

【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】 2023年5月12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】 社長兼最高経営責任者
(President and Chief Executive Officer)
ハビブ・イラン
(Haviv Ilan)

【本店の所在の場所】 アメリカ合衆国 75243 テキサス州 ダラス
TI ブールバード 12500
(12500 TI Boulevard, Dallas, Texas 75243, U.S.A.)

【代理人の氏名又は名称】 弁護士 中村 慎二

【代理人の住所又は所在地】 東京都千代田区大手町一丁目1番1号 大手町パークビルディング
アンダーソン・毛利・友常法律事務所外国法共同事業

【電話番号】 03 - 6775 - 1000

【事務連絡者氏名】 弁護士 吉田 満利恵
同 隈 大希
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【電話番号】 03 - 6775 - 1000

【縦覧に供する場所】 日本テキサス・インスツルメンツ合同会社
(東京都港区港南1丁目2番70号 品川シーズンテラス)

- (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=136.84円の換算率(2023年5月1日現在の三菱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 = ¥136.84 the telegraphic transfer median exchange rate vis-a-vis customers reported by MUFG Bank, Ltd. on May 1, 2023.
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、テキサス・インスツルメンツ2009年度長期報奨制度（以下、「本制度」という。）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、当社および当社子会社の特定の従業員（以下、「有資格従業員」という。）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】

A. Non-Qualified Stock Option (the “Options”)

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

The Options are Non-qualified Stock Options for the purpose of Internal Revenue Code of the United States. Non-qualified Stock Options under the Internal Revenue Code means stock options that are not Incentive Stock Options (stock options granted that are intended to meet the requirements of Section 422 of, or any successor provision to the Internal Revenue Code of 1986, as amended from time to time). Tax consequences under the Internal Revenue Code are different between the Incentive Stock Options and Non-qualified Stock Options.

An Option is the right to purchase one share of common stock of Texas Instruments Incorporated, par value of \$1 per share, at the stated exercise price, subject to certain conditions described below.

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

35,165 Options

The number of the Options is 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 million) (The aggregate offering price of stock acquisition right.)

\$5,861,302 (approximately ¥802 million) (The amount is the sum of the aggregate offering price of stock acquisition right and the “Amount of Payment upon Exercise of the Stock Options”.)

(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: 35,165 Shares

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

The exercise price of the Option is \$166.68 which is the closing price of TI stock on the date of grant.

(7) Exercise Period

Options vest (become exercisable) in increments of 25% per year beginning on the first anniversary on the Grant Date of NQ. The term of the Option is 10 years from the Grant Date of NQ, which is May 1, 2023, subject to possible earlier termination as described below (See “(8) Conditions for Exercise of the Options”). “Grant Date of NQ” means the effective date of the grant of NQ.

(8) Conditions for Exercise of the Options

	Employment Termination due to Death or Permanent Disability or at Least 6 Months after Grant When Retirement Eligible *	Employment Termination for Cause	Other Circumstances of Employment Termination
Unexercisable portion of option	Continues	Stops	Stops
Exercisable portion of option	Remains exercisable to end of term	Terminates	Remains exercisable for 30 days

* Retirement eligibility is defined for purposes of equity awards as at least age 55 with 10 or more years of TI service or at least age 65.

Options may be cancelled if, during the two years after employment termination, the grantee competes with TI or solicits TI employees to work for another company, or if the grantee discloses TI trade secrets. In addition, for options received while the grantee was an executive officer, the company may reclaim (or “claw back”) profits earned under grants if the officer engages in such conduct. These provisions are intended to strengthen retention and provide a reasonable remedy to TI in case of competition, solicitation of our employees or disclosure of our confidential information.

Options become fully vested (exercisable) if the grantee is involuntarily terminated from employment with TI (other than for cause) within 24 months after a change in control of TI. “Change in control” is defined as provided in the Texas Instruments 2009 Long-Term Incentive Plan and occurs upon (i) acquisition of more than 50% of the voting stock or at least 80% of the assets of TI or (ii) change of a majority of the board of directors in a 12-month period unless a majority of the directors then in office endorsed the appointment or election of the new directors (“Plan definition”). These terms are intended to reduce employee uncertainty and distraction in the period leading up to a change in control, if such an event were to occur.

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

Because it cannot be determined if, and to what extent, each Employee who receives an Option will exercise the Option, the exact number of Shares issuable on exercise of the Options 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” which is based on

the assumption that all of the Options are exercised by the grantees and that all of the Shares Underlying the Options, as set out in (5) above, to be delivered as a result of such exercise are newly issued Shares.

(number of shares x par value): 35,165 x \$1 = \$35,165 (approximately ¥5 million)

(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 on January 15, 2009 subject to stockholder approval. The Plan was approved by stockholders at the annual meeting of stockholders of the Company held on April 16, 2009. The Plan was subsequently amended on September 17, 2009, January 19, 2012 and April 21, 2016.

According to the Plan, the Committee is authorized to grant the Options to eligible employees with the terms and conditions described in the Plan and with such additional terms and conditions, in either case not inconsistent with the terms of the Plan, as the Committee shall determine.

According to the Plan, no Employee may receive Options under the Plan in any calendar year that relate to more than 4,000,000 Shares, subject to certain adjustments under the Plan.

Any individual who is employed by the Company or any Affiliate and any individual who provides services to the Company or any Affiliate as an independent contractor, including any officer or employee director shall be eligible to receive an Award under the Plan. An individual who has agreed to accept employment by, or to provide services to the Company or an Affiliate shall be deemed eligible for awards as of commencement of employment. Directors who are not full-time or part-time officers or employees are not eligible to receive Awards under the Plan.

(12) Names of underwriters

Not applicable

(13) Places of offering

The United States and other counties, excluding Japan

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

(a) Total amount of proceeds from the issuance of the Options

\$5,861,302 (approximately ¥802 million)

Because it cannot be determined if, and to what extent, each Employee who receives an Option will exercise the Option, the amount of proceeds from the issuance of the Options is not certain. We have therefore used the aggregate amount of the Offering Price and the Payment upon Exercise as an estimate.

(b) Details, amounts and expected time of expenditure for each use of proceeds

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

May 1, 2023

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

Not applicable

B. Restricted Stock Unit (the “RSU”)

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

Each RSU represents the right to receive one share of TI common stock on a date of vesting of RSUs (the “Vesting Date”) unless the award is terminated earlier under terms summarized in “(8) Conditions for Exercise of the Options”.

The following is a summary of certain important characteristics of RSUs and the Plan under which they are issued.

The Plan is designed to enhance the ability of the Company to attract and retain exceptionally gifted individuals and to encourage them to acquire a proprietary interest in the growth and performance of the Company.

The date on which stock is to be issued pursuant to an RSU is determined by the Committee. The grantee has no discretion over the date the shares are issued.

According to the Plan, RSUs shall be subject to such restrictions as the Committee may impose (including, without limitation, any limitation on the right to vote or the right to receive any dividend or other right or property), which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Committee may deem appropriate.

As determined by the Committee, each RSU granted by the Company also includes the right to receive dividend equivalents, which are paid annually in cash at a rate equal to the amount paid to stockholders in dividends. Dividend equivalents are considered additional compensation to the employee.

A grantee will not have any rights as a stockholder of the Company in respect of any shares of common stock of the Company issuable under the RSU unless and until such shares are issued in the name of such grantee and delivered to him/her.

Under the Plan, RSUs are regarded as incentive compensation, that is, the RSUs are granted to employees in return for their services. Under U.S. corporate laws and regulations, a corporation may issue shares without cash consideration. Accordingly, stock may be issued under the relevant RSUs to the employee without any consideration paid by the employee to receive the shares.

A grantee of RSUs does not make any payment upon distribution of shares, and therefore, “exercise” is deemed to happen upon distribution of shares for the purpose of this report.

In accepting an RSU award, each grantee acknowledge that: (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, as provided in the Plan; (b) all decisions with respect to future awards, if any, will be at the sole discretion of the Company or its designee; (c) the Award is voluntary and occasional and does not create any contractual or other right to receive future RSUs, or benefits in lieu of the RSUs; (d) each grantee is voluntarily participating in the Plan; (e) RSUs are an extraordinary item that does not constitute compensation for services rendered to the Company; (f) RSUs are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, termination, pension or retirement benefits or similar payments; (g) RSUs will not be interpreted to form an employment contract or relationship with the Company; (h) the future value of the underlying shares is unknown and cannot be predicted with certainty; and (i) if each grantee receives shares, the value of such shares may increase or decrease in value.

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

46,620 RSUs

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

\$0 (¥0)

(4) Aggregate Offering Price

\$0 (¥0)

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

Type: Registered shares of common stock of Texas Instruments Incorporated, par value of \$1 per share

Number: 46,620 Shares

(6) Amount of Payment upon Vesting of the RSUs (per RSU)

\$0 (¥0)

(7) Vesting Period

Except in the event of termination of employment, RSUs vest on the Vesting Date, which is April 30, 2027 (See “(1) Type and Name of Securities (i.e., RSU) to be Issued (i.e., Granted)” and “(8) Conditions for Exercise of the Options”).

(8) Conditions for Exercise (i.e., vesting) of the RSUs

Employment Termination Due to Death or Permanent Disability or at Least 6 Months after Grant When Retirement Eligible	Employment Termination For Cause	Other Circumstances of Employment Termination
Vesting continues; shares are paid at the scheduled vesting date	Grant cancels; no shares are issued	Grant cancels; no shares are issued

These termination provisions are intended to promote retention. All RSU awards contain cancellation and clawback provisions like those described above for stock options. The terms provide that, to the extent permitted by Section 409A of the IRC, the award vests upon involuntary termination of TI employment within 24 months after a change in control. Change in control is the Plan definition. These cancellation, clawback and change-in-control terms are intended to conform RSU terms with those of stock options (to the extent permitted by the IRC) and to achieve the objectives described above in the discussion of stock options.

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

“Amount to be Capitalized on Share Capital per shares” for the purpose of this report is \$0 because RSUs may be granted and stock issued thereunder to the employee without any consideration paid by the employee to receive the shares. However, when RSUs vest and shares are issued, the Company credits the par value out of its stockholders equity, even though no cash is received, as this is required in accordance with U.S. GAAP.

(10) Transfer of the RSUs

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

(11) Issuing method

The RSUs are to be granted under the Plan. The Plan was approved by the Board of Directors on January 15, 2009 subject to stockholder approval. The Plan was approved by stockholders at the annual meeting of stockholders of the Company held on April 16, 2009. The Plan was subsequently amended on September 17, 2009, January 19, 2012, and April 21, 2016.

According to the Plan, the Committee is authorized to grant the RSUs to Participants with the terms and conditions described in the Plan and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine.

Any individual who is employed by the Company or any Affiliate and any individual who provides services to the Company or any Affiliate as an independent contractor, including any officer or employee director shall be eligible to receive an Award under the Plan. An individual who has agreed to accept employment by, or to provide services to the Company or an Affiliate shall be deemed eligible for awards as of

commencement of employment. Directors who are not full-time or part-time officers or employees are not eligible to receive Awards under the Plan.

Grantees are required to enter into the Restricted Stock Unit Award Agreement with the Company within 120 days of the Grant Date of RSUs. “Grant Date of RSUs” means the effective date of the grant of RSUs. Failure to accept the agreement by such date will result in termination of RSUs without any shares being issued.

(12) Names of underwriters

Not applicable

(13) Places of offering

The United States and other counties, excluding Japan

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

(a) Total amount of proceeds from the issuance of the RSUs

\$0 (¥0)

(b) Details, amounts and expected time of expenditure for each use of proceeds

Not Applicable

(15) Date of issuance of the RSUs

May 1, 2023

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

Not applicable

OTHER MATTERS

a. The amount of issued share capital of the Company (as of March 31, 2023)

\$1,741 million (approximately ¥238,238 million)

b. Total Number of Issued Shares (as of March 31, 2023)

1,741 million

c. The following is an extract of the Plan provisions, except for those already described in the relevant sections of this report.

TEXAS INSTRUMENTS 2009 LONG-TERM INCENTIVE PLAN (Extract)
Dated April 16, 2009 (as amended)

SECTION 1. PURPOSE.

The Texas Instruments 2009 Long-Term Incentive Plan is intended as a successor plan to the Company's 2000 Long-Term Incentive Plan, 2003 Long-Term Incentive Plan and the predecessors thereto. This Plan is designed to enhance the ability of the Company to attract and retain exceptionally qualified individuals and to encourage them to acquire a proprietary interest in the growth and performance of the Company.

SECTION 2. DEFINITIONS.

As used in the Plan, the following terms shall have the meanings set forth in this Section 2.

<Omitted>

(b) “**Award**” shall mean any Option, award of Restricted Stock, Restricted Stock Unit, Performance Unit or Other Stock-Based Award granted under the Plan.

(c) “**Award Agreement**” shall mean any written agreement, contract or other instrument or document evidencing an Award granted under the Plan, which may, but need not, be executed or acknowledged by a Participant. An Award Agreement may be in electronic form.

(d) “**Board**” shall mean the board of directors of the Company.

<Omitted>

(g) “**Committee**” shall mean a committee of the Board designated by the Board to administer the Plan. Unless otherwise determined by the Board, the Compensation Committee designated by the Board shall be the Committee under the Plan.

(h) “**Company**” shall mean Texas Instruments Incorporated, together with any successor thereto.

<Omitted>

(w) “**Option**” shall mean an Incentive Stock Option or a Non-Qualified Stock Option.

<Omitted>

(y) “**Participant**” shall mean an individual granted an Award under the Plan.

<Omitted>

(aa) “**Plan**” shall mean this Texas Instruments 2009 Long-Term Incentive Plan.

<Omitted>

(kk) “**Shares**” shall mean shares of the common stock of the Company, \$1.00 par value.

<Omitted>

(mm) “**Substitute Awards**” shall mean Awards granted in assumption of, or in substitution for, outstanding awards previously granted by a company acquired by the Company or with which the Company combines.

<Omitted>

SECTION 4. ADMINISTRATION.

(a) The Plan shall be administered by the Committee. The Committee shall be appointed by the Board.

<Omitted>

(b) Subject to the terms of the Plan and applicable law, the Committee shall have full power and authority to: (i) designate Participants; (ii) determine the type or types of Awards (including Substitute Awards) to be granted to each Participant under the Plan; (iii) determine the number of Shares to be covered by (or with respect to which payments, rights, or other matters are to be calculated in connection with) Awards; (iv) determine the terms and conditions of any Award; (v)

determine whether, to what extent, and under what circumstances Awards may be settled or exercised in cash, Shares, other securities, other Awards, or other property, or canceled, forfeited or suspended, and the method or methods by which Awards may be settled, exercised, canceled, forfeited or suspended; (vi) determine, consistent with Section 11(g), whether, to what extent, and under what circumstances cash, Shares, other securities, other Awards, other property, and other amounts payable with respect to an Award under the Plan shall be deferred either automatically or at the election of the holder thereof or of the Committee; (vii) interpret and administer the Plan and any instrument or agreement relating to, or Award made under, the Plan; (viii) establish, amend, suspend or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan, including adopting sub-plans and addenda for Participants outside the United States to achieve favorable tax results or facilitate compliance with applicable laws; (ix) determine whether and to what extent Awards should comply or continue to comply with any requirement of statute or regulation; and (x) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan.

(c) All decisions of the Committee shall be final, conclusive and binding upon all parties, including the Company, the stockholders and the Participants.

SECTION 5. SHARES AVAILABLE FOR AWARDS.

(a) Subject to adjustment as provided in this Section 5, the number of Shares available for issuance under the Plan shall be 115,000,000 shares. <Omitted>

<Omitted>

(e) In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company, issuance of warrants or other rights to purchase Shares or other securities of the Company, or other similar corporate transaction or event affects the Shares such that an adjustment is appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall equitably adjust any or all of (i) the number and type of Shares (or other securities or property) which thereafter may be made the subject of Awards, including the aggregate and individual limits specified in Section 5(a), (ii) the number and type of Shares (or other securities, cash or property) subject to outstanding Awards, and (iii) the grant, purchase, or exercise price with respect to any Award or, if deemed appropriate, make provision for a cash payment to the holder of an outstanding Award; *provided, however*, that the number of Shares subject to any Award denominated in Shares shall always be a whole number. <Omitted>

<Omitted>

SECTION 11. GENERAL PROVISIONS APPLICABLE TO AWARDS.

(a) Awards shall be granted for no cash consideration or for such minimal cash consideration as may be required by applicable law.

<Omitted>

(e) All certificates for Shares or other securities delivered under the Plan pursuant to any Award or the exercise thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which such Shares or other

securities are then listed, and any applicable Federal, state or foreign securities laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

<Omitted>

SECTION 12. AMENDMENT AND TERMINATION.

(a) Unless otherwise expressly provided in an Award Agreement or in the Plan, the Board may amend, alter, suspend, discontinue, or terminate the Plan or any portion thereof at any time; *provided, however,* that no such amendment, alteration, suspension, discontinuation or termination shall be made without (i) stockholder approval if such approval is necessary to comply with the listing requirements of The NASDAQ Stock Market or (ii) the consent of the affected Participants, if such action would adversely affect the rights of such Participants under any outstanding Award. Notwithstanding anything to the contrary herein, the Committee may amend the Plan in such manner as may be necessary to enable the Plan to achieve its stated purposes in any jurisdiction outside the United States in a tax-efficient manner and in compliance with local rules and regulations.

<Omitted>

(c) The Committee shall be authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of changes in applicable laws, regulations or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan. <Omitted>

(d) The Committee may correct any defect, supply any omission, or reconcile any inconsistency in the Plan or any Award in the manner and to the extent it shall deem desirable to carry the Plan into effect.

SECTION 13. MISCELLANEOUS.

<Omitted>

(b) The Committee may delegate to another committee of the Board, one or more officers or managers of the Company, or a committee of such officers or managers, the authority, subject to such terms and limitations as the Committee shall determine, to grant Awards to, or to cancel, modify, waive rights with respect to, alter, discontinue, suspend or terminate Awards held by, employees who are not officers or directors of the Company for purposes of Section 16 of the Securities Exchange Act of 1934, as amended; provided, however, that any such delegation to management shall conform with the requirements of the General Corporation Law of Delaware, as in effect from time to time.

<Omitted>

(h) No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash, other securities or other property shall be paid or transferred in lieu of any fractional Shares, or whether such fractional Shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

SECTION 14. EFFECTIVE DATE OF THE PLAN.

The Plan shall be effective as of the date of its approval by the stockholders of the Company.

SECTION 15. TERM OF THE PLAN.

No Award shall be granted under the Plan after the tenth anniversary of the effective date. <Omitted
>

SECTION 16. GOVERNING LAW.

The Plan shall be construed in accordance with and governed by the laws of the State of Texas without giving effect to the principles of conflict of laws thereof.