONSIDERED AND UNDERSTANDS THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.8

5.9 **Governing Law.** This Agreement, and any Action arising out of or relating to this Agreement or the transactions contemplated by this Agreement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles thereof.

5.10 **Parties in Interest.** This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

10

5.11 **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party.

5.12 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Delivery of an executed counterpart of a signature page of this Agreement by portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

5.13 **Interpretation.** When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes", or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The meanings assigned to each term defined herein shall be equally applicable to both the singular and plural forms of such term, and words denoting any gender shall include all genders. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

5.14 **Further Assurances.** Buyer and each Shareholder will execute and deliver, or cause to be executed and delivered, all further documents and instruments and use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and regulations, to perform their obligations under this Agreement.

[remainder of page intentionally left blank]

11

IN WITNESS WHEREOF, the parties are executing this Agreement as of the date first written above.

QUALCOMM RIVER HOLDINGS B.V.

By: /s/ Edwin Denekamp
Name: Edwin Denekamp
Title: Managing Director A

QUALCOMM RIVER HOLDINGS B.V.

By: /s/ Adam Schwenker
Name: Adam Schwenker
Title: Managing Director B

SHAREHOLDERS:

Davidson Kempner International Ltd.

By: Davidson Kempner Capital Management LP, its investment manager

By: /s/ Zachary Z. Altschuler
Name: Zachary Z. Altschuler
Title: Managing Member

520 Madison Avenue, 30th Floor
New York, NY 10022

Attention: Zachary Z. Altschuler
Kevin Dibble
Shulamit Leviant

Email: zaltschuler@dkpartners.com
kdibble@dkpartners.com
sleviant@skpartners.com

Davidson Kempner Institutional Partners, L.P.

By: Davidson Kempner Advisors Inc., its general partner

By: /s/ Zachary Z. Altschuler

Name: Zachary Z. Altschuler

Title: Principal

520 Madison Avenue, 30th Floor
New York, NY 10022

Attention: Zachary Z. Altschuler
Kevin Dibble
Shulamit Leviant

Email: zaltschuler@dkpartners.com
kdibble@dkpartners.com
sleviant@skpartners.com

Davidson Kempner Partners

By: MHD Management Co., its general partner

By: MHD Management Co., L.L.C., its general partner

By: /s/ Zachary Z. Altschuler

Name: Zachary Z. Altschuler

Title: Limited Partner

520 Madison Avenue, 30th Floor
New York, NY 10022

Attention: Zachary Z. Altschuler
Kevin Dibble
Shulamit Leviant

Email: zaltschuler@dkpartners.com
kdibble@dkpartners.com
sleviant@skpartners.com

M.H. Davidson & Co.

By: M.H. Davidson & Co., L.L.C., its general partner

By: /s/ Zachary Z. Altschuler

Name: Zachary Z. Altschuler

Title: Limited Partner

520 Madison Avenue, 30th Floor
New York, NY 10022

Attention: Zachary Z. Altschuler
Kevin Dibble
Shulamit Leviant

Email: zaltschuler@dkpartners.com
kdibble@dkpartners.com
sleviant@skpartners.com

Schedule A

Name of Shareholder	Number of Shares
Davidson Kempner International Ltd.	6,745,576
Davidson Kempner Institutional Partners, L.P.	6,232,344
Davidson Kempner Partners	2,943,732
M.H. Davidson & Co.	423,335

TENDER AND SUPPORT AGREEMENT

This TENDER AND SUPPORT AGREEMENT (this “Agreement”), dated as of February 20, 2018, is entered into by and among QUALCOMM RIVER HOLDINGS B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the Laws of The Netherlands (“Buyer”), and the undersigned shareholders of NXP SEMICONDUCTORS N.V., a public limited liability company (*naamloze vennootschap*) organized under the Laws of The Netherlands (the “Company”), set forth on Schedule A hereto (each, a “Shareholder”). All terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Purchase Agreement and the Purchase Agreement Amendment (each as defined below), in each case as of the date hereof.

WHEREAS, as of the date hereof, each Shareholder is the owner of the number of Shares set forth opposite the Shareholder’s name on Schedule A (all such Shares set forth on Schedule A next to the Shareholder’s name, together with any Shares that are hereafter issued to or that ownership of is otherwise directly or indirectly acquired by the Shareholder prior to the termination of this Agreement, including for the avoidance of doubt any Shares acquired by the Shareholder upon the conversion of any securities convertible into Shares after the date hereof, (but excluding, for the avoidance of doubt, any Shares that may be deemed to be beneficially owned because they are the subject of an option or other derivatives contract, but are not capable of being voted or tendered by Shareholder) being referred to herein as the “Subject Shares”);

WHEREAS, Buyer and the Company previously entered into the Purchase Agreement, dated as of October 27, 2016 (as amended, restated, supplemented or otherwise modified in accordance with the terms thereof, the “Purchase Agreement”), pursuant to which, among other things, (a) Buyer has commenced a tender offer to purchase any and all of the outstanding Shares and (b) following the closing of the Subsequent Offering Period (as it may be extended by the Minority Exit Offering Period), it is Buyer’s intent to effectuate, and to cause the Company to effectuate, the Post-Offer Reorganization, in each case, upon the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, concurrent with the execution of this Agreement, Buyer and the Company are entering into an amendment to the Purchase Agreement (the “Purchase Agreement Amendment”), a copy of which has been previously provided to Shareholder, so as to, among other things, increase the Offer Consideration from \$110.00 per Share in cash to \$127.50 per Share in cash; and

WHEREAS, as a condition to its willingness to enter into the Purchase Agreement Amendment, and as an inducement and consideration for Buyer to enter into the Purchase Agreement Amendment, each Shareholder has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I AGREEMENT TO TENDER AND VOTE

1.1 Agreement to Tender.

(a) Subject to the terms of this Agreement, each Shareholder agrees to tender or cause to be tendered in the Offer all of its Subject Shares pursuant to and in accordance with the terms of the Offer, free and clear of all Share Liens (as defined below) except for Permitted Share Liens. Without limiting the generality of the foregoing, but subject to the terms of this Agreement, no later than the later of (I) two (2) Business Days following Shareholders’ receipt of written notice from Buyer (a “Buyer Notice”) that (x) all Offer Conditions, other than the Minimum Condition and those conditions that by their nature are to be satisfied in connection with the Closing, have been satisfied and (y) it is Buyer’s expectation to cause the Acceptance Time to occur promptly following the then-current Expiration Time and (II) five (5) Business Days prior to the Expiration Time, each Shareholder shall deliver or cause to be delivered to the depository designated in the Offer pursuant to the terms of the Offer (i) a letter of transmittal with respect to all of such Shareholder’s Subject Shares complying with the terms of the Offer, (ii) written instructions to such Shareholder’s broker, dealer, commercial bank, trust company or other nominee that such Subject Shares be tendered, including a reference to this Agreement, and requesting delivery of an “agent’s message” (or such other evidence, if any, of transfer as the depository for the Offer may reasonably request) and (iii) all other documents or instruments required to be delivered by all other Company shareholders tendering into the Offer pursuant to the terms of the Offer. Each Shareholder agrees that, once any of its Subject Shares are tendered, such Shareholder will not withdraw and will cause not to be withdrawn such Subject Shares from the Offer unless and until this Agreement shall have been validly terminated in accordance with Section 5.2; provided, that Shareholder may withdraw its Subject Shares in the event the then-current Expiration Date is extended in accordance with the Purchase Agreement for a period of more than five (5) Business Days so long as such Subject Shares are delivered no less than the later of (x) two (2) Business Days following Shareholders’ receipt of a new Buyer Notice and (y) five (5) Business Days prior to the Expiration Time.

(b) If the Offer is terminated or withdrawn by Buyer, or the Purchase Agreement is validly terminated prior to the Acceptance Time in accordance with its terms, Buyer shall promptly return, and shall cause the depository for the Offer to return, all tendered Shares to the registered holders of such tendered Shares (and in connection with the foregoing, Buyer shall direct the depository to promptly return such tendered Shares).

1.2 Voting of Subject Shares. Subject to the terms of this Agreement, each Shareholder hereby irrevocably and unconditionally agrees that, during the time this Agreement is in effect, at any annual or extraordinary general meeting of the shareholders of the Company, however called, including any adjournment or postponement thereof, and in connection with any action proposed to be taken by written consent of the shareholders of the Company, such Shareholder shall, in each case to the fullest extent that its Subject Shares are entitled to vote thereon: (a) appear at each such meeting or otherwise cause all such Subject Shares to be counted as present thereat for purposes of determining a quorum, and (b) be present (in person or by proxy) and vote (or cause to be voted), or deliver (or cause to be delivered) a written consent with respect to, all of its Subject Shares (i) in favor of any proposal recommended by the Company Board that is intended to facilitate the consummation of the Transactions, (ii) against

any action or agreement that would reasonably be expected to (A) result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Purchase Agreement or the Purchase Agreement Amendment, or of such Shareholder contained in this Agreement, or (B) result in any of the conditions set forth in Annex I of the Purchase Agreement not being satisfied on or before the End Date, and (iii) against any Alternative Acquisition Proposal (or any proposal relating to an Alternative Acquisition Proposal) and against any other proposed action, agreement or transaction involving the Company that would reasonably be expected, to impede, interfere with, delay, postpone, adversely affect or prevent the consummation of the Offer or the other Transactions, including (x) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company (other than the Offer or the other Transactions), (y) a sale, lease, license or transfer of a material amount of assets (including, for the avoidance of doubt, Company Intellectual Property Rights and capital stock of Subsidiaries of the Company) of the Company or any reorganization, recapitalization or liquidation of the Company or (z) any change in the present authorized capitalization of the Company or any amendment or other change to the Company Organizational Documents. Each Shareholder shall retain at all times the right to vote the Subject Shares in such Shareholder’s sole discretion, and without any other limitation, on any matters that are at any time or from time to time presented for consideration to the Company’s shareholder generally.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS**

Each Shareholder represents and warrants, severally and not jointly, to Buyer that:

2.1 **Authorization; Binding Agreement.** Such Shareholder is duly organized and validly existing in good standing under the Laws of the jurisdiction in which it is incorporated or constituted and the consummation of the transactions contemplated hereby are within such Shareholder's entity powers and have been duly authorized by all necessary entity actions on the part of such Shareholder, and such Shareholder has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by such Shareholder and, assuming the due authorization, execution and delivery of this Agreement by Buyer, constitutes a valid and binding obligation of such Shareholder enforceable against such Shareholder in accordance with its terms, subject to the Enforceability Exceptions.

2.2 **Non-Contravention.** Neither the execution and delivery of this Agreement by such Shareholder nor the consummation by such Shareholder of the transactions contemplated hereby nor compliance by such Shareholder with any provisions herein will (a) violate, contravene or conflict with, or result in a breach of any provision of, the certificate of incorporation or bylaws (or other similar governing documents) of such Shareholder, (b) require any consent, approval, authorization, declaration or permit of, action by, filing with or notification to, any Governmental Authority on the part of such Shareholder, except for the filing of such reports as may be required under Section 13(d) and Section 14(d) of the 1934 Act in connection with this Agreement and the transactions contemplated hereby, (c) violate, contravene or conflict with, or result in a breach of any provisions of, or require any consent, waiver or approval or result in a default or loss of a benefit (or give rise to any right of termination, cancellation, modification or acceleration or any event that, with the giving of

3

notice, the passage of time or otherwise, would constitute a default or give rise to any such right) under any of the terms, conditions or provisions of any Contract or other instrument or obligation to which such Shareholder is a party or by which such Shareholder or any of its Subject Shares are bound, (d) result (or, with the giving of notice, the passage of time or otherwise, would result) in the creation or imposition of any Share Lien (as defined below) of any kind on any asset of such Shareholder (other than one created by Buyer or otherwise pursuant to this Agreement) or (e) violate, contravene or conflict with any Law or Order applicable to such Shareholder or by which any of its Subject Shares are bound, except for any of the foregoing as could not reasonably be expected, either individually or in the aggregate, to materially impair, impede, delay or frustrate the ability of such Shareholder to perform such Shareholder's obligations hereunder on a timely basis.

2.3 **Ownership of Subject Shares; Total Shares.** Such Shareholder is the direct or indirect owner of all such Shareholder's Subject Shares, has the right to vote and tender or cause the voting or tendering of such Subject Shares as contemplated hereby, and has, directly or indirectly, good and marketable title to all such Subject Shares free and clear of any Liens, proxies, voting trusts or agreements, options or rights, understandings or arrangements inconsistent with this Agreement or the transactions contemplated hereby, or any other encumbrances or restrictions whatsoever on title, transfer or exercise of any rights of a shareholder in respect of such Subject Shares (collectively, "Share Liens"), except for any such Share Lien that may be imposed pursuant to (i) this Agreement, (ii) any applicable restrictions on transfer under the 1933 Act or any state securities Law, (iii) collateral and rehypothecation arrangements with prime brokers in margin accounts; and (iv) any Share Liens that could not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform fully its obligations hereunder with respect to the applicable Subject Shares on a timely basis (collectively, "Permitted Share Liens"). The Shares listed on Schedule A opposite such Shareholder's name constitute all of the Shares owned by such Shareholder as of the date hereof, and such Shareholder and its Affiliates do not own any rights to acquire Shares or any securities convertible into or exchangeable for Shares. In addition to the Subject Shares, Shareholders represent and warrant that as of the date of this Agreement Shareholders have entered into notional principal amount derivative agreements in the form of cash settled swaps with respect to an aggregate of 7,957,765 Shares.

2.4 **Voting Power.** Such Shareholder has voting power with respect to all such Shareholder's Subject Shares, and power of disposition, power to issue instructions with respect to the matters set forth in Article I and Article IV, power to demand or waive any appraisal rights with respect to the Subject Shares and power to agree to all of the matters set forth in this Agreement, in each case with respect to all such Shareholder's Subject Shares.

2.5 **Reliance.** Such Shareholder understands and acknowledges that Buyer is entering into the Purchase Agreement Amendment in reliance upon such Shareholder's execution, delivery and performance of this Agreement.

2.6 **Absence of Litigation.** With respect to such Shareholder, as of the date hereof, there is no Action pending against, or, to the knowledge of such Shareholder, threatened against such Shareholder or any of such Shareholder's properties or assets (including any Subject Shares) before or by any Governmental Authority that would reasonably be expected to prevent,

4

delay or impair the consummation by such Shareholder of the transactions contemplated by this Agreement or otherwise impair such Shareholder's ability to perform its obligations hereunder.

2.7 **Brokers.** No broker, finder, financial advisor, investment banker or other Person is entitled to any brokerage, finder's, financial advisor's or other similar fee or commission from the Buyer, the Company or any of their respective Affiliates in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of such Shareholder.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to the Shareholders that:

3.1 **Organization and Qualification.** Buyer is a duly organized and validly existing corporation in good standing under the Laws of the jurisdiction of its organization.

3.2 **Authority for this Agreement.** Buyer has all requisite entity power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Buyer has been duly and validly authorized by all necessary entity action on the part of Buyer, and no other entity proceedings on the part of Buyer are necessary to authorize this Agreement. This Agreement has been duly and validly executed and delivered by Buyer and, assuming the due authorization, execution and delivery thereof by each of the Shareholders, constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the Enforceability Exceptions.

**ARTICLE IV
ADDITIONAL COVENANTS OF THE SHAREHOLDERS AND BUYER**

Each Shareholder hereby covenants and agrees that until the termination of this Agreement:

4.1 **No Transfer; No Inconsistent Arrangements.** Except as provided hereunder, during the time this Agreement is in effect, such Shareholder shall not, directly or indirectly, (a) create or permit to exist any Share Lien, other than Permitted Share Liens, on any of such Shareholder's Subject Shares, (b) transfer, sell, assign, gift or otherwise dispose of (including, for the avoidance of doubt, by depositing, submitting or otherwise tendering any such Subject Shares into any tender or exchange offer (other than the Offer)), (collectively, "Transfer"), any of such Shareholder's Subject Shares, (or consent to any of the foregoing); provided that either Shareholder shall be permitted to Transfer any Subject Shares to the other Shareholder, so long as such Subject Shares continue to be Subject Shares hereunder, (c) enter into any pledging or hedging Contract, derivative arrangement, option or other Contract (including profit sharing agreement) that would prevent Shareholder from delivering the Subject Shares into the Offer or from voting the Subject Shares, in each case, in accordance herewith, (d) grant or permit the grant of any proxy, power-of-attorney or other authorization or consent in or with respect to any such Shareholder's Subject Shares, (e) deposit or permit the deposit of any of such Shareholder's Subject Shares into a voting trust or enter into a voting agreement or

5

arrangement with respect to any of such Shareholder's Subject Shares or (f) take or permit any other action that would prevent the performance of such Shareholder's obligations hereunder or otherwise make any representation or warranty of such Shareholder herein untrue or incorrect. Any action taken in violation of the foregoing sentence shall be null and void *ab initio*; provided that the Transfer restrictions set forth in Section 4.1(b) shall terminate as of 11:59 p.m. (New York City time) on April 25, 2018 (the "Transfer Restriction Cut-Off Time"); it being understood that all Subject Shares not Transferred in accordance with this Agreement after the Transfer Restriction Cut-Off Time shall continue to be subject to all of the restrictions applicable to Subject Shares set forth in this Agreement, including under Article I and this Section 4.1, except for the restrictions set forth in Section 4.1(b). If any involuntary Transfer of any of such Shareholder's Subject Shares shall occur (including a sale by such Shareholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Subject Shares subject to all of the restrictions, obligations, liabilities and rights under this Agreement, which shall continue in full force and effect until valid termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, until the termination of this Agreement, such Shareholder shall not, directly or indirectly, accept any tender offer or exchange offer that constitutes an Alternative Acquisition Proposal and shall not tender any Subject Shares in any such tender offer or exchange offer. Nothing in this Agreement shall prohibit any pledging or hedging or entering into any Contract, derivative arrangement, option or other Contract (including profit sharing agreement) that will not prevent Shareholder from delivering the Subject Shares into the Offer or from voting the Subject Shares, in each case, in accordance herewith. Notwithstanding the foregoing, such Stockholder may make Transfers of its Subject Shares as Buyer may agree in writing in its sole discretion.

4.2 **Documentation and Information.** Such Shareholder shall not, and shall cause its Affiliates and its and their respective directors, officers and employees not to, and such Shareholder shall, and shall cause its Affiliates to, use their reasonable best efforts to cause its and their respective Representatives not to, make any press release, public announcement or other communication to any Third Party regarding this Agreement and the transactions contemplated hereby or the Purchase Agreement and the Transactions without the prior written consent of Buyer, except (a) as such Shareholder reasonably determines (based on the advice of its legal counsel, which may be in-house counsel) is required to be disclosed by applicable Law (provided that reasonable notice of any such disclosure will be provided to Buyer to the extent legally permissible and reasonably practicable), including any filings with the SEC pursuant to the 1934 Act, or (b) for any such announcement that is supportive of the Transactions and not inconsistent with any press release issued by Buyer or the Company in connection with or relating to the Purchase Agreement Amendment, the Offer and the Transactions. Such Shareholder (i) consents to and authorizes the publication and disclosure by Buyer of such Shareholder's identity and holdings of Subject Shares, the nature of such Shareholder's commitments, arrangements and understandings under this Agreement (including, for the avoidance of doubt, the disclosure of this Agreement) and any other information that Buyer reasonably determines upon the advice of counsel is required to be disclosed by applicable Law in any press release, the Offer Documents (in each case, including all schedules and documents filed with the SEC) or any other disclosure document in connection with the Offer, the Post-Offer Reorganization and the other Transactions (provided that notice of any such disclosure will

6

be provided to such Shareholder to the extent reasonably practicable, the Shareholder will have a reasonable opportunity to provide comments on such disclosure, and Buyer shall incorporate any reasonable comments to the portions of any such disclosure that make reference to Shareholder's identity and holdings as may be provided by such Shareholder), (ii) agrees to promptly give to Buyer and the Company any information in their reasonable possession or control they may reasonably require for the preparation of any such disclosure documents and (iii) agrees to promptly notify Buyer of any required corrections reasonably known to such Shareholder with respect to any information supplied by such Shareholder specifically for use in any such disclosure document, if and to the extent that any Shareholder reasonably knows such information shall have become false or misleading in any material respect. Buyer agrees to promptly give to such Shareholder any information regarding Buyer that such Shareholder reasonably requires for the preparation of any documents that such Shareholder is required to file with the SEC in connection with the transactions contemplated hereby, including the filing of any Schedule 13D, Schedule 14D-9 or amendments thereto.

4.3 **Adjustments.** In the event of a stock split, stock dividend or distribution, or any change in the Shares by reason of a stock split, reverse stock split, recapitalization, combination, reclassification, readjustment, exchange of shares or the like, the term "Subject Shares" shall be deemed to refer to and include such shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in the transaction.

4.4 **Waiver of Appraisal Rights.** Such Shareholder hereby agrees to, and shall cause its Affiliates to, waive and not exercise any rights of appraisal, any dissenters' rights or any similar rights relating to the Post-Offer Reorganization or any of the other Transactions that such Shareholder or any of its Affiliates may have by virtue of, or with respect to, any Subject Shares.

4.5 **No Solicitation.** Such Shareholder shall not, and shall cause its Affiliates and its and their respective directors, officers and employees not to, and such Shareholder shall, and shall cause its Affiliates to, use their reasonable best efforts to cause its and their respective Representatives not to, and shall not publicly announce any intention to, directly or indirectly (a) solicit, initiate or knowingly facilitate, knowingly induce or encourage (including by providing information, cooperation or assistance) any inquiries or the making of any proposal or offer that constitutes or would reasonably be expected to lead to an Alternative Acquisition Proposal, (b) other than informing Persons of the provisions contained in this Section 4.5, enter into, continue or otherwise participate in any discussions or negotiations regarding any Alternative Acquisition Proposal or (c) execute or enter into any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement or other Contract (whether or not binding) with respect to an Alternative Acquisition Proposal. Such Shareholder shall, and shall cause each of its Affiliates and its and their respective directors, officers and employees to, and shall direct each of the Representatives of the Company and its Affiliates to, immediately cease and cause to be terminated any and all existing discussions or negotiations with any Person conducted prior to the date of this Agreement. Such Shareholder shall as promptly as practicable (and in any event within twenty-four (24) hours) notify Buyer of any Alternative Acquisition Proposal, or any request for information or inquiry that such Shareholder reasonably believes could lead to or

7

contemplates an Alternative Acquisition Proposal, which notification shall include (i) a copy of the applicable written Alternative Acquisition Proposal, request or inquiry (or, if oral, the material terms and conditions of such Alternative Acquisition Proposal, request or inquiry) (including in each case any subsequent material amendments or

other material modifications thereto) and (ii) the identity of the third party making such Alternative Acquisition Proposal, request or inquiry.

4.6 **Notice of Certain Events.** Such Shareholder shall notify Buyer of any development occurring after the date hereof that causes, or that would reasonably be expected to cause, any material breach of any of the representations and warranties of such Shareholder set forth in Article II. Such Shareholder shall promptly notify Buyer of the number of any new Subject Shares acquired by such Shareholder, if any, after the date hereof; it being understood that any such shares shall be subject to the terms of this Agreement as though owned by such Shareholder on the date hereof. Buyer shall notify such Shareholder of any development occurring after the date hereof that causes, or that would reasonably be expected to cause, any breach of any of the representations and warranties of Buyer set forth in Article III.

4.7 **Certain Other Agreements.** During the period from the date of this Agreement through the Closing Date, Buyer shall not, and shall cause Parent not to, enter into any additional, or modify (including by amendment, waiver or termination) any existing, agreements concerning the matters set forth herein with any existing or future shareholder in the Company that have the effect of establishing rights or otherwise benefiting such shareholder with respect to the matters set forth herein in a manner more favorable in any material respect than the rights and benefits established in favor of Shareholder under this Agreement, unless, in any such case, Buyer has agreed to amend this Agreement to provide Shareholder with such rights and benefits.

ARTICLE V MISCELLANEOUS

5.1 **Notices.** All notices, consents, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) on the date of delivery if delivered personally or sent via electronic mail, (b) on the first (1st) Business Day following the date of dispatch if sent by a nationally recognized overnight courier (providing proof of delivery) or (c) on the third (3rd) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid; provided that the notice or other communication is sent to the address or email address set forth (i) if to Buyer, to the address or email address set forth in Section 9.01 of the Purchase Agreement and (ii) if to the Shareholder, to the Shareholder's address or email address set forth on a signature page hereto, or to such other address or email address as such party may hereafter specify for the purpose by notice to each other party hereto.

5.2 **Termination.** This Agreement shall terminate automatically, without any notice or other action by any Person, upon the first to occur of (a) the termination of the Purchase Agreement in accordance with its terms, (b) the consummation of all of the Transactions, (c) upon mutual written consent of the parties to terminate this Agreement, (d) the date of any modification, waiver or amendment to the Purchase Agreement in a manner that decreases the Offer Consideration, changes the form of the Offer Consideration or otherwise would be adverse

8

to Shareholders with respect to timing or certainty of the Closing or (e) upon any material breach of the terms of this Agreement by Buyer. Upon termination of this Agreement, no party shall have any further obligations or liabilities under this Agreement; provided, however, that (w) nothing set forth in this Section 5.2 shall relieve any party from liability for any breach of this Agreement prior to termination hereof, (x) the provisions of this Article V shall survive any termination of this Agreement and (y) the provisions of Section 4.4 shall survive any termination of this Agreement in the event the Transactions have been consummated.

5.3 **Amendment; Waiver; Third Party Beneficiary.** This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties. Any agreement on the part of a party to any extension or waiver with respect to this Agreement shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights. The parties hereto expressly agree that the Company shall be a third party beneficiary of this Agreement and shall be entitled to enforce any power, right, privilege or remedy of Buyer hereunder.

5.4 **Expenses.** All fees and expenses incurred in connection herewith and the transactions contemplated hereby shall be paid by the party incurring such fees and expenses, whether or not the Offer or the other Transactions are consummated.

5.5 **Entire Agreement.** This Agreement, together with Schedule A, and the other documents and certificates delivered pursuant hereto, constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to, the subject matter of this Agreement.

5.6 **Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties, except that Buyer may assign, in its sole discretion, any of or all its rights, interests and obligations under this Agreement to any one or more direct or indirect wholly owned Subsidiaries or Affiliates controlled by Parent, but no such assignment shall relieve Buyer of any of its obligations under this Agreement. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

5.7 **Specific Enforcement; Jurisdiction.** (a) The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached, and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions, or any other appropriate form of equitable relief, to prevent breaches of this Agreement and to enforce specifically the performance of the terms and provisions of this Agreement in any court referred to in Section 5.7(b), without the necessity of proving the inadequacy of money damages as a remedy (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties acknowledges and agrees that the right of specific

9

enforcement is an integral part of the transactions contemplated by this Agreement and without such right, none of the parties would have entered into this Agreement.

(b) Each of the parties hereto hereby (a) irrevocably and unconditionally submits to the personal jurisdiction of the Chosen Courts, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such Chosen Court, (c) agrees that any Actions arising in connection with or relating to this Agreement or the transactions contemplated hereby shall be brought, tried and determined only in the Chosen Courts, (d) waives any claim of improper venue or any claim that the Chosen Courts are an inconvenient forum and (e) agrees that it will not bring any Action relating to this Agreement or the Transactions in any court other than the Chosen Courts. Each of the parties hereto hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby: (i) any claim that such party is not personally subject to the jurisdiction of the Chosen Courts as described herein for any reason; (ii) that it or its property is exempt or immune from jurisdiction of any such Chosen Court or from any legal process commenced in such courts (whether through service of process, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (iii) that (A) the Action in any such court is brought in an inconvenient forum, (B) the venue of such Action is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such Chosen Courts.

5.8 **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION (WHETHER BASED

ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF OR THEREOF. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF AN ACTION, (B) SUCH PARTY HAS CONSIDERED AND UNDERSTANDS THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.8

5.9 **Governing Law.** This Agreement, and any Action arising out of or relating to this Agreement or the transactions contemplated by this Agreement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles thereof.

5.10 **Parties in Interest.** This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is

10

intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

5.11 **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party.

5.12 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Delivery of an executed counterpart of a signature page of this Agreement by portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

5.13 **Interpretation.** When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes", or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The meanings assigned to each term defined herein shall be equally applicable to both the singular and plural forms of such term, and words denoting any gender shall include all genders. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

5.14 **Further Assurances.** Buyer and each Shareholder will execute and deliver, or cause to be executed and delivered, all further documents and instruments and use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and regulations, to perform their obligations under this Agreement.

[remainder of page intentionally left blank]

11

IN WITNESS WHEREOF, the parties are executing this Agreement as of the date first written above.

QUALCOMM RIVER HOLDINGS B.V.

By: /s/ Edwin Denekamp
Name: Edwin Denekamp
Title: Managing Director A

QUALCOMM RIVER HOLDINGS B.V.

By: /s/ Adam Schwenker
Name: Adam Schwenker
Title: Managing Director B

SHAREHOLDERS:

ELLIOTT ASSOCIATES, L.P.
By: Elliott Capital Advisors, L.P., as General Partner
By: Braxton Associates, Inc., as General Partner

By: /s/ Elliott Greenberg
Name: Elliott Greenberg
Title: Vice President

40 West 57th St.

New York, New York 10019
Attention: Elliott Greenberg

Email: EGreenberg@elliottmgmt.com

ELLIOTT INTERNATIONAL, L.P.
By: Hambledon, Inc., its General Partner
By: Elliott International Capital Advisors Inc.,
as attorney-in-fact

By: /s/ Elliott Greenberg
Name: Elliott Greenberg
Title: Vice President

40 West 57th St.
New York, New York 10019
Attention: Elliott Greenberg
Email: EGreenberg@elliottmgmt.com

ELLIOTT INTERNATIONAL CAPITAL ADVISORS INC.

By: /s/ Elliott Greenberg
Name: Elliott Greenberg
Title: Vice President

40 West 57th St.
New York, New York 10019
Attention: Elliott Greenberg
Email: EGreenberg@elliottmgmt.com

Schedule A

<u>Name of Shareholder</u>	<u>Number of Shares</u>
Elliott Associates, L.P.	5,261,107
Elliott International, L.P.	11,176,649

TENDER AND SUPPORT AGREEMENT

This TENDER AND SUPPORT AGREEMENT (this “Agreement”), dated as of February 20, 2018, is entered into by and among QUALCOMM RIVER HOLDINGS B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the Laws of The Netherlands (“Buyer”), and the undersigned shareholders of NXP SEMICONDUCTORS N.V., a public limited liability company (*naamloze vennootschap*) organized under the Laws of The Netherlands (the “Company”) set forth on Schedule A hereto (each, a “Shareholder”). All terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Purchase Agreement and the Purchase Agreement Amendment (each as defined below), in each case as of the date hereof.

WHEREAS, as of the date hereof, each Shareholder is the owner of the number of Shares set forth opposite the Shareholder’s name on Schedule A (all such Shares set forth on Schedule A next to the Shareholder’s name, together with any Shares that are hereafter issued to or that ownership of is otherwise directly or indirectly acquired by the Shareholder prior to the termination of this Agreement, including for the avoidance of doubt any Shares acquired by the Shareholder upon the conversion of any securities convertible into Shares after the date hereof, (but excluding, for the avoidance of doubt, any Shares that may be deemed to be beneficially owned because they are the subject of an option or other derivatives contract, but are not capable of being voted or tendered by Shareholder) being referred to herein as the “Subject Shares”);

WHEREAS, Buyer and the Company previously entered into the Purchase Agreement, dated as of October 27, 2016 (as amended, restated, supplemented or otherwise modified in accordance with the terms thereof, the “Purchase Agreement”), pursuant to which, among other things, (a) Buyer has commenced a tender offer to purchase any and all of the outstanding Shares and (b) following the closing of the Subsequent Offering Period (as it may be extended by the Minority Exit Offering Period), it is Buyer’s intent to effectuate, and to cause the Company to effectuate, the Post-Offer Reorganization, in each case, upon the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, concurrent with the execution of this Agreement, Buyer and the Company are entering into an amendment to the Purchase Agreement (the “Purchase Agreement Amendment”), a copy of which has been previously provided to Shareholder, so as to, among other things, increase the Offer Consideration from \$110.00 per Share in cash to \$127.50 per Share in cash; and

WHEREAS, as a condition to its willingness to enter into the Purchase Agreement Amendment, and as an inducement and consideration for Buyer to enter into the Purchase Agreement Amendment, each Shareholder has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I AGREEMENT TO TENDER AND VOTE

1.1 Agreement to Tender.

(a) Subject to the terms of this Agreement, each Shareholder agrees to tender or cause to be tendered in the Offer all of its Subject Shares pursuant to and in accordance with the terms of the Offer, free and clear of all Share Liens (as defined below) except for Permitted Share Liens. Without limiting the generality of the foregoing, but subject to the terms of this Agreement, no later than the later of (I) two (2) Business Days following Shareholders’ receipt of written notice from Buyer (a “Buyer Notice”) that (x) all Offer Conditions, other than the Minimum Condition and those conditions that by their nature are to be satisfied in connection with the Closing, have been satisfied and (y) it is Buyer’s expectation to cause the Acceptance Time to occur promptly following the then-current Expiration Time and (II) five (5) Business Days prior to the Expiration Time, each Shareholder shall deliver or cause to be delivered to the depository designated in the Offer pursuant to the terms of the Offer (i) a letter of transmittal with respect to all of such Shareholder’s Subject Shares complying with the terms of the Offer, (ii) written instructions to such Shareholder’s broker, dealer, commercial bank, trust company or other nominee that such Subject Shares be tendered, including a reference to this Agreement, and requesting delivery of an “agent’s message” (or such other evidence, if any, of transfer as the depository for the Offer may reasonably request) and (iii) all other documents or instruments required to be delivered by all other Company shareholders tendering into the Offer pursuant to the terms of the Offer. Each Shareholder agrees that, once any of its Subject Shares are tendered, such Shareholder will not withdraw and will cause not to be withdrawn such Subject Shares from the Offer unless and until this Agreement shall have been validly terminated in accordance with Section 5.2; provided, that Shareholder may withdraw its Subject Shares in the event the then-current Expiration Date is extended in accordance with the Purchase Agreement for a period of more than five (5) Business Days so long as such Subject Shares are delivered no less than the later of (x) two (2) Business Days following Shareholders’ receipt of a new Buyer Notice and (y) five (5) Business Days prior to the Expiration Time.

(b) If the Offer is terminated or withdrawn by Buyer, or the Purchase Agreement is validly terminated prior to the Acceptance Time in accordance with its terms, Buyer shall promptly return, and shall cause the depository for the Offer to return, all tendered Shares to the registered holders of such tendered Shares (and in connection with the foregoing, Buyer shall direct the depository to promptly return such tendered Shares).

1.2 Voting of Subject Shares. Subject to the terms of this Agreement, each Shareholder hereby irrevocably and unconditionally agrees that, during the time this Agreement is in effect, at any annual or extraordinary general meeting of the shareholders of the Company, however called, including any adjournment or postponement thereof, and in connection with any action proposed to be taken by written consent of the shareholders of the Company, such Shareholder shall, in each case to the fullest extent that its Subject Shares are entitled to vote thereon: (a) appear at each such meeting or otherwise cause all such Subject Shares to be counted as present thereat for purposes of determining a quorum, and (b) be present (in person or by proxy) and vote (or cause to be voted), or deliver (or cause to be delivered) a written consent with respect to, all of its Subject Shares (i) in favor of any proposal recommended by the Company Board that is intended to facilitate the consummation of the Transactions, (ii) against

any action or agreement that would reasonably be expected to (A) result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Purchase Agreement or the Purchase Agreement Amendment, or of such Shareholder contained in this Agreement, or (B) result in any of the conditions set forth in Annex I of the Purchase Agreement not being satisfied on or before the End Date, and (iii) against any Alternative Acquisition Proposal (or any proposal relating to an Alternative Acquisition Proposal) and against any other proposed action, agreement or transaction involving the Company that would reasonably be expected, to impede, interfere with, delay, postpone, adversely affect or prevent the consummation of the Offer or the other Transactions, including (x) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company (other than the Offer or the other Transactions), (y) a sale, lease, license or transfer of a material amount of assets (including, for the avoidance of doubt, Company Intellectual Property Rights and capital stock of Subsidiaries of the Company) of the Company or any reorganization, recapitalization or liquidation of the Company or (z) any change in the present authorized capitalization of the Company or any amendment or other change to the Company Organizational Documents. Each Shareholder shall retain at all times the right to vote the Subject Shares in such Shareholder’s sole discretion, and without any other limitation, on any matters that are at any time or from time to time presented for consideration to the Company’s shareholder generally.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS**

Each Shareholder represents and warrants, severally and not jointly, to Buyer that:

2.1 **Authorization; Binding Agreement.** Such Shareholder is duly organized and validly existing in good standing under the Laws of the jurisdiction in which it is incorporated or constituted and the consummation of the transactions contemplated hereby are within such Shareholder's entity powers and have been duly authorized by all necessary entity actions on the part of such Shareholder, and such Shareholder has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by such Shareholder and, assuming the due authorization, execution and delivery of this Agreement by Buyer, constitutes a valid and binding obligation of such Shareholder enforceable against such Shareholder in accordance with its terms, subject to the Enforceability Exceptions.

2.2 **Non-Contravention.** Neither the execution and delivery of this Agreement by such Shareholder nor the consummation by such Shareholder of the transactions contemplated hereby nor compliance by such Shareholder with any provisions herein will (a) violate, contravene or conflict with, or result in a breach of any provision of, the certificate of incorporation or bylaws (or other similar governing documents) of such Shareholder, (b) require any consent, approval, authorization, declaration or permit of, action by, filing with or notification to, any Governmental Authority on the part of such Shareholder, except for the filing of such reports as may be required under Section 13(d) and Section 14(d) of the 1934 Act in connection with this Agreement and the transactions contemplated hereby, (c) violate, contravene or conflict with, or result in a breach of any provisions of, or require any consent, waiver or approval or result in a default or loss of a benefit (or give rise to any right of termination, cancellation, modification or acceleration or any event that, with the giving of

3

notice, the passage of time or otherwise, would constitute a default or give rise to any such right) under any of the terms, conditions or provisions of any Contract or other instrument or obligation to which such Shareholder is a party or by which such Shareholder or any of its Subject Shares are bound, (d) result (or, with the giving of notice, the passage of time or otherwise, would result) in the creation or imposition of any Share Lien (as defined below) of any kind on any asset of such Shareholder (other than one created by Buyer or otherwise pursuant to this Agreement) or (e) violate, contravene or conflict with any Law or Order applicable to such Shareholder or by which any of its Subject Shares are bound, except for any of the foregoing as could not reasonably be expected, either individually or in the aggregate, to materially impair, impede, delay or frustrate the ability of such Shareholder to perform such Shareholder's obligations hereunder on a timely basis.

2.3 **Ownership of Subject Shares; Total Shares.** Such Shareholder is the direct or indirect owner of all such Shareholder's Subject Shares, has the right to vote and tender or cause the voting or tendering of such Subject Shares as contemplated hereby, and has, directly or indirectly, good and marketable title to all such Subject Shares free and clear of any Liens, proxies, voting trusts or agreements, options or rights, understandings or arrangements inconsistent with this Agreement or the transactions contemplated hereby, or any other encumbrances or restrictions whatsoever on title, transfer or exercise of any rights of a shareholder in respect of such Subject Shares (collectively, "Share Liens"), except for any such Share Lien that may be imposed pursuant to (i) this Agreement, (ii) any applicable restrictions on transfer under the 1933 Act or any state securities Law, (iii) collateral and rehypothecation arrangements with prime brokers in margin accounts; and (iv) any Share Liens that could not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform fully its obligations hereunder with respect to the applicable Subject Shares on a timely basis (collectively, "Permitted Share Liens"). The Shares listed on Schedule A opposite such Shareholder's name constitute all of the Shares owned by such Shareholder as of the date hereof, and such Shareholder and its Affiliates do not own any rights to acquire Shares or any securities convertible into or exchangeable for Shares.

2.4 **Voting Power.** Such Shareholder has voting power with respect to all such Shareholder's Subject Shares, and power of disposition, power to issue instructions with respect to the matters set forth in Article I and Article IV, power to demand or waive any appraisal rights with respect to the Subject Shares and power to agree to all of the matters set forth in this Agreement, in each case with respect to all such Shareholder's Subject Shares.

2.5 **Reliance.** Such Shareholder understands and acknowledges that Buyer is entering into the Purchase Agreement Amendment in reliance upon such Shareholder's execution, delivery and performance of this Agreement.

2.6 **Absence of Litigation.** With respect to such Shareholder, as of the date hereof, there is no Action pending against, or, to the knowledge of such Shareholder, threatened against such Shareholder or any of such Shareholder's properties or assets (including any Subject Shares) before or by any Governmental Authority that would reasonably be expected to prevent, delay or impair the consummation by such Shareholder of the transactions contemplated by this Agreement or otherwise impair such Shareholder's ability to perform its obligations hereunder.

4

2.7 **Brokers.** No broker, finder, financial advisor, investment banker or other Person is entitled to any brokerage, finder's, financial advisor's or other similar fee or commission from the Buyer, the Company or any of their respective Affiliates in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of such Shareholder.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to the Shareholders that:

3.1 **Organization and Qualification.** Buyer is a duly organized and validly existing corporation in good standing under the Laws of the jurisdiction of its organization.

3.2 **Authority for this Agreement.** Buyer has all requisite entity power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Buyer has been duly and validly authorized by all necessary entity action on the part of Buyer, and no other entity proceedings on the part of Buyer are necessary to authorize this Agreement. This Agreement has been duly and validly executed and delivered by Buyer and, assuming the due authorization, execution and delivery thereof by each of the Shareholders, constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the Enforceability Exceptions.

**ARTICLE IV
ADDITIONAL COVENANTS OF THE SHAREHOLDERS AND BUYER**

Each Shareholder hereby covenants and agrees that until the termination of this Agreement:

4.1 **No Transfer; No Inconsistent Arrangements.** Except as provided hereunder, during the time this Agreement is in effect, such Shareholder shall not, directly or indirectly, (a) create or permit to exist any Share Lien, other than Permitted Share Liens, on any of such Shareholder's Subject Shares, (b) transfer, sell, assign

gift or otherwise dispose of (including, for the avoidance of doubt, by depositing, submitting or otherwise tendering any such Subject Shares into any tender or exchange offer (other than the Offer)), (collectively, “Transfer”), any of such Shareholder’s Subject Shares, (or consent to any of the foregoing);provided that any Shareholder shall be permitted to Transfer any Subject Shares to another Shareholder, so long as such Subject Shares continue to be Subject Shares hereunder, (c) enter into any pledging or hedging Contract, derivative arrangement, option or other Contract (including profit sharing agreement) that would prevent Shareholder from delivering the Subject Shares into the Offer or from voting the Subject Shares, in each case, in accordance herewith, (d) grant or permit the grant of any proxy, power-of-attorney or other authorization or consent in or with respect to any such Shareholder’s Subject Shares, (e) deposit or permit the deposit of any of such Shareholder’s Subject Shares into a voting trust or enter into a voting agreement or arrangement with respect to any of such Shareholder’s Subject Shares or (f) take or permit any other action that would prevent the performance of such Shareholder’s obligations hereunder or otherwise make any representation or warranty of such Shareholder herein untrue or incorrect.

5

Any action taken in violation of the foregoing sentence shall be null and void *ab initio*; provided that the Transfer restrictions set forth in Section 4.1(b) shall terminate as of 11:59 p.m. (New York City time) on April 25, 2018 (the “Transfer Restriction Cut-Off Time”); it being understood that all Subject Shares not Transferred in accordance with this Agreement after the Transfer Restriction Cut-Off Time shall continue to be subject to all of the restrictions applicable to Subject Shares set forth in this Agreement, including under Article I and this Section 4.1, except for the restrictions set forth in Section 4.1(b). If any involuntary Transfer of any of such Shareholder’s Subject Shares shall occur (including a sale by such Shareholder’s trustee in any bankruptcy, or a sale to a purchaser at any creditor’s or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Subject Shares subject to all of the restrictions, obligations, liabilities and rights under this Agreement, which shall continue in full force and effect until valid termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, until the termination of this Agreement, such Shareholder shall not, directly or indirectly, accept any tender offer or exchange offer that constitutes an Alternative Acquisition Proposal and shall not tender any Subject Shares in any such tender offer or exchange offer. Nothing in this Agreement shall prohibit any pledging or hedging or entering into any Contract, derivative arrangement, option or other Contract (including profit sharing agreement) that will not prevent Shareholder from delivering the Subject Shares into the Offer or from voting the Subject Shares, in each case, in accordance herewith. Notwithstanding the foregoing, such Stockholder may make Transfers of its Subject Shares as Buyer may agree in writing in its sole discretion.

4.2 **Documentation and Information.** Such Shareholder shall not, and shall cause its Affiliates and its and their respective directors, officers and employees not to, and such Shareholder shall, and shall cause its Affiliates to, use their reasonable best efforts to cause its and their respective Representatives not to, make any press release, public announcement or other communication to any Third Party regarding this Agreement and the transactions contemplated hereby or the Purchase Agreement and the Transactions without the prior written consent of Buyer, except (a) as such Shareholder reasonably determines (based on the advice of its legal counsel, which may be in-house counsel) is required to be disclosed by applicable Law (provided that reasonable notice of any such disclosure will be provided to Buyer to the extent legally permissible and reasonably practicable), including any filings with the SEC pursuant to the 1934 Act, or (b) for any such announcement that is supportive of the Transactions and not inconsistent with any press release issued by Buyer or the Company in connection with or relating to the Purchase Agreement Amendment, the Offer and the Transactions. Such Shareholder (i) consents to and authorizes the publication and disclosure by Buyer of such Shareholder’s identity and holdings of Subject Shares, the nature of such Shareholder’s commitments, arrangements and understandings under this Agreement (including, for the avoidance of doubt, the disclosure of this Agreement) and any other information that Buyer reasonably determines upon the advice of counsel is required to be disclosed by applicable Law in any press release, the Offer Documents (in each case, including all schedules and documents filed with the SEC) or any other disclosure document in connection with the Offer, the Post-Offer Reorganization and the other Transactions (provided that notice of any such disclosure will be provided to such Shareholder to the extent reasonably practicable, the Shareholder will have a reasonable opportunity to provide comments on such disclosure and Buyer shall incorporate any reasonable comments to the portions of any such disclosure that make reference to Shareholder’s

6

identity and holdings as may be provided by such Shareholder), (ii) agrees to promptly give to Buyer and the Company any information in their reasonable possession or control they may reasonably require for the preparation of any such disclosure documents and (iii) agrees to promptly notify Buyer of any required corrections reasonably known to such Shareholder with respect to any information supplied by such Shareholder specifically for use in any such disclosure document, if and to the extent that any Shareholder reasonably knows such information shall have become false or misleading in any material respect. Buyer agrees to promptly give to such Shareholder any information regarding Buyer that such Shareholder reasonably requires for the preparation of any documents that such Shareholder is required to file with the SEC in connection with the transactions contemplated hereby, including the filing of any Schedule 13D, Schedule 14D-9 or amendments thereto.

4.3 **Adjustments.** In the event of a stock split, stock dividend or distribution, or any change in the Shares by reason of a stock split, reverse stock split, recapitalization, combination, reclassification, readjustment, exchange of shares or the like, the term “Subject Shares” shall be deemed to refer to and include such shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in the transaction.

4.4 **Waiver of Appraisal Rights.** Such Shareholder hereby agrees to, and shall cause its Affiliates to, waive and not exercise any rights of appraisal, any dissenters’ rights or any similar rights relating to the Post-Offer Reorganization or any of the other Transactions that such Shareholder or any of its Affiliates may have by virtue of, or with respect to, any Subject Shares.

4.5 **No Solicitation.** Such Shareholder shall not, and shall cause its Affiliates and its and their respective directors, officers and employees not to, and such Shareholder shall, and shall cause its Affiliates to, use their reasonable best efforts to cause its and their respective Representatives not to, and shall not publicly announce any intention to, directly or indirectly (a) solicit, initiate or knowingly facilitate, knowingly induce or encourage (including by providing information, cooperation or assistance) any inquiries or the making of any proposal or offer that constitutes or would reasonably be expected to lead to an Alternative Acquisition Proposal, (b) other than informing Persons of the provisions contained in this Section 4.5, enter into, continue or otherwise participate in any discussions or negotiations regarding any Alternative Acquisition Proposal or (c) execute or enter into any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement or other Contract (whether or not binding) with respect to an Alternative Acquisition Proposal. Such Shareholder shall, and shall cause each of its Affiliates and its and their respective directors, officers and employees to, and shall direct each of the Representatives of the Company and its Affiliates to, immediately cease and cause to be terminated any and all existing discussions or negotiations with any Person conducted prior to the date of this Agreement. Such Shareholder shall as promptly as practicable (and in any event within twenty-four (24) hours) notify Buyer of any Alternative Acquisition Proposal, or any request for information or inquiry that such Shareholder reasonably believes could lead to or contemplates an Alternative Acquisition Proposal, which notification shall include (i) a copy of the applicable written Alternative Acquisition Proposal, request or inquiry (or, if oral, the material terms and conditions of such Alternative Acquisition Proposal, request or inquiry)

7

(including in each case any subsequent material amendments or other material modifications thereto) and (ii) the identity of the third party making such Alternative Acquisition Proposal, request or inquiry.

4.6 **Notice of Certain Events.** Such Shareholder shall notify Buyer of any development occurring after the date hereof that causes, or that would

reasonably be expected to cause, any material breach of any of the representations and warranties of such Shareholder set forth in Article II. Such Shareholder shall promptly notify Buyer of the number of any new Subject Shares acquired by such Shareholder, if any, after the date hereof; it being understood that any such shares shall be subject to the terms of this Agreement as though owned by such Shareholder on the date hereof. Buyer shall notify such Shareholder of any development occurring after the date hereof that causes, or that would reasonably be expected to cause, any breach of any of the representations and warranties of Buyer set forth in Article III.

4.7 **Certain Other Agreements.** During the period from the date of this Agreement through the Closing Date, Buyer shall not, and shall cause Parent not to, enter into any additional, or modify (including by amendment, waiver or termination) any existing, agreements concerning the matters set forth herein with any existing or future shareholder in the Company that have the effect of establishing rights or otherwise benefiting such shareholder with respect to the matters set forth herein in a manner more favorable in any material respect than the rights and benefits established in favor of Shareholder under this Agreement, unless, in any such case, Buyer has agreed to amend this Agreement to provide Shareholder with such rights and benefits.

ARTICLE V MISCELLANEOUS

5.1 **Notices.** All notices, consents, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) on the date of delivery if delivered personally or sent via electronic mail, (b) on the first (1st) Business Day following the date of dispatch if sent by a nationally recognized overnight courier (providing proof of delivery) or (c) on the third (3rd) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid; provided that the notice or other communication is sent to the address or email address set forth (i) if to Buyer, to the address or email address set forth in Section 9.01 of the Purchase Agreement and (ii) if to the Shareholder, to the Shareholder's address or email address set forth on a signature page hereto, or to such other address or email address as such party may hereafter specify for the purpose by notice to each other party hereto.

5.2 **Termination.** This Agreement shall terminate automatically, without any notice or other action by any Person, upon the first to occur of (a) the termination of the Purchase Agreement in accordance with its terms, (b) the consummation all of the Transactions, (c) upon mutual written consent of the parties to terminate this Agreement, (d) the date of any modification, waiver or amendment to the Purchase Agreement in a manner that decreases the Offer Consideration, changes the form of the Offer Consideration or otherwise would be adverse to Shareholders with respect to timing or certainty of the Closing or (e) upon any material breach of the terms of this Agreement by Buyer. Upon termination of this Agreement, no party shall have any further obligations or liabilities under this Agreement; provided, however, that

8

(w) nothing set forth in this Section 5.2 shall relieve any party from liability for any breach of this Agreement prior to termination hereof, (x) the provisions of this Article V shall survive any termination of this Agreement and (y) the provisions of Section 4.4 shall survive any termination of this Agreement in the event the Transactions have been consummated.

5.3 **Amendment; Waiver; Third Party Beneficiary.** This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties. Any agreement on the part of a party to any extension or waiver with respect to this Agreement shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights. The parties hereto expressly agree that the Company shall be a third party beneficiary of this Agreement and shall be entitled to enforce any power, right, privilege or remedy of Buyer hereunder.

5.4 **Expenses.** All fees and expenses incurred in connection herewith and the transactions contemplated hereby shall be paid by the party incurring such fees and expenses, whether or not the Offer or the other Transactions are consummated.

5.5 **Entire Agreement.** This Agreement, together with Schedule A, and the other documents and certificates delivered pursuant hereto, constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to, the subject matter of this Agreement.

5.6 **Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties, except that Buyer may assign, in its sole discretion, any of or all its rights, interests and obligations under this Agreement to any one or more direct or indirect wholly owned Subsidiaries or Affiliates controlled by Parent, but no such assignment shall relieve Buyer of any of its obligations under this Agreement. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

5.7 **Specific Enforcement; Jurisdiction.** (a) The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached, and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions, or any other appropriate form of equitable relief, to prevent breaches of this Agreement and to enforce specifically the performance of the terms and provisions of this Agreement in any court referred to in Section 5.7(b), without the necessity of proving the inadequacy of money damages as a remedy (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties acknowledges and agrees that the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without such right, none of the parties would have entered into this Agreement.

9

(b) Each of the parties hereto hereby (a) irrevocably and unconditionally submits to the personal jurisdiction of the Chosen Courts, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such Chosen Court, (c) agrees that any Actions arising in connection with or relating to this Agreement or the transactions contemplated hereby shall be brought, tried and determined only in the Chosen Courts, (d) waives any claim of improper venue or any claim that the Chosen Courts are an inconvenient forum and (e) agrees that it will not bring any Action relating to this Agreement or the Transactions in any court other than the Chosen Courts. Each of the parties hereto hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby: (i) any claim that such party is not personally subject to the jurisdiction of the Chosen Courts as described herein for any reason; (ii) that it or its property is exempt or immune from jurisdiction of any such Chosen Court or from any legal process commenced in such courts (whether through service of process, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (iii) that (A) the Action in any such court is brought in an inconvenient forum, (B) the venue of such Action is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such Chosen Courts.

5.8 **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF OR THEREOF. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF AN ACTION,

(B) SUCH PARTY HAS CONSIDERED AND UNDERSTANDS THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.8

5.9 **Governing Law.** This Agreement, and any Action arising out of or relating to this Agreement or the transactions contemplated by this Agreement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles thereof.

5.10 **Parties in Interest.** This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

10

5.11 **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party.

5.12 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Delivery of an executed counterpart of a signature page of this Agreement by portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

5.13 **Interpretation.** When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include”, “includes”, or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”. The meanings assigned to each term defined herein shall be equally applicable to both the singular and plural forms of such term, and words denoting any gender shall include all genders. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

5.14 **Further Assurances.** Buyer and each Shareholder will execute and deliver, or cause to be executed and delivered, all further documents and instruments and use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and regulations, to perform their obligations under this Agreement.

[remainder of page intentionally left blank]

11

IN WITNESS WHEREOF, the parties are executing this Agreement as of the date first written above.

QUALCOMM RIVER HOLDINGS B.V.

By: /s/ Edwin Denekamp
Name: Edwin Denekamp
Title: Managing Director A

QUALCOMM RIVER HOLDINGS B.V.

By: /s/ Adam Schwenker
Name: Adam Schwenker
Title: Managing Director B

SHAREHOLDERS:

Each of the below Shareholders is executing this agreement on a several and not joint and several basis and makes all agreements, representations, warranties, covenants and undertakings solely on behalf of itself and with respect to the Shares it holds, as set forth in the attached Schedule A

Farallon Capital Partners, L.P.
Farallon Capital Institutional Partners, L.P.
Farallon Capital Institutional Partners II, L.P.
Farallon Capital Offshore Investors II, L.P.
Farallon Capital (AM) Investors, L.P.
Farallon Capital Institutional Partners III, L.P.

By: Farallon Partners, L.L.C., the general partner of each

By: /s/ Philip Dreyfuss
Name: Philip Dreyfuss

Title: Managing Member

One Maritime Plaza, Suite 2100
San Francisco, CA 94111
Attention: Thomas G. Roberts, Jr.
Email: troberts@farcap.com

Farallon Capital Institutional Partners V, L.P.

By: Farallon Institutional (GP) V, L.L.C., its general partner

By: /s/ Philip Dreyfuss
Name: Philip Dreyfuss
Title: Managing Member

One Maritime Plaza, Suite 2100
San Francisco, CA 94111
Attention: Thomas G. Roberts, Jr.
Email: troberts@farcap.com

Farallon Capital F5 Master I, L.P.

By: Farallon F5 (GP), L.L.C.

By: /s/ Philip Dreyfuss
Name: Philip Dreyfuss
Title: Managing Member

One Maritime Plaza, Suite 2100
San Francisco, CA 94111
Attention: Thomas G. Roberts, Jr.
Email: troberts@farcap.com

Schedule A

<u>Name of Shareholder</u>	<u>Number of Shares</u>
Farallon Capital Partners, L.P.	1,724,900
Farallon Capital Institutional Partners, L.P.	1,710,100
Farallon Capital Institutional Partners V, L.P.	232,400
Farallon Capital Institutional Partners II, L.P.	281,500
Farallon Capital Offshore Investors II, L.P.	3,333,300
Farallon Capital F5 Master I, L.P.	189,300
Farallon Capital (AM) Investors, L.P.	128,200
Farallon Capital Institutional Partners III, L.P.	243,300

TENDER AND SUPPORT AGREEMENT

This TENDER AND SUPPORT AGREEMENT (this “Agreement”), dated as of February 20, 2018, is entered into by and among QUALCOMM RIVER HOLDINGS B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the Laws of The Netherlands (“Buyer”), and the undersigned shareholders of NXP SEMICONDUCTORS N.V., a public limited liability company (*naamloze vennootschap*) organized under the Laws of The Netherlands (the “Company”) set forth on Schedule A hereto (each, a “Shareholder”). All terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Purchase Agreement and the Purchase Agreement Amendment (each as defined below), in each case as of the date hereof.

WHEREAS, as of the date hereof, each Shareholder is the owner of the number of Shares set forth opposite the Shareholder’s name on Schedule A (all such Shares set forth on Schedule A next to the Shareholder’s name, together with any Shares that are hereafter issued to or that ownership of is otherwise directly or indirectly acquired by the Shareholder prior to the termination of this Agreement, including for the avoidance of doubt any Shares acquired by the Shareholder upon the conversion of any securities convertible into Shares after the date hereof, (but excluding, for the avoidance of doubt, any Shares that may be deemed to be beneficially owned because they are the subject of an option or other derivatives contract, but are not capable of being voted or tendered by Shareholder) being referred to herein as the “Subject Shares”);

WHEREAS, Buyer and the Company previously entered into the Purchase Agreement, dated as of October 27, 2016 (as amended, restated, supplemented or otherwise modified in accordance with the terms thereof, the “Purchase Agreement”), pursuant to which, among other things, (a) Buyer has commenced a tender offer to purchase any and all of the outstanding Shares and (b) following the closing of the Subsequent Offering Period (as it may be extended by the Minority Exit Offering Period), it is Buyer’s intent to effectuate, and to cause the Company to effectuate, the Post-Offer Reorganization, in each case, upon the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, concurrent with the execution of this Agreement, Buyer and the Company are entering into an amendment to the Purchase Agreement (the “Purchase Agreement Amendment”), a copy of which has been previously provided to Shareholder, so as to, among other things, increase the Offer Consideration from \$110.00 per Share in cash to \$127.50 per Share in cash; and

WHEREAS, as a condition to its willingness to enter into the Purchase Agreement Amendment, and as an inducement and consideration for Buyer to enter into the Purchase Agreement Amendment, each Shareholder has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I
AGREEMENT TO TENDER AND VOTE

1.1 Agreement to Tender

(a) Subject to the terms of this Agreement, each Shareholder agrees to tender or cause to be tendered in the Offer all of its Subject Shares pursuant to and in accordance with the terms of the Offer, free and clear of all Share Liens (as defined below) except for Permitted Share Liens. Without limiting the generality of the foregoing, but subject to the terms of this Agreement, no later than the later of (I) two (2) Business Days following Shareholders’ receipt of written notice from Buyer (a “Buyer Notice”) that (x) all Offer Conditions, other than the Minimum Condition and those conditions that by their nature are to be satisfied in connection with the Closing, have been satisfied and (y) it is Buyer’s expectation to cause the Acceptance Time to occur promptly following the then-current Expiration Time and (II) five (5) Business Days prior to the Expiration Time, each Shareholder shall deliver or cause to be delivered to the depository designated in the Offer pursuant to the terms of the Offer (i) a letter of transmittal with respect to all of such Shareholder’s Subject Shares complying with the terms of the Offer, (ii) written instructions to such Shareholder’s broker, dealer, commercial bank, trust company or other nominee that such Subject Shares be tendered, including a reference to this Agreement, and requesting delivery of an “agent’s message” (or such other evidence, if any, of transfer as the depository for the Offer may reasonably request) and (iii) all other documents or instruments required to be delivered by all other Company shareholders tendering into the Offer pursuant to the terms of the Offer. Each Shareholder agrees that, once any of its Subject Shares are tendered, such Shareholder will not withdraw and will cause not to be withdrawn such Subject Shares from the Offer unless and until this Agreement shall have been validly terminated in accordance with Section 5.2; provided, that Shareholder may withdraw its Subject Shares in the event the then-current Expiration Date is extended in accordance with the Purchase Agreement for a period of more than five (5) Business Days so long as such Subject Shares are delivered no less than the later of (x) two (2) Business Days following Shareholders’ receipt of a new Buyer Notice and (y) five (5) Business Days prior to the Expiration Time.

(b) If the Offer is terminated or withdrawn by Buyer, or the Purchase Agreement is validly terminated prior to the Acceptance Time in accordance with its terms, Buyer shall promptly return, and shall cause the depository for the Offer to return, all tendered Shares to the registered holders of such tendered Shares (and in connection with the foregoing, Buyer shall direct the depository to promptly return such tendered Shares).

1.2 Voting of Subject Shares. Subject to the terms of this Agreement, each Shareholder hereby irrevocably and unconditionally agrees that, during the time this Agreement is in effect, at any annual or extraordinary general meeting of the shareholders of the Company, however called, including any adjournment or postponement thereof, and in connection with any action proposed to be taken by written consent of the shareholders of the Company, such Shareholder shall, in each case to the fullest extent that its Subject Shares are entitled to vote thereon: (a) appear at each such meeting or otherwise cause all such Subject Shares to be counted as present thereat for purposes of determining a quorum, and (b) be present (in person or by proxy) and vote (or cause to be voted), or deliver (or cause to be delivered) a written consent with respect to, all of its Subject Shares (i) in favor of any proposal recommended by the Company Board that is intended to facilitate the consummation of the Transactions, (ii) against

any action or agreement that would reasonably be expected to (A) result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Purchase Agreement or the Purchase Agreement Amendment, or of such Shareholder contained in this Agreement, or (B) result in any of the conditions set forth in Annex I of the Purchase Agreement not being satisfied on or before the End Date, and (iii) against any Alternative Acquisition Proposal (or any proposal relating to an Alternative Acquisition Proposal) and against any other proposed action, agreement or transaction involving the Company that would reasonably be expected, to impede, interfere with, delay, postpone, adversely affect or prevent the consummation of the Offer or the other Transactions, including (x) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company (other than the Offer or the other Transactions), (y) a sale, lease, license or transfer of a material amount of assets (including, for the avoidance of doubt, Company Intellectual Property Rights and capital stock of Subsidiaries of the Company) of the Company or any reorganization, recapitalization or liquidation of the Company or (z) any change in the present authorized capitalization of the Company or any amendment or other change to the Company Organizational Documents. Each Shareholder shall retain at all times the right to vote its Subject Shares in such Shareholder’s sole discretion, and without any other limitation, on any matters that are at any time or from time to time presented for consideration to the Company’s

shareholder generally.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS

Each Shareholder represents and warrants, severally and not jointly, to Buyer that:

2.1 **Authorization; Binding Agreement.** Such Shareholder is duly organized and validly existing in good standing under the Laws of the jurisdiction in which it is incorporated or constituted and the consummation of the transactions contemplated hereby are within such Shareholder's entity powers and have been duly authorized by all necessary entity actions on the part of such Shareholder, and such Shareholder has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by such Shareholder and, assuming the due authorization, execution and delivery of this Agreement by Buyer, constitutes a valid and binding obligation of such Shareholder enforceable against such Shareholder in accordance with its terms, subject to the Enforceability Exceptions.

2.2 **Non-Contravention.** Neither the execution and delivery of this Agreement by such Shareholder nor the consummation by such Shareholder of the transactions contemplated hereby nor compliance by such Shareholder with any provisions herein will (a) violate, contravene or conflict with, or result in a breach of any provision of, the certificate of incorporation or bylaws (or other similar governing documents) of such Shareholder, (b) require any consent, approval, authorization, declaration or permit of, action by, filing with or notification to, any Governmental Authority on the part of such Shareholder, except for the filing of such reports as may be required under Section 13(d) and Section 14(d) of the 1934 Act in connection with this Agreement and the transactions contemplated hereby, (c) violate, contravene or conflict with, or result in a breach of any provisions of, or require any consent, waiver or approval or result in a default or loss of a benefit (or give rise to any right of termination, cancellation, modification or acceleration or any event that, with the giving of

3

notice, the passage of time or otherwise, would constitute a default or give rise to any such right) under any of the terms, conditions or provisions of any Contract or other instrument or obligation to which such Shareholder is a party or by which such Shareholder or any of its Subject Shares are bound, (d) result (or, with the giving of notice, the passage of time or otherwise, would result) in the creation or imposition of any Share Lien (as defined below) of any kind on any asset of such Shareholder (other than one created by Buyer or otherwise pursuant to this Agreement) or (e) violate, contravene or conflict with any Law or Order applicable to such Shareholder or by which any of its Subject Shares are bound, except for any of the foregoing as could not reasonably be expected, either individually or in the aggregate, to materially impair, impede, delay or frustrate the ability of such Shareholder to perform such Shareholder's obligations hereunder on a timely basis.

2.3 **Ownership of Subject Shares; Total Shares.** Such Shareholder is the direct or indirect owner of all such Shareholder's Subject Shares, has the right to vote and tender or cause the voting or tendering of such Subject Shares as contemplated hereby, and has, directly or indirectly, good and marketable title to all such Subject Shares free and clear of any Liens, proxies, voting trusts or agreements, options or rights, understandings or arrangements inconsistent with this Agreement or the transactions contemplated hereby, or any other encumbrances or restrictions whatsoever on title, transfer or exercise of any rights of a shareholder in respect of such Subject Shares (collectively, "**Share Liens**"), except for any such Share Lien that may be imposed pursuant to (i) this Agreement, (ii) any applicable restrictions on transfer under the 1933 Act or any state securities Law, (iii) collateral and rehypothecation arrangements with prime brokers in margin accounts; and (iv) any Share Liens that could not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform fully its obligations hereunder with respect to the applicable Subject Shares on a timely basis (collectively, "**Permitted Share Liens**"). The Shares listed on Schedule A opposite such Shareholder's name constitute all of the Shares owned by such Shareholder as of the date hereof, and such Shareholder and its Affiliates do not own any rights to acquire Shares or any securities convertible into or exchangeable for Shares.

2.4 **Voting Power.** Such Shareholder has voting power with respect to all such Shareholder's Subject Shares, and power of disposition, power to issue instructions with respect to the matters set forth in Article I and Article IV, power to demand or waive any appraisal rights with respect to the Subject Shares and power to agree to all of the matters set forth in this Agreement, in each case with respect to all such Shareholder's Subject Shares.

2.5 **Reliance.** Such Shareholder understands and acknowledges that Buyer is entering into the Purchase Agreement Amendment in reliance upon such Shareholder's execution, delivery and performance of this Agreement.

2.6 **Absence of Litigation.** With respect to such Shareholder, as of the date hereof, there is no Action pending against, or, to the knowledge of such Shareholder, threatened against such Shareholder or any of such Shareholder's properties or assets (including any Subject Shares) before or by any Governmental Authority that would reasonably be expected to prevent, delay or impair the consummation by such Shareholder of the transactions contemplated by this Agreement or otherwise impair such Shareholder's ability to perform its obligations hereunder.

4

2.7 **Brokers.** No broker, finder, financial advisor, investment banker or other Person is entitled to any brokerage, finder's, financial advisor's or other similar fee or commission from the Buyer, the Company or any of their respective Affiliates in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of such Shareholder.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to the Shareholders that:

3.1 **Organization and Qualification.** Buyer is a duly organized and validly existing corporation in good standing under the Laws of the jurisdiction of its organization.

3.2 **Authority for this Agreement.** Buyer has all requisite entity power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Buyer has been duly and validly authorized by all necessary entity action on the part of Buyer, and no other entity proceedings on the part of Buyer are necessary to authorize this Agreement. This Agreement has been duly and validly executed and delivered by Buyer and, assuming the due authorization, execution and delivery thereof by each of the Shareholders, constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the Enforceability Exceptions.

ARTICLE IV ADDITIONAL COVENANTS OF THE SHAREHOLDERS AND BUYER

Each Shareholder hereby covenants and agrees that until the termination of this Agreement:

4.1 **No Transfer; No Inconsistent Arrangements.** Except as provided hereunder, during the time this Agreement is in effect, such Shareholder shall

not, directly or indirectly, (a) create or permit to exist any Share Lien, other than Permitted Share Liens, on any of such Shareholder's Subject Shares, (b) transfer, sell, assign gift or otherwise dispose of (including, for the avoidance of doubt, by depositing, submitting or otherwise tendering any such Subject Shares into any tender or exchange offer (other than the Offer)), (collectively, "Transfer"), any of such Shareholder's Subject Shares, (or consent to any of the foregoing); provided that either Shareholder shall be permitted to Transfer any Subject Shares to the other Shareholder, so long as such Subject Shares continue to be Subject Shares hereunder, (c) enter into any pledging or hedging Contract, derivative arrangement, option or other Contract (including profit sharing agreement) that would prevent Shareholder from delivering the Subject Shares into the Offer or from voting the Subject Shares, in each case, in accordance herewith, (d) grant or permit the grant of any proxy, power-of-attorney or other authorization or consent in or with respect to any such Shareholder's Subject Shares, (e) deposit or permit the deposit of any of such Shareholder's Subject Shares into a voting trust or enter into a voting agreement or arrangement with respect to any of such Shareholder's Subject Shares or (f) take or permit any other action that would prevent the performance of such Shareholder's obligations hereunder or otherwise make any representation or warranty of such Shareholder herein untrue or incorrect.

5

Any action taken in violation of the foregoing sentence shall be null and void *ab initio*; provided that the Transfer restrictions set forth in Section 4.1(b) shall terminate as of 11:59 p.m. (New York City time) on April 25, 2018 (the "Transfer Restriction Cut-Off Time"); it being understood that all Subject Shares not Transferred in accordance with this Agreement after the Transfer Restriction Cut-Off Time shall continue to be subject to all of the restrictions applicable to Subject Shares set forth in this Agreement, including under Article I and this Section 4.1, except for the restrictions set forth in Section 4.1(b). If any involuntary Transfer of any of such Shareholder's Subject Shares shall occur (including a sale by such Shareholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Subject Shares subject to all of the restrictions, obligations, liabilities and rights under this Agreement, which shall continue in full force and effect until valid termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, until the termination of this Agreement, such Shareholder shall not, directly or indirectly, accept any tender offer or exchange offer that constitutes an Alternative Acquisition Proposal and shall not tender any Subject Shares in any such tender offer or exchange offer. Nothing in this Agreement shall prohibit any pledging or hedging or entering into any Contract, derivative arrangement, option or other Contract (including profit sharing agreement) that will not prevent Shareholder from delivering the Subject Shares into the Offer or from voting the Subject Shares, in each case, in accordance herewith. Notwithstanding the foregoing, such Stockholder may make Transfers of its Subject Shares as Buyer may agree in writing in its sole discretion.

4.2 **Documentation and Information.** Such Shareholder shall not, and shall cause its Affiliates and its and their respective directors, officers and employees not to, and such Shareholder shall, and shall cause its Affiliates to, use their reasonable best efforts to cause its and their respective Representatives not to, make any press release, public announcement or other communication to any Third Party regarding this Agreement and the transactions contemplated hereby or the Purchase Agreement and the Transactions without the prior written consent of Buyer, except (a) as such Shareholder reasonably determines (based on the advice of its legal counsel, which may be in-house counsel) is required to be disclosed by applicable Law (provided that reasonable notice of any such disclosure will be provided to Buyer to the extent legally permissible and reasonably practicable), including any filings with the SEC pursuant to the 1934 Act, or (b) for any such announcement that is supportive of the Transactions and not inconsistent with any press release issued by Buyer or the Company in connection with or relating to the Purchase Agreement Amendment, the Offer and the Transactions. Such Shareholder (i) consents to and authorizes the publication and disclosure by Buyer of such Shareholder's identity and holdings of Subject Shares, the nature of such Shareholder's commitments, arrangements and understandings under this Agreement (including, for the avoidance of doubt, the disclosure of this Agreement) and any other information that Buyer reasonably determines upon the advice of counsel is required to be disclosed by applicable Law in any press release, the Offer Documents (in each case, including all schedules and documents filed with the SEC) or any other disclosure document in connection with the Offer, the Post-Offer Reorganization and the other Transactions (provided that notice of any such disclosure will be provided to such Shareholder to the extent reasonably practicable, the Shareholder will have a reasonable opportunity to provide comments on such disclosure, and Buyer shall incorporate any reasonable comments to the portions of any such disclosure that make reference to Shareholder's

6

identity and holdings as may be provided by such Shareholder), (ii) agrees to promptly give to Buyer and the Company any information in their reasonable possession or control they may reasonably require for the preparation of any such disclosure documents and (iii) agrees to promptly notify Buyer of any required corrections reasonably known to such Shareholder with respect to any information supplied by such Shareholder specifically for use in any such disclosure document, if and to the extent that any Shareholder reasonably knows such information shall have become false or misleading in any material respect. Buyer agrees to promptly give to such Shareholder any information regarding Buyer that such Shareholder reasonably requires for the preparation of any documents that such Shareholder is required to file with the SEC in connection with the transactions contemplated hereby, including the filing of any Schedule 13D, Schedule 14D-9 or amendments thereto.

4.3 **Adjustments.** In the event of a stock split, stock dividend or distribution, or any change in the Shares by reason of a stock split, reverse stock split, recapitalization, combination, reclassification, readjustment, exchange of shares or the like, the term "Subject Shares" shall be deemed to refer to and include such shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in the transaction.

4.4 **Waiver of Appraisal Rights.** Such Shareholder hereby agrees to, and shall cause its Affiliates to, waive and not exercise any rights of appraisal, any dissenters' rights or any similar rights relating to the Post-Offer Reorganization or any of the other Transactions that such Shareholder or any of its Affiliates may have by virtue of, or with respect to, any Subject Shares.

4.5 **No Solicitation.** Such Shareholder shall not, and shall cause its Affiliates and its and their respective directors, officers and employees not to, and such Shareholder shall, and shall cause its Affiliates to, use their reasonable best efforts to cause its and their respective Representatives not to, and shall not publicly announce any intention to, directly or indirectly (a) solicit, initiate or knowingly facilitate, knowingly induce or encourage (including by providing information, cooperation or assistance) any inquiries or the making of any proposal or offer that constitutes or would reasonably be expected to lead to an Alternative Acquisition Proposal, (b) other than informing Persons of the provisions contained in this Section 4.5, enter into, continue or otherwise participate in any discussions or negotiations regarding any Alternative Acquisition Proposal or (c) execute or enter into any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement or other Contract (whether or not binding) with respect to an Alternative Acquisition Proposal. Such Shareholder shall, and shall cause each of its Affiliates and its and their respective directors, officers and employees to, and shall direct each of the Representatives of the Company and its Affiliates to, immediately cease and cause to be terminated any and all existing discussions or negotiations with any Person conducted prior to the date of this Agreement. Such Shareholder shall as promptly as practicable (and in any event within twenty-four (24) hours) notify Buyer of any Alternative Acquisition Proposal, or any request for information or inquiry that such Shareholder reasonably believes could lead to or contemplates an Alternative Acquisition Proposal, which notification shall include (i) a copy of the applicable written Alternative Acquisition Proposal, request or inquiry (or, if oral, the material terms and conditions of such Alternative Acquisition Proposal, request or inquiry)

7

(including in each case any subsequent material amendments or other material modifications thereto) and (ii) the identity of the third party making such Alternative Acquisition Proposal, request or inquiry.

4.6 **Notice of Certain Events.** Such Shareholder shall notify Buyer of any development occurring after the date hereof that causes, or that would reasonably be expected to cause, any material breach of any of the representations and warranties of such Shareholder set forth in Article II. Such Shareholder shall promptly notify Buyer of the number of any new Subject Shares acquired by such Shareholder, if any, after the date hereof; it being understood that any such shares shall be subject to the terms of this Agreement as though owned by such Shareholder on the date hereof. Buyer shall notify such Shareholder of any development occurring after the date hereof that causes, or that would reasonably be expected to cause, any breach of any of the representations and warranties of Buyer set forth in Article III.

4.7 **Certain Other Agreements.** During the period from the date of this Agreement through the Closing Date, Buyer shall not, and shall cause Parent not to, enter into any additional, or modify (including by amendment, waiver or termination) any existing, agreements concerning the matters set forth herein with any existing or future shareholder in the Company that have the effect of establishing rights or otherwise benefiting such shareholder with respect to the matters set forth herein in a manner more favorable in any material respect than the rights and benefits established in favor of Shareholder under this Agreement, unless, in any such case, Buyer has agreed to amend this Agreement to provide Shareholder with such rights and benefits.

ARTICLE V MISCELLANEOUS

5.1 **Notices.** All notices, consents, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) on the date of delivery if delivered personally or sent via electronic mail, (b) on the first (1st) Business Day following the date of dispatch if sent by a nationally recognized overnight courier (providing proof of delivery) or (c) on the third (3rd) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid; provided that the notice or other communication is sent to the address or email address set forth (i) if to Buyer, to the address or email address set forth in Section 9.01 of the Purchase Agreement and (ii) if to the Shareholder, to the Shareholder's address or email address set forth on a signature page hereto, or to such other address or email address as such party may hereafter specify for the purpose by notice to each other party hereto.

5.2 **Termination.** This Agreement shall terminate automatically, without any notice or other action by any Person, upon the first to occur of (a) the termination of the Purchase Agreement in accordance with its terms, (b) the consummation of all of the Transactions, (c) upon mutual written consent of the parties to terminate this Agreement, (d) the date of any modification, waiver or amendment to the Purchase Agreement in a manner that decreases the Offer Consideration, changes the form of the Offer Consideration or otherwise would be adverse to Shareholders with respect to timing or certainty of the Closing or (e) upon any material breach of the terms of this Agreement by Buyer. Upon termination of this Agreement, no party shall have any further obligations or liabilities under this Agreement; provided, however, that

8

(w) nothing set forth in this Section 5.2 shall relieve any party from liability for any breach of this Agreement prior to termination hereof, (x) the provisions of this Article V shall survive any termination of this Agreement and (y) the provisions of Section 4.4 shall survive any termination of this Agreement in the event the Transactions have been consummated.

5.3 **Amendment; Waiver; Third Party Beneficiary.** This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties. Any agreement on the part of a party to any extension or waiver with respect to this Agreement shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights. The parties hereto expressly agree that the Company shall be a third party beneficiary of this Agreement and shall be entitled to enforce any power, right, privilege or remedy of Buyer hereunder.

5.4 **Expenses.** All fees and expenses incurred in connection herewith and the transactions contemplated hereby shall be paid by the party incurring such fees and expenses, whether or not the Offer or the other Transactions are consummated.

5.5 **Entire Agreement.** This Agreement, together with Schedule A, and the other documents and certificates delivered pursuant hereto, constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to, the subject matter of this Agreement.

5.6 **Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties, except that Buyer may assign, in its sole discretion, any of or all its rights, interests and obligations under this Agreement to any one or more direct or indirect wholly owned Subsidiaries or Affiliates controlled by Parent, but no such assignment shall relieve Buyer of any of its obligations under this Agreement. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

5.7 **Specific Enforcement; Jurisdiction.** (a) The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached, and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions, or any other appropriate form of equitable relief, to prevent breaches of this Agreement and to enforce specifically the performance of the terms and provisions of this Agreement in any court referred to in Section 5.7(b), without the necessity of proving the inadequacy of money damages as a remedy (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties acknowledges and agrees that the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without such right, none of the parties would have entered into this Agreement.

9

(b) Each of the parties hereto hereby (a) irrevocably and unconditionally submits to the personal jurisdiction of the Chosen Courts, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such Chosen Court, (c) agrees that any Actions arising in connection with or relating to this Agreement or the transactions contemplated hereby shall be brought, tried and determined only in the Chosen Courts, (d) waives any claim of improper venue or any claim that the Chosen Courts are an inconvenient forum and (e) agrees that it will not bring any Action relating to this Agreement or the Transactions in any court other than the Chosen Courts. Each of the parties hereto hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby: (i) any claim that such party is not personally subject to the jurisdiction of the Chosen Courts as described herein for any reason; (ii) that it or its property is exempt or immune from jurisdiction of any such Chosen Court or from any legal process commenced in such courts (whether through service of process, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (iii) that (A) the Action in any such court is brought in an inconvenient forum, (B) the venue of such Action is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such Chosen Courts.

5.8 **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF OR THEREOF. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED,

EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF AN ACTION, (B) SUCH PARTY HAS CONSIDERED AND UNDERSTANDS THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.8

5.9 **Governing Law.** This Agreement, and any Action arising out of or relating to this Agreement or the transactions contemplated by this Agreement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles thereof.

5.10 **Parties in Interest.** This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

10

5.11 **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party.

5.12 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Delivery of an executed counterpart of a signature page of this Agreement by portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

5.13 **Interpretation.** When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes", or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The meanings assigned to each term defined herein shall be equally applicable to both the singular and plural forms of such term, and words denoting any gender shall include all genders. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

5.14 **Further Assurances.** Buyer and each Shareholder will execute and deliver, or cause to be executed and delivered, all further documents and instruments and use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and regulations, to perform their obligations under this Agreement.

[remainder of page intentionally left blank]

11

IN WITNESS WHEREOF, the parties are executing this Agreement as of the date first written above.

QUALCOMM RIVER HOLDINGS B.V.

By: /s/ Edwin Denekamp
Name: Edwin Denekamp
Title: Managing Director A

QUALCOMM RIVER HOLDINGS B.V.

By: /s/ Adam Schwenker
Name: Adam Schwenker
Title: Managing Director B

SHAREHOLDERS:

HBK MASTER FUND L.P.
by: HBK Services LLC, its investment adviser

By: /s/ Jon L. Mosle III
Name: Jon L. Mosle III
Title: Authorized Signatory

c/o HBK Investments L.P.
2101 Cedar Springs Road, Suite 700
Dallas, Texas 75201
Attention: Jon L. Mosle
Email: legal@hbk.com

HBK MERGER STRATEGIES MASTER FUND L.P.
by: HBK Services LLC, its investment adviser

By: /s/ Jon L. Mosle III
Name: Jon L. Mosle III
Title: Authorized Signatory

c/o HBK Investments L.P.
2101 Cedar Springs Road, Suite 700
Dallas, Texas 75201
Attention: Jon L. Mosle
Email: legal@hbk.com

Schedule A

<u>Name of Shareholder</u>	<u>Number of Shares</u>
HBK Master Fund L.P.	9,906,811
HBK Merger Strategies Master Fund L.P.	5,260,289

TENDER AND SUPPORT AGREEMENT

This TENDER AND SUPPORT AGREEMENT (this “Agreement”), dated as of February 20, 2018, is entered into by and between QUALCOMM RIVER HOLDINGS B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the Laws of The Netherlands (“Buyer”), and Pentwater Capital Management LP, acting as investment advisor to the shareholders of NXP SEMICONDUCTORS N.V., a public limited liability company (*naamloze vennootschap*) organized under the Laws of The Netherlands (the “Company”), set forth on Schedule A hereto (each, a “Shareholder”). All terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Purchase Agreement and the Purchase Agreement Amendment (each as defined below), in each case as of the date hereof.

WHEREAS, as of the date hereof, each Shareholder is the owner of the number of Shares set forth opposite the Shareholder’s name on Schedule A (all such Shares set forth on Schedule A next to the Shareholder’s name, together with any Shares that are hereafter issued to or that ownership of is otherwise directly or indirectly acquired by the Shareholder prior to the termination of this Agreement (other than any Shares acquired by any of the Shareholders after the date hereof in order to cover any short call positions that any of the Shareholders may have as of the date hereof), including for the avoidance of doubt any Shares acquired by the Shareholder upon the conversion of any securities convertible into Shares after the date hereof, (but excluding, for the avoidance of doubt, any Shares that may be deemed to be beneficially owned because they are the subject of an option or other derivatives contract, but are not capable of being voted or tendered by Shareholder) being referred to herein as the “Subject Shares”);

WHEREAS, Buyer and the Company previously entered into the Purchase Agreement, dated as of October 27, 2016 (as amended, restated, supplemented or otherwise modified in accordance with the terms thereof, the “Purchase Agreement”), pursuant to which, among other things, (a) Buyer has commenced a tender offer to purchase any and all of the outstanding Shares and (b) following the closing of the Subsequent Offering Period (as it may be extended by the Minority Exit Offering Period), it is Buyer’s intent to effectuate, and to cause the Company to effectuate, the Post-Offer Reorganization, in each case, upon the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, concurrent with the execution of this Agreement, Buyer and the Company are entering into an amendment to the Purchase Agreement (the “Purchase Agreement Amendment”), a copy of which has been previously provided to Shareholder, so as to, among other things, increase the Offer Consideration from \$110.00 per Share in cash to \$127.50 per Share in cash; and

WHEREAS, as a condition to its willingness to enter into the Purchase Agreement Amendment, and as an inducement and consideration for Buyer to enter into the Purchase Agreement Amendment, each Shareholder has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I AGREEMENT TO TENDER AND VOTE

1.1 Agreement to Tender.

(a) Subject to the terms of this Agreement, each Shareholder agrees to tender or cause to be tendered in the Offer all of its Subject Shares pursuant to and in accordance with the terms of the Offer, free and clear of all Share Liens (as defined below) except for Permitted Share Liens. Without limiting the generality of the foregoing, but subject to the terms of this Agreement, no later than the later of (I) two (2) Business Days following Shareholders’ receipt of written notice from Buyer (a “Buyer Notice”) that (x) all Offer Conditions, other than the Minimum Condition and those conditions that by their nature are to be satisfied in connection with the Closing, have been satisfied and (y) it is Buyer’s expectation to cause the Acceptance Time to occur promptly following the then-current Expiration Time and (II) five (5) Business Days prior to the Expiration Time, each Shareholder shall deliver or cause to be delivered to the depository designated in the Offer pursuant to the terms of the Offer (i) a letter of transmittal with respect to all of such Shareholder’s Subject Shares complying with the terms of the Offer, (ii) written instructions to such Shareholder’s broker, dealer, commercial bank, trust company or other nominee that such Subject Shares be tendered, including a reference to this Agreement, and requesting delivery of an “agent’s message” (or such other evidence, if any, of transfer as the depository for the Offer may reasonably request) and (iii) all other documents or instruments required to be delivered by all other Company shareholders tendering into the Offer pursuant to the terms of the Offer. Each Shareholder agrees that, once any of its Subject Shares are tendered, such Shareholder will not withdraw and will cause not to be withdrawn such Subject Shares from the Offer unless and until this Agreement shall have been validly terminated in accordance with Section 5.2; provided, that Shareholder may withdraw its Subject Shares in the event the then-current Expiration Date is extended in accordance with the Purchase Agreement for a period of more than five (5) Business Days so long as such Subject Shares are delivered no less than the later of (x) two (2) Business Days following Shareholders’ receipt of a new Buyer Notice and (y) five (5) Business Days prior to the Expiration Time.

(b) If the Offer is terminated or withdrawn by Buyer, or the Purchase Agreement is validly terminated prior to the Acceptance Time in accordance with its terms, Buyer shall promptly return, and shall cause the depository for the Offer to return, all tendered Shares to the registered holders of such tendered Shares (and in connection with the foregoing, Buyer shall direct the depository to promptly return such tendered Shares).

1.2 Voting of Subject Shares. Subject to the terms of this Agreement, each Shareholder hereby irrevocably and unconditionally agrees that, during the time this Agreement is in effect, at any annual or extraordinary general meeting of the shareholders of the Company, however called, including any adjournment or postponement thereof, and in connection with any action proposed to be taken by written consent of the shareholders of the Company, such Shareholder shall, in each case to the fullest extent that its Subject Shares are entitled to vote thereon: (a) appear at each such meeting or otherwise cause all such Subject Shares to be counted as present thereat for purposes of determining a quorum, and (b) be present (in person or by proxy) and vote (or cause to be voted), or deliver (or cause to be delivered) a written consent with respect to, all of its Subject Shares (i) in favor of any proposal recommended by the Company Board that is intended to facilitate the consummation of the Transactions, (ii) against

any action or agreement that would reasonably be expected to (A) result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Purchase Agreement or the Purchase Agreement Amendment, or of such Shareholder contained in this Agreement, or (B) result in any of the conditions set forth in Annex I of the Purchase Agreement not being satisfied on or before the End Date, and (iii) against any Alternative Acquisition Proposal (or any proposal relating to an Alternative Acquisition Proposal) and against any other proposed action, agreement or transaction involving the Company that would reasonably be expected, to impede, interfere with, delay, postpone, adversely affect or prevent the consummation of the Offer or the other Transactions, including (x) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company (other than the Offer or the other Transactions), (y) a sale, lease, license or transfer of a material amount of assets (including, for the avoidance of doubt, Company Intellectual Property Rights and capital stock of Subsidiaries of the Company) of the Company or any reorganization, recapitalization or liquidation of the Company or (z) any change in the present authorized capitalization of the Company or any amendment or other change to the Company Organizational Documents. Each Shareholder shall retain at all times the right to vote the Subject Shares in such

Shareholder's sole discretion, and without any other limitation, on any matters that are at any time or from time to time presented for consideration to the Company's shareholder generally.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS

Each Shareholder represents and warrants, severally and not jointly, to Buyer that:

2.1 **Authorization; Binding Agreement.** Such Shareholder is duly organized and validly existing in good standing under the Laws of the jurisdiction in which it is incorporated or constituted and the consummation of the transactions contemplated hereby are within such Shareholder's entity powers and have been duly authorized by all necessary entity actions on the part of such Shareholder, and such Shareholder has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by such Shareholder and, assuming the due authorization, execution and delivery of this Agreement by Buyer, constitutes a valid and binding obligation of such Shareholder enforceable against such Shareholder in accordance with its terms, subject to the Enforceability Exceptions.

2.2 **Non-Contravention.** Neither the execution and delivery of this Agreement by such Shareholder nor the consummation by such Shareholder of the transactions contemplated hereby nor compliance by such Shareholder with any provisions herein will (a) violate, contravene or conflict with, or result in a breach of any provision of, the certificate of incorporation or bylaws (or other similar governing documents) of such Shareholder, (b) require any consent, approval, authorization, declaration or permit of, action by, filing with or notification to, any Governmental Authority on the part of such Shareholder, except for the filing of such reports as may be required under Section 13(d) and Section 14(d) of the 1934 Act in connection with this Agreement and the transactions contemplated hereby, (c) violate, contravene or conflict with, or result in a breach of any provisions of, or require any consent, waiver or approval or result in a default or loss of a benefit (or give rise to any right of termination, cancellation, modification or acceleration or any event that, with the giving of

3

notice, the passage of time or otherwise, would constitute a default or give rise to any such right) under any of the terms, conditions or provisions of any Contract or other instrument or obligation to which such Shareholder is a party or by which such Shareholder or any of its Subject Shares are bound, (d) result (or, with the giving of notice, the passage of time or otherwise, would result) in the creation or imposition of any Share Lien (as defined below) of any kind on any asset of such Shareholder (other than one created by Buyer or otherwise pursuant to this Agreement) or (e) violate, contravene or conflict with any Law or Order applicable to such Shareholder or by which any of its Subject Shares are bound, except for any of the foregoing as could not reasonably be expected, either individually or in the aggregate, to materially impair, impede, delay or frustrate the ability of such Shareholder to perform such Shareholder's obligations hereunder on a timely basis.

2.3 **Ownership of Subject Shares; Total Shares.** Such Shareholder is the direct or indirect owner of all such Shareholder's Subject Shares, has the right to vote and tender or cause the voting or tendering of such Subject Shares as contemplated hereby, and has, directly or indirectly, good and marketable title to all such Subject Shares free and clear of any Liens, proxies, voting trusts or agreements, options or rights, understandings or arrangements inconsistent with this Agreement or the transactions contemplated hereby, or any other encumbrances or restrictions whatsoever on title, transfer or exercise of any rights of a shareholder in respect of such Subject Shares (collectively, "Share Liens"), except for any such Share Lien that may be imposed pursuant to (i) this Agreement, (ii) any applicable restrictions on transfer under the 1933 Act or any state securities Law, (iii) collateral and rehypothecation arrangements with prime brokers in margin accounts; and (iv) any Share Liens that could not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform fully its obligations hereunder with respect to the applicable Subject Shares on a timely basis (collectively, "Permitted Share Liens"). The Shares listed on Schedule A opposite such Shareholder's name constitute all of the Shares owned by such Shareholder as of the date hereof.

2.4 **Voting Power.** Other than as set forth in any Permitted Share Liens, such Shareholder has voting power with respect to all such Shareholder's Subject Shares, and power of disposition, power to issue instructions with respect to the matters set forth in Article I and Article IV, power to demand or waive any appraisal rights with respect to the Subject Shares and power to agree to all of the matters set forth in this Agreement, in each case with respect to all such Shareholder's Subject Shares.

2.5 **Reliance.** Such Shareholder understands and acknowledges that Buyer is entering into the Purchase Agreement Amendment in reliance upon such Shareholder's execution, delivery and performance of this Agreement.

2.6 **Absence of Litigation.** With respect to such Shareholder, as of the date hereof, there is no Action pending against, or, to the knowledge of such Shareholder, threatened against such Shareholder or any of such Shareholder's properties or assets (including any Subject Shares) before or by any Governmental Authority that would reasonably be expected to prevent, delay or impair the consummation by such Shareholder of the transactions contemplated by this Agreement or otherwise impair such Shareholder's ability to perform its obligations hereunder.

4

2.7 **Brokers.** No broker, finder, financial advisor, investment banker or other Person is entitled to any brokerage, finder's, financial advisor's or other similar fee or commission from the Buyer, the Company or any of their respective Affiliates in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of such Shareholder.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to the Shareholders that:

3.1 **Organization and Qualification.** Buyer is a duly organized and validly existing corporation in good standing under the Laws of the jurisdiction of its organization.

3.2 **Authority for this Agreement.** Buyer has all requisite entity power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Buyer has been duly and validly authorized by all necessary entity action on the part of Buyer, and no other entity proceedings on the part of Buyer are necessary to authorize this Agreement. This Agreement has been duly and validly executed and delivered by Buyer and, assuming the due authorization, execution and delivery thereof by each of the Shareholders, constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the Enforceability Exceptions.

ARTICLE IV ADDITIONAL COVENANTS OF THE SHAREHOLDERS AND BUYER

Each Shareholder hereby covenants and agrees that until the termination of this Agreement:

4.1 **No Transfer; No Inconsistent Arrangements.** Except as provided hereunder, during the time this Agreement is in effect, such Shareholder shall

not, directly or indirectly, (a) create or permit to exist any Share Lien, other than Permitted Share Liens, on any of such Shareholder's Subject Shares, (b) transfer, sell, assign gift or otherwise dispose of (including, for the avoidance of doubt, by depositing, submitting or otherwise tendering any such Subject Shares into any tender or exchange offer (other than the Offer)), (collectively, "Transfer"), any of such Shareholder's Subject Shares, (or consent to any of the foregoing); provided that any Shareholder shall be permitted to Transfer any Subject Shares to another Shareholder, so long as such Subject Shares continue to be Subject Shares hereunder, (c) enter into any pledging or hedging Contract, derivative arrangement, option or other Contract (including profit sharing agreement) that would prevent Shareholder from delivering the Subject Shares into the Offer or from voting the Subject Shares, in each case, in accordance herewith, (d) grant or permit the grant of any proxy, power-of-attorney or other authorization or consent in or with respect to any such Shareholder's Subject Shares, (e) deposit or permit the deposit of any of such Shareholder's Subject Shares into a voting trust or enter into a voting agreement or arrangement with respect to any of such Shareholder's Subject Shares or (f) take or permit any other action that would prevent the performance of such Shareholder's obligations hereunder or otherwise make any representation or warranty of such Shareholder herein untrue or incorrect.

5

Any action taken in violation of the foregoing sentence shall be null and void *ab initio*; provided that the Transfer restrictions set forth in Section 4.1(b) shall terminate as of 11:59 p.m. (New York City time) on April 25, 2018 (the "Transfer Restriction Cut-Off Time"); it being understood that all Subject Shares not Transferred in accordance with this Agreement after the Transfer Restriction Cut-Off Time shall continue to be subject to all of the restrictions applicable to Subject Shares set forth in this Agreement, including under Article I and this Section 4.1, except for the restrictions set forth in Section 4.1(b). If any involuntary Transfer of any of such Shareholder's Subject Shares shall occur (including a sale by such Shareholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Subject Shares subject to all of the restrictions, obligations, liabilities and rights under this Agreement, which shall continue in full force and effect until valid termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, until the termination of this Agreement, such Shareholder shall not, directly or indirectly, accept any tender offer or exchange offer that constitutes an Alternative Acquisition Proposal and shall not tender any Subject Shares in any such tender offer or exchange offer. Nothing in this Agreement shall prohibit any pledging or hedging or entering into any Contract, derivative arrangement, option or other Contract (including profit sharing agreement) that will not prevent Shareholder from delivering the Subject Shares into the Offer or from voting the Subject Shares, in each case, in accordance herewith. Notwithstanding the foregoing, such Stockholder may make Transfers of its Subject Shares as Buyer may agree in writing in its sole discretion.

4.2 **Documentation and Information.** Such Shareholder shall not, and shall cause its Affiliates and its and their respective directors, officers and employees not to, and such Shareholder shall, and shall cause its Affiliates to, use their reasonable best efforts to cause its and their respective Representatives not to, make any press release, public announcement or other communication to any Third Party regarding this Agreement and the transactions contemplated hereby or the Purchase Agreement and the Transactions without the prior written consent of Buyer, except (a) as such Shareholder reasonably determines (based on the advice of its legal counsel, which may be in-house counsel) is required to be disclosed by applicable Law (provided that reasonable notice of any such disclosure will be provided to Buyer to the extent legally permissible and reasonably practicable), including any filings with the SEC pursuant to the 1934 Act, or (b) for any such announcement that is supportive of the Transactions and not inconsistent with any press release issued by Buyer or the Company in connection with or relating to the Purchase Agreement Amendment, the Offer and the Transactions. Such Shareholder (i) consents to and authorizes the publication and disclosure by Buyer of such Shareholder's identity and holdings of Subject Shares, the nature of such Shareholder's commitments, arrangements and understandings under this Agreement (including, for the avoidance of doubt, the disclosure of this Agreement) and any other information that Buyer reasonably determines upon the advice of counsel is required to be disclosed by applicable Law in any press release, the Offer Documents (in each case, including all schedules and documents filed with the SEC) or any other disclosure document in connection with the Offer, the Post-Offer Reorganization and the other Transactions (provided that notice of any such disclosure will be provided to such Shareholder to the extent reasonably practicable, the Shareholder will have a reasonable opportunity to provide comments on such disclosure, and Buyer shall incorporate any reasonable comments to the portions of any such disclosure that make reference to Shareholder's

6

identity and holdings as may be provided by such Shareholder), (ii) agrees to promptly give to Buyer and the Company any information in their reasonable possession or control they may reasonably require for the preparation of any such disclosure documents and (iii) agrees to promptly notify Buyer of any required corrections reasonably known to such Shareholder with respect to any information supplied by such Shareholder specifically for use in any such disclosure document, if and to the extent that any Shareholder reasonably knows such information shall have become false or misleading in any material respect. Buyer agrees to promptly give to such Shareholder any information regarding Buyer that such Shareholder reasonably requires for the preparation of any documents that such Shareholder is required to file with the SEC in connection with the transactions contemplated hereby, including the filing of any Schedule 13D, Schedule 14D-9 or amendments thereto.

4.3 **Adjustments.** In the event of a stock split, stock dividend or distribution, or any change in the Shares by reason of a stock split, reverse stock split, recapitalization, combination, reclassification, readjustment, exchange of shares or the like, the term "Subject Shares" shall be deemed to refer to and include such shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in the transaction.

4.4 **Waiver of Appraisal Rights.** Such Shareholder hereby agrees to, and shall cause its Affiliates to, waive and not exercise any rights of appraisal, any dissenters' rights or any similar rights relating to the Post-Offer Reorganization or any of the other Transactions that such Shareholder or any of its Affiliates may have by virtue of, or with respect to, any Subject Shares.

4.5 **No Solicitation.** Such Shareholder shall not, and shall cause its Affiliates and its and their respective directors, officers and employees not to, and such Shareholder shall, and shall cause its Affiliates to, use their reasonable best efforts to cause its and their respective Representatives not to, and shall not publicly announce any intention to, directly or indirectly (a) solicit, initiate or knowingly facilitate, knowingly induce or encourage (including by providing information, cooperation or assistance) any inquiries or the making of any proposal or offer that constitutes or would reasonably be expected to lead to an Alternative Acquisition Proposal, (b) other than informing Persons of the provisions contained in this Section 4.5, enter into, continue or otherwise participate in any discussions or negotiations regarding any Alternative Acquisition Proposal or (c) execute or enter into any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement or other Contract (whether or not binding) with respect to an Alternative Acquisition Proposal. Such Shareholder shall, and shall cause each of its Affiliates and its and their respective directors, officers and employees to, and shall direct each of the Representatives of the Company and its Affiliates to, immediately cease and cause to be terminated any and all existing discussions or negotiations with any Person conducted prior to the date of this Agreement. Such Shareholder shall as promptly as practicable (and in any event within twenty-four (24) hours) notify Buyer of any Alternative Acquisition Proposal, or any request for information or inquiry that such Shareholder reasonably believes could lead to or contemplates an Alternative Acquisition Proposal, which notification shall include (i) a copy of the applicable written Alternative Acquisition Proposal, request or inquiry (or, if oral, the material terms and conditions of such Alternative Acquisition Proposal, request or inquiry)

7

(including in each case any subsequent material amendments or other material modifications thereto) and (ii) the identity of the third party making such Alternative Acquisition Proposal, request or inquiry.

4.6 **Notice of Certain Events.** Such Shareholder shall notify Buyer of any development occurring after the date hereof that causes, or that would reasonably be expected to cause, any material breach of any of the representations and warranties of such Shareholder set forth in Article II. Such Shareholder shall promptly notify Buyer of the number of any new Subject Shares acquired by such Shareholder, if any, after the date hereof; it being understood that any such shares shall be subject to the terms of this Agreement as though owned by such Shareholder on the date hereof. Buyer shall notify such Shareholder of any development occurring after the date hereof that causes, or that would reasonably be expected to cause, any breach of any of the representations and warranties of Buyer set forth in Article III.

4.7 **Certain Other Agreements.** During the period from the date of this Agreement through the Closing Date, Buyer shall not, and shall cause Parent not to, enter into any additional, or modify (including by amendment, waiver or termination) any existing, agreements concerning the matters set forth herein with any existing or future shareholder in the Company that have the effect of establishing rights or otherwise benefiting such shareholder with respect to the matters set forth herein in a manner more favorable in any material respect than the rights and benefits established in favor of Shareholder under this Agreement, unless, in any such case, Buyer has agreed to amend this Agreement to provide Shareholder with such rights and benefits.

ARTICLE V MISCELLANEOUS

5.1 **Notices.** All notices, consents, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) on the date of delivery if delivered personally or sent via electronic mail, (b) on the first (1st) Business Day following the date of dispatch if sent by a nationally recognized overnight courier (providing proof of delivery) or (c) on the third (3rd) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid; provided that the notice or other communication is sent to the address or email address set forth (i) if to Buyer, to the address or email address set forth in Section 9.01 of the Purchase Agreement and (ii) if to the Shareholder, to the Shareholder's address or email address set forth on a signature page hereto, or to such other address or email address as such party may hereafter specify for the purpose by notice to each other party hereto.

5.2 **Termination.** This Agreement shall terminate automatically, without any notice or other action by any Person, upon the first to occur of (a) the termination of the Purchase Agreement in accordance with its terms, (b) the consummation all of the Transactions, (c) upon mutual written consent of the parties to terminate this Agreement, (d) the date of any modification, waiver or amendment to the Purchase Agreement in a manner that decreases the Offer Consideration, changes the form of the Offer Consideration or otherwise would be adverse to Shareholders with respect to timing or certainty of the Closing or (e) upon any material breach of the terms of this Agreement by Buyer. Upon termination of this Agreement, no party shall have any further obligations or liabilities under this Agreement; provided, however, that

8

(w) nothing set forth in this Section 5.2 shall relieve any party from liability for any breach of this Agreement prior to termination hereof, (x) the provisions of this Article V shall survive any termination of this Agreement and (y) the provisions of Section 4.4 shall survive any termination of this Agreement in the event the Transactions have been consummated.

5.3 **Amendment; Waiver; Third Party Beneficiary.** This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties. Any agreement on the part of a party to any extension or waiver with respect to this Agreement shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights. The parties hereto expressly agree that the Company shall be a third party beneficiary of this Agreement and shall be entitled to enforce any power, right, privilege or remedy of Buyer hereunder.

5.4 **Expenses.** All fees and expenses incurred in connection herewith and the transactions contemplated hereby shall be paid by the party incurring such fees and expenses, whether or not the Offer or the other Transactions are consummated.

5.5 **Entire Agreement.** This Agreement, together with Schedule A, and the other documents and certificates delivered pursuant hereto, constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to, the subject matter of this Agreement.

5.6 **Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties, except that Buyer may assign, in its sole discretion, any of or all its rights, interests and obligations under this Agreement to any one or more direct or indirect wholly owned Subsidiaries or Affiliates controlled by Parent, but no such assignment shall relieve Buyer of any of its obligations under this Agreement. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

5.7 **Specific Enforcement; Jurisdiction.** (a) The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached, and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions, or any other appropriate form of equitable relief, to prevent breaches of this Agreement and to enforce specifically the performance of the terms and provisions of this Agreement in any court referred to in Section 5.7(b), without the necessity of proving the inadequacy of money damages as a remedy (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties acknowledges and agrees that the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without such right, none of the parties would have entered into this Agreement.

9

(b) Each of the parties hereto hereby (a) irrevocably and unconditionally submits to the personal jurisdiction of the Chosen Courts, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such Chosen Court, (c) agrees that any Actions arising in connection with or relating to this Agreement or the transactions contemplated hereby shall be brought, tried and determined only in the Chosen Courts, (d) waives any claim of improper venue or any claim that the Chosen Courts are an inconvenient forum and (e) agrees that it will not bring any Action relating to this Agreement or the Transactions in any court other than the Chosen Courts. Each of the parties hereto hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby: (i) any claim that such party is not personally subject to the jurisdiction of the Chosen Courts as described herein for any reason; (ii) that it or its property is exempt or immune from jurisdiction of any such Chosen Court or from any legal process commenced in such courts (whether through service of process, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (iii) that (A) the Action in any such court is brought in an inconvenient forum, (B) the venue of such Action is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such Chosen Courts.

5.8 **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF OR THEREOF. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED,

EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF AN ACTION, (B) SUCH PARTY HAS CONSIDERED AND UNDERSTANDS THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.8

5.9 **Governing Law.** This Agreement, and any Action arising out of or relating to this Agreement or the transactions contemplated by this Agreement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles thereof.

5.10 **Parties in Interest.** This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

10

5.11 **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party.

5.12 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Delivery of an executed counterpart of a signature page of this Agreement by portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

5.13 **Interpretation.** When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes", or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The meanings assigned to each term defined herein shall be equally applicable to both the singular and plural forms of such term, and words denoting any gender shall include all genders. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

5.14 **Further Assurances.** Buyer and each Shareholder will execute and deliver, or cause to be executed and delivered, all further documents and instruments and use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and regulations, to perform their obligations under this Agreement.

[remainder of page intentionally left blank]

11

IN WITNESS WHEREOF, the parties are executing this Agreement as of the date first written above.

QUALCOMM RIVER HOLDINGS B.V.

By: /s/ Edwin Denekamp
Name: Edwin Denekamp
Title: Managing Director A

[Signature Page to Tender and Support Agreement — Pentwater]

QUALCOMM RIVER HOLDINGS B.V.

By: /s/ Adam Schwenker
Name: Adam Schwenker
Title: Managing Director B

PENTWATER CAPITAL MANAGEMENT LP

By: /s/ Matthew Halbower
Name: Matthew Halbower
Title: Chief Executive Officer

614 Davis Street
Evanston, IL 60201
Attention: Matthew Halbower
Email: mhalbower@pwc.com

Acting as investment advisor to:
PWCM Master Fund Ltd.
Pentwater Equity Opportunities Master Fund Ltd.
Pentwater Merger Arbitrage Master Fund Ltd.
Oceana Master Fund Ltd.
LMA SPC for and on behalf of the MAP98
Segregated Portfolio
Crown/PW Segregated Portfolio

[Signature Page to Tender and Support Agreement — Pentwater]

Schedule A

Name of Shareholder	Number of Shares
PWCM Master Fund Ltd.	5,258,544
Pentwater Equity Opportunities Master Fund Ltd.	1,157,854
Pentwater Merger Arbitrage Master Fund Ltd.	3,044,633
Oceana Master Fund Ltd.	976,894
LMA SPC for and on behalf of the MAP98 Segregated Portfolio	616,023
Crown/PW Segregated Portfolio	127,052

TENDER AND SUPPORT AGREEMENT

This TENDER AND SUPPORT AGREEMENT (this “Agreement”), dated as of February 20, 2018, is entered into by and among QUALCOMM RIVER HOLDINGS B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the Laws of The Netherlands (“Buyer”), and the undersigned shareholders of NXP SEMICONDUCTORS N.V., a public limited liability company (*naamloze vennootschap*) organized under the Laws of The Netherlands (the “Company”) set forth on Schedule A hereto (each, a “Shareholder”). All terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Purchase Agreement and the Purchase Agreement Amendment (each as defined below), in each case as of the date hereof.

WHEREAS, as of the date hereof, each Shareholder is the owner of the number of Shares set forth opposite the Shareholder’s name on Schedule A (all such Shares set forth on Schedule A next to the Shareholder’s name, together with any Shares that are hereafter issued to or that ownership of is otherwise directly or indirectly acquired by the Shareholder prior to the termination of this Agreement, including for the avoidance of doubt any Shares acquired by the Shareholder upon the conversion of any securities convertible into Shares after the date hereof, (but excluding, for the avoidance of doubt, any Shares that may be deemed to be beneficially owned because they are the subject of an option or other derivatives contract, but are not capable of being voted or tendered by Shareholder) being referred to herein as the “Subject Shares”);

WHEREAS, Buyer and the Company previously entered into the Purchase Agreement, dated as of October 27, 2016 (as amended, restated, supplemented or otherwise modified in accordance with the terms thereof, the “Purchase Agreement”), pursuant to which, among other things, (a) Buyer has commenced a tender offer to purchase any and all of the outstanding Shares and (b) following the closing of the Subsequent Offering Period (as it may be extended by the Minority Exit Offering Period), it is Buyer’s intent to effectuate, and to cause the Company to effectuate, the Post-Offer Reorganization, in each case, upon the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, concurrent with the execution of this Agreement, Buyer and the Company are entering into an amendment to the Purchase Agreement (the “Purchase Agreement Amendment”), a copy of which has been previously provided to Shareholder, so as to, among other things, increase the Offer Consideration from \$110.00 per Share in cash to \$127.50 per Share in cash; and

WHEREAS, as a condition to its willingness to enter into the Purchase Agreement Amendment, and as an inducement and consideration for Buyer to enter into the Purchase Agreement Amendment, each Shareholder has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I AGREEMENT TO TENDER AND VOTE

1.1 Agreement to Tender.

(a) Subject to the terms of this Agreement, each Shareholder agrees to tender or cause to be tendered in the Offer all of its Subject Shares pursuant to and in accordance with the terms of the Offer, free and clear of all Share Liens (as defined below) except for Permitted Share Liens. Without limiting the generality of the foregoing, but subject to the terms of this Agreement, no later than the later of (I) two (2) Business Days following Shareholders’ receipt of written notice from Buyer (a “Buyer Notice”) that (x) all Offer Conditions, other than the Minimum Condition and those conditions that by their nature are to be satisfied in connection with the Closing, have been satisfied and (y) it is Buyer’s expectation to cause the Acceptance Time to occur promptly following the then-current Expiration Time and (II) five (5) Business Days prior to the Expiration Time, each Shareholder shall deliver or cause to be delivered to the depository designated in the Offer pursuant to the terms of the Offer (i) a letter of transmittal with respect to all of such Shareholder’s Subject Shares complying with the terms of the Offer, (ii) written instructions to such Shareholder’s broker, dealer, commercial bank, trust company or other nominee that such Subject Shares be tendered, including a reference to this Agreement, and requesting delivery of an “agent’s message” (or such other evidence, if any, of transfer as the depository for the Offer may reasonably request) and (iii) all other documents or instruments required to be delivered by all other Company shareholders tendering into the Offer pursuant to the terms of the Offer. Each Shareholder agrees that, once any of its Subject Shares are tendered, such Shareholder will not withdraw and will cause not to be withdrawn such Subject Shares from the Offer unless and until this Agreement shall have been validly terminated in accordance with Section 5.2; provided, that Shareholder may withdraw its Subject Shares in the event the then-current Expiration Date is extended in accordance with the Purchase Agreement for a period of more than five (5) Business Days so long as such Subject Shares are delivered no less than the later of (x) two (2) Business Days following Shareholders’ receipt of a new Buyer Notice and (y) five (5) Business Days prior to the Expiration Time.

(b) If the Offer is terminated or withdrawn by Buyer, or the Purchase Agreement is validly terminated prior to the Acceptance Time in accordance with its terms, Buyer shall promptly return, and shall cause the depository for the Offer to return, all tendered Shares to the registered holders of such tendered Shares (and in connection with the foregoing, Buyer shall direct the depository to promptly return such tendered Shares).

1.2 Voting of Subject Shares. Subject to the terms of this Agreement, each Shareholder hereby irrevocably and unconditionally agrees that, during the time this Agreement is in effect, at any annual or extraordinary general meeting of the shareholders of the Company, however called, including any adjournment or postponement thereof, and in connection with any action proposed to be taken by written consent of the shareholders of the Company, such Shareholder shall, in each case to the fullest extent that its Subject Shares are entitled to vote thereon: (a) appear at each such meeting or otherwise cause all such Subject Shares to be counted as present thereat for purposes of determining a quorum, and (b) be present (in person or by proxy) and vote (or cause to be voted), or deliver (or cause to be delivered) a written consent with respect to, all of its Subject Shares (i) in favor of any proposal recommended by the Company Board that is intended to facilitate the consummation of the Transactions, (ii) against

any action or agreement that would reasonably be expected to (A) result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Purchase Agreement or the Purchase Agreement Amendment, or of such Shareholder contained in this Agreement, or (B) result in any of the conditions set forth in Annex I of the Purchase Agreement not being satisfied on or before the End Date, and (iii) against any Alternative Acquisition Proposal (or any proposal relating to an Alternative Acquisition Proposal) and against any other proposed action, agreement or transaction involving the Company that would reasonably be expected, to impede, interfere with, delay, postpone, adversely affect or prevent the consummation of the Offer or the other Transactions, including (x) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company (other than the Offer or the other Transactions), (y) a sale, lease, license or transfer of a material amount of assets (including, for the avoidance of doubt, Company Intellectual Property Rights and capital stock of Subsidiaries of the Company) of the Company or any reorganization, recapitalization or liquidation of the Company or (z) any change in the present authorized capitalization of the Company or any amendment or other change to the Company Organizational Documents. Each Shareholder shall retain at all times the right to vote the Subject Shares in such Shareholder’s sole discretion, and without any other limitation, on any matters that are at any time or from time to time presented for consideration to the Company’s shareholder generally.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS**

Each Shareholder represents and warrants, severally and not jointly, to Buyer that:

2.1 **Authorization; Binding Agreement.** Such Shareholder is duly organized and validly existing in good standing under the Laws of the jurisdiction in which it is incorporated or constituted and the consummation of the transactions contemplated hereby are within such Shareholder's entity powers and have been duly authorized by all necessary entity actions on the part of such Shareholder, and such Shareholder has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by such Shareholder and, assuming the due authorization, execution and delivery of this Agreement by Buyer, constitutes a valid and binding obligation of such Shareholder enforceable against such Shareholder in accordance with its terms, subject to the Enforceability Exceptions.

2.2 **Non-Contravention.** Neither the execution and delivery of this Agreement by such Shareholder nor the consummation by such Shareholder of the transactions contemplated hereby nor compliance by such Shareholder with any provisions herein will (a) violate, contravene or conflict with, or result in a breach of any provision of, the certificate of incorporation or bylaws (or other similar governing documents) of such Shareholder, (b) require any consent, approval, authorization, declaration or permit of, action by, filing with or notification to, any Governmental Authority on the part of such Shareholder, except for the filing of such reports as may be required under Section 13(d) and Section 14(d) of the 1934 Act in connection with this Agreement and the transactions contemplated hereby, (c) violate, contravene or conflict with, or result in a breach of any provisions of, or require any consent, waiver or approval or result in a default or loss of a benefit (or give rise to any right of termination, cancellation, modification or acceleration or any event that, with the giving of

3

notice, the passage of time or otherwise, would constitute a default or give rise to any such right) under any of the terms, conditions or provisions of any Contract or other instrument or obligation to which such Shareholder is a party or by which such Shareholder or any of its Subject Shares are bound, (d) result (or, with the giving of notice, the passage of time or otherwise, would result) in the creation or imposition of any Share Lien (as defined below) of any kind on any asset of such Shareholder (other than one created by Buyer or otherwise pursuant to this Agreement) or (e) violate, contravene or conflict with any Law or Order applicable to such Shareholder or by which any of its Subject Shares are bound, except for any of the foregoing as could not reasonably be expected, either individually or in the aggregate, to materially impair, impede, delay or frustrate the ability of such Shareholder to perform such Shareholder's obligations hereunder on a timely basis.

2.3 **Ownership of Subject Shares; Total Shares.** Such Shareholder is the direct or indirect owner of all such Shareholder's Subject Shares, such Shareholder (or its investment manager, on behalf of such Shareholder) has the right to vote and tender or cause the voting or tendering of such Subject Shares as contemplated hereby, and has, directly or indirectly, good and marketable title to all such Subject Shares free and clear of any Liens, proxies, voting trusts or agreements, options or rights, understandings or arrangements inconsistent with this Agreement or the transactions contemplated hereby, or any other encumbrances or restrictions whatsoever on title, transfer or exercise of any rights of a shareholder in respect of such Subject Shares (collectively, "Share Liens"), except for any such Share Lien that may be imposed pursuant to (i) this Agreement, (ii) any applicable restrictions on transfer under the 1933 Act or any state securities Law, (iii) collateral and rehypothecation arrangements with prime brokers in margin accounts; and (iv) any Share Liens that could not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform fully its obligations hereunder with respect to the applicable Subject Shares on a timely basis (collectively, "Permitted Share Liens"). The Shares listed on Schedule A opposite such Shareholder's name constitute all of the Shares owned by such Shareholder as of the date hereof, and such Shareholder and its Affiliates do not own any rights to acquire Shares or any securities convertible into or exchangeable for Shares.

2.4 **Voting Power.** Such Shareholder (or its investment manager, on behalf of such Shareholder) has voting power with respect to all such Shareholder's Subject Shares, and power of disposition, power to issue instructions with respect to the matters set forth in Article I and Article IV, power to demand or waive any appraisal rights with respect to the Subject Shares and power to agree to all of the matters set forth in this Agreement, in each case with respect to all such Shareholder's Subject Shares.

2.5 **Reliance.** Such Shareholder understands and acknowledges that Buyer is entering into the Purchase Agreement Amendment in reliance upon such Shareholder's execution, delivery and performance of this Agreement.

2.6 **Absence of Litigation.** With respect to such Shareholder, as of the date hereof, there is no Action pending against, or, to the knowledge of such Shareholder, threatened against such Shareholder or any of such Shareholder's properties or assets (including any Subject Shares) before or by any Governmental Authority that would reasonably be expected to prevent, delay or impair the consummation by such Shareholder of the transactions contemplated by this Agreement or otherwise impair such Shareholder's ability to perform its obligations hereunder.

4

2.7 **Brokers.** No broker, finder, financial advisor, investment banker or other Person is entitled to any brokerage, finder's, financial advisor's or other similar fee or commission from the Buyer, the Company or any of their respective Affiliates in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of such Shareholder.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to the Shareholders that:

3.1 **Organization and Qualification.** Buyer is a duly organized and validly existing corporation in good standing under the Laws of the jurisdiction of its organization.

3.2 **Authority for this Agreement.** Buyer has all requisite entity power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Buyer has been duly and validly authorized by all necessary entity action on the part of Buyer, and no other entity proceedings on the part of Buyer are necessary to authorize this Agreement. This Agreement has been duly and validly executed and delivered by Buyer and, assuming the due authorization, execution and delivery thereof by each of the Shareholders, constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the Enforceability Exceptions.

**ARTICLE IV
ADDITIONAL COVENANTS OF THE SHAREHOLDERS AND BUYER**

Each Shareholder hereby covenants and agrees that until the termination of this Agreement:

4.1 **No Transfer; No Inconsistent Arrangements.** Except as provided hereunder (including the last sentence of this Section 4.1), during the time this

Agreement is in effect, such Shareholder shall not, directly or indirectly, (a) create or permit to exist any Share Lien, other than Permitted Share Liens, on any of such Shareholder's Subject Shares, (b) transfer, sell, assign gift or otherwise dispose of (including, for the avoidance of doubt, by depositing, submitting or otherwise tendering any such Subject Shares into any tender or exchange offer (other than the Offer)), (collectively, "Transfer"), any of such Shareholder's Subject Shares, (or consent to any of the foregoing); provided that either Shareholder shall be permitted to Transfer any Subject Shares to the other Shareholder, so long as such Subject Shares continue to be Subject Shares hereunder, (c) enter into any pledging or hedging Contract, derivative arrangement, option or other Contract (including profit sharing agreement) that would prevent Shareholder from delivering the Subject Shares into the Offer or from voting the Subject Shares, in each case, in accordance herewith, (d) grant or permit the grant of any proxy, power-of-attorney or other authorization or consent in or with respect to any such Shareholder's Subject Shares, (e) deposit or permit the deposit of any of such Shareholder's Subject Shares into a voting trust or enter into a voting agreement or arrangement with respect to any of such Shareholder's Subject Shares or (f) take or permit any other action that would prevent the performance of such Shareholder's obligations hereunder or otherwise make any representation

5

or warranty of such Shareholder herein untrue or incorrect. Any action taken in violation of the foregoing sentence shall be null and void *ab initio*; provided that the Transfer restrictions set forth in Section 4.1(b) shall terminate as of 11:59 p.m. (New York City time) on April 25, 2018 (the "Transfer Restriction Cut-Off Time"); it being understood that all Subject Shares not Transferred in accordance with this Agreement after the Transfer Restriction Cut-Off Time shall continue to be subject to all of the restrictions applicable to Subject Shares set forth in this Agreement, including under Article I and this Section 4.1, except for the restrictions set forth in Section 4.1(b). If any involuntary Transfer of any of such Shareholder's Subject Shares shall occur (including a sale by such Shareholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Subject Shares subject to all of the restrictions, obligations, liabilities and rights under this Agreement, which shall continue in full force and effect until valid termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, until the termination of this Agreement, such Shareholder shall not, directly or indirectly, accept any tender offer or exchange offer that constitutes an Alternative Acquisition Proposal and shall not tender any Subject Shares in any such tender offer or exchange offer. Nothing in this Agreement shall prohibit any pledging or hedging or entering into any Contract, derivative arrangement, option or other Contract (including profit sharing agreement) that will not prevent Shareholder from delivering the Subject Shares into the Offer or from voting the Subject Shares, in each case, in accordance herewith. Notwithstanding the foregoing, such Stockholder may make Transfers of its Subject Shares as Buyer may agree in writing in its sole discretion.

4.2 **Documentation and Information.** Such Shareholder shall not, and shall cause its Affiliates and its and their respective directors, officers and employees not to, and such Shareholder shall, and shall cause its Affiliates to, use their reasonable best efforts to cause its and their respective Representatives not to, make any press release, public announcement or other communication to any Third Party regarding this Agreement and the transactions contemplated hereby or the Purchase Agreement and the Transactions without the prior written consent of Buyer, except (a) as such Shareholder reasonably determines (based on the advice of its legal counsel, which may be in-house counsel) is required to be disclosed by applicable Law (provided that reasonable notice of any such disclosure will be provided to Buyer to the extent legally permissible and reasonably practicable), including any filings with the SEC pursuant to the 1934 Act, or (b) for any such announcement that is supportive of the Transactions and not inconsistent with any press release issued by Buyer or the Company in connection with or relating to the Purchase Agreement Amendment, the Offer and the Transactions. Such Shareholder (i) consents to and authorizes the publication and disclosure by Buyer of such Shareholder's identity and holdings of Subject Shares, the nature of such Shareholder's commitments, arrangements and understandings under this Agreement (including, for the avoidance of doubt, the disclosure of this Agreement) and any other information that Buyer reasonably determines upon the advice of counsel is required to be disclosed by applicable Law in any press release, the Offer Documents (in each case, including all schedules and documents filed with the SEC) or any other disclosure document in connection with the Offer, the Post-Offer Reorganization and the other Transactions (provided that notice of any such disclosure will be provided to such Shareholder to the extent reasonably practicable, the Shareholder will have a reasonable opportunity to provide comments on such disclosure, and Buyer shall incorporate any reasonable comments to the portions of any such disclosure that make reference to Shareholder's

6

identity and holdings as may be provided by such Shareholder), (ii) agrees to promptly give to Buyer and the Company any information in their reasonable possession or control they may reasonably require for the preparation of any such disclosure documents and (iii) agrees to promptly notify Buyer of any required corrections reasonably known to such Shareholder with respect to any information supplied by such Shareholder specifically for use in any such disclosure document, if and to the extent that any Shareholder reasonably knows such information shall have become false or misleading in any material respect. Buyer agrees to promptly give to such Shareholder any information regarding Buyer that such Shareholder reasonably requires for the preparation of any documents that such Shareholder is required to file with the SEC in connection with the transactions contemplated hereby, including the filing of any Schedule 13D, Schedule 14D-9 or amendments thereto.

4.3 **Adjustments.** In the event of a stock split, stock dividend or distribution, or any change in the Shares by reason of a stock split, reverse stock split, recapitalization, combination, reclassification, readjustment, exchange of shares or the like, the term "Subject Shares" shall be deemed to refer to and include such shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in the transaction.

4.4 **Waiver of Appraisal Rights.** Such Shareholder hereby agrees to, and shall cause its Affiliates to, waive and not exercise any rights of appraisal, any dissenters' rights or any similar rights relating to the Post-Offer Reorganization or any of the other Transactions that such Shareholder or any of its Affiliates may have by virtue of, or with respect to, any Subject Shares.

4.5 **No Solicitation.** Such Shareholder shall not, and shall cause its Affiliates and its and their respective directors, officers and employees not to, and such Shareholder shall, and shall cause its Affiliates to, use their reasonable best efforts to cause its and their respective Representatives not to, and shall not publicly announce any intention to, directly or indirectly (a) solicit, initiate or knowingly facilitate, knowingly induce or encourage (including by providing information, cooperation or assistance) any inquiries or the making of any proposal or offer that constitutes or would reasonably be expected to lead to an Alternative Acquisition Proposal, (b) other than informing Persons of the provisions contained in this Section 4.5, enter into, continue or otherwise participate in any discussions or negotiations regarding any Alternative Acquisition Proposal or (c) execute or enter into any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement or other Contract (whether or not binding) with respect to an Alternative Acquisition Proposal. Such Shareholder shall, and shall cause each of its Affiliates and its and their respective directors, officers and employees to, and shall direct each of the Representatives of the Company and its Affiliates to, immediately cease and cause to be terminated any and all existing discussions or negotiations with any Person conducted prior to the date of this Agreement. Such Shareholder shall as promptly as practicable (and in any event within twenty-four (24) hours) notify Buyer of any Alternative Acquisition Proposal, or any request for information or inquiry that such Shareholder reasonably believes could lead to or contemplates an Alternative Acquisition Proposal, which notification shall include (i) a copy of the applicable written Alternative Acquisition Proposal, request or inquiry (or, if oral, the material terms and conditions of such Alternative Acquisition Proposal, request or inquiry)

7

(including in each case any subsequent material amendments or other material modifications thereto) and (ii) the identity of the third party making such Alternative Acquisition Proposal, request or inquiry.

4.6 **Notice of Certain Events.** Such Shareholder shall notify Buyer of any development occurring after the date hereof that causes, or that would reasonably be expected to cause, any material breach of any of the representations and warranties of such Shareholder set forth in Article II. Such Shareholder shall promptly notify Buyer of the number of any new Subject Shares acquired by such Shareholder, if any, after the date hereof; it being understood that any such shares shall be subject to the terms of this Agreement as though owned by such Shareholder on the date hereof. Buyer shall notify such Shareholder of any development occurring after the date hereof that causes, or that would reasonably be expected to cause, any breach of any of the representations and warranties of Buyer set forth in Article III.

4.7 **Certain Other Agreements.** During the period from the date of this Agreement through the Closing Date, Buyer shall not, and shall cause Parent not to, enter into any additional, or modify (including by amendment, waiver or termination) any existing, agreements concerning the matters set forth herein with any existing or future shareholder in the Company that have the effect of establishing rights or otherwise benefiting such shareholder with respect to the matters set forth herein in a manner more favorable in any material respect than the rights and benefits established in favor of Shareholder under this Agreement, unless, in any such case, Buyer has agreed to amend this Agreement to provide Shareholder with such rights and benefits.

ARTICLE V MISCELLANEOUS

5.1 **Notices.** All notices, consents, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) on the date of delivery if delivered personally or sent via electronic mail, (b) on the first (1st) Business Day following the date of dispatch if sent by a nationally recognized overnight courier (providing proof of delivery) or (c) on the third (3rd) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid; provided that the notice or other communication is sent to the address or email address set forth (i) if to Buyer, to the address or email address set forth in Section 9.01 of the Purchase Agreement and (ii) if to the Shareholder, to the Shareholder's address or email address set forth on a signature page hereto, or to such other address or email address as such party may hereafter specify for the purpose by notice to each other party hereto.

5.2 **Termination.** This Agreement shall terminate automatically, without any notice or other action by any Person, upon the first to occur of (a) the termination of the Purchase Agreement in accordance with its terms, (b) the consummation all of the Transactions, (c) upon mutual written consent of the parties to terminate this Agreement, (d) the date of any modification, waiver or amendment to the Purchase Agreement in a manner that decreases the Offer Consideration, changes the form of the Offer Consideration or otherwise would be adverse to Shareholders with respect to timing or certainty of the Closing or (e) upon any material breach of the terms of this Agreement by Buyer. Upon termination of this Agreement, no party shall have any further obligations or liabilities under this Agreement; provided, however, that

8

(w) nothing set forth in this Section 5.2 shall relieve any party from liability for any breach of this Agreement prior to termination hereof, (x) the provisions of this Article V shall survive any termination of this Agreement and (y) the provisions of Section 4.4 shall survive any termination of this Agreement in the event the Transactions have been consummated.

5.3 **Amendment; Waiver; Third Party Beneficiary.** This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties. Any agreement on the part of a party to any extension or waiver with respect to this Agreement shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights. The parties hereto expressly agree that the Company shall be a third party beneficiary of this Agreement and shall be entitled to enforce any power, right, privilege or remedy of Buyer hereunder.

5.4 **Expenses.** All fees and expenses incurred in connection herewith and the transactions contemplated hereby shall be paid by the party incurring such fees and expenses, whether or not the Offer or the other Transactions are consummated.

5.5 **Entire Agreement.** This Agreement, together with Schedule A, and the other documents and certificates delivered pursuant hereto, constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to, the subject matter of this Agreement.

5.6 **Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties, except that Buyer may assign, in its sole discretion, any of or all its rights, interests and obligations under this Agreement to any one or more direct or indirect wholly owned Subsidiaries or Affiliates controlled by Parent, but no such assignment shall relieve Buyer of any of its obligations under this Agreement. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

5.7 **Specific Enforcement; Jurisdiction.** (a) The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached, and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions, or any other appropriate form of equitable relief, to prevent breaches of this Agreement and to enforce specifically the performance of the terms and provisions of this Agreement in any court referred to in Section 5.7(b), without the necessity of proving the inadequacy of money damages as a remedy (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties acknowledges and agrees that the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without such right, none of the parties would have entered into this Agreement.

9

(b) Each of the parties hereto hereby (a) irrevocably and unconditionally submits to the personal jurisdiction of the Chosen Courts, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such Chosen Court, (c) agrees that any Actions arising in connection with or relating to this Agreement or the transactions contemplated hereby shall be brought, tried and determined only in the Chosen Courts, (d) waives any claim of improper venue or any claim that the Chosen Courts are an inconvenient forum and (e) agrees that it will not bring any Action relating to this Agreement or the Transactions in any court other than the Chosen Courts. Each of the parties hereto hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby: (i) any claim that such party is not personally subject to the jurisdiction of the Chosen Courts as described herein for any reason; (ii) that it or its property is exempt or immune from jurisdiction of any such Chosen Court or from any legal process commenced in such courts (whether through service of process, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (iii) that (A) the Action in any such court is brought in an inconvenient forum, (B) the venue of such Action is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such Chosen Courts.

5.8 **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF OR THEREOF. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED,

EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF AN ACTION, (B) SUCH PARTY HAS CONSIDERED AND UNDERSTANDS THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.8

5.9 **Governing Law.** This Agreement, and any Action arising out of or relating to this Agreement or the transactions contemplated by this Agreement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles thereof.

5.10 **Parties in Interest.** This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

10

5.11 **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party.

5.12 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Delivery of an executed counterpart of a signature page of this Agreement by portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

5.13 **Interpretation.** When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes", or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The meanings assigned to each term defined herein shall be equally applicable to both the singular and plural forms of such term, and words denoting any gender shall include all genders. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

5.14 **Further Assurances.** Buyer and each Shareholder will execute and deliver, or cause to be executed and delivered, all further documents and instruments and use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and regulations, to perform their obligations under this Agreement.

[remainder of page intentionally left blank]

11

IN WITNESS WHEREOF, the parties are executing this Agreement as of the date first written above.

QUALCOMM RIVER HOLDINGS B.V.

By: /s/ Edwin Denekamp
Name: Edwin Denekamp
Title: Managing Director A

QUALCOMM RIVER HOLDINGS B.V.

By: /s/ Adam Schwenker
Name: Adam Schwenker
Title: Managing Director B

SHAREHOLDERS:

SOROBAN MASTER FUND LP

By: Soroban Capital Partners LP, its Investment Manager

By: /s/ Steve Niditch
Name: Steve Niditch
Title: General Counsel

c/o Soroban Capital Partners LP
55 West 46th Street, 32nd Floor
New York, NY 10036
Attention: Steve Niditch
Email:

SOROBAN OPPORTUNITIES MASTER FUND LP

By: Soroban Capital Partners LP, its Investment Manager

By: /s/ Steve Niditch
Name: Steve Niditch
Title: General Counsel

c/o Soroban Capital Partners LP
55 West 46th Street, 32nd Floor
New York, NY 10036
Attention: Steve Niditch
Email:

[Signature Page to Tender and Support Agreement — Soroban]

Schedule A

Name of Shareholder	Number of Shares
Soroban Master Fund LP	7,740,974
Soroban Opportunities Master Fund LP	7,288,220

TENDER AND SUPPORT AGREEMENT

This TENDER AND SUPPORT AGREEMENT (this “Agreement”), dated as of February 20, 2018, is entered into by and among QUALCOMM RIVER HOLDINGS B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the Laws of The Netherlands (“Buyer”), and the undersigned shareholders of NXP SEMICONDUCTORS N.V., a public limited liability company (*naamloze vennootschap*) organized under the Laws of The Netherlands (the “Company”) set forth on Schedule A hereto (each, a “Shareholder”). All terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Purchase Agreement and the Purchase Agreement Amendment (each as defined below), in each case as of the date hereof.

WHEREAS, as of the date hereof, each Shareholder is the owner of the number of Shares set forth opposite the Shareholder’s name on Schedule A (all such Shares set forth on Schedule A next to the Shareholder’s name, together with any Shares that are hereafter issued to or that ownership of is otherwise directly or indirectly acquired by the Shareholder prior to the termination of this Agreement, including for the avoidance of doubt any Shares acquired by the Shareholder upon the conversion of any securities convertible into Shares after the date hereof, (but excluding, for the avoidance of doubt, any Shares that may be deemed to be beneficially owned because they are the subject of an option or other derivatives contract, but are not capable of being voted or tendered by Shareholder) being referred to herein as the “Subject Shares”);

WHEREAS, Buyer and the Company previously entered into the Purchase Agreement, dated as of October 27, 2016 (as amended, restated, supplemented or otherwise modified in accordance with the terms thereof, the “Purchase Agreement”), pursuant to which, among other things, (a) Buyer has commenced a tender offer to purchase any and all of the outstanding Shares and (b) following the closing of the Subsequent Offering Period (as it may be extended by the Minority Exit Offering Period), it is Buyer’s intent to effectuate, and to cause the Company to effectuate, the Post-Offer Reorganization, in each case, upon the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, concurrent with the execution of this Agreement, Buyer and the Company are entering into an amendment to the Purchase Agreement (the “Purchase Agreement Amendment”), a copy of which has been previously provided to Shareholder, so as to, among other things, increase the Offer Consideration from \$110.00 per Share in cash to \$127.50 per Share in cash; and

WHEREAS, as a condition to its willingness to enter into the Purchase Agreement Amendment, and as an inducement and consideration for Buyer to enter into the Purchase Agreement Amendment, each Shareholder has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I AGREEMENT TO TENDER AND VOTE

1.1 Agreement to Tender.

(a) Subject to the terms of this Agreement, each Shareholder agrees to tender or cause to be tendered in the Offer all of its Subject Shares pursuant to and in accordance with the terms of the Offer, free and clear of all Share Liens (as defined below) except for Permitted Share Liens. Without limiting the generality of the foregoing, but subject to the terms of this Agreement, no later than the later of (I) two (2) Business Days following Shareholders’ receipt of written notice from Buyer (a “Buyer Notice”) that (x) all Offer Conditions, other than the Minimum Condition and those conditions that by their nature are to be satisfied in connection with the Closing, have been satisfied and (y) it is Buyer’s expectation to cause the Acceptance Time to occur promptly following the then-current Expiration Time and (II) five (5) Business Days prior to the Expiration Time, each Shareholder shall deliver or cause to be delivered to the depository designated in the Offer pursuant to the terms of the Offer (i) a letter of transmittal with respect to all of such Shareholder’s Subject Shares complying with the terms of the Offer, (ii) written instructions to such Shareholder’s broker, dealer, commercial bank, trust company or other nominee that such Subject Shares be tendered, including a reference to this Agreement, and requesting delivery of an “agent’s message” (or such other evidence, if any, of transfer as the depository for the Offer may reasonably request) and (iii) all other documents or instruments required to be delivered by all other Company shareholders tendering into the Offer pursuant to the terms of the Offer. Each Shareholder agrees that, once any of its Subject Shares are tendered, such Shareholder will not withdraw and will cause not to be withdrawn such Subject Shares from the Offer unless and until this Agreement shall have been validly terminated in accordance with Section 5.2; provided, that Shareholder may withdraw its Subject Shares in the event the then-current Expiration Date is extended in accordance with the Purchase Agreement for a period of more than five (5) Business Days so long as such Subject Shares are delivered no less than the later of (x) two (2) Business Days following Shareholders’ receipt of a new Buyer Notice and (y) five (5) Business Days prior to the Expiration Time.

(b) If the Offer is terminated or withdrawn by Buyer, or the Purchase Agreement is validly terminated prior to the Acceptance Time in accordance with its terms, Buyer shall promptly return, and shall cause the depository for the Offer to return, all tendered Shares to the registered holders of such tendered Shares (and in connection with the foregoing, Buyer shall direct the depository to promptly return such tendered Shares).

1.2 Voting of Subject Shares. Subject to the terms of this Agreement, each Shareholder hereby irrevocably and unconditionally agrees that, during the time this Agreement is in effect, at any annual or extraordinary general meeting of the shareholders of the Company, however called, including any adjournment or postponement thereof, and in connection with any action proposed to be taken by written consent of the shareholders of the Company, such Shareholder shall, in each case to the fullest extent that its Subject Shares are entitled to vote thereon: (a) appear at each such meeting or otherwise cause all such Subject Shares to be counted as present thereat for purposes of determining a quorum, and (b) be present (in person or by proxy) and vote (or cause to be voted), or deliver (or cause to be delivered) a written consent with respect to, all of its Subject Shares (i) in favor of any proposal recommended by the Company Board that is intended to facilitate the consummation of the Transactions, (ii) against

any action or agreement that would reasonably be expected to (A) result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company contained in the Purchase Agreement or the Purchase Agreement Amendment, or of such Shareholder contained in this Agreement, or (B) result in any of the conditions set forth in Annex I of the Purchase Agreement not being satisfied on or before the End Date, and (iii) against any Alternative Acquisition Proposal (or any proposal relating to an Alternative Acquisition Proposal) and against any other proposed action, agreement or transaction involving the Company that would reasonably be expected, to impede, interfere with, delay, postpone, adversely affect or prevent the consummation of the Offer or the other Transactions, including (x) any extraordinary corporate transaction, such as a merger, consolidation or other business combination involving the Company (other than the Offer or the other Transactions), (y) a sale, lease, license or transfer of a material amount of assets (including, for the avoidance of doubt, Company Intellectual Property Rights and capital stock of Subsidiaries of the Company) of the Company or any reorganization, recapitalization or liquidation of the Company or (z) any change in the present authorized capitalization of the Company or any amendment or other change to the Company Organizational Documents. Each Shareholder shall retain at all times the right to vote the Subject Shares in such Shareholder’s sole discretion, and without any other limitation, on any matters that are at any time or from time to time presented for consideration to the Company’s shareholder generally.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS**

Each Shareholder represents and warrants, severally and not jointly, to Buyer that:

2.1 **Authorization; Binding Agreement.** Such Shareholder is duly organized and validly existing in good standing under the Laws of the jurisdiction in which it is incorporated or constituted and the consummation of the transactions contemplated hereby are within such Shareholder's entity powers and have been duly authorized by all necessary entity actions on the part of such Shareholder, and such Shareholder has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by such Shareholder and, assuming the due authorization, execution and delivery of this Agreement by Buyer, constitutes a valid and binding obligation of such Shareholder enforceable against such Shareholder in accordance with its terms, subject to the Enforceability Exceptions.

2.2 **Non-Contravention.** Neither the execution and delivery of this Agreement by such Shareholder nor the consummation by such Shareholder of the transactions contemplated hereby nor compliance by such Shareholder with any provisions herein will (a) violate, contravene or conflict with, or result in a breach of any provision of, the certificate of incorporation or bylaws (or other similar governing documents) of such Shareholder, (b) require any consent, approval, authorization, declaration or permit of, action by, filing with or notification to, any Governmental Authority on the part of such Shareholder, except for the filing of such reports as may be required under Section 13(d) and Section 14(d) of the 1934 Act in connection with this Agreement and the transactions contemplated hereby, (c) violate, contravene or conflict with, or result in a breach of any provisions of, or require any consent, waiver or approval or result in a default or loss of a benefit (or give rise to any right of termination, cancellation, modification or acceleration or any event that, with the giving of

3

notice, the passage of time or otherwise, would constitute a default or give rise to any such right) under any of the terms, conditions or provisions of any Contract or other instrument or obligation to which such Shareholder is a party or by which such Shareholder or any of its Subject Shares are bound, (d) result (or, with the giving of notice, the passage of time or otherwise, would result) in the creation or imposition of any Share Lien (as defined below) of any kind on any asset of such Shareholder (other than one created by Buyer or otherwise pursuant to this Agreement) or (e) violate, contravene or conflict with any Law or Order applicable to such Shareholder or by which any of its Subject Shares are bound, except for any of the foregoing as could not reasonably be expected, either individually or in the aggregate, to materially impair, impede, delay or frustrate the ability of such Shareholder to perform such Shareholder's obligations hereunder on a timely basis.

2.3 **Ownership of Subject Shares; Total Shares.** Such Shareholder is the direct or indirect owner of all such Shareholder's Subject Shares, has the right to vote and tender or cause the voting or tendering of such Subject Shares as contemplated hereby, and has, directly or indirectly, good and marketable title to all such Subject Shares free and clear of any Liens, proxies, voting trusts or agreements, options or rights, understandings or arrangements inconsistent with this Agreement or the transactions contemplated hereby, or any other encumbrances or restrictions whatsoever on title, transfer or exercise of any rights of a shareholder in respect of such Subject Shares (collectively, "**Share Liens**"), except for any such Share Lien that may be imposed pursuant to (i) this Agreement, (ii) any applicable restrictions on transfer under the 1933 Act or any state securities Law, (iii) collateral and rehypothecation arrangements with prime brokers in margin accounts; and (iv) any Share Liens that could not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform fully its obligations hereunder with respect to the applicable Subject Shares on a timely basis (collectively, "**Permitted Share Liens**"). The Shares listed on Schedule A opposite such Shareholder's name constitute all of the Shares owned by such Shareholder as of the date hereof, and such Shareholder and its Affiliates do not own any rights to acquire Shares or any securities convertible into or exchangeable for Shares.

2.4 **Voting Power.** Such Shareholder has voting power with respect to all such Shareholder's Subject Shares, and power of disposition, power to issue instructions with respect to the matters set forth in Article I and Article IV, power to demand or waive any appraisal rights with respect to the Subject Shares and power to agree to all of the matters set forth in this Agreement, in each case with respect to all such Shareholder's Subject Shares.

2.5 **Reliance.** Such Shareholder understands and acknowledges that Buyer is entering into the Purchase Agreement Amendment in reliance upon such Shareholder's execution, delivery and performance of this Agreement.

2.6 **Absence of Litigation.** With respect to such Shareholder, as of the date hereof, there is no Action pending against, or, to the knowledge of such Shareholder, threatened against such Shareholder or any of such Shareholder's properties or assets (including any Subject Shares) before or by any Governmental Authority that would reasonably be expected to prevent, delay or impair the consummation by such Shareholder of the transactions contemplated by this Agreement or otherwise impair such Shareholder's ability to perform its obligations hereunder.

4

2.7 **Brokers.** No broker, finder, financial advisor, investment banker or other Person is entitled to any brokerage, finder's, financial advisor's or other similar fee or commission from the Buyer, the Company or any of their respective Affiliates in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of such Shareholder.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to the Shareholders that:

3.1 **Organization and Qualification.** Buyer is a duly organized and validly existing corporation in good standing under the Laws of the jurisdiction of its organization.

3.2 **Authority for this Agreement.** Buyer has all requisite entity power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Buyer has been duly and validly authorized by all necessary entity action on the part of Buyer, and no other entity proceedings on the part of Buyer are necessary to authorize this Agreement. This Agreement has been duly and validly executed and delivered by Buyer and, assuming the due authorization, execution and delivery thereof by each of the Shareholders, constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the Enforceability Exceptions.

**ARTICLE IV
ADDITIONAL COVENANTS OF THE SHAREHOLDERS AND BUYER**

Each Shareholder hereby covenants and agrees that until the termination of this Agreement:

4.1 **No Transfer; No Inconsistent Arrangements.** Except as provided hereunder, during the time this Agreement is in effect, such Shareholder shall not, directly or indirectly, (a) create or permit to exist any Share Lien, other than Permitted Share Liens, on any of such Shareholder's Subject Shares, (b) transfer, sell, assign

gift or otherwise dispose of (including, for the avoidance of doubt, by depositing, submitting or otherwise tendering any such Subject Shares into any tender or exchange offer (other than the Offer)), (collectively, “Transfer”), any of such Shareholder’s Subject Shares, (or consent to any of the foregoing), (c) enter into any pledging or hedging Contract, derivative arrangement, option or other Contract (including profit sharing agreement) that would prevent Shareholder from delivering the Subject Shares into the Offer or from voting the Subject Shares, in each case, in accordance herewith, (d) grant or permit the grant of any proxy, power-of-attorney or other authorization or consent in or with respect to any such Shareholder’s Subject Shares, (e) deposit or permit the deposit of any of such Shareholder’s Subject Shares into a voting trust or enter into a voting agreement or arrangement with respect to any of such Shareholder’s Subject Shares or (f) take or permit any other action that would prevent the performance of such Shareholder’s obligations hereunder or otherwise make any representation or warranty of such Shareholder herein untrue or incorrect. Any action taken in violation of the foregoing sentence shall be null and void *ab initio*; provided that the Transfer restrictions set forth in Section 4.1(b) shall terminate as of 11:59 p.m. (New

5

York City time) on April 25, 2018 (the “Transfer Restriction Cut-Off Time”); it being understood that all Subject Shares not Transferred in accordance with this Agreement after the Transfer Restriction Cut-Off Time shall continue to be subject to all of the restrictions applicable to Subject Shares set forth in this Agreement, including under Article I and this Section 4.1, except for the restrictions set forth in Section 4.1(b). If any involuntary Transfer of any of such Shareholder’s Subject Shares shall occur (including a sale by such Shareholder’s trustee in any bankruptcy, or a sale to a purchaser at any creditor’s or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Subject Shares subject to all of the restrictions, obligations, liabilities and rights under this Agreement, which shall continue in full force and effect until valid termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, until the termination of this Agreement, such Shareholder shall not, directly or indirectly, accept any tender offer or exchange offer that constitutes an Alternative Acquisition Proposal and shall not tender any Subject Shares in any such tender offer or exchange offer. Nothing in this Agreement shall prohibit any pledging or hedging or entering into any Contract, derivative arrangement, option or other Contract (including profit sharing agreement) that will not prevent Shareholder from delivering the Subject Shares into the Offer or from voting the Subject Shares, in each case, in accordance herewith. Notwithstanding the foregoing, such Stockholder may make Transfers of its Subject Shares as Buyer may agree in writing in its sole discretion.

4.2 **Documentation and Information.** Such Shareholder shall not, and shall cause its Affiliates and its and their respective directors, officers and employees not to, and such Shareholder shall, and shall cause its Affiliates to, use their reasonable best efforts to cause its and their respective Representatives not to, make any press release, public announcement or other communication to any Third Party regarding this Agreement and the transactions contemplated hereby or the Purchase Agreement and the Transactions without the prior written consent of Buyer, except (a) as such Shareholder reasonably determines (based on the advice of its legal counsel, which may be in-house counsel) is required to be disclosed by applicable Law (provided that reasonable notice of any such disclosure will be provided to Buyer to the extent legally permissible and reasonably practicable), including any filings with the SEC pursuant to the 1934 Act, or (b) for any such announcement that is supportive of the Transactions and not inconsistent with any press release issued by Buyer or the Company in connection with or relating to the Purchase Agreement Amendment, the Offer and the Transactions. Such Shareholder (i) consents to and authorizes the publication and disclosure by Buyer of such Shareholder’s identity and holdings of Subject Shares, the nature of such Shareholder’s commitments, arrangements and understandings under this Agreement (including, for the avoidance of doubt, the disclosure of this Agreement) and any other information that Buyer reasonably determines upon the advice of counsel is required to be disclosed by applicable Law in any press release, the Offer Documents (in each case, including all schedules and documents filed with the SEC) or any other disclosure document in connection with the Offer, the Post-Offer Reorganization and the other Transactions (provided that notice of any such disclosure will be provided to such Shareholder to the extent reasonably practicable, the Shareholder will have a reasonable opportunity to provide comments on such disclosure, and Buyer shall incorporate any reasonable comments to the portions of any such disclosure that make reference to Shareholder’s identity and holdings as may be provided by such Shareholder), (ii) agrees to promptly give to Buyer and the Company any information in their reasonable possession or control they may

6

reasonably require for the preparation of any such disclosure documents and (iii) agrees to promptly notify Buyer of any required corrections reasonably known to such Shareholder with respect to any information supplied by such Shareholder specifically for use in any such disclosure document, if and to the extent that any Shareholder reasonably knows such information shall have become false or misleading in any material respect. Buyer agrees to promptly give to such Shareholder any information regarding Buyer that such Shareholder reasonably requires for the preparation of any documents that such Shareholder is required to file with the SEC in connection with the transactions contemplated hereby, including the filing of any Schedule 13D, Schedule 14D-9 or amendments thereto.

4.3 **Adjustments.** In the event of a stock split, stock dividend or distribution, or any change in the Shares by reason of a stock split, reverse stock split, recapitalization, combination, reclassification, readjustment, exchange of shares or the like, the term “Subject Shares” shall be deemed to refer to and include such shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in the transaction.

4.4 **Waiver of Appraisal Rights.** Such Shareholder hereby agrees to, and shall cause its Affiliates to, waive and not exercise any rights of appraisal, any dissenters’ rights or any similar rights relating to the Post-Offer Reorganization or any of the other Transactions that such Shareholder or any of its Affiliates may have by virtue of, or with respect to, any Subject Shares.

4.5 **No Solicitation.** Such Shareholder shall not, and shall cause its Affiliates and its and their respective directors, officers and employees not to, and such Shareholder shall, and shall cause its Affiliates to, use their reasonable best efforts to cause its and their respective Representatives not to, and shall not publicly announce any intention to, directly or indirectly (a) solicit, initiate or knowingly facilitate, knowingly induce or encourage (including by providing information, cooperation or assistance) any inquiries or the making of any proposal or offer that constitutes or would reasonably be expected to lead to an Alternative Acquisition Proposal, (b) other than informing Persons of the provisions contained in this Section 4.5, enter into, continue or otherwise participate in any discussions or negotiations regarding any Alternative Acquisition Proposal or (c) execute or enter into any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement or other Contract (whether or not binding) with respect to an Alternative Acquisition Proposal. Such Shareholder shall, and shall cause each of its Affiliates and its and their respective directors, officers and employees to, and shall direct each of the Representatives of the Company and its Affiliates to, immediately cease and cause to be terminated any and all existing discussions or negotiations with any Person conducted prior to the date of this Agreement. Such Shareholder shall as promptly as practicable (and in any event within twenty-four (24) hours) notify Buyer of any Alternative Acquisition Proposal, or any request for information or inquiry that such Shareholder reasonably believes could lead to or contemplates an Alternative Acquisition Proposal, which notification shall include (i) a copy of the applicable written Alternative Acquisition Proposal, request or inquiry (or, if oral, the material terms and conditions of such Alternative Acquisition Proposal, request or inquiry) (including in each case any subsequent material amendments or other material modifications

7

thereto) and (ii) the identity of the third party making such Alternative Acquisition Proposal, request or inquiry.

4.6 **Notice of Certain Events.** Such Shareholder shall notify Buyer of any development occurring after the date hereof that causes, or that would reasonably be expected to cause, any material breach of any of the representations and warranties of such Shareholder set forth in Article II. Such Shareholder shall promptly notify Buyer of the number of any new Subject Shares acquired by such Shareholder, if any, after the date hereof; it being understood that any such shares shall be subject to

the terms of this Agreement as though owned by such Shareholder on the date hereof. Buyer shall notify such Shareholder of any development occurring after the date hereof that causes, or that would reasonably be expected to cause, any breach of any of the representations and warranties of Buyer set forth in Article III.

4.7 **Certain Other Agreements.** During the period from the date of this Agreement through the Closing Date, Buyer shall not, and shall cause Parent not to, enter into any additional, or modify (including by amendment, waiver or termination) any existing, agreements concerning the matters set forth herein with any existing or future shareholder in the Company that have the effect of establishing rights or otherwise benefiting such shareholder with respect to the matters set forth herein in a manner more favorable in any material respect than the rights and benefits established in favor of Shareholder under this Agreement, unless, in any such case, Buyer has agreed to amend this Agreement to provide Shareholder with such rights and benefits.

ARTICLE V MISCELLANEOUS

5.1 **Notices.** All notices, consents, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (a) on the date of delivery if delivered personally or sent via electronic mail, (b) on the first (1st) Business Day following the date of dispatch if sent by a nationally recognized overnight courier (providing proof of delivery) or (c) on the third (3rd) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid; provided that the notice or other communication is sent to the address or email address set forth (i) if to Buyer, to the address or email address set forth in Section 9.01 of the Purchase Agreement and (ii) if to the Shareholder, to the Shareholder's address or email address set forth on a signature page hereto, or to such other address or email address as such party may hereafter specify for the purpose by notice to each other party hereto.

5.2 **Termination.** This Agreement shall terminate automatically, without any notice or other action by any Person, upon the first to occur of (a) the termination of the Purchase Agreement in accordance with its terms, (b) the consummation all of the Transactions, (c) upon mutual written consent of the parties to terminate this Agreement, (d) the date of any modification, waiver or amendment to the Purchase Agreement in a manner that decreases the Offer Consideration, changes the form of the Offer Consideration or otherwise would be adverse to Shareholders with respect to timing or certainty of the Closing or (e) upon any material breach of the terms of this Agreement by Buyer. Upon termination of this Agreement, no party shall have any further obligations or liabilities under this Agreement; provided, however, that (w) nothing set forth in this Section 5.2 shall relieve any party from liability for any breach of

8

this Agreement prior to termination hereof, (x) the provisions of this Article V shall survive any termination of this Agreement and (y) the provisions of Section 4.4 shall survive any termination of this Agreement in the event the Transactions have been consummated.

5.3 **Amendment; Waiver; Third Party Beneficiary.** This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties. Any agreement on the part of a party to any extension or waiver with respect to this Agreement shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights. The parties hereto expressly agree that the Company shall be a third party beneficiary of this Agreement and shall be entitled to enforce any power, right, privilege or remedy of Buyer hereunder.

5.4 **Expenses.** All fees and expenses incurred in connection herewith and the transactions contemplated hereby shall be paid by the party incurring such fees and expenses, whether or not the Offer or the other Transactions are consummated.

5.5 **Entire Agreement.** This Agreement, together with Schedule A, and the other documents and certificates delivered pursuant hereto, constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the parties with respect to, the subject matter of this Agreement.

5.6 **Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties, except that Buyer may assign, in its sole discretion, any of or all its rights, interests and obligations under this Agreement to any one or more direct or indirect wholly owned Subsidiaries or Affiliates controlled by Parent, but no such assignment shall relieve Buyer of any of its obligations under this Agreement. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

5.7 **Specific Enforcement; Jurisdiction.** (a) The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached, and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions, or any other appropriate form of equitable relief, to prevent breaches of this Agreement and to enforce specifically the performance of the terms and provisions of this Agreement in any court referred to in Section 5.7(b), without the necessity of proving the inadequacy of money damages as a remedy (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties acknowledges and agrees that the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without such right, none of the parties would have entered into this Agreement.

(b) Each of the parties hereto hereby (a) irrevocably and unconditionally submits to the personal jurisdiction of the Chosen Courts, (b) agrees that it will not attempt to

9

deny or defeat such personal jurisdiction by motion or other request for leave from any such Chosen Court, (c) agrees that any Actions arising in connection with or relating to this Agreement or the transactions contemplated hereby shall be brought, tried and determined only in the Chosen Courts, (d) waives any claim of improper venue or any claim that the Chosen Courts are an inconvenient forum and (e) agrees that it will not bring any Action relating to this Agreement or the Transactions in any court other than the Chosen Courts. Each of the parties hereto hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby: (i) any claim that such party is not personally subject to the jurisdiction of the Chosen Courts as described herein for any reason; (ii) that it or its property is exempt or immune from jurisdiction of any such Chosen Court or from any legal process commenced in such courts (whether through service of process, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (iii) that (A) the Action in any such court is brought in an inconvenient forum, (B) the venue of such Action is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such Chosen Courts.

5.8 **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF OR THEREOF. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF AN ACTION,

(B) SUCH PARTY HAS CONSIDERED AND UNDERSTANDS THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.8

5.9 **Governing Law.** This Agreement, and any Action arising out of or relating to this Agreement or the transactions contemplated by this Agreement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles thereof.

5.10 **Parties in Interest.** This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

5.11 **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions

10

and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party.

5.12 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Delivery of an executed counterpart of a signature page of this Agreement by portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

5.13 **Interpretation.** When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes", or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The meanings assigned to each term defined herein shall be equally applicable to both the singular and plural forms of such term, and words denoting any gender shall include all genders. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

5.14 **Further Assurances.** Buyer and each Shareholder will execute and deliver, or cause to be executed and delivered, all further documents and instruments and use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws and regulations, to perform their obligations under this Agreement.

[remainder of page intentionally left blank]

11

IN WITNESS WHEREOF, the parties are executing this Agreement as of the date first written above.

QUALCOMM RIVER HOLDINGS B.V.

By: /s/ Edwin Denekamp
Name: Edwin Denekamp
Title: Managing Director A

QUALCOMM RIVER HOLDINGS B.V.

By: /s/ Adam Schwenker
Name: Adam Schwenker
Title: Managing Director B

SHAREHOLDERS:

TIG Advisors, LLC, as investment manager of and on behalf of certain investment funds and other accounts

By: /s/ Michael Fastert
Name: Michael Fastert
Title: Authorized Signatory

520 Madison Avenue, 26th Floor
New York, New York 10022
Attention: Michael Fastert
Email: mfastert@tigfunds.com

Name of Shareholder

Number of Shares

TIG Advisors, LLC, as investment manager of and on behalf of certain investment funds and other accounts

1,917,304

Qualcomm Contacts:
 Pete Lancia, Corporate Communications
 Phone: 1-858-845-5959
 Email: corpcomm@qualcomm.com

John Sinnott, Investor Relations
 Phone: 1-858-658-5431
 Email: ir@qualcomm.com

Qualcomm Enters into Amended Definitive Agreement with NXP

Increases Price to \$127.50 in Cash Per Share and Lowers Minimum Tender Threshold to 70% of Outstanding Shares

Binding Agreements Reached with Nine NXP Stockholders Who Collectively Own More Than 28% of Outstanding Shares (Excluding Additional Economic Interests Through Derivatives)

Qualcomm Reaffirms High Confidence in Fiscal 2019 Non-GAAP EPS of \$6.75-\$7.50

SAN DIEGO — February 20, 2018 — Qualcomm Incorporated (NASDAQ: QCOM) (“Qualcomm”) today announced that Qualcomm River Holdings B.V., an indirect wholly owned subsidiary of Qualcomm, has reached an agreement with NXP Semiconductors N.V. (NASDAQ: NXPI) to increase to \$127.50 per share its previously announced cash tender offer to purchase all outstanding shares of NXP. The amended agreement, which was approved by the Qualcomm

1

and NXP Boards of Directors, also lowers the minimum tender condition from 80% of NXP’s outstanding shares to 70%.

Qualcomm also announced that Qualcomm River Holdings B.V. has entered into binding agreements with nine NXP stockholders who collectively own more than 28% of NXP’s outstanding shares (excluding additional economic interests through derivatives) to tender their shares at \$127.50 per share. These stockholders include funds affiliated with Elliott Advisors (UK) Limited and Soroban Capital Partners LP.

The revised price reflects enhanced current value drivers for NXP, including:

- **NXP’s recent performance**, including calendar 2017 results that exceeded Qualcomm’s transaction model on revenue, gross margin and EBIT. NXP’s non-GAAP operating income (excluding Standard Products) increased 20% from calendar 2016 to 2017.
- **Strong market dynamics and positive outlook for key segments**. NXP’s Auto business has increased revenues by 11% year over year. Qualcomm has also significantly improved its own capabilities in key industry segments such as Auto (\$3 billion revenue pipeline), IoT (\$1 billion in FY17 sales) and Networking, further enhancing the value proposition of the combined company to its customers and stockholders.
- **High confidence in annualized cost synergies of at least \$500 million** resulting from insights gathered during the integration planning process.

2

Steve Mollenkopf, Chief Executive Officer of Qualcomm Incorporated, said, “Qualcomm’s leading SoC capabilities and technology roadmap, coupled with NXP’s differentiated position in Automotive, Security and IoT, offers a compelling value proposition. We remain highly confident in our fiscal 2019 Non-GAAP EPS target of \$6.75-\$7.50, which includes \$1.50 per share accretion from the acquisition of NXP. With only one regulatory approval remaining, we are working hard to complete this transaction expeditiously. Our integration planning is on track and we expect to realize the full benefits of this transaction for our customers, employees and stockholders.”

Tom Horton, Presiding Director of the Qualcomm Board of Directors, said, “The acquisition of NXP will enable us to accelerate our growth strategy. The Board unanimously believes this is an attractive acquisition at this price for Qualcomm stockholders based on NXP’s recent strong financial performance, the growth in key strategic areas such as Auto and IoT and our high confidence in management’s ability to execute upon the synergy opportunities.”

Dr. Paul E. Jacobs, Chairman of the Board of Qualcomm, said, “NXP is a highly strategic and attractive acquisition for Qualcomm that enhances the value of our leading 5G technologies. We also believe the revised agreement provides certainty for both Qualcomm and NXP stockholders.”

Transaction Details

Under the terms of the revised agreement, the currently pending tender offer of Qualcomm River Holdings B.V. to acquire all of the issued and outstanding shares of NXP will be amended as

3

described above and the expiration time for the offer will be extended to the end of day, one minute after 11:59 p.m. New York City time, on March 5, 2018.

Qualcomm intends to fund the additional consideration with cash on hand and new debt. The amended tender offer is not subject to any financing condition. The offer is conditioned on at least 70% of the outstanding ordinary shares of NXP being validly tendered and not withdrawn prior to the expiration of the offer (including any extensions). The updated offer will be described in more detail in an amendment to the Schedule TO filed by Qualcomm River Holdings B.V. and an amendment to the solicitation/recommendation statement on Schedule 14D-9 to be filed by NXP.

Qualcomm’s acquisition of NXP has received antitrust clearance from eight of the nine required government regulatory bodies around the world. The transaction remains contingent on clearance from the Ministry of Commerce (MOFCOM) in China. Qualcomm is optimistic it will receive MOFCOM clearance in the near term.

A presentation regarding today’s announcement can be found here.

About Qualcomm

Qualcomm invents breakthrough technologies that transform how the world connects and communicates. When we connected the phone to the Internet, the mobile revolution was born. Today, our inventions are the foundation for life-changing products, experiences, and industries.

4

As we lead the world to 5G, we envision this next big change in cellular technology spurring a new era of intelligent, connected devices and enabling new opportunities in connected cars, remote delivery of health care services, and the IoT — including smart cities, smart homes, and wearables. Qualcomm Incorporated includes our licensing business, QTL, and the vast majority of our patent portfolio. Qualcomm Technologies, Inc., a subsidiary of Qualcomm Incorporated, operates, along with its subsidiaries, all of our engineering, research and development functions, and all of our products and services businesses, including, the QCT semiconductor business. For more information, visit Qualcomm’s website, OnQ blog, Twitter and Facebook pages.

Additional Information and Where to Find It

This document is for informational purposes only and is neither an offer to purchase nor a solicitation of an offer to sell any common shares of NXP Semiconductors N.V. (“NXP”) or any other securities. Qualcomm River Holdings B.V. (“Buyer”), an indirect, wholly owned subsidiary of Qualcomm Incorporated (“Qualcomm”), has filed a tender offer statement on Schedule TO, including an offer to purchase, a letter of transmittal, and related documents with the United States Securities and Exchange Commission (the “SEC”) and NXP has filed a solicitation/recommendation statement on Schedule 14D-9 with the SEC with respect to the tender offer. The offer to purchase common shares of NXP is only being made pursuant to the offer to purchase, the letter of transmittal and related documents filed as a part of the Schedule TO, in each case as amended from time to time. THE TENDER OFFER MATERIALS (INCLUDING THE OFFER TO PURCHASE, THE RELATED LETTER OF TRANSMITTAL AND CERTAIN OTHER TENDER OFFER DOCUMENTS) AND THE

5

SOLICITATION/RECOMMENDATION STATEMENT ON SCHEDULE 14D-9 CONTAIN IMPORTANT INFORMATION. SHAREHOLDERS OF NXP ARE URGED TO READ THESE DOCUMENTS, AS FILED AND AS MAY BE AMENDED FROM TIME TO TIME, CAREFULLY BECAUSE THEY CONTAIN IMPORTANT INFORMATION THAT SUCH HOLDERS SHOULD CONSIDER BEFORE MAKING ANY DECISION REGARDING TENDERING THEIR SHARES. Investors and security holders may obtain a free copy of these statements and other documents filed with the SEC at the website maintained by the SEC at www.sec.gov. In addition, free copies of these documents may be obtained by contacting Innisfree M&A Incorporated, the information agent for the tender offer, toll free at (888) 750-5834 (for shareholders) or collect at (212) 750-5833 (for banks and brokers).

Additional Information

Qualcomm has filed a definitive proxy statement and WHITE proxy card with the U.S. Securities and Exchange Commission (the “SEC”) in connection with its solicitation of proxies for its 2018 Annual Meeting of Stockholders (the “2018 Annual Meeting”). QUALCOMM STOCKHOLDERS ARE STRONGLY ENCOURAGED TO READ THE DEFINITIVE PROXY STATEMENT (AND ANY AMENDMENTS AND SUPPLEMENTS THERETO) AND ACCOMPANYING WHITE PROXY CARD AS THEY CONTAIN IMPORTANT INFORMATION. Stockholders may obtain the proxy statement, any amendments or supplements to the proxy statement and other documents as and when filed by Qualcomm with the SEC without charge from the SEC’s website at www.sec.gov.

6

Certain Information Regarding Participants

Qualcomm, its directors and certain of its executive officers may be deemed to be participants in connection with the solicitation of proxies from Qualcomm’s stockholders in connection with the matters to be considered at the 2018 Annual Meeting. Information regarding the identity of potential participants, and their direct or indirect interests, by security holdings or otherwise, is set forth in the proxy statement and other materials to be filed with the SEC. These documents can be obtained free of charge from the sources indicated above.

Cautionary Note Regarding Forward-Looking Statements

Any statements contained in this document that are not historical facts are forward-looking statements as defined in the U.S. Private Securities Litigation Reform Act of 1995. Words such as “anticipate”, “believe”, “estimate”, “expect”, “forecast”, “intend”, “may”, “plan”, “project”, “predict”, “should” and “will” and similar expressions as they relate to Qualcomm, Buyer or NXP are intended to identify such forward-looking statements. These forward-looking statements involve risks and uncertainties concerning the parties’ ability to complete the tender offer and close the proposed transaction, the expected closing date of the transaction, the financing of the transaction, the anticipated benefits and synergies of the transaction, anticipated future combined businesses, operations, products and services, and liquidity, debt repayment and capital return expectations. Actual events or results may differ materially from those described in this document due to a number of important factors. These factors include, among others, the outcome of regulatory reviews of the proposed transaction; the ability of the parties to complete

7

the transaction; the ability of Qualcomm to successfully integrate NXP’s businesses, operations (including manufacturing and supply operations), sales and distribution channels, business and financial systems and infrastructures, research and development, technologies, products, services and employees; the ability of the parties to retain their customers and suppliers; the ability of the parties to minimize the diversion of their managements’ attention from ongoing business matters; Qualcomm’s ability to manage the increased scale, complexity and globalization of its business, operations and employee base post-closing; and other risks detailed in Qualcomm’s and NXP’s filings with the SEC, including those discussed in Qualcomm’s most recent Annual Report on Form 10-K and in any subsequent periodic reports on Form 10-Q and Form 8-K and NXP’s most recent Annual Report on Form 20-F and in any subsequent reports on Form 6-K, each of which is on file with the SEC and available at the SEC’s website at www.sec.gov. SEC filings for Qualcomm are also available in the Investor Relations section of Qualcomm’s website at www.qualcomm.com, and SEC filings for NXP are available in the Investor Relations section of NXP’s website at www.nxp.com. Qualcomm is not obligated to update these forward-looking statements to reflect events or circumstances after the date of this document. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of their dates.

NOTE REGARDING USE OF NON-GAAP FINANCIAL MEASURES

The Non-GAAP financial information presented herein should be considered in addition to, not as a substitute for or superior to, financial measures calculated in accordance with GAAP. In addition, “Non-GAAP” is not a term defined by GAAP, and as a result, the Company’s measure

of Non-GAAP results might be different than similarly titled measures used by other companies. Reconciliations between GAAP and Non-GAAP results are presented herein.

The Company uses Non-GAAP financial information: (i) to evaluate, assess and benchmark the Company's operating results on a consistent and comparable basis; (ii) to measure the performance and efficiency of the Company's ongoing core operating businesses, including the QCT (Qualcomm CDMA Technologies) and QTL (Qualcomm Technology Licensing) segments; and (iii) to compare the performance and efficiency of these segments against competitors. Non-GAAP measurements used by the Company include revenues, cost of revenues, R&D expenses, SG&A expenses, other income or expenses, operating income, interest expense, net investment and other income, income or earnings before income taxes, effective tax rate, net income and diluted earnings per share. The Company is able to assess what it believes is a more meaningful and comparable set of financial performance measures for the Company and its business segments by using Non-GAAP information. In addition, the Compensation Committee of the Board of Directors uses certain Non-GAAP financial measures in establishing portions of the performance-based incentive compensation programs for our executive officers. The Company presents Non-GAAP financial information to provide greater transparency to investors with respect to its use of such information in financial and operational decision-making. This Non-GAAP financial information is also used by institutional investors and analysts in evaluating the Company's business and assessing trends and future expectations.

Non-GAAP information used by management excludes its QSI segment and certain share-based compensation, acquisition-related items, tax items and other items.

- QSI is excluded because the Company expects to exit its strategic investments in the foreseeable future, and the effects of fluctuations in the value of such investments and realized gains or losses are viewed by management as unrelated to the Company's operational performance.
- Share-based compensation expense primarily relates to restricted stock units. Management believes that excluding non-cash share-based compensation from the Non-GAAP financial information allows management and investors to make additional comparisons of the operating activities of the Company's ongoing core businesses over time and with respect to other companies.
- Certain other items are excluded because management views such items as unrelated to the operating activities of the Company's ongoing core businesses, as follows:
 - Acquisition-related items include amortization of certain intangible assets, recognition of the step-up of inventories to fair value and the related tax effects of these items, as well as any effects from restructuring the ownership of such acquired assets. Additionally, the Company excludes expenses related to the termination of contracts that limit the use of the acquired intellectual property, third-party acquisition and integration services costs and costs related to temporary debt facilities and letters of credit executed prior to the close of an acquisition. Starting with acquisitions in the second quarter of fiscal 2017, the Company excludes recognition of the step-up of property, plant and equipment from the net book value based on the original cost basis to fair value. Such charges related to acquisitions that were completed prior to the second quarter of

fiscal 2017 continue to be allocated to the segments, and such amounts are not material.

- The Company excludes certain other items that management views as unrelated to the Company's ongoing business, such as major restructuring and restructuring-related costs, goodwill and indefinite- and long-lived asset impairments and awards, settlements and/or damages arising from legal or regulatory matters.
- Certain tax items that are unrelated to the fiscal year in which they are recorded are excluded in order to provide a clearer understanding of the Company's ongoing Non-GAAP tax rate and after tax earnings.

RECONCILIATION OF NON-GAAP FINANCIAL MEASURES

Qualcomm Fiscal 2019 Estimated Earnings Per Share (EPS)	Fiscal 2019
GAAP diluted EPS	\$4.47 - \$5.22
Less: Diluted EPS attributable to QSI	\$0.02
Less: Diluted EPS attributable to share-based compensation	(\$0.73)
Less: Diluted EPS attributable to other items (1)	(\$1.57)
Non-GAAP diluted EPS	\$6.75 - \$7.50
Less: Diluted EPS attributable to income from customers involved in licensing disputes	\$1.50 - \$2.25
Non-GAAP EPS, before impact of expected licensing resolution	\$5.25

Fiscal 2019 Accretion from NXP	Fiscal 2019
GAAP diluted EPS	\$0.08
Less: Diluted EPS attributable to QSI	N/A
Less: Diluted EPS attributable to share-based compensation	(\$0.16)
Less: Diluted EPS attributable to other items(1)	(\$1.26)
Non-GAAP diluted EPS	\$1.50

Fiscal 2019 estimated EPS and EPS accretion assume close of the pending NXP acquisition. Estimated amortization of intangible assets included in other items was based on a preliminary purchase price and are subject to change when the formal valuation and other studies are finalized. The differences that will occur between the preliminary estimates and the final purchase accounting could be material.

(1) Other items excluded from Non-GAAP consist primarily of acquisition-related items. Sums may not equal totals due to rounding

February 20, 2018

Qualcomm

Qualcomm Enters into Amended Definitive Agreement with NXP

Additional information and safe harbor

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CERTAIN INFORMATION REGARDING PARTICIPANTS

Qualcomm, its directors and certain of its executive officers may be deemed to be participants in connection with the solicitation of proxies from Qualcomm's stockholders in connection with the matters to be considered at the 2018 Annual Meeting. Information regarding the identity of potential participants, and their direct or indirect interests, by security holdings or otherwise, is set forth in the proxy statement and other materials to be filed with the SEC. These documents can be obtained free of charge from the sources indicated above.

NON-GAAP FINANCIAL MEASURES

This presentation includes "non-GAAP financial measures" as that term is defined in Regulation G. Further discussion regarding our use of non-GAAP financial measures, as well as the most directly comparable GAAP financial measures and information reconciling these non-GAAP financial measures to our financial results prepared in accordance with GAAP, are included at the end of this presentation.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Any statements contained in this document that are not historical facts are forward-looking statements as defined in the U.S. Private Securities Litigation Reform Act of 1995. Words such as "anticipate", "believe", "estimate", "expect", "forecast", "intend", "may", "plan", "project", "predict", "should" and "will" and similar expressions as they relate to Qualcomm, Buyer or NXP are intended to identify such forward-looking statements. These forward-looking statements involve risks and uncertainties concerning the parties' ability to complete the tender offer and close the proposed transaction, the expected closing date of the transaction, the financing of the transaction, the anticipated benefits and synergies of the transaction, anticipated future combined businesses, operations, products and services, and liquidity, debt repayment and capital return expectations. Actual events or results may differ materially from those described in this document due to a number of important factors. These factors include, among others, the outcome of regulatory reviews of the proposed transaction; the ability of the parties to complete the transaction; the ability of Qualcomm to successfully integrate NXP's businesses, operations (including manufacturing and supply operations), sales and distribution channels, business and financial systems and infrastructures, research and development, technologies, products, services and employees; the ability of the parties to retain their customers and suppliers; the ability of the parties to minimize the diversion of their managements' attention from ongoing business matters; Qualcomm's ability to manage the increased scale, complexity and globalization of its business, operations and employee base post-closing; and other risks detailed in Qualcomm's and NXP's filings with the SEC, including those discussed in Qualcomm's most recent Annual Report on Form 10-K and in any subsequent periodic reports on Form 10-Q and Form 8-K and NXP's most recent Annual Report on Form 20-F and in any subsequent reports on Form 6-K, each of which is on file with the SEC and available at the SEC's website at www.sec.gov. SEC filings for Qualcomm are also available in the Investor Relations section of Qualcomm's website at www.qualcomm.com, and SEC filings for NXP are available in the Investor Relations section of NXP's website at www.nxp.com. Qualcomm is not obligated to update these forward-looking statements to reflect events or circumstances after the date of this document. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of their dates.

Announcement highlights

- Amended definitive agreement
 - Offer price increased to \$127.50 per share in cash
 - Minimum tender condition lowered to 70%
 - Current tender offer period extended to March 5, 2018
- Nine NXP stockholders, collectively representing over 28% of shares outstanding (excluding additional economic interests through derivatives), have entered into binding agreements to tender their shares at \$127.50 per share
 - Includes funds affiliated with Elliott Advisors (UK) Limited and Soroban Capital Partners LP
- Eight of nine regulatory approvals received; remaining regulatory clearance (MOFCOM) in final review stage
 - Qualcomm is optimistic it will receive MOFCOM clearance in the near term
- Transaction delivers \$1.50 FY19 Non-GAAP EPS^(1,2) accretion (40% accretive vs. consensus estimates)

(1) (2) See footnotes at the end of the presentation.

Provides enhanced value creation and certainty for Qualcomm and NXP stockholders

3

Reaffirming high confidence in \$6.75 - \$7.50 FY19 Non-GAAP EPS^(1,2)

Non-GAAP EPS, Before Impact of Licensing Resolutions	\$5.25	Includes \$1B cost reduction program Includes \$1.50/share accretion from NXP Excludes royalty revenues and certain product revenues from Apple and other licensee in dispute
Licensing Resolutions ⁽³⁾	\$1.50 – \$2.25	
Non-GAAP EPS	=\$6.75 - \$7.50	

(1) (2) (3) See footnotes at the end of the presentation.

Increased visibility into substantial EPS growth

4

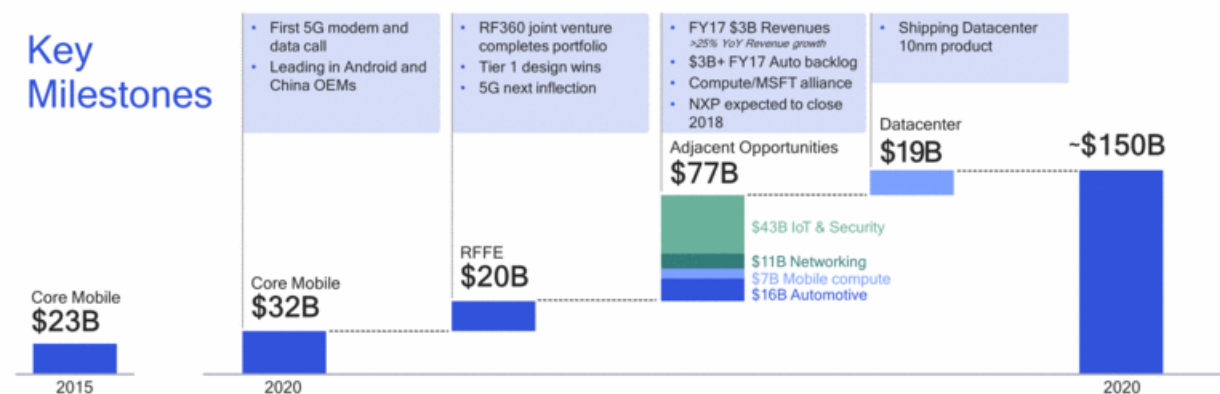
A global leader in integrated semiconductor solutions



(1) Includes security.

Leadership, integration and scale to win in the connected world

Successfully executing strategy to address \$150B SAM



Source: Combination of third party and internal estimates. Note: SAM: Serviceable Addressable Market; SAM excludes QTL. 2015 SAM excludes adjacent opportunities outside of Core Mobile.

NXP enhances leadership positions in key adjacencies

Revised price reflects enhanced current value drivers

NXP recent performance

- NXP's calendar 2017 results exceeded Qualcomm's transaction model on revenue, gross margin and EBIT
- NXP's non-GAAP operating income (excluding Standard Products) increased 20% from calendar 2016 to 2017

Strong market dynamics & positive outlook for key segments

- NXP well-positioned in key industry segments with robust growth potential (e.g., Auto business increased revenues by 11% year over year)
- Significant improvement in Qualcomm's organic position in key industry segments, further enhancing value proposition of the combined company to customers and stockholders (e.g., Auto, \$3 billion revenue pipeline; IoT, \$1 billion in FY17 sales; and Networking)

High confidence in at least \$500 million in cost synergies

- High confidence in annualized cost synergies of at least \$500 million resulting from insights gathered during the integration planning process

Qualcomm's investment thesis for NXP has been validated over the last ~16 months

Transaction overview

Transaction consideration

- \$127.50 in cash per share
- To be financed with cash on hand and debt

Financial impact

- High confidence in at least \$500 million of annualized cost synergies
- \$1.50 of accretion to FY19 Non-GAAP EPS^(1, 2) (40% vs. consensus estimates)
- Ability to de-lever over 2-3 years; committed to strong investment-grade credit rating

Approvals and timing

- 70% minimum tender condition (reduced from 80%)
- Current tender offer period extended to March 5, 2018
- Expected to close promptly after receipt of MOFCOM clearance; Qualcomm is optimistic it will receive MOFCOM clearance in the near term

(1) (2) See footnotes at the end of the presentation.

A financially and strategically compelling transaction

Today's announcement delivers significant certainty and an improved path to value creation for stockholders

- Strong NXP stockholder support - over 28% of shares outstanding (excluding additional economic interests through derivatives)
- Combined company will be a leader in key 5G growth areas (RFFE, Auto, IoT, Security and Networking)
- Significantly expands addressable market, helping Qualcomm reach ~\$150B SAM by 2020
- Provides \$1.50 Non-GAAP EPS accretion in FY19 - reaffirms confidence in \$6.75 - \$7.50 FY19 Non-GAAP EPS^(1, 2)
- Provides enhanced value creation and certainty for both Qualcomm and NXP stockholders

(1) (2) See footnotes at the end of the presentation. Note: SAM: Serviceable Addressable Market; SAM excludes QTL.

Qualcomm's acquisition of NXP creates substantial value for all stockholders

9

Footnotes

- (1) Non-GAAP results exclude the QSI (Qualcomm Strategic Initiatives) segment and certain share-based compensation, acquisition-related items, tax items and other items. Further discussion regarding the Company's use of Non-GAAP financial measures and detailed reconciliations between GAAP and Non-GAAP results are included in this presentation.
- (2) Throughout this presentation, net income and diluted earnings per share (EPS) are attributable to Qualcomm (i.e., after adjustments for noncontrolling interests), unless otherwise stated.
- (3) Prior to fiscal 2019, royalties are recognized when reported, generally one quarter following shipment and when all other revenue recognition criteria are met. Beginning in fiscal 2019, royalties are required to be estimated and recognized in the period in which the associated sales occur and when all other revenue recognition criteria are met.

Reconciliations

Note regarding use of Non-GAAP financial measures

The Non-GAAP financial information presented herein should be considered in addition to, not as a substitute for or superior to, financial measures calculated in accordance with GAAP. In addition, "Non-GAAP" is not a term defined by GAAP, and as a result, the Company's measure of Non-GAAP results might be different than similarly titled measures used by other companies. Reconciliations between GAAP and Non-GAAP results follow.

The Company uses Non-GAAP financial information: (i) to evaluate, assess and benchmark the Company's operating results on a consistent and comparable basis; (ii) to measure the performance and efficiency of the Company's ongoing core operating businesses, including the QCT (Qualcomm CDMA Technologies) and QTL (Qualcomm Technology Licensing) segments; and (iii) to compare the performance and efficiency of these segments against competitors. Non-GAAP measurements used by the Company include revenues, cost of revenues, R&D expenses, SG&A expenses, other income or expenses, operating income, interest expense, net investment and other income, income or earnings before income taxes, effective tax rate, net income and diluted earnings per share. The Company is able to assess what it believes is a more meaningful and comparable set of financial performance measures for the Company and its business segments by using Non-GAAP information. In addition, the Compensation Committee of the Board of Directors uses certain Non-GAAP financial measures in establishing portions of the performance-based incentive compensation programs for our executive officers. The Company presents Non-GAAP financial information to provide greater transparency to investors with respect to its use of such information in financial and operational decision-making. This Non-GAAP financial information is also used by institutional investors and analysts in evaluating the Company's business and assessing trends and future expectations.

Non-GAAP information used by management excludes its QSI segment and certain share-based compensation, acquisition-related items, tax items and other items.

- QSI is excluded because the Company expects to exit its strategic investments in the foreseeable future, and the effects of fluctuations in the value of such investments and realized gains or losses are viewed by management as unrelated to the Company's operational performance.
- Share-based compensation expense primarily relates to restricted stock units. Management believes that excluding non-cash share-based compensation from the Non-GAAP financial information allows management and investors to make additional comparisons of the operating activities of the Company's ongoing core businesses over time and with respect to other companies.
- Certain other items are excluded because management views such items as unrelated to the operating activities of the Company's ongoing core businesses, as follows:
 - Acquisition-related items include amortization of certain intangible assets, recognition of the step-up of inventories to fair value and the related tax effects of these items, as well as any effects from restructuring the ownership of such acquired assets. Additionally, the Company excludes expenses related to the termination of contracts that limit the use of the acquired intellectual property, third-party acquisition and integration services costs and costs related to temporary debt facilities and letters of credit executed prior to the close of an acquisition. Starting with acquisitions in the second quarter of fiscal 2017, the Company excludes recognition of the step-up of property, plant and equipment from the net book value based on the original cost basis to fair value. Such charges related to acquisitions that were completed prior to the second quarter of fiscal 2017 continue to be allocated to the segments, and such amounts are not material.
 - The Company excludes certain other items that management views as unrelated to the Company's ongoing business, such as major restructuring and restructuring-related costs, goodwill and indefinite- and long-lived asset impairments and awards, settlements and/or damages arising from legal or regulatory matters.
 - Certain tax items that are unrelated to the fiscal year in which they are recorded are excluded in order to provide a clearer understanding of the Company's ongoing Non-GAAP tax rate and after tax earnings.

The Company uses free cash flow to facilitate an understanding of the amount of cash flow generated that is available to grow our business, service debt and create long-term stockholder value. Accordingly, free cash flow does not represent the remaining cash flow available for discretionary expenditures.

Earnings Per Share (EPS)

	Fiscal 2017 EPS	Fiscal 2019 EPS (est.) ⁽²⁾	Fiscal 2019 Accretion from NXP ⁽²⁾
GAAP diluted EPS	\$1.65	\$4.47 - \$5.22	\$0.08
Less: Diluted EPS attributable to QSI	\$0.03	\$0.02	N/A
Less: Diluted EPS attributable to share-based compensation	(\$0.51)	(\$0.73)	(\$0.16)
Less: Diluted EPS attributable to other items ⁽¹⁾	(\$2.16)	(\$1.57)	(\$1.26)
Non-GAAP diluted EPS	\$4.28	\$6.75 - \$7.50	\$1.50
Less: Diluted EPS attributable to income from customers involved in licensing disputes	N/A	\$1.50 - 2.25	
Non-GAAP EPS, before impact of expected licensing resolution	N/A	\$5.25	

(1) In fiscal 2017, other items excluded from Non-GAAP results consisted of a \$952 million reduction to revenues related to the BlackBerry arbitration decision, a \$95 million reduction to revenues related to the portion of a business arrangement under negotiation that resolves a legal dispute, a \$911 million charge, including net foreign currency losses, related to the fine imposed by the KFTC, \$783 million of acquisition-related charges, \$778 million charge related to the fine imposed by the TFTC, \$74 million of asset impairment charges and \$38 million of restructuring and restructuring-related charges primarily related to our Strategic Realignment Plan. In fiscal 2017, the tax benefit in "other items" included a \$395 million tax benefit for the combined tax effect of other items in EBT and a \$144 million tax benefit for the tax effect of acquisition-related items in EBT, partially offset by a \$111 million tax expense related to an increase in unrecognized tax benefits. Other items excluded from Non-GAAP in fiscal 2019 consist primarily of acquisition-related items.

(2) Fiscal 2019 estimated EPS and EPS accretion assume close of the pending NXP acquisition. Estimated amortization of intangible assets included in other items was based on a preliminary purchase price and are subject to change when the formal valuation and other studies are finalized. The differences that will occur between the preliminary estimates and the final purchase accounting could be material.

Sums may not equal totals due to rounding