Table of Contents

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended April 1, 2022

Or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

(Commission File Number) 001-39317

ON SEMICONDUCTOR CORPORATION

(Exact name of registrant as specified in its charter)

Delaware	**36-3840979**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

5005 E. McDowell Road
Phoenix, AZ 85008
(602) 244-6600

(Address, zip code and telephone number, including area code, of principal executive offices)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01 per share	ON	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes x No o

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes x No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company” and “emerging growth company” in Rule 12b-2 of the Exchange Act

Large Accelerated Filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		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. o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No x

The number of shares outstanding of the issuer's class of common stock as of the close of business on April 27, 2022:

Title of Each Class	Number of Shares
Common Stock, par value $0.01 per share	434,505,663

ON SEMICONDUCTOR CORPORATION FORM 10-Q

TABLE OF CONTENTS

(See the glossary of selected terms immediately following this table of contents for definitions of certain abbreviated terms)

ON SEMICONDUCTOR CORPORATION
FORM 10-Q
GLOSSARY OF SELECTED ABBREVIATED TERMS*

Abbreviated Term	Defined Term
0% Notes	0% Convertible Senior Notes due 2027
1.00% Notes	1.00% Convertible Senior Notes due 2020
1.625% Notes	1.625% Convertible Senior Notes due 2023
3.875% Notes	3.875% Senior Notes due 2028
ADAS	Advanced driver-assistance systems
AEC	Automotive Electronics Council
Amended Credit Agreement	Credit Agreement, dated as of April 15, 2016, as subsequently amended, by and among the Company, as borrower, the several lenders party thereto, Deutsche Bank AG, New York Branch, as administrative agent and collateral agent, and certain other parties, providing for the Revolving Credit Facility and the Term Loan “B” Facility
Amended and Restated SIP	ON Semiconductor Corporation Amended and Restated Stock Incentive Plan, as amended
ASU	Accounting Standards Update
Commission or SEC	Securities and Exchange Commission
ESPP	ON Semiconductor Corporation 2000 Employee Stock Purchase Plan, as amended
Exchange Act	Securities Exchange Act of 1934, as amended
FASB	Financial Accounting Standards Board
GTAT	GT Advanced Technologies Inc.
IP	Intellectual property
IRS	United States Internal Revenue Service
OEM	Original Equipment Manufacturer
Revolving Credit Facility	A $1.97 billion revolving credit facility created pursuant to the Amended Credit Agreement
ROU	Right-of-use
RSU	Restricted stock unit
Securities Act	Securities Act of 1933, as amended
Term Loan "B" Facility	A $2.4 billion term loan "B" facility created pursuant to the Amended Credit Agreement

* Terms used, but not defined, within the body of the Form 10-Q are defined in this Glossary.

PART I: FINANCIAL INFORMATION

Item 1. Financial Statements (unaudited)

ON SEMICONDUCTOR CORPORATION
CONSOLIDATED BALANCE SHEETS
(in millions, except share and per share data)
(unaudited)

	April 1, 2022	December 31, 2021
Assets		
Cash and cash equivalents	$ 1,645.1	$ 1,352.6
Receivables, net	910.7	809.4
Inventories	1,496.0	1,379.5
Other current assets	315.6	240.1
Total current assets	4,367.4	3,781.6
Property, plant and equipment, net	2,559.4	2,524.3
Goodwill	1,936.7	1,937.5
Intangible assets, net	474.5	495.7
Deferred tax assets	349.3	366.3
Other assets	525.1	520.6
Total assets	$ 10,212.4	$ 9,626.0
Liabilities, Non-Controlling Interest and Stockholders' Equity		
Accounts payable	$ 725.3	$ 635.1
Accrued expenses and other current liabilities	670.4	747.6
Current portion of long-term debt	170.4	160.7
Total current liabilities	1,566.1	1,543.4
Long-term debt	3,035.4	2,913.9
Deferred tax liabilities	40.9	43.2
Other long-term liabilities	552.0	521.1
Total liabilities	5,194.4	5,021.6
Commitments and contingencies (Note 10)		
ON Semiconductor Corporation stockholders' equity:		
Common stock ($0.01 par value, 1,250,000,000 shares authorized, 606,021,655 and 603,044,079 issued, 434,494,753 and 432,472,818 outstanding, respectively)	6.1	6.0
Additional paid-in capital	4,533.3	4,633.3
Accumulated other comprehensive loss	(26.4)	(40.6)
Accumulated earnings	2,992.4	2,435.1
Less: Treasury stock, at cost: 171,526,902 and 170,571,261 shares, respectively	(2,507.2)	(2,448.4)
Total ON Semiconductor Corporation stockholders' equity	4,998.2	4,585.4
Non-controlling interest	19.8	19.0
Total stockholders' equity	5,018.0	4,604.4
Total liabilities and stockholders' equity	$ 10,212.4	$ 9,626.0

See accompanying notes to consolidated financial statements

Table of Contents

ON SEMICONDUCTOR CORPORATION
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME
(in millions, except per share data)
(unaudited)

	Quarters Ended	
	April 1, 2022	April 2, 2021
Revenue	$ 1,945.0	$ 1,481.7
Cost of revenue (exclusive of amortization shown below)	983.7	960.5
Gross profit	961.3	521.2
Operating expenses:		
Research and development	156.8	173.6
Selling and marketing	71.1	78.9
General and administrative	77.9	72.4
Amortization of acquisition-related intangible assets	21.3	25.0
Restructuring, asset impairments and other charges, net	(13.0)	42.5
Intangible asset impairment	—	2.9
Total operating expenses	314.1	395.3
Operating income	647.2	125.9
Other income (expense), net:		
Interest expense	(21.6)	(33.4)
Interest income	0.4	0.4
Other income (expense)	2.1	4.5
Other income (expense), net	(19.1)	(28.5)
Income before income taxes	628.1	97.4
Income tax provision	(97.1)	(7.1)
Net income	531.0	90.3
Less: Net income attributable to non-controlling interest	(0.8)	(0.4)
Net income attributable to ON Semiconductor Corporation	$ 530.2	$ 89.9
Net income for diluted earnings per share of common stock (Note 8)	530.7	89.9
Net income per share of common stock:		
Basic	$ 1.22	$ 0.22
Diluted	$ 1.18	$ 0.20
Weighted-average shares of common stock outstanding:		
Basic	433.3	413.4
Diluted	448.9	445.4
Comprehensive income, net of tax:		
Net income	$ 531.0	$ 90.3
Foreign currency translation adjustments	(2.4)	(2.3)
Effects of cash flow hedges and other adjustments	16.6	4.0
Other comprehensive income, net of tax	14.2	1.7
Comprehensive income	545.2	92.0
Comprehensive income attributable to non-controlling interest	(0.8)	(0.4)
Comprehensive income attributable to ON Semiconductor Corporation	$ 544.4	$ 91.6

See accompanying notes to consolidated financial statements

ON SEMICONDUCTOR CORPORATION
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(in millions, except share data)
(unaudited)

	Common Stock					Treasury Stock			
	Number of shares	At Par Value	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Accumulated Earnings	Number of shares	At Cost	Non-Controlling Interest	Total Equity
Balance at December 31, 2021	603,044,079	$ 6.0	$ 4,633.3	$ (40.6)	$ 2,435.1	(170,571,261)	$ (2,448.4)	$ 19.0	$ 4,604.4
Impact of the adoption of ASU 2020-06	—	—	(129.1)	—	27.1	—	—	—	(102.0)
Shares issued pursuant to the ESPP	126,388	—	6.7	—	—	—	—	—	6.7
RSUs and stock grant awards issued	2,851,188	0.1	(0.1)	—	—	—	—	—	—
Payment of tax withholding for RSUs	—	—	—	—	—	(955,641)	(58.8)	—	(58.8)
Share-based compensation	—	—	22.5	—	—	—	—	—	22.5
Comprehensive income	—	—	—	14.2	530.2	—	—	0.8	545.2
Balance at April 1, 2022	606,021,655	$ 6.1	$ 4,533.3	$ (26.4)	$ 2,992.4	(171,526,902)	$ (2,507.2)	$ 19.8	$ 5,018.0
Balance at December 31, 2020	570,766,439	$ 5.7	$ 4,133.1	$ (57.6)	$ 1,425.5	(158,923,810)	$ (1,968.2)	$ 19.6	$ 3,558.1
Shares issued pursuant to the ESPP	204,415	—	5.7	—	—	—	—	—	5.7
RSUs and stock grant awards issued	2,269,328	—	—	—	—	—	—	—	—
Shares issued upon exercise of warrants for 1.00% Notes	6,313,262	0.1	(0.1)	—	—	—	—	—	—
Payment of tax withholding for RSUs	—	—	—	—	—	(733,223)	(28.5)	—	(28.5)
Share-based compensation	—	—	22.3	—	—	—	—	—	22.3
Comprehensive income	—	—	—	1.7	89.9	—	—	0.4	92.0
Balance at April 2, 2021	579,553,444	$ 5.8	$ 4,161.0	$ (55.9)	$ 1,515.4	(159,657,033)	$ (1,996.7)	$ 20.0	$ 3,649.6

See accompanying notes to consolidated financial statements

ON SEMICONDUCTOR CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)
(unaudited)

	Quarters Ended	
	April 1, 2022	April 2, 2021
Cash flows from operating activities:		
Net income	$ 531.0	$ 90.3
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	140.6	153.4
(Gain) loss on sale or disposal of fixed assets	(16.6)	0.3
Amortization of debt discount and issuance costs	3.2	2.4
Share-based compensation	22.5	22.3
Non-cash interest on convertible notes	—	4.6
Non-cash asset impairment charges	6.7	6.1
Change in deferred tax balances	38.3	(23.2)
Other	0.5	(2.0)
Changes in assets and liabilities (exclusive of divestiture):		
Receivables	(107.2)	(9.9)
Inventories	(116.7)	(42.0)
Other assets	(0.8)	9.9
Accounts payable	35.7	8.9
Accrued expenses and other current liabilities	(83.2)	12.8
Other long-term liabilities	24.6	(15.4)
Net cash provided by operating activities	$ 478.6	$ 218.5
Cash flows from investing activities:		
Purchase of property, plant and equipment	$ (173.8)	$ (77.0)
Proceeds from sale of property, plant and equipment	36.7	0.2
Deposits utilized (made) for purchase of property, plant and equipment	1.6	(0.4)
Divestiture of business, net of cash transferred and deposits received	12.9	—
Payments related to prior acquisition	(2.4)	—
Purchase of available-for-sale securities	(7.8)	—
Proceeds from sale or maturity of available-for-sale securities	3.4	—
Net cash used in investing activities	$ (129.4)	$ (77.2)
Cash flows from financing activities:		
Proceeds for the issuance of common stock under the ESPP	$ 7.8	$ 6.6
Payment of tax withholding for RSUs	(58.8)	(28.5)
Repayment of borrowings under debt agreements	(4.1)	(154.1)
Payments related to prior acquisition	—	(2.1)
Dividend to non-controlling shareholder	(2.2)	—
Net cash used in financing activities	$ (57.3)	$ (178.1)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(0.7)	(0.8)
Net increase (decrease) in cash, cash equivalents and restricted cash	291.2	(37.6)
Cash, cash equivalents and restricted cash, beginning of period (Note 6)	1,377.7	1,081.5
Cash, cash equivalents and restricted cash, end of period (Note 6)	$ 1,668.9	$ 1,043.9

See accompanying notes to consolidated financial statements

ON SEMICONDUCTOR CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

Note 1: Background and Basis of Presentation

ON Semiconductor Corporation, together with its wholly and majority-owned subsidiaries, which operate under the onsemi™ brand ("onsemi," "we," "us," "our" or the "Company"), uses a thirteen-week fiscal quarter accounting period for the first three fiscal quarters of each year, with the first quarter of 2022 having ended on April 1, 2022 and each fiscal year ending on December 31. The quarters ended April 1, 2022 and April 2, 2021 contained 91 and 92 days, respectively. As of April 1, 2022, the Company was organized into the following three operating and reportable segments: the Power Solutions Group ("PSG"), the Advanced Solutions Group ("ASG") and the Intelligent Sensing Group ("ISG").

The accompanying unaudited financial statements as of and for the quarter ended April 1, 2022 have been prepared in accordance with generally accepted accounting principles in the United States of America ("GAAP"). Accordingly, the unaudited financial statements do not include all of the information and footnotes required by GAAP for audited financial statements. The balance sheet as of December 31, 2021 was derived from the Company's audited financial statements, but does not include all disclosures required by GAAP for audited financial statements. In the opinion of the Company's management, the interim information includes all adjustments, which include normal recurring adjustments, necessary for a fair statement of the results for the interim periods. The footnote disclosures related to the interim financial information included herein are also unaudited. Such financial information should be read in conjunction with the consolidated financial statements and related notes thereto for the year ended December 31, 2021 included in the Company's Annual Report on Form 10-K for the year ended December 31, 2021, which was filed with the SEC on February 14, 2022 (the "2021 Form 10-K").

Use of Estimates

The preparation of financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amount of assets and liabilities at the date of the financial statements and the reported amount of revenue and expenses during the reporting period. Management evaluates these estimates and judgments on an ongoing basis and bases its estimates on experience, current and expected future conditions, third-party evaluations and various other assumptions that management believes are reasonable under the circumstances. Significant estimates have been used by management in conjunction with the following: (i) future payouts for customer incentives and amounts subject to allowances and returns; (ii) valuation and obsolescence relating to inventories; and (iii) measurement of valuation allowances against deferred tax assets and evaluations of uncertain tax positions. Additionally, during periods where it becomes applicable, significant estimates will be used by management in determining the future cash flows used to assess and test for impairment of long-lived assets and goodwill and in assumptions used in connection with business combinations. Actual results may differ from the estimates and assumptions used in the consolidated financial statements.

Note 2: Revenue and Segment Information

The Company is organized into three operating and reportable segments consisting of PSG, ASG and ISG. These segments represent the Company's view of the business, and its gross profit is used to evaluate the performance of the Company's segments, the progress of major initiatives and the allocation of resources. Gross profit is exclusive of the amortization of acquisition-related intangible assets.

During the quarter ended April 1, 2022, the Company received capacity payments and deposits of $5.5 million, which was recorded as a contract liability, of which an immaterial amount was recognized as revenue for satisfying the associated performance obligations. The remaining balances amounting to $27.6 million and $28.9 million were recorded as current liabilities and other long-term liabilities, respectively. Contract assets were immaterial as of April 1, 2022. There were no corresponding amounts for the quarter ended April 2, 2021.

A significant portion of the Company's orders are firm commitments that are non-cancellable, including certain orders or contracts with a duration of less than one year. Certain of the Company's customer contracts are multi-year agreements that include firmly committed amounts for which the remaining performance obligations as of April 1, 2022 were approximately $8.6 billion (excluding the remaining performance obligations for contracts having a duration of one year or less). The Company expects to recognize approximately 30% of this amount as revenue during the next twelve months upon shipment of products under these contracts. Total sales estimates are based on negotiated contract prices and demand quantities, and could be influenced by manufacturing and supply chain constraints, among other things. Accordingly, the amount represented by remaining performance obligations may not be indicative of the actual revenue recognized for future periods.

Revenue and gross profit for the Company's operating and reportable segments are as follows (in millions):

	PSG	ASG	ISG	Total
For the quarter ended April 1, 2022:				
Revenue from external customers	$ 986.7	$ 689.3	$ 269.0	$ 1,945.0
Gross profit	$ 474.7	$ 366.7	$ 119.9	$ 961.3
For the quarter ended April 2, 2021:				
Revenue from external customers	$ 747.0	$ 531.5	$ 203.2	$ 1,481.7
Gross profit	$ 246.5	$ 206.8	$ 67.9	$ 521.2

The Company had one customer, a distributor, whose revenue accounted for approximately 12.4% and 10.6% of the Company's total revenue for the quarters ended April 1, 2022 and April 2, 2021, respectively.

Revenue for the Company's operating and reportable segments disaggregated into geographic locations based on sales billed from the respective country and sales channels are as follows (in millions):

	Quarter Ended April 1, 2022			
	PSG	ASG	ISG	Total
Geographic Location				
Singapore	$ 280.5	$ 233.8	$ 41.4	$ 555.7
Hong Kong	303.1	173.9	52.6	529.6
United Kingdom	186.9	106.6	52.0	345.5
United States	144.9	92.3	74.5	311.7
Other	71.3	82.7	48.5	202.5
Total	$ 986.7	$ 689.3	$ 269.0	$ 1,945.0
Sales Channel				
Distributors	$ 633.9	$ 356.9	$ 150.6	$ 1,141.4
Direct Customers	352.8	332.4	118.4	803.6
Total	$ 986.7	$ 689.3	$ 269.0	$ 1,945.0

	Quarter Ended April 2, 2021			
	PSG	ASG	ISG	Total
Geographic Location				
Singapore	$ 274.5	$ 201.7	$ 32.8	$ 509.0
Hong Kong	196.1	100.5	45.6	342.2
United Kingdom	142.7	82.6	43.6	268.9
United States	75.3	70.2	38.8	184.3
Other	58.4	76.5	42.4	177.3
Total	$ 747.0	$ 531.5	$ 203.2	$ 1,481.7
Sales Channel				
Distributors	$ 523.9	$ 288.9	$ 121.2	$ 934.0
Direct Customers	223.1	242.6	82.0	547.7
Total	$ 747.0	$ 531.5	$ 203.2	$ 1,481.7

The Company operates in various geographic locations. Sales to external customers have little correlation with the location of manufacturers. It is, therefore, not meaningful to present operating profit by geographical location. The Company does not discretely allocate assets to its operating segments, nor does management evaluate operating segments using discrete asset information. The Company's consolidated assets are not specifically ascribed to its individual reportable segments. Rather, assets used in operations are generally shared across the Company's operating and reportable segments.

Property, plant and equipment, net by geographic location, is summarized as follows (in millions):

	As of	
	April 1, 2022	December 31, 2021
United States	$ 752.4	$ 767.1
South Korea	573.0	492.8
Philippines	330.7	342.4
Czech Republic	220.7	214.2
China	214.0	216.8
Japan	188.1	198.6
Malaysia	172.8	175.3
Other	107.7	117.1
Total	$ 2,559.4	$ 2,524.3

Note 3: Recent Accounting Pronouncements

Adopted:

ASU 2020-06 - Accounting for Convertible Instruments and Contracts in an Entity's Own Equity ("ASU 2020-06")

In August 2020, the FASB issued ASU 2020-06, which simplifies the guidance on the issuer's accounting for convertible debt instruments by removing the separation models for (1) convertible debt with a cash conversion feature and (2) convertible instruments with a beneficial conversion feature. Also, ASU 2020-06 requires the application of the if-converted method for the purpose of calculating diluted earnings per share, and the treasury stock method will be no longer available for instruments that fall under this category. The Company adopted ASU 2020-06 as of January 1, 2022 using the modified retrospective method, and recorded adjustments to reduce additional paid-in capital by $129.1 million and increase opening retained earnings by $27.1 million to reflect the cumulative effect of the adoption. See Note 7: "Long-Term Debt" for further information.

Pending adoption:

ASU 2021-10 - Government Assistance (Topic 832) - Disclosures by Business Entities about Government Assistance ("ASU 2021-10")

In November 2021, the FASB issued ASU 2021-10, which requires business entities to make annual disclosures about the nature of the certain government assistance received and the related accounting policy used to account for such assistance along with certain other disclosures related to the transactions. If an entity omits any required disclosures because it is legally prohibited, it must disclose that fact. ASU 2021-10 will be applicable to the 2022 annual financial statements, and the Company is currently evaluating the applicable disclosures.

Note 4: Acquisition and Divestitures

Acquisition:

The Company finalized its determination relating to the fair value of assets acquired and liabilities assumed from GTAT. The final allocation of purchase price, which did not change from the preliminary allocation disclosed in the 2021 Form 10-K is as follows (in millions):

	Purchase Price Allocation
Cash and cash equivalents	$ 8.2
Inventory and other current assets	10.0
Property, plant and equipment	31.9
Goodwill	274.8
Intangible assets - Developed Technology	130.0
Deferred tax assets	13.4
Other non-current assets	7.4
Total assets acquired	475.7
Current liabilities	5.8
Other long-term liabilities	35.0
Total liabilities assumed	40.8
Net assets acquired/purchase price	$ 434.9

All assumptions and disclosures remained unchanged from the amounts included in the 2021 Form 10-K.

Divestitures:

Belgium fab

In February 2022, the Company divested its Oudenaarde, Belgium site to BelGaN Group BV, which primarily included the assets, liabilities and relevant employee group related to the six-inch front-end wafer manufacturing facility for an aggregate consideration of $19.9 million and recognized a nominal gain after offsetting the carrying values of the assets disposed and liabilities transferred.

South Portland, Maine fab

During the first quarter of 2022, the Company entered into an asset purchase agreement to divest its South Portland, Maine site to Diodes Incorporated, which includes the net assets and relevant employee group related to the eight-inch front-end wafer manufacturing facility. The transaction is expected to close during the second quarter of 2022 and result in a nominal gain or loss, and the corresponding assets have been classified as held for sale within other current assets.

Note 5: Restructuring, Asset Impairments and Other, Net

Details of restructuring, asset impairments and other charges, net are as follows (in millions):

	Restructuring	Asset Impairments	Other	Total
Quarter ended April 1, 2022				
Other	$ (0.5)	$ 4.0	$ (16.5)	$ (13.0)
Total	$ (0.5)	$ 4.0	$ (16.5)	$ (13.0)

A summary of changes in accrued restructuring balance is as follows (in millions):

	As of December 31, 2021	Charges	Usage	As of April 1, 2022
Employee separation charges	$ 10.8	$ (0.5)	$ (4.8)	$ 5.5
Total	$ 10.8	$ (0.5)	$ (4.8)	$ 5.5

The Other category primarily includes the gain from the sale of an office building. There were no new restructuring programs implemented and the activity during the quarter ended April 1, 2022 represented payments to employees whose employments were terminated during 2021.

The Company continues to evaluate employee positions and locations for potential efficiencies, and may incur additional charges in the future.

Note 6: Balance Sheet Information and Other

Goodwill

There was an insignificant change in the balance of goodwill from December 31, 2021 to April 1, 2022 relating to the divestiture of a business.

Goodwill is tested for impairment annually on the first day of the fourth quarter or more frequently if events or changes in circumstances (each, a "triggering event") would more likely than not reduce the carrying value of goodwill below its fair value. Management did not identify any triggering events during the quarter ended April 1, 2022 that would require an interim impairment analysis.

Inventory

Details of Inventory included in the Company’s Consolidated Balance Sheets are as follows (in millions):

	As of	
	April 1, 2022	December 31, 2021
Inventories:		
Raw materials	$ 193.5	$ 174.2
Work in process	971.5	888.9
Finished goods	331.0	316.4
	$ 1,496.0	$ 1,379.5

Other current assets

Assets classified as held-for-sale, consisting of properties and certain other assets, are required to be recorded at the lower of carrying value or fair value less costs to sell. Fixed assets of approximately $70 million have been classified as held-for-sale within other current assets as of April 1, 2022.

Defined Benefit Plans

The Company recognizes the aggregate amount of all over-funded plans as assets and the aggregate amount of all underfunded plans as liabilities in its financial statements. As of April 1, 2022, the net assets for the over-funded plans totaled $14.3 million. The total accrued pension liability for underfunded plans was $112.6 million, of which the current portion of $0.2 million was classified as accrued expenses and other current liabilities. As of December 31, 2021, the net funded status for all the plans was a liability of $103.9 million, of which the current portion of $0.2 million was classified as accrued expenses and other current liabilities.

The components of the net periodic pension expense were as follows (in millions):

	Quarters Ended	
	April 1, 2022	April 2, 2021
Service cost	$ 2.2	$ 3.1
Interest cost	1.1	1.1
Expected return on plan assets	(1.2)	(1.7)
Curtailment loss	—	1.9
Total net periodic pension cost	$ 2.1	$ 4.4

Leases

Operating lease arrangements are comprised primarily of real estate and equipment agreements. The components of lease expense were as follows (in millions):

	Quarters Ended	
	April 1, 2022	April 2, 2021
Operating lease	$ 11.2	$ 9.9
Variable lease	1.6	1.0
Short-term lease	0.4	0.7
Total lease expense	$ 13.2	$ 11.6

The lease liabilities recognized in the Consolidated Balance Sheets are as follows (in millions):

	As of	
	April 1, 2022	December 31, 2021
Operating lease liabilities included in:		
Accrued expenses and other current liabilities	$ 35.1	$ 32.5
Other long-term liabilities	137.9	142.4
Total	$ 173.0	$ 174.9
Operating ROU assets included in:		
Other assets	$ 169.7	$ 170.1
Financing lease liabilities included in:		
Accrued expenses and other current liabilities	$ 12.7	$ 12.7
Other long-term liabilities	10.2	10.2
Total	$ 22.9	$ 22.9
Financing ROU assets included in:		
Other assets	$ 21.9	$ 22.3

As of April 1, 2022, the weighted-average remaining lease-terms were 8.3 years and 19.8 years and the weighted-average discount rates were 4.2% and 6.0% for operating and financing leases, respectively.

Supplemental Disclosure of Cash Flow Information

Certain of the Company's cash and non-cash activities were as follows (in millions):

	Quarters Ended	
	April 1, 2022	**April 2, 2021**
Non-cash investing activities:		
Capital expenditures in accounts payable and other long-term liabilities	$ 225.4	$ 180.9
Operating ROU assets obtained in exchange of lease liabilities	10.7	7.1
Cash paid for:		
Interest expense	$ 24.0	$ 31.4
Income taxes	15.7	20.9
Operating lease payments in operating cash flows	11.0	10.3

Reconciliation of the captions in the Consolidated Balance Sheets to the Consolidated Statements of Cash Flows (in millions)

	As of			
	April 1, 2022	**December 31, 2021**	**April 2, 2021**	**December 31, 2020**
Consolidated Balance Sheets:				
Cash and cash equivalents	$ 1,645.1	$ 1,352.6	$ 1,042.5	$ 1,080.7
Restricted cash (included in other current assets)	18.8	20.1	1.4	0.8
Restricted cash (included in other non-current assets)	5.0	5.0	—	—
Cash, cash equivalents and restricted cash in Consolidated Statements of Cash Flows	$ 1,668.9	$ 1,377.7	$ 1,043.9	$ 1,081.5

As of April 1, 2022, $15.0 million of the restricted cash balance was held in escrow relating to the acquisition of GTAT and will be released to the former stockholders of GTAT upon satisfaction of certain outstanding items contained in the acquisition agreement.

Note 7: Long-Term Debt

The Company's long-term debt consists of the following (annualized interest rates, dollars in millions):

	As of	
	April 1, 2022	**December 31, 2021**
Amended Credit Agreement:		
Term Loan "B" Facility due 2026, interest payable monthly at 2.46% and 2.10%, respectively	1,594.1	1,598.2
0% Notes due 2027	805.0	805.0
3.875% Notes due 2028 (1)	700.0	700.0
1.625% Notes due 2023 (2)	155.1	155.1
Gross long-term debt, including current maturities	$ 3,254.2	$ 3,258.3
Less: Debt discount (3)	(12.6)	(149.0)
Less: Debt issuance costs (4)	(35.8)	(34.7)
Net long-term debt, including current maturities	$ 3,205.8	$ 3,074.6
Less: Current maturities	(170.4)	(160.7)
Net long-term debt	$ 3,035.4	$ 2,913.9

(1) Interest is payable on March 1 and September 1 of each year at 3.875% annually.
(2) Interest is payable on April 15 and October 15 of each year at 1.625% annually.

(3) Debt discount of $7.2 million and $7.5 million for the Term Loan "B" Facility and $5.4 million and $5.8 million for the 3.875% Notes, in each case as of April 1, 2022 and December 31, 2021, respectively. Debt discount of $126.1 million for the 0% Notes and $9.6 million for the 1.625% Notes, in each case as of December 31, 2021. No debt discount as of April 1, 2022 for 0% Notes and 1.625% Notes due to the adoption of ASU 2020-06.

(4) Debt issuance costs of $16.8 million and $17.7 million for the Term Loan "B" Facility, $16.3 million and $14.1 million for the 0% Notes, $1.9 million and $2.0 million for the 3.875% Notes and $0.8 million and $0.9 million for the 1.625% Notes, in each case as of April 1, 2022 and December 31, 2021, respectively.

Expected maturities of gross long-term debt (including current portion - see section regarding 1.625% Notes below) as of April 1, 2022 were as follows (in millions):

Period	Expected Maturities
Remainder of 2022	$ 167.4
2023	16.3
2024	16.3
2025	16.3
2026	1,532.9
Thereafter	1,505.0
Total	$ 3,254.2

The Company was in compliance with its covenants under all debt agreements as of April 1, 2022.

Adoption of ASU 2020-06

As described in Note 3: Recent Accounting Pronouncements, the Company adopted ASU 2020-06 using a modified retrospective method and reduced additional paid-in capital by $129.1 million and increased opening retained earnings by $27.1 million to reflect the cumulative effect of adoption as of January 1, 2022. The application of the if-converted method to determine the net income for diluted earnings and diluted weighted-average shares of common stock outstanding did not have a meaningful impact on the diluted net income per share of common stock under the treasury stock method previously applied.

1.625% Notes due 2023

The remaining outstanding principal amount of the 1.625% Notes, amounting to $155.1 million, net of unamortized issuance costs continues to be classified as a current portion of long-term debt as of April 1, 2022. Pursuant to the indenture governing the 1.625% Notes, because the last reported sale price of the Company’s common stock for at least 20 trading days during the period of 30 consecutive trading days ending on March 31, 2022 was greater than or equal to $26.94 (130% of the conversion price) on each applicable trading day, the holders have the right to surrender any portion of their 1.625% Notes (in minimum denominations of $1,000 in principal amount or an integral multiple thereof) for conversion during the calendar quarter ending June 30, 2022, and only during such calendar quarter.

Note 8: Earnings Per Share and Equity

Earnings Per Share

Net income per share of common stock for calculating basic and diluted earnings per share is calculated as follows (in millions, except per share data):

	Quarters Ended	
	April 1, 2022	April 2, 2021
Net income for basic earnings per share of common stock	$ 530.2	$ 89.9
Add: Interest on 1.625% Notes	0.5	—
Net income for diluted earnings per share of common stock	$ 530.7	$ 89.9
Basic weighted-average shares of common stock outstanding	433.3	413.4
Dilutive effect of share-based awards	2.4	2.7
Dilutive effect of convertible notes and warrants	13.2	29.3
Diluted weighted-average shares of common stock outstanding	448.9	445.4
Net income per share of common stock:		
Basic	$ 1.22	$ 0.22
Diluted	$ 1.18	$ 0.20

Basic income per share of common stock is computed by dividing net income for basic earnings by the weighted-average number of shares of common stock outstanding during the period. To calculate the diluted weighted-average shares of common stock outstanding, treasury stock method has been applied to calculate the number of incremental shares from the assumed issuance of shares relating to RSUs. The excluded number of anti-dilutive share-based awards was approximately 0.2 million and 0.7 million for the quarters ended April 1, 2022 and April 2, 2021, respectively.

The dilutive impacts related to the 0% Notes and 1.625% Notes have been calculated using the if-converted method. While the 0% Notes are repayable in cash up to the par value and in cash or shares of common stock for the excess over par value, the 1.625% Notes are repayable in cash or shares of common stock for their entire value. Prior to conversion, the convertible note hedges are not considered for purposes of the earnings per share calculations, as their effect would be anti-dilutive. Upon conversion, the convertible note hedges are expected to offset the dilutive effect of the 0% Notes and 1.625% Notes when the stock price is above $52.97 and $20.72 per share, respectively.

The dilutive impact of the warrants issued concurrently with the issuance of the 0% Notes and 1.625% Notes with exercise prices of $74.34 and $30.70, respectively, has been included in the calculation of diluted weighted-average common shares outstanding, if applicable.

Equity

Share Repurchase Program

Under the Company's share repurchase program announced on November 15, 2018 (the "Share Repurchase Program"), the Company may repurchase up to $1.5 billion (exclusive of fees, commissions and other expenses) of the Company's common stock from December 1, 2018 through December 31, 2022. There were no repurchases during the quarters ended April 1, 2022 and April 2, 2021 under the Share Repurchase Program. As of April 1, 2022, the authorized amount remaining under the Share Repurchase Program was $1,295.8 million.

Shares for Restricted Stock Units Tax Withholding

The amounts remitted for employee withholding taxes during the quarters ended April 1, 2022 and April 2, 2021 were $58.8 million and $28.5 million, respectively, for which the Company withheld approximately 1.0 million and 0.7 million shares of common stock, respectively, that were underlying the RSUs that vested. None of these shares had been reissued or retired as of April 1, 2022, but may be reissued or retired in the future. These deemed repurchases in connection with tax withholding upon vesting were not made under the Share Repurchase Program, and the amounts spent in connection with such deemed repurchases did not reduce the authorized amount remaining under the Share Repurchase Program.

Non-Controlling Interest in Leshan-Phoenix Semiconductor Company Limited ("Leshan")

The results of Leshan have been consolidated in the Company's financial statements. As of December 31, 2021, the non-controlling interest balance was $19.0 million and, along with the $0.8 million share of the earnings for the quarter ended April 1, 2022, increased to $19.8 million as of April 1, 2022.

Note 9: Share-Based Compensation

Total share-based compensation expense related to the Company's RSUs, stock grant awards and the ESPP was recorded within the Consolidated Statements of Operations and Comprehensive Income as follows (in millions):

	Quarters Ended	
	April 1, 2022	April 2, 2021
Cost of revenue	$ 2.6	$ 3.3
Research and development	4.4	5.7
Selling and marketing	3.8	4.3
General and administrative	11.7	9.0
Share-based compensation expense	$ 22.5	$ 22.3
Income tax benefit	(4.7)	(4.7)
Share-based compensation expense, net of taxes	$ 17.8	$ 17.6

As of April 1, 2022, total unrecognized expected share-based compensation expense, net of estimated forfeitures, related to non-vested RSUs with service, performance and market conditions was $157.6 million, which is expected to be recognized over a weighted-average period of 1.8 years. Upon vesting of RSUs, stock grant awards or completion of a purchase under the ESPP, the Company issues new shares of common stock. The annualized pre-vesting forfeiture rate for RSUs was estimated to be 6% for the quarter ended April 1, 2022 and 5% for the quarter ended April 2, 2021.

Shares Available

As of April 1, 2022 and December 31, 2021, there was an aggregate of 39.9 million and 42.2 million shares of common stock, respectively, available for grant under the Amended and Restated SIP.

Restricted Stock Units

RSUs generally vest ratably over three years for awards with service conditions and over two or three years for awards with performance or market conditions, or a combination thereof, and are settled in shares of the Company's common stock upon vesting. A summary of the RSU transactions for the quarter ended April 1, 2022 is as follows (in millions, except per share data):

	Number of Shares	Weighted-Average Grant Date Fair Value Per Share
Non-vested RSUs at December 31, 2021	6.2	$ 28.60
Granted	1.5	60.66
Achieved	0.2	41.35
Released	(2.9)	25.19
Forfeited	(0.2)	32.66
Non-vested RSUs at April 1, 2022	4.8	40.83

Note 10: Commitments and Contingencies

Environmental Contingencies

There are no new material environmental contingencies subsequent to the filing of the 2021 Form 10-K.

Financing Contingencies

In the ordinary course of business, the Company provides standby letters of credit or other guarantee instruments to certain parties initiated by either the Company or its subsidiaries, as required for transactions, including, but not limited to, material purchase commitments, agreements to mitigate collection risk, leases, utilities or customs guarantees. As of April 1, 2022, the Company's Revolving Credit Facility included $15.0 million available for the issuance of letters of credit. There were $0.9 million in letters of credit outstanding under the Revolving Credit Facility as of April 1, 2022, which reduced the Company's borrowing capacity. As of April 1, 2022, the Company also had outstanding guarantees and letters of credit outside of its Revolving Credit Facility totaling $13.4 million.

As part of obtaining financing in the ordinary course of business, the Company issued guarantees related to certain of its subsidiaries, which totaled $0.9 million as of April 1, 2022. Based on historical experience and information currently available, the Company believes that it will not be required to make payments under the standby letters of credit or guarantee arrangements for the foreseeable future.

Indemnification Contingencies

There are no new material indemnification contingencies subsequent to the filing of the 2021 Form 10-K.

Legal Matters

The Company is currently involved in a variety of legal matters that arise in the ordinary course of business. Based on information currently available, the Company is not involved in any pending or threatened legal proceedings that it believes could reasonably be expected to have a material adverse effect on its financial condition, results of operations or liquidity. The litigation process is inherently uncertain, and the Company cannot guarantee that the outcome of any litigation matter will be favorable to the Company.

Intellectual Property Matters

The Company faces risk of exposure from claims of infringement of the IP rights of others. In the ordinary course of business, the Company receives letters asserting that the Company’s products or components breach another party’s rights. Such letters may request royalty payments from the Company, that the Company cease and desist using certain IP or other remedies.

Note 11: Fair Value Measurements

Fair Value of Financial Instruments

The Company invests portions of its excess cash in different marketable securities, which are classified as available-for-sale. The following table summarizes the Company's financial assets and liabilities, excluding pension assets, disaggregated by the security type, measured at fair value on a recurring basis (in millions):

ON SEMICONDUCTOR CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - Continued
(unaudited)

	As of April 1, 2022				Fair Value Level		
Description	**Amortized Cost**	**Unrealized gains**	**Unrealized losses**	**Fair value**	**Level 1**	**Level 2**	**Level 3**
Assets:							
Cash and cash equivalents:							
Demand and time deposits	$ 19.6	$ —	$ —	$ 19.6	$ 19.6	$ —	$ —
Money market funds	0.7	—	—	0.7	0.7	—	—
Other current assets:							
Corporate bonds	$ 22.3	$ —	$ —	$ 22.3	$ —	$ 22.3	$ —
Certificate of deposit	3.0	—	—	3.0	—	3.0	—
Commercial paper	6.8	—	—	6.8	3.8	3.0	—
US Treasury bonds	0.7	—	—	0.7	—	0.7	—
Other assets:							
Corporate bonds	$ 14.2	$ —	$ —	$ 14.2	$ —	$ 14.2	$ —
US Treasury bonds	1.2	—	—	1.2	—	1.2	—

The investments included in other assets have maturity dates ranging between one and five years.

	As of December 31, 2021				Fair Value Level		
Description	**Amortized Cost**	**Unrealized gains**	**Unrealized losses**	**Fair value**	**Level 1**	**Level 2**	**Level 3**
Assets:							
Cash and cash equivalents:							
Demand and time deposits	$ 19.5	$ —	$ —	$ 19.5	$ 19.5	$ —	$ —
Money market funds	0.7	—	—	0.7	0.7	—	—
Corporate bonds	1.6	—	—	1.6	—	1.6	—
Commercial paper	2.0	—	—	2.0	—	2.0	—
Other current assets:							
Corporate bonds	$ 16.0	$ —	$ —	$ 16.0	$ —	$ 16.0	$ —
Certificate of deposit	1.9	—	—	1.9	—	1.9	—
Commercial paper	5.0	—	—	5.0	3.0	2.0	—
US Treasury bonds	0.4	—	—	0.4	—	0.4	—
Other assets:							
Corporate bonds	$ 19.7	$ —	$ —	$ 19.7	$ —	$ 19.7	$ —
US Treasury bonds	1.6	—	—	1.6	—	1.6	—

Other

The carrying amounts of other current assets and liabilities, such as accounts receivable and accounts payable, approximate fair value based on the short-term nature of these instruments.

Fair Value of Long-Term Debt, including Current Portion

The carrying amounts and fair values of the Company's long-term borrowings were as follows (in millions):

	As of			
	April 1, 2022		December 31, 2021	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Long-term debt, including current portion (1)				
0% Notes	$ 788.7	$ 1,077.7	$ 664.8	$ 1,183.1
1.625% Notes	154.3	474.0	144.6	513.6
Other long-term debt	2,262.7	2,137.8	2,265.2	2,245.5

(1) Carrying amounts shown are net of debt discount, if applicable, and debt issuance costs.

The fair values of the 3.875% Notes, 1.625% Notes and 0% Notes were estimated based on market prices in active markets (Level 1). The fair value of the Term Loan "B" Facility was estimated based on discounting the remaining principal and interest payments using current market rates for similar debt (Level 2).

Note 12: Financial Instruments

Foreign Currencies

As a multinational business, the Company engages in transactions that are denominated in a variety of currencies. When appropriate, the Company uses forward foreign currency contracts to reduce its overall exposure to the effects of currency fluctuations on its results of operations and cash flows. The Company's policy prohibits trading in currencies for which there are no underlying exposures and entering into trades for any currency to intentionally increase the underlying exposure. The Company primarily hedges existing assets and liabilities associated with transactions currently on its balance sheet, which are undesignated hedges for accounting purposes.

As of April 1, 2022 and December 31, 2021, the Company had net outstanding foreign exchange contracts with notional amounts of $236.7 million and $288.3 million, respectively. Such contracts were obtained through financial institutions and were scheduled to mature within one to three months from the time of purchase. Management believes that these financial instruments should not subject the Company to increased risks from foreign exchange movements because gains and losses on these contracts should offset losses and gains on the underlying assets, liabilities and transactions to which they are related.

The following summarizes the Company's net foreign exchange positions in U.S. Dollars (in millions):

	As of			
	April 1, 2022		December 31, 2021	
	Buy (Sell)	Notional Amount	Buy (Sell)	Notional Amount
Philippine Peso	56.9	56.9	67.1	67.1
Japanese Yen	51.0	51.0	33.2	33.2
Korean Won	38.9	38.9	44.1	44.1
Czech Koruna	24.7	24.7	15.0	15.0
Euro	12.9	12.9	65.9	65.9
Other Currencies - Buy	46.6	46.6	58.7	58.7
Other Currencies - Sell	(5.7)	5.7	(4.3)	4.3
	$ 225.3	$ 236.7	$ 279.7	$ 288.3

Amounts receivable or payable under the contracts are included in other current assets or accrued expenses and other current liabilities in the accompanying Consolidated Balance Sheets. During the quarters ended April 1, 2022 and April 2, 2021, realized and unrealized foreign currency transactions totaled a gain of $1.9 million and a gain of $4.0 million, respectively. The realized and unrealized foreign currency transactions are included in other income (expense) in the Company's Consolidated Statements of Operations and Comprehensive Income.

Cash Flow Hedges

All derivatives are recognized on the Company’s Consolidated Balance Sheets at their fair value and classified based on the applicable instrument's maturity date.

Foreign Currency Risk

The purpose of the foreign currency hedging activities is to protect the Company from the risk that the eventual cash flows resulting from transactions in foreign currencies will be adversely affected by changes in exchange rates. The Company enters into forward contracts that are designated as a foreign currency cash flow hedge of a forecasted payment denominated in a currency other than U.S. Dollars. For the quarters ended April 1, 2022 and April 2, 2021, the Company did not have outstanding derivatives for its foreign currency exposure designated as cash flow hedges.

Interest Rate Risk

The Company uses interest rate swap contracts to mitigate its exposure to interest rate fluctuations. During the quarter ended April 1, 2022, the Company had interest rate swap agreements for notional amounts totaling $750.0 million. The Company did not identify any ineffectiveness with respect to the notional amounts of the interest rate swap contracts outstanding as of April 1, 2022 and April 2, 2021.

Other

As of April 1, 2022, the Company had no outstanding commodity derivatives, currency swaps or options relating to either its debt instruments or investments. The Company does not hedge the value of its equity investments in its subsidiaries or affiliated companies. The Company is exposed to credit-related losses if counterparties to hedge contracts fail to perform their obligations. As of April 1, 2022, the counterparties to the Company’s hedge contracts were held at financial institutions that the Company believes to be highly-rated, and no credit-related losses are anticipated.

Note 13: Income Taxes

The Company recognizes interest and penalties related to uncertain tax positions in tax expense on the Company's Consolidated Statements of Operations and Comprehensive Income. The Company had approximately $1.5 million and $3.0 million of net interest and penalties accrued as of April 1, 2022 and April 2, 2021, respectively. It is reasonably possible that $64.2 million of its uncertain tax positions will be reduced in the next 12 months due to settlement with tax authorities or expiration of the applicable statute of limitations.

The Company maintains a partial valuation allowance on its U.S. state deferred tax assets and a valuation allowance on foreign net operating losses and tax credits in certain foreign jurisdictions, a substantial portion of which relate to Japan and Hong Kong net operating losses, which are projected to expire prior to utilization.

The Company is currently under IRS examination for the 2017 tax year. Tax years prior to 2017 are generally not subject to examination by the IRS. For state tax returns, the Company is generally not subject to income tax examinations for tax years prior to 2017. The Company is also subject to routine examinations by various foreign tax jurisdictions in which it operates. With respect to jurisdictions outside the United States, the Company is generally not subject to examination for tax years prior to 2011. The Company believes that adequate provisions have been made for any adjustments that may result from tax examinations. However, the outcome of tax audits cannot be predicted with certainty. If any issues addressed in the Company’s tax audits are resolved in a manner not consistent with the Company's expectations, the Company could be required to adjust its provision for income taxes in the period such resolution occurs.

Note 14: Changes in Accumulated Other Comprehensive Loss

Amounts comprising the Company's accumulated other comprehensive loss and reclassifications are as follows (in millions):

	Currency Translation Adjustments	Effects of Cash Flow Hedges and Other Adjustments	Total
Balance as of December 31, 2021	$ (44.4)	$ 3.8	$ (40.6)
Other comprehensive income (loss) prior to reclassifications	(2.4)	17.3	14.9
Amounts reclassified from accumulated other comprehensive loss	—	(0.7)	(0.7)
Net current period other comprehensive income (loss) (1)	(2.4)	16.6	14.2
Balance as of April 1, 2022	$ (46.8)	$ 20.4	$ (26.4)

(1) Effects of cash flow hedges are net of tax expense of $5.1 million for the quarter ended April 1, 2022.

Amounts reclassified from accumulated other comprehensive loss to the specific caption within Consolidated Statements of Operations and Comprehensive Income were as follows:

	Quarters Ended		
	April 1, 2022	April 2, 2021	To caption
Interest rate swaps	$ 0.7	$ 4.6	Interest expense
Total reclassifications	$ 0.7	$ 4.6	

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

You should read the following discussion in conjunction with our audited historical consolidated financial statements, which are included in the 2021 Form 10-K and our unaudited consolidated financial statements for the fiscal quarter ended April 1, 2022, which are included elsewhere in this Form 10-Q. This Management's Discussion and Analysis of Financial Condition and Results of Operations contains statements that are forward-looking. These statements are based on current expectations and assumptions that are subject to risks, uncertainties and other factors. Actual results could differ materially because of the factors discussed below or elsewhere in this Form 10-Q. See Part II, Item 1A. "Risk Factors" of this Form 10-Q and Part I, Item 1A. "Risk Factors" of the 2021 Form 10-K.

Executive Overview

onsemi Overview

We provide industry leading intelligent power and sensing solutions to help our customers solve the most challenging problems and create cutting edge products for a better future. Our intelligent power technologies enable the electrification of the automotive industry that allows for lighter and longer-range electric vehicles, empowers efficient fast-charging systems and propels sustainable energy for the highest efficiency solar strings, industrial power and storage systems. Our intelligent sensing technologies support the next-generation industry, allowing for smarter factories and buildings while also enhancing the automotive mobility experience with imaging and depth sensing that make advanced vehicle safety and automated driving systems possible.

onsemi's intelligent power allows our customers to exceed range targets with lower weight and reduce system cost through efficiency. With our sensing integration, we believe onsemi's intelligent power solutions achieve higher efficiencies compared to our peers and allow lower temperature operation, reducing cooling requirements, saving costs and minimizing weight while delivering the required power with less die per module and achieving higher range for a given battery capacity. onsemi's intelligent sensing solutions offer proprietary features in smaller packages that support customers' use cases. We believe our intelligent sensing technology offers advanced features to achieve optimal results and our product integration drives improved efficiency. This performance is delivered in a smaller footprint while reducing system latency to increase safety and throughput by providing a proprietary feature set to solve different use cases.

We serve a broad base of end-user markets, including automotive, industrial and others which include communications, computing and consumer. We believe the evolution of automotive, with advancements in autonomous driving, ADAS, vehicle electrification and the increase in electronics content for vehicle platforms, is reshaping the boundaries of transportation. With our extensive portfolio of AEC-qualified products, onsemi helps customers design high reliability solutions while delivering top performance. Within the industrial space, onsemi is helping OEMs develop innovative products to navigate the ongoing transformation across energy infrastructure, factory automation and power conversion.

As of April 1, 2022, we were organized into the three operating and reportable segments of PSG, ASG and ISG.

Business Strategy Developments

Our primary focus continues to be on gross margin and operating margin expansion, while at the same time achieving revenue growth in our focused end-markets of automotive, industrial and communications infrastructure as well as being opportunistic in other end-markets, including obtaining longer-term supply arrangements with strategic end-customers. We are also focused on achieving efficiencies in our operating expenditures. While we believe we have made significant progress on gross margin and operating margin expansion, we continue to rationalize our product portfolio and have allocated capital, research and development investments and resources to accelerate growth in high-margin products and end-markets by moving away from non-differentiated products, which have had historically lower gross margins.

During the first quarter, we divested our six-inch front-end wafer manufacturing facility in Oudenaarde, Belgium and entered into a definitive agreement to sell our eight-inch front-end wafer manufacturing facility in South Portland, Maine, which is expected to close during the second quarter of 2022. We are also exploring the sale of certain other manufacturing facilities. We believe these actions, among others, will allow us to transition to a lighter internal fabrication model where our financial performance will be less volatile and not as heavily influenced by our internal manufacturing volumes. As actions are initiated to achieve our business strategy goals, we could incur accounting charges in the future.

We are focused on sustainability as we drive a common theme across all markets. During 2021, onsemi announced its commitment to achieving net zero emissions by 2040. As we initiate steps to achieve our sustainability goals, additional investments may be required in the future in connection with such actions, although the timing and amounts of such investments are uncertain at this time.

Impact of the Novel Coronavirus Disease 2019 (“COVID-19”) Pandemic on our Business

We have implemented proactive preventative protocols and updated our business practices in response to the ongoing COVID-19 pandemic. These changes are intended to safeguard our employees, contractors, suppliers and communities. While all of our global manufacturing sites and most of our distribution centers are currently operational, government mandates may order us to curtail production levels or temporarily suspend manufacturing or distribution operations in response to further outbreaks or new COVID-19 variants.

Results of Operations

Quarter Ended April 1, 2022 compared to the Quarter Ended April 2, 2021

The following table summarizes certain information relating to our operating results that has been derived from our unaudited consolidated financial statements (in millions):

	Quarters Ended		
	April 1, 2022	April 2, 2021	Dollar Change
Revenue	$ 1,945.0	$ 1,481.7	$ 463.3
Cost of revenue (exclusive of amortization shown below)	983.7	960.5	23.2
Gross profit	961.3	521.2	440.1
Operating expenses:			
Research and development	156.8	173.6	(16.8)
Selling and marketing	71.1	78.9	(7.8)
General and administrative	77.9	72.4	5.5
Amortization of acquisition-related intangible assets	21.3	25.0	(3.7)
Restructuring, asset impairments and other charges, net	(13.0)	42.5	(55.5)
Intangible asset impairment	—	2.9	(2.9)
Total operating expenses	314.1	395.3	(81.2)
Operating income	647.2	125.9	521.3
Other income (expense), net:			
Interest expense	(21.6)	(33.4)	11.8
Interest income	0.4	0.4	—
Other income (expense)	2.1	4.5	(2.4)
Other income (expense), net	(19.1)	(28.5)	9.4
Income before income taxes	628.1	97.4	530.7
Income tax provision	(97.1)	(7.1)	(90.0)
Net income	531.0	90.3	440.7
Less: Net income attributable to non-controlling interest	(0.8)	(0.4)	(0.4)
Net income attributable to ON Semiconductor Corporation	$ 530.2	$ 89.9	$ 440.3

Revenue

Revenue was $1,945.0 million and $1,481.7 million for the quarters ended April 1, 2022 and April 2, 2021, respectively, representing an increase of $463.3 million, or approximately 31%. We had one customer, a distributor, whose revenue accounted for approximately 12.4% and 10.6% of our total revenue for the quarters ended April 1, 2022 and April 2, 2021, respectively.

Revenue by operating and reportable segments was as follows (dollars in millions):

	Quarter Ended April 1, 2022	As a % of Total Revenue (1)	Quarter Ended April 2, 2021	As a % of Total Revenue (1)
PSG	$ 986.7	50.7 %	$ 747.0	50.4 %
ASG	689.3	35.4 %	531.5	35.9 %
ISG	269.0	13.8 %	203.2	13.7 %
Total revenue	$ 1,945.0		$ 1,481.7	

(1) Certain amounts may not total due to rounding of individual amounts.

Revenue from PSG increased by $239.7 million, or approximately 32%, for the quarter ended April 1, 2022 compared to the quarter ended April 2, 2021. The revenue from our Advanced Power Division and our Integrated Circuits, Protection and Signal Division increased by $170.6 million and $69.1 million, respectively, primarily due to our strategy to focus on a product mix that yields higher margins and increase in average selling prices driven by improving economic conditions, compared to the quarter ended April 2, 2021.

Revenue from ASG increased by $157.8 million, or approximately 30%, for the quarter ended April 1, 2022 compared to the quarter ended April 2, 2021. The revenue from our Automotive Division, Industrial Solutions Division and Mobile, Computing and Cloud Division increased by $55.2 million, $53.4 million and $43.2 million, respectively. The increases were primarily due to our strategy to focus on a product mix that yields higher margins and increase in average selling prices driven by strong market demand, compared to the quarter ended April 2, 2021.

Revenue from ISG increased by $65.8 million, or approximately 32%, for the quarter ended April 1, 2022 compared to the quarter ended April 2, 2021, largely driven by an increase in revenue from our Automotive Sensing Division of $62.2 million. The increase was due to our strategy to focus on a product mix that yields higher margins, better demand and an increase in average selling prices.

Revenue by geographic location, based on sales billed from the respective country or region, was as follows (dollars in millions):

	Quarter Ended April 1, 2022	As a % of Total Revenue (1)	Quarter Ended April 2, 2021	As a % of Total Revenue (1)
Singapore	$ 555.7	28.6 %	$ 509.0	34.4 %
Hong Kong	529.6	27.2 %	342.2	23.1 %
United Kingdom	345.5	17.8 %	268.9	18.1 %
United States	311.7	16.0 %	184.3	12.4 %
Other	202.5	10.4 %	177.3	12.0 %
Total revenue	$ 1,945.0		$ 1,481.7	

(1) Certain amounts may not total due to rounding of individual amounts.

Gross Profit and Gross Margin (exclusive of amortization of acquisition-related intangible assets)

Our gross profit by operating and reportable segments was as follows (dollars in millions):

	Quarter Ended April 1, 2022	As a % of Segment Revenue (1)	Quarter Ended April 2, 2021	As a % of Segment Revenue (1)
PSG	$ 474.7	48.1 %	$ 246.5	33.0 %
ASG	366.7	53.2 %	206.8	38.9 %
ISG	119.9	44.6 %	67.9	33.4 %
Total gross profit	$ 961.3	49.4 %	$ 521.2	35.2 %

(1) Certain amounts may not total due to rounding of individual amounts.

Our gross profit increased by $440.1 million, or approximately 84%, from $521.2 million for the quarter ended April 2, 2021 to $961.3 million for the quarter ended April 1, 2022. Our overall gross margin increased to 49.4% for the quarter ended April 1, 2022 from approximately 35.2% for the quarter ended April 2, 2021.

The significant increases in gross profit and gross margin were due to an increase in average selling prices and a favorable product mix with higher gross margins and improved manufacturing efficiencies. The favorable economic environment and significant improvement in demand in all end-markets, specifically in the automotive and industrial end-markets, contributed to increased demand and better pricing for our products. We were also able to pass most of the increases in input cost of raw materials and external manufacturing services to our customers.

Operating Expenses

Research and development expenses were $156.8 million for the quarter ended April 1, 2022, as compared to $173.6 million for the quarter ended April 2, 2021, representing a decrease of $16.8 million, or approximately 10%. The decrease was primarily due to a decrease in payroll-related expenses as a result of the restructuring programs implemented during 2021.

Selling and marketing expenses were $71.1 million for the quarter ended April 1, 2022, as compared to $78.9 million for the quarter ended April 2, 2021, representing a decrease of $7.8 million, or approximately 10%. The decrease was primarily due to a decrease in payroll-related expenses as a result of the restructuring programs implemented during 2021.

General and administrative expenses were $77.9 million for the quarter ended April 1, 2022, as compared to $72.4 million for the quarter ended April 2, 2021, representing an increase of $5.5 million, or approximately 8%.

Other Operating Expenses

Amortization of Acquisition-Related Intangible Assets

Amortization of acquisition-related intangible assets was $21.3 million for the quarter ended April 1, 2022, as compared to $25.0 million for the quarter ended April 2, 2021, representing a decrease of $3.7 million, or approximately 15%. The decrease in expense was primarily due to full amortization of certain of our technology-related assets from our previous acquisitions during 2021.

Restructuring, Asset Impairments and Other, Net

Restructuring, asset impairments and other, net was a credit of $13.0 million for the quarter ended April 1, 2022, as compared to $42.5 million for the quarter ended April 2, 2021. There were no new restructuring programs implemented during the quarter ended April 1, 2022. The credit includes a gain from the sale of an office building. Amounts incurred for the quarter ended April 2, 2021 primarily relate to the 2021 involuntary severance plan. For additional information, See Note 5: "Restructuring, Asset Impairments and Other, Net" in the notes to our unaudited consolidated financial statements included elsewhere in this Form 10-Q.

Interest Expense

Interest expense decreased by $11.8 million to $21.6 million during the quarter ended April 1, 2022, as compared to $33.4 million during the quarter ended April 2, 2021. The decrease was primarily due to a decrease in our long-term debt, repayment of interest bearing debt using the proceeds from 0% Notes and the lack of amortization of debt discount on our convertible notes due to the adoption of ASU 2020-06. Our average gross long-term debt balance (including current maturities) for the quarter ended April 1, 2022 was $3,256.3 million at a weighted-average interest rate of 2.7%, as compared to $3,512.5 million at a weighted-average interest rate of 3.8% for the quarter ended April 2, 2021.

Other Income (Expense)

Other income (expense) decreased by $2.4 million from an income of $4.5 million during the quarter ended April 2, 2021 to an income of $2.1 million during the quarter ended April 1, 2022.

Income Tax Provision

We recorded an income tax provision of $97.1 million and $7.1 million for the quarters ended April 1, 2022 and April 2, 2021, respectively, representing effective tax rates of 15.5% and 7.3%. The increase in our effective tax rate was substantially driven by the impact of discrete tax benefits in the prior year, relative to prior year pre-tax income. The prior year discrete benefits primarily related to releases in uncertain tax positions and net equity award windfalls.

For additional information, see Note 13: "Income Taxes" in the notes to the unaudited consolidated financial statements included elsewhere in this Form 10-Q.

Liquidity and Capital Resources

This section includes a discussion and analysis of our cash requirements, contingencies, sources and uses of cash, operations, working capital and long-term assets and liabilities.

Contingencies

We are a party to a variety of agreements entered into in the ordinary course of business pursuant to which we may be obligated to indemnify other parties for certain liabilities that arise out of or relate to the subject matter of the agreements. Some of the agreements entered into by us require us to indemnify the other party against losses, including but not limited to, losses due to

IP infringement, environmental contamination and other property damage, personal injury, our failure to comply with applicable laws, our negligence or willful misconduct or our breach of representations, warranties or covenants related to such matters as title to sold assets.

We face risk of exposure to warranty and product liability claims in the event that our products fail to perform as expected or such failure of our products results, or is alleged to result, in economic damage, bodily injury or property damage. In addition, if any of our designed products are alleged to be defective, we may be required to participate in their recall. Depending on the significance of any particular customer and other relevant factors, we may agree to provide more favorable rights to such customer for valid defective product claims.

We maintain directors' and officers' insurance policies that indemnify our directors and officers against various liabilities, including certain liabilities under the Exchange Act that might be incurred by any director or officer in his or her capacity as such.

While our future obligations under certain agreements may contain limitations on liability for indemnification, other agreements do not contain such limitations, and under such agreements, it is not possible to predict the maximum potential amount of future payments due to the conditional nature of our obligations and the unique facts and circumstances involved in each particular agreement. Historically, payments made by us under any of these indemnities have not had a material effect on our business, financial condition, results of operations or cash flows, and we do not believe that any amounts that we may be required to pay under these indemnities in the future will be material to our business, financial condition, results of operations or cash flows.

See Note 10: "Commitments and Contingencies" in the notes to our unaudited consolidated financial statements under the heading "Legal Matters" included elsewhere in this Form 10-Q for possible contingencies related to legal matters. See also Part I, Item 1 "Business - Government Regulation" of the 2021 Form 10-K for information on certain environmental matters.

Sources and Uses of Cash

Our balance of cash and cash equivalents was $1,645.1 million as of April 1, 2022. We require cash to: (i) fund our operating expenses, working capital requirements, outlays for strategic acquisitions and investments; (ii) service our debt, including principal and interest; (iii) conduct research and development; (iv) incur capital expenditures; and (v) repurchase our common stock.

Our principal sources of liquidity are cash on hand, cash generated from operations, funds from external borrowings and equity issuances. In the near term, we expect to fund our primary cash requirements through cash generated from operations and with cash and cash equivalents on hand. We also have the ability to utilize our Revolving Credit Facility, which has approximately $1.97 billion available for future borrowings.

We believe that the key factors that could affect our internal and external sources of cash include:

- changes in demand for our products, including as a result of the COVID-19 pandemic, competitive pricing pressures, supply chain constraints, effective management of our manufacturing capacity, our ability to achieve further reductions in operating expenses, our ability to make progress on the achievement of our business strategy and sustainability goals, the impact of our restructuring programs on our production and cost efficiency and our ability to make the research and development expenditures required to remain competitive in our business; and
- our access to bank financing and the debt and equity capital markets that could impair our ability to obtain needed financing on acceptable terms or to respond to business opportunities and developments as they arise, including interest rate fluctuations, macroeconomic conditions, sudden reductions in the general availability of lending from banks or the related increase in cost to obtain bank financing and our ability to maintain compliance with covenants under our debt agreements in effect from time to time.

Our ability to service our long-term debt, including our 0% Notes, 3.875% Notes, 1.625% Notes, the Revolving Credit Facility and the Term Loan "B" Facility, to remain in compliance with the various covenants contained in our debt agreements and to fund working capital, capital expenditures and business development efforts will depend on our ability to generate cash from operating activities, which is subject to, among other things, our future operating performance and the timing of the full economic recovery from the COVID-19 pandemic, as well as financial, competitive, legislative, geopolitical, regulatory and other conditions, some of which may be beyond our control.

If we fail to generate sufficient cash from operations, we may need to raise additional equity or borrow additional funds to achieve our longer-term objectives. There can be no assurance that such equity or borrowings will be available or, if available, will be at rates or prices acceptable to us.

During the ordinary course of business, we evaluate our cash requirements and, if necessary, adjust our expenditures for inventory, operating expenditures and capital expenditures to reflect the current market conditions and our projected sales and demand. Our capital expenditures are primarily directed towards manufacturing equipment, and can materially influence our available cash for other initiatives. During the quarters ended April 1, 2022 and April 2, 2021, we paid $173.8 million and $77.0 million, respectively, for capital expenditures. We expect our capital expenditures to be in the range of 12% to 14% of revenue in 2022 to expand our manufacturing capabilities to meet the market demands and further improve our manufacturing cost structure. Future capital expenditures may be impacted by events and transactions that are not currently forecasted.

Primary Cash Flow Sources

Our long-term cash generation is dependent on the ability of our operations to generate cash. Our cash flows from operating activities were $478.6 million and $218.5 million for the quarters ended April 1, 2022 and April 2, 2021, respectively. The increase of $260.1 million was primarily attributable to a significant increase in net income due to our strategy to focus on a product mix that yields higher margins combined with better economic conditions resulting in increased demand for our products. Our ability to maintain positive operating cash flows is dependent on, among other factors, our success in achieving our revenue goals and manufacturing and operating cost targets. Management of our assets and liabilities, including both working capital and long-term assets and liabilities, also influences our operating cash flows, and each of these components is discussed below.

Working Capital

Working capital, calculated as total current assets less total current liabilities, fluctuates depending on end-market demand and our effective management of certain items such as receivables, inventory and payables. Our working capital, excluding cash and cash equivalents and the current portion of long-term debt, was $1,326.6 million as of April 1, 2022, and has fluctuated between $1,326.6 million and $885.0 million at the end of each of our last eight fiscal quarters. Our working capital, including cash and cash equivalents and the current portion of long-term debt, was $2,801.3 million as of April 1, 2022, and has fluctuated between $2,801.3 million and $1,457.6 million at the end of each of our last eight fiscal quarters. We expect an increase in capital expenditures during 2022.

Long-Term Assets and Liabilities

Our long-term assets consist primarily of property, plant and equipment, intangible assets, deferred taxes and goodwill. Our manufacturing rationalization plans have included efforts to utilize our existing manufacturing assets and supply arrangements more efficiently. We have taken actions to add manufacturing capacity with the acquisition of GTAT during 2021 and with the expected completion of the acquisition of the East Fishkill, New York fabrication facilities and certain related assets and liabilities on or around December 31, 2022. In connection with divestiture activities, we have wafer supply agreements in place for a period of time such that there is no disruption in our current ability to meet the demand for our products.

Our long-term liabilities, excluding long-term debt and deferred taxes, consist of liabilities under our foreign defined benefit pension plans, operating lease liabilities and contingent tax reserves. With regard to our foreign defined benefit pension plans, our annual funding of these obligations is equal to the minimum amount legally required in each jurisdiction in which the plans operate. This annual amount is dependent upon numerous actuarial assumptions. For additional information, See Note 6: "Balance Sheet Information and Other" and Note 13: "Income Taxes" in the notes to our unaudited consolidated financial statements included elsewhere in this Form 10-Q.

Key Financing and Capital Events

Overview

Over the past several years, we have undertaken various measures to secure liquidity to pursue acquisitions, repurchase shares of our common stock, reduce interest costs, amend existing key financing arrangements and, in some cases, extend a portion of our debt maturities to continue to provide us additional operating flexibility.

Cash Management

Our ability to manage cash is limited, as our primary cash inflows and outflows are dictated by the terms of our sales and supply agreements, contractual obligations, debt instruments and legal and regulatory requirements. While we have some flexibility with respect to the timing of capital equipment purchases, we must invest in capital equipment on a timely basis to allow us to maintain our manufacturing efficiency and support our platforms for new products.

Debt Guarantees and Related Covenants

As of April 1, 2022, we were in compliance with the indentures relating to our 0% Notes, 3.875% Notes and 1.625% Notes and with covenants relating to our Term Loan "B" Facility and Revolving Credit Facility. The 0% Notes, 3.875% Notes and 1.625% Notes are senior to the existing and future subordinated indebtedness of onsemi and its guarantor subsidiaries, rank equally in right of payment to all of our existing and future senior debt and, as unsecured obligations, are subordinated to all of our existing and future secured debt to the extent of the assets securing such debt.

Recent Accounting Pronouncements

For a discussion of recent accounting pronouncements, see our 2021 Form 10-K and Note 3: "Recent Accounting Pronouncements" in the notes to our unaudited consolidated financial statements included elsewhere in this Form 10-Q.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no material changes in market risk from the information presented in Part II, Item 7A “Quantitative and Qualitative Disclosures About Market Risk,” in the 2021 Form 10-K.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act). Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of the end of the period covered in this report, our disclosure controls and procedures were effective to ensure that information required to be disclosed in reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the required time periods and is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting

We also carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of changes to our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) that occurred during the fiscal quarter ended April 1, 2022.

There have been no changes to our internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) that occurred during the fiscal quarter ended April 1, 2022 which have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II: OTHER INFORMATION

Item 1. Legal Proceedings

See Note 10: "Commitments and Contingencies" under the heading "Legal Matters" in the notes to the consolidated unaudited financial statements included elsewhere in this Form 10-Q for additional information on our legal proceedings and related matters. See also Part I, Item 1 "Business - Government Regulation" of the 2021 Form 10-K for information on certain environmental matters.

Item 1A. Risk Factors

Our business, financial condition and results of operations are subject to a number of trends, risks and uncertainties. We review and, where applicable, update our risk factors each quarter. There have been no material changes from the risk factors disclosed in Part I, Item 1A of the 2021 Form 10-K.

Forward-Looking Statements

This Quarterly Report on Form 10-Q includes "forward-looking statements," as that term is defined in Section 27A of the Securities Act and Section 21E of the Exchange Act. All statements, other than statements of historical facts, included or incorporated in this Form 10-Q could be deemed forward-looking statements, particularly statements about our plans, strategies and prospects under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations." Forward-looking statements are often characterized by the use of words such as "believes," "estimates," "expects," "projects," "may," "will," "intends," "plans" or "anticipates," or by discussions of strategy, plans or intentions. All forward-looking statements in this Form 10-Q are made based on our current expectations, forecasts, estimates and assumptions and involve risks, uncertainties and other factors that could cause results or events to differ materially from those expressed in the forward-looking statements. Certain factors that could affect our future results or events are described under Part I, Item 1A "Risk Factors" in the 2021 Form 10-K, in this Form 10-Q and from time to time in our other SEC reports. Readers are cautioned not to place undue reliance on forward-looking statements. We assume no obligation to update such information, except as may be required by law. You should carefully consider the trends, risks and uncertainties described in those reports and subsequent reports filed with or furnished to the SEC before making any investment decision with respect to our securities. If any of the following trends, risks or uncertainties actually occurs or continues, our business, financial condition or operating results could be materially adversely affected, the trading prices of our securities could decline and you could lose all or part of your investment. All forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by this cautionary statement.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

The following table provides information regarding repurchases of our common stock during the quarter ended April 1, 2022:

Period [1]	Total Number of Shares Purchased	Average Price Paid per Share ($)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar value of Shares that May Yet be Purchased Under the Plans or Programs (in millions) ($)
January 1, 2022 - January 28, 2022	—	—	—	1,295.8
January 29, 2022 - February 25, 2022	—	—	—	1,295.8
February 26, 2022 - April 1, 2022	—	—	—	1,295.8
Total	—	—	—	

(1) These time periods represent our fiscal month start and end dates for the first quarter of 2022.

Shares withheld to satisfy statutory tax withholding requirements related to the vesting of share-based awards are not issued or considered repurchases of our common stock under our Share Repurchase Program and, therefore, are excluded from the table above.

Share Repurchase Program

Under the Share Repurchase Program, we may repurchase up to $1.5 billion (exclusive of fees, commissions and other expenses) of our common stock from December 1, 2018 through December 31, 2022, subject to certain contingencies. Subject to the discretion of our board of directors, we may repurchase our common stock from time to time in privately negotiated transactions or open market transactions, including pursuant to a trading plan in accordance with Rule 10b5-1 and Rule 10b-18 of the Exchange Act, and the timing of any repurchases and the actual number of shares repurchased depend on a variety of factors, including our stock price, corporate and regulatory requirements, restrictions under our debt obligations and other market and economic conditions. There were no shares repurchased under the Share Repurchase Program during the quarter ended April 1, 2022.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

EXHIBIT INDEX

Exhibit No.	Exhibit Description*
10.1	Form of Annual Restricted Stock Unit Award Agreement under the ON Semiconductor Corporation Amended and Restated Stock Incentive Plan (2022 form agreement)(1)(2).
10.2	Form of Annual Performance-Based Restricted Stock Unit Award Agreement under the ON Semiconductor Corporation Amended and Restated Stock Incentive Plan (2022 form agreement)(1)(2).
10.3	Amended and Restated Employment Agreement, effective June 1, 2017, by and between Semiconductor Components Industries, LLC and George H. Cave (incorporated by reference to Exhibit 10.12 to the Company's Annual Report on Form 10-K filed with the Commission on February 21, 2018)(2).
10.4	Performance-Based Restricted Stock Units Award Agreement under the ON Semiconductor Corporation Amended and Restated Stock Incentive Plan (2021 form agreement for Tier I Employees) (incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q filed with the Commission on May 3, 2021)(2)
31.1	Certification by CEO pursuant to Rule 13(a)-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of Sarbanes-Oxley Act of 2002(1).
31.2	Certification by CFO pursuant to Rule 13(a)-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of Sarbanes-Oxley Act of 2002(1).
32	Certification by CEO and CFO pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002(3).
101.INS	XBRL Instance Document(1)
101.SCH	XBRL Taxonomy Extension Schema Document(1)
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document(1)
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document(1)
101.LAB	XBRL Taxonomy Extension Label Linkbase Document(1)
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document(1)
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

* Reports filed under the Exchange Act (Form 10-K, Form 10-Q and Form 8-K) are filed under File No. 000-30419 and File No. 001-39317.

† The Company has omitted certain schedules and exhibits pursuant to Item 601(b)(2) of Regulation S-K and, upon request by the Commission, agrees to furnish supplementally to the Commission a copy of any omitted schedule or exhibit.

(1) Filed herewith.

(2) Management contract or compensatory plan, contract or arrangement.

(3) Furnished herewith.

SIGNATURES

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

ON SEMICONDUCTOR CORPORATION
(Registrant)

Date: May 2, 2022

By: /s/ THAD TRENT

Thad Trent
Executive Vice President, Chief Financial Officer and Treasurer
(Principal Financial Officer and officer duly authorized to sign this report)

By: /s/ BERNARD R. COLPITTS, JR.

Bernard R. Colpitts, Jr.
Chief Accounting Officer
(Principal Accounting Officer and officer duly authorized to sign this report)

NOTICE OF GRANT OF RESTRICTED STOCK UNITS

Congratulations! You have been granted an Award of Restricted Stock Units (the "***Units***") by ***onsemi*** under the Amended and Restated Stock Incentive Plan (as amended and supplemented, the "***Plan***") as follows:

GRANTEE NAME: ____________
EMPLOYEE ID: ____________

NUMBER OF UNITS GRANTED
UPON VESTING: ____________

Each Unit is equivalent to one share of common stock of ON Semiconductor Corporation (the "***Company***") for purposes of determining the number of shares granted under the Plan. The Units are further subject to forfeiture prior to vesting. None of the Units will vest (nor will you have any rights as a stockholder with respect to the underlying shares) until each of the vesting dates described below and in the restricted stock unit award agreement attached as Exhibit A (the "***Grant Agreement***"). The number of unvested Units and underlying shares is subject to adjustment under Section 5.3 of the Plan and Section 6 of the Grant Agreement. Unless otherwise defined in this Notice of Grant of Restricted Stock Units (this "***Notice***"), capitalized terms that are defined in the Plan or in the Grant Agreement have the meanings ascribed to them in the Plan or the Grant Agreement. Additional terms of the Award are as follows:

GRANT NUMBER: ____________

GRANT DATE: ___________________

VESTING DATES: __ Units will vest on ______

__ Units will vest on ______

__ Units will vest on ______

You acknowledge and agree that this Notice (including the vesting schedule above) does not constitute an express or implied promise of continued engagement as an employee or consultant for the vesting period, for any other period or at all.

You will not receive any shares of common stock upon vesting unless and until the criteria set forth in the Grant Agreement, including in respect of tax matters, are satisfied. Please confirm your acceptance of this Award by signing below or, in the case of a Grant Agreement provided to you in electronic format, by following the instructions below:

1. Log in to your E*TRADE stock plan account
2. From the "Accounts" menu, click on "Stock Plan (ON)"
3. Click on "Action Items" (located on the right side of the screen)
4. Click on "Requires Acceptance"
5. Accept this Award by clicking the "ACCEPT" button

By your acceptance of this Award:

- you acknowledge receiving and reviewing this Notice, the Grant Agreement, the Plan and related documentation;
- you agree that the Units are granted under and governed by the terms and conditions of, and you agree to be bound by the terms of, this Notice and the Grant Agreement;
- you agree to accept as binding, conclusive and final all decisions or interpretations of the Plan administrator or any delegatee thereof; and
- **you consent to the collection, use and transfer, in electronic or other form, of your personal data as described in the Grant Agreement for the purposes of implementing, administering and managing your participation in the Plan.**

This Notice shall be interpreted and administered under the laws of the State of Delaware (without giving effect to the conflict of laws principles thereof) and upon acceptance shall be deemed to have been executed and delivered as of the grant date shown above.

GRANTEE

____
Name:

ON SEMICONDUCTOR CORPORATION

By: _______________
Name:
Title:

EXHIBIT A
RESTRICTED STOCK UNIT AWARD AGREEMENT

1. **Grant of Units.**

1.1. ON Semiconductor Corporation, a Delaware corporation (the "***Company***"), hereby grants to the grantee (the "***Grantee***") set forth in the Notice of Grant of Restricted Stock Units (the "***Notice***") an award of restricted stock units (the "***Units***"), as set forth in the Notice and subject to the terms and conditions in this Restricted Stock Unit Award Agreement (this "***Grant Agreement***"), the ON Semiconductor Corporation Amended and Restated Stock Incentive Plan, as amended from time to time (the "***Plan***"), and, if applicable, the Appendix described in Section 22. All capitalized terms used in this Grant Agreement shall have the meaning set forth in the Plan unless a contrary meaning is set forth in the Grantee's offer letter, employment agreement or comparable agreement, as amended from time to time (the "***Employment Agreement***").

1.2. Each Unit represents the right to receive one share of common stock of the Company ("***Stock***"), as adjusted in accordance with Section 6 hereof, on the applicable Vesting Date (as defined below) if and to the extent that the vesting conditions established by or pursuant to the Notice, this Grant Agreement and the Plan have been satisfied. Unless and until the Units vest, the Grantee will have no right to receive any shares of Stock (or any other payment or right) in connection with such Units. Prior to the actual distribution of shares of Stock in settlement of any vested Units, if applicable, such Units represent unsecured obligations of the Company, payable (if at all) only from the general assets of the Company.

2. **Company Obligations.** Subject to this Section 2 and Section 3 below, the vesting of Units on each scheduled vesting date set forth in the Notice (each, a "***Vesting Date***") shall be subject to the Grantee's continuous service as an employee, consultant or other applicable service provider from the grant date (as set forth in Notice) (the "***Grant Date***") to such Vesting Date (the "***Service Condition***"). Employment or service for only a portion of the vesting period described in the prior sentence, even if a substantial portion, will not entitle the Grantee to any proportionate vesting or avoid or mitigate a termination of rights or benefits upon or following a termination of employment or services as stated in Section 3 below or in the Plan.

3. **Termination of Employment or Services.** Subject to the provisions of any Employment Agreement between the Grantee and the Company (or one of its affiliates), if the Grantee terminates employment with the Company for any reason (including upon a termination for Cause), or otherwise ceases to perform services for the Company, any unvested Units will be canceled and forfeited as of the date of the Grantee's termination of employment or service. In other words, subject to the terms of any Employment Agreement between the Grantee and the Company (or one of its affiliates), the Grantee must be employed by, or performing services for, the Company on the applicable Vesting Date to receive any payment for the Units that are scheduled to vest on such applicable Vesting Date.

4. **Time and Form of Payment.** Subject to the provisions of this Grant Agreement and the Plan, as Units vest on the applicable Vesting Dates, as the case may be, the Company will deliver to the Grantee the same number of whole shares of Stock, rounded up or down. Subject to Section 20 below, the Company shall deliver the vested shares of Stock (if any) within 15 days of the applicable Vesting Date.

5. **Nontransferability.** The Units granted by this Grant Agreement shall not be transferable by the Grantee or any other person claiming through the Grantee, either voluntarily or involuntarily, except by will or the laws of descent and distribution or as otherwise provided under Article 12 of the Plan.

6. Adjustments. In the event of a stock dividend or in the event the Stock shall be changed into or exchanged for a different number or class of shares of stock of the Company or of another corporation, whether through reorganization, recapitalization, stock split-up, combination of shares, merger or consolidation or other similar corporate change, the Award shall be subject to adjustment, as set forth in Section 5.3 of the Plan.

7. Delivery of Shares. No shares of Stock shall be delivered under this Grant Agreement until: (i) the Units vest pursuant to the schedule set forth in Section 2 or pursuant to Section 3 above, as the case may be; (ii) approval of any governmental authority required in connection with this Grant Agreement, or the issuance of shares of Stock thereunder, has been received by the Company; (iii) if required by the Human Capital and Compensation Committee of the Board of Directors of the Company (the "***Committee***"), the Grantee has delivered to the Company documentation (in form and content acceptable to the Company in its sole and absolute discretion) to assist the Company in concluding that the issuance to the Grantee of any shares of Stock under this Grant Agreement would not violate the Securities Act of 1933, as amended (the "***Securities Act***"), or any other applicable federal, state or local securities or other laws or regulations; (iv) the Grantee has complied with Section 13 below, in order for the proper provision for required tax withholdings to be made; and (v) the Grantee has executed and returned this Grant Agreement to the Company (which, in the case of a Grant Agreement provided to the Grantee in electronic format, requires that the Grantee click the "ACCEPT" button). This Grant Agreement must be executed by the Grantee within 150 days following the Grant Date, unless otherwise determined by the Committee.

8. Securities Act. The Company shall not be required to deliver any shares of Stock pursuant to the vesting of Units if, in the opinion of counsel for the Company, such issuance would violate the Securities Act or any other applicable federal, state or local securities laws or regulations.

9. Voting and Other Stockholder Related Rights. The Grantee will have no voting rights or any other rights as a stockholder of the Company (e.g., no rights to cash dividends) with respect to unvested Units until the Units become vested and the Company issues shares of Stock to the Grantee.

10. Delivery of Documents and Notices. Any document relating to participation in the Plan or any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Grant Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any, provided for the Grantee by the Company or an Affiliate, or upon deposit in the U.S. Post Office or foreign postal service, or with a nationally recognized overnight courier service, with postage and fees prepaid, addressed to the other party at the current address on file with the Company or at such other address as such party may designate in writing from time to time to the other party.

10.1 Description of Electronic Delivery. The Plan documents – which may include but do not necessarily include the Plan, a grant notice, this Grant Agreement, any prospectus delivered pursuant to the Plan or applicable law and any reports of the Company provided generally to the Company's stockholders – may be delivered to the Grantee electronically. In addition, the Grantee may deliver electronically any grant notice and this Grant Agreement to the Company or to such third party involved in administering the Plan as the

Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other means of electronic delivery specified by the Company.

10.2 Consent to Electronic Delivery. The Grantee acknowledges that the Grantee has read Section 10.1 above, and consents to the electronic delivery of the Plan documents and any grant notice, as described in Section 10.1. The Grantee acknowledges that the Grantee may receive from the Company a paper copy of any documents delivered electronically at no cost to the Grantee by contacting the Company by telephone or in writing.

11. Administration. This Grant Agreement is subject to the terms and conditions of the Plan and the Plan shall in all respects be administered by the Committee in accordance with the terms and provisions of the Plan. The Committee shall have the sole and complete discretion with respect to all matters reserved to it by the Plan and decisions of the majority of the Committee with respect to the Plan and this Grant Agreement shall be final and binding upon the Grantee and the Company. In the event of any conflict between the terms and conditions of this Grant Agreement and the Plan, the provisions of the Plan shall control.

12. Continuation of Employment or Services. This Grant Agreement shall not be construed to confer upon the Grantee any right to continue employment with, or to provide services to, the Company and shall not limit the right of the Company, in its sole and absolute discretion, to terminate the Grantee's employment or services at any time.

13. Responsibility for Taxes and Withholdings. The Grantee acknowledges that, regardless of any action the Company or the Grantee's actual employer (the "***Employer***") takes with respect to any or all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and legally applicable to the Grantee (the "***Tax-Related Items***"), the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and may exceed the amount actually withheld by the Company or the Employer. The Grantee further acknowledges that the Company and/or the Employer: (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Units, including the grant of the Units, the vesting of Units, the conversion of the Units into shares of Stock or the receipt of an equivalent cash payment, the subsequent sale of any shares of Stock acquired at vesting and the receipt of any dividends and/or dividend equivalents; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Units to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee has become subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, the Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax-withholding event, as applicable, the Grantee shall pay, or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy, all Tax-Related Items. In this regard, pursuant to Article 16 of the Plan, if permissible under local law and subject to any restrictions provided by the Committee prior to the vesting of the shares of Stock, the Grantee authorizes the Company or the Employer, or their respective agents, to withhold all applicable Tax-Related Items in shares of Stock to be issued upon vesting/settlement of the Units. Alternatively, or in addition, subject to any restrictions provided by the Committee prior to the vesting of the shares of Stock, the Grantee authorizes the Company and/or the Employer, or their respective agents, to satisfy the obligations with regard to all Tax-

Related Items by one or a combination of the following: (i) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or the Employer; (ii) withholding from proceeds of the sale of shares of Stock acquired upon vesting/settlement of the Units either through a voluntary sale or through a mandatory sale arranged by the Company (on the Grantee's behalf pursuant to this authorization); (iii) personal check or other cash equivalent acceptable to the Company; or (iv) any other means as determined appropriate by the Company or the Committee.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or such greater amounts not to exceed the maximum statutory rate necessary, in the applicable jurisdiction, to satisfy federal, state and local withholding tax requirements (but only if withholding at a rate greater than the minimum statutory rate will not result in adverse financial or accounting consequences for the Company). In the event that the Company withholds an amount for Tax-Related Items that exceeds the maximum withholding amount under applicable law, the Grantee shall receive a refund of such over-withheld amount in cash and shall have no entitlement to an equivalent amount in Stock. If the obligation for Tax-Related Items is satisfied by withholding a number of shares of Stock as described herein, for tax purposes, the Grantee shall be deemed to have been issued the full number of shares of Stock subject to the Award, notwithstanding that a number of the shares of Stock are held back solely for the purpose of paying the Tax-Related Items due as a result of the Grantee's participation in the Plan.

Finally, the Grantee shall pay to the Company or to the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver shares of Stock or the proceeds of the sale of shares of Stock if the Grantee fails to comply with his or her obligation in connection with the Tax-Related Items.

14. Amendments. Unless otherwise provided in the Plan or this Grant Agreement, this Grant Agreement may be amended only by a written agreement executed by the Company and the Grantee.

15. Integrated Agreement. Any grant notice, this Grant Agreement and the Plan shall constitute the entire understanding and agreement of the Grantee and the Company with respect to the subject matter contained herein or therein and supersedes any prior agreements, understandings, restrictions, representations or warranties between the Grantee and the Company with respect to such subject matter other than those as set forth or provided for herein or therein. To the extent contemplated herein or therein, the provisions of any grant notice and this Grant Agreement shall survive any settlement of the Award and shall remain in full force and effect.

16. Severability. If one or more of the provisions of this Grant Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provisions shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Grant Agreement to be construed so as to foster the intent of this Grant Agreement and the Plan.

17. Counterparts. Any grant notice and this Grant Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. <u>Governing Law and Venue</u>. This Grant Agreement shall be interpreted and administered under the laws of the State of Delaware. For purposes of litigating any dispute that arises under this grant or this Grant Agreement, the parties hereby submit to and consent to the jurisdiction of the State of Arizona, and agree that such litigation shall be conducted in the courts of Maricopa County, Arizona, or the federal courts for the United States for the District of Arizona, where this grant is made and/or to be performed.

19. <u>Other</u>. The Grantee represents that the Grantee has read and is familiar with the provisions of the Plan and this Grant Agreement, and hereby accepts the Award subject to all of their terms and conditions. This Agreement shall be deemed to have been accepted and signed by the Grantee and the Company as of the Grant Date upon the Grantee's online acceptance or deemed acceptance as set forth in the Notice or otherwise agreed in writing by the Grantee.

20. <u>Section 409A Compliance</u>. Section 409A of the Code imposes an additional 20% tax, plus interest, on payments from "non-qualified deferred compensation plans." Certain payments under this Grant Agreement could be considered to be payments under a "non-qualified deferred compensation plan." The additional 20% tax and interest do not apply if the payment qualifies for an exception to the requirements of Section 409A or complies with the requirements of Section 409A. The Company believes, but does not and cannot warrant or guaranty, that the payments due pursuant to this Grant Agreement comply with, or are exempt from, the requirements of Section 409A. Notwithstanding anything to the contrary in this Grant Agreement, if the Company determines that neither the short-term deferral exception nor any other exception to Section 409A applies to the payments due pursuant to this Grant Agreement, to the extent any payments are due on the Grantee's termination of employment, the term "termination of employment" shall mean "separation from service" as defined in Treasury Regulation Section 1.409A-1(h) and to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A, a Change in Control shall not be deemed to have occurred unless and until a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5)(i) has occurred. In addition, if the Grantee is a "specified employee" (as defined in Treasury Regulation Section 1.409A-1(i)) and any payments due pursuant to this Grant Agreement are payable on the Grantee's "separation from service," then such payments shall be paid on the first business day following the expiration of the six-month period following the Grantee's "separation from service." This Grant Agreement shall be operated in compliance with Section 409A or an exception thereto and each provision of this Grant Agreement shall be interpreted, to the extent possible, to comply with Section 409A or to qualify for an applicable exception. The Grantee remains solely responsible for any adverse tax consequences imposed upon the Grantee by Section 409A.

21. <u>Confidentiality; Reaffirmation of Restrictive Covenants; Violation</u>.

21.1 <u>Confidentiality of Agreement</u>. The Grantee acknowledges and agrees that the terms of this Grant Agreement are considered proprietary information of the Company. The Grantee hereby agrees that Grantee shall maintain the confidentiality of these matters to the fullest extent permitted by law and shall not disclose them to any third party.

21.2 <u>Exceptions</u>. There are limited exceptions to the above confidentiality requirement if the Grantee is providing information to government agencies, including but not limited to the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration (or its state equivalent) and the Securities and Exchange Commission. This Grant Agreement does not limit the Grantee's ability to communicate with any government agencies regarding matters within their jurisdiction or otherwise participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or other information, without notice, to the government agencies. Nothing in this Grant Agreement shall prevent the Grantee from disclosing confidential information or trade secrets that: (i) is made: (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an 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 filed in a lawsuit or other proceeding, if such filing is made under seal. In the event that the Grantee files a lawsuit alleging retaliation by the Company for reporting a suspected violation of law, the Grantee may disclose confidential information or trade secrets related to the suspected violation of law or alleged retaliation to the Grantee's attorney and use the confidential information or trade secrets in the court proceeding if the Grantee or the Grantee's attorney: (x) files any document containing confidential information or trade secrets under seal; and (y) does not disclose the confidential information or trade secrets, except pursuant to court order. The Company provides this notice in compliance with, among others, the Defend Trade Secrets Act of 2016.

21.3 **Reaffirmation of Restrictive Covenants.** By accepting this Award, the Grantee reaffirms his or her obligation to comply with the confidentiality, non-competition, non-solicitation, non-disclosure, confidential information and similar restrictive covenant provisions set forth in the Employment Agreement or any other agreement to which the Grantee and the Company or any Affiliate are parties.

21.4 **Violation.** If the Grantee violates the confidentiality provisions of this Section 21, or the restrictive covenant provisions contained in the Employment Agreement or any other agreement to which the Grantee and the Company or any Affiliate are parties (e.g., non-competition provisions, non-solicitation provisions, non-disclosure provisions, confidential information provisions, etc.), the Company, without waiving any other remedy available, may revoke this Award without further obligation or liability, and the Grantee may be subject to disciplinary action, up to and including the Company's termination of the Grantee's employment.

22. **Appendix**. Notwithstanding any provisions in this Grant Agreement, the grant of the Units shall be subject to any special terms and conditions set forth in any appendix (or any appendices) to this Grant Agreement for the Grantee's country (the "***Appendix***"). Moreover, if the Grantee relocates to one of the countries included in the Appendix, the special terms and conditions for such country will apply to the Grantee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Grant Agreement.

23. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Grantee's participation in the Plan, on the Units and on any shares of Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Further, the Award and profits under this Grant Agreement are subject to the Company's compensation recovery policy or policies (and related Company practices) as such may be in effect from time to time, whether or not such policies were adopted in response to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as amended, and similar or related laws, rules and regulations. In addition to the Company's compensation recovery policy or policies, and notwithstanding anything in the Plan or any Employment Agreement to the contrary, the Company may require the Grantee to forfeit all or a portion of any unvested Units and any shares of Stock delivered pursuant to this Grant Agreement if: (i) the

Grantee’s employment is terminated for Cause; or (ii) the Committee, in its sole and absolute discretion, determines that the Grantee engaged in serious misconduct that results or might reasonably be expected to result in financial or reputational harm to the Company. The Grantee agrees to fully cooperate with the Company in assuring compliance with the provisions of this Section 23 and such compensation recovery policies and the provisions of applicable law, including, but not limited to, promptly returning any compensation subject to recovery by the Company pursuant to the provisions of this Section 23, such policies and applicable law.

24. Data Privacy. ***The Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in this Grant Agreement by and among, as applicable, the Employer and the Company and its subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that the Company and the Employer may hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address and telephone number, date of birth, social insurance number, passport number, or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Units or any other entitlement to shares awarded, canceled, vested, unvested or outstanding in the Grantee’s favor, for the purpose of implementing, administering and managing the Plan (“Data”).***

The Grantee understands that Data may be transferred to such stock plan service provider (or providers) as may be selected by the Company which is (or are) assisting in the implementation, administration and management of the Plan and awards granted thereunder. The Grantee understands that these recipients of Data may be located in the United States, or elsewhere, and that the recipients’ country (e.g., the United States) may have different data privacy laws and protections than the Grantee’s country. The Grantee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Grantee's local human resources representative. The Grantee hereby authorizes the Company and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan and awards granted thereunder to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Grantee's participation in the Plan.

The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. The Grantee understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Grantee's local human

resources representative. The Grantee understands, however, that refusing or withdrawing his or her consent may affect the Grantee's ability to participate in the Plan and the Grantee's continued eligibility for this Award or eligibility to be granted any other awards under the Plan. For more information on the consequences of the Grantee's refusal to consent or withdrawal of consent, the Grantee understands that he or she may contact his or her local human resources representative.

Exhibit 10.2

NOTICE OF GRANT OF PERFORMANCE-BASED RESTRICTED STOCK UNITS

Congratulations! You have been granted an Award of Performance-Based Restricted Stock Units (the "***Units***") by ***onsemi*** under the Amended and Restated Stock Incentive Plan (as amended and supplemented, the "***Plan***") as follows:

GRANTEE NAME: ____________
EMPLOYEE ID: ____________

TARGET NUMBER OF UNITS GRANTED UPON TARGET ACHIEVEMENT OF ALL PERFORMANCE CRITERIA: ____________ (the "***Aggregate Target Units***")__

Each Unit is equivalent to one share of common stock of ON Semiconductor Corporation (the "***Company***") for purposes of determining the number of shares granted under the Plan. The Units are further subject to forfeiture prior to vesting. None of the Units will vest (nor will you have any rights as a stockholder with respect to the underlying shares) until you satisfy the vesting conditions described below and in the performance-based restricted stock unit award agreement attached as Exhibit A (the "***Grant Agreement***"). The number of unvested Units and underlying shares is subject to adjustment under Section 5.3 of the Plan and Section 6 of the Grant Agreement. Unless otherwise defined in this Notice of Grant of Performance-Based Restricted Stock Units (this "***Notice***"), capitalized terms that are defined in the Plan or in the Grant Agreement have the meanings ascribed to them in the Plan or the Grant Agreement. Additional terms of the Award are as follows:

GRANT DATE: ________

VESTING DATES: Subject to Section 3 of the Grant Agreement, the applicable number of Units actually earned based on achievement of the Performance Criteria set forth below (the "***Earned Units***") will vest on each of: (i) the later of date immediately following the First Determination Date and the date immediately following the filing of the Annual Report on Form 10-K for the fiscal year ending December 31, [*YEAR 1*], (ii) the date immediately following the Second Determination Date, and (iii) the date immediately following the Third Determination Date. The applicable number of Earned Units to vest on each such date will be determined following the application of footnotes 1 and 2 below.

PERFORMANCE PERIOD: **January 1,** [*YEAR 1*] **to December 31,** [*YEAR 1*]

PERFORMANCE CRITERIA:

Performance Criteria Component(2)(3)	Weighting(2) (3)	Stretch (Applicable Upside Percentage)(1)(2)(3)	Target (100%)(2)(3)	Threshold (0%)(2)(3)
[*Revenue*]	16.667% of Aggregate Target Units	[___]	[___]	[___]
[*Gross Margin*]	16.667% of Aggregate Target Units	[___]	[___]	[___]
[*Operating Income*]	16.667% of Aggregate Target Units	[___]	[___]	[___]
[*New Products*]	16.667% of Aggregate Target Units	[___]	[___]	[___]
ESG – Baseline Scope 1, 2 and 3	5.555% of Aggregate Target Units for each of Scope 1, 2 and 3 (for an aggregate of 16.665%)	[___]	[___]	[___]
ESG – Establish Customer Experience Program	16.667% of Aggregate Target Units	[___]	[___]	[___]

(1) "***Applicable Upside Percentage***" means (i) with respect to the first three Performance Criteria Components (i.e., the Revenue component, the Gross Margin component and the Operating Income component), 150%, and (ii) with respect to the last three Performance Criteria Components (i.e., the New Products component, the ESG-Baseline Scope 1, 2 and 3 component and the ESG-Customer Experience Program component), 200%.

(2) With respect to each Performance Criteria Component described above, the applicable number of Units earned (based on Weighting) will be achieved as follows (subject to the TSR Modifier adjustment set forth in footnote 3):

(a) 100% if the Performance Criteria Component is achieved at the applicable Target, but below the applicable Stretch;
(b) 0% if the Performance Criteria Component is achieved (x) at or less than the applicable Threshold for the Revenue component, the Gross Margin component, the Operating Income component, the New Products component or the ESG – Customer Experience Program component, and/or (y) if the baseline is not established for a Scope for the ESG – Baseline Scope 1, 2 and 3 component;

(c) the Applicable Upside Percentage if the Performance Criteria Component is achieved at or above the applicable Stretch; and/or

(d) at a percentage to be determined based on straight-line linear interpolation between (x) the applicable Target and the applicable Threshold if the Performance Criteria Component is achieved between the applicable Target and the applicable Threshold, or (y) the Applicable Upside Percentage and the applicable Target if the Performance Criteria Component is achieved between the applicable Stretch and the applicable Target.

(3) Following the calculation under footnote 2 above, 1/3 of the units deemed earned under footnote 2 for each of the first three Performance Criteria Components (i.e., the Revenue component, the Gross Margin component and the Operating Income component) shall be further adjusted on each of the First Determination Date, the Second Determination Date and the Third Determination Date, as applicable, by a TSR Modifier. The resulting amount of units (following application of the TSR Modifier) will vest and constitute the Earned Units for the applicable Determination Date. At each such Determination, the "***TSR Modifier***" shall be implemented such that:

(a) 1/3 of the Units determined to be earned in accordance with footnote 2 above for the three applicable Performance Criteria Components will be multiplied at each such Determination Date by the following (and the resulting amount will be the applicable number of Earned Units that will vest on the date immediately following such Determination Date):

(i) 150%, if the Company's Relative TSR for the applicable TSR Performance Period is equal to or greater than the 75th percentile;

(ii) 100%, if the Company's Relative TSR for the applicable TSR Performance Period is (x) equal to or greater than the 25th percentile, but also (y) equal to or less than the 50th percentile;

(iii) a percentage determined based on straight-line linear interpolation, if the Company's Relative TSR for the applicable TSR Performance Period is (x) greater than the 50th percentile, but also (y) less than the 75th percentile; and

(iv) 50%, if the Company's Relative TSR for the applicable TSR Performance Period is less than the 25th percentile;

(b) the applicable "***TSR Performance Period***" (i) for the Determination at the First Determination Date, will be January 1, [*YEAR 1*] to December 31, [*YEAR 1*]; (ii) for the Determination at the Second Determination Date, will be January 1, [*YEAR 1*] to December 31, [*YEAR 2*]; and (iii) for the Determination at the Third Determination Date, will be January 1, [*YEAR 1*] to December 31, [*YEAR 3*];

(c) "***Relative TSR***" shall mean the Company's Total Shareholder Return as compared to the Total Shareholder Return of the group of companies listed on Appendix 1 (the "***TSR Companies***"). For this purpose, "***TSR***" or "***Total Shareholder Return***" for the Company and the TSR Companies will be calculated by adding any dividends paid by the Company (or such other companies) to the change in value of the Stock (or the TSR Companies' common stock) as between the applicable Beginning Stock Price and applicable Ending Stock Price. The change in value shall be measured by comparing the applicable "***Beginning Stock Price***" and the applicable "***Ending Stock Price***;" and

(d) at each Determination, (i) the "***Beginning Stock Price***" shall be the average closing price of the Stock (or the common stock of the TSR Companies) for the fiscal quarter ending on the day immediately preceding the start of the applicable TSR Performance Period; and (ii) the "***Ending Stock Price***" shall be the average closing price of the Stock (or the common stock of the TSR Companies) for the fiscal quarter ending on the last day of the applicable TSR Performance Period, except that if a Change in Control occurs during the applicable TSR Performance Period, (x) following which the Stock is no longer listed for trading on NASDAQ or another U.S. national securities trading exchange, and (y) in connection with a merger, acquisition or other transaction from which the value of a share of Stock is determinable as of the effective time of such Change in Control, then the "***Ending Stock Price***" for any TSR Performance Period which has not ended shall be based on the value of a share of Stock under the applicable transaction agreement relating to such Change in Control.

For illustrative purposes only (and with no effect on this Grant Agreement or actual vesting), attached as Appendix 2 is an illustration of the implementation of an illustrative grant.

[*Performance Component Criteria calculation methods omitted*]

Satisfaction of the applicable Performance Criteria noted above and the application of the applicable TSR Modifier (as applicable) shall be certified by the Human Capital and Compensation Committee (each such certification, a "*Determination*"):

(a) **with respect to each of the Performance Criteria Components in the chart above and the first TSR Performance Period, no later than the date that the Company files its Annual Report on Form 10-K for the fiscal year ending December 31, [*YEAR 1*] with the Securities and Exchange Commission (the "*First Determination Date*");**

(b) **with respect to the second TSR Performance Period, no later than the date that the Company files its Annual Report on Form 10-K for the fiscal year ending December 31, [*YEAR 2*] with the Securities and Exchange Commission (the "*Second Determination Date*"); and**

(c) **with respect to the third TSR Performance Period, no later than the date that the Company files its Annual Report on Form 10-K for the fiscal year ending December 31, [*YEAR 3*] with the Securities and Exchange Commission (the "*Third Determination Date*", and, together with the First Determination Date and the Second Determination Date, the "*Determination Dates*").**

Any Units that are not earned in accordance with the Performance Criteria noted above will be forfeited on the date of the Determination.

You acknowledge and agree that this Notice (including the vesting schedule above) does not constitute an express or implied promise of continued engagement as an employee or consultant for the vesting period, for any other period or at all.

You will not receive any shares of common stock upon vesting unless and until the criteria set forth in the Grant Agreement, including in respect of tax matters, are satisfied. Please confirm your acceptance of this Award by signing below or, in the case of a Grant Agreement provided to you in electronic format, by following the instructions below:

1. Log in to your E*TRADE stock plan account
2. From the "Accounts" menu, click on "Stock Plan (ON)"
3. Click on "Action Items" (located on the right side of the screen)
4. Click on "Requires Acceptance"
5. Accept this Award by clicking the "ACCEPT" button

By your acceptance of this Award:

- you acknowledge receiving and reviewing this Notice, the Grant Agreement, the Plan and related documentation;
- you agree that the Units are granted under and governed by the terms and conditions of, and you agree to be bound by the terms of, this Notice and the Grant Agreement;
- you agree to accept as binding, conclusive and final all decisions or interpretations of the Plan administrator or any delegatee thereof; and
- **you consent to the collection, use and transfer, in electronic or other form, of your personal data as described in the Grant Agreement for the purposes of implementing, administering and managing your participation in the Plan.**

This Notice shall be interpreted and administered under the laws of the State of Delaware (without giving effect to the conflict of laws principles thereof) and upon acceptance shall be deemed to have been executed and delivered as of the grant date shown above.

GRANTEE

Name:

ON SEMICONDUCTOR CORPORATION

By:
Name:
Title:

EXHIBIT A
PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT

1. **<u>Grant of Units</u>.**

1.1. ON Semiconductor Corporation, a Delaware corporation (the "***Company***"), hereby grants to the grantee (the "***Grantee***") set forth in the Notice of Grant of Performance-Based Restricted Stock Units (the "***Notice***") an award of performance-based restricted stock units (the "***Units***"), as set forth in the Notice and subject to the terms and conditions in this Performance-Based Restricted Stock Unit Award Agreement (this "***Grant Agreement***"), the ON Semiconductor Corporation Amended and Restated Stock Incentive Plan, as amended from time to time (the "***Plan***"), and, if applicable, the Appendix described in Section 22. All capitalized terms used in this Grant Agreement shall have the meaning set forth in the Plan unless a contrary meaning is set forth in the Grantee's offer letter, employment agreement or comparable agreement, as amended from time to time (the "***Employment Agreement***").

1.2. Each Unit represents the right to receive one share of common stock of the Company ("***Stock***"), as adjusted in accordance with Section 6 hereof, on the applicable Vesting Date (as defined below) if and to the extent that the vesting conditions established by or pursuant to the Notice, this Grant Agreement and the Plan have been satisfied. Unless and until the Units vest, the Grantee will have no right to receive any shares of Stock (or any other payment or right) in connection with such Units. Prior to the actual distribution of shares of Stock in settlement of any vested Units, if applicable, such Units represent unsecured obligations of the Company, payable (if at all) only from the general assets of the Company.

2. **<u>Company Obligations</u>.**

2.1 Subject to this Section 2 and Section 3 below, the vesting of Units on each scheduled vesting date set forth in the Notice (each, a "***Vesting Date***") shall be subject to (i) the Grantee's continuous service as an employee, consultant or other applicable service provider from the grant date (as set forth in Notice) (the "***Grant Date***") to such Vesting Date (the "***Service Condition***"), and (ii) satisfaction of the performance criteria prior to such Vesting Date as described below and in the Notice. Employment or service for only a portion of the vesting period described in the prior sentence, even if a substantial portion, will not entitle the Grantee to any proportionate vesting or avoid or mitigate a termination of rights or benefits upon or following a termination of employment or services as stated in Section 3 below or in the Plan.

2.2 For each scheduled Vesting Date, there shall be designated an associated performance period (each, a "***Performance Period***") that ends no later than such Vesting Date and shall establish performance targets applicable to such Performance Period. The Human Capital and Compensation Committee of the Board of Directors of the Company (the "***Committee***") shall establish (a) performance targets applicable to such Performance Period, and (b) a methodology for determining the percentage of target number of Units (the "***Target***") that would vest on the applicable Vesting Date based on the relative achievement of such performance targets (the "***Performance Criteria***"). Performance Criteria shall be communicated to the Grantee promptly after being established by the Committee.

2.3 The Committee hereby delegates to the applicable executives set forth in the Notice the ability to determine in good faith whether, and to what extent, the Performance Criteria set forth in this Grant Agreement have been achieved and the applicable crediting percentage (in accordance with the methodology established by the Committee) for purposes of providing the applicable number of Units that will vest and for which the Grantee will receive shares of Stock; <u>provided</u>, <u>however</u>, that only the Committee shall be entitled to make such determinations in respect of any grants of Units to the Chief Executive Officer of the Company or any senior executives of the Company (as used in the charter of the Committee).

3. **Termination of Employment or Services.** Subject to the provisions of any Employment Agreement between the Grantee and the Company (or one of its affiliates), if the Grantee terminates employment with the Company for any reason (including upon a termination for Cause), or otherwise ceases to perform services for the Company, any unvested Units will be canceled and forfeited as of the date of the Grantee's termination of employment or service. In other words, subject to the terms of any Employment Agreement between the Grantee and the Company (or one of its affiliates), the Grantee must be employed by, or performing services for, the Company on the applicable Vesting Date to receive any payment for the Units that are scheduled to vest on such applicable Vesting Date.

4. **Time and Form of Payment.** Subject to the provisions of this Grant Agreement and the Plan, as Units vest on the applicable Vesting Dates, as the case may be, the Company will deliver to the Grantee the same number of whole shares of Stock, rounded up. Subject to Section 20 below, the Company shall deliver the vested shares of Stock (if any) within 15 days of the applicable Vesting Date. Any Units that do not vest on the applicable Vesting Date shall terminate as of the last day of the associated Performance Period.

5. **Nontransferability.** The Units granted by this Grant Agreement shall not be transferable by the Grantee or any other person claiming through the Grantee, either voluntarily or involuntarily, except by will or the laws of descent and distribution or as otherwise provided under Article 12 of the Plan.

6. **Adjustments.** In the event of a stock dividend or in the event the Stock shall be changed into or exchanged for a different number or class of shares of stock of the Company or of another corporation, whether through reorganization, recapitalization, stock split-up, combination of shares, merger or consolidation or other similar corporate change, the Award shall be subject to adjustment, as set forth in Section 5.3 of the Plan.

7. **Delivery of Shares.** No shares of Stock shall be delivered under this Grant Agreement until: (i) the Units vest pursuant to the schedule set forth in Section 2 or pursuant to Section 3 above, as the case may be; (ii) approval of any governmental authority required in connection with this Grant Agreement, or the issuance of shares of Stock thereunder, has been received by the Company; (iii) if required by the Committee, the Grantee has delivered to the Company documentation (in form and content acceptable to the Company in its sole and absolute discretion) to assist the Company in concluding that the issuance to the Grantee of any shares of Stock under this Grant Agreement would not violate the Securities Act of 1933, as amended (the "***Securities Act***"), or any other applicable federal, state or local securities or other laws or regulations; (iv) the Grantee has complied with Section 13 below, in order for the proper provision for required tax withholdings to be made; and (v) the Grantee has executed and returned this Grant Agreement to the Company (which, in the case of a Grant Agreement provided to the Grantee in electronic format, requires that the Grantee click the "ACCEPT" button). This Grant Agreement must be executed by the Grantee within 150 days following the Grant Date, unless otherwise determined by the Committee.

8. **Securities Act.** The Company shall not be required to deliver any shares of Stock pursuant to the vesting of Units if, in the opinion of counsel for the Company, such issuance would violate the Securities Act or any other applicable federal, state or local securities laws or regulations.

9. **Voting and Other Stockholder Related Rights.** The Grantee will have no voting rights or any other rights as a stockholder of the Company (e.g., no rights to cash dividends) with respect to unvested Units until the Units become vested and the Company issues shares of Stock to the Grantee.

10. **Delivery of Documents and Notices.** Any document relating to participation in the Plan or any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Grant Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any, provided for the Grantee by the Company or an Affiliate, or upon deposit in the U.S. Post Office or foreign postal service, or with a nationally recognized overnight courier service, with postage and fees prepaid, addressed to the

other party at the current address on file with the Company or at such other address as such party may designate in writing from time to time to the other party.

10.1 Description of Electronic Delivery. The Plan documents – which may include but do not necessarily include the Plan, a grant notice, this Grant Agreement, any prospectus delivered pursuant to the Plan or applicable law and any reports of the Company provided generally to the Company's stockholders – may be delivered to the Grantee electronically. In addition, the Grantee may deliver electronically any grant notice and this Grant Agreement to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other means of electronic delivery specified by the Company.

10.2 Consent to Electronic Delivery. The Grantee acknowledges that the Grantee has read Section 10.1 above, and consents to the electronic delivery of the Plan documents and any grant notice, as described in Section 10.1. The Grantee acknowledges that the Grantee may receive from the Company a paper copy of any documents delivered electronically at no cost to the Grantee by contacting the Company by telephone or in writing.

11. Administration. This Grant Agreement is subject to the terms and conditions of the Plan and the Plan shall in all respects be administered by the Committee in accordance with the terms and provisions of the Plan. The Committee shall have the sole and complete discretion with respect to all matters reserved to it by the Plan and decisions of the majority of the Committee with respect to the Plan and this Grant Agreement shall be final and binding upon the Grantee and the Company. In the event of any conflict between the terms and conditions of this Grant Agreement and the Plan, the provisions of the Plan shall control.

12. Continuation of Employment or Services. This Grant Agreement shall not be construed to confer upon the Grantee any right to continue employment with, or to provide services to, the Company and shall not limit the right of the Company, in its sole and absolute discretion, to terminate the Grantee's employment or services at any time.

13. Responsibility for Taxes and Withholdings. The Grantee acknowledges that, regardless of any action the Company or the Grantee's actual employer (the "***Employer***") takes with respect to any or all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and legally applicable to the Grantee (the "***Tax-Related Items***"), the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and may exceed the amount actually withheld by the Company or the Employer. The Grantee further acknowledges that the Company and/or the Employer: (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Units, including the grant of the Units, the vesting of Units, the conversion of the Units into shares of Stock or the receipt of an equivalent cash payment, the subsequent sale of any shares of Stock acquired at vesting and the receipt of any dividends and/or dividend equivalents; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Units to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee has become subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, the Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax-withholding event, as applicable, the Grantee shall pay, or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy, all Tax-Related Items. In this regard, pursuant to Article 16 of the Plan, if permissible under local law and subject to any restrictions provided by the Committee prior to the vesting of the shares of Stock, the Grantee authorizes the Company or the Employer, or their respective agents, to withhold all applicable Tax-Related Items in shares of Stock to be issued upon vesting/settlement of the Units. Alternatively, or in addition, subject to any restrictions provided by the Committee prior to the vesting of the shares of Stock, the Grantee authorizes the Company and/or the Employer, or their respective agents, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following: (i) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or the Employer; (ii) withholding from proceeds of the sale of shares of Stock acquired upon vesting/settlement of the Units either through a voluntary sale or through a mandatory sale arranged by the Company (on the Grantee's behalf pursuant to this authorization); (iii) personal check or other cash equivalent acceptable to the Company; or (iv) any other means as determined appropriate by the Company or the Committee.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or such greater amounts not to exceed the maximum statutory rate necessary, in the applicable jurisdiction, to satisfy federal, state and local withholding tax requirements (but only if withholding at a rate greater than the minimum statutory rate will not result in adverse financial or accounting consequences for the Company). In the event that the Company withholds an amount for Tax-Related Items that exceeds the maximum withholding amount under applicable law, the Grantee shall receive a refund of such over-withheld amount in cash and shall have no entitlement to an equivalent amount in Stock. If the obligation for Tax-Related Items is satisfied by withholding a number of shares of Stock as described herein, for tax purposes, the Grantee shall be deemed to have been issued the full number of shares of Stock subject to the Award, notwithstanding that a number of the shares of Stock are held back solely for the purpose of paying the Tax-Related Items due as a result of the Grantee's participation in the Plan.

Finally, the Grantee shall pay to the Company or to the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver shares of Stock or the proceeds of the sale of shares of Stock if the Grantee fails to comply with his or her obligation in connection with the Tax-Related Items.

14. Amendments. Unless otherwise provided in the Plan or this Grant Agreement, this Grant Agreement may be amended only by a written agreement executed by the Company and the Grantee.

15. Integrated Agreement. Any grant notice, this Grant Agreement and the Plan shall constitute the entire understanding and agreement of the Grantee and the Company with respect to the subject matter contained herein or therein and supersedes any prior agreements, understandings, restrictions, representations or warranties between the Grantee and the Company with respect to such subject matter other than those as set forth or provided for herein or therein. To the extent contemplated herein or therein, the provisions of any grant notice and this Grant Agreement shall survive any settlement of the Award and shall remain in full force and effect.

16. Severability. If one or more of the provisions of this Grant Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provisions shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Grant Agreement to be construed so as to foster the intent of this Grant Agreement and the Plan.

17. Counterparts. Any grant notice and this Grant Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. Governing Law and Venue. This Grant Agreement shall be interpreted and administered under the laws of the State of Delaware. For purposes of litigating any dispute that arises under this grant or this Grant Agreement, the parties hereby submit to and consent to the jurisdiction of the State of Arizona, and agree that such litigation shall be conducted in the courts of Maricopa County, Arizona, or the federal courts for the United States for the District of Arizona, where this grant is made and/or to be performed.

19. **Other.** The Grantee represents that the Grantee has read and is familiar with the provisions of the Plan and this Grant Agreement, and hereby accepts the Award subject to all of their terms and conditions. This Agreement shall be deemed to have been accepted and signed by the Grantee and the Company as of the Grant Date upon the Grantee's online acceptance or deemed acceptance as set forth in the Notice or otherwise agreed in writing by the Grantee.

20. **Section 409A Compliance.** Section 409A of the Code imposes an additional 20% tax, plus interest, on payments from "non-qualified deferred compensation plans." Certain payments under this Grant Agreement could be considered to be payments under a "non-qualified deferred compensation plan." The additional 20% tax and interest do not apply if the payment qualifies for an exception to the requirements of Section 409A or complies with the requirements of Section 409A. The Company believes, but does not and cannot warrant or guaranty, that the payments due pursuant to this Grant Agreement comply with, or are exempt from, the requirements of Section 409A. Notwithstanding anything to the contrary in this Grant Agreement, if the Company determines that neither the short-term deferral exception nor any other exception to Section 409A applies to the payments due pursuant to this Grant Agreement, to the extent any payments are due on the Grantee's termination of employment, the term "termination of employment" shall mean "separation from service" as defined in Treasury Regulation Section 1.409A-1(h) and to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A, a Change in Control shall not be deemed to have occurred unless and until a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5)(i) has occurred. In addition, if the Grantee is a "specified employee" (as defined in Treasury Regulation Section 1.409A-1(i)) and any payments due pursuant to this Grant Agreement are payable on the Grantee's "separation from service," then such payments shall be paid on the first business day following the expiration of the six-month period following the Grantee's "separation from service." This Grant Agreement shall be operated in compliance with Section 409A or an exception thereto and each provision of this Grant Agreement shall be interpreted, to the extent possible, to comply with Section 409A or to qualify for an applicable exception. The Grantee remains solely responsible for any adverse tax consequences imposed upon the Grantee by Section 409A.

21. **Confidentiality; Reaffirmation of Restrictive Covenants; Violation.**

21.1 **Confidentiality of Agreement.** The Grantee acknowledges and agrees that the terms of this Grant Agreement are considered proprietary information of the Company. The Grantee hereby agrees that Grantee shall maintain the confidentiality of these matters to the fullest extent permitted by law and shall not disclose them to any third party.

21.2 **Exceptions.** There are limited exceptions to the above confidentiality requirement if the Grantee is providing information to government agencies, including but not limited to the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration (or its state equivalent) and the Securities and Exchange Commission. This Grant Agreement does not limit the Grantee's ability to communicate with any government agencies regarding matters within their jurisdiction or otherwise participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or other information, without notice, to the government agencies. Nothing in this Grant Agreement shall prevent the Grantee from disclosing confidential information or trade secrets that: (i) is made: (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an 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 filed in a lawsuit or other proceeding, if such filing is made under seal. In the event that the Grantee files a lawsuit alleging retaliation by the Company for reporting a suspected violation of law, the Grantee may disclose confidential information or trade secrets related to the suspected violation of law or alleged retaliation to the Grantee's attorney and use the confidential information or trade secrets in the court proceeding if the Grantee or the Grantee's attorney: (x) files any document containing confidential information or trade secrets under seal; and (y) does not disclose the confidential information or trade secrets, except pursuant to court order. The Company provides this notice in compliance with, among others, the Defend Trade Secrets Act of 2016.

21.3 Reaffirmation of Restrictive Covenants. By accepting this Award, the Grantee reaffirms his or her obligation to comply with the confidentiality, non-competition, non-solicitation, non-disclosure, confidential information and similar restrictive covenant provisions set forth in the Employment Agreement or any other agreement to which the Grantee and the Company or any Affiliate are parties.

21.4 Violation. If the Grantee violates the confidentiality provisions of this Section 21, or the restrictive covenant provisions contained in the Employment Agreement or any other agreement to which the Grantee and the Company or any Affiliate are parties (e.g., non-competition provisions, non-solicitation provisions, non-disclosure provisions, confidential information provisions, etc.), the Company, without waiving any other remedy available, may revoke this Award without further obligation or liability, and the Grantee may be subject to disciplinary action, up to and including the Company's termination of the Grantee's employment.

22. Appendix. Notwithstanding any provisions in this Grant Agreement, the grant of the Units shall be subject to any special terms and conditions set forth in any appendix (or any appendices) to this Grant Agreement for the Grantee's country (the "***Appendix***"). Moreover, if the Grantee relocates to one of the countries included in the Appendix, the special terms and conditions for such country will apply to the Grantee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Grant Agreement.

23. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Grantee's participation in the Plan, on the Units and on any shares of Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Further, the Award and profits under this Grant Agreement are subject to the Company's compensation recovery policy or policies (and related Company practices) as such may be in effect from time to time, whether or not such policies were adopted in response to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as amended, and similar or related laws, rules and regulations. In addition to the Company's compensation recovery policy or policies, and notwithstanding anything in the Plan or any Employment Agreement to the contrary, the Company may require the Grantee to forfeit all or a portion of any unvested Units and any shares of Stock delivered pursuant to this Grant Agreement if: (i) the Grantee's employment is terminated for Cause; or (ii) the Committee, in its sole and absolute discretion, determines that the Grantee engaged in serious misconduct that results or might reasonably be expected to result in financial or reputational harm to the Company. The Grantee agrees to fully cooperate with the Company in assuring compliance with the provisions of this Section 23 and such compensation recovery policies and the provisions of applicable law, including, but not limited to, promptly returning any compensation subject to recovery by the Company pursuant to the provisions of this Section 23, such policies and applicable law.

24. Data Privacy. ***The Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in this Grant Agreement by and among, as applicable, the Employer and the Company and its subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that the Company and the Employer may hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address and telephone number, date of birth, social insurance number, passport number, or other identification number, salary, nationality, job title, any shares of stock or directorships held in***

the Company, details of all Units or any other entitlement to shares awarded, canceled, vested, unvested or outstanding in the Grantee's favor, for the purpose of implementing, administering and managing the Plan ("Data").

The Grantee understands that Data may be transferred to such stock plan service provider (or providers) as may be selected by the Company which is (or are) assisting in the implementation, administration and management of the Plan and awards granted thereunder. The Grantee understands that these recipients of Data may be located in the United States, or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Grantee's country. The Grantee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Grantee's local human resources representative. The Grantee hereby authorizes the Company and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan and awards granted thereunder to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Grantee's participation in the Plan.

The Grantee understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. The Grantee understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Grantee's local human resources representative. The Grantee understands, however, that refusing or withdrawing his or her consent may affect the Grantee's ability to participate in the Plan and the Grantee's continued eligibility for this Award or eligibility to be granted any other awards under the Plan. For more information on the consequences of the Grantee's refusal to consent or withdrawal of consent, the Grantee understands that he or she may contact his or her local human resources representative.

Appendix 1

1. Ambarella Inc.
1. ams AG
1. Analog Devices, Inc.
1. Broadcom Inc.
1. Cirrus Logic, Inc.
1. Diodes Incorporated
1. Infineon Technologies AG
1. Knowles Corporation
1. Lattice Semiconductor Corporation
1. Littelfuse, Inc.
1. Macom Technolgy Solutions Holdings, Inc.
1. Marvell Technology, Inc.
1. Maxlinear Inc.
1. Melexis N.V.
1. Microchip Technology Incorporated
1. MKS Instruments, Inc.
1. Monolithic Power Systems, Inc.
1. Murata Manufacturing Co., Ltd.
1. National Instruments Corporation
1. NXP Semiconductors N.V.
1. Parade Technologies Ltd
1. Power Integrations, Inc.
1. Qorvo, Inc.
1. Realtek Semiconductor Corp.
1. Renesas Electronics Corp.
1. Rohm Co. Ltd.
1. Semtech Corporation
1. Sensata Technologies Holdings PLC
1. Silicon Laboratories Inc.
1. Skyworks Solutions, Inc.
1. STMicroelectronics N.V.
1. Synaptics Incorporated
1. Texas Instruments Incorporated
1. Vishay Intertechnology, Inc.
2. Wolfspeed, Inc.
1. Xilinx, Inc.

Unless determined otherwise by the Committee, any company the shares of which are not readily tradable on a national securities market as of the last day of the applicable TSR Performance Period shall be deemed removed from the foregoing list for purposes of that TSR Performance Period.

Exhibit 31.1

CERTIFICATIONS

I, Hassane El-Khoury, certify that:

1. I have reviewed this quarterly report on Form 10-Q of ON Semiconductor Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 2, 2022

/s/ HASSANE EL-KHOURY

Hassane El-Khoury
Chief Executive Officer

Exhibit 31.2

CERTIFICATIONS

I, Thad Trent, certify that:

1. I have reviewed this quarterly report on Form 10-Q of ON Semiconductor Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 2, 2022

/s/ THAD TRENT

Thad Trent
Chief Financial Officer

Exhibit 32

Certification

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

For purposes of Section 1350 of Chapter 63 of Title 18 of the United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, each of the undersigned officers of ON Semiconductor Corporation, a Delaware corporation (the "Company"), does hereby certify, to such officer's knowledge, that:

The Quarterly Report on Form 10-Q for the fiscal quarter ended April 1, 2022 (the "Form 10-Q") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)) and information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 2, 2022	/s/ HASSANE EL-KHOURY
	Hassane El-Khoury President and Chief Executive Officer
Dated: May 2, 2022	/s/ THAD TRENT
	Thad Trent Executive Vice President, Chief Financial Officer and Treasurer