

# XILINX INC

## **FORM 8-K** (Current report filing)

Filed 01/05/18 for the Period Ending 01/04/18

Address	2100 LOGIC DR SAN JOSE, CA, 95124
Telephone	4085597778
CIK	0000743988
Symbol	XLNX
SIC Code	3674 - Semiconductors and Related Devices
Industry	Semiconductors
Sector	Technology
Fiscal Year	04/01

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (date of earliest event reported): **January 4, 2018**

**XILINX, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other  
jurisdiction of  
incorporation)

**000-18548**  
(Commission File  
Number)

**77-0188631**  
(IRS Employer  
Identification No.)

**2100 Logic Drive, San Jose, California**  
(Address of principal executive offices)

**95124**  
(Zip Code)

Registrant's telephone number, including area code: **(408) 559-7778**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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## Section 5 – Corporate Governance and Management

### Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

#### CEO Succession

On January 4, 2018, Xilinx, Inc. (the “Company”) announced that, as of January 29, 2018, Victor Peng will be promoted from Chief Operating Officer to President and Chief Executive Officer of the Company. Moshe Gavrielov will step down from those roles and depart the Company’s board of directors at that time.

Mr. Peng has served as the Chief Operating Officer of the Company since April 2017. Mr. Peng joined the Company in April 2008 and served as Executive Vice President and General Manager of Products between July 2014 and April 2017. From May 2013 through July 2014, Mr. Peng served as Senior Vice President and General Manager of the Programmable Platforms Group. From May 2012 through April 2013, he served as Senior Vice President of the Programmable Platforms Group. From November 2008 through April 2012, he served as Senior Vice President of the Programmable Platforms Development Group. Prior to joining the Company, Mr. Peng served as Corporate Vice President, Graphics Products Group at Advanced Micro Devices (AMD), a provider of processing solutions, from November 2005 to April 2008. Prior to joining AMD, Mr. Peng served in a variety of executive engineering positions at companies in the semiconductor and processor industries.

There are no family relationships between Mr. Peng and any director, executive officer, or person nominated or chosen by the Company to become a director or executive officer. There have been no transactions nor are there any proposed transactions between the Company and Mr. Peng that would require disclosure pursuant to Item 404(a) of Regulation S-K.

As contemplated by the April 10, 2017 letter agreement entered into between Mr. Gavrielov and the Company, Mr. Gavrielov is entitled to certain benefits in connection with his separation, subject to providing consulting and transition services to the Company to assist in the orderly transition of the Company’s leadership to Mr. Peng.

The press releases issued by the Company announcing Mr. Peng’s appointment and Mr. Gavrielov’s departure are furnished herewith and attached hereto as Exhibit 99.1 and Exhibit 99.2.

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## **Employment Agreement with Victor Peng**

Effective as of January 29, 2018, the Company entered into an Employment Agreement (the “Peng Agreement”) with Mr. Peng providing for Mr. Peng’s employment with the Company as President and Chief Executive Officer. Pursuant to the terms of the Peng Agreement, Mr. Peng will receive an annual salary of \$700,000, and beginning with the Company’s fiscal year ending March 30, 2019, will be eligible for an annual target bonus of one hundred and fifty percent (150%) of his base salary based upon achievement of target performance objectives determined by the Compensation Committee. Pursuant to the Peng Agreement, Mr. Peng will receive a bonus for the fiscal year ending March 31, 2018 based on the terms applicable to him in his previous role with the Company and prorated such that the bonus for the period from January 29, 2018 until March 31, 2018 will be based on a target bonus of one hundred and fifty percent (150%) of Mr. Peng’s \$700,000 per year base salary from January 29, 2018.

Pursuant to the terms of the Peng Agreement, Mr. Peng will be granted restricted stock units pursuant to the Company’s 2007 Equity Incentive Plan having a grant value equal to \$1,000,000 (the “Initial Grant”), subject to terms and conditions more fully described in the Peng Agreement. The shares subject to the Initial Grant vest over four (4) years, with twenty-five percent (25%) of the total number of shares vesting annually on each of the first, second, third and fourth anniversary of the date of Initial Grant. Pursuant to the terms of the Peng Agreement, Mr. Peng will be granted performance-based restricted stock units in respect of fiscal year 2019 having a total grant target value at least equal to \$4,500,000 (the “2019 PRSU Grant”).

The Peng Agreement provides that if (1) the Company terminates Mr. Peng's employment at any time with Cause (as such term is defined in the Peng Agreement), (2) Mr. Peng voluntarily terminates his employment other than for Good Reason (as such term is defined in the Peng Agreement) or (3) Mr. Peng dies, Mr. Peng will be entitled to his base salary accrued through the date of termination of employment. Additionally, if then serving on the Board, Mr. Peng will be required to tender his resignation as a member of the Board if so requested.

The Peng Agreement also provides that if the Company terminates Mr. Peng's employment at any time (A) other than for Cause or (B) due to a Disability (as such term is defined in the Peng Agreement), or if Mr. Peng voluntarily terminates his employment for Good Reason, then, subject to Mr. Peng executing a release of claims in favor of the Company, Mr. Peng will be entitled to: (a) a lump sum payment equal to the sum of twelve (12) months base salary plus one year of target bonus, together with any base salary accrued through the termination date; (b) at the Company’s election, either a lump sum payment equal to the value of twelve (12) months of COBRA coverage or direct payment of premiums for health care continuation coverage under the applicable provisions of COBRA (the “COBRA Benefit”), provided that Mr. Peng elects to continue and remain eligible for these benefits under COBRA and does not become covered through another employer’s health plan during this period; (c) twenty-four (24) months accelerated vesting of the Initial Grant, the 2019 PRSU Grant and all other equity awards received from the Company prior to such termination of employment, as more fully explained in the Peng

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Agreement; and (d) a pro rata portion of his bonus for the fiscal year during which his employment was terminated, as more fully explained in the Peng Agreement. Notwithstanding the foregoing, if any such termination occurs within the period commencing 90 days before, or two years following, the consummation of a Change of Control (as such term is defined in the Peng Agreement), then Mr. Peng will be entitled to: (a) twenty-four (24) months of base salary and two (2) years of target bonus, payable in a lump sum; (b) 100% accelerated vesting of time-based equity compensation awards, including the Initial Grant and the 2019 PRSU Grant; (c) 100% vesting of the target number of any then-unearned performance-based restricted stock unit awards; (d) the COBRA Benefit and (e) a pro rata portion of his bonus for the fiscal year during which his employment was terminated. To the extent the Initial Grant or the 2019 PRSU Grant is not assumed, continued or substituted in a Change of Control, then the vesting of the Initial Grant will accelerate in full immediately prior to the Change of Control and the 2019 PRSU Grant will accelerate in full at target immediately prior to the Change of Control. Additionally, if then serving on the Board, Mr. Peng will be required to tender his resignation as a member of the Board if so requested.

The foregoing summary of the Peng Agreement does not purport to be complete and is qualified in its entirety by reference to the Peng Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference in its entirety.

### **Lorenzo A. Flores Elevated to Executive Vice President**

Effective as of February 1, 2018, Lorenzo A. Flores will be promoted from Senior Vice President and Chief Financial Officer to Executive Vice President and Chief Financial Officer. In connection with Mr. Flores's promotion, his annual base salary will be increased by \$25,000 to \$440,000, beginning February 1, 2018, and his annual target bonus percentage will be increased from 80% of annual base salary to 100% beginning on April 1, 2018, the start of the Company's fiscal year 2019.

### **Item 7.01 Regulation FD Disclosure.**

On January 4, 2018, the Company issued press releases regarding the CEO succession matters described above in Item 5.02. A copy of these press releases are attached hereto as Exhibit 99.1 and Exhibit 99.2 and incorporated herein.

The information contained in this Item 7.01, including the related information set forth in the press releases attached hereto and incorporated by reference herein, is being "furnished" and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of Section 18 of the Exchange Act. The information in this Item 7.01 shall not be incorporated by reference into any registration statement or other document pursuant to the Securities Act of 1933, as amended, or into any filing or other document pursuant to the Exchange Act, except as otherwise expressly stated in any such filing.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
10.1	Employment Agreement, dated as of January 4, 2018, by and between Xilinx, Inc. and Victor Peng
99.1	Press Release of Xilinx, Inc. dated January 4, 2018 regarding Victor Peng
99.2	Press Release of Xilinx, Inc. dated January 4, 2018 regarding Moshe Gavriellov

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## SIGNATURES

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

XILINX, INC.

Date: January 5, 2018

By: /s/ Scott Hover-Smoot

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Scott Hover-Smoot

Senior Vice President, General Counsel  
and Secretary

## EXHIBIT INDEX

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January 4, 2018

Re: Employment Agreement

Dear Victor:

This letter agreement (“*Agreement*”) will set forth the terms of your employment with Xilinx, Inc. (the “*Company*”) as its President and Chief Executive Officer, reporting to the Board of Directors of the Company (the “*Board*”), effective January 29, 2018 (the “*Employment Date*”). During your employment as President and Chief Executive Officer you will continue to serve on the Board. You will be expected to diligently perform various duties consistent with your position. You will work at our headquarters office, which is located at 2100 Logic Drive, San Jose, CA 95124.

1. Cash Compensation.

Commencing on your Employment Date, your base salary will be \$700,000.00 per year (to be paid according to the Company’s regular payroll schedule less payroll deductions and all required withholdings), subject to periodic review and adjustment by the Compensation Committee of the Board (the “*Compensation Committee*”). Beginning with the Company’s fiscal year ending March 30, 2019, and subject to your continued employment with the Company through such date (except as provided in Section 4), you will also be eligible for an annual target bonus of one hundred and fifty percent (150%) of your base salary based upon achievement of target performance objectives determined by the Compensation Committee after consultation with you, with such minimum or maximum bonus threshold in the Company’s incentive plan as may be approved by the Compensation Committee. You will receive a bonus for the Company’s fiscal year ended March 31, 2018, based on the terms applicable to you in your existing role with the Company and prorated such that the bonus for the period from your Employment Date through March 31, 2018, will be based on a target bonus of one hundred fifty (150%) percent of your \$700,000.00 per year base salary from your Employment Date, payment of which will be subject to your continued employment with the Company through such March 31, 2018 date (except as provided in Section 4), payable at the same time the Company pays annual bonuses to other executive officers for fiscal year 2018.

2. Equity Compensation.

(a) Time-Based Restricted Stock Units. Effective as of February 1, 2018, the Compensation Committee will grant to you restricted stock units having a grant value equal to \$1 million (the “*Initial Appointment Grant*”) under its 2007 Equity Incentive Plan (the “*Plan*”), with the number of restricted stock units subject to the Initial Appointment Grant determined by dividing such amount by the average closing price of the Company’s common stock during the three-month period from November 1, 2017 to February 1, 2018, and then rounded up to the closest 500 underlying restricted stock units (which is consistent with the methodology for similar grants to the Company’s executive officers). Except as otherwise provided by this Agreement, the Initial Appointment Grant will be subject to the terms and conditions of the Company’s standard form of Restricted Stock Unit Agreement. The Initial Appointment Grant shall vest over four (4) years at the rate of twenty-five percent (25%) of the total number of shares subject to the Initial Appointment Grant vesting annually on each of the first, second, third and fourth anniversaries of the date of grant, subject to your continued service with the Company on each such vesting date (except as provided in Section 4).

(b) Performance-Based Restricted Stock Units. You will receive a grant of performance-based restricted stock units in respect of fiscal year 2019 (“2019 PRSU Grant”), at such time as the Compensation Committee ordinarily approves such grants to the Company’s executive officers and having a total grant target value at least equal to \$4,500,000, with the target number of performance-based restricted stock units subject to the 2019 PRSU Grant determined by dividing such amount by the average closing price of the Company’s common stock during the three-month period from April 1, 2018 to July 1, 2018, and then rounded up to the closest 500 underlying restricted stock units (which is consistent with the methodology for similar grants to the Company’s executive officers); provided that in the event the Company experiences a Change of Control or your employment is terminated for any of the reasons described in Section 4(c) below, in either case, prior to the date the Compensation Committee makes such grants, the 2019 PRSU Grant shall be awarded to you prior to the date of such Change of Control or termination of employment, as applicable, with the three-month average closing price described above instead determined based on the three months prior to the date of such Change of Control or termination of employment, as applicable.

3. Other Employee Benefits.

You shall be entitled to participate in the Company’s medical, dental, and vision plans, as in effect from time to time, on the same basis as those benefits are generally made available to other senior executives of the Company. The Company reserves the right to change or eliminate its benefit plans at any time. The Company will also reimburse you for reasonable legal fees that you incur in connection with the negotiation and execution of this Agreement, not to exceed \$10,000.

4. Termination of Employment.

(a) Your employment with the Company is not for a guaranteed or definite period of time. Rather, the employment relationship is “at will.” This means that you may terminate your employment with the Company at any time and for any reason whatsoever simply by notifying the Company. Likewise, the Company may terminate your employment at any time and for any reason whatsoever, with or without Cause (as defined below) or advance notice.

(b) If (i) the Company terminates your employment at any time with Cause (as defined below), (ii) your employment terminates as a result of your death, or (iii) you voluntarily resign from your employment with the Company other than for Good Reason (as defined below), you will be entitled to your base salary accrued through your date of termination of employment. Additionally, if requested, you will be required to tender your resignation as a member of the Board.

(c) If (i) the Company terminates your employment at any time (A) other than for Cause (as defined below) or (B) due to a Disability, or (ii) you voluntarily terminate your employment for Good Reason (as defined below), then, subject to your execution of a release of claims in favor of the Company in the form attached hereto as Exhibit A, which release becomes effective in accordance with its terms on or before the thirtieth (30th) day following your termination of employment, then you shall be entitled to:

(w) a lump sum payment equal to the sum of twelve (12) months of your base salary plus one year of your target bonus (both at the rate in effect on your termination of employment), together with any base salary accrued through your termination date payable on the thirtieth (30th) day following such termination of employment,

(x) at the Company’s election, either a lump sum payment equal to the value of twelve (12) months of COBRA coverage payable on the thirtieth (30th) day following your termination of employment or direct payment of your premiums for health care

continuation coverage under the applicable provisions of COBRA, provided that you elect to continue and remain eligible for these benefits under COBRA, and do not become covered through another employer's health plan during this period, and provided further the election as to lump sum payment or direct payments of COBRA premiums pursuant to this subsection (x) must be made at the time of termination,

(y) twenty-four (24) months accelerated vesting of your Initial Appointment Grant and your 2019 PRSU Grant and all other equity awards (including, without limitation, stock options and restricted stock units) that you received from the Company prior to such termination of employment, provided that with respect to (i) (a) any outstanding awards of performance-based restricted stock units for which the number of earned restricted stock units has not been determined as of the date of termination, the number of performance-based restricted stock units that will become earned for purposes of vesting shall be determined based on actual performance of the applicable performance metrics, as, and at such time as, determined by the Compensation Committee, and shall be settled as soon as practicable following such determination (but no later than two and a half (2 ½) months after the fiscal year in which the termination date occurs) and (b) any earned performance-based restricted stock units that are subject to vesting on one or more anniversaries of the date of grant, solely for purposes of determining the number of earned restricted stock units that shall vest upon termination, the performance-based restricted stock units shall be treated as instead being subject to monthly vesting in equal installments from the applicable date of grant and you shall become vested in that number of earned restricted stock units that would have vested during the period commencing from the date of grant and continuing up to your termination date and during an additional twenty-four (24) month period following your termination date and (ii) any outstanding awards of restricted stock units that are not subject to performance metrics and that are subject to vesting on one or more anniversaries of the date of grant, solely for purposes of determining the number of such restricted stock units that shall vest upon termination, such restricted stock units shall be treated as instead being subject to monthly vesting in equal installments from the applicable date of grant and you shall become vested in that number of restricted stock units that would have vested during the period commencing from the date of grant and continuing up to your termination date and during an additional twenty-four (24) month period following your termination date, and

(z) a pro rata portion of your bonus for the fiscal year of such termination of employment, payable at the same time the Company pays annual bonuses to other executive officers for such fiscal year (but no later than two and a half (2 ½) months after the fiscal year in which the termination date occurs) based on (i) your termination date, (ii) the determination by the Compensation Committee whether company performance objectives have been met, and (iii) an assumption that any individual MBO has been achieved at 100%.

Notwithstanding the foregoing provisions of this Section 4(c), if termination of employment occurs within ninety (90) days prior to, or two years following, the consummation of a Change of Control (as such term is defined below), (1) the lump sum payment in (w), above, shall be increased to twenty-four (24) months of your base salary plus two years of your target bonus; (2) you shall receive 100% accelerated vesting of all of your equity awards (including, without limitation, stock options and restricted stock units), including your Initial Appointment Grant and your 2019 PRSU Grant, that are unvested and outstanding as of your termination of employment and which would otherwise become vested based solely on the passage of time and performance of services (and not in whole or in part on the future

attainment of performance targets); (3) any restricted stock unit awards held by you at the time of your termination of employment the earning or vesting of which is dependent in whole or in part on the attainment of performance targets shall become vested with respect to 100% of the target number of such restricted stock units which have not yet otherwise been earned at the time of your termination of employment; (4) for the avoidance of doubt, you will remain eligible for the lump sum payment or direct payment of continuation coverage under COBRA, in accordance with (x), above and (5) you shall be paid a pro rata portion of your bonus for the fiscal year of such termination of employment, payable at the same time the Company pays annual bonuses to other executive officers for such fiscal year (but no later than two and a half (2 ½) months after the fiscal year in which the termination date occurs) based on (i) your termination date, (ii) the determination by the Compensation Committee whether company performance objectives have been met, and (iii) an assumption that any individual MBO has been achieved at 100%. In addition, to the extent the Initial Appointment Grant or the 2019 PRSU Grant is not assumed, continued or substituted in a Change of Control (as defined below), then the vesting of the Initial Appointment Grant will accelerate in full immediately prior to the Change of Control and the 2019 PRSU Grant will accelerate in full at target immediately prior to the Change of Control. Additionally, if requested, you will be required to tender your resignation as a member of the Board.

For purposes of this Agreement, Change of Control shall mean: the occurrence of any of the following events:

(A) Any person or group as such terms are defined under Sections 13 and 14 of the Securities Exchange Act of 1934 (Exchange Act) (other than the Company, a subsidiary of the Company, or a Company employee benefit plan) is or becomes the beneficial owner (as defined in Exchange Act Rule 13d-3), directly or indirectly, of Company securities representing 50% or more of the combined voting power of the Company's then outstanding securities.

(B) The closing of: (1) the sale of all or substantially all of the assets of the Company if the holders of Company securities representing all voting power for the election of directors before the transaction hold less than a majority of the total voting power for the election of directors of all entities which acquire such assets, or (2) the merger of the Company with or into another corporation if the holders of Company securities representing all voting power for the election of directors before the transaction hold less than a majority of the total voting power for the election of directors of the surviving entity.

(C) The issuance of securities, which would give a person or group beneficial ownership of Company securities representing 50% or more of all voting power for the election of directors.

(D) A change in the Board over a period of twenty-four (24) months such that the incumbent directors as of the beginning of any such twenty-four (24) month period and nominees of the incumbent directors are no longer a majority of the total number of directors.

Notwithstanding the foregoing, and only to the extent necessary to comply with Section 409A (Section 409A) of the Internal Revenue Code of 1986, as amended (the Code), a Change of Control will have occurred only if, in addition to the requirements set above, the event constitutes a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the assets of the Company, within the meaning of guidance issued by the Secretary of the Treasury under Section 409A of the Code.

(d) Your employment will be deemed to be terminated for “*Good Reason*” if you voluntarily terminate your employment within six (6) months following the first occurrence of any of the following conditions: (i) a reduction of \$50,000 or more in your base compensation or your target bonus opportunity or guaranteed bonus; (ii) a material reduction in your authority, duties or responsibilities; (iii) your no longer being Chief Executive Officer of the Company reporting to the Board; or (iv) a relocation of the Company's headquarters outside of the San Francisco Bay Area; provided that you have given written notice to the Board of the first to occur of any of the foregoing events within ninety (90) days

following the first occurrence of such event and the Company has failed to remedy the event within thirty (30) days of such notice. Should you elect to voluntarily terminate your employment for any other reason, such termination will not constitute Good Reason and you will not be entitled to any severance or additional vesting.

(e) Your employment shall be deemed to be terminated for “*Cause*” only if you have engaged in (i) continued neglect of or willful failure in the performance of your duties, which, if curable, continues for a period of twenty (20) days following written notice by the Company; (ii) a material breach of the Company’s Proprietary Information and Inventions Agreement, (iii) a material breach of the Company’s Code of Conduct or other Company policies, which, if curable, continues for a period of twenty (20) days following written notice by the Company; (iv) fraud against or embezzlement or material misappropriation from the Company or its affiliates; (v) conviction of, or entering a plea of no contest or nolocontendere to a charge of, a crime constituting a felony; (vi) willful malfeasance or willful misconduct in connection with your duties, which, if curable, continues for a period of twenty (20) days following written notice by the Company; or (vii) any willful and wrongful act or omission which is materially injurious to the financial condition or business reputation of the Company and its subsidiaries, which, if curable, continues for a period of twenty (20) days following written notice by the Company.

(f) “Disability” means (i) you have been incapacitated by bodily injury, illness or disease so as to be prevented thereby from engaging in the performance of your duties (provided, however, that the Company acknowledges its obligations to provide reasonable accommodation to the extent required by applicable law); (ii) such total incapacity shall have continued for a period of twelve (12) consecutive months or twelve (12) non-consecutive months in any eighteen (18) month period; and (iii) such incapacity will, in the opinion of a qualified physician, be permanent and continuous during the remainder of your life.

(g) In the event that it is determined that payments pursuant to this Agreement constitute non-qualified deferred compensation subject to Section 409A, then, solely to the extent required in order to avoid taxation and/or tax penalties under Section 409A (i) no such amounts shall be paid unless and until you have experienced a separation from service within the meaning of Section 409A and (ii) if you are deemed to be a “specified employee” within the meaning of Section 409A, any such amount that would be paid to you within six (6) months following your separation of service shall be accumulated and paid to you on the first business day following such six (6) month period, provided that in the event of your death following your separation from service, but prior to the six-month anniversary of your separation from service, then any payments delayed in accordance with this Section 4(f) will be payable in a lump sum as soon as administratively practicable after the date your death and all other payments will be payable in accordance with the payment schedule applicable to each payment or benefit. Each installment of the payments and benefits provided for in this Agreement shall be treated as a separate payment for purposes of 26 C.F.R. 1.409A-2(b)(2)(i). With respect to expenses eligible for reimbursement under the terms of this Agreement: (i) the amount of such expenses eligible for reimbursement in any taxable year shall not affect the expenses eligible for reimbursement in another taxable year; (ii) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit; and (iii) any reimbursements of such expenses shall be made no later than the end of the calendar year following the calendar year in which the related expenses were incurred, except, in each case, to the extent that the right to reimbursement does not provide for a “deferral of compensation” within the meaning of Section 409A. The parties hereto intend that this Agreement comply, to the extent applicable, with the provisions of Section 409A and related regulations and Treasury pronouncements. If the parties determine in good faith that any provision provided herein would result in the imposition of an excise tax under the provisions of Section 409A, the parties hereby agree to use good faith efforts to reform any such provision to avoid imposition of any such excise tax in such manner that the parties mutually determine is appropriate to comply with Section 409A.

(h) If your severance and other benefits provided for in this Section 4 constitute “parachute payments” within the meaning of Section 280G of the Code and, but for this subsection, would be subject to the excise tax imposed by Section 4999 of the Code, then your severance and other benefits under this Section 4 will be payable, either in full or in such lesser amount as would result, after taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, in your receipt on an after-tax basis of the greatest amount of severance and other benefits. Unless the Company and you otherwise agree in writing, any determination required under this Section 4 shall be made in writing in good faith by the accounting firm serving as the Company’s independent public accountants immediately prior to the Change of Control (the “Accountants”). For purposes of making the calculations required by this Section 4, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and you shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 4. If the Accountants determine that reduction of your severance benefits is required by this Section 4 such that no portion of your severance benefits will be subject to the excise tax imposed by Section 4999 of the Code, the severance benefits shall be reduced in the following order: (i) cash severance pay that is exempt from Section 409A, (ii) any other cash severance pay, (iii) any other cash payable that is a severance benefit other than stock appreciation rights, (iv) any stock appreciation rights, (v) any restricted stock and/or restricted stock units, and (vi) stock options. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 4.

(i) No payments due you hereunder shall be subject to mitigation or offset, except as set forth herein.

5. Proprietary Information and Inventions Agreement.

As a Company employee, you will be expected to abide by the Company's Proprietary Information and Inventions Agreement attached hereto as Exhibit B and the Company rules and regulations and acknowledge in writing that you have read the Company's Code of Conduct, which will govern the terms and conditions of your employment. The Company's Code of Conduct attached here as Exhibit C, may be modified from time to time at the sole discretion of the Company.

6. Stock Ownership Requirements.

As the Chief Executive Officer of the Company, you will be expected to comply with the Company's Stock Ownership Guidelines, as may be modified from time to time. Therefore, as the Chief Executive Officer, under the Company's current Stock Ownership Guidelines you will be required to own shares of the Company's Common Stock having a value of at least \$4.5 million within the time limits and pursuant to the terms of the Company's Stock Ownership Guidelines.

7. Indemnification Agreement.

The Company has provided or will provide you with the Company's standard form of indemnification agreement for officers and directors to indemnify you against certain liabilities you may incur as an officer or director of the Company.

8. Arbitration and Fees.

We expressly agree that, to the extent permitted by law and to the extent that the enforceability of this Agreement is not thereby impaired, any and all disputes, controversies or claims regarding this Agreement shall be determined exclusively by final and binding arbitration under the rules and procedures of JAMS, San Francisco. A neutral arbitrator from JAMS shall be mutually selected by the parties. If the parties fail to reach a consensus, then JAMS will select the arbitrator. All disputes will be governed in accordance with the laws of the State of California. The Company shall pay for all arbitration expenses, including without limitation, the arbitrators fees, forum costs, and any other expenses which are unique to the arbitration proceedings ("*Arbitration Costs*"), but will not be responsible to pay your attorney fees. The parties intend this arbitration provision to be valid, enforceable, irrevocable and construed as broadly as possible.

9. Miscellaneous.

(a) You represent that upon the Employment Date your performance of your duties under this Agreement will not breach any other agreement as to which you are a party. In addition, the Company has a policy prohibiting your disclosure, to anyone within the Company, of any confidential and/or proprietary information pertaining to your former employers or any entity with whom you have a non-disclosure agreement. Accordingly, please do not use or disclose to the Company any proprietary information belonging to your former employers or any other person or company with which you have signed such an agreement.

(b) Pursuant to the Defend Trade Secrets Act (18 U.S.C. § 1833(b)), you understand that you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret of the Company or its affiliates that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to your attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. You understand that if you file a lawsuit for retaliation for reporting a suspected violation of law, you may disclose the trade secret to your attorney

and use the trade secret information in the court proceeding if you (x) file any document containing the trade secret under seal, and (y) do not disclose the trade secret, except pursuant to court order. Nothing in this Agreement, or any other agreement with or policy of the Company or its affiliates, is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section. Further, nothing in this Agreement or any other agreement that you have with the Company or its affiliates shall prohibit or restrict you from making any voluntary disclosure of information or documents concerning possible violations of law to, or seek a whistleblower award from, any governmental agency or legislative body, or any self-regulatory organization, in each case, and you may do so without notifying the Company.

(c) You acknowledge and agree that any compensation payable to you by the Company shall be subject to the terms of any compensation “clawback” or recoupment policy or provision adopted by the Company (as such policies or provisions may be amended), as well as subject to any clawback or recoupment obligations required under applicable law.

(d) Notwithstanding any other provision of this Agreement, the Company may withhold from amounts payable hereunder all federal, state, local and foreign taxes and other amounts that are required to be withheld by applicable laws or regulations, and the withholding of any amount shall be treated as payment thereof for purposes of determining whether you have been paid amounts to which you are entitled.

(e) During the term of your employment with the Company and for one year thereafter, you will not, on behalf of yourself or any third party, solicit or attempt to induce any employee of the Company to terminate his or her employment with the Company.

(f) This Agreement is binding on and may be enforced by the Company and its successors and assigns and is binding on and may be enforced by you and your heirs and legal representatives. Any successor to the Company or substantially all of its business (whether by purchase, merger, consolidation or otherwise) will in advance assume in writing and be bound by all of the Company’s obligations under the Agreement.

(g) Notices under this Agreement must be in writing and will be deemed to have been given when personally delivered or two days after mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. Mailed notices to you will be addressed to you at the home address which you have most recently communicated to the Company in writing. Notices to the Company will be addressed to its General Counsel at the Company’s corporate headquarters.

(h) This Agreement, together with your Proprietary Information and Inventions Agreement and, the Company’s Code of Conduct forms the complete and exclusive statement of the terms of your employment with the Company, and you acknowledge and agree that this Agreement shall supersede and replace the Change of Control Agreement between you and the Company, dated effective January 19, 2016, which agreement shall have no further legal force or effect following the Employment Date. The employment terms in this Agreement supersede any other agreements or promises made to you by anyone on behalf of the Company, whether oral or written. This Agreement may be amended or modified only with the written consent of the parties hereto. No oral waiver, amendment or modification will be effective under any circumstances whatsoever. This Agreement will be binding and shall inure to the benefit of the Company, its successors, and its assigns.

(i) This Agreement will be governed by the laws of the State of California without reference to conflict of laws provisions.

(j) In the event any provision of this Agreement is found to be unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to

allow enforceability of the provision as so limited, it being intended that the parties shall receive the benefit contemplated herein to the fullest extent permitted by law. If a deemed modification is not satisfactory in the judgment of such arbitrator or court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

Victor, we are very pleased to extend this Agreement to you. Please indicate your acceptance of the terms of this Agreement by signing in the place indicated below.

Sincerely,

/s/ Dennis Segers

Dennis Segers

Chairman, Xilinx, Inc. Board of Directors

Accepted and agreed

/s/ Victor Peng

Victor Peng

January 4, 2018

Exhibit A: Form of Release

Exhibit B: Proprietary Information and Inventions Agreement

Exhibit C: Code of Conduct

EXHIBIT A  
FORM OF RELEASE

Date \_\_\_\_\_

Re: Confidential Separation Agreement

Dear Victor

I am writing to confirm the terms of your separation from employment with Xilinx, Inc. (the "Company"). This letter, upon your signature, will constitute the entire and final agreement between you and the Company concerning the terms of your separation from employment and offers you the severance package that we discussed in exchange for a release of claims (the "Separation Agreement").

1. Separation Date: Your employment with the Company is being terminated effective \_\_\_\_\_ (the "Separation Date"). We will work with you to insure an orderly transition.
2. Payment of Final Wage: On your Separation Date, the Company will provide you with a final paycheck that will include all wages earned through the Separation Date, including unused accrued vacation, all subject to appropriate tax withholding. You will be reimbursed for all outstanding business expenses according to the usual Company procedures. You will be reimbursed for any amount you have contributed to your Employee Stock Purchase Plan account, if applicable. You will be provided with the payments described in this section 2 whether or not you sign this Separation Agreement.
3. Health Benefits: Your medical, dental, vision and/or Employee Assistance Program ("EAP") coverage will continue through [insert last day of separation month]. If you desire to continue medical, dental, vision and/or EAP coverage, you may elect coverage as provided under the applicable provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and the Company's group health plan subject to the requirements of COBRA. COBRA coverage is not automatic. The Company cannot make the COBRA election for you. Further information regarding COBRA coverage will be sent to you in a separate letter via US mail.
4. Stock Options; Restricted Stock Units: Vesting on all stock options and restricted stock units held by you will cease as of the Separation Date. You have thirty (30) or ninety (90) days after your Separation Date in which to exercise vested shares subject to your options, depending upon the terms under which your options were granted. Please contact the Company's Stock Administration department to determine how many vested shares subject to your options and restricted stock units you will hold as of the Separation Date and confirm the exercise period(s) for your options. It is your responsibility to determine the number of days you have after the Separation Date to exercise your outstanding stock options. If you fail to exercise within the specified time period(s), the options will expire and no longer be exercisable.
5. Severance Package: The Company agrees to provide you with the following payments and benefits ("Severance Package") to which you are not otherwise entitled, once this Separation Agreement becomes effective pursuant to section 9.2. You acknowledge and agree that this Severance Package constitutes adequate legal consideration for the promises and representations made by you in this Separation Agreement.
  - 5.1 Salary Payment: The Company agrees to provide you with a payment of \$\_\_\_\_\_ less all appropriate federal and state income and employment taxes ("Salary Payment"). This sum is equivalent

to twelve (12) months of your current salary. This Salary Payment will be mailed to you on a date no later than thirty (30) days following the Separation Date.

5.2 Continuation of Group Health Benefits: The Company agrees to pay either (a) a lump sum payment equal to the value of twelve (12) months of COBRA coverage payable on the thirtieth (30th) day following your Separation Date or (b) direct payments of the premiums required to continue your health care coverage through [insert last day of the applicable month] (“COBRA Payment”), under the applicable provisions of COBRA, provided that you elect to continue and remain eligible for these benefits under COBRA, and do not obtain health coverage through another employer during this period. You must make your COBRA election by the Separation Date for the COBRA Payment to apply. Please carefully review the COBRA information that will be sent to you.

5.3 Target Bonus Payment: The Company agrees to provide you with a payment of \$\_\_\_\_\_ less all appropriate federal and state income and employment taxes (“Target Bonus Payment”). This sum is equivalent to twelve (12) months of your current target bonus. This Target Bonus Payment will be mailed to you on a date no later than thirty (30) days following the Separation Date.

5.4 Pro-Rata Bonus. Upon a determination by the Compensation Committee that Company performance objectives have been met, the Company agrees to provide you with a payment equal to your target bonus times (a) a percentage determined by the Compensation Committee based on the level of achievement of such Company performance objectives, times (b) the quotient equal to (x) the number of days elapsed since April 1 of the current fiscal year through your Separation Date (the “Pro Rata Bonus”). For the avoidance of doubt, in determining the Pro-Rata Bonus, any individual MBO will be deemed to be 100% for you.

5.5 Acceleration Benefits. Your outstanding equity awards will immediately vest and become exercisable, and/or the right of repurchase by the Company will immediately lapse, with respect \_\_\_ unvested options and \_\_\_ unvested shares.

6. General Release: You unconditionally, irrevocably and absolutely release and discharge the Company, and any parent and subsidiary corporations, divisions and affiliated corporations, partnerships or other affiliated entities of the Company, past and present, as well as the Company’s employees, officers, directors, agents, successors and assigns (collectively, “Released Parties”), from all claims related in any way to the transactions or occurrences between them to date, to the fullest extent permitted by law, including, but not limited to, your employment with the Company, the termination of your employment, and all other losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with your employment with the Company. This release is intended to have the broadest possible application and includes, but is not limited to, any tort, contract, common law, constitutional or other statutory claims, including, but not limited to alleged violations of the California Labor Code or the federal Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964 and the California Fair Employment and Housing Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, as amended, and all claims for attorneys fees, costs and expenses. You expressly waive your right to recovery of any type, including damages or reinstatement, in any administrative or court action, whether state or federal, and whether brought by you or on your behalf, related in any way to the matters released herein. However, this general release is not intended to bar any claims that, by statute, may not be waived, such as any challenge to the validity of your release of claims under the Age Discrimination in Employment Act of 1967, as amended, as set forth in this Agreement.

7. California Civil Code Section 1542 Waiver: You expressly acknowledge and agree that all rights under Section 1542 of the California Civil Code are expressly waived. That section provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In addition, you hereby knowingly and voluntarily waive any protection that may exist under any comparable or similar statutes and principles of common law or any other state laws as it pertains to the enforcement of the releases provided in this paragraph.

8. Representation Concerning Filing of Legal Actions: You represent that, as of the date of this Separation Agreement, you have not filed any lawsuits, charges, complaints, petitions, claims or other accusatory pleadings against the Company or any of the other Released Parties in any court or with any governmental agency.

9. Older Workers Benefit Protection Act: This Separation Agreement is intended to satisfy the requirements of the Older Workers Benefit Protection Act, 29 U.S.C. sec. 626(f). You are advised, by this Separation Agreement, to consult with an attorney before executing this Separation Agreement.

9.1 Acknowledgments/Time to Consider: You acknowledge and agree that (a) you have read and understand the terms of this Separation Agreement; (b) you have been advised in writing to consult with an attorney before executing this Separation Agreement; (c) you have obtained and considered such legal counsel as you deems necessary; (d) you have been given twenty-one (21) days to consider whether or not to enter into this Separation Agreement (although you may elect not to use the full 21 day period at your option); and (e) by signing this Separation Agreement, you acknowledge that you do so freely, knowingly, and voluntarily.

9.2 Revocation/Effective Date: This Separation Agreement shall not become effective or enforceable until the eighth day after you sign this Separation Agreement. In other words, you may revoke your acceptance of this Agreement within seven (7) days after the date you sign it. Your revocation must be in writing and received by 5:00 p.m. Pacific Time on the seventh day in order to be effective. If you do not revoke acceptance within the seven (7) day period, your acceptance of this Separation Agreement shall become binding and enforceable on the eighth day ("Effective Date"). The Severance Package shall become due and payable in accordance with section 5, provided this Separation Agreement has not been revoked.

9.3 Preserved Rights of Employee: This Separation Agreement does not waive or release any rights or claims that you may have under the Age Discrimination in Employment Act that arise after the execution of this Separation Agreement. In addition, this Separation Agreement does not prohibit you from challenging the validity of this Separation Agreement's waiver and release of claims under the Age Discrimination in Employment Act of 1967, as amended. Lastly, notwithstanding anything to the contrary in this Separation Agreement, this Separation Agreement does not affect and you do not release any party for claims relating to any claim or right you have to seek indemnification with respect to any potential liability alleged against you in connection with your role as an officer or director of the Company in accordance with the Company's bylaws, applicable law, any directors and officers liability insurance policy maintained by the Company and/or any indemnification agreement between you and the Company in effect immediately prior to the date of this Separation Agreement.

10. Nondisparagement: You agree that you will not make any voluntary statements, written or oral, or cause or encourage others to make any such statements that defame, disparage or in any way criticize the personal and/or business reputations, practices or conduct of the Company or any of the other Released Parties or in any way impede or interfere with the professional relationships of the Company. The Company agrees that it will ensure that all members of the Board, and individuals holding the positions of chief financial officer, vice president of human resources, and vice-president and general counsel, in each case as of the Release Effective Date, and any individual who shall hold the position of chief executive officer after the Release Effective Date, shall not make, participate in the making of, or encourage any current or former Company employees or other persons to make any voluntary statements, written or oral, or cause or encourage others to make any statements, which disparage or defame you or your reputation or the services you have performed for the Company. Nothing in this paragraph shall prohibit either party from providing truthful testimony in response to a subpoena or other compulsory legal process.
11. Confidentiality and Return of Company Property: You understand and agree that as a condition of receiving the Severance Package in section 5, all Company property must be returned to the Company on or before the Separation Date. By signing this Separation Agreement, you represent and warrant that you will have returned to the Company on or before the Separation Date, all Company property, data and information belonging to the Company and agrees that you will not use or disclose to others any confidential or proprietary information of Company or the Released Parties. You further agree to comply with the continuing obligations regarding confidentiality set forth in the surviving provisions of the Company's Proprietary Information and Inventions Agreement. In addition, you agree to keep the terms and conditions of this Separation Agreement confidential, except that you may discuss this Separation Agreement with your immediate family and attorney or accountant, if any, as needed, but in no event should you discuss this Separation Agreement or its terms with any current or prospective employee of the Company. Nothing in this Separation Agreement or any other agreement that you have with the Company shall prohibit or restrict you from making any voluntary disclosure of information or documents concerning possible violations of law to any government agency or legislative body, or any self-regulatory organization, and you may do so without notifying the Company.
12. Non-Solicitation: You understand and agree that the Company's employees and customers and any information regarding the Company employees and/or customers are confidential and constitute trade secrets. As such, for a period of one (1) year following the Separation Date, you agree not to, directly or indirectly, separately or in association with others, interfere with, impair, disrupt or damage the Company's relationship with any of its customers or prospective customers and employees.
13. No Admissions: By entering into this Separation Agreement, the Released Parties make no admission that they have engaged, or are now engaging, in any unlawful conduct. The parties understand and acknowledge that this Separation Agreement is not an admission of liability and shall not be used or construed as such in any legal or administrative proceeding.
14. Full Defense: This Separation Agreement may be pled as a full and complete defense to, and may be used as a basis for an injunction against, any action, suit or other proceeding that may be prosecuted, instituted or attempted by you in breach hereof.
15. Severability: In the event any provision of this Separation Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted and the validity and enforceability of the remaining provisions shall not be affected thereby.

16. Applicable Law: The validity, interpretation and performance of this Separation Agreement shall be construed and interpreted according to the laws of the United States of America and the State of California.
17. Entire Agreement; Modification: This Separation Agreement, including the surviving provisions of your Proprietary Information and Inventions Agreement previously executed by you and the Company and incorporated herein by reference, is intended to be the entire agreement between the parties and supersedes and cancels any and all other and prior agreements, written or oral, between the parties regarding this subject matter. This Separation Agreement may be amended only by a written instrument executed by all parties hereto.
18. Accepting this Separation Agreement: To accept this Separation Agreement, please date and sign as indicated below by [insert date that is 21 days after Separation Date], and return it to \_\_\_\_\_ at 2100 Logic Drive, San Jose, CA 95124. If the Company does not receive an executed copy of this Separation Agreement by the close of business on [insert date that is 21 days after Separation Date], the offer of the Severance Package outlined in section 5 above shall expire.

We wish you the best in your future endeavors and thank you for your contributions to the Company.

Sincerely,

Vice President

World Wide Human Resources

AGREEMENT OF VICTOR PENG

*By signing below, I acknowledge that I have had the opportunity to review this Separation Agreement carefully, I understand each and every term contained in this Separation Agreement and I voluntarily agree to them.*

Dated: \_\_\_\_\_

By: \_\_\_\_\_

VICTOR PENG

EXHIBIT B

**PROPRIETARY INFORMATION  
AND INVENTIONS AGREEMENT**

The following confirms the agreement between me and Xilinx, Inc., a Delaware corporation (together, the “Company”) which is a material part of the consideration for my employment by the Company:

Article I. I understand that the Company possesses Proprietary Information that is important to its business and the business of its Affiliates. For purposes of this agreement “Affiliates” include any legal entity that controls or is controlled by the Company or is under common control with the Company. “Proprietary Information” is information that was developed, created, or discovered by the Company and/or its Affiliates, or which became known by, or was conveyed to the Company and/or its Affiliates, and which has commercial value in the business of the Company and its Affiliates. “Proprietary Information” includes, but is not limited to, trade secrets, copyrightable subject matter, mask works, discoveries, ideas, techniques, know-how, confidential information, inventions (whether patentable or not), and/or any other information of any type relating to designs, configurations, toolings, documentation, recorded data, schematics, source code, object code, master works, master databases, algorithms, flow charts, formulae, circuits, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, marketing, forecasts, pricing, customers, the salaries, duties, qualifications, performance levels, and terms of compensation of other employees, and/or cost or other financial data concerning any of the foregoing or the Company and its Affiliates and their operations generally. I understand that my employment creates a relationship of confidence and trust between me and the Company with respect to Proprietary Information.

Article II. I understand that the Company possesses “Company Documents” which are important to its business and the business of its Affiliates. For purposes of this Agreement, “Company Documents” are documents or other media that contain Proprietary Information or any other information concerning the business, operations or plans of the Company and/or its Affiliates, whether such documents have been prepared by me or by others. Company Documents include, but are not limited to, blueprints, drawings, photographs, charts, graphs, notebooks, customer list, computer disks, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents.

Article III. I understand that the Company has received and in the future will receive from third parties confidential or proprietary information of such third parties (“Third Party Information”) subject to a duty on the Company’s part to maintain the confidentiality of such information, and to use it only for certain limited purposes.

Article IV. In consideration of my employment by the Company and the compensation received by me from the Company from time to time, I hereby agree as follows:

Section 4.01 All Proprietary Information and all patents, copyrights and other rights in connection therewith shall be the sole property of the Company. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information. At all times both during my employment by the Company and after termination of such employment, I will keep in confidence and trust and will not use, disclose, lecture upon, or publish any Proprietary Information or anything relating to it without the prior written consent of an officer of the Company, except as may be necessary in the ordinary course of performing my duties to the Company. At all times both during my employment by the Company and after termination of such employment, I will keep in confidence and trust and will not use or disclose any Third Party Information, except as may be necessary in the ordinary course of performing my duties to

the Company, unless expressly authorized by an officer of the Company in writing. Nothing contained herein will prohibit an employee from disclosing to anyone the amount of his other wages. Notwithstanding the foregoing, I shall not be held criminally or civilly liable under any Federal or State law for the disclosure of Proprietary Information that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Section 4.02 All Company Documents shall be the sole property of the Company. I agree that during my employment by the Company, I will not remove any Company Documents from the business premises of the Company or deliver any Company Documents to any person or entity outside the Company, except as I am required to do in connection with performing the duties of my employment. I further agree that, immediately upon the termination of my employment by me or by the Company for any reason, or during my employment if so requested by the Company, I will return all Company Documents, apparatus, equipment and other physical property, or any reproduction of such property regardless in the form so made, excepting only (i) my personal copies of records relating to my compensation; (ii) my personal copies of any materials previously distributed generally to stockholders of the Company; and (iii) my copy of this Agreement. I further agree that in the event of my termination for any reason, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit A and/or any other termination statement reasonably required by the Company.

Section 4.03 I will promptly disclose in writing to my immediate supervisor, with a copy to the Director of Intellectual Property for Xilinx, Inc., or to any persons designated by the Company, all "Inventions", which includes all improvements, inventions, works of authorship, mask works, computer programs, formulae, ideas, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or developed by me, either alone or jointly with others, during the term of my employment. I will also disclose to my immediate supervisor and the Legal Department of Xilinx, Inc. all things that would be Inventions if made during the term of my employment, conceived, reduced to practice, or developed by me within six (6) months of the termination of my employment with the Company. Such disclosures shall be received by the Company in confidence and do not extend the assignment made in Section 4 below. I will not disclose Inventions to any person outside the Company or its Affiliates unless I am permitted or authorized to do so by the Legal Department.

Section 4.04 I agree that all Inventions which I make, conceive, reduce to practice or develop (in whole or in part, either alone or jointly with others) during my employment shall be the sole and exclusive property of the Company to the maximum extent permitted by Section 2870 of the California Labor Code, a copy of which is attached as Exhibit B, and I hereby assign such Inventions and all rights therein to the Company. No assignment in this Agreement shall extend to inventions, the assignment of which is prohibited by Labor Code section 2870. The Company shall be the sole owner of all patents, copyrights and other intellectual property or other rights in connection therewith. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101).

Section 4.05 I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's expense (excluding payment for time spent reviewing documents or assisting the Company), in obtaining, maintaining, defending and enforcing patents, copyrights or other rights on such Inventions and improvements in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal

proceedings. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and in my behalf and instead of me, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by me. I hereby waive, quitclaim and assign to the Company in perpetuity any and all moral rights, rights of attribution or other claims, of any nature whatsoever, which I now or may hereafter have for infringement of any rights assigned hereunder to the Company.

Section 4.06 I have attached hereto as Exhibit C a complete list of all Inventions relevant to the subject matter of my employment with the Company that were conceived, reduced to practice, created, derived, developed or made by me prior to my employment with the Company to which I claim ownership and that I desire to remove from the operation of this Agreement (“Prior Inventions”), and I acknowledge and agree that such list is complete. If no such lists attached to this Agreement, I represent that I have no Prior Inventions at the time of signing this Agreement. If disclosure of any Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in Exhibit C, but am to inform the Company that all such Prior Inventions have not been listed for that reason. I hereby grant to the Company and its Affiliates a royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit all patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Prior Inventions that I incorporate, or permit to be incorporated, in any Inventions that I, solely or jointly with others, create, derive, conceive, develop, make or reduce to practice within the scope of my employment with the Company (the “Company Inventions”). Notwithstanding the foregoing, I will not incorporate, or permit to be incorporated, any Prior Inventions in any Company Inventions without Company’s prior written consent.

Section 4.07 During the term of my employment and for one (1) year thereafter, I will not encourage or solicit any employee of the Company to leave the Company for any reason. However, this obligation shall not affect any responsibility I may have as an employee of the Company with respect to the bona fide hiring and firing of Company personnel. **In addition, I agree that I will not use Proprietary Information to disrupt, undermine or impair the Company’s relationships with any of its customers, prospective customers or suppliers.**

Section 4.08 I agree that during my employment with the Company I will not engage in any employment, business, or activity that is in any way competitive with the business or proposed business of the Company and I will not assist any other person or organization in competing with the Company or in preparing to engage in competition with the business or proposed business of the Company. The provisions of this Section shall apply both during normal working hours and at all other times including, but not limited to, nights, weekends and vacation time, while I am employed by the Company.

Section 4.09 I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith or in conflict with my employment with the Company.

Section 4.10 In compliance with the United States Department of Commerce Export Administration Regulations (the “Regulations”), I agree that I will not knowingly export/re-export the technology for the design, development or production of Xilinx’ integrated circuits, or export/re-export the direct product of this technology directly or indirectly to any denied party, restricted or embargoed country identified in the US regulations.

Further, in compliance with U.S. laws/regulations (EAR 740.6), I agree that without a Bureau of Industry and Security (BIS) license or License Exception, I will not:

- (a) Reexport or release the technology to a national of a country in Country Groups D:1 or E:2; or
- (b) Export to Country Groups D:1 or E:2 the direct product of the technology, if such foreign produced direct product is subject to national security controls as identified on the CCL (See General Prohibition Three, §736.2(b)(3) of the EAR); or
- (c) If the direct product of the technology is a complete plant or any major component of a plant, export to Country Groups D:1 or E:2 the direct product of the plant or major component thereof, if such foreign produced direct product is subject to national security controls as identified on the CCL or is subject to State Department controls under the U.S. Munitions List (22 CFR part 121).

A current listing of the above mentioned country groups can be found at: <http://www.access.gpo.gov/bis/ear/pdf/740spir.pdf>

Article V. I agree that I have the right to resign and the Company has the right to terminate my employment at any time, for any reason, with or without cause. This is the full and complete agreement between myself and the Company on this term.

Article VI. I agree that this Agreement does not purport to set forth all of the terms and conditions of my employment, and that as an employee of the Company I have obligations to the Company which are not set forth in this Agreement.

Article VII. I agree that my obligations under paragraphs D(1) through D(5) and paragraph D(7) of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that the Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine.

Article VIII. Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond, without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

Article IX. As used in this Agreement, my employment includes any time during which I may be retained by the Company as a consultant, agent, representative or independent contractor.

Article X. This Agreement shall be effective as of the first day of my employment and shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company, its subsidiaries, successors and assigns.

Article XI. This Agreement can only be modified by a subsequent written agreement executed by an officer of the Company.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I HAVE COMPLETELY FILLED OUT EXHIBIT C TO THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Print Name of Employee

EXHIBIT A

XILINX

TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return to Xilinx \_\_\_\_\_ (the "Company"), any documents, apparatus, equipment and other physical property, or any reproduction of such property, belonging to Xilinx \_\_\_\_\_ or any Affiliates, as such term is defined by the Proprietary Information and Inventions Agreement.

I further certify that I have complied with all the terms of the Company's Proprietary Information and Inventions Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein) conceived or made by me (solely or jointly with others) covered by that Agreement.

I further agree that, in compliance with the Proprietary Information and Inventions Agreement, I will preserve as confidential all trade secrets, confidential knowledge, proprietary material relating to products, processes, know how, designs, formula, developmental or experimental work, compute programs, data bases, other original works of authorship, customer lists, business plans, financial data and other Proprietary Information, as the term is defined in the Proprietary Information and Inventions Agreement.

Date: \_\_\_\_\_

\_\_\_\_\_  
[Employee's Signature]

\_\_\_\_\_  
[Type/Print Employee's Name]

EXHIBIT B

SECTION 2870 OF THE CALIFORNIA LABOR CODE

**2870.** (a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

EXHIBIT C

PRIOR INVENTIONS

1. Check one of the following:

NO PRIOR INVENTIONS EXIST.

OR

YES, PRIOR INVENTIONS EXIST AS DESCRIBED IN THE ADDITIONAL SHEETS ATTACHED (include basic description of each Prior Innovation):

2. I propose to bring to my employment the following materials and documents of a former employer:

No materials or documents

See below:

Date: \_\_\_\_\_  
162.250.170.58

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Print Name of Employee

## EXHIBIT C

### Code of Conduct

#### TOPICS

1. Global Policy Statement
2. Implementation and Enforcement
3. Relations with Competitors and Other Third Parties
4. Intellectual Property and Confidential Information
5. Insider Trading and Securities Compliance
6. Financial Disclosure and Reporting
7. Human Resources
8. Environmental, Health and Safety
9. Conflicts of Interest
10. International Trade
11. Government Relations
12. Contractors, Consultants and Temporary Workers
13. Conclusion

#### 1. GLOBAL POLICY STATEMENT

Xilinx, Inc. and its worldwide subsidiaries (the “Company”) want to ensure a culture of compliance at the Company and in the way the Company conducts business around the world. This culture begins with the eight Corporate Values (Customer Focus, Respect, Excellence, Accountability, Teamwork, Integrity, Very Open Communications and Enjoying Our Work).

The Company has also adopted this global Code of Conduct which addresses Company policies in many areas that are critical to compliance. These policies are not intended to substitute for those Values, but will serve as guidelines in helping you to conduct the Company’s business in accordance with our Values. Compliance requires meeting the spirit, as well as the literal meaning, of the law, the policies and the Values. It is expected that you will use common sense, good judgment, high ethical standards and integrity in all your business dealings.

If you encounter a situation you are not able to resolve by reference to these policies, ask for help. Consult your manager. If necessary, consult with your manager’s manager or your Vice President. If that does not resolve the issue, call the Legal Department, the Human Resources Department, or the CEO.

Violations of the law or the Company’s policies will subject employees to disciplinary action, up to and including termination of employment. In addition, individuals involved may subject themselves and the Company to severe penalties including fines and possible imprisonment. Compliance with the law and

high ethical standards in the conduct of Company business is a top priority for the CEO, the CFO, our directors, and our employees worldwide.

## 2. IMPLEMENTATION AND ENFORCEMENT

The General Counsel of the Company has been appointed as Chief Compliance Officer of the Company, responsible for overseeing compliance with, and enforcement of, all Company policies.

Employees and directors are expected to be familiar with these policies as they apply to their respective duties. They should consult with their managers if they need assistance in understanding or interpreting these policies. Each employee is required to follow these policies and to comply with their terms. A refusal by any employee to agree to be bound by these policies shall be grounds for discipline up to and including dismissal.

Managers are expected to ensure that adequate information and training regarding these policies is provided to employees under their supervision.

Any employee who, in good faith, has reason to believe a Company operation or activity is in violation of the law or of these policies must call the matter to the attention of their supervisor. If you have reason to believe that it would be inappropriate to report the operation or activity to your supervisor, you should report it to another member of the management chain, to the Legal Department, to your Human Resources Representative or use the on-line reporting tool at [www.mySafeWorkplace.com](http://www.mySafeWorkplace.com). All reports will be reviewed and investigated as necessary under the circumstances. The reporting employee should provide sufficient information to enable a complete investigation to be undertaken.

Any employee who makes an allegation in good faith concerning a violation of these policies or the law will be protected against retaliation.

## 3. RELATIONS WITH COMPETITORS AND OTHER THIRD PARTIES

The Company's policy is to comply fully with competition and antitrust laws throughout the world. These laws generally prohibit companies from using illegal means to maintain, obtain or attempt to obtain a monopoly in a market. They also prohibit companies from engaging in unfair trade practices. "*Unfair trade practices*" include fixing prices, dividing markets, agreeing not to compete with competitors, or agreeing to boycott certain customers. Due to the seriousness of these types of violations, the general rule in all contacts with competitors is to avoid discussing such matters as prices, bids, terms and conditions offered to customers, costs, inventory levels, product plans, market studies and production plans. It is advised that you consult with the Legal Department before attending a meeting with a party who may be viewed as a competitor.

Keep in mind that in light of the two-tiered selling model the Company uses, a distributor may also be viewed as a competitor under certain conditions.

## 4. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

The Company strongly supports and relies upon intellectual property protections, including patents, trademarks, copyrights and trade secrets. As a condition of employment, employees must execute a Proprietary Rights and Inventions Agreement under which the employee acknowledges that inventions made as a Company employee belong to the Company. Confidential information of the Company, in any form or media, may not be disclosed or used outside the Company without the prior written consent and approval of the Company. Employees may also obtain access to confidential information owned by third parties, either through licenses or by other agreements. All employees are expected to observe and protect the valid intellectual property of the Company and of third parties.

## 5. INSIDER TRADING AND SECURITIES COMPLIANCE

Securities laws prohibit anyone who is in possession of material, non-public information (“Inside Information”) about a company from purchasing or selling stock of that company, or communicating the information to others. Information is considered “*material*” if a reasonable investor would consider it to be important in making a decision to buy or sell that stock. Some examples include financial results and projections, new products, acquisitions, major new contracts or alliances prior to the time that they are publicly announced. Employees who become aware of such Inside Information about the Company must refrain from trading in the shares of the announced. Similarly, employees who through the course of their job obtain Inside Information regarding a customer or vendor should refrain from trading the customer s or vendor s stock until the Inside Information is publicly announced.

Employees must also refrain from disclosing that information to persons who do not have a Company need to know, whether they are inside the Company or outside, such as spouses, relatives or friends.

## 6. FINANCIAL DISCLOSURE AND REPORTING

The Company makes regular formal disclosures of its financial performance and results of operations to the investment community. We also regularly issue press releases to inform customers, investors and the press about our product developments, relationships, and other events of note. Other than those public statements, which go through official Company channels, employees are prohibited from communicating outside the Company about the Company’s business, financial performance or future prospects. Such communications include questions from securities analysts, reporters or other news media, but also include seemingly innocent discussions with family, friends, neighbors or acquaintances.

The Company is required to maintain a variety of records for purposes of reporting to federal agencies. The Company requires all employees to maintain full compliance with applicable laws and regulations requiring that its books of account and records be accurately maintained. Specifics of these requirements are available from the appropriate functional groups-Human Resources, Tax, Finance and Legal.

## 7. HUMAN RESOURCES

Xilinx is committed to providing a work environment that is free from unlawful harassment and discrimination, and respects the dignity of its employees. The Company has numerous policies covering various aspects of its relationship with its employees, as well as employees relationships with each other.

## 8. ENVIRONMENTAL, HEALTH AND SAFETY

The Company is committed to protecting the health and safety of our employees, as well as the environment in general. The Company expects employees to obey all laws and regulations designed to protect the environment, and the health and safety of our employees, and to obtain and fully observe all permits necessary to do business.

At the very least, all employees should be familiar with and comply with safety regulations applicable to their work areas. The Company will make, to the extent possible, reasonable accommodations for the known physical or mental limitations of our employees. Employees who require an accommodation should contact their manager or the Human Resources department and specify what accommodation is needed to perform the job. The Company will determine if the requested accommodation is feasible and appropriate, or may suggest an alternative that meets the employee s needs.

## 9. CONFLICTS OF INTEREST

Each employee is expected to avoid any activity, investment or association that interferes with the independent exercise of his or her judgment in the Company’s best interests ("Conflicts of Interest").

Conflicts of Interest can arise in many situations. They occur most often in cases where the employee or the employee's family obtains some personal benefit at the expense of the Company's best interests.

No employee, or any member of employee's immediate family, shall accept money, gifts of other than nominal value, unusual entertainment, loans, or any other preferential treatment from any customer or supplier of the Company. No employee shall give money, gifts of other than nominal value, or unusual entertainment to any customer or supplier of the Company, or any employee or family members thereof, where any obligation might be incurred or implied, or where the intent or effect is to prejudice the recipient in favor of the Company. No such persons shall solicit or accept kickbacks, whether in the form of money, goods, services or otherwise, as a means of influencing or rewarding any decision or action taken by a foreign or domestic vendor, customer, business partner, government employee or other person whose position may affect the Company's business.

Employees may not: (1) act on behalf of, or own a substantial interest in, any company or firm that does business, or competes, with the Company; (2) conduct business on behalf of the Company with any company or firm in which the employee or a family member has a substantial interest or affiliation. Exceptions require advance written approval from the Legal Department.

Employees should not create the appearance that they are personally benefiting in any outside endeavor as a result of their employment by the Company, or that the Company is benefiting by reason of their outside interests. Any employee who is not sure whether a proposed action would present a conflict of interest or appear unethical should consult with his or her department head, division manager or the Legal Department.

No employee shall use Company property, services, equipment or business for personal gain or benefit. Limited personal use is permitted under the Use of Company Computer, Network and Phones Policy, provided that such use does not interfere with the employee's job performance or violate any laws or Company policy.

#### 10. INTERNATIONAL TRADE

The Company must comply with a variety of laws around the world regarding export of products and technology. In some cases, the law prohibits the disclosure of key technical data to non-U.S. citizens, whether the disclosure occurs within the U.S. or elsewhere, and whether or not the disclosure is in writing. Where product or technology is exported, it is essential that appropriate export licenses be obtained before the product or technology is shipped or transmitted to non-US citizens. Employing a non-U.S. citizen may also create a deemed export situation for which a license is required. For further information on this topic, please consult the Global Trade Compliance website on the Company's Intranet.

Payments or gifts to non-U.S. government officials are prohibited by law and by Company policy. The Foreign Corrupt Practices Act precludes payments to non-U.S. government officials for the purpose of obtaining or retaining business or an unfair advantage, even if the payment is customary in that country. This law applies anywhere in the world to U.S. citizens, nationals, residents, businesses or employees of U.S. businesses. Because Xilinx, Inc. is a U.S. company, this law applies to it and all of its subsidiaries. Any questions on this policy should be directed to the Legal Department.

#### 11. GOVERNMENT RELATIONS

The Company is prohibited by law from making any contributions or expenditures in connection with any U.S. national election. This includes virtually any activity that furnishes something of value to an election campaign for a federal office. Use of the Company's name in supporting any political position or ballot measure, or in seeking the assistance of any elected representative, requires the specific approval of

the President of the Company. Political contributions or expenditures are not to be made out of Company funds in any foreign country, even if permitted by local law, without the consent of the Company's President.

U.S. law also prohibits giving, offering, or promising anything of value to any public official in the U.S. or any foreign country to influence any official act, or to cause an official to commit or omit any act in violation of his or her lawful duty.

## 12. CONTRACTORS, CONSULTANTS AND TEMPORARY WORKERS

Contractors, consultants or temporary workers who are acting on the Company's behalf, or on Company property, are expected to follow the law, Company policies and honor Company Values. Violations will subject the person or firm to sanctions up to and including loss of the contract, contracting or consulting agreement, or discharge from temporary assignment.

## 13. CONCLUSION

This Code of Conduct is not intended to cover every possible situation in which you may find yourself. It is meant to give you the boundaries within which the Company expects you to conduct yourself while representing Xilinx. You may find yourself in a situation where there is no clear guidance given by this Code of Conduct. If that occurs, return to the foundations stated earlier: common sense, good judgment, high ethical standards and refer to the Company's Values. In addition, there are many resources upon which you may rely: your management chain, Human Resources, Legal or other Xilinx departments, and the CEO. Together we can continue to make Xilinx a company that sets a standard for managing high-tech companies.



## XILINX APPOINTS VICTOR PENG AS PRESIDENT AND CHIEF EXECUTIVE OFFICER

### Xilinx Board of Directors Completes Nine Month Succession Plan

**SAN JOSE, Calif., Jan. 4, 2018-- Xilinx, Inc. (NASDAQ: XLNX)** today announced that its board of directors has appointed Victor Peng as president and chief executive officer, effective January 29, 2018. Peng will become the fourth CEO in Xilinx's history and takes the helm of the global market leader of programmable semiconductor products at a time of increasing momentum and opportunity.

"Victor is unique in his ability to translate vision and strategy into world-class execution and has an incredible ability to inspire and lead transformation. He has been the architect of Xilinx's innovations for the past decade and will move the company forward with the speed required to capitalize on the opportunities in front of us," said Dennis Segers, chairman of the board of Xilinx. "Victor is a proven leader with exceptional business acumen and a deep, unwavering dedication to customers. The BOD is thrilled to appoint Victor CEO as the company enters its next chapter of expanded innovation and growth."

"I'm honored to have been chosen to lead Xilinx at such a dynamic time in our industry," said Peng. "The world of technology is changing rapidly, and I plan to architect Xilinx to take advantage of where I see the greatest opportunities for transformational growth. Xilinx is in a rare position of strength and is poised to capitalize on the next shift in computing. By focusing on delivering unique value to new areas as well as our traditional markets, I plan to accelerate the company's growth and create the next wave of shareholder value."

Since joining the company in 2008, Peng has spearheaded industry-leading strategy and technical shifts across the company's portfolio of products and services, resulting in three consecutive generations of core product leadership and significant technology breakthroughs in integration and programming. Most recently, he served as Chief Operating Officer and was appointed as a member of the board of directors in October 2017.

Before joining Xilinx, Peng served as corporate vice president of the graphics products group (GPG) silicon engineering at AMD, where he also served as a key leader in AMD's central silicon engineering team supporting graphics, console game products, CPU chipset and consumer business units. Peng earned a bachelor's in electrical engineering from Rensselaer Polytechnic Institute, and a master's in electrical engineering from Cornell University.

Peng, 57, succeeds Moshe Gavrielov, 63, who will step down as CEO and from the board of directors on January 28, as part of a previously announced CEO succession plan.

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## ABOUT XILINX

Xilinx is a leading provider of All Programmable semiconductor products, including FPGAs, SoCs, MPSoCs, RFSocCs, and 3D ICs. Xilinx uniquely enables applications that are both software-defined and hardware optimized – powering industry advancements in Cloud Computing, 5G Wireless, Embedded Vision, and Industrial IoT. For more information, visit [www.xilinx.com](http://www.xilinx.com).

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This release contains forward-looking statements and projections. Forward-looking statements and projections can often be identified by the use of forward-looking words such as "expect," "believe," "may," "will," "could," "anticipate," "estimate," "continue," "plan," "intend," "project" or other similar expressions. Statements that refer to or are based on projections, uncertain events or assumptions also identify forward-looking statements. Such forward looking statements include, but are not limited to, statements regarding the company's growth and performance. Undue reliance should not be placed on such forward-looking statements and

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projections, which speak only as of the date they are made. The company undertakes no obligation to update such forward-looking statements. Actual events and results may differ materially from those in the forward-looking statements and are subject to risks and uncertainties, including the risk factors listed in the company's most recent Forms 10-Q and 10-K filed with the U.S. Securities and Exchange Commission.



## XILINX CEO MOSHE GAVRIELOV ANNOUNCES RETIREMENT

**SAN JOSE, Calif., Jan. 4, 2018-- Xilinx, Inc. (NASDAQ: XLNX)** the global market leader of All Programmable semiconductor products, today announced that chief executive officer and president Moshe Gavriellov has informed the company's board of directors that he is retiring from the company and the board, effective January 28, 2018. Gavriellov's decision to step down from his operational role will bring to a close a remarkable career of 40 years in semiconductor and software related companies. The board has elected Victor Peng, the company's COO to succeed him as CEO.

"It has been a great privilege to have had the opportunity to lead Xilinx over the past ten years," said Gavriellov. "Xilinx invented the world's most successful programmable logic category in 1985 and has maintained its leadership ever since. Over the past years, Xilinx has expanded its market share, achieving an unprecedented position of strength, opportunity, and momentum because of the incredible caliber of our people. Our company culture is imbued with outstanding operational execution while delivering unique technological innovation. These attributes are coupled with a unique commitment to enable significant differentiation to thousands of customers across a diverse set of end markets. I am delighted to have the opportunity to hand over the reins at Xilinx to my long-time colleague, Victor Peng. I am confident in the future success of Xilinx as he embodies all the qualities of a great leader: integrity, intelligence, and enthusiasm."

### ABOUT XILINX

Xilinx is a leading provider of All Programmable semiconductor products, including FPGAs, SoCs, MPSoCs, RFSocCs, and 3D ICs. Xilinx uniquely enables applications that are both software-defined and hardware optimized – powering industry advancements in Cloud Computing, 5G Wireless, Embedded Vision, and Industrial IoT. For more information, visit [www.xilinx.com](http://www.xilinx.com).

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