

【表紙】

【提出書類】 外国会社臨時報告書

【提出先】 関東財務局長

【提出日】 平成29年7月21日

【会社名】 テキサス・インスツルメンツ・インコーポレイテッド
(Texas Instruments Incorporated)

【代表者の役職氏名】 会長、社長兼最高経営責任者
(Chairman, President and Chief Executive Officer)
リチャード・K・テンブルトン
(Richard K. Templeton)

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【縦覧に供する場所】 日本テキサス・インスツルメンツ株式会社

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- (注) 1 本書において、別段の記載がある場合を除き、本文中「当社」または「テキサス・インスツルメンツ」または「TI」とはテキサス・インスツルメンツ・インコーポレイテッドを指すが、文脈によってはテキサス・インスツルメンツ・インコーポレイテッドとその連結子会社(株式の全部または過半数を所有する)を指すこともある。
- 2 別段の記載がある場合を除き、本書に記載の「ドル」はアメリカ合衆国ドルを指す。本書において便宜上記載されている日本円への換算は、1ドル=114.82円の換算率(2017年3月13日現在の三菱東京UFJ銀行の対顧客電信直物売買相場の仲値)により計算されている。
- 3 本書中の表で計数が四捨五入されている場合、合計は計数の総和と必ずしも一致しないことがある。
- 4 別段の記載がある場合を除き、本書に記載の日付は、米国東部標準時間である。

- Notes: 1. Unless otherwise noted, the term “Company” or “Texas Instruments” or “TI” refers to Texas Instruments Incorporated, or to Texas Instruments Incorporated and its consolidated subsidiaries (which are wholly-owned or majority-owned), as the context requires.
2. Unless otherwise noted, the term “dollars” or “\$” refers to United States Dollars. Conversion into Japanese Yen has been made at the exchange rate of \$1.00 = ¥114.82 the telegraphic transfer median exchange rate vis a vis customers reported by the Bank of Tokyo-Mitsubishi UFJ, Ltd. on March 13, 2017.
3. Where figures in tables have been rounded, the totals may not necessarily agree with the sum of the figures.
4. Unless otherwise noted, dates specified herein are U.S. Eastern Time.

1 【提出理由】

本外国会社臨時報告書は、2014年度テキサス・インスツルメンツ従業員株式購入制度に基づき、当社が日本国外において発行する有価証券の募集が、当社および日本国外に所在する複数の当社子会社におけるオプション付与日（2017年3月13日）現在の全従業員に対して開始されたため、金融商品取引法第24条の5第4項および企業内容等の開示に関する内閣府令第19条第2項第1号の規定に基づき提出するものである。

2 【報告内容】

(1) Type and Name of Securities (i.e., the Options) to be Issued (i.e., Granted)

Stock purchase rights to purchase one share of common stock of Texas Instruments Incorporated, par value of \$1 per share (each, an “Option”)

The securities are “Corporate Bonds with Stock Acquisition Rights etc. with Moving Strike Clause”.

Special Feature of Corporate Bonds with Stock Acquisition Rights etc. with Moving Strike Clause

The number of shares of common stock of the Company each participating Employee may acquire under the Plan is dependent on, among other things;

(i) the amount of his/her payroll deduction during the Payroll Deduction Period (as described in (7) below); and,

(ii) the share price on the Exercise Day (as described in (7) below).

Such number of shares of common stock of the Company is further subject to certain limitations under the Plan (as described in (11) below).

(2) Number of Securities (i.e., the Options) to be Issued (i.e., Granted)

1,973,815 Options

The number of the Options will be the same as the number of shares as set out in Item (5) “Type and Number of Underlying Shares of the Options” below.

(3) Offering Price per Securities (i.e., Option)

\$0 (¥0)

(4) Aggregate Offering Price

\$ 0 (¥0) (The aggregate offering price of stock acquisition rights.)

\$ 37,464,082 (approximately ¥4,302 million) (estimate) (The amount is the sum of the aggregate offering price of stock acquisition rights and the "Amount of Payment upon Exercise of the ESPP Options".)

Due to the fact that (a) each eligible Employee may elect to participate in the Plan at any time before the end of the Enrollment Period, (b) an enrolled Employee may choose to terminate their participation in the Non-Japanese Offering at any time before 11:59 PM U.S. Eastern Time on May 31, 2017 (the “Termination Day”), the exact amount of the Aggregate Offering Price is not certain. However, the Aggregate Offering Price for the purpose of this report shall not in any event exceed the total amount of payroll deduction during the relevant Payroll Deduction Period for all eligible Employees outside of Japan, because under the Non-Japanese Offering no funds can be available for purchase of shares other than cash held in the payroll deduction account or such other account designated for the purchase of Shares under the Plan of each eligible Employee. Such total amount of \$37,464,082 has been calculated based on the assumption that all eligible Employees participate in the Plan to the maximum extent possible and all Options granted to such Employees are exercised, considering the total non-variable compensation amount during the relevant Payroll Deduction Period for each eligible Employee based on the Company’s best estimate.

(5) Type and Number of Underlying Shares of the Options

Type: Registered shares of common stock of Texas Instruments Incorporated, par value of \$1 per share (“Shares”)

Number: 1,973,815 Shares

When an Employee’s Option is exercised, a participating Employee purchases the Shares in the number calculated as follows:

$$\frac{\text{payroll deduction for this offering}}{\text{exercise price of the Option}}$$

subject to a maximum number of shares calculated as described in (11)(iv) and (11)(v)(c) below and subject to the Administration Committee’s decision under (11)(ix) that participating Employees may not purchase fractional shares in the offering. Any amount of the payroll deduction left over after the purchase of such shares is refunded to the Employee.

(See Item (6) “Amount of Payment upon Exercise of the Options (per option)”)

According to the Plan, the formula for initially determining each eligible Employee’s number of underlying shares of Options available is as follows:

$$\frac{\text{Lower of (a) Salary X (Note I) x 2.5\% or (b) \$5,312}}{\text{Price Y (Note II) x 85\%}}$$

(Note I) Salary X shall mean the annual non-variable compensation of the Employee outside of Japan eligible to participate in the Plan per year.

(Note II) Price Y shall mean the fair market value of the common stock of the Company on the day on which the Option was granted. Fair market value defined as the closing price of TI common stock on the relevant date as reported by WSJ.com or Bloomberg LP.

Notwithstanding this formula, due to the fact that (a) an Employee may choose to terminate their participation in the Non-Japanese Offering on or before the Termination Day and (b) the exercise price of the Options is not determinable until the day the Options of participating Employees will be exercised in full (the “Exercise Day”), the exact number of Shares to be purchased by each Employee is not certain. However, due to the cap described in the last clause of the first sentence of (11)(v)(c) below, the total Number of Underlying Shares of the Options for the purpose of this report shall not exceed the number of shares that could have been purchased at 85% of the fair market value of common stock on the Grant Date (as defined in (11) below) with \$5,312 for each eligible Employee. Such total “Number of Underlying Shares of the Options” is calculated in such a manner as described below, based on the assumption that (w) all eligible Employees participate in the Plan to the maximum extent possible, (x) all options granted to such Employees are exercised, (y) the Shares to be delivered as a result of such exercise are all newly-issued Shares and (z) the cap described in the last clause of the first sentence of (11)(v)(c) below is the only applicable limit on the number of shares a participating Employee may purchase.

(If the number of shares for which all employees participating in the plan is greater than the shares of TI common stock remaining available for issuance under the plan, the available shares will, at the end of the enrollment period, be allocated among such participating Employees pro rata on the basis of the number of shares for which each has elected to participate.)

To calculate the total Number of Underlying Shares of the Options as described above, it is necessary to multiply (a) the number of eligible Employees times (b) the maximum number of shares that an Employee would be eligible to purchase if the market price of Texas Instruments common stock on the Exercise Day will be low enough to trigger the cap described in the last clause of the first sentence of (11)(v)(c) below, as follows:

$$\begin{aligned} & \text{(a) } 24,985 \text{ (number of eligible Employees)} \\ & \times \\ & \text{(b) } 79 \text{ (maximum number of shares any Employee may purchase (\$5,312 (as} \\ & \text{specified in (11)(v)(c))/\$ 66.43 (assumed exercise price)))} \\ & = 1,973,815 \end{aligned}$$

Using this calculation and the assumptions noted above, the Company estimates the maximum total number of underlying shares of the options to be 1,973,815.

(6) Amount of Payment upon Exercise of the Options (per option)

Due to the fact that the exercise price of the Options cannot be determined until the Exercise Day, the exact Amount of Payment upon Exercise of the Options (per option) is not certain.

Notwithstanding the terms and conditions under the Plan, pursuant to the decision made by the Compensation Committee of the Company, which is authorized under the Plan, the exercise price of the Options in this offering shall be 85% of the fair market value of TI common stock on the Exercise Day, which is rounded up to the nearest whole cent. The fair market value of the Exercise Day shall be the closing price of TI common stock on that date as reported by WSJ.com or Bloomberg L.P.

<Additional Note>

Subsequently, the exercise price of the Options was determined on the Exercise Date, which was \$64.95 (85% of the fair market value of TI common stock on the Exercise Date).

(7) Exercise Period

July 3, 2017 (Exercise Day)

Pursuant to the Terms and Conditions of the Plan, the term of each Option shall consist of the following two periods and Exercise Day:

- (i) An Enrollment Period (or Offering Period) beginning on March 13, 2017, and ending on March 31, 2017, during which each eligible Employee shall determine whether or not and to what extent to participate by authorizing payroll deductions. As part of the enrollment process, an Employee may, but is not required to, elect to be automatically re-enrolled to participate in subsequent offerings under the Plan at the same level such Employee determined to participate in the current offering; and
- (ii) A Payroll Deduction Period of 3 months, beginning on April 1, 2017, and ending on June 30, 2017, during which payroll deductions shall be made and credited to each participating Employees' payroll deduction account; and
- (iii) An Exercise Day, on which participating Employees Options shall be automatically exercised in full. The Exercise Day is July 3, 2017.

(8) Conditions for Exercise of the Options

Satisfaction of Requirements under the Plan and no Cancellation of the Plan

A participating Employee's last day to cancel his or her payroll deduction authorization and simultaneously request that all but not a part of the balance in the Employee's account allocable to such Payroll Deduction Period be paid to him or her shall be the last day of the month preceding the next offering. Such

cancellation and withdrawal during the Payroll Deduction Period shall constitute withdrawal from the offering and the Employee's option shall thereupon terminate and become void. Such cancellation shall also operate to terminate any automatic re-enrollment described in (7)(i).

(9) Amount to be Capitalized on Share Capital of Newly Issued Shares Issuable upon Exercise of the Options, among the Issue Price per Share

\$1 (¥114.82)

Because each eligible Employee may (a) elect to participate in the Plan until the end of the Enrollment Period or (b) terminate their election to participate on or before the Termination Day, the exact number of Shares to be purchased by the Employees is not certain. The following is the total of "Amount to be Capitalized on Share Capital of Newly Issued Shares Issuable upon Exercise of the Options" for Shares, which is based on the assumption that the maximum Number of Underlying Shares of the Options, as calculated in (5) above, are exercised by the participants and that all of the Shares to be delivered as a result of such exercise are newly issued Shares.

(number of shares x par value): $1,973,815 \times \$1 = \$1,973,815$ (approximately ¥227million)

(If the number of shares for which all Employees participating in the Plan is greater than the shares of TI common stock remaining available for issuance under the Plan, the available shares will at the end of the Enrollment Period be allocated among such participating Employees pro rata on the basis of the number of shares for which each has elected to participate.)

(10) Transfer of the Options

The Options granted under the Plan may not be transferred except by will or the laws of descent and distribution.

(11) Issuing method

The Options are to be granted under the Plan. The Plan was approved by the Board of Directors (the "Board") on December 5, 2013 subject to stockholder approval. The Plan was approved by stockholders on April 17, 2014.

The following are the terms and conditions of offerings under the Plan

- (i) As used herein, (i) "Administration Committee" means the committee authorized by the Compensation Committee of the Board of Directors to administer the TI Contribution and 401(k) Savings Plan and other TI benefit plans; (ii) "Compensation" means the Employee's monthly rate of pay multiplied by the Employee's pay months per year as shown on the Company's records as of the Grant Date (as defined below) for the offering, provided that the Administration Committee may determine to include or exclude other amounts; and (iii) "Fair Market Value" means the

closing price of TI common stock on the relevant date as reported by WSJ.com or Bloomberg L.P. Other capitalized terms have the meaning specified in the Plan.

- (ii) Options shall be granted in four sets of offerings each year on the first day that The NASDAQ Stock Market is open for trading in December, March, June, and September (each a “Grant Date”), with separate offerings made on such dates to Employees of TI and to Employees of each participating Subsidiary in accordance with the Plan. The participating Subsidiaries, and the exclusion of any Employees from offerings, shall be as determined by the Administration Committee. The Administration Committee shall approve the form of offering as required by the Plan.
- (iii) The option price per share for each offering shall be 85% of the Fair Market Value of TI common stock on the date the option is exercised, rounded upward to the next whole cent if such amount is a fraction of a cent (the “Option Price”).
- (iv) Each eligible Employee who desires to participate in an offering shall elect an amount the Employee wishes to have deducted from his or her periodic pay for the purchase of stock offered under this Plan and shall authorize the related payroll deductions. Where local law prohibits payroll deductions, Paragraph (xi) shall apply. For each offering, the maximum aggregate amount that the Employee may elect shall be 2.5% of Compensation, or \$5,312, whichever is lower. The Employee shall communicate the election and payroll deduction to the person or firm designated by the Treasurer of TI in the form and manner prescribed by the Administration Committee.
- (v) The term of each option shall consist of the following three periods:
 - (a) an Enrollment Period beginning and ending on such dates as the Administration Committee shall determine (such determination to be made on or prior to the Grant Date), during which each eligible Employee shall determine whether and to what extent to participate by authorizing payroll deductions;
 - (b) a Payroll Deduction Period of three (3) calendar months, beginning on the first day of the calendar month following the Grant Date, during which payroll deductions shall be made and credited to each Employee's payroll deduction account; and
 - (c) an Exercise Day, which shall be the first day on which The NASDAQ Stock Market is open for trading after the end of the Payroll Deduction Period, on which day (subject to Paragraphs (vii), (viii) and (ix)) the option of each participating Employee shall be exercised for the number of shares of TI common stock as may be purchased at the Option Price with the amount credited to the Employee’s payroll deduction account,

provided, however, that the number of shares purchased shall not exceed the number of shares of TI common stock that could have been purchased at 85% of the Fair Market Value of TI common stock on the Grant Date with \$5,312.

- (vi) Unless the Administration Committee provides otherwise, the Employee's election and payroll deduction authorization as described in Paragraph (iv) shall constitute an election by the Employee to participate in the current offering, and the Employee may elect to be automatically re-enrolled in subsequent offerings. If elected, the automatic re-enrollment shall be in effect until the Employee cancels enrollment, changes the automatic enrollment election or transfers to a different TI payroll.
- (vii) Unless the Administration Committee shall have provided otherwise prior to the date the offering was made, the Employee may, at any time up to and including the last day of the month preceding the Grant Date of the next offering, request that all (but not a part of) the balance in his or her payroll deduction account be refunded to the Employee. Such request shall operate to cancel the Employee's election to participate in that offering and in subsequent offerings under the Plan until the Employee provides a new election and payroll authorization as described in Paragraph (iv).
- (viii) Termination of Employment: Generally, if the employment of a participating Employee terminates prior to the expiration of the Payroll Deduction Period for any reason, the Employee's participation in the offering shall immediately terminate and the balance, if any, in his or her payroll deduction account shall be refunded to the Employee (or paid to his or her personal representatives, heirs, legatees or distributees, if applicable).
- (ix) Unless the Administration Committee has determined otherwise before the Grant Date, participating Employees may not purchase fractional shares in the offering. All options of participating Employees shall be exercised on the Exercise Day for full shares and the balance, if any, remaining in the Employee's payroll deduction account shall be refunded to the Employee.
- (x) If an Employee transfers to a different TI payroll or goes on unpaid leave of absence prior to the expiration of the Payroll Deduction Period, payroll deductions shall cease as of the date of the Employee's change in employment status, and the Employee's option shall be exercised to the extent possible with the amount then in his or her payroll deduction account on the Exercise Day. If an Employee goes on paid leave of absence prior to the expiration of the Payroll Deduction Period, payroll deductions will continue.
- (xi) If local law prohibits payroll deductions for some or all Employees who are eligible for an offering, all Employees in that location who are eligible for the offering may (i) authorize their employer to place the funds that otherwise would be subject to payroll deductions into bank accounts or in

accounts with a trustee or other custodian in the names of the Employees or in the name of the employer or (ii) pay the funds by such other method approved by the Administration Committee. In such event, all of the provisions of these Terms and Conditions applicable to payroll deductions shall apply to such accounts.

- (xii) No interest shall be payable on any amount withheld, collected or refunded (or paid to the Employee's personal representatives, heirs, legatees or distributees, if applicable) under this Plan.

(12) Names of underwriters

Not applicable

(13) Places of offering

The United States and other countries

(14) Total amount of proceeds from the issuance, and details, amounts and expected time of expenditure for each use of proceeds

- (i) Total amount of proceeds from the issuance of the Options

\$37,464,082 (approximately ¥4,302 million)

Total amount of proceeds from the issuance of the Options is the estimated amount based on the assumption that all the eligible Employees outside Japan participate in the Plan, all options granted to such Employees are exercised and the offering price is \$66.43.

- (ii) Details, amounts and expected time of expenditure for each use of proceed

The proceeds will be used for general corporate purposes. The details, amounts and expected time of expenditure for the use of the proceeds have not been determined.

(15) Date of issuance of the Options

March 13, 2017

(16) Exchange where the Options are or are to be listed

Not applicable

(17) Matters relating to Corporate Bonds with Stock Acquisition Rights etc. with Moving Strike Clause

(a) Reason for Raising Funds by Issuing Corporate Bonds with Stock Acquisition Rights Etc. with Moving Strike Clause

This offering will be made for the purpose of incentive compensation to Employees outside Japan.

(b) Particular Arrangements between the Acquirer and the Company concerning Matters relating to Exercise of Corporate Bonds with Stock Acquisition Rights etc. with Moving Strike Clause

There are no specific arrangements with participating Employees except for those under the Plan.

(c) Particular Arrangements between the Acquirer and the Company concerning Sale of the Company Stock

Not applicable.

(d) Particular Arrangements between the Acquirer and Persons with Special Interests in the Company concerning Lending of the Company Stock

Not applicable.

OTHER MATTERS

a. The amount of Issued Share capital of the Company (as of March 31, 2017)

\$1,740.8 million (approximately ¥199,879 million)

b. Total Number of Issued Shares (as of March 31, 2017)

1,740,815,939