

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (date of earliest event reported) February 27, 2024

Vishay Intertechnology, Inc.

(Exact name of registrant as specified in its charter)

Delaware	1-7416	38-1686453
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)
63 Lancaster Avenue Malvern, PA		19355-2143
(Address of Principal Executive Offices)		Zip Code
Registrant's telephone number, including area code 610-644-1300		

(Former name or former address, if changed since last report.)

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

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

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

Emerging growth company

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

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

Title of each class	Trading symbol	Name of exchange on which registered
Common stock, par value \$0.10 per share	VSH	New York Stock Exchange

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

Appointment of Certain New Financial Officers

On February 27, 2024, Vishay Intertechnology, Inc.'s (the "Company" or "Vishay") Board of Directors appointed David E. McConnell as its Executive Vice President – Chief Financial Officer (principal financial officer) and David L. Tomlinson to the newly created role of Senior Vice President – Chief Accounting Officer (principal accounting officer), each effective March 1, 2024.

Mr. McConnell, 57, has held various positions of increasing responsibility since joining Vishay in 1992, including Senior Vice President – Corporate Treasurer and Risk Management since January 2016, and responsibility for corporate treasury since 2011. Mr. McConnell's experience includes numerous roles in corporate, regional, and divisional finance. Prior to joining Vishay, Mr. McConnell worked at Ernst & Young LLP serving large, multinational clients in various industries. Mr. McConnell is a Certified Public Accountant in Pennsylvania.

Mr. Tomlinson, 49, has held various positions of increasing responsibility since joining Vishay in 2003, including Senior Vice President – Corporate Controller since November 2009. Prior to joining Vishay, Mr. Tomlinson was an audit manager at PricewaterhouseCoopers LLP serving large, multinational clients in various industries. Mr. Tomlinson is a Certified Public Accountant in Pennsylvania.

Except as disclosed herein, Mr. McConnell was not appointed to his new position pursuant to any arrangement or understanding between him and any other person.

Except as disclosed herein, Mr. Tomlinson was not appointed to his new position pursuant to any arrangement or understanding between him and any other person.

There are no family relationships between Mr. McConnell and any director, executive officer, or any person nominated or chosen by the Company to become a director or executive officer. Mr. McConnell is not a party to, and does not have any direct or indirect material interest in, any current or proposed transaction requiring disclosure under Item 404(a) of Regulation S–K.

There are no family relationships between Mr. Tomlinson and any director, executive officer, or any person nominated or chosen by the Company to become a director or executive officer. Mr. Tomlinson is not a party to, and does not have any direct or indirect material interest in, any current or proposed transaction requiring disclosure under Item 404(a) of Regulation S–K.

On February 27, 2024, Vishay issued a press release announcing these appointments and the planned departure described below under the heading "Departure of Chief Financial Officer." This press release is filed as Exhibit 99.1 to this Current Report on Form 8–K.

Departure of the Chief Financial Officer

On February 27, 2024, the Board of Directors of Vishay Intertechnology, Inc. was notified that Lori Lipcaman would be stepping down from her position as Executive Vice President – Chief Financial Officer effective March 1, 2024. Ms. Lipcaman will remain with the Company in an advisory capacity until March 31, 2024, to ensure a smooth transition.

Ms. Lipcaman is entitled to severance benefits consistent in all material respects with those described in her employment agreement. Specifically, these severance benefits consist of three years of base salary continuation, an annual bonus for 2023 based on actual performance, the vesting of outstanding time-based equity grants and the survival of outstanding performance-based equity grants (which will vest or be forfeited based on actual performance through the end of the applicable performance periods). These severance benefits are conditioned upon Ms. Lipcaman signing a release of claims and complying with pre-existing restrictive covenants.

Officer Compensation Matters

On February 27, 2024, the Compensation Committee of the Board of Directors approved the execution of employment agreements with Mr. McConnell and Michael O’Sullivan, who was appointed Executive Vice President – Chief Administrative and Legal Officer effective January 1, 2024. The Compensation Committee also approved certain amendments to conform the employment agreements of Joel Smejkal, President and Chief Executive Officer; Jeff Webster, Executive Vice President – Chief Operating Officer; Roy Shoshani, Executive Vice President – Chief Technical Officer; and Peter Henrici, Executive Vice President – Corporate Development, to the agreements of Messrs. McConnell and O’Sullivan. Finally, concurrent with his appointment, the Company also entered into an employment agreement with Mr. Tomlinson (collectively, the employment agreements with Messrs. Smejkal, Webster, Shoshani, Henrici, McConnell, O’Sullivan and Tomlinson, as amended, are herein referred to as the “Employment Agreements.”)

The base salaries for 2024 were established as follows (with approximate U.S. dollar equivalents based on the average exchange rate for 2023):

Marc Zandman	ILS 4,387,800 (approximately \$1,190,000) ⁽¹⁾
Joel Smejkal	\$936,000
Jeff Webster	ILS 1,887,000 (approximately \$510,000) ⁽¹⁾
David McConnell	\$399,000
Roy Shoshani	\$552,000
Michael O'Sullivan	\$447,000
Peter Henrici	\$431,000
David Tomlinson	\$373,000

(1) Salary will be paid in Israeli shekels

The Employment Agreements of Mr. McConnell, O'Sullivan and Tomlinson create certain minimum target annual cash bonus opportunities. The amendments to the Employment Agreements of the other executives adjust their target annual cash bonus opportunities for 2024 and establish the adjusted amounts as minimum target opportunities for future years. Therefore, pursuant to the Employment Agreements, each executive’s minimum target opportunity for his annual cash bonus beginning in 2024, as a percentage of base salary, is as follows (although, subject to these minimums, the actual target opportunity for future years will be determined by the Compensation Committee (or by the Company, in the case of Mr. Tomlinson)):

Joel Smejkal	130%
Jeff Webster	100%
David McConnell	80%
Roy Shoshani	100%
Michael O'Sullivan	50%
Peter Henrici	55%
David Tomlinson	50%

The amendment to Mr. Shoshani's Employment Agreement deletes his monthly housing allowance. The amendment to Mr. Henrici's Employment Agreement reflects his previously announced appointments, effective January 1, 2023, to the roles of Executive Vice President – Corporate Development and Corporate Secretary. The amendments make no other material changes to the Employment Agreements of Messrs. Smejkal, Webster, Shoshani and Henrici.

The remaining terms and conditions of the employment agreements of Messrs. McConnell, O'Sullivan and Tomlinson reflect the following terms, which are substantially similar to the existing employment agreements of Messrs. Smejkal, Webster, Shoshani and Henrici.

Future equity grants to these executives, and the portion of equity grants subject to performance-based vesting conditions, will be at the discretion of the Compensation Committee.

With respect to equity grants made on or after the agreement's effective date, time-based vesting conditions will be deemed satisfied, and performance-based vesting conditions will remain in effect, upon the executive's resignation for any reason following the attainment of age 62 (except where cause exists), death or disability. Also with respect to equity grants made on or after the agreement's effective date, if a change in control occurs and the equity grants are assumed or continued by the surviving company, no accelerated vesting will occur. However, if the executive's employment ceases due to a termination without cause or resignation with "good reason" upon or within one year following the change in control, time-based equity grants will then vest and performance-based grants will remain outstanding and will vest (or be forfeited) based on actual performance through the end of the applicable performance periods. If the equity grants are not assumed or continued, the grants will vest upon the change in control (with any performance-based vesting criteria deemed satisfied at the target level or, if greater, at the level of actual performance achieved through the date of the change in control).

There are no changes to the terms and conditions related to currently outstanding equity grants.

Severance benefits are payable upon involuntary termination and customary non-compete and non-solicitation covenants apply. The severance benefits consist of three years of base salary continuation (or two years, in the case of Mr. Tomlinson), payment of any otherwise earned but unpaid bonus for the year preceding the termination, and a pro-rata bonus for the year of termination, based on actual performance. These severance benefits are conditioned on the executive's execution of a release of claims.

The foregoing summary is qualified in its entirety by reference to the amendments to the Employment Agreements of Messrs. Smejkal, Webster, Shoshani and Henrici and the Employment Agreements of Messrs. McConnell and O'Sullivan, which are filed as Exhibits 10.1 to 10.6, respectively, to this Current Report on Form 8-K.

Item 9.01 – Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
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10.1	Amendment to Employment Agreement, dated February 27, 2024, between Vishay Dale Electronics LLC (a wholly owned subsidiary of Vishay Intertechnology, Inc.), Vishay Intertechnology, Inc., and Joel Smejkal.
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10.2	Amendment to Employment Agreement, dated February 27, 2024, between Vishay Israel Ltd. (a wholly owned subsidiary of Vishay Intertechnology, Inc.), Vishay Intertechnology, Inc., and Jeff Webster.
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10.3	Employment Agreement, dated February 27, 2024, between Vishay Intertechnology, Inc., and David E. McConnell.
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10.4	Amendment to Employment Agreement, dated February 27, 2024, between Siliconix incorporated (a wholly owned subsidiary of Vishay Intertechnology, Inc.), Vishay Intertechnology, Inc., and Roy Shoshani.
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10.5	Employment Agreement, dated February 27, 2024, between Vishay Intertechnology, Inc., and Michael O'Sullivan.
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10.6	Amendment to Employment Agreement, dated February 27, 2024, between Vishay Intertechnology, Inc., and Peter Henrici.
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99.1	Press release dated February 27, 2024
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104	Cover Page Interactive Data File (embedded within the Inline XBRL document).
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Signature

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

Date: February 29, 2024

VISHAY INTERTECHNOLOGY, INC.

By: /s/ Michael S. O'Sullivan

Name: Michael S. O'Sullivan
Title: Executive Vice President – Chief Administrative
and Legal Officer

VISHAY INTERTECHNOLOGY, INC.
63 LANCASTER AVENUE
MALVERN, PENNSYLVANIA 19355

February 27, 2024

Mr. Joel Smejkal

Re: Amendment to Amended and Restated Employment Agreement

Dear Joel:

Reference is made to that certain Amended and Restated Employment Agreement entered into on July 14, 2022 and effective as of January 1, 2023 (the "Employment Agreement"). Effective as of the date hereof, the Employment Agreement is hereby amended as described below:

1. Section 4.2 of the Employment Agreement is replaced in its entirety with the following:

4.2 Bonus. For each fiscal year ending both during the Term and prior to the time that notice of termination is given by either party, Executive shall be eligible to earn an annual performance bonus ("Bonus") payable in cash, with a target opportunity at least equal to 130% of his Base Salary. The actual amount of Bonus payable to Executive shall be determined by the Compensation Committee, and shall be based upon the achievement of certain corporate and/or individual performance goals to be established by the Compensation Committee in its sole discretion.

2. Section 4.3(a) of the Employment Agreement is amended by the replacement of "January 1st" with the "March 1st".

You expressly consent to such modification to the Employment Agreement and agree that such modification does not give you a basis to resign your employment for Good Reason (as defined in the Employment Agreement).

This letter agreement shall constitute an amendment to the Employment Agreement, and except as otherwise set forth herein, all other terms and conditions of the Employment Agreement remain unchanged.

This letter agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and all of which shall constitute one and the same agreement. The counterparts of this letter agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by any of the parties and the receiving parties may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

To confirm your agreement with the foregoing, please countersign this letter agreement in the space below provided.

VISHAY DALE ELECTRONICS, LLC

By: /s/ Michael S. O'Sullivan

Name: Michael S.
O'Sullivan
Title: Senior Vice President
and Corporate General
Counsel

VISHAY INTERTECHNOLOGY, INC.

By: /s/ Michael S. O'Sullivan

Name: Michael S.
O'Sullivan
Title: Executive Vice
President – Chief
Administrative and Legal
Officer

Accepted and agreed:

/s/ Joel Smejkal

DATE: February 27, 2024

VISHAY INTERTECHNOLOGY, INC.
63 LANCASTER AVENUE
MALVERN, PENNSYLVANIA 19355

February 27, 2024

Mr. Jeffrey Webster

Re: Amendment to Amended and Restated Employment Agreement

Dear Jeffrey:

Reference is made to that certain Amended and Restated Employment Agreement entered into on July 14, 2022 and effective as of January 1, 2023 (the "Employment Agreement"). Effective as of the date hereof, the Employment Agreement is hereby amended as described below:

1. Section 4.2 of the Employment Agreement is replaced in its entirety with the following:

4.2 Bonus. For each fiscal year ending both during the Term and prior to the time that notice of termination is given by either party, Executive shall be eligible to earn an annual performance bonus ("Bonus") payable in cash, with a target opportunity at least equal to 100% of his Base Salary. The actual amount of Bonus payable to Executive shall be determined by the Compensation Committee, and shall be based upon the achievement of certain corporate and/or individual performance goals to be established by the Compensation Committee in its sole discretion. The Bonus, if paid, shall not be deemed to form part of Executive's salary for any purpose, including for determining pension and severance contributions or other employment benefits. The Bonus is a limited, conditional and specific benefit and, if paid, shall not create any contractual or other right to receive any similar award, or benefit in lieu of any similar award, in the future.

2. Section 4.3(a) of the Employment Agreement is amended by the replacement of "January 1st" with the "March 1st".

You expressly consent to such modification to the Employment Agreement and agree that such modification does not give you a basis to resign your employment for Good Reason (as defined in the Employment Agreement).

This letter agreement shall constitute an amendment to the Employment Agreement, and except as otherwise set forth herein, all other terms and conditions of the Employment Agreement remain unchanged.

This letter agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and all of which shall constitute one and the same agreement. The counterparts of this letter agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by any of the parties and the receiving parties may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

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To confirm your agreement with the foregoing, please countersign this letter agreement in the space below provided.

VISHAY ISRAEL LTD.

By: /s/ Gil Weisler

Name: Gil Weisler
Title: Vice President

By: /s/ Tanya Volkov

Name: Tanya Volkov
Title: Vice President

VISHAY INTERTECHNOLOGY, INC.

By: /s/ Michael S. O'Sullivan

Name: Michael S.
O'Sullivan
Title: Executive Vice
President – Chief
Administrative and Legal
Officer

Accepted and agreed:

/s/ Jeffrey Webster

DATE: February 27, 2024

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is entered into on February 27, 2024, by and between VISHAY INTERTECHNOLOGY, INC., a Delaware corporation (“Vishay”), and DAVID E. MCCONNELL (“Executive”).

WITNESSETH:

WHEREAS, Vishay and Executive are parties to that certain Agreement regarding severance benefits dated February 19, 2019 (“2019 Agreement”); and

WHEREAS, effective March 1, 2024 (the “Effective Date”), Vishay and Executive wish to enter into this Agreement to reflect Executive’s terms and conditions of employment and replace the 2019 Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Definitions.**

1.1. “Accrued Compensation” means (a) earned but unpaid Base Salary (as defined below) and (b) unpaid business expense reimbursements, in each case as determined as of the Date of Termination.

1.2. “Board of Directors” means the Board of Directors of Vishay.

1.3. “Cause” means any of the following:

(a) Executive’s conviction of a felony or any other crime involving moral turpitude (whether or not involving Vishay and/or its subsidiaries);

(b) any act or failure to act by Executive involving dishonesty, fraud, misrepresentation, theft or embezzlement of assets from Vishay and/or its subsidiaries; or

(c) Executive’s (i) willful and repeated failure to substantially perform his duties under this Agreement (other than as a result of total or partial incapacity due to physical or mental illness or injury) or (ii) willful and repeated failure to substantially comply with any policy of Vishay and/or its subsidiaries applicable to Executive; provided, however, that a termination pursuant to this clause (c) will not become effective unless Executive fails to cure such failure to perform or comply within twenty (20) days after written notice thereof from Vishay.

For avoidance of doubt, a termination due to Disability will not constitute a termination without Cause.

1.4. “Change in Control” has the meaning defined in the Long-Term Incentive Plan.

1.5. “Compensation Committee” means the Compensation Committee of the Board of Directors.

1.6. “Competing Business” means any business or venture located anywhere in the world that is engaged in any business activities to the extent Vishay or any subsidiary or affiliate of Vishay is engaged in such activities or has significant plans to enter into such activities on the Date of Termination.

1.7. “Date of Termination” means (a) the effective date on which Executive’s employment by Vishay terminates within the meaning of a “separation from service” under Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), or (b) if Executive’s employment by Vishay terminates by reason of death, the date of Executive’s death.

1.8. “Disability” means a disability entitling Executive to long-term disability benefits under a plan of Vishay (or a subsidiary or affiliate of Vishay).

1.9. “Good Reason” means, without Executive’s express written consent, the occurrence of any of the following events:

(a) any material and adverse change in Executive’s titles, offices, duties, or responsibilities (including reporting responsibilities) with respect to Vishay or any subsidiary or affiliate of Vishay from those set forth in this Agreement;

(b) a material reduction in Executive’s annual Base Salary (as the same may be increased from time to time after the Effective Date);

(c) relocation of Executive’s principal place of performance by more than 50 miles from Malvern, Pennsylvania (excluding for this purpose reasonable business travel from time to time); or

(d) a material breach of this Agreement by Vishay;

provided however, that none of the foregoing events or conditions will constitute Good Reason unless Executive provides Vishay with written objection to the event or condition within 30 days following the initial occurrence thereof, Vishay does not reverse or otherwise cure the event or condition within 30 days of receiving that written objection, and Executive resigns his employment within 90 days following the expiration of that cure period.

1.10. “Long-Term Incentive Plan” means the Vishay Intertechnology, Inc. 2023 Long-Term Incentive Plan.

1.11. “Non-Competition Period” means the period commencing upon the Effective Date and ending on the first anniversary of the Date of Termination.

1.12. “Non-Solicitation Period” means the period commencing upon the Effective Date and ending on the first anniversary of the Date of Termination.

2. Term. The “Term” of Executive’s employment hereunder shall commence on the Effective Date and continue until terminated in accordance with the provisions of this Agreement. If Executive’s employment ceases for any reason prior to the Effective Date, this Agreement will be *void ab initio* and the effects of such cessation will be determined without regard to this Agreement.

3. Duties.

3.1. Positions. During the Term, Executive shall serve as the Executive Vice President – Chief Financial Officer of Vishay, reporting directly to the Chief Executive Officer of Vishay or such other individual as may be designated by the Chief Executive Officer of Vishay from time to time.

3.2. Authority and Responsibility. Executive shall have authority and responsibility customarily applicable to the position described in Section 3.1, and shall perform such other duties as may be assigned by Vishay from time to time.

3.3. Activities. Excluding any periods of vacation, personal, sick leave and other permitted absences to which Executive is entitled according to this Agreement and applicable law, Executive shall devote his full professional attention and best efforts during the Term to the business and affairs of Vishay and its subsidiaries and affiliates. It shall not be considered a violation of the foregoing for Executive to (a) provide services to Vishay or any of its subsidiaries or affiliates, (b) serve on corporate, industry, civic or charitable boards or committees, or (c) manage personal investments, so long as such activities would be permitted under Section 7 and do not interfere with the performance of Executive’s responsibilities as an employee of Vishay in accordance with this Agreement.

4. Compensation.

4.1. Base Salary. Vishay shall pay Executive a base salary of not less than \$399,000 per year (as adjusted from time to time, the “Base Salary”). Such Base Salary will be reviewed annually by the Compensation Committee and will be paid in accordance with Vishay’s standard salary policies as they exist from time to time, subject to such deductions, if any, as are required by law or elected by Executive (for example, with respect to 401(k) plan contributions).

4.2. Bonus. For each fiscal year ending both during the Term and prior to the time that notice of termination is given by either party, Executive shall be eligible to earn an annual performance bonus (“Bonus”) payable in cash, with a target opportunity at least equal to 80% of his Base Salary. The actual amount of Bonus payable to Executive shall be determined by the Compensation Committee and shall be based upon the achievement of certain corporate and/or individual performance goals to be established by the Compensation Committee in its sole discretion.

4.3. Annual Equity Grant.

(a) On or about each March 1st occurring both during the Term and prior to the time that notice of termination is given by either party, Executive will be eligible to receive an annual equity award under the Long-Term Incentive Plan (or any successor plan or arrangement thereof). With respect to any annual equity awards granted to Executive by Vishay or its successor on or after the Effective Date, the size of Executive’s annual equity award and, except as otherwise specified herein, all other terms of each year’s equity award, will be determined by the Compensation Committee in its discretion.

(b) With respect to annual equity awards granted to Executive by Vishay or its successor on or after the Effective Date, if Executive’s service ceases due to (i) resignation by Executive for any reason after Executive attains age 62 (unless Cause then exists), (ii) Executive’s death or Disability, (iii) termination by Vishay without Cause upon or within one year following a Change in Control, or (iv) resignation by Executive with Good Reason upon or within one year following a Change in Control, then subject in each case (other than death) to Executive’s execution of a release of claims in favor of Vishay and its subsidiaries and affiliates in accordance with Section 6.2(c), any service-based vesting criteria applicable to such equity awards will be deemed satisfied and any performance-based vesting criteria applicable to such equity awards will remain in effect.

(c) Upon a Change in Control, to the extent Executive’s then outstanding equity awards granted pursuant to this Section 4.3 are not assumed or continued by the surviving company, such awards will then vest (with any performance-based vesting criteria deemed satisfied at the target level or, if greater, at the level of actual performance achieved through the date of such Change in Control).

5. Additional Rights.

5.1. Participation in Benefit Plans and Programs. During the Term, Executive, together with his spouse and dependent children up to age 26, shall be entitled to participate in any and all medical insurance, group health insurance, disability insurance, life insurance and retirement plans which are generally made available by Vishay to its senior executives in the United States, subject to the eligibility requirements and other provisions of such plans and programs.

5.2. Reimbursement of Expenses. In accordance with Vishay's standard reimbursement policies as they exist from time to time, Vishay shall reimburse Executive for all reasonable and documented travel, business entertainment and other business expenses incurred by Executive in connection with the performance of his duties under this Agreement.

5.3. Vacation, Personal and Sick Days. Executive shall be entitled to paid vacation, holidays, personal and sick days in accordance with and subject to Vishay's policies, as in effect from time to time.

5.4. Indemnification. Vishay shall indemnify Executive to the extent provided in Vishay's certificate of incorporation and/or bylaws, as in effect from time to time.

6. Termination of Employment: Compensation Upon Termination.

6.1. Termination. Executive's employment with Vishay may be terminated by Executive or by Vishay for any or no reason.

6.2. Compensation Upon Termination.

(a) Termination by Vishay Without Cause; Termination by Executive With Good Reason. In the event Executive's employment with Vishay is terminated by Vishay without Cause or by Executive with Good Reason, Executive shall be entitled to the following:

(i) A lump sum cash payment equal to all Accrued Compensation, such payment to be made within 15 days after the Date of Termination.

(ii) Payment of any otherwise earned but unpaid Bonus for any fiscal year ending prior to the Date of Termination, payable in the same manner and at the same time as such Bonus would have been paid in the absence of such termination.

(iii) Payment of a pro-rata Bonus for the fiscal year in which the Date of Termination occurs, determined and paid in the same manner and at the same time as such Bonus would have been determined and paid in the absence of such termination. The pro-ration of such Bonus will be determined based on the number of days of the applicable fiscal year that have transpired prior to the Date of Termination relative to the total number of days contained in that fiscal year.

(iv) Continued payment of Executive's then current Base Salary from the Date of Termination until the third anniversary of the Date of Termination, to be paid in equal installments in accordance with Vishay's standard payroll practices, as in effect from time to time, but no less frequently than monthly, and which shall commence in accordance with Section 6.2(c).

(v) All rights Executive is entitled to under the terms of Vishay's benefit plans or arrangements (other than severance benefit plans).

(b) Termination For Any Other Reason. In the event Executive's employment with Vishay is terminated for any reason other than as specified in Section 6.2(a), Executive shall be entitled to (i) a lump sum cash payment equal to all Accrued Compensation, such payment to be made within 15 days after the Date of Termination; (ii) all rights Executive is entitled to under the terms of Vishay benefit plans or arrangements; and (iii) in the case of a cessation of employment due to Executive's death or Disability, the Bonus payments described above in Sections 6.2(a)(ii) and (iii); provided, in the case of a cessation due to Disability, such Bonus payments will be conditioned on Executive's execution of a release of claims in favor of Vishay and its subsidiaries and affiliates in accordance with Section 6.2(c).

(c) Release. Notwithstanding any other provision of this Agreement, (i) Executive shall not be entitled to receive any payments pursuant to Sections 6.2(a)(ii), (iii) and (iv) unless Executive has executed and delivered to Vishay a release of all claims in the form prescribed by Vishay ("Release"), and such Release becomes irrevocable within 60 days following the Date of Termination, and (ii) Executive shall be entitled to receive such payments only so long as Executive has not breached the provisions of Section 7 hereof. The severance benefits described in Sections 6.2(a)(ii), (iii) and (iv) will be paid or begin to be paid, as applicable, within 65 days following the Date of Termination (or, in the case of the payments described in Sections 6.2(a)(ii) and (iii), at such later time as such Bonuses would have otherwise been payable in the absence of such termination); provided, that if the 60-day period described in the previous sentence begins in one taxable year and ends in the next succeeding taxable year, such payments shall not be paid or begin to be paid, as applicable, until the succeeding taxable year.

6.3. Section 409A.

(a) Notwithstanding any other provision of this Agreement to the contrary or otherwise, to the extent any expense, reimbursement or in-kind benefit provided to Executive constitutes a "deferral of compensation" within the meaning of Section 409A of the Code, and its implementing regulations and guidance (collectively, "Section 409A"); (i) the amount of expenses eligible for reimbursement or in-kind benefits provided to Executive during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to Executive in any other calendar year; (ii) the reimbursements for expenses for which Executive is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred; and (iii) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

(b) Notwithstanding any other provision of this Agreement to the contrary or otherwise, any payment or benefit described in Section 6 that represents a “deferral of compensation” within the meaning of Section 409A shall only be paid or provided to Executive upon his “separation from service” within the meaning of Treas. Reg. §1.409A-1(h) (or any successor regulation). To the extent compliance with the requirements of Treas. Reg. §1.409A-3(i)(2) (or any successor provision) is necessary to avoid the application of an additional tax under Section 409A to payments due to Executive upon or following his “separation from service,” then notwithstanding any other provision of this Agreement (or any otherwise applicable plan, policy, agreement or arrangement), any such payments that are otherwise due to Executive before the later of (x) six months following the date of Executive’s “separation from service,” or (y) 18 months following the date this Agreement is fully executed (the later of (x) or (y), the “Later Payment Date”) will be deferred (without interest) and paid to Executive in a lump sum on the date immediately following the Later Payment Date. However, if Executive dies prior to the Later Payment Date, the amounts deferred on account of Treas. Reg. §1.409A-3(i)(2) (or any successor provision) shall be paid to the personal representatives of Executive’s estate within sixty (60) days following Executive’s death.

(c) Notwithstanding any other provision of this Agreement to the contrary or otherwise, all benefits or payments provided to Executive are intended to comply with or be exempt from Section 409A and payments may only be made under this Agreement upon an event and in a manner permitted by Section 409A or an applicable exemption. Nonetheless, the Company does not guaranty the tax treatment of any amount payable to Executive.

7. Restrictive Covenants.

7.1. Non-Competition. During the Non-Competition Period, Executive shall not, without the prior written consent of Vishay expressly authorized by the Board of Directors, directly or indirectly, own, manage, operate, join, control, participate in, invest in or otherwise be connected or associated with, in any manner, including as an officer, director, employee, independent contractor, subcontractor, stockholder, member, manager, partner, principal, consultant, advisor, agent, proprietor, trustee or investor, any Competing Business; provided, however, that nothing in this Agreement shall prevent Executive from (a) owning five percent (5%) or less of the stock or other securities of a publicly held corporation, so long as Executive does not in fact have the power to control, or direct the management of, and is not otherwise associated with, such corporation, or (b) performing services for an investment bank, investment advisor or investment fund that may, directly or indirectly, own, manage, operate, join, control, participate in, invest in or otherwise be connected or associated with, in any manner, any Competing Business, provided that Executive shall not, directly or indirectly, have any responsibility whatsoever for, provide any services whatsoever to, or otherwise be connected or associated with such Competing Business. Notwithstanding the foregoing, if a company has separate divisions or subsidiaries, some of which conduct a Competing Business and some of which conduct other businesses which are not Competing Businesses, then the restrictions imposed hereunder with respect to Competing Businesses shall apply only to the divisions or subsidiaries of such company that conduct the Competing Businesses, provided that (x) Executive shall not, directly or indirectly, have any responsibility whatsoever for, provide any services whatsoever to, or otherwise be connected or associated with any Competing Business of the same company, and (y) Executive obtains the prior written consent of Vishay expressly authorized by the Board of Directors, which consent shall not be unreasonably withheld.

7.2. Non-Solicitation. During the Non-Solicitation Period, Executive shall not, directly or indirectly:

(a) solicit any customer of Vishay or any of its subsidiaries or affiliates;

(b) hire, solicit for employment, or recruit any person who at the relevant time is or, within the preceding three (3) months, was, an officer, director, employee, independent contractor, subcontractor, manager, partner, principal, consultant, or agent of Vishay or any of its subsidiaries or affiliates, or induce or encourage any of the foregoing to terminate their employment, contractual or other relationship (as appropriate) with Vishay or any of its subsidiaries or affiliates, or attempt to do any of the foregoing either on Executive’s own behalf or for the benefit of any third person or entity;

(c) persuade or seek to persuade any customer of Vishay or any of its subsidiaries or affiliates to cease to do business or to reduce the amount of business which the customer has customarily done or contemplates doing with Vishay or such subsidiary or affiliate, whether or not the relationship with such customer was originally established in whole or in part through Executive’s efforts; or

(d) interfere in any manner in the relationship of Vishay or any of its subsidiaries or affiliates with any of their respective customers, suppliers, or independent contractors, whether or not the relationship with such customer, supplier or independent contractor was originally established in whole or in part through Executive’s efforts.

7.3. Confidential Information.

7.3.1. Executive agrees that he shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of Executive’s assigned duties hereunder and for the benefit of Vishay and/or its subsidiaries or affiliates, either during the Term or at any time thereafter, any nonpublic, proprietary or confidential information, knowledge or data in any form or media, whether documentary, written, oral or computer generated, relating to Vishay, any of its subsidiaries, affiliated companies or businesses, which shall have been obtained by Executive during Executive’s employment by Vishay and/or its subsidiaries or affiliates. The foregoing shall not apply to information that (a) was known to the public prior to its disclosure to Executive; (b) becomes known to the public subsequent to disclosure to Executive through no wrongful act of Executive or any representative of Executive; (c) Executive is required to disclose by applicable law, regulation or legal process (provided that Executive provides Vishay with prior notice of the contemplated disclosure and reasonably cooperates with Vishay at its expense in seeking a protective order or other appropriate protection of such

information); or (d) Executive discloses pursuant to federal whistleblower law or regulation, as described in Section 7.3.2 herein (in which case, the provisions in clause (c) above requiring notice to and cooperation with Vishay shall not apply). Notwithstanding clauses (a) and (b) of the preceding sentence, Executive's obligation to maintain such disclosed information in confidence shall not terminate where only portions of the information are in the public domain. Notwithstanding any other provision of this Agreement, (x) Executive may be entitled to immunity and protection from retaliation under the Defend Trade Secrets Act of 2016 for disclosing a trade secret under certain limited circumstances, as set forth in Vishay's trade secret policy, as the same may be amended from time to time.

7.3.2. Notwithstanding anything herein to the contrary, this Agreement shall not be construed to impede Executive from making reports (including voluntary reports) of possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934, as amended, or Section 806 of the Sarbanes-Oxley Act of 2002, or making other disclosures protected under the whistleblower provisions of federal law or regulation, require prior approval by Vishay or notification to Vishay of any such report, or prevent Executive from collecting a monetary award in connection with such report.

7.4. Non-Disparagement. Executive agrees not to make any public statements that disparage Vishay or its subsidiaries, affiliates, employees, officers, directors, products or services. Notwithstanding the foregoing, statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) shall not be subject to this Section 7.4, and this Section 7.4 shall not be construed so as to impede protected activity described in Section 7.3.2 above.

7.5. Acknowledgements Respecting Restrictive Covenants.

(a) Executive has carefully read and considered the provisions of this Section 7 and, having done so, agrees that:

(i) the restrictive covenants contained in this Section 7, including, without limitation, the scope and time period of such restrictions, are reasonable, fair and equitable in light of Executive's duties and responsibilities under this Agreement and the benefits to be provided to him under this Agreement; and

(ii) such restrictive covenants are reasonably necessary to protect the legitimate business interests of Vishay and its subsidiaries and affiliates.

(b) The parties acknowledge that it is impossible to measure in money the damages that will accrue to one party in the event that the other party breaches any of the restrictive covenants contained in this Section 7 and that any such damages, in any event, would be inadequate and insufficient. Therefore, if Executive breaches any restrictive covenant contained in this Section 7, Vishay shall be entitled to an injunction restraining the breaching party from violating such restrictive covenant. If Vishay shall institute any action or proceeding to enforce a restrictive covenant contained in this Section 7, Executive hereby waives, and agrees not to assert in any such action or proceeding, the claim or defense that Vishay has an adequate remedy at law.

(c) In the event of a breach of any of the restrictive covenants contained in this Section 7, the parties agree that Vishay, in addition to any injunctive relief as described in Section 7.5(b), shall be entitled to any other appropriate legal or equitable remedy.

(d) If any of the restrictive covenants contained in this Section 7 are deemed by a court of competent jurisdiction to be unenforceable by reason of their extent, duration or geographical scope or otherwise, the parties contemplate that the court shall revise such extent, duration, geographical scope or other provision but only to the extent required in order to render such restrictions enforceable, and enforce any such restriction in its revised form for all purposes in the manner contemplated hereby.

7.6. Consideration. Executive hereby acknowledges that Vishay's obligation to make payments to Executive pursuant to Section 4 and Section 6 of this Agreement is in consideration of Executive's agreement to be bound by and comply with the provisions of this Section 7.

8. Miscellaneous.

8.1. Notices. Any notice, consent, request or other communication made or given in accordance with this Agreement, shall be in writing and shall be sent either by (a) personal delivery to the party entitled thereto, (b) registered or certified mail, return receipt requested, or (c) Federal Express or similar courier service. The notice, consent request or other communication shall be deemed to have been received upon personal delivery, upon confirmation of receipt of courier service, or, if mailed, three (3) days after mailing. Any notice, consent, request or other communication made or given in accordance with this Agreement shall be made to those listed below at their following respective addresses or at such other address as each may specify by notice to the other:

To Vishay: Vishay Intertechnology, Inc.
63 Lancaster Avenue
Malvern, Pennsylvania 19355-2120
Attention: Chief Executive Officer

To Executive: At Executive's address of record in the personnel files of Vishay.

8.2. Successors.

(a) This Agreement is personal to Executive and, without the prior written consent of Vishay, shall not be assignable by Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's heirs and legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon Vishay and its successors and assigns.

8.3. Complete Understanding; Amendment; Waiver. This Agreement constitutes the complete understanding between the parties with respect to the employment of Executive and supersedes all other prior agreements and understandings, both written and oral, between Executive and Vishay (and/or any Vishay subsidiary or affiliate) with respect to the subject matter hereof (including, without limitation, the 2019 Agreement, but excluding the Employee Acknowledgement and Non-Disclosure Agreement signed by Executive on October 22, 2015 and the restrictive covenants contained in that certain Employment Agreement between Executive and Vishay dated May 6, 1992). No statement, representation, warranty or covenant has been made by either party with respect these matters except as expressly set forth herein. This Agreement shall not be altered, modified, amended or terminated except by a written instrument signed by each of the parties hereto. Any waiver of any term or provision hereof, or of the application of any such term or provision to any circumstances, shall be in writing signed by the party charged with giving such waiver. Waiver by either party hereto of any breach hereunder by the other party shall not operate as a waiver of any other breach, whether similar to or different from the breach waived. No delay on the part of Vishay or Executive in the exercise of any of their respective rights or remedies shall operate as a waiver thereof and no single or partial exercise by Vishay or Executive of any such right or remedy shall preclude other or further exercise thereof.

8.4. Withholding Taxes. Vishay may withhold from all payments due to Executive (or his beneficiary or estate) under this Agreement all taxes which, by applicable federal, state, local or other law, Vishay is required to withhold therefrom.

8.5. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable in part, the remaining portion of such provision, together with all other provisions of this Agreement, shall remain valid and enforceable and continue in full force and effect to the fullest extent consistent with law.

8.6. Other Conditions of Service. Executive will also be subject to all policies of Vishay in effect from time to time with respect to its executives generally, including (without limitation) any policies regarding clawbacks, securities trading or hedging or pledging of securities.

8.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the principles of conflicts of law.

8.8. Arbitration. Except as provided in Section 7.5 hereof, any dispute or controversy under this Agreement shall be settled exclusively by arbitration in Philadelphia, Pennsylvania, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitration award in any court having jurisdiction. The arbitrator may award legal fees but shall not be obligated to do so.

8.9. Titles and Captions. All Section titles or captions in this Agreement are for convenience only and in no way define, limit, extend or describe the scope or intent of any provision hereof.

8.10. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, and all such counterparts shall constitute but one and the same instrument. Any counterpart may be executed and delivered electronically (including via docuSign, portable document format or similar method) and a receiving party may rely on the receipt of a document so executed and delivered as if the original had been received.

IN WITNESS WHEREOF, Executive has executed this Agreement and Vishay has caused this Agreement to be executed in its name and on its behalf, on the date(s) indicated below.

VISHAY INTERTECHNOLOGY, INC.

February 27, 2024

Date

By: /s/ Michael S. O'Sullivan

Name: Michael S. O'Sullivan

Title: Executive Vice President – Chief Administrative and Legal Officer

EXECUTIVE

February 27, 2024

Date

/s/ David E. McConnell

VISHAY INTERTECHNOLOGY, INC.
63 LANCASTER AVENUE
MALVERN, PENNSYLVANIA 19355

February 27, 2024

Mr. Roy Shoshani

Re: Amendment to Employment Agreement

Dear Roy:

Reference is made to that certain Employment Agreement entered into on July 14, 2022 and effective as of January 1, 2023 (the "Employment Agreement"). Effective as provided herein, the Employment Agreement is hereby amended as described below:

1. Effective as of January 1, 2024, Section 4.1 of the Employment Agreement is replaced in its entirety with the following:

4.1 Base Salary. Vishay Siliconix shall pay Executive a base salary of not less than \$552,000 per year (as adjusted from time to time, the "Base Salary"). Such Base Salary will be reviewed annually by the Compensation Committee and will be paid in accordance with Vishay Siliconix's standard salary policies as they exist from time to time, subject to such deductions, if any, as are required by law or elected by Executive (for example, with respect to 401(k) plan contributions).

2. Effective as of the date hereof, Section 4.2 of the Employment Agreement is replaced in its entirety with the following:

4.2 Bonus. For each fiscal year ending both during the Term and prior to the time that notice of termination is given by either party, Executive shall be eligible to earn an annual performance bonus ("Bonus") payable in cash, with a target opportunity at least equal to 100% of his Base Salary. The actual amount of Bonus payable to Executive shall be determined by the Compensation Committee, and shall be based upon the achievement of certain corporate and/or individual performance goals to be established by the Compensation Committee in its sole discretion.

3. Effective as of January 1, 2024, Section 4.3 of the Employment Agreement is deleted in its entirety, and Section 4.4 (and all references thereto) is hereby redesignated as "Section 4.3".

4. Effective as of the date hereof, Section 4.4(a) of the Employment Agreement is amended by the replacement of "January 1st" with the "March 1st".

You expressly consent to such modification to the Employment Agreement and agree that such modification does not give you a basis to resign your employment for Good Reason (as defined in the Employment Agreement).

This letter agreement shall constitute an amendment to the Employment Agreement, and except as otherwise set forth herein, all other terms and conditions of the Employment Agreement remain unchanged.

This letter agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and all of which shall constitute one and the same agreement. The counterparts of this letter agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by any of the parties and the receiving parties may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

To confirm your agreement with the foregoing, please countersign this letter agreement in the space below provided.

SILICONIX INCORPORATED

By: /s/ Michael S. O'Sullivan

Name: Michael S.
O'Sullivan
Title: Senior Vice President

VISHAY INTERTECHNOLOGY, INC.

By: /s/ Michael S. O'Sullivan

Name: Michael S.
O'Sullivan
Title: Executive Vice
President – Chief
Administrative and Legal
Officer

Accepted and agreed:

/s/ Roy Shoshani

DATE: February 27, 2024

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is entered into on February 27, 2024, by and between VISHAY INTERTECHNOLOGY, INC., a Delaware corporation (“Vishay”), and MICHAEL S. O’SULLIVAN (“Executive”).

WITNESSETH:

WHEREAS, Vishay and Executive are parties to that certain Agreement regarding severance benefits dated February 19, 2019 (“2019 Agreement”); and

WHEREAS, effective January 1, 2024 (the “Effective Date”), Vishay and Executive wish to enter into this Agreement to reflect Executive’s terms and conditions of employment and replace the 2019 Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Definitions.**

1.1. “Accrued Compensation” means (a) earned but unpaid Base Salary (as defined below) and (b) unpaid business expense reimbursements, in each case as determined as of the Date of Termination.

1.2. “Board of Directors” means the Board of Directors of Vishay.

1.3. “Cause” means any of the following:

(a) Executive’s conviction of a felony or any other crime involving moral turpitude (whether or not involving Vishay and/or its subsidiaries);

(b) any act or failure to act by Executive involving dishonesty, fraud, misrepresentation, theft or embezzlement of assets from Vishay and/or its subsidiaries; or

(c) Executive’s (i) willful and repeated failure to substantially perform his duties under this Agreement (other than as a result of total or partial incapacity due to physical or mental illness or injury) or (ii) willful and repeated failure to substantially comply with any policy of Vishay and/or its subsidiaries applicable to Executive; provided, however, that a termination pursuant to this clause (c) will not become effective unless Executive fails to cure such failure to perform or comply within twenty (20) days after written notice thereof from Vishay.

For avoidance of doubt, a termination due to Disability will not constitute a termination without Cause.

1.4. “Change in Control” has the meaning defined in the Long-Term Incentive Plan.

1.5. “Compensation Committee” means the Compensation Committee of the Board of Directors.

1.6. “Competing Business” means any business or venture located anywhere in the world that is engaged in any business activities to the extent Vishay or any subsidiary or affiliate of Vishay is engaged in such activities or has significant plans to enter into such activities on the Date of Termination.

1.7. “Date of Termination” means (a) the effective date on which Executive’s employment by Vishay terminates within the meaning of a “separation from service” under Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), or (b) if Executive’s employment by Vishay terminates by reason of death, the date of Executive’s death.

1.8. “Disability” means a disability entitling Executive to long-term disability benefits under a plan of Vishay (or a subsidiary or affiliate of Vishay).

1.9. “Good Reason” means, without Executive’s express written consent, the occurrence of any of the following events:

(a) any material and adverse change in Executive’s titles, offices, duties, or responsibilities (including reporting responsibilities) with respect to Vishay or any subsidiary or affiliate of Vishay from those set forth in this Agreement;

(b) a material reduction in Executive’s annual Base Salary (as the same may be increased from time to time after the Effective Date);

(c) relocation of Executive’s principal place of performance by more than 50 miles from Malvern, Pennsylvania (excluding for this purpose reasonable business travel from time to time); or

(d) a material breach of this Agreement by Vishay;

provided however, that none of the foregoing events or conditions will constitute Good Reason unless Executive provides Vishay with written objection to the event or condition within 30 days following the initial occurrence thereof, Vishay does not reverse or otherwise cure the event or condition within 30 days of receiving that written objection, and Executive resigns his employment within 90 days following the expiration of that cure period.

1.10. “Long-Term Incentive Plan” means the Vishay Intertechnology, Inc. 2023 Long-Term Incentive Plan.

1.11. “Non-Competition Period” means the period commencing upon the Effective Date and ending on the first anniversary of the Date of Termination.

1.12. “Non-Solicitation Period” means the period commencing upon the Effective Date and ending on the first anniversary of the Date of Termination.

2. Term. The “Term” of Executive’s employment hereunder shall commence on the Effective Date and continue until terminated in accordance with the provisions of this Agreement. If Executive’s employment ceases for any reason prior to the Effective Date, this Agreement will be *void ab initio* and the effects of such cessation will be determined without regard to this Agreement.

3. Duties.

3.1. Positions. During the Term, Executive shall serve as the Executive Vice President and Chief Administrative and Legal Officer of Vishay, reporting directly to the Chief Executive Officer of Vishay or such other individual as may be designated by the Chief Executive Officer of Vishay from time to time.

3.2. Authority and Responsibility. Executive shall have authority and responsibility customarily applicable to the position described in Section 3.1, and shall perform such other duties as may be assigned by Vishay from time to time.

3.3. Activities. Excluding any periods of vacation, personal, sick leave and other permitted absences to which Executive is entitled according to this Agreement and applicable law, Executive shall devote his full professional attention and best efforts during the Term to the business and affairs of Vishay and its subsidiaries and affiliates. It shall not be considered a violation of the foregoing for Executive to (a) provide services to Vishay or any of its subsidiaries or affiliates, (b) serve on corporate, industry, civic or charitable boards or committees, or (c) manage personal investments, so long as such activities would be permitted under Section 7 and do not interfere with the performance of Executive’s responsibilities as an employee of Vishay in accordance with this Agreement.

4. Compensation.

4.1. Base Salary. Vishay shall pay Executive a base salary of not less than \$447,000 per year (as adjusted from time to time, the “Base Salary”). Such Base Salary will be reviewed annually by the Compensation Committee and will be paid in accordance with Vishay’s standard salary policies as they exist from time to time, subject to such deductions, if any, as are required by law or elected by Executive (for example, with respect to 401(k) plan contributions).

4.2. Bonus. For each fiscal year ending both during the Term and prior to the time that notice of termination is given by either party, Executive shall be eligible to earn an annual performance bonus (“Bonus”) payable in cash, with a target opportunity at least equal to 50% of his Base Salary. The actual amount of Bonus payable to Executive shall be determined by the Compensation Committee and shall be based upon the achievement of certain corporate and/or individual performance goals to be established by the Compensation Committee in its sole discretion.

4.3. Annual Equity Grant.

(a) On or about each March 1st occurring both during the Term and prior to the time that notice of termination is given by either party, Executive will be eligible to receive an annual equity award under the Long-Term Incentive Plan (or any successor plan or arrangement thereof). With respect to any annual equity awards granted to Executive by Vishay or its successor on or after the Effective Date, the size of Executive’s annual equity award and, except as otherwise specified herein, all other terms of each year’s equity award, will be determined by the Compensation Committee in its discretion.

(b) With respect to annual equity awards granted to Executive by Vishay or its successor on or after the Effective Date, if Executive’s service ceases due to (i) resignation by Executive for any reason after Executive attains age 62 (unless Cause then exists), (ii) Executive’s death or Disability, (iii) termination by Vishay without Cause upon or within one year following a Change in Control, or (iv) resignation by Executive with Good Reason upon or within one year following a Change in Control, then subject in each case (other than death) to Executive’s execution of a release of claims in favor of Vishay and its subsidiaries and affiliates in accordance with Section 6.2(c), any service-based vesting criteria applicable to such equity awards will be deemed satisfied and any performance-based vesting criteria applicable to such equity awards will remain in effect.

(c) Upon a Change in Control, to the extent Executive’s then outstanding equity awards granted pursuant to this Section 4.3 are not assumed or continued by the surviving company, such awards will then vest (with any performance-based vesting criteria deemed satisfied at the target level or, if greater, at the level of actual performance achieved through the date of such Change in Control).

5. Additional Rights.

5.1. Participation in Benefit Plans and Programs. During the Term, Executive, together with his spouse and dependent children up to age 26, shall be entitled to participate in any and all medical insurance, group health insurance, disability insurance, life insurance and retirement plans which are generally made available by Vishay to its senior executives in the United States, subject to the eligibility requirements and other provisions of such plans and programs.

5.2. Reimbursement of Expenses. In accordance with Vishay's standard reimbursement policies as they exist from time to time, Vishay shall reimburse Executive for all reasonable and documented travel, business entertainment and other business expenses incurred by Executive in connection with the performance of his duties under this Agreement.

5.3. Vacation, Personal and Sick Days. Executive shall be entitled to paid vacation, holidays, personal and sick days in accordance with and subject to Vishay's policies, as in effect from time to time.

5.4. Indemnification. Vishay shall indemnify Executive to the extent provided in Vishay's certificate of incorporation and/or bylaws, as in effect from time to time.

6. Termination of Employment: Compensation Upon Termination.

6.1. Termination. Executive's employment with Vishay may be terminated by Executive or by Vishay for any or no reason.

6.2. Compensation Upon Termination.

(a) Termination by Vishay Without Cause; Termination by Executive With Good Reason. In the event Executive's employment with Vishay is terminated by Vishay without Cause or by Executive with Good Reason, Executive shall be entitled to the following:

(i) A lump sum cash payment equal to all Accrued Compensation, such payment to be made within 15 days after the Date of Termination.

(ii) Payment of any otherwise earned but unpaid Bonus for any fiscal year ending prior to the Date of Termination, payable in the same manner and at the same time as such Bonus would have been paid in the absence of such termination.

(iii) Payment of a pro-rata Bonus for the fiscal year in which the Date of Termination occurs, determined and paid in the same manner and at the same time as such Bonus would have been determined and paid in the absence of such termination. The pro-ration of such Bonus will be determined based on the number of days of the applicable fiscal year that have transpired prior to the Date of Termination relative to the total number of days contained in that fiscal year.

(iv) Continued payment of Executive's then current Base Salary from the Date of Termination until the third anniversary of the Date of Termination, to be paid in equal installments in accordance with Vishay's standard payroll practices, as in effect from time to time, but no less frequently than monthly, and which shall commence in accordance with Section 6.2(c).

(v) All rights Executive is entitled to under the terms of Vishay's benefit plans or arrangements (other than severance benefit plans).

(b) Termination For Any Other Reason. In the event Executive's employment with Vishay is terminated for any reason other than as specified in Section 6.2(a), Executive shall be entitled to (i) a lump sum cash payment equal to all Accrued Compensation, such payment to be made within 15 days after the Date of Termination; (ii) all rights Executive is entitled to under the terms of Vishay benefit plans or arrangements; and (iii) in the case of a cessation of employment due to Executive's death or Disability, the Bonus payments described above in Sections 6.2(a)(ii) and (iii); provided, in the case of a cessation due to Disability, such Bonus payments will be conditioned on Executive's execution of a release of claims in favor of Vishay and its subsidiaries and affiliates in accordance with Section 6.2(c).

(c) Release. Notwithstanding any other provision of this Agreement, (i) Executive shall not be entitled to receive any payments pursuant to Sections 6.2(a)(ii), (iii) and (iv) unless Executive has executed and delivered to Vishay a release of all claims in the form prescribed by Vishay ("Release"), and such Release becomes irrevocable within 60 days following the Date of Termination, and (ii) Executive shall be entitled to receive such payments only so long as Executive has not breached the provisions of Section 7 hereof. The severance benefits described in Sections 6.2(a)(ii), (iii) and (iv) will be paid or begin to be paid, as applicable, within 65 days following the Date of Termination (or, in the case of the payments described in Sections 6.2(a)(ii) and (iii), at such later time as such Bonuses would have otherwise been payable in the absence of such termination); provided, that if the 60-day period described in the previous sentence begins in one taxable year and ends in the next succeeding taxable year, such payments shall not be paid or begin to be paid, as applicable, until the succeeding taxable year.

6.3. Section 409A.

(a) Notwithstanding any other provision of this Agreement to the contrary or otherwise, to the extent any expense, reimbursement or in-kind benefit provided to Executive constitutes a "deferral of compensation" within the meaning of Section 409A of the Code, and its implementing regulations and guidance (collectively, "Section 409A"); (i) the amount of expenses eligible for reimbursement or in-kind benefits provided to Executive during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to Executive in any other calendar year; (ii) the reimbursements for expenses for which Executive is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred; and (iii) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

(b) Notwithstanding any other provision of this Agreement to the contrary or otherwise, any payment or benefit described in Section 6 that represents a “deferral of compensation” within the meaning of Section 409A shall only be paid or provided to Executive upon his “separation from service” within the meaning of Treas. Reg. §1.409A-1(h) (or any successor regulation). To the extent compliance with the requirements of Treas. Reg. §1.409A-3(i)(2) (or any successor provision) is necessary to avoid the application of an additional tax under Section 409A to payments due to Executive upon or following his “separation from service,” then notwithstanding any other provision of this Agreement (or any otherwise applicable plan, policy, agreement or arrangement), any such payments that are otherwise due to Executive before the later of (x) six months following the date of Executive’s “separation from service,” or (y) 18 months following the date this Agreement is fully executed (the later of (x) or (y), the “Later Payment Date”) will be deferred (without interest) and paid to Executive in a lump sum on the date immediately following the Later Payment Date. However, if Executive dies prior to the Later Payment Date, the amounts deferred on account of Treas. Reg. §1.409A-3(i)(2) (or any successor provision) shall be paid to the personal representatives of Executive’s estate within sixty (60) days following Executive’s death.

(c) Notwithstanding any other provision of this Agreement to the contrary or otherwise, all benefits or payments provided to Executive are intended to comply with or be exempt from Section 409A and payments may only be made under this Agreement upon an event and in a manner permitted by Section 409A or an applicable exemption. Nonetheless, the Company does not guaranty the tax treatment of any amount payable to Executive.

7. Restrictive Covenants.

7.1. Non-Competition. During the Non-Competition Period, Executive shall not, without the prior written consent of Vishay expressly authorized by the Board of Directors, directly or indirectly, own, manage, operate, join, control, participate in, invest in or otherwise be connected or associated with, in any manner, including as an officer, director, employee, independent contractor, subcontractor, stockholder, member, manager, partner, principal, consultant, advisor, agent, proprietor, trustee or investor, any Competing Business; provided, however, that nothing in this Agreement shall prevent Executive from (a) owning five percent (5%) or less of the stock or other securities of a publicly held corporation, so long as Executive does not in fact have the power to control, or direct the management of, and is not otherwise associated with, such corporation, or (b) performing services for an investment bank, investment advisor or investment fund that may, directly or indirectly, own, manage, operate, join, control, participate in, invest in or otherwise be connected or associated with, in any manner, any Competing Business, provided that Executive shall not, directly or indirectly, have any responsibility whatsoever for, provide any services whatsoever to, or otherwise be connected or associated with such Competing Business. Notwithstanding the foregoing, if a company has separate divisions or subsidiaries, some of which conduct a Competing Business and some of which conduct other businesses which are not Competing Businesses, then the restrictions imposed hereunder with respect to Competing Businesses shall apply only to the divisions or subsidiaries of such company that conduct the Competing Businesses, provided that (x) Executive shall not, directly or indirectly, have any responsibility whatsoever for, provide any services whatsoever to, or otherwise be connected or associated with any Competing Business of the same company, and (y) Executive obtains the prior written consent of Vishay expressly authorized by the Board of Directors, which consent shall not be unreasonably withheld.

7.2. Non-Solicitation. During the Non-Solicitation Period, Executive shall not, directly or indirectly:

(a) solicit any customer of Vishay or any of its subsidiaries or affiliates;

(b) hire, solicit for employment, or recruit any person who at the relevant time is or, within the preceding three (3) months, was, an officer, director, employee, independent contractor, subcontractor, manager, partner, principal, consultant, or agent of Vishay or any of its subsidiaries or affiliates, or induce or encourage any of the foregoing to terminate their employment, contractual or other relationship (as appropriate) with Vishay or any of its subsidiaries or affiliates, or attempt to do any of the foregoing either on Executive’s own behalf or for the benefit of any third person or entity;

(c) persuade or seek to persuade any customer of Vishay or any of its subsidiaries or affiliates to cease to do business or to reduce the amount of business which the customer has customarily done or contemplates doing with Vishay or such subsidiary or affiliate, whether or not the relationship with such customer was originally established in whole or in part through Executive’s efforts; or

(d) interfere in any manner in the relationship of Vishay or any of its subsidiaries or affiliates with any of their respective customers, suppliers, or independent contractors, whether or not the relationship with such customer, supplier or independent contractor was originally established in whole or in part through Executive’s efforts.

7.3. Confidential Information.

7.3.1. Executive agrees that he shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of Executive’s assigned duties hereunder and for the benefit of Vishay and/or its subsidiaries or affiliates, either during the Term or at any time thereafter, any nonpublic, proprietary or confidential information, knowledge or data in any form or media, whether documentary, written, oral or computer generated, relating to Vishay, any of its subsidiaries, affiliated companies or businesses, which shall have been obtained by Executive during Executive’s employment by Vishay and/or its subsidiaries or affiliates. The foregoing shall not apply to information that (a) was known to the public prior to its disclosure to Executive; (b) becomes known to the public subsequent to disclosure to Executive through no wrongful act of Executive or any representative of Executive; (c) Executive is required to disclose by applicable law, regulation or legal process (provided that Executive provides Vishay with prior notice of the contemplated disclosure and reasonably cooperates with Vishay at its expense in seeking a protective order or other appropriate protection of such

information); or (d) Executive discloses pursuant to federal whistleblower law or regulation, as described in Section 7.3.2 herein (in which case, the provisions in clause (c) above requiring notice to and cooperation with Vishay shall not apply). Notwithstanding clauses (a) and (b) of the preceding sentence, Executive's obligation to maintain such disclosed information in confidence shall not terminate where only portions of the information are in the public domain. Notwithstanding any other provision of this Agreement, (x) Executive may be entitled to immunity and protection from retaliation under the Defend Trade Secrets Act of 2016 for disclosing a trade secret under certain limited circumstances, as set forth in Vishay's trade secret policy, as the same may be amended from time to time.

7.3.2. Notwithstanding anything herein to the contrary, this Agreement shall not be construed to impede Executive from making reports (including voluntary reports) of possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934, as amended, or Section 806 of the Sarbanes-Oxley Act of 2002, or making other disclosures protected under the whistleblower provisions of federal law or regulation, require prior approval by Vishay or notification to Vishay of any such report, or prevent Executive from collecting a monetary award in connection with such report.

7.4. Non-Disparagement. Executive agrees not to make any public statements that disparage Vishay or its subsidiaries, affiliates, employees, officers, directors, products or services. Notwithstanding the foregoing, statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) shall not be subject to this Section 7.4, and this Section 7.4 shall not be construed so as to impede protected activity described in Section 7.3.2 above.

7.5. Acknowledgements Respecting Restrictive Covenants.

(a) Executive has carefully read and considered the provisions of this Section 7 and, having done so, agrees that:

(i) the restrictive covenants contained in this Section 7, including, without limitation, the scope and time period of such restrictions, are reasonable, fair and equitable in light of Executive's duties and responsibilities under this Agreement and the benefits to be provided to him under this Agreement; and

(ii) such restrictive covenants are reasonably necessary to protect the legitimate business interests of Vishay and its subsidiaries and affiliates.

(b) The parties acknowledge that it is impossible to measure in money the damages that will accrue to one party in the event that the other party breaches any of the restrictive covenants contained in this Section 7 and that any such damages, in any event, would be inadequate and insufficient. Therefore, if Executive breaches any restrictive covenant contained in this Section 7, Vishay shall be entitled to an injunction restraining the breaching party from violating such restrictive covenant. If Vishay shall institute any action or proceeding to enforce a restrictive covenant contained in this Section 7, Executive hereby waives, and agrees not to assert in any such action or proceeding, the claim or defense that Vishay has an adequate remedy at law.

(c) In the event of a breach of any of the restrictive covenants contained in this Section 7, the parties agree that Vishay, in addition to any injunctive relief as described in Section 7.5(b), shall be entitled to any other appropriate legal or equitable remedy.

(d) If any of the restrictive covenants contained in this Section 7 are deemed by a court of competent jurisdiction to be unenforceable by reason of their extent, duration or geographical scope or otherwise, the parties contemplate that the court shall revise such extent, duration, geographical scope or other provision but only to the extent required in order to render such restrictions enforceable, and enforce any such restriction in its revised form for all purposes in the manner contemplated hereby.

7.6. Consideration. Executive hereby acknowledges that Vishay's obligation to make payments to Executive pursuant to Section 4 and Section 6 of this Agreement is in consideration of Executive's agreement to be bound by and comply with the provisions of this Section 7.

8. Miscellaneous.

8.1. Notices. Any notice, consent, request or other communication made or given in accordance with this Agreement, shall be in writing and shall be sent either by (a) personal delivery to the party entitled thereto, (b) registered or certified mail, return receipt requested, or (c) Federal Express or similar courier service. The notice, consent request or other communication shall be deemed to have been received upon personal delivery, upon confirmation of receipt of courier service, or, if mailed, three (3) days after mailing. Any notice, consent, request or other communication made or given in accordance with this Agreement shall be made to those listed below at their following respective addresses or at such other address as each may specify by notice to the other:

To Vishay: Vishay Intertechnology, Inc.
63 Lancaster Avenue
Malvern, Pennsylvania 19355-2120
Attention: Chief Executive Officer

To Executive: At Executive's address of record in the personnel files of Vishay.

8.2. Successors.

(a) This Agreement is personal to Executive and, without the prior written consent of Vishay, shall not be assignable by Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's heirs and legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon Vishay and its successors and assigns.

8.3. Complete Understanding; Amendment; Waiver. This Agreement constitutes the complete understanding between the parties with respect to the employment of Executive and supersedes all other prior agreements and understandings, both written and oral, between Executive and Vishay (and/or any Vishay subsidiary or affiliate) with respect to the subject matter hereof (including, without limitation, the 2019 Agreement, but excluding the Employee Acknowledgement and Disclosure Agreement signed by Executive on October 22, 2015, the Agreement to Assign Inventions and Patents between Executive and Vishay dated August 13, 2012, and the Non-Disclosure Agreement between Executive and Vishay dated August 13, 2012). No statement, representation, warranty or covenant has been made by either party with respect to these matters except as expressly set forth herein. This Agreement shall not be altered, modified, amended or terminated except by a written instrument signed by each of the parties hereto. Any waiver of any term or provision hereof, or of the application of any such term or provision to any circumstances, shall be in writing signed by the party charged with giving such waiver. Waiver by either party hereto of any breach hereunder by the other party shall not operate as a waiver of any other breach, whether similar to or different from the breach waived. No delay on the part of Vishay or Executive in the exercise of any of their respective rights or remedies shall operate as a waiver thereof and no single or partial exercise by Vishay or Executive of any such right or remedy shall preclude other or further exercise thereof.

8.4. Withholding Taxes. Vishay may withhold from all payments due to Executive (or his beneficiary or estate) under this Agreement all taxes which, by applicable federal, state, local or other law, Vishay is required to withhold therefrom.

8.5. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable in part, the remaining portion of such provision, together with all other provisions of this Agreement, shall remain valid and enforceable and continue in full force and effect to the fullest extent consistent with law.

8.6. Other Conditions of Service. Executive will also be subject to all policies of Vishay in effect from time to time with respect to its executives generally, including (without limitation) any policies regarding clawbacks, securities trading or hedging or pledging of securities.

8.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the principles of conflicts of law.

8.8. Arbitration. Except as provided in Section 7.5 hereof, any dispute or controversy under this Agreement shall be settled exclusively by arbitration in Philadelphia, Pennsylvania, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitration award in any court having jurisdiction. The arbitrator may award legal fees but shall not be obligated to do so.

8.9. Titles and Captions. All Section titles or captions in this Agreement are for convenience only and in no way define, limit, extend or describe the scope or intent of any provision hereof.

8.10. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, and all such counterparts shall constitute but one and the same instrument. Any counterpart may be executed and delivered electronically (including via docuSign, portable document format or similar method) and a receiving party may rely on the receipt of a document so executed and delivered as if the original had been received.

IN WITNESS WHEREOF, Executive has executed this Agreement and Vishay has caused this Agreement to be executed in its name and on its behalf, on the date(s) indicated below.

VISHAY INTERTECHNOLOGY, INC.

February 27, 2024

Date

By: /s/ Peter Henrici

Name: Peter Henrici

Title: Executive Vice President – Corporate Development

EXECUTIVE

February 27, 2024

Date

/s/ Michael S. O'Sullivan

VISHAY INTERTECHNOLOGY, INC.
63 LANCASTER AVENUE
MALVERN, PENNSYLVANIA 19355

February 27, 2024

Mr. Peter Henrici

Re: Amendment to Second Amended and Restated Employment Agreement

Dear Peter:

Reference is made to that certain Second Amended and Restated Employment Agreement entered into on July 14, 2022 and effective as of January 1, 2023 (the "Employment Agreement"). Effective as provided herein, the Employment Agreement is hereby amended as described below:

1. Effective as of January 1, 2023, Section 3.1 of the Employment Agreement is replaced in its entirety with the following:

3.1 Positions. During the Term, Executive shall serve as Vishay's (i) Executive Vice President – Corporate Development, reporting directly to the Chief Executive Officer of Vishay or such other individual as may be designated by the Chief Executive Officer of Vishay from time to time, and (ii) Corporate Secretary, reporting directly to the Chairperson of the Board of Directors or such other individual as may be designated by the Chairperson of the Board of Directors from time to time

2. Effective as of the date hereof, Section 4.2 of the Employment Agreement is replaced in its entirety with the following:

4.2 Bonus. For each fiscal year ending both during the Term and prior to the time that notice of termination is given by either party, Executive shall be eligible to earn an annual performance bonus ("Bonus") payable in cash, with a target opportunity at least equal to 55% of his Base Salary. The actual amount of Bonus payable to Executive shall be determined by the Compensation Committee, and shall be based upon the achievement of certain corporate and/or individual performance goals to be established by the Compensation Committee in its sole discretion.

3. Effective as of the date hereof, Section 4.3(a) of the Employment Agreement is amended by the replacement of "January 1st" with the "March 1st".

You expressly consent to such modification to the Employment Agreement and agree that such modification does not give you a basis to resign your employment for Good Reason (as defined in the Employment Agreement).

This letter agreement shall constitute an amendment to the Employment Agreement, and except as otherwise set forth herein, all other terms and conditions of the Employment Agreement remain unchanged.

This letter agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and all of which shall constitute one and the same agreement. The counterparts of this letter agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by any of the parties and the receiving parties may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

To confirm your agreement with the foregoing, please countersign this letter agreement in the space below provided.

VISHAY INTERTECHNOLOGY, INC.

By: /s/ Michael S. O'Sullivan

Name: Michael S.
O'Sullivan
Title: Executive Vice
President – Chief
Administrative and Legal
Officer

Accepted and agreed:

/s/ Peter Henrici

DATE: February 27, 2024

Vishay Intertechnology Appoints David McConnell Chief Financial Officer

Promotes David Tomlinson Chief Accounting Officer

MALVERN, Pa. — February 27, 2024 — Vishay Intertechnology, Inc. (NYSE: VSH) today announced that its Board of Directors has appointed David McConnell, Senior Vice President – Corporate Treasurer and Risk Management, to the role of Executive Vice President – Chief Financial Officer, replacing Lori Lipcaman who is resigning from that position. In addition, David Tomlinson, Senior Vice President – Corporate Controller, has been promoted by the Board to the newly created role of Senior Vice President – Chief Accounting Officer reporting to Mr. McConnell. The new positions of Mr. McConnell and Mr. Tomlinson will take effect on March 1, 2024.

“The appointment of Dave McConnell as CFO and promotion of Dave Tomlinson to the newly created role of CAO strengthens Vishay’s leadership team as we create a new Vishay that is business minded and puts the customer first in everything we do,” said President and CEO Joel Smejkal.

“Dave McConnell is a seasoned, dynamic and trusted leader within our finance organization. He possesses the necessary business understanding of Vishay’s global operations to collaborate effectively with business unit heads and functional leaders in developing Vishay’s multi-year strategic and operational plans to take full advantage of the mega trends in connectivity, e-mobility and sustainability. Dave Tomlinson’s proven accounting management and financial reporting capabilities and extensive experience with Vishay’s global operations have been and will be instrumental to our efforts to enhance our financial analytics and decision-making tools to support Vishay’s re-orientation from a cash flow managed business to a P&L driven company,” added Mr. Smejkal. “Both Dave McConnell and Dave Tomlinson have embraced the organizational changes that are driving Vishay’s ambition to accelerate growth and optimize returns and I am confident they will have a positive impact on the organization and help us achieve our goals.”

“Lori Lipcaman has served Vishay extremely well over her 35-year career at the company, and on behalf of the Board and entire organization I wish to extend my appreciation to her for her abiding dedication and commitment to Vishay,” said Mr. Smejkal.

David McConnell, 57, has been Senior Vice President – Corporate Treasurer and Risk Management since January 2016. Mr. McConnell has held various positions of increasing responsibility since joining Vishay in 1992 including Vice President – Corporate Treasurer (2011-2015) and Vice President Financial Analysis and Cash management (2008 – 2011), and various roles in corporate, regional and divisional finance. Prior to joining Vishay in 1992, Mr. McConnell worked at Ernst & Young LLP serving large, multi-national clients in various industries. Mr. McConnell is a Certified Public Accountant in Pennsylvania.

David Tomlinson, 49, has been Senior Vice President – Corporate Controller since November 2009. Mr. Tomlinson has held various positions of increasing responsibility since joining Vishay in 2003, including Vice President – Assistant Corporate Controller (2005-2009) and Director of Financial Reporting for both Vishay and its then-majority-owned subsidiary Siliconix incorporated. Prior to joining Vishay, Mr. Tomlinson worked at PricewaterhouseCoopers LLP serving large, multi-national clients in various industries. Mr. Tomlinson is a Certified Public Accountant in Pennsylvania.

About Vishay

Vishay manufactures one of the world's largest portfolios of discrete semiconductors and passive electronic components that are essential to innovative designs in the automotive, industrial, computing, consumer, telecommunications, military, aerospace, and medical markets. Serving customers worldwide, Vishay is **The DNA of tech.**[™] Vishay Intertechnology, Inc. is a Fortune 1,000 Company listed on the NYSE (VSH). More on Vishay at www.Vishay.com.

Statements contained herein that relate to the Company's executive leadership and strategic plans are forward-looking statements within the safe harbor provisions of Private Securities Litigation Reform Act of 1995. Words such as “will be,” “will,” “plan,” “assume,” “intend,” or other similar words or expressions often identify forward-looking statements. Such statements are based on current expectations only, and are subject to certain risks, uncertainties and assumptions, many of which are beyond our control. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results, performance, or achievements may vary materially from those anticipated, estimated or projected. Among the factors that could cause actual results to materially differ include: general business and economic conditions; manufacturing or supply chain interruptions or changes in customer demand because of COVID-19 or otherwise; delays or difficulties in implementing our cost reduction strategies; delays or difficulties in expanding our manufacturing capacities; an inability to attract and retain highly qualified personnel; changes in foreign currency exchange rates; uncertainty related to the effects of changes in foreign currency exchange rates; competition and technological changes in our industries; difficulties in new product development; difficulties in identifying suitable acquisition candidates, consummating a transaction on terms which we consider acceptable, and integration and performance of acquired businesses; changes in U.S. and foreign trade regulations and tariffs, and uncertainty regarding the same; changes in applicable domestic and foreign tax regulations, and uncertainty regarding the same; changes in applicable accounting standards and other factors affecting our operations that are set forth in our filings with the Securities and Exchange Commission, including our annual reports on Form 10-K and our quarterly reports on Form 10-Q. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

The DNA of tech[™] is a trademark of Vishay Intertechnology.

Contact:

Vishay Intertechnology, Inc.

Peter Henrici

Executive Vice President, Corporate Communications

+1-610-644-1300