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

SCHEDULE TO

Tender Offer Statement under Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934

NXP Semiconductors N.V.
(Name of Subject Company (Issuer))

Qualcomm River Holdings B.V.
(Offeror)
an indirect, wholly-owned subsidiary of

QUALCOMM Incorporated
(Ultimate Parent of Offeror)

(Names of Filing Persons (identifying status as offeror, issuer or other person))

Common shares, par value €0.20 per share
(Title of Class of Securities)

N6596X109
(CUSIP Number of Class of Securities)

Donald J. Rosenberg
Executive Vice President, General Counsel and Corporate Secretary
QUALCOMM Incorporated
5775 Morehouse Drive
San Diego, California 92121
Telephone: (858) 587-1121
(Name, address and telephone number of person authorized to receive notices and communications on behalf of filing persons)

with copies to:

Scott A. Barshay
Steven J. Williams
Paul, Weiss, Rifkind, Wharton & Garrison LLP
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New York, NY 10019
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CALCULATION OF FILING FEE

Transaction Valuation*	Amount of Filing Fee**
$38,449,657,591.00	$4,456,315.31

* Calculated solely for purposes of determining the filing fee. The calculation of the transaction value is determined by adding the sum of (i) 335,177,459 common shares, par value €0.20 per share (not including treasury shares), of NXP Semiconductors N.V. multiplied by the offer consideration of $110.00 per share, (ii) the net offer consideration for 9,862,580 shares issuable pursuant to outstanding options with an exercise price less than $110.00 per share (which is calculated by multiplying the number of shares underlying such outstanding options by an amount equal to $110.00 minus the weighted average exercise price for such options of $37.05 per share), (iii) 7,090,302 shares subject to issuance pursuant to restricted stock units multiplied by the offer consideration of $110.00 per share and (iv) 733,897 shares subject to issuance pursuant to outstanding performance-based restricted stock units multiplied by the offer consideration of $110.00 per share. The foregoing share figures have been provided by the issuer to the offeror and are as of November 15, 2016, the most recent practicable date.

** The filing fee was calculated in accordance with Rule 0-11 under the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory #1 for Fiscal Year 2017, issued August 31, 2016, by multiplying the transaction value by 0.0001159.

☐ Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: N/A — Filing Party: N/A
Form or Registration No.: N/A — Date Filed: N/A

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- ☒ third-party tender offer subject to Rule 14d-1.
- ☐ issuer tender offer subject to Rule 13e-4.
- ☐ going-private transaction subject to Rule 13e-3.
- ☐ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer: ☐

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

- ☐ Rule 13e-4(i) (Cross-Border Issuer Tender Offer)
- ☐ Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

This Tender Offer Statement on Schedule TO (this "Schedule TO") relates to the tender offer by Qualcomm River Holdings B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of The Netherlands ("Purchaser") and an indirect, wholly owned subsidiary of QUALCOMM Incorporated, a Delaware corporation ("Qualcomm" or "Parent"), for all outstanding common shares, par value €0.20 per share (the "Shares"), of NXP Semiconductors N.V., a public limited liability company (*naamloze vennootschap*) organized under the laws of The Netherlands ("NXP") at a price of $110.00 per share, less any applicable withholding taxes and without interest to the holders thereof, payable in cash, upon the terms and conditions set forth in the offer to purchase dated November 18, 2016 (the "Offer to Purchase"), a copy of which is attached as Exhibit (a)(1)(A), and in the related letter of transmittal (the "Letter of Transmittal"), a copy of which is attached as Exhibit (a)(1)(B), which, together with any other related materials, as each may be amended or supplemented from time to time, collectively constitute the "Offer."

All the information set forth in the Offer to Purchase, including Schedule I thereto, is incorporated by reference herein in response to Items 1 through 9 and Item 11 of this Schedule TO, and is supplemented by the information specifically provided in this Schedule TO.

Item 1. ***Summary Term Sheet***

The information set forth in the section of the Offer to Purchase entitled "Summary Term Sheet" is incorporated herein by reference.

Item 2. ***Subject Company Information.***

(a) *Name and Address.* The name, address, and telephone number of the subject company's principal executive offices are as follows:

NXP Semiconductors N.V.
60 High Tech Campus
5656 AG
Eindhoven
The Netherlands
+31-40-2728686

(b) *Securities.* This Schedule TO relates to the Offer by Purchaser to purchase all outstanding Shares. NXP has advised Parent and Purchaser that as of November 15, 2016, 335,177,459 Shares were outstanding (not including treasury shares) and 17,686,779 Shares were subject to stock options, restricted stock units and performance-based restricted stock units. The information set forth on the cover page and in the section of the Offer to Purchase entitled "Introduction" is incorporated herein by reference.

(c) *Trading Market and Price.* The information set forth in the section of the Offer to Purchase entitled "Price Range of Shares; Dividends" is incorporated herein by reference.

Item 3. ***Identity and Background of Filing Person.***

(a)-(c) *Name and Address; Business and Background of Entities; and Business and Background of Natural Persons.* The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet" and "Certain Information Concerning Parent and Purchaser" and in Schedule I of the Offer to Purchase is incorporated herein by reference.

Item 4. ***Terms of the Transaction*****.**

(a) *Material Terms.* The information set forth in the Offer to Purchase is incorporated herein by reference.

Item 5. ***Past Contacts, Transactions, Negotiations and Agreements.***

(a) *Transactions*. The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet" and "Background of the Offer; Past Contacts or Negotiations with NXP" is incorporated herein by reference.

(b) *Significant Corporate Events.* The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet," "Background of the Offer; Past Contacts or Negotiations with NXP" "The Purchase Agreement; Other Agreements" and "Purpose of the Offer; Plans for NXP" is incorporated herein by reference.

Item 6. ***Purposes of the Transaction and Plans or Proposals.***

(a) *Purposes*. The information set forth in the section of the Offer to Purchase entitled "Purpose of the Offer; Plans for NXP" is incorporated herein by reference.

(c) (1)-(7) *Plans.* The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet," "Source and Amount of Funds," "Background of the Offer; Past Contacts or Negotiations with NXP," "The Purchase Agreement; Other Agreements," "Purpose of the Offer; Plans for NXP," "Certain Effects of the Offer," and "Dividends and Distributions" is incorporated herein by reference.

Item 7. ***Source and Amount of Funds or Other Consideration.***

(a) *Source of Funds.* The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet," "Source and Amount of Funds," "Background of the Offer; Past Contacts or Negotiations with NXP," and "The Purchase Agreement; Other Agreements" is incorporated herein by reference.

(b) *Conditions.* The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet," "Source and Amount of Funds," "Background of the Offer; Past Contacts or Negotiations with NXP," "The Purchase Agreement; Other Agreements" and "Certain Conditions of the Offer" is incorporated herein by reference.

(d) *Borrowed Funds.* The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet," "Source and Amount of Funds," "Background of the Offer; Past Contacts or Negotiations with NXP" and "The Purchase Agreement; Other Agreements" is incorporated herein by reference.

Item 8. ***Interest to Securities of the Subject Company.***

(a) *Securities Ownership.* The information set forth in the sections of the Offer to Purchase entitled "Certain Information Concerning Parent and Purchaser" and "Purpose of the Offer; Plans for NXP" and in Schedule I to the Offer to Purchase is incorporated herein by reference.

(b) *Securities Transactions*. None.

Item 9. ***Persons/Assets, Retained, Employed, Compensated or Used*.**

(a) *Solicitations or Recommendations*. The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet," "Procedures for Accepting the Offer and Tendering Shares," "Background of the Offer; Past Contacts or Negotiations with NXP" and "Fees and Expenses" is incorporated herein by reference.

Item 10. ***Financial Statements.***

(a) *Financial Information*. Not Applicable.

(b) *Pro Forma Information.* Not Applicable.

Item 11. ***Additional Information.***

(a) *Agreements, Regulatory Requirements and Legal Proceedings*. The information set forth in the sections of the Offer to Purchase entitled "Summary Term Sheet," "Background of the Offer; Past Contacts or Negotiations with NXP," "The Purchase Agreement; Other Agreements," "Purpose of the Offer; Plans for NXP," "Certain Effects of the Offer" and "Certain Legal Matters; Regulatory Approvals" is incorporated herein by reference.

(c) *Other Material Information.* The information set forth in the Offer to Purchase and the Letter of Transmittal is incorporated herein by reference.

Item 12. ***Exhibits.***

Exhibit No.	Description
(a)(1)(A)	Offer to Purchase, dated November 18, 2016.*
(a)(1)(B)	Form of Letter of Transmittal (including Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9).*
(a)(1)(C)	Form of Notice of Guaranteed Delivery.*
(a)(1)(D)	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.*
(a)(1)(E)	Form of Letter to Clients for Use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.*
(a)(1)(F)	Summary Advertisement as published in *The Wall Street Journal* on November 18, 2016.*
(a)(2)	Not applicable.
(a)(3)	Not applicable.
(a)(4)	Not applicable.
(a)(5)(A)	Joint Press Release issued by QUALCOMM Incorporated and NXP Semiconductors N.V., dated October 27, 2016 (incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K filed by QUALCOMM Incorporated with the United States Securities and Exchange Commission on October 27, 2016).
(a)(5)(B)	Investor Presentation, dated October 27, 2016 (incorporated by reference to Exhibit 99.2 to the Current Report on Form 8-K filed by QUALCOMM Incorporated with the United States Securities and Exchange Commission on October 27, 2016).
(a)(5)(C)	Press Release issued by QUALCOMM Incorporated, dated November 18, 2016, announcing launch of Tender Offer.*
(a)(5)(D)	Transcript of Video Message from Steve Mollenkopf, Chief Executive Officer of QUALCOMM Incorporated, first made available to employees of NXP Semiconductors N.V. on October 27, 2016 (incorporated by reference to Exhibit 99.1 to the Schedule TO-C filed by QUALCOMM Incorporated with the United States Securities and Exchange Commission on October 27, 2016).
(a)(5)(E)	Transcript of Investor Conference Call held by QUALCOMM Incorporated and NXP Semiconductors N.V on October 27, 2016 (incorporated by reference to Exhibit 99.2 to the Schedule TO-C filed by QUALCOMM Incorporated with the United States Securities and Exchange Commission on October 27, 2016).
(b)(1)	364-Day Bridge Loan Facility Commitment Letter, dated October 27, 2016, by and among QUALCOMM Incorporated, Goldman Sachs Bank USA, Goldman Sachs Lending Partners LLC, JPMorgan Chase Bank, N.A.*

Exhibit No.	Description
(b)(2)	Bridge Joinder Letter, dated November 8, 2016, by and among QUALCOMM Incorporated, Goldman Sachs Bank USA, Goldman Sachs Lending Partners LLC, JPMorgan Chase Bank, N.A. and the additional lenders party thereto.*
(b)(3)	Credit Agreement, dated November 8, 2016, by and among QUALCOMM Incorporated, the lenders party thereto and Goldman Sachs Bank USA, as administrative agent (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by QUALCOMM Incorporated with the United States Securities and Exchange Commission on November 9, 2016).
(b)(4)	Amended and Restated Credit Agreement, dated November 8, 2016, by and among QUALCOMM Incorporated, the lenders party thereto and Bank of America, N.A., as administrative agent, swing line lender and L/C issuer (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed by QUALCOMM Incorporated with the United States Securities and Exchange Commission on November 9, 2016).
(c)	Not applicable.
(d)(1)	Purchase Agreement, dated as of October 27, 2016, by and between Qualcomm River Holdings B.V. and NXP Semiconductors N.V. (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by QUALCOMM Incorporated with the United States Securities and Exchange Commission on October 27, 2016).
(d)(2)	Letter Agreement, dated as of October 27, 2016, by and between QUALCOMM Incorporated and Qualcomm River Holdings B.V. (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by QUALCOMM Incorporated with the United States Securities and Exchange Commission on October 27, 2016).
(d)(3)	Pledge, Assignment and Security Agreement, dated as of October 27, 2016, by and between NXP Semiconductors N.V. and Qualcomm River Holdings B.V. (incorporated by reference to Exhibit A of Exhibit 10.1 to the Current Report on Form 8-K filed by QUALCOMM Incorporated with the United States Securities and Exchange Commission on October 27, 2016).
(d)(4)	Disclosed Pledge of Receivables, dated as of October 27, 2016, by and between NXP Semiconductors N.V. and Qualcomm River Holdings B.V. (incorporated by reference to Exhibit B of Exhibit 10.1 to the Current Report on Form 8-K filed by QUALCOMM Incorporated with the United States Securities and Exchange Commission on October 27, 2016).
(d)(5)	Confidentiality Agreement, effective as of July 4, 2016, by and between QUALCOMM Incorporated and NXP B.V.*
(d)(6)	Exclusivity Agreement, dated as of October 6, 2016, by and between QUALCOMM Incorporated and NXP Semiconductors N.V.*
(g)	Not applicable.
(h)	Not applicable.

* Filed herewith.

Item 13. Information Required by Schedule 13e-3.

Not applicable.

SIGNATURES

After due inquiry and to the best of their knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 18, 2016

Qualcomm River Holdings B.V.

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

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

QUALCOMM Incorporated

By: /s/ Donald J. Rosenberg
Name: Donald J. Rosenberg
Title: Executive Vice President,
General Counsel and Corporate Secretary

EXHIBIT INDEX

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(a)(2)	Not applicable.
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(c)	Not applicable.
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(d)(3)	Pledge, Assignment and Security Agreement, dated as of October 27, 2016, by and between NXP Semiconductors N.V. and Qualcomm River Holdings B.V. (incorporated by reference to Exhibit A of Exhibit 10.1 to the Current Report on Form 8-K filed by QUALCOMM Incorporated with the United States Securities and Exchange Commission on October 27, 2016).
(d)(4)	Disclosed Pledge of Receivables, dated as of October 27, 2016, by and between NXP Semiconductors N.V. and Qualcomm River Holdings B.V. (incorporated by reference to Exhibit B of Exhibit 10.1 to the Current Report on Form 8-K filed by QUALCOMM Incorporated with the United States Securities and Exchange Commission on October 27, 2016).
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(g)	Not applicable.
(h)	Not applicable.

* Filed herewith.

Exhibit (a)(1)(A)

OFFER TO PURCHASE FOR CASH
All Outstanding Common Shares of

NXP SEMICONDUCTORS N.V.
at
$110.00 per share
by
QUALCOMM RIVER HOLDINGS B.V.
an indirect, wholly owned subsidiary of
QUALCOMM INCORPORATED

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON FEBRUARY 6, 2017, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

Qualcomm River Holdings B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of The Netherlands ("Purchaser") and an indirect, wholly owned subsidiary of QUALCOMM Incorporated, a Delaware corporation ("Qualcomm" or "Parent"), is offering to purchase all of the outstanding common shares, par value €0.20 per share (the "Shares"), of NXP Semiconductors N.V., a public limited liability company (*naamloze vennootschap*) organized under the laws of The Netherlands ("NXP"), at a purchase price of $110.00 per Share, less any applicable withholding taxes and without interest, to the holders thereof, payable in cash, (the "Offer Consideration"), upon the terms and subject to the conditions set forth in this Offer to Purchase (the "Offer to Purchase") and in the related Letter of Transmittal (the "Letter of Transmittal" and, together with this Offer to Purchase, as each may be amended or supplemented from time to time, "Offer").

The Offer is being made pursuant to a Purchase Agreement, dated as of October 27, 2016 (as it may be amended from time to time, the "Purchase Agreement"), by and between Purchaser and NXP. Unless the Offer is earlier terminated, the Offer will expire at 5:00 p.m., New York City time, on February 6, 2017 (the "Expiration Time," unless the Offer is extended in accordance with the Purchase Agreement, in which event "Expiration Time" will mean the latest time and date at which the Offer, as so extended by Purchaser, will expire).

The Purchase Agreement provides, among other things, that, subject to the terms and conditions set forth therein, Purchaser will, at or as promptly as practicable following the Expiration Time (but in any event within two business days of the Expiration Time), accept for payment and, at or as promptly as practicable following the time of acceptance of Shares for payment (the "Acceptance Time") (but in any event within three business days of the Acceptance Time), pay for all Shares validly tendered and not properly withdrawn pursuant to the Offer as of the Acceptance Time (such time of payment, the "Offer Closing"). It is expected that following the Offer Closing, the listing of the Shares on the NASDAQ Global Select Market ("NASDAQ") will be terminated, NXP will no longer be a publicly traded company, and the Shares will be deregistered under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), resulting in the cessation of NXP's reporting obligations with respect to the Shares with the United States Securities and Exchange Commission (the "SEC").

After careful consideration, the board of directors (*bestuur*) of NXP (the "NXP Board") has unanimously (a) determined that the Purchase Agreement and the transactions contemplated thereby (other than certain transactions that could take place after the completion of the Offer and, in accordance with the terms of the Purchase Agreement, would require the prior consent of NXP or the Independent Directors (as defined below) (the "Designated Post-Offer Transactions")) are in the best interests of NXP, its business and its shareholders, employees and other relevant stakeholders and (b) approved and adopted the Purchase Agreement and approved the transactions contemplated thereby (other than the Designated Post-Offer Transactions).

The NXP Board unanimously recommends that NXP shareholders accept the Offer and tender their Shares in the Offer. Furthermore, the NXP Board unanimously recommends that you vote "for" each of the items that contemplate a vote of NXP shareholders at the extraordinary general meeting of NXP shareholders scheduled to be held on January 27, 2017 at 1:30 p.m., Central European Time, at the corporate office of NXP, High Tech Campus 60, 5656 AG, Eindhoven, The Netherlands (the "EGM"). At the EGM, NXP shareholders will be requested to vote on (1) the Asset Sale (as defined below) and the Second Step Transaction (as defined below) (collectively, the "Asset Sale Resolutions"), (2) the appointment of the liquidator following the consummation of the Asset Sale and subject to the Compulsory Acquisition Threshold (as defined below) not having been achieved, (3) the appointment of directors designated by Purchaser to the NXP Board and (4) other matters contemplated by the Purchase Agreement.

Following the Acceptance Time in accordance with the Purchase Agreement, Purchaser will provide for a subsequent offering period of at least 10 business days in accordance with Rule 14d-11 under the Exchange Act (the "Subsequent Offering Period"). In the event that prior to the expiration of the Subsequent Offering Period, Purchaser elects to effectuate the Asset Sale and, following such Asset Sale, the Second Step Transaction and the Second Step Distribution (as defined below), on the one hand, or the Asset Sale and the Compulsory Acquisition (as defined below), on the other hand, Purchaser will extend the Subsequent Offering Period for at least five business days. **Under no circumstances will interest be paid on the Offer Consideration paid pursuant to the Offer, regardless of any extension of the Offer, the Subsequent Offering Period, or any delay in making payment for Shares.**

As promptly as practicable following the closing of the Subsequent Offering Period, Purchaser intends to complete a corporate reorganization of NXP and its subsidiaries (the "Post-Closing Reorganization"). The Post-Closing Reorganization will utilize processes available to Purchaser under Dutch law to ensure that (a) Purchaser becomes the owner of all of NXP's business operations from and after the consummation of the Post-Closing Reorganization and (b) any NXP shareholders who do not tender their Shares pursuant to the Offer (or during the Subsequent Offering Period) are offered or receive the same consideration for their Shares as those shareholders who tendered their Shares pursuant to the Offer (or during the Subsequent Offering Period), without interest and less applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*)) (provided, however, that in the Compulsory Acquisition, while Purchaser will request, and it is expected that, the per Share price paid in the Compulsory Acquisition be equal to the Offer Consideration, the Dutch Court (as defined below) has sole discretion to determine the price to be paid for the Shares, which may be greater, equal to or less than the Offer Consideration), with such price being increased by the statutory interest rate applicable in The Netherlands (currently two percent per annum) for the period beginning on the date the number of Shares owned by Purchaser and its affiliates represents at least 95% of the then outstanding Shares and ending on the date Purchaser pays for the Shares then owned by the non-tendering NXP shareholders. As a result of the Post-Closing Reorganization, NXP will either be liquidated or become wholly owned by Purchaser.

Purchaser intends to, or intends to cause its designee to, subject to the approval of the Asset Sale Resolutions by the NXP shareholders at the EGM, (a) initiate the Post-Closing Reorganization by means of a sale of all or substantially all of the assets of NXP to, and the transfer to or assumption of all or substantially all the liabilities of NXP by, Purchaser or its designee (the "Asset Sale") and (b) following the consummation of the Asset Sale, depending on the percentage of the outstanding Shares held by Purchaser and its affiliates as of the closing of the Subsequent Offering Period, complete the Post-Closing Reorganization by either the Second Step Transaction or the Compulsory Acquisition.

If the number of Shares tendered pursuant to the Offer and not properly withdrawn (including Shares validly tendered during the Subsequent Offering Period), together with the Shares then owned by Purchaser and its affiliates, represents fewer than 95% but at least 80% of the then outstanding Shares, the consideration paid by Purchaser to NXP in the Asset Sale would be a combination of cash (in an aggregate amount equal to the Offer Consideration multiplied by the total number of Shares held by non-tendering NXP shareholders as of the expiration of the Subsequent Offering Period) and a note payable (in an aggregate amount equal to the Offer Consideration multiplied by the total number of Shares held by Purchaser and its affiliates as of the expiration of

the Subsequent Offering Period) and, upon consummation of the Asset Sale, (a) NXP will hold only the cash and the note received in the Asset Sale, (b) Purchaser would own all of NXP's business operations and would be the principal shareholder in NXP and (c) the non-tendering NXP shareholders would continue to own Shares representing, in the aggregate, a minority of the Shares then outstanding. Purchaser would then complete the Post-Closing Reorganization by causing NXP to be dissolved and liquidated in accordance with applicable Dutch procedures (the "Second Step Transaction"), with Purchaser providing an indemnity or guarantee to the liquidator for any deficit in the estate of NXP to enable the liquidator to make an advance liquidation distribution in cash (the "Second Step Distribution") to each non-tendering NXP shareholder in an amount equal to the Offer Consideration, without interest and less applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*)), for each Share then owned.

If the number of Shares tendered pursuant to the Offer and not properly withdrawn (including Shares validly tendered during the Subsequent Offering Period), together with the Shares then owned by Purchaser and its affiliates, represents fewer than 100% but at least 95% of the then outstanding Shares (the "Compulsory Acquisition Threshold"), the consideration paid by Purchaser to NXP in the Asset Sale would be a note payable in an aggregate amount equal to the Offer Consideration multiplied by the total number of Shares outstanding as of the expiration of the Subsequent Offering Period and, upon consummation of the Asset Sale, (a) NXP will hold only the note received in the Asset Sale, (b) Purchaser would own all of NXP's business operations and would be the principal shareholder in NXP and (c) the non-tendering NXP shareholders would continue to own Shares representing, in the aggregate, a minority of the Shares then outstanding. Purchaser would then complete the Post-Closing Reorganization by commencing a statutory proceeding before the Enterprise Chamber (*Ondernemingskamer*) of the Amsterdam Court of Appeals (*Gerechtshof Amsterdam*) (the "Dutch Court") for the compulsory acquisition (*uitkoopprocedure*) (the "Compulsory Acquisition") of Shares held by non-tendering NXP shareholders in accordance with Section 2:92a or Section 2:201a of the Dutch Civil Code. While Purchaser will request, and it is expected that, the per Share price paid in the Compulsory Acquisition be equal to the Offer Consideration, the Dutch Court has sole discretion to determine the per Share price, which may be greater, equal to or less than the Offer Consideration (with such price being increased by the statutory interest rate applicable in The Netherlands (currently two percent per annum) for the period beginning on the date the number of Shares owned by Purchaser and its affiliates represents at least 95% of the then outstanding Shares and ending on the date Purchaser pays for the Shares then owned by the non-tendering NXP shareholders). Upon execution (*tenuitvoerlegging*) of the Dutch Court's ruling in the Compulsory Acquisition, each non-tendering NXP shareholder will receive the Dutch Court-determined per Share price and Purchaser will become the sole shareholder of NXP.

The applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*)) and other taxes, if any, imposed on NXP shareholders in respect of the Second Step Distribution may be different from, and greater than, the taxes imposed upon such NXP shareholders had they tendered their Shares pursuant to the Offer (or during the Subsequent Offering Period) or if their Shares had been acquired by Purchaser in the Compulsory Acquisition.

The Offer is conditioned upon, among other things, (a) the absence of a termination of the Purchase Agreement in accordance with its terms and (b) the satisfaction or waiver (to the extent permitted by the Purchase Agreement and applicable law) of the following as of the scheduled Expiration Time: (i) the Minimum Condition, (ii) the Antitrust Clearance Condition, (iii) the Restraints Condition, (iv) the Pre-Closing Reorganization Condition and (v) the Material Adverse Effect Condition, each as defined below.

The "Minimum Condition" requires that there have been validly tendered pursuant to the Offer and not properly withdrawn a number of Shares (excluding Shares tendered pursuant to guaranteed delivery procedures that have not yet been delivered in settlement or satisfaction of such guarantee prior to the Expiration Time) that, together with the Shares then owned by Purchaser and its affiliates, represents at least 95% of the outstanding Shares as of the Expiration Time, provided that (x) if NXP shareholders at the EGM approve the Asset Sale Resolutions, the required threshold will be reduced to 80% and (y) Purchaser, with NXP's prior written consent (not to be unreasonably withheld conditioned or delayed), may reduce the required threshold to a percentage not less than 70%.

The "Antitrust Clearance Condition" requires (i) the expiration or termination of any applicable waiting period (and extensions thereof) applicable to the Offer and the other transactions contemplated by the Purchase Agreement under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and Council Regulation (EC) No. 139/2004 of the European Union, as amended (the "EU Merger Regulation"), (ii) the receipt of all required clearances or approvals under other applicable regulatory or antitrust laws and (iii) that any such clearances or approvals will not impose a condition or require a remedy that Purchaser is not required to accept pursuant to the Purchase Agreement.

The "Restraints Condition" requires that there is not in effect any law, regulation, order, or injunction entered, enacted, promulgated, enforced or issued by any court or other governmental authority of competent jurisdiction (i) prohibiting, rendering illegal or enjoining the consummation of the transactions contemplated by the Purchase Agreement or (ii) imposing a condition or requiring a remedy that Purchaser is not required to accept pursuant to the Purchase Agreement.

The "Pre-Closing Reorganization Condition" requires that certain NXP internal reorganization steps and related dispositions are completed in all material respects as of the Expiration Time.

The "Material Adverse Effect Condition" requires that no fact, change, event, development, occurrence or effect has occurred following the date of the Purchase Agreement that, individually or in the aggregate, would have or reasonably be expected to have a Company Material Adverse Effect (as defined in the Purchase Agreement).

The Offer is not subject to a financing condition but is subject to other conditions as described in this Offer to Purchase. See Section 15 — "Certain Conditions of the Offer."

A summary of the principal terms of the Offer appears under the heading "Summary Term Sheet." You should read this entire Offer to Purchase carefully before deciding whether to tender your Shares pursuant to the Offer.

November 18, 2016

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IMPORTANT

If you desire to tender all or any portion of your Shares to Purchaser pursuant to the Offer, you must, prior to the Expiration Time, (a) complete and sign the Letter of Transmittal that accompanies this Offer to Purchase in accordance with the instructions in the Letter of Transmittal and mail or deliver the Letter of Transmittal and all other required documents to American Stock Transfer & Trust Company, LLC, in its capacity as depositary for the Offer (the "Depositary"), (b) follow the procedure for book-entry transfer described in Section 3 —"Procedures for Accepting the Offer and Tendering Shares," or (c) request that your broker, dealer, commercial bank, trust company or other nominee to effect the transaction for you. If you hold Shares registered in the name of a broker, dealer, commercial bank, trust company or other nominee, you must contact that institution in order to tender your Shares to Purchaser pursuant to the Offer. If you cannot comply in a timely manner with the procedures for tendering your Shares by book-entry transfer, or you cannot deliver all required documents to the Depositary prior to the Expiration Time, you may tender your Shares to Purchaser pursuant to the Offer by following the procedures for guaranteed delivery described in Section 3 — "Procedures for Accepting the Offer and Tendering Shares."

Questions and requests for assistance should be directed to Innisfree M&A Incorporated, the information agent for the Offer (the "Information Agent") at its address and telephone numbers set forth on the back cover of this Offer to Purchase. Additional copies of this Offer to Purchase, the related Letter of Transmittal, and other materials related to the Offer may also be obtained for free from the Information Agent. Additionally, copies of this Offer to Purchase, the related Letter of Transmittal, the notice of guaranteed delivery and any other material related to the Offer may be obtained at the website maintained by the SEC at www.sec.gov. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance.

This Offer to Purchase and the Letter of Transmittal contain important information and you should read both carefully and in their entirety before making a decision with respect to the Offer.

The Offer has not been approved or disapproved by the SEC or any state securities commission nor has the SEC or any state securities commission passed upon the fairness or merits of or upon the accuracy or adequacy of the information contained in this Offer to Purchase. Any representation to the contrary is unlawful.

The Information Agent for the Offer is:

Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, New York 10022
Shareholders may call toll free: (888) 750-5834
Banks and brokers may call collect: (212) 750-5833

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SUMMARY TERM SHEET

The information contained in this summary term sheet is a summary only and is not meant to be a substitute for the more detailed description and information contained in this Offer to Purchase, the related Letter of Transmittal and other related materials. You are urged to read carefully the Offer to Purchase, the Letter of Transmittal and other related materials in their entirety. Purchaser has included cross-references in this summary term sheet to other sections of the Offer to Purchase where you will find more complete descriptions of the topics mentioned below. The information concerning NXP contained herein and elsewhere in the Offer to Purchase has been provided to Purchaser by NXP or has been taken from or is based upon publicly available documents or records of NXP on file with the SEC or other public sources at the time of the Offer and Purchaser has not independently verified the accuracy and completeness of such information.

Securities Sought	All outstanding common shares, par value €0.20 per share, of NXP Semiconductors N.V. (the "Shares")
Price Offered Per Share	$110.00 per Share, less any applicable withholding taxes and without interest, to the holders thereof, payable in cash (the "Offer Consideration")
Scheduled Expiration of Offer	5:00 p.m., New York City time, on February 6, 2017, unless the Offer is extended or earlier terminated. See Section 1 — "Terms of the Offer."
Purchaser	Qualcomm River Holdings B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of The Netherlands ("Purchaser") and an indirect, wholly owned subsidiary of QUALCOMM Incorporated, a Delaware corporation ("Qualcomm" or "Parent").

Who is offering to buy my Shares?

Qualcomm River Holdings B.V., or Purchaser, an indirect, wholly owned subsidiary of QUALCOMM Incorporated, a Delaware corporation, or Parent, is offering to purchase for cash all outstanding Shares. Purchaser is a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of The Netherlands.

See the "Introduction" and Section 8 — "Certain Information Concerning Parent and Purchaser."

Unless the context indicates otherwise, in this Offer to Purchase, we use the terms "Purchaser," "us," "we" and "our" to refer to Qualcomm River Holdings B.V. We use the term "Qualcomm" or "Parent" to refer to QUALCOMM Incorporated and the terms "NXP" and the "Company" to refer to NXP Semiconductors N.V.

What are the classes and amounts of securities sought in the Offer?

We are offering to purchase all outstanding Shares at a purchase price of $110.00 per Share, less any applicable withholding taxes and without interest, to the holders thereof, in cash, upon the terms and subject to the conditions set forth in this Offer to Purchase and the Letter of Transmittal.

See the "Introduction" to this Offer to Purchase and Section 1 — "Terms of the Offer."

Is there an agreement governing the Offer?

Yes. We and NXP have entered into a Purchase Agreement, dated as of October 27, 2016. The Purchase Agreement provides, among other things, for the terms and conditions of the Offer, and the Post-Closing Reorganization.

See Section 11 — "The Purchase Agreement; Other Agreements," Section 12 — "Purpose of the Offer; Plans for NXP" and Section 15 — "Certain Conditions of the Offer."

Why are you making the Offer?

We are making the Offer because we want to acquire the entire equity interest in NXP so that we will own and control all of NXP's current business. If the Offer is consummated, we intend to cause NXP to terminate the listing of the Shares on the NASDAQ Global Select Market ("NASDAQ"). As a result, NXP would cease to be publicly traded. In addition, after the consummation of the Offer we intend to cause the termination of the registration of Shares under Exchange Act as promptly as practicable and expect to take steps to cause the suspension of all of NXP's reporting obligations with the SEC.

See Section 12 — "Purpose of the Offer; Plans for NXP" of this Offer to Purchase.

How much are you offering to pay and what is the form of payment? Will I have to pay any fees or commissions?

We are offering to pay $110.00 per Share, less any applicable withholding taxes and without interest, to the holders thereof, payable in cash, upon the terms and subject to the conditions set forth in the Purchase Agreement. If you are the record owner of your Shares and you tender your Shares directly to the Depositary, you will not have to pay brokerage fees, commissions or similar expenses. If you own your Shares through a broker, dealer, commercial bank, trust company or other nominee and your broker, dealer, commercial bank, trust company or other nominee tenders your Shares on your behalf, your broker, dealer, commercial bank, trust company or nominee may charge you a fee for doing so. You should consult your broker, dealer, commercial bank, trust company or nominee to determine whether any charges will apply.

See the "Introduction," Section 1 — "Terms of the Offer," and Section 2 — "Acceptance for Payment and Payment for Shares."

What does the NXP Board think of the Offer?

After careful consideration, the NXP Board unanimously (a) determined that the Purchase Agreement and the transactions contemplated thereby (other than certain transactions that could take place after the completion of the Offer and, in accordance with the terms of the Purchase Agreement, would require the prior consent of NXP or the Independent Directors (as defined below) (the "Designated Post-Offer Transactions")) are in the best interests of NXP, its business and its shareholders, employees and other relevant stakeholders and (b) approved and adopted the Purchase Agreement and approved the transactions contemplated thereby (other than the Designated Post-Offer Transactions).

The NXP Board unanimously recommends that NXP shareholders accept the Offer and tender their Shares in the Offer. Furthermore, the NXP Board unanimously recommends that you vote "for" each of the items that contemplate a vote of NXP shareholders at the EGM scheduled to be held on January 27, 2017 at 1:30 p.m., Central European Time, at the corporate office of NXP, High Tech Campus 60, 5656 AG, Eindhoven, The Netherlands. At the EGM, NXP shareholders will be requested to vote on (1) the Asset Sale and the Second Step Transaction (the "Asset Sale Resolutions"), (2) the appointment of the liquidator following the consummation of the Asset Sale and subject to the Compulsory Acquisition Threshold (as defined below) not having been achieved, (3) the appointment of directors designated by us to the NXP Board and (4) other matters contemplated by the Purchase Agreement.

A more complete description of the reasons that the NXP Board approved the Offer and recommended that NXP shareholders accept the Offer and tender their Shares pursuant to the Offer is set forth in the Solicitation/Recommendation Statement on Schedule 14D-9 of NXP that NXP is furnishing to shareholders in connection with the Offer.

Will you have the financial resources to make payment?

Yes. We estimate that the total amount of funds required to purchase all outstanding Shares in the Offer and to consummate the other transactions contemplated by the Purchase Agreement, pay related transaction fees and expenses and pay or refinance certain outstanding debt of NXP that is required to be paid or refinanced upon the consummation of the Offer and the other transactions contemplated by the Purchase Agreement, will be approximately $41 billion. We anticipate funding such cash requirements from a combination of sources, including (a) available cash and cash equivalents of Parent and its subsidiaries, (b) the proceeds of commercial paper issued by Parent under its existing unsecured commercial paper program or, in lieu of such commercial paper, borrowings under Parent's revolving credit facility, (c) committed debt financing that Parent received from Goldman Sachs Bank USA, Goldman Sachs Lending Partners LLC and JPMorgan Chase Bank, N.A. in respect of a senior unsecured 364-day bridge loan facility and a senior unsecured delayed-draw term loan facility, in each case as further described below, and/or (d) proceeds from the sale of debt securities of Parent. We will have right to access all such funds under the terms of the Letter Agreement (see Section 11 — "The Purchase Agreement; Other Agreements — Letter Agreement" for further details)). Consummation of the Offer and the other transactions contemplated by the Purchase Agreement is not subject to any financing condition, including receipt of the aforementioned committed debt financing.

See Section 9 — "Source and Amount of Funds" and Section 11 — "The Purchase Agreement; Other Agreements."

Is your financial condition relevant to my decision to tender my Shares pursuant to the Offer?

No. We do not think our financial condition is relevant to your decision whether to tender Shares and accept the Offer because:

- the Offer is being made for all outstanding Shares solely for cash;
- we will have access to unrestricted cash and cash equivalents of our affiliates, which, together with the proceeds of any commercial paper issued by Parent under its existing unsecured commercial paper program and the debt financing available to Parent and further described in Section 9 — "Source and Amount of Funds" (which we will have the right to access under the terms of the Letter Agreement (see Section 11 — "The Purchase Agreement; Other Agreements — Letter Agreement" for further details)), we anticipate being sufficient to purchase all Shares tendered pursuant to the Offer and to complete the Post-Closing Reorganization;
- the Offer is not subject to any financing condition; and
- if we consummate the Offer and not all outstanding Shares are tendered pursuant to Offer or during the Subsequent Offering Period, we intend to, based on the number of Shares held by us and our affiliates following the Subsequent Offering Period acquire all assets of NXP in the Asset Sale and, following the consummation of the Asset Sale, either (a) dissolve and liquidate NXP in accordance with applicable Dutch procedures, such that non-tendering NXP shareholders will receive the Offer Consideration (without interest and less applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*))) as the Second Step Distribution or (b) commence the Compulsory Acquisition in which the Dutch Court will determine the price to be paid for the non-tendered Shares (it being important to note that while we will request, and it is expected that, the per Share price paid in the Compulsory Acquisition for the non-tendered Shares be equal to the Offer Consideration, the Dutch Court has sole discretion to determine the per Share price, which may be greater, equal to or less than the Offer Consideration), with such price being increased by the statutory interest rate applicable in The Netherlands (currently two percent per annum) for the period beginning on the date the number of Shares owned by us and our affiliates represents at least 95% of the then outstanding Shares and ending on the date we pay for the Shares then owned by the non-tendering NXP shareholders.

See Section 5B — "Certain Dutch Tax Aspects of the Offer and Post-Closing Reorganization."

How long do I have to decide whether to tender my Shares pursuant to the Offer?

You will have until 5:00 p.m., New York City time, on February 6, 2017 unless we extend the Offer in accordance with the Purchase Agreement or the Offer is earlier terminated. Furthermore, if you cannot deliver everything that is required in order to make a valid tender in accordance with the terms of the Offer by that time, you may still participate in the Offer by using the guaranteed delivery procedure that is described in Section 3 —"Procedures for Accepting the Offer and Tendering Shares" of this Offer to Purchase prior to that time.

The Purchase Agreement provides, among other things, that, subject to the terms and conditions set forth therein, we will, promptly after the Expiration Time (but in any event within two business days of the Expiration Time), accept for payment all Shares validly tendered pursuant to the Offer and not properly withdrawn and, promptly after the Acceptance Time (but in any event within three business days of the Acceptance Time), pay for all such Shares. See Section 1 — "Terms of the Offer" and Section 3 — "Procedures for Accepting the Offer and Tendering Shares."

Please give your broker, dealer, commercial bank, trust company or other nominee instructions sufficient time to permit such broker, dealer, commercial bank, trust company or other nominee to tender your Shares. Beneficial owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadline for participation in the Offer. Accordingly, beneficial owners wishing to participate in the Offer should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the times by which such owner must take action in order to participate in the Offer.

Can the Offer be extended and under what circumstances?

Yes, subject to our rights to terminate the Purchase Agreement in accordance with its terms, we have agreed in the Purchase Agreement that we will extend the Offer:

- for the minimum period required by applicable law, the SEC or the rules of NASDAQ; and
- on one or more occasions in consecutive periods of 10 business days each (or such other duration as we and NXP may agree) if, at any then-scheduled Expiration Time, any condition to the Offer has not been satisfied or waived, in order to permit satisfaction of such condition; except that:
  - if we determine in good faith, after consultation with outside legal counsel, that at any then-scheduled Expiration Time occurring on or before April 25, 2017, the Antitrust Clearance Condition is not reasonably likely to be satisfied within such 10 business day extension period, then we will be permitted to extend the Offer on such occasion for up to 20 business days;
  - if the sole remaining unsatisfied condition to the Offer is the Minimum Condition, we will not be required to extend the Offer for more than two occasions in consecutive periods of 10 business days each (or such other duration as we and NXP may agree); and
  - We are not required to extend the Offer beyond October 27, 2017 (subject to automatic extension to January 25, 2018 and April 25, 2018, respectively, if, at each such date, all conditions to the closing have been satisfied, other than the Antitrust Clearance Condition) (such date, including any automatic extension thereof, the "End Date").

If we extend the Offer, such extension will extend the time that you will have to tender (or withdraw) your Shares.

See Section 1 — "Terms of the Offer."

How will I be notified if the Offer is extended?

Any extension of the Offer will be followed by a public announcement of the extension no later than 9:00 a.m., New York City time, on the next business day after the day on which the Offer was otherwise

scheduled to expire. Without limiting the manner in which we may choose to make any public announcement, we currently intend to make announcements regarding the Offer by issuing a press release and making an appropriate filing with the SEC.

See Section 1 — "Terms of the Offer."

Will there be a subsequent offering period?

Yes, following the Acceptance Time, we are obligated by the Purchase Agreement to provide for the Subsequent Offering Period of at least 10 business days in accordance with Rule 14d-11 under the Exchange Act and in accordance with the Purchase Agreement. In the event that prior to the expiration of the Subsequent Offering Period, we elect to effectuate the Asset Sale, the Second Step Transaction and the Second Step Distribution, on the one hand, or the Asset Sale and the Compulsory Acquisition, on the other hand, we will extend the Subsequent Offering Period with a minority exit offering period of at least five business days. The purpose of the Subsequent Offering Period is to (a) offer to acquire outstanding Shares that were not tendered pursuant to the Offer and (b) allow non-tendering NXP shareholders, who may be subject to different and potentially adverse tax treatment (including withholding tax treatment) on the consideration received in respect of their Shares in the Second Step Transaction and the Second Step Distribution (as compared to the Offer), an additional opportunity to tender their Shares into the Offer and avoid any such adverse tax treatment with the knowledge that the Second Step Distribution would be consummated.

See Section 1 — "Terms of the Offer" and Section 5B — "Certain Dutch Tax Aspects of the Offer and Post-Closing Reorganization."

What is the difference between an extension of the Offer and a Subsequent Offering Period?

A Subsequent Offering Period is not an extension of the Offer. A Subsequent Offering Period occurs after we have accepted, and become obligated to pay for, all Shares that were validly tendered pursuant to the Offer and not properly withdrawn by the Expiration Time. No withdrawal rights will apply to any Shares tendered during the Subsequent Offering Period.

See Section 1 — "Terms of the Offer."

What are the most significant conditions to the Offer?

The Offer is conditioned upon, among other things, (a) the absence of a termination of the Purchase Agreement in accordance with its terms and (b) the satisfaction or waiver (to the extent permitted by the Purchase Agreement and applicable law) of the following as of the scheduled Expiration Time: (i) the Minimum Condition, (ii) the Antitrust Clearance Condition, (iii) the Restraints Condition, (iv) the Pre-Closing Reorganization Condition and (v) the Material Adverse Effect Condition.

The Offer also is subject to a number of other conditions to the Offer set forth in Section 15 — "Certain Conditions of the Offer" of this Offer to Purchase. The conditions to the Offer will be in addition to, and not a limitation of, the rights of us to extend, terminate or modify the Offer in accordance with the terms and conditions of the Purchase Agreement. Subject to the applicable rules and regulations of the SEC, we expressly reserve the right at any time prior to the Expiration Time to waive, in whole or in part, any condition to the Offer and to make any change in the terms of or conditions to the Offer. However, we will not (without the prior written consent of NXP): (a) waive or change the Minimum Condition (except to the extent permitted under the Purchase Agreement); (b) decrease the Offer Consideration; (c) change the form of consideration to be paid in the Offer; (d) decrease the number of Shares sought in the Offer; (e) extend or otherwise change the Expiration Time except as provided in the Purchase Agreement; or (f) impose additional conditions to the Offer or otherwise amend, modify or supplement any of the conditions to the Offer or terms of the Offer in a manner adverse to NXP shareholders.

See Section 15 — "Certain Conditions of the Offer."

What is the Pre-Closing Reorganization Condition?

In the Purchase Agreement, NXP has agreed to undertake a series of internal restructuring transactions, which will include the disposition of certain subsidiaries of NXP to be identified by Parent prior to the Offer Closing for cash in an amount that is not expected to be material to the transaction and will not affect the Offer Consideration.

Have any NXP shareholders already agreed to tender their Shares in the Offer?

No. We have not previously entered into any agreements with any NXP shareholders with respect to their tender of Shares into the Offer. However, NXP has informed us that (a) as of November 15, 2016, the executive officers and directors of NXP collectively beneficially owned 1,638,056 Shares (excluding Shares issuable upon exercise of NXP Options (as defined below) and Shares issuable with respect to NXP PSUs (as defined below) and NXP RSUs (as defined below)), representing approximately 0.49% of the then-outstanding Shares, net of treasury shares, and (b) to its knowledge, after making reasonable inquiry, each of NXP's executive officers and directors currently intends to tender, or cause to be tendered, all Shares held of record or beneficially by such holder pursuant to the Offer.

How do I tender my Shares?

In order for Shares to be validly tendered pursuant to the Offer, you must follow these instructions:

- If you are a record holder and you hold uncertificated Shares in book-entry form on the books of NXP's transfer agent, the following must be received by the Depositary at one of its addresses set forth in the Letter of Transmittal before the Offer expires: (a) the Letter of Transmittal, properly completed and duly executed; and (b) any other documents required by the Letter of Transmittal.
- If your Shares are held in "street" name and are being tendered by book-entry transfer, the following must be received by the Depositary at one of its addresses set forth in the Letter of Transmittal before the Offer expires: (a) a Book-Entry Confirmation (as defined under Section 2 — "Acceptance for Payment and Payment for Shares"); (b) the Letter of Transmittal, properly completed and duly executed, or an Agent's Message (as defined under Section 2 — "Acceptance for Payment and Payment for Shares"); and (c) any other documents required by the Letter of Transmittal.
- If you cannot complete the procedure for delivery by book-entry transfer on a timely basis, or you otherwise cannot deliver all required documents to the Depositary before the Offer expires, you may be able to tender your Shares using the enclosed Notice of Guaranteed Delivery. For the tender to be valid, however, the Depositary must receive the Notice of Guaranteed Delivery prior to the Expiration Time and must then receive the missing items within three NASDAQ trading days after the date of execution of such Notice of Guaranteed Delivery. Please contact the Information Agent for assistance.
- If you hold Shares through a broker, dealer, commercial bank, trust company or other nominee, you must contact your broker, dealer, commercial bank, trust company or other nominee and give instructions that your Shares be tendered.

See Section 3 — "Procedures for Accepting the Offer and Tendering Shares."

Until what time may I withdraw previously tendered Shares?

You may properly withdraw your previously tendered Shares at any time until the Expiration Time. In addition, pursuant to Section 14(d)(5) of the Exchange Act, Shares may be withdrawn at any time after January 17, 2017, which is the 60th day after the date of the commencement of the Offer, unless prior to that date

we have accepted for payment the Shares validly tendered in the Offer. There will be no withdrawal rights during the Subsequent Offering Period; any Shares tendered during the Subsequent Offering Period will immediately be accepted and promptly paid for.

See Section 4 — "Withdrawal Rights."

How do I withdraw previously tendered Shares?

To properly withdraw previously tendered Shares, you must deliver a written notice of withdrawal with the required information (as specified in this Offer to Purchase and in the related Letter of Transmittal) to the Depositary at any time at which you have the right to withdraw Shares. If you tendered Shares by giving instructions to a broker, dealer, commercial bank, trust company or other nominee, you must instruct such broker, dealer, commercial bank, trust company or other nominee to arrange for the withdrawal of your Shares and such broker, dealer, commercial bank, trust company or other nominee must effectively withdraw such Shares at any time at which you have the right to withdraw your Shares. There will be no withdrawal rights during the Subsequent Offering Period and any Shares tendered during the Subsequent Offering Period will immediately be accepted and promptly paid for.

See Section 4 — "Withdrawal Rights."

If I decide not to tender, how will the Offer affect my Shares and what will happen to NXP?

After the Offer Closing, we intend to cause NXP to terminate the listing of the Shares on NASDAQ. As a result, we anticipate that there will not be an active trading market for the Shares. In addition, after the Offer Closing, we intend to cause NXP to terminate the registration of Shares under the Exchange Act as promptly as practicable and take steps to cause the suspension of its reporting obligations with respect to the Shares with the SEC. As a result, with respect to the Shares, NXP would no longer be required to make filings with the SEC or otherwise comply with the rules of the SEC relating to foreign publicly held companies. Furthermore, the ability of "affiliates" of NXP and persons holding "restricted securities" of NXP to dispose of such securities pursuant to Rule 144 promulgated under the Securities Act of 1933 (as amended, and together with the rules and regulations promulgated thereunder, the "Securities Act"), may be impaired or eliminated.

If the Post-Closing Reorganization is consummated, it is anticipated that NXP shareholders who do not tender their Shares pursuant to the Offer (or during the Subsequent Offering Period) will be offered or will receive the same consideration for their Shares as those NXP shareholders who tendered their Shares pursuant to the Offer (or during the Subsequent Offering Period), without interest and less applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*)). However, in the Compulsory Acquisition, while Purchaser will request, and it is expected that, the per Share price paid in the Compulsory Acquisition be equal to the Offer Consideration, the Dutch Court has the sole discretion to determine the price to be paid for the Shares, which may be greater, equal to or less than the Offer Consideration (with such price being increased by the statutory interest rate applicable in The Netherlands (currently two percent per annum) for the period beginning on the date the number of Shares owned by us and our affiliates represents at least 95% of the then outstanding Shares and ending on the date we pay for the Shares then owned by the non-tendering NXP shareholders). As a result of the Post-Closing Reorganization, NXP will be liquidated or become wholly owned by us.

The applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*)) or other taxes, if any, imposed on NXP shareholders who do not tender their Shares pursuant to the Offer (or during the Subsequent Offering Period) may be different from, and greater than, the taxes imposed upon such NXP shareholders had they tendered their Shares pursuant to the Offer (or during the Subsequent Offering Period) or if their Shares had been acquired by Purchaser in the Compulsory Acquisition. If, in connection with the Post-Closing Reorganization, it is decided that NXP will be dissolved and liquidated, Dutch dividend withholding tax

will (except to the extent a shareholder qualifies for an exemption or reduction) be due at the statutory rate of 15% to the extent that the amount of the Second Step Distribution exceeds the average paid-in capital of the Shares as recognized for purposes of Dutch dividend withholding tax purposes. As a result, the net amount received by NXP shareholders in the Second Step Distribution for Shares that are not tendered in the Offer may be lower than the amount that they would have received had they tendered their Shares pursuant to the Offer (or during the Subsequent Offering Period) or if their Shares had been acquired by Purchaser in the Compulsory Acquisition. The net amount received will depend on each NXP shareholder's individual corporate income tax or personal income tax circumstances and the amount of any applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*)) and any relief from such withholding taxes in the form of an exemption, reduction, refund or credit that may be available.

In addition, if the Offer and the Post-Closing Reorganization are completed, another difference to you between tendering your Shares and not tendering your Shares pursuant to the Offer is that you may be paid earlier if you tender your Shares pursuant to the Offer.

See the "Introduction" to this Offer to Purchase, Section 5B — "Certain Dutch Tax Aspects of the Offer and Post-Closing Reorganization," Section 11 — "The Purchase Agreement; Other Agreements," Section 12 — "Purpose of the Offer; Plans for NXP" and Section 13 — "Certain Effects of the Offer."

What is the market value of my Shares as of a recent date?

The Offer Consideration of $110.00 per Share represents a premium of approximately 33.8% over the reported closing price of $82.24 per Share on NASDAQ on September 28, 2016, the last full trading day before it was publicly reported that Qualcomm and NXP were in discussions regarding a potential transaction. On October 26, 2016, the last full trading day prior to the public announcement of the signing of the Purchase Agreement, the reported closing price of the Shares on NASDAQ was $98.66 per Share. On November 17, 2016, the last full trading day before the commencement of the Offer, the reported closing price of the Shares on NASDAQ was $98.06 per Share.

We advise you to obtain a recent quotation for Shares in deciding whether to tender your Shares in the Offer. See Section 6 — "Price Range of Shares; Dividends."

See Section 6 — "Price Range of Shares; Dividends."

Will I have appraisal rights in connection with the Offer?

The NXP shareholders are not entitled under Dutch law or otherwise to appraisal rights with respect to the Offer. However, in the event that after the Subsequent Offering Period, we and our affiliates hold fewer than 100% but at least 95% of the then outstanding Shares (the "Compulsory Acquisition Threshold"), we intend to, or intend to cause our designee to, subject to the approval of the Asset Sale Resolutions by the NXP shareholders at the EGM, effect the Post-Closing Reorganization by means of the Asset Sale followed by the commencement of the Compulsory Acquisition proceeding pursuant to which it will acquire all Shares held by non-tendering NXP shareholders in accordance with Section 2:92a or Section 2:201a of the Dutch Civil Code. In the Compulsory Acquisition proceeding, while we will request, and it is expected that, the per Share price paid in the Compulsory Acquisition be equal to the Offer Consideration, the Dutch Court has sole discretion to determine the per Share price, which may be greater than, equal to or less than the Offer Consideration, with such price being increased by the statutory interest rate applicable in The Netherlands (currently two percent per annum) for the period beginning on the date the number of Shares owned by us and our affiliates represents at least 95% of the then outstanding Shares and ending on the date we pay for the Shares then owned by the non-tendering NXP shareholders). The non-tendering NXP shareholders do not have the right to commence a Compulsory Acquisition proceeding to oblige us to buy their Shares.

See Section 17 — "Appraisal Rights."

What will happen to my equity awards in the Offer?

At the Offer Closing, and without any further action on the part of Purchaser, Parent, NXP, any holder of any outstanding restricted stock unit or any holder of any outstanding performance-based restricted stock unit, as applicable, or any other person, each outstanding award of restricted stock units in respect of NXP Shares that are subject to only time- or service-based vesting (each, a "NXP RSU") and restricted stock units in respect of NXP Shares that are subject, in whole or in part, to vesting based on the achievement of one or more performance goals, notwithstanding that the vesting of such restricted stock unit may also be conditioned upon the continued service of the holder thereof (each, a "NXP PSU"), which are either vested or vest solely as a result of the completion of the transactions contemplated by the Purchase Agreement, will be canceled in exchange for an amount in cash (without interest and less any applicable withholding taxes and other applicable deductions due) equal to the product of (x) the Offer Consideration multiplied by (y) the total number of Shares subject to such NXP RSU or NXP PSU, as applicable.

At the Offer Closing, and without any further action on the part of Purchaser, Parent, NXP, any holder of any outstanding NXP RSU, each outstanding award of unvested NXP RSUs, or any other person, will be converted into an equity award subject to the same terms and conditions (including vesting, acceleration, and forfeiture provisions) as applied to such NXP RSU immediately prior to the Offer Closing, with respect to a number of shares of common stock, par value $0.0001 per share, of Parent (the "Parent Shares") (rounded down to the nearest whole share) equal to the product of (x) the total number of Shares subject to such NXP RSU multiplied by (y) the Equity Award Adjustment Ratio. The "Equity Award Adjustment Ratio" is equal to (1) the Offer Consideration divided by (2) the average closing price of Parent Shares on NASDAQ for the 20 consecutive trading days ending on the trading day immediately preceding the Offer Closing, rounded to the nearest one ten thousandth. (With respect to any fractional share that was rounded down in respect of any such NXP RSU, the holder will be entitled to receive an amount in cash, without interest and less any applicable withholding taxes and other applicable deductions due, equal to the product obtained by multiplying the (x) Offer Consideration by (y) such fractional share.)

At the Offer Closing, and without any further action on the part of Purchaser, Parent, NXP, any holder of any outstanding NXP PSU, each outstanding award of unvested NXP PSUs, or any other person, will be converted into an equity award with respect to a number of Parent Shares (rounded down to the nearest whole share) equal to the product of (x) the total number of Shares subject to such NXP PSU multiplied by (y) the Equity Award Adjustment Ratio. Any NXP PSUs that are so converted will thereafter be subject to the same terms and conditions as were applicable to the related NXP PSU immediately prior to the Offer Closing, except that as of the Offer Closing the performance metrics will no longer apply and the award will be subject to time- or service-based vesting on the applicable dates on which it would have vested in accordance with the terms thereof in effect prior to the Offer Closing had the applicable performance criteria (including any "catch-up" performance criteria) been fully achieved, subject to the acceleration and forfeiture upon termination of employment or service in accordance with the applicable terms of the award. (With respect to any fractional share that was rounded down in respect of any such NXP PSU, the holder will be entitled to receive an amount in cash, without interest and less any applicable withholding taxes and other applicable deductions due, equal to the product obtained by multiplying (x) the Offer Consideration by (y) such fractional share.)

At the Offer Closing, and without any further action on the part of Purchaser, Parent, NXP, any holder of any outstanding option, or any other person, each outstanding option granted by NXP to acquire Shares (each, a "NXP Option") that is either vested or vests solely as a result of the completion of the transactions contemplated by the Purchase Agreement will be canceled in exchange for an amount in cash (without interest and less any applicable withholding taxes and other applicable deductions due) equal to the product of (x) the excess, if any, of the Offer Consideration over the applicable per share exercise price of such NXP Option multiplied by (y) the number of Shares subject to such NXP Option.

At the Offer Closing, and without any further action on the part of Purchaser, Parent, NXP, any holder of any NXP Option, or any other person, each outstanding unvested NXP Option will be converted into an option to purchase, subject to the same terms and conditions (including time or service-based-vesting, acceleration, and forfeiture provisions) as applied to such NXP Option as immediately prior to the Offer Closing, a number of Parent Shares (rounded down to the nearest whole share) equal to (a) the number of Shares subject to such NXP Option multiplied by (b) the Equity Award Adjustment Ratio, with an exercise price per share (rounded up to the nearest whole cent) equal to (1) the per share exercise price for which such NXP Option was exercisable immediately prior to the Offer Closing divided by (2) the Equity Award Adjustment Ratio.

See Section 11 — "The Purchase Agreement; Other Agreements — Purchase Agreement — Treatment of Equity Awards."

What are the material U.S. federal income tax consequences of tendering Shares for U.S. shareholders?

The receipt of cash in exchange for your Shares pursuant to the Offer (or during the Subsequent Offering Period) or the Post-Closing Reorganization generally will be a taxable transaction for U.S. federal income tax purposes and may also be a taxable transaction under applicable state, local or non-U.S. income or other tax laws.

We urge you to consult your own tax advisor as to the particular tax consequences to you of the Offer and the Post-Closing Reorganization.

See Section 5A — "Certain Material U.S. Federal Income Tax Consequences" for a more detailed discussion of the U.S. federal income tax consequences of the Offer, the Asset Sale and the Post-Closing Reorganization for certain U.S. shareholders.

What are the material Dutch tax consequences of having my Shares accepted for payment in the Offer?

For non-Dutch resident NXP shareholders who or that:

(a) do not have, nor are deemed not to have, directly or indirectly, a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in NXP;

(b) in the case of non-Dutch resident NXP shareholders that are not individuals, (i) do not derive profits from an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in The Netherlands to which permanent establishment or permanent representative the Shares are attributable, or (ii) are not, other than by way of securities, entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise, which is effectively managed in The Netherlands and to which enterprise the Shares are attributable; or

(c) in the case of non-Dutch resident NXP shareholders that are individuals, (i) do not derive profits from an enterprise or an interest in an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in The Netherlands to which permanent establishment or permanent representative the Shares are attributable, or (ii) do not realize income or gains with respect to the Shares that qualify as income from miscellaneous activities in The Netherlands, which include activities with respect to the Shares that exceed regular, active portfolio management, or (iii) are not, other than by way of securities, entitled to a share in the profits of an enterprise that is effectively managed in The Netherlands and to which enterprise the Shares are attributable;

any gains realized as a result of the tendering of your Shares pursuant to the Offer (or during the Subsequent Offering Period) or pursuant to the Post-Closing Reorganization will generally not be subject to Dutch corporate or personal income tax.

Depending on the circumstances, Dutch resident NXP shareholders and certain non-Dutch resident NXP shareholders may be subject to Dutch corporate or personal income tax on any gains realized pursuant to the Offer or the Post-Closing Reorganization. See Section 5B — "Certain Dutch Tax Aspects of the Offer and Post-Closing Reorganization" for a more detailed discussion of the Dutch tax consequences of the Offer.

If, subsequent to the Asset Sale and in connection with the Post-Closing Reorganization, it is decided that NXP will be dissolved and liquidated, Dutch dividend withholding tax (*dividendbelasting*) will be due at the statutory rate of 15% to the extent that the amount of the Second Step Distribution exceeds the average paid-in capital on the Shares as recognized for Dutch dividend withholding tax purposes subject to any exemption, reduction or refund that may be available to a NXP shareholder. As a result, the net amount received by NXP shareholders in the Second Step Distribution for Shares that are not tendered in the Offer may be lower than the amount that they would have received had they tendered their Shares pursuant to the Offer (or during the Subsequent Offering Period) or if their Shares had been acquired by Purchaser in the Compulsory Acquisition. See Section 5B — "Certain Dutch Tax Aspects of the Offer and Post-Closing Reorganization" for a more detailed discussion of the Dutch tax consequences of the Post-Closing Reorganization.

We urge you to consult your own tax advisor as to the particular Dutch tax consequences to you of the Offer and the Post-Closing Reorganization.

Who should I call if I have questions about the Offer?

You may call Innisfree M&A Incorporated, the Information Agent, toll free at (888) 750-5834 (for shareholders) or collect at (212) 750-5833 (for banks and brokers). Innisfree M&A Incorporated is acting as the information agent for the Offer. See the back cover of this Offer to Purchase for additional contact information.

INTRODUCTION

To the Holders of Common Shares of NXP Semiconductors N.V.:

Qualcomm River Holdings B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of The Netherlands ("Purchaser") and an indirect, wholly owned subsidiary of QUALCOMM Incorporated, a Delaware corporation ("Qualcomm" or "Parent"), is offering to purchase all of the outstanding common shares, par value €0.20 per share (the "Shares"), of NXP Semiconductors N.V., a public limited liability company (*naamloze vennootschap*) organized under the laws of The Netherlands ("NXP"), at a purchase price of $110.00 per Share, less any applicable withholding taxes and without interest, to the holders thereof, payable in cash (the "Offer Consideration"), upon the terms and subject to the conditions set forth in this Offer to Purchase (the "Offer to Purchase") and in the related Letter of Transmittal (the "Letter of Transmittal" and, together with this Offer to Purchase, as each may be amended or supplemented from time to time, "Offer").

The Offer is being made pursuant to a Purchase Agreement, dated as of October 27, 2016 (as it may be amended from time to time, the "Purchase Agreement"), by and between Purchaser and NXP. Unless the Offer is earlier terminated, the Offer will expire at 5:00 p.m., New York City time, on February 6, 2017 (the "Expiration Time," unless the Offer is extended in accordance with the Purchase Agreement, in which event "Expiration Time" will mean the latest time and date at which the Offer, as so extended by Purchaser, will expire).

The Purchase Agreement provides, among other things, that, subject to the terms and conditions set forth therein, Purchaser will, at or as promptly as practicable following the Expiration Time (but in any event within two business days of the Expiration Time), accept for payment and, at or as promptly as practicable following the time of acceptance of Shares for payment (the "Acceptance Time") (but in any event within three business days of the Acceptance Time), pay for all Shares validly tendered and not properly withdrawn pursuant to the Offer as of the Acceptance Time (such time of payment, the "Offer Closing"). It is expected that following the Offer Closing, the listing of the Shares on the NASDAQ Global Select Market ("NASDAQ") will be terminated, NXP will no longer be a publicly traded company, and the Shares will be deregistered under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), resulting in the cessation of NXP's reporting obligations with respect to the Shares with the United States Securities and Exchange Commission (the "SEC").

Tendering shareholders who are record owners of their Shares and who tender directly to American Stock Transfer & Trust Company, LLC (the "Depositary") will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by Purchaser pursuant to the Offer. Shareholders who hold their Shares through a broker, dealer, commercial bank, trust company or other nominee should consult such broker, dealer, commercial bank, trust company or other nominee as to whether it charges any service fees or commissions.

The Offer is conditioned upon, among other things, (a) the absence of a termination of the Purchase Agreement in accordance with its terms and (b) the satisfaction or waiver (to the extent permitted by the Purchase Agreement and applicable law) of the following as of the scheduled Expiration Time: (i) the Minimum Condition, (ii) the Antitrust Clearance Condition, (iii) the Restraints Condition, (iv) the Pre-Closing Reorganization Condition and (v) the Material Adverse Effect Condition, each as defined below.

The "Minimum Condition" requires that there have been validly tendered pursuant to the Offer and not properly withdrawn a number of Shares (excluding Shares tendered pursuant to guaranteed delivery procedures that have not yet been delivered in settlement or satisfaction of such guarantee prior to the Expiration Time) that, together with the Shares then owned by Purchaser and its affiliates, represents at least 95% of the outstanding Shares as of the Expiration Time, provided that (x) if NXP shareholders at the EGM (as defined below) approve the Asset Sale Resolutions (as defined below), the required threshold will be reduced to 80% and (y) Purchaser, with NXP's prior written consent (not to be unreasonably withheld conditioned or delayed), may reduce the required threshold to a percentage not less than 70%.

The "Antitrust Clearance Condition" requires (i) the expiration or termination of any applicable waiting period (and extensions thereof) applicable to the Offer and the other transactions contemplated by the Purchase Agreement under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and Council Regulation (EC) No. 139/2004 of the European Union, as amended (the "EU Merger Regulation"), (ii) the receipt of all required clearances or approvals under other applicable regulatory or antitrust laws and (iii) any such clearances or approvals will not impose a condition or require a remedy that Purchaser is not required to accept pursuant to the Purchase Agreement.

The "Restraints Condition" requires that there is not in effect any law, regulation, order, or injunction entered, enacted, promulgated, enforced or issued by any court or other governmental authority of competent jurisdiction (i) prohibiting, rendering illegal or enjoining the consummation of the transactions contemplated by the Purchase Agreement or (ii) imposing a condition or requiring a remedy that Purchaser is not required to accept pursuant to the Purchase Agreement.

The "Pre-Closing Reorganization Condition" requires that certain NXP internal reorganization steps and related dispositions are completed in all material respects as of the Expiration Time.

The "Material Adverse Effect Condition" requires that no fact, change, event, development, occurrence or effect has occurred following the date of the Purchase Agreement that, individually or in the aggregate, would have or reasonably be expected to have a Company Material Adverse Effect (as defined in the Purchase Agreement).

The Offer is not subject to a financing condition but is subject to other conditions as described in this Offer to Purchase. See Section 15 — "Certain Conditions of the Offer."

After careful consideration, the board of directors (*bestuur*) of NXP (the "NXP Board") unanimously (a) determined that the Purchase Agreement and the transactions contemplated thereby (other than certain transactions that could take place after the completion of the Offer and, in accordance with the terms of the Purchase Agreement, would require the prior consent of NXP or the Independent Directors (as defined below) (the "Designated Post-Offer Transactions")) are in the best interests of NXP, its business and its shareholders, employees and other relevant stakeholders and (b) approved and adopted the Purchase Agreement and approved the transactions contemplated thereby (other than the Designated Post-Offer Transactions).

The NXP Board unanimously recommends that NXP shareholders accept the Offer and tender their Shares in the Offer. Furthermore, the NXP Board unanimously recommends that you vote "for" each of the items that contemplate a vote of NXP shareholders at the extraordinary general meeting of NXP shareholders scheduled to be held on January 27, 2017 at 1:30 p.m., Central European Time, at the corporate office of NXP, High Tech Campus 60, 5656 AG, Eindhoven, The Netherlands (the "EGM"). At the EGM, NXP shareholders will be requested to vote on (1) the Asset Sale (as defined below) and the Second Step Transaction (as defined below) (collectively, the "Asset Sale Resolutions"), (2) the appointment of the liquidator following the consummation of the Asset Sale and subject to the Compulsory Acquisition Threshold (as defined below) not having been achieved, (3) the appointment of directors designated by Purchaser to the NXP Board and (4) other matters contemplated by the Purchase Agreement.

A more complete description of the NXP Board's reasons for authorizing and approving the Purchase Agreement and the transactions contemplated thereby, including the Offer, the Asset Sale and the Post-Closing Reorganization (as defined below), is set forth in NXP's Solicitation/Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9") that is being furnished to NXP shareholders in connection with the Offer.

Following the Acceptance Time in accordance with the Purchase Agreement, Purchaser will provide for a subsequent offering period of at least 10 business days in accordance with Rule 14d-11 under the Exchange Act

(the "Subsequent Offering Period"). In the event that prior to the expiration of the Subsequent Offering Period, Purchaser elects to effectuate the Asset Sale and, following such Asset Sale, the Second Step Transaction and the Second Step Distribution (as defined below), on the one hand, or the Asset Sale and the Compulsory Acquisition (as defined below), on the other hand, Purchaser will extend the Subsequent Offering Period for at least five business days. **Under no circumstances will interest be paid on the Offer Consideration paid pursuant to the Offer, regardless of any extension of the Offer, the Subsequent Offering Period, or any delay in making payment for Shares.**

As promptly as practicable following the closing of the Subsequent Offering Period, Purchaser intends to complete a corporate reorganization of NXP and its subsidiaries (the "Post-Closing Reorganization"). The Post-Closing Reorganization will utilize processes available to Purchaser under Dutch law to ensure that (a) Purchaser becomes the owner of all of NXP's business operations from and after the consummation of the Post-Closing Reorganization and (b) any NXP shareholders who do not tender their Shares pursuant to the Offer (or during the Subsequent Offering Period) are offered or receive the same consideration for their Shares as those shareholders who tendered their Shares pursuant to the Offer (or during the Subsequent Offering Period), without interest and less applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*)) (provided, however, that in the Compulsory Acquisition, while Purchaser will request, and it is expected that, the per Share price paid in the Compulsory Acquisition be equal to the Offer Consideration, the Dutch Court (as defined below) has sole discretion to determine the price to be paid for the Shares, which may be greater, equal to or less than the Offer Consideration), with such price being increased by the statutory interest rate applicable in The Netherlands (currently two percent per annum) for the period beginning on the date the number of Shares owned by Purchaser and its affiliates represents at least 95% of the then outstanding Shares and ending on the date Purchaser pays for the Shares then owned by the non-tendering NXP shareholders. As a result of the Post-Closing Reorganization, NXP will either be liquidated or become wholly owned by Purchaser.

Purchaser intends to, or intends to cause its designee to, subject to the approval of the Asset Sale Resolutions by the NXP shareholders at the EGM, (a) initiate the Post-Closing Reorganization by means of a sale of all or substantially all of the assets of NXP to, and the transfer to or assumption of all or substantially all the liabilities of NXP by, Purchaser or its designee (the "Asset Sale") and (b) following the consummation of the Asset Sale, depending on the percentage of the outstanding Shares held by Purchaser and its affiliates as of the closing of the Subsequent Offering Period, complete the Post-Closing Reorganization by either the Second Step Transaction or the Compulsory Acquisition.

If the number of Shares tendered pursuant to the Offer and not properly withdrawn (including Shares validly tendered during the Subsequent Offering Period), together with the Shares then owned by Purchaser and its affiliates, represents fewer than 95% but at least 80% of the then outstanding Shares, the consideration paid by Purchaser to NXP in the Asset Sale would be a combination of cash (in an aggregate amount equal to the Offer Consideration multiplied by the total number of Shares held by non-tendering NXP shareholders as of the expiration of the Subsequent Offering Period) and a note payable (in an aggregate amount equal to the Offer Consideration multiplied by the total number of Shares held by Purchaser and its affiliates as of the expiration of the Subsequent Offering Period) and, upon consummation of the Asset Sale, (a) NXP will hold only the cash and the note received in the Asset Sale, (b) Purchaser would own all of NXP's business operations and would be the principal shareholder in NXP and (c) the non-tendering NXP shareholders would continue to own Shares representing, in the aggregate, a minority of the Shares then outstanding. Purchaser would then complete the Post-Closing Reorganization by causing NXP to be dissolved and liquidated in accordance with applicable Dutch procedures (the "Second Step Transaction"), with Purchaser providing an indemnity or guarantee to the liquidator for any deficit in the estate of NXP to enable the liquidator to make an advance liquidation distribution in cash (the "Second Step Distribution") to each non-tendering NXP shareholder in an amount equal to the Offer Consideration, without interest and less applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*)), for each Share then owned.

If the number of Shares tendered pursuant to the Offer and not properly withdrawn (including Shares validly tendered during the Subsequent Offering Period), together with the Shares then owned by Purchaser and its

affiliates, represents fewer than 100% but at least 95% of the then outstanding Shares (the "Compulsory Acquisition Threshold"), the consideration paid by Purchaser to NXP in the Asset Sale would be a note payable in an aggregate amount equal to the Offer Consideration multiplied by the total number of Shares outstanding as of the expiration of the Subsequent Offering Period and, upon consummation of the Asset Sale, (a) NXP will hold only the note received in the Asset Sale, (b) Purchaser would own all of NXP's business operations and would be the principal shareholder in NXP and (c) the non-tendering NXP shareholders would continue to own Shares representing, in the aggregate, a minority of the Shares then outstanding. Purchaser would then complete the Post-Closing Reorganization by commencing a statutory proceeding before the Enterprise Chamber (*Ondernemingskamer*) of the Amsterdam Court of Appeals (*Gerechtshof Amsterdam*) (the "Dutch Court") for the compulsory acquisition (*uitkoopprocedure*) (the "Compulsory Acquisition") of Shares held by non-tendering NXP shareholders in accordance with Section 2:92a or Section 2:201a of the Dutch Civil Code. While Purchaser will request, and it is expected that, the per Share price paid in the Compulsory Acquisition be equal to the Offer Consideration, the Dutch Court has sole discretion to determine the per Share price, which may be greater, equal to or less than the Offer Consideration, with such price being increased by the statutory interest rate applicable in The Netherlands (currently two percent per annum) for the period beginning on the date the number of Shares owned by Purchaser and its affiliates represents at least 95% of the then outstanding Shares and ending on the date Purchaser pays for the Shares then owned by the non-tendering NXP shareholders. Upon execution (*tenuitvoerlegging*) of the Dutch Court's ruling in the Compulsory Acquisition, each non-tendering NXP shareholder will receive the Dutch Court-determined per Share price and Purchaser will become the sole shareholder of NXP.

If Purchaser determines it is not reasonably practicable (which will be deemed to include adverse tax consequences) to cause the Post-Closing Reorganization to be undertaken in a manner described above, it will use reasonable best efforts to cause the Post-Closing Reorganization in a different manner with the prior approval of the NXP and the independent directors of NXP (the "Independent Directors"). The Compulsory Acquisition, the Asset Sale and Second Step Transaction have been unanimously approved by the NXP Board (including the Independent Directors).

The governance of NXP and role of the Independent Directors following the Offer Closing are described in Section 12 — "Purpose of the Offer; Plans for NXP."

It is possible that Purchaser may not be able to implement any proposed Post-Closing Reorganization promptly after the consummation of the Offer, that such Post-Closing Reorganization may be delayed or that such Post-Closing Reorganization may not be able to take place at all. Any Post-Closing Reorganization could be the subject of litigation, and a court could delay the Post-Closing Reorganization or prohibit it from occurring on the terms described in this Offer to Purchase, or from occurring at all. Moreover, even if Purchaser is able to effect any proposed Post-Closing Reorganization, the consideration that NXP shareholders receive therein may be substantially lower and/or different in form than the consideration that they would have received had they tendered their Shares in the Offer (and they may also be subject to additional taxes).

Certain material U.S. federal income tax consequences and Dutch law income tax consequences of the sale of Shares pursuant to the Offer and pursuant to the Post-Closing Reorganization are described in Section 5 —"Certain Tax Consequences." **The applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*)) and other taxes, if any, imposed on NXP shareholders in respect of the Second Step Distribution may be different from, and greater than, the taxes imposed upon such NXP shareholders had they tendered their Shares pursuant to the Offer (or during the Subsequent Offering Period) or if their Shares had been acquired by Purchaser in the Compulsory Acquisition.** For example, except to the extent such payments are eligible for an exemption, if any, NXP will be obligated to withhold Dutch dividend withholding tax in respect of the Offer Consideration if it is paid as a liquidation distribution or a distribution on Shares not tendered and purchased pursuant to the Offer (or during the Subsequent Offering Period) or acquired by Purchaser in the Compulsory Acquisition, while no Dutch dividend withholding tax will be due or withheld in respect of the Offer Consideration payable by Purchaser for Shares tendered and purchased pursuant to the Offer

(or during the Subsequent Offering Period). As a result, the net amount received by a NXP shareholder in the Second Step Distribution for Shares that are not tendered and purchased in the Offer (or during the Subsequent Offering Period) or the Compulsory Acquisition may be materially lower than the amount that would have been received by that NXP shareholder had such shareholder tendered and transferred his or her Shares pursuant to the Offer (or during the Subsequent Offering Period) or if their Shares had been acquired by Purchaser in the Compulsory Acquisition. **Shareholders are urged to consult with their tax advisers with regard to the tax consequences of tendering their shares pursuant to the Offer and the Post-Closing Reorganization.** See Section 5B — "Certain Dutch Tax Aspects of the Offer and Post-Closing Reorganization."

This Offer to Purchase does not constitute a solicitation of proxies, and Purchaser is not soliciting proxies in connection with the Offer. Proxies may be solicited by NXP from its shareholders in connection with the EGM, and you should consult and read carefully any materials provided to you by NXP in connection with the EGM.

This Offer to Purchase and the Letter of Transmittal contain important information that should be read carefully before any decision is made with respect to the Offer.

THE TENDER OFFER

1. Terms of the Offer.

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), we will, promptly after the Expiration Time (but in any event within two business days of the Expiration Time), accept for payment all Shares validly tendered pursuant to the Offer and not properly withdrawn (as permitted under Section 4 — "Withdrawal Rights") and, promptly after the Acceptance Time (but in any event within three business days of the Acceptance Time), pay for all such Shares. Unless the Offer is earlier terminated, the Offer will expire at 5:00 p.m., New York City time, on February 6, 2017 (unless the Offer is extended as described below).

The Offer is conditioned upon, among other things, (a) the absence of a termination of the Purchase Agreement in accordance with its terms and (b) the satisfaction or waiver (to the extent permitted by the Purchase Agreement and applicable law) of the following as of the scheduled Expiration Time: (i) the Minimum Condition, (ii) the Antitrust Clearance Condition, (iii) the Restraints Condition, (iv) the Pre-Closing Reorganization Condition and (v) the Material Adverse Effect Condition.

The Offer is not subject to a financing condition but is subject to other conditions as described in this Offer to Purchase. See Section 15 — "Certain Conditions of the Offer."

Subject to Purchaser's right to terminate the Purchase Agreement in accordance with its terms, Purchaser has agreed in the Purchase Agreement that it will extend the Offer:

- for the minimum period required by applicable law, the SEC or the rules of NASDAQ; and
- on one or more occasions in consecutive periods of 10 business days each (or such other duration as Purchaser and NXP may agree) if, at any then-scheduled Expiration Time, any condition to the Offer has not been satisfied or waived, in order to permit satisfaction of such condition; except that:
    - if Purchaser determines in good faith, after consultation with outside legal counsel, that at any then-scheduled Expiration Time occurring on or before April 25, 2017, the Antitrust Clearance Condition is not reasonably likely to be satisfied within such 10 business day extension period, then Purchaser will be permitted to extend the Offer on such occasion for up to 20 business days;
    - if the sole remaining unsatisfied condition to the Offer is the Minimum Condition, Purchaser will not be required to extend the Offer for more than two occasions in consecutive periods of 10 business days each (or such other duration as Purchaser and NXP may agree); and
    - Purchaser is not required to extend the Offer beyond October 27, 2017 (subject to automatic extension to January 25, 2018 and April 25, 2018, respectively, if, at each such date, all conditions to the closing have been satisfied, other than the Antitrust Clearance Condition) (such date, including any automatic extension thereof, the "End Date").

If Purchaser extends the Offer, such extension will extend the time that you will have to tender (or withdraw) your Shares.

Subject to the applicable rules and regulations of the SEC, Purchaser expressly reserves the right at any time prior to the Expiration Time to waive, in whole or in part, any condition to the Offer and to make any change in the terms of or conditions to the Offer. However, Purchaser will not (without the prior written consent of NXP): (a) waive or change the Minimum Condition (except to the extent permitted under the Purchase Agreement); (b) decrease the Offer Consideration; (c) change the form of consideration to be paid in the Offer; (d) decrease the number of Shares sought in the Offer; (e) extend or otherwise change the Expiration Time except as provided in the Purchase Agreement; or (f) impose additional conditions to the Offer or otherwise amend, modify or supplement any of the conditions to the Offer or terms of the Offer in a manner adverse to NXP shareholders.

Any extension of the Offer will be followed by a public announcement of the extension no later than 9:00 a.m., New York City time, on the next business day after the day on which the Offer was otherwise scheduled to expire. Without limiting the manner in which Purchaser may choose to make any public announcement, it currently intends to make announcements regarding the Offer by issuing a press release and making an appropriate filing with the SEC.

If Purchaser extends the Offer, is delayed in its acceptance for payment of or payment (whether before or after its acceptance for payment for Shares) for Shares or is unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to its rights under the Offer and the Purchase Agreement, the Depositary may retain tendered Shares on Purchaser's behalf, and such Shares may not be withdrawn except to the extent that tendering shareholders are entitled to withdrawal rights as described in this Offer to Purchase under Section 4 — "Withdrawal Rights." However, Purchaser's ability to delay the payment for Shares that it has accepted for payment is limited by Rule 14e-1(c) under the Exchange Act, which requires Purchaser to promptly pay the consideration offered or return the securities deposited by or on behalf of shareholders promptly after the termination or withdrawal of the Offer.

If, subject to the terms of the Purchase Agreement, Purchaser makes a material change in the terms of the Offer or the information concerning the Offer or if Purchaser waives a material condition of the Offer, Purchaser will disseminate additional tender offer materials and extend the Offer if and to the extent required by Rules 14d-4(d)(1), 14d-6(c) and 14e-1 under the Exchange Act. The minimum period during which an offer must remain open following material changes in the terms of the Offer or information concerning the Offer, other than a change in price or a change in percentage of securities sought, will depend upon the facts and circumstances, including the relative materiality of the terms or information changes. Purchaser understands that in the SEC's view, an offer should remain open for a minimum of five business days from the date the material change is first published, sent or given to shareholders, and with respect to a change in price or a change in percentage of securities sought, a minimum 10 business day period generally is required to allow for adequate dissemination to shareholders and investor response.

If, on or before the Expiration Time, Purchaser increases the consideration being paid for Shares accepted for payment in the Offer, such increased consideration will be paid to all shareholders whose Shares are purchased in the Offer, whether or not such Shares were tendered before the announcement of the increase in consideration.

Following the Expiration Time, Purchaser intends to provide for a Subsequent Offering Period of at least 10 business days in accordance with Rule 14d-11 under the Exchange Act and in accordance with the Purchase Agreement. In the event that prior to the expiration of the Subsequent Offering Period, Purchaser elects to effectuate the Asset Sale, the Second Step Transaction and the Second Step Distribution, on the one hand, or the Asset Sale and the Compulsory Acquisition, on the other hand, Purchaser will extend the Subsequent Offering Period for at least five business days. For purposes of the Offer, a "business day" means a day, other than Saturday, Sunday or other day on which commercial banks in Amsterdam, The Netherlands or New York, New York, United States are authorized or required by applicable law to close. The Subsequent Offering Period is not an extension of the Offer. The Subsequent Offering Period would be an additional period of time, following the Expiration Time, in which shareholders may tender Shares not previously tendered pursuant to the Offer. Purchaser will announce additional details with respect to the Subsequent Offering Period (including any extension thereof) in accordance with applicable rules, regulations and interpretations of the SEC. There will be no withdrawal rights during the Subsequent Offering Period; any Shares tendered will immediately be accepted by Purchaser and promptly paid for. Any shares tendered during the Subsequent Offering Period will be acquired by Purchaser at the Offer Consideration, in cash, without interest and less applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*)). **Under no circumstances will interest be paid on the Offer Consideration paid pursuant to the Offer, regardless of any extension of the Offer, the Subsequent Offering Period, or any delay in making payment for Shares.**

As promptly as practicable following the closing of the Subsequent Offering Period, Purchaser intends to complete the Post-Closing Reorganization. The Post-Closing Reorganization will utilize processes available to Purchaser under Dutch law to ensure that (a) Purchaser becomes the owner of all of NXP's business operations from and after the consummation of the Post-Closing Reorganization and (b) any NXP shareholders who do not tender their Shares pursuant to the Offer (or during the Subsequent Offering Period) are offered or receive the same consideration for their Shares as those shareholders who tendered their Shares pursuant to the Offer (or during the Subsequent Offering Period), without interest and less applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*)) (provided, however, that in the Compulsory Acquisition, while Purchaser will request, and it is expected that, the per Share price paid in the Compulsory Acquisition be equal to the Offer Consideration, the Dutch Court has sole discretion to determine the price to be paid for the Shares, which may be greater, equal to or less than the Offer Consideration), with such price being increased by the statutory interest rate applicable in The Netherlands (currently two percent per annum) for the period beginning on the date the number of Shares owned by Purchaser and its affiliates represents at least 95% of the then outstanding Shares and ending on the date Purchaser pays for the Shares then owned by the non-tendering NXP shareholders. As a result of the Post-Closing Reorganization, NXP will either be liquidated or become wholly owned by Purchaser.

Purchaser expressly reserves the right, in its sole discretion, subject to the terms and conditions of the Purchase Agreement and the applicable rules and regulations of the SEC, not to accept for payment any Shares if, at the Expiration Time, any of the conditions to the Offer have not been satisfied. See Section 15 — "Certain Conditions of the Offer." Under certain circumstances, Purchaser may terminate the Purchase Agreement and the Offer. Without limiting the generality of the foregoing, if the Purchase Agreement is validly terminated pursuant to its terms, Purchaser will promptly (and in any event within 24 hours following such termination), irrevocably and unconditionally terminate the Offer.

NXP has provided Purchaser with NXP's shareholder list and security position listings for the purpose of disseminating this Offer to Purchase, the related Letter of Transmittal and other related materials to NXP shareholders. This Offer to Purchase and the Letter of Transmittal, together with the Schedule 14D-9, will be mailed to record holders of Shares whose names appear on NXP's shareholder list and will be furnished, for subsequent transmittal to beneficial owners of Shares, to brokers, dealers, commercial banks, trust companies and other nominees whose names, or the names of whose nominees, appear on the shareholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

2. Acceptance for Payment and Payment for Shares.

Subject to the satisfaction or waiver by Purchaser (to the extent such waiver is permitted by applicable law and the terms of the Purchase Agreement) of all the conditions to the Offer set forth in Section 15 — "Certain Conditions of the Offer," we will, promptly after the Expiration Time (but in any event within two business days of the Expiration Time), accept for payment all Shares validly tendered pursuant to the Offer and not properly withdrawn and, promptly after the Acceptance Time (but in any event within three business days of the Acceptance Time), pay for all such Shares. See Section 1 — "Terms of the Offer." During the Subsequent Offering Period, we will immediately accept for payment and promptly pay for all additional Shares tendered during such Subsequent Offering Period, subject to and in compliance with the requirements of Rule 14d-11(e) under the Exchange Act. Subject to compliance with Rule 14e-1(c) under the Exchange Act, we expressly reserve the right to delay payment for Shares in order to comply in whole or in part with any applicable law, including, without limitation, the HSR Act, the EU Merger Regulation and any other applicable foreign antitrust, competition or merger control laws. See Section 16 — "Certain Legal Matters; Regulatory Approvals."

In all cases, we will pay for Shares tendered and accepted for payment pursuant to the Offer only after timely receipt by the Depositary of (a) if you are a record holder and you hold uncertificated Shares in book-entry form on the books of NXP's transfer agent, (i) the Letter of Transmittal, properly completed and duly

executed, and (ii) any other documents required by the Letter of Transmittal and (b) if your Shares are held in "street" name and are being tendered by book-entry transfer, (i) confirmation of a book-entry transfer of such Shares ("Book-Entry Confirmation") into the Depositary's account at The Depository Trust Company (the "Book-Entry Transfer Facility") pursuant to the procedures set forth in Section 3 — "Procedures for Accepting the Offer and Tendering Shares," (ii) the Letter of Transmittal, properly completed and duly executed, with any required signature guarantees, or an Agent's Message (as defined below) in lieu of a Letter of Transmittal and (iii) any other documents required by the Letter of Transmittal. Accordingly, tendering shareholders may be paid at different times depending upon when the foregoing documents with respect to Shares are actually received by the Depositary. **Under no circumstances will interest be paid on the Offer Consideration paid pursuant to the Offer, regardless of any extension of the Offer, the Subsequent Offering Period, or any delay in making payment for Shares.**

On the terms of and subject to the conditions to the Offer, we will, promptly after the Expiration Time (but in any event within two business days of the Expiration Time), accept for payment all Shares validly tendered pursuant to the Offer and not properly withdrawn and, promptly after the Acceptance Time (but in any event within three business days of the Acceptance Time), pay for all such Shares. For purposes of the Offer, we will be deemed to have accepted for payment, and thereby purchased, Shares validly tendered pursuant to the Offer and not properly withdrawn as, if and when we give oral or written notice to the Depositary of our acceptance for payment of such Shares pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the Offer Consideration for such Shares with the Depositary, which will act as paying agent for tendering shareholders for the purpose of receiving payments from us and transmitting such payments to tendering shareholders whose Shares have been accepted for payment. If we extend the Offer, are delayed in our acceptance for payment of Shares or are unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to our rights under the Offer and the Purchase Agreement, the Depositary may retain tendered Shares on our behalf, and such Shares may not be withdrawn except to the extent that tendering shareholders are entitled to withdrawal rights as described herein under Section 4 — "Withdrawal Rights" and as otherwise required by Rule 14e-1(c) under the Exchange Act.

If any tendered Shares are not accepted for payment for any reason pursuant to the terms and conditions of the Offer, such unpurchased Shares will be returned, without expense to the tendering shareholder (or, in the case of Shares tendered by book-entry transfer into the Depositary's account at the Book-Entry Transfer Facility pursuant to the procedure set forth in Section 3 — "Procedures for Accepting the Offer and Tendering Shares," such Shares will be credited to an account maintained at the Book-Entry Transfer Facility), promptly following the expiration or termination of the Offer.

All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by Purchaser, in its sole discretion, which determination will be final and binding upon the tendering party.

Shares tendered by a Notice of Guaranteed Delivery (as defined below) will not be deemed validly tendered for purposes of satisfying the Minimum Condition unless and until the Shares to which such Notice of Guaranteed Delivery relates are delivered to the Depositary.

3. Procedures for Accepting the Offer and Tendering Shares.

Tenders. In order for Shares to be validly tendered pursuant to the Offer, the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, together with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of Transmittal) and any other documents required by the Letter of Transmittal must be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase and such Shares must be tendered pursuant to the procedure for book-entry transfer described below and a Book-Entry Confirmation must be received by the Depositary, in each case prior to the Expiration Time.

The term "Agent's Message" means a message, transmitted by the Book-Entry Transfer Facility to, and received by, the Depositary and forming a part of a Book-Entry Confirmation, stating that the Book-Entry Transfer Facility has received an express acknowledgment from the participant in the Book-Entry Transfer Facility tendering Shares that are the subject of such Book-Entry Confirmation that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Purchaser may enforce such agreement against such participant. The term "Agent's Message" also includes any hard copy printout evidencing such message generated by a computer terminal maintained at the Depositary's office.

Book-Entry Transfer. The Depositary will establish an account with respect to Shares at the Book-Entry Transfer Facility for purposes of the Offer within two business days after the date of this Offer to Purchase. Any financial institution that is a participant in the system of the Book-Entry Transfer Facility may make a book-entry delivery of Shares by causing the Book-Entry Transfer Facility to transfer such Shares into the Depositary's account at the Book-Entry Transfer Facility in accordance with the Book-Entry Transfer Facility's procedures for such transfer. However, although delivery of Shares may be effected through book-entry transfer at the Book-Entry Transfer Facility, either the Letter of Transmittal, properly completed and duly executed, together with any required signature guarantees, or an Agent's Message, and any other required documents, must, in any case, be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Time, or the tendering shareholder must comply with the guaranteed delivery procedure described below. **Delivery of documents to the Book-Entry Transfer Facility does not constitute delivery to the Depositary.**

Guarantee of Signatures. No signature guarantee is required on the Letter of Transmittal if: (a) the Letter of Transmittal is signed by the registered holder(s) (which term, for purposes of this Section 3, includes any participant in the Book-Entry Transfer Facility's system whose name appears on a security position listing as the owner of Shares) of Shares tendered therewith, unless such registered holder has completed either the box entitled "Special Delivery Instructions" or the box entitled "Special Payment Instructions" on the Letter of Transmittal; or (b) Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member of or participant in a recognized "Medallion Program" approved by the Securities Transfer Association Inc., including the Security Transfer Agents Medallion Program (STAMP), the Stock Exchange Medallion Program (SEMP) and the New York Stock Exchange Medallion Signature Program (MSP), or any other "eligible guarantor institution," as such term is defined in Rule 17Ad-15 promulgated under the Exchange Act (each, an "Eligible Institution" and collectively, "Eligible Institutions"). In all other cases, all signatures on a Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 1 of the Letter of Transmittal.

Guaranteed Delivery. If a shareholder desires to tender Shares pursuant to the Offer but such shareholder cannot deliver the required documents to the Depositary prior to the Expiration Time, or such shareholder cannot complete the procedure for delivery by book-entry transfer on a timely basis, such Shares may nevertheless be tendered, provided that all of the following conditions are satisfied

- such tender is made by or through an Eligible Institution;
- a properly completed and duly executed "Notice of Guaranteed Delivery," substantially in the form made available by Purchaser, is received prior to the Expiration Time by the Depositary as provided below; and
- the following must be received by the Depositary at one of its addresses set forth in the Letter of Transmittal within three NASDAQ trading days after the date of execution of such Notice of Guaranteed Delivery: (a) if you are a record holder and you hold uncertificated Shares in book-entry form on the books of NXP's transfer agent, (i) the Letter of Transmittal, properly completed and duly executed, and (ii) any other documents required by the Letter of Transmittal and (b) if your Shares are held in "street" name and are being tendered by book-entry transfer, (i) Book-Entry Confirmation into the Depositary's account at the Book-Entry Transfer Facility pursuant to the procedures set forth in this

Section 3, (ii) the Letter of Transmittal, properly completed and duly executed, with any required signature guarantees, or an Agent's Message and (iii) any other documents required by the Letter of Transmittal.

Shares tendered by a Notice of Guaranteed Delivery will not be deemed validly tendered for purposes of satisfying the Minimum Condition unless and until Shares underlying such Notice of Guaranteed Delivery are delivered to the Depositary prior to the Expiration Time. The Notice of Guaranteed Delivery may be delivered by overnight courier or transmitted by facsimile transmission or mailed to the Depositary and must include a guarantee by an Eligible Institution in the form set forth in the form of Notice of Guaranteed Delivery made available by Purchaser. In the case of Shares held through the Book-Entry Transfer Facility, the Notice of Guaranteed Delivery must be delivered to the Depositary by a participant by means of the confirmation system of the Book-Entry Transfer Facility.

The method of delivery of the Letter of Transmittal and all other required documents, including delivery through the Book-Entry Transfer Facility, is at the option and risk of the tendering shareholder, and the delivery of all such documents will be deemed made only when actually received by the Depositary (including, in the case of a book-entry transfer, receipt of a Book-Entry Confirmation). If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery prior to the Expiration Time.

Irregularities. The tender of Shares pursuant to any one of the procedures described above will constitute the tendering shareholder's acceptance of the terms and conditions of the Offer, as well as the tendering shareholder's representation and warranty that such shareholder has the full power and authority to tender and transfer the Shares tendered, as specified in the Letter of Transmittal, and that when Purchaser accepts the Shares for payment, it will acquire good and unencumbered title, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claims. Purchaser's acceptance for payment of Shares tendered pursuant to the Offer will constitute a binding agreement between the tendering shareholder and Purchaser upon the terms and subject to the conditions of the Offer.

Determination of Validity. **All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by us, in our sole discretion.** We reserve the absolute right to reject any and all tenders determined by us not to be in proper form or the acceptance for payment of which may, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive any defect or irregularity in the tender of any Shares of any particular shareholder, whether or not similar defects or irregularities are waived in the case of other shareholders. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been waived or cured within such time as Purchaser may determine. None of Purchaser, the Depositary, the Information Agent or any other person will be under any duty to give notice of any defects or irregularities in tenders or incur any liability for failure to give any such notice. Any determinations made by us with respect to the terms and conditions of the Offer may be challenged by NXP shareholders, to the extent permitted by law, and are subject to review by a court of competent jurisdiction.

Appointment. By executing the Letter of Transmittal as set forth above, the tendering shareholder will irrevocably appoint designees of Purchaser as such shareholder's attorneys-in-fact and proxies in the manner set forth in the Letter of Transmittal, each with full power of substitution, to the fullest extent of such shareholder's rights with respect to the Shares tendered by such shareholder and accepted for payment by Purchaser and with respect to any and all other Shares or other securities or rights issued or issuable in respect of such Shares. All such powers of attorney and proxies will be considered irrevocable and coupled with an interest in the tendered Shares. Such appointment will be effective when, and only to the extent that, we accept for payment Shares tendered by such shareholder as provided in this Offer to Purchase. Upon such appointment, all prior powers of attorney, proxies and consents given by such shareholder with respect to such Shares or other securities or rights will, without further action, be revoked and no subsequent powers of attorney, proxies, consents or revocations

may be given by such shareholder (and, if given, will not be deemed effective). The designees of Purchaser will thereby be empowered to exercise all voting and other rights with respect to such Shares and other securities or rights, including, without limitation, in respect of any annual or extraordinary general meeting of NXP shareholders or otherwise, as they in their sole discretion deem proper. We reserve the right to require that, in order for Shares to be deemed validly tendered, immediately upon our acceptance for payment of such Shares, Purchaser or its designees must be able to exercise full voting, consent and other rights with respect to such Shares and other related securities or rights, including voting at any meeting of NXP shareholders.

U.S. Federal Income Tax Information Reporting and Backup Withholding. Payments made to shareholders of NXP in the Offer or the Post-Closing Reorganization generally will be subject to U.S. federal income tax information reporting and may be subject to backup withholding. To avoid backup withholding, a U.S. shareholder should complete and return the Internal Revenue Service ("IRS") Form W-9 included in the Letter of Transmittal, certifying that (a) such shareholder is a U.S. person, (b) the taxpayer identification number provided is correct, and (c) that such shareholder is not subject to backup withholding. Non-U.S. shareholders should submit an appropriate and properly completed IRS Form W-8, a copy of which may be obtained from the Depositary or at www.irs.gov, in order to avoid backup withholding. Such shareholders should consult a tax advisor to determine which IRS Form W-8 is appropriate.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a credit against a shareholder's U.S. federal income tax liability and may entitle such shareholder to a refund, provided the required information is timely furnished in the appropriate manner to the IRS.

4. Withdrawal Rights.

Except as otherwise provided in this Section 4, tenders of Shares made pursuant to the Offer are irrevocable.

Shares tendered pursuant to the Offer may be properly withdrawn at any time prior to the Expiration Time and, unless theretofore accepted for payment by Purchaser pursuant to the Offer, may also be withdrawn at any time after January 17, 2017, which is the 60th day after the date of the commencement of the Offer.

For a withdrawal to be effective, a written, telegraphic or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover page of this Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of such Shares, if different from that of the person who tendered such Shares. If Shares have been tendered pursuant to the procedure for book-entry transfer as set forth in Section 3 — "Procedures for Accepting the Offer and Tendering Shares," any notice of withdrawal must also specify the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares.

Withdrawals of Shares may not be rescinded. Any Shares properly withdrawn will thereafter be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be re-tendered by again following one of the procedures described in Section 3 — "Procedures for Accepting the Offer and Tendering Shares" at any time prior to the Expiration Time.

No withdrawal rights will apply to Shares tendered during the Subsequent Offering Period and no withdrawal rights apply during the Subsequent Offering Period with respect to Shares tendered in the Offer and accepted for payment. See Section 1 — "Terms of the Offer."

Purchaser will determine, in its sole discretion, all questions as to the form and validity (including time of receipt) of any notice of withdrawal. Purchaser also reserves the absolute right to waive any defect or irregularity in the withdrawal of any Shares by any particular shareholder, regardless of whether or not similar defects or irregularities are waived or not waived in the case of other shareholders. None of

Purchaser, the Depositary, the Information Agent or any other person will be under any duty to give notice of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification. Any determinations made by us with respect to the terms and conditions of the Offer may be challenged by NXP shareholders, to the extent permitted by law, and are subject to review by a court of competent jurisdiction.

5. Certain Tax Consequences.

5A Certain Material U.S. Federal Income Tax Consequences.

The following is a summary of certain material U.S. federal income tax consequences of the Offer and the Post-Closing Reorganization to U.S. Holders (as defined below) of NXP whose Shares are tendered and accepted for payment pursuant to the Offer or whose Shares are not tendered but who receive cash in the Post-Closing Reorganization. The summary is for general information only and does not consider all aspects of U.S. federal income taxation that might be relevant to shareholders of NXP. The summary is based on current provisions of the Internal Revenue Code of 1986, as amended (the "Code"), existing, proposed and temporary regulations thereunder and administrative and judicial interpretations thereof, all of which are subject to change, possibly with retroactive effect. We have not sought, and do not currently intend to seek, any ruling from the IRS with respect to the statements made and the conclusions reached in the following summary, and no assurance can be given that the IRS will agree with the views expressed herein, or that a court will not sustain any challenge by the IRS in the event of litigation.

The summary applies only to U.S. Holders of NXP in whose hands Shares are capital assets within the meaning of Section 1221 of the Code. This summary does not address state, local or non-U.S. tax consequences of the Offer or the Post-Closing Reorganization, nor does it address the U.S. federal income tax consequences of the transactions to shareholders who will actually or constructively (under the rules of Section 318 of the Code) own any stock of NXP following the Offer and the Post-Closing Reorganization, to holders of equity awards under NXP's equity compensation plans, to holders of NXP Options, or to special classes of taxpayers who may be subject to special tax rules, including without limitation non-U.S. shareholders, small business investment companies, regulated investment companies, real estate investment trusts, grantor trusts, controlled foreign corporations within the meaning of Section 957 of the Code, passive foreign investment companies within the meaning of Section 1297 of the Code ("PFICs"), cooperatives, banks and certain other financial institutions, insurance companies, tax-exempt organizations, retirement plans, shareholders that are, or hold Shares through, partnerships or other pass-through entities for U.S. federal income tax purposes, U.S. persons whose functional currency is not the U.S. dollar, dealers in securities or non-U.S. currency, traders that mark-to-market their securities, expatriates and former long-term residents of the United States, persons subject to the alternative minimum tax, shareholders holding Shares that are part of a straddle, hedging, constructive sale or conversion transaction, shareholders who received Shares in compensatory transactions, pursuant to the exercise of employee stock options, stock purchase rights, or stock appreciation rights, as restricted stock, or otherwise as compensation, and shareholders that beneficially own directly, indirectly or constructively 10% or more of the outstanding voting Shares of NXP. In addition, this summary does not address U.S. federal taxes other than income taxes.

For purposes of this summary, the term "U.S. Holder" means a beneficial owner of Shares that, for U.S. federal income tax purposes, is: (a) an individual citizen or resident of the United States, including an alien individual who is a lawful permanent resident of the United States or meets the substantial presence test under Section 7701(b) of the Code; (b) a corporation, or an entity treated as a corporation for U.S. federal income tax purposes, created or organized under the laws of the United States, or of any state or the District of Columbia; (c) an estate, the income of which is subject to U.S. federal income tax regardless of its source; or (d) a trust, if (i) a U.S. court is able to exercise primary supervision over the trust's administration and one or more U.S. persons, within the meaning of Section 7701(a)(30) of the Code, have authority to control all of the trust's substantial decisions or (ii) the trust has validly elected to be treated as a U.S. person for U.S. federal income tax purposes.

If a partnership, or any other entity treated as a partnership for U.S. federal income tax purposes, holds Shares, the tax treatment of its partners or members generally will depend upon the status of the partner or member and the partnership's activities. Accordingly, partnerships or other entities treated as partnerships for U.S. federal income tax purposes that hold Shares, and partners or members in those entities, are urged to consult their tax advisors regarding the specific U.S. federal income tax consequences to them of the Offer and the Post-Closing Reorganization.

Because individual circumstances may differ and this description is not intended to constitute a complete analysis of all U.S. federal income tax consequences relating to the Offer or the Post-Closing Reorganization, each shareholder should consult its own tax advisor to determine the applicability of the rules discussed below and the particular tax consequences of the Offer and the Post-Closing Reorganization on a beneficial owner of Shares, including the application and effect of the alternative minimum tax and any state, local and non-U.S. tax laws and changes in any laws.

The Receipt of Cash in Exchange for Shares Pursuant to the Offer.

The exchange of Shares for cash pursuant to the Offer will be a taxable transaction to U.S. Holders for U.S. federal income tax purposes. In general, a U.S. Holder who exchanges Shares for cash pursuant to the Offer will recognize gain or loss for U.S. federal income tax purposes in an amount equal to the difference, if any, between the amount of cash received (determined before the deduction, if any, of any withholding tax) and the U.S. Holder's adjusted tax basis in the Shares exchanged. Any such gain or loss will be long-term capital gain or loss if a U.S. Holder's holding period for such Shares is more than one year. Long-term capital gain recognized by a non-corporate U.S. Holder is generally taxable at a lower rate than the ordinary income tax rate. Long-term capital gain recognized by a corporation is currently taxed at ordinary income tax rates. In the case of Shares that have been held for one year or less, capital gain or loss recognized by a U.S. Holder on the exchange of such Shares generally will be short-term capital gain or loss. Any such short-term capital gain recognized pursuant to the Offer will be subject to tax at ordinary income tax rates. The deductibility of any short-term and long-term capital losses recognized pursuant to the Offer is subject to certain limitations.

Gain or loss will generally be determined separately for each block of Shares (that is, Shares acquired at the same cost in a single transaction) tendered pursuant to the Offer or exchanged for cash pursuant to the Post-Closing Reorganization.

The foregoing discussion assumes that NXP is not currently, and has not been a PFIC for U.S. federal income tax purposes. NXP believes it is not, and has not ever been, a PFIC. In general, the test for determining whether NXP is or has been a PFIC is applied annually and is based upon the composition of NXP's and certain of its affiliates' income and assets for such taxable year. If NXP were a PFIC in the current taxable year or in any prior taxable year in which the tendering U.S. Holder has held the Shares, then such U.S. Holder generally would be subject to adverse U.S. federal income tax consequences with respect to gain recognized on any sale or exchange of such Shares, including an exchange of such Shares pursuant to the Offer, unless such U.S. Holder has in effect certain elections. U.S. Holders should consult their own tax advisors concerning whether NXP is or has been a PFIC for any given taxable year during which such U.S. Holder has owned Shares and the tax consequences of tendering Shares pursuant to the Offer.

Receipt of Cash in Exchange for Shares Pursuant to the Post-Closing Reorganization.

The U.S. federal income tax consequences of the Post-Closing Reorganization will depend on the exact manner in which it is carried out. However, if a U.S. Holder receives cash for Shares in the Compulsory Acquisition or the Second Step Transaction, the U.S. federal income tax consequences to such U.S. Holder would generally be the same as described above. You may be subject to Dutch dividend withholding tax (*dividendbelasting*), as further described in Section 5B — "Certain Dutch Tax Aspects of the Offer and Post-Closing Reorganization." It is possible that you may be able to obtain a deduction or a credit for such

withholding tax; however, the calculation of deductions and U.S. foreign tax credits involves the application of complex rules and limitations may apply. Each U.S. Holder should consult its own tax advisor concerning the tax consequences of exchanging Shares pursuant to the Post-Closing Reorganization.

Additional 3.8% Tax

Certain U.S. Holders that are individuals, estates or trusts are subject to a 3.8% tax on all or a portion of their "net investment income," which may include payments made to a U.S. Holder upon such U.S. Holder's exchange of Shares pursuant to the Offer or the Post-Closing Reorganization.

U.S. Federal Income Tax Information Reporting Requirements and Backup Withholding.

A U.S. Holder who exchanges Shares pursuant to the Offer or the Post-Closing Reorganization is subject to information reporting and may be subject to backup withholding unless certain information is provided to the Depositary or an exemption applies. See Section 3 — "Procedures for Accepting the Offer and Tendering Shares."

5B Certain Dutch Tax Aspects of the Offer and Post-Closing Reorganization

The following is a summary of Dutch tax consequences of the Offer and the Post-Closing Reorganization to the shareholders of NXP whose Shares are tendered and accepted for payment pursuant to the Offer or whose Shares are not tendered but who receive cash in the Post-Closing Reorganization. It does not address tax consequences applicable to holders of NXP Options or holders of equity awards under NXP's equity compensation plans. The summary is for general information only and does not consider all possible tax considerations or consequences that may be relevant to all categories of investors, some of which may be subject to special treatment under applicable law (such as trusts or other similar arrangements), and in view of its general nature, this summary should be treated with corresponding caution. Shareholders are expressly urged to consult with their tax advisers with regard to the tax consequences of tendering their shares pursuant to the Offer and the Post-Closing Reorganization.

Please note that this summary does not describe the tax considerations for:

(a) NXP shareholders, if such shareholders, or in the case of individuals, his/her partner, certain other relatives or certain persons sharing his/her household, alone or together, directly or indirectly have a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in NXP under the Dutch Personal Income Tax Act 2001 (*Wet inkomstenbelasting 2001*) or the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*). In general, a substantial interest in NXP is considered present if the shareholder, or in the case of individuals, his/her partner, certain other relatives or certain persons sharing his/her household, alone or together, directly or indirectly holds shares representing five percent or more of the total issued and outstanding capital of NXP and/or is entitled to five percent of NXP's annual profit, and/or five percent of the proceeds upon liquidation of NXP. A deemed substantial interest arises if a substantial interest (or part thereof) has been disposed of, or is deemed to have been disposed of, on a non-recognition basis.

(b) NXP shareholders that are corporate legal entities that derive benefits from the Shares that are exempt under the participation exemption regime (*deelnemingsvrijstelling*) or that qualify for participation credit (*deelnemingsverrekening*) as laid down in the Dutch Corporate Income Tax Act 1969 or would have been exempt under the participation exemption regime if such shareholder were a taxpayer in The Netherlands. In general, an interest of five percent or more in the nominal paid-up share capital should qualify for the participation exemption regime or the participation credit regime. A shareholder may also have a qualifying participation if such NXP shareholder does not have a five percent interest but a related entity (a statutorily defined term) does, or if NXP is a related entity (a statutorily defined term) of the NXP shareholder.

(c) Shareholders who are individuals and for whom the Shares or any benefit derived from the Shares are a remuneration or deemed to be a remuneration for activities performed by such NXP shareholders or certain individuals related to such shareholder (as defined in the Dutch Personal Income Tax Act 2001).

(d) Shareholders who are individuals and for whom the Shares or any benefit derived from the Shares are attributable to employment activities the income from which is taxable in The Netherlands.

(e) Pension funds, investment institutions (*fiscale beleggingsinstellingen*), exempt investment institutions (*vrijgestelde beleggingsinstellingen*) and other entities that are not subject to or are exempt (in full or in part) from corporate income tax in The Netherlands or any other state.

(f) Shareholders who or that are not considered the beneficial owner (*uiteindelijk gerechtigde*) of these Shares or the benefits derived from or realized in respect of these Shares.

This summary only addresses the Dutch national tax legislation and published regulations, as in effect on the date of this Offer and as interpreted in published case law until this date, without prejudice to any amendment introduced at a later date and implemented with or without retro-active effect.

Where this summary refers to The Netherlands, such reference is restricted to the part of the Kingdom of The Netherlands that is situated in Europe and the legislation applicable in that part of the Kingdom of The Netherlands.

5B.1 Certain Dutch Tax Aspects of the Offer

Dutch resident individual shareholders

An individual shareholder who is resident or deemed to be resident of The Netherlands for Dutch tax purposes will be subject to Dutch personal income tax (*inkomstenbelasting*) on any gains realized pursuant to the Offer or the Post-Closing Reorganization at progressive rates up to a maximum of 52% if:

(a) the Shares are attributable to an enterprise from which the individual derives a share of the profit, whether as an entrepreneur (*ondernemer*) or as a person who has a co-entitlement to the net worth of such enterprise, without being an entrepreneur or a shareholder as defined in the Dutch Personal Income Tax Act 2001; or

(b) such income or capital gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*), which includes activities with respect to the Shares that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If the above mentioned conditions (a) and (b) do not apply to an individual shareholder, the Shares will be subject annually to Dutch personal income tax imposed on a fictitious yield on such Shares. The Shares held by such individual shareholder will be taxed under the regime for savings and investments (*inkomen uit sparen en beleggen*). Irrespective of the actual income or capital gains realized as a result of the tendering of Shares pursuant to the Offer (or during the Subsequent Offer Period) or pursuant to the Post-Closing Reorganization, currently the annual taxable yield of all the assets and liabilities of such individual shareholders that are taxed under this regime, including the Shares, is set at a fixed amount. The fixed amount equals 4% of the fair market value of the assets reduced by the liabilities and measured, in general, exclusively at the beginning of every calendar year. As of 2017, instead of imposing personal income tax on a single fixed deemed yield, there will be three brackets to which different deemed yields apply, effectively resulting in progressive deemed yields of up to 5.39%. The tax rate under the regime for savings and investments is, and will remain, a flat rate of 30%. By virtue of the deemed income recognized, the actual benefits derived (including profit distributions and capital gains) are not as such subject to Dutch personal income tax. Taxation only occurs if and to the extent the fair market value of the assets reduced by the liabilities exceeds a certain threshold (*heffingvrij vermogen*).

Dutch resident corporate shareholders

Corporate shareholders who are resident or deemed to be resident in The Netherlands for Dutch corporate income tax purposes will generally be subject to Dutch corporate income tax for any gains realized as a result of the tendering of Shares pursuant to the Offer (or during the Subsequent Offering Period) or pursuant to the Post-Closing Reorganization up to a maximum rate of 25%.

Non-Dutch resident shareholders

A shareholder that is not a resident or deemed to be a resident of The Netherlands will not be subject to Dutch taxes on any gains realized as a result of the tendering of Shares pursuant to the Offer (or during the Subsequent Offering Period) or pursuant to the Post-Closing Reorganization, provided that:

(a) in the case of a non-Dutch resident shareholder that is not an individual, such shareholder (i) does not derive profits from an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in The Netherlands to which permanent establishment or permanent representative the Shares are attributable, or (ii) is not, other than by way of securities, entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise, which is effectively managed in The Netherlands and to which enterprise the Shares are attributable; or

(b) in the case of a non-Dutch resident shareholder that is an individual, such shareholder (i) does not derive profits from an enterprise or an interest in an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in The Netherlands to which permanent establishment or permanent representative the Shares are attributable, or (ii) does not realize income or gains with respect to the Shares that qualify as income from miscellaneous activities in The Netherlands, which include activities with respect to the Shares that exceed regular, active portfolio management, or (iii) is not, other than by way of securities, entitled to a share in the profits of an enterprise that is effectively managed in The Netherlands and to which enterprise the Shares are attributable.

In the case of a non-Dutch resident shareholder that is taxable in The Netherlands, such shareholder will generally be taxed in the same way as comparable Dutch resident taxpayers, as described above.

Other Taxes and Duties

No Dutch VAT and no Dutch registration tax, customs duty, stamp duty or any other similar documentary tax or duty will be payable by a shareholder on any payment pursuant to the Offer or the Post-Closing Reorganization.

5B.2 Certain other Dutch Tax Aspects of the Post-Closing Reorganization

Second Step Distribution

If subsequent to the Asset Sale and in connection with the Post-Closing Reorganization it is decided that NXP will be dissolved and liquidated, Dutch dividend withholding tax (*dividendbelasting*) will be due at the statutory rate of 15% to the extent that the amount of the Second Step Distribution exceeds the average paid-in capital on the Shares as recognized for Dutch dividend withholding tax purposes (which amount is subject to an advance tax clearance by the Dutch tax authorities on the amount of paid-in capital on the Shares as recognized for Dutch dividend withholding tax purposes), subject to any exemption, reduction or refund that may be available to a NXP shareholder under Dutch domestic tax law, tax treaties entered into by The Netherlands or EU law.

Shareholders who are a resident or deemed to be resident in The Netherlands for Dutch tax purposes, other than individuals who have opted to be taxed as a resident of The Netherlands for Dutch personal income tax purposes, can generally credit the Dutch dividend withholding tax against their Dutch personal income tax or corporate income tax liability and are entitled to a refund to the extent the Dutch dividend withholding tax exceeds the amount of the Dutch personal income tax or corporate income tax otherwise payable. The same generally applies to shareholders that are neither resident nor deemed to be resident of The Netherlands if the Shares are attributable to a Dutch permanent establishment of such non-resident shareholder.

6. Price Range of Shares; Dividends.

The Shares currently trade on NASDAQ under the ticker symbol "NXPI." NXP has advised Parent and Purchaser that, as of the close of business on November 15, 2016, (a) 335,177,459 Shares were outstanding (not including treasury shares), (b) 9,862,580 Shares were subject to NXP Options granted and outstanding under the NXP benefits plans, (c) 7,090,302 Shares were subject to NXP RSUs granted and outstanding under the NXP benefits plans and (d) 733,897 Shares were subject to NXP PSUs granted and outstanding under the NXP benefits plans.

The following table sets forth, for the periods indicated, the high and low sale prices per Share for each quarterly period within the three preceding fiscal years, as reported on NASDAQ.

	High	Low
Year Ended December 31, 2014		
First Quarter	$ 60.48	$42.42
Second Quarter	67.39	54.80
Third Quarter	73.82	59.82
Fourth Quarter	78.34	53.81
Year Ended December 31, 2015		
First Quarter	$108.50	$72.20
Second Quarter	114.0	93.45
Third Quarter	101.17	72.05
Fourth Quarter	98.09	72.53
Year Ended December 31, 2016		
First Quarter	$ 85.76	$61.61
Second Quarter	94.49	73.62
Third Quarter	104.64	75.04
Fourth Quarter (through November 17, 2016)	107.53	95.88

On September 28, 2016, the last full trading day before it was publicly reported that Qualcomm and NXP were in discussions regarding a potential transaction, the reported closing sales price per Share on NASDAQ was $82.24 per Share. On October 26, 2016, the last full trading day prior to the public announcement of the signing of the Purchase Agreement, the reported closing price of the Shares on NASDAQ was $98.66 per Share. On November 17, 2016, the last full trading day before the commencement of the Offer, the reported closing price of the Shares on NASDAQ was $98.06 per Share. **Shareholders are urged to obtain a current market quotation for the Shares.**

According to NXP's Annual Report on Form 20-F for the fiscal year ended December 31, 2015, NXP has never declared or paid any cash dividends on its share capital, and intends to retain future earnings, if any, to finance the growth and development of NXP's business and to provide additional liquidity and does not expect to pay any cash dividends in the foreseeable future.

7. Certain Information Concerning NXP.

Except as specifically set forth in this Offer to Purchase, the information concerning NXP contained in this Offer to Purchase has been taken from or is based upon information furnished by NXP or its representatives or

upon publicly available documents and records on file with the SEC and other public sources. The summary information set forth below is qualified in its entirety by reference to NXP's public filings with the SEC (which may be obtained and inspected as described below) and should be considered in conjunction with the more comprehensive financial and other information in such reports and other publicly available information. We have no knowledge that would indicate that any statements contained herein based on such documents and records are untrue. However, none of Purchaser or any of its affiliates or assigns, the Information Agent or the Depositary assumes any responsibility for the accuracy or completeness of the information concerning NXP, whether furnished by NXP or contained in such documents and records, or for any failure by NXP to disclose events which may have occurred or which may affect the significance or accuracy of any such information which is unknown to Purchaser or any of its affiliates or assigns, the Information Agent or the Depositary, as applicable.

General. NXP's legal name is NXP Semiconductors N.V. and its commercial name is "NXP" or "NXP Semiconductors." NXP is incorporated in The Netherlands as a Dutch public company with limited liability (*naamloze vennootschap*). On August 5, 2010, NXP made an initial public offering of 34 million shares of its common stock and listed such common stock on NASDAQ. NXP is a holding company whose only material assets are the direct ownership of 100% of the shares of NXP B.V., a Dutch private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*).

NXP's corporate seat is in Eindhoven, The Netherlands and its registered office is at High Tech Campus 60, 5656 AG, Eindhoven, The Netherlands. Its telephone number is +31 40 2729233. NXP's registered agent in the United States is NXP Semiconductors USA, Inc., 411 East Plumeria Drive, San Jose, CA 95134, United States of America, phone number +1 408 518-5400.

Available Information. NXP is a "Foreign Private Issuer" as such term is defined under Rule 3b-4 of the Exchange Act. The Shares are registered under the Exchange Act. Accordingly, NXP is subject to certain of the information reporting requirements of the Exchange Act and, in accordance therewith, is required to file annual reports with the SEC and to furnish other information to the SEC relating to its business, financial condition and other matters. You may read and copy any such reports, statements or other information at SEC Headquarters at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information. Copies of such information may be obtainable by mail, upon payment of the SEC's customary charges, by writing to the SEC at the address above. The SEC also maintains a web site on the Internet at *www.sec.gov* that contains reports, proxy statements and other information regarding registrants, including NXP that file electronically with the SEC.

8. Certain Information Concerning Parent and Purchaser.

8A Parent

Parent incorporated in 1985 under the laws of the state of California. In 1991, Parent reincorporated in the state of Delaware. Parent is a world leader in 3G, 4G and next-generation wireless technologies. Parent designs, manufactures, has manufactured on its behalf and markets digital communications products and services based on CDMA, OFDMA and other technologies, and derives revenues principally from sales of integrated circuit products and licensing its intellectual property, including patents, software and other rights. Parent's common stock is traded on NASDAQ under the symbol "QCOM."

8B Purchaser

Purchaser is a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of The Netherlands and formed on October 25, 2016 for the purpose of negotiating the Purchase Agreement and structuring and effecting the transactions contemplated thereby, including the Offer and the Post-Closing Reorganization. Purchaser is an indirect, wholly owned subsidiary of Parent.

The office address of Parent is 5775 Morehouse Drive, San Diego, California, 92121-1714 and the telephone number at such address is (858) 587-1121. The office address of Purchaser is Science Park 400, Matrix II, 1098XH Amsterdam, The Netherlands, and the telephone number at such address is + 31 20 571 121. The name, citizenship, business address, present principal occupation or employment and five-year employment history of each of the members, directors or executive officers of Parent and Purchaser are set forth in Schedule I to this Offer to Purchase.

During the last five years, none of the Parent or Purchaser or, after due inquiry and to the best knowledge and belief of Parent and Purchaser, any of the persons listed in Schedule I to this Offer to Purchase (a) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (b) was a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining such person from future violations of, or prohibiting activities subject to, U.S. federal or state securities laws, or a finding of any violation of U.S. federal or state securities laws.

Except as described elsewhere in this Offer to Purchase (including Schedule I to this Offer to Purchase), (a) none of Parent or Purchaser or, after due inquiry and to the best knowledge and belief of Parent and Purchaser, any of the persons listed in Schedule I to this Offer to Purchase or any associate or majority-owned subsidiary of Parent or Purchaser or any of the persons so listed beneficially owns or has any right to acquire, directly or indirectly, any Shares and (b) none of Purchaser or, after due inquiry and to the best knowledge and belief of Purchaser, any of the persons or entities referred to in clause (a) above or any of their executive officers, directors or subsidiaries has effected any transaction in respect of any Shares during the 60-day period preceding the date of this Offer to Purchase.

Except as described elsewhere in this Offer to Purchase, (a) none of Parent or Purchaser or, after due inquiry and to the best knowledge and belief of Parent and Purchaser, any of the persons listed in Schedule I to this Offer to Purchase, has any contract, arrangement, understanding or relationship with any other person with respect to any securities of NXP (including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or the voting of any such securities, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss, or the giving or withholding of proxies, consents or authorizations) and (b) during the two-year period preceding the date of this Offer to Purchase, there have been no transactions that would require reporting under the rules and regulations of the SEC between Parent, Purchaser or any of its or their affiliates or, after due inquiry and to the best knowledge and belief of Parent and Purchaser, any of the persons listed in Schedule I to this Offer to Purchase, on the one hand, and NXP or any of its executive officer group, directors and/or affiliates, on the other hand.

Except as set forth in this Offer to Purchase, none of Parent or Purchaser or, after due inquiry and to the best knowledge and belief of Parent and Purchaser, any of the persons listed in Schedule I hereto, has had any business relationship or transaction with NXP or any of its executive officers, directors or affiliates that is required to be reported under the rules and regulations of the SEC applicable to the Offer. Except as set forth in this Offer to Purchase, there have been no contacts, negotiations or transactions between Parent or any of its subsidiaries or, after due inquiry and to the best knowledge and belief of Parent and Purchaser, any of the persons listed in Schedule I to this Offer to Purchase, on the one hand, and NXP or its affiliates, on the other hand, concerning a merger, consolidation or acquisition, tender offer or other acquisition of any class of NXP's securities, an election of NXP's directors or a sale or other transfer of a material amount of assets of NXP during the past two years.

Available Information. Pursuant to Rule 14d-3 under the Exchange Act, Parent has filed with the SEC a Tender Offer Statement on Schedule TO (the "Schedule TO"), of which this Offer to Purchase forms a part, and exhibits to the Schedule TO. You may read and copy the Schedule TO and the exhibits thereto at SEC Headquarters at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information. Copies of such information may be obtainable by mail, upon payment of the SEC's customary

charges, by writing to the SEC at the address above. The SEC also maintains a web site on the Internet at *www.sec.gov* that contains the Schedule TO and the exhibits thereto and other information that Purchaser has filed electronically with the SEC.

9. Source and Amount of Funds.

The Offer is not conditioned upon Purchaser obtaining financing to fund the purchase of Shares pursuant to the Offer and to fund the Post-Closing Reorganization. We believe the financial condition of Purchaser is not material to a decision by a holder of Shares whether to sell, hold or tender Shares pursuant to the Offer because (a) the Offer is being made for all outstanding Shares solely for cash, (b) we will have access to unrestricted cash and cash equivalents of our affiliates, which, together with the proceeds of any commercial paper issued by Parent under its existing unsecured commercial paper program and the debt financing available to Parent and further described below (which we will have the right to access under the terms of the Letter Agreement (see Section 11 — "The Purchase Agreement; Other Agreements — Letter Agreement" for further details)), we anticipate being sufficient to purchase all Shares tendered pursuant to the Offer and to complete the Post-Closing Reorganization, (c) the Offer is not subject to any financing condition and (d) if we consummate the Offer and not all outstanding Shares are tendered pursuant to Offer or during the Subsequent Offering Period, we intend to, based on the number of Shares held by Purchaser and its affiliates following the Subsequent Offering Period acquire all assets of NXP in the Asset Sale and, following the consummation of the Asset Sale, either (i) dissolve and liquidate NXP in accordance with applicable Dutch procedures, such that non-tendering NXP shareholders will receive the Offer Consideration (without interest and less applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*))) as the Second Step Distribution or (ii) commence the Compulsory Acquisition in which the Dutch Court will determine the price to be paid for the non-tendered Shares (it being important to note that while Purchaser will request, and it is expected that, the per Share price paid in the Compulsory Acquisition for the non-tendered Shares be equal to the Offer Consideration, the Dutch Court has sole discretion to determine the per Share price, which may be greater, equal to or less than the Offer Consideration), with such price being increased by the statutory interest rate applicable in The Netherlands (currently two percent per annum) for the period beginning on the date the number of Shares owned by Purchaser and its affiliates represents at least 95% of the then outstanding Shares and ending on the date Purchaser pays for the Shares then owned by the non-tendering NXP shareholders.

We estimate that the total amount of funds required for Purchaser to purchase all outstanding Shares in the Offer and to consummate the other transactions contemplated by the Purchase Agreement, pay related transaction fees and expenses and pay or refinance certain outstanding debt of NXP that is required to be paid or refinanced upon the consummation of the Offer and the other transactions contemplated by the Purchase Agreement will be approximately $41 billion. We anticipate funding such cash requirements from a combination of sources, including (a) available cash and cash equivalents of Parent and its subsidiaries, (b) the proceeds of commercial paper issued by Parent under its existing unsecured commercial paper program or, in lieu of such commercial paper, borrowings under Parent's revolving credit facility, (c) committed debt financing that Parent received from Goldman Sachs Bank USA, Goldman Sachs Lending Partners LLC and JPMorgan Chase Bank, N.A. (the "Initial Bridge Lenders" and, collectively with the additional lenders that subsequently became parties to the Bridge Commitment Letter (as defined below) by executing the joinder described below, the "Bridge Lenders") in respect of a senior unsecured 364-day bridge loan facility and a senior unsecured delayed-draw term loan facility, in each case as further described below, and/or (d) proceeds from the sale of debt securities of Parent. We will have right to access all such funds under the terms of the Letter Agreement (see Section 11 — "The Purchase Agreement; Other Agreements — Letter Agreement" for further details).

Debt Financing

Pursuant to (a) a 364-Day Bridge Loan Facility Commitment Letter dated as of October 27, 2016, among Parent and the Initial Bridge Lenders and (b) a related Bridge Joinder Letter dated as of November 8, 2016, among Parent, the Initial Bridge Lenders and the additional lenders party thereto (collectively, the "Bridge

Commitment Letter"), Parent received commitments from the Bridge Lenders for a senior unsecured bridge loan facility in an aggregate principal amount of up to $13.622 billion (the "Bridge Facility"), originally consisting of "Tranche 1" loans in an aggregate principal amount of up to $9.622 billion (the "Tranche 1 Loans") and "Tranche 2" loans in an aggregate principal amount of up to $4.0 billion (the "Tranche 2 Loans," and, together with the Tranche 1 Loans, the "Bridge Loans"). Pursuant to a Credit Agreement dated as of November 8, 2016, among Parent, the lenders party thereto and Goldman Sachs Bank USA, as administrative agent, Parent also received commitments for a senior unsecured delayed-draw term loan facility in an aggregate principal amount of $4.0 billion (the "Term Loan Facility" and the loans thereunder, the "Term Loans"). Upon effectiveness of the Term Loan Facility, the Bridge Facility commitments under the Bridge Commitment Letter in respect of the "Tranche 2" loans were automatically reduced to zero. In addition, pursuant to an Amended and Restated Credit Agreement dated as of November 8, 2016, among Parent, the lenders party thereto and Bank of America, N.A., as administrative agent, swing line lender and L/C issuer, Parent amended and restated its existing senior unsecured revolving facility and increased the commitments thereunder to $5.0 billion in the aggregate (the "Revolving Credit Facility" and the loans thereunder, the "Revolving Loans"), and Parent may borrow Revolving Loans in lieu of issuing commercial paper under its existing unsecured commercial paper program.

Parent also intends to issue senior unsecured notes (the "Senior Notes") pursuant to one or more registered public offerings or private placements on or prior to the Offer Closing yielding up to $9.622 billion in aggregate gross cash proceeds. If any or all of the Senior Notes are not issued on or prior to the Offer Closing and the proceeds thereof are not made available to Parent on the Offer Closing, Parent will have available the proceeds of borrowings under the Bridge Facility in an aggregate amount equal to the amount of such shortfall. We expect that borrowings under the Bridge Facility (to the extent they are actually made) will be refinanced or repaid with funds generated internally by Parent and its subsidiaries or obtained from other financing sources, which may include the proceeds of additional loans and/or the sale of securities. No decision has been made concerning this matter as of the date of this Offer to Purchase, and any future decisions will be made based on Parent's review from time to time of the advisability of making additional borrowings and/or selling particular securities, as well as prevailing interest rates and other economic and market conditions. Furthermore, nothing herein is or will be deemed to be an offer or sale of securities, which offering or sale may only be made pursuant to appropriate offering documentation.

Although the debt financing described in this Offer to Purchase is not subject to a due diligence or "market out" condition, such financing is subject to customary conditions for financings of this type and may not be considered assured. As of the date of this Offer to Purchase, no alternative financing arrangements or alternative financing plans have been made in the event the debt financing described in this Offer to Purchase is not available. The Offer is not subject to a financing condition but is subject to other conditions as described in this Offer to Purchase. See Section 15 — "Certain Conditions of the Offer."

Bridge Facility

The following summary description of the Bridge Facility and all other provisions of the Bridge Facility discussed herein are qualified by reference to the 364-Day Bridge Loan Facility Commitment Letter and the Bridge Joinder Letter, copies of which have been filed as Exhibits (b)(1) and (b)(2), respectively, to the Schedule TO filed with the SEC in connection with the Offer and are incorporated herein by reference. The 364-Day Bridge Loan Facility Commitment Letter and the Bridge Joinder Letter may be examined and copies may be obtained at the places and in the manner set forth in Section 8 — "Certain Information Concerning Parent and Purchaser." Shareholders and other interested parties should read the 364-Day Bridge Loan Facility Commitment Letter and the Bridge Joinder Letter for a more complete description of the provisions summarized below.

Interest Rates and Fees. Interest under the Bridge Facility is expected to be payable either, at the option of Parent, at a Base Rate (as defined in the Bridge Commitment Letter) or a reserve-adjusted Eurodollar Rate (as defined in the Bridge Commitment Letter) plus, in each case, a *per annum* applicable margin that fluctuates

between 0.0 basis points and 87.5 basis points, in the case of Bridge Loans priced at the Base Rate, and between 62.5 basis points and 187.5 basis points, in the case of Bridge Loans priced at the reserve-adjusted Eurodollar Rate, based on (i) the non-credit-enhanced, senior unsecured long-term debt ratings of Parent, as of any date of determination, as determined by Moody's Investors Service, Inc. or S&P Global Inc. (the "Debt Ratings") with certain provisions taking into account potential differences in ratings issued by the aforementioned rating agencies or a lack of ratings issued by the aforementioned rating agencies and (ii) the time elapsed after the funding of the Bridge Facility (the "Bridge Closing Date"). In no event will the applicable Base Rate be less than the sum of (i) the one-month reserve-adjusted Eurodollar Rate (as defined in the Bridge Commitment Letter) (after giving effect to a reserve-adjusted Eurodollar Rate "floor" of 0.00%) plus (ii) 1.00%. Parent will be required to pay a ticking fee at a rate equal to (a) a *per annum* rate that fluctuates between 4.0 basis points and 12.5 basis points based on the Debt Ratings, times (b) the actual daily undrawn commitments with respect to the Bridge Facility, accruing during the period commencing on December 26, 2016 and ending on the earlier of the Bridge Closing Date and the date the commitments with respect to the Bridge Facility terminate. In the event that the Bridge Loans are funded, Parent will also be required to pay a duration fee, ranging from 0.50% to 1.00%, on the outstanding principal amount of Bridge Loans on each of the dates that is 90 days, 180 days and 270 days after the Bridge Closing Date.

Prepayments. The Bridge Facility is expected to provide for mandatory prepayments (and, prior to the Bridge Closing Date, automatic and permanent reductions in the commitments with respect to the Bridge Facility) in an amount equal to 100% of the net cash proceeds (including into escrow) received by Parent in connection with certain sales or issuances of debt or equity securities (including the Senior Notes), the incurrence of certain other indebtedness for borrowed money and certain non-ordinary course asset sales or other dispositions, as well as certain specified asset sales by NXP, in each case as further described in the Bridge Commitment Letter. The Bridge Facility is also expected to allow for voluntary prepayments of the Bridge Loans in whole or in part without premium or penalty; provided that the Bridge Loans bearing interest with reference to the reserve-adjusted Eurodollar Rate will be prepayable only on the last day of the related interest period unless Parent pays any related breakage costs.

Borrower, Guarantors and Collateral. The borrower under the Bridge Facility is expected to be Parent. Obligations under the Bridge Facility are expected to be guaranteed by each subsidiary of Parent, if any, that guarantees any other indebtedness for borrowed money of Parent. The Bridge Facility is expected to be unsecured.

Conditions. The funding of the Bridge Facility contemplated by the Bridge Commitment Letter is subject to the satisfaction of certain conditions precedent, including, without limitation:

- consummation of the Offer in accordance with the Purchase Agreement without giving effect to any modifications, consents, amendments or waivers thereto or thereunder that in each case are materially adverse to the interests of the Bridge Lenders, commitment parties or lead arrangers unless consented to in writing by the lead arrangers thereof;
- since October 27, 2016, there will not have occurred any fact, change, event, development, occurrence or effect that would have or reasonably be expected to have, individually or in the aggregate, a "Target Material Adverse Effect" (which is defined in the Bridge Commitment Letter in a manner consistent with the comparable term in the Purchase Agreement; see Section 11 — "The Purchase Agreement; Other Agreements") but does not require satisfaction of a clause of the definition of "Target Material Adverse Effect" relating to impairment of NXP's ability to consummate the transactions contemplated by the Purchase Agreement;
- delivery of certain audited, unaudited and pro forma financial statements of Parent and NXP;
- payment of costs, fees, expenses (including, without limitation, legal fees and expenses) required to be paid pursuant to the Bridge Commitment Letter;

- delivery of a solvency certificate from the chief financial officer of Parent and certain other customary closing documents (including customary legal opinions, customary evidence of authority, customary closing certificates, customary corporate records and documents from public officials, a customary borrowing notice and documentation required under applicable "know your customer" and anti-money laundering rules and regulations);
- accuracy of certain specified representations and warranties in the Purchase Agreement and specified representations and warranties in the definitive documentation in respect of the Bridge Facility (the "Bridge Loan Documentation") and absence of a default or event of default under the Bridge Loan Documentation relating to (a) non-payment of amounts due under the Bridge Facility, (b) payment events of default under any material debt instrument (including upon acceleration thereof), (c) bankruptcy or insolvency or (d) invalidity of the Bridge Loan Documentation;
- repayment in full of all amounts due or outstanding in respect of certain credit facilities of NXP or its subsidiaries and the termination of all commitments to extend credit thereunder and the discharge and release of all guarantees and security interests in respect thereof; and
- execution and delivery of the Bridge Loan Documentation.

Other Terms. The Bridge Facility is expected to contain representations, warranties, conditions precedent, events of default, indemnities and affirmative and negative covenants that are customary for facilities of this type. Affirmative covenants are expected to include, among others, covenants pertaining to the delivery of financial statements, notices, certificates and other information, payment of taxes, preservation of existence and compliance with laws. Negative covenants are expected to include, among others, covenants that would restrict the ability of Parent and its subsidiaries, as applicable, to incur certain liens and make certain fundamental changes, and of Parent's subsidiaries to incur indebtedness. These covenants are expected to be subject to a number of important exceptions and qualifications. Certain changes of control are also expected to constitute an event of default under the Bridge Facility. It is expected that the Bridge Facility will require Parent to maintain a consolidated interest coverage ratio (to be defined in the Bridge Loan Documentation in a manner consistent with the Term Loan Documentation (as defined below)) of at least 3.00 to 1.00 as of the last day of each fiscal quarter ended following the execution and delivery of the Bridge Loan Documentation. Amounts drawn under the Bridge Facility will mature on the date that is 364 days after the Bridge Closing Date.

Termination. The commitments and agreements of the Bridge Lenders under the Bridge Commitment Letter will terminate (or, in the case of clause (i), will be replaced by commitments under the Bridge Facility) on the earliest of (i) the execution and delivery of the Bridge Loan Documentation, (ii) the consummation of the Offer without using the Bridge Loans, (iii) the termination of the Purchaser's obligation to consummate the Offer pursuant to the Purchase Agreement and (iv) the End Date.

Term Loan Facility

The following summary description of the Term Loan Facility and all other provisions of the Term Loan Facility discussed herein are qualified by reference to the Term Loan Documentation (as defined below), which has been filed as Exhibit (b)(3) to the Schedule TO filed with the SEC in connection with the Offer and is incorporated herein by reference. The Term Loan Documentation may be examined and copies may be obtained at the places and in the manner set forth in Section 8 — "Certain Information Concerning Parent and Purchaser." Shareholders and other interested parties should read the Term Loan Documentation for a more complete description of the provisions summarized below.

Interest Rates and Fees. Interest under the Term Loan Facility is payable either, at the option of Parent, at a Base Rate (as defined in the definitive documentation with respect to the Term Loan Facility (the "Term Loan Documentation")) or a reserve-adjusted Eurocurrency Rate (as defined in the Term Loan Documentation) plus, in each case, a *per annum* applicable rate that fluctuates between 0.0 basis points and 25.0 basis points, in the case

of Term Loans priced at the Base Rate, and between 75.0 basis points and 125.0 basis points, in the case of Term Loans priced at the reserve-adjusted Eurocurrency Rate, based on Parent's Debt Ratings with certain provisions taking into account potential differences in ratings issued by the relevant rating agencies or a lack of ratings issued by such rating agencies. Parent will be required to pay a ticking fee at a rate equal to (a) a *per annum* rate that fluctuates between 4.0 basis points and 12.5 basis points based on the Debt Ratings, times (b) the actual daily undrawn commitments with respect to the Term Loan Facility, accruing during the period commencing on December 26, 2016 and ending on the earlier of the date of funding of the Term Loan Facility (the "Term Loan Closing Date") and the date the commitments with respect to the Term Loan Facility terminate.

Prepayments. Aside from customary amortization payments, the Term Loan Facility does not require mandatory prepayments (or, prior to the Term Loan Closing Date, reductions in the commitments with respect to the Term Loan Facility). The Term Loan Facility allows for voluntary prepayments of the Term Loans in whole or in part without premium or penalty.

Borrower, Guarantors and Collateral. Parent is the borrower under the Term Loan Facility. Obligations under the Term Loan Facility are not guaranteed by any entity (but will be required to be guaranteed by the same subsidiaries, if any, that guarantee any outstanding Bridge Loans) and the Term Loan Facility is unsecured.

Conditions. The funding of the Term Loan Facility is subject to the satisfaction of certain conditions precedent, including, without limitation:

- consummation of the Offer in accordance with the Purchase Agreement without giving effect to any modifications, consents, amendments or waivers thereto or thereunder that are materially adverse to the interests of the lenders or lead arrangers under the Term Loan Facility unless consented to in writing by the lead arrangers thereof;
- since October 27, 2016, there will not have occurred any fact, change, event, development, occurrence or effect that would have or reasonably be expected to have, individually or in the aggregate, a "Target Material Adverse Effect" (which is defined in the Bridge Commitment Letter in a manner consistent with the comparable term in the Purchase Agreement; see Section 11 — "The Purchase Agreement; Other Agreements"), but does not require satisfaction of a clause of the definition of "Target Material Adverse Effect" relating to impairment of NXP's ability to consummate the transactions contemplated by the Purchase Agreement;
- delivery of certain audited, unaudited and pro forma financial statements of Parent and NXP;
- payment of fees, charges and disbursements required to be paid under or in connection with the Term Loan Facility;
- delivery of a solvency certificate from the chief financial officer of Parent and certain other customary closing documents (including customary closing certificates, a favorable legal opinion from Parent's counsel as to its registration status under the Investment Company Act of 1940, a customary request for credit extension and documentation required under applicable "know your customer" and anti-money laundering rules and regulations);
- accuracy of certain specified representations and warranties in the Purchase Agreement and specified representations and warranties in the Term Loan Documentation and absence of a default or event of default under the Term Loan Documentation relating to non-payment of amounts due, events of default under certain material debt instruments or bankruptcy or insolvency; and
- repayment in full of all amounts due or outstanding in respect of certain credit facilities of NXP or its subsidiaries and the termination of all commitments to extend credit thereunder and the discharge and release of all guarantees and security interests in respect thereof.

Other Terms. The Term Loan Documentation contains representations, warranties, conditions precedent, events of default, indemnities and affirmative and negative covenants that are customary for facilities of this

type. Affirmative covenants include, among others, covenants pertaining to the delivery of financial statements, notices, certificates and other information, payment of taxes, preservation of corporate and compliance with laws. Negative covenants include, among others, covenants that restrict the ability of Parent and its subsidiaries, as applicable, to incur certain liens and make certain fundamental changes, and of Parent's subsidiaries to incur indebtedness. These covenants are subject to a number of important exceptions and qualifications. Certain changes of control also constitute an event of default under the Term Loan Facility. The Term Loan Facility also requires Parent to maintain a consolidated interest coverage ratio (as defined in the Term Loan Facility) of at least 3.00 to 1.00 as of the last day of each fiscal quarter ended following the execution and delivery of the Term Loan Documentation. Amounts borrowed under the Term Loan Facility mature on third anniversary of the Term Loan Closing Date.

Termination. Commitments under the Term Loan Facility terminate on the first to occur of (i) the Term Loan Closing Date (after giving effect to the Term Loans made on such date), (ii) the consummation of the Offer without using the Term Loans, (iii) the termination of Purchaser's obligation to consummate the Offer pursuant to the Purchase Agreement and (iv) 11:59 p.m. New York City time on the End Date.

Revolving Credit Facility

The following summary description of the Revolving Credit Facility and all other provisions of the Revolving Credit Facility discussed herein are qualified by reference to the Revolver Documentation (as defined below), which has been filed as Exhibit (b)(4) to the Schedule TO filed with the SEC in connection with the Offer and is incorporated herein by reference. The Revolver Documentation may be examined and copies may be obtained at the places and in the manner set forth in Section 8 — "Certain Information Concerning Parent and Purchaser." Shareholders and other interested parties should read the Revolver Documentation for a more complete description of the provisions summarized below.

In lieu of issuing commercial paper under its existing unsecured commercial paper program to finance part of the Offer Consideration, Parent may borrow Revolving Loans under the Revolving Credit Facility.

Interest Rates and Fees. Interest under the Revolving Credit Facility is payable either, at the option of Parent, at a Base Rate (as defined in the definitive documentation with respect to the Revolving Credit Facility (the "Revolver Documentation")) or a reserve-adjusted Eurocurrency Rate (as defined in the Revolver Documentation) plus, in the case of Revolving Loans priced at the reserve-adjusted Eurocurrency Rate, a *per annum* applicable rate that fluctuates between 58.5 basis points and 100.0 basis points based on Parent's Debt Ratings with certain provisions taking into account potential differences in ratings issued by the relevant rating agencies or a lack of ratings issued by such ratings agencies. Parent will also be required to pay a facility fee equal to (a) a *per annum* rate that fluctuates between 4.0 basis points and 12.5 basis points based on the Debt Ratings, times (b) the actual daily amount of aggregate commitments with respect to the Revolving Credit Facility, subject to certain adjustments.

Prepayments and Borrowings. The Revolving Credit Facility does not require mandatory prepayments and allows for voluntary prepayments of the Revolving Loans in whole or in part without premium or penalty. Amounts available under the Revolving Credit Facility may be borrowed, repaid and reborrowed, as applicable, including in the form of swing line loans and letters of credit, until the maturity date thereof.

Borrower, Guarantors and Collateral. Parent is the borrower under the Revolving Credit Facility. Obligations under the Revolving Credit Facility are not guaranteed by any entity (but will be required to be guaranteed by the same subsidiaries, if any, that guarantee any outstanding Bridge Loans) and the Revolving Credit Facility is unsecured.

Conditions. Borrowings under the Revolving Credit Facility are subject to the satisfaction of certain conditions precedent, including, without limitation:

- accuracy of certain representations and warranties in the Revolver Documentation; and

- absence of a default under the Revolver Documentation, including after giving effect to the relevant borrowing and the application of proceeds thereof.

Other Terms. The Revolver Documentation contains representations, warranties, conditions precedent, events of default, indemnities and affirmative and negative covenants that are customary for facilities of this type. Affirmative covenants include, among others, covenants pertaining to the delivery of financial statements, notices, certificates and other information, payment of taxes, preservation of existence and compliance with laws. Negative covenants include, among others, covenants that restrict the ability of Parent and its subsidiaries, as applicable, to incur certain liens and make certain fundamental changes, and of Parent's subsidiaries to incur indebtedness. These covenants are subject to a number of important exceptions and qualifications. Certain changes of control also constitute an event of default under the Revolving Credit Facility. The Revolving Credit Facility also requires Parent to maintain a consolidated interest coverage ratio (as defined in the Revolver Documentation) of at least 3.00 to 1.00 as of the last day of each fiscal quarter ended following the execution and delivery of the Revolver Documentation. Under the Revolver Documentation, the maturity date with respect to $4.470 billion of the Revolving Loans was extended to November 8, 2021, while $530 million of the Revolving Loans will continue to mature on February 18, 2020, in each case unless otherwise extended in accordance with the terms of the Revolver Documentation.

10. Background of the Offer; Past Contacts or Negotiations with NXP.

The following chronology summarizes the key meetings and events between representatives of Parent and Purchaser and representatives of NXP that led to the signing of the Purchase Agreement. The following chronology does not purport to catalogue every conversation among representatives of Parent, Purchaser and NXP. For a review of NXP's additional activities relating to these contacts, please refer to NXP's Schedule 14D-9 being mailed to NXP shareholders with this Offer to Purchase.

In the ordinary course of its business, Parent seeks to create value for its stockholders by, among other things, enhancing its product offerings and developing a balanced portfolio of differentiated products. As part of this initiative, Parent's senior management team regularly considers, evaluates and discusses with the board of directors of Parent (the "Parent Board") potential transactions and collaborations that align with Parent's businesses, strategic direction and ongoing business development plans. During the course of these evaluations, Parent identified NXP as a compelling acquisition candidate that would particularly enhance Parent's technology offerings, most notably within the automotive, security and Internet of Things (IoT) segments.

On January 27, 2016, following a brief conversation that had previously taken place between Brian Modoff, Executive Vice President, Strategy and Mergers & Acquisitions of Parent, and Richard Clemmer, President and Chief Executive Officer of NXP, during which Mr. Clemmer noted that NXP was exploring a potential divestiture of its Digital Networking business, Mr. Modoff emailed Mr. Clemmer to arrange an in-person meeting. On February 5, 2016, Mr. Modoff and Mr. Clemmer met in Austin, Texas to preliminarily discuss Parent's potential interest in acquiring NXP's Digital Networking business.

On March 7, 2016, the Parent Board established a special committee, comprised of five directors (the "M&A Special Committee"), that was authorized to oversee and coordinate Parent's review and evaluation of potential strategic opportunities.

In late March 2016, Parent engaged Goldman, Sachs & Co. ("Goldman Sachs") and Evercore Group L.L.C. ("Evercore") to act as financial advisors to Parent.

During the course of April 2016, Parent management, together with representatives from Goldman Sachs and Evercore, initiated a comprehensive evaluation of NXP's businesses, operations and financial performance based on publicly available information and, on April 4, 2016 and April 25, 2016, met with the M&A Special Committee to review and discuss their initial findings. DLA Piper, US LLP, legal counsel to the Parent Board

and the M&A Special Committee, was also present at these and subsequent Parent Board and M&A Special Committee meetings.

On April 7, 2016, Parent and a subsidiary of NXP entered into a confidentiality agreement for the purposes of further discussions regarding a potential acquisition of NXP's Digital Networking business by Parent. On April 26, 2016, members of Parent's and NXP's respective management teams met in Austin, Texas to hold further preliminary discussions regarding this potential transaction.

On May 2, 2016, the Parent Board held a regularly scheduled meeting during which it received an update from Parent management regarding the analysis that had been conducted to date regarding a potential acquisition of NXP's Digital Networking business and NXP as a whole. Representatives of Goldman Sachs and Evercore were also in attendance at this meeting. As a result of this discussion, the Parent Board determined to no longer pursue a separate acquisition of NXP's Digital Networking business and to instead focus on a potential acquisition of the entire company. The Parent Board authorized the M&A Special Committee and Parent management to continue its review and to initiate discussions with NXP regarding a potential acquisition of NXP as a whole.

During the remainder of May 2016 and early June 2016, the M&A Special Committee met on several occasions with members of Parent management and representatives of Goldman Sachs and Evercore to discuss and evaluate the prospects and potential long-term strategic merits of an acquisition of NXP.

On June 9, 2016, Steve Mollenkopf, Chief Executive Officer of Parent, met with Mr. Clemmer and, during that meeting, Mr. Mollenkopf relayed to Mr. Clemmer that while Parent was no longer interested in acquiring NXP's Digital Networking business, it was interested in exploring a potential acquisition of NXP as a whole. Mr. Clemmer informed Mr. Mollenkopf that he would relay Parent's interest to the members of the NXP Board attending the next scheduled meeting on June 12, 2016.

On June 20, 2016, Mr. Mollenkopf, Derek Aberle, President of Parent, George Davis, Executive Vice President and Chief Financial Officer of Parent, and Mr. Modoff held a meeting with Mr. Clemmer, Daniel Durn, Executive Vice President and Chief Financial Officer of NXP, Peter Kelly, Executive Vice President, Strategy & M&A of NXP, and Henri Ardevol, Senior Vice President, Corporate Strategy of NXP. At that meeting the parties discussed, on a preliminary basis, a potential acquisition of NXP by Parent, including the companies' complementary strengths as well as potential areas of value creation that could arise from a strategic transaction.

On July 10, 2016, the M&A Special Committee met to receive an update from Parent management and Goldman Sachs and Evercore regarding (1) the discussions that had taken place to date with NXP, (2) the current status of the analysis of NXP's businesses, operations and financial performance, (3) the complementary strengths of Parent's and NXP's operations and (4) the potential benefits for Parent and its stockholders that could be generated from an acquisition of NXP. The following day, the Parent Board met and received a similar update from Parent management and Goldman Sachs and Evercore.

On July 13, 2016, Mr. Davis called Mr. Kelly to reinforce Parent's interest in acquiring NXP and Mr. Davis and Mr. Kelly discussed a process for Parent to conduct further diligence and analysis on NXP's businesses, operations and financial performance.

On July 20, 2016, Parent and a subsidiary of NXP entered into the Confidentiality Agreement for the purpose of furthering discussions regarding a potential acquisition of NXP by Parent. During the following weeks, NXP provided Parent and its representatives with certain preliminary due diligence information regarding NXP's businesses.

On July 21, 2016, Mr. Aberle, Mr. Davis, Mr. Modoff and Donald Rosenberg, Executive Vice President, General Counsel and Corporate Secretary of Parent, met in San Diego, California with Mr. Kelly, Guido Dierick, Executive Vice President and General Counsel of NXP, and Jennifer Wuamett, Deputy General Counsel of NXP to discuss preliminary diligence matters in connection with Parent's potential acquisition of NXP.

On July 26, 2016, representatives of Parent and its legal counsel (Paul, Weiss, Rifkind, Wharton & Garrison LLP ("Paul Weiss") and Allen & Overy LLP) held a telephonic meeting with representatives of NXP and its legal counsel (Skadden, Arps, Slate, Meagher & Flom LLP ("Skadden") and De Brauw Blackstone Westbroek N.V. ("De Brauw")) to discuss potential transaction structures for an acquisition of NXP by Parent.

On August 15, 2016, the M&A Special Committee engaged Centerview Partners LLC ("Centerview") to serve as financial advisor to the M&A Special Committee and the Parent Board.

On August 22, 2016 and August 23, 2016, representatives of Parent's and NXP's respective management teams, Qatalyst Partners LP ("Qatalyst"), Goldman Sachs and Evercore met in Los Angeles, California during which (a) representatives of NXP's management provided Parent with an overview of NXP's businesses, operations and strategy and (b) the parties discussed their respective views of the strategic rationale for Parent's potential acquisition of NXP.

Throughout August and September 2016, the M&A Special Committee met on several occasions to receive periodic updates from Parent management and Parent's financial advisors and legal counsel regarding their analysis of NXP's businesses and operations and the potential long-term strategic merits of an acquisition of NXP.

On August 31, 2016, representatives of Parent's and NXP's respective management teams and their respective legal counsel held a telephonic meeting to further discuss the structure of a potential transaction.

On September 6, 2016, the M&A Special Committee held a meeting at which Parent management, along with representatives of Goldman Sachs, Evercore, Centerview and Paul Weiss updated the M&A Special Committee regarding their assessment of the financial and operational merits of a potential acquisition of NXP. At this meeting, the M&A Special Committee recommended that the Parent Board authorize management to continue to explore a potential acquisition of NXP, including the submission of a non-binding proposal.

On September 9, 2016, the Parent Board met to, among other things, discuss and review the prospects and potential merits of an acquisition of NXP based on diligence and meetings that had been conducted and held to date. Representatives of Goldman Sachs, Evercore, Centerview and Paul Weiss participated in this meeting. Following the conclusion of this discussion, the Parent Board authorized management to continue to pursue the transaction with NXP and approved the submission of a non-binding proposal to acquire NXP.

On September 11, 2016, Parent submitted a written non-binding proposal (the "September 11 Proposal") to acquire all of the outstanding Shares at an all cash purchase price of $103.00 per Share, which would be funded from a combination of Parent's available balance sheet cash and committed debt financing. The September 11 Proposal was subject to customary conditions, including Parent's completion of due diligence and the parties' negotiation of mutually acceptable definitive documentation, each of which Parent believed could be completed within 30 days. Later that day, Mr. Mollenkopf called Mr. Clemmer to further discuss the September 11 Proposal.

On September 12, 2016, Mr. Clemmer called Mr. Mollenkopf to inform him of NXP's management's view that the per Share purchase price included in the September 11 Proposal did not adequately reflect the value of NXP. That same day, representatives of NXP's financial advisor, Qatalyst, communicated the same message to representatives of Goldman Sachs and Evercore.

On September 15, 2016, NXP sent a letter (the "September 15 Letter") to Parent stating that, following the NXP Board's review of the September 11 Proposal (which had taken place on September 14, 2016), the NXP Board had determined that it was not willing to move forward with the September 11 Proposal as the proposed per Share purchase price did not adequately reflect the value of NXP on a standalone basis or the incremental value that could be achieved through a combination of Parent and NXP. Subsequently, and on the same day, Mr. Clemmer and Mr. Mollenkopf had a telephonic discussion during which Mr. Clemmer reiterated the reasons for rejecting the September 11 Proposal contained in the September 15 Letter.

On September 16, 2016, representatives of Qatalyst held a telephonic meeting with representatives of Goldman Sachs and Evercore to discuss (a) the position taken by NXP in the September 15 Letter and (b) Parent's financial assumptions underlying the September 11 Proposal.

On September 19, 2016, Mr. Mollenkopf called Mr. Clemmer to further discuss the September 15 Letter.

On September 23, 2016, Mr. Mollenkopf called Mr. Clemmer to relay that Parent was willing to revise its non-binding proposal to acquire NXP by increasing the purchase price to $108.50 per Share in cash (the "September 23 Proposal"), with such proposal otherwise remaining subject to the same terms and conditions that were set forth in the September 11 Proposal. Mr. Clemmer indicated that the NXP Board would assess Parent's revised proposal and that he would revert to Mr. Mollenkopf following that assessment.

On September 26, 2016, representatives of Qatalyst spoke with representatives of Goldman Sachs and Evercore regarding the details and financial assumptions underlying the September 23 Proposal.

On September 29, 2016, various media outlets and sell-side analysts reported that Parent was in talks to acquire NXP, with *The Wall Street Journal* reporting that the deal would likely be valued at more than $30 billion. Later that day, Mr. Davis called Mr. Kelly to discuss the media reports and the status of the NXP Board's review of the September 23 Proposal.

Following a meeting of the NXP Board that took place on September 30, 2016, Mr. Mollenkopf and Mr. Clemmer held a series of conversations from September 30, 2016 through October 2, 2016 to discuss the September 23 Proposal. During these discussions, Mr. Clemmer relayed that while the NXP Board continued to view the proposed per Share price that was included in the September 23 Proposal as being inadequate, it was willing to engage with Parent on other key terms of a proposed acquisition of NXP by Parent, most notably NXP's view that any definitive transaction agreement should include appropriate commitments from Parent to obtain regulatory approvals and significant reverse termination compensation payable by Parent in appropriate circumstances.

On October 2, 2016, Mr. Mollenkopf called Mr. Clemmer to relay that Parent was willing to further revise its non-binding proposal to acquire NXP by increasing the purchase price to $110.00 per Share in cash (the "October 2 Proposal"), with such proposal otherwise remaining subject to the same terms and conditions that were set forth in the September 11 Proposal. During this and subsequent discussions that day, Mr. Mollenkopf informed Mr. Clemmer that the October 2 Proposal represented Parent's best and final offer.

On October 3, 2016, Mr. Clemmer informed Mr. Mollenkopf that, at a meeting that had been held earlier that day, the NXP Board had approved having NXP enter into negotiations with Parent regarding definitive documentation on the basis of the October 2 Proposal, with the goal of executing a definitive agreement for a transaction by October 27, 2016. During this conversation, Mr. Clemmer again noted that it was the view of the NXP Board that any such definitive agreement should include (a) appropriate commitments from Parent to obtain required regulatory approvals and (b) meaningful reverse termination compensation payable by Parent in appropriate circumstances. Later that same day, representatives of Qatalyst had a telephonic conversation with representatives of Goldman Sachs and Evercore during which the same messages were relayed.

Later on October 3, 2016, representatives of Parent provided NXP with a draft exclusivity agreement, which contained customary exclusivity restrictions running through October 27, 2016. Over the next few days, the parties and their respective legal counsel negotiated and finalized the terms of the exclusivity agreement. On October 6, 2016, the Parent Board approved the terms of the exclusivity agreement and, later that day, the parties executed the exclusivity agreement providing for mutual exclusivity until 11:59 p.m., California time, on October 27, 2016.

Also on October 6, 2016, representatives of NXP's management and Skadden and representatives of Parent's management and Paul Weiss discussed structuring and conditionality issues regarding the potential transaction.

During the evening of October 6, 2016, Parent and its financial advisors and legal counsel were given access to a virtual data room containing confidential information about NXP. Parent's and its advisors' detailed due diligence review of NXP continued through October 26, 2016.

Between October 7 and 15, 2016, representatives of Parent's and NXP's respective management teams and their advisors attended meetings in Austin, Texas, Amsterdam, The Netherlands and Los Angeles, California. During these meetings, the parties discussed diligence matters in connection with Parent's potential acquisition of NXP, and representatives of NXP's management provided Parent with further details regarding an overview of NXP's businesses, operations and strategy.

On October 12, 2016, Paul Weiss delivered an initial draft of the Purchase Agreement to Skadden, and on October 14, 2016, Paul Weiss delivered to Skadden an initial draft of the form of Asset Sale Agreement to be attached as an exhibit to the Purchase Agreement.

During the period from October 13, 2016 through October 16, 2016, members of the parties' respective management teams and the parties' respective legal counsel and financial advisors held multiple discussions regarding the initial drafts of the transaction documentation, focusing on, among other things (a) Purchaser's level of required efforts to obtain required regulatory approvals, (b) provisions related to the Pre-Closing Internal Reorganization and (c) NXP's view that reverse termination compensation must be payable by Purchaser under certain specified circumstances.

On October 17, 2016, Skadden sent Paul Weiss a revised draft of the Purchase Agreement and throughout the week of October 17, 2016, Skadden and Paul Weiss exchanged drafts of the Purchase Agreement and other transaction documents and engaged in multiple discussions regarding the same. These discussions in large part focused on (i) whether Parent or Purchaser would be the acquiring party to the Purchase Agreement, (ii) Purchaser's level of required efforts to obtain required regulatory approvals, (iii) the completion of Pre-Closing Internal Reorganization and (iv) whether, how much and under what circumstances reverse termination compensation would be payable by Purchaser. On October 18, 2016, Paul Weiss sent Skadden (1) an initial draft of a support letter agreement whereby Parent agreed to take all actions necessary to cause Purchaser to perform its obligations under the Purchase Agreement and (2) an initial description of the Pre-Closing Internal Reorganization that would need to be completed prior to the Offer Closing.

On October 20, 2016, Paul Weiss sent Skadden a further revised draft of the Purchase Agreement. On that same day, Skadden sent Paul Weiss a revised draft of the support letter agreement and proposed terms for a letter of credit that NXP proposed that Parent would obtain to backstop a significant portion of Purchaser's monetary obligations in connection with the transaction. On October 22, 2016, Skadden sent Paul Weiss an initial draft of NXP's disclosure schedules in connection with the Purchase Agreement.

On October 23, 2016, the Parent Board held a meeting that was attended by members of Parent's management team and representatives of Goldman Sachs, Evercore, Centerview and Paul Weiss. During this meeting, the Parent Board was provided with an update regarding discussions with NXP and also discussed Parent's key due diligence findings, reviewed a valuation analysis of NXP and further discussed the strategic rationale for pursuing a transaction with NXP. Paul Weiss also updated the Parent Board on the status of the negotiations with NXP and provided an overview of the key terms of the Purchase Agreement and other transaction documents (including the remaining open issues).

Later on October 23, 2016, Skadden sent Paul Weiss a revised draft of the Purchase Agreement and a revised description of the Pre-Closing Internal Reorganization, and Cravath, Swaine & Moore LLP, legal counsel to Parent for its debt financing, sent Skadden a draft of Parent's debt commitment letter for the proposed transaction.

On October 24, 2016, representatives of Goldman Sachs and Evercore had a telephonic conversation with representatives of Qatalyst to discuss the proposed acquisition financing for the potential acquisition.

From October 24, 2016 to October 26, 2016, representatives of Parent's management and Paul Weiss held a series of meetings with representatives of NXP's management, Skadden and De Brauw at the New York offices of Skadden to negotiate the remaining outstanding issues between the parties and finalize the Purchase Agreement and other transaction documents. As a result of these negotiations, it was agreed, among other things, that (1) Purchaser would be the acquiring party, subject to the terms of the Letter Agreement between Parent and Purchaser and the Dutch Pledge Agreement and the U.S. Pledge Agreement whereby Purchaser would, in accordance with the terms thereof, pledge to NXP its rights to enforce the Letter Agreement against Parent, (2) NXP would pay termination compensation of $1,250,000,000 if it terminated the Purchase Agreement to enter into a superior proposal and other customary circumstances, (3) Purchaser would pay termination compensation of $2,000,000,000 if the Purchase Agreement was terminated due to the failure to obtain required regulatory approvals or the failure to materially complete the Pre-Closing Internal Reorganization and (4) Purchaser would obtain a letter of credit for $2,000,000,000 in favor of NXP within 30 days from the date of the Purchase Agreement.

On the afternoon of October 26, 2016, the Parent Board held a meeting that was attended by members of Parent's management team and representatives of Goldman Sachs, Evercore, Centerview and Paul Weiss. During this meeting, the Parent Board was provided with an update regarding discussions with NXP and reviewed the material terms and conditions of the Purchase Agreement and other transaction documents. At the conclusion of that meeting, following discussions and deliberations, the Parent Board unanimously determined that the proposed acquisition of NXP by Purchaser was advisable to, and in the best interests of, Parent and Purchaser.

At a separate meeting also held on October 26, 2016, the board of directors of Purchaser (the "Purchaser Board") reviewed the material terms and conditions of the Purchase Agreement and other transaction documents and, at the conclusion of that meeting, following discussions and deliberations, the Purchaser Board determined that entering into the definitive documentation was in the best interests of Purchaser.

Early in the morning of October 27, 2016, Purchaser and NXP executed the Purchase Agreement and Parent, Purchaser and NXP, as applicable, executed the other transaction documents. Later that morning before the opening of the U.S. markets, Parent and NXP issued a joint press release announcing the execution of the transaction documents.

For more information on the Purchase Agreement and the other agreements between NXP and Parent, Purchaser and their respective related parties, see Section 8 — "Certain Information Concerning Parent and Purchaser," Section 9 — "Source and Amount of Funds," and Section 11 — "The Purchase Agreement, Other Agreements."

11. The Purchase Agreement; Other Agreements.

The Purchase Agreement

The following summary of certain provisions of the Purchase Agreement and all other provisions of the Purchase Agreement discussed herein are qualified by reference to the Purchase Agreement itself, which is filed as Exhibit (d)(1) to the Schedule TO filed with the SEC in connection with the Offer and is incorporated herein by reference. The Purchase Agreement may be examined and copies may be obtained at the places and in the manner set forth in Section 8 — "Certain Information Concerning Parent and Purchaser." Shareholders and other interested parties should read the Purchase Agreement for a more complete description of the provisions summarized below. Capitalized terms used herein and not otherwise defined have the respective meanings set forth in the Purchase Agreement.

This summary of the Purchase Agreement has been included to provide investors with information regarding its terms. It is not intended to provide any other factual disclosures about Purchaser, NXP or their respective affiliates. The Purchase Agreement contains representations, warranties, agreements and covenants

that are the product of negotiations among the parties thereto and made to, and solely for the benefit of, each other as of specified dates. The assertions embodied in those representations, warranties, agreements and covenants are subject to qualifications and limitations agreed to by the respective parties and are also qualified in important part by a confidential disclosure letter delivered by NXP to Purchaser in connection with the Purchase Agreement. The representations, warranties, agreements and covenants in the Purchase Agreement were made for the purpose of allocating contractual risk between the parties thereto and governing contractual rights and relationships between the parties thereto instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to security holders of Parent or NXP. In reviewing the representations, warranties, agreements and covenants contained in the Purchase Agreement or any descriptions thereof in this Section 11, it is important to bear in mind that such representations, warranties, agreements and covenants or any descriptions thereof were not intended by the parties to the Purchase Agreement to be characterizations of the actual state of facts or conditions of Purchaser, NXP or their respective affiliates. Moreover, information concerning the subject matter of the representations, warranties, agreements and covenants may have changed since the date of the Purchase Agreement and may change after the date hereof, and such subsequent information may or may not be fully reflected in public disclosures. For the foregoing reasons, such representations, warranties, agreements and covenants or descriptions thereof should not be read alone and should instead be read in conjunction with the other information contained in the reports, statements and filings that Parent and NXP publicly file.

The Offer. Purchaser has agreed to commence (within the meaning of Rule 14d-2 promulgated under the Exchange Act) the Offer as promptly as reasonably practicable after the date of the Purchase Agreement, but in no event later than 15 business days following the date of the Purchase Agreement. Subject to the satisfaction or waiver (in accordance with the Purchase Agreement and applicable law) of the conditions to the Offer, Purchaser has agreed to, at or as promptly as practicable following the Expiration Time (but in any event, within two business days of the Expiration Time), accept for payment and, at or as promptly as practicable following the Acceptance Time (but in any event within three business days of the Acceptance Time), pay for all Shares validly tendered pursuant to the Offer and not properly withdrawn. However, if payment for Shares would have occurred on a date that is any of the three business days prior to the closing of the fiscal quarter of Parent, then Purchaser may elect that the Offer Closing will occur on the first business day of the next fiscal quarter of Parent; provided that Purchaser will confirm in writing to NXP that at the time of such election, all conditions to the Offer were satisfied and, as of the first business day of the next fiscal quarter all conditions to the Offer will be deemed satisfied (other than as prohibited by law or where failure of any such condition to be satisfied was proximately caused by NXP's willful breach of the Purchase Agreement).

Purchaser expressly reserves the right at any time prior to the Expiration Time, at its sole discretion, to waive, in whole or in part, any condition to the Offer and to make any change in the terms of or conditions to the Offer. However, Purchaser will not (without the prior written consent of NXP): (a) waive or change the Minimum Condition (except to the extent permitted under the Purchase Agreement); (b) decrease the Offer Consideration; (c) change the form of consideration to be paid in the Offer; (d) decrease the number of Shares sought in the Offer; (e) extend or otherwise change the Expiration Time except as provided in the Purchase Agreement; or (f) impose additional conditions to the Offer or otherwise amend, modify or supplement any of the conditions to the Offer or terms of the Offer in a manner adverse to NXP shareholders.

Extensions of the Offer. The parties agreed that unless extended as provided in the Purchase Agreement or as mutually agreed upon by the parties, the Offer will expire at 5:00 p.m. (New York City time) on the date that is the later of (i) 21 business days (calculated as set forth in Rule 14d-1(g)(3) promulgated under the Exchange Act) after the date of commencement of the Offer and (ii) such date that is six business days after the date of the EGM. If any condition to the Offer is not satisfied or waived at the then-scheduled Expiration Time, Purchaser has agreed to extend the Offer (the length of such extension period to be determined by Purchaser) from time to time until such condition or conditions to the Offer are satisfied or waived. Purchaser has agreed in the Purchase Agreement that it will extend the Offer:

- for the minimum period required by applicable law, the SEC or the rules of NASDAQ; and

- on one or more occasions in consecutive periods of 10 business days each (or such other duration as Purchaser and NXP may agree) if, at any then-scheduled Expiration Time, any condition to the Offer has not been satisfied or waived, in order to permit satisfaction of such condition; except that:
  - if Purchaser determines in good faith, after consultation with outside legal counsel, that at any then-scheduled Expiration Time occurring on or before April 25, 2017, the Antitrust Clearance Condition is not reasonably likely to be satisfied within such 10 business day extension period, then Purchaser will be permitted to extend the Offer on such occasion for up to 20 business days;
  - if the sole remaining unsatisfied condition to the Offer is the Minimum Condition, Purchaser will not be required to extend the Offer for more than two occasions in consecutive periods of 10 business days each (or such other duration as Purchaser and NXP may agree); and
  - Purchaser is not required to extend the Offer beyond the End Date.

Following the Acceptance Time, Purchaser will provide for a subsequent offering period (such period, including to the extent extended, the "Subsequent Offering Period") of at least 10 business days in accordance with Rule 14d-11 under the Exchange Act and in accordance with the Purchase Agreement. For purposes of the Offer, a "business day" means a day, other than Saturday, Sunday or other day on which commercial banks in Amsterdam, The Netherlands or New York, New York, United States are authorized or required by applicable Law to close. The Subsequent Offering Period is not an extension of the Offer. The Subsequent Offering Period would be an additional period of time, following the Expiration Time, in which shareholders may tender Shares previously tendered pursuant to the Offer. Purchaser will announce additional details with respect to the Subsequent Offering Period in accordance with applicable rules, regulations and interpretations of the SEC. In the event that prior to the expiration of the Subsequent Offering Period, Purchaser elects to effectuate the Asset Sale, the Second Step Transaction and the Second Step Distribution, on the one hand, or the Asset Sale and the Compulsory Acquisition, on the other hand, Purchaser will extend the Subsequent Offering Period for at least five business days. There will be no withdrawal rights during the Subsequent Offering Period and any Shares tendered will immediately be accepted and promptly paid for. Any shares tendered during the Subsequent Offering Period will be acquired by Purchaser at the Offer Consideration, in cash, without interest and less applicable withholding taxes. **Under no circumstances will interest be paid on the Offer Consideration paid pursuant to the Offer, regardless of any extension of the Offer, the Subsequent Offering Period, or any delay in making payment for Shares.**

Treatment of NXP Equity Awards. At the Offer Closing, and, without any further action on the part of Purchaser, Parent, NXP, any holder of any outstanding restricted stock unit or any holder of any outstanding performance-based restricted stock unit, as applicable, or any other person, each outstanding award of restricted stock units in respect of NXP Shares that are subject to only time- or service-based vesting (each, a "NXP RSU") and restricted stock units in respect of NXP Shares that are subject, in whole or in part, to vesting based on the achievement of one or more performance goals, notwithstanding that the vesting of such restricted stock unit may be also be conditioned upon the continued service of the holder thereof (each, a "NXP PSU"), which are either vested or vest solely as a result of the completion of the transactions contemplated by the Purchase Agreement, will be canceled in exchange for an amount in cash (without interest and less any applicable withholding taxes and other applicable deductions due) equal to the product of (x) the Offer Consideration multiplied by (y) the total number of Shares subject to such NXP RSU or NXP PSU, as applicable.

At the Offer Closing, and without any further action on the part of Purchaser, Parent, NXP, any holder of any outstanding NXP RSU, or any other person, each outstanding award of unvested NXP RSUs will be converted into an equity award subject to the same terms and conditions (including vesting, acceleration, and forfeiture provisions) as applied to such NXP RSU immediately prior to the Offer Closing, with respect to a number of shares of common stock, par value $0.0001 per share, of Parent (the "Parent Shares") (rounded down to the nearest whole share) equal to the product of (x) the total number of Shares subject to such NXP RSU multiplied by (y) the Equity Award Adjustment Ratio. The "Equity Award Adjustment Ratio" is equal to (1) the

Offer Consideration divided by (2) the average closing price of Parent Shares on NASDAQ for the 20 consecutive trading days ending on the trading day immediately preceding the Offer Closing, rounded to the nearest one ten thousandth. (With respect to any fractional share that was rounded down in respect of any such NXP RSU, the holder will be entitled to receive an amount in cash, without interest and less any applicable withholding taxes and other applicable deductions due, equal to the product obtained by multiplying (x) the Offer Consideration by (y) such fractional share.)

At the Offer Closing, and without any further action on the part of Purchaser, Parent, NXP, any holder of any outstanding NXP PSU, or any other person, each outstanding award of unvested NXP PSUs will be converted into an equity award with respect to a number of Parent Shares (rounded down to the nearest whole share) equal to the product of (x) the total number of Shares subject to such NXP PSU multiplied by (y) the Equity Award Adjustment Ratio. Any NXP PSUs that are so converted will thereafter be subject to the same terms and conditions as were applicable to the related NXP PSU immediately prior to the Offer Closing, except that as of the Offer Closing the performance metrics will no longer apply and the award will be subject solely to time- or service-based vesting on the applicable dates on which it would have vested in accordance with the terms thereof in effect prior to the Offer Closing had the applicable performance criteria (including any "catch-up" performance criteria) been fully achieved, subject to the acceleration and forfeiture upon termination of employment or service in accordance with the applicable terms of the award. (With respect to any fractional share that was rounded down in respect of any such NXP PSU, the holder will be entitled to receive an amount in cash, without interest and less any applicable withholding taxes and other applicable deductions due, equal to the product obtained by multiplying (x) the Offer Consideration by (y) such fractional share.)

At the Offer Closing, and without any further action on the part of Purchaser, Parent, NXP, any holder of any outstanding option, or any other person, each outstanding option granted by NXP to acquire Shares (each, a "NXP Option") that is either vested or vests solely as a result of the completion of the transactions contemplated by the Purchase Agreement will be canceled in exchange for an amount in cash (without interest, and less any applicable withholding taxes and other applicable deductions due) equal to the product of (x) the excess, if any, of the Offer Consideration over the applicable per share exercise price of such NXP Option multiplied by (y) the number of Shares subject to such NXP Option.

At the Offer Closing, and without any further action on the part of Purchaser, Parent, NXP, any holder of any NXP Option, or any other person, each outstanding unvested NXP Option will be converted into an option to purchase, subject to the same terms and conditions (including vesting, acceleration, and forfeiture provisions) as applied to such NXP Option immediately prior to the Offer Closing, a number of Parent Shares (rounded down to the nearest whole share) equal to (a) the number of Shares subject to such NXP Option multiplied by (b) the Equity Award Adjustment Ratio, with an exercise price per share (rounded up to the nearest whole cent) equal to (1) the per share exercise price for which such NXP Option was exercisable immediately prior to the Offer Closing divided by (2) the Equity Award Adjustment Ratio.

Extraordinary General Meeting. NXP has agreed to hold the EGM to:

(i) provide information regarding the Offer and discuss the Offer;

(ii) adopt a resolution to, subject to (A) the Acceptance Time having occurred and (B) the number of Shares validly tendered in accordance with the terms of the Offer (including Shares tendered during the Subsequent Offering Period) and not properly withdrawn, together with the Shares owned by Purchaser or any of its affiliates, representing at least 80% of the outstanding Shares (the "Asset Sale Threshold"), approve the Asset Sale as contemplated by the asset sale documentation as required under section 2:107a of the Dutch Civil Code;

(iii) adopt a resolution to, subject to (A) the Acceptance Time having occurred, (B) the Asset Sale Threshold having been achieved, but the number of Shares owned by Purchaser or any of its affiliates representing at least 95% of NXP's outstanding Shares (the "Compulsory Acquisition Threshold") not

having been achieved and (C) the Asset Sale having been completed, (1) dissolve (*ontbinden*) NXP in accordance with section 2:19 of the Dutch Civil Code, (2) appoint as liquidator Stichting Vereffening NXP, a foundation (*stichting*) to be incorporated under Dutch Law and approve reimbursement of the liquidator's reasonable salary and costs (provided that such reimbursement will be subject to the approval of the Independent Directors) and (3) appoint an affiliate of NXP as the custodian of the books and records of NXP in accordance with section 2:24 of the Dutch Civil Code (the resolutions in this section (iii) and in section (ii) above collectively, the "Asset Sale Resolutions");

(iv) adopt one or more resolutions effective upon the Acceptance Time to provide full and final discharge to each member of the NXP Board for their acts of management or supervision, as applicable, up to the date of the EGM, provided that no discharge will be given to any director for acts as a result of fraud (*bedrog*), gross negligence (*grove schuld*), or willful misconduct (*opzet*) of such director;

(v) adopt one or more resolutions effective upon the Offer Closing to appoint Purchaser-designated directors to replace the resigning members of the NXP Board (the "Governance Resolutions");

(vi) adopt a resolution to, subject to Offer Closing and effective the day immediately following the closing of the Offer, amend the articles of association of NXP to align the financial year of NXP with the financial year reckoned by Purchaser; and

(vii) adopt a resolution to, subject to the Shares having been delisted from NASDAQ, (A) convert NXP from a public limited liability company (*naamloze vennootschap*) to a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) and (B) amend NXP's articles of association in connection with the matters described in clause (A).

To the extent that, at the EGM, the Asset Sale Resolutions and/or the Governance Resolutions have not been adopted, NXP will, following consultation with Purchaser, duly call and give notice of another EGM (the "Subsequent EGM"), which will take place at a date reasonably acceptable to Purchaser and not later than a date that will be prior to the date of the Expiration Time.

NXP has agreed that its obligation to duly call, give notice of, convene and hold the EGM in accordance with and subject to the terms of the Purchase Agreement will not be affected by the commencement, public proposal, public disclosure or communication to NXP of any Alternative Acquisition Proposal (as defined below) (whether or not a Superior Proposal (as defined below)), provided that, NXP will be permitted to cancel the EGM upon the termination of the Purchase Agreement in accordance with the terms of the Purchase Agreement (including to enter into a Superior Proposal). Unless the Purchase Agreement is terminated in accordance with the terms of the Purchase Agreement, NXP has agreed not to submit to the vote of the shareholders of NXP any Alternative Acquisition Proposal (whether or not a Superior Proposal) prior to the vote of the shareholders of NXP with respect to the matters set forth in clauses (i) through (vii) above.

The approval of NXP shareholders at the EGM of the Asset Sale Resolutions will be conditional upon the number of Shares tendered pursuant to the Offer (or during the Subsequent Offering Period) representing at least the Asset Sale Threshold.

NXP will consult with Purchaser regarding the date of the EGM (or any Subsequent EGM) and, unless the Purchase Agreement is terminated in accordance with the Purchase Agreement, will not cancel the EGM (or any Subsequent EGM) without the prior written consent of Purchaser, provided that NXP may, on no more than one occasion, following reasonable consultation with Purchaser, and, to the extent requested in writing by Purchaser, cancel and reconvene the EGM solely to the extent reasonably necessary (x) to ensure that any supplement or amendment to EGM materials that NXP Board, after consultation with outside counsel, reasonably determines is necessary to comply with applicable Law is made available to NXP's shareholders in advance of the EGM (and any Subsequent EGM) or (y) to solicit additional proxies in favor of the approvals set forth in the Purchase Agreement. In the event the EGM is canceled and reconvened, NXP will reconvene the EGM on a date scheduled by mutual agreement of NXP and Purchaser, or as soon as practicable following the date of such cancelation but,

in any event, no later than the day that is thirty-five (35) days following the date of such cancelation (or, in the case of a Subsequent EGM, a date that will be prior to the date of the Expiration Time).

Directors. Purchaser and NXP, will ensure that the NXP Board will, upon the Offer Closing, be composed of seven directors, five of which will be designated by Purchaser in writing prior to convening the EGM, and two of whom will be current non-executive directors of NXP, at all times independent from Purchaser (the "Independent Directors"). The initial Independent Directors will be mutually agreed upon by Purchaser and NXP. Each Independent Director will resign from the NXP Board upon the earliest of (i) such time after the Acceptance Time as Purchaser owns 100% of the issued and outstanding Shares, (ii) the Second Step Distribution being paid in full and (iii) completion of the Second Step Transaction.

Asset Sale and Post-Closing Reorganization. As promptly as practicable following the closing of the Subsequent Offering Period, Purchaser may effectuate the Post-Closing Reorganization of NXP and its subsidiaries, which may include, at Purchaser's election (i) the Asset Sale, (ii) the Second Step Transaction and the Second Step Distribution, (iii) if permissible under applicable law, the commencement by Purchaser of the Compulsory Acquisition, (iv) a statutory (cross-border or domestic) legal (triangular) merger (*juridische (driehoeks-)fusie*) in accordance with Article 2:309 *et seq.* of the Dutch Civil Code between NXP, Purchaser or any affiliate of Purchaser, (v) a statutory legal (triangular) demerger (*juridische (driehoeks) splitsing*) of NXP in accordance with Article 2:334a *et seq.* of the Dutch Civil Code, (vi) a contribution of cash and/or assets by Purchaser or by any affiliate of Purchaser in exchange for ordinary shares in NXP's share capital, in which circumstances the pre-emptive rights (*voorkeursrechten*), if any, of the minority shareholders of NXP could be excluded, (vii) a sale and transfer of assets and liabilities (A) by a subsidiary of NXP to Purchaser, or an affiliate of Purchaser, or (B) by Purchaser or any affiliate of Purchaser to any subsidiary of NXP, at terms substantially similar to the terms agreed for the Asset Sale to the extent this relates to substantially all of the assets and liabilities of NXP and its subsidiaries, (viii) a distribution of proceeds, cash and/or assets to the shareholders of NXP or share buybacks, (ix) a dissolution and liquidation of NXP, (x) a subsequent public offer for any Shares held by the minority shareholders of NXP, (xi) a conversion of NXP into a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), (xii) any transaction between NXP and Purchaser or their respective affiliates at terms that are not at arm's length, (xiii) any transaction, including a sale and/or transfer of any material asset, between NXP and its affiliates or between NXP and Purchaser or their respective affiliates with the objective of utilizing any carry forward tax losses available to NXP, Purchaser or any of their respective affiliates, (xiv) any transactions, restructurings, share issues, procedures and/or proceedings in relation to NXP and/or one or more of its affiliates required to effect the aforementioned transactions, and (xv) any combination of the foregoing, provided that any transaction described in the foregoing clauses (iv) through (xv) will required the prior written consent of NXP, such consent not to be unreasonably withheld.

If the EGM resolutions approving the Asset Sale Resolutions have been adopted at the EGM and the Asset Sale Threshold has been achieved, Purchaser and NXP have agreed that, to the extent Purchaser determines to effectuate the Asset Sale, promptly following completion of the Asset Sale, Purchaser and NXP will implement:

- the Second Step Distribution (if and to the extent that, as of the expiration of the Subsequent Offering Period, the Asset Sale Threshold has been achieved but not the Compulsory Acquisition Threshold); or
- the Compulsory Acquisition (if and to the extent that, as of the expiration of the Subsequent Offering Period, the Compulsory Acquisition Threshold has been achieved).

Certain Adjustments. In the event that, during the period between the date of the Purchase Agreement and the Expiration Time, the number of outstanding Shares or securities convertible or exchangeable into or exercisable for Shares is changed into a different number of shares or securities or a different class as a result of a reclassification, stock split (including a reverse stock split), stock dividend or distribution, recapitalization, merger, issuer tender or exchange offer or other similar transaction, then the Offer Consideration and any other amounts payable pursuant to the Purchase Agreement will be equitably adjusted, without duplication, to reflect such change.

Representations and Warranties. In the Purchase Agreement, NXP has made customary representations and warranties to Purchaser which are subject to specified exemptions and qualifications contained in the Purchase Agreement and the confidential disclosure letter that NXP delivered to Purchaser concurrently with the execution of the Purchase Agreement and to certain disclosures in NXP's and, in certain circumstances, Freescale Semiconductor, Ltd.'s SEC filings filed or furnished on or after January 1, 2015 and publicly available at least two business days prior to the date of the Purchase Agreement, including representations relating to, among other things: its organization, valid existence and standing under the laws of the jurisdiction in which its business is being conducted; its subsidiaries; its articles of association and bylaws; its capitalization; its corporate power and authority relative to the Purchase Agreement and the transactions contemplated by the Purchase Agreement; required governmental authorizations or filings or other consents and approvals, and no violations of organizational documents; public SEC filings and financial statements; certain business practices, including controls and procedures over disclosures and financial reporting; the absence of certain changes or events; the absence of undisclosed liabilities; compliance with laws, including sanctions laws and other regulatory matters; absence of litigation; real property; intellectual property matters, including software, IT systems and data privacy; tax matters; employee benefit plan matters; labor and employment matters; environmental matters; material contracts; finders' and brokers' fees and expenses; the opinion of NXP's financial advisor with respect to the fairness of the Offer Consideration; insurance; anti-takeover measures; and the accuracy of information supplied for purposes of the Offer documents and the Schedule 14D-9.

The representations and warranties in the Purchase Agreement made by NXP are, in certain cases, modified by "knowledge," "materiality" and "Company Material Adverse Effect" qualifiers. For purposes of the Purchase Agreement, "knowledge" means the actual knowledge of certain identified employees of NXP, after reasonable inquiry of the persons who would reasonably be expected to have actual knowledge of the applicable matter. For purposes of the Purchase Agreement, "Company Material Adverse Effect" means any fact, change, event, development, occurrence or effect (each, an "Effect") that (i) materially adversely affects the business, assets, results of operations or financial condition of NXP and its Subsidiaries, taken as a whole, or (ii) prevents or materially impairs the ability of NXP to consummate the transactions contemplated by the Purchase Agreement. Clause (i) of the definition of Company Material Adverse Effect excludes:

(A) general economic conditions (or changes in such conditions) in the United States, The Netherlands or any other country or region in the world in which NXP or its subsidiaries conduct business, or conditions in the global economy generally;

(B) changes in any financial, debt, credit, capital, banking or securities markets or conditions;

(C) changes in interest, currency or exchange rates or the price of any commodity, security or market index;

(D) changes after the date of the Purchase Agreement in applicable law (or the interpretation thereof) or in GAAP or other applicable accounting standards (or the interpretation thereof);

(E) changes in NXP's and its subsidiaries' industries in general;

(F) any change in the market price, trading volume or ratings of any securities or indebtedness of NXP or any of its subsidiaries, any change of the ratings or the ratings outlook for NXP or any of its subsidiaries by any applicable rating agency and the consequences of such ratings or outlook decrease, or failure of NXP to meet, or the publication of any report regarding, any internal or public projections, forecasts, guidance, budgets, predictions or estimates of or relating to NXP or any of its subsidiaries (it being understood that the underlying facts and circumstances giving rise to such change or failure may, if not otherwise excluded, may be taken into account in determining whether a Company Material Adverse Effect has occurred or will occur);

(G) the occurrence, escalation, outbreak or worsening of any hostilities, war, police action, acts of terrorism, sabotage or military conflicts, whether or not pursuant to the declaration of an emergency or war;

(H) the execution and delivery of the Purchase Agreement or the announcement or pendency of the transactions contemplated by the Purchase Agreement (including by reason of the identity of Purchaser), including the impact thereof on the relationships of NXP and its subsidiaries with employees, customers, suppliers or partners (other than certain specified exceptions);

(I) force majeure events, including natural or manmade disasters, any epidemic, pandemic or other similar outbreak or any other national, international or regional calamity;

(J) any action brought or threatened by shareholders of NXP (whether on behalf of NXP or otherwise) asserting allegations of breach of fiduciary duty or violations of securities laws;

(K) any action brought or that could be brought by any third party (1) challenging the transactions contemplated by the Purchase Agreement or (2) asserting claims arising from, or that could arise from, such transactions, in each case to the extent arising out of certain specified contracts; and

(L) any action expressly required to be taken pursuant to the Purchase Agreement, any action not taken because it was prohibited under the Purchase Agreement, or any action taken at the express written direction of Purchaser;

provided that with respect to subclauses (A), (B), (C), (D), (E), (G) and (I), if such Effect disproportionately affects NXP and its subsidiaries, taken as a whole, compared to other similarly situated companies, then, to the extent not otherwise excluded, only such incremental disproportionate impact or impacts will be taken into account in determining whether there has been, or would reasonably be expected to be, a Company Material Adverse Effect.

Additionally, the Purchase Agreement provides, among other things, that NXP has represented that the NXP Board, at a meeting duly called and held, have unanimously (i) determined that the Purchase Agreement and the transactions contemplated by the Purchase Agreement (other than the Designated Post-Offer Transactions) are in the best interests of NXP, its business and its shareholders, employees and other relevant stakeholders, (ii) approved and adopted the Purchase Agreement (including the execution, delivery and performance of the Purchase Agreement) and the transactions contemplated by the Purchase Agreement (other than the Designated Post-Offer Transactions) and (iii) resolved, on the terms and subject to the conditions set forth in the Purchase Agreement, to support the Offer and the other transactions contemplated by the Purchase Agreement (other than the Designated Post-Offer Transactions) and to recommend acceptance of the Offer by the shareholders of NXP and to recommend approval and adoption of the shareholder approvals at the EGM (such recommendation, the "NXP Board Recommendation") and that such recommendation is not conditional on works council consultation or approval.

In the Purchase Agreement, Purchaser has also made customary representations and warranties to NXP that are subject to specified exemptions and qualifications contained in the Purchase Agreement. Purchaser's representations and warranties are, in certain cases, modified by "knowledge," "materiality," and "Purchaser Material Adverse Effect." For purposes of the Purchase Agreement, "Purchaser Material Adverse Effect" means an Effect that prevents, materially impedes or materially delays the ability of Purchaser to perform its obligations under the Purchase Agreement or to consummate the transactions contemplated thereby.

Purchaser's representations and warranties include representations relating to, among other things: organization, valid existence and standing of Purchaser; corporate power and authority relative to the Purchase Agreement and the transactions contemplated by the Purchase Agreement; required governmental authorizations or filings or other consents and approvals, and no violations of organizational documents; accuracy of information supplied for purposes of the Offer documents and the Schedule 14D-9; Purchaser's ability to obtain sufficient funds for the transactions contemplated by the Purchase Agreement; Purchaser's financing; absence of certain agreements with respect to Shares, absence of litigation; Letter Agreement matters, Letter of Credit matters, and lack of ownership of Shares.

None of the representations and warranties contained in the Purchase Agreement will survive the Acceptance Time.

Conduct of NXP Pending the Offer Closing From the date of the Purchase Agreement until the Offer Closing or the earlier termination of the Purchase Agreement in accordance with its terms, except as (i) expressly required or expressly contemplated by the Purchase Agreement, (ii) set forth on the confidential disclosure letter that NXP delivered to Purchaser concurrently with the execution of the Purchase Agreement, (iii) required by applicable law or (iv) consented to in advance in writing by Purchaser (such consent not to be unreasonably withheld, conditioned or delayed), NXP has agreed to (a) conduct its business in the ordinary course consistent with past practice and (b) use its commercially reasonable efforts to (1) preserve intact its business organization and keep available the services of its present officers and employees, (2) preserve its material relationships with manufacturers, suppliers, vendors, distributors, governmental authorities, customers, licensors, licensees and others with which it has material business relationships and (3) protect its material intellectual property. From the date of the Purchase Agreement until the Offer Closing or the earlier termination of the Purchase Agreement in accordance with its terms, except as (v) required in connection with the pre-Closing reorganization, (w) expressly required or expressly contemplated by the Purchase Agreement, (x) set forth on the confidential disclosure letter that NXP delivered to Purchaser concurrently with the execution of the Purchase Agreement, (y) required by applicable law or (z) as consented to in advance by Purchaser in writing (such consent not to be unreasonably withheld, conditioned or delayed), NXP will not, and will cause its subsidiaries not to:

(a) amend, adopt any amendment or otherwise change its articles of association, bylaws or other similar organizational documents;

(b) (i) split, combine, subdivide, exchange or reclassify any shares in its share capital or other equity interests, (ii) declare, set aside or pay any dividend or other distribution in respect of its shares or authorize the issuance of any other securities in respect of shares in its share capital or other equity interests, except for dividends by any of its wholly owned subsidiaries to NXP or its other wholly owned subsidiaries, (iii) offer to, or otherwise redeem, repurchase or otherwise acquire any securities of NXP or any of its subsidiaries, except as required by the terms of any NXP benefit plan, (iv) enter into any agreement with respect to the voting or registration of its share capital or (v) other than offers and sales pursuant to Form S-8 that are otherwise permitted under the Purchase Agreement, register the offer or sale of any class of debt or equity securities pursuant to the Securities Act, or otherwise subject any class of debt or equity securities to the periodic reporting requirements of the Exchange Act;

(c) (i) issue, pledge, dispose, grant, transfer, encumber or sell, any shares of any securities of NXP or any of its subsidiaries, or authorize any of the foregoing, other than the issuance of any Shares upon the exercise of NXP Options or equity awards that are outstanding on the date of the Purchase Agreement or granted in accordance with the terms of the Purchase Agreement or (ii) adjust or amend the rights of or any term of any security of NXP (including NXP Options) or any of its subsidiaries;

(d) (i) acquire any other person or business or any assets (other than ordinary course purchases from vendors) or properties of any other person or (ii) make any investment in any other person either by purchase of stock or securities, contributions to capital, or property transfers, except in each case for (A) acquisitions from wholly owned subsidiaries of NXP, (B) the purchase of equipment, supplies and inventory in the ordinary course of business consistent with past practice, (C) inbound licenses of intellectual property in the ordinary course of business consistent with past practice and (D) acquisitions of any assets (other than ordinary course purchases from vendors) for aggregate consideration not exceed $25,000,000 (provided that such exception does not apply to acquisitions of persons or businesses);

(e) sell, lease, license, transfer, divest, allow to lapse, dispose of, or otherwise mortgage, encumber or subject to any lien, to any person (including any subsidiary of NXP) in a single transaction or series of related transactions any of its (i) assets, securities, properties, interests or businesses, including the capital stock of NXP subsidiaries (other than NXP intellectual property), except (x) in the ordinary

course of business consistent with past practice, (y) disposition of immaterial equipment and immaterial property (other than NXP intellectual property) no longer required in the operation of the business and (z) sales or dispositions for aggregate consideration not to exceed $25,000,000 (provided that the exception in this clause (z) will not apply to divestitures) or (ii) NXP intellectual property (except (A) for non-exclusive grants (covenants-not-to-sue and licenses) in the ordinary course of business consistent with past practice, unless otherwise prohibited by the Purchase Agreement, (B) the disposition of any immaterial NXP intellectual property and (C) in the case of NXP registered intellectual property, abandonment of applications for such intellectual property in response to actions before the United States Patent and Trademark Office or any equivalent foreign governmental authority);

(f) (i) amend, modify, terminate or waive (x) any contract that, as a result of the transactions contemplated by the Purchase Agreement, requires any consent, waiver or approval of any person, or results in the triggering of (1) any rights that the counterparty would not otherwise have or (2) any liabilities that NXP and its subsidiaries or other affiliates (including future affiliates of NXP) would not otherwise have, pursuant to such contract, (y) any contract that would obligate or bind certain upstream future affiliates of NXP to (A) grant licenses or other rights with respect to intellectual property, (B) to be restricted from conducting the business and operations or (C) to provide exclusivity or "most-favored nations" status to third-parties, or (z) any material NXP real property lease or (ii) enter into or become bound by any contract that if entered into prior to the date of the Purchase Agreement would have been a contract of the type described in the preceding clauses (x), (y) or (z);

(g) enter into or become bound by, or amend, modify, terminate or waive any contract or other obligation relating to the acquisition, disposition or granting of any license with respect to intellectual property rights, or otherwise encumber any NXP intellectual property rights (including by the granting of any covenants, including any covenant-not-to-sue or covenant-not-to-assert), other than non-exclusive grants in the ordinary course of business made in connection with the sale, development, testing or manufacture of NXP products;

(h) adopt, establish, terminate, amend or modify, in each case in any material respect, any policies or procedures, whether written or oral, with respect to the use or distribution by NXP or any of its subsidiaries of any public software;

(i) make any loans, advances or capital contributions to, or investments in, any other person (other than loans, advances or capital contributions among NXP and any of its wholly owned subsidiaries and capital contributions to or investments in its wholly owned subsidiaries), in each case in the ordinary course consistent with past practice;

(j) incur, create, assume or otherwise become liable for any indebtedness for borrowed money or guarantees thereof (directly, contingently or otherwise), other than (i) indebtedness incurred between NXP and any of its wholly owned subsidiaries or between any of such wholly owned subsidiaries or guarantees by NXP of indebtedness of any wholly owned subsidiary of NXP, in each case in the ordinary course of business consistent with past practice and (ii) revolving loans under the NXP revolving credit facility in the ordinary course of business consistent with past practice;

(k) except as required by the terms of a NXP benefit plan, (i) increase the compensation or benefits of any company service provider other than in the ordinary course of business consistent with past practice for company service providers below the Grade 9 level, (ii) grant any equity (or equity-based) award to any company service provider, (iii) grant any rights to severance, termination pay, retention or change in control benefit or agreement to any current or future company service provider, other than in the ordinary course of business consistent with past practice for company service providers below the Grade 9 level, (iv) pay or award any bonus or incentive compensation (including any discretionary cash payments) to any company service provider, other than in the ordinary course of business consistent with past practice for company service providers below the Grade 9 level, (v) establish, adopt, enter into or amend any benefit plan (or any award granted under any benefit plan), (vi) amend or waive any

performance or vesting criteria or accelerate the vesting or lapsing of restrictions with respect to any compensation, benefits, equity-based compensation (including, without limitation, any equity awards), incentive compensation or the forgiveness of indebtedness of any loan, (vii) make any material changes to existing employment or other agreements with employees or enter into any new employment agreements, other than in the ordinary course of business consistent with past practice for employees below the Grade 9 level, (viii) hire or terminate the employment of any company service provider (other than a termination for "cause"), other than in the ordinary course of business consistent with past practice for company service providers below the Grade 9 level, (ix) create any retention-related pools of cash, shares or other payments, (x) cause the funding of any rabbi trust or similar arrangement or take any action to fund or in any other way secure the payment of compensation or benefits under any benefit plan, (xi) enter into any collective bargaining agreement or other agreement with a labor union, works council or similar organization, other than in the ordinary course of business consistent with past practice, (xii) change any actuarial or other assumptions used to calculate funding obligations with respect to any benefit plan, except in accordance with GAAP or applicable law or (xiii) waive or materially amend any restrictive covenant entered into by any company service provider, other than in the ordinary course of business consistent with past practice for company service providers below the Grade 9 level;

(l) make or authorize any capital expenditures, except as consistent in all material respects with (x) NXP's current capital expenditure plan, (y) any other subsequent annual capital budget that (1) is prepared in the ordinary course of business by NXP and approved by the NXP Board and (2) provides for total capital expenditures that do not exceed, in the aggregate, 110% of those set forth in the capital expenditure plan referred to in clause (x);

(m) pay, settle or satisfy any liabilities (i) in excess of $5,000,000 individually and $25,000,000 in the aggregate, other than the payment, settlement or satisfaction of liabilities reflected or reserved against in the July 3, 2016 balance sheet of NXP or (ii) that constitute outstanding indebtedness for borrowed money other than either (x) at stated maturity and (y) in connection with any required amortization payments or mandatory prepayments (it being understood that any voluntary prepayments will require Purchaser's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed);

(n) pay, discharge, compromise, settle or satisfy any action against NXP or any of its subsidiaries or any of their respective directors or officers, other than (i) in the ordinary course of business consistent with past practice and (ii) where the amount paid or to be paid by NXP and its subsidiaries does not exceed $5,000,000 individually or $25,000,000 in the aggregate (in each case, net of insurance proceeds, indemnity, contribution or similar payments received by NXP or any of its subsidiaries in respect thereof), in each case, only without the imposition of equitable relief on, or the admission of wrongdoing by, NXP or any of its subsidiaries or any of their respective officers or directors;

(o) convene any general or special meeting of the shareholders of NXP other than an EGM pursuant to the Purchase Agreement (unless such a meeting is required by applicable law);

(p) write up, write down or write off the book value of any assets, except (i) for depreciation and amortization in accordance with GAAP consistently applied, (ii) as otherwise required under GAAP (including to increase any reserves for contingent liabilities) or (iii) in the ordinary course of business consistent with past practice in accordance with GAAP;

(q) change NXP's methods of accounting, except as required by concurrent changes in GAAP or in Regulation S-X of the Exchange Act, as agreed to by its independent public accountants;

(r) change any material method of tax accounting, settle or compromise any audit or other proceeding relating to a material amount of tax, make or change any material tax election or file any material amended tax return, agree to an extension or waiver of the statute of limitations with respect to the assessment or determination of a material amount of taxes, enter into any closing agreement with respect to any material amount of tax or surrender any right to claim any material tax refund;

(s) adopt a plan or agreement of complete or partial liquidation, dissolution, restructuring, recapitalization, merger or other reorganization of NXP or its subsidiaries (other than in connection with the Post-Closing Reorganization);

(t) form or commence the operation of any business or any partnership, joint venture or other similar business organization or enter into a new line of business that is material to NXP and its subsidiaries, taken as a whole; or

(u) agree, resolve or commit to do any of the foregoing.

No Solicitation. NXP has agreed not to, and has agreed to cause its subsidiaries and the representatives of NXP or any of its subsidiaries not to, and not to publicly announce any intention to, directly or indirectly,

- 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 (as defined below),
- enter into, continue or otherwise participate in any discussions or negotiations regarding any Alternative Acquisition Proposal, or
- execute or enter into any letter of intent, agreement in principle, acquisition agreement or other contract (whether or not binding) with respect to an Alternative Acquisition Proposal.

NXP has also agreed to, and has also agreed to cause each of its subsidiaries and each of the representatives of NXP and its subsidiaries to, immediately cease and cause to be terminated any and all existing discussions or negotiations with any person conducted prior to the date of the Purchase Agreement with respect to any Alternative Acquisition Proposal, and has agreed not to modify, amend or terminate, or waive, release or assign, any provisions of, any confidentiality or standstill agreement (or any similar agreement) to which NXP or any of its subsidiaries is a party relating to any such Alternative Acquisition Proposal and has agreed to enforce the provisions of any such agreement. NXP, however, will be permitted to (i) release or waive the standstill obligations solely to the extent necessary to permit the party referenced therein to submit an Alternative Acquisition Proposal to the NXP Board on a confidential basis conditioned upon such person agreeing that NXP will not be prohibited from providing any information to Purchaser regarding any such Alternative Acquisition Proposal in accordance with the terms of the Purchase Agreement.

If NXP receives an unsolicited, *bona fide* written Alternative Acquisition Proposal prior to the Offer Closing or the earlier termination of the Purchase Agreement in accordance with its terms, NXP may then take the following actions (but only if (A) the NXP Board determines in good faith, after consultation with its outside legal counsel, that the failure to do so would be inconsistent with its fiduciary duties under the laws of The Netherlands and (B) (i) the NXP Board determines in good faith, after consultation with its outside legal counsel and financial advisors, that such Alternative Acquisition Proposal constitutes or would reasonably be expected to lead to a Superior Proposal and (ii) the submission of such Alternative Acquisition Proposal did not result from or arise in connection with a breach of this no solicitation covenant):

- furnish nonpublic information with respect to NXP and its subsidiaries to the person or group making such Alternative Acquisition Proposal, provided that,
  - prior to furnishing any such nonpublic information, it receives from such person or group an executed confidentiality agreement containing confidentiality terms at least as restrictive in the aggregate as the terms contained in the Confidentiality Agreement (as defined below), and which may not contain any exclusivity provision or other term that would restrict, in any manner, NXP's ability to consummate the transactions contemplated by the Purchase Agreement or to comply with its disclosure obligations to Purchaser pursuant to the Purchase Agreement, and
  - prior to or contemporaneously with furnishing any such nonpublic information to such person or group, it furnishes such nonpublic information to Purchaser; and

- engage in discussions or negotiations with such person or group with respect to such Alternative Acquisition Proposal.

NXP is required to notify Purchaser as promptly as practicable (and in any event within 24 hours) after receipt of any Alternative Acquisition Proposal or any request for nonpublic information or any inquiry that would reasonably be expected to lead to any Alternative Acquisition Proposal, and to provide Purchaser with written notice of the material terms and conditions of such Alternative Acquisition Proposal, request or inquiry, and the identity of the person or group making any such Alternative Acquisition Proposal, request or inquiry, if not previously provided pursuant to the no solicitation covenant. Commencing upon the provision of any notice referred to above and continuing until such Alternative Acquisition Proposal, request or inquiry is withdrawn, (i) NXP (or its outside legal counsel) will keep Purchaser (or its outside counsel) informed on a reasonably current basis regarding the status and terms (other than immaterial terms) of discussions and negotiations relating to any such Alternative Acquisition Proposal, request or inquiry at the request of Purchaser and (ii) NXP will, as promptly as practicable (and in any event within 24 hours following the receipt or delivery thereof), provide Purchaser (or its outside legal counsel) with unredacted copies of all written proposals or proposed transaction agreements (including all schedules and exhibits thereto) relating to any such Alternative Acquisition Proposal.

For the purposes of the Purchase Agreement, an "Alternative Acquisition Proposal" means any inquiry, proposal, indication of interest or offer from any person or group (or the stockholders of any person) relating to, or that would reasonably be expected to lead to, any of the following transactions:

- a transaction or series of transactions pursuant to which any third party acquires or would acquire, directly or indirectly, beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of more than 20% of the outstanding Shares or other equity securities of NXP (or options, rights or warrants to purchase, or securities convertible into or exchangeable for, such securities) representing 20% or more of the voting power of NXP, including pursuant to a stock purchase, merger, consolidation, tender offer, share exchange or other transaction involving NXP or any of its Subsidiaries;
- any transaction pursuant to which any third party acquires or would acquire, directly or indirectly, control of assets (including for this purpose the outstanding equity securities of NXP subsidiaries and any entity surviving any merger or combination including any of them) of NXP or its subsidiaries representing 20% or more of the revenues, net income or assets (in each case, on a consolidated basis) of NXP and its subsidiaries, taken as a whole; or
- other than transactions that have been disclosed by NXP prior to the date of the Purchase Agreement, any disposition of assets representing 20% or more of the revenues, net income or assets (in each case, on a consolidated basis) of NXP and its subsidiaries, taken as a whole.

For the purposes of the Purchase Agreement, a "Superior Proposal" means a *bona fide* written Alternative Acquisition Proposal that is binding on the offeror, that did not result from a breach of the no solicitation covenant and that the NXP Board has determined in good faith (after consultation with its outside legal counsel and financial advisors), taking into account all legal, financial, regulatory, financing, certainty, timing and other relevant aspects of the proposal and the person making the proposal,

- is more favorable to NXP and its shareholders, employees and other stakeholders than the transactions contemplated by the Purchase Agreement,
- is reasonably likely to be consummated, and
- to the extent third party financing is required, such financing is then fully committed.

For purposes of the definition of "Superior Proposal," each reference in the definition of "Alternative Acquisition Proposal" to "20%" will be deemed to be a reference to "50%".

NXP Board Recommendation. NXP has agreed that the NXP Board, or any committee of the NXP Board, will not directly or indirectly:

(i) withhold, withdraw, qualify, amend or modify, or publicly propose to withhold, withdraw, qualify, amend or modify, the NXP Board Recommendation or fail to make, or include in the applicable NXP disclosure documents, the approval, adoption, recommendation or declaration of advisability by the NXP Board or any committee thereof, of the Purchase Agreement, of the Offer or any of the other transactions contemplated by the Purchase Agreement, or make any public statement inconsistent with the NXP Board Recommendation;

(ii) recommend, adopt or approve, or propose publicly to recommend, adopt or approve, any Alternative Acquisition Proposal; or

(iii) publicly make any recommendation in connection with an Alternative Acquisition Proposal other than a recommendation against such proposal;

(any action described in clauses (i) through (iii) above, an "Adverse Recommendation Change").

In addition, NXP has agreed that the NXP Board, nor any committee of either of the NXP Board, will not directly or indirectly, approve or recommend, or publicly propose to approve or recommend, or allow NXP or any of its affiliates to 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 similar contract (other than a confidentiality agreement pursuant to the no solicitation covenant) (i) relating to any Alternative Acquisition Proposal or any offer or proposal that would reasonably be expected to lead to an Alternative Acquisition Proposal or (ii) requiring it (or that would require it) to abandon, terminate or fail to consummate the transactions contemplated by the Purchase Agreement.

Solely in response to a Superior Proposal received after the date of the Purchase Agreement, the NXP Board may, at any time prior to the Expiration Time, make an Adverse Recommendation Change or validly terminate the Purchase Agreement to enter into a definitive agreement with respect to such Superior Proposal or authorize, resolve, agree or publicly propose to take any such action, only if all of the following conditions are met:

(i) NXP has not breached any of its obligations under the no solicitation covenant (where such breach proximately caused such Superior Proposal being received by NXP);

(ii) NXP will have:

- provided Purchaser four business days' prior written notice, which will state expressly:
  - that NXP has received a Superior Proposal,
  - the material terms and conditions of the Superior Proposal (including the consideration offered therein and the identity of the person or group making the Superior Proposal),
  - and will have contemporaneously provided an unredacted copy of the alternative acquisition agreement and all other documents (other than immaterial documents) related to the Superior Proposal (it being understood and agreed that any amendment to the financial terms or any other material term or condition of such Superior Proposal will require a new notice and a new three business day period) and
  - that, subject to clause (iii) below, the NXP Board has determined to effect an Adverse Recommendation Change or to terminate the Purchase Agreement and concurrently pay the Company Termination Compensation (as defined below) in order to enter into the alternative acquisition agreement, and
- prior to making such an Adverse Recommendation Change or terminating the Purchase Agreement and concurrently paying the Company Termination Compensation, to the extent requested by Purchaser,

engaged in good faith negotiations with Purchaser during such four business day period to amend the Purchase Agreement in such a manner that the alternative acquisition agreement ceases to constitute a Superior Proposal;

(iii) the NXP Board will have determined, in good faith, after consultation with its outside legal counsel and financial advisors, that, in light of such Superior Proposal and taking into account any revised terms proposed by Purchaser, such Superior Proposal continues to constitute a Superior Proposal and that the failure to make such Adverse Recommendation Change or to so terminate the Purchase Agreement, as applicable, would be inconsistent with the directors' fiduciary duties under the laws of The Netherlands.

In addition, the NXP Board may, at any time prior to the Expiration Time, make an Adverse Recommendation Change or authorize, resolve, agree or publicly propose to take any such action upon the occurrence of an Intervening Event (as defined below) only if all of the following conditions are met:

(i) NXP will have

- provided Purchaser four business days' prior written notice, which will:
  - set forth in reasonable detail information describing the Intervening Event and the rationale for the Adverse Recommendation Change; and
  - state expressly that, subject to clause (ii) below, the NXP Board has determined to effect an Adverse Recommendation Change; and
- prior to making such an Adverse Recommendation Change, to the extent requested by Purchaser, engaged in good faith negotiations with Purchaser during such four business day period to amend the Purchase Agreement in such a manner that the failure of the NXP Board to make an Adverse Recommendation Change in response to the Intervening Event in accordance with clause (ii) below would no longer be inconsistent with the directors' fiduciary duties under the laws of The Netherlands; and

(ii) the NXP Board will have determined in good faith, after consultation with its outside legal counsel and financial advisors, that in light of such Intervening Event and taking into account any revised terms proposed by Purchaser, the failure to make an Adverse Recommendation Change would be inconsistent with the directors' fiduciary duties under the laws of The Netherlands.

For purposes of the Purchase Agreement, the term "Intervening Event" means an event, development or change in circumstances occurring, arising or first coming to the attention of the NXP Board after the date of the Purchase Agreement and prior to Expiration Time, which causes the NXP Board to determine in good faith (after consultation with its outside legal counsel and financial advisors) that failure to make an Adverse Recommendation Change would be inconsistent with the directors' fiduciary duties under the laws of The Netherlands, provided that in no event will the receipt, existence or terms of an Alternative Acquisition Proposal or any matter relating thereto or consequence thereof constitute an Intervening Event.

The Purchase Agreement does not prohibit NXP or the NXP Board from taking and disclosing to NXP's shareholders a position contemplated by Rule 14d-9 and Rule 14e-2(a) promulgated under the Exchange Act (or any similar communication to shareholders in connection with the making or amendment of a tender offer or exchange offer). However, any such disclosure will be deemed an Adverse Recommendation Change unless the NXP Board expressly publicly reaffirms its recommendation.

Compensation Arrangements. Prior to the Offer Closing, NXP will take all steps that may be required, necessary or advisable to cause each benefit plan or similar arrangement that has been or after the date of the Purchase Agreement will be entered into by NXP or any of its subsidiaries with any of its directors, officers or employees pursuant to which consideration is payable to any director, officer or employee to be approved by the

Nominating and Compensation Committee of the NXP Board as an "employment compensation, severance or other employee benefit arrangement" within the meaning of Rule 14d-10(d)(2) promulgated under the Exchange Act and to satisfy the requirements of the non-exclusive safe harbor set forth in Rule 14d-10(d) promulgated under the Exchange Act. At the time of the taking of such steps described in this provision, the Nominating and Compensation Committee of the NXP Board will be composed solely of "independent directors" within the meaning of Rule 14d-10(d)(2) promulgated under the Exchange Act and the instructions thereto.

Obligations Regarding Pre-Closing Reorganization Transactions. Purchaser and NXP agree to take all action necessary to affect certain NXP internal reorganization steps and related dispositions (the "Pre-Closing Internal Reorganization") prior to the Expiration Time.

Delisting. NXP has agreed that prior to the Acceptance Time, NXP will cooperate with Purchaser and use reasonable best efforts to take, or cause to be taken, all actions, and do or cause to be done all things, reasonably necessary, proper or advisable on its part under applicable laws and rules and policies of NASDAQ to cause the delisting of NXP and the Shares from NASDAQ as promptly as practicable after the Offer Closing and the deregistration of the Shares under the Exchange Act as promptly as practicable after such delisting.

Anti-Takeover Measures. NXP has agreed that NXP and the NXP Board will take all actions within their power and authority necessary so no anti-takeover measures are or become applicable to the transactions contemplated by the Purchase Agreement. If any anti-takeover measure becomes applicable to any of the transactions contemplated by the Purchase Agreement, NXP and the NXP Board will grant such approvals and take such actions within their power and authority as are necessary, so that any such transactions may be consummated as promptly as practicable on the terms contemplated by the Purchase Agreement, as applicable, and otherwise act within their power and authority to eliminate such anti-takeover measures on such transactions.

Director and Officer Indemnification; Insurance. Pursuant to the terms of the Purchase Agreement, for six years after the Offer Closing, Purchaser will cause (and Purchaser will cause Parent to cause) NXP and its subsidiaries to indemnify and hold harmless the present and former directors and officers of NXP and its subsidiaries (each, an "Indemnified Person") in respect of acts or omissions occurring at or prior to the Offer Closing and in connection with the Asset Sale and the Second Step Distribution, to the fullest extent permitted by applicable law or to the extent provided under NXP's and its subsidiaries' organizational documents in effect on the date of the Purchase Agreement. In the event that any Indemnified Person is made party to any action arising out of or relating to matters that would be indemnifiable as described in the immediately preceding sentence, Purchaser and NXP will advance fees, costs and expenses (including reasonable attorney's fees and disbursements) as incurred by such Indemnified Person in connection with and prior to the final disposition of such action, subject to the execution by such Indemnified Person of appropriate undertakings to repay such advanced fees, costs and expenses if it is ultimately determined that such Indemnified Person is not entitled to indemnification, in each case except to the extent prohibited under applicable law.

For a period of six years following the Offer Closing, Purchaser will cause (and Purchaser will cause Parent to cause) NXP and its subsidiaries to honor and fulfill in all respects the obligations of NXP and its subsidiaries under any and all indemnification agreements in effect immediately prior to the Offer Closing between NXP or any of its subsidiaries and any Indemnified Person. In addition, for a period of six years following the Offer Closing, Purchaser will cause (and Purchaser will cause Parent to cause) NXP and its subsidiaries to cause the certificate of incorporation and bylaws (or other similar organizational documents) of NXP and its subsidiaries to contain provisions with respect to exculpation of liability of all Indemnified Persons, indemnification of all Indemnified Persons and advancement of fees, costs and expenses that are no less advantageous in the aggregate to the intended beneficiaries than the corresponding provisions contained in NXP's and its subsidiaries' organizational documents in effect on the date of the Purchase Agreement. To the maximum extent permitted by applicable law, such indemnification and exculpation will be mandatory rather than permissive.

In addition, Purchaser will obtain, or cause to be obtained, as of the Offer Closing, a "tail" insurance policy with a claims period of six years after the Offer Closing with respect to directors' and officers' liability covering

each person currently covered by NXP's directors' and officers' liability insurance policy for acts and omissions occurring at or prior to the Offer Closing on terms that are no less favorable in the aggregate than those of such policy of NXP in effect on the date of the Purchase Agreement, which insurance will be in effect and prepaid for such six year period prior to the Offer Closing; provided, that in no event will the total cost for such prepaid "tail" insurance policy exceed 300% of the annual premiums paid as of the date of the Purchase Agreement by NXP for such insurance (the "Premium Cap"), and if the total cost for such prepaid "tail" policy exceeds the Premium Cap, then Purchaser may obtain a prepaid "tail" policy with the maximum coverage available for a total cost of the Premium Cap. If Purchaser for any reason fails to obtain such "tail" insurance policy as of the Offer Closing, Purchaser will continue to maintain in effect, for a period of at least six years from and after the Offer Closing, the directors' and officers' liability insurance in place as of the date of the Purchase Agreement with NXP's current insurance carrier or with an insurance carrier with the same or better credit rating as NXP's current directors' and officers' liability insurance carrier.

Employee Matters. For a one-year period beginning on the date of the Offer Closing (or, such shorter period of employment, as the case may be), each continuing employee whose terms and conditions of employment are not governed by a collective bargaining, works council, or similar agreement will receive from Purchaser (or its applicable affiliate) compensation (including base salary and annual bonus opportunity) that is substantially comparable in the aggregate as to what such continuing employee was entitled to immediately prior to the date of the Offer Closing and benefits that are substantially comparable in the aggregate to either those benefits that are generally made available as of the date of the Purchase Agreement by NXP to such employees or by Purchaser to similarly situated employees of Purchaser and its affiliates, as determined by Purchaser in its sole discretion. Purchaser will cause NXP and its subsidiaries to honor the terms of any written collective bargaining agreement or similar agreements to which NXP or its subsidiaries are bound. Any continuing employee who incurs a termination of employment during the one-year period beginning on the date of the Offer Closing will be entitled to receive the severance pay and benefits that such continuing employee would have received from NXP and its affiliates under NXP's severance plans and policies in effect immediately prior to the Offer Closing.

Each individual who is employed by NXP or any of its affiliates as of immediately prior to the Offer Closing and who is a participant in a cash bonus program maintained by NXP or one of its affiliates for the year in which the Offer Closing occurs will be eligible to receive a cash bonus based on the level of achievement of the applicable performance criteria as of the Offer Closing (as determined by the Nominating and Compensation Committee of the NXP Board), prorated based on the number of days in the applicable performance period that have elapsed as of the Offer Closing, payable at the same time that such bonus would have been paid had the Offer Closing not occurred (subject to the same employment or service requirement and any acceleration of payments based on the terms of the applicable bonus program as in effect immediately prior to the Offer Closing).

As soon as reasonably practicable following the date of the Purchase Agreement, NXP will take all actions necessary to prohibit participants in NXP's employee stock purchase program ("ESPP") from increasing their payroll deductions from those in effect on the date of the Purchase Agreement (or making separate non-payroll contributions to the ESPP). If the Offer Closing occurs prior to the scheduled ending date of an offering period under the ESPP, NXP will take all actions necessary to shorten such offering period so that it ends no later than one business day prior to the Offer Closing. Effective as of the Offer Closing, NXP will terminate the ESPP.

Regulatory Approvals; Efforts. NXP and Purchaser have agreed to use their reasonable best efforts to consummate the transactions contemplated by the Purchase Agreement, including by (i) promptly obtaining all authorizations, consents, orders and approvals from any governmental authority that are necessary to consummate the transactions contemplated by the Purchase Agreement, (ii) taking all actions that may be requested by any such governmental authority to obtain such authorizations, consents, orders and approvals, and (iii) avoiding any legal orders, or dissolution of any such legal orders, that would have the effect of preventing or materially delaying the consummation of the transactions contemplated by the Purchase Agreement. These efforts include, but are not limited to, (A) filing a Notification and Report Form pursuant to the HSR Act on or

prior to January 31, 2017 and (B) promptly (and consistent with market practice) making all other required filings with respect to the EU Merger Regulation and the other required antitrust approvals. Neither NXP nor Purchaser will extend any waiting period under the HSR Act, the EU Merger Regulation or the other required antitrust approvals or enter into any agreement with any governmental authority not to consummate the transactions contemplated by the Purchase Agreement, unless with the prior written consent of the other party.

NXP and Purchaser will consult and cooperate with one another and consider in good faith the views of one another in connection with any proceedings relating to antitrust laws, and each will provide to the other, in advance, any written analyses, presentations, memoranda, briefs and proposals made or submitted to any governmental authority in connection such proceedings. Either party may limit the disclosure of commercially sensitive portions of such materials to the outside counsel and consultants of the other party.

NXP and Purchaser will give each other prompt notice of any pending or threatened request, inquiry or other action brought by a governmental authority, or brought by a third party to a governmental authority, in respect of the transactions contemplated by the Purchase Agreement (an "Antitrust Investigation"). To the extent permitted by applicable law and other applicable limitations (including the preservation of attorney-client privilege), each party will keep the other informed of the status of any Antitrust Investigation, promptly notify each other of any communications (other than non-material communications) received from any governmental authority regarding the transactions contemplated by the Purchase Agreement and give each other reasonable advance notice of all meetings and teleconferences (unless non-material) with any such governmental authority. NXP and Purchaser will consult with each other in advance and consider in good faith each other's views in connection with any such Antitrust Investigation, including by providing the other party reasonable opportunity to comment on any analysis, memorandum or other presentation made or submitted to any such governmental authority.

NXP and Purchaser will, and Purchaser will cause Parent to, promptly furnish to each other all information required to be included in any application or filing made in connection with applicable antitrust laws. Each party will have the right to review and, to the extent practicable, to be consulted in good faith on any information relating to it or its affiliates that might appear in any such applications or filings, and its comments will be considered by the other party. In the case of confidential or proprietary information of a providing party contained in such applications or filings, disclosure of such information may be limited to other party's outside antitrust counsel, and such antitrust counsel will not disclose such information to the other party and will enter into a customary joint defense agreement, if requested. Acting in good faith, Purchaser will direct and control all aspects of the parties' efforts to obtain regulatory clearance with any governmental authority or in any action brought to enjoin the transactions contemplated by the Purchase Agreement. Purchaser will provide NXP with reasonable advance notice of any commitment or material actions that it proposes to undertake in connection with such efforts and consult with and consider the views of NXP in connection therewith. In addition, Purchaser will give NXP reasonable advance notice of, and the opportunity to participate in (if possible, and provided that Purchaser does not have to cancel or reschedule), all meetings with governmental authorities in connection with antitrust laws and regulations and the transactions contemplated by the Purchase Agreement. Purchaser will use good faith efforts to ensure NXP has reasonable advance notice of, and the opportunity to participate in, all teleconferences (unless non-material) with any such governmental authorities and will provide NXP with a reasonably detailed update on such proceedings if NXP is unable to attend.

In the event that any action is commenced challenging the transactions contemplated by the Purchase Agreement as violating any antitrust law, each party will cooperate with the other party and use its respective reasonable best efforts to contest and resist any such action and to have vacated, lifted, reversed or overturned any order resulting therefrom that is in effect and that prohibits, prevents or restricts consummation of the transactions contemplated by the Purchase Agreement.

Purchaser will, and will cause its affiliates to promptly take all actions necessary to (a) secure the expiration or termination or any applicable waiting periods under the HSR Act or EU Merger Regulations and the other

required antitrust approvals and (b) resolve any objections to such transactions from any governmental authority, in each case to the extent necessary in order to prevent the imposition of any legal restraint that would prevent, restrict or delay the consummation of such transactions, including (i) proffering to, or agreeing to, sell, divest, lease, license, transfer, dispose of or otherwise encumber or hold separate and agreeing to sell, divest, lease, license, transfer, dispose of or otherwise encumber before or after the Acceptance Time, any assets, licenses, operations, rights, product lines, businesses or interest therein of NXP and any of its subsidiaries (or to consent to any such sale, divestiture, lease, license, transfer, disposition or other encumbrance by NXP and any of its subsidiaries of any of their respective assets, licenses, operations, rights, product lines, businesses or interest therein), (ii) agreeing to any material changes (including through a licensing arrangement) or restriction on, or other impairment of Purchaser's or any of its affiliates' ability to own or operate, any such assets, licenses, operations, rights, product lines, businesses or interests therein or Purchaser's ability to vote, transfer, receive dividends or otherwise exercise full ownership rights with respect to the capital stock of NXP or (iii) agreeing to other structural, behavioral or conduct relief with respect to the behavior of NXP and any of its subsidiaries (each, a "Remedy Action"). In no event will (x) NXP proffer, take or agree to take any Remedy Action without Purchaser's prior written consent and (y) Purchaser, NXP or any of their respective affiliates be required to take, or proffer or agree to take (A) any Remedy Action that would have or would reasonably be expected to have a Company Material Adverse Effect or (b) any actions, including any Remedy Action, with respect to Purchaser's or its affiliates respective assets, categories of assets, businesses, relationships, contractual rights, obligations or arrangements.

NXP and Purchaser must refrain, and must cause their respective affiliates to refrain, from acquiring or agreeing to acquire any assets or businesses that would reasonably be expect to (x) prevent, materially impede, or materially delay receipt of any authorizations, consents, orders, or approvals of governmental authorities, (y) prevent, materially delay, or impede the Offer Closing or (z) cause any governmental authority to object to the transactions contemplated by the Purchase Agreement.

Letter Agreement Matters. Purchaser has agreed that it will (a) take any and all actions (including enforcing its rights against Parent under the Letter Agreement) necessary to ensure that Parent performs, satisfies and discharges, and has the ability to perform, satisfy and discharge, each and every covenant, term, condition or other obligation (both monetary and nonmonetary) to be performed or complied with by Parent under, and in accordance with the terms of, the Letter Agreement, (b) not agree, resolve or commit to amend, modify, terminate or waive (or permit Parent to so agree, resolve or commit to amend, modify, terminate or waive) any right or remedy under, the Letter Agreement and (c) not take, or agree, resolve or commit to take (or permit Parent to so take, agree, resolve or commit to take), any action that could in any way adversely impact any of Purchaser's rights (including Purchaser's ability to enforce its rights) under the Letter Agreement.

Letter of Credit. On or prior to November 26, 2016, Purchaser will deliver to NXP (i) one or more irrevocable standby letters of credit from the financial institutions named in such letters (each, a "L/C Bank"), for the amount of $2,000,000,000 in the aggregate in favor of NXP (each, a "Letter of Credit"), pursuant to which NXP will have the right to draw in amounts to fund the Purchaser Termination Compensation (as defined below) or to satisfy any damages judgment, decision or award of a governmental authority pursuant to which Purchaser would be obligated to pay amounts to NXP in accordance with the terms of the Purchase Agreement. Each Letter of Credit will provide that the applicable L/C Bank will fund all funds under the applicable Letter of Credit to NXP within five business days after the L/C Bank receives either (i) written confirmation from both Parent and NXP that they mutually agree that such funds are payable to NXP pursuant to the Purchase Agreement or (ii) from NXP with a copy of an order from a Chosen Court (as defined below) finding that such funds are due and payable to NXP pursuant to the Purchase Agreement. Except as set forth in the Letters of Credit, until the earlier of (x) the Offer Closing and (y) such time as the Purchase Agreement is validly terminated in accordance with its terms, Purchaser will not, and will not permit any of its affiliates to, (a) agree, resolve or commit to amend, modify, terminate or waive any right or remedy under the Letters of Credit and (b) take, agree, resolve, commit to take, any action that could in any way adversely impact any of NXP's rights (including NXP's ability to enforce its rights) under the Letters of Credit. Purchaser will arrange that any and all commitment fees or other

fees required to be paid pursuant to the terms of the Letter of Credit or any financing facility or reimbursement agreement under which the Letters of Credit will be issued on or before November 26, 2016, will be paid in full, and will pay in full any such amounts due on or before the Offer Closing. Upon issuance, Purchaser will provide to NXP a true, complete and correct copy of each Letter of Credit.

Funds Available at the Offer Closing. Purchaser has agreed to procure and have available, as of the Offer Closing, funds sufficient to pay all of the cash amounts required to be provided by Purchaser in connection with the consummation of the transactions contemplated by the Purchase Agreement, including the amounts payable in connection with the consummation of the such transactions.

Financing Cooperation. NXP has agreed to reasonably cooperate in connection with the arrangement of Purchaser's debt financing as may be reasonably requested by Purchaser, provided that such requested cooperation does not unreasonably interfere with the ongoing operations of NXP or its subsidiaries.

Litigation. NXP and Purchaser have agreed that NXP will control any action brought against NXP or any of its subsidiaries relating in any way to the Purchase Agreement or the transactions contemplated thereby; provided that NXP will give Purchaser the right to (i) review and comment in advance on all filings or responses to be made by NXP in connection with any litigation related to the transactions contemplated by the Purchase Agreement (and any amendments thereto) and NXP will consider in good faith any comments proposed by Purchaser, (ii) fully participate in (at Purchaser's expense), but not control, the defense of any such litigation, (iii) consult on any settlement with respect to such litigation and (iv) fully participate in any negotiations or mediation with respect to any settlement with respect to such litigation, and no such settlement will be agreed to without Purchaser's prior written consent (which consent will not be unreasonably withheld, conditioned or delayed). NXP will promptly notify Purchaser of any such litigation related to the transactions contemplated by the Purchase Agreement brought, or threatened in writing, against NXP, members of NXP Board or any subsidiary of NXP and will keep Purchaser informed on a current basis with respect to the status thereof.

Other Covenants. The Purchase Agreement contains other customary covenants and agreements, including, but not limited to, covenants related to employee matters, cooperation in the preparation of certain public filings and required documentation, public announcements, access to information, notices of certain events and confidentiality obligations.

Termination of the Purchase Agreement. The Purchase Agreement may be terminated and the transactions contemplated by the Purchase Agreement may be abandoned at any time prior to the Acceptance Time:

- by mutual written consent of NXP and Purchaser;
- by either NXP or Purchaser, if:
  - the Acceptance Time has not occurred on or before the End Date, as it may be extended in accordance with the Purchase Agreement (an "End Date Termination"), provided that the End Date Termination will not be available to any party that is in breach of its covenants or agreements under the Purchase Agreement where such breach proximately caused the failure of the Acceptance Time to occur by the End Date;
  - the Restraints Condition is not satisfied and the applicable law or order has become final and non-appealable (a "Restraints Termination"), provided that the party seeking to exercise the Restraints Termination must have complied with its obligations described under "Regulatory Approvals; Efforts" above; or
  - the Offer has expired without all of the conditions to the Offer having been satisfied (a "Condition Failure Termination"), provided that the Condition Failure Termination will not be available to any party to the Purchase Agreement whose breach of any provision of the Purchase Agreement proximately caused the Offer having expired without all of the conditions to the Offer having been satisfied, and will not be available to Purchaser if Purchaser has not extended the Offer in circumstances where Purchaser is required to extend the Offer under the Purchase Agreement;

- by Purchaser:
  - if NXP breaches any of its representation or warranties or fails to perform any of its covenants or agreements set forth in the Purchase Agreement, which breach or failure would result in any of the conditions to the Offer not being satisfied and such breach or failure cannot be or has not been cured by the earlier of (i) the second business day prior to the End Date or (ii) 30 days after receipt by NXP of written notice of such breach or failure (a "NXP Breach Termination"), provided that a NXP Breach Termination will not be available if Purchaser is in material breach of its obligations under the Purchase Agreement;
  - following an Adverse Recommendation Change (an "Adverse Recommendation Change Termination"); or
  - if the EGM has been concluded and the Governance Resolutions have not been adopted, or if the Subsequent EGM has been concluded and the resolutions approving the Asset Sale have not been adopted (an "EGM Termination");
- by NXP:
  - if (A) NXP has received a Superior Proposal, (B) NXP has complied with its covenants restricting solicitation under the Purchase Agreement, (C) the NXP Board approves, and NXP concurrently with the termination of the Purchase Agreement, enters into, an alternative acquisition agreement with respect to such Superior Proposal, (D) prior to or concurrently with such termination, NXP pays to Purchaser the Company Termination Compensation (as defined below) and (E) NXP will not have breached any of its obligations under the termination provisions, where such breach proximately caused such Superior Proposal to be received by NXP (a "Superior Proposal Termination"); or
  - if Purchaser breaches any of its representations or warranties or failure to perform any covenant or agreement set forth in the Purchase Agreement, which breach or failure would result in any of the conditions to the Offer not being satisfied and such breach or failure cannot be or has not been cured by the earlier of the second business day prior to the End Date or 30 days after receipt by Purchaser of written notice of such breach or failure (a "Purchaser Breach Termination"), provided that a Purchaser Breach Termination will not be available if NXP is in material breach of its obligations under the Purchase Agreement.

Effect of Termination. If the Purchase Agreement is validly terminated in accordance with its terms, notice of such termination will be given to the non-terminating party, the Purchase Agreement will become void and of no effect, with no liability remaining on the part of any party to the Purchase Agreement (or any director, officer, employee, shareholder, representative, agent or advisor of such party). In no event will any such termination relieve any party to the Purchase Agreement from its obligations under the Confidentiality Agreement and under the Purchase Agreement (i) restricting public disclosure of the transactions contemplated by the Purchase Agreement, (ii) of Purchaser to reimburse and indemnify NXP for expenses relating to and losses suffered in connection with the Purchaser's debt financing, (iii) the obligations of Purchaser and NXP with respect to the payment of any expenses and each of the Purchaser Termination Compensation and Company Termination Compensation under the Purchase Agreement and (iv) certain other provisions regarding termination and other miscellaneous provisions. In no event will either party to the Purchase Agreement be relieved of any liability for damages resulting from such party's fraud or willful breach of the Purchase Agreement prior to its termination.

Termination Payments. Other than with respect to the Pre-Closing Internal Reorganization and Purchaser's debt financing, Purchaser and NXP will each pay all of its own fees, costs and expenses incurred in connection with the transactions contemplated by the Purchase Agreement (whether or not they are consummated). In addition, NXP has agreed to pay Purchaser an amount equal to $1,250,000,000 (the "Company Termination Compensation") if:

- NXP terminates the Purchase Agreement pursuant to a Superior Proposal Termination;

- Purchaser terminates the Purchase Agreement pursuant to an Adverse Recommendation Change Termination; or
- (A) an Alternative Acquisition Proposal has been publicly made or otherwise become generally known to the public prior to the Acceptance Time, (B) the Purchase Agreement is terminated (1) by Purchaser or NXP pursuant to an End Date Termination (subject to certain exceptions), (2) by NXP or Purchaser pursuant to a Condition Failure Termination and the Minimum Condition has not been satisfied as of the Expiration Time (provided that the Antitrust Clearance Condition and the Restraints Condition have been satisfied as of such date) or (3) by Purchaser pursuant to a NXP Breach Termination or an EGM Termination and (C) within 12 months of such termination, NXP enters into a definitive agreement with any third party to consummate, or consummates, any transaction referenced in the definition of Alternative Acquisition Proposal (provided that any references in such definition to 20% will be deemed to be references to 50%) whether or not such third party is the same party whose Alternative Acquisition Proposal has been publicly made or otherwise become generally known.

Purchaser has agreed to pay NXP an amount equal to $2,000,000,000 (the "Purchaser Termination Compensation") if:

- Purchaser or NXP terminates the Purchase Agreement pursuant to an End Date Termination, but only if the conditions to the Offer that are still unsatisfied at the time of such termination are any of the Antitrust Clearance Condition, the Restraints Condition (but only if the legal restraint put in place by any governmental authority of competent jurisdiction to prevent the Offer or the other transactions contemplated by the Purchase Agreement, or to impose a condition or require a remedy pursuant to any antitrust law that Purchaser is not required by the Purchase Agreement to accept or agree to, as applicable, (i) is pursuant to any antitrust law or (ii) prohibits, renders illegal or enjoins the consummation of the Pre-Closing Internal Reorganization in any material respect) and the Pre-Closing Reorganization Condition;
- Purchaser or NXP terminates the Purchase Agreement pursuant to a Restraints Termination (but only if the legal restraint put in place by any governmental authority of competent jurisdiction to prevent the Offer or the other transactions contemplated by the Purchase Agreement, or to impose a condition or require a remedy pursuant to any antitrust law that Purchaser is not required by the Purchase Agreement to accept or agree to, as applicable, (i) is pursuant to any antitrust law or (ii) prohibits, renders illegal or enjoins the consummation of the Pre-Closing Internal Reorganization in any material respect); or
- Purchaser or NXP terminates the Purchase Agreement pursuant to a Condition Failure Termination, but only if the conditions to the Offer that are still unsatisfied at the time of such termination are any of the Antitrust Clearance Condition, the Restraints Condition (but only if the legal restraint put in place by any governmental authority of competent jurisdiction to prevent the Offer or the other transactions contemplated by the Purchase Agreement, or to impose a condition or require a remedy pursuant to any antitrust law that Purchaser is not required by the Purchase Agreement to accept or agree to, as applicable, (i) is pursuant to any antitrust law or (ii) prohibits, renders illegal or enjoins the consummation of the Pre-Closing Internal Reorganization in any material respect) and the Pre-Closing Reorganization Condition.

Purchaser is not obligated to pay the Purchaser Termination Compensation if NXP's breach of its representations, covenants or agreements under the Purchase Agreement proximately caused a legal restraint on the satisfaction of the Offer or otherwise prevented the consummation of the Pre-Closing Internal Reorganization, or if Purchaser was, at the time of NXP's termination, entitled to terminate pursuant to a NXP Breach Termination.

The parties to the Purchase Agreement have agreed that the Purchaser Termination Compensation and Company Termination Compensation will, as applicable and except for claims for the willful breach of the

Purchase Agreement or fraud, be the sole and exclusive remedy of each party and its respective affiliates, on one hand, against the other party and its former, current or future shareholders, directors, officers, affiliates, agents or other representatives, on the other hand, for any loss suffered as a result of any breach of any representation, warranty, covenant or agreement in the Purchase Agreement or the transactions contemplated by the Purchase Agreement. Each party will compensate the other for all expenses incurred in connection with enforcing the terms of the Purchase Agreement with respect to payment of either the Purchaser Termination Compensation or the Company Termination Compensation. Upon payment of either such amount, the paying party (and its former, current or future shareholders, directors, officers, affiliates, agents or other representative) will cease to have any liability under the Purchase Agreement, except with respect to fraud or willful breach.

Governing Law, Exclusive Forum. The Purchase Agreement will be governed by and construed in accordance with Delaware law, except that any matters concerning or implicating the NXP Board's fiduciary duties will be governed by and construed in accordance with the applicable fiduciary duty laws of The Netherlands and any action involving any debt financing source or Purchaser's debt financing will be governed by New York law. Each of Purchaser and NXP (a) irrevocably and unconditionally submits to the personal jurisdiction of the Court of Chancery of the State of Delaware (or, only if such court declines to accept jurisdiction over a particular matter, then in the United States District Court for the District of Delaware, or if jurisdiction is not then available in the United States District Court for the District of Delaware (but only in such event), then in any Delaware state court sitting in New Castle County) and any appellate court from any of such courts (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 the Purchase Agreement and the transactions contemplated thereby will 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 the Purchase Agreement or the transactions contemplated thereby in any court other than the Chosen Courts. Notwithstanding the foregoing, each of Purchaser and NXP agreed that it will not bring any action against any of the debt financing sources in connection with Purchaser's debt financing or the Purchase Agreement or the transactions contemplated thereby in any forum other than New York State or United States federal courts sitting in the borough of Manhattan, New York City, and that those courts will have exclusive jurisdiction in and over any claim or proceeding brought against any financing source or any of their respective affiliates under the debt commitment letters or in connection with the Purchase Agreement or the transactions contemplated thereby.

Specific Performance. The parties to the Purchase Agreement have agreed that irreparable damage would occur if any provision of the Purchase Agreement (including Purchaser's obligations under the Letter Agreement and the Letters of Credit) was not performed in accordance with the Purchase Agreement and that the parties to the Purchase Agreement will be entitled to injunctive relief to prevent breaches of the Purchase Agreement or to enforce specifically the performance of the terms and provisions of the Purchase Agreement, in addition to any other remedy to which they are entitled at law or in equity, provided that no party under the Purchase Agreement will be entitled to seek specific performance of obligations under the Purchase Agreement directly against Purchaser's third-party financing sources.

Conditions to the Offer. The conditions to the Offer are described in Section 15 — "Certain Conditions of the Offer."

Letter Agreement

The following summary description of the Letter Agreement (as defined below) and all other provisions of the Letter Agreement discussed herein are qualified by reference to such Letter Agreement, which has been filed as Exhibit (d)(2) to the Schedule TO filed with the SEC in connection with the Offer and is incorporated herein by reference. The Letter Agreement may be examined and copies may be obtained at the places and in the manner set forth in Section 8 — "Certain Information Concerning Parent and Purchaser." Shareholders and other interested parties should read the Letter Agreement for a more complete description of the provisions summarized below.

Concurrently with the execution of the Purchase Agreement, Purchaser and Parent entered into a support letter agreement (the "Letter Agreement"), pursuant to which Parent has agreed to take all actions necessary to ensure that Purchaser performs, satisfies and discharges (a) all of its monetary and non-monetary obligations under and in accordance with the terms of the Purchase Agreement and (b) any of its debts or other obligations as they become due from and after the date of the Letter Agreement. Furthermore, Parent has agreed, among other things, to (i) not permit Purchaser to approve and adopt a plan of complete or partial liquidation, or initiate any dissolution, consolidation, recapitalization, bankruptcy or any suspension of payments under any applicable law affecting creditors' rights generally and (ii) ensure that Purchaser is at all times solvent under all applicable laws.

Pledge Agreements

The following summary description of the Pledge Agreements (as defined below) and all other provisions of the Pledge Agreements discussed herein are qualified by reference to such Pledge Agreements, which have been filed as Exhibits (d)(3) and (d)(4) to the Schedule TO filed with the SEC in connection with the Offer and is incorporated herein by reference. The Pledge Agreements may be examined and copies may be obtained at the places and in the manner set forth in Section 8 — "Certain Information Concerning Parent and Purchaser." Shareholders and other interested parties should read the Pledge Agreements for a more complete description of the provisions summarized below.

Concurrently with the execution of the Purchase Agreement and the Letter Agreement, Purchaser and NXP entered into the Pledge, Assignment and Security Agreement (the "U.S. Pledge Agreement") and the Disclosed Pledge of Receivables (the "Dutch Pledge Agreement").

Under the terms of the U.S. Pledge Agreement, Purchaser agreed, in accordance with and subject to the terms thereof, to pledge, assign and grant to NXP a first priority security interest and lien in (a) all of the rights, title and interest in, to and under the Letter Agreement to secure (i) the full and prompt payment and performance (both monetary and non-monetary) when due of all obligations that Purchaser owes to NXP under the Purchase Agreement and (ii) reimbursement for all reasonable costs and expenses incurred by NXP, including, without limitation, reasonable attorney's fees and expenses, to enforce the U.S. Pledge Agreement and maintain, preserve, collect and realize upon the collateral and (b) all proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of Purchaser's interest in any of the foregoing. In the event NXP determines that Parent has breached its obligations under the Letter Agreement, it may make a written demand on Purchaser to enforce its rights and interests against Parent under the terms of the Letter Agreement. If NXP determines that Purchaser has not taken satisfactory action following delivery of such demand, NXP may make a subsequent demand on Purchaser and, effective upon, and conditioned upon the occurrence of, delivery of such subsequent demand (and with no further action required on the part of NXP), Purchaser's rights under the Letter Agreement will be automatically and unconditionally assigned to NXP and NXP may enforce such rights directly against Parent.

Under the terms of the Dutch Pledge Agreement, Purchaser created, in accordance with and subject to the terms thereof, a right of pledge under Dutch law in favor of NXP on all receivables that Purchaser has or may have under the Letter Agreement to secure the performance of all payment obligations that Purchaser has or may have under the terms of the Purchase Agreement. In the event NXP determines that Parent has breached its obligations under the Letter Agreement, it may make a written demand on Purchaser to enforce its rights and interests against Parent under the Letter Agreement. If Purchaser has not taken action satisfactory to NXP to enforce Purchaser's rights against Parent under the Letter Agreement following delivery of such demand, NXP may make a subsequent demand and, effective upon, and conditioned upon the delivery of such subsequent demand (and with no further action required on the part of NXP), *inter alia*, and enforce Parent's payment obligations under the Letter Agreement.

Confidentiality Agreement

The following summary description of the Confidentiality Agreement (as defined below) and all other provisions of the Confidentiality Agreement discussed herein are qualified by reference to such Confidentiality Agreement, which has been filed as Exhibit (d)(5) to the Schedule TO filed with the SEC in connection with the Offer and is incorporated herein by reference. The Confidentiality Agreement may be examined and copies may be obtained at the places and in the manner set forth in Section 8 — "Certain Information Concerning Parent and Purchaser." Shareholders and other interested parties should read the Confidentiality Agreement for a more complete description of the provisions summarized below.

Qualcomm and NXP B.V. entered into a confidentiality agreement, effective as of July 4, 2016 (as it may be amended from time to time, the "Confidentiality Agreement"). Under the Confidentiality Agreement, the parties agreed to keep confidential, subject to certain exceptions, information furnished by the disclosing party or any of its subsidiaries or representatives to the receiving party or any of its subsidiaries or representatives and to use such information solely for the purposes of evaluating a potential negotiated transaction between NXP and Qualcomm. The parties further agreed, among other things, to certain "standstill" provisions that, for a period one year from the date of the Confidentiality Agreement, prohibit each party (and its affiliates and representatives) from taking certain actions involving or with respect to the other party, unless invited to do so by the other party, provided that, subject to certain requirements, Qualcomm has the ability to make an alternative acquisition proposal in the event that NXP enters into a definitive acquisition agreement with a third party for the acquisition of not less than a majority of NXP's outstanding voting securities or all or substantially all of the assets of NXP and its subsidiaries (on a consolidated basis). Under the Confidentiality Agreement, each party has agreed that, for a period of one year from the date of the Confidentiality Agreement and subject to certain limited exceptions, it will not solicit the employment of certain employees of the other party.

Exclusivity Agreement

The following summary description of the Exclusivity Agreement (as defined below) and all other provisions of the Exclusivity Agreement discussed herein are qualified by reference to such Exclusivity Agreement, which has been filed as Exhibit (d)(6) to the Schedule TO filed with the SEC in connection with the Offer and is incorporated herein by reference. The Exclusivity Agreement may be examined and copies may be obtained at the places and in the manner set forth in Section 8 — "Certain Information Concerning Parent and Purchaser." Shareholders and other interested parties should read the Exclusivity Agreement for a more complete description of the provisions summarized below.

NXP and Parent entered into an exclusivity agreement on October 6, 2016 (as it may be amended from time to time, the "Exclusivity Agreement"), the term of which expired, in accordance with its terms, upon execution of the Purchase Agreement.

Pursuant to the Exclusivity Agreement, NXP agreed, among other things, that neither NXP nor any of its subsidiaries or any of its and their respective representatives, would solicit, initiate or knowingly facilitate, knowingly induce or encourage any inquiry, proposal, indication of interest or offer from any third party or group of third parties relating to or that (a) could reasonably be expected to lead to any transaction to acquire, directly or indirectly, 15% or more of the voting power of NXP or 15% or more of the assets, revenues or net income (on a consolidated basis) of NXP and its subsidiaries taken as a whole or (2) would reasonably be expected to prevent or materially delay the proposed transaction with Parent.

Pursuant to the Exclusivity Agreement, Parent agreed, among other things, that neither Parent nor any of its subsidiaries or any of its and their respective representatives, would solicit, initiate or knowingly facilitate, knowingly induce or encourage any inquiry, proposal, indication of interest or offer from any third party or group of third parties relating to or that (i) could lead to any transaction to acquire, directly or indirectly, 50% or more of the common stock or assets of Parent or (ii) would reasonably be expected to prevent or materially delay the proposed transaction with NXP.

12. Purpose of the Offer; Plans for NXP.

Purpose of the Offer. The purpose of the Offer is for Purchaser to acquire all of NXP's outstanding equity interests so that Purchaser will own and control all of NXP's current business. The purpose of the Post-Closing Reorganization is to acquire all outstanding Shares not tendered and purchased pursuant to the Offer and the Subsequent Offering Period or all of NXP's business operations. If the Offer Closing occurs, Purchaser intends to consummate the Post-Closing Reorganization as described below.

Following the Acceptance Time, Purchaser will provide for the Subsequent Offering Period of at least 10 business days in accordance with Rule 14d-11 under the Exchange Act and in accordance with the Purchase Agreement. In the event that prior to the expiration of the Subsequent Offering Period, Purchaser elects to effectuate the Asset Sale, the Second Step Transaction and the Second Step Distribution, on the one hand, or the Asset Sale and the Compulsory Acquisition, on the other hand, Purchaser will extend the Subsequent Offering Period for at least five business days. The purpose of the Subsequent Offering Period is to offer to acquire outstanding Shares that were not tendered pursuant to the Offer.

If the Offer is consummated, Purchaser expects that all of the current directors of the NXP Board will resign, other than two directors as mutually agreed upon by Purchaser and NXP, who we expect will remain on the NXP Board until the earlier of (a) such time after the Offer Closing as Purchaser owns 100% of the outstanding Shares, (b) the occurrence of the Second Step Distribution and (c) the date the liquidation of NXP has been duly completed. Purchaser expects that, subject to the receipt of approval of the Governance Resolutions by the NXP shareholders at the EGM, five designees of Purchaser will be appointed to the NXP Board effective upon the Offer Closing.

After the Offer Closing, Purchaser intends to cause NXP to terminate the listing of the Shares on NASDAQ. As a result, we anticipate that there will not be an active trading market for the Shares. In addition, after the Offer Closing, Purchaser intends to cause NXP to terminate the registration of Shares under the Exchange Act as promptly as practicable and take steps to cause the suspension of the reporting obligations with respect to NXP's Shares with the SEC.

If you sell your Shares pursuant to the Offer (or during the Subsequent Offering Period), you will cease to have any equity interest in NXP or any right to participate in its earnings and future growth. If you do not tender your Shares, but the Post-Closing Reorganization is consummated, you also will no longer have an equity interest in NXP. Similarly, after selling your Shares pursuant to the Offer (or during the Subsequent Offering Period), you will not bear the risk of any decrease in the value of NXP.

Post-Closing Reorganization. As promptly as practicable following the closing of the Subsequent Offering Period, Purchaser intends to complete the Post-Closing Reorganization. The Post-Closing Reorganization will utilize processes available to Purchaser under Dutch law to ensure that (a) Purchaser becomes the owner of all of NXP's business operations from and after the consummation of the Post-Closing Reorganization and (b) any NXP shareholders who do not tender their Shares pursuant to the Offer (or during the Subsequent Offering Period) are offered or receive the same consideration for their Shares as those shareholders who tendered their Shares pursuant to the Offer (or during the Subsequent Offering Period), without interest and less applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*)) (provided, however, that in the Compulsory Acquisition, while Purchaser will request, and it is expected that, the per Share price paid in the Compulsory Acquisition be equal to the Offer Consideration, the Dutch Court has sole discretion to determine the price to be paid for the Shares, which may be greater, equal to or less than the Offer Consideration), with such price being increased by the statutory interest rate applicable in The Netherlands (currently two percent per annum) for the period beginning on the date the number of Shares owned by Purchaser and its affiliates represents at least 95% of the then outstanding Shares and ending on the date Purchaser pays for the Shares then owned by the non-tendering NXP shareholders. As a result of the Post-Closing Reorganization, NXP will either be liquidated or become wholly owned by Purchaser.

Purchaser intends to, or intends to cause its designee to, subject to the approval of the Asset Sale Resolutions by the NXP shareholders at the EGM, (a) initiate the Post-Closing Reorganization by means of the Asset Sale in which Purchaser or its designee would acquire all or substantially all of the assets of NXP and assume all or substantially all the liabilities of NXP and (b) following the consummation of the Asset Sale, depending on the percentage of the outstanding Shares held by Purchaser and its affiliates as of the closing of the Subsequent Offering Period, complete the Post-Closing Reorganization by either the Second Step Transaction or the Compulsory Acquisition.

Asset Sale, Second Step Transaction and Second Step Distribution. If the number of Shares tendered pursuant to the Offer and not properly withdrawn (including Shares validly tendered during the Subsequent Offering Period), together with the Shares then owned by Purchaser and its affiliates, represents fewer than 95% but at least 80% of the then outstanding Shares, the consideration paid by Purchaser to NXP in the Asset Sale would be a combination of cash (in an aggregate amount equal to the Offer Consideration multiplied by the total number of Shares held by non-tendering NXP shareholders as of the expiration of the Subsequent Offering Period) and a note payable (in an aggregate amount equal to the Offer Consideration multiplied by the total number of Shares held by Purchaser and its affiliates as of the expiration of the Subsequent Offering Period) and, upon consummation of the Asset Sale, (a) NXP will hold only the cash and the note received in the Asset Sale, (b) Purchaser would own all of NXP's business operations and would be the principal shareholder in NXP and (c) the non-tendering NXP shareholders would continue to own Shares representing, in the aggregate, a minority of the Shares then outstanding. Purchaser would then complete the Post-Closing Reorganization by causing NXP to undertake the Second Step Transaction, with Purchaser providing an indemnity or guarantee to the liquidator for any deficit in the estate of NXP to enable the liquidator to make the Second Step Distribution to each non-tendering NXP shareholder in an amount equal to the Offer Consideration, without interest and less applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*)), for each Share then owned.

Subject to shareholder approval at the EGM, in accordance with section 2:23 paragraph 1 of the Dutch Civil Code, NXP has proposed that Stichting Vereffening NXP (the "Foundation") will be appointed as the liquidator once NXP's dissolution has become effective and to carry out the liquidation of the assets. Purchaser and NXP will use their respective best efforts to (i) procure that the board of directors of the Foundation will, as from the moment of incorporation consist of one or more professional(s) (natural person(s) or a service provider) and (ii) reach agreement with such service provider as soon as practicable after the date of the Purchase Agreement; provided that Purchaser will use its reasonable best efforts to procure that one additional director (a natural person or a professional liquidator) will be appointed to such board of directors to direct and/or assist such professional for a period following the consummation of the Asset Sale not to exceed one year.

The Second Step Distribution will result in all non-tendering NXP shareholders receiving, for each Share then held, cash in an amount equal to the Offer Consideration, in each case, without interest and less applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*)).

Asset Sale and Compulsory Acquisition. If the number of Shares tendered pursuant to the Offer and not properly withdrawn (including Shares validly tendered during the Subsequent Offering Period), together with the Shares then owned by Purchaser and its affiliates, represents fewer than 100% but at least 95% of the then outstanding Shares, the consideration paid by Purchaser to NXP in the Asset Sale would be a note payable in an aggregate amount equal to the Offer Consideration multiplied by the total number of Shares outstanding as of the expiration of the Subsequent Offering Period and, upon consummation of the Asset Sale, (a) NXP will hold only the note received in the Asset Sale, (b) Purchaser would own all of NXP's business operations and would be the principal shareholder in NXP and (c) the non-tendering NXP shareholders would continue to own Shares representing, in the aggregate, a minority of the Shares then outstanding.

Purchaser would then complete the Post-Closing Reorganization by commencing a proceeding before the Dutch Court for the Compulsory Acquisition of Shares held by non-tendering NXP shareholders in accordance with Section 2:92a or Section 2:201a of the Dutch Civil Code. The Purchase Agreement requires that in

connection with the Compulsory Acquisition proceeding, Purchaser must offer each non-tendering NXP shareholder (or such non-tendering NXP shareholder must otherwise receive) the Offer Consideration (without interest and less applicable withholding taxes) for each Share then owned by such non-tendering NXP shareholder. However, in the Compulsory Acquisition, while Purchaser will request, and it is expected that, the per Share price paid in the Compulsory Acquisition be equal to the Offer Consideration, the Dutch Court has sole discretion to determine a cash per Share price to be paid for the non-tendered Shares, which may be greater, equal to or less than the Offer Consideration. The Dutch Court may appoint one or three experts to provide a valuation of the Shares that were not tendered pursuant to the Offer. If the Dutch Court sets the price to be paid for the Shares that were not tendered pursuant to the Offer, such price will be increased by the statutory interest rate applicable in The Netherlands (currently two percent per annum) for the period beginning on the date the number of Shares owned by Purchaser and its affiliates represents at least 95% of the then outstanding Shares and ending on the date Purchaser pays for the Shares then owned by the non-tendering NXP shareholders. Any dividend or other distribution made by NXP to the NXP shareholders during such period will be credited against the amount to be paid by Purchaser to the non-tendering NXP shareholders.

Upon execution (*tenuitvoerlegging*) of the Dutch Court's ruling in the Compulsory Acquisition, each non-tendering NXP shareholder will receive the Dutch Court-determined per Share price and Purchaser will become the sole shareholder of NXP.

Alternative Post-Closing Reorganization Measures. The Purchase Agreement provides that Purchaser may effectuate (and cause NXP to effectuate) the Post-Closing Reorganization in any of the following alternative manners (each an "Alternative Post-Closing Restructuring"):

- a statutory cross-border or domestic (triangular) legal merger (*juridische driehoeks-fusie*) in accordance with article 2:309 *et seq.* of the Dutch Civil Code between NXP, Purchaser, and any of Purchaser's affiliates;
- a statutory legal (triangular) demerger (*juridische driehoeks-fusie*) of NXP in accordance with article 2:334a *et seq.* of the Dutch Civil Code;
- a contribution of cash and/or assets by Purchaser or any of its affiliates in exchange for common shares in NXP's share capital, in which circumstances the pre-emptive rights (*voorkeursrechten*), if any, of minority shareholders of NXP may be excluded;
- a sale and transfer of assets and liabilities by Purchaser or any of its affiliates to NXP or any of its affiliates, or a sale and transfer of assets and liabilities by NXP or any of its affiliates to Purchaser or any of its affiliates;
- a distribution of proceeds, cash and/or assets to the shareholders of NXP or share buybacks;
- a dissolution and liquidation of NXP;
- a subsequent public tender offer for any NXP common shares held by minority shareholders;
- the conversion of NXP into a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*);
- any transaction between NXP and Purchaser or their respective affiliates at terms that are not at arm's length;
- any transaction, including a sale and/or transfer of any material asset, between NXP and its affiliates or between NXP and Purchaser or their respective affiliates with the objective of utilizing any carry forward tax losses available to NXP, Purchaser or any of their respective affiliates;
- any transactions, restructurings, share issues, procedures and/or proceedings in relation to NXP and/or one or more of its affiliates required to effect the aforementioned objectives; or
- any combination of the foregoing.

To undertake any Alternative Post-Closing Restructuring, Purchaser would have to receive the prior written consent of NXP (not to be unreasonably withheld, conditioned or delayed), which consent would require the affirmative vote of the Independent Directors if the proposed Alternative Post-Closing Restructuring constituted an Independent Director Approval Transaction (as defined below).

It is possible that Purchaser may not be able to implement any proposed Post-Closing Reorganization promptly after the Offer Closing, that such Post-Closing Reorganization may be delayed or that such Post-Closing Reorganization may not be able to take place at all. Any Post-Closing Reorganization could be the subject of litigation, and a court could delay the Post-Closing Reorganization or prohibit it from occurring on the terms described in this Offer to Purchase, or from occurring at all. Moreover, even if Purchaser is able to effect any proposed Post-Closing Reorganization, the consideration that NXP shareholders receive therein may be substantially lower and/or different in form than the consideration that they would have received had they tendered their Shares in the Offer or if their Shares had been acquired by Purchaser in the Compulsory Acquisition (and they may also be subject to additional taxes).

Under no circumstances will interest be paid on the Offer Consideration paid pursuant to the Offer, regardless of any extension of the Offer, the Subsequent Offering Period or any delay in making payment for Shares.

The affirmative vote of the Independent Directors will be required for approving (a) any restructuring (including any Alternative Post-Closing Restructuring) that could reasonably be expected to lead to a dilution of the shareholdings of the non-tendering NXP shareholders, other than (i) pursuant to a rights issue by NXP or any other share issue where the non-tendering NXP shareholders have been offered an opportunity to subscribe pro rata to their then existing shareholding in NXP (*voorkeursrecht*), (ii) the Asset Sale, Second Step Transaction and the Second Step Distribution and (iii) the Asset Sale and the Compulsory Acquisition, and (b) any other form of unequal treatment (including as a result of an Alternative Post-Closing Restructuring) that prejudices or could reasonably be expected to prejudice or negatively affect the value of the Shares or voting rights attached to the Shares held by the non-tendering NXP shareholders, other than (i) the Asset Sale, the Second Step Transaction and the Second Step Distribution or (ii) the Asset Sale and the Compulsory Acquisition (each, an "Independent Director Approval Transaction").

The Independent Directors will be particularly trusted with monitoring material transactions, if any, between NXP and/or any of its subsidiaries, on the one hand, and Purchaser and/or any of its other affiliates, on the other hand, to ensure the fair treatment of any minority shareholders of NXP in any such transaction. In implementing any Post-Closing Reorganization, the Independent Directors are expected to give due consideration to the requirements of applicable laws, including the fiduciary duties of the NXP Board to consider the interests of minority shareholders and all other stakeholders' and relevant employee representation bodies' information and/or consultation requirements.

Plans for NXP. It is expected that, initially following the Post-Closing Reorganization, the business and operations of NXP will, except as set forth in this Offer to Purchase, be continued substantially as they are currently being conducted. Purchaser and its affiliates will continue to evaluate the business and operations of NXP during the pendency of the Offer and after the consummation of the Post-Closing Reorganization and will take such actions as it deems appropriate under the circumstances then existing. Thereafter, Purchaser and its affiliates intend to review such information as part of a comprehensive review of NXP's business, operations, capitalization and management with a view to optimizing development of NXP's potential. Notwithstanding the foregoing and as noted above, following consummation of the Asset Sale, (a) all of the business and operations of NXP will be held by Purchaser or its designee and (b) NXP will have no operations and will only hold (i) in the case of the Asset Sale that immediately precedes the Second Step Transaction, cash and a note payable or (ii) in the case of the Asset Sale that immediately precedes the commencement of the Compulsory Acquisition proceedings, a note payable.

To the best knowledge of Purchaser and Parent, except for certain pre-existing agreements described in the Schedule 14D-9, no employment, equity contribution, or other agreement, arrangement or understanding between any executive officer or director of NXP, on the one hand, and Parent, Purchaser or NXP, on the other hand, existed as of the date of the Purchase Agreement, and the Offer is not conditioned upon any executive officer or director of NXP entering into any such agreement, arrangement or understanding.

It is possible that certain members of NXP's current management team will enter into new employment arrangements with NXP after the completion of the Offer and the transactions contemplated by the Purchase Agreement. Such arrangements may include the right to purchase or participate in the equity of Parent or its affiliates. There can be no assurance that any parties will reach an agreement on any terms, or at all.

13. Certain Effects of the Offer.

Market for the Shares. The purchase of Shares pursuant to the Offer will reduce the number of NXP shareholders and the number of Shares that might otherwise trade publicly, which could adversely affect the liquidity and market value of the remaining Shares. We cannot predict whether the reduction in the number of Shares that might otherwise trade publicly would have an adverse or beneficial effect on the market price for, or marketability of, the Shares or whether such reduction would cause future market prices to be greater or less than the Offer Consideration.

NASDAQ Listing. Depending upon the number of Shares purchased pursuant to the Offer, the Shares may no longer meet the standards for continued listing on NASDAQ. According to NASDAQ's published guidelines, the Shares would not meet the criteria for continued listing on NASDAQ if, among other things, the total number of NXP shareholders is not at least 400. If, as a result of the purchase of the Shares pursuant to the Offer, the Shares no longer meet these criteria, the listing of Shares on NASDAQ would be discontinued and the market for the Shares will be adversely affected. Regardless of whether the Shares continue to meet the criteria for continued listing on NASDAQ, after the Offer Closing, we intend to cause NXP to terminate the listing of the Shares on NASDAQ.

Margin Regulations. The Shares are currently "margin securities" under the Regulations of the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"), which has the effect, among other things, of allowing brokers to extend credit on the collateral of the Shares. Depending upon factors similar to those described above regarding the market for the Shares and listing, it is possible that, following the Offer, the Shares would no longer constitute "margin securities" for the purposes of the margin regulations of the Federal Reserve Board and, therefore, could no longer be used as collateral for loans made by brokers.

Exchange Act Registration. The Shares are currently registered under the Exchange Act. Such registration may be terminated upon application by NXP to the SEC if the Shares are neither listed on a national securities exchange nor held by 300 or more holders of record, subject to fulfilling certain conditions. Termination of registration of the Shares under the Exchange Act would substantially reduce the information required to be furnished by NXP to its shareholders and to the SEC and would make certain provisions of the Exchange Act no longer applicable to NXP. Furthermore, the ability of "affiliates" of NXP and persons holding "restricted securities" of NXP to dispose of such securities pursuant to Rule 144 promulgated under the Securities Act may be impaired or eliminated. If registration of the Shares under the Exchange Act were terminated, the Shares would no longer be "margin securities" or be eligible for listing on NASDAQ as described above. We intend to, and will cause NXP to, terminate the registration of the Shares under the Exchange Act as promptly as practicable after the Offer Closing and expect to take steps to cause the suspension of all of NXP's reporting obligations with respect to the Shares under the Exchange Act. If registration of the Shares is not terminated prior to the commencement of the Post-Closing Reorganization, the registration of the Shares under the Exchange Act will be terminated following the consummation of Post-Closing Reorganization.

Other measures. Subject to the terms and conditions of the Purchase Agreement and this Offer to Purchase, Purchaser reserves the right to submit proposals for a vote at the EGM in order to change the corporate structure

and the capital structure of NXP and/or achieve an optimal financial or other structuring, including amendments to NXP's articles of association and change in the accounting policies applied in NXP and its subsidiaries, all in accordance with Dutch law and the articles of association of NXP.

14. Dividends and Distributions.

The Purchase Agreement provides that, subject to certain exceptions, from the date thereof to the Offer Closing or the earlier termination of the Purchase Agreement, without the prior written consent of Purchaser, neither NXP nor any of its subsidiaries will declare, set aside, make or pay any dividend or other distribution (whether in cash, shares or property or any combination thereof), with respect to any of NXP's capital stock, except for dividends and distributions by a wholly owned subsidiary of NXP to another wholly owned subsidiary of NXP.

15. Certain Conditions of the Offer.

Notwithstanding any other term of the Offer or the Purchase Agreement, but subject to compliance with any applicable rules and regulations of the SEC, including Rule 14e-1(c) promulgated under the Exchange Act relating to Purchaser's obligation to accept and pay for or return tendered shares of NXP after the termination of the Offer, Purchaser will not be required to accept for purchase or pay for any NXP Shares unless each of the following conditions to the Offer has been satisfied or waived (to the extent such waiver is permitted by applicable law and the terms of the Purchase Agreement) as of the Expiration Time in accordance with the Purchase Agreement:

(a) the Minimum Condition;

(b) the Antitrust Clearance Condition;

(c) the Restraints Condition;

(d) (i) the representations and warranties of NXP (A) set forth in Sections 3.11(a) and 3.26 of the Purchase Agreement are true and correct in all respects as of the Expiration Time, (B) set forth in Sections 3.05(a) of the Purchase Agreement are true and correct in all respects (except for *de minimis* inaccuracies) as of the Expiration Time (C) set forth in Sections 3.01, 3.02, 3.05(b), 3.05(c), 3.06, 3.16(f), 3.22 and 3.23 of the Purchase Agreement are true and correct in all material respects as of the Expiration Time with the same effect as though made as of such date (except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date), and (D) set forth in Article III of the Purchase Agreement (other than the sections of Article III of the Purchase Agreement referred to in clauses (A), (B) or (C) above) are true and correct in all respects (without giving effect to any "materiality," "Company Material Adverse Effect" or similar materiality qualifiers contained in any such representations and warranties) as of the Expiration Time as though made on and as of such date (except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date), except in the case of clause (D) where the failures of any such representations and warranties to be so true and correct, in the aggregate, have not had and would not reasonable be expected to have, individually or in the aggregate, a Company Material Adverse Effect;

(e) NXP has performed or complied with in all material respects each of the obligations, agreements and covenants required to be performed by, or complied with by, it under the Purchase Agreement at or prior to the Expiration Time;

(f) the Material Adverse Effect Condition;

(g) the resignations of all but two directors from the NXP Board have been obtained in accordance with the Purchase Agreement;

(h) the Governance Resolutions have been adopted at the EGM;

(i) NXP has delivered to Parent a certificate signed by an authorized officer of NXP dated as of the date on which the Offer expires certifying that the conditions to the Offer specified in (d), (e) and (f) above have been satisfied;

(j) the Pre-Closing Reorganization Condition; and

(k) the Purchase Agreement has not been terminated in accordance with its terms.

The foregoing conditions are in addition to, and not a limitation of, the rights of Purchaser to extend, terminate or modify the Offer in accordance with the terms and conditions of the Purchase Agreement. Subject to the applicable rules and regulations of the SEC, Purchaser expressly reserves the right at any time prior to the Expiration Time to waive, in whole or in part, any condition to the Offer and to make any change in the terms of or conditions to the Offer. However, Purchaser will not (without the prior written consent of NXP): (a) waive or change the Minimum Condition (except to the extent permitted under the Purchase Agreement); (b) decrease the Offer Consideration; (c) change the form of consideration to be paid in the Offer; (d) decrease the number of Shares sought in the Offer; (e) extend or otherwise change the Expiration Time except as provided in the Purchase Agreement; or (f) impose additional conditions to the Offer or otherwise amend, modify or supplement any of the conditions to the Offer or terms of the Offer in a manner adverse to NXP shareholders.

The foregoing conditions are for the sole benefit of Purchaser and may be asserted by Purchaser regardless of the circumstances giving rise to any such condition or may be waived (subject to applicable law) by Purchaser in its sole discretion, in each case subject to the terms of the Purchase Agreement and applicable rules and regulations of the SEC. In addition, each of the foregoing conditions is independent of any of the other foregoing conditions; the exclusion of any event from a particular condition does not mean that such event may not be included in another condition. Notwithstanding the fact that Purchaser reserves the right to assert the existence of any condition to the Offer, Purchaser understands that all conditions to the Offer, other than those dependent upon the receipt of necessary governmental regulatory approvals, must be satisfied or waived (subject to applicable law) prior to the Expiration Time.

16. Certain Legal Matters; Regulatory Approvals.

General. Except as described in this Section 16, based on our examination of publicly available information filed by NXP with the SEC and other information provided by NXP, we are not aware of any governmental license or regulatory permit that appears to be material to NXP's business that might be adversely affected by our acquisition of Shares as contemplated in this Offer to Purchase or of any approval or other action by any governmental, administrative or regulatory authority or agency, domestic or foreign, that would be required for the acquisition or ownership of Shares by Purchaser as contemplated in this Offer to Purchase. Should any such approval or other action be required, we currently contemplate that such approval or other action will be sought. While Purchaser does not currently intend to delay acceptance for payment of Shares tendered pursuant to the Offer pending the outcome of any such matter, there can be no assurance that any such approval or other action, if needed, would be obtained or would be obtained without substantial conditions or that if such approvals were not obtained or such other actions were not taken, adverse consequences might not result to NXP's business, any of which under certain conditions specified in the Purchase Agreement, could cause Purchaser to elect to terminate the Offer without the purchase of Shares thereunder under certain conditions. See Section 15 —"Certain Conditions of the Offer."

Compliance with HSR Act. Under the HSR Act, and the related rules and regulations that have been issued by the FTC, certain transactions may not be consummated until specified information and documentary material ("Premerger Notification and Report Forms") have been furnished to the FTC and the Antitrust Division and certain waiting periods have been terminated or expired. These requirements of the HSR Act apply to the acquisition of Shares pursuant to the Offer and the Purchase Agreement.

Under the HSR Act, our purchase of Shares pursuant to the Offer may not be completed until the expiration of a 15 calendar day waiting period following the filing by Purchaser, of its Premerger Notification and Report

Form concerning the Offer with the FTC and the Antitrust Division, unless the waiting period is earlier terminated or extended by the FTC or the Antitrust Division. The required waiting period with respect to the Offer and the Purchase Agreement will expire at 11:59 p.m., New York City time, 15 calendar days thereafter (unless the 15th day falls on a weekend or holiday, in which case the 15th day is extended to the next business day), unless the waiting period is earlier terminated by the FTC or the Antitrust Division, unless Purchaser pulls its Premerger Notification and Report Form before the expiration of the initial 15 calendar day waiting period and refiles it thereafter, and unless the FTC or the Antitrust Division extends the waiting period by issuing a request for additional information and documentary material (a "Second Request") prior to expiry of the initial waiting period. If within the initial waiting period, Purchaser pulls and re-files its Premerger Notification and Report Form, the waiting period will restart and will expire 15 calendar days following the re-filing of the Premerger Notification and Report Form unless the waiting period is earlier terminated by the FTC or the Antitrust Division, and unless the FTC or the Antitrust Division extends the waiting period by issuing a Second Request prior to expiry of the initial waiting period. If within the initial waiting period either the FTC or the Antitrust Division issues a Second Request, the waiting period with respect to the Offer and the Purchase Agreement would be extended until 10 calendar days following the date of substantial compliance by Purchaser with that request, unless the FTC or the Antitrust Division terminates the additional waiting period before its expiration. After the expiration of the 10 calendar day waiting period following substantial compliance with the Second Request by Purchaser, the waiting period could be extended only by court order or with Purchaser's consent. In practice, complying with a Second Request can take a significant period of time. Although NXP is required to file certain information and documentary material with the FTC and the Antitrust Division in connection with the Offer, neither NXP's failure to make those filings nor a request for additional documents and information issued to NXP from the FTC or the Antitrust Division will extend the waiting period with respect to the purchase of Shares pursuant to the Offer and the Purchase Agreement.

The FTC and the Antitrust Division will scrutinize the legality under the antitrust laws of Purchaser's proposed acquisition of NXP. At any time before or after Purchaser's acceptance for payment of Shares pursuant to the Offer, if the Antitrust Division or the FTC believes that the Offer would violate the U.S. federal antitrust laws by substantially lessening competition in any line of commerce affecting U.S. consumers, the FTC and the Antitrust Division have the authority to challenge the transaction by seeking a federal court order enjoining the transaction or, if shares have already been acquired, requiring disposition of such Shares, or the divestiture of substantial assets of Purchaser, NXP, or any of their respective subsidiaries or affiliates or requiring other conduct relief. United States state attorneys general and private persons may also bring legal action under the antitrust laws seeking similar relief or seeking conditions to the completion of the Offer. While Parent believes that consummation of the Offer would not violate any antitrust laws, there can be no assurance that a challenge to the Offer on antitrust grounds will not be made or, if a challenge is made, what the result will be. If any such action is threatened or commenced by the FTC, the Antitrust Division or any state or any other person, Purchaser may not be obligated to consummate the Offer. See Section 15 — "Certain Conditions of the Offer."

Foreign Competition Law Filings. NXP and Purchaser and certain of their respective subsidiaries conduct business in several countries outside of the United States. Based on a review of the information currently available about the businesses in which Purchaser, NXP and their respective affiliates are engaged, Purchaser and NXP have determined that filings under the applicable antitrust laws of eight jurisdictions outside of the U.S. are required before the transactions contemplated by the Purchase Agreement may close. In accordance with the terms of the Purchase Agreement, NXP and Purchaser have agreed to promptly (and consistent with market practice) make all such filings.

EU: Based on a review of the information currently available about the businesses in which Purchaser and NXP are engaged, a merger filing with the European Commission (the "EC") and observation of the applicable review period under the EU Merger Regulation is required before the Purchase Agreement and the transactions contemplated thereby may close. The initial review period is 25 EC working days from filing of the EU notification, and can be extended to 35 EC working days if commitments are offered by the parties (Phase I) or by an additional

20 EC working days at the request of Purchaser and NXP. The review period may be further extended for an additional 90 EC working days or for an even longer period of time for an in-depth investigation (Phase II).

China: Based on a review of the information currently available about the businesses in which Purchaser and NXP are engaged, a merger notification must be made to the Anti-Monopoly Bureau of the Ministry of Commerce of China. Under the Anti-Monopoly Law, the transactions may not be consummated until the expiration of a 30-calendar day review period following the complete filing of a notification concerning the Purchase Agreement and the transactions contemplated thereby (Phase I). The review period may be extended for an additional 90 calendar days (Phase II) and further for an additional 60 calendar days in the event of an in-depth investigation (Phase III).

Japan: Based on a review of the information currently available about the businesses in which Purchaser and NXP are engaged, a merger notification must also be made to the Japan Fair Trade Commission ("JFTC"). Under the Law Concerning Prohibition of Private Monopolization and Maintenance of Fair Trade, the transactions may not be consummated until the expiration of a 30 calendar day review period following the complete filing of a notification concerning the Purchase Agreement and the transactions contemplated thereby (Phase I). The review period may be extended to a maximum of 120 calendar days from the date of formal acceptance of the initial notification or 90 calendar days after the completion of any supplemental information request from the JFTC, whichever is later (Phase II).

Mexico: Based on a review of the information currently available about the businesses in which Purchaser and NXP are engaged, a merger notification must also be made to the Federal Economic Competition Commission of Mexico. Under the Federal Economic Competition Law, the transactions may not be consummated until the expiration of a 60 working day review period following the complete filing of a notification concerning the Purchase Agreement and the transactions contemplated thereby. The review period may be extended by an additional 40 working days.

Philippines: Based on a review of the information currently available about the businesses in which Purchaser and NXP are engaged, a merger notification must be made to the Philippine Competition Commission. Under the Philippine Competition Act, the transactions may not be consummated until the expiration of a 30 calendar day review period following the complete filing of a notification concerning the Purchase Agreement and the transactions contemplated thereby (Phase I). The review period may be extended for an additional 60 calendar days for an in-depth investigation (Phase II).

Russia: Based on a review of the information currently available about the businesses in which Purchaser and NXP are engaged, a merger notification must be made to the Federal Antimonopoly Service of the Russian Federation. Under the Federal Law No.135-FZ on the Protection of Competition, the transactions may not be consummated until the expiration of a 30 calendar day waiting period following the complete filing of a notification concerning the Purchase Agreement and the transactions contemplated thereby (Phase I). The waiting period may be extended for an additional 60 calendar days for an in-depth investigation (Phase II).

South Korea: Based on a review of the information currently available about the businesses in which Purchaser and NXP are engaged, an antitrust notification must be made to the Korea Fair Trade Commission ("KFTC"). Under the Monopoly Regulation and Fair Trade Act, the transactions may not be consummated until the expiration of a 30 calendar day review period following the complete filing of a notification concerning the Purchase Agreement and the transactions contemplated thereby (Phase I). The review period may be extended for an additional 90 calendar days at the KFTC's discretion (Phase II).

Taiwan: Based on a review of the information currently available about the businesses in which Purchaser and NXP are engaged, an antitrust notification must be made to the Taiwan Fair Trade Commission ("TFTC"). Under the Taiwan Fair Trade Act, the transactions may not be consummated until the expiration of a 30 calendar day review period following the complete filing of a notification concerning the Purchase Agreement and the

transactions contemplated thereby. The review period may be extended by up to an additional 60 calendar days if the TFTC finds it necessary to complete the review of the transactions.

Parent and Purchaser are not aware of any other pre-closing antitrust or competition law filings required in connection with the transactions contemplated by the Purchase Agreement.

Going Private Transactions. The SEC has adopted Rule 13e-3 under the Exchange Act, which is applicable to certain "going private" transactions, and which may under certain circumstances be applicable to the Post-Closing Reorganization or other business combination following the purchase of Shares pursuant to the Offer in which Purchaser seeks to acquire the remaining Shares not then held by it. Purchaser believes that Rule 13e-3 under the Exchange Act will not be applicable to the Post-Closing Reorganization because Purchaser was not, at the time the Purchase Agreement was executed, and is not, an affiliate of NXP (for purposes of the Exchange Act); it is anticipated that the Post-Closing Reorganization will be effected as soon as practicable after the consummation of the Offer (and in any event within one year following the consummation of the Offer); and, in the Post-Closing Reorganization, shareholders will receive the same price per Share as the Offer Consideration.

17. Appraisal rights.

NXP shareholders are not entitled under Dutch law or otherwise to appraisal rights with respect to the Offer. However, in the event that after the Subsequent Offering Period, Purchaser and its affiliates hold fewer than 100% but at least 95% of the then outstanding Shares, Purchaser intends to, or intends to cause its designee to, subject to the approval of the Asset Sale Resolutions by the NXP shareholders at the EGM, effect the Post-Closing Reorganization by means of the Asset Sale followed by the commencement of the Compulsory Acquisition proceeding pursuant to which it will acquire all Shares held by non-tendering NXP shareholders in accordance with Section 2:92a or Section 2:201a of the Dutch Civil Code. In the Compulsory Acquisition proceeding, while Purchaser will request, and it is expected that, the per Share price paid in the Compulsory Acquisition be equal to the Offer Consideration, the Dutch Court has sole discretion to determine the per Share price, which may be greater than, equal to or less than the Offer Consideration, with such price being increased by the statutory interest rate applicable in The Netherlands (currently two percent per annum) for the period beginning on the date the number of Shares owned by Purchaser and its affiliates represents at least 95% of the then outstanding Shares and ending on the date Purchaser pays for the Shares then owned by the non-tendering NXP shareholders. The non-tendering NXP shareholders do not have the right to commence a Compulsory Acquisition proceeding to oblige Purchaser to buy their Shares.

18. Fees and Expenses.

Purchaser has retained Innisfree M&A Incorporated to be the Information Agent and American Stock Transfer & Trust Company, LLC to be the Depositary in connection with the Offer. As part of the services included in such retention, the Information Agent may contact NXP shareholders by mail, telephone, telecopy, telegraph, personal interview, electronic mail and other methods of electronic communication and may request brokers, dealers, commercial banks, trust companies and other nominees to forward materials relating to the Offer to beneficial owners of Shares.

The Information Agent and the Depositary each will receive reasonable and customary compensation for their respective services in connection with the Offer, will be reimbursed for reasonable out-of-pocket expenses and will be indemnified against certain liabilities and expenses in connection therewith, including certain liabilities under federal securities laws.

Except as set forth above, neither Parent nor Purchaser will pay any fees or commissions to any broker or dealer or to any other person (other than to the Depositary and the Information Agent) in connection with the solicitation of tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks, trust companies and other nominees will, upon request, be reimbursed by Purchaser for customary mailing and handling expenses

incurred by them in forwarding offering materials to their customers. In those jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

19. Miscellaneous.

The Offer is not being made to (nor will tenders be accepted from or on behalf of) NXP shareholders in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. However, we may, in our discretion, take such action as we deem necessary to make the Offer comply with the laws of any such jurisdiction and extend the Offer to NXP shareholders in such jurisdiction in compliance with applicable laws. In those jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

No person has been authorized to give any information or to make any representation on behalf of Parent or Purchaser not contained herein or in the Letter of Transmittal, and, if given or made, such information or representation must not be relied upon as having been authorized. No broker, dealer, bank, trust company, fiduciary or other person will be deemed to be the agent of Parent, Purchaser, the Depositary, or the Information Agent for the purpose of the Offer.

Parent and Purchaser have filed with the SEC a Tender Offer Statement on Schedule TO pursuant to Rule 14d-3 of the General Rules and Regulations under the Exchange Act, together with exhibits furnishing certain additional information with respect to the Offer, and may file amendments thereto. A copy of such documents, and any amendments thereto, may be examined at, and copies may be obtained from, the SEC in the manner set forth under Section 8 — “Certain Information Concerning Parent and Purchaser.”

NXP is required under the rules of the SEC to file its Solicitation/Recommendation Statement with the SEC on Schedule 14D-9 no later than 10 business days from the date of this Offer to Purchase, setting forth the recommendation of the NXP Board with respect to the Offer and the reasons for such recommendation and furnishing certain additional related information. A copy of such documents, and any amendments thereto, may, when filed, be examined at, and copies may be obtained from, the SEC in the manner set forth under Section 7 —“Certain Information Concerning NXP” above.

Qualcomm River Holdings B.V.

QUALCOMM Incorporated

November 18, 2016

SCHEDULE I

INFORMATION RELATING TO PURCHASER AND THE PARENT

Parent. The following table sets forth the name, business address and telephone number, citizenship, present principal occupation, employment and academic history, material occupations, positions, offices or employment for at least the past five years of each of the executive officers and directors of Parent. The current business address of each person is 5775 Morehouse Drive, San Diego, California 92121, and the current business telephone number is (858) 587-1121. As used in this Schedule I, "Qualcomm" refers to Parent and its direct and indirect subsidiaries.

Name	Citizenship	Present Principal Occupation or Employment
Dr. Paul E. Jacobs	United States	**Function**: Executive Chairman and Chairman of the Board, QUALCOMM Incorporated; Director, Board of Directors. **Professional Background**: Dr. Paul E. Jacobs has served as Executive Chairman since March 2014. He has served as Chairman of the Board of Directors since March 2009 and as a director since June 2005. He served as Chief Executive Officer of Qualcomm from July 2005 to March 2014 and as Group President of Qualcomm Wireless & Internet from July 2001 to July 2005. In addition, he served as an Executive Vice President from February 2000 to June 2005. Dr. Jacobs holds a B.S. degree in Electrical Engineering and Computer Science, an M.S. degree in Electrical Engineering and a Ph.D. degree in Electrical Engineering and Computer Science from the University of California, Berkeley.
Steve Mollenkopf	United States	**Function**: Chief Executive Officer, QUALCOMM Incorporated; Director, Board of Directors **Professional Background**: Steve Mollenkopf has served as Chief Executive Officer since March 2014 and as a director since December 2013. He served as Chief Executive Officer-elect and President from December 2013 to March 2014 and as President and Chief Operating Officer from November 2011 to December 2013. In addition, he served as Executive Vice President and Group President from September 2010 to November 2011, as Executive Vice President and President of Qualcomm CDMA Technologies (QCT) from August 2008 to September 2010, as Executive Vice President, QCT Product Management from May 2008 to August 2008, as Senior Vice President, Engineering and Product Management from July 2006 to May 2008 and as Vice President, Engineering from April 2002 to July 2006. Mr. Mollenkopf joined Qualcomm in 1994 as an engineer and throughout his tenure at Qualcomm has held several other technical and leadership positions. Mr. Mollenkopf has served as a member of the board of directors of General Electric Company since November 2016. Mr. Mollenkopf holds a B.S. degree in Electrical Engineering from Virginia Tech and an M.S. degree in Electrical Engineering from the University of Michigan.
Derek K. Aberle	United States	**Function**: President, QUALCOMM Incorporated. **Professional Background**: Derek K. Aberle has served as President since March 2014. He served as Executive Vice President and Group President from November 2011 to March 2014, as President of Qualcomm Technology Licensing (QTL) from September 2008 to November 2011 and as Senior Vice President and General Manager of QTL from October 2006 to September 2008. Mr. Aberle joined Qualcomm in December 2000 and prior to October 2006 held positions ranging from Legal Counsel to Vice President and General Manager of QTL. Mr. Aberle holds a B.A. degree in Business Economics from the University of California, Santa Barbara and a J.D. degree from the University of San Diego.

Name	Citizenship	Present Principal Occupation or Employment
Cristiano R. Amon	United States	**Function**: Executive Vice-President, Qualcomm Technologies, Inc. and President of Qualcomm CDMA Technologies. **Professional Background**: Cristiano R. Amon has served as Executive Vice President, Qualcomm Technologies, Inc. (QTI, a subsidiary of Qualcomm) and President of QCT since November 2015. He served as Executive Vice President, QTI and Co-President of QCT from October 2012 to November 2015, as Senior Vice President, Qualcomm and Co-President of QCT from June 2012 to October 2012, as Senior Vice President, QCT Product Management from October 2007 to June 2012 and as Vice President, QCT Product Management from September 2005 to October 2007. Mr. Amon joined Qualcomm in 1995 as an engineer and throughout his tenure at Qualcomm held several other technical and leadership positions. Mr. Amon holds a B.S. degree in Electrical Engineering from UNICAMP, the State University of Campinas, Brazil.
George S. Davis	United States	**Function**: Executive Vice President and Chief Financial Officer, QUALCOMM Incorporated. **Professional Background**: George S. Davis has served as Executive Vice President and Chief Financial Officer since March 2013. Prior to joining Qualcomm, Mr. Davis was Chief Financial Officer of Applied Materials, Inc., a provider of manufacturing equipment, services and software to the semiconductor, flat panel display, solar photovoltaic and related industries, from November 2006 to March 2013. Mr. Davis held several other leadership positions at Applied Materials from November 1999 to November 2006. Prior to joining Applied Materials, Mr. Davis served 19 years with Atlantic Richfield Company in a number of finance and other corporate positions. Mr. Davis holds a B.A. degree in Economics and Political Science from Claremont McKenna College and an M.B.A. degree from the University of California, Los Angeles.
Matthew S. Grob	United States	**Function**: Executive Vice President, Qualcomm Technologies, Inc. and Chief Technology Officer. **Professional Background**: Matthew S. Grob has served as Executive Vice President, Qualcomm Technologies, Inc. and Chief Technology Officer since October 2012. He served as Executive Vice President, Qualcomm and Chief Technology Officer from July 2011 to October 2012 and as Senior Vice President, Engineering from July 2006 to July 2011. Mr. Grob joined Qualcomm in August 1991 as an engineer and throughout his tenure at Qualcomm held several other technical and leadership positions. Mr. Grob holds a B.S. degree in Electrical Engineering from Bradley University and an M.S. degree in Electrical Engineering from Stanford University.
Brian Modoff	United States	**Function**: Executive Vice President, Strategy and Mergers & Acquisitions, QUALCOMM Incorporated. **Professional Background**: Brian Modoff has served as Executive Vice President, Strategy and Mergers & Acquisitions since October 2015. Prior to joining Qualcomm, Mr. Modoff was a Managing Director in Equity Research at Deutsche Bank Securities Inc. (Deutsche Bank), a provider of financial services, from March 1999 to October 2015. Prior to joining Deutsche Bank, Mr. Modoff was a research analyst at several financial institutions from November 1993 to March 1999. Mr. Modoff holds a B.A. degree in Economics from California State University, Fullerton and a Master of International Management from the Thunderbird School of Global Management.

Name	Citizenship	Present Principal Occupation or Employment
Alexander H. Rogers	United States	**Function**: Executive Vice President and President, Qualcomm Technology Licensing. **Professional Background**: Alexander H. Rogers has served as Executive Vice President and President of Qualcomm Technology Licensing (QTL) since October 2016. He served as Senior Vice President and President of QTL from September 2016 to October 2016, as Senior Vice President, Deputy General Counsel and General Manager of QTL from March 2016 to September 2016, as Senior Vice President and Deputy General Counsel from October 2015 to March 2016, and as Senior Vice President and Legal Counsel from April 2007 to October 2015. Mr. Rogers joined Qualcomm in January 2001 as Senior Legal Counsel and throughout his tenure at Qualcomm held several other leadership positions in the legal department. Prior to joining Qualcomm, Mr. Rogers was a partner at the law firm of Gray, Cary, Ware & Friedenrich (now DLA Piper). Mr. Rogers holds M.A. and B.A. degrees in English Literature from Georgetown University and a J.D. degree from Georgetown University Law Center.
Donald J. Rosenberg	United States	**Function**: Executive Vice President, General Counsel and Corporate Secretary, QUALCOMM Incorporated. **Professional Background**: Donald J. Rosenberg has served as Executive Vice President, General Counsel and Corporate Secretary of Qualcomm since October 2007. He served as Senior Vice President, General Counsel and Corporate Secretary of Apple Inc. from December 2006 to October 2007. From May 1975 to November 2006, Mr. Rosenberg held numerous positions at IBM Corporation, including Senior Vice President and General Counsel. Mr. Rosenberg has served as a member of the board of directors of NuVasive, Inc. since February 2016. Mr. Rosenberg holds a B.S. degree in Mathematics from the State University of New York at Stony Brook and a J.D. degree from St. John’s University School of Law.
Michelle Sterling	United States	**Function**: Executive Vice President, Human Resources, QUALCOMM Incorporated. **Professional Background**: Michelle Sterling has served as Executive Vice President of Human Resources since May 2015. She served as Senior Vice President, Human Resources from October 2007 to April 2015. Ms. Sterling joined Qualcomm in 1994 and throughout her tenure at Qualcomm has held several other leadership positions. Ms. Sterling holds a B.S. degree in Business Management from the University of Redlands.
Dr. James H. Thompson	United States	**Function**: Executive Vice President, Engineering, Qualcomm Technologies, Inc. **Professional Background**: James H. Thompson has served as Executive Vice President, Engineering for Qualcomm Technologies, Inc. since October 2012. He served as Senior Vice President, Engineering for QUALCOMM Incorporated from July 1998 to October 2012. Dr. Thompson joined Qualcomm in 1992 as a senior engineer and throughout his tenure at Qualcomm held several other technical and leadership roles. Dr. Thompson holds B.S., M.S. and Ph.D. degrees in Electrical Engineering from the University of Wisconsin.
Barbara T. Alexander	United States	**Function**: Director, Board of Directors; Member, Compensation Committee. **Professional Background**: Barbara T. Alexander has served as a director of QUALCOMM Incorporated since July 2006. Ms. Alexander has been an

Name	Citizenship	Present Principal Occupation or Employment
		independent consultant since February 2004. She was a senior advisor for UBS from October 1999 to January 2004 and a managing director of Dillon Read & Co., Inc. (Dillon Read) from January 1992 to September 1999. Prior to joining Dillon Read, Ms. Alexander was a managing director in the corporate finance department of Salomon Brothers. Ms. Alexander is past Chairman of the Board of the Joint Center for Housing Studies at Harvard University (the Center) and is currently a member of that board's executive committee and a senior industry fellow of the Center. Ms. Alexander has been a director of Allied World Assurance Company Holdings, Ltd. since August 2009 and of Choice Hotels since February 2012. Ms. Alexander previously served as a director of KB Home from October 2010 to April 2014, Federal Home Loan Mortgage Corporation (Freddie Mac) from November 2004 to March 2010, of Centex Corporation from July 1999 to August 2009, of Harrah's Entertainment, Inc. from February 2002 to April 2007 and of Burlington Resources, Inc. from January 2004 to March 2006. She holds B.S. and M.S. degrees in theoretical mathematics from the University of Arkansas.
Raymond V. Dittamore	United States	**Function**: Director, Board of Directors; Member, Audit Committee. **Professional Background**: Raymond V. Dittamore has served as a director of QUALCOMM Incorporated since December 2002. Mr. Dittamore retired in June 2001 as a partner of Ernst & Young LLP, an international public accounting firm, after 35 years of service. Mr. Dittamore has served as a member of the board of directors of Obalon Therapeutics, Inc. since March 2016. Mr. Dittamore previously served as a director of Life Technologies Corporation from July 2001 to February 2014, of Gen-Probe Incorporated from August 2002 to September 2009 and of Digirad Corporation from March 2004 to March 2008. Mr. Dittamore holds a B.S. degree in accounting from San Diego State University.
Jeffrey W. Henderson	United States	**Function**: Director, Board of Directors; Member, Audit Committee. **Professional Background**: Jeffrey W. Henderson has served as a director of QUALCOMM Incorporated since January 2016. Mr. Henderson has been an Advisory Director to Berkshire Partners LLC, a private equity firm, since September 2015. He served as Chief Financial Officer of Cardinal Health Inc., a health care services company, from May 2005 to November 2014. Prior to joining Cardinal Health, Mr. Henderson held multiple positions at Eli Lilly and General Motors, including serving as President and General Manager of Eli Lilly Canada, Controller and Treasurer of Eli Lilly Inc., and in management positions with General Motors in Great Britain, Singapore, Canada and the U.S. Mr. Henderson has been a director of Halozyme Therapeutics, Inc. since August 2015 and a director of FibroGen, Inc. since August 2015. Mr. Henderson holds a B.S. degree in electrical engineering from Kettering University and an M.B.A. degree from Harvard Business School.
Thomas W. Horton	United States	**Function**: Director, Board of Directors; Member, Governance Committee. **Professional Background**: Thomas W. Horton has served as a director of QUALCOMM Incorporated since December 2008. Mr. Horton is a Senior Advisor in the Industrials and Business Services Group of Warburg Pincus LLC, a private equity firm focused on growth investing. Mr. Horton was Chairman of American Airlines Group Inc. (formed upon the merger of AMR Corporation (AMR) and US Airways Group, Inc.) from December 2013 to June 2014 and Chairman of American Airlines, Inc. (American) from November 2011 to June

Name	Citizenship	Present Principal Occupation or Employment
		2014. He was Chairman and Chief Executive Officer of AMR and Chief Executive Officer of American from November 2011 to December 2013, and President of AMR and American from July 2010 to December 2013. He served as Executive Vice President and Chief Financial Officer of AMR and American from March 2006 to July 2010. He served as Vice Chairman and Chief Financial Officer of AT&T Corporation (AT&T) from January 2002 to February 2006. Prior to joining AT&T, Mr. Horton was Senior Vice President and Chief Financial Officer of AMR from January 2000 to January 2002 and served in numerous management positions with AMR since 1985. Mr. Horton has been a director of Wal-Mart Stores, Inc. since November 2014. Mr. Horton holds a B.B.A. degree in accounting from Baylor University and an M.B.A. degree from Southern Methodist University.
Ann M. Livermore	United States	**Function**: Director, Board of Directors. **Professional Background:** Ann M. Livermore has served as a director of QUALCOMM Incorporated since October 2016. Ms. Livermore served as Executive Vice President of the Enterprise Business at Hewlett-Packard Company (HP) from May 2004 to June 2011, and as Executive Vice President of HP Services from 2002 to May 2004. She joined HP in 1982 and served in a number of management and leadership positions across the company. Ms. Livermore has been a director of United Parcel Services, Inc. since November 1997, and of Hewlett Packard Enterprise since November 2015. Ms. Livermore was a director of HP from June 2011 to November 2015. Ms. Livermore holds a B.A. degree in economics from the University of North Carolina, Chapel Hill and an M.B.A. degree from Stanford University.
Harish Manwani	Singapore	**Function**: Director, Board of Directors; Member, Compensation Committee. **Professional Background**: Harish Manwani has served as a director of QUALCOMM Incorporated since May 2014. Mr. Manwani was the Chief Operating Officer for Unilever PLC, a leading global consumer products company, from September 2011 to December 2014. He served as Unilever's President, Asia, Africa, Middle East and Turkey, which was later extended to include Central and Eastern Europe, from April 2005 to August 2011. He served as Unilever's President, Home & Personal Care, North America from March 2004 to March 2005. He served as Unilever's President, Home & Personal Care, Latin America and as the Chairman of Unilever's Latin America Advisory Council from April 2001 to February 2004. He served as Unilever's Senior Vice President, Global Hair and Oral Care from June 2000 to March 2001. He served as a Director on the board of Hindustan Unilever Limited from August 1995 to April 2000, a company he joined as a management trainee in 1976, and subsequently held various general management positions of increasing responsibilities within Unilever globally. Mr. Manwani has been a director of Whirlpool Corporation since August 2011 and Pearson plc since October 2013, and has been the Non-Executive Chairman of Hindustan Unilever Limited since July 2005. He has also been a Global Executive Advisor to the Blackstone Private Equity Group since February 2015 and a director of the Economic Development Board (Singapore) since February 2013 and of the Indian School of Business since April 2006. Mr. Manwani previously served as a director of ING Group from April 2008 to April 2010, the Citigroup India Advisory Board from November 2010 to February 2013 and the Human Capital Leadership Institute from October 2012 to February 2014. Mr. Manwani holds a B.Sc. honors degree in statistics and an M.M.S. degree in

Name	Citizenship	Present Principal Occupation or Employment
		management studies, both from Mumbai University in India. He has also attended the Advanced Management Program at Harvard Business School.
Mark D. McLaughlin	United States	**Function**: Director, Board of Directors; Member, Compensation Committee. **Professional Background**: Mark D. McLaughlin has served as a director of QUALCOMM Incorporated since July 2015. Mr. McLaughlin is Chairman of the Board and Chief Executive Officer of Palo Alto Networks, Inc., a network security company. He joined Palo Alto Networks as President and Chief Executive Officer, and as a director, in August 2011 and became Chairman of the Board in April 2012. Mr. McLaughlin served as President and Chief Executive Officer and as a director of VeriSign, Inc., a provider of Internet infrastructure services, from August 2009 through July 2011 and as President and Chief Operating Officer from January 2009 to August 2009. Mr. McLaughlin served in several roles at VeriSign, including as Executive Vice President, Products and Marketing, from February 2000 through November 2007. Prior to joining VeriSign, Mr. McLaughlin was Vice President, Sales and Business Development at Signio Inc., an internet payments company acquired by VeriSign in February 2000. President Barack Obama appointed Mr. McLaughlin to serve on the National Security Telecommunications Advisory Committee (NSTAC) in January 2011 and to the position of Chairman of the NSTAC in 2014. Mr. McLaughlin served as a director of Opower, Inc. from October 2013 to June 2016. Mr. McLaughlin holds a B.S. degree from the U.S. Military Academy at West Point and a J.D. from Seattle University School of Law.
Clark T. Randt, Jr.	United States	**Function**: Director, Board of Directors; Member, Governance Committee. **Professional Background**: Clark T. Randt, Jr. has served as a director of QUALCOMM Incorporated since October 2013. Mr. Randt has been President of Randt & Co. LLC, a company that advises firms with interests in China, since February 2009. He is a former U.S. ambassador to the People's Republic of China, where he served from July 2001 to January 2009. He was a partner resident in the Hong Kong office of Shearman & Sterling, a major international law firm, where he headed the firm's China practice, from January 1994 to June 2001. Ambassador Randt served as First Secretary and Commercial Attaché at the U.S. Embassy in Beijing from August 1982 to October 1984. He was the China representative of the National Council for United States-China Trade in 1974 and he served in the U.S. Air Force Security Service from August 1968 to March 1972. Ambassador Randt is a member of the New York Bar Association and the Council on Foreign Relations. He is also a former governor and first vice president of the American Chamber of Commerce in Hong Kong. Ambassador Randt has been a director of Valmont Industries, Inc. since February 2009, a director of the United Parcel Service, Inc. since August 2010 and a director of Wynn Resorts Ltd. since October 2015, and he serves on the Advisory Board of the Duke Kunshan University. He is fluent in Mandarin Chinese. Ambassador Randt graduated from Yale University with a B.A. degree in English literature and received a J.D. degree from the University of Michigan. He also attended Harvard Law School where he was awarded the East Asia Legal Studies Traveling Fellowship to China.
Dr. Francisco Ros	Spain	**Function**: Director, Board of Directors; Member, Governance Committee. **Professional Background**: Dr. Francisco Ros has served as a director of QUALCOMM Incorporated since December 2010. Dr. Ros is President of First

Name	Citizenship	Present Principal Occupation or Employment
		International Partners, S.L., a business consulting firm he founded in 2002. He was Secretary of State (vice minister) of the Government of Spain from May 2004 to July 2010. He served as a senior director of business development of Qualcomm from July 2003 to April 2004. He was Chairman and CEO of Alua Broadband Optical Access, a company he co-founded, from January 2000 to June 2002. Dr. Ros served as President and CEO of Unisource (a joint venture among KPN, Telia, Swisscom and Telefónica) from May 1996 to October 1998. Dr. Ros headed several business areas within the Telefónica Group from April 1983 to November 1996 and became Managing Director of the holding company and a member of its Executive Management Board. Dr. Ros has been a director and Non-Executive Chairman of Asurion Europe Limited in Spain since April 2014. He was a director of Elephant Talk Communications Corp. from September 2014 to February 2016, and Proteccion On-Line S.L. from October 2012 to June 2013. In 2011, he was the recipient of the Great Cross of the Order of Civil Merit and the Great Plate of Telecommunications and the Information Society, both granted by the Government of Spain. Dr. Ros holds an engineering and a Ph.D. degree in telecommunications from the Universidad Politecnica de Madrid, an M.S. degree in electrical engineering and a Ph.D. degree in electrical engineering and computer science from the Massachusetts Institute of Technology, and an advanced management degree from the Instituto de Estudios Superiores de la Empresa Business School in Madrid.
Anthony J. “Tony” Vinciquerra	United States	**Function**: Director, Board of Directors; Member, Audit Committee. **Professional Background**: Anthony J. “Tony” Vinciquerra, has served as a director of QUALCOMM Incorporated since July 2015. Mr. Vinciquerra is Senior Advisor to Texas Pacific Group (TPG) in the Technology, Media and Telecom sectors, where he advises TPG on acquisitions and operations. He has been Senior Advisor of TPG since September 2011. Mr. Vinciquerra was Chairman of Fox Networks Group, the largest and most profitable operating unit of News Corporation, from September 2008 to February 2011 and President and Chief Executive Officer from June 2002 to February 2011. Earlier in his career, he held various management positions in the broadcasting and media industry. Mr. Vinciquerra has been a director of Pandora Media, Inc. since March 2016. He previously served as a director of DirecTV from September 2013 to July 2015, Motorola Mobility Holdings, Inc. from January 2011 to May 2012, and Motorola, Inc. from July 2007 to January 2011. Mr. Vinciquerra holds a B.A. degree in marketing from the State University of New York.

Purchaser. The following table sets forth the name, business address and telephone number, citizenship, present principal occupation, employment and academic history, material occupations, positions, offices or employment for at least the past five years of each of the individual managing directors of Purchaser. The current business address of Mr. Denekamp is c/o Intertrust (Netherlands) B.V., Prins Bernhardplein 200, 1097 JB Amsterdam, The Netherlands, and the current business phone number is +31 20 571 1217. The current business address of Mr. Schwenker is 5775 Morehouse Drive, San Diego, California 92121, and the current business telephone number is (858) 587-1121.

Name	Citizenship	Present Principal Occupation or Employment
Edwin Denekamp	The Netherlands	**Function**: Managing Director A **Professional Background**: Mr. Denekamp is Business Unit Manager Finance at Intertrust (Netherlands) B.V., and in that capacity is a personal director of several companies. Edwin joined ATC in 2002. In August 2013 ATC merged with

Name	Citizenship	Present Principal Occupation or Employment
		Intertrust. Prior to that, he worked for seven years as a Financial Manager for another well-established corporate service provider. Mr. Denekamp has a degree in Business Administration from the Institute for Business Administration and Economics (HEAO).
Adam Schwenker	United States	**Function**: Managing Director B **Professional Background**: Mr. Schwenker is Vice President and Legal Counsel and Assistant Secretary of QUALCOMM Incorporated. He has served in various legal roles at Qualcomm since August 2006. Prior to joining Qualcomm, Mr. Schwenker was an attorney at the law firm of Gray, Cary, Ware & Friedenrich (now DLA Piper). Mr. Schwenker holds a B.A. degree in Political Science from the University of California, Los Angeles and a J.D. degree from the University of California, Berkeley — School of Law.

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The Letter of Transmittal and any other required documents should be sent or delivered by each shareholder or its, his or her broker, dealer, commercial bank, trust company or other nominee to the Depositary at one of its addresses set forth below:

The Depositary for the Offer is:

If delivering by mail:
American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
P.O. Box 2042
New York, New York 10272-2042

If delivering by hand or courier:
American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

Questions and requests for assistance may be directed to the Information Agent at its address and telephone numbers set forth below. Requests for copies of the Offer to Purchase, the related Letter of Transmittal, and the Notice of Guaranteed Delivery may be directed to the Information Agent. Such copies will be furnished promptly at Purchaser's expense. Shareholders may also contact brokers, dealers, commercial banks or trust companies for assistance concerning the Offer. Purchaser will not pay any fees or commissions to any broker or dealer or any other person (other than the Information Agent or the Depositary) for soliciting tenders of Shares pursuant to the Offer.

The Information Agent for the Offer is:

Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, New York 10022
Shareholders may call toll free: (888) 750-5834
Banks and brokers may call collect: (212) 750-5833

LETTER OF TRANSMITTAL

To Tender Common Shares of

NXP SEMICONDUCTORS N.V.

at
$110.00 per share
by

QUALCOMM RIVER HOLDINGS B.V.
an indirect, wholly owned subsidiary of
QUALCOMM INCORPORATED

The undersigned represents that I (we) have full authority to surrender without restriction the certificate(s) listed below. You are hereby authorized and instructed to deliver to the address indicated below (unless otherwise instructed in the boxes in the following page) a check representing a cash payment for common shares, par value €0.20 per share, of NXP Semiconductors N.V. ("NXP") (collectively, the "Shares") tendered pursuant to this Letter of Transmittal, at a purchase price of $110.00 per Share, less any applicable withholding taxes and without interest, to the holders thereof, payable in cash (the "Offer Consideration"), upon the terms and subject to the conditions set forth in the Offer to Purchase dated November 18, 2016 (as it may be amended or supplemented from time to time, the "Offer to Purchase" and, together with this Letter of Transmittal, as it may be amended or supplemented from time to time, the "Offer").

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON FEBRUARY 6, 2017, UNLESS THE OFFER IS EXTENDED (SUCH DATE AND TIME, AS IT MAY BE EXTENDED, THE "EXPIRATION TIME") OR EARLIER TERMINATED.

Method of delivery of the certificate(s) is at the option and risk of the owner thereof. *See Instruction 2.*

Mail or deliver this Letter of Transmittal, together with the certificate(s) representing your shares, to:

If delivering by mail, hand, express mail, courier, or other expedited service:
American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219
Fax# (718) 234-5001

Pursuant to the offer of Qualcomm River Holdings B.V. to purchase all outstanding Shares, the undersigned encloses herewith and surrenders the following certificate(s) representing Shares:

DESCRIPTION OF SHARES SURRENDERED				
Name(s) and Address(es) of Registered Owner(s) (If blank, please fill in exactly as name(s) appear(s) on share certificate(s))	**Shares Surrendered (attached additional list if necessary)**			
	Certificated Shares**			
	Certificate Number(s)*	**Total Number of Shares Represented by Certificate(s)***	**Number of Shares Surrendered****	**Book-Entry Shares Surrendered**
	Total Shares			

* Need not be completed by book-entry shareholders.
** Unless otherwise indicated, it will be assumed that all shares of common stock represented by certificates described above are being surrendered hereby.

PLEASE READ THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL CAREFULLY BEFORE COMPLETING THIS LETTER OF TRANSMITTAL.

THE TENDER OFFER IS NOT BEING MADE TO (NOR WILL TENDER OF SHARES BE ACCEPTED FROM OR ON BEHALF OF) SHAREHOLDERS IN ANY JURISDICTION WHERE IT WOULD BE ILLEGAL TO DO SO.

IF YOU WOULD LIKE ADDITIONAL COPIES OF THIS LETTER OF TRANSMITTAL OR ANY OF THE OTHER OFFERING DOCUMENTS, YOU SHOULD CONTACT THE INFORMATION AGENT, INNISFREE M&A INCORPORATED, AT TOLL FREE AT (888) 750-5834 (FOR SHAREHOLDERS) OR COLLECT AT (212) 750-5833 (FOR BANKS AND BROKERS).

You have received this Letter of Transmittal in connection with the offer of Qualcomm River Holdings B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of The Netherlands ("Purchaser") and an indirect, wholly owned subsidiary of QUALCOMM Incorporated, a Delaware corporation ("Parent"), to purchase all outstanding common shares, par value €0.20 per share (the "Shares"), of NXP Semiconductors N.V., a public limited liability company (*naamloze vennootschap*) organized under the laws of The Netherlands ("NXP"), at a purchase price of $110.00 per Share, less any applicable withholding taxes and without interest, to the holders thereof, payable in cash (the "Offer Consideration"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated November 18, 2016 (as it may be amended or supplemented from time to time, the "Offer to Purchase" and, together with this Letter of Transmittal, as it may be amended or supplemented from time to time, the "Offer").

You should use this Letter of Transmittal to deliver to American Stock Transfer & Trust Company (the "Depositary") Shares represented by stock certificates, or held in book-entry form on the books of NXP, for tender. If you are delivering your Shares by book-entry transfer to an account maintained by the Depositary at The Depository Trust Company ("DTC"), you must use an Agent's Message (as defined in Instruction 2 below). In this Letter of Transmittal, shareholders who deliver certificates representing their Shares are referred to as "Certificate Shareholders," and shareholders who deliver their Shares through book-entry transfer are referred to as "Book-Entry Shareholders."

If certificates for your Shares are not immediately available or you cannot deliver your certificates and all other required documents to the Depositary prior to the Expiration Time or you cannot complete the book-entry transfer procedures prior to the Expiration Time, you may nevertheless tender your Shares according to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase. See Instruction 2 below. **Delivery of documents to DTC will not constitute delivery to the Depositary.**

☐ **CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE ACCOUNT MAINTAINED BY THE DEPOSITARY WITH DTC AND COMPLETE THE FOLLOWING (ONLY FINANCIAL INSTITUTIONS THAT ARE PARTICIPANTS IN DTC MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER):**

Name of Tendering Institution: _____

DTC Participant Number: _____

Transaction Code Number: _____

☐ **CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING (PLEASE ENCLOSE A PHOTOCOPY OF SUCH NOTICE OF GUARANTEED DELIVERY):**

Name(s) of Registered Owner(s): _____

Window Ticket Number (if any) or DTC Participant Number: _____

Date of Execution of Notice of Guaranteed Delivery: _____

Name of Institution which Guaranteed Delivery: _____

NOTE: SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

☐ **CHECK HERE IF THE TENDERED SHARES ARE DIRECTLY REGISTERED IN YOUR OWN NAME IN NXP'S SHAREHOLDER REGISTER.**

SUBJECT TO, AND UPON, ACCEPTANCE FOR PAYMENT OF THE SHARES VALIDLY TENDERED HEREWITH AND NOT PROPERLY WITHDRAWN PRIOR TO THE EXPIRATION TIME IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OFFER, THE COMPLETION AND SIGNING OF THIS LETTER OF TRANSMITTAL WILL (IN ACCORDANCE WITH DUTCH LAW AND NXP'S ARTICLES OF ASSOCIATION) (A) CONSTITUTE THE TRANSFER OF THE SHARES TO PURCHASER AND (B) NXP'S ACKNOWLEDGEMENT OF THE TRANSFER OF SHARES.

Share Number(s) reflected in NXP's shareholders' register: _____

(Please contact the Depositary (using the contact information on the last page of this Letter of Transmittal) if your shares are directly registered in your own name in NXP's shareholders' register and you do not have the numbers reflected in that register readily available).

Ladies and Gentlemen:

The undersigned hereby tenders to Purchaser the above-described Shares pursuant to Purchaser's offer to purchase all of the outstanding Shares at a purchase price of $110.00 per Share, less any applicable withholding taxes and without interest, to the holders thereof, payable in cash (the "Offer Consideration"), on the terms and subject to the conditions set forth in the Offer to Purchase, receipt of which is hereby acknowledged, and this Letter of Transmittal. The undersigned understands that Purchaser reserves the right to transfer or assign, from time to time, in whole or in part, to one or more of its affiliates, the right to purchase the Shares tendered herewith.

On the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), subject to, and effective upon, acceptance for payment and payment for the Shares validly tendered herewith, and not properly withdrawn, prior to the Expiration Time (unless the tender is made during a Subsequent Offering Period (as defined in the Offer to Purchase), in which case the Shares, the Letter of Transmittal and other documents must be accepted for payment and payment validly tendered prior to the expiration of the Subsequent Offering Period) in accordance with the terms of the Offer, the undersigned hereby sells, assigns and transfers to, or upon the order of, Purchaser, all right, title and interest in and to all of the Shares being tendered hereby and any and all cash dividends, distributions, rights, other Shares or other securities issued or issuable in respect of such Shares on or after the date hereof (collectively, "Distributions"). In addition, the undersigned hereby irrevocably appoints American Stock Transfer & Trust Company, LLC (the "Depositary") the true and lawful agent and attorney-in-fact and proxy of the undersigned with respect to such Shares and any Distributions with full power of substitution (such proxies and power of attorney being deemed to be an irrevocable power coupled with an interest in the tendered shares) to the fullest extent of such shareholder's rights with respect to such Shares and any Distributions (a) to deliver certificates representing Shares (the "Share Certificates") and any Distributions, or transfer of ownership of such Shares and any Distributions on the account books maintained by DTC, together, in either such case, with all accompanying evidence of transfer and authenticity, to or upon the order of Purchaser, (b) to present such Shares and any Distributions for transfer on the books of NXP, and (c) to receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares and any Distributions, all in accordance with the terms and subject to the conditions of the Offer.

The undersigned hereby irrevocably appoints each of the designees of Purchaser the attorneys-in-fact and proxies of the undersigned, each with full power of substitution, to the fullest extent of such shareholder's rights with respect to the Shares tendered hereby which have been accepted for payment and with respect to any Distributions. The designees of Purchaser will, with respect to the Shares and any associated Distributions for which the appointment is effective, be empowered to exercise all voting and any other rights of such shareholder, as they, in their sole discretion, may deem proper at any annual, extraordinary, adjourned or postponed general meeting of NXP's shareholders. This proxy and power of attorney shall be irrevocable and coupled with an interest in the tendered Shares. Such appointment is effective when, and only to the extent that, Purchaser accepts the Shares tendered with this Letter of Transmittal for payment pursuant to the Offer. Upon the effectiveness of such appointment, without further action, all prior powers of attorney, proxies and consents given by the undersigned with respect to such Shares and any associated Distributions will be revoked and no subsequent powers of attorney, proxies, consents or revocations may be given (and, if given, will not be deemed effective). Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon Purchaser's acceptance for payment of such Shares, Purchaser must be able to exercise full voting, consent and other rights, to the extent permitted under applicable law, with respect to such Shares and any associated Distributions, including voting at any meeting of shareholders or executing a written consent concerning any matter.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares and any Distributions tendered hereby and, when the same are accepted for payment by Purchaser, Purchaser will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and the same will not be subject to any adverse claim. The undersigned hereby represents and warrants that the undersigned is the registered owner of the Shares, or the

Share Certificate(s) have been endorsed to the undersigned in blank, or the undersigned is a participant in DTC whose name appears on a security position listing as the owner of the Shares. The undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary or Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares and any Distributions tendered hereby. In addition, the undersigned shall promptly remit and transfer to the Depositary for the account of Purchaser any and all Distributions in respect of the Shares tendered hereby, accompanied by appropriate documentation of transfer and, pending such remittance or appropriate assurance thereof, Purchaser shall be entitled to all rights and privileges as owner of any such Distributions and may withhold the entire purchase price or deduct from the purchase price the amount or value thereof, as determined by Purchaser in its sole discretion.

It is understood that the undersigned will not receive payment for the Shares unless and until the Shares are accepted for payment and until the Share Certificate(s) owned by the undersigned are received by the Depositary at the address set forth above, together with such additional documents as the Depositary may require, or, in the case of Shares held in book-entry form, ownership of Shares is validly transferred on the account books maintained by DTC, and until the same are processed for payment by the Depositary.

IT IS UNDERSTOOD THAT THE METHOD OF DELIVERY OF THE SHARES, THE SHARE CERTIFICATE(S) AND ALL OTHER REQUIRED DOCUMENTS (INCLUDING DELIVERY THROUGH DTC) IS AT THE OPTION AND RISK OF THE UNDERSIGNED AND THAT THE RISK OF LOSS OF SUCH SHARES, SHARE CERTIFICATE(S) AND OTHER DOCUMENTS SHALL PASS ONLY AFTER THE DEPOSITARY HAS ACTUALLY RECEIVED THE SHARES OR SHARE CERTIFICATE(S) (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION (AS DEFINED BELOW)). IF DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY PRIOR TO THE EXPIRATION TIME.

All authority conferred or agreed to be conferred pursuant to this Letter of Transmittal shall not be affected by, and shall survive, the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal representatives, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned understands that the acceptance for payment by Purchaser of Shares tendered pursuant to one of the procedures described in Section 3 of the Offer to Purchase and in the instructions hereto will constitute a binding agreement between the undersigned and Purchaser upon the terms and subject to the conditions of the Offer.

Unless otherwise indicated herein under “Special Payment Instructions,” please issue the check for the purchase price in the name(s) of, and/or return any Share Certificates representing Shares not tendered or accepted for payment to, the registered owner(s) appearing under “Description of Shares Tendered.” Similarly, unless otherwise indicated under “Special Delivery Instructions,” please mail the check for the purchase price and/or return any Share Certificates representing Shares not tendered or accepted for payment (and accompanying documents, as appropriate) to the address(es) of the registered owner(s) appearing under “Description of Shares Tendered.” In the event that both the Special Delivery Instructions and the Special Payment Instructions are completed, please issue the check for the purchase price and/or issue any Share Certificates representing Shares not tendered or accepted for payment (and any accompanying documents, as appropriate) in the name of, and deliver such check and/or return such Share Certificates (and any accompanying documents, as appropriate) to, the person or persons so indicated. Unless otherwise indicated herein in the box titled “Special Payment Instructions,” please credit any Shares tendered hereby or by an Agent’s Message and delivered by book-entry transfer, but which are not purchased, by crediting the account at DTC designated above. The undersigned recognizes that Purchaser has no obligation pursuant to the Special Payment Instructions to transfer any Shares from the name of the registered owner thereof if Purchaser does not accept for payment any of the Shares so tendered.

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 4, 5 and 7)

To be completed ONLY if Share Certificate(s) not tendered or not accepted for payment and/or the check for the purchase price in consideration of Shares accepted for payment are to be issued in the name of someone other than the undersigned or if Shares tendered by book-entry transfer which are not accepted for payment are to be returned by credit to an account maintained at DTC other than that designated above.

Issue: ☐ Check and/or ☐ Share Certificates to:

Name:

(Please Print)

Address: _____

_____

_____

(Include Zip Code)

_____

(Tax Identification or Social Security Number)

☐ **Credit Shares tendered by book-entry transfer that are not accepted for payment to the DTC account set forth below.**

_____

(DTC Account Number)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 4, 5 and 7)

To be completed ONLY if Share Certificate(s) not tendered or not accepted for payment and/or the check for the purchase price of Shares accepted for payment are to be sent to someone other than the undersigned or to the undersigned at an address other than that shown in the box titled "Description of Shares Tendered" above.

Deliver: ☐ Check(s) and/or ☐ Share Certificates to:

Name: _____

(Please Print)

Address: _____

_____

_____

(Include Zip Code)

IMPORTANT—SIGN HERE
(U.S. Holders Please Also Complete the Enclosed Internal Revenue Service Form W-9)
(Non-U.S. Holders Please Obtain and Complete Internal Revenue Service Form W-8BEN or Other Applicable Internal Revenue Service Form W-8)

_____

(Signature(s) of Shareholder(s))

Dated: _____, [●]

(Must be signed by registered owner(s) exactly as name(s) appear(s) on Share Certificate(s) or on a security position listing or by person(s) authorized to become registered owner(s) by certificates and documents transmitted herewith. If signature is by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5. For information concerning signature guarantees, see Instruction 1.)

Name(s): _____

(Please Print)

Capacity (full title): _____

Address: _____

_____

(Include Zip Code)

Area Code and Telephone Number: _____

Tax Identification or
Social Security No.: _____

GUARANTEE OF SIGNATURE(S)
(For use by Eligible Institutions only;
see Instructions 1 and 5)

Name of Firm: _____

_____

(Include Zip Code)

Authorized Signature: _____

Name: _____

_____

(Please Type or Print)

Area Code and Telephone Number: _____

Dated: _____, [●]

_____

Place medallion guarantee in space below:

INSTRUCTIONS
Forming Part of the Terms and Conditions of the Offer

1. **Guarantee of Signatures.** Except as otherwise provided below, all signatures on this Letter of Transmittal must be guaranteed by a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association, Inc., including the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchanges Medallion Program (each, an "Eligible Institution"). Signatures on this Letter of Transmittal need not be guaranteed (a) if this Letter of Transmittal is signed by the registered owner(s) (which term, for purposes of this document, includes any participant in any of DTC's systems whose name appears on a security position listing as the owner of the Shares) of Shares tendered herewith and such registered owner has not completed the box titled "Special Payment Instructions" or the box titled "Special Delivery Instructions" on this Letter of Transmittal or (b) if such Shares are tendered for the account of an Eligible Institution. See Instruction 5.

2. **Delivery of Letter of Transmittal and Certificates or Book-Entry Confirmations.** This Letter of Transmittal is to be completed by shareholders if Share Certificates are to be forwarded herewith. If tenders are to be made pursuant to the procedures for tender by book-entry transfer set forth in Section 3 of the Offer to Purchase, an Agent's Message must be utilized. A manually executed facsimile of this document may be used in lieu of the original. Share Certificates representing all physically tendered Shares, or confirmation of any book-entry transfer into the Depositary's account at DTC of Shares tendered by book-entry transfer ("Book-Entry Confirmation"), as well as this Letter of Transmittal properly completed and duly executed with any required signature guarantees, or an Agent's Message in the case of a book-entry transfer, and any other documents required by this Letter of Transmittal, must be received by the Depositary at its address set forth herein prior to the Expiration Time (unless the tender is made during a Subsequent Offering Period in which case the Shares, the Letter of Transmittal and other documents must be received prior to the expiration of the Subsequent Offering Period) (as defined in the Introduction of the Offer to Purchase). Please do not send your Share Certificates directly to Purchaser, Parent, or NXP.

Shareholders whose Share Certificates are not immediately available or who cannot deliver all other required documents to the Depositary prior to the Expiration Time or who cannot complete the procedures for book-entry transfer prior to the Expiration Time may nevertheless tender their Shares by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure: (a) such tender must be made by or through an Eligible Institution, (b) a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided by Purchaser must be received by the Depositary prior to the Expiration Time (or prior to the expiration of the Subsequent Offering Period, as applicable), and (c) Share Certificates representing all tendered Shares, in proper form for transfer (or a Book-Entry Confirmation with respect to such Shares), this Letter of Transmittal (or facsimile thereof), properly completed and duly executed with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message), and all other documents required by this Letter of Transmittal, if any, must be received by the Depositary within three NASDAQ Global Select Market trading days after the date of execution of such Notice of Guaranteed Delivery.

A properly completed and duly executed Letter of Transmittal (or facsimile thereof) must accompany each such delivery of Share Certificates to the Depositary.

The term "Agent's Message" means a message, transmitted through electronic means by DTC to, and received by, the Depositary and forming part of a Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the participant in DTC tendering the Shares which are the subject of such Book-Entry Confirmation that such participant has received and agrees to be bound by the terms of this Letter of Transmittal and that Purchaser may enforce such agreement against the participant. The term "Agent's Message" also includes any hard copy printout evidencing such message generated by a computer terminal maintained at the Depositary's office. For Shares to be validly tendered during any Subsequent Offering Period, the tendering shareholder must comply with the foregoing procedures, except that the required documents and certificates must

be received before the expiration of the Subsequent Offering Period and no guaranteed delivery procedure will be available during a Subsequent Offering Period.

THE METHOD OF DELIVERY OF THE SHARES, THIS LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH DTC, IS AT THE ELECTION AND RISK OF THE TENDERING SHAREHOLDER. DELIVERY OF ALL SUCH DOCUMENTS WILL BE DEEMED MADE AND RISK OF LOSS OF THE SHARE CERTIFICATES SHALL PASS ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IF SUCH DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY PRIOR TO THE EXPIRATION TIME.

No alternative, conditional or contingent tenders will be accepted and no fractional Shares will be purchased. All tendering shareholders, by execution of this Letter of Transmittal (or facsimile thereof), waive any right to receive any notice of the acceptance of their Shares for payment.

All questions as to validity, form and eligibility (including time of receipt) of the surrender of any Share Certificate hereunder, including questions as to the proper completion or execution of any Letter of Transmittal, Notice of Guaranteed Delivery or other required documents and as to the proper form for transfer of any certificate of Shares, will be determined by Purchaser in its sole and absolute discretion (which may delegate power in whole or in part to the Depositary) which determination will be final and binding. Purchaser reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance for payment of or payment for which may be unlawful. Purchaser also reserves the absolute right to waive any defect or irregularity in the surrender of any Shares or Share Certificate(s) whether or not similar defects or irregularities are waived in the case of any other shareholder. A surrender will not be deemed to have been validly made until all defects and irregularities have been cured or waived. Purchaser and the Depositary shall make reasonable efforts to notify any person of any defect in any Letter of Transmittal submitted to the Depositary.

3. **Inadequate Space.** If the space provided herein is inadequate, the certificate numbers and/or the number of Shares should be listed on a separate schedule attached hereto and separately signed on each page thereof in the same manner as this Letter of Transmittal is signed.

4. **Partial Tenders (Applicable to Certificate Shareholders Only).** If fewer than all the Shares evidenced by any Share Certificate delivered to the Depositary are to be tendered, fill in the number of Shares which are to be tendered in the column titled "Number of Shares Tendered" in the box titled "Description of Shares Tendered." In such cases, new certificate(s) for the remainder of the Shares that were evidenced by the old certificate(s) but not tendered will be sent to the registered owner, unless otherwise provided in the appropriate box on this Letter of Transmittal, as soon as practicable after the Expiration Time. All Shares represented by Share Certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. **Signatures on Letter of Transmittal; Stock Powers and Endorsements.** If this Letter of Transmittal is signed by the registered owner(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Share Certificate(s) without alteration or any other change whatsoever.

If any Shares tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any tendered Shares are registered in the names of different holder(s), it will be necessary to complete, sign and submit as many separate Letters of Transmittal (or facsimiles thereof) as there are different registrations of such Shares.

If this Letter of Transmittal or any certificates or stock powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to Purchaser of their authority so to act must be submitted.

If this Letter of Transmittal is signed by the registered owner(s) of the Shares listed and transmitted hereby, no endorsements of Share Certificates or separate stock powers are required unless payment is to be made to, or Share Certificates representing Shares not tendered or accepted for payment are to be issued in the name of, a person other than the registered owner(s), in which case the Share Certificates representing the Shares tendered by this Letter of Transmittal must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered owner(s) or holder(s) appear(s) on the Share Certificates. Signatures on such Share Certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered owner(s) of the Share(s) listed, the Share Certificate(s) must be endorsed or accompanied by the appropriate stock powers, in either case, signed exactly as the name or names of the registered owner(s) or holder(s) appear(s) on the Share Certificate(s). Signatures on such Share Certificates or stock powers must be guaranteed by an Eligible Institution.

6. **Transfer Taxes.** Purchaser will pay any transfer taxes with respect to the transfer and sale of Shares to it or to its order pursuant to the Offer (for the avoidance of doubt, transfer taxes do not include United States federal income or backup withholding taxes). If, however, payment of the purchase price is to be made to, or (in the circumstances permitted hereby) if Share Certificates not tendered or accepted for payment are to be registered in the name of, any person other than the registered owner(s), or if tendered Share Certificates are registered in the name of any person other than the person signing this Letter of Transmittal, the amount of any transfer taxes (whether imposed on the registered owner(s) or such person) payable on account of the transfer to such person will be deducted from the purchase price unless satisfactory evidence of the payment of such taxes, or exemption therefrom, is submitted.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the Share Certificates listed in this Letter of Transmittal.

7. **Special Payment and Delivery Instructions.** If a check for the purchase price is to be issued, and/or Share Certificates representing Shares not tendered or accepted for payment are to be issued or returned to, a person other than the signer(s) of this Letter of Transmittal or to an address other than that shown in the box titled "Description of Shares Tendered" above, the appropriate boxes on this Letter of Transmittal should be completed. Shareholders delivering Shares tendered hereby or by Agent's Message by book-entry transfer may request that Shares not purchased be credited to an account maintained at DTC as such shareholder may designate in the box titled "Special Payment Instructions" herein. If no such instructions are given, all such Shares not purchased will be returned by crediting the same account at DTC as the account from which such Shares were delivered.

8. **Requests for Assistance or Additional Copies.** Questions or requests for assistance may be directed to the Information Agent at the address and telephone number set forth below or to your broker, dealer, commercial bank or trust company. Additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery and other tender offer materials may be obtained from the Information Agent as set forth below, and will be furnished at Purchaser's expense.

9. **Backup Withholding.** In order to avoid U.S. federal backup withholding (currently at a rate of 28 percent) on payments of the purchase price with respect to Shares tendered pursuant to the Offer, each tendering shareholder that is a "U.S. Person" (as defined in Section 7701(a)(30) of the U.S. Internal Revenue Code of 1986, as amended), must provide the Depositary with a properly completed Internal Revenue Service ("IRS") Form W-9 furnishing such shareholder's correct taxpayer identification number ("TIN") and certifying, under penalties of perjury, that such number is correct, such shareholder is not subject to U.S. federal backup withholding and such shareholder is a U.S. Person, or by otherwise establishing a basis for exemption. If a

tendering shareholder that is a U.S. Person does not have a TIN, such shareholder should consult the instructions to IRS Form W-9 for information on applying for a TIN and apply for a TIN immediately. If a tendering shareholder that is a U.S. Person does not provide its TIN to the Depositary by the time of payment, U.S. federal backup withholding may apply. Certain shareholders (including, among others, certain corporations, non-resident non-U.S. individuals and non-U.S. entities) may not be subject to the U.S. federal backup withholding and reporting requirements.

In order for a tendering shareholder that is not a U.S. Person to avoid U.S. federal backup withholding on payments of the purchase price with respect to Shares tendered pursuant to the Offer, each such tendering shareholder must provide the Depositary with a properly completed copy of the appropriate IRS Form W-8, certifying, under penalties of perjury, that such shareholder is not a U.S. Person and is the beneficial owner of payments received pursuant to the Offer. The applicable IRS Form W-8 may be obtained from the Depositary or downloaded from the IRS's website at the following address: http://www.irs.gov.

Failure to provide the Depositary with a properly completed IRS Form W-9 or appropriate IRS Form W-8 will not, by itself, cause Shares to be deemed invalidly tendered, but may require the Depositary to withhold on payments of the purchase price with respect to Shares tendered pursuant to the Offer. Please consult your tax advisor or the Depositary for further guidance regarding the completion of IRS Form W-9 or the appropriate IRS Form W-8 to claim exemption from U.S. federal backup withholding.

NOTE: FAILURE TO COMPLETE AND RETURN THE IRS FORM W-9 OR THE APPROPRIATE IRS FORM W-8 MAY RESULT IN U.S. FEDERAL BACKUP WITHHOLDING OF A PORTION OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE "IMPORTANT TAX INFORMATION" SECTION BELOW.

10. **Lost, Destroyed, Mutilated or Stolen Share Certificates.** If any Share Certificate has been lost, destroyed, mutilated or stolen, the shareholder should promptly notify NXP's stock transfer agent, American Stock Transfer & Trust Company, LLC at (800) 937-5449. The shareholder will then be instructed as to the steps that must be taken in order to replace the Share Certificate. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, mutilated, destroyed or stolen Share Certificates have been followed.

11. **Waiver of Conditions.** Subject to the terms and conditions of the Purchase Agreement and the applicable rules and regulations of the Securities and Exchange Commission, the conditions of the Offer may be waived by Purchaser in whole or in part at any time and from time to time in its sole discretion.

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR A MANUALLY EXECUTED FACSIMILE COPY THEREOF) OR AN AGENT'S MESSAGE, TOGETHER WITH SHARE CERTIFICATE(S) OR BOOK-ENTRY CONFIRMATION OR A PROPERLY COMPLETED AND DULY EXECUTED NOTICE OF GUARANTEED DELIVERY AND ALL OTHER REQUIRED DOCUMENTS, MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO THE EXPIRATION TIME.

IMPORTANT TAX INFORMATION

Under U.S. federal income tax laws, to prevent U.S. federal backup withholding on payments of the purchase price with respect to Shares tendered pursuant to the Offer to a tendering shareholder that is a U.S. Person, such shareholder is generally required to provide the Depositary (as payor) with its correct TIN by completing the attached IRS Form W-9 and certifying, under penalties of perjury, that the TIN provided on IRS Form W-9 is correct (or that such shareholder is awaiting a TIN), such shareholder is not subject to U.S. federal backup withholding and such shareholder is a U.S. Person, or otherwise establish a basis for exemption. A TIN is generally an individual shareholder's social security number or a non-individual shareholder's employer identification number. If the Depositary is not provided with the correct TIN, a penalty may be imposed by the IRS and payments made with respect to Shares purchased pursuant to the Offer may be subject to U.S. federal

backup withholding. Failure to comply truthfully with the U.S. federal backup withholding requirements may also result in the imposition of criminal and/or civil fines and penalties. If a tendering shareholder that is a U.S. Person has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future, such shareholder should write "Applied For" in Part I of the IRS Form W-9. Notwithstanding that "Applied For" is written in Part I of the IRS Form W-9, the Depositary will withhold 28 percent of all payments of the purchase price with respect to Shares tendered pursuant to the Offer to such shareholder until a TIN is provided to the Depositary. Under certain circumstances, a shareholder's IRS Form W-9, including its TIN, may be transferred from the Depositary to Purchaser's paying agent.

Certain shareholders (including certain corporations, non-resident non-U.S. individuals and non-U.S. entities) may not be subject to the U.S. federal backup withholding requirements. An exempt shareholder that is a U.S. Person should provide the Depositary with a properly completed IRS Form W-9 that furnishes such shareholder's correct TIN and any applicable "exempt payee codes" in the "Exemptions" box of the IRS Form W-9. A shareholder (whether an individual or an entity) that is not a U.S. Person may qualify as an exempt recipient by submitting to the Depositary a properly completed IRS Form W-8BEN, IRS Form W-8BEN-E or IRS Form W-8ECI (or other applicable IRS Form W-8) certifying, under penalties of perjury, that such shareholder is not a U.S. Person and is the beneficial owner of payments received pursuant to the Offer. In general, a person is not a beneficial owner of income if the person receives the income as nominee, agent or custodian, or to the extent the person is a conduit whose participation in the transaction is disregarded. Please consult your tax advisor for more information. The appropriate IRS Form W-8 can be obtained from the Depositary or downloaded from the IRS's website at the following address: http://www.irs.gov.

Please consult your tax advisor for further guidance regarding the completion of IRS Form W-9, IRS Form W-8BEN, IRS Form W-8BEN-E or IRS Form W-8ECI (or other applicable IRS Form W-8) to claim exemption from U.S. federal backup withholding, or contact the Depositary.

If U.S. federal backup withholding applies, the Depositary is required to withhold and pay over to the IRS a portion of any payment made to a shareholder. U.S. federal backup withholding is not an additional U.S. federal income tax. Rather, the U.S. federal income tax liability of persons subject to U.S. federal backup withholding will be reduced by the amount of tax withheld. If U.S. federal backup withholding results in an overpayment of taxes, a refund may be obtained from the IRS, provided that the required information is properly furnished to the IRS.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
or
single-member LLC

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) u _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) u

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** u **Date** u

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30,1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS Individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS- 4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS. gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

* **Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at:*spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

The Depositary for the Offer to Purchase is:

If delivering by mail:

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
P.O. Box 2042
New York, New York 10272-2042

If delivering by hand or courier:

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY.

Any questions or requests for assistance may be directed to the Information Agent at its telephone number and location listed below. Requests for additional copies of this Offer to Purchase and the Letter of Transmittal may be directed to the Information Agent at the telephone number and location listed below. You may also contact your broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, New York 10022
Shareholders may call toll free: (888) 750-5834 Banks and brokers may call collect: (212) 750-5833

NOTICE OF GUARANTEED DELIVERY

For Tender of All Outstanding Common Shares
of
NXP SEMICONDUCTORS N.V.
at
$110.00 per share
Pursuant to the Offer to Purchase
dated November 18, 2016
by
QUALCOMM RIVER HOLDINGS B.V.
an indirect, wholly-owned subsidiary of
QUALCOMM INCORPORATED

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON FEBRUARY 6, 2017, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

This Notice of Guaranteed Delivery, or one substantially in the form hereof, must be used to accept the Offer (as defined below) if (a) the procedure for delivery of book-entry transfer of common shares, par value €0.20 per share (the "Shares"), of NXP Semiconductors N.V., a public limited liability company (*naamloze vennootschap*) organized under the laws of The Netherlands, cannot be completed prior to 5:00 p.m., New York City time, on February 6, 2017 (the "Expiration Time," unless the Offer is extended in accordance with the Purchase Agreement (as defined in the Offer to Purchase), in which event "Expiration Time" will mean the latest time and date at which the Offer (as defined below), as so extended by Purchaser (as defined below), will expire), (b) the procedure for book-entry transfer cannot be completed on a timely basis, or (c) time will not permit delivery of all of the required documents to the American Stock Transfer & Trust Company, LLC (the "Depositary") prior to the Expiration Time. This Notice of Guaranteed Delivery may be delivered by overnight courier or transmitted by facsimile or mailed to the Depositary. See Section 3 — "Procedures for Accepting the Offer and Tendering Shares" of the Offer to Purchase (as defined below).

The Depositary for the Tender Offer is:
American Stock Transfer & Trust Company, LLC

If delivering by mail:	***By Facsimile Transmission:*** ***(For Eligible Institutions Only)***	***If delivering by hand or courier:*** ***(by 5:00 p.m. ET)***
American Stock Transfer & Trust Company, LLC Operations Center Attn: Reorganization Department 6201 15th Avenue Brooklyn, New York 11219	(718) 234-5001	American Stock Transfer & Trust Company, LLC Operations Center Attn: Reorganization Department 6201 15th Avenue Brooklyn, New York 11219

Confirm Facsimile by Telephone:
(877) 248-6417
(For Confirmation Only)

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS, OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TRANSMISSION, OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY.

THIS FORM IS NOT TO BE USED TO GUARANTEE SIGNATURES. IF A SIGNATURE ON A LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN ELIGIBLE INSTITUTION (AS DEFINED IN SECTION 3 – "PROCEDURES FOR ACCEPTING THE OFFER AND TENDERING SHARES" OF THE OFFER TO PURCHASE) UNDER THE INSTRUCTIONS THERETO, SUCH SIGNATURE GUARANTEE MUST APPEAR IN THE APPLICABLE SPACE PROVIDED IN THE SIGNATURE BOX ON THE APPROPRIATE LETTER OF TRANSMITTAL.

The Eligible Institution that completes this form must communicate the guarantee to the Depositary and must deliver the Letter of Transmittal (as defined below) or an Agent's Message (as defined in Section 3 – "Procedures for Accepting the Offer and Tendering Shares") to the Depositary within the time period shown herein. Failure to do so could result in a financial loss to such Eligible Institution.

Ladies and Gentlemen:

The undersigned hereby tenders to Qualcomm River Holdings B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of The Netherlands ("Purchaser") and an indirect wholly owned subsidiary of QUALCOMM Incorporated, a Delaware corporation, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated November 18, 2016 (the "Offer to Purchase"), and the related Letter of Transmittal (the "Letter of Transmittal" and, together with the Offer to Purchase, as each may be amended or supplemented from time to time, the "Offer"), receipt of which is hereby acknowledged, the number of Shares, specified below, pursuant to the guaranteed delivery procedure set forth in Section 3 — "Procedures for Accepting the Offer and Tendering Shares" of the Offer to Purchase. Shares tendered by the Notice of Guaranteed Delivery will be excluded from the calculation of the Minimum Condition (as defined in the Offer to Purchase), unless such Shares and other required documents are received by the Depositary by the Expiration Time.

Number of Shares: _____

☐ Check here if Shares will be tendered by book-entry transfer

DTC Account Number: _____

Name of Tendering Institution: _____

Date: _____

Name(s) of Holder(s): _____

(Please Print)

Signature(s): _____

Address(es): _____

(Zip Code)

Area Code and Telephone Number(s): _____

GUARANTEE
(Not to be used for signature guarantee)

The undersigned, an Eligible Institution (as defined in Section 3 — "Procedures for Accepting the Offer and Tendering Shares" of the Offer to Purchase), hereby (a) represents that the tender of Shares effected hereby complies with Rule 14e-4 under the Securities Exchange Act of 1934, as amended, and, (b) guarantees delivery to the Depositary, within three NASDAQ Global Select Market trading days after the date hereof, at its address set forth above, of a confirmation of a book-entry transfer of such Shares into the Depositary's account at the Depositary Trust Company (pursuant to the procedures set forth in Section 3 — "Procedures for Accepting the Offer and Tendering Shares" of the Offer to Purchase), together with a properly completed and duly executed Letter of Transmittal or an Agent's Message (as defined in Section 3 — "Procedures for Accepting the Offer and Tendering Shares" of the Offer to Purchase), and any other documents required by the Letter of Transmittal.

Name of Firm: _____

Authorized Signature

Address:

_____ Name: _____

Zip Code **Please Type or Print**

Title: _____

Area Code and Tel. No.: Dated: _____

Offer To Purchase For Cash
All Outstanding Common Shares
of

NXP SEMICONDUCTORS N.V.

at
$110.00 per share
Pursuant to the Offer to Purchase
dated November 18, 2016
by

QUALCOMM RIVER HOLDINGS B.V.

an indirect, wholly-owned subsidiary of

QUALCOMM INCORPORATED

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON FEBRUARY 6, 2017, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

November 18, 2016

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

We have been engaged by Qualcomm River Holdings B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of The Netherlands ("Purchaser") and an indirect, wholly owned subsidiary of QUALCOMM Incorporated, a Delaware corporation ("Qualcomm" or "Parent"), to act as Information Agent (the "Information Agent") in connection with Purchaser's offer to purchase all outstanding common shares, par value €0.20 per share (the "Shares"), of NXP Semiconductors N.V., a public limited liability company (*naamloze vennootschap*) organized under the laws of The Netherlands ("NXP"), at a purchase price of $110.00 per Share, less any applicable withholding taxes and without interest, to the holders thereof, payable in cash (the "Offer Consideration"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated November18, 2016 (the "Offer to Purchase"), and the related Letter of Transmittal (the "Letter of Transmittal" and, together with the Offer to Purchase, as each may be amended or supplemented from time to time, the "Offer") enclosed herewith. Please furnish copies of the enclosed materials to those of your clients for whom you hold Shares registered in your name or in the name of your nominee.

The Offer is not subject to a financing condition. Certain conditions to the Offer are described in Section 15 — "Certain Conditions of the Offer" of the Offer to Purchase.

For your information and for forwarding to your clients for whom you hold Shares registered in your name or in the name of your nominee, we are enclosing the following documents:

1. The Offer to Purchase;
2. The Solicitation/Recommendation Statement on Schedule 14D-9 of NXP;
3. The Letter of Transmittal for your use in accepting the Offer and tendering Shares and for the information of your clients, together with the included Internal Revenue Service Form W-9;
4. A Notice of Guaranteed Delivery to be used to accept the Offer if the Shares and all other required documents cannot be delivered to American Stock Transfer & Trust Company, LLC (the "Depositary") by
5:00 p.m., New York City time, on February 6, 2017 (the "Expiration Time," unless the Offer is extended in accordance with the Purchase Agreement (as defined below), in which event "Expiration Time" will mean
the latest time and date at which the Offer, as so extended by Purchaser, will expire) or if the procedure for book-entry transfer cannot be completed by the Expiration Time;

5. A form of letter which may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer; and

6. A return envelope addressed to the "Depositary for your use only."

We urge you to contact your clients as promptly as possible. Please note that the Offer and withdrawal rights will expire at 5:00 p.m., New York City time, on February 6, 2017, unless the Offer is extended or earlier terminated.

The Offer is being made pursuant to a Purchase Agreement, dated as of October 27, 2016 (as it may be amended from time to time, the "Purchase Agreement"), by and between Purchaser and NXP. Unless the Offer is earlier terminated, the Offer will expire at the Expiration Time. The Purchase Agreement provides, among other things, that, subject to the terms and conditions set forth therein, Purchaser will, at or as promptly as practicable following the Expiration Time (but in any event within two business days of the Expiration Time), accept for payment and, at or as promptly as practicable following the time of acceptance of Shares for payment (the "Acceptance Time") (but in any event within three business days of the Acceptance Time), pay for all Shares validly tendered and not properly withdrawn pursuant to the Offer as of the Acceptance Time (such time of payment, the "Offer Closing"). It is expected that following the Offer Closing, the listing of the Shares on the NASDAQ Global Select Market will be terminated, NXP will no longer be a publicly traded company, and the Shares will be deregistered under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), resulting in the cessation of NXP's reporting obligations with respect to the Shares with the United States Securities and Exchange Commission.

Following the Acceptance Time in accordance with the Purchase Agreement, Purchaser will provide for a subsequent offering period of at least 10 business days in accordance with Rule 14d-11 under the Exchange Act (the "Subsequent Offering Period"). In the event that prior to the expiration of the Subsequent Offering Period, Purchaser elects to effectuate the Asset Sale (as defined below) and, following such Asset Sale, the Second Step Transaction and the Second Step Distribution (each as defined below), on the one hand, or the Asset Sale and the Compulsory Acquisition (as defined below), on the other hand, Purchaser will extend the Subsequent Offering Period for at least five business days. Under no circumstances will interest be paid on the Offer Consideration paid pursuant to the Offer, regardless of any extension of the Offer, the Subsequent Offering Period, or any delay in making payment for Shares.

As promptly as practicable following the closing of the Subsequent Offering Period, Purchaser intends to complete a corporate reorganization of NXP and its subsidiaries (the "Post-Closing Reorganization"). The Post-Closing Reorganization will utilize processes available to Purchaser under Dutch law to ensure that (a) Purchaser becomes the owner of all of NXP's business operations from and after the consummation of the Post-Closing Reorganization and (b) any NXP shareholders who do not tender their Shares pursuant to the Offer (or during the Subsequent Offering Period) are offered or receive the same consideration for their Shares as those shareholders who tendered their Shares pursuant to the Offer (or during the Subsequent Offering Period), without interest and less applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*)) (provided, however, that in the Compulsory Acquisition, while Purchaser will request, and it is expected that, the per Share price paid in the Compulsory Acquisition be equal to the Offer Consideration, the Dutch Court (as defined below) has sole discretion to determine the price to be paid for the Shares, which may be greater, equal to or less than the Offer Consideration), with such price being increased by the statutory interest rate applicable in The Netherlands (currently two percent per annum) for the period beginning on the date the number of Shares owned by Purchaser and its affiliates represents at least 95% of the then outstanding Shares and ending on the date Purchaser pays for the Shares then owned by the non-tendering NXP shareholders. As a result of the Post-Closing Reorganization, NXP will either be liquidated or become wholly owned by Purchaser.

Purchaser intends to, or intends to cause its designee to, subject to the approval of the Asset Sale Resolutions (as defined below) by the NXP shareholders at the EGM (as defined below), (a) initiate the Post-

Closing Reorganization by means of a sale of all or substantially all of the assets of NXP to, and the transfer to or assumption of all or substantially all the liabilities of NXP by, Purchaser or its designee (the "Asset Sale") and (b) following the consummation of the Asset Sale, depending on the percentage of the outstanding Shares held by Purchaser and its affiliates as of the closing of the Subsequent Offering Period, complete the Post-Closing Reorganization by either the Second Step Transaction or the Compulsory Acquisition.

If the number of Shares tendered pursuant to the Offer and not properly withdrawn (including Shares validly tendered during the Subsequent Offering Period), together with the Shares then owned by Purchaser and its affiliates, represents fewer than 95% but at least 80% of the then outstanding Shares, the consideration paid by Purchaser to NXP in the Asset Sale would be a combination of cash (in an aggregate amount equal to the Offer Consideration multiplied by the total number of Shares held by non-tendering NXP shareholders as of the expiration of the Subsequent Offering Period) and a note payable (in an aggregate amount equal to the Offer Consideration multiplied by the total number of Shares held by Purchaser and its affiliates as of the expiration of the Subsequent Offering Period) and, upon consummation of the Asset Sale, (a) NXP will hold only the cash and the note received in the Asset Sale, (b) Purchaser would own all of NXP's business operations and would be the principal shareholder in NXP and (c) the non-tendering NXP shareholders would continue to own Shares representing, in the aggregate, a minority of the Shares then outstanding. Purchaser would then complete the Post-Closing Reorganization by causing NXP to be dissolved and liquidated in accordance with applicable Dutch procedures (the "Second Step Transaction"), with Purchaser providing an indemnity or guarantee to the liquidator for any deficit in the estate of NXP to enable the liquidator to make an advance liquidation distribution in cash (the "Second Step Distribution") to each non-tendering NXP shareholder in an amount equal to the Offer Consideration, without interest and less applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*)) or other taxes, for each Share then owned.

The applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*)) and other taxes, if any, imposed on NXP shareholders in respect of the Second Step Distribution may be different from, and greater than, the taxes imposed upon such NXP shareholders had they tendered their Shares pursuant to the Offer (or during the Subsequent Offering Period) or if their Shares had been acquired by Purchaser in the Compulsory Acquisition.

If the number of Shares tendered pursuant to the Offer and not properly withdrawn (including Shares validly tendered during the Subsequent Offering Period), together with the Shares then owned by Purchaser and its affiliates, represents fewer than 100% but at least 95% of the then outstanding Shares (the "Compulsory Acquisition Threshold"), the consideration paid by Purchaser to NXP in the Asset Sale would be a note payable in an aggregate amount equal to the Offer Consideration multiplied by the total number of Shares outstanding as of the expiration of the Subsequent Offering Period and, upon consummation of the Asset Sale, (a) NXP will hold only the note received in the Asset Sale, (b) Purchaser would own all of NXP's business operations and would be the principal shareholder in NXP and (c) the non-tendering NXP shareholders would continue to own Shares representing, in the aggregate, a minority of the Shares then outstanding. Purchaser would then complete the Post-Closing Reorganization by commencing a statutory proceeding before the Enterprise Chamber (*Ondernemingskamer*) of the Amsterdam Court of Appeals (*Gerechtshof Amsterdam*) (the "Dutch Court") for the compulsory acquisition (*uitkoopprocedure*) (the "Compulsory Acquisition") of Shares held by non-tendering NXP shareholders in accordance with Section 2:92a or Section 2:201a of the Dutch Civil Code. While Purchaser will request, and it is expected that, the per Share price paid in the Compulsory Acquisition be equal to the Offer Consideration, the Dutch Court has sole discretion to determine the per Share price, which may be greater, equal to or less than the Offer Consideration (with such price being increased by the statutory interest rate applicable in The Netherlands (currently two percent per annum) for the period beginning on the date the number of Shares owned by Purchaser and its affiliates represents at least 95% of the then outstanding Shares and ending on the date Purchaser pays for the Shares then owned by the non-tendering NXP shareholders). Upon execution (*tenuitvoerlegging*) of the Dutch Court's ruling in the Compulsory Acquisition, each non-tendering NXP shareholder will receive the Dutch Court-determined per Share price and Purchaser will become the sole shareholder of NXP.

After careful consideration, the board of directors (*bestuur*) of NXP (the "NXP Board") unanimously (a) determined that the Purchase Agreement and the transactions contemplated thereby (other than certain transactions that could take place after the completion of the Offer and, in accordance with the terms of the Purchase Agreement, would require the prior consent of NXP or the Independent Directors (as defined in the Offer to Purchase) (the "Designated Post-Offer Transactions")) are in the best interests of NXP, its business and its shareholders, employees and other relevant stakeholders and (b) approved and adopted the Purchase Agreement and approved the transactions contemplated thereby (other than the Designated Post-Offer Transactions).

The NXP Board unanimously recommends that NXP shareholders accept the Offer and tender their Shares in the Offer. Furthermore, the NXP Board unanimously recommends that you vote "for" each of the items that contemplate a vote of NXP shareholders at the extraordinary general meeting of NXP shareholders scheduled to be held on January 27, 2017 at 1:30 p.m., Central European Time, at the corporate office of NXP, High Tech Campus 60, 5656 AG Eindhoven, The Netherlands (the "EGM"). At the EGM, NXP shareholders will be requested to vote on (1) the Asset Sale and the Second Step Transaction (collectively, the "Asset Sale Resolutions"), (2) the appointment of the liquidator following the consummation of the Asset Sale and subject to the Compulsory Acquisition Threshold not having been achieved, (3) the appointment of directors designated by Purchaser to the NXP Board and (4) other matters contemplated by the Purchase Agreement.

A more complete description of the NXP Board's reasons for authorizing and approving the Purchase Agreement and the transactions contemplated thereby, including the Offer, the Asset Sale and the Post-Closing Reorganization, is set forth in NXP's Solicitation/Recommendation Statement on Schedule 14D-9 that is being furnished to NXP shareholders in connection with the Offer.

In order for a shareholder to validly tender Shares pursuant to the Offer, either (a) confirmation of a book-entry transfer of such Shares into the Depositary's account at the Depositary Trust Company pursuant to the procedures set forth in Section 3 — "Procedures for Accepting the Offer and Tendering Shares" of the Offer to Purchase, together with the Letter of Transmittal, properly completed and duly executed, with any required signature guarantees or an Agent's Message (as defined in Section 3 — "Procedures for Accepting the Offer and Tendering Shares" of the Offer to Purchase) in lieu of a Letter of Transmittal and any other documents required by the Letter of Transmittal must be received by the Depositary at its addresses set forth on the back cover of the Offer to Purchase, or (b) the tendering shareholder must comply with the guaranteed delivery procedures described in the Offer to Purchase. No alternative, conditional or contingent tenders will be accepted. Shares tendered by the Notice of Guaranteed Delivery will be excluded from the calculation of the Minimum Condition (as defined in the Offer to Purchase), unless such Shares and other required documents are received by the Depositary by the Expiration Time.

Except as set forth in the Offer to Purchase, neither Parent nor Purchaser will pay any fees or commissions to any broker or dealer or to any other person (other than to the Depositary and to the Information Agent) in connection with the solicitation of tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks, trust companies and other nominees will, upon request, be reimbursed by Purchaser for customary mailing and handling expenses incurred by them in forwarding offering materials to their customers. Purchaser will pay all stock transfer taxes applicable to its purchase of Shares pursuant to the Offer, subject to Instruction 6 of the Letter of Transmittal.

Any inquiries you may have with respect to the Offer should be addressed to, and additional copies of the enclosed materials may be obtained from, the undersigned at the address and telephone numbers set forth below.

Very truly yours,
Innisfree M&A Incorporated

Nothing contained herein or in the enclosed documents shall render you the agent of Purchaser, the Information Agent or the Depositary or any affiliate of any of them or authorize you or any other person to use any document or make any statement on behalf of any of them in connection with the Offer other than the enclosed documents and the statements contained therein.

The Information Agent for the Offer is:

Innisfree M&A Incorporated
501 Madison Avenue, 20th Floor
New York, New York 10022
Shareholders may call toll free: (888) 750-5834
Banks and brokers may call collect: (212) 750-5833

Offer To Purchase For Cash
All Outstanding Common Shares
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QUALCOMM INCORPORATED

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON FEBRUARY 6, 2017, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

November 18, 2016

To Our Clients:

Enclosed for your consideration are the Offer to Purchase, dated November 18, 2016 (the "Offer to Purchase"), and the related Letter of Transmittal (the "Letter of Transmittal" and, together with the Offer to Purchase, as each may be amended or supplemented from time to time, the "Offer") in connection with the offer by Qualcomm River Holdings B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of The Netherlands ("Purchaser") and an indirect, wholly owned subsidiary of QUALCOMM Incorporated, a Delaware corporation ("Qualcomm" or "Parent"), to purchase all outstanding common shares, par value €0.20 per share (the "Shares"), of NXP Semiconductors N.V., a public limited liability company (*naamloze vennootschap*) organized under the laws of The Netherlands ("NXP"), at a purchase price of $110.00 per Share, less any applicable withholding taxes and without interest, to the holders thereof, payable in cash (the "Offer Consideration"), upon the terms and subject to the conditions set forth in the Offer.

We or our nominees are the holder of record of Shares held for your account. A tender of such Shares can be made only by us as the holder of record and pursuant to your instructions. The Letter of Transmittal accompanying this letter is furnished to you for your information only and cannot be used by you to tender Shares held by us for your account.

We request instructions as to whether you wish us to tender any or all of the Shares held by us for your account, upon the terms and subject to the conditions set forth in the enclosed Offer to Purchase and the Letter of Transmittal.

Please note carefully the following:

1. The Offer Consideration for the Offer is $110.00 per Share, less any applicable withholding taxes and without interest, to the holders thereof, payable in cash.

2. The Offer is being made for all outstanding Shares.

3. The Offer is being made pursuant to a Purchase Agreement, dated as of October 27, 2016 (as it may be amended from time to time, the "Purchase Agreement"), by and between Purchaser and NXP. Unless the Offer is earlier terminated, the Offer will expire at 5:00 p.m., New York City time, on February 6, 2017 (the "Expiration Time," unless the Offer is extended in accordance with the Purchase Agreement, in which event "Expiration Time" will mean the latest time and date at which the Offer, as so extended by Purchaser, will

expire). The Purchase Agreement provides, among other things, that, subject to the terms and conditions set forth therein, Purchaser will, at or as promptly as practicable following the Expiration Time (but in any event within two business days of the Expiration Time), accept for payment and, at or as promptly as practicable following the time of acceptance of Shares for payment (the "Acceptance Time") (but in any event within three business days of the Acceptance Time), pay for all Shares validly tendered and not properly withdrawn pursuant to the Offer as of the Acceptance Time (such time of payment, the "Offer Closing"). It is expected that following the Offer Closing, the listing of the Shares on the NASDAQ Global Select Market will be terminated, NXP will no longer be a publicly traded company, and the Shares will be deregistered under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), resulting in the cessation of NXP's reporting obligations with respect to the Shares with the United States Securities and Exchange Commission.

Following the Acceptance Time in accordance with the Purchase Agreement, Purchaser will provide for a subsequent offering period of at least 10 business days in accordance with Rule 14d-11 under the Exchange Act (the "Subsequent Offering Period"). In the event that prior to the expiration of the Subsequent Offering Period, Purchaser elects to effectuate the Asset Sale (as defined below) and, following such Asset Sale, the Second Step Transaction and the Second Step Distribution (each as defined below), on the one hand, or the Asset Sale and the Compulsory Acquisition (as defined below), on the other hand, Purchaser will extend the Subsequent Offering Period for at least five business days. Under no circumstances will interest be paid on the Offer Consideration paid pursuant to the Offer, regardless of any extension of the Offer, the Subsequent Offering Period, or any delay in making payment for Shares.

As promptly as practicable following the closing of the Subsequent Offering Period, Purchaser intends to complete a corporate reorganization of NXP and its subsidiaries (the "Post-Closing Reorganization"). The Post-Closing Reorganization will utilize processes available to Purchaser under Dutch law to ensure that (a) Purchaser becomes the owner of all of NXP's business operations from and after the consummation of the Post-Closing Reorganization and (b) any NXP shareholders who do not tender their Shares pursuant to the Offer (or during the Subsequent Offering Period) are offered or receive the same consideration for their Shares as those shareholders who tendered their Shares pursuant to the Offer (or during the Subsequent Offering Period), without interest and less applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*)) (provided, however, that in the Compulsory Acquisition, while Purchaser will request, and it is expected that, the per Share price paid in the Compulsory Acquisition be equal to the Offer Consideration, the Dutch Court (as defined below) has sole discretion to determine the price to be paid for the Shares, which may be greater, equal to or less than the Offer Consideration), with such price being increased by the statutory interest rate applicable in The Netherlands (currently two percent per annum) for the period beginning on the date the number of Shares owned by Purchaser and its affiliates represents at least 95% of the then outstanding Shares and ending on the date Purchaser pays for the Shares then owned by the non-tendering NXP shareholders. As a result of the Post-Closing Reorganization, NXP will either be liquidated or become wholly owned by Purchaser.

Purchaser intends to, or intends to cause its designee to, subject to the approval of the Asset Sale Resolutions (as defined below) by the NXP shareholders at the EGM (as defined below), (a) initiate the Post-Closing Reorganization by means of a sale of all or substantially all of the assets of NXP to, and the transfer to or assumption of all or substantially all the liabilities of NXP by, Purchaser or its designee (the "Asset Sale") and (b) following the consummation of the Asset Sale, depending on the percentage of the outstanding Shares held by Purchaser and its affiliates as of the closing of the Subsequent Offering Period, complete the Post-Closing Reorganization by either the Second Step Transaction or the Compulsory Acquisition.

If the number of Shares tendered pursuant to the Offer and not properly withdrawn (including Shares validly tendered during the Subsequent Offering Period), together with the Shares then owned by Purchaser and its affiliates, represents fewer than 95% but at least 80% of the then outstanding Shares, the consideration paid by Purchaser to NXP in the Asset Sale would be a combination of cash (in an aggregate amount equal to the Offer Consideration multiplied by the total number of Shares held by non-tendering NXP shareholders as of the expiration of the Subsequent Offering Period) and a note payable (in an aggregate amount equal to the Offer

Consideration multiplied by the total number of Shares held by Purchaser and its affiliates as of the expiration of the Subsequent Offering Period) and, upon consummation of the Asset Sale, (a) NXP will hold only the cash and the note received in the Asset Sale, (b) Purchaser would own all of NXP's business operations and would be the principal shareholder in NXP and (c) the non-tendering NXP shareholders would continue to own Shares representing, in the aggregate, a minority of the Shares then outstanding. Purchaser would then complete the Post-Closing Reorganization by causing NXP to be dissolved and liquidated in accordance with applicable Dutch procedures (the "Second Step Transaction"), with Purchaser providing an indemnity or guarantee to the liquidator for any deficit in the estate of NXP to enable the liquidator to make an advance liquidation distribution in cash (the "Second Step Distribution") to each non-tendering NXP shareholder in an amount equal to the Offer Consideration, without interest and less applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*)) for each Share then owned.

The applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*)) and other taxes, if any, imposed on NXP shareholders in respect of the Second Step Distribution may be different from, and greater than, the taxes imposed upon such NXP shareholders had they tendered their Shares pursuant to the Offer (or during the Subsequent Offering Period) or if their Shares had been acquired by Purchaser in the Compulsory Acquisition.

If the number of Shares tendered pursuant to the Offer and not properly withdrawn (including Shares validly tendered during the Subsequent Offering Period), together with the Shares then owned by Purchaser and its affiliates, represents fewer than 100% but at least 95% of the then outstanding Shares (the "Compulsory Acquisition Threshold"), the consideration paid by Purchaser to NXP in the Asset Sale would be a note payable in an aggregate amount equal to the Offer Consideration multiplied by the total number of Shares outstanding as of the expiration of the Subsequent Offering Period and, upon consummation of the Asset Sale, (a) NXP will hold only the note received in the Asset Sale, (b) Purchaser would own all of NXP's business operations and would be the principal shareholder in NXP and (c) the non-tendering NXP shareholders would continue to own Shares representing, in the aggregate, a minority of the Shares then outstanding. Purchaser would then complete the Post-Closing Reorganization by commencing a statutory proceeding before the Enterprise Chamber (*Ondernemingskamer*) of the Amsterdam Court of Appeals (*Gerechtshof Amsterdam*) (the "Dutch Court") for the compulsory acquisition (*uitkoopprocedure*) (the "Compulsory Acquisition") of Shares held by non-tendering NXP shareholders in accordance with Section 2:92a or Section 2:201a of the Dutch Civil Code. While Purchaser will request, and it is expected that, the per Share price paid in the Compulsory Acquisition be equal to the Offer Consideration, the Dutch Court has sole discretion to determine the per Share price, which may be greater, equal to or less than the Offer Consideration (with such price being increased by the statutory interest rate applicable in The Netherlands (currently two percent per annum) for the period beginning on the date the number of Shares owned by Purchaser and its affiliates represents at least 95% of the then outstanding Shares and ending on the date Purchaser pays for the Shares then owned by the non-tendering NXP shareholders). Upon execution (*tenuitvoerlegging*) of the Dutch Court's ruling in the Compulsory Acquisition, each non-tendering NXP shareholder will receive the Dutch Court-determined per Share price and Purchaser will become the sole shareholder of NXP.

After careful consideration, the board of directors (*bestuur*) of NXP (the "NXP Board") unanimously (a) determined that the Purchase Agreement and the transactions contemplated thereby (other than certain transactions that could take place after the completion of the Offer and, in accordance with the terms of the Purchase Agreement, would require the prior consent of NXP or the Independent Directors (as defined in the Offer to Purchase) (the "Designated Post-Offer Transactions")) are in the best interests of NXP, its business and its shareholders, employees and other relevant stakeholders and (b) approved and adopted the Purchase Agreement and approved the transactions contemplated thereby (other than the Designated Post-Offer Transactions).

The NXP Board unanimously recommends that NXP shareholders accept the Offer and tender their Shares in the Offer. Furthermore, the NXP Board unanimously recommends that you vote "for"

each of the items that contemplate a vote of NXP shareholders at the extraordinary general meeting of NXP shareholders scheduled to be held on January 27, 2017 at 1:30 p.m., Central European Time, at the corporate office of NXP, High Tech Campus 60, 5656 AG Eindhoven, The Netherlands (the "EGM"). At the EGM, NXP shareholders will be requested to vote on (1) the Asset Sale and the Second Step Transaction (collectively, the "Asset Sale Resolutions"), (2) the appointment of the liquidator following the consummation of the Asset Sale and subject to the Compulsory Acquisition Threshold not having been achieved, (3) the appointment of directors designated by Purchaser to the NXP Board and (4) other matters contemplated by the Purchase Agreement.

A more complete description of the NXP Board's reasons for authorizing and approving the Purchase Agreement and the transactions contemplated thereby, including the Offer, the Asset Sale and the Post-Closing Reorganization, is set forth in NXP's Solicitation/Recommendation Statement on Schedule 14D-9 that is being furnished to NXP shareholders in connection with the Offer.

4. The Offer is subject to certain conditions described in Section 15 — "Certain Conditions of the Offer" of the Offer to Purchase.

5. Tendering shareholders who are record owners of their Shares and who tender directly to American Stock Transfer & Trust Company, LLC (the "Depositary") will not be obligated to pay brokerage fees, commissions or similar expenses except as set forth in the Offer to Purchase or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by Purchaser pursuant to the Offer.

If you wish to have us tender any or all of your Shares, then please so instruct us by completing, executing, detaching and returning to us the Instruction Form on the detachable part hereof. An envelope to return your instructions to us is enclosed. If you authorize tender of your Shares, then all such Shares will be tendered unless otherwise specified on the Instruction Form.

Your prompt action is requested. Your Instruction Form should be forwarded to us in ample time to permit us to submit the tender on your behalf before the Expiration Time.

The Offer is not being made to (nor will tenders be accepted from or on behalf of) NXP shareholders in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. However, we may, in our discretion, take such action as we deem necessary to make the Offer comply with the laws of any such jurisdiction and extend the Offer to NXP shareholders in such jurisdiction in compliance with applicable laws. In those jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

INSTRUCTION FORM
With Respect to the Offer To Purchase For Cash
All Outstanding Common Shares
of

NXP SEMICONDUCTORS N.V.

at
$110.00 per share
Pursuant to the Offer to Purchase
dated November 18, 2016
by

QUALCOMM RIVER HOLDINGS B.V.

an indirect, wholly-owned subsidiary of

QUALCOMM INCORPORATED

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON FEBRUARY 6, 2017, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase, dated November 18, 2016 (the "Offer to Purchase"), and the related Letter of Transmittal (the "Letter of Transmittal" and, together with the Offer to Purchase, as each may be amended or supplemented from time to time, we the "Offer"), in connection with the offer by Qualcomm River Holdings B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of The Netherlands ("Purchaser") and an indirect, wholly owned subsidiary of QUALCOMM Incorporated, a Delaware corporation ("Qualcomm" or "Parent"), to purchase all outstanding common shares, par value €0.20 per share (the "Shares"), of NXP Semiconductors N.V., a public limited liability company (*naamloze vennootschap*) organized under the laws of The Netherlands, at a purchase price of $110.00 per Share, less any applicable withholding taxes and without interest, to the holders thereof, payable in cash (the "Offer Consideration"), upon the terms and subject to the conditions set forth in the Offer.

The undersigned hereby instruct(s) you to tender to Purchaser the number of Shares indicated below or, if no number is indicated, all Shares held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer. The undersigned understands and acknowledges that all questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by Purchaser, in its sole discretion, which determination will be final and binding upon the tendering party.

The method of delivery of this document is at the election and risk of the tendering shareholder. If delivery is by mail, then registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery prior to the Expiration Time (as defined in the Offer to Purchase).

Dated: _____

Number of Shares to be Tendered: _____ Shares*

Account Number: _____ Signature(s): _____

Capacity**: _____

_____
Please Type or Print Name(s) above

_____
Please Type or Print Address(es) above (Including Zip Code)

_____
Area Code and Telephone Number

_____
Taxpayer Identification or Social Security Number(s)

* Unless otherwise indicated, you are deemed to have instructed us to tender all Shares held by us for your account.
** Please provide if signature is by an attorney-in-fact, executor, administrator, trustee, guardian, officer of a corporation or other person acting in a fiduciary or representative capacity.

Please return this form to the brokerage firm or other nominee maintaining your account.

Exhibit (a)(1)(F)

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below), and the provisions herein are subject in their entirety to the provisions of the Offer (as defined below). The Offer is made solely by the Offer to Purchase (as defined below), dated November 18, 2016, and the related Letter of Transmittal (as defined below) and any amendments or supplements thereto, and is being made to all holders of Shares. The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, "blue sky" or other laws of such jurisdiction or any administrative or judicial action pursuant thereto. In those jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser (as defined below) by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

Notice of Offer to Purchase for Cash
All Outstanding Common Shares
of
NXP Semiconductors N.V.
at
$110.00 per share
Pursuant to the Offer to Purchase dated November 18, 2016
by
Qualcomm River Holdings B.V. an indirect, wholly-owned subsidiary of
QUALCOMM Incorporated

Qualcomm River Holdings B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of The Netherlands ("Purchaser") and an indirect, wholly owned subsidiary of Qualcomm Incorporated, a Delaware corporation ("Qualcomm" or "Parent"), is offering to purchase all of the outstanding common shares, par value €0.20 per share (the "Shares"), of NXP Semiconductors N.V., a public limited liability company (*naamloze vennootschap*) organized under the laws of The Netherlands ("NXP"), at a purchase price of $110.00 per Share, less any applicable withholding taxes and without interest, to the holders thereof, payable in cash, (the "Offer Consideration"), upon the terms and subject to the conditions set forth in the Offer to Purchase (the "Offer to Purchase") and in the related Letter of Transmittal (the "Letter of Transmittal" and, together with the Offer to Purchase, as each may be amended or supplemented from time to time, the "Offer").

The Offer is being made pursuant to a Purchase Agreement, dated as of October 27, 2016 (as it may be amended from time to time, the "Purchase Agreement"), by and between Purchaser and NXP. Unless the Offer is earlier terminated, the Offer will expire at 5:00 p.m., New York City time, on February 6, 2017 (the "Expiration Time," unless the Offer is extended in accordance with the Purchase Agreement, in which event "Expiration Time" will mean the latest time and date at which the Offer, as so extended by Purchaser, will expire).

Tendering shareholders who are record owners of their Shares and who tender directly to American Stock Transfer & Trust Company, LLC (the "Depositary") will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by Purchaser pursuant to the Offer. Shareholders who hold their Shares through a broker, dealer, commercial bank, trust company or other nominee should consult such broker, dealer, commercial bank, trust company or other nominee as to whether it charges any service fees or commissions.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON FEBRUARY 6, 2017, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

The Purchase Agreement provides, among other things, that, subject to the terms and conditions set forth therein, Purchaser will, at or as promptly as practicable following the Expiration Time (but in any event within two business days of the Expiration Time), accept for payment and, at or as promptly as practicable following the time of acceptance of Shares for payment (the "Acceptance Time") (but in any event within three business days of the Acceptance Time), pay for all Shares validly tendered and not properly withdrawn pursuant to the Offer as of the Acceptance Time (such time of payment, the "Offer Closing"). It is expected that following the Offer Closing, the listing of the Shares on the NASDAQ Global Select Market will be terminated, NXP will no longer be a publicly traded company, and the Shares will be deregistered under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), resulting in the cessation of NXP's reporting obligations with respect to the Shares with the United States Securities and Exchange Commission (the "SEC").

After careful consideration, the board of directors (*bestuur*) of NXP (the "NXP Board") has unanimously (a) determined that the Purchase Agreement and the transactions contemplated thereby (other than certain transactions that could take place after the completion of the Offer and, in accordance with the terms of the Purchase Agreement, would require the prior consent of NXP or the Independent Directors (as defined in the Offer to Purchase) (the "Designated Post-Offer Transactions")) are in the best interests of NXP, its business and its shareholders, employees and other relevant stakeholders and (b) approved and adopted the Purchase Agreement and approved the transactions contemplated thereby (other than the Designated Post-Offer Transactions).

The NXP Board unanimously recommends that NXP shareholders accept the Offer and tender their Shares in the Offer. Furthermore, the NXP Board unanimously recommends that NXP shareholders vote "for" each of the items that contemplate a vote of NXP shareholders at the extraordinary general meeting of NXP shareholders scheduled to be held on January 27, 2017 at 1:30 p.m., Central European Time, at the corporate office of NXP, High Tech Campus 60, 5656 AG, Eindhoven, The Netherlands (the "EGM"). At the EGM, NXP shareholders will be requested to vote on (1) the Asset Sale (as defined below) and the Second Step Transaction (as defined below) (collectively, the "Asset Sale Resolutions"), (2) the appointment of the liquidator following the consummation of the Asset Sale and subject to the Compulsory Acquisition Threshold (as defined below) not having been achieved, (3) the appointment of directors designated by Purchaser to the NXP Board and (4) other matters contemplated by the Purchase Agreement.

Following the Acceptance Time in accordance with the Purchase Agreement, Purchaser will provide for a subsequent offering period of at least 10 business days in accordance with Rule 14d-11 under the Exchange Act (the "Subsequent Offering Period"). In the event that prior to the expiration of the Subsequent Offering Period, Purchaser elects to effectuate the Asset Sale and, following such Asset Sale, the Second Step Transaction and the Second Step Distribution (as defined below), on the one hand, or the Asset Sale and the Compulsory Acquisition (as defined below), on the other hand, Purchaser will extend the Subsequent Offering Period for at least five business days. **Under no circumstances will interest be paid on the Offer Consideration paid pursuant to the Offer, regardless of any extension of the Offer, the Subsequent Offering Period, or any delay in making payment for Shares.**

As promptly as practicable following the closing of the Subsequent Offering Period, Purchaser intends to complete a corporate reorganization of NXP and its subsidiaries (the "Post-Closing Reorganization"). The Post-Closing Reorganization will utilize processes available to Purchaser under Dutch law to ensure that (a) Purchaser becomes the owner of all of NXP's business operations from and after the consummation of the Post-Closing Reorganization and (b) any NXP shareholders who do not tender their Shares pursuant to the Offer (or during the Subsequent Offering Period) are offered or receive the same consideration for their Shares as those shareholders who tendered their Shares pursuant to the Offer (or during the Subsequent Offering Period), without interest and less applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*)) (provided, however, that in the Compulsory Acquisition, while Purchaser will request, and it is expected that, the per Share price paid in the Compulsory Acquisition be equal to the Offer Consideration, the Dutch Court (as defined below) has sole discretion to determine the price to be paid for the Shares, which may be greater, equal to or less than the Offer Consideration), with such price being increased by the statutory interest rate applicable in The Netherlands (currently two percent per annum) for the period beginning on the date the number of Shares owned by Purchaser and its affiliates represents at least 95% of the then outstanding Shares and ending on the date Purchaser pays for the Shares then owned by the non-tendering NXP shareholders. As a result of the Post-Closing Reorganization, NXP will either be liquidated or become wholly owned by Purchaser.

Purchaser intends to, or intends to cause its designee to, subject to the approval of the Asset Sale Resolutions by the NXP shareholders at the EGM, (a) initiate the Post-Closing Reorganization by means of a sale of all or substantially all of the assets of NXP to, and the transfer to of assumption of all or substantially all the liabilities of NXP by, Purchaser or its designee (the "Asset Sale") and (b) following the consummation of the Asset Sale, depending on the percentage of the outstanding Shares held by Purchaser and its affiliates as of the closing of the Subsequent Offering Period, complete the Post-Closing Reorganization by either the Second Step Transaction or the Compulsory Acquisition.

If the number of Shares tendered pursuant to the Offer and not properly withdrawn (including Shares validly tendered during the Subsequent Offering Period), together with the Shares then owned by Purchaser and its affiliates, represents fewer than 95% but at least 80% of the then outstanding Shares, the consideration paid by Purchaser to NXP in the Asset Sale would be a combination of cash (in an aggregate amount equal to the Offer Consideration multiplied by the total number of Shares held by non-tendering NXP shareholders as of the expiration of the Subsequent Offering Period) and a note payable (in an aggregate amount equal to the Offer Consideration multiplied by the total number of Shares held by Purchaser and its affiliates as of the expiration of the Subsequent Offering Period) and, upon consummation of the Asset Sale, (a) NXP will hold only the cash and the note received in the Asset Sale, (b) Purchaser would own all of NXP's business operations and would be the principal shareholder in NXP and (c) the non-tendering NXP shareholders would continue to own Shares representing, in the aggregate, a minority of the Shares then outstanding. Purchaser would then complete the Post-Closing Reorganization by causing NXP to be dissolved and liquidated in accordance with applicable Dutch procedures (the "Second Step Transaction"), with Purchaser providing an indemnity or guarantee to the liquidator for any deficit in the estate of NXP to enable the liquidator to make an advance distribution in cash (the "Second Step Distribution") to each non-tendering NXP shareholder in an amount equal to the Offer Consideration, without interest and less applicable withholding taxes (including Dutch dividend withholding tax (*dividendbelasting*)), for each Share then owned.

If the number of Shares tendered pursuant to the Offer and not properly withdrawn (including Shares validly tendered during the Subsequent Offering Period), together with the Shares then owned by Purchaser and its affiliates, represents fewer than 100% but at least 95% of the then outstanding Shares (the "Compulsory Acquisition Threshold"), the consideration paid by Purchaser to NXP in the Asset Sale would be a note payable in an aggregate amount equal to the Offer Consideration multiplied by the total number of Shares outstanding as of the expiration of the Subsequent Offering Period and, upon consummation of the Asset Sale, (a) NXP will hold only the note received in the Asset Sale, (b) Purchaser would own all of NXP's business operations and would be the principal shareholder in NXP and (c) the non-tendering NXP shareholders would continue to own Shares representing, in the aggregate, a minority of the Shares then outstanding. Purchaser would then complete the Post-Closing Reorganization by commencing a statutory proceeding before the Enterprise Chamber (*Ondernemingskamer*) of the Amsterdam Court of Appeals (*Gerechtshof Amsterdam*) (the "Dutch Court") for the compulsory acquisition (*uitkoopprocedure*) (the "Compulsory Acquisition") of Shares held by non-tendering NXP shareholders in accordance with Section 2:92a or Section 2:201a of the Dutch Civil Code. While Purchaser will request, and it is expected that, the per Share price paid in the Compulsory Acquisition be equal to the Offer Consideration, the Dutch Court has sole discretion to determine the per Share price, which may be greater, equal to or less than the Offer Consideration, with such price being increased by the statutory interest rate applicable in The Netherlands (currently two percent per annum) for the period beginning on the date the number of Shares owned by Purchaser and its affiliates represents at least 95% of the then outstanding Shares and ending on the date Purchaser pays for the Shares then owned by the non-tendering NXP shareholders. Upon execution (*tenuitvoerlegging*) of the Dutch Court's ruling in the Compulsory Acquisition, each non-tendering NXP shareholder will receive the Dutch Court-determined per Share price and Purchaser will become the sole shareholder of NXP.

The applicable withholding taxes (including Dutch dividend withholding tax(*dividendbelasting*)) and other taxes, if any, imposed on NXP shareholders in respect of the Second Step Distribution may be different from, and greater than, the taxes imposed upon such NXP shareholders had they tendered their Shares pursuant to the Offer (or during the Subsequent Offering Period) or if their Shares had been acquired by Purchaser in the Compulsory Acquisition.

The Offer is conditioned upon, among other things, (a) the absence of a termination of the Purchase Agreement in accordance with its terms and (b) the satisfaction or waiver (to the extent permitted by the Purchase Agreement and applicable law) of the following as of the scheduled Expiration Time: (i) the Minimum Condition, (ii) the Antitrust Clearance Condition, (iii) the Restraints Condition, (iv) the Pre-Closing Reorganization Condition and (v) the Material Adverse Effect Condition, each as defined below.

The "Minimum Condition" requires that there have been validly tendered pursuant to the Offer and not properly withdrawn a number of Shares (excluding Shares tendered pursuant to guaranteed delivery procedures that have not yet been delivered in settlement or satisfaction of such guarantee prior to the Expiration Time) that, together with the Shares then owned by Purchaser and its affiliates, represents at least 95% of the outstanding Shares as of the Expiration Time, provided that (x) if NXP shareholders at the EGM approve the Asset Sale Resolutions, the required threshold will be reduced to 80% and (y) Purchaser, with NXP's prior written consent (not to be unreasonably withheld conditioned or delayed), may reduce the required threshold to a percentage not less than 70%.

The "Antitrust Clearance Condition" requires (i) the expiration or termination of any applicable waiting period (and extensions thereof) applicable to the Offer and the other transactions contemplated by the Purchase Agreement under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and Council Regulation (EC) No. 139/2004 of the European Union, as amended (the "EU Merger Regulation"), (ii) the receipt of all required clearances or approvals under other applicable regulatory or antitrust laws and (iii) that any such clearances or approvals will not impose a condition or require a remedy that Purchaser is not required to accept pursuant to the Purchase Agreement.

The "Restraints Condition" requires that there is not in effect any law, regulation, order, or injunction entered, enacted, promulgated, enforced or issued by any court or other governmental authority of competent jurisdiction (i) prohibiting, rendering illegal or enjoining the consummation of the transactions contemplated by the Purchase Agreement or (ii) imposing a condition or requiring a remedy that Purchaser is not required to accept pursuant to the Purchase Agreement.

The "Pre-Closing Reorganization Condition" requires that certain NXP internal reorganization steps and related dispositions are completed in all material respects as of the Expiration Time.

The "Material Adverse Effect Condition" requires that no fact, change, event, development, occurrence or effect has occurred following the date of the Purchase Agreement that, individually or in the aggregate, would have or reasonably be expected to have a Company Material Adverse Effect (as defined in the Purchase Agreement).

Any extension of the Offer will be followed by a public announcement of the extension no later than 9:00 a.m., New York City time, on the next business day after the day on which the Offer was otherwise scheduled to expire. Without limiting the manner in which Purchaser may choose to make any public announcement, it currently intends to make announcements regarding the Offer by issuing a press release and making an appropriate filing with the SEC.

Subject to the applicable rules and regulations of the SEC, Purchaser expressly reserves the right at any time prior to the Expiration Time to waive, in whole or in part, any condition to the Offer and to make any change in the terms of or conditions to the Offer. However, Purchaser will not (without the prior written consent of NXP): (a) waive or change the Minimum Condition (except to the extent permitted under the Purchase Agreement); (b) decrease the Offer Consideration; (c) change the form of consideration to be paid in the Offer; (d) decrease the number of Shares sought in the Offer; (e) extend or otherwise change the Expiration Time except as provided in the Purchase Agreement; or (f) impose additional conditions to the Offer or otherwise amend, modify or supplement any of the conditions to the Offer or terms of the Offer in a manner adverse to NXP shareholders.

Subject to the satisfaction or waiver by Purchaser (to the extent such waiver is permitted by applicable law and the terms of the Purchase Agreement) of all the conditions to the Offer, set forth the Offer to Purchase, Purchaser will, promptly after the Expiration Time (but in any event within two business days of the Expiration Time), accept for payment all Shares validly tendered pursuant to the Offer and not properly withdrawn and, promptly after the Acceptance Time (but in any event within three business days of the Acceptance Time), pay for all such Shares. During the Subsequent Offering Period, Purchaser will immediately accept for payment and promptly pay for all additional Shares tendered during such Subsequent Offering Period, subject to and in compliance with the requirements of Rule 14d-11(e) under the Exchange Act. Subject to compliance with Rule 14e-1(c) under the Exchange Act, Purchaser expressly reserves the right to delay payment for Shares in order to comply in whole or in part with any applicable law, including, without limitation, the HSR Act, the EU Merger Regulation and any other applicable foreign antitrust, competition or merger control laws.

In all cases, Purchaser will pay for Shares tendered and accepted for payment pursuant to the Offer only after timely receipt by the Depositary of (a) for record holders

who hold uncertificated Shares in book-entry form on the books of NXP's transfer agent, (i) the Letter of Transmittal, properly completed and duly executed, and (ii) any other documents required by the Letter of Transmittal and (b) for holders whose Shares are held in "street" name and which are being tendered by book-entry transfer, (i) confirmation of a book-entry transfer of such Shares ("Book-Entry Confirmation") into the Depositary's account at The Depository Trust Company (the "Book-Entry Transfer Facility") pursuant to the procedures set forth in the Offer to Purchase, (ii) the Letter of Transmittal, properly completed and duly executed, with any required signature guarantees, or an agent's message in lieu of a Letter of Transmittal and (iii) any other documents required by the Letter of Transmittal. Accordingly, tendering shareholders may be paid at different times depending upon when the foregoing documents with respect to Shares are actually received by the Depositary. Under no circumstances will interest be paid on the Offer Consideration paid pursuant to the Offer, regardless of any extension of the Offer, the Subsequent Offering Period, or any delay in making payment for Shares.

For purposes of the Offer, Purchaser will be deemed to have accepted for payment, and thereby purchased, Shares validly tendered pursuant to the Offer and not properly withdrawn as, if and when Purchaser gives oral or written notice to the Depositary of Purchaser's acceptance for payment of such Shares pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the Offer Consideration for such Shares with the Depositary, which will act as paying agent for tendering shareholders for the purpose of receiving payments from us and transmitting such payments to tendering shareholders whose Shares have been accepted for payment. If Purchaser extends the Offer, is delayed in its acceptance for payment of Shares or is unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to Purchaser's rights under the Offer and the Purchase Agreement, the Depositary may retain tendered Shares on Purchaser's behalf, and such Shares may not be withdrawn except to the extent that tendering shareholders are entitled to withdrawal rights as described in the Offer to Purchase, and as otherwise required by Rule 14e-1(c) under the Exchange Act.

If any tendered Shares are not accepted for payment for any reason pursuant to the terms and conditions of the Offer, such unpurchased Shares will be returned, without expense to the tendering shareholder (or, in the case of Shares tendered by book-entry transfer into the Depositary's account at the Book-Entry Transfer Facility pursuant to the procedure set forth in the Offer to Purchase, such Shares will be credited to an account maintained at the Book-Entry Transfer Facility), promptly following the expiration or termination of the Offer.

Shares tendered pursuant to the Offer may be properly withdrawn at any time prior to the Expiration Time and, unless theretofore accepted for payment by Purchaser pursuant to the Offer, may also be withdrawn at any time after January 17, 2017, which is the 60th day after the date of the commencement of the Offer.

For a withdrawal to be effective, a written, telegraphic or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover page of the Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of such Shares, if different from that of the person who tendered such Shares. If Shares have been tendered pursuant to the procedure for book-entry transfer as set forth in the Offer to Purchase, any notice of withdrawal must also specify the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares.

Withdrawals of Shares may not be rescinded. Any Shares properly withdrawn will thereafter be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be re-tendered by again following one of the procedures described in the Offer to Purchase, at any time prior to the Expiration Time.

No withdrawal rights will apply to Shares tendered during the Subsequent Offering Period and no withdrawal rights will apply during the Subsequent Offering Period with respect to Shares tendered in the Offer and accepted for payment.

Purchaser will determine, in its sole discretion, all questions as to the form and validity (including time of receipt) of any notice of withdrawal. Purchaser also reserves the absolute right to waive any defect or irregularity in the withdrawal of any Shares by any particular shareholder, regardless of whether or not similar defects or irregularities are waived or not waived in the case of other shareholders. None of Purchaser, the Depositary, the Information Agent (as defined below) or any other person will be under any duty to give notice of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification. Any determinations made by us with respect to the terms and conditions of the Offer may be challenged by NXP shareholders, to the extent permitted by law, and are subject to review by a court of competent jurisdiction.

The information required to be disclosed by paragraph (d)(1) of Rule 14d-6 of the General Rules and Regulations under the Exchange Act is contained in the Offer to Purchase and is incorporated herein by reference.

NXP has provided Purchaser with NXP's shareholder list and security position listings for the purpose of disseminating the Offer to Purchase, the related Letter of Transmittal and other related materials to NXP shareholders. The Offer to Purchase and the Letter of Transmittal, together with the Schedule 14D-9, will be mailed to record holders of Shares whose names appear on NXP's shareholder list and will be furnished, for subsequent transmittal to beneficial owners of Shares, to brokers, dealers, commercial banks, trust companies and other nominees whose names, or the names of whose nominees, appear on the shareholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

Each holder of Shares should consult with its tax advisor as to the particular tax consequences to such holder of exchanging Shares for cash in the Offer or the Post-Closing Reorganization. See the Offer to Purchase for a more detailed discussion of the tax treatment of the Offer.

The Offer to Purchase and the Letter of Transmittal contain important information and you should read both carefully and in their entirety before making a decision with respect to the Offer.

Questions and requests for assistance may be directed to Innisfree M&A Incorporated, the information agent for the Offer (the "Information Agent") at its address and telephone numbers set forth below. Requests for copies of the Offer to Purchase, the related Letter of Transmittal, and the Notice of Guaranteed Delivery may be directed to the Information Agent. Such copies will be furnished promptly at Purchaser's expense. Shareholders may also contact brokers, dealers, commercial banks or trust companies for assistance concerning the Offer. Purchaser will not pay any fees or commissions to any broker or dealer or any other person (other than the Information Agent or the Depositary) for soliciting tenders of Shares pursuant to the Offer.

The Information Agent for the Offer is:

501 Madison Avenue, 20th Floor
New York, New York 10022
Stockholders may call toll free: (888) 750-5834
Banks and Brokers may call collect: (212) 750-5833

November 18, 2016

Exhibit (a)(5)(C)

Qualcomm Commences Cash Tender Offer for All Outstanding Shares of NXP

SAN DIEGO – November 18, 2016 – Qualcomm Incorporated (NASDAQ: QCOM) today announced that Qualcomm River Holdings B.V., an indirect wholly owned subsidiary of Qualcomm, has commenced the previously announced tender offer for all of the outstanding common shares of NXP Semiconductors N.V. (NASDAQ: NXPI) at a price of $110.00 per share, less any applicable withholding taxes and without interest, to the holders thereof and payable in cash. The tender offer is being made pursuant to the Purchase Agreement, dated as of October 27, 2016, by and between Qualcomm River Holdings B.V. and NXP.

A tender offer statement on Schedule TO that includes the Offer to Purchase and related Letter of Transmittal that set forth the complete terms and conditions of the tender offer will be filed today with the U.S. Securities and Exchange Commission by Qualcomm River Holdings B.V. Additionally, NXP will file with the SEC a solicitation/recommendation statement on Schedule 14D-9 today that includes the recommendation of NXP's board of directors that NXP shareholders tender their shares in the tender offer.

The tender offer will expire at 5:00 p.m., New York City time, on February 6, 2017, unless extended or earlier terminated, in each case pursuant to the terms of the Purchase Agreement.

The tender offer is not subject to any financing condition. The completion of the tender offer is conditioned upon, among other things, satisfaction of a minimum tender condition and the receipt of regulatory approvals in various jurisdictions.

Copies of the tender offer documents are available free of charge 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), and, when they become available, at the website maintained by the SEC at www.sec.gov. American Stock Transfer & Trust Company, LLC is acting as depositary for the tender offer.

About Qualcomm

Qualcomm Incorporated (NASDAQ: QCOM) is a world leader in 3G, 4G and next-generation wireless technologies. Qualcomm Incorporated includes Qualcomm's licensing business, QTL, and the vast majority of its patent portfolio. Qualcomm Technologies, Inc., a subsidiary of Qualcomm Incorporated, operates, along with its subsidiaries, substantially all of Qualcomm's engineering, research and development functions, and substantially all of its products and services businesses, including its semiconductor business, QCT. For more than 30 years, Qualcomm ideas and inventions have driven the evolution of digital communications, linking people everywhere more closely to information, entertainment and each other. For more information, visit Qualcomm's website, OnQ blog, Twitter and Facebook pages.

About NXP

NXP Semiconductors N.V. (NASDAQ:NXPI) enables secure connections and infrastructure for a smarter world, advancing solutions that make lives easier, better and safer. As the world leader in secure connectivity solutions for embedded applications, NXP is driving innovation in the secure connected vehicle, end-to-end security & privacy and smart connected solutions markets. Built on more than 60 years of combined experience and expertise, the company has 44,000 employees in more than 35 countries and posted revenue of $6.1 billion in 2015. Find out more at www.nxp.com.

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. On the commencement date of the tender offer, a tender offer statement on Schedule TO, including an offer to purchase, a letter of transmittal and related documents, will be filed with the United States Securities and Exchange Commission (the "SEC") by Qualcomm River Holdings B.V. ("Buyer"), a subsidiary of Qualcomm Incorporated ("Qualcomm"), and a solicitation/recommendation statement on Schedule 14D-9 will be filed with the SEC by NXP. The offer to purchase common shares of NXP will only be made pursuant to the offer to purchase, the letter of transmittal and related documents filed as a part of the Schedule TO. THE TENDER OFFER MATERIALS (INCLUDING AN OFFER TO PURCHASE, A RELATED LETTER OF TRANSMITTAL AND CERTAIN OTHER TENDER OFFER DOCUMENTS) AND THE SOLICITATION/RECOMMENDATION STATEMENT ON SCHEDULE 14D-9 WILL CONTAIN IMPORTANT INFORMATION. SHAREHOLDERS OF NXP ARE URGED TO READ THESE DOCUMENTS CAREFULLY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL 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 (when available) 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 (when they become available) 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.

Contacts

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1-858-658-4813
ir@qualcomm.com

Media:
Clare Conley, Media Relations
1-858-845-5959
corpcomm@qualcomm.com

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Exhibit (b)(1)

EXECUTION VERSION

GOLDMAN SACHS BANK USA
GOLDMAN SACHS LENDING PARTNERS LLC
200 West Street
New York, New York 10282-2198

JPMORGAN CHASE BANK, N.A.
383 Madison Avenue
New York, New York 10179

PERSONAL AND CONFIDENTIAL

October 27, 2016

QUALCOMM Incorporated
5775 Morehouse Drive
San Diego, California 92121

Attention: David Wise
Senior Vice President and Treasurer

Project River
364-Day Bridge Loan Facility Commitment Letter

Ladies and Gentlemen:

Goldman Sachs Bank USA ("**Goldman Sachs**"), Goldman Sachs Lending Partners LLC ("**GS Lending Partners**") and JPMorgan Chase Bank, N.A. ("**JPMorgan**" and, together with Goldman Sachs, GS Lending Partners and each Lender (as defined in Annex B) that becomes a party to this Commitment Letter as an additional "Commitment Party" pursuant to Section 3 hereof, collectively, the "**Commitment Parties,**" "**we**" or "**us**") are pleased to confirm the arrangements under which (i) Goldman Sachs and JPMorgan are exclusively authorized by QUALCOMM Incorporated (the "**Borrower**" or "**you**") to act as joint lead arrangers and joint bookrunners, (ii) Goldman Sachs is exclusively authorized by you to act as sole administrative agent in connection with, and (iii) each Commitment Party commits to provide the financing for, certain transactions described herein, in each case on the terms and subject to the conditions set forth in this letter and the attached Annexes A, B and C hereto (collectively, this "**Commitment Letter**").

You have informed us that the Borrower, through a wholly-owned subsidiary ("**Buyer**"), intends to acquire all of the outstanding equity interests (including, without limitation, upon dissolution of the Target (as defined below) following the acquisition of equity interests of the Target representing at least the Asset Sale Threshold referenced in the Acquisition Agreement (as defined below) of the outstanding equity interests of the Target) (the "**Acquisition**") of an entity previously identified to us and codenamed "River" (the "**Target**", and together with its subsidiaries, the "**Acquired Business**") pursuant to a purchase agreement (including the exhibits, schedules and all related documents, collectively the "**Acquisition Agreement**") to be entered into by Buyer and the Target. The Acquisition will be effected through (i) the purchase of shares of common stock of the Target by Buyer in the Offer (as defined in the Acquisition Agreement) on the Closing Date (as defined in Annex B hereto) and (ii) as promptly as practical following the closing of the Subsequent Offering Period (as defined in the Acquisition Agreement), the implementation of the Post-Offer Reorganization (as defined in the Acquisition Agreement), with the result that the Target will be a direct or indirect wholly-owned subsidiary of the Borrower. You have also informed us that the Acquisition and related transaction fees and expenses are

expected to be financed, in part, from a combination of the following: (i) existing liquidity sources, including available cash of the Borrower, (ii) the issuance by the Borrower of senior unsecured notes (the "**Notes**") pursuant to one or more registered public offerings or Rule 144A or other private placements in an aggregate principal amount of up to $9,622.0 million, and (iii) the borrowings by the Borrower of loans under a senior unsecured delayed draw term loan facility in an aggregate principal amount of up to $4,000.0 million (the "**Term Loan Facility**", the loans thereunder the "**Term Loans**" and, together with the Notes, the "**Permanent Financing**") or, to the extent the Borrower does not issue and borrow the Permanent Financing on or before the time the Acquisition is consummated, borrowings by the Borrower of loans (the "**Bridge Loans**") under a senior unsecured 364-day bridge loan facility in an aggregate principal amount up to $13,622.0 million (the "**Bridge Facility**") comprised of (a) a $9,622.0 million tranche ("**Tranche 1**"), which Tranche 1 may be borrowed in lieu of the Notes and to backstop the net cash proceeds the Acquired Business is anticipated to receive in connection with the Specified Asset Sale (as defined on Annex B), and (b) a $4,000.0 million tranche ("**Tranche 2**" and, each of Tranche 1 and Tranche 2, a "**Tranche**"), which Tranche 2 may be borrowed in lieu of the Term Loans, in each case having the terms set forth on Annex B (the transactions referred to in this sentence are collectively referred to herein as the "**Transactions**").

1. Commitments; Titles and Roles.

(i) Goldman Sachs and JPMorgan are pleased to confirm their respective agreement to act, and you hereby appoint each of Goldman Sachs and JPMorgan to act, as joint lead arrangers and joint bookrunners (each an "**Arranger**" and, collectively, the "**Arrangers**") and (ii) Goldman Sachs is pleased to confirm its agreement to act, and you hereby appoint Goldman Sachs to act, as sole administrative agent (the "**Administrative Agent**"), in each case for the Bridge Facility. Goldman Sachs is pleased to commit, severally and not jointly, to provide the Borrower (i) $2,500.0 million of Tranche 1 of the Bridge Facility and (ii) $0.0 million of Tranche 2 of the Bridge Facility, GS Lending Partners is pleased to commit, severally and not jointly, to provide the Borrower (i) $2,311.0 million of Tranche 1 of the Bridge Facility and (ii) $2,000.0 million of Tranche 2 of the Bridge Facility, and JPMorgan is pleased to commit, severally and not jointly, to provide the Borrower (i) $4,811.0 million of Tranche 1 of the Bridge Facility and (ii) $2,000.0 million of Tranche 2 of the Bridge Facility; *provided* that, the amount of each Tranche of the Bridge Facility and the aggregate commitment of the Commitment Parties hereunder for such Tranche shall be automatically reduced on a pro rata basis (or allocated between any affiliated Commitment Parties as they and the Arrangers may otherwise determine) within such Tranche at any time on or after the date hereof, in each case as set forth in the section titled "Mandatory Prepayments/Commitment Reductions" in Annex B hereto. It is further agreed that Goldman Sachs will appear on the top left of the cover page of any marketing materials for the Bridge Facility, and will hold the roles and responsibilities conventionally understood to be associated with such name placement, including primary syndication responsibilities and communications to the market with respect to the Bridge Facility. The Borrower agrees that JPMorgan may perform its responsibilities hereunder through its affiliate, J.P. Morgan Securities LLC. Our fees for our commitment and for services related to the Bridge Facility are set forth in a separate arranger fee letter (the "**Arranger Fee Letter**") entered into by the Borrower, Goldman Sachs, GS Lending Partners and JPMorgan on the date hereof and a separate administrative agent fee letter entered into by the Borrower and Goldman Sachs on the date hereof (the "**Agent Fee Letter**" and, together with the Arranger Fee Letter, the "**Fee Letters**"). No additional agents, co-agents or arrangers will be appointed, no other titles awarded and no compensation (except as set forth in this Commitment Letter) will be paid in order to obtain commitments in connection with the Bridge Facility, unless you and we shall so agree.

2. Conditions Precedent.

The Commitment Parties' respective commitments and agreements are subject only to (i) the execution and delivery of appropriate definitive loan documents relating to the Bridge Facility including, without limitation, a bridge loan agreement (the "**Bridge Loan Agreement**") and other related definitive documents (collectively, the "**Loan Documents**") that are substantially consistent with the terms set forth in this Commitment Letter and are otherwise acceptable to us and you, (ii) the Borrower having engaged, not later than the date of the Borrower's acceptance of this Commitment Letter, one or more investment and/or commercial banks satisfactory to us and you (collectively, the "**Financial Institution**") to arrange or place the Permanent Financing on terms and conditions reasonably satisfactory to us and (iii) the conditions set forth in Annex C hereto. Notwithstanding anything in this Commitment Letter, the Fee Letters, the Loan Documents or any other letter agreement or other undertaking concerning the financing of the transactions contemplated hereby to the contrary, the only conditions to availability of the Bridge Facility on the Closing Date are set forth in this Section 2 and in Annex C hereto (collectively, the "**Funding Conditions**"); it being understood that there are no conditions (implied or otherwise) to the commitments hereunder (including compliance with the terms of the Commitment Letter, the Fee Letters, the Loan Documents or otherwise) other than the Funding Conditions (and upon satisfaction or waiver of the Funding Conditions, the funding duly requested by the Borrower under the Bridge Facility on the Closing Date shall occur).

Notwithstanding anything in this Commitment Letter to the contrary, (a) the only representations relating to the Acquired Business or the Borrower the accuracy of which will be a condition to the availability of the Bridge Facility on the Closing Date will be (i) the representations made in the Acquisition Agreement as are material to the interests of the Lenders and the Commitment Parties (but only to the extent that the Borrower or its applicable affiliates have the right not to consummate the Acquisition, or to terminate their respective obligations (or otherwise do not have an obligation to close), under the Acquisition Agreement as a result of a failure of such representations in the Acquisition Agreement to be true and correct) (the "**Acquisition Representations**") and (ii) the Specified Representations (as defined below), and (b) the terms of the documentation for the Bridge Facility will be such that they do not impair the availability of the Bridge Facility on the Closing Date if the conditions set forth herein and in Annex C hereto are satisfied (it being understood that nothing in the preceding clause (a) will be construed to limit the applicability of the individual conditions set forth in this Section 2 or in Annex C hereto). As used herein, "**Specified Representations**" means representations made by the Borrower and the Guarantors in the Loan Documents relating to incorporation or formation; organizational power and authority to enter into the Loan Documents; due execution, delivery and enforceability of the Loan Documents; solvency as of the Closing Date of the Borrower and its subsidiaries on a consolidated basis after giving effect to the Transactions (solvency to be defined in a manner consistent with Schedule I to Annex C hereto); no conflicts of the Loan Documents with laws, charter documents or agreements with respect to indebtedness of the Borrower or its subsidiaries (after giving effect to the Acquisition) in a committed or outstanding principal amount of $400 million or more (each a "**Material Debt Instrument**") (which representation shall not be subject to a "material adverse effect" qualifier); the Borrower's audited financial statements filed prior to the date hereof for the fiscal year ended September 27, 2015 fairly present in all material respects in accordance with GAAP the consolidated financial position of the Borrower and its subsidiaries as at such date and their consolidated results of operation for the period then ended; Federal Reserve margin regulations; the Investment Company Act; OFAC and other sanctions laws, the Patriot Act (as defined below) and other anti-terrorism laws, FCPA and other anti-corruption laws; and use of proceeds.

3. Syndication.

The Arrangers shall promptly after the date hereof syndicate the Bridge Facility to the Lenders (as defined in Annex B hereto), and you acknowledge and agree that the commencement of syndication shall occur in

the discretion of the Arrangers. The selection of the Lenders (a) from the date hereof until 45 days following the date hereof (the "**Initial Syndication Period**"), shall be made jointly by the Arrangers and the Borrower in accordance with the syndication plan (the "**Syndication Plan**") for the Bridge Facility agreed to by the Borrower and the Arrangers prior to the date hereof and (b) following the Initial Syndication Period, if and for so long as a Successful Syndication (as defined in the Arranger Fee Letter) has not been achieved, shall be made by the Arrangers in consultation with the Borrower. The Arrangers will lead the syndication, including determining the timing of all offers to potential Lenders, any title of agent or similar designations or roles awarded to any Lender and the acceptance of commitments, the amounts offered, the final commitment allocations and the compensation provided to each Lender from the amounts to be paid to the Commitment Parties pursuant to the terms of this Commitment Letter and the Arranger Fee Letter; *provided*, that (x) during the Initial Syndication Period, all such determinations shall be made jointly by the Arrangers and the Borrower in accordance with the Syndication Plan and (y) following the Initial Syndication Period, such determinations shall be made by the Arrangers in consultation with the Borrower. The respective commitments of Goldman Sachs, GS Lending Partners and JPMorgan hereunder with respect to each Tranche of the Bridge Facility shall be reduced pro rata within such Tranche dollar-for-dollar (and with respect to the commitments of Goldman Sachs and GS Lending Partners, allocated between them as they shall determine) as and when commitments for such Tranche of the Bridge Facility are received from Lenders to the extent that each such Lender which has been selected pursuant to the syndication process set forth above becomes (i) party to this Commitment Letter as an additional "Commitment Party" pursuant to a joinder agreement or other documentation in form and substance reasonably satisfactory to us and you (a "**Joinder Agreement**") or (ii) party to the Bridge Loan Agreement as a "Lender" thereunder;*provided further*, *however*, with respect to any syndication of any portion of the commitments as set forth above other than to a Lender which either (x) is set forth in the Syndication Plan or the Borrower has otherwise approved in writing (after the Initial Syndication Period, such approval not to be unreasonably withheld, delayed or conditioned) or (y) after the Initial Syndication Period, is a commercial or investment bank whose long-term senior unsecured debt is rated investment grade either by Moody's (as defined below) or S&P (as defined below) upon first becoming party to this Commitment Letter or the Bridge Loan Agreement, the Commitment Parties shall not be relieved, released or novated from their respective obligations hereunder with respect to such portion of their commitments until the funding on the Closing Date has occurred. The parties hereto agree to cooperate in good faith to execute and deliver one or more Joinder Agreements promptly upon the selection of, and allocation of commitments to, the Lenders by the Arrangers in consultation with you, but subject to (to the extent applicable) your consent, approval and other rights as set forth above. The Borrower agrees to use commercially reasonable efforts to ensure that the Arrangers' syndication efforts benefit materially from the existing lending relationships of the Borrower and its subsidiaries and, to the extent practical and appropriate (and not in contravention of the Acquisition Agreement) of the Acquired Business. To facilitate an orderly and Successful Syndication of the Bridge Facility, you agree that, until the earliest of (x) the termination of the syndication by the Arrangers, (y) the date a Successful Syndication is achieved and (z) 60 days following the Closing Date (such earliest date, the "**Syndication Date**"), the Borrower will not, and the Borrower will use commercially reasonable efforts (to the extent not in contravention of the Acquisition Agreement) to ensure that the Acquired Business will not, syndicate, incur or issue, attempt to syndicate, incur or issue, announce or authorize the announcement of the syndication, incurrence or issuance of any debt facility or any debt security of the Borrower or any of its subsidiaries or of the Acquired Business that would reasonably be expected to materially impair the syndication of the Bridge Facility as determined by the Arrangers, including any renewals or refinancings of any existing debt facility or debt security (other than (a) the Bridge Facility, (b) the Permanent Financing, (c) with respect to the Acquired Business, indebtedness permitted to be incurred pursuant to the terms of the Acquisition Agreement, (d) any Excluded Debt (as defined in Annex B hereto) (other than Excluded Debt described in clause (v) of the definition thereof), (e) long-term indebtedness in an aggregate principal amount of up to $2.0 billion for the refinancing of the Borrower's commercial paper program and (f) indebtedness in an aggregate principal amount of up to $1.0 billion for share repurchases), without the prior written consent of the Arrangers (such consent not to be unreasonably withheld).

Until the Syndication Date, the Borrower agrees to cooperate with the Arrangers and agrees to use commercially reasonable efforts to cause the Acquired Business to cooperate with the Arrangers (but in all instances subject to, and not in contravention of, the terms of the Acquisition Agreement), in connection with (i) the preparation of one or more customary information packages for the Bridge Facility regarding the business, operations, financial projections and prospects of the Borrower and the Acquired Business (collectively, the "**Confidential Information Memorandum**"), including, without limitation, all information relating to the transactions contemplated hereunder prepared by or on behalf of the Borrower or the Acquired Business reasonably deemed necessary by the Arrangers to complete the syndication of the Bridge Facility, (ii) using commercially reasonable efforts to obtain prior to the launch of general syndication updated ratings of the Borrower's senior unsecured indebtedness from Moody's Investor Services, Inc. ("**Moody's**") and from S&P Global Inc. ("**S&P**"), in each case taking into account the Transactions, (iii) the presentation of one or more information packages for the Bridge Facility in format and content reasonably acceptable to the Arrangers and the Borrower (collectively, the "**Lender Presentation**") in meetings at times and locations to be mutually agreed upon and other communications with prospective Lenders or agents in connection with the syndication of the Bridge Facility and (iv) arranging for direct contact between senior management and representatives, with appropriate seniority and expertise, of the Borrower with prospective Lenders (and the use of commercially reasonable efforts to ensure direct contact between senior management and representatives, with appropriate seniority and expertise, of the Acquired Business with prospective Lenders (consistent with the terms of the Acquisition Agreement)) and participation of such persons in meetings at reasonable times and locations mutually agreed upon. Without limiting your obligations to assist with syndication efforts as set forth herein, it is understood that each Commitment Party's commitments hereunder are not subject to or conditioned upon syndication of, or receipt of commitments in respect of the Bridge Facility, and notwithstanding anything to the contrary contained in this Commitment Letter, the Fee Letters or the Loan Documents neither the commencement nor completion of the syndication of the Bridge Facility nor the obtainment of ratings shall constitute a condition to the availability of the Bridge Facility on the Closing Date. It is also understood that the Borrower will not be required to provide any information to the extent that the provision thereof would violate (i) any attorney-client privilege or (ii) law, rule or regulation applicable to the Borrower, the Acquired Business or your or their respective affiliates or (iii) any obligation of confidentiality from a third party binding on you, the Acquired Business or your or their respective affiliates (so long as (x) such confidentiality obligation was not entered into in contemplation of the Transactions and (y) you provide the Commitment Parties notice of the existence of such confidentiality obligation (to the extent providing such notice will not violate such obligation of confidentiality)). The Borrower will be solely responsible for the contents of any such Confidential Information Memorandum and Lender Presentation (other than, in each case, any information contained therein of a general economic or industry-specific nature or that has been provided for inclusion therein by the Commitment Parties solely to the extent such information relates to the Commitment Parties) and all other information, documentation or materials delivered to the Commitment Parties in connection therewith (collectively, the "**Information**") and acknowledges that the Commitment Parties will be using and relying upon the Information without independent verification thereof. The Borrower agrees that Information regarding the Bridge Facility and Information provided by the Borrower, the Acquired Business or their respective representatives to any Commitment Party in connection with the Bridge Facility (including, without limitation, draft and execution versions of the Loan Documents, the Confidential Information Memorandum, the Lender Presentation, publicly filed financial statements, and draft or final offering materials relating to contemporaneous or prior securities issuances by the Borrower or the Acquired Business) may be disseminated to potential Lenders and other persons through one or more internet sites (including an IntraLinks, SyndTrak, Debtdomain or other electronic workspace (the "**Platform**")) created for purposes of syndicating the Bridge Facility or otherwise, in accordance with the

Arrangers' standard syndication practices, and you acknowledge that no Commitment Party nor any of its affiliates will be responsible or liable to you or any other person or entity for damages arising from the use by others of any Information or other materials obtained on the Platform, except to the extent such damages have resulted from the willful misconduct, bad faith or gross negligence of such Commitment Party or its affiliates (as determined by a court of competent jurisdiction in a final and non-appealable judgment).

The Borrower acknowledges that certain of the Lenders may be "public side" Lenders (i.e. Lenders that do not wish to receive material non-public information with respect to the Borrower, the Acquired Business or their respective affiliates or any of their respective securities) (each, a "**Public Lender**"). At the request of the Arrangers, the Borrower agrees to prepare an additional version of the Confidential Information Memorandum and the Lender Presentation to be used by Public Lenders that does not contain material non-public information concerning the Borrower, the Acquired Business, or their respective affiliates or securities. The information to be included in the additional version of the Confidential Information Memorandum will be substantially consistent with the information included in any offering memorandum for the offering for the Notes. It is understood that in connection with your assistance described above, you will provide a customary authorization letter to the Arrangers authorizing the distribution of the Information to prospective Lenders and containing a customary 10b-5 representation and a representation to the Commitment Parties, in the case of the public-side version, that such Information does not include material non-public information about the Borrower, the Acquired Business, or their respective affiliates or their respective securities, and the Confidential Information Memorandum shall exculpate us, the Borrower, the Acquired Business and their respective affiliates with respect to any liability related to the use or misuse of the content of the Confidential Information Memorandum. In addition, the Borrower will clearly designate as such all Information provided to any Commitment Party by or on behalf of the Borrower or the Acquired Business which is suitable to make available to Public Lenders. The Borrower acknowledges and agrees that the following documents may be distributed to all Lenders (including Public Lenders) (unless the Borrower notifies the Arrangers in writing (including by email) within a reasonable time prior to their intended distribution (after you have been given a reasonable opportunity to review such documents) that any such document should only be distributed to prospective private Lenders): (a) drafts and final versions of the Loan Documents and notes (if any); (b) administrative materials prepared by the Arrangers for prospective Lenders (such as a lender meeting invitation, allocations and funding and closing memoranda); and (c) term sheets and notification of changes in the terms of the Bridge Facility.

To the extent requested by either party, the parties hereto agree to negotiate in good faith and to use reasonable efforts to finalize, execute and deliver the Loan Documents (initial drafts of which shall be prepared by counsel to the Arrangers) as soon as practical following the date hereof.

In addition, the Borrower agrees to use commercially reasonable efforts (to the extent not in contravention of the Acquisition Agreement) to cause the Notes to be issued or placed on or prior to the Closing Date, which efforts will include, without limitation, (i) the preparation of a preliminary prospectus or preliminary offering memorandum or preliminary private placement memorandum suitable for use in a customary "road show" and which will be in a form that will enable the independent registered public accountants of the Borrower and the Acquired Business, as applicable, to render a customary "comfort letter" (including customary "negative assurances"), which offering document shall be delivered at the beginning of the period referred to in clause (ii) below, and (ii) the participation of senior management and representatives of the Borrower in a road show during the 15 consecutive business day period ending on the Closing Date; *provided* that (a) such period shall not include November 25, 2016; (b) if such period has not ended on or prior to December 16, 2016, it shall not commence before January 3, 2017; and (c) if such period has not ended on or prior to August 18, 2017, it shall not commence before September 5, 2017.

The Borrower also agrees to use commercially reasonable efforts (to the extent not in contravention of the Acquisition Agreement) to deliver to the Arrangers information of a type customarily provided by debtors that is necessary to prepare the Confidential Information Memorandum and to afford the Arrangers a period of at least 20 consecutive business days following the delivery of such information to syndicate the Bridge Facility; *provided* that (a) such period shall not include November 25, 2016 and (b) the foregoing 20 consecutive business day period shall not reset on account of the Borrower providing subsequent quarterly or annual financial statement to the Arrangers pursuant to paragraph 3 of Annex C to this Commitment Letter.

4. Information.

The Borrower represents and covenants that (i) all written or formally presented Information (other than projections and other forward-looking materials and information of a general economic or industry specific nature) provided directly or indirectly by the Acquired Business or the Borrower to the Commitment Parties or the Lenders in connection with the Transactions is and will be when furnished, when taken as a whole, complete and correct in all material respects and does not and will not contain when furnished, when taken as a whole, any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (in each case after giving effect to all supplements and updates provided thereto); *provided*, that such representation and covenant with respect to the Acquired Business and its representatives is made to the Borrower's knowledge; and (ii) the projections and other forward-looking information that have been or will be made available to the Commitment Parties or the Lenders by or on behalf of the Acquired Business or the Borrower in connection with the Transactions have been and will be prepared in good faith based upon assumptions that are believed by the preparer thereof to be reasonable at the time such financial projections are furnished to the Commitment Parties or the Lenders, it being understood and agreed that projections and other forward-looking information are as to future events and are not to be viewed as facts, are subject to significant uncertainties and contingencies, many of which are out of the Borrower's or Acquired Business' control, that no assurance can be given that any particular projections will be realized and that actual results during the period or periods covered by such projections may differ significantly from the projected results and such differences may be material. You agree that if at any time prior to the later of (i) the Closing Date and (ii) the Syndication Date, any of the representations in the preceding sentence would be incorrect in any material respect (to your knowledge insofar as it applies to the information concerning the Acquired Business) if the Information and projections were being furnished, and such representations were being made, at such time, then you will promptly supplement, or cause to be supplemented (and with respect to the Acquired Business, use commercially reasonably efforts to cause the Acquired Business to supplement), the Information and projections so that such representations will be correct in all material respects in light of the circumstances under which such statements are made (to your knowledge insofar as it applies to information regarding the Acquired Business). In arranging and syndicating the Bridge Facility, we will be entitled to use and rely on the Information and the projections without responsibility for independent verification thereof. We have no obligation to conduct any independent evaluation or appraisal of the assets or liabilities of you, the Acquired Business or any other party or to advise or opine on any related solvency issues. Notwithstanding the foregoing, it is understood that each Commitment Party's commitments hereunder are not subject to or conditioned upon the accuracy of the representations or compliance with the covenants set forth in this Section 4, and notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letters, the accuracy of such representations or the compliance with such covenants shall not constitute a condition to the availability of the Bridge Facility on the Closing Date or at any time thereafter.

5. Indemnification and Related Matters.

In connection with arrangements such as this, it is our firm's policy to receive indemnification. The Borrower agrees to the provisions with respect to our indemnity and other matters set forth in Annex A hereto, which is incorporated by reference into this Commitment Letter.

6. Assignments.

This Commitment Letter may not be assigned by you without the prior written consent of the Commitment Parties (and any purported assignment without such consent will be null and void), is intended to be solely for the benefit of the Commitment Parties and the other parties hereto and, except as set forth in Annex A hereto, is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto. Each Commitment Party may assign its commitments and agreements hereunder, in whole or in part, (i) to any of its affiliates and (ii) in the case of each of Goldman Sachs, GS Lending Partners and JPMorgan, to any additional "Commitment Parties" who become party to this Commitment Letter pursuant to a Joinder Agreement or other documentation reasonably satisfactory to Goldman Sachs, GS Lending Partners, JPMorgan and the Borrower as provided for in Section 3 above, and upon any such assignment, each of Goldman Sachs, GS Lending Partners and JPMorgan will (in the case of this clause (ii), only to the extent permitted in Section 3 above), be released from that portion of its commitments and agreements that has been so assigned. In the event that any reduction of the commitments of the Commitment Parties is required under the terms hereof, Commitment Parties which are affiliated with each other may allocate such reduction of commitments between themselves as such affiliated Commitment Parties may agree, provided that such allocation shall not change the combined commitment reduction required under the terms hereof with respect to such affiliated Commitment Parties. Neither this Commitment Letter nor the Fee Letters may be amended or any term or provision hereof or thereof waived or otherwise modified except by an instrument in writing signed by each of the parties hereto or thereto, as applicable, and any term or provision hereof or thereof may be amended or waived only by a written agreement executed and delivered by all parties hereto or thereto.

7. Confidentiality.

Please note that this Commitment Letter, the Fee Letters and any written communications provided by the Commitment Parties in connection with this arrangement are exclusively for the information of the Borrower and may not be disclosed by you to any other person without our prior written consent except, after providing written notice to the Commitment Parties (to the extent practicable and not prohibited by applicable law), pursuant to a subpoena or order issued by a court of competent jurisdiction or by a judicial, administrative or legislative body or committee; *provided* that we hereby consent to your disclosure of (i) this Commitment Letter, the Fee Letters and such communications and discussions to the Borrower's and its affiliates' respective officers, directors, employees and advisors (including legal counsel, independent auditors and other experts or agents) who are directly involved in the consideration of the Transactions (including in connection with providing accounting and tax advice to the Borrower and its affiliates) on a confidential basis, (ii) this Commitment Letter, the Fee Letters or the information contained herein and therein to the Acquired Business and its officers, directors, employees, agents and advisors (including legal counsel, independent auditors and other experts or agents) in connection with the Transactions, who are directly involved in the consideration of the Transactions to the extent you notify such persons of their obligations to keep such material confidential (*provided* that any disclosure of the Fee Letters or its terms or substance to the Acquired Business or its officers, directors, employees, agents and advisors shall be redacted in a manner reasonably satisfactory to us), (iii) this Commitment Letter and the Fee Letters as required by applicable law or compulsory legal process (in which case you agree to inform us promptly thereof to the extent practicable and not prohibited by applicable law), (iv)

following your acceptance of the provisions hereof and return of an executed counterpart of this Commitment Letter to the Commitment Parties as provided below, a copy of any portion of this Commitment Letter (but not the Fee Letters other than the existence thereof) in any public record in which you are required by law or regulation on the advice of your counsel to file it, (v) the aggregate fee amounts contained in the Fee Letters as part of projections, pro forma information or a generic disclosure of aggregate sources and uses related to aggregate compensation amounts related to the Transactions to the extent customary or required in offering and marketing materials for the Bridge Facility, Notes or in any public filing relating to the Transactions, in each case in a manner which does not disclose the fees payable pursuant to the Fee Letters (except in the aggregate), (vi) this Commitment Letter and the information contained herein and the Fee Letters in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Commitment Letter, the Fee Letters or the transactions contemplated hereby or thereby or enforcement hereof or thereof, (vii) the information contained in Annex B hereto in any prospectus or other offering memorandum relating to the Notes, and (viii) the information contained in Annex B hereto to Moody's and S&P; *provided* that such information is supplied to Moody's and S&P only on a confidential basis after consultation with us.

Each Commitment Party will treat as confidential all information provided to it by or on behalf of the Borrower or the Acquired Business or any of your or its subsidiaries or affiliates, and shall not disclose such information to any third party or circulate or refer publicly to such information without the Borrower's prior written consent; *provided*, *however*, that nothing herein will prevent each Commitment Party from disclosing any such information (a) pursuant to the order of any court or administrative agency, or otherwise as required by applicable law or compulsory legal process (in which case such Commitment Party agrees to inform you promptly thereof to the extent practicable and not prohibited by applicable law), (b) upon the request or demand of any regulatory authority purporting to have jurisdiction over such Commitment Party or any of its affiliates, (c) to the extent that such information is publicly available or becomes publicly available other than by reason of improper disclosure by such Commitment Party, its affiliates or any other person described in clause (d) below, (d) to such Commitment Party's affiliates and their respective officers, directors, partners, members, employees, legal counsel, independent auditors and other experts or agents who need to know such information and on a confidential basis and who have agreed to treat such information confidentially, (e) to potential and prospective Lenders, participants and any direct or indirect contractual counterparties to any swap or derivative transaction relating to the Borrower or its obligations under the Bridge Facility, in each case, who have agreed to keep such information confidential on terms not less favorable than the provisions hereof in accordance with the standard syndication processes of the Arrangers or customary market standards for the dissemination of such type of information, (f) to Moody's and S&P and other rating agencies or to market data collectors as reasonably determined by the Commitment Parties; *provided* that such information is limited to Annex B hereto and is supplied only on a confidential basis, (g) to market data collectors, similar services providers to the lending industry, and service providers to the Commitment Parties and the Lenders in connection with the administration and management of the Bridge Facility; *provided* that such information is limited to the existence of this Commitment Letter and information about the Bridge Facility, (h) received by such Commitment Party on a non-confidential basis from a source (other than you, the Acquired Business or any of your or their respective affiliates, advisors, members, directors, employees, agents or other representatives) not known by such Commitment Party to be prohibited from disclosing such information to such Commitment Party by a legal, contractual or fiduciary obligation, (i) to the extent that such information was already lawfully in the Commitment Parties' possession on a non-confidential basis or is independently developed by the Commitment Parties, (j) for purposes of establishing a "due diligence" defense or (k) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Commitment Letter, the Fee Letters or the transactions contemplated hereby or thereby or enforcement hereof or thereof. The Commitment Parties' obligation under this provision shall remain in effect until the earlier of (i) two years from the date hereof and (ii) the execution and delivery of the Bridge Loan Agreement by the parties thereto, at which time any confidentiality undertaking in the Bridge Loan Agreement shall supersede the provisions in this paragraph.

8. Absence of Fiduciary Relationship; Affiliates; Etc.

As you know, the Commitment Parties (together with their respective affiliates, the "**Affiliated Parties**") are full service financial institutions engaged, either directly or through their respective affiliates, in a broad array of activities, including commercial and investment banking, financial advisory, market making and trading, investment management (both public and private investing), investment research, principal investment, financial planning, benefits counseling, risk management, hedging, financing, brokerage and other financial and non-financial activities and services globally. In the ordinary course of their various business activities, the Affiliated Parties and funds or other entities in which the Affiliated Parties invest or with which they co-invest, may at any time purchase, sell, hold or vote long or short positions and investments in securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers. In addition, the Affiliated Parties may at any time communicate independent recommendations and/or publish or express independent research views in respect of such assets, securities or instruments. Any of the aforementioned activities may involve or relate to assets, securities and/or instruments of the Borrower, the Acquired Business and/or other entities and persons which may (i) be involved in transactions arising from or relating to the arrangement contemplated by this Commitment Letter or (ii) have other relationships with the Borrower or its affiliates. In addition, the Affiliated Parties may provide investment banking, commercial banking, underwriting and financial advisory services to such other entities and persons. The arrangement contemplated by this Commitment Letter may have a direct or indirect impact on the investments, securities or instruments referred to in this paragraph, and employees working on the financing contemplated hereby may have been involved in originating certain of such investments and those employees may receive credit internally therefor. Although the Affiliated Parties in the course of such other activities and relationships may acquire information about the transaction contemplated by this Commitment Letter or other entities and persons which may be the subject of the financing contemplated by this Commitment Letter, the Affiliated Parties shall have no obligation to disclose such information, or the fact that the Affiliated Parties are in possession of such information, to the Borrower or to use such information on the Borrower's behalf.

Consistent with the Affiliated Parties' policies to hold in confidence the affairs of their customers, the Affiliated Parties will not furnish confidential information obtained from you by virtue of the transactions contemplated by this Commitment Letter to any of their other customers. Furthermore, you acknowledge that no Affiliated Party nor any of their respective affiliates has an obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, confidential information obtained or that may be obtained by them from any other person.

The Affiliated Parties may have economic interests that conflict with those of the Borrower, its equity holders and/or its affiliates. You agree that each Affiliated Party will act under this Commitment Letter as an independent contractor and that nothing in this Commitment Letter or the Fee Letters or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Affiliated Party and the Borrower, its equity holders or its affiliates. You acknowledge and agree that the transactions contemplated by this Commitment Letter and the Fee Letters (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Affiliated Parties, on the one hand, and the Borrower, on the other, and in connection therewith and with the process leading thereto, (i) the Affiliated Parties have not assumed an advisory or fiduciary responsibility in favor of the Borrower, its equity holders or its affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Affiliated Party has advised, is currently advising or

will advise the Borrower, its equity holders or its affiliates on other matters) or any other obligation to the Borrower except the obligations expressly set forth in this Commitment Letter and the Fee Letters and (ii) each Affiliated Party is acting solely as a principal and not as the agent or fiduciary of the Borrower, its management, equity holders, affiliates, creditors or any other person. The Borrower acknowledges and agrees that the Borrower has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. The Borrower agrees that it will not claim that any Affiliated Party has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Borrower, in connection with such transactions or the process leading thereto. As you know, Goldman, Sachs & Co. has been retained by the Borrower (or one of its affiliates) as financial advisor (in such capacity, the "**Financial Advisor**") in connection with the Acquisition. Each of the parties hereto agree to such retention, and further agree not to assert any claim it might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from, on the one hand, the engagement of the Financial Advisor and, on the other hand, our and our affiliates' relationships with you as described and referred to herein. In addition, each Commitment Party may employ the services of its affiliates in providing services and/or performing its or their obligations hereunder and may exchange with such affiliates information concerning the Borrower, the Acquired Business and other companies that may be the subject of this arrangement, and such affiliates will be entitled to the benefits afforded to the Commitment Parties hereunder. Each Commitment Party or its affiliates are, or may at any time be a lender under one or more existing credit facilities of the Borrower (and/or of its subsidiaries) (in such capacity, an "**Existing Lender**"). The Borrower further acknowledges and agrees for itself and its subsidiaries that any such Existing Lender (a) will be acting for its own account as principal in connection with such existing credit facilities, (b) will be under no obligation or duty as a result of such Commitment Party's role in connection with the transactions contemplated by this Commitment Letter or otherwise to take any action or refrain from taking any action (including with respect to voting for or against any requested amendments), or exercising any rights or remedies, that each Existing Lender may be entitled to take or exercise in respect of such existing credit facilities and (c) may manage its exposure to such existing credit facilities without regard to any Commitment Party's role hereunder.

In addition, please note that the Affiliated Parties do not provide accounting, tax or legal advice. Notwithstanding anything herein to the contrary, the Borrower (and each employee, representative or other agent of the Borrower) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the Bridge Facility and all materials of any kind (including opinions or other tax analyses) that are provided to the Borrower relating to such tax treatment and tax structure. However, any information relating to the tax treatment or tax structure will remain subject to the confidentiality provisions hereof (and the foregoing sentence will not apply) to the extent reasonably necessary to enable the parties hereto, their respective affiliates, and their respective affiliates' directors and employees to comply with applicable securities laws. For this purpose, "tax treatment" means U.S. federal or state income tax treatment, and "tax structure" is limited to any facts relevant to the U.S. federal income tax treatment of the transactions contemplated by this Commitment Letter but does not include information relating to the identity of the parties hereto or any of their respective affiliates.

9. Miscellaneous.

The Commitment Parties' commitments and agreements hereunder will terminate upon the first to occur of (i) the execution and delivery of the Loan Documents by each of the parties thereto, (ii) the consummation of the Acquisition without using the Bridge Loans, (iii) the termination of Borrower's or Buyer's obligation to consummate the Acquisition pursuant to the Acquisition Agreement, and (iv) the End Date (as defined in the Acquisition Agreement as in effect on the date hereof) (the earliest date in clauses (ii) through (iv) being the "**Commitment Termination Date**").

The provisions set forth under Sections 3, 4, 5 (including Annex A hereto), 7 and 8 hereof (other than any provision herein that expressly terminates upon execution of the Bridge Loan Agreement) and this Section 9 hereof and the provisions of the Fee Letters will remain in full force and effect regardless of whether definitive Loan Documents are executed and delivered.

Each party hereto agrees that any suit or proceeding arising in respect of this Commitment Letter or the Commitment Parties' commitments or agreements hereunder or the Fee Letters will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in the City and County of New York, and each party hereby submits to the exclusive jurisdiction of, and to venue in, such court. Any right to trial by jury with respect to any action or proceeding arising in connection with or as a result of either the Commitment Parties' commitments or agreements or any matter referred to in this Commitment Letter or the Fee Letters is hereby waived by the parties hereto. Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Service of any process, summons, notice or document by registered mail or overnight courier addressed to any of the parties hereto at the addresses above shall be effective service of process against such party for any suit, action or proceeding brought in any such court. This Commitment Letter and the Fee Letters will be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws; *provided*, that (i) the interpretation of the definition of Target Material Adverse Effect and whether or not a Target Material Adverse Effect has occurred, (ii) the determination of the accuracy of any Acquisition Representations and whether as a result of any inaccuracy thereof the Borrower, Buyer or their respective affiliates have the right to terminate their respective obligations under the Acquisition Agreement, or to decline to consummate the Transactions pursuant to the Acquisition Agreement and (iii) the determination of whether the Transactions have been consummated in accordance with the terms of the Acquisition Agreement, in each case, shall be governed by, and construed and interpreted solely in accordance with, the laws of the State of Delaware without giving effect to conflicts of laws principles that would result in the application of the Law of any other state or country.

Each of the Commitment Parties hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "**Patriot Act**") each Commitment Party and each Lender may be required to obtain, verify and record information that identifies the Borrower and each Guarantor (as defined in Annex B hereto), which information includes the name and address of the Borrower and each Guarantor and other information that will allow each Commitment Party and such Lender to identify the Borrower and each Guarantor in accordance with the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act and is effective for each Commitment Party and each Lender.

This Commitment Letter may be executed in any number of counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile transmission or electronic transmission (in pdf format) will be effective as delivery of a manually executed counterpart hereof. This Commitment Letter and the Fee Letters are the only agreements that have been entered into among the parties hereto with respect to the Bridge Facility and set forth the entire understanding of the parties with respect thereto and supersede any prior written or oral agreements among the parties hereto with respect to the Bridge Facility.

Each of the parties hereto agree that this Commitment Letter is a binding and enforceable agreement with respect to subject matter contained herein, including an agreement to negotiate in good faith the Loan

Documents by the parties hereto in a manner consistent with this Commitment Letter, it being acknowledged and agreed that the commitments provided hereunder by the Commitment Parties are only subject to the conditions precedent set forth in Section 2 hereof and Annex C hereto.

Please confirm that the foregoing is in accordance with your understanding by signing and returning to the Commitment Parties a copy of this Commitment Letter, together with the Fee Letters executed by you, any fees owing thereunder as of the date thereof and a copy of the Acquisition Agreement executed by each of the parties thereto, prior to the time of the public announcement of the Acquisition Agreement being entered into by the parties thereto, whereupon this Commitment Letter and the Fee Letters will become binding agreements between us and you. If this Commitment Letter and the Fee Letters have not been signed and returned together with a copy of the executed Acquisition Agreement as described in the preceding sentence by such earlier time, this offer will terminate at such time. We look forward to working with you on this transaction.

[Remainder of page intentionally left blank**]**

Very truly yours,

GOLDMAN SACHS BANK USA

By: /s/ Robert Ehudin
Name: Robert Ehudin
Title: Authorized Signatory

GOLDMAN SACHS LENDING PARTNERS LLC

By: /s/ Robert Ehudin
Name: Robert Ehudin
Title: Authorized Signatory

JPMORGAN CHASE BANK, N.A.

By: /s/ Peter B. Thauer
Name: Peter B. Thauer
Title: Managing Director

[Signature Page to Project River Commitment Letter]

ACCEPTED AND AGREED
AS OF THE DATE FIRST WRITTEN ABOVE:

QUALCOMM INCORPORATED

By: /s/ David E. Wise
Name: David E. Wise
Title: SVP & Treasurer

In the event that any Commitment Party becomes involved in any capacity in any action, proceeding or investigation brought by or against any person, including shareholders, partners, members or other equity holders of the Borrower or the Acquired Business in connection with or as a result of either this arrangement or any matter referred to in this Commitment Letter or the Fee Letters (together, the "**Letters**"), the Borrower agrees to periodically reimburse such Commitment Party upon written demand (together with customary documentation in reasonable detail) for its reasonable and documented out-of-pocket legal and other out-of-pocket expenses (including the cost of any investigation and preparation) incurred in connection therewith (provided that any legal expenses shall be limited to one counsel for all Commitment Parties taken as a whole and if reasonably necessary, a single local counsel for all Commitment Parties taken as a whole in each relevant jurisdiction (which may be a single local counsel acting in multiple jurisdictions) and, solely in the case of an actual or perceived conflict of interest between Commitment Parties where the Commitment Parties affected by such conflict inform you of such conflict, one additional counsel in each relevant jurisdiction to each group of affected Commitment Party similarly situated taken as a whole). The Borrower also agrees to indemnify and hold such Commitment Party harmless against any and all losses, claims, damages or liabilities to any such person in connection with or as a result of either this arrangement or any matter referred to in the Letters (whether or not such investigation, litigation, claim or proceeding is brought by you, your equity holders or creditors or an indemnified person and whether or not any such indemnified person is otherwise a party thereto), except to the extent that such loss, claim, damage or liability (a) has been found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from (x) the gross negligence, bad faith or willful misconduct of such Commitment Party or its Related Commitment Party in performing the services that are the subject of the Letters or (y) a material breach of the obligations of such Commitment Party or its Related Commitment Party under the Letters or the Loan Documents; or (b) arises from any dispute among Commitment Parties or any Related Commitment Parties of the foregoing other than any claims against a Commitment Party in its capacity or in fulfilling its role as an agent or arranger role with respect to the Bridge Facility and other than any claims arising out of any act or omission on the part of the Borrower or its affiliates or the Acquired Business (collectively, the "**Indemnification Carve-outs**"). In addition, such indemnity shall not, as to any indemnified person, be available with respect to any settlements effected without the Borrower's prior written consent (which consent shall not be unreasonably withheld or delayed), but if settled with your consent, you agree to indemnify and hold harmless each indemnified person in the manner set forth above (for the avoidance of doubt, it being understood that if there is a final judgment in any such proceeding, the indemnity set forth above shall apply (subject to the exceptions thereto set forth above)). If for any reason (other than the Indemnification Carve-outs) the foregoing indemnification is unavailable to such Commitment Party or insufficient to hold it harmless, then the Borrower will contribute to the amount paid or payable by such Commitment Party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative economic interests of (i) the Borrower and the Acquired Business and their respective affiliates, shareholders, partners, members or other equity holders on the one hand and (ii) such Commitment Party on the other hand in the matters contemplated by the Letters as well as the relative fault of (i) the Borrower and the Acquired Business and their respective affiliates, shareholders, partners, members or other equity holders on the one hand and (ii) such Commitment Party with respect to such loss, claim, damage or liability and any other relevant equitable considerations. The reimbursement, indemnity and contribution obligations of the Borrower under this paragraph will be in addition to any liability which the Borrower may otherwise have, will extend upon the same terms and conditions to any affiliate of such Commitment Party and the partners, members, directors, agents, employees and controlling persons (if any), as the case may be, of such Commitment Party and any such affiliate, and will be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives

of the Borrower, such Commitment Party, any such affiliate and any such person. The Borrower also agrees that neither any indemnified party nor any of such affiliates, partners, members, directors, agents, employees or controlling persons will have any liability to the Borrower or any person asserting claims on behalf of or in right of the Borrower or any other person in connection with or as a result of either this arrangement or any matter referred to in the Letters, except in the case of the Borrower to the extent that any losses, claims, damages, liabilities or expenses incurred by the Borrower or its affiliates, shareholders, partners or other equity holders have been found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence, bad faith or willful misconduct of such indemnified party in performing the services that are the subject of the Letters or the material breach by such indemnified party of its obligations under the Letters; *provided*, *however*, that in no event will such indemnified party or such other parties have any liability for any indirect, consequential, special or punitive damages in connection with or as a result of such indemnified party's or such other parties' activities related to the Letters. Neither the Borrower nor any of its affiliates will be responsible or liable to the Commitment Parties or any other person or entity for any indirect, special, punitive or consequential damages that may be alleged as a result of the Acquisition, the Letters, the Bridge Facility, the Transactions or any related transaction contemplated hereby or thereby or any use or intended use of the proceeds of the Bridge Facility; *provided*, that nothing in this sentence shall limit your indemnity and reimbursement obligations set forth in this Annex A with respect to any action, proceeding or investigation brought against any Commitment Party. **The provisions of this Annex A will survive any termination or completion of the arrangement provided by the Letters.**

For purposes hereof, a "**Related Commitment Party**" of a Commitment Party means (a) any controlling person or controlled affiliate of such Commitment Party, (b) the respective directors, officers, or employees of such Commitment Party or any of its controlling persons or controlled affiliates and (c) the respective agents of such Commitment Party or any of its controlling persons or controlled affiliates, in the case of this clause (c), acting at the instructions of such Commitment Party, controlling person or such controlled affiliate; *provided* that each reference to a controlled affiliate or controlling person in this sentence pertains to a controlled affiliate or controlling person involved in the negotiation of this Commitment Letter or the syndication of the Bridge Facility.

ANNEX B

Project River
Summary of the Bridge Facility

Capitalized terms used but not defined in this Annex B have the meanings assigned to such terms in the Commitment Letter (including its annexes) to which this Annex B is attached.

Borrower:	QUALCOMM Incorporated (the "**Borrower**").
Guarantors:	Each subsidiary of the Borrower that also guarantees the Existing Revolving Credit Agreement or any other indebtedness for borrowed money of the Borrower. Each such guarantor of the Bridge Facility is referred to herein as a "**Guarantor**".
Purpose/Use of Proceeds:	The proceeds of the Bridge Facility will be used (i) to fund, in part, the Acquisition and (ii) to pay fees and expenses related to the Transactions.
Joint Lead Arrangers and Joint Bookrunners:	Goldman Sachs Bank USA ("**Goldman Sachs**") and JPMorgan Chase Bank, N.A. ("**JPMorgan**" and, together with Goldman Sachs, in their respective capacities as joint lead arrangers and joint bookrunners, the "**Arrangers**" and each an "**Arranger**").
Administrative Agent:	Goldman Sachs (in its capacity as administrative agent, the "**Administrative Agent**").
Syndication Agent:	JPMorgan.
Lenders:	Goldman Sachs, GS Lending Partners and/or other financial institutions selected in accordance with Section 3 of the Commitment Letter (each, a "**Lender**" and, collectively, the "**Lenders**").
Amount of Bridge Loans:	Up to $13,622.0 million in aggregate principal amount of senior unsecured bridge loans (the "**Bridge Loans**") consisting of: (a) a $9,622.0 million tranche 1 term loan facility ("**Tranche 1**"); and (b) a $4,000.0 million tranche 2 term loan facility ("**Tranche 2**" and, together with Tranche 1, the "**Bridge Facility**"), less, in the case of each Tranche (as defined below), the amount of any applicable reduction to the commitments (the "**Commitments**") under the Bridge Facility with respect to such Tranche on or prior to the Closing Date as set forth under the heading "Mandatory Prepayments/Commitment Reductions" below. Each of Tranche 1 and Tranche 2 are referred to herein as a "**Tranche**".

Availability:	One drawing may be made under each Tranche of the Bridge Facility on the Closing Date.
Maturity:	The Bridge Loans will mature and be payable in full on the date that is 364 days after the Closing Date. No amortization will be required with respect to the Bridge Facility.
Closing Date:	The date on or before the Commitment Termination Date on which the borrowing under the Bridge Facility is made and the date Buyer pays for all shares of the Target initially validly tendered in the Offer (the "**Closing Date**").
Interest Rate:	All amounts outstanding under the Bridge Facility will bear interest, at the Borrower's option, as follows: (a) at the Base Rate *plus* the Applicable Margin; or (b) at the reserve-adjusted Eurodollar Rate *plus* the Applicable Margin. As used herein, the terms "**Base Rate**" and "**reserve-adjusted Eurodollar Rate**" will have meanings customary and appropriate for financings of this type, and the basis for calculating accrued interest and the interest periods for loans bearing interest at the reserve-adjusted Eurodollar Rate will be customary and appropriate for financings of this type. In no event shall the Base Rate be less than the sum of (i) the one-month reserve-adjusted Eurodollar Rate (after giving effect to a reserve adjusted Eurodollar Rate "floor" of 0.00%) *plus* (ii) 1.00%. "**Applicable Margin**" and "**Applicable Ticking Fee Rate**" means (as applicable) a percentage *per annum* determined in accordance with the pricing grid attached hereto as Schedule I. Notwithstanding the foregoing, if any principal, interest, fee or other amount payable by the Borrower under the Bridge Facility is not paid when due, then such overdue amount shall accrue interest at a rate equal to the rate then applicable thereto, or otherwise at a rate equal to the rate then applicable to loans bearing interest at the rate determined by reference to the Base Rate, in each case plus an additional two percentage points (2.00%) *per annum.* Such interest will be payable on demand.
Interest Payments:	Quarterly for loans bearing interest with reference to the Base Rate; except as set forth below, on the last day of selected interest periods (which will be one, two, three and six months) for loans bearing interest with reference to the reserve-adjusted Eurodollar Rate (and at the end of every three months, in the case of interest periods of longer than three months); and upon prepayment, in each case payable in arrears and computed on the basis of a 360-day year (365/366-day year with respect to loans bearing interest with reference to the Base Rate).

Ticking Fees: Ticking fees ("**Ticking Fee**") equal to a rate *per annum* equal to the Applicable Ticking Fee Rate as determined based on the Debt Ratings as in effect on the Commitment Date (as defined below) *times* the actual daily undrawn Commitments will accrue during the period commencing on the later of (i) the date that is 60 days after the date of the Commitment Letter and (ii) the date of execution of the Bridge Loan Agreement and ending on the earlier of the Closing Date and the date of termination of the Commitments, payable to the Lenders in arrears on the earlier of the Closing Date and the date of termination of the Commitments (such earlier date, the "**Ticking Fee Payment Date**").

To the extent that, after the date of the Commitment Letter (the "**Commitment Date**"), the rating agencies update the Debt Ratings (pro forma for all or a portion of the Transactions) on or prior to the earlier of the termination of the Commitments and the date that is three business days after the Closing Date (the date of such change in Debt Ratings, the "**Ratings Date**") such that the Debt Ratings on the Ratings Date are lower than the Debt Ratings on the Commitment Date, you agree that the Ticking Fee payable hereunder shall be adjusted to reflect such lower Debt Ratings (as if such lower Debt Ratings had been in effect on the Commitment Date) and to pay to the Administrative Agent for the account of each Lender on the later of the Ticking Fee Payment Date and the date that is two business days after the Ratings Date such additional amounts as may be necessary to reflect such incremental Ticking Fee that would have been payable had the Debt Ratings on the Ratings Date been in effect on the Commitment Date.

Duration Fees: Duration Fees in amounts equal to the percentage, as determined in accordance with the grid below, of the principal amount of the Bridge Loan of each Lender outstanding at the close of business, New York City time, on each date set forth in the grid below, payable to the Lenders on each such date:

Duration Fees		
90 days after the Closing Date	180 days after the Closing Date	270 days after the Closing Date
0.50%	0.75%	1.00%

Voluntary Prepayments/ Commitment Reductions: Each Tranche of the Bridge Facility may be voluntarily prepaid and the Commitments thereunder may be reduced by the Borrower, in whole or in part without premium or penalty; *provided* that Bridge

Loans bearing interest with reference to the reserve-adjusted Eurodollar Rate will be prepayable only on the last day of the related interest period unless the Borrower pays any related breakage costs. Voluntary prepayments of the Bridge Loans may not be reborrowed. Voluntary prepayments and reductions of Commitments will be applied between Tranche 1 and Tranche 2 as determined by the Borrower.

Mandatory Prepayments/ Commitment Reductions:

The following amounts shall be applied to prepay the Bridge Loans (and, prior to the Closing Date, the Commitments of the Lenders, pursuant to the Commitment Letter and the Loan Documents, shall be automatically and permanently reduced by such amounts) with respect to each Tranche as set forth below:

(a) 100% of the net cash proceeds (including into escrow) of any sale or issuance of debt securities or any incurrence or borrowing of other indebtedness for borrowed money (other than as described in clause (b) below and Excluded Debt (as defined below)), or issuance of any equity securities or equity-linked securities (other than (i) any such issuances pursuant to employee stock plans or other benefit or employee incentive arrangements, (ii) any such issuances of directors' qualifying shares, (iii) any such issuances as direct consideration in a permitted acquisition or investment, (iv) any such issuances in connection with the conversion of options or warrants, (v) any such issuances under hedging programs and (vi) other customary exceptions to be mutually agreed upon), in each case on or after the date of the Commitment Letter by the Borrower or any of its subsidiaries;

(b) (i) 100% of the committed amount or (without duplication) (ii) 100% of the net cash proceeds (including into escrow) of Term Loans or other loans under any term loan facility or similar agreement in connection with financing the Transactions (but in the case of clause (i), only to the extent that a definitive credit or similar agreement with respect thereto has been executed and become effective and the conditions to availability thereunder are no more restrictive to the Borrower than the conditions to availability of the Bridge Facility); and

(c) 100% of the net cash proceeds (including cash equivalents) actually received of any sale or other disposition (including any casualty or condemnation) of any assets outside the ordinary course of business on or after the date of the Commitment Letter by the Borrower or any of its subsidiaries and in respect of the Specified Asset Sale by the Acquired Business prior to the Closing Date, except for (i) sales or other dispositions between or among the Borrower and its subsidiaries, (ii) sales or other dispositions, the net cash proceeds of which either (x) do not exceed $400 million in the aggregate or (y) are reinvested in the business within 6 months (or 9 months, to the extent committed to be reinvested within 6 months) following receipt;

provided that the provisions of this clause (ii) (including the reinvestment rights) shall not apply to net cash proceeds received by the Acquired Business or the Borrower and its subsidiaries from any sale or other disposition of the Specified Asset Sale, (iii) sales or other dispositions of cash or cash equivalents, (iv) sales or other dispositions of accounts receivable in connection with a compromise, settlement or collection thereof; (v) sales or other dispositions of obsolete, used or surplus equipment; (vi) sales or other dispositions of assets in the Borrower's general investment portfolio or of investments made in venture funds in the ordinary course of business; and (vii) other customary exceptions to be mutually agreed upon.

For the purposes hereof, (x) "**Excluded Debt**" means (i) intercompany indebtedness among the Borrower and/or its subsidiaries, (ii) ordinary course issuances under short-term commercial paper programs, (iii) capital leases, letters of credit and purchase money and equipment financings, in each case, in the ordinary course, (iv) ordinary course indebtedness under that certain Credit Agreement, dated as of February 18, 2015, among the Borrower, the lenders from time to time party thereto and Bank of America, N.A., as administrative agent, swing line lender and L/C issuer (the "**Existing Credit Agreement**") and any amendments, refinancings or replacements thereof in a committed or outstanding principal amount not exceeding $5,000 million (*provided* that each of Goldman Sachs and JPMorgan shall act as a lead arranger with respect to any such amendment, refinancing or renewal thereof); and (v) other indebtedness (except the Permanent Financing) in an aggregate principal amount up to $500 million and (y) "**Specified Asset Sale**" means the sale or other disposition by the Acquired Business of its Standard Products Unit.

Mandatory prepayments of the Bridge Loans may not be reborrowed.

Such mandatory prepayments of Bridge Loans and reductions of Commitments will be applied:

(i) with respect to amounts under clauses (a) and (c) above, first to Tranche 1, and second to Tranche 2; and

(ii) with respect to amounts under clause (b) above, first to Tranche 2, and second to Tranche 1.

All voluntary and mandatory prepayments of Bridge Loans and reductions of Commitments with respect to either Tranche as set forth above shall be allocated among the Lenders within such Tranche on a pro rata basis (or, as between Lenders within such Tranche that are affiliated with each other, allocated between them as they and the Arrangers may otherwise determine); *provided* that with respect to the commitments of Goldman Sachs and GS Lending Partners, such voluntary and mandatory prepayments of Bridge Loans and reductions

of Commitments shall be allocated between them as they shall determine. The Borrower shall provide the Administrative Agent with prompt written notice of any mandatory prepayment required by this section.

In addition, the Commitments shall terminate on the first to occur of (i) the consummation of the Acquisition without using the Bridge Loans, (ii) the termination of Borrower's or Buyer's obligation to consummate the Acquisition pursuant to the Acquisition Agreement, and (iii) End Date (as defined in the Acquisition Agreement as in effect on the date hereof).

Documentation Principles: The Loan Documents shall contain representations, warranties, covenants and events of default based on and substantially similar to the Existing Credit Agreement, and shall contain only the representations, warranties, covenants and events of default set forth below.

For purposes hereof, including the Commitment Letter and all attachments thereto, the term "substantially similar to the Existing Credit Agreement" and words of similar import means substantially the same as the Existing Credit Agreement with modifications (a) as are necessary to reflect the terms specifically set forth in the Commitment Letter (including the annexes thereto) (including the nature of the Bridge Facility as a bridge facility) and the Fee Letters, (b) to reflect any changes in law or accounting standards since the date of the Existing Credit Agreement, (c) to reflect the reasonable operational or administrative requirements of the Administrative Agent, to the extent such requirements have been generally required by the Administrative Agent in documenting other credit facilities similar to the Bridge Facility, (d) to add a customary European Union "bail-in" acknowledgement provision and (e) to accommodate the structure of the Transactions and the size and operational needs of the Borrower and its subsidiaries after giving effect to the Transactions and the other transactions contemplated hereby.

Representations and Warranties: The Bridge Loan Agreement will include only the following representations and warranties with respect to the Borrower and its subsidiaries, which (except as set forth below) shall be substantially similar to the representations and warranties set forth in the Existing Credit Agreement taking into account the Documentation Principles, and will be made on the date of the Bridge Loan Agreement (other than solvency) and on the Closing Date: existence, qualification and power; authorization, no contravention; governmental authorization, other consents; binding effect; financial statements, no material adverse effect; accuracy of information; litigation; taxes; ERISA compliance; margin regulations, Investment Company Act; compliance with laws; OFAC and other sanctions laws, FCPA and other anti-corruption laws; Patriot Act and other anti-terrorism laws; use of proceeds; and solvency as of the Closing Date (solvency to be defined in a manner consistent with Schedule I to Annex C).

Covenants:	The Bridge Loan Agreement will include only the following financial, affirmative and negative covenants with respect to the Borrower and its subsidiaries, which shall be substantially similar to the financial, affirmative and negative covenants set forth in the Existing Credit Agreement, except as set forth below, taking into account the Documentation Principles:
- *Financial Covenant*:	The Borrower will not permit the Consolidated Interest Coverage Ratio (as defined in the Existing Credit Agreement on the date hereof) as of the last day of any fiscal quarter of the Borrower to be less than 3.00 to 1.00.
- *Affirmative Covenants*:	Financial statements; certificates, other information; notices; payment of taxes; preservation of existence, etc.; compliance with laws; books and records; use of proceeds; and inspection rights.
- *Negative Covenants*:	Liens (to be limited to the extent necessary to avoid violation of Federal margin regulations); indebtedness; fundamental changes; and sanctions, anti-corruption laws.
Events of Default:	The Bridge Loan Agreement will include only the following events of default (and, as appropriate, grace periods) with respect to the Borrower and its subsidiaries, which shall be substantially similar to the events of default (and grace periods) set forth in the Existing Credit Agreement taking into account the Documentation Principles: failure to make payments when due; breach of covenants; material inaccuracy of any representation or warranty; cross-default with respect to Material Debt Instruments; insolvency matters; judgments of $400.0 million or more; certain ERISA events; change of control; and invalidity of the guarantees of the Guarantors. Without limiting (and subject to) the conditions precedent referred to in Section 2 of the Commitment Letter and in Annex C attached to the Commitment Letter, the Lenders shall not be entitled to terminate the Commitments prior to the Closing Date unless a payment or bankruptcy event of default under the Bridge Loan Agreement has occurred and is continuing. The acceleration of the Bridge Loans shall be permitted at any time after they have been funded only to the extent that an event of default is outstanding and continuing at such time.
Conditions Precedent to Closing and Borrowing:	The several obligations of the Lenders to make, or cause one of their respective affiliates to make, the Bridge Loans will be subject only to the conditions precedent referred to in Section 2 of the Commitment Letter and in Annex C attached to the Commitment Letter.

Assignments and Participations:	The Lenders may assign all or, in an amount of not less than $10.0 million, any part of, their respective Commitments or Bridge Loans of the Bridge Facility to one or more persons which are reasonably acceptable to (a) the Administrative Agent and (b) except (i) with respect to assignments made pursuant to the syndication provisions of the Commitment Letter or (ii) when an event of default has occurred and is continuing, the Borrower, each such consent not to be unreasonably withheld or delayed; *provided* that, assignments made to a Lender, an affiliate or approved fund thereof will not be subject to the above consent requirements. The Borrower's consent shall be deemed to have been given if the Borrower has not responded within ten business days of an assignment request. Upon such assignment, such affiliate, bank, financial institution or entity will become a Lender for all purposes under the Loan Documents. A $3,500 processing fee will be required in connection with any such assignment, with exceptions to be agreed. The Lenders will also have the right to sell participations without restriction (other than to natural persons), subject to customary limitations on voting rights, in their respective shares of the Bridge Facility.
Required Lenders:	Amendments and waivers will require the approval of Lenders holding more than 50% of total Commitments or Bridge Loans ("**Required Lenders**"); *provided* that, in addition to the approval of Required Lenders, the consent of each Lender directly and adversely affected thereby will be required with respect to matters relating to (a) increases in the Commitment of such Lender, (b) reductions of principal, interest, fees or premium, (c) extensions of final maturity or the due date of any principal, interest, or fee payment, (d) certain pro rata sharing provisions, (e) the definition of Required Lenders or any other provision specifying the number or percentage of Lenders required to waive, amend or modify, or grant consents under, the Bridge Loan Agreement, (f) the amendment provisions included in the Bridge Loan Agreement or (g) the release of any material Guarantor; *provided further* that, changes in the allocation of mandatory prepayments and Commitment reductions between Tranches or changes otherwise affecting Lenders in one Tranche differently than Lenders in another Tranche will require the approval of the Lenders holding the majority of Bridge Loans or Commitments under each Tranche which is adversely affected thereby.
Yield Protection:	The Bridge Facility will contain customary provisions (a) protecting the Lenders against increased costs or loss of yield resulting from changes in reserve, capital adequacy and capital requirements (or their interpretation), illegality, unavailability and other requirements of law and from the imposition of or changes in certain taxes and (b) indemnifying the Lenders for "breakage costs" incurred in connection with, among other things, any prepayment of a Eurodollar Rate loan on a day other than the last day of an interest period with respect thereto. For all purposes of the Loan Documents, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines and directives promulgated thereunder and (ii) all

requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case, pursuant to Basel III, shall be deemed introduced or adopted after the date of the Loan Documents. The Bridge Facility will provide that all payments are to be made free and clear of taxes (with customary exceptions).

Indemnity: The Administrative Agent, the Arrangers and the Lenders (and their respective affiliates and their respective officers, directors, employees, advisors, agents and representatives) will have no liability for, and will be indemnified and held harmless against, any loss, liability, cost or expense incurred in respect of the financing contemplated hereby or the use or the proposed use of proceeds of the Bridge Facility (except to the extent found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from (a) the gross negligence, bad faith or willful misconduct of such indemnified party, or a material breach of the Loan Documents by such indemnified party or (b) arising from disputes among such indemnified parties other than any claims against the Administrative Agent in its capacity or in fulfilling its role as agent with respect to the Bridge Facility and other than any claims arising out of any act or omission on the part of the Borrower or its affiliates) (*provided*, that any legal expenses shall be limited to one counsel for all indemnified parties taken as a whole and if reasonably necessary, a single local counsel for all indemnified parties taken as a whole in each relevant jurisdiction (which may be a single local counsel acting in multiple jurisdictions) and, solely in the case of an actual or perceived conflict of interest, one additional counsel in each relevant jurisdiction to each group of affected indemnified parties similarly situated taken as a whole).

Governing Law and Jurisdiction: The Bridge Facility will provide that the Borrower will submit to the exclusive jurisdiction and venue of the federal and state courts of the State of New York and will waive any right to trial by jury. New York law will govern the Loan Documents; *provided* that (i) the interpretation of the definition of Target Material Adverse Effect and whether or not a Target Material Adverse Effect has occurred, (ii) the determination of the accuracy of any Acquisition Representations and whether as a result of any inaccuracy thereof the Borrower, Buyer or their respective affiliates have the right to terminate their respective obligations under the Acquisition Agreement, or to decline to consummate the Transactions pursuant to the Acquisition Agreement and (iii) the determination of whether the Transactions have been consummated in accordance with the terms of the Acquisition Agreement, in each case, shall be governed by, and construed and interpreted solely in accordance with, the laws of the State of Delaware without giving effect to conflicts of laws principles that would result in the application of the Law of any other state or country.

Counsel to the Arrangers and Administrative Agent:	Davis Polk & Wardwell LLP.

Schedule I

Pricing Grid

	Applicable Margin								
	Closing Date through 89 days after Closing Date		90 days after Closing Date through 179 days after Closing Date		180 days after Closing Date through 269 days after Closing Date		270 days after Closing Date and thereafter		
Debt Ratings (S&P/Moody's)	Base Rate Loans	Eurodollar Rate Loans	Base Rate Loans	Eurodollar Rate Loans	Base Rate Loans	Eurodollar Rate Loans	Base Rate Loans	Eurodollar Rate Loans	Applicable Ticking Fee Rate
Pricing Level 1: ³ AA- / Aa3	0.0 bps	62.5 bps	0.0 bps	87.5 bps	12.5 bps	112.5 bps	37.5 bps	137.5 bps	4.0 bps
Pricing Level 2: A+ / A1	0.0 bps	75.0 bps	0.0 bps	100.0 bps	25.0 bps	125.0 bps	50.0 bps	150.0 bps	5.0 bps
Pricing Level 3: A / A2	0.0 bps	87.5 bps	12.5 bps	112.5 bps	37.5 bps	137.5 bps	62.5 bps	162.5 bps	7.0 bps
Pricing Level 4: A- / A3	0.0 bps	100.0 bps	25.0 bps	125.0 bps	50.0 bps	150.0 bps	75.0 bps	175.0 bps	10.0 bps
Pricing Level 5: £ BBB+ / Baa1	12.5 bps	112.5 bps	37.5 bps	137.5 bps	62.5 bps	162.5 bps	87.5 bps	187.5 bps	12.5 bps

As used herein:

"**Debt Rating**" means, as of any date of determination, the rating as determined by either S&P or Moody's of the Borrower's non-credit-enhanced, senior unsecured long-term debt (collectively, the "**Debt Ratings**"); *provided* that (a) if the respective Debt Ratings issued by foregoing rating agencies differ by one level, then the Pricing Level for the higher of such Debt Ratings shall apply (with the Debt Rating for Pricing Level 1 being the highest and the Debt Rating for Pricing Level 5 being the lowest); (b) if there is a split in Debt Ratings of more than one level, then the Pricing Level that is one level lower than the Pricing Level of the higher Debt Rating shall apply; (c) if the Borrower has only one Debt Rating, the Pricing Level of such Debt Rating shall apply; and (d) if the Borrower does not have any Debt Rating, Pricing Level 5 shall apply.

Each change in the Applicable Rate resulting from a publicly announced change in the Debt Rating shall be effective during the period commencing on the date of the public announcement thereof and ending on the date immediately preceding the effective date of the next such change.

ANNEX C

Project River
Summary of Conditions Precedent to the Bridge Facility

*This Summary of Conditions Precedent outlines the conditions precedent to the Bridge Facility referred to in the Commitment Letter, of which this Annex C is a part. Capitalized terms used but not defined in this Annex C have the meanings assigned to such terms in the Commitment Letter (including its annexes) to which this Annex C is attached (together with the Annexes thereto, the "**Commitment Letter**").*

1. Concurrent Transactions. The terms of the Acquisition Agreement will be reasonably satisfactory to the Arrangers (it being agreed that the executed Acquisition Agreement dated the date hereof and provided to the Arrangers is reasonably satisfactory to the Arrangers) and the Buyer shall have paid (or, substantially contemporaneously with the borrowing under the Bridge Facility, shall pay) for all shares of the Target initially validly tendered in the Offer pursuant to the Acquisition Agreement without giving effect to any modifications, consents, amendments or waivers thereto or thereunder that in each case are materially adverse to the interests of the Lenders, the Commitment Parties or the Arrangers, unless the Arrangers shall have provided its written consent thereto (it being understood that any reduction in the "Offer Consideration" (as defined in the Acquisition Agreement on the date hereof) of less than 5% will be deemed not to be materially adverse to the Lenders, the Commitment Parties and the Arrangers; *provided*, that any reduction of the Offer Consideration shall be allocated to a reduction in any amounts to be funded under each Tranche of the Bridge Facility in an amount which is proportionate to the percentage of the aggregate Offer Consideration under the Acquisition Agreement which may be funded with such Tranche). Any modifications, consents, amendments or waivers to the Acquisition Agreement that (i) modifies the definition of "Minimum Condition" (as defined in the Acquisition Agreement on the date hereof and which, for the avoidance of doubt, will include any elections that the Buyer may make with respect to the Minimum Condition as set forth in the Acquisition Agreement on the date hereof) such that the percentage referenced therein is less than 70%, (ii) increases the Offer Consideration by more than 10% or (iii) makes any modification to Sections 2.04(a)(v) or 2.05(a) of the Acquisition Agreement (pertaining to the Buyer's representation on the Target's board of directors) that would result in less than a majority of the directors on the Company Board as of the Closing being directors designated by the Borrower or any of its subsidiaries (determined immediately prior to the Closing) (with each term capitalized in this clause (iii), if not otherwise defined in the Commitment Letter, having the meaning assigned to such term in the Acquisition Agreement on the date hereof), shall, in each case, be deemed to be materially adverse to the Lenders, the Commitment Parties and the Arrangers.

2. No Material Adverse Effect. Since the date of the Acquisition Agreement, there shall not have occurred any Effect (as defined below) that would have or reasonably be expected to have, individually or in the aggregate, a Target Material Adverse Effect (as defined below); *provided* that clause (ii) of the definition of Target Material Adverse Effect shall be excluded from such definition for the purposes of determining the satisfaction of this paragraph 2.

   "**Target Material Adverse Effect**" means any fact, change, event, development, occurrence or effect (each, an "**Effect**") that (i) materially adversely affects the business, assets, results of operations or financial condition of the Target and its Subsidiaries (as defined in the Acquisition Agreement as in effect on the date hereof), taken as a whole, or (ii) prevents or materially impairs the ability of the Target to consummate the Transactions (as defined in the Acquisition Agreement as in effect on the date hereof); *provided* that, subject to the next occurring proviso in this definition, no Effect relating to or arising from any of the following shall be taken into

account in determining whether there has been, or would reasonably be expected to be, a Target Material Adverse Effect pursuant to subsection (i) of this definition: (A) general economic conditions (or changes in such conditions) in the United States, The Netherlands or any other country or region in the world in which the Target or its Subsidiaries conduct business, or conditions in the global economy generally, (B) changes in any financial, debt, credit, capital, banking or securities markets or conditions, (C) changes in interest, currency or exchange rates or the price of any commodity, security or market index, (D) changes after the date of the Acquisition Agreement in applicable Law (as defined in the Acquisition Agreement as in effect on the date hereof) (or the interpretation thereof) or changes after the date of the Acquisition Agreement in GAAP (as defined in the Acquisition Agreement as in effect on the date hereof) or other applicable accounting standards (or the interpretation thereof), (E) changes in the Target's and its Subsidiaries' industries in general, (F) any change in the market price, trading volume or ratings of any securities or indebtedness of the Target or any of its Subsidiaries, any change or prospective change of the ratings or the ratings outlook for the Target or any of its Subsidiaries by any applicable rating agency and the consequences of such ratings or outlook decrease, or the change in, or failure of the Target to meet, or the publication of any report regarding, any internal or public projections, forecasts, guidance, budgets, predictions or estimates of or relating to the Target or any of its Subsidiaries (it being understood that the underlying facts and circumstances giving rise to such change or failure may, if they are not otherwise excluded from the definition of Target Material Adverse Effect, be deemed to constitute and may be taken into account in determining whether a Target Material Adverse Effect has occurred or will occur), (G) the occurrence, escalation, outbreak or worsening of any hostilities, war, police action, acts of terrorism, sabotage or military conflicts, whether or not pursuant to the declaration of an emergency or war, (H) the execution and delivery of the Acquisition Agreement or the announcement or pendency of the Transactions (including by reason of the identity of Buyer (as defined in the Acquisition Agreement as in effect on the date hereof)), including the impact thereof on the relationships, contractual or otherwise, of the Target and its Subsidiaries with employees, customers, suppliers or partners (except that this clause (H) shall not apply with respect to the representations or warranties in Section 3.04 of the Acquisition Agreement (as in effect on the date hereof), except with respect to any violation of, or right arising under, Disclosed Contracts (as defined in the Acquisition Agreement as in effect on the date hereof) (to which this clause (H) shall apply)), (I) the existence, occurrence or continuation of any force majeure events, including any earthquakes, floods, hurricanes, tropical storms, fires or other natural or manmade disasters, any epidemic, pandemic or other similar outbreak (including any non-human epidemic, pandemic or other similar outbreak) or any other national, international or regional calamity, (J) any Action (as defined in the Acquisition Agreement as in effect on the date hereof) brought or threatened by shareholders of the Target (whether on behalf of the Target or otherwise) asserting allegations of breach of fiduciary duty relating to the Acquisition Agreement or violations of securities Laws in connection with the Company Disclosure Documents (as defined in the Acquisition Agreement as in effect on the date hereof), (K) any Action brought or that could be brought by any Third Party (as defined in the Acquisition Agreement as in effect on the date hereof) (1) challenging the Transactions or (2) asserting claims arising from, or that could arise from, the Transactions, in the case of each of sub-clauses (1) and (2) to the extent such Action arises out of a Disclosed Contract and (L) any action expressly required to be taken pursuant to the Acquisition Agreement, any action not taken because it was prohibited under this Agreement (but only in the event that the Target requested in writing Buyer's waiver or consent to take such action and Buyer failed to provide waiver or consent), or any action taken at the express written direction of Buyer; *provided*, *further*, that with respect to subclauses (A), (B), (C), (D), (E), (G) and (I), if such Effect disproportionately affects the Target and its Subsidiaries, taken as a whole, compared to other similarly situated companies, then, to the extent not otherwise excluded from the definition of Target Material Adverse Effect, only such incremental disproportionate impact or impacts shall be taken into account in determining whether there has been, or would reasonably be expected to be, a Target Material Adverse Effect).

3. Financial Statements. The Arrangers shall have received (i) audited financial statements of the Borrower for each of its three most recent fiscal years ended at least 60 days prior to the Closing Date; (ii) unaudited financial statements of the Borrower for any quarterly interim period or periods (other than the fourth fiscal quarter) ended after the date of its most recent audited financial statements (and corresponding periods of any prior year) and more than 40 days prior to the Closing Date (with respect to which independent auditors shall have performed a SAS 100 review); (iii) audited financial statements of the Acquired Business for each of its three most recent fiscal years ended at least 60 days prior to the Closing Date and unaudited financial statements of the Acquired Business for any quarterly interim period or periods (other than the fourth fiscal quarter) ended after the date of its most recent audited financial statements (and corresponding periods of any prior year) and more than 40 days prior to the Closing Date (with respect to which independent auditors shall have performed a SAS 100 review); and (iv) customary pro forma financial statements of the Borrower giving effect to the Transactions (and such other acquisitions), in each case as required by Rule 3-05 and Article 11 of Regulation S-X under the Securities Act of 1933, as amended (the "**Securities Act**"), as of the date of and for the period ending on the date of the latest financial statements delivered under clause (i) or (ii) above, as applicable, regardless of when the Borrower is required to file such financial statements with the Securities and Exchange Commission, and in each of (i) through (iv) meeting the requirements of Regulation S-X under the Securities Act. The Arrangers hereby acknowledges that the Borrower's and the Acquired Business's public filing with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, of any required financial statements will satisfy the requirements of this paragraph.

4. Payment of Fees and Expenses. All costs, fees, expenses (including, without limitation, legal fees and expenses) to the extent invoiced at least two business days prior to the Closing Date and the fees contemplated by the Fee Letters payable to the Arrangers, the Administrative Agent or the Lenders shall have been paid on or prior to the Closing Date, in each case, to the extent required by the Fee Letters or the Loan Documents to be paid on or prior to the Closing Date.

5. Customary Closing Documents. The Borrower shall have complied with the following customary closing conditions: (i) the delivery of customary legal opinions from Cravath, Swaine & Moore LLP or other counsel reasonably acceptable to the Arrangers, customary corporate records and documents from public officials, customary officer's certificates with respect to incumbency and satisfaction of closing conditions, customary evidence of authority and a customary borrowing notice, in each case in customary form and substance reasonably satisfactory to the Arrangers and the Borrower, and (ii) delivery of a solvency certificate from the chief financial officer of the Borrower in the form attached hereto as Schedule I demonstrating pro forma solvency (on a consolidated basis) of the Borrower and its subsidiaries as of the Closing Date. The Arrangers will have received at least three business days prior to the Closing Date all documentation and other information regarding the Borrower and the Guarantors required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the Patriot Act, in each case to the extent reasonably requested at least ten business days prior to the Closing Date.

6. Accuracy of Representations/No Default. At the time of and upon giving effect to the borrowing and application of the Bridge Loans on the Closing Date, (i) each Acquisition Representation shall be true and correct (but only to the extent that the Borrower or its applicable affiliates have the right not to consummate the Acquisition, or to terminate their respective obligations (or

otherwise do not have an obligation to close), under the Acquisition Agreement as a result of a failure of such Acquisition Representation to be true and correct), (ii) the Specified Representations shall be true and correct in all material respects (except to the extent already qualified by materiality or material adverse effect) and (iii) there shall not exist any default or event of default under the Bridge Loan Agreement relating to (a) non-payment of amounts due under the Bridge Facility, (b) payment event of default under any Material Debt Instrument (including upon acceleration thereof), (c) bankruptcy or insolvency or (d) invalidity of Loan Documents.

7. Repayment of Certain Obligations of the Acquired Business. All amounts due or outstanding in respect of the following facilities of the Acquired Business shall have been (or substantially simultaneously with the closing under the Bridge Facility shall be) paid in full, all commitments (if any) in respect thereof terminated and all guarantees (if any) thereof and security (if any) therefor discharged and released: (a) that certain senior secured revolving credit agreement, dated as of December 7, 2015, among NXP B.V. and NXP Funding LLC, as borrowers, the several lenders from time to time parties thereto, and Morgan Stanley Senior Funding Inc., as administrative agent, (b) that certain senior secured term credit agreement, dated as of March 4, 2011, among NXP B.V. and NXP Funding LLC, as borrowers, the several lenders from time to time parties thereto, and Barclays Bank PLC, as administrative agent, and (c) that certain senior secured term credit agreement, dated as of December 7, 2015, among NXP B.V. and NXP Funding LLC, as borrowers, the several lenders from time to time parties thereto, and Credit Suisse AG, as administrative agent.

SCHEDULE I
TO ANNEX C

Project River
Form of Solvency Certificate

SOLVENCY CERTIFICATE
of
QUALCOMM INCORPORATED
AND ITS SUBSIDIARIES

Pursuant to Section [●] of the Credit Agreement, the undersigned hereby certifies, solely in such undersigned's capacity as chief financial officer of QUALCOMM Incorporated (the "**Company**"), and not individually, as follows:

As of the date hereof, after giving effect to the consummation of the Transactions, including the making of the Bridge Loans under the Credit Agreement, and after giving effect to the application of the proceeds of such indebtedness:

a. The fair value of the assets of the Company and its subsidiaries, on a consolidated basis, exceeds, on a consolidated basis, their debts and liabilities, subordinated, contingent or otherwise;

b. The present fair saleable value of the property of the Company and its subsidiaries, on a consolidated basis, is greater than the amount that will be required to pay the probable liability, on a consolidated basis, of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured;

c. The Company and its subsidiaries, on a consolidated basis, are able to pay their debts and liabilities, subordinated, contingent or otherwise, as such liabilities become absolute and matured; and

d. The Company and its subsidiaries, on a consolidated basis, are not engaged in, and are not about to engage in, business for which they have unreasonably small capital.

For purposes of this Certificate, the amount of any contingent liability at any time shall be computed as the amount that would reasonably be expected to become an actual and matured liability. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned has executed this Certificate in such undersigned's capacity as chief financial officer of the Company, on behalf of the Company, and not individually, as of the date first stated above.

QUALCOMM INCORPORATED

By: _____

Name:
Title:

Exhibit (b)(2)

EXECUTION VERSION

GOLDMAN SACHS BANK USA
GOLDMAN SACHS LENDING PARTNERS LLC
200 West Street
New York, New York 10282-2198

JPMORGAN CHASE BANK, N.A.
383 Madison Avenue
New York, New York 10179

PERSONAL AND CONFIDENTIAL

November 8, 2016

QUALCOMM Incorporated
5775 Morehouse Drive
San Diego, California 92121

Attention: David Wise
Senior Vice President and Treasurer

PROJECT RIVER
Bridge Joinder Letter

Ladies and Gentlemen:

Reference is made to the 364-Day Bridge Loan Facility Commitment Letter (together with the annexes thereto and as modified hereby and amended from time to time after the date hereof, the "***Commitment Letter***") dated as of October 27, 2016, among QUALCOMM Incorporated ("***you***" or the "***Borrower***"), Goldman Sachs Bank USA ("***GS Bank***"), Goldman Sachs Lending Partners LLC ("***GSLP***" and, together with GS Bank, "***Goldman Sachs***") and JPMorgan Chase Bank, N.A. ("***JPMorgan***"). This Bridge Joinder Letter (this "***Joinder Letter***") sets forth the agreement of the Borrower, Goldman Sachs, JPMorgan and each additional lender identified on the signature pages hereof as an "Additional Commitment Party" (collectively, the "***Additional Commitment Parties***" and, together with Goldman Sachs and JPMorgan, the "***Commitment Parties***", "***we***" or "***us***") regarding the commitment by each Additional Commitment Party to provide a portion of the commitments under the Commitment Letter. Capitalized terms used but not defined herein are used with the meanings assigned to them in the Commitment Letter.

Each Additional Commitment Party acknowledges and agrees that Goldman Sachs and JPMorgan are exclusively authorized by the Borrower to act as joint lead arrangers and joint bookrunners (in such capacities, each an "***Arranger***" and, collectively, the "***Arrangers***") in connection with the Bridge Facility and Goldman Sachs is exclusively authorized by the Borrower to act as sole administrative agent for the Bridge Facility. For the avoidance of doubt, nothing in this Joinder Letter shall give any rights to any Additional Commitment Party as an Arranger or as Administrative Agent.

1. Commitments. Each Additional Commitment Party (a) hereby commits, on a several but not joint basis, on the terms and conditions set forth herein and in the Commitment Letter, to provide a portion of Tranche 1 of the Bridge Facility in the principal amount set forth adjacent to its name on Schedule II attached hereto (the "***Commitment Schedule***") under the heading "Tranche 1 Commitment" and accepts the title(s) set forth adjacent to its name on the Commitment Schedule under

the heading "Title(s)" and (b) hereby becomes a party to the Commitment Letter (other than for purposes of (i) the Fee Letters, (ii) the final sentence of Section 1 of the Commitment Letter and (iii) the selection of the Financial Institution and the approval of the terms of the Permanent Financing (collectively, the "***Exclusions***")) as a Lender and an additional Commitment Party thereunder (but, for the avoidance of doubt, not as an Arranger) having such commitment, being subject to all applicable obligations and being entitled to all applicable rights, with the same force and effect as if originally named therein as a Lender and a Commitment Party (and each reference in the Commitment Letter to a "Lender", a "Commitment Party", "we" or "us", other than to the extent inconsistent with the Exclusions, shall be deemed to include each Additional Commitment Party on a several and not joint basis). Each Additional Commitment Party acknowledges and agrees that its commitment hereunder is subject solely to the conditions specified in Section 2 of the Commitment Letter and Annex C to the Commitment Letter. The respective commitments of the Arrangers under the Commitment Letter with respect to Tranche 1 of the Bridge Facility shall be reduced pro rata on a dollar-for-dollar basis automatically, with effect from the date hereof, by an amount equal to the commitments of the Additional Commitment Parties hereunder with respect to Tranche 1 of the Bridge Facility such that the commitments of Goldman Sachs, JPMorgan and each Additional Commitment Party under the Commitment Letter, as modified by this Joinder Letter, with respect to Tranche 1 of the Bridge Facility shall be as set forth in the Commitment Schedule from the date hereof. In the event that the aggregate commitments under Tranche 1 of the Bridge Facility are reduced in accordance with the terms described in Annex B to the Commitment Letter under the caption "Mandatory Prepayments/Commitment Reductions" or "Voluntary Prepayments/Commitment Reductions", the commitments of each Additional Commitment Party with respect to Tranche 1 of the Bridge Facility shall be reduced on a pro rata basis along with the commitments of the Arrangers with respect to Tranche 1 of the Bridge Facility. Without limiting the foregoing, any reduction of Goldman Sachs's commitments under the Bridge Facility in accordance with this paragraph or as a result of the reduction of the overall commitments with respect to the Bridge Facility, in each case in its capacity as an initial Lender, pursuant to the terms of the Commitment Letter, shall be allocated between GSLP's and GS Bank's respective commitments as determined by GSLP and GS Bank in their sole discretion. It is understood and agreed that each Additional Commitment Party is, or is hereby deemed to be, an Approved Lender under (and as defined in) the Arranger Fee Letter.

2. Fees. As consideration for the commitments of the Additional Commitment Parties, the Arrangers agree to pay the fees to the Additional Commitment Parties as set forth on Schedule I attached hereto (the "***Fee Schedule***"), to the extent that such fees have been received by the Arrangers from the Borrower pursuant to the Arranger Fee Letter (it being understood that nothing herein shall be deemed to modify any Fee Letter or increase any fees that have been paid or are payable by the Borrower thereunder).

3. Indemnity. For the avoidance of doubt, you agree that the Additional Commitment Parties will have the benefit of all the provisions of Section 5 of the Commitment Letter and Annex A thereto. For all purposes thereunder, (a) any controlling person or controlled affiliate of any Additional Commitment Party, (b) the respective directors, officers, or employees of any Additional Commitment Party or any of its controlling persons or controlled affiliates and (c) the respective agents of any Additional Commitment Party or any of its controlling persons or controlled affiliates, in the case of this clause (c), acting at the instructions of such Additional Commitment Party, controlling person or such controlled affiliate shall be deemed to be a "Related Commitment Party"; *provided* that each reference to a controlled affiliate or controlling person in this sentence pertains to a controlled affiliate or controlling person involved in the negotiation of this Joinder Letter or the syndication of the Bridge Facility. In addition, each of the Additional Commitment Parties shall be a beneficiary of all acknowledgements, representations, warranties, and waivers made by, and covenants of, the Borrower in the Commitment Letter, to the same extent as the same are applicable to the Commitment Parties.

4. Confidentiality. Neither this Joinder Letter nor any of its terms or substance, nor the activities of any of us pursuant hereto or any written communications provided by the Commitment Parties in connection with this arrangement, shall be disclosed, directly or indirectly, to any other person without our prior written consent; *provided* that we hereby consent to your disclosure of (a) this Joinder Letter and such communications and discussions to your and your affiliates' respective officers, directors, employees and advisors (including legal counsel, independent auditors and other experts or agents) who are directly involved in the consideration of the Transactions (including in connection with providing accounting and tax advice to you and your affiliates) on a confidential basis, (b) this Joinder Letter or the information contained herein to the Acquired Business and its officers, directors, employees, agents and advisors (including legal counsel, independent auditors and other experts or agents) in connection with the Transactions, who are directly involved in the consideration of the Transactions to the extent you notify such persons of their obligations to keep such material confidential (*provided* that any disclosure of the Fee Schedule or its terms or substance to the Acquired Business or its officers, directors, employees, agents and advisors shall be redacted in a manner reasonably satisfactory to us), (c) this Joinder Letter and such communications and discussions after providing written notice to the Commitment Parties (to the extent practicable and not prohibited by applicable law) pursuant to a subpoena or order issued by a court of competent jurisdiction or by a judicial, administrative or legislative body or committee, (d) this Joinder Letter as otherwise required by applicable law or compulsory legal process (in which case you agree to inform us promptly thereof to the extent practicable and not prohibited by applicable law), (e) following your acceptance of the provisions hereof and return of an executed counterpart of this Joinder Letter to the Commitment Parties, a copy of any portion of this Joinder Letter (but not the Fee Schedule other than the existence thereof) in any public record in which you are required by law or regulation on the advice of your counsel to file it, (f) the aggregate fee amounts contained in the Fee Schedule as part of projections, pro forma information or a generic disclosure of aggregate sources and uses related to aggregate compensation amounts related to the Transactions to the extent customary or required in offering and marketing materials for the Bridge Facility, Notes or in any public filing relating to the Transactions, in each case in a manner which does not disclose the fees set forth in the Fee Schedule (except in the aggregate), and (g) this Joinder Letter and the information contained herein in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Joinder Letter or the transactions contemplated hereby or enforcement hereof.

Each Additional Commitment Party agrees to be bound by the confidentiality provisions contained in the second paragraph of Section 7 of the Commitment Letter as if each reference therein to a Lender or a Commitment Party were a reference to each such Additional Commitment Party.

5. Patriot Act. We hereby notify you that pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (as amended, the "***Patriot Act***"), we and the other Lenders may be required to obtain, verify and record information that identifies the Borrower and each Guarantor, which information includes the name and address of the Borrower and each Guarantor and other information that will allow each Commitment Party and such Lender to identify the Borrower and each Guarantor in accordance with the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act and is effective for each Commitment Party and each Lender.

6. Governing Law, etc. Each party hereto agrees that any suit or proceeding arising in respect of this Joinder Letter or the Commitment Parties' commitments or agreements hereunder or the Fee Schedule will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in the City and County of New York, and each of the parties hereto hereby submits to the exclusive jurisdiction of, and to venue in, such court. Any right to trial by jury with respect to any action or proceeding arising in connection with or as a result of either the Commitment Parties' commitments or agreements or any matter referred to in this Joinder Letter or the Fee Schedule is hereby waived by the parties hereto. Each

party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Service of any process, summons, notice or document by registered mail or overnight courier addressed to any of the parties hereto at the addresses above shall be effective service of process against such party for any suit, action or proceeding brought in any such court. This Joinder Letter and the Fee Schedule will be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws; *provided* that (a) the interpretation of the definition of Target Material Adverse Effect and whether or not a Target Material Adverse Effect has occurred, (b) the determination of the accuracy of any Acquisition Representations and whether as a result of any inaccuracy thereof the Borrower, Buyer or their respective affiliates have the right to terminate their respective obligations under the Acquisition Agreement, or to decline to consummate the Transactions pursuant to the Acquisition Agreement and (c) the determination of whether the Transactions have been consummated in accordance with the terms of the Acquisition Agreement, in each case, shall be governed by, and construed and interpreted solely in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws that would result in the application of the laws of any other State or country.

7. Miscellaneous. This Joinder Letter may be executed in any number of counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Joinder Letter by facsimile transmission or electronic transmission (in pdf format) will be effective as delivery of a manually executed counterpart hereof. This Joinder Letter supersedes any commitment advice or similar letter executed by any Additional Commitment Party on or prior to the date hereof in connection with the Bridge Facility, which commitment advice or similar letter shall in each case terminate upon the effectiveness of this Joinder Letter. The Commitment Letter, the Fee Letters and this Joinder Letter are the only agreements that have been entered into among the parties hereto with respect to the Bridge Facility and set forth the entire understanding of the parties with respect thereto and supersede any prior written or oral agreements among the parties hereto with respect to the Bridge Facility. Except as modified hereunder, the provisions of the Commitment Letter, as modified by this Joinder Letter, shall remain in full force and effect. Headings are for convenience of reference only and shall not affect the construction of, or be taken into consideration when interpreting, this Joinder Letter.

This Joinder Letter (including the attachments hereto) and the Commitment Letter may not be amended or any term or provision hereof or thereof waived or modified except by an instrument in writing signed by each of the parties hereto.

The provisions of Sections 2 through 6 and this Section 7 of this Joinder Letter (other than any provision herein that expressly terminates upon execution of the Bridge Loan Agreement) shall remain in full force and effect regardless of whether definitive financing documentation shall be executed and delivered and notwithstanding the termination of this Joinder Letter or any commitment or undertaking of the Commitment Parties and Additional Commitment Parties hereunder; *provided* that your obligations under this Joinder Letter, other than those relating to confidentiality and compensation (which shall remain in full force and effect), shall, to the extent covered by the Loan Documents, automatically terminate and be superseded by the applicable provisions contained in the Loan Documents upon the occurrence of the Closing Date. Subject to the last sentence of this paragraph, this Joinder Letter shall not be assignable by any party hereto without the prior written consent of you and the Arrangers and any purported assignment without such consent will be null and void. This Joinder Letter is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto (and their respective Related Commitment Parties). Each Additional Commitment Party may only assign its commitment hereunder, in whole or in part, to any of its affiliates; *provided*, that with respect to the commitments hereunder of each Additional Commitment Party, any assignments thereof to an affiliate will not relieve such Additional Commitment

Party from any of its obligations hereunder unless and until such affiliate shall have funded the portion of the commitment so assigned on the Closing Date; *provided further*, that Merrill Lynch, Pierce, Fenner & Smith Incorporated (or any of its designated affiliates) may, without notice to the Borrower, assign its rights and obligations under the Commitment Letter, the Fee Letters and hereunder to any other registered broker-dealer wholly-owned by Bank of America Corporation to which all or substantially all of Bank of America Corporation's or any of its subsidiaries' investment banking, commercial lending services or related businesses may be transferred following the date hereof.

It is understood and agreed that no Additional Commitment Party shall syndicate the Bridge Facility until the Arrangers provide notice to such Additional Commitment Party of the occurrence of a Successful Syndication (as defined in the Arranger Fee Letter) and that any syndication shall also be subject to the provisions in the immediately preceding paragraph.

As you know, the Additional Commitment Parties (together with their respective affiliates, the "***Affiliated Parties***") are full service financial institutions engaged, either directly or through their respective affiliates, in a broad array of activities, including commercial and investment banking, financial advisory, market making and trading, investment management (both public and private investing), investment research, principal investment, financial planning, benefits counseling, risk management, hedging, financing, brokerage and other financial and non-financial activities and services globally. In the ordinary course of their various business activities, the Affiliated Parties and funds or other entities in which the Affiliated Parties invest or with which they co-invest, may at any time purchase, sell, hold or vote long or short positions and investments in securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers. In addition, the Affiliated Parties may at any time communicate independent recommendations and/or publish or express independent research views in respect of such assets, securities or instruments. Any of the aforementioned activities may involve or relate to assets, securities and/or instruments of you, the Acquired Business and/or other entities and persons which may (i) be involved in transactions arising from or relating to the arrangement contemplated by this Joinder Letter or the Commitment Letter or (ii) have other relationships with you or your affiliates. In addition, the Affiliated Parties may provide investment banking, commercial banking, underwriting and financial advisory services to such other entities and persons. The arrangement contemplated by this Joinder Letter or the Commitment Letter may have a direct or indirect impact on the investments, securities or instruments referred to in this paragraph, and employees working on the financing contemplated hereby may have been involved in originating certain of such investments and those employees may receive credit internally therefor. Although the Affiliated Parties in the course of such other activities and relationships may acquire information about the arrangement contemplated by this Joinder Letter or the Commitment Letter or other entities and persons which may be the subject of the arrangement contemplated by this Joinder Letter or the Commitment Letter, the Affiliated Parties shall have no obligation to disclose such information, or the fact that the Affiliated Parties are in possession of such information, to you or to use such information on your behalf.

As you know, Goldman, Sachs & Co. has been retained by the Borrower (or one of its affiliates) as financial advisor (in such capacity, the "***Financial Advisor***") in connection with the Acquisition. You agree to such retention, and further agree not to assert any claim you might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from, on the one hand, the engagement of the Financial Advisor and, on the other hand, our and our affiliates' relationships with you as described and referred to herein. Each of the Commitment Parties hereto acknowledges (i) the retention of Goldman, Sachs & Co. as the Financial Advisor and (ii) that such relationship does not create any fiduciary duties or fiduciary responsibilities to such Commitment Party on the part of Goldman Sachs or its affiliates.

The commitments and undertakings of each Additional Commitment Party shall continue until the earlier of (i) the Commitment Termination Date and (ii) the execution and delivery of the Loan Documents by each party thereto.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof.

[Remainder of page intentionally left blank]

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

GOLDMAN SACHS BANK USA

By: /s/ Robert Ehudin
Name: Robert Ehudin
Title: Authorized Signatory

GOLDMAN SACHS LENDING PARTNERS LLC

By: /s/ Robert Ehudin
Name: Robert Ehudin
Title: Authorized Signatory

[Signature Page to Bridge Joinder Letter]

JPMORGAN CHASE BANK, N.A.

By: /s/ Nicholas Gitron-Beer
Name: Nicholas Gitron-Beer
Title: Vice President

[Signature Page to Bridge Joinder Letter]

BANK OF AMERICA, N.A.,
as an Additional Commitment Party

By: /s/ Mukesh Singh
Name: Mukesh Singh
Title: Vice President

[Signature Page to Bridge Joinder Letter]

BARCLAYS BANK PLC,
as an Additional Commitment Party

By: /s/ May Huang
Name: May Huang
Title: Assistant Vice President

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CITIBANK, N.A.,
as an Additional Commitment Party

By: /s/ Matthew Sutton
Name: Matthew Sutton
Title: Vice President

[Signature Page to Bridge Joinder Letter]

DEUTSCHE BANK AG CAYMAN ISLANDS BRANCH
as an Additional Commitment Party

By: /s/ Ming K Chu
Name: Ming K Chu
Title: Director

DEUTSCHE BANK AG CAYMAN ISLANDS BRANCH
as an Additional Commitment Party

By: /s/ Virginia Cosenza
Name: Virginia Cosenza
Title: Vice President

Mizuho Bank, Ltd.,
as an Additional Commitment Party

By: /s/ Daniel Guevara
Name: Daniel Guevara
Title: Authorized Signatory

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THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,
as an Additional Commitment Party

By: /s/ Lillian Kim
Lillian Kim
Director

[Signature Page to Bridge Joinder Letter]

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as an Additional Commitment Party

By: /s/ Patrick Levesque
Name: Patrick Levesque
Title: Director

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BANK OF CHINA LOS ANGELES BRANCH
as an Additional Commitment Party

By: /s/ Yong Ou
Name: Yong Ou
Title: SVP & Deputy Branch Manager

[Signature Page to Bridge Joinder Letter]

BNP PARIBAS,
as an Additional Commitment Party

By: /s/ Nicole Rodriguez
Name: Nicole Rodriguez
Title: Director

By: /s/ Karim Remtoula
Name: Karim Remtoula
Title: Vice President

[Signature Page to Bridge Joinder Letter]

LLOYDS BANK PLC,
as an Additional Commitment Party

By: /s/ Daven Popat
Name: Daven Popat
Title: Senior Vice President
Transaction Execution
Category A
P003

By: /s/ Erin Walsh
Name: Erin Walsh
Title: Assistant Vice President
Transaction Execution
Category A
W004

SUMITOMO MITSUI BANKING CORPORATION,
as an Additional Commitment Party

By: /s/ Alan Krouk
Name: Alan Krouk
Title: Managing Director

[Signature Page to Bridge Joinder Letter]

U.S. BANK NATIONAL ASSOCIATION,
as an Additional Commitment Party

By: /s/ Susan M. Bowes
Name: Susan M. Bowes
Title: Senior Vice President

[Signature Page to Bridge Joinder Letter]

Accepted and agreed to as of the date first written above:

QUALCOMM INCORPORATED

By: /s/ David E. Wise
Name: David E. Wise
Title: SVP & Treasurer

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into and made to be effective as of July 4, 2016 by and between NXP B.V., a company incorporated in the Netherlands and organized and existing under the laws of the Netherlands with its principal place of business at High Tech Campus 60, 5656 AG Eindhoven, acting on its behalf and on behalf of NXP affiliated companies ("NXP"); and QUALCOMM Incorporated, a company incorporated in the State of Delaware, U.S.A., with its principal place of business at 5775 Morehouse Drive, San Diego, California 92121 U.S.A. (the "Company"), (together, the "Parties").

WHEREAS, The Parties desire to exchange information, including certain financial, technical, product, operations and other business information solely for the purpose of evaluating a potential acquisition of NXP by the Company or a comparable negotiated transaction between the Company and NXP (the "Permitted Purpose" or the "Transaction").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Confidential Information

For the purposes of this Agreement "Confidential Information" means all information concerning or provided by the disclosing Party ("Disclosing Party") to the receiving Party ("Receiving Party") or its Representatives (whether in writing, or in oral, graphic, electronic or any other form and including information made available or furnished prior to the date hereof) that is reasonably understood by the Receiving Party from the context of disclosure or from the information itself, to be confidential, and any report, analysis, compilation, study, interpretation, forecast, model, interpretation, third-party agreements or materials, trade secrets, customer and supplier information, product information, product roadmaps, records, memoranda or other material prepared or maintained by the Receiving Party, in whatever form (whether documentary, computer storage or otherwise) to the extent containing, reflecting, derived from, based upon or referring to, in whole or in part, any such information. "Representatives" means, with respect to a Party, such Party's wholly owned subsidiaries, directors, officers, employees, consultants, accountants, financial and legal advisors and, with and subject to the prior written consent of the Disclosing Party, any actual or potential sources of debt financing (including any affiliate of any financial advisor acting in such capacity and their counsel) and other representatives which are identified to the Disclosing Party and who shall be subject to confidentiality obligations at least as stringent as a Receiving Party hereto. The term "Representatives" does not include any potential equity investors or co-bidders and nothing in this Agreement shall permit the Receiving Party or its Representatives, directly or indirectly, to enter into any discussions, negotiations, arrangements or understandings with, or to share any Confidential Information with, any person with respect to participation as an equity investor or as a co-bidder in connection with any possible Transaction, or to propose to any other person to participate as an equity investor or as a co-bidder in connection with any possible Transaction or to advise, assist, encourage, act as an equity financing source for or otherwise invest in any other person in connection with any of the foregoing activities.

2. Obligations of Confidentiality

Each Party recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and the damage that could result to the Disclosing Party if Confidential Information contained therein is disclosed to any person. As a condition to and in consideration of Confidential Information being provided to the Receiving Party and its Representatives, each Receiving Party undertakes and agrees as follows:

(a) to hold and cause its Representatives to hold Confidential Information provided hereunder now or in the future in accordance with the provisions of this Agreement and not to disclose or permit it to be disclosed to any person, firm or company other than the Receiving Party's Representatives who need to know such information for the Permitted Purpose;

(b) only to use the Confidential Information for the Permitted Purpose and not for any other purpose;

(c) to ensure that each Representative to whom disclosure of Confidential Information is made by the Receiving Party is fully aware in advance of the Receiving Party's obligations under this Agreement and to take full responsibility and remain fully liable for any actions or omissions of its Representatives that are not in accordance with this Agreement; and

(d) to keep confidential and not reveal to any person, firm or company (other than Representatives) the fact that Confidential Information has been made available in connection with the Permitted Purpose, that discussions or negotiations are taking place or have taken place between the Parties concerning a potential Transaction between the Parties, including the status of such discussions or the termination of such discussions or negotiations, or any opinions or view with respect to the Confidential Information.

Each Party hereby acknowledges that it is aware, and it will advise its Representatives who are informed as to the matters which are the subject of this Agreement, that Confidential Information may include material non-public information and that United States securities laws impose restrictions on trading securities when in possession of such information and on communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to trade in such securities.

Neither Party nor its Representatives will initiate any communications with any Representatives of the other Party concerning the Confidential Information, nor shall either Party or its Representatives contact any member of management or any employee of the other Party or any customers, suppliers or other third parties that conduct business with the other Party, in each case other than (a) individuals who have been specifically designated and approved by the other Party for such communications and (b) customers, suppliers or other third parties that the Party or its Representatives communicate with in the ordinary course of their respective businesses so long as such communications are made in the ordinary course of business and do not reference any Confidential Information.

3. Exceptions

The obligations of Sections 2(a)-(c) of this Agreement shall not apply to any information which is (i) now or becomes generally available to the public in the future, other than through acts or omissions of the Receiving Party or its Representatives in violation of this Agreement, (ii) lawfully obtained by the Receiving Party from sources independent of Disclosing Party; provided such source was not, to the Receiving Party's knowledge, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from transmitting such information by contractual, legal, fiduciary or other obligation, or (iii) independently developed by the Receiving Party or the Receiving Party's Representatives without the benefit or usage of or reference to the Confidential Information. The fact that information included in the Confidential Information is or becomes otherwise available to the Receiving Party or its Representatives under clauses (i) through (iii) above shall not relieve the Receiving Party or its Representatives of the prohibitions of the confidentiality provisions of this Agreement with respect to the balance of the Confidential Information.

Notwithstanding anything to the contrary set forth herein, in the event that either Party or any of its Representatives is required (by law, regulation, court order or legal process) to disclose any of the Confidential Information or any of the information which is subject to the provisions of Section 2(d) above, such Party will provide the other Party with prompt written notice of such requirement prior to disclosure so that such Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained within the time limit of the requested or legally required disclosure, the Party compelled to disclose Confidential Information will furnish only that portion of the Confidential Information or take only such action as is requested or legally required based upon the advice of its legal counsel and will use commercially reasonable efforts to obtain reliable

assurance that confidential treatment will be accorded any Confidential Information (or other information required to be kept confidential pursuant to this Agreement) so furnished. The Receiving Party shall cooperate with any reasonable action requested by the Disclosing Party to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information.

4. Return of Confidential Information; Limited Access Confidential Information

(a) If either Party decides that it does not wish to proceed with a Transaction, such Party will promptly inform the other Party of that decision. In that case, or at any time at the Disclosing Party's request, the Receiving Party shall promptly return to Disclosing Party, or, with the Disclosing Party's written permission, destroy, and certify to the Disclosing Party in writing such destruction of, all materials (in whatever form) constituting Confidential Information of the Disclosing Party, including any notes, copies, summaries, extracts or other tangible embodiments thereof in whole or in part thereof, and such materials shall not be retained by the Receiving Party in any form or for any reason. All Confidential Information stored electronically shall be permanently deleted. Thereafter, the Receiving Party shall not use such Confidential Information in any way for any purpose. Notwithstanding the foregoing (subject to Section 4(b)), (i) the obligations set forth in the second and third sentences of this Section 4(a) shall not apply to Confidential Information that the Receiving Party stores on backup disks or in backup storage facilities automatically produced in the ordinary course of business consistent with past practice or by any applicable law, regulation, court order or legal process and (ii) Representatives of a Receiving Party that are accounting firms, investment banks or similar organizations may, subject to the terms of this Agreement, retain copies of the Confidential Information in accordance with policies and procedures implemented by such persons in order to comply with applicable law, regulation or professional standards or reasonable business practices; provided that such Representatives do not provide the Receiving Party with access to any such retained Confidential Information, in each case it being understood that such Confidential Information must be kept confidential in accordance with this Agreement.

(b) The Parties acknowledge and agree that certain highly-sensitive Confidential Information may in the reasonable discretion of the Disclosing Party be designated "Attorneys Eyes' Only" (collectively, "Limited Access Confidential Information"). The Receiving Party agrees that access to Limited Access Confidential Information shall be granted only to attorney Representatives who have been pre-approved in writing (which may be by email) by the Disclosing Party ("Designated Representatives"). Without limiting the confidentiality obligations set forth in Section 2, the Receiving Party shall ensure that Limited Access Confidential Information (including any notes, extracts, summaries, copies or tangible embodiments thereof) is not disclosed to any Representative other than Designated Representatives; it being understood that the Designated Representatives can provide the Receiving Party with written or oral legal advice or analyses based on the review of such Limited Access Confidential Information. Without limiting Section 2(c), the Receiving Party shall be responsible for any breach of this Agreement by any of its Designated Representatives. With respect to Limited Access Confidential Information (including any notes, copies or tangible embodiments thereof), the Receiving Party's obligations under Section 2 shall apply in perpetuity (unless one or more of the exceptions set forth in subsections (i), (ii) or (iii) of Section 3 applies). Upon termination of this Agreement or the request of the Disclosing Party, all notes, extracts, summaries, copies or tangible embodiments of Limited Access Confidential Information shall be permanently deleted and not retained by the Receiving Party, without exception, other than attorney work product and analyses based on the review of Limited Access Confidential Information by Designated Representatives that the Receiving Party stores on backup disks or in backup storage facilities automatically produced in the ordinary course of business consistent with past practice or by any applicable law, regulation, court order or legal process.

5. No Representations, Licence or Waiver

(a) Neither Party nor its Representatives makes any representation or warranty, either express or implied, as to the accuracy or completeness of the Confidential Information or any use thereof and the Confidential Information is provided on an "as is" basis. Each Party will conduct its own independent investigation and analysis. Each Party agrees that neither Party nor its Representatives shall have any liability to the other

Party or its Representatives resulting from the use of the Confidential Information (as permitted pursuant to this Agreement) other than as may be set forth in a definitive agreement between the Parties concerning the Transaction. Notwithstanding any other provision hereof, each Party reserves the right not to make available hereunder any information the provision of which is determined by it, in its sole discretion, to be inadvisable or inappropriate.

(b) As between the Parties, the Confidential Information (including notes, extracts, summaries, copies or tangible embodiments to the extent incorporating or reflecting the Confidential Information) remains the sole property of the Disclosing Party. Nothing in this Agreement is intended to grant any right or license to the Confidential Information or any intellectual property rights except for the limited right to use such Confidential Information for the Permitted Purpose as expressly set forth herein.

(c) Nothing in this Agreement shall obligate the Parties to proceed with any business relationship and each Party may terminate the discussions contemplated by this Agreement. Unless and until a written definitive agreement concerning the Transaction has been executed, neither Party nor any of its Representatives will have any legal obligation or liability to the other Party of any kind whatsoever with respect to the Transaction, whether by virtue of this Agreement or any other written or oral expression with respect to the Transaction or otherwise.

(d) To the extent that any Confidential Information includes materials or other information that may be subject to the attorney-client privilege, work product doctrine or any other applicable privilege or doctrine concerning any pending, threatened or prospective action, suit, proceeding, investigation, inquiry, arbitration or dispute, each Party acknowledges that it and the other Party have a commonality of interest with respect to such action, suit, proceeding, investigation, inquiry, arbitration or dispute, and agrees that it is their mutual desire, intention and understanding that the sharing of such materials and other information is not intended to, and shall not, affect the confidentiality of any of such materials or other information or waive or diminish the continued protection of any of such materials or other information under the attorney-client privilege, work product doctrine or other applicable privilege or doctrine. Accordingly, all Confidential Information that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege or doctrine shall remain entitled to protection thereunder and shall be entitled to protection under the joint defense doctrine, and it agrees to take all measures necessary to preserve, to the fullest extent possible, the applicability of all such privileges and doctrines.

6. NON-Solicitation

For a period commencing on the date of this Agreement and ending one (1) year thereafter (the 'Specified Period"), each Party will not, directly or indirectly, solicit for employment any "Qualifying Person," provided, however, that this section will not prevent either Party from: (a) engaging in discussions with a Qualifying Person where s/he has contacted such Party in response to (i) any general advertisement, job posting or similar notice; or (ii) an unsolicited resume or request for information from a Qualifying Person; or (b) engaging any recruiting firm or similar organization to identify or solicit persons for employment on behalf of such Party, or soliciting the employment of any specified officer or employee of a Party who is identified by any such recruiting firm or organization, in each case as long as such recruiting firm or organization does not directly target any officers or employees of a Party "Qualifying Person" shall mean any person who is an officer or employee of the other Party, who was introduced in person, by phone or email to the Party or its affiliates during the Specified Period in connection with evaluating a potential Transaction. "Qualifying Person" does not include any person whose employment with a Party was or is terminated by such Party, or who has received written notice that his/her employment with such Party will be terminated.

7. Term

Except as expressly set forth in Sections 4 and 6 herein, the confidentiality obligations in this Agreement will terminate on the second anniversary of the date of this Agreement; provided that (i) such termination shall in no

way affect a breach of the terms of this Agreement which occurred prior to the date of such termination and (ii) the confidentiality obligations with respect to trade secrets included or reflected in the Disclosing Party's Confidential Information shall survive termination in perpetuity (unless the exception set forth in subsection (i) of Section 3 applies). Without limiting the foregoing, the following provisions shall survive termination of this Agreement: Sections 1-5 and 7-10 and Section 12.

8. Remedies

Without limiting other remedies that may be available to the Disclosing Party, the Receiving Party agrees that damages may not be an adequate remedy for any breach (whether actual or threatened) of the provisions of this Agreement and that accordingly, the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance or other equitable relief.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of New York, USA, without regard to its conflicts of law provisions, and the Parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, State of New York, USA, in respect of any claim, dispute or difference arising out of or in connection with this Agreement.

10. Export Controls

The Receiving Party certifies that none of the Disclosing Party's Confidential Information, or any portion thereof, will be exported to any country or otherwise used or distributed in violation of any applicable export control laws or regulations.

11. Standstill

For a period of twelve (12) months after the date of this Agreement, unless it shall have been specifically invited in writing by the other Party, neither Party nor any of its affiliates will in any manner, directly or indirectly, (i) effect or seek, offer or propose (whether publicly or otherwise and whether or not subject to conditions) to effect, or announce any intention to effect or cause or participate in or in any way assist, facilitate or encourage any other person to effect or seek, offer or propose (whether publicly or otherwise and whether or not subject to conditions) or announce any intention to effect or cause or participate in: (a) the acquisition of, or obtaining any economic interest in, any right to direct the voting or disposition of, or any other right with respect to, any securities, bank debt, liabilities, claims or obligations of the other Party or any of its affiliates (or any rights, options or other securities convertible into or exercisable or exchangeable for such securities, bank debt, liabilities, claims or obligations or any obligations measured by the price or value of any securities of the other Party or any of its affiliates, including without limitation any swaps or other derivative arrangements ("Derivative Securities")), in each case, whether or not any of the foregoing may be acquired or obtained immediately or only after the passage of time or upon the satisfaction of one or more conditions (whether or not within the control of such Party) pursuant to any agreement, arrangement or understanding (whether or not in writing) or otherwise and whether or not any of the foregoing would give rise to "beneficial ownership" (as such term is used in Rule 13d-3 of the Exchange Act), and, in each case, whether or not any of the foregoing is acquired or obtained by means of borrowing of securities, operation of any Derivative Security or otherwise; (b) any tender or exchange offer, merger, consolidation, business combination or acquisition or disposition of a significant portion of the consolidated assets of the other Party or any of its affiliates; (c) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to the other Party or any of its affiliates; or (d) any "solicitation" of "proxies" to vote (as such terms are used in Regulation 14A of the Exchange Act), become a "participant" in any "election contest" (as such terms are defined in Rule 14a-11 of the Exchange Act), or initiate, propose, encourage or otherwise solicit stockholders of the other Party for the approval of any stockholder proposals with respect to the other Party or seek to advise or influence any person with respect to the voting of any voting securities of the other

Party; (ii) form, join or in any way participate in a group with respect to the common shares or any other voting securities of the other Party or any securities convertible into common shares or any other voting securities of the other Party or otherwise act in concert with any person in respect of any such securities; (iii) otherwise act, alone or in concert with others, to seek to control or influence the management, Board of Directors or policies of the other Party or to obtain representation on the Board of Directors of the other Party; (iv) take any action which might result in the other Party being obligated to make a public announcement regarding any of the types of matters set forth in this paragraph; (v) enter into any discussions, arrangements, understandings or contracts with any third party with respect to any of the foregoing; or (vi) disclose (whether or not publicly) any intention, plan or arrangement regarding any of the matters referred to in this paragraph. Each Party also agrees during such twelve (12) month period not to request, or solicit or induce another person to request, the other Party (or any of its Representatives), directly or indirectly, to amend, waive or publicize any provision of this Section 11 (including this sentence). In the event that NXP enters into a definitive acquisition agreement with a party other than the Company providing for the acquisition, directly or indirectly, of not less than a majority of the outstanding voting equity of NXP in the election of directors or all or substantially all of the assets of NXP and its subsidiaries on a consolidated basis (an "Acquisition"), then notwithstanding any provision of this Section 11, (x) the Company may, without the separate invitation, consent or authorization of NXP, make (A) a non-public, private Acquisition proposal to NXP for consideration by the Board of Directors of NXP or (B) a public Acquisition proposal (provided, that, with respect to this clause (B), such proposal shall first be made privately to the Board of Directors of NXP and shall not be made publicly unless and until either (I) the Board of Directors or NXP fails to enter into good faith negotiations with the Company within 3 business days after receipt of such proposal or (II) if the Board of Directors or NXP has entered into negotiations with the Company within such 3 business day period, NXP has failed to terminate the definitive acquisition agreement within 10 days after receipt of such proposal) and (y) the restriction on the use of Confidential Information provided in Section 2(b) of this Agreement shall not prevent the Company from making an Acquisition proposal pursuant to the foregoing clause (A) or (B). Notwithstanding anything to the contrary herein, acquisitions for investment purposes only of exchange-traded funds by a Party, that own or later acquire any economic interest in, any right to direct the voting or disposition of, or any other right with respect to any securities of the other Party or any of its subsidiaries, shall not constitute a breach of this Section 11.

12. General Provisions

This Agreement may be signed in one or more counterparts, each of which need not contain the signature of all Parties hereto, and all such counterparts taken together shall constitute a single agreement. This Agreement shall constitute the entire agreement between the Parties hereto with regard to the subject matter hereof and supersedes all prior agreements and understandings relating thereto. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns. Neither Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other Party. Any attempted assignment by a Party in violation of this Section 12 will be void and of no force or effect. The provisions and covenants set forth in this Agreement may be amended, modified or waived only by an instrument in writing executed by both Parties. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder. If any portion of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and shall remain in full force and effect. All notices, requests and other communications called for by this Agreement will be deemed to have been given immediately if made by email (if confirmed by concurrent written notice sent U.S. First-Class Mail, postage prepaid), if to the following email addresses (if to NXP): guido.dierick@nxp.com or jennifer.wuamett@nxp.com and the following email addresses (if to the Company): aschwenk@qualcomm.com or denrique@qualcomm.com, or to such other addresses as either Party may specify to the other in writing. Notice by any other means will be deemed made when actually received by the Party to which notice is provided.

IN WITNESS WHEREOF this Agreement has been made to be effective as of the date first above written.

NXP B.V.

By /s/ Guido R.C. Dierick

Name: Guido R.C. Dierick

Title: Executive Vice President, General Counsel

QUALCOMM Incorporated

By /s/ Adam Schwenker

Name: Adam Schwenker

Title: Vice President, Legal Counsel and Assistant Secretary

Exhibit (d)(6)

CONFIDENTIAL

Qualcomm Incorporated
5775 Morehouse Drive
San Diego, California 92121

October 6, 2016

NXP Semiconductors N.V.
60 High Tech Campus
5656 AG, Eindhoven
The Netherlands

Ladies and Gentlemen:

We wish to confirm our most recent conversations concerning the potential transaction (the "Potential Transaction") between NXP Semiconductors N.V. (the "Company") and Qualcomm Incorporated ("Qualcomm").

In consideration of the parties undertaking discussions, negotiations and other steps with respect to the Potential Transaction, and subject to the terms and conditions of this agreement:

a) the Company agrees that, during the period commencing on the date hereof and ending at 11:59 p.m., California time, on October 27, 2016 (such period, the "Exclusivity Period"), it will not, and will cause each of its subsidiaries and its and their respective directors and officers, and will use its reasonable best efforts to cause its and its subsidiaries' respective employees, consultants, accountants, legal counsel, investment bankers or other financial advisors, agents and other representatives (collectively, "Representatives") not to, directly or indirectly, in each case other than with respect to the Potential Transaction, (a) solicit, initiate or knowingly facilitate, knowingly induce or encourage (including by providing information, cooperation or assistance) any inquiry, proposal, indication of interest or offer from any third party or group of third parties (or the stockholders of any third party) (such third party or group of third parties (or such stockholders), a "Third Party") relating to, or that could reasonably be expected to lead to (i) a transaction or series of transactions pursuant to which any Third Party, acquires or would acquire, directly or indirectly, beneficial ownership (as defined in Rule 13d-3 under the United States Securities Exchange Act of 1934, as amended) of more than 15% of the outstanding common shares or other equity securities of the Company (or options, rights or warrants to purchase, or securities convertible into or exchangeable for, such securities) representing 15% or more of the voting power of the Company, including pursuant to a stock purchase, merger, consolidation, tender offer, share exchange or similar transaction involving the Company or any of its subsidiaries, (ii) any transaction pursuant to which any Third Party acquires or would acquire, directly or indirectly, control of assets (including for this purpose the outstanding equity securities of subsidiaries of the Company and any entity surviving any

merger or combination including any of them) of the Company or its subsidiaries representing 15% or more of the revenues, net income or assets (in each case, on a consolidated basis) of the Company and its subsidiaries taken as a whole, (iii) other than transactions that have been publicly disclosed by the Company prior to the date hereof, any disposition of assets representing 15% or more of the revenues, net income or assets (in each case, on a consolidated basis) of the Company and its subsidiaries, taken as a whole or (iv) any other acquisition of a business or business combination transaction (including by stock purchase, merger, consolidation, tender offer, share exchange or similar transaction) that would reasonably be expected to prevent or materially delay the Potential Transaction (any such inquiry, proposal, indication of interest or offer referred to in this clause (a), an "Acquisition Proposal"), (b) enter into, continue or otherwise participate in any discussions or negotiations regarding any Acquisition Proposal, (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, understanding or arrangement (whether or not binding) with respect to an Acquisition Proposal or (d) except as required by law, recommend, adopt or approve, or propose publicly to recommend, adopt or approve, any Acquisition Proposal; and

b) Qualcomm agrees that during the Exclusivity Period it will not, and will cause each of its subsidiaries and its and their respective directors and officers, and will use its reasonable best efforts to cause its and its subsidiaries' respective employees and other Representatives not to, directly or indirectly, in each case other than with respect to the Potential Transaction, (a) solicit, initiate or knowingly facilitate, knowingly induce or encourage (including by providing information, cooperation or assistance) any inquiry, proposal, indication of interest or offer from any Third Party relating to, or that could reasonably be expected to lead to a Qualcomm Alternative Transaction (as defined below), (b) enter into, continue or otherwise participate in any discussions or negotiations regarding any Qualcomm Alternative Transaction, (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, understanding or arrangement (whether or not binding) with respect to an Qualcomm Alternative Transaction or (d) except as required by law, recommend, adopt or approve, or propose publicly to recommend, adopt or approve, any Qualcomm Alternative Transaction. As used in this agreement, the term "Qualcomm Alternative Transaction" means (a) a transaction or series of related transactions, including pursuant to a stock purchase, merger, consolidation, tender offer, share exchange or similar transaction with or involving Qualcomm or any of its subsidiaries, as a result of which any Third Party would beneficially own securities representing 50% or more of the equity securities (or options, rights or warrants to purchase, or securities convertible into or exchangeable for, such securities) of Qualcomm, (b) any transaction pursuant to which any Third Party acquires or would acquire, directly or indirectly, control of assets (including for this purpose the outstanding

equity securities of subsidiaries of Qualcomm and any entity surviving any merger or combination including any of them) of Qualcomm or its subsidiaries representing 50% or more of the revenues, net income or assets (in each case, on a consolidated basis) of Qualcomm and its subsidiaries taken as a whole or (c) any other acquisition of a business or business combination transaction (including by stock purchase, merger, consolidation, tender offer, share exchange or similar transaction) that would reasonably be expected to prevent or materially delay the Potential Transaction.

It is understood and agreed that there are no legally binding obligations between the parties relating to the Potential Transaction (including any obligation to negotiate with respect to a Potential Transaction) except those specifically set forth herein or in the confidentiality agreement dated as of July 4, 2016, by and between NXP B.V. and Qualcomm (the "Confidentiality Agreement"), and that either the Company or Qualcomm may terminate discussions and negotiations with respect to the Potential Transaction at any time. Except as required by law, no party shall, and each party will direct its Representatives not to, disclose to any person the existence of this agreement; provided that, in response to an Acquisition Proposal (in the case of the Company) or a Qualcomm Alternative Transaction (in the case of Qualcomm), in addition to any other disclosures required by law, the applicable party may make a factually accurate statement to a Third Party describing the operation of this agreement with respect to such Third Party's Acquisition Proposal or Qualcomm Alternative Transaction, as applicable. No agreement providing for the Potential Transaction shall be deemed to exist unless and until a definitive agreement providing for the Potential Transaction has been duly executed between the parties.

This Agreement will terminate upon the earliest of (a) the execution by Qualcomm and the Company of a definitive transaction document in respect of the Potential Transaction, (b) the expiration of the Exclusivity Period, (c) upon mutual written agreement or (d) at any time Qualcomm or any of its Representatives proposes to (i) reduce the value of the consideration for the Potential Transaction to less than $110 per Company share, on a fully diluted basis or (ii) change any of the terms of the Potential Transaction discussed by the parties on the October 6, 2016 conference call; provided that in the event the Company believes that Qualcomm or any of its Representatives has made a proposal that would cause this agreement to terminate pursuant to this clause (d)(ii), the Company must promptly (and in no event later than twenty four (24) hours following the receipt of such proposal) provide Qualcomm with written notice of the Company's intent to deem this agreement terminated unless, within twenty four (24) hours thereafter, Qualcomm confirms in writing that it has removed the proposed change, in which case this agreement shall not terminate.

It is further understood and agreed that each party would be irreparably injured by a breach of this agreement, that monetary damages would not be a sufficient remedy for any such breach and that each party shall be entitled to seek equitable relief, including specific performance and injunctive relief, as a remedy for any breach of this agreement. Such remedies shall not be deemed to be the exclusive remedies for breach of this agreement but shall be in addition to all other remedies available at law or equity. This agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to any conflicts of law rules (whether of the State of Delaware or of any other jurisdiction) that would cause the

application of the laws of any jurisdiction other than the State of Delaware. Each party agrees, on behalf of itself and its respective Representatives, to submit to the jurisdiction of the Court of Chancery in the State of Delaware (or if such court shall not have jurisdiction, any federal court located in the State of Delaware) to resolve any dispute relating to this agreement and waives, on behalf of itself and its respective Representatives, any right to move to dismiss or transfer any such action brought in any such court on the basis of any objection to personal jurisdiction or venue. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. No modification of this agreement or waiver of the terms and conditions hereof shall be binding upon either party hereto, unless duly approved in writing by each such party. This agreement, together with the Confidentiality Agreement, contains the entire agreement between the parties hereto concerning the matters addressed herein and therein and supersedes any and all prior or contemporaneous agreements, arrangements or understandings, whether oral or written, relating to the matters provided for herein or therein. This agreement may be executed in two counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same original.

Please confirm that the foregoing is in accordance with your understanding of our agreement by signing and returning to us a copy of this agreement.

Very truly yours,

QUALCOMM INCORPORATED

By: /s/ Steve Mollenkopf
Name: Steve Mollenkopf
Title: CEO

Accepted and Agreed
as of the date first written above:

NXP SEMICONDUCTORS N.V.

By: /s/ Richard L. Clemmer
Name: Richard L. Clemmer
Title: CEO