NXP 401(k) Retirement Plan

Summary Plan Description

January 1, 2024

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General Information

As part of the comprehensive rewards benefits package for eligible employees of NXP USA, Inc. (“NXP”), the NXP 401(k) Retirement Plan (the “Plan”) plays an integral role in helping you build your personal financial security. This document summarizes your Plan benefits and helps provide the information and tools necessary for you to make informed choices and decisions.

The Plan is governed by the Internal Revenue Code (the “Code”) and the provisions of the Employee Retirement Income Security Act (ERISA) and other federal and state laws that may affect your rights. The provisions of the Plan are subject to revision due to changes in the law or to pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL).

About this Summary Plan Description

This Summary Plan Description (the “SPD”) is intended to provide you with general information regarding provisions of the Plan and to provide you with information required by ERISA. This SPD describes the general features of the Plan, as amended and restated effective January 1, 2022. The Plan document details the specific terms and conditions of the Plan. If material changes are made to the Plan by NXP, NXP will provide to you a Summary of Material Modifications or a new SPD.

Your rights under the Plan are governed by the terms of the Plan document. This SPD is meant to be only a summary of the features of the Plan. You should refer to the actual Plan document for complete information on your Plan rights and responsibilities. Also, any questions concerning the Plan are determined according to the terms of the Plan document and not this SPD.

NXP will provide, without charge, to any participant in the Plan a copy of the Plan document. Requests should be directed to the NXP Retirement Service Center at 844-NXP-401K (844-697-4015).

In the event of any difference between the terms of this SPD and the Plan document, the terms of the Plan document will control.

No person has the authority to make any oral or written statement or representation of any kind that is legally binding upon NXP or that alters the Plan or any contracts, or other documents maintained in conjunction with the Plan.

NXP, the sponsor of the Plan, has reserved the sole right at any time to amend, modify or terminate the Plan. You will be notified of any changes.

Type of Plan and Purpose

The Plan is a qualified defined contribution plan under the provisions of the Code and is a safe harbor 401(k) plan. If you are eligible, you may make contributions to the Plan from your pay, and share in the contributions NXP makes to the Plan. All contributions to the Plan are held in a trust fund maintained by a third-party trustee, Northern Trust Company. Your account is made up of the contributions made to it by you and NXP, and any increase or decrease resulting from investment of your account over the years. The primary purpose of the Plan is to provide you with an opportunity to accumulate capital for future economic security during your retirement years.

Important Terms

Certain key words used throughout this summary are capitalized. This means their definitions can be found in the **Definitions** section of this SPD.

If You Have Questions

If you have any questions or need additional information about the Plan or any of the subjects covered by this summary, please contact the NXP Retirement Service Center by telephone at 844-NXP-401K (844-697-4015), log into Fidelity NetBenefits® ("Fidelity NetBenefits") at **www.netbenefits.com** or connect through the Fidelity NetBenefits mobile app at **www.fidelity.com/go/NetBenefitsapp**.

Contact Information and Resources

Keeping Your Records Current

It is very important that you keep your Plan contact details up to date. Your mailing address and Beneficiary designation in particular need to be on file in case benefit payments need to be sent to you or your Beneficiary. If you are currently employed at NXP, please update your address in Workday or email the HR Helpdesk at **HR.helpdesk.amr@nxp.com**.

Contacts

Listed below are telephone numbers, websites, and mailing addresses for some of the resources you may need.

Fidelity Investments	
NXP Retirement Service Center	844-NXP-401K (844-697-4015)
Service Hours	Monday through Friday from 7:30 a.m. to 7:00 p.m. Central time (except on New York Stock Exchange holidays)
Regular Mailing Address	Fidelity Investments PO Box 770002 Cincinnati, OH 45277-0090
Overnight Mailing Address	Fidelity Investments Operations Company, Inc. 100 Crosby Parkway KC1E Covington, KY 41015
Fidelity NetBenefits Website	**www.netbenefits.com**
Fidelity NetBenefits Mobile App	**www.fidelity.com/go/NetBenefitsapp**

Fidelity Resources

Fidelity NetBenefits

The Fidelity NetBenefits website is your source for benefit transactions and information virtually 24 hours a day, seven days a week. By utilizing the Fidelity NetBenefits website, you can complete most Plan-related transactions.

You may:

- Enroll in the Plan;
- Select your type of contribution (Pre-Tax, Roth or Non-Roth After-Tax) or change an existing deferral percentage;
- Choose the Funds in which your Plan account will be invested;
- Change investments or transfer balances between investment options[1];
- Request a loan, hardship withdrawal, in-service withdrawal, or other distribution;
- Designate your Beneficiary(ies);
- Access your Plan account statements;
- View your transaction history;
- Rollover another employer's retirement or IRA balance in the Plan;
- Link a bank account to send or receive payments from the Plan;
- Access Fidelity's Personalized Planning and Advice service (see the **Fidelity Personalized Planning & Advice** section of this SPD for more information); and
- Access articles, videos, and podcasts in the Fidelity NetBenefits library.

[1] For changes or transfers made before 4:00 p.m. Eastern time on any day that the securities markets are open for business, your investment change or transfer takes effect the same day. Changes or transfers made after that time are effective as of the following business day.

Fidelity NetBenefits Mobile App

Download the Fidelity NetBenefits mobile app from your favorite app source, and access your Plan account anytime, anywhere.

With the mobile app, you may:

- Enroll in the Plan;
- Monitor your Plan account;
- Review and change investments; and
- Access articles, videos, and podcasts in the Fidelity NetBenefits library.

NXP Retirement Service Center

In addition to Fidelity NetBenefits, the NXP Retirement Service Center has customer service representatives available Monday through Friday (except on New York Stock Exchange holidays) from 8:30 a.m. to 8:00 p.m. Eastern time. Using the same telephone number, you may access the automated voice response system at any time.

Accessing Your Plan Account

You can access your Plan account through the Fidelity NetBenefits website, mobile app, or by calling the NXP Retirement Service Center.

The first time you access your Plan account, you may be directed to register as a new user to establish a username and password. If you have a username and password for other accounts at Fidelity, you may use that same information to log in to your NXP Plan account.

You are encouraged to establish dual authentication for another level of security to protect your Plan account.

You will utilize your username and password whenever you contact the NXP Retirement Service Center by telephone, log into the Fidelity NetBenefits website, or access the mobile app.

For your protection, keep your username and password confidential.

Questions? Connect with Fidelity

844-NXP-401K (844-697-4015) | **www.netbenefits.com** | **www.fidelity.com/go/NetBenefitsapp**

Participation

Eligibility to Participate in the Plan

You are eligible to participate in the Plan if you are classified by NXP as a full-time employee of NXP, working at least 35 hours per week and your base compensation is processed by NXP's (or a participating subsidiary's) U.S. payroll department.

If you are a part-time employee of NXP working 20 or more hours per week (and your base compensation is processed by NXP's or a participating subsidiary's U.S. payroll department), you are eligible to begin participation in the Plan on the earlier of the date you become a regular full-time employee, or the first day of the month on or immediately after you complete one year of service with NXP.

Notwithstanding the above, a part-time employee who completes three years of service with at least 500 hours of service in each of those three years, you will be able to make Participant Contributions starting in the year following the year you meet these requirements (no earlier than January 1, 2024). Any service prior to the 2021 Plan Year is disregarded for this purpose.

You are not eligible to participate if you provide services to NXP or a participating subsidiary under an independent contractor, consultant, or employee leasing agreement, or if you are classified as a leased employee or contract labor (even if you are later determined to be or have been an employee of NXP or a participating subsidiary). If you are a collective bargaining employee, you are eligible to participate in the Plan only if your union agreement requires you to be eligible.

U.S. Expatriates

If you are a U.S. Expatriate working outside the U.S. but remain on the U.S. payroll, you are eligible to participate in the Plan, as described in this SPD.

If you transfer to a foreign subsidiary and are no longer on the U.S. payroll, you are not eligible to make contributions to this Plan; however, you may continue to direct the investments in your account. You are not eligible to take a distribution from the Plan, excluding any in-service withdrawals you are eligible for, until you separate from NXP and all of its related companies.

Enrolling in the 401(k) Retirement Plan

Automatic Enrollment for the 401(k) Retirement Plan

If you do not make an affirmative election to defer an amount of your Eligible Compensation to the Plan, you will be automatically enrolled in the Plan. An *Auto Enrollment Notice* will be sent to your home address on file shortly after your hire date. If you do not complete your enrollment within 35 days of the date you initially become eligible, you will automatically be enrolled in the Plan with a Pre-Tax Contribution of 5% of your Eligible Compensation, as soon as administratively possible. Your contribution will be invested in a Qualified Default Investment Alternative, a Target Retirement fund, based on your expected retirement age.

In addition, your Pre-Tax Contribution percentage will automatically increase 1% each year in January until you are contributing up to 15% of your Eligible Compensation unless you elect to not have this feature of the Plan apply. If you are hired after June 30, the increase will not apply until the following January. You may also elect to increase your contribution through the **Annual Increase Program** discussed later in this SPD.

If you do not want to be automatically enrolled in the Plan or do not want the automatic increase to occur, you can elect your own contribution rate and investment options or choose not to participate. You can also change your contribution rate to any amount up to 75% of your Eligible Compensation. To do so, log into Fidelity NetBenefits or call the NXP Retirement Service Center. When you log in, click on your Plan account, and then on the "Contributions" tab.

Annual Plan Fees

There are fees associated with this Plan. For example, there is a fee if you take a loan against your Plan account. Effective January 1, 2024, there will be an annual charge of $36.00 ($9.00 per quarter) per participant to cover recordkeeping and other administrative expenses. The annual fee will be paid quarterly directly from your Plan account. Fee information is provided in the annual *401(k) Fee Disclosure Notice*; this notice can be found by logging into Fidelity NetBenefits.

Opt Out of the 401(k) Retirement Plan Participation

If you do not want to participate in the Plan, please be sure to opt out within 35 days of the date you begin to work at NXP. To do so, log into Fidelity NetBenefits and change your deferral percentage to 0% or call the NXP Retirement Service Center for assistance.

Questions? Connect with Fidelity

844-NXP-401K (844-697-4015) | **www.netbenefits.com** | **www.fidelity.com/go/NetBenefitsapp**

Contributing to the Plan

Your Eligible Compensation

In general, “Eligible Compensation” or “pay” in the Plan refers to your regular earnings, Sales Incentive Plan payments, annual bonuses, shift differentials, overtime and lump-sum pay. All other awards and individual spot bonuses, including any short-term production incentive bonuses or similar payments, non-recurring bonuses, retention bonuses, signing bonuses and any severance payments, moving allowances, educational allowances, noncash payments, or overseas allowances, are excluded from your Eligible Compensation under the Plan.

Your 401(k) Retirement Plan Contributions

You decide the percentage of your Eligible Compensation that you would like to contribute to your account. You can elect to contribute up to 75% of your Eligible Compensation, in 1% increments. The percentage you choose will be taken from each paycheck and added to your account. Generally, your contributions are invested in the Plan as soon as administratively practicable, but no later than as required under applicable law.

You can choose not to participate in the Plan, change the amount or type of contribution you make or change your auto escalation at any time. To do so, log into Fidelity NetBenefits or call the NXP Retirement Service Center for assistance.

You can elect to make Pre-Tax and/or Roth (after-tax) 401(k) Contributions to the Plan. You may also elect to make Non-Roth After-Tax Contributions. If you are eligible to make Catch-Up Contributions, you do not need to make a separate election to do so but you should make sure that your election to make Pre-Tax Contributions or Roth Contributions is sufficient to include your desired Catch-Up Contribution. See the **Contribution Limits** section of this SPD for additional details.

Pre-Tax Contributions

Your Pre-Tax Contributions to the Plan are made on a before-tax basis. These contributions come from your Eligible Compensation before federal (and most state and local) income taxes, but not FICA taxes (Social Security and Medicare).

Pre-Tax Contributions give you an immediate tax advantage by reducing the amount of pay on which your income taxes are based, so you pay less income tax. You pay taxes on your Pre-Tax Contributions, and on their associated investment earnings, only when you receive them as a benefit from the 401(k) Retirement Plan.

Roth 401(k) Contributions

Roth Contributions come from your Eligible Compensation on an after-tax basis. You do not save on current taxes when you make Roth Contributions, but under existing tax law, if certain requirements are met, Roth Contributions and their associated investment earnings are not taxable when you receive them as a qualified distribution. A qualified distribution is generally a distribution that is made after your Roth account is at least five years old and you are age 59½ or older. Unlike Roth IRA Contributions, Roth 401(k) Contributions can be made without regard to any income limits, meaning that all participants can make Roth 401(k) Contributions, if so desired.

Catch-Up Contributions

If you are age 50 or older, or you will reach age 50 during the Plan (calendar) year, you are eligible to make Catch-Up Contributions. You may make Catch-Up Contributions to the Plan in addition to your Pre-Tax Contributions and/or Roth Contributions. Catch-Up Contributions do not require a separate election. In order to make a Catch-Up Contribution you must contribute at least $23,000 and any excess, up to an additional $7,500, will be considered a Catch-Up Contribution. You should make sure that your rate of Pre-Tax Contributions and/or Roth Contributions are sufficient to ensure that you are taking advantage of your ability to make a Catch-Up Contribution. You are able to view the amount of your Contributions, including Catch-Up Contributions, by logging into Fidelity NetBenefits. Non-Roth After-Tax Contributions may not be used to make Catch-Up Contributions.

For example, you turn age 50 in 2024 and have Eligible Compensation of $100,000. If you wish to make a Catch-Up Contribution for 2024, you should make sure that your deferral election (either for a Pre-Tax Contribution, a Roth Contribution, or a combination of the two) totals 30% of your Eligible Compensation. This will result in contributions of $30,000 of which $7,000 will be a Catch-Up Contribution. Likewise, if you defer 24% of your Eligible Compensation to the Plan, the total contribution will be $24,000 of which $1,000 will be a Catch-Up Contribution. If you elect to defer only 15% of your Eligible Compensation, none of your contribution will be considered to be a Catch-Up Contribution.

Non-Roth After-Tax Contributions

Non-Roth After-Tax Contributions come from your Eligible Compensation on an after-tax basis. You do not save on current taxes when you make Non-Roth After-Tax Contributions. Any associated investment earnings are taxable when they are distributed to you. Non-Roth After-Tax Contributions are subject to certain non-discrimination testing requirements which may limit the amount of Non-Roth After-Tax Contributions that a “highly compensated” employee may be able to make.

Non-Roth After-Tax Contributions are subject to non-discrimination testing, meaning that Highly Compensated Employees (HCEs) may be subject to a limit on the amount of Non-Roth After-Tax Contributions that can be made during a Plan Year. This testing is performed at the end of a Plan Year and may result in refunds being made to HCEs early in the following Plan Year. These refunds are includable in income. Any amounts of Non-Roth After-Tax Contributions converted to Roth Contributions will also be refunded, if necessary, in order for the Plan to satisfy the non-discrimination testing requirements.

This chart compares Pre-Tax Contributions with Roth Contributions and Non-Roth After-Tax Contributions:

	Pre-Tax Contributions	Roth (After-Tax) Contributions	Non-Roth After-Tax Contributions
What is the maximum contribution each year? *See **Contribution Limits** for details.*	The combination of Pre-Tax and Roth (after-tax) Contributions cannot be more than the annual IRS limit (the 2024 limit is $23,000).		The combination of Participant Contributions (including Pre-Tax, Roth and Non-Roth After-Tax but excluding Catch-Up Contributions) and Company Matching Contributions applied for the current Plan Year cannot be more than the annual IRS limit (the 2024 limit is $69,000).
How are my income taxes affected the year I contribute?	Reduced the year you contribute. Note, that your FICA taxes are still withheld on the amount you defer.	Not reduced the year you contribute. Note, that your FICA taxes are still withheld on the amount you defer.	Not reduced the year you contribute. Note, that your FICA taxes are still withheld on the amount you defer.
When are these contributions and their associated investment earnings taxed? *See **Tax Implications of Payments** for details.*	When received from the Plan, at the tax rate in effect the year you receive them.	Not taxed, if received from the Plan after age 59½, *and* if the account is more than five years old.	Your Non-Roth After-Tax Contributions are not taxed, but the associated earnings are taxed when received from the Plan, at the tax rate in effect the year you receive them.
Do these contributions qualify for NXP Company Matching Contributions? *See **Company Matching Contributions** for details.*	The first 5% of pay you contribute to the Plan, either a Pre-Tax Contribution or Roth Contribution qualifies for an NXP Matching Contributions. Matching Contributions are made on a before-tax basis and are subject to income tax when you receive them as well as the associated earnings.		No
Can these contributions be used for Catch-Up Contributions? *See **Contribution Limits** for details.*	Yes, but you do not make a separate election for Catch-Up Contributions. Catch-Up Contributions can be either Pre-Tax Contributions or Roth Contributions, and they cannot be more than the annual IRS limit (the 2024 limit is $7,500).		No
May I withdraw these contributions due to a Financial Hardship? *See **Hardship Withdrawals** for details.*	Yes	Yes	No, but you may take a distribution of Non-Roth After-Tax Contributions at any time.
May I borrow these contributions and their associated investment earnings from the Plan? *See **Loans from Your Plan Account** for details.*	Yes	Yes	Yes
Will the Annual Increase Program feature work with these contributions? *See **Annual Increase Program** for details.*	Yes	Yes, but only if you make Roth Contributions exclusively.	No
Will you receive notification that your account may need to be rebalanced?	Yes	Yes	Yes
May I roll over contributions to this Plan? *See **Rollovers from Other Plans and IRAs** for details.*	Yes, if the contributions being rolled over are Pre-Tax Contributions from a tax-qualified plan.	Yes, if the contributions being rolled over are Roth contributions from a tax-qualified plan.	Yes, if the contributions rolled over are Non-Roth After-Tax Contributions from a tax-qualified plan.
May I roll over these contributions and their associated investment earnings from the 401(k) Retirement Plan if I leave NXP? *See **Rollovers** for details.*	Yes, to an IRA or another employer's tax-qualified plan that accepts Rollover contributions.	Yes, to a Roth IRA or another employer's tax-qualified plan that accepts Roth 401(k) Rollover contributions.	Yes, to an IRA or another employer's tax-qualified plan that accepts after-tax Rollover contributions.

The chart above is illustrated in the following examples:

- If you make a Pre-Tax Contribution in 2024 of $10,000 you will not pay any income tax on that $10,000 until it is distributed to you at some point in the future. If that $10,000 grows to $25,000, when you take a distribution from the Plan you will pay income tax on the $25,000 as well as any earnings.

- If that same $10,000 was made as a Roth Contribution in 2024, you would pay income tax on that $10,000 in 2024; however, if that $10,000 grows to $25,000, when you are eligible to take a Roth distribution you will not pay any income tax on the $25,000.

- If you contribute $15,000 as a Non-Roth After-Tax Contribution in 2024, you will pay income tax on the $15,000 in 2024. If that $15,000 grows to $35,000, when you take a distribution the $20,000 in earnings will be taxable to you. If you immediately convert your Non-Roth After-Tax Contribution to a Roth Contribution as part of a Roth In-Plan Conversion, you will have minimal earnings that are subject to tax provided you meet the rules of a qualified distribution from a Roth account. See the **Roth In-Plan Conversion** section of this SPD for additional details.

You may increase or decrease your contribution percentage or change the type of contribution you make at any time. To do so, log into Fidelity NetBenefits or call the NXP Retirement Service Center.

Contribution Limits

The IRS limits the amount you may contribute each year. The annual limit applies to both Pre-Tax and Roth 401(k) Contributions, and there are separate annual IRS limits that apply to Catch-Up Contributions and total annual contributions.

- **Maximum Eligible Compensation:** Annual Eligible Compensation for Plan purposes may not exceed the limit provided for in Code 401(a)(17) in any year. For 2024, the limit is $345,000; it may change in future years as determined by the IRS.

- **Maximum Contribution:** You may contribute up to 75% of your Eligible Compensation as a Pre-Tax Contribution, a Roth Contribution and/or a Non-Roth After-Tax Contribution.

  Your Pre-Tax Contributions and Roth Contributions may not exceed the annual IRS dollar limit. In 2024, the limit is $23,000; it may change in future years as determined by the IRS.

  The total of all contributions you make or that are made on your behalf, cannot exceed $69,000 in 2024. This limit includes any Pre-Tax Contribution, Roth Contribution, Company Matching Contribution, including any True-Up Contribution made in the subsequent Plan Year for the current Plan Year. This limit does not include any Catch-Up Contributions.

- **Catch-Up Contribution:** The annual maximum Catch-Up Contribution in 2024 is $7,500; it may change in future years as determined by the IRS. As noted above, Catch-Up Contributions are not subject to the overall limit, which is $69,000 for 2024.

As noted, these limits are subject to change each year as determined by the IRS. Please go to Fidelity NetBenefits for further information.

Under certain circumstances, contributions made by HCEs may be subject to additional limitations. Impacted participants will be notified in such an event and certain contributions made by you or on your behalf may have to be refunded to you and such refunds may be subject to income tax.

The contribution limits described above are illustrated in the two examples found in **Exhibit A** at the end of this SPD.

If You Contribute to Another Tax-Qualified Plan in the Same Year

Your Plan contributions are limited by the IRS to a dollar amount per calendar year, $23,000 for 2024. This amount includes any contributions you make during the year to any other tax-qualified plan, such as another employer's 401(k) plan, Section 408(k) simplified employee pension plan, Section 403(b) annuity contract, or elective employer contributions under Code Section 408(p)(2)(A)(i).

If you have contributed to another employer's tax-qualified plan during the same year you contribute to the Plan, you may need to reduce your NXP payroll deductions to your Plan account so that you do not exceed the dollar limit.

You have until April 1 of the following year to notify the NXP Retirement Service Center at 844-NXP-401K (844-697-4015) to request a refund of excess contributions. The excess amount, plus any investment gain or loss, will be issued to you no later than April 15. Note that if you choose to request a refund from another employer, the deadline to do so may be different.

Annual Increase Program

The Plan includes a feature to help you gradually meet your retirement savings goals. The Annual Increase Program automatically increases your Pre-Tax Contributions or your Roth (after-tax) Contributions to the Plan. For the Annual Increase Program to apply to your Roth Contributions, you must be making only Roth Contributions to the Plan. Non-Roth After-Tax Contributions are not eligible for the Annual Increase Program.

When you use this feature (i.e., you make an election), you choose a target percentage of pay you want to contribute in the future, and the amount by which your Pre-Tax and/or Roth Contribution will increase each year. You also are able to choose the date on which the election will take place. You may elect to increase your contribution by 1% to 10% each year. However, if you have just enrolled in the Plan, any election to increase your deferral rate automatically will not apply in the first six months after you enroll.

To enroll in the Annual Increase Program or change your automatic enrollment election, log into Fidelity NetBenefits or call the NXP Retirement Service Center for assistance.

Tax Credit for Participant Contributions

You may be entitled to a tax credit for your Participant Contributions, in addition to the tax savings on your Pre-Tax Contributions. The tax credit, also known as a "savers credit" is available if your "adjusted gross income" for tax purposes is below certain limits that change from year to year, and you meet certain other IRS requirements. Please refer to IRS Publication 590, *Individual Retirement Arrangements (IRAs)* available online at **IRS.gov** for more information.

Rollovers from Other Plans and IRAs

The Plan accepts Rollovers of Pre-Tax, Roth (after-tax) and Non-Roth After-Tax accounts from the qualified plans of other employers, (so long as the other plan meets the requirements of Code Section 401(a)) and from conduit Individual Retirement Accounts (IRAs). The Plan also accepts Rollovers from Section 403(b) annuities and Section 457(b) governmental plans. The Plan does not accept stock or other noncash property as part of a Rollover. To effectuate a Rollover and for additional information on completing a Rollover into the Plan, log into Fidelity NetBenefits or call the NXP Retirement Service Center for assistance. Separate Plan accounts will be maintained for the rollover of any Roth contributions and/or Non-Roth After-Tax Contributions.

Roth In-Plan Conversion

You may also complete a Roth In-Plan Conversion, which will convert some or all of your Pre-Tax Contributions, Pre-Tax Catch-Up Contributions, Company Matching Contributions, non-Roth Rollover Contributions, and Non-Roth After-Tax Contributions (and earnings therein) to Roth Contributions. If you elect to make a Roth In-Plan Conversion, the amount you convert (less any amounts already subject to tax) will be included in your gross income in the year of the conversion and will be treated as a taxable distribution. When you later take a distribution of this money from the Plan, you will not be taxed on your distribution, including any investment earnings on the amount you converted, provided it is a qualified distribution.

If you are making Non-Roth After-Tax Contributions to the Plan, you can enroll in Automated Roth In-Plan Conversion. Automated daily conversions are designed to make converting Non-Roth After-Tax Contributions simpler and can help reduce your tax liability by eliminating the time that Non-Roth After-Tax Contributions, deducted through payroll, will have to accrue taxable earnings. Call the NXP Retirement Service Center to enroll.

The conversion will be accounted for and maintained in your Roth In-Plan Conversion Contributions account. To set up a Roth In-Plan Conversion please call the NXP Retirement Service Center. You must call the NXP Retirement Service Center to enroll in Automated Roth In-Plan Conversions (this request cannot be completed online).

As the rules and tax benefits of making a Roth In-Plan Conversion are complicated, we encourage you to consult a qualified tax advisor regarding the consequences of making a Roth In-Plan Conversion or taking a distribution.

Questions? Connect with Fidelity

844-NXP-401K (844-697-4015) | **www.netbenefits.com** | **www.fidelity.com/go/NetBenefitsapp**

Company Matching Contributions

When you contribute to the Plan, NXP will make Company Matching Contributions to the Plan as well. You are eligible for Company Matching Contributions on the first day you join the Plan, as long as you contribute to the Plan. The Plan is intended to be a safe harbor plan, meaning that certain non-discrimination tests are deemed to be satisfied. As long as the Plan is a safe harbor plan, you will receive an annual notice describing the provisions of the Plan that satisfy the safe harbor requirements of the Code.

Until NXP determines otherwise, NXP will match up to the first 5% of Eligible Compensation you contribute as a Pre-Tax Contribution (before-tax) or Roth Contribution (after-tax) (including any amount characterized as a Catch-Up Contribution). Non-Roth After-Tax Contributions are not eligible to be matched. To be eligible for the maximum Company Matching Contribution, you must contribute at least 5% of your Eligible Compensation or, if less, the IRS 401(k) limit ($23,000 in 2024). Although you do not receive a Company Matching Contribution on any amount you contribute above 5% of Eligible Compensation, every additional percentage you contribute can add up over the years for your retirement.

> **Example:** You contribute 5% ($3,000) of your $60,000 Eligible Compensation to your Plan account from January 1 to December 31. With a dollar-for-dollar Company match, the Company Matching Contribution to your account that year would be $3,000.

Your Contributions		Company Contributions	
Percent of Pay You Contribute	5%	Company Match (discretionary)	$1 for each $1
Monthly Contribution	$250	Monthly Matching Contribution	$250
Annual Contribution	$3,000	Annual Matching Contribution	$3,000

The Code and IRS regulations limit the amount of annual additions, including Company Matching Contributions and Non-Roth After-Tax Contributions, that can be made to qualified plan accounts in a single year to $69,000 in 2024 (excluding Catch-up Contributions), or, if less, 100% of your compensation (as defined for purposes of the Code). NXP payroll monitors annual IRS limits and will automatically stop your contributions when you reach the annual limit; however, NXP payroll does not take into account contributions made to other plans nor any potential True-Up Contribution that may be made after the end of the year.

True-Up Contributions

NXP makes Company Matching Contributions each pay period, based on your contributions for that pay period. If you stop contributing during the year, the Company Matching Contributions will also stop. Currently, if, at the end of the year, you have not received the maximum match you could have received on your contributions, NXP will make an additional "True-Up" Contribution the following January to bring you up to the maximum match based on your actual contributions. No True-Up Contributions of less than $0.50 will be made for any Plan year.

> **Example:** You contribute 30% of your $100,000 Eligible Compensation to your Plan account. You are not eligible for Catch-Up Contributions so your contribution limit for 2024 is $23,000. Once you reach the annual limit of $23,000 (before the end of the year), your Contributions and the Company Matching Contributions will stop. Because you did not contribute throughout the entire year and you did not receive the full 5% Company Matching Contribution, you are eligible to receive a True-Up Contribution as illustrated in the following chart.

True-Up Example		
Annual Salary	$100,000	
Percent of Pay You Contribute	30%	
Your Annual Contribution	$23,000	You hit the annual IRS limit in October, prior to the end of the year.
Company Matching Contributions Received During the Year	$3,833	The Company Matching Contribution is received each pay period you contribute to the Plan, assuming you have not exceeded the IRS Annual Compensation limit, $345,000 in 2024. When your contributions stop in October, the Company Matching Contributions also stop.
Maximum Company Matching Contribution You are Eligible for	$5,000	The maximum annual Company Matching Contribution you may receive is 5% of Eligible Compensation that you contribute as a Pre-Tax Contribution or Roth Contribution.
True-Up Contribution	$1,167	Maximum eligible Company Matching Contribution less Company Matching Contributions received during the year. True-Up Contributions are posted to your account in January following the year they apply to.

Questions? Connect with Fidelity

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Vesting in Your Benefit

You are always 100% vested in your Plan account. This means you have the right to receive the full value of your account, including amounts from Company Matching Contributions, if you leave NXP for any reason. Remember, the value of your account is subject to investment market increases and decreases. There is no guarantee that you will receive an amount equal to or greater than what has been contributed to your account.

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Investing Your 401(k) Retirement Plan Account

You decide how to invest your account balance. Your account balance includes your contributions and any contributions made by NXP, as adjusted for any investment returns or losses on these amounts. You may make changes by logging into Fidelity NetBenefits or calling the NXP Retirement Service Center.

You choose how to invest your account in one or more of the 13 Investment Funds that are offered under the Plan as well as target date funds, which allow you to select an investment based on your targeted retirement date. In addition, you may choose from a wide array of investment options by establishing a Self-Directed Brokerage Account. As with any investment you make, there are no guarantees against losses. Each fund is subject to increases and decreases in dollar value as the financial markets respond to economic, social, and political conditions.

At any given time, your account balance may have decreased in value rather than increased. In general, the “riskier” funds are more likely to have greater “ups and downs” than less risky funds, but may have a greater potential for higher positive returns over the long term. Monthly and historical investment returns of the funds are available by logging into Fidelity NetBenefits.

If you elect a partial distribution, the balance of your account (after each payment) remains invested in the funds you have elected. Investment returns may increase or decrease your future payment amounts.

Transfers of balances among Investment Funds in your account may be made based on a specific percentage from one investment fund to another, or you may realign your entire account. Changes confirmed before the close of the New York Stock Exchange (normally 3:00 p.m. Central time) are normally processed at the end of that day. Changes confirmed after the market closes, on weekends or on market holidays are processed at the end of the next business day. For a listing of available Investment Funds see the table under the **401(k) Investment Funds** section of this SPD.

When a contribution is made to your account, the most recent investment election on file is used. Your most recent investment election is also used to invest Company Matching Contributions made to your account for the pay period.

If you do not make an investment election when you join NXP, 100% of your contributions and the related Company Matching Contributions, are automatically invested in the target date fund with the target retirement date closest to the year you turn 65. You may make an investment election or change your investment election by logging into Fidelity NetBenefits or by calling the NXP Retirement Service Center.

When allowing participant investment direction, and upon meeting certain other requirements, the Plan is intended to be a plan covered by ERISA section 404(c) and section 2550.404c-1 of Title 29 of the Code of Federal Regulations (404(c) Regulations). This means that the fiduciaries of the Plan may be relieved of liability for any investment losses that are the direct and necessary result of investment instructions given by a participant in the Plan.

NXP’s Trading Policy for the 401(k) Retirement Plan

The Plan is designed to help you accumulate the financial resources necessary to sustain your preferred lifestyle after you retire by building your wealth through long-term savings. Market timing or excessive trading is not consistent with the intended Plan purpose and is considered harmful to the long-term strategy of the Plan’s investment options. Moreover, excessive trading can be harmful to participants in general by diluting share values, increasing fund transaction costs, interfering with a fund’s portfolio management, incurring taxable gains, and forcing funds to hold excess levels of cash to maintain sufficient liquidity to accommodate shareholder purchase and sale activity.

To help protect the long-term best interest of the participants in the Plan, NXP has instituted a general trading policy that applies to all funds, except the Stable Value Fund and the Self-Directed Brokerage Account.

Under the trading policy, if you redeem out of a fund, you must wait 30 days before you may re-enter that fund. Fidelity will monitor exchanges and block any purchase that violates this policy. This restriction applies to purchases only; you are always allowed to transfer out of a fund. Any systematic contributions or withdrawals (i.e., Pre-Tax Contributions, loan payments, withdrawals, automatic rebalancing, etc.) are excluded from the Plan’s trading monitoring and will be allowed.

Under federal law, investment managers have the right to monitor trade activity to determine if short-term trading practices may be occurring and to restrict or prohibit a participant’s transfers if it is believed that the participant is participating in short-term trading, market timing or abusive transfer practices that it believes are detrimental to the investment option and to other investors in the option. All investment managers reserve the right to reject any purchase or exchange transactions at any time as provided for in the fund’s prospectuses and other governing documents. To the extent a fund maintains an excess trading policy that is stricter than the Plan’s policy described above, the manager of the fund can direct the Plan to apply the fund’s excessive trading restrictions to participants’ accounts. For more information on a particular fund’s excessive trading policies, please consult each fund’s prospectus which may be found by logging into Fidelity NetBenefits.

Restrictions on Transfers from the Stable Value Fund to the Self-Directed Brokerage Account

The Plan does not allow transfers of money directly from the Stable Value Fund to the Self-Directed Brokerage Account. You may transfer money from the Stable Value Fund to any of the 401(k) Retirement Plan's other investment options (the "core funds"), but the value of the funds transferred from the Stable Value Fund must remain in the 401(k) Retirement Plan's core funds for at least 90 days. After 90 days, the restriction on the value of the transferred funds ends.

> **Example:** James has $2,000 invested in the Stable Value Fund, $5,000 in the Large Company Value Fund and $5,000 in the Intermediate Bond Fund. On February 1, he liquidates his Stable Value Fund holdings, transferring $2,000 to the International Growth Fund.
>
> For the next 90 days, or until May 1, James must keep at least $2,000 invested in the 401(k) Retirement Plan's other core funds (meaning any fund other than the Stable Value Fund or Self-Directed Brokerage Account). On May 1, James' restriction on the transfer of this $2,000 to the Self-Directed Brokerage Account ends.

The Plan reserves the right to amend its excessive trading and restriction rules in the future as it deems appropriate in its sole discretion.

Fidelity Personalized Planning & Advice

You have access to Fidelity representatives who can provide you with retirement planning support and investment advice at no cost to you. For an additional fee, you can also take advantage of Fidelity's managed account service, Fidelity® Personalized Planning & Advice, which provides a personal retirement strategy based on your goals and professional investment management of your Plan account. This means that Fidelity's team of investment professionals invest, monitor, and rebalance your Plan account as needed to adjust to changes in the market, or changes to your situation.

Fidelity® Personalized Planning & Advice at Work is a service of Fidelity Personal and Workplace Advisors LLC and Strategic Advisers LLC. Both are registered investment advisers and Fidelity Investments companies. For more information, refer to the Terms and Conditions of the program on Fidelity NetBenefits. When used herein, Fidelity Personalized Planning & Advice refers exclusively to Fidelity Personalized Planning & Advice at Work. This service provides advisory services for a fee, which will be paid from your Plan account.

401(k) Investment Funds

The following table provides a general description of the Plan's Investment Funds, and their relative degree of risk to principal. Before making any investment decisions, you should carefully review the detailed information available for each fund on Fidelity NetBenefits, including the fact sheet or prospectus for each fund.

Note: Historical risk performance of a fund can only give you an idea of the risk level involved, it does not tell you how the fund will perform in the future. All investments involve some degree of risk. Even if an investment is categorized as "lower risk," that investment could incur losses at any time, and these losses may exceed the losses incurred during the same period by an investment categorized as "higher risk."

NXP Fund	Investment Fund Description	Risk
Stable Value	Combination of two investment managers investing in a diversified portfolio of stable value contracts issued by banks, insurance companies and other financial institutions and a variety of fixed-income instruments, such as U.S. Government and agency securities, mortgage-backed securities, asset-backed securities, and corporate bonds. Seeks to preserve principal value and provide relatively stable rate of return.	Lowest
Intermediate Bond	Consists of U.S. Treasury bills, certificates of deposit and commercial paper as well as corporate bonds, government bonds and mortgage and asset backed securities.	
Global Bond	Consists of a range of fixed income sectors, including global investment grade and high yield corporates, emerging market debt and other global credit spread sectors.	
Large Company Value	Combination of two investment managers investing in large company common stocks, most of which provide dividend income, that the managers believe are undervalued in the marketplace and are of high quality.	
S&P 500 Index	Seeks to replicate the performance of the Standard & Poor's (S&P) 500 Index, a broadly diversified index of large U.S. company stocks.	
Large Company Growth	Combination of two investment managers investing primarily in large company common stocks, most of which provide capital appreciation. Seeks to invest in stocks of companies that have above-average prospects for earnings growth.	
International Value	Consists of a diversified portfolio of international common stocks, which may be located in both developed and in emerging markets. Seeks to provide long term growth by investing primarily in companies that are undervalued and are well established in the international marketplace.	
International Stock Index	Seeks to replicate the FTSE All Cap Global ex US Index, an index that measures the investment return of stocks issued by companies located in developed and emerging markets, excluding the United States.	
International Growth	Seeks to invest in equity securities of non-U.S. companies that have a high probability for future growth in revenue and earnings.	
Small/Mid Company Value	Combination of two investment managers investing in small and mid-sized company common stocks that seek to provide dividend and capital appreciation through value-oriented stocks.	
Small/Mid Company Index	Seeks to track the S&P Completion Index, a broadly diversified index of stocks of small and mid-size U.S. companies.	
Small/Mid Company Growth	Combination of two investment managers investing in small and mid-sized company common stocks that seeks to provide capital appreciation through growth-oriented stocks.	
Emerging Market Stock	Combination of two investment managers investing in international common stocks in emerging market countries that seek to provide capital appreciation through both emerging market value and growth-oriented stocks.	Highest
Target Date Fund	Consists of a mixture of primarily stocks and bonds that seek to provide a combination of capital appreciation and income. The investment offering provides a suite of funds with the intent being that the participant selects a fund that aligns most closely with his/her expected retirement age. The target date funds will gradually become more conservative over time as they approach their target date.	
Self-Directed Brokerage Account	Provides the opportunity to invest in a broad range of investments including mutual funds and individual stocks.	

Special disclosure regarding the Intermediate Bond Fund: The Commodity Futures Trading Commission (CFTC) takes the position that this investment option can be considered a commodity pool subject to CFTC regulation. The CFTC regulations contain an exception provided the Plan makes the following disclosure: The Plan is being operated by a person who has claimed an exclusion from the definition of the term "commodity pool operation" under the Act and, therefore, is not subject to registration or regulation as a pool operator under the Act.

Self-Directed Brokerage (SDB)

If you desire more flexibility and investment choices, the Plan offers Fidelity BrokerageLink®, ("BrokerageLink") a self-directed brokerage option. You must invest at least $500, and you cannot have more than 98% of the value of your account in an SDB account.

A SDB account is not for everyone. BrokerageLink is designed for sophisticated investors who want to manage their retirement assets more actively and are willing to take on the potential for more risk.

Investments made through BrokerageLink may have higher expense ratios than other Investment Funds, and additional fees apply to a brokerage account. Please refer to the BrokerageLink fact sheet and commission schedule for a complete listing of brokerage fees as well as each investment's prospectus when reviewing total fees.

Regardless of which investment option you select within the Plan, it is always your responsibility to ensure that the options you select are consistent with your particular situation, including your goals, time horizon, and risk tolerance.

To Receive Plan Investment Information

To comply with ERISA section 404(c) and the regulations issued by the DOL under ERISA section 404(c), the NXP Retirement Plan Committee is the Plan's fiduciary (404(c) fiduciary) who is responsible for providing Plan investment information upon request of a participant or Beneficiary. As a section 404(c) plan you are responsible and bear any risk for making investment selections from the funds offered by the Plan. You may request investment information by logging into Fidelity NetBenefits or by calling the NXP Retirement Service Center.

In addition to the material you receive about the Plan, you have the right to request additional information to help you decide which investment options to select. The information you may request includes:

- A description of the annual operating expenses of each investment alternative (for example, investment management fees, administrative fees, transaction costs) that reduce your rate of return, and the aggregate amount of expenses expressed as a percentage of average net assets of the investment alternative.
- Copies of any prospectuses, financial statements and reports and any other materials relating to the investment alternatives, to the extent this information is provided to the Plan.
- Information concerning the value of shares or units in the investment alternatives, and information about the past and current investment performance, net of expenses, on a reasonable and consistent basis.
- Information concerning the value of shares or units in the investment alternative held in your account.

Life Events

Leave of Absence for Military Service

Under the Heroes Earnings Assistance and Relief Tax (HEART) Act of 2008, if you are called to active duty in the U.S. armed forces for 30 days or more (Uniformed Service), the Plan will allow you to receive a distribution from your account on the same basis as if your NXP employment terminated. If you receive such a distribution, you must wait six months from the date of the distribution to again contribute to the Plan.

If you receive differential pay while on Uniformed Service, you may elect to make Participant Contributions to the 401(k) Retirement Plan and NXP will make Company Matching Contributions to your account based on your contributions. Upon your return to active NXP employment, following Uniformed Service, you are treated as not having a break in service under the Plan. Uniformed service periods may not exceed five years in the aggregate, and you must return to employment at NXP within the time provided by law.

Beginning on your date of re-employment, you have a period equal to three times your period of Uniformed Service (not to exceed five years) to make up Participant Contributions to your Plan account. The amount you may contribute may not be more than the maximum amount you would have been allowed to contribute if you had not gone into Uniformed Service, and you may choose to make your contributions as Pre-Tax Contributions, Roth Contributions (after-tax), Catch-Up Contributions (if you are eligible to make them), or Non-Roth After-Tax Contributions.

Your Eligible Compensation for this calculation is the Eligible Compensation you would have received had you continued working for NXP during the period of your Uniformed Service. If your Eligible Compensation is not reasonably certain, then the average Eligible Compensation during the 12-month period immediately preceding your Uniformed Service will be used. If you worked less than 12 months, your actual period of employment is used.

If you make up your Participant Contributions, NXP will make Company Matching Contributions to your account equal to the amount NXP would have contributed if you had made your Participant Contributions during your period of Uniformed Service. However, you are not credited with any investment earnings for made-up contributions for your time in Uniformed Service; investment earnings begin when the contributions are actually put into your account.

Divorce – Qualified Domestic Relations Order (QDRO)

A Qualified Domestic Relations Order (QDRO) is a court order, judgment, or decree in connection with alimony, marital property rights or child support requirements. If a domestic relations order complies with the Retirement Equity Act of 1984, as amended, the Plan will recognize it as a QDRO and makes payments to the alternate payee (your Spouse, former Spouse, child or other dependent) as specified in the QDRO.

For more information regarding QDROs or for a copy of the Plan's QDRO procedures, please contact the Fidelity QDRO Center at **www.qdro.fidelity.com**.

A $300 processing fee applies to each QDRO that is processed online. If the QDRO is not able to be processed online, the fee will be $1,200 ($1,800 in event of multiple plans). The QDRO processing fee will be deducted from your and/or your alternate payee's account per the terms of the QDRO.

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Loans

Loans from Your Plan Account

Although the primary purpose of the Plan is to help you save for retirement, if you are an active employee (including an employee on a paid leave of absence) you may borrow money from the amount accumulated in your Plan account to help you meet financial needs. You may request a loan for any reason, with a minimum loan amount of $1,000. The maximum amount you can borrow is the lesser of:

- 50% of your vested account balance; or
- $50,000 less your highest outstanding loan balance in the preceding 12 months.

The Plan offers general purpose and Primary Residence loans. You may request a loan by logging into Fidelity NetBenefits or by calling the NXP Retirement Service Center. Generally, only one loan from your account may be outstanding at any given time. Once you pay off your loan, you must wait 21 days before initiating a new loan. You should always contact the NXP Retirement Service Center if you have any questions about a loan, including when payment is due.

A $50 fee is charged for each new loan. The loans are taken from your account proportionately from each investment fund. Repayments are withheld from your pay and go directly to your account to be invested based on your investment elections.

Repayment of Plan Loans

Plan loans are repaid through payroll deductions. A general loan must be paid back to the Plan within five years, and a residential loan must be paid back to the Plan within 15 years.

Missed payments may result in your loan going into default.

The interest you pay on your loans goes back into your Plan account. Currently, the interest rate is based on the prime rate plus 0.5%. The interest rate for loans is updated quarterly.

If you go on an approved leave of absence, you may stop your payments until you return to work (up to 12 months). During this period, interest will continue to accrue on your outstanding loan balance. When you return to work, your loan payments will resume, but the amount of your loan will be re-amortized over the length of your remaining loan. Note that a temporary suspension of your loan payments does not extend the due date of your loan beyond the date in effect immediately prior to your leave of absence.

If you are on an approved leave of absence to serve in the military, you may suspend your loan repayments for the full period of your military leave, even if that period is longer than one year. During your period of military leave the interest rate on your loan will be limited to 6%. Accordingly, any payments made during your military leave will reflect a maximum 6% interest rate (but the interest rate will not be increased if your loan interest rate was lower than 6% at the time you began your military leave). Upon your return to work, interest owed will be calculated at the lesser of the loan’s actual interest rate or 6%. The amount of your loan will be re-amortized, and the term will be extended by the length of your leave.

You may repay your loan in full at any time without penalty by logging into Fidelity NetBenefits or by calling the NXP Retirement Service Center. You may also make a lump sum partial repayment at any time to bring your loan current, but you may not change your required automatic payroll deduction payment during the term of your loan.

If you make a partial pre-payment (but do not pay off the loan) you will pay less interest than you would have without making the partial pre-payment. Your automatic payroll deduction payment will not change. Any additional partial payments would reduce the total interest paid over the life of the loan.

If your employment ends, you can continue to make loan payments by making monthly payments. If you wish to continue making loan repayments, please contact the NXP Retirement Service Center. Generally, if you do not repay your loan within 60 days of your termination date or commence making monthly payments, the outstanding loan balance plus accrued interest is automatically considered taxable Income.

You should consider repaying your Plan loan before you request a distribution, or within 60 days of your termination date, to avoid taxes if you plan to roll over amounts in your Plan account to another eligible account. You may repay the loan balance by logging into Fidelity NetBenefits or by calling NXP Retirement Service Center.

If your employment ends and you have an outstanding loan from your Plan account and you do not repay it or commence making monthly payments, the Plan Administrator may reduce (or "offset") your account balance in the Plan by the loan amount you have not repaid. Your loan offset amount is treated as a distribution to you at the time of the offset and is taxed unless you roll over an amount equal to your loan offset amount to another Eligible Plan (defined in the **Definitions** section of this SPD) or a traditional and/or Roth IRA (depending on the account from which you borrowed the funds) within 60 days of the date of the offset.

If your loan offset amount is the only amount you receive or are treated as having received, no amount is withheld from it. If you receive other payments from the Plan, the 20% withholding amount will be based on the entire amount paid to you, including the loan repayment amount. The amount withheld will be limited to the amount of other cash or property paid to you (other than any employer securities).

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Withdrawals from Your Plan Account

Withdrawals from Your Plan Account

Withdrawals from your Plan account while you are still employed at NXP are allowed only under specific circumstances. If you take a withdrawal while you are still employed, you may be subject to an additional 10% excise tax.

Withdrawals of Rollover Amounts

You may withdraw any portion of your account attributable to Rollover contributions. You may not take more than four Rollover withdrawals in any Plan Year and the minimum amount you may take is $500.

Withdrawal of Non-Roth After-Tax Contributions

You are generally allowed to request a distribution of your Non-Roth After-Tax Contributions at any time, regardless of your age. These deferrals are fully vested at all times. In-service withdrawals of Non-Roth After-Tax Deferrals are limited to four per Plan year, with a minimum amount of $500 per withdrawal. If you convert your Non-Roth After-Tax Contributions to Roth Contributions through an In-Plan Roth Conversion, such contributions will be subject to the Roth qualified distribution rules.

Hardship Withdrawals

You may withdraw your own Pre-Tax and/or Roth Contributions, including earnings, from your account to meet a Financial Hardship. Company Matching Contributions and Non-Roth After-Tax Contributions are not eligible for hardship withdrawals.

You may not take more than two hardship withdrawals in any calendar year, and the minimum hardship withdrawal you are allowed to take is $1,000 per withdrawal. Approval of the Plan Committee, or its designee, is required.

Hardship withdrawals are not eligible for Rollover to another plan or IRA.

When You May Take a Hardship Withdrawal

The IRS requires you to meet specific conditions of Financial Hardship to withdraw funds from your account. You cannot withdraw more than the amount required to meet the financial need. Hardship withdrawals are not allowed to alleviate credit card debt or to meet everyday living expenses.

Financial hardship withdrawals are allowed to:

- Pay expenses directly related to the purchase of your principal residence (excluding mortgage payments);
- Prevent eviction from or mortgage foreclosure on your principal residence;
- Pay for qualifying unforeseen repairs of damage to your principal residence;
- Pay medical expenses for you, your Spouse, your dependents, or your Primary Beneficiary;

- Pay tuition, related educational fees and room and board for 12 months of post-secondary education for you, your Spouse, your children, your dependents, or your Primary Beneficiary;
- Pay burial or funeral expenses for your deceased parent, Spouse, child, dependents and/or Primary Beneficiary; or
- Pay expenses and losses (including loss of income) incurred on account of a disaster declared by the Federal Emergency Management Agency (FEMA).

You must complete a Hardship Withdrawal Application (you can start the process by logging into Fidelity NetBenefits or by calling the NXP Retirement Service Center.

Withdrawals After Age 59½

If you are age 59½ or older, you may withdraw all or a portion of your account attributable to your Pre-Tax Contributions and Roth Contributions and the related earnings. Until your employment ends, Company Matching Contributions and related earnings are not eligible unless you reach age 70½.

You may take up to four such withdrawals in any Plan Year and the minimum withdrawal amount is $500.

Withdrawals After Age 70½, If You Are Still Employed

If you are age 70½ or older, you may withdraw all or a portion of your Plan account, including Company Matching Contributions and related earnings, even if you continue to work.

You may take up to four such withdrawals in any Plan Year and the minimum withdrawal amount is $500 (or the remaining balance in your account).

Withdrawals for Legacy NXP Participants

If you were a participant in the NXP 401(k) Plan before January 1, 2016, you may be eligible for additional withdrawals. With respect ***only*** to amounts transferred from the Legacy NXP 401(k) Plan to the Plan, you may withdraw all or a portion of your account attributable to amounts transferred from the Legacy NXP 401(k) Plan that are after-tax contributions, vested Company Matching Contributions and, after attaining age 59½, your pre-tax contributions; each as adjusted for earnings and/or losses.

You may take up to four in-service withdrawals in any Plan Year, and the minimum in-service withdrawal is $500.

CARES Act Distribution

If you were adversely impacted by the COVID-19 pandemic, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") may have allowed you to take a special distribution during 2020 from the ***Plan*** that is eligible for special tax treatment. Please note that this distribution was only available during the 2020.

To be eligible for relief under the CARES Act, you must have been a "qualified individual" who met one of the following requirements:

- You were diagnosed with SARS-CoV-2 or COVID-19 by a test approved by the Center for Disease Control;
- Your Spouse or dependent was diagnosed; or
- You experienced adverse financial consequences due to (1) the quarantine, (2) being furloughed or laid off, (3) having your work hours reduced, (4) being unable to work due to a lack of childcare due to the virus, or (5) the closing or reduction or hours of a business owned or operated by you.

If you were a qualified individual, you may have received a distribution of eligible funds up to 100% of your Plan account or $100,000, whichever is lesser. This distribution was not subject to the 10% excise tax nor was it subject to mandatory withholding. In addition, the distribution is eligible to be taxed pro rata over a three-year period from 2020 to 2022 unless you elect otherwise. In addition, this amount can be paid back into the ***Plan*** or another qualified retirement plan or IRA within three years from the date of the distribution. You may not, however, roll over this amount to another plan or an IRA.

When You Are Eligible for a Distribution

When your employment with NXP (and all related companies) ends for any reason, you are eligible to take a distribution from your account. Transferring from one NXP entity to another NXP entity or related company does not make you eligible to receive a distribution from your account (*e.g.,* if you are an employee going back to a foreign NXP entity, you will not be able to receive a distribution until you terminate employment with that NXP entity and all other NXP entities). Your termination date is your last day on payroll. If you are on a leave of absence, your termination date is the date your leave is ended by you or by NXP without your returning to work.

You may view your payment options by logging into Fidelity NetBenefits or calling the NXP Retirement Service Center. A Customer Service Representative can assist you with a Rollover and other payment options. Distributions are processed as soon as administratively possible. See the **What Happens to Your Plan Account When Employment Ends** section of this SPD for further information on distribution options.

Survivor Benefits

If you die, your entire account balance (less any outstanding loan balance) is payable to the Beneficiary or Beneficiaries you have designated with the Plan. If you are married, your account is paid to your surviving Spouse unless you designated another Beneficiary and your Spouse consented in a notarized writing to that designation.

You may revoke or change your designation at any time before you die. But, if you are married and you change your designation to name a Beneficiary other than your Spouse, you must have your Spouse's written, notarized consent for the designation to be effective.

You should review your designation of Beneficiary if your marital status changes. If you marry after you file a designation of Beneficiary, your prior designation becomes invalid unless you obtain your Spouse's written, notarized consent. If you have designated your Spouse as Beneficiary and you later are separated or divorced, your designation remains effective unless you change it. To change your Beneficiary designation log into Fidelity NetBenefits or call the NXP Retirement Service Center for assistance.

If there is no Beneficiary designation on file, or if it is invalid (for example, you did not complete a new designation when you got married), benefits are paid:

- To your surviving Spouse; if none, then
- To your children (in equal shares if more than one); if none, then
- To your parents (in equal shares if both parents survive you); or if none, then
- To your estate.

Except as provided below, if your surviving Spouse is your sole Beneficiary, he or she may request payment of your account balance immediately, or by December 31 of the year in which you would have reached MRD age. See the **Minimum Required Distributions (MRD) If You Do Not Request a Payment** section of this SPD for additional details about your MRD age.

Your Spouse may elect to receive his or her survivor benefit in the form of a Lump-Sum Distribution or a Direct Rollover.

If your surviving Spouse is not your sole Beneficiary, then the beneficiaries may elect a Lump-Sum Distribution, Direct Rollover or defer the distribution with the entire interest being distributed by December 31 of the calendar year containing the fifth anniversary of your death.

If your account balance is $1,000 or less at the time of your death or subsequently becomes less than $1,000 (including Rollover amounts), the account balance is distributed in a lump sum at the end of the month following the month in which you died, or your account balance becomes less than $1,000.

While your account balance remains in the Plan, your Spouse or other Beneficiary is entitled to direct how the account is invested, see the **Investing Your 401(k) Retirement Plan Account** section for additional details.

Your designated or default **B**eneficiary (including a spouse or other family member) may disclaim his or her interest in the Plan, either before or after your death. To make an effective disclaim, the Beneficiary must submit a disclaimer form available from the Plan Administrator no later than nine (9) months following your death and before having received any payment or distribution from the Plan.

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Termination of Employment

Your Pre-Tax, Roth (after-tax) and Non-Roth After-Tax Contributions will be automatically taken to 0% approximately 30 days after your termination date. In addition, Company Matching Contributions to your account end when you stop contributing to the Plan.

Your Plan account remains invested in the Plan until you receive a full distribution. You will continue to have access to your account by logging into Fidelity NetBenefits or by calling the NXP Retirement Service Center.

Former Employees Who Terminate Employment and Return

If you leave NXP and later return, your Plan status depends on several things, including whether you were a participant when you left, whether you had a "break in service," and whether you received a distribution upon your earlier termination. You should check with NXP Retirement Service Center about your status if you are rehired.

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What Happens to Your Plan Account When Employment Ends

If Your Vested Plan Account Balance Is $1,000 or Less

If the value of your Plan account is $1,000 or less (including Rollovers) or subsequently becomes $1,000 or less, your Plan account balance is automatically distributed. You may take the total amount in cash, or you may roll it over into another Eligible Plan or an IRA.

If you do not elect to receive a payment or a Rollover, you will receive a lump-sum payment of the total amount due to you to your last known address approximately 60 days after your last date of employment. If you prefer to roll over your Plan account balance, your request must be received by the NXP Retirement Service Center within 60 days of your last date of employment; otherwise, you will receive a lump-sum payment.

You can request a payment option by logging into Fidelity NetBenefits or by calling the NXP Retirement Service Center. A Customer Service Representative can assist you with a Rollover and other payment options.

If Your Vested Plan Account Balance Is More than $1,000

If the value of your Plan account is more than $1,000, your account is not automatically distributed to you unless you elect a distribution.

If you elect a distribution, you have a few distribution options from which to choose:

Option	Option Description
Lump Sum	Single payment of your entire account balance.
Partial Distribution	A single payment of part of your account balance, but at least $1,000. No more than four partial distributions are permitted in a calendar year.
Installments	Systematic payments over a fixed period of time (but not exceeding your life expectancy), in specific dollar amounts, over your life expectancy, or as a fixed percentage. You may also elect payment of installments of a specific amount over a period and frequency you elect, or payment of variable installments based on your life expectancy.
Direct Rollover	Transfer by the Plan of all or a portion of your account balance to another qualified employer plan, traditional or Roth IRA, Section 403(b) annuity, or Section 457(b) governmental plan. No more than four partial Rollovers are allowed in any calendar year.
Combination	Various combinations of the options for which you are eligible.

If You Request a Payment

You will receive the payment along with a distribution statement confirming the account value and payment option. Any payment due to you (or your Beneficiary) will be paid as soon as administratively possible after:

- Your employment with NXP ends or you are permanently disabled; and
- Your request for payment is confirmed by the NXP Retirement Service Center.
- If you elect a partial distribution, the balance of your account (after each payment) remains invested in the funds you have elected. Investment returns may increase or decrease your future payment amounts.

If you wish to receive a distribution of all or a portion of your Plan account, please log into Fidelity NetBenefits or call the NXP Retirement Service Center to elect your distribution. You will be able to elect the amount of your distribution, as well as the form of payment including direct deposit into your bank account.

Minimum Required Distributions (MRD) If You Do Not Request a Payment

Your balance is held in your Plan account until you request a method of payment. Once you reach MRD age and have ended employment with NXP, the Code requires that you begin taking distributions by April 1 of the following year.

Your MRD age is determined as follows:

Birth Date	Applicable MRD Age
Before July 1, 1949	70½
July 1, 1949 – December 31, 1950	72
January 1, 1951 – December 31, 1959	73
After January 1, 1960*	75*

*Starting in 2033

You have the same payment options described above, but you must take a minimum required distribution each year per the Code. Information regarding your options is sent to your address on file in January following the year in which you reach MRD age. If you do not elect a minimum required distribution, the amount of the required distribution may be subject to a 25% excise tax.

Distributions

A Plan payment that is eligible for Rollover can be taken in two ways. You can have all or any portion of your payment either:

- Paid in a Direct Rollover to another Eligible Plan that will accept it or a traditional and/or Roth IRA; or
- Paid to you.

Rollovers

Direct Rollovers

You can choose a Direct Rollover of all or any portion of your payment that is an eligible Rollover distribution. In a Direct Rollover, the eligible Rollover distribution is paid directly from the Plan to an Eligible Plan that accepts Rollovers or to a traditional or Roth IRA. If you choose a Direct Rollover, you are not taxed on a payment until you later take it out of the other plan or the IRA. No federal income tax withholding is required for any portion of your Plan benefits for which you choose a Direct Rollover. However, your payment is taxed later when you take it from the Eligible Plan or IRA; the later distribution may be subject to different tax treatment than it would be if you received a taxable distribution from the Plan.

Direct Rollover to an IRA

You can open an IRA to receive a Direct Rollover – a traditional IRA for pre-tax 401(k) funds and a Roth IRA for Roth 401(k) funds. If you choose to have your payment made directly to an IRA, contact an IRA sponsor (usually a financial institution) to find out how to have your payment made in a Direct Rollover to an IRA at that institution. In choosing a traditional or Roth IRA, you may want to consider whether the IRA you choose will allow you to move all or part of your payment to another tax-qualified plan or IRA at a later date without penalties or other limitations. To assist you in this process, you will receive information explaining the process for setting up a Rollover IRA and/or Rollover Roth IRA when your employment ends.

Direct Rollover to an Employer's Tax-Qualified Plan

If your new employer has an eligible (tax-qualified) plan, including a Section 403(b) annuity or Section 457 governmental plan, and you want to make a Direct Rollover to that plan, ask the administrator of that plan whether it will accept a Rollover and the type of Rollovers it will accept.

An employer plan is not legally required to accept a Rollover. If your new employer's plan does not accept Rollovers, you can choose a Direct Rollover to a traditional and/or Roth IRA.

If the employer plan accepts Rollovers, the plan may provide restrictions on the circumstances under which you may later receive a distribution of the Rollover amount or may require spousal consent to any subsequent distribution. Check with the administrator of that plan before making your decision.

Change in Tax Treatment Resulting from a Direct Rollover

The tax treatment of any payment from an eligible employer plan or traditional IRA receiving your Direct Rollover might be different than if you received your benefit in a taxable distribution directly from the 401(k) Retirement Plan. However, if you have your benefit rolled over to a Section 403(b) annuity, Section 457 governmental plan or traditional IRA in a Direct Rollover, your benefit will no longer be eligible for that special treatment (see the Tax Implications of Payments section for additional details).

Rollover of Roth (After-Tax) Contributions

You must meet the following criteria at the time you receive your Roth funds from the 401(k) Retirement Plan to qualify for this favorable tax treatment:

- Your Roth account in the 401(k) Retirement Plan must be at least five years old (this requirement also applies to distributions due to death or disability); and

- You must be age 59½ or older.

Any Company Matching Contributions made on Roth 401(k) Contributions are accounted separately in your Plan account; they are not considered to be Roth funds in the Plan.

Rollover of Non-Roth After-Tax Contributions

Non-Roth After-Tax Contributions may be rolled directly into an IRA or into another employer plan qualified under Section 401(a) or 403(a) that accepts after-tax contributions and separately accounts for them. You may roll over to another employer plan all of a payment that includes Non-Roth After-Tax Contributions, but only through a Direct Rollover. You can do a 60-day Rollover to an employer plan of part of a payment that includes after-tax contributions, but only up to the payment amount that would be taxable if not rolled over.

Please note that while you may rollover any Non-Roth After-Tax Contributions to a Roth IRA or another qualified plan, any taxable portion (e.g., earnings on your contributions) must be rolled over to a traditional IRA or another qualified plan unless you convert the earnings to Roth as part of a Roth In-Plan Conversion or you convert the earnings to Roth outside the Plan as part of the rollover process. Also, you cannot first roll over Non-Roth After-Tax Contributions to a traditional IRA and then roll over that amount into an employer's tax-qualified plan. You also cannot roll over Non-Roth After-Tax Contributions to a Section 457 governmental plan. See the **Roth In-Plan Conversion** and the **Withdrawal of Non-Roth After-Tax Contributions** sections of this SPD for additional details on your options regarding your Non-Roth After-Tax Contributions.

Please contact the NXP Retirement Service Center to discuss how much of your payment is the taxable portion and how much (if any) is the Non-Roth After-Tax Contribution portion. It is your responsibility to keep track of the Non-Roth After-Tax Contributions you roll over to a traditional IRA and report them to the IRS on the applicable forms. This will make it possible to determine the nontaxable amount of any future distributions from the traditional IRA.

Non-Rollover Eligible Amounts

- **Required Minimum Payments:** Beginning in the year you reach MRD age or retire, whichever is later, a certain portion of your payment cannot be rolled over because it is a "required minimum payment" that must be paid to you. See **the Minimum Required Distributions (MRD) If You Do Not Request a Payment** section of this SPD for additional details about your MRD age.

- **Corrective Distributions:** A distribution that is made to correct a failed nondiscrimination test or because legal limits on certain contributions were exceeded cannot be rolled over.

- **Loans Treated as Distributions:** The amount of a tax-qualified plan loan that becomes a taxable deemed distribution because of a default cannot be rolled over. However, a loan offset amount is eligible for Rollover, as described in the **Repayment of Plan Loans** section of this SPD. Call the NXP Retirement Service Center to ask if distribution of your loan qualifies for Rollover treatment.

- **Hardship Distributions:** A hardship distribution from a qualified plan is not eligible for Rollover.

Tax Implications of Payments

If you elect to receive a single lump-sum cash payment, you will receive the value of your Plan account in one payment, less any taxes that are required to be withheld. In addition to any state and local withholdings, federal law requires that the plan withhold 20% in federal income taxes, and your payment will be reportable as Taxable Income in the year of your distribution.

Your ultimate tax liability may be more or less than the amount of withholding. In addition, if you are younger than age 59½ when you receive a distribution, you may be subject to an additional 10% early withdrawal penalty. However, the 10% penalty does not apply if your distribution is made due to your death or disability, or if payment is made to an alternate payee under a Qualified Domestic Relations Order (QDRO). In addition, there are other exceptions to the 10% penalty. You should consult with your tax advisor to determine if any of these are applicable. Keep in mind that if your benefit is paid to you directly, you can still roll the payment into an IRA or another employer's retirement plan without penalty if you do so within 60 days.

If your distribution includes your Roth Contributions, your Roth Rollover Contributions, or if you elected a Roth In-Plan Conversion, the earnings associated with your Roth Contributions are not taxed if paid as part of a qualified distribution. This means that a qualified distribution is tax-free since the Roth Contributions themselves were taxed when contributed or converted. In order to have a qualified distribution, your Roth account in the 401(k) Retirement Plan must be at least five years old (this requirement also applies to distributions due to death or disability); and you must be age 59½ or older.

Note that if you directly rolled over Roth amounts from a Roth account in another employer's plan, this rule would also apply to those amounts if they are paid from the Plan in a qualified distribution. In that case, your five-year period starts with the first year you made a Roth Contribution to the other plan (if that is earlier than the first year you made a Roth Contribution to the Plan).

If you receive a distribution of Roth amounts that are not a qualified distribution, any distributed earnings will generally be subject to ordinary income tax and the 10% early payment penalty unless you make a rollover to a Roth IRA or to a designated Roth account in another employer's retirement plan. In addition, any taxable amounts you converted will be subject to a 10% penalty if you take a distribution within five tax years of the year of conversion, unless an exception applies, or you roll the amount over (as described above).

A distribution of any earnings related to Non-Roth After-Tax Contributions is subject to income tax. The amount you contributed as a Non-Roth After-Tax Contribution is not subject to income tax when distributed to you.

If you elect to receive partial payments or systematic installments, your payments will be taxed as ordinary income. You may also elect additional withholding on your payments.

If you elect to roll over your benefit into an IRA or other employer's qualified plan, a 403(b) or governmental 457(b) plan, you will continue to defer taxes until you withdraw funds from your account. However, should you roll over all or a portion of your benefit into a Roth IRA or a Roth In-Plan Conversion, you will be required to pay taxes on the amount deposited into that account. In addition, if you are required to take an MRD, you may not be able to roll over a portion of your account.

When you receive a distribution or other payment from the Plan, you will receive a detailed notice prescribed by the IRS related to the tax implications of your distribution or payment.

Before taking a withdrawal or distribution from the Plan, you should consult with a qualified tax advisor.

Questions? Connect with Fidelity

844-NXP-401K (844-697-4015) | **www.netbenefits.com** | **www.fidelity.com/go/NetBenefitsapp**

Claims and Appeals

Filing Claims for Benefits

To receive benefits from the Plan, you must apply for a distribution by logging into Fidelity NetBenefits or by calling the NXP Retirement Service Center. The Plan requires that you, or if applicable, your Spouse, Beneficiary or an authorized representative designated by you to act on your behalf, take the necessary steps required by the Plan to apply for benefits.

The deadline to initiate payment varies based on the benefit being requested; see the **What Happens to Your Plan Account When Employment Ends** section for additional details.

Claim Decisions

Your Claim will be considered as soon as practicable following its receipt. You will receive written or electronic notification of any determination from the Claims Administrator within 90 days after your request is received. In some instances, special circumstances may require additional time to consider your Claim. In these instances, you will receive notice within the initial 90 days that additional time is needed. The notice will include the reason(s) for the extension and the date by which the Claims Administrator expects to make a decision; however, in no case will the extension exceed 180 days from the date your Claim was received.

If your request for benefits is denied, the written notice will contain:

- Reference to the specific Plan provisions upon which the denial is based;
- A description of any additional material or information necessary for you to complete the Claim for benefits and an explanation of why such material or information is necessary; and
- An explanation of how you can appeal the denial.

Your Right to Appeal

If your initial Claim is denied, in whole or in part, you may appeal the denial. You must submit your appeal in writing within 60 days of receipt of the denial notification. Your appeal should include the reasons you believe you are entitled to benefits and any additional information or documentation to support your Claim for benefits.

Appeals for benefits should be sent to:

401(k) Retirement Plan Committee
6501 William Cannon Drive West
Mail Drop OE331
Austin, TX 78735

Appeal Decisions

Your appeal will be considered as soon as practicable following its receipt. You will receive written or electronic notification of any determination from the 401(k) Retirement Plan Committee within 60 days after your request is received. In some instances, special circumstances may require additional time to consider your appeal. In these instances, you will receive notice within the initial 60 days that additional time is needed. The notice will include the reason(s) for the extension and the date by which the Committee expects to make a decision; however, in no case will the extension exceed 120 days from the date your Claim was received.

If your appeal is denied, the written notice will contain:

- The specific reason(s) for the denial;
- Reference to the specific Plan provisions upon which the denial is based;
- A description of any additional material or information necessary for you to complete the Claim for benefits and an explanation of why such material or information is necessary; and
- A statement of your right to bring an action under ERISA Section 502(a).

Questions? Connect with Fidelity

844-NXP-401K (844-697-4015) | **www.netbenefits.com** | **www.fidelity.com/go/NetBenefitsapp**

Plan Information

Administrative Information

Plan Name	NXP 401(k) Retirement Plan
Plan Type	Defined contribution retirement plan
Plan Number	001
Funding Administration	Plan assets are held in trust by the Trustee: The Northern Trust Company 50 South LaSalle Street Chicago, IL 60690 Fidelity Investments is the Plan's third-party administrator.
Plan Administrator	NXP 401(k) Retirement Plan Committee
Effective Date	Plan document amended and restated effective January 1, 2022
Employer and Plan Sponsor	NXP USA, Inc. 6501 William Cannon Drive West Austin, TX 78735
Employer Identification Number	20-0443182
Agent for Legal Service	NXP USA, Inc. c/o Corporation Service Company 251 Little Falls Drive Wilmington, DE 19808
Plan Year	January 1 through December 31

Plan Administration

The Plan Administrator has the sole and complete discretionary authority to determine eligibility for Plan benefits and to construe Plan terms, including the making of factual determinations. The Plan Administrator has the discretionary authority to grant or deny Plan benefits. Plan benefits will be paid only if the Plan Administrator decides in its discretion that the applicant is entitled to them. The Plan Administrator's decisions are final and conclusive for all questions relating to the Plan.

No final action, finding, interpretation, ruling or decision is subject to de novo review in any judicial proceeding. No Plan Administrator's final action, finding, interpretation, ruling or decision may be set aside unless it is held to have been arbitrary and capricious by a final judgment of a court having jurisdiction over the issue.

The Plan Administrator may delegate to other persons responsibilities for performing certain Plan Administrator duties under Plan terms and may seek expert advice as the Plan Administrator deems reasonably necessary under the Plan. The Plan Administrator is entitled to rely upon the information and advice provided by the delegates and experts, unless actually knowing such information and advice to be inaccurate or unlawful.

The Plan Administrator may adopt uniform rules for Plan administration from time to time, as it deems necessary or appropriate.

Amendment and Termination

NXP reserves the sole discretionary right to modify, amend or terminate the Plan, in any respect, at any time and from time to time, retroactively or otherwise, by a written instrument adopted by its Board of Directors or its designee. In addition, the Retirement Plan Committee has been designated to approve certain amendments of the 401(k) Retirement Plan.

If the Plan is materially modified, amended, or terminated, you will be notified of the effect of such change to your Plan benefits or coverage. However, the modification, amendment or termination may be effective before you are notified. No consent of any employee or any other person will be necessary for NXP to modify, amend or terminate the Plan described in this SPD.

No amendment of the Plan can divest any participant of his or her accrued benefit, except according to Plan terms and as permitted under ERISA. If the Plan is terminated, vested benefits may be paid as of the date of Plan termination.

Representations Contrary to the Plan

No employee, agent, director, or officer of NXP has the authority to alter, vary or modify the terms of the Plan except by means of a duly authorized written amendment to the Plan. No verbal or written representations contrary to Plan terms are binding upon the Plan, the Plan Administrator or NXP.

Plan Funding

The Plan is funded through employee contributions and NXP contributions. The Northern Trust Company holds in trust the assets of the Plan.

No Assignment

To the extent allowed by law, and except as specified under Plan terms, no benefits will be subject to alienation, sale, transfer, assignment, garnishment, execution or encumbrance of any kind, and any attempt to do so will be void. However, Plan benefits may be subject to a QDRO.

Recovery of Payments Made by Mistake

You are required to return to NXP any benefits, or portion thereof, paid under the Plan by a mistake of fact or law.

No Contract of Employment

Your participation in the Plan does not assure you of continued employment with NXP or rights to benefits except as specified under Plan terms. Nothing in the Plan or in this SPD confers any right of continued employment to any employee.

Severability

If a court of competent jurisdiction finds, holds or deems any provision of the Plan described in this SPD to be void, unlawful or unenforceable under any applicable statute or other controlling law, the remainder of the Plan continues in full force and effect.

Applicable Law

The Plan described in this SPD is governed and construed according to the laws of the State of Texas, to the extent not pre-empted by the laws of the United States.

Statement of ERISA Rights

As an NXP 401(k) Retirement Plan participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that you are entitled to:

Receive Information about Your Plan and Benefits

Examine without charge, at the NXP Corporate Offices, 6501 William Cannon Drive West, Austin, TX 78735, and major Human Resources Offices of NXP, all Plan Documents and copies of all documents filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA), such as annual financial reports (Form 5500 Series).

Get copies of documents governing Plan operations, including the latest annual report (Form 5500 Series) and updated SPD upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

Receive summaries of the Plan's annual financial reports. These reports are prepared and distributed to Plan participants each year. The Plan Administrator is required by law to provide each participant a copy of the summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for Plan operations. The people who operate the Plan, called fiduciaries, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer or any other person, may discharge you or otherwise discriminate against you in any way to prevent you from getting a benefit or exercising your rights under ERISA.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the NXP Retirement Service Center. If you have any questions about this Statement or about your rights under ERISA, or if you need assistance in getting documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or you may write:

Employee Benefits Security Administration
Division of Technical Assistance and Inquiries
200 Constitution Avenue, N.W.
Washington, DC 20210
866-444-3272
DOL.gov/EBSA

You may also get certain publications about your rights and responsibilities under ERISA by contacting the Employee Benefits Security Administration.

Questions? Connect with Fidelity

844-NXP-401K (844-697-4015) | **www.netbenefits.com** | **www.fidelity.com/go/NetBenefitsapp**

Definitions

This section includes definitions of terms and phrases used throughout this SPD.

401(a)(17) Limit

Annual amount established by the IRS under Internal Revenue Code Section 401(a)(17) limiting compensation that may be considered in calculating employee and employer contributions to the Plan. For 2024, the limit is $345,000. This limit may change annually, based on cost-of-living increases.

401(k) Elective Deferral Limit

Annual amount established by the IRS that limits the amount you can contribute to 401(k) plans. For 2024, this limit is $23,000. The limit may change annually, based on cost-of-living increases.

Automatic Enrollment Contribution

The rate (5%) of base pay that is automatically contributed to the Plan account of newly hired employees on a before-tax basis unless they affirmatively elect otherwise. Likewise, unless otherwise selected the contribution rate will automatically increase 1% each year up to 15%. Automatic contributions normally begin by your third paycheck.

Beneficiary

Primary Beneficiary: The person, trust, or estate you choose to receive the proceeds from your Plan account following your death.

Contingent Beneficiary: Designated to receive the benefit if no Primary Beneficiary is living at the time the benefit becomes payable.

You may not designate your will as your Beneficiary.

Catch-Up Contribution

An additional contribution you are allowed to make to your Plan account as part of your Pre-Tax Contributions or your Roth Contributions, if you have attained age 50 or will turn 50 during the year. For 2024, the Catch-Up Contribution limit is $7,500.

Claim

Request for a Plan benefit made according to the Plan's reasonable procedure for filing benefit Claims. All Claims must be in writing and contain the information described in the **Claims and Appeals** section of this SPD.

Claims Administrator

The person or entity designated to administrate Claims under the applicable portion of this Plan. See the **Claims and Appeals** section for more information.

Company Matching Contributions

Contributions NXP makes to your Plan account based on your Pre-Tax Contributions, Roth Contributions, and Catch-Up Contributions. Company Matching Contributions are invested based on your elections for your own contributions.

Direct Rollover

A direct payment of your Plan benefits to a regular or Roth Individual Retirement Account, 403(b) annuity, Section 457(b) governmental plan or other Eligible (tax-qualified) Plan.

Eligible Compensation

Refers to your regular earnings, Sales Incentive Plan payments, annual bonuses, shift differentials, overtime and lump-sum pay, up to the 401(a)(17) Limit before you make any Pre-Tax Contributions. All other awards and individual spot bonuses, including any short-term production incentive bonuses or similar payments, and any severance payments, moving allowances, educational allowances, noncash payments, cost of living adjustments, overseas allowances and other termination payments are excluded.

Eligible Plan

The type of plan to which an eligible distribution can be rolled over from this Plan. This includes, in addition to a traditional IRA or annuity, a Roth IRA (for Roth 401(k) funds only), an employer retirement plan qualified under Internal Revenue Code Section 401(a) or 403(a), Section 403(b) annuity contract or Section 457(b) plan maintained by a state or other U.S. governmental entity that agrees to account separately for Rollovers.

ERISA

The Employee Retirement Income Security Act of 1974, as amended, which establishes certain rights and protections for participants as well as rules for employers to qualify benefit plans for special tax considerations.

Financial Hardship

When you need to make a withdrawal from your Plan account because of an unforeseen immediate and heavy financial need.

Highly Compensated Employee

An Employee is considered a Highly Compensated Employee if (i) at any time during the current or prior year you own, or are considered to own, at least five percent of your Employer, or (ii) received compensation from your Employer during the prior year in excess of $150,000 (for 2023), as adjusted and are in the top 20% of Employees as ranked by compensation. The compensation amount for 2024 is $155,000.

Investment Funds

Funds in the Plan in which you may invest your contributions and Company Matching Contributions. The funds have varying risk and return potential.

Lump-Sum Distribution

A payment of the entire balance of your Plan account after your employment with NXP ends.

Non-Roth After-Tax Contribution

Contributions to the Plan that come from your Eligible Compensation on an after-tax basis. You do not save on taxes when you make Non-Roth After-Tax Contributions and any associated investment earnings are taxable when they are distributed to you.

Opt Out

Electing not to enroll in the Plan. NXP employees who opt out do not contribute to the plan.

Participant Contributions

Your contributions to your Plan account. You may contribute up to 75% of your pay, up to the 401(k) Elective Deferral Limit (plus Catch-Up Contributions, if you are eligible). You may change your contribution level and type at any time. Pre-Tax, Roth (after-tax), Catch-Up, and Non-Roth After-Tax Contributions are all participant contributions. You may invest Participant Contributions in one or more of the Plan's Investment Funds.

Plan Year

The 12-month period beginning each January 1 and ending on December 31.

Primary Residence

The place you primarily reside, as reported by you to the Plan Administrator.

Pre-Tax Contributions

Contributions to the Plan that are made on a before-tax basis. These contributions come from your Eligible Compensation before federal (and most state and local) income taxes, but not FICA taxes (Social Security and Medicare).

Qualified Domestic Relations Order (QDRO)

A court order, approved by the Plan and meeting the requirements of ERISA, that requires all or a portion of the benefits payable from the Plan to be paid to someone else, usually a Spouse or child for whom the participant has financial responsibility.

Rollover

A distribution from an Eligible Plan that you deposit in another eligible (tax-qualified) retirement plan, regular Individual Retirement Account (IRA), Roth IRA or other Eligible Plan.

Roth Contributions

Contributions to the Plan that come from your Eligible Compensation on an after-tax basis. You do not save on taxes when you make Roth Contributions, but under current tax law, if certain requirements are met, Roth Contributions and their associated investment earnings are not taxable when you receive them as a qualified distribution.

Roth In-Plan Conversion

Automated Roth In-Plan Conversion: The automatic conversion of Non-Roth After-Tax Contributions to Roth Contributions on a daily basis, if so elected by a participant.

One-Time Roth In-Plan Conversion: The conversion of the non-Roth portion of your Plan account (including Pre-Tax Contributions, Catch-Up Contributions that have been made on a pre-tax basis, and Employer Matching Contributions) to Roth Contributions, if so elected by a participant.

Spouse

An individual who is legally married to an employee, including a common-law Spouse, and including an individual who is an employee's Spouse under the law of the state or country in which the employee married if that state or country recognizes that marriage. An individual separated from the employee under a legal separation decree is still considered a Spouse.

Taxable Income

Income subject to federal and state income taxes, if applicable.

Uniformed Service

Service in the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, full-time National Guard Duty, the commissioned corps of the Public Health Service and any other category of persons designated by the President in time of war or emergency, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

U.S. Expatriate

U.S. Expatriates are employees of NXP or a participating entity that are on short-term or long-term assignment outside the U.S. as determined by NXP Global Mobility. A U.S. Expatriate is defined as an NXP employee on the payroll of an NXP entity based in the United States, regardless of where the employee actually performs work. The benefits described in this SPD apply to you if you are a U.S. Expatriate on U.S. payroll.

Questions? Connect with Fidelity

844-NXP-401K (844-697-4015) | **www.netbenefits.com** | **www.fidelity.com/go/NetBenefitsapp**

Exhibit A

Annual Contributions, Including After-Tax, Examples

The IRS "annual additions limit" lets you and NXP together contribute up to $69,000 in 2024. This includes all of your Pre-Tax Contributions, Roth Contributions, Company Matching Contributions, and any Non-Roth After-Tax Contributions you make. It does not include any Catch-Up Contributions. If you are age 50 or older the maximum amount is $76,500, which includes the Catch-Up Contributions.

NXP U.S. Payroll will monitor your contributions to the Plan; **however, if you are eligible for the annual True-Up Contribution, posted in January of the following year, payroll will not be able to take this into account and you may exceed the annual additions limit**.

Example 1	
Employee is over age 50 and eligible for Catch-Up Contributions ($7,500) Annual Total Pay: $180,000 ($135,000 base pay and $45,000 AIP payments)	
Total 2024 Eligible Compensation:	$ 180,000
Pre-Tax and/or Roth Contribution %: **Pre-Tax and/or Roth Contributions made during the year:** *(Hit annual Pre-Tax/Roth IRS Limit of $30,500 in June)*	35% **$ 30,500**
Company Matching Contribution received during the year: *(The match stops in June – stops when employee Pre-Tax and/or Roth Contributions stop)*	**$ 4,500**
Non-Roth After-Tax Contribution %: **Non-Roth After-Tax Contributions made during the year:** *(Start Non-Roth After-Tax Contributions in July)*	45% **$ 40,500**
Total Contributions to the Plan during the year: *(Employee Pre-Tax and/or Roth, including Catch-Up, Non-Roth After-Tax and Company Matching Contributions)* *NXP payroll will not stop employee Non-Roth After-Tax Contributions because total contributions to the Plan does not exceed the annual additions limit of $76,500.*	**$ 75,500**
NXP True-Up Contribution (posted in January 2025): *($180,000 x 5% = $9,000, $9,000 - $4,500 = $4,500)* *Employees who do not receive the maximum match they are eligible for during the year, will receive a True-Up Contribution in January of the following year. The True-Up for 2024, posted in 2025, counts towards the 2024 annual additions limit. Note – NXP matches Pre-Tax, Roth, and Catch-Up Contributions, not Non-Roth After-Tax Contributions.*	$ 4,500
Total Contributions to the Plan for 2024, including True-Up:	**$ 80,000**
Excess Contributions to the Plan for 2024: *Fidelity will return any contributions that exceed the annual limit, less any losses. Any earnings on the excess contributions will be taxable in the year of distribution.*	**$ (3,500)**

Example 2	
Employee is under age 50 and not eligible for Catch-Up Contributions Annual Total Pay: $180,000 ($135,000 base pay and $45,000 AIP payments)	
Total 2024 Eligible Compensation:	$ 180,000
Pre-Tax and/or Roth Contribution %: **Pre-Tax and/or Roth Contributions made during the year:** *(Hit annual Pre-Tax/Roth IRS Limit of $23,000 in May)*	35% **$ 23,000**
Company Matching Contribution received during the year: *(The match stops in May – stops when employee Pre-Tax and/or Roth Contributions stop)*	**$ 3,750**
Non-Roth After-Tax Contribution %: **Non-Roth After-Tax Contributions made during the year:** *(Start Non-Roth After-Tax Contributions in June)*	37% **$ 38,850**
Total Contributions to the Plan during the year: *(Employee Pre-Tax and/or Roth, Non-Roth After-Tax and Company Matching Contributions)* *NXP payroll will not stop employee Non-Roth After-Tax Contributions because total contributions to the Plan does not exceed the annual additions limit of $69,000.*	**$ 65,600**
NXP True-Up Contribution (posted in January 2025): *($180,000 x 5% = $9,000, $9,000 - $3,750 = $5,250)* *Employees who do not receive the maximum match they are eligible for during the year, will receive a True-Up Contribution in January of the following year. The True-Up for 2024, posted in 2025, counts towards the 2024 annual additions limit. Note – NXP matches Pre-Tax, and Roth Contributions, not Non-Roth After-Tax Contributions.*	$ 5,250
Total Contributions to the Plan for 2024, including True-Up:	**$ 70,850**
Excess Contributions to the Plan for 2024: *Fidelity will return any contributions that exceed the annual limit, less any losses. Any earnings on the excess contributions will be taxable in the year of distribution.*	**$ (1,850)**