

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 15, 2018

**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

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.

---

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

### (e) Compensatory Arrangements of Certain Officers

On February 15, 2018, Vishay Intertechnology, Inc. (the "Company"), directly and/or through its subsidiaries, entered into new executive employment agreements with each of Lori Lipcaman, its Executive Vice President and Chief Financial Officer; Clarence Tse, its Executive Vice President, Business Head Semiconductors; Joel Smejkal, its Executive Vice President, Business Head Passive Components; David Valletta, its Executive Vice President, Worldwide Sales; and Werner Gebhardt, its Executive Vice President, Global Human Resources. Each of these agreements is referred to in this Current Report on Form 8-K as an "Executive Employment Agreement." In addition, on February 15, 2018, the Company entered into an amendment to its services agreement with Johan Vandoorn, its Executive Vice President and Chief Technical Officer (the "Services Agreement Amendment," and together with the Executive Employment Agreements, the "Agreements").

The principal terms of the Agreements are summarized below:

- **Term:** Each Agreement continues in effect indefinitely, subject to termination in accordance with the severance and notice provisions described below.
- **Title, Salary, Pension and Cash Bonus Opportunities:** The Agreements preserve the executives' current titles, salaries and pension entitlements. The executives will continue to be eligible to receive cash bonuses substantially consistent with previously disclosed terms, and the Compensation Committee of the Company's Board of Directors will have discretion in setting the goals used in determining such cash bonuses.
- **Annual Equity Awards:** Each executive will be entitled to an annual equity grant, each with a grant date fair value equal to a specified percentage of such executive's then-current base salary. Up to 75% of the awards granted in any year may be subject to performance-based vesting, with the balance of the awards subject to time-based vesting. All annual equity awards will vest in full immediately prior to the consummation of a change of control transaction. The agreements also provide for acceleration of the annual equity awards under the following circumstances:
  - o Time-based vesting conditions will be deemed satisfied, and performance-based vesting conditions will remain in effect, upon the executive's death, disability, termination without cause, resignation for good reason, or resignation for any reason following the attainment of age 62 (except where cause exists).
  - o Accelerated or continued vesting, as applicable, will be subject to the executive's execution of a release (except in the event of the executive's death).
- **Compensation on Termination:**
  - o **Severance:** Upon a termination without cause or resignation with good reason, and subject to the execution of a general release, the executives will be entitled to receive:
    - § continuation of base salary for 36 months;
    - § payment of any earned but unpaid bonus for the previously completed year; and
    - § payment of a pro-rata bonus for the year of termination, based on that year's actual performance.
  - o **Effect of Change in Control on Severance:**
    - § Upon a termination without cause or resignation with good reason within 16 months following a change in control, the 36 months of base salary continuation will be paid as a lump sum payment.
    - § In the event a change in control, any resignation during the 12 month period beginning 4 months following the change in control will trigger the severance payment described above, unless cause then exists.
  - o **Death or Disability:** In the event of termination due to death or disability, the executive or their estate will receive:
    - § payment of any earned but unpaid bonus for the previously completed year; and
    - § payment of a pro-rata bonus for the year of termination, based on that year's actual performance.

The Executive Employment Agreements with Ms. Lipcaman and Mr. Gebhardt, who are both German residents, provide the benefits described above, but vary slightly from the other Executive Employment Agreements to accommodate the requirements of German employment law, including notice of termination and other requirements.

- **Restrictive Covenants:** The Agreements also provide for customary non-compete and non-solicitation covenants, which apply during employment and for one year thereafter, except for German executives, who may be subject to "garden leaves" that have substantially similar effects.

The foregoing summary is qualified in its entirety by reference to the Agreements, which are filed as Exhibits 10.1–10.6, respectively, to this Current Report on Form 8-K.



## Item 8.01 - Other Events

### *Cash Dividend Declaration*

On February 15, 2018, Vishay declared a quarterly cash dividend of \$0.0675 per share of common stock and Class B common stock outstanding payable on March 29, 2018 to stockholders of record at the close of business on March 14, 2018. A copy of the press release announcing the dividend declaration is attached as Exhibit 99.1 to this report.

## Item 9.01 - Financial Statements and Exhibits

### (d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
<a href="#"><u>10.1</u></a>	<a href="#"><u>Employment Agreement, dated February 15, 2018, between Vishay Europe GmbH (an indirect wholly owned subsidiary of Vishay Intertechnology, Inc.), Vishay Intertechnology, Inc., and Lori Lipcman.</u></a>
<a href="#"><u>10.2</u></a>	<a href="#"><u>Third Amendment to Terms and Conditions of Johan Vandoorn Employment Agreement, dated February 15, 2018.</u></a>
<a href="#"><u>10.3</u></a>	<a href="#"><u>Employment Agreement, dated February 15, 2018, between Vishay Americas, Inc. (a wholly owned subsidiary of Vishay Intertechnology, Inc.), Vishay Intertechnology, Inc., and David Valletta.</u></a>
<a href="#"><u>10.4</u></a>	<a href="#"><u>Employment Agreement, dated February 15, 2018, between Vishay Singapore Pte. Ltd. (an indirect wholly owned subsidiary of Vishay Intertechnology, Inc.), Vishay Intertechnology, Inc., and Clarence Tse.</u></a>
<a href="#"><u>10.5</u></a>	<a href="#"><u>Employment Agreement, dated February 15, 2018, between Vishay Americas, Inc. (a wholly owned subsidiary of Vishay Intertechnology, Inc.), Vishay Intertechnology, Inc., and Joel Smejkal.</u></a>
<a href="#"><u>10.6</u></a>	<a href="#"><u>Employment Agreement, dated February 15, 2018, between Vishay Electronic GmbH (an indirect wholly owned subsidiary of Vishay Intertechnology, Inc.), Vishay Intertechnology, Inc., and Werner Gebhardt.</u></a>
<a href="#"><u>99.1</u></a>	<a href="#"><u>Press release dated February 15, 2018</u></a>

---

## 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 15, 2018

VISHAY INTERTECHNOLOGY, INC.

By: /s/ Lori Lipcaman

Name: Lori Lipcaman  
Title: Executive Vice President and  
Chief Financial Officer

**EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made as of February 15, 2018 (the "Effective Date"), by and between Vishay Europe GmbH, a company with limited liability organized under the laws of Germany ("Vishay Europe"), Vishay Intertechnology, Inc., a Delaware corporation ("Vishay"), and LORI LIPCAMAN (the "Executive").

**WITNESSETH:**

WHEREAS, Vishay Europe desires to continue to employ Executive and Executive desires to accept such continued employment; and

WHEREAS, Vishay Europe and Executive intend for this Agreement to document the terms and conditions of the employment relationship.

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 expense reimbursements.
- 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 her 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 Europe.

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 Stock Incentive Program and for the avoidance of doubt refers to a change in control of Vishay.
- 1.5. "Compensation Committee" means the Compensation Committee of the Board of Directors.
- 1.6. "Date of Termination" means the effective date of the cessation of Executive's employment by Vishay Europe.
- 1.7. "Disability." means a disability entitling Executive to long-term disability benefits under a plan of Vishay (or a subsidiary or affiliate of Vishay).
-

1.8. "Good Reason" means:

- (a) without Executive's express written consent, the occurrence of any of the following events:
  - (i) any material and adverse change in Executive's titles, offices, duties or responsibilities (including reporting responsibilities) with respect to Vishay Europe or Vishay from those set forth in this Agreement;
  - (ii) a material reduction in Executive's annual Base Salary (as the same may be increased from time to time after the Effective Date);
  - (iii) relocation of Executive's principal place of performance by more than 50 kilometers from [Address Redacted] (excluding for this purpose reasonable travel from time to time); or
  - (iv) a material breach of this Agreement by Vishay Europe;

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

- (b) In addition, if there occurs a Change in Control that also constitutes a "change in control event" as described in Treas. Reg. § 1.409A-3(i)(5)(i), then any resignation by Executive (other than a resignation when Cause exists) for which notice is given after that change in control event and that is effective during the 12 month period beginning four months after that change in control event, will constitute a resignation for Good Reason solely for purposes of Section 6.1.

1.9. "Stock Incentive Program" means the Vishay Intertechnology 2007 Stock Incentive Program.

2. Employment; Term.

- 2.1. Employment. Vishay Europe hereby continues to employ Executive, and Executive hereby accepts continued employment by Vishay Europe, in accordance with and subject to the terms and conditions set forth herein.
- 2.2. Term. Executive's employment pursuant to this Agreement shall commence on the Effective Date and continue for an indefinite term, until terminated in accordance with the terms of this Agreement. Either party may terminate the employment relationship by delivery of written notice of termination to the other (a) at least seven months in advance of the Date of Termination, where notice of termination is given after a Change in Control that also constitutes a "change in control event" as described in Treas. Reg. § 1.409A-3(i)(5)(i) and the Date of Termination occurs during the sixteen month period after that change in control event, or (b) at least one year in advance of the effective Date of Termination, in any other case. The Date of Termination will in any case occur on the last day of a calendar month.

3. Duties.

- 3.1. Position. During the Term, Executive shall serve as Executive Vice President and Chief Financial Officer (CFO) of Vishay, or any other position which will be agreed by the parties, 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 positions described in Section 3.1, and shall perform such other duties as may be assigned by Vishay or Vishay Europe 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 her 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 do not violate Executive's fiduciary duties and do not interfere with the performance of Executive's responsibilities as an employee of Vishay Europe in accordance with this Agreement.
-

4. Compensation.

- 4.1. Base Salary. Vishay Europe shall pay Executive a base salary of not less than €402,367 per year (the "Base Salary"), which shall be reviewed annually by the Compensation Committee. Such Base Salary shall be paid in accordance with Vishay Europe'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.
- 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 and maximum opportunity equal to 100% of her Base Salary. The actual amount of Bonus payable to Executive shall be determined by the Compensation Committee, and shall be based upon Vishay's 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 January 1st occurring both during the Term and prior to the time that notice of termination is given by either party, Vishay shall grant Executive an annual equity award under the Stock Incentive Program (or any successor plan or arrangement thereof) having a grant date fair value approximately equal to 40% of Executive's Base Salary on such date. Subject to Executive's continued service, such equity awards shall vest on January 1 of the third year following their grant, provided that the vesting of up to 75% of the equity awards granted in any year (determined as a percentage of grant date fair value) may also be subject to the achievement of performance goals established by the Compensation Committee.
  - (b) With respect to equity awards granted to Executive on or after January 1, 2017 and prior to the Effective Date, and equity awards granted to Executive pursuant to this Section 4.3, if Executive's service ceases due to (i) termination by Vishay Europe without Cause, (ii) resignation by Executive with Good Reason (or for any reason after Executive attains age 62, unless Cause then exists), or (iii) her death or Disability, 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, 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) In the event of a Change in Control, all then outstanding equity awards granted pursuant to this Section 4.3 shall immediately vest.
  - (d) If Executive's service ceases at any time due to her termination by Vishay Europe with Cause or by the Executive without Good Reason, except as provided under Section 4.3(b), all unvested equity awards will then immediately and automatically be forfeited.
- 5.1. Health and Nursing Care Allowance. Executive shall receive a monthly allowance equivalent to half of the contributions for adequate health and nursing care insurance for herself, her spouse and her dependent children. This allowance shall be limited in amount to half of the general contribution rate of the state health and nursing care insurance system.
- 5.2. Reimbursement of Expenses. In accordance with Vishay Europe's standard reimbursement policies as they exist from time to time, Vishay Europe shall reimburse Executive for all reasonable and documented travel, business entertainment and other business expenses incurred by Executive in connection with the performance of her duties under this Agreement.
- 5.3. Vacation, Personal and Sick Days. Executive shall be entitled to vacation days, holidays, military reserve service, personal and sick days ("Entitled Leave") according to German law and Vishay Europe's policies for its senior executives, as in effect from time to time. Executive shall be entitled to carry forward or to redeem her unused vacation days in accordance with and subject to Vishay Europe's policies for its senior executives, as in effect from time to time, ("Outstanding Entitled Leave").
- 5.4. Indemnification. Vishay Europe shall indemnify Executive to the extent provided in Vishay Europe's organizational documents, as in effect from time to time.
- 5.5. Other. Executive shall be entitled to such other benefits or perquisites, including contributions to Managers' Insurance and the like, as is customary in Germany and as Vishay Europe generally makes available to its senior executives.
-



6. Compensation Upon Termination.

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

- (a) continued payment of Executive's then current Base Salary from the Date of Termination until the third anniversary of the Date of Termination, deducting the applicable notice period subject to continued salary payment in accordance with Section 2.2(b), to be paid in equal installments in accordance with Vishay Europe'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; provided, however, that if the Date of Termination occurs within 16 months following a Change in Control that also constitutes "change in control event" described in Treas. Reg. § 1.409A-3(i)(5)(i), then in lieu of the installments payments otherwise due under this Section 6.1(a), Executive will instead receive a single lump sum payment equal to 29 months' Base Salary at the time specified in Section 6.2;
- (b) payment of any earned but unpaid Bonus for any fiscal year ending prior to the date that notice of termination is given, payable in the same manner and at the same time as such Bonus would have been paid in the absence of such termination; and
- (c) payment of a pro-rata Bonus for the fiscal year in which notice of termination is given, 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 that notice of termination is given relative to the total number of days contained in that fiscal year.

6.2. Release. Notwithstanding any provision of this Agreement, Executive shall not be entitled to receive any payments after the Date of Termination pursuant to Section 6.1 unless Executive has executed and delivered to Vishay Europe and Vishay a release of all claims in the form prescribed by Vishay Europe ("Release"), and such Release has become irrevocable within 60 days following the Date of Termination. The severance benefits described in Section 6.1(a) will be paid or begin to be paid, as applicable, as soon as practicable after the Release becomes irrevocable; 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. Death and Disability. In the event that Executive's employment with Vishay Europe ceases due to her death or Disability, Executive will be entitled to receive:

- (a) payment of any 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; and
- (b) 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;

provided, in the case of a cessation of employment 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.

7. Garden Leave.

7.1. In connection with a termination of employment, especially following notice of termination pursuant to Section 2.2 above or in connection with the conclusion of a separation agreement, or prior to retirement pursuant to Section 7.3 below, Vishay Europe reserves the right to release Executive in whole or in part from the obligation to work, while continuing to pay her remuneration ("Garden Leave"). To the extent Executive has any Outstanding Entitled Leave at the time of Termination, the amount of Outstanding Entitled Leave, if any, will be deducted from the duration of Executive's Garden Leave and all Outstanding Entitled Leave shall then be deemed settled.

7.2. Garden Leave shall initially be irrevocable for the duration of any Outstanding Entitled Leave, if applicable. Garden Leave remaining after any Outstanding Entitled Leave has been satisfied shall remain in effect and be revocable in case questions arise regarding the winding up of the contractual relationship or temporary work becomes necessary for operational reasons. This shall not affect the remaining provisions of this Agreement or any restrictive covenant agreement between Vishay or any of its subsidiaries and the Executive. In this respect, all terms of any restrictive covenant agreement, including but not limited to, terms regarding confidentiality and duty not to compete, shall

remain in effect. Any income earned elsewhere during Garden Leave shall be deducted pursuant to Sec. 615 sentence 2 of the Civil Code, however, this provision does not apply during any Outstanding Entitled Leave.

---

7.3. The Pension Promise (Versorgungszusage) as of October 10, 2000, as amended March 3, 2017, remains in full force and effect.

7.4. Except as otherwise provided in Sections 1.8(b), 4.3(c) and 6.1(a) above, it is the understanding of the parties hereto that no payments under this Agreement are contingent upon or related to a change in control of Vishay or Vishay Europe and all such payments are to be paid without regard to the occurrence of a change in control of Vishay or Vishay Europe.

7.5. 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 Internal Revenue Code of 1986, as amended (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) For purposes of Section 409A, each payment in a series of payments provided to Executive pursuant to this Agreement will be deemed a separate payment.
- (c) Notwithstanding any other provision of this Agreement to the contrary or otherwise, any payment or benefit to Executive 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 her "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 her "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 within six months following Executive's "separation from service" will be deferred (without interest) and paid to Executive in a lump sum immediately following that six month period. In the event Executive dies during that six month period, 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 the Executive's estate within sixty (60) days following Executive's death. To the extent permitted by Treas. Reg. § 1.409A-1(b)(9)(or any successor provision), this provision shall not be construed as preventing payments to Executive pursuant to Section 6 in the first six months following Executive's "separation from service" equal to an amount up to two (2) times the lesser of: (i) Executive's annualized compensation for the year prior to the "separation from service;" and (ii) the maximum amount that may be taken into account under a qualified plan pursuant to section 401(a)(17) of the Code.
- (d) All benefits or payments provided by Vishay or Vishay Europe to Executive that would be deemed to constitute "nonqualified deferred compensation" within the meaning of Section 409A are intended to comply with or be exempt from Section 409A and this Agreement will be interpreted accordingly. Nonetheless, no guaranty is made with respect to the tax treatment of any amount paid or payable to Executive.

8. Miscellaneous.

8.1. 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 the Executive, Vishay, and Vishay Europe (and/or any Vishay subsidiary or affiliate) with respect to the subject matter hereof, including without limitation the prior Compensation Matters Agreement, dated as of August 23, 2011, and as amended from time to time, and no statement, representation, warranty or covenant has been made by either party with respect thereto 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, Vishay Europe, 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, Vishay Europe, or Executive of any such right or remedy shall preclude other or further exercise thereof.

8.2. Withholding Taxes. Vishay Europe may withhold from all payments due to Executive (or her beneficiary or estate) under this Agreement all taxes which, by applicable law, Vishay Europe is required to withhold therefrom.

---

- 8.3. 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.
  - 8.4. Other Conditions of Service. Executive's service will also be subject to all policies of Vishay and Vishay Europe 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.
  - 8.5. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Germany, without regard to the principles of conflicts of law.
  - 8.6. 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.
  - 8.7. Collective Bargaining Agreements. The parties hereto acknowledge and confirm that the Executive does not fall within the scope of any tariff regulations and that this Agreement shall not be governed by any collective bargaining agreement.
  - 8.8. 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.
-

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

VISHAY EUROPE GMBH

February 15, 2018  
Date

By: /s/ Werner Gebhardt  
Name: Werner Gebhardt  
Title: Managing Director

VISHAY INTERTECHNOLOGY, INC.

February 15, 2018  
Date

By: /s/ Gerald Paul  
Name: Dr. Gerald Paul  
Title: Chief Executive Officer

EXECUTIVE

February 15, 2018  
Date

/s/ Lori Lipcaman  
Lori Lipcaman

### Third Amendment to the Terms & Conditions Regarding the Appointment of Mr. Vandoorn as Chief Technology Officer

This third amendment to Terms & Conditions Regarding the Appointment of Mr. Vandoorn as Chief Technology Officer (the "Third Amendment"), made as of February 15, 2018, by and between Vishay Capacitors Belgium N.V., a Belgian company ("Vishay Belgium") and Johan Vandoorn ("Executive") (collectively, the "Parties").

WHEREAS, Executive is providing services to Vishay Belgium and is a Party to the Terms & Conditions Regarding the Appointment of Mr. Vandoorn as Chief Technology Officer (the "Terms & Conditions") made between the Parties dated January 16, 2012, as amended by the Amendment as of March 4, 2014 and the Second Amendment as of March 3, 2015.

WHEREAS, Vishay Belgium and Executive may amend the Terms & Conditions by mutual agreement in writing; and

WHEREAS, Vishay Belgium and Executive desire to amend the Terms & Conditions as set forth in this Third Amendment.

NOW THEREFORE, in consideration of the premises and the mutual benefits to be derived herefrom and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Clause 2 of the Terms & Conditions ("Duration") is hereby deleted and replaced with the following:

#### **Clause 2 – Definitions**

- 2.1. "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 the Terms & Conditions (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 Belgium.

For avoidance of doubt, a termination due to a condition entitling Executive to long-term disability benefits under a Vishay plan will not constitute a termination without Cause.

- 2.2. "Change in Control" has the meaning defined in the Stock Incentive Program and for avoidance of doubt refers to a change in control of Vishay.

- 2.3. "Good Reason" means:

- (a) Without Executive's express written consent, the occurrence of any of the following events:
  - (i) any material and adverse change in Executive's titles, offices, duties, or responsibilities (including reporting responsibilities) with respect to Vishay Belgium or Vishay from those set forth in the Terms & Conditions, as amended from time to time;
  - (ii) a material reduction in Executive's annual Fixed Fee (as the same may be increased from time to time);
  - (iii) relocation of Executive's principal place of provision of services by more than 50 kilometers from [Address Redacted] (excluding for this purpose reasonable travel from time to time); or
  - (iv) a material breach of the Terms & Conditions, as amended from time to time, by Vishay Belgium;

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

---

(b) In addition, if there occurs a Change in Control that also constitutes a "change in control event" as described in Treas. Reg. § 1.409A-3(i)(5)(i), then solely for the 12 month period beginning four months after that "change in control event," any resignation by Executive (other than a resignation when Cause exists) will constitute a resignation for Good Reason solely for purposes of Clause 13.2(a).

2. Clause 7.4 of the Terms & Conditions ("Fees and benefits") is hereby deleted and replaced with the following:

7.4. For each fiscal year ending both during the term and prior to the time of 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 and maximum opportunity equal to 100% of his Fixed Fee. The actual amount of the 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. The last sentence of subparagraph (a) of Clause 7.7 of the Terms & Conditions ("Fees and benefits") is hereby deleted and replaced with the following:

(a) [...] Subject to Clause 7.7(b) and (e), the RSUs and PBRsUs shall vest on January 1 of the third year following their grant, provided that, in the case of the PBRsUs, only to the extent the performance criteria applicable to PBRsUs are realized.

4. Subparagraph (b) of Clause 7.7 of the Terms & Conditions ("Fees and benefits") is hereby deleted and replaced with the following:

(b) With respect to the equity awards granted to Executive before January 1, 2017, the RSUs shall immediately vest in full and the PBRsUs shall vest in accordance with their normal schedule and criteria upon (i) termination of the Appointment by Vishay Belgium without Cause, (ii) termination of the Appointment by Executive for Good Reason; or (iii) the death or disability of Executive. For the purpose of this Clause, disability means a disability entitling Executive to long-term disability benefits under a plan of Vishay Belgium or any other company of the Vishay group.

5. A subparagraph (e) is hereby added to Clause 7.7 of the Terms & Conditions ("Fees and benefits"):

(e) With respect to the equity awards granted to Executive on or after January 1, 2017 and prior to the date of entry into force of this Third Amendment, and equity awards granted to Executive pursuant this Clause 7.7, if Executive's service ceases due to (i) termination by Vishay Belgium without Cause, (ii) resignation by Executive with Good Reason (or for any reason after Executive attains age 62, unless Cause then exists), or (iii) his death or disability, 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 Clause 13.2(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. For the purpose of this Clause, disability means a disability entitling Executive to long-term disability benefits under a plan of Vishay Belgium or any other company of the Vishay group.

6. Clause 13 of the Terms & Conditions ("Termination") is hereby deleted and replaced with the following:

### **Clause 13 – Termination**

#### **13.1. Termination.**

Executive's service with Vishay Belgium may be terminated by Executive or by Vishay Belgium for any or no reason.

#### **13.2. Compensation Upon Termination.**

(a) Termination by Vishay Belgium without Cause; Termination by Executive With Good Reason. In the event Executive's service with Vishay Belgium is terminated by Vishay Belgium 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 Fixed Fee and unpaid expense reimbursement, such payment to be made within 15 days after the effective date of termination.

(ii) Payment of any otherwise earned but unpaid Bonus for any fiscal year ending prior to the effective 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 effective 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 proration of such Bonus will be determined based on the number of days of the applicable fiscal year that have transpired prior to the effective date of termination relative to the total number of days contained in that fiscal year.





- (iv) Continued payment of Executive's then current gross Fixed Fee from the effective date of termination until the third anniversary of the effective date of termination, to be paid in equal installments in accordance with Vishay Belgium standard payroll practices, as in effect from time to time, but no less frequently than monthly, and which shall commence in accordance with Clause 13.2(c); provided, however, that if such termination without Cause or resignation for Good Reason occurs within 16 months following a Change in Control that also constitutes "change in control event" described in Treas. Reg. § 1.409A-3(i)(5)(i), the amounts otherwise payable under this Clause (iv) will instead be paid in a single lump sum at the time specified in Clause 13.2(c).
  - (v) All rights that Executive is entitled to under the terms of Vishay Belgium's benefit plans or arrangements (other than severance benefit plans).
- (b) Termination for any other reason (including for Cause). In the event Executive's service with Vishay Belgium is terminated for any reason other than as specified in Clause 13.2(a), Executive shall be entitled to (i) a lump sum cash payment equal to all accrued Fixed Fee and unpaid expense reimbursement, such payment to be made within 15 days after the effective date of termination; (ii) all rights that Executive is entitled to under the terms of Vishay Belgium's benefit plans or arrangements; and (iii) in the case of cessation of services due to Executive's death or disability, the Bonus payments described above in Clauses 13.2(a)(ii) and (iii); provided, in the case of 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 Clause 13.2(c). For the purpose of this Clause, disability means a disability entitling Executive to long-term disability benefits under a plan of Vishay Belgium or any other company of the Vishay group.
- (c) Release. Notwithstanding any provision of the Terms & Conditions, as amended from time to time, (i) Executive shall not be entitled to receive any payments pursuant to Clauses 13.2(a)(ii), (iii) and (iv) unless Executive has executed and delivered to Vishay Belgium a release of all claims in the form prescribed by Vishay Belgium ("Release"), and such Release becomes irrevocable within 60 days following the effective date of termination, and (ii) Executive shall be entitled to receive such payments only so long as Executive has not breached the provisions of Clause 13.3 hereof. The severance benefits described in Clauses 13.2(a)(ii), (iii) and (iv) will be paid or begin to be paid, as applicable, as soon as practicable after the Release becomes irrevocable (or, in the case of the payments described in Clauses 13.2(a)(ii) and (iii), at such later time as such Bonuses would have otherwise been payable in the absence of such termination).

### 13.3. Non-Compete.

- (a) During the term of the Appointment and until the first anniversary of the termination date, Executive agrees that he will not, directly or indirectly, (i) own, manage, operate, join, control, participate in, invest in or otherwise be connected or associated with, in any manner, any business anywhere in the world that is engaged in any business activities to the extent Vishay or any subsidiary of Vishay is engaged in such activities or has significant plans to enter into such activities on the date of termination of the Appointment; (ii) solicit any customer of Vishay or its subsidiaries; hire or solicit for employment any person who within the preceding three (3) months was an officer, director or employee of Vishay or its subsidiaries, or encourage anyone to terminate employment with Vishay or its subsidiaries; seek to persuade any customer of Vishay or its subsidiaries to cease to do business or reduce business with Vishay or its subsidiaries; or (iii) interfere in any manner in the relationship of Vishay or its subsidiaries with any third person.
- (b) Executive agrees that the restrictive covenants herein are reasonable in light of his responsibilities and undertaken in consideration of the benefits provided to him under the Appointment; and such restrictive covenants are reasonably necessary to protect the legitimate interest of Vishay. Executive acknowledges that it is impossible to measure in money the damages that will accrue in the event he breaches any of the restrictive covenant contained in this Terms & Conditions and that any such damages would be inadequate and insufficient. Therefore, if Executive breaches any restrictive covenant therein, Vishay shall be entitled to an injunction restraining him from violating such restrictive covenant. If any of the restrictive covenants contained herein are judicially deemed to be unenforceable, Executive agrees that the court shall revise the restrictive covenants to the extent required in order to render such restrictions enforceable.

7. The amendments to the Terms & Conditions made by this Third Amendment shall be effective as of February 15, 2018.
  8. Except as set forth in this Third Amendment, all other terms and conditions of the Terms & Conditions shall remain unchanged and in full force and effect.
  9. This Third Amendment will be executed in two counterparts, each of which shall for all purposes be deemed to be an original.
-

IN WITNESS WHEREOF, each of the Parties hereto has caused this Third Amendment to be executed in its name and on its behalf, on the date(s) indicated below.

**VISHAY CAPACITORS BELGIUM N.V.:**

/s/ Hans Labeeuw

By:

Name: Hans Labeeuw

Title: Managing Director

Date: February 15, 2018

**EXECUTIVE:**

/s/ Johan Vandoorn

Johan Vandoorn

Date: February 15, 2018

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Agreement") is made as of February 15, 2018 (the "Effective Date"), by and between VISHAY AMERICAS, INC., a Delaware corporation ("Vishay Americas"), VISHAY INTERTECHNOLOGY, INC., a Delaware corporation ("Vishay"), and DAVID VALLETTA ("Executive").

WITNESSETH:

WHEREAS, Vishay Americas desires to continue to employ Executive and Executive desires to accept such continued employment; and

WHEREAS, Vishay Americas and Executive intend for this Agreement to document the terms and conditions of the employment relationship.

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 expense reimbursements.
- 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 Americas.

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 Stock Incentive Program.
  - 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 Americas 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 Americas 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:

- (a) without Executive's express written consent, the occurrence of any of the following events:
  - (i) 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;
  - (ii) a material reduction in Executive's annual Base Salary (as the same may be increased from time to time after the Effective Date);
  - (iii) relocation of Executive's principal place of performance by more than 50 kilometers from [Address Redacted] (excluding for this purpose reasonable travel from time to time); or
  - (iv) a material breach of this Agreement by Vishay Americas;

provided however, that none of the foregoing events or conditions will constitute Good Reason unless Executive provides Vishay Americas with written objection to the event or condition within 30 days following the initial occurrence thereof, Vishay Americas 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.

- (b) In addition, if there occurs a Change in Control that also constitutes a "change in control event" as described in Treas. Reg. § 1.409A-3(i)(5)(i), then solely for the 12 month period beginning four months after that "change in control event," any resignation by Executive (other than a resignation when Cause exists) will constitute a resignation for Good Reason solely for purposes of Section 6.2(a).

1.10. "Non-Competition Period" means the period commencing upon the Effective Date and ending on the first anniversary of the Date of Termination.

1.11. "Non-Solicitation Period" means the period commencing upon the Effective Date and ending on the first anniversary of the Date of Termination.

1.12. "Stock Incentive Program" means the Vishay Intertechnology 2007 Stock Incentive Program.

2. Employment; Term.

2.1. Employment. Vishay Americas hereby continues to employ Executive, and Executive hereby accepts continued employment by Vishay Americas, in accordance with and subject to the terms and conditions set forth herein.

2.2. 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.

3. Duties.

3.1. Position. During the Term, Executive shall serve as Executive Vice President - Sales 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 positions 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 Americas in accordance with this Agreement.

---

4. Compensation.

- 4.1. Base Salary. Vishay Americas shall pay Executive a base salary of not less than \$492,711 per year (the "Base Salary"), which shall be reviewed annually by the Compensation Committee. Such Base Salary shall be paid in accordance with Vishay Americas' 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 and maximum opportunity 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 Vishay's 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 January 1st occurring both during the Term and prior to the time that notice of termination is given by either party, Vishay shall grant Executive an annual equity award under the Stock Incentive Program (or any successor plan or arrangement thereof) having a grant date fair value approximately equal to 40% of Executive's Base Salary on such date. Subject to Executive's continued service, such equity awards shall vest on January 1 of the third year following their grant, provided that the vesting of up to 75% of the equity awards granted in any year (determined as a percentage of grant date fair value) may also be subject to the achievement of performance goals established by the Compensation Committee.
  - (b) With respect to equity awards granted to Executive on or after January 1, 2017 and prior to the Effective Date, and equity awards granted to Executive pursuant to this Section 4.3, if Executive's service ceases due to (i) termination by Vishay Americas without Cause, (ii) resignation by Executive with Good Reason (or for any reason after Executive attains age 62, unless Cause then exists), or (iii) his death or Disability, 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) In the event of a Change in Control, all then outstanding equity awards granted pursuant to this Section 4.3 shall immediately vest.
  - (d) If Executive's service ceases at any time due to his termination by Vishay Americas with Cause or by the Executive without Good Reason, except as provided under Section 4.3(b), all unvested equity awards will then immediately and automatically be forfeited.

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 Americas to its senior executives, subject to the eligibility requirements and other provisions of such plans and programs.
- 5.2. Reimbursement of Expenses. In accordance with Vishay Americas' standard reimbursement policies as they exist from time to time, Vishay Americas 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 Americas' 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 Americas may be terminated by Executive or by Vishay Americas for any or no reason.

6.2. Compensation Upon Termination.

- (a) Termination by Vishay Americas Without Cause; Termination by Executive With Good Reason. In the event Executive's employment with Vishay Americas is terminated by Vishay Americas 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 Americas' 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); provided, however, that if such termination without Cause or resignation for Good Reason occurs within 16 months following a Change in Control that also constitutes "change in control event" described in Treas. Reg. § 1.409A-3(i)(5)(i), the amounts otherwise payable under this clause (iv) will instead be paid in a single lump sum at the time specified in Section 6.2(c).
  - (v) All rights Executive is entitled to under the terms of Vishay Americas' benefit plans or arrangements (other than severance benefit plans).
- (b) Termination For Any Other Reason. In the event Executive's employment with Vishay Americas 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 Americas 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 Americas and Vishay a release of all claims in the form prescribed by Vishay Americas ("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, as soon as practicable after the Release becomes irrevocable (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) For purposes of Section 409A, each payment in a series of payments provided to Executive pursuant to this Agreement will be deemed a separate payment.
- (c) 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 within six months following Executive's "separation from service" will be deferred (without interest) and paid to Executive in a lump sum immediately following that six month period. In the event Executive dies during that six month period, 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 the Executive's estate within sixty (60) days following Executive's death. To the extent permitted by Treas. Reg. § 1.409A-1(b)(9)(or any successor provision), this provision shall not be construed as preventing payments to Executive pursuant to Section 6 in the first six months following Executive's "separation from service" equal to an amount up to two (2) times the lesser of: (i) Executive's annualized compensation for the year prior to the "separation from service;" and (ii) the maximum amount that may be taken into account under a qualified plan pursuant to section 401(a)(17) of the Code.
- (d) Notwithstanding any other provision of this Agreement to the contrary or otherwise, all benefits or payments provided to Executive that would be deemed to constitute "nonqualified deferred compensation" within the meaning of Section 409A are intended to comply with or be exempt from Section 409A. Notwithstanding any other provision of this Agreement to the contrary or otherwise, payments may only be made under this Agreement upon an event and in a manner permitted by Section 409A or an applicable exemption.

### 7. Restrictive Covenants.

- 7.1. Non-Competition. During the Non-Competition Period, Executive shall not, without the prior written consent of an authorized officer of Vishay, 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, 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. 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; or (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). 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 the Vishay's trade secret policy, as the same may be amended from time to time; and (y) this Agreement shall not be construed to impede Executive from making any communications or disclosures contemplated by Rule 12F-17 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any successor legislation.

7.4. Non-Disparagement. Executive agrees not to make any public statements that disparage Vishay, Vishay Americas or their respective 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.

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, Vishay Americas and their 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 Americas 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 Americas 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 and Vishay Americas, 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 Americas' 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) facsimile with confirmation of receipt, (c) registered or certified mail, return receipt requested, or (d) 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 facsimile transmission or courier service, or, if mailed, three (3) days after mailing. Notice under this Agreement to Executive from Vishay shall be deemed effective as notice from Vishay Americas. 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 Americas, Inc. c/o  
63 Lancaster Avenue  
Malvern, Pennsylvania 19355-2120  
Facsimile: 203-452-5687

With CC: Vishay Intertechnology, Inc.  
63 Lancaster Avenue  
Malvern, Pennsylvania 19355-2120  
Attention: General Counsel

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

8.2. Successors.

- (a) This Agreement is personal to Executive and, without the prior written consent of Vishay Americas, 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 Americas 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 the Executive, Vishay, and Vishay Americas (and/or any Vishay subsidiary or affiliate) with respect to the subject matter hereof (including, without limitation, that certain Employment Agreement between the parties made as of September 1, 2011, as amended), and 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, Vishay Americas, 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, Vishay Americas, or Executive of any such right or remedy shall preclude other or further exercise thereof.

8.4. Withholding Taxes. Vishay Americas 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 Americas 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 and Vishay Americas 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.
-

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

VISHAY AMERICAS, INC.

February 15, 2018

Date

By: /s/ Michael S. O'Sullivan

Name: Michael S. O'Sullivan

Title: Sr. Vice President

VISHAY INTERTECHNOLOGY, INC.

February 15, 2018

Date

By: /s/ Gerald Paul

Name: Dr. Gerald Paul

Title: Chief Executive Officer

EXECUTIVE

February 15, 2018

Date

/s/ David Valletta

David Valletta

**EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made as of February 15, 2018 (the "Effective Date"), by and between Vishay Singapore Pte. Ltd. (Company Registration Number 200722858Z), a company incorporated under the laws of Singapore with its registered address at 37A Tampines Street 92, #07-01 Singapore 528886 ("Vishay Singapore"), Vishay Intertechnology, Inc., a Delaware corporation ("Vishay"), and CLARENCE TSE (Passport Number: [Personal Information Redacted]) a [Personal Information Redacted] citizen with his registered address at [Personal Address Redacted] (the "Executive").

**WITNESSETH:**

WHEREAS, Vishay Singapore desires to continue to employ Executive and Executive desires to accept such continued employment; and

WHEREAS, Vishay Singapore and Executive intend for this Agreement to document the terms and conditions of the employment relationship.

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 expense reimbursements.
  - 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 criminal offence (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 Singapore.

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 Stock Incentive Program.
  - 1.5. "Compensation Committee" means the Compensation Committee of the Board of Directors.
  - 1.6. "Competing Business" means any business or venture located in Asia 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 Singapore terminates as specified in a Notice of Termination by Vishay Singapore or Executive, as the case may be or (b) if Executive's employment by Vishay terminates by reason of death, the date of Executive's death. Notwithstanding the previous sentence and unless Executive's employment is terminated by Vishay Singapore with Cause, then such Date of Termination shall be thirty (30) days following the date on which a Notice of Termination is received.
  - 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:

- (a) without Executive's express written consent, the occurrence of any of the following events:
  - (i) any material and adverse change in Executive's titles, offices, duties, or responsibilities (including reporting responsibilities) with respect to Vishay Singapore or Vishay from those set forth in this Agreement;
  - (ii) a material reduction in Executive's annual Base Salary (as the same may be increased from time to time after the Effective Date);
  - (iii) relocation of Executive's principal place of performance to a location other than [Address Redacted] (excluding for this purpose reasonable travel from time to time); or
  - (iv) a material breach of this Agreement by Vishay Singapore;

provided however, that none of the foregoing events or conditions will constitute Good Reason unless Executive provides Vishay Singapore with written objection to the event or condition within 30 days following the initial occurrence thereof, Vishay Singapore 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.

- (b) In addition, if there occurs a Change in Control that also constitutes a "change in control event" as described in Treas. Reg. § 1.409A-3(i)(5)(i), then solely for the 12 month period beginning four months after that "change in control event," any resignation by Executive (other than a resignation when Cause exists) will constitute a resignation for Good Reason solely for purposes of Section 6.2(a).

1.10. "Non-Competition Period" means the period commencing upon the Effective Date and ending on the first anniversary of the Date of Termination.

1.11. "Non-Solicitation Period" means the period commencing upon the Effective Date and ending on the first anniversary of the Date of Termination.

1.12. "Notice of Termination" means a written notice of termination of Executive's employment with Vishay Singapore, signed by Executive, if to Vishay Singapore, or by a duly authorized officer of Vishay Singapore, if to Executive, which notice shall (a) indicate the specific termination provision in this Agreement relied upon; (b) to the extent applicable, set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated (for the avoidance of doubt, this Section 1.12(b) shall not apply during a termination by Vishay Singapore with Cause); and (c) specify the Date of Termination. The failure by Executive or Vishay Singapore to set forth in such notice any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of Executive or Vishay Singapore hereunder or preclude Executive or Vishay Singapore from asserting such fact or circumstance in enforcing Executive's or Vishay Singapore's rights hereunder.

1.13. "Related Corporations" has the meaning ascribed to it in Section 6 of the Companies Act (Cap. 50) of Singapore.

1.14. "Stock Incentive Program" means the Vishay Intertechnology 2007 Stock Incentive Program.

2. Employment; Term.

2.1. Employment. Vishay Singapore hereby continues to employ Executive, and Executive hereby accepts continued employment by Vishay Singapore, in accordance with and subject to the terms and conditions set forth herein.

2.2. Citizenship and Immigration. If Executive is not a citizen or permanent resident of Singapore, Executive's continuous employment with Vishay Singapore will similarly be subjected to renewal of Executive's work pass or approval. In the event that the Ministry of Manpower does not approve or withdraws Executive's work pass or approval, this Agreement will be terminated by operation of law without notice as well as without any payment in lieu of notice and without compensation. Any transfer, secondment or assignment is conditional upon the grant of any employment permits and/or licences as may be required by the relevant authority of the new location. In the event that the necessary work permit for Executive's transfer, secondment or assignment is not approved or is not renewed, Vishay Singapore reserves the right to postpone or cancel such transfer, secondment or assignment or cancel Executive's employment in its entirety.

2.3. Term. The "Term" of Executive's employment under this Agreement shall commence on the Effective Date and continue until terminated in accordance with the provisions of this Agreement.





3. Duties.

- 3.1. Position. During the Term, Executive shall serve as Executive Vice President -- Business Head of Semiconductor Business, 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. Place of Work. Executive shall be located in Vishay Singapore's office(s) in Singapore. However, if travelling outside of Singapore is necessary, Executive may further be required to carry out such duties at such places as Vishay Singapore may determine overseas.
- 3.3. Authority and Responsibility. Executive shall have authority and responsibility customarily applicable to the positions described in Section 3.1, and shall perform such other duties as may be assigned by Vishay from time to time.
- 3.4. 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 Singapore in accordance with this Agreement.
- 3.5. Secondment. Executive accepts and agrees that Vishay Singapore may second or transfer him to work for a Related Corporation of Vishay Singapore on either a temporary or permanent basis and either on a part time or full time basis on the same terms and conditions as set out in this Agreement. Executive and Vishay Singapore acknowledges and agrees to the secondment of Executive on the terms and conditions of the secondment agreement entered into between Executive and Vishay Singapore for Executive's secondment to Vishay Hong Kong Limited (the "Secondment Agreement").

4. Compensation.

- 4.1. Base Salary. Vishay Singapore shall pay Executive a base salary of not less than TWD 16,938,683 per year (the "Base Salary"), which shall be reviewed annually by the Compensation Committee. Such Base Salary shall be paid in accordance with Vishay Singapore's standard salary policies as they exist from time to time, subject to such deductions (including the Executive's share of Central Provident Fund contributions, if applicable), if any, as are required by law or elected by Executive.
- 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 and maximum opportunity 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 Vishay's 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 January 1st occurring both during the Term and prior to the time that Notice of Termination is given by either party, Vishay shall grant Executive an annual equity award under the Stock Incentive Program (or any successor plan or arrangement thereof) having a grant date fair value approximately equal to 30% of Executive's Base Salary on such date. Subject to Executive's continued service, such equity awards shall vest on January 1 of the third year following their grant, provided that the vesting of up to 75% of the equity awards granted in any year (determined as a percentage of grant date fair value) may also be subject to the achievement of performance goals established by the Compensation Committee.
  - (b) With respect to equity awards granted to Executive on or after January 1, 2017 and prior to the Effective Date, and equity awards granted to Executive pursuant to this Section 4.3, if Executive's service ceases due to (i) termination by Vishay Singapore without Cause, (ii) resignation by Executive with Good Reason (or for any reason after Executive attains age 62 unless Cause then exists), or (iii) his death or Disability, 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) In the event of a Change in Control, all then outstanding equity awards granted pursuant to this Section 4.3 shall immediately vest.

- (d) If Executive's service ceases at any time due to his termination by Vishay Singapore with Cause or by the Executive without Good Reason, except as provided under Section 4.3(b), all unvested equity awards will then immediately and automatically be forfeited.
-

5. Additional Rights.

- 5.1. Participation in Benefit Plans and Programs. During the Term, Executive, together with his accompanying spouse and accompanying dependent children up to age 26, shall be entitled to participate in any and all medical insurance (including hospitalization, doctor visits, pharmaceutical, vision and dental coverage) to the maximum extent made available under plans maintained by Vishay Singapore from time to time, and group health insurance, disability insurance, life insurance and retirement plans which are generally made available by Vishay Singapore to its senior executives, subject to the eligibility requirements and other provisions of such plans and programs. For purposes of benefit computation, all your past service years with Vishay or its subsidiaries will be recognized and treated as continuous.
- 5.2. Reimbursement of Expenses.
- (a) In accordance with Vishay Singapore's standard reimbursement policies as they exist from time to time, Vishay Singapore 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.
  - (b) In addition, Vishay Singapore will reimburse Executive for the reasonable costs of one personal trip to Taiwan per calendar year and for the reasonable fees of Executive's children's primary and secondary school education.
- 5.3. Vacation, Personal and Sick Days. Executive shall be entitled to vacation days, holidays, military reserve service, personal and sick days according to applicable law and Vishay Singapore's policies for its senior executives, as in effect from time to time; provided that in any case, Executive will be entitled to annual leave of at least 30 working days per year to be taken with the mutual agreement of his supervisor. Executive shall be entitled to carry forward or to redeem his unused vacation days in accordance with and subject to Vishay Singapore's policies for its senior executives, as in effect from time to time.
- 5.4. Indemnification. Vishay Singapore shall indemnify Executive to the extent provided in Vishay Singapore's organizational documents, as in effect from time to time.
- 5.5. Other. For the avoidance of doubt, Executive shall continue to enjoy all rights, benefits and entitlements under the following documents to the extent that they are not terminated by this Agreement:
- (a) the Secondment Agreement;
  - (b) the letter from Vishay General Semiconductor Taiwan Ltd. ("VGST") to Executive for:
    - (i) the cessation of his employment with VGST;
    - (ii) the cessation of all payments and benefits paid by VGST to Executive in relation to his employment with VGST except for Taiwan National Health Insurance ("NHI") coverage. VGST will sponsor all NHI related costs incurred;
    - (iii) the transfer of his pension accrued during his employment with VGST to his Vishay Hong Kong Manulife pension account under employee voluntary contribution scheme;
  - (c) the letter from VGST to Executive in relation to Executive's entitlement to Taiwan Defined Pension Benefit and the transfer of his pension to his Manulife pension account by 15 January 2017; and
  - (d) the memorandum dated 29 May 2001 from Vishay documenting the amended retirement agreement dated 30 December 1990 between Executive and Vishay.

6. Termination of Employment; Compensation Upon Termination.

- 6.1. Termination. Executive's employment with Vishay Singapore may be terminated prior to the end of the Term under the following circumstances:
- (a) Death. Executive's employment hereunder shall terminate upon Executive's death.
  - (b) Termination by Vishay Singapore. Vishay Singapore may terminate Executive's employment with or without Cause, by Notice of Termination to Executive. Unless Executive's employment is terminated by Vishay Singapore with Cause, the Date of Termination shall be thirty (30) days following the date on which Executive receives the Notice of Termination from Vishay Singapore.
  - (c) Termination by Executive. Executive may terminate his employment with or without Good Reason, by Notice of Termination to Vishay Singapore. The Date of Termination shall be thirty (30) days

following the date on which Vishay Singapore receives the Notice of Termination from Executive.

---

## 6.2. Compensation Upon Termination.

- (a) Termination by Vishay Singapore Without Cause; Termination by Executive With Good Reason. In the event Executive's employment with Vishay Singapore is terminated by Vishay Singapore 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, but not more than 9 days after the end of the last month of employment.
  - (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 ("Continued Payment"), to be paid in accordance with Vishay Singapore'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); provided, however, that if such termination without Cause or resignation for Good Reason occurs within 16 months following a Change in Control, the amounts otherwise payable under this clause (iv) will instead be paid in a single lump sum at the time specified in Section 6.2(c).
  - (v) Any severance payment made will be considered a one-off payment for the compensation for loss of office and will not be made in respect of any past, present or future services.
- (b) Termination For Any Other Reason. In the event Executive's employment with Vishay Singapore 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, but not more than 9 days after the end of the last month of employment; (ii) all rights Executive is entitled to under the terms of Vishay Singapore 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 Singapore and Vishay a release of all claims in the form prescribed by Vishay Singapore ("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, as soon as practicable after the Release becomes irrevocable (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).

## 7. Restrictive Covenants.

### 7.1. Non-Competition.

- (a) Executive has been provided with opportunities to learn, obtain or access the Vishay or Vishay Singapore's business and confidential information, including, but not limited to, the trade secrets of Vishay and Vishay Singapore, and Executive understands that any leakage of such confidential information or violation or breach of this Agreement may result in significant damages or loss to Vishay and Vishay Singapore. Therefore, Executive understands the importance of the duty of confidentiality and non-competition.
-

- (b) During the Non-Competition Period, Executive shall not, without the prior written consent of an authorized officer of Vishay, 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 (i) 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 (ii) 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, 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. 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 information, confidential information, as that term is defined under governing law, 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; or (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). 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, this Agreement shall not be construed to impede Executive from making any communications or disclosures contemplated by Rule 12F-17 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any successor legislation.

7.4. Non-Disparagement. Executive agrees not to make any public statements that disparage Vishay, Vishay Singapore or their respective 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.

---

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, Vishay Singapore and their 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 and Vishay Singapore shall be entitled to an injunction restraining the breaching party from violating such restrictive covenant. If Vishay or Vishay Singapore 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 and/or Vishay Singapore 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 and Vishay Singapore, 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. Special Consideration. Executive hereby acknowledges that Vishay Singapore'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. Data Protection.

- 8.1. Executive consents to Vishay Singapore or any of its Related Corporations using, disclosing and/or processing personal data relating to Executive for legal, personnel, administrative and management purposes, including monitoring and recording any use that Executive makes of the Vishay Singapore's electronic communications systems for the purpose of ensuring that Vishay Singapore's policies are being complied with and for legitimate business purposes.
- 8.2. In connection with the consent provided in Section 8.1, Vishay Singapore may make available Executive's personal data to any of its Related Corporations, those who provide products or services to Vishay Singapore or any of its Related Corporations (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of Vishay Singapore or the business in which Executive works.
- 8.3. Executive consents to the disclosure, processing and/or transfer of his personal data to any of Vishay Singapore's Related Corporations and Vishay Singapore's or any of its Related Corporations' business contacts outside Singapore in order to further its or their business interests in accordance with the Personal Data Protection Act 2012.
- 8.4. Executive shall comply with the Personal Data Protection Act 2012 when handling personal data in the course of his employment including personal data relating to any employee, customer, client, supplier or agent of Vishay Singapore or any of its Related Corporations. Executive shall only collect, use, disclose and process personal data of individuals, in full compliance with the Personal Data Protection Act 2012 and with any policies, compliance manual(s), guidelines and/or checklists issued by Vishay Singapore relating thereto. In this regard:
  - (a) Executive acknowledges that Singapore has a personal data protection law, namely the Personal Data Protection Act 2012 and that Vishay Singapore may, intends to or will be coming out with new policies, processes, documentation and requirements, arising from or related to the Personal Data Protection Act 2012, that all employees would need to comply with;
  - (b) Executive agrees to extend all assistance and cooperation to Vishay Singapore that Vishay Singapore may require in putting in place such new policies, processes, documentation and requirements; and





- (c) in Executive's capacity as an employee of Vishay Singapore, Executive shall only collect, use, disclose and process personal data of individuals, in full compliance with the Personal Data Protection Act 2012 and with any policies, compliance manual(s), guidelines and/or checklists issued by Vishay Singapore relating thereto.
- (d) Notwithstanding anything to the contrary, Executive undertakes to indemnify and at all times hereafter to keep Vishay Singapore and its Related Corporations (together with their respective officers, employees and agents) (each an "Injured Party") indemnified against any and all losses, damages, actions, proceedings, costs, claims, demands, liabilities (including full legal costs on a solicitor and own client basis) which may be suffered or incurred by the Injured Party or asserted against the Injured Party by any person or entity (including Executive and Executive's agents) whatsoever, in respect of any matter or event whatsoever arising out of, in the course of, by reason of or in respect of:
- (e) any breach of any of the provisions in this Section 8; and/or
- (f) any action or omission by Executive that causes Vishay Singapore and/or any of its Related Corporations to be in breach of the Personal Data Protection Act 2012.

## 9. Miscellaneous.

- 9.1. Notices. Any notice, consent, request or other communication made or given in accordance with this Agreement, including any Notice of Termination, shall be in writing and shall be sent either by (a) personal delivery to the party entitled thereto, (b) facsimile with confirmation of receipt, (c) registered or certified mail, return receipt requested, or (d) 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 facsimile transmission or courier service, or, if mailed, three (3) days after mailing. Notice under this Agreement to Executive from Vishay shall be deemed effective as notice from Vishay Singapore. 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 Singapore Pte. Ltd. c/o  
37A Tampines Street 92,  
#07-01 Singapore 528886  
Facsimile: +65 6788 6668

With CC: Vishay Intertechnology, Inc.  
63 Lancaster Avenue  
Malvern, Pennsylvania 19355-2120  
Attention: General Counsel

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

### 9.2. Successors.

- (a) This Agreement is personal to Executive and, without the prior written consent of Vishay or Vishay Singapore, 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 Vishay Singapore and its successors and assigns.

- 9.3. Complete Understanding; Amendment; Waiver. This Agreement constitutes the complete understanding between the parties with respect to the employment of Executive and, except as expressly provided herein, supersedes all other prior agreements and understandings, both written and oral, between the Executive, Vishay and Vishay Singapore (and/or any Vishay subsidiary or affiliate) with respect to the subject matter hereof. 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, Vishay Singapore 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, Vishay Singapore or Executive of any such right or remedy shall preclude other or further exercise thereof.

- 9.4. Withholding Taxes. Vishay Singapore may withhold from all payments due to Executive (or his beneficiary or

estate) under this Agreement all taxes which, by applicable law, Vishay Singapore is required to withhold therefrom.

---

- 9.5. 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.
- 9.6. Other Conditions of Service. Executive will also be subject to all policies of Vishay and Vishay Singapore 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.
- 9.7. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Singapore, without regard to the principles of conflicts of law, and the parties hereto agree to submit to the non-exclusive jurisdiction of the courts of Singapore.
- 9.8. Arbitration. Except as provided in Section 7.5 hereof, any dispute or controversy under this Agreement shall be settled exclusively by arbitration administered by the Singapore International Arbitration Centre ("SIAC"), in accordance with the Arbitration Rules of SIAC 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.
- 9.9. 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.
- 9.10. 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.
-

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

VISHAY SINGAPORE PTE. LTD

February 15, 2018

Date

By: /s/ Saw BeeLeng

Name: Saw BeeLeng

Title: Director

VISHAY INTERTECHNOLOGY, INC.

February 15, 2018

Date

By: /s/ Gerald Paul

Name: Dr. Gerald Paul

Title: Chief Executive Officer

EXECUTIVE

February 15, 2018

Date

/s/ Clarence Tse

Clarence Tse

**EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made as of February 15, 2018 (the "Effective Date"), by and between VISHAY AMERICAS, INC., a Delaware corporation ("Vishay Americas"), VISHAY INTERTECHNOLOGY, INC., a Delaware corporation ("Vishay"), and JOEL SMEJKAL ("Executive").

WITNESSETH:

WHEREAS, Vishay Americas desires to continue to employ Executive and Executive desires to accept such continued employment; and

WHEREAS, Vishay Americas and Executive intend for this Agreement to document the terms and conditions of the employment relationship.

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 expense reimbursements.
  - 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 Americas.

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 Stock Incentive Program.
  - 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 Americas 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 Americas 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:

- (a) without Executive's express written consent, the occurrence of any of the following events:
  - (i) 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;
  - (ii) a material reduction in Executive's annual Base Salary (as the same may be increased from time to time after the Effective Date);
  - (iii) relocation of Executive's principal place of performance by more than 50 kilometers from [Address Redacted] (excluding for this purpose reasonable travel from time to time); or
  - (iv) a material breach of this Agreement by Vishay Americas;

provided however, that none of the foregoing events or conditions will constitute Good Reason unless Executive provides Vishay Americas with written objection to the event or condition within 30 days following the initial occurrence thereof, Vishay Americas 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.

- (b) In addition, if there occurs a Change in Control that also constitutes a "change in control event" as described in Treas. Reg. § 1.409A-3(i)(5)(i), then solely for the 12 month period beginning four months after that "change in control event," any resignation by Executive (other than a resignation when Cause exists) will constitute a resignation for Good Reason solely for purposes of Section 6.2(a).

1.10. "Non-Competition Period" means the period commencing upon the Effective Date and ending on the first anniversary of the Date of Termination.

1.11. "Non-Solicitation Period" means the period commencing upon the Effective Date and ending on the first anniversary of the Date of Termination.

1.12. "Stock Incentive Program" means the Vishay Intertechnology 2007 Stock Incentive Program.

2. Employment; Term.

- 2.1. Employment. Vishay Americas hereby continues to employ Executive, and Executive hereby accepts continued employment by Vishay Americas, in accordance with and subject to the terms and conditions set forth herein.
- 2.2. 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.

3. Duties.

- 3.1. Position. During the Term, Executive shall serve as Executive Vice President - Business Head, Passive Components of Vishay, or any other position which will be agreed by the parties, 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 positions 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 Americas in accordance with this Agreement.
-

4. Compensation.

- 4.1. Base Salary. Vishay Americas shall pay Executive a base salary of not less than \$279,256 per year (the "Base Salary"), which shall be reviewed annually by the Compensation Committee. Such Base Salary shall be paid in accordance with Vishay Americas' 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 and maximum opportunity 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 Vishay's 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 January 1st occurring both during the Term and prior to the time that notice of termination is given by either party, Vishay shall grant Executive an annual equity award under the Stock Incentive Program (or any successor plan or arrangement thereof) having a grant date fair value approximately equal to 30% of Executive's Base Salary on such date. Subject to Executive's continued service, such equity awards shall vest on January 1 of the third year following their grant, provided that the vesting of up to 75% of the equity awards granted in any year (determined as a percentage of grant date fair value) may also be subject to the achievement of performance goals established by the Compensation Committee.
  - (b) With respect to equity awards granted to Executive on or after January 1, 2017 and prior to the Effective Date, and equity awards granted to Executive pursuant to this Section 4.3, if Executive's service ceases due to (i) termination by Vishay Americas without Cause, (ii) resignation by Executive with Good Reason (or for any reason after Executive attains age 62, unless Cause then exists), or (iii) his death or Disability, 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) In the event of a Change in Control, all then outstanding equity awards granted pursuant to this Section 4.3 shall immediately vest.
  - (d) If Executive's service ceases at any time due to his termination by Vishay Americas with Cause or by the Executive without Good Reason, except as provided under Section 4.3(b), all unvested equity awards will then immediately and automatically be forfeited.

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 Americas to its senior executives, subject to the eligibility requirements and other provisions of such plans and programs.
- 5.2. Reimbursement of Expenses. In accordance with Vishay Americas' standard reimbursement policies as they exist from time to time, Vishay Americas 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 Americas' 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 Americas may be terminated by Executive or by Vishay Americas for any or no reason.

6.2. Compensation Upon Termination.

- (a) Termination by Vishay Americas Without Cause; Termination by Executive With Good Reason. In the event Executive's employment with Vishay Americas is terminated by Vishay Americas 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 Americas' 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); provided, however, that if such termination without Cause or resignation for Good Reason occurs within 16 months following a Change in Control that also constitutes "change in control event" described in Treas. Reg. § 1.409A-3(i)(5)(i), the amounts otherwise payable under this clause (iv) will instead be paid in a single lump sum at the time specified in Section 6.2(c).
  - (v) All rights Executive is entitled to under the terms of Vishay Americas' benefit plans or arrangements (other than severance benefit plans).
- (b) Termination For Any Other Reason. In the event Executive's employment with Vishay Americas 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 Americas 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 Americas and Vishay a release of all claims in the form prescribed by Vishay Americas ("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, as soon as practicable after the Release becomes irrevocable (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) For purposes of Section 409A, each payment in a series of payments provided to Executive pursuant to this Agreement will be deemed a separate payment.
- (c) 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 within six months following Executive's "separation from service" will be deferred (without interest) and paid to Executive in a lump sum immediately following that six month period. In the event Executive dies during that six month period, 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 the Executive's estate within sixty (60) days following Executive's death. To the extent permitted by Treas. Reg. § 1.409A-1(b)(9)(or any successor provision), this provision shall not be construed as preventing payments to Executive pursuant to Section 6 in the first six months following Executive's "separation from service" equal to an amount up to two (2) times the lesser of: (i) Executive's annualized compensation for the year prior to the "separation from service;" and (ii) the maximum amount that may be taken into account under a qualified plan pursuant to section 401(a)(17) of the Code.
- (d) Notwithstanding any other provision of this Agreement to the contrary or otherwise, all benefits or payments provided to Executive that would be deemed to constitute "nonqualified deferred compensation" within the meaning of Section 409A are intended to comply with or be exempt from Section 409A. Notwithstanding any other provision of this Agreement to the contrary or otherwise, payments may only be made under this Agreement upon an event and in a manner permitted by Section 409A or an applicable exemption.

7. Restrictive Covenants.

- 7.1. Non-Competition. During the Non-Competition Period, Executive shall not, without the prior written consent of an authorized officer of Vishay, 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, 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. 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; or (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). 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 the Vishay's trade secret policy, as the same may be amended from time to time; and (y) this Agreement shall not be construed to impede Executive from making any communications or disclosures contemplated by Rule 12F-17 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any successor legislation.

7.4. Non-Disparagement. Executive agrees not to make any public statements that disparage Vishay, Vishay Americas or their respective 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.

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, Vishay Americas and their 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 Americas 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 Americas 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 and Vishay Americas, 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 Americas' 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) facsimile with confirmation of receipt, (c) registered or certified mail, return receipt requested, or (d) 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 facsimile transmission or courier service, or, if mailed, three (3) days after mailing. Notice under this Agreement to Executive from Vishay shall be deemed effective as notice from Vishay Americas. 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 Americas, Inc. c/o  
63 Lancaster Avenue  
Malvern, Pennsylvania 19355-2120  
Facsimile: 203-452-5687

With CC: Vishay Intertechnology, Inc.  
63 Lancaster Avenue  
Malvern, Pennsylvania 19355-2120  
Attention: General Counsel

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

## 8.2. Successors.

- (a) This Agreement is personal to Executive and, without the prior written consent of Vishay Americas, 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 Americas 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 the Executive, Vishay, and Vishay Americas (and/or any Vishay subsidiary or affiliate) with respect to the subject matter hereof, and 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, Vishay Americas, 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, Vishay Americas, or Executive of any such right or remedy shall preclude other or further exercise thereof.

8.4. Withholding Taxes. Vishay Americas 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 Americas 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 and Vishay Americas 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.
-

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

VISHAY AMERICAS, INC.

February 15, 2018  
Date

By: /s/ Michael S. O'Sullivan  
Name: Michael S. O'Sullivan  
Title: Sr. Vice President

VISHAY INTERTECHNOLOGY, INC.

February 15, 2018  
Date

By: /s/ Gerald Paul  
Name: Dr. Gerald Paul  
Title: Chief Executive Officer

EXECUTIVE

February 15, 2018  
Date

/s/ Joel Smejkal  
Joel Smejkal

**EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made as of February 15, 2018 (the "Effective Date"), by and between Vishay Electronic GmbH, a company with limited liability organized under the laws of Germany ("Vishay Electronic"), Vishay Intertechnology, Inc., a Delaware corporation ("Vishay"), and WERNER GEBHARDT (the "Executive").

**WITNESSETH:**

WHEREAS, Vishay Electronic desires to continue to employ Executive and Executive desires to accept such continued employment; and

WHEREAS, Vishay Electronic and Executive intend for this Agreement to document the terms and conditions of the employment relationship.

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 expense reimbursements.

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 Electronic.

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 Stock Incentive Program and for the avoidance of doubt refers to a change in control of Vishay.

1.5. "Compensation Committee" means the Compensation Committee of the Board of Directors.

1.6. "Date of Termination" means the effective date of the cessation of Executive's employment by Vishay Electronic.

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

---



1.8. "Good Reason" means:

- (a) without Executive's express written consent, the occurrence of any of the following events:
  - (i) any material and adverse change in Executive's titles, offices, duties or responsibilities (including reporting responsibilities) with respect to Vishay Electronic or Vishay from those set forth in this Agreement;
  - (ii) a material reduction in Executive's annual Base Salary (as the same may be increased from time to time after the Effective Date);
  - (iii) relocation of Executive's principal place of performance by more than 50 kilometers from [Address Redacted] (excluding for this purpose reasonable travel from time to time); or
  - (iv) a material breach of this Agreement by Vishay Electronic;

provided however, that none of the foregoing events or conditions will constitute Good Reason unless Executive provides Vishay Electronic with written objection to the event or condition within 30 days following the initial occurrence thereof, Vishay Electronic 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.

- (b) In addition, if there occurs a Change in Control that also constitutes a "change in control event" as described in Treas. Reg. § 1.409A-3(i)(5)(i), then any resignation by Executive (other than a resignation when Cause exists) for which notice is given after that change in control event and that is effective during the 12 month period beginning four months after that change in control event, will constitute a resignation for Good Reason solely for purposes of Section 6.1.

1.9. "Stock Incentive Program" means the Vishay Intertechnology 2007 Stock Incentive Program.

2. Employment; Term.

- 2.1. Employment. Vishay Electronic hereby continues to employ Executive, and Executive hereby accepts continued employment by Vishay Electronic, in accordance with and subject to the terms and conditions set forth herein..
- 2.2. Term. Executive's employment pursuant to this Agreement shall commence on the Effective Date and continue for an indefinite term, until terminated in accordance with the terms of this Agreement. Either party may terminate the employment relationship by delivery of written notice of termination to the other (a) at least seven months in advance of the Date of Termination, where notice of termination is given after a Change in Control that also constitutes a "change in control event" as described in Treas. Reg. § 1.409A-3(i)(5)(i) and the Date of Termination occurs during the sixteen month period after that change in control event, or (b) at least one year in advance of the effective Date of Termination, in any other case. The Date of Termination will in any case occur on the last day of a calendar month.

3. Duties.

- 3.1. Position. During the Term, Executive shall serve as Executive Vice President, Global HR of Vishay, or any other position which will be agreed by the parties, 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 positions described in Section 3.1, and shall perform such other duties as may be assigned by Vishay or Vishay Electronic 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 do not violate Executive's fiduciary duties and do not interfere with the performance of Executive's responsibilities as an employee of Vishay Electronic in accordance with this Agreement.
-

#### 4. Compensation.

- 4.1. Base Salary. Vishay Electronic shall pay Executive a base salary of not less than €233,406 per year (the "Base Salary"), which shall be reviewed annually by the Compensation Committee. Such Base Salary shall be paid in accordance with Vishay Electronic'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.
- 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 and maximum opportunity 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 Vishay's 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 January 1st occurring both during the Term and prior to the time that notice of termination is given by either party, Vishay shall grant Executive an annual equity award under the Stock Incentive Program (or any successor plan or arrangement thereof) having a grant date fair value approximately equal to 40% of Executive's Base Salary on such date. Subject to Executive's continued service, such equity awards shall vest on January 1 of the third year following their grant, provided that the vesting of up to 75% of the equity awards granted in any year (determined as a percentage of grant date fair value) may also be subject to the achievement of performance goals established by the Compensation Committee.
  - (b) With respect to equity awards granted to Executive on or after January 1, 2017 and prior to the Effective Date, and equity awards granted to Executive pursuant to this Section 4.3, if Executive's service ceases due to (i) termination by Vishay Electronic without Cause, (ii) resignation by Executive with Good Reason (or for any reason after Executive attains age 62, unless Cause then exists), or (iii) his death or Disability, 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, 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) In the event of a Change in Control, all then outstanding equity awards granted pursuant to this Section 4.3 shall immediately vest.
  - (d) If Executive's service ceases at any time due to his termination by Vishay Electronic with Cause or by the Executive without Good Reason, except as provided under Section 4.3(b), all unvested equity awards will then immediately and automatically be forfeited.

#### 5. Additional Rights.

- 5.1. Health and Nursing Care Allowance. Executive shall receive a monthly allowance equivalent to half of the contributions for adequate health and nursing care insurance for himself, his spouse and his dependent children. This allowance shall be limited in amount to half of the general contribution rate of the state health and nursing care insurance system.
- 5.2. Reimbursement of Expenses. In accordance with Vishay Electronic's standard reimbursement policies as they exist from time to time, Vishay Electronic 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.
- (a) Executive shall be entitled to vacation days, holidays, military reserve service, personal and sick days ("Entitled Leave") according to German law and Vishay Electronic's policies for its senior executives, as in effect from time to time, provided that in no event shall Executive be entitled to fewer than 30 vacation days. Executive shall be entitled to carry forward or to redeem his unused vacation days in accordance with and subject to Vishay Electronic's policies for its senior executives, as in effect from time to time, ("Outstanding Entitled Leave").
  - (b) In the event that Executive exhausts the Entitled Leave with respect to sick days, Executive shall be entitled to receive a weekly payment, which shall be payable for up to 20 weeks after the Entitled Leave has been exhausted, equal to (i) (A) the net amount of the last monthly payment of Base Salary paid to Executive, minus (B) the amount paid or payable to such Executive pursuant to the applicable health insurance policy with respect to one month of sick days, divided by (ii) four.



- 5.4. Indemnification. Vishay Electronic shall indemnify Executive to the extent provided in Vishay Electronic's organizational documents, as in effect from time to time.
- 5.5. Other. Executive shall be entitled to such other benefits or perquisites, including contributions to Managers' Insurance and the like, as is customary in Germany and as Vishay Electronic generally makes available to its senior executives.
6. Compensation Upon Termination.
- 6.1. Termination by Vishay Electronic Without Cause; Termination by Executive With Good Reason. In the event Executive's employment with Vishay Electronic is terminated by Vishay Electronic without Cause or by Executive with Good Reason, Executive shall be entitled to the following:
- (a) continued payment of Executive's then current Base Salary from the Date of Termination until the third anniversary of the Date of Termination, deducting the applicable notice period subject to continued salary payment in accordance with Section 2.2(b), to be paid in equal installments in accordance with Vishay Electronic'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; provided, however, that if the Date of Termination occurs within 16 months following a Change in Control that also constitutes "change in control event" described in Treas. Reg. § 1.409A-3(i)(5)(i), then in lieu of the installments payments otherwise due under this Section 6.1(a), Executive will instead receive a single lump sum payment equal to 29 months' Base Salary at the time specified in Section 6.2;
  - (b) payment of any earned but unpaid Bonus for any fiscal year ending prior to the date that notice of termination is given, payable in the same manner and at the same time as such Bonus would have been paid in the absence of such termination; and
  - (c) payment of a pro-rata Bonus for the fiscal year in which notice of termination is given, 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 that notice of termination is given relative to the total number of days contained in that fiscal year.
- 6.2. Release. Notwithstanding any provision of this Agreement, Executive shall not be entitled to receive any payments after the Date of Termination pursuant to Section 6.1 unless Executive has executed and delivered to Vishay Electronic and Vishay a release of all claims in the form prescribed by Vishay Electronic ("Release"), and such Release has become irrevocable within 60 days following the Date of Termination. The severance benefits described in Section 6.1(a) will be paid or begin to be paid, as applicable, as soon as practicable after the Release becomes irrevocable.
- 6.3. Death and Disability. In the event that Executive's employment with Vishay Electronic ceases due to his death or Disability, Executive will be entitled to receive:
- (a) payment of any 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; and
  - (b) 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;
- provided, in the case of a cessation of employment 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.
7. Garden Leave.
- 7.1. In connection with a termination of employment, especially following notice of termination pursuant to Section 2.2 above or in connection with the conclusion of a separation agreement, or prior to retirement pursuant to Section 7.3 below, Vishay Electronic reserves the right to release Executive in whole or in part from the obligation to work, while continuing to pay his remuneration ("Garden Leave"). To the extent Executive has any Outstanding Entitled Leave at the time of Termination, the amount of Outstanding Entitled Leave, if any, will be deducted from the duration of Executive's Garden Leave and all Outstanding Entitled Leave shall then be deemed settled.
-

- 7.2. Garden Leave shall initially be irrevocable for the duration of any Outstanding Entitled Leave, if applicable. Garden Leave remaining after any Outstanding Entitled Leave has been satisfied shall remain in effect and be revocable in case questions arise regarding the winding up of the contractual relationship or temporary work becomes necessary for operational reasons. This shall not affect the remaining provisions of this Agreement or any restrictive covenant agreement between Vishay or any of its subsidiaries and the Executive. In this respect, all terms of any restrictive covenant agreement, including but not limited to, terms regarding confidentiality and duty not to compete, shall remain in effect. Any income earned elsewhere during Garden Leave shall be deducted pursuant to Sec. 615 sentence 2 of the Civil Code, however, this provision does not apply during any Outstanding Entitled Leave.
- 7.3. The Pension Promise (Versorgungszusage) as of August 4, 2008, as amended most recently on October 28, 2016, remains in full force and effect.
- 7.4. Except as otherwise provided in Sections 1.8(b), 4.3(c), and 6.1(a) above, it is the understanding of the parties hereto that no payments under this Agreement are contingent upon or related to a change in control of Vishay or Vishay Electronic and all such payments are to be paid without regard to the occurrence of a change in control of Vishay or Vishay Electronic.

8. Miscellaneous.

- 8.1. 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 the Executive, Vishay, and Vishay Electronic (and/or any Vishay subsidiary or affiliate) with respect to the subject matter hereof, including without limitation the prior Compensation Matters Agreement, dated as of May 19, 2000, and as amended from time to time, and no statement, representation, warranty or covenant has been made by either party with respect thereto 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, Vishay Electronic 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, Vishay Electronic or Executive of any such right or remedy shall preclude other or further exercise thereof.
- 8.2. Withholding Taxes. Vishay Electronic may withhold from all payments due to Executive (or his beneficiary or estate) under this Agreement all taxes which, by applicable law, Vishay Electronic is required to withhold therefrom.
- 8.3. 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.
- 8.4. Other Conditions of Service. Executive's service will also be subject to all policies of Vishay and Vishay Electronic 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.
- 8.5. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Germany, without regard to the principles of conflicts of law.
- 8.6. 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.
- 8.7. Collective Bargaining Agreements. The parties hereto acknowledge and confirm that the Executive does not fall within the scope of any tariff regulations and that this Agreement shall not be governed by any collective bargaining agreement.
- 8.8. 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.
-

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

VISHAY ELECTRONIC GMBH

February 15, 2018  
Date

By: /s/ Arnold Rohr  
Name: Arnold Rohr  
Title: Managing Director

VISHAY ELECTRONIC GMBH

February 15, 2018  
Date

By: /s/ Günther Volkmann  
Name: Günther Volkmann  
Title: Managing Director

VISHAY INTERTECHNOLOGY, INC.

February 15, 2018  
Date

By: /s/ Gerald Paul  
Name: Dr. Gerald Paul  
Title: Chief Executive Officer

EXECUTIVE

February 15, 2018  
Date

/s/ Werner Gebhardt  
Werner Gebhardt

## Vishay Intertechnology Declares Quarterly Dividend

**MALVERN, PENNSYLVANIA** – February 15, 2018 Vishay Intertechnology, Inc. (NYSE: VSH), announced today that the Company's Board of Directors declared a dividend of \$0.0675 per share of common stock and Class B common stock to be paid on March 29, 2018 to stockholders of record as of the close of business on March 14, 2018. Future dividends will be subject to Board approval.

### About Vishay

Vishay Intertechnology, Inc., a Fortune 1000 Company listed on the NYSE (VSH), is one of the world's largest manufacturers of discrete semiconductors (diodes, MOSFETs, and infrared optoelectronics) and passive electronic components (resistors, inductors, and capacitors). These components are used in virtually all types of electronic devices and equipment, in the industrial, computing, automotive, consumer, telecommunications, military, aerospace, power supplies, and medical markets. Vishay's product innovations, successful acquisition strategy, and "one-stop shop" service have made it a global industry leader. Vishay can be found on the Internet at <http://www.vishay.com>.

### Forward-Looking Statements

Statements contained herein that relate to the Company's future performance, including statements with respect to quarterly cash dividends, are forward-looking statements within the safe harbor provisions of Private Securities Litigation Reform Act of 1995. Words such as "believe," "estimate," "will be," "will," "would," "expect," "anticipate," "plan," "project," "intend," "could," "should," 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; delays or difficulties in implementing our cost reduction strategies; 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 applicable domestic and foreign tax regulations and uncertainty regarding the same; 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.

### Contact:

Vishay Intertechnology, Inc. Peter  
Henrici  
Senior Vice President, Corporate Communications  
+1-610-644-1300