

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

FORM 10-Q

(Mark One)

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

For the quarterly period ended **July 4, 2020**

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

For the transition period from _____ to _____

Commission File Number 001-07416

Vishay Intertechnology, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or Other Jurisdiction of Incorporation)

38-1686453

(I.R.S. Employer Identification Number)

**63 Lancaster Avenue
Malvern, Pennsylvania 19355-2143**

(Address of Principal Executive Offices)

610-644-1300

(Registrant's Area Code and Telephone Number)

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

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

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files.)

Yes No

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

Large Accelerated Filer

Non-accelerated filer

Emerging growth company

Accelerated filer

Smaller reporting 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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

As of July 31, 2020 the registrant had 132,560,749 shares of its common stock and 12,097,409 shares of its Class B common stock outstanding.

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VISHAY INTERTECHNOLOGY, INC.

FORM 10-Q

July 4, 2020

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

VISHAY INTERTECHNOLOGY, INC.

Consolidated Condensed Balance Sheets

(In thousands)

	<u>July 4, 2020</u> (Unaudited)	<u>December</u> <u>31, 2019</u>
Assets		
Current assets:		
Cash and cash equivalents	\$ 599,930	\$ 694,133
Short-term investments	157,246	108,822
Accounts receivable, net	285,529	328,187
Inventories:		
Finished goods	125,177	122,466
Work in process	196,846	187,354
Raw materials	127,165	121,860
Total inventories	<u>449,188</u>	<u>431,680</u>
Prepaid expenses and other current assets	<u>131,125</u>	<u>141,294</u>
Total current assets	<u>1,623,018</u>	<u>1,704,116</u>
Property and equipment, at cost:		
Land	74,985	75,011
Buildings and improvements	596,942	585,064
Machinery and equipment	2,623,774	2,606,355
Construction in progress	99,932	110,722
Allowance for depreciation	<u>(2,474,456)</u>	<u>(2,425,627)</u>
Property and equipment, net	<u>921,177</u>	<u>951,525</u>
Right of use assets	<u>103,153</u>	<u>93,162</u>
Goodwill	<u>150,641</u>	<u>150,642</u>
Other intangible assets, net	<u>58,583</u>	<u>60,659</u>
Other assets	<u>168,274</u>	<u>160,671</u>
Total assets	<u>\$ 3,024,846</u>	<u>\$ 3,120,775</u>

Continues on following page.

VISHAY INTERTECHNOLOGY, INC.
Consolidated Condensed Balance Sheets (continued)
(In thousands)

	<u>July 4, 2020</u> (Unaudited)	<u>December</u> <u>31, 2019</u>
Liabilities, temporary equity, and equity		
Current liabilities:		
Notes payable to banks	\$ 1	\$ 2
Trade accounts payable	148,727	173,915
Payroll and related expenses	126,302	122,100
Lease liabilities	21,443	20,217
Other accrued expenses	166,261	186,463
Income taxes	40,642	17,731
Total current liabilities	<u>503,376</u>	<u>520,428</u>
Long-term debt less current portion	438,494	499,147
U.S. transition tax payable	125,438	140,196
Deferred income taxes	4,231	22,021
Long-term lease liabilities	85,714	78,511
Other liabilities	98,134	100,207
Accrued pension and other postretirement costs	270,735	272,402
Total liabilities	<u>1,526,122</u>	<u>1,632,912</u>
Redeemable convertible debentures	-	174
Equity:		
Vishay stockholders' equity		
Common stock	13,256	13,235
Class B convertible common stock	1,210	1,210
Capital in excess of par value	1,412,775	1,425,170
Retained earnings	95,462	72,180
Accumulated other comprehensive income (loss)	(26,326)	(26,646)
Total Vishay stockholders' equity	<u>1,496,377</u>	<u>1,485,149</u>
Noncontrolling interests	2,347	2,540
Total equity	<u>1,498,724</u>	<u>1,487,689</u>
Total liabilities, temporary equity, and equity	<u>\$ 3,024,846</u>	<u>\$ 3,120,775</u>

See accompanying notes.

VISHAY INTERTECHNOLOGY, INC.
Consolidated Condensed Statements of Operations
(Unaudited - In thousands, except per share amounts)

	Fiscal quarters ended	
	July 4, 2020	June 29, 2019
Net revenues	\$ 581,717	\$ 685,240
Costs of products sold	451,047	510,639
Gross profit	<u>130,670</u>	<u>174,601</u>
Selling, general, and administrative expenses	89,127	95,112
Restructuring and severance costs	743	-
Operating income	<u>40,800</u>	<u>79,489</u>
Other income (expense):		
Interest expense	(8,430)	(8,204)
Other	(1,484)	(397)
Loss on early extinguishment of debt	(1,146)	-
Total other income (expense)	<u>(11,060)</u>	<u>(8,601)</u>
Income before taxes	29,740	70,888
Income tax expense	4,845	26,153
Net earnings	24,895	44,735
Less: net earnings attributable to noncontrolling interests	242	258
Net earnings attributable to Vishay stockholders	<u>\$ 24,653</u>	<u>\$ 44,477</u>
Basic earnings per share attributable to Vishay stockholders	\$ 0.17	\$ 0.31
Diluted earnings per share attributable to Vishay stockholders	\$ 0.17	\$ 0.31
Weighted average shares outstanding - basic	144,846	144,621
Weighted average shares outstanding - diluted	145,170	145,023
Cash dividends per share	\$ 0.095	\$ 0.095

See accompanying notes.

VISHAY INTERTECHNOLOGY, INC.
Consolidated Statements of Comprehensive Income
(Unaudited - In thousands)

	Fiscal quarters ended	
	<u>July 4, 2020</u>	<u>June 29, 2019</u>
Net earnings	\$ 24,895	\$ 44,735
Other comprehensive income, net of tax		
Pension and other post-retirement actuarial items	1,760	1,623
Foreign currency translation adjustment	<u>20,088</u>	<u>7,384</u>
Other comprehensive income	<u>21,848</u>	<u>9,007</u>
Comprehensive income	<u>46,743</u>	<u>53,742</u>
Less: comprehensive income attributable to noncontrolling interests	242	258
Comprehensive income attributable to Vishay stockholders	<u>\$ 46,501</u>	<u>\$ 53,484</u>

See accompanying notes.

VISHAY INTERTECHNOLOGY, INC.
Consolidated Condensed Statements of Operations
(Unaudited - In thousands, except per share amounts)

	Six fiscal months ended	
	July 4, 2020	June 29, 2019
Net revenues	\$ 1,194,558	\$ 1,430,399
Costs of products sold	916,648	1,044,639
Gross profit	277,910	385,760
Selling, general, and administrative expenses	188,959	198,536
Restructuring and severance costs	743	-
Operating income	88,208	187,224
Other income (expense):		
Interest expense	(16,982)	(16,596)
Other	(1,286)	1,515
Loss on early extinguishment of debt	(4,066)	(1,307)
Total other income (expense)	(22,334)	(16,388)
Income before taxes	65,874	170,836
Income tax expense	13,595	50,460
Net earnings	52,279	120,376
Less: net earnings attributable to noncontrolling interests	407	440
Net earnings attributable to Vishay stockholders	\$ 51,872	\$ 119,936
Basic earnings per share attributable to Vishay stockholders	\$ 0.36	\$ 0.83
Diluted earnings per share attributable to Vishay stockholders	\$ 0.36	\$ 0.83
Weighted average shares outstanding - basic	144,818	144,589
Weighted average shares outstanding - diluted	145,232	145,158
Cash dividends per share	\$ 0.19	\$ 0.18

See accompanying notes.

VISHAY INTERTECHNOLOGY, INC.
Consolidated Statements of Comprehensive Income
(Unaudited - In thousands)

	Six fiscal months ended	
	July 4, 2020	June 29, 2019
Net earnings	\$ 52,279	\$ 120,376
Other comprehensive income (loss), net of tax		
Pension and other post-retirement actuarial items	3,361	3,080
Foreign currency translation adjustment	<u>(3,041)</u>	<u>(2,605)</u>
Other comprehensive income	<u>320</u>	<u>475</u>
Comprehensive income	<u>52,599</u>	<u>120,851</u>
Less: comprehensive income attributable to noncontrolling interests	407	440
Comprehensive income attributable to Vishay stockholders	<u>\$ 52,192</u>	<u>\$ 120,411</u>

See accompanying notes.

VISHAY INTERTECHNOLOGY, INC.
Consolidated Condensed Statements of Cash Flows
(Unaudited - In thousands)

	Six fiscal months ended	
	July 4, 2020	June 29, 2019
	<u> </u>	<u> </u>
Operating activities		
Net earnings	\$ 52,279	\$ 120,376
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	82,158	81,346
(Gain) loss on disposal of property and equipment	(43)	(162)
Accretion of interest on convertible debt instruments	7,125	6,985
Inventory write-offs for obsolescence	11,587	12,643
Deferred income taxes	(4,370)	(5,601)
Loss on extinguishment of debt	4,066	1,307
Other	954	4,283
Change in U.S. transition tax liability	-	(14,757)
Change in repatriation tax liability	(16,258)	(20,479)
Net change in operating assets and liabilities, net of effects of businesses acquired	(12,589)	(50,122)
Net cash provided by operating activities	<u>124,909</u>	<u>135,819</u>
Investing activities		
Capital expenditures	(48,832)	(70,148)
Proceeds from sale of property and equipment	230	464
Purchase of businesses, net of cash received	-	(11,862)
Purchase of short-term investments	(157,086)	(1,970)
Maturity of short-term investments	108,044	79,694
Other investing activities	(529)	2,893
Net cash used in investing activities	<u>(98,173)</u>	<u>(929)</u>
Financing activities		
Issuance costs	-	(5,394)
Repurchase of convertible debt instruments	(90,525)	(22,695)
Net proceeds (payments) on revolving credit lines	-	28,000
Net changes in short-term borrowings	(113)	22
Dividends paid to common stockholders	(25,185)	(23,822)
Dividends paid to Class B common stockholders	(2,299)	(2,178)
Distributions to noncontrolling interests	(600)	(600)
Cash withholding taxes paid when shares withheld for vested equity awards	(2,016)	(2,708)
Net cash used in financing activities	<u>(120,738)</u>	<u>(29,375)</u>
Effect of exchange rate changes on cash and cash equivalents	<u>(201)</u>	<u>(641)</u>
Net increase (decrease) in cash and cash equivalents	(94,203)	104,874
Cash and cash equivalents at beginning of period	<u>694,133</u>	<u>686,032</u>
Cash and cash equivalents at end of period	<u>\$ 599,930</u>	<u>\$ 790,906</u>

See accompanying notes.

VISHAY INTERTECHNOLOGY, INC.

Consolidated Condensed Statements of Equity

(Unaudited - In thousands, except share and per share amounts)

	Common Stock	Class B Convertible Common Stock	Capital in Excess of Par Value	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Income (Loss)	Total Vishay Stockholders' Equity	Noncontrolling Interests	Total Equity
Balance at December 31, 2018	\$ 13,212	\$ 1,210	\$ 1,436,011	\$ (61,258)	\$ (6,791)	\$ 1,382,384	\$ 2,286	\$ 1,384,670
Cumulative effect of accounting change for adoption of ASU 2016-02	-	-	-	23,013	-	23,013	-	23,013
Net earnings	-	-	-	75,459	-	75,459	182	75,641
Other comprehensive income	-	-	-	-	(8,532)	(8,532)	-	(8,532)
Conversion of Class B shares (18 shares)	-	-	-	-	-	-	-	-
Temporary equity reclassification	-	-	3	-	-	3	-	3
Issuance of stock and related tax withholdings for vested restricted stock units (220,718 shares)	22	-	(2,681)	-	-	(2,659)	-	(2,659)
Dividends declared (\$0.085 per share)	-	-	15	(12,292)	-	(12,277)	-	(12,277)
Stock compensation expense	-	-	3,536	-	-	3,536	-	3,536
Repurchase of convertible debentures due 2040 and due 2042	-	-	(11,783)	-	-	(11,783)	-	(11,783)
Balance at March 30, 2019	<u>\$ 13,234</u>	<u>\$ 1,210</u>	<u>\$ 1,425,101</u>	<u>\$ 24,922</u>	<u>\$ (15,323)</u>	<u>\$ 1,449,144</u>	<u>\$ 2,468</u>	<u>\$ 1,451,612</u>
Net earnings	-	-	-	44,477	-	44,477	258	44,735
Other comprehensive income	-	-	-	-	9,007	9,007	-	9,007
Distributions to noncontrolling interests	-	-	-	-	-	-	(600)	(600)
Temporary equity reclassification	-	-	206	-	-	206	-	206
Issuance of stock and related tax withholdings for vested restricted stock units (9,906 shares)	1	-	(50)	-	-	(49)	-	(49)
Dividends declared (\$0.095 per share)	-	-	17	(13,740)	-	(13,723)	-	(13,723)
Stock compensation expense	-	-	890	-	-	890	-	890
Balance at June 29, 2019	<u>\$ 13,235</u>	<u>\$ 1,210</u>	<u>\$ 1,426,164</u>	<u>\$ 55,659</u>	<u>\$ (6,316)</u>	<u>\$ 1,489,952</u>	<u>\$ 2,126</u>	<u>\$ 1,492,078</u>
Balance at December 31, 2019	\$ 13,235	\$ 1,210	\$ 1,425,170	\$ 72,180	\$ (26,646)	\$ 1,485,149	\$ 2,540	\$ 1,487,689
Cumulative effect of accounting change for adoption of ASU 2016-13 (see Note 1)	-	-	-	(1,070)	-	(1,070)	-	(1,070)
Net earnings	-	-	-	27,219	-	27,219	165	27,384
Other comprehensive income	-	-	-	-	(21,528)	(21,528)	-	(21,528)
Temporary equity reclassification	-	-	174	-	-	174	-	174
Issuance of stock and related tax withholdings for vested restricted stock units (199,251 shares)	20	-	(2,011)	-	-	(1,991)	-	(1,991)
Dividends declared	-	-	18	(13,759)	-	(13,741)	-	(13,741)

	(\$0.095 per share)							
Stock compensation expense	-	-	2,998	-	-	2,998	-	2,998
Repurchase of convertible senior debentures due 2041	-	-	(10,089)	-	-	(10,089)	-	(10,089)
Balance at April 4, 2020	<u>\$ 13,255</u>	<u>\$ 1,210</u>	<u>\$ 1,416,260</u>	<u>\$ 84,570</u>	<u>\$ (48,174)</u>	<u>\$ 1,467,121</u>	<u>\$ 2,705</u>	<u>\$ 1,469,826</u>
Net earnings	-	-	-	24,653	-	24,653	242	24,895
Other comprehensive income	-	-	-	-	21,848	21,848	-	21,848
Distributions to noncontrolling interests	-	-	-	-	-	-	(600)	(600)
Issuance of stock and related tax withholdings for vested restricted stock units (13,141 shares)	1	-	(26)	-	-	(25)	-	(25)
Dividends declared (\$0.095 per share)	-	-	18	(13,761)	-	(13,743)	-	(13,743)
Stock compensation expense	-	-	875	-	-	875	-	875
Repurchase of convertible senior notes due 2025	-	-	(4,352)	-	-	(4,352)	-	(4,352)
Balance at July 4, 2020	<u>\$ 13,256</u>	<u>\$ 1,210</u>	<u>\$ 1,412,775</u>	<u>\$ 95,462</u>	<u>\$ (26,326)</u>	<u>\$ 1,496,377</u>	<u>\$ 2,347</u>	<u>\$ 1,498,724</u>

See accompanying notes.

Note 1 – Basis of Presentation

The accompanying unaudited consolidated condensed financial statements of Vishay Intertechnology, Inc. (“Vishay” or the “Company”) have been prepared in accordance with the instructions to Form 10-Q and therefore do not include all information and footnotes necessary for presentation of financial position, results of operations, and cash flows required by accounting principles generally accepted in the United States (“GAAP”) for complete financial statements. The information furnished reflects all normal recurring adjustments which are, in the opinion of management, necessary for a fair summary of the financial position, results of operations, and cash flows for the interim periods presented. The financial statements should be read in conjunction with the consolidated financial statements filed with the Company’s Annual Report on Form 10-K for the year ended December 31, 2019. The results of operations for the fiscal quarter and six fiscal months ended July 4, 2020 are not necessarily indicative of the results to be expected for the full year.

The Company reports interim financial information for 13-week periods beginning on a Sunday and ending on a Saturday, except for the first fiscal quarter, which always begins on January 1, and the fourth fiscal quarter, which always ends on December 31. The four fiscal quarters in 2020 end on April 4, 2020, July 4, 2020, October 3, 2020, and December 31, 2020, respectively. The four fiscal quarters in 2019 ended on March 30, 2019, June 29, 2019, September 28, 2019, and December 31, 2019, respectively.

Recently Adopted Accounting Guidance

In June 2016, the Financial Accounting Standards Board (“FASB”) issued ASU No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. The ASU replaces the incurred loss impairment methodology in current GAAP with a methodology that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. The Company adopted the ASU effective January 1, 2020.

Payment terms for the Company’s sales are generally less than ninety days. Substantially all of the Company’s receivables are collected within twelve months of the transfer of products to the customer and the Company expects this to continue going forward. The credit loss allowance is determined through an analysis of the aging of accounts receivable and assessments of risk that are based on historical trends and an evaluation of the impact of current and projected economic conditions. Receivables from customers with deteriorating financial condition and those over 180 days past due are removed from the pool and evaluated separately. The adoption of ASU 2016-13 on January 1, 2020 had no material impact on the Company’s allowance for accounts receivable credit losses.

The Company’s cash equivalents, short-term investments, and restricted investments are accounted for as held-to-maturity debt instruments, at amortized cost. Interest income on these instruments is recorded as “Other income” on the consolidated condensed statements of operations and interest receivable is recognized as a separate asset and recorded in “Prepaid expenses and other current assets” on the consolidated condensed balance sheets. The Company has not experienced a credit loss on the principal or interest receivable of its cash equivalents, short-term investments, or restricted investments. The Company pools its cash equivalents, short-term investments, and restricted investments by credit rating of the issuing financial institution and estimates an allowance for credit losses based on the corporate bond default ratios, evaluation of the impact of current and projected economic conditions, and probability of credit loss. The Company recorded a cumulative-effect adjustment of \$810 to January 1, 2020 retained earnings to recognize an allowance for credit losses for these financial instruments upon the adoption of ASU 2016-13. The Company does not measure an allowance for credit losses on interest receivable. Any uncollectible interest receivable will be recognized by reversing interest income within the fiscal quarter that the interest becomes uncollectible.

The Company has an immaterial amount of other short-term held-to-maturity debt instruments recorded within “Prepaid expenses and other current assets” on the consolidated condensed balance sheets. The Company analyzes these assets on a separate asset basis and estimates an allowance for credit losses based on historical credit loss rates and an evaluation of the impact of current and projected economic conditions. The Company recorded a cumulative-effect adjustment of \$260 to January 1, 2020 retained earnings to recognize an allowance for credit losses for these financial instruments upon the adoption of ASU 2016-13.

Reclassifications

Certain prior period amounts have been reclassified to conform to the current financial statement presentation.

Note 2 – Impact of Coronavirus Outbreak

The Company's operations have been impacted by the coronavirus ("COVID-19") outbreak. Some manufacturing facilities were temporarily closed and some are operating at levels less than full capacity. The Company has incurred incremental costs separable from normal operations that are directly related to the outbreak and containment efforts, primarily wages paid to manufacturing employees during government-mandated shut-downs, additional wages and hardship allowances for working during lockdown periods, additional costs of cleaning and disinfecting facilities, costs of additional safety equipment for employees, and temporary housing for employees due to travel restrictions, which were partially offset by government subsidies. The net impact of the costs and subsidies are reported as cost of products sold (\$923 and \$4,053) and selling, general, and administrative benefits of (\$747 and \$430) based on employee function on the consolidated condensed statements of operations for the fiscal quarter and six fiscal months ended July 4, 2020, respectively.

The Company's insurance coverages generally exclude losses incurred due to pandemics. Any amounts that may be received will not be recognized until all contingencies are settled.

Note 3 – Leases

The Company leases buildings and machinery and equipment used for manufacturing and/or sales and administrative purposes. The Company is also party to various service, warehousing, and other agreements that it evaluates for potential embedded leases.

The Company leases assets in each region in which it operates. No individual lease is considered significant and there are no leases that have not yet commenced that are considered significant.

The net right of use assets and lease liabilities recognized on the consolidated condensed balance sheets for the Company's operating leases were as follows:

	<u>July 4, 2020</u>	<u>December 31, 2019</u>
Right of use assets		
<i>Operating Leases</i>		
Buildings and improvements	\$ 98,048	\$ 87,689
Machinery and equipment	5,105	5,473
Total	<u>\$ 103,153</u>	<u>\$ 93,162</u>
Current lease liabilities		
<i>Operating Leases</i>		
Buildings and improvements	\$ 18,716	\$ 17,410
Machinery and equipment	2,727	2,807
Total	<u>\$ 21,443</u>	<u>\$ 20,217</u>
Long-term lease liabilities		
<i>Operating Leases</i>		
Buildings and improvements	\$ 83,372	\$ 75,877
Machinery and equipment	2,342	2,634
Total	<u>\$ 85,714</u>	<u>\$ 78,511</u>
Total lease liabilities	<u>\$ 107,157</u>	<u>\$ 98,728</u>

NOTES TO THE CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(dollars in thousands, except per share amounts)

Lease expense is classified in the statements of operations based on asset use. Total lease cost recognized on the consolidated condensed statements of operations is as follows:

	<u>Fiscal quarters ended</u>		<u>Six fiscal months ended</u>	
	<u>July 4, 2020</u>	<u>June 29, 2019</u>	<u>July 4, 2020</u>	<u>June 29, 2019</u>
<u>Lease expense</u>				
Operating lease expense	\$ 5,760	\$ 5,627	\$ 11,412	\$ 11,163
Short-term lease expense	225	819	419	1,652
Variable lease expense	6	9	29	21
Total lease expense	<u>\$ 5,991</u>	<u>\$ 6,455</u>	<u>\$ 11,860</u>	<u>\$ 12,836</u>

The Company paid \$12,867 and \$10,277 for its operating leases in the six fiscal months ended July 4, 2020 and June 29, 2019, respectively, which are included in operating cash flows on the consolidated condensed statements of cash flows. The weighted-average remaining lease term for the Company's operating leases is 9.2 years and the weighted-average discount rate is 6.0% as of July 4, 2020.

The undiscounted future lease payments for the Company's operating lease liabilities are as follows:

	<u>July 4, 2020</u>
2020 (excluding the six fiscal months ended July 4, 2020)	\$ 11,165
2021	20,498
2022	16,838
2023	14,370
2024	13,218
Thereafter	63,394

The undiscounted future lease payments presented in the table above include payments through the term of the lease, which may include periods beyond the noncancellable term. The difference between the total payments above and the lease liability balance is due to the discount rate used to calculate lease liabilities.

Note 4 – Restructuring and Related Activities

In the third fiscal quarter of 2019, the Company announced global cost reduction and management rejuvenation programs as part of its continuous efforts to improve efficiency and operating performance.

The programs are primarily designed to reduce manufacturing fixed costs and selling, general, and administrative costs company-wide, and provide management rejuvenation. The Company has incurred charges totalling \$24,882, primarily related to cash severance costs, to implement these programs. The Company expects these cost reductions to be fully achieved by December 2020. All participants in the program are now identified.

The following table summarizes the activity to date related to this program:

Expense recorded in 2019	\$		24,139
Cash paid			(1,330)
Foreign currency translation			35
Balance at December 31, 2019	\$		22,844
Expense recorded in 2020			743
Cash paid			(6,465)
Foreign currency translation			(21)
Balance at July 4, 2020	\$		<u>17,101</u>

The payment terms vary by country, but generally are paid in a lump sum at cessation of employment. The current portion of the liability is \$13,401 and is included in other accrued expenses on the consolidated condensed balance sheet. The non-current portion of the liability is \$3,700 and is included in other liabilities on the consolidated condensed balance sheet.

Note 5 – Income Taxes

The provision for income taxes consists of provisions for federal, state, and foreign income taxes. The effective tax rates for the periods ended July 4, 2020 and June 29, 2019 reflect the Company's expected tax rate on reported income from continuing operations before income tax and tax adjustments. The Company operates in a global environment with significant operations in various jurisdictions outside the United States. Accordingly, the consolidated income tax rate is a composite rate reflecting the Company's earnings and the applicable tax rates in the various jurisdictions where the Company operates.

During the second fiscal quarter of 2020, the Company repatriated \$104,091 to the United States, and paid withholding and foreign taxes of \$16,258. Substantially all of these amounts were used to repay certain indebtedness.

The Company repurchased a portion of outstanding convertible notes and debentures in the fiscal quarter and six fiscal months ended July 4, 2020 (see Note 6). The Company recognized tax benefits on the pre-tax loss on early extinguishment of debt. The Company also recognized tax benefits of \$1,346 in the six fiscal months ended July 4, 2020, reflecting the reduction in deferred tax liabilities related to the special tax attributes of the extinguished debentures.

During the six fiscal months ended July 4, 2020, the liabilities for unrecognized tax benefits decreased by \$3,397 on a net basis, primarily due to settlement of an audit and the expiration of a statute, partially offset by accruals for current year tax positions and interest.

Note 6 – Long-Term Debt

Long-term debt consists of the following:

	July 4, 2020	December 31, 2019
Credit facility	\$ -	\$ -
Convertible senior notes, due 2025	451,169	509,128
Convertible senior debentures, due 2040	128	126
Convertible senior debentures, due 2041	1,058	6,677
Deferred financing costs	<u>(13,861)</u>	<u>(16,784)</u>
	438,494	499,147
Less current portion	-	-
	<u>\$ 438,494</u>	<u>\$ 499,147</u>

The following table summarizes some key facts and terms regarding the outstanding convertible debt instruments as of July 4, 2020:

	Convertible Senior Notes Due 2025	Convertible Senior Debentures Due 2040	Convertible Senior Debentures Due 2041
Issuance date	June 12, 2018	November 9, 2010	May 13, 2011
Maturity date	June 15, 2025	November 15, 2040	May 15, 2041
Principal amount as of July 4, 2020	\$ 524,230	\$ 300	\$ 2,640
Cash coupon rate (per annum)	2.25%	2.25%	2.25%
Nonconvertible debt borrowing rate at issuance (per annum)	5.50%	8.00%	8.375%
Conversion rate effective June 11, 2020 (per \$1 principal amount)	31.8470	80.9286	59.0575
Effective conversion price effective June 11, 2020 (per share)	\$ 31.40	\$ 12.36	\$ 16.93
130% of the conversion price (per share)	\$ 40.82	\$ 16.07	\$ 22.01
Call date	n/a	November 20, 2020	May 20, 2021

The terms of the convertible senior debentures due 2040 and due 2041 are generally congruent.

Prior to three months before the maturity date, the holders may convert their convertible senior debentures due 2040 and due 2041 only under the following circumstances: (1) during any fiscal quarter after the first full quarter subsequent to issuance, if the sale price of Vishay common stock reaches 130% of the conversion price for a specified period; (2) the trading price of the debentures falls below 98% of the product of the sale price of Vishay's common stock and the conversion rate for a specified period; (3) Vishay calls any or all of the debentures for redemption, at any time prior to the close of business on the third scheduled trading day immediately preceding the redemption date; or (4) upon the occurrence of specified corporate events. The convertible senior debentures due 2040 and due 2041 are not currently convertible.

Prior to December 15, 2024, the holders of the convertible senior notes due 2025 may convert their notes only under the following circumstances: (1) during any fiscal quarter after the fiscal quarter ending September 29, 2018, if the sale price of Vishay common stock reaches 130% of the conversion price for a specified period; (2) the trading price of the notes falls below 98% of the product of the sale price of Vishay's common stock and the conversion rate for a specified period; or (3) upon the occurrence of specified corporate transactions. The convertible senior notes due 2025 are not currently convertible.

The quarterly cash dividend program of the Company results in adjustments to the conversion rate and effective conversion price for the convertible debt instruments effective as of the ex-dividend date of each cash dividend. The conversion rate and effective conversion price for the convertible senior notes due 2025 is adjusted for quarterly cash dividends to the extent such dividends exceed \$0.085 per share of common stock.

GAAP requires an issuer to separately account for the liability and equity components of the instrument in a manner that reflects the issuer's nonconvertible debt borrowing rate when interest costs are recognized in subsequent periods. The resulting discount on the debt is amortized as non-cash interest expense in future periods.

NOTES TO THE CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
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The carrying values of the liability and equity components of the convertible debt instruments are reflected in the Company's consolidated condensed balance sheets as follows:

	Principal amount of the debt instruments	Unamortized discount	Carrying value of liability component	Equity component (including temporary equity) -net carrying value
July 4, 2020				
Convertible senior notes due 2025	\$ 524,230	(73,061)	\$ 451,169	\$ 74,495
Convertible senior debentures due 2040 and due 2041	\$ 2,940	(1,754)	\$ 1,186	\$ 1,216
Total	<u>\$ 527,170</u>	<u>\$ (74,815)</u>	<u>\$ 452,355</u>	<u>\$ 75,711</u>
December 31, 2019				
Convertible senior notes due 2025	\$ 600,000	(90,872)	\$ 509,128	\$ 85,262
Convertible senior debentures due 2040 and due 2041	\$ 17,190	(10,387)	\$ 6,803	\$ 7,129
Total	<u>\$ 617,190</u>	<u>\$ (101,259)</u>	<u>\$ 515,931</u>	<u>\$ 92,391</u>

Interest is payable on the convertible debt instruments semi-annually at the cash coupon rate; however, the remaining debt discount is being amortized as additional non-cash interest expense using an effective annual interest rate equal to the Company's estimated nonconvertible debt borrowing rate at the time of issuance. In addition to ordinary interest, contingent interest will accrue in certain circumstances relating to the trading price of the convertible senior debentures due 2040 and due 2041 and under certain other circumstances, beginning in 2020 and 2021, respectively. The convertible senior notes due 2025 do not possess contingent interest features.

Interest expense related to the convertible debt instruments is reflected on the consolidated condensed statements of operations for the fiscal quarters ended:

	Contractual coupon interest	Non-cash amortization of debt discount	Other non- cash interest expense	Total interest expense related to the debt instruments
July 4, 2020				
Convertible senior notes due 2025	\$ 3,266	3,479	435	\$ 7,180
Convertible senior debentures	\$ 16	9	-	\$ 25
Total	<u>\$ 3,282</u>	<u>\$ 3,488</u>	<u>\$ 435</u>	<u>\$ 7,205</u>
June 29, 2019				
Convertible senior notes due 2025	\$ 3,375	3,442	454	\$ 7,271
Convertible senior debentures	\$ 119	53	(2)	\$ 170
Total	<u>\$ 3,494</u>	<u>\$ 3,495</u>	<u>\$ 452</u>	<u>\$ 7,441</u>

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Interest expense related to the convertible debt instruments is reflected on the consolidated condensed statements of operations for the six fiscal months ended:

	<u>Contractual coupon interest</u>	<u>Non-cash amortization of debt discount</u>	<u>Other non- cash interest expense</u>	<u>Total interest expense related to the debt instruments</u>
July 4, 2020				
Convertible senior notes due 2025	\$ 6,641	7,096	889	\$ 14,626
Convertible senior debentures	\$ 60	29	-	\$ 89
Total	<u>\$ 6,701</u>	<u>\$ 7,125</u>	<u>\$ 889</u>	<u>\$ 14,715</u>
June 29, 2019				
Convertible senior notes due 2025	\$ 6,750	6,868	908	\$ 14,526
Convertible senior debentures	\$ 267	117	(18)	\$ 366
Total	<u>\$ 7,017</u>	<u>\$ 6,985</u>	<u>\$ 890</u>	<u>\$ 14,892</u>

Other non-cash interest expense includes amortization of deferred financing costs and changes in the value of embedded derivative liabilities.

The Company used cash to repurchase \$75,770 principal amount of convertible senior notes due 2025 in the second fiscal quarter of 2020. The net carrying value of the debentures repurchased was \$65,056. In accordance with the authoritative accounting guidance for convertible debt, the aggregate repurchase payment of \$70,676 was allocated between the liability (\$65,056) and equity (\$5,620) components of the convertible notes, using the Company's nonconvertible debt borrowing rate at the time of the repurchase. As a result, the Company recognized a loss on extinguishment of convertible notes of \$1,146, including the write-off of unamortized debt issuance costs in the second fiscal quarter of 2020.

The Company used cash to repurchase \$14,250 principal amount of convertible senior debentures due 2041 in the first fiscal quarter of 2020. The net carrying value of the debentures repurchased was \$5,645. The aggregate repurchase payment of \$19,849 was allocated between the liability (\$8,452) and equity (\$11,397) components of the convertible debentures, using the Company's nonconvertible debt borrowing rate at the time of the repurchase. As a result, the Company recognized a loss on extinguishment of convertible debentures of \$2,920, including the write-off of unamortized debt issuance costs in the first fiscal quarter of 2020.

Note 7 – Revenue Recognition

Sales returns and allowances accrual activity is shown below:

	Fiscal quarters ended		Six fiscal months ended	
	July 4, 2020	June 29, 2019	July 4, 2020	June 29, 2019
Beginning balance	\$ 34,812	\$ 37,577	\$ 40,508	\$ 42,663
Sales allowances	19,224	28,903	41,856	57,114
Credits issued	(14,991)	(22,270)	(42,973)	(55,332)
Foreign currency	387	172	41	(63)
Ending balance	<u>\$ 39,432</u>	<u>\$ 44,382</u>	<u>\$ 39,432</u>	<u>\$ 44,382</u>

Note 8 – Accumulated Other Comprehensive Income (Loss)

The cumulative balance of each component of other comprehensive income (loss) and the income tax effects allocated to each component are as follows:

	Pension and other post- retirement actuarial items	Currency translation adjustment	Total
Balance at January 1, 2020	\$ (68,020)	\$ 41,374	\$ (26,646)
Other comprehensive income before reclassifications	-	(3,041)	\$ (3,041)
Tax effect	-	-	\$ -
Other comprehensive income before reclassifications, net of tax	-	(3,041)	\$ (3,041)
Amounts reclassified out of AOCI	4,442	-	\$ 4,442
Tax effect	(1,081)	-	\$ (1,081)
Amounts reclassified out of AOCI, net of tax	3,361	-	\$ 3,361
Net other comprehensive income	\$ 3,361	\$ (3,041)	\$ 320
Balance at July 4, 2020	\$ (64,659)	\$ 38,333	\$ (26,326)

Reclassifications of pension and other post-retirement actuarial items out of AOCI are included in the computation of net periodic benefit cost. See Note 9 for further information.

Note 9 – Pensions and Other Postretirement Benefits

The Company maintains various retirement benefit plans. The service cost component of net periodic pension cost is classified in costs of products sold or selling, general, and administrative expenses on the consolidated condensed statements of operations based on the respective employee's function. The other components of net periodic pension cost are classified as other expense on the consolidated condensed statements of operations.

Defined Benefit Pension Plans

The following table shows the components of the net periodic pension cost for the second fiscal quarters of 2020 and 2019 for the Company's defined benefit pension plans:

	Fiscal quarter ended July 4, 2020		Fiscal quarter ended June 29, 2019	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
Net service cost	\$ -	\$ 1,071	\$ -	\$ 845
Interest cost	341	919	424	1,281
Expected return on plan assets	-	(491)	-	(489)
Amortization of prior service cost	36	30	36	50
Amortization of losses	297	1,588	118	1,344
Curtailment and settlement losses	-	231	-	500
Net periodic benefit cost	<u>\$ 674</u>	<u>\$ 3,348</u>	<u>\$ 578</u>	<u>\$ 3,531</u>

The following table shows the components of the net periodic pension cost for the six fiscal months ended July 4, 2020 and June 29, 2019 for the Company's defined benefit pension plans:

	Six fiscal months ended July 4, 2020		Six fiscal months ended June 29, 2019	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
Net service cost	\$ -	\$ 2,145	\$ -	\$ 1,697
Interest cost	683	1,843	848	2,572
Expected return on plan assets	-	(986)	-	(979)
Amortization of prior service cost	72	60	72	101
Amortization of losses	595	3,180	236	2,703
Curtailment and settlement losses	-	460	-	1,005
Net periodic benefit cost	<u>\$ 1,350</u>	<u>\$ 6,702</u>	<u>\$ 1,156</u>	<u>\$ 7,099</u>

Other Postretirement Benefits

The following table shows the components of the net periodic benefit cost for the second fiscal quarters of 2020 and 2019 for the Company's other postretirement benefit plans:

	Fiscal quarter ended July 4, 2020		Fiscal quarter ended June 29, 2019	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
Service cost	\$ 28	\$ 68	\$ 35	\$ 72
Interest cost	59	16	78	30
Amortization of losses (gains)	6	31	(32)	27
Net periodic benefit cost	<u>\$ 93</u>	<u>\$ 115</u>	<u>\$ 81</u>	<u>\$ 129</u>

The following table shows the components of the net periodic pension cost for the six fiscal months ended July 4, 2020 and June 29, 2019 for the Company's other postretirement benefit plans:

	Six fiscal months ended July 4, 2020		Six fiscal months ended June 29, 2019	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
Service cost	\$ 56	\$ 137	\$ 70	\$ 144
Interest cost	118	31	155	60
Amortization of losses (gains)	13	62	(64)	54
Net periodic benefit cost	<u>\$ 187</u>	<u>\$ 230</u>	<u>\$ 161</u>	<u>\$ 258</u>

Note 10 – Stock-Based Compensation

The Company has various stockholder-approved programs which allow for the grant of stock-based compensation to officers, employees, and non-employee directors of the Company.

The amount of compensation cost related to stock-based payment transactions is measured based on the grant-date fair value of the equity instruments issued. The Company determines compensation cost for restricted stock units (“RSUs”) and phantom stock units based on the grant-date fair value of the underlying common stock adjusted for expected dividends paid over the required vesting period for non-participating awards. Compensation cost is recognized over the period that an officer, employee, or non-employee director provides service in exchange for the award.

The following table summarizes stock-based compensation expense recognized:

	Fiscal quarters ended		Six fiscal months ended	
	<u>July 4, 2020</u>	<u>June 29, 2019</u>	<u>July 4, 2020</u>	<u>June 29, 2019</u>
Restricted stock units	\$ 875	\$ 890	\$ 3,658	4,249
Phantom stock units	-	-	215	177
Total	\$ 875	\$ 890	\$ 3,873	4,426

The Company recognizes compensation cost for RSUs that are expected to vest and records cumulative adjustments in the period that the expectation changes.

The following table summarizes unrecognized compensation cost and the weighted average remaining amortization periods at July 4, 2020 (amortization periods in years):

	<u>Unrecognized Compensation Cost</u>	<u>Weighted Average Remaining Amortization Periods</u>
Restricted stock units	\$ 4,162	0.9
Phantom stock units	-	n/a
Total	\$ 4,162	

The Company currently expects all performance-based RSUs to vest and all of the associated unrecognized compensation cost for performance-based RSUs presented in the table above to be recognized.

2007 Stock Incentive Plan

The Company's 2007 Stock Incentive Program (the "2007 Program"), as amended and restated, permits the grant of up to 6,500,000 shares of restricted stock, unrestricted stock, RSUs, stock options, and phantom stock units, to officers, employees, and non-employee directors of the Company. Such instruments are available for grant until May 20, 2024.

Restricted Stock Units

RSU activity under the 2007 Program as of July 4, 2020 and changes during the six fiscal months then ended are presented below (number of RSUs in thousands):

	<u>Number of RSUs</u>	<u>Weighted Average Grant-date Fair Value per Unit</u>
Outstanding:		
January 1, 2020	842	\$ 17.93
Granted	272	18.30
Vested*	(308)	15.70
Cancelled or forfeited	(13)	19.06
Outstanding at July 4, 2020	<u>793</u>	<u>\$ 18.90</u>
Expected to vest at July 4, 2020	<u>793</u>	

* The number of RSUs vested includes shares that the Company withheld on behalf of employees to satisfy the statutory tax withholding requirements.

The number of performance-based RSUs that are scheduled to vest increases ratably based on the achievement of defined performance criteria between the established target and maximum levels. RSUs with performance-based vesting criteria are expected to vest as follows (number of RSUs in thousands):

<u>Vesting Date</u>	<u>Expected to Vest</u>	<u>Not Expected to Vest</u>	<u>Total</u>
January 1, 2021	141	-	141
January 1, 2022	174	-	174
January 1, 2023	152	-	152

Phantom Stock Units

The 2007 Program authorizes the grant of phantom stock units to the extent provided for in the Company's employment agreements with certain executives. Each phantom stock unit entitles the recipient to receive a share of common stock at the individual's termination of employment or any other future date specified in the applicable employment agreement. Phantom stock units participate in dividend distribution on the same basis as the Company's common stock and Class B common stock. Dividend equivalents are issued in the form of additional units of phantom stock. The phantom stock units are fully vested at all times.

Phantom stock unit activity under the phantom stock plan as of July 4, 2020 and changes during the six fiscal months then ended are presented below (number of phantom stock units in thousands):

	<u>Number of units</u>	<u>Grant-date Fair Value per Unit</u>
Outstanding:		
January 1, 2020	183	
Granted	10	\$ 21.49
Dividend equivalents issued	2	
Outstanding at July 4, 2020	<u>195</u>	

Note 11 – Segment Information

Vishay is a global manufacturer and supplier of electronic components. Vishay operates, and its chief operating decision maker makes strategic and operating decisions with regards to assessing performance and allocating resources based on, six reporting segments: MOSFETs, Diodes, Optoelectronic Components, Resistors, Inductors, and Capacitors. These segments represent groupings of product lines based on their functionality:

- Metal oxide semiconductor field-effect transistors ("MOSFETs") function as solid-state switches to control power.
- Diodes route, regulate, and block radio frequency, analog, and power signals; protect systems from surges or electrostatic discharge damage; or provide electromagnetic interference filtering.
- Optoelectronic components emit light, detect light, or do both.
- Resistors are basic components used in all forms of electronic circuitry to adjust and regulate levels of voltage and current.
- Inductors use an internal magnetic field to change alternating current phase and resist alternating current.
- Capacitors store energy and discharge it when needed.

The current six segment alignment reflects a change in reporting structure made during the fourth fiscal quarter of 2019. The fiscal periods ended June 29, 2019 have been recast to separately present Resistors and Inductors.

Vishay's reporting segments generate substantially all of their revenue from product sales to the industrial, automotive, telecommunications, computing, consumer products, power supplies, military and aerospace, and medical end markets. A small portion of revenues is from royalties.

The Company evaluates business segment performance on operating income, exclusive of certain items ("segment operating income"). Only dedicated, direct selling, general, and administrative expenses of the segments are included in the calculation of segment operating income. The Company's calculation of segment operating income excludes such selling, general, and administrative costs as global operations, sales and marketing, information systems, finance and administration groups, as well as restructuring and severance costs, the direct impact of the COVID-19 outbreak, goodwill and long-lived asset impairment charges, and other items. Management believes that evaluating segment performance excluding such items is meaningful because it provides insight with respect to intrinsic operating results of the Company. These items represent reconciling items between segment operating income and consolidated operating income. Business segment assets are the owned or allocated assets used by each business.

The Company also regularly evaluates gross profit by segment to assist in the analysis of consolidated gross profit. The Company considers segment operating income to be the more important metric because it more fully captures the business operations of the segments.

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The following tables set forth business segment information:

	<u>MOSFETs</u>	<u>Diodes</u>	<u>Optoelectronic Components</u>	<u>Resistors</u>	<u>Inductors</u>	<u>Capacitors</u>	<u>Corporate / Other*</u>	<u>Total</u>
<u>Fiscal quarter ended July 4, 2020:</u>								
Net revenues	\$ 118,944	\$ 124,187	\$ 49,130	\$ 140,412	\$ 65,185	\$ 83,859	\$ -	\$ 581,717
Gross profit	\$ 26,978	\$ 24,904	\$ 11,728	\$ 32,513	\$ 20,252	\$ 15,218	\$ (923)	\$ 130,670
Segment operating income	\$ 17,602	\$ 19,814	\$ 7,948	\$ 27,879	\$ 17,713	\$ 10,524	\$ (923)	\$ 100,557
<u>Fiscal quarter ended June 29, 2019:</u>								
Net revenues	\$ 128,842	\$ 142,042	\$ 60,675	\$ 165,359	\$ 77,024	\$ 111,298	\$ -	\$ 685,240
Gross profit	\$ 31,933	\$ 28,857	\$ 16,231	\$ 46,877	\$ 24,538	\$ 26,165	\$ -	\$ 174,601
Segment operating income	\$ 22,541	\$ 24,010	\$ 12,022	\$ 41,667	\$ 21,776	\$ 21,161	\$ -	\$ 143,177
<u>Six fiscal months ended July 4, 2020:</u>								
Net revenues	\$ 235,837	\$ 239,530	\$ 103,309	\$ 299,620	\$ 138,970	\$ 177,292	\$ -	\$ 1,194,558
Gross Profit	\$ 55,130	\$ 44,422	\$ 26,313	\$ 77,286	\$ 43,239	\$ 35,573	\$ (4,053)	\$ 277,910
Segment Operating Income	\$ 36,260	\$ 34,236	\$ 18,634	\$ 66,764	\$ 38,023	\$ 25,594	\$ (4,053)	\$ 215,458
<u>Six fiscal months ended June 29, 2019:</u>								
Net revenues	\$ 266,183	\$ 309,882	\$ 121,237	\$ 354,190	\$ 148,664	\$ 230,243	\$ -	\$ 1,430,399
Gross Profit	\$ 67,992	\$ 72,349	\$ 32,248	\$ 109,466	\$ 47,818	\$ 55,887	\$ -	\$ 385,760
Segment Operating Income	\$ 49,219	\$ 62,138	\$ 23,732	\$ 98,014	\$ 42,416	\$ 45,727	\$ -	\$ 321,246

*Amounts reported in Corporate/Other above represent unallocated costs directly related to the COVID-19 outbreak, which are reported as costs of products sold on the consolidated condensed statements of operations.

	<u>Fiscal quarters ended</u>		<u>Six fiscal months ended</u>	
	<u>July 4, 2020</u>	<u>June 29, 2019</u>	<u>July 4, 2020</u>	<u>June 29, 2019</u>
Reconciliation:				
Segment Operating Income	\$ 100,557	\$ 143,177	\$ 215,458	\$ 321,246
Restructuring and Severance Costs	(743)	-	(743)	-
Impact of COVID-19 on Selling, General, and Administrative Expenses	747	-	430	-
Unallocated Selling, General, and Administrative Expenses	(59,761)	(63,688)	(126,937)	(134,022)
Consolidated Operating Income	<u>\$ 40,800</u>	<u>\$ 79,489</u>	<u>\$ 88,208</u>	<u>\$ 187,224</u>
Unallocated Other Income (Expense)	(11,060)	(8,601)	(22,334)	(16,388)
Consolidated Income Before Taxes	<u>\$ 29,740</u>	<u>\$ 70,888</u>	<u>\$ 65,874</u>	<u>\$ 170,836</u>

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The Company has a broad line of products that it sells to OEMs, EMS companies, and independent distributors. The distribution of sales by customer type is shown below:

	Fiscal quarters ended		Six fiscal months ended	
	June 29,		June 29,	
	July 4, 2020	2019	July 4, 2020	2019
Distributors	\$ 349,562	\$ 368,420	\$ 655,008	\$ 779,980
OEMs	190,799	269,026	451,928	551,662
EMS companies	41,356	47,794	87,622	98,757
Total Revenue	<u>\$ 581,717</u>	<u>\$ 685,240</u>	<u>\$ 1,194,558</u>	<u>\$ 1,430,399</u>

Net revenues were attributable to customers in the following regions:

	Fiscal quarters ended		Six fiscal months ended	
	June 29,		June 29,	
	July 4, 2020	2019	July 4, 2020	2019
Asia	\$ 260,625	\$ 246,193	\$ 477,709	\$ 505,919
Europe	179,928	254,742	412,980	533,641
Americas	141,164	184,305	303,869	390,839
Total Revenue	<u>\$ 581,717</u>	<u>\$ 685,240</u>	<u>\$ 1,194,558</u>	<u>\$ 1,430,399</u>

The Company generates substantially all of its revenue from product sales to end customers in the industrial, automotive, telecommunications, computing, consumer products, power supplies, military and aerospace, and medical end markets. Sales by end market are presented below:

	Fiscal quarters ended		Six fiscal months ended	
	June 29,		June 29,	
	July 4, 2020	2019	July 4, 2020	2019
Industrial	\$ 226,877	\$ 250,783	\$ 441,988	\$ 532,373
Automotive	133,834	200,580	335,777	415,366
Telecommunications	33,496	44,562	63,188	97,842
Computing	55,719	48,244	100,942	95,752
Consumer Products	22,571	30,486	43,124	64,535
Power Supplies	32,176	29,474	57,370	59,601
Military and Aerospace	41,451	47,848	85,386	95,409
Medical	35,593	33,263	66,783	69,521
Total revenue	<u>\$ 581,717</u>	<u>\$ 685,240</u>	<u>1,194,558</u>	<u>1,430,399</u>

Note 12 – Earnings Per Share

The following table sets forth the computation of basic and diluted earnings per share attributable to Vishay stockholders (*shares in thousands*):

	Fiscal quarters ended		Six fiscal months ended	
	July 4, 2020	June 29, 2019	July 4, 2020	June 29, 2019
Numerator:				
Net earnings attributable to Vishay stockholders	\$ 24,653	\$ 44,477	\$ 51,872	\$ 119,936
Denominator:				
Denominator for basic earnings per share:				
Weighted average shares	144,651	144,441	144,624	144,409
Outstanding phantom stock units	195	180	194	180
Adjusted weighted average shares	<u>144,846</u>	<u>144,621</u>	<u>144,818</u>	<u>144,589</u>
Effect of dilutive securities:				
Convertible debt instruments	5	24	50	131
Restricted stock units	319	378	364	438
Dilutive potential common shares	<u>324</u>	<u>402</u>	<u>414</u>	<u>569</u>
Denominator for diluted earnings per share:				
Adjusted weighted average shares - diluted	<u>145,170</u>	<u>145,023</u>	<u>145,232</u>	<u>145,158</u>
Basic earnings per share attributable to Vishay stockholders	\$ 0.17	\$ 0.31	\$ 0.36	\$ 0.83
Diluted earnings per share attributable to Vishay stockholders	\$ 0.17	\$ 0.31	\$ 0.36	\$ 0.83

Diluted earnings per share for the periods presented do not reflect the following weighted average potential common shares that would have an antidilutive effect or have unsatisfied performance conditions (*in thousands*):

	Fiscal quarters ended		Six fiscal months ended	
	July 4, 2020	June 29, 2019	July 4, 2020	June 29, 2019
Convertible debt instruments:				
Convertible Senior Notes, due 2025	18,321	19,055	18,704	19,053
Convertible Senior Debentures, due 2041	155	-	122	-
Weighted average other	387	315	356	315

The Company's convertible debt instruments are only convertible for specified periods upon the occurrence of certain events. The Company's convertible debt instruments are not currently convertible. In periods that the convertible debt instruments are not convertible, the certain conditions which could trigger conversion of the debt instruments have been deemed to be non-substantive, and accordingly, the Company assumes the conversion of these instruments in its diluted earnings per share computation during periods in which they are dilutive.

At the direction of its Board of Directors, the Company intends, upon conversion, to repay the principal amounts of any of the convertible debt instruments in cash and settle any additional amounts in shares of Vishay common stock. Accordingly, the convertible instruments are included in the diluted earnings per share computation using the "treasury stock method" (similar to options and warrants) rather than the "if converted method" otherwise required for convertible debt. Under the "treasury stock method," Vishay calculates the number of shares issuable under the terms of the debentures based on the average market price of Vishay common stock during the period, and that number is included in the total diluted shares figure for the period. If the average market price is less than \$12.36, no shares are included in the diluted earnings per share computation for the convertible senior debentures due 2040, if the average market price is less than \$16.93, no shares are included in the diluted earnings per share computation for the convertible senior debentures due 2041, and if the average market price is less than \$31.40, no shares are included in the diluted earnings per share computation for the convertible senior notes due 2025.

Note 13 – Fair Value Measurements

The fair value measurement accounting guidance establishes a valuation hierarchy of the inputs used to measure fair value. This hierarchy prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. The following is a brief description of those three levels:

Level 1: Observable inputs such as quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2: Inputs other than quoted prices that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active.

Level 3: Unobservable inputs that reflect the Company’s own assumptions.

An asset or liability’s classification within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement. There have been no changes in the classification of any financial instruments within the fair value hierarchy in the periods presented.

The following table provides the financial assets and liabilities carried at fair value measured on a recurring basis:

	<u>Total Fair Value</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
July 4, 2020				
<u>Assets:</u>				
Assets held in rabbi trusts	\$ 53,888	\$ 36,822	\$ 17,066	\$ -
Available for sale securities	\$ 4,401	4,401	-	-
	<u>\$ 58,289</u>	<u>\$ 41,223</u>	<u>\$ 17,066</u>	<u>\$ -</u>
December 31, 2019				
<u>Assets:</u>				
Assets held in rabbi trusts	\$ 52,148	\$ 34,280	17,868	\$ -
Available for sale securities	\$ 4,405	4,405	-	-
	<u>\$ 56,553</u>	<u>\$ 38,685</u>	<u>\$ 17,868</u>	<u>\$ -</u>

As described in Note 6, the Company allocated the aggregate repurchase payment of convertible senior debt instruments between the associated liability and equity components of the repurchased convertible senior debt instruments based on a nonrecurring fair value measurement of the convertible senior debt instruments immediately prior to the repurchase. The nonrecurring fair value measurement is considered a Level 3 measurement. See Note 6 for further information on the measurement and input.

The Company maintains non-qualified trusts, referred to as “rabbi” trusts, to fund payments under deferred compensation and non-qualified pension plans. Rabbi trust assets consist primarily of marketable securities, classified as available-for-sale and company-owned life insurance assets. The marketable securities held in the rabbi trusts are valued using quoted market prices on the last business day of the period. The company-owned life insurance assets are valued in consultation with the Company’s insurance brokers using the value of underlying assets of the insurance contracts. The fair value measurement of the marketable securities held in the rabbi trust is considered a Level 1 measurement and the measurement of the company-owned life insurance assets is considered a Level 2 measurement within the fair value hierarchy.

The Company holds investments in equity securities that are intended to fund a portion of its pension and other postretirement benefit obligations outside of the United States. The investments are valued based on quoted market prices on the last business day of the period. The fair value measurement of the investments is considered a Level 1 measurement within the fair value hierarchy.

The fair value of the long-term debt, excluding the derivative liabilities and deferred financing costs, at July 4, 2020 and December 31, 2019 is approximately \$497,600 and \$632,200, respectively, compared to its carrying value, excluding the derivative liabilities and deferred financing costs, of \$452,355 and \$515,931, respectively. The Company estimates the fair value of its long-term debt using a combination of quoted market prices for similar financing arrangements and expected future payments discounted at risk-adjusted rates, which are considered Level 2 inputs.

At July 4, 2020 and December 31, 2019, the Company's short-term investments were comprised of time deposits with financial institutions that have maturities that exceed 90 days from the date of acquisition; however they all mature within one year from the respective balance sheet dates. The Company's short-term investments are accounted for as held-to-maturity debt instruments, at amortized cost, which approximates their fair value. The investments are funded with excess cash not expected to be needed for operations prior to maturity; therefore, the Company believes it has the intent and ability to hold the short-term investments until maturity. At each reporting date, the Company performs an evaluation to determine if any unrealized losses are other-than-temporary. No other-than-temporary impairments have been recognized on these securities, and there are no unrecognized holding gains or losses for these securities during the periods presented. There have been no transfers to or from the held-to-maturity classification. All decreases in the account balance are due to returns of principal at the securities' maturity dates. Interest on the securities is recognized as interest income when earned.

At July 4, 2020 and December 31, 2019, the Company's cash and cash equivalents were comprised of demand deposits, time deposits with maturities of three months or less when purchased, and money market funds. The Company estimates the fair value of its cash, cash equivalents, and short-term investments using level 2 inputs. Based on the current interest rates for similar investments with comparable credit risk and time to maturity, the fair value of the Company's cash, cash equivalents, and held-to-maturity short-term investments approximate the carrying amounts reported in the consolidated condensed balance sheets.

The Company's financial instruments also include accounts receivable, short-term notes payable, and accounts payable. The carrying amounts for these financial instruments reported in the consolidated condensed balance sheets approximate their fair values.

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

This Management's Discussion and Analysis ("MD&A") is intended to provide an understanding of Vishay's financial condition, results of operations and cash flows by focusing on changes in certain key measures from period to period. The MD&A should be read in conjunction with our Consolidated Condensed Financial Statements and accompanying Notes included in Item 1. This discussion contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of various factors, including those discussed in our Annual Report on Form 10-K, particularly in Item 1A. "Risk Factors," filed with the Securities and Exchange Commission on February 14, 2020.

Overview

Vishay Intertechnology, Inc. ("Vishay," "we," "us," or "our") is a global manufacturer and supplier of discrete semiconductors and passive components, including power MOSFETs, power integrated circuits, transistors, diodes, optoelectronic components, resistors, capacitors, and inductors. Discrete semiconductors and passive components manufactured by Vishay are used in virtually all types of electronic products, including those in the industrial, computing, automotive, consumer electronic products, telecommunications, power supplies, military/aerospace, and medical industries.

We operate in six product segments: MOSFETs, Diodes, Optoelectronic Components, Resistors, Inductors, and Capacitors. The current six segment alignment reflects a change in reporting structure made during the fourth fiscal quarter of 2019. Results presented herein for the first through third fiscal quarters of 2019 have been recast to separately present Resistors and Inductors.

We are focused on enhancing stockholder value by growing our business and improving earnings per share. Since 1985, we have pursued a business strategy of growth through focused research and development and acquisitions. We plan to continue to grow our business through intensified internal growth supplemented by opportunistic acquisitions, while at the same time maintaining a prudent capital structure. To foster intensified internal growth, we have increased our worldwide R&D and engineering technical staff; we are expanding critical manufacturing capacities; we are increasing our technical field sales force in Asia to increase our market access to the industrial segment and increase the design-in of our products in local markets; and we are directing increased funding and focus on developing products to capitalize on the connectivity, mobility, and sustainability growth drivers of our business. In addition to our growth plan, we also have opportunistically repurchased our stock and, as further described below, reduced dilution risks by repurchasing a portion of our convertible senior debentures.

In 2014, our Board of Directors instituted a quarterly dividend payment program and declared the first cash dividend in the history of Vishay. We have paid dividends each quarter since the first fiscal quarter of 2014, and further increased the quarterly cash dividend to \$0.095 per share in the second fiscal quarter of 2019.

On May 20, 2020, our Board of Directors authorized a program to repurchase up to \$200 million of the outstanding convertible senior notes due 2025 in open market repurchases or through privately negotiated transactions. Such transactions provide us more flexibility to adjust our debt levels if necessary. We repurchased \$75.8 million principal amount of convertible senior notes in the second fiscal quarter of 2020. We also continue to repurchase convertible senior debentures in 2020, further reducing the principal amount of outstanding convertible senior debentures to \$2.9 million.

Our business and operating results have been and will continue to be impacted by worldwide economic conditions. Our revenues are dependent on end markets that are impacted by consumer and industrial demand, and our operating results can be adversely affected by reduced demand in those global markets. The worldwide economy and, specifically, our business have been impacted by the outbreak of the coronavirus ("COVID-19"). The outbreak has significantly impacted the global market, including our customers, suppliers, and shipping partners, which has impacted our net revenues. We have also incurred incremental costs separable from normal operations that are directly attributable to the outbreak and containment efforts, primarily salaries and wages for employees impacted by quarantines and additional safety measures, including masks and temperature scanners, which were partially offset by government subsidies. The net impact of the costs and subsidies are classified as cost of products sold (\$0.9 million and \$4.1 million) and selling, general, and administrative expenses (benefits) (\$(0.7) million and \$(0.4) million) based on employee function on the consolidated condensed statements of operations for the fiscal quarter and six fiscal months ended July 4, 2020, respectively. We exclude from the amounts reported above indirect financial changes from the outbreak of COVID-19 such as general macroeconomic effects and higher shipping costs due to reduced shipping capacity.

We believe the economic impact of the COVID-19 outbreak on Vishay will be temporary. We have significant liquidity to withstand the temporary disruptions in the economic environment. However, we continue to closely monitor our fixed costs, capital expenditure plans, inventory, and capital resources to respond to changing conditions and to ensure we have the management, business processes, and resources to meet our future needs. We will react quickly and professionally to changes in demand to minimize manufacturing inefficiencies and excess inventory build. In the third fiscal quarter of 2019, we announced global cost reduction and management rejuvenation programs as part of our continuous efforts to improve efficiency and operating performance, which we expect to fully implement by the end of 2020. All participants in the program are now identified.

We utilize several financial metrics, including net revenues, gross profit margin, segment operating income, end-of-period backlog, book-to-bill ratio, inventory turnover, change in average selling prices, net cash and short-term investments (debt), and

free cash generation to evaluate the performance and assess the future direction of our business. See further discussion in “Financial Metrics” and “Financial Condition, Liquidity, and Capital Resources” below. The outbreak of COVID-19 has impacted almost all key financial metrics. We experienced a substantial decrease in orders in the second fiscal quarter of 2020, due to plant closures of our customers and the global economic slowdown caused by the COVID-19 outbreak. This decrease in orders negatively impacted almost all key financial metrics.

Net revenues for the fiscal quarter ended July 4, 2020 were \$581.7 million, compared to \$612.8 million and \$685.2 million for the fiscal quarters ended April 4, 2020 and June 29, 2019, respectively. The net earnings attributable to Vishay stockholders for the fiscal quarter ended July 4, 2020 were \$24.7 million, or \$0.17 per diluted share, compared to \$27.2 million, or \$0.19 per diluted share for the fiscal quarter ended April 4, 2020, and \$44.5 million, or \$0.31 per diluted share for the fiscal quarter ended June 29, 2019.

Net revenues for the six fiscal months ended July 4, 2020 were \$1,194.6 million, compared to \$1,430.4 million for the six fiscal months ended June 29, 2019. The net earnings attributable to Vishay stockholders for the six fiscal months ended July 4, 2020 were \$51.9 million, or \$0.36 per diluted share, compared to \$119.9 million, or \$0.83 per diluted share for the six fiscal months ended June 29, 2019.

We define adjusted net earnings as net earnings determined in accordance with GAAP adjusted for various items that management believes are not indicative of the intrinsic operating performance of our business. We define free cash as the cash flows generated from continuing operations less capital expenditures plus net proceeds from the sale of property and equipment. The reconciliations below include certain financial measures which are not recognized in accordance with GAAP, including adjusted net earnings, adjusted earnings per share, and free cash. These non-GAAP measures should not be viewed as alternatives to GAAP measures of performance or liquidity. Non-GAAP measures such as adjusted net earnings, adjusted earnings per share, and free cash do not have uniform definitions. These measures, as calculated by Vishay, may not be comparable to similarly titled measures used by other companies. Management believes that adjusted net earnings and adjusted earnings per share are meaningful because they provide insight with respect to our intrinsic operating results. Management believes that free cash is a meaningful measure of our ability to fund acquisitions, repay debt, and otherwise enhance stockholder value through stock repurchases or dividends.

The items affecting comparability are (*in thousands, except per share amounts*):

	Fiscal quarters ended			Six fiscal months ended	
	July 4, 2020	April 4, 2020	June 29, 2019	July 4, 2020	June 29, 2019
GAAP net earnings attributable to Vishay stockholders	\$ 24,653	\$ 27,219	\$ 44,477	\$ 51,872	\$ 119,936
<u>Reconciling items affecting gross income:</u>					
Impact of COVID-19 outbreak	923	3,130	-	4,053	-
<u>Other reconciling items affecting operating income:</u>					
Restructuring and severance costs	743	-	-	743	-
Impact of COVID-19 outbreak	(747)	317	-	(430)	-
<u>Reconciling items affecting other income (expense):</u>					
Loss on early extinguishment of debt	1,146	2,920	-	4,066	1,307
<u>Reconciling items affecting tax expense:</u>					
Effects of tax-basis foreign exchange gain	\$ -	\$ -	\$ 7,554	\$ -	\$ 7,554
Effects of cash repatriation program	(190)	-	(48)	(190)	(633)
Change in deferred taxes due to early extinguishment of debt	-	(1,346)	-	(1,346)	(1,312)
Tax effects of pre-tax items above	(589)	(1,482)	-	(2,071)	(290)
Adjusted net earnings	<u>\$ 25,939</u>	<u>\$ 30,758</u>	<u>\$ 51,983</u>	<u>\$ 56,697</u>	<u>\$ 126,562</u>
Adjusted weighted average diluted shares outstanding	145,170	145,295	145,023	145,232	145,158
Adjusted earnings per diluted share	\$ 0.18	\$ 0.21	\$ 0.36	\$ 0.39	\$ 0.87

Although the term "free cash" is not defined in GAAP, each of the elements used to calculate free cash for the year-to-date period is presented as a line item on the face of our consolidated condensed statement of cash flows prepared in accordance with GAAP and the quarterly amounts are derived from the year-to-date GAAP statements as of the beginning and end of the respective quarter.

	Fiscal quarters ended			Six fiscal months ended	
	July 4, 2020	April 4, 2020	June 29, 2019	July 4, 2020	June 29, 2019
Net cash provided by continuing operating activities	\$ 90,431	\$ 34,478	\$ 56,301	\$ 124,909	\$ 135,819
Proceeds from sale of property and equipment	177	53	69	230	464
Less: Capital expenditures	(24,504)	(24,328)	(33,781)	(48,832)	(70,148)
Free cash	<u>\$ 66,104</u>	<u>\$ 10,203</u>	<u>\$ 22,589</u>	<u>\$ 76,307</u>	<u>\$ 66,135</u>

Our results for the fiscal quarters ended July 4, 2020 and April 4, 2020 represent the negative impact of the COVID-19 outbreak. Our results for the fiscal quarter June 29, 2019 represent the effects of the normalization of demand that we began to experience in the fourth fiscal quarter of 2018 and accelerated through 2019 as supply, in general, caught up with demand, and customers, particularly distributors, significantly reduced their orders as they decreased their inventory. Our percentage of euro-based sales approximates our percentage of euro-based expenses so the foreign currency impact on revenues was substantially offset by the impact on expenses. Our pre-tax results were consistent with expectations based on our business model.

Our free cash results were significantly impacted by the payment of cash taxes related to the cash repatriated to the U.S. in the second fiscal quarters of 2020 and 2019 of \$16.3 million and \$20.5 million, respectively, and the installment payment of the U.S. transition tax of \$14.8 million in the second fiscal quarter of 2019. The 2020 installment payment of the U.S. transition tax was paid in July 2020, as permitted by the special payment relief granted by the Internal Revenue Service to all businesses in response to the COVID-19 outbreak.

Financial Metrics

We utilize several financial metrics to evaluate the performance and assess the future direction of our business. These key financial measures and metrics include net revenues, gross profit margin, operating margin, segment operating income, end-of-period backlog, and the book-to-bill ratio. We also monitor changes in inventory turnover and our or publicly available average selling prices (“ASP”).

Gross profit margin is computed as gross profit as a percentage of net revenues. Gross profit is generally net revenues less costs of products sold, but also deducts certain other period costs, particularly losses on purchase commitments and inventory write-downs. Losses on purchase commitments and inventory write-downs have the impact of reducing gross profit margin in the period of the charge, but result in improved gross profit margins in subsequent periods by reducing costs of products sold as inventory is used. Gross profit margin is clearly a function of net revenues, but also reflects our cost management programs and our ability to contain fixed costs.

Operating margin is computed as gross profit less operating expenses as a percentage of net revenues. We evaluate business segment performance on segment operating margin. Only dedicated, direct selling, general, and administrative expenses of the segments are included in the calculation of segment operating income. Segment operating margin is computed as operating income less items such as restructuring and severance costs, asset write-downs, goodwill and indefinite-lived intangible asset impairments, inventory write-downs, gains or losses on purchase commitments, global operations, sales and marketing, information systems, finance and administrative groups, and other items, expressed as a percentage of net revenues. We believe that evaluating segment performance excluding such items is meaningful because it provides insight with respect to intrinsic operating results of the segment. Operating margin is clearly a function of net revenues, but also reflects our cost management programs and our ability to contain fixed costs.

End-of-period backlog is one indicator of future revenues. We include in our backlog only open orders that we expect to ship in the next twelve months. If demand falls below customers’ forecasts, or if customers do not control their inventory effectively, they may cancel or reschedule the shipments that are included in our backlog, in many instances without the payment of any penalty. Therefore, the backlog is not necessarily indicative of the results to be expected for future periods.

An important indicator of demand in our industry is the book-to-bill ratio, which is the ratio of the amount of product ordered during a period as compared with the product that we ship during that period. A book-to-bill ratio that is greater than one indicates that our backlog is building and that we are likely to see increasing revenues in future periods. Conversely, a book-to-bill ratio that is less than one is an indicator of declining demand and may foretell declining revenues.

We focus on our inventory turnover as a measure of how well we are managing our inventory. We define inventory turnover for a financial reporting period as our costs of products sold for the four fiscal quarters ending on the last day of the reporting period divided by our average inventory (computed using each fiscal quarter-end balance) for this same period. A higher level of inventory turnover reflects more efficient use of our capital.

Pricing in our industry can be volatile. Using our and publicly available data, we analyze trends and changes in average selling prices to evaluate likely future pricing. We attempt to offset deterioration in the average selling prices of established products with ongoing cost reduction activities and new product introductions. Our specialty passive components are more resistant to average selling price erosion. All pricing is subject to governing market conditions and is independently set by us.

The quarter-to-quarter trends in these financial metrics can also be an important indicator of the likely direction of our business. The following table shows net revenues, gross profit margin, operating margin, end-of-period backlog, book-to-bill ratio, inventory turnover, and changes in ASP for our business as a whole during the five fiscal quarters beginning with the second fiscal quarter of 2019 through the second fiscal quarter of 2020 (*dollars in thousands*):

	<u>2nd Quarter 2019</u>	<u>3rd Quarter 2019</u>	<u>4th Quarter 2019</u>	<u>1st Quarter 2020</u>	<u>2nd Quarter 2020</u>
Net revenues	\$ 685,240	\$ 628,329	\$ 609,577	\$ 612,841	\$ 581,717
Gross profit margin ⁽¹⁾	25.5%	23.9%	22.2%	24.0%	22.5%
Operating margin ⁽²⁾	11.6%	8.1%	4.0%	7.7%	7.0%
End-of-period backlog	\$ 1,126,700	\$ 935,400	\$ 911,300	\$ 1,005,200	\$ 914,300
Book-to-bill ratio	0.69	0.72	0.94	1.17	0.82
Inventory turnover	4.3	4.1	4.3	4.2	3.9
Change in ASP vs. prior quarter	(0.9)%	(1.1)%	(0.8)%	(1.1)%	0.1%

(1) Gross margin for the first and second fiscal quarters of 2020 includes \$3.1 million and \$0.9 million, respectively, of expenses directly related to the COVID-19 outbreak (see Note 2 to our consolidated condensed financial statements).

(2) Operating margin for the third and fourth fiscal quarters of 2019 and second fiscal quarter of 2020 includes \$7.3 million, \$16.9 million, and \$0.7 million, respectively, of restructuring and severance expenses (see Note 4 to our consolidated condensed financial statements). Operating margin for the first and second fiscal quarters of 2020 also includes in total \$3.4 million and \$0.2 million, respectively, of expenses directly related to the COVID-19 outbreak (see Note 2 to our consolidated condensed financial statements).

See “Financial Metrics by Segment” below for net revenues, book-to-bill ratio, and gross profit margin broken out by segment.

Revenues decreased versus the prior fiscal quarter and the second fiscal quarter of 2019. Revenues and orders were impacted by plant closures of our customers and the global economic slowdown caused by the COVID-19 outbreak. The decreased orders decreased the book-to-bill ratio and the backlog. Despite the decrease in revenues and orders, there is low pressure on average selling prices.

Gross profit margin decreased versus the prior fiscal quarter and prior year periods. The decreases are primarily volume-driven.

The book-to-bill ratio in the second fiscal quarter of 2020 decreased to 0.82 versus 1.17 in the first fiscal quarter of 2020. The book-to-bill ratios in the second fiscal quarter of 2020 for distributors and original equipment manufacturers (“OEM”) were 0.75 and 0.93, respectively, versus ratios of 1.30 and 1.04, respectively, during the first fiscal quarter of 2020.

For the third fiscal quarter of 2020, we anticipate revenues between \$580 million and \$620 million at a gross margin of 22.8% plus/minus 70 basis points, assuming a USD/EUR exchange rate of 0.87.

Financial Metrics by Segment

The following table shows net revenues, book-to-bill ratio, gross profit margin, and segment operating margin broken out by segment for the five fiscal quarters beginning with the second fiscal quarter of 2019 through the second fiscal quarter of 2020 (*dollars in thousands*):

	<u>2nd Quarter 2019</u>	<u>3rd Quarter 2019</u>	<u>4th Quarter 2019</u>	<u>1st Quarter 2020</u>	<u>2nd Quarter 2020</u>
<u>MOSFETs</u>					
Net revenues	\$ 128,842	\$ 126,747	\$ 116,215	\$ 116,893	\$ 118,944
Book-to-bill ratio	0.54	0.54	0.94	1.12	0.97
Gross profit margin	24.8%	24.1%	23.7%	24.1%	22.7%
Segment operating margin	17.5%	16.6%	16.1%	16.0%	14.8%
<u>Diodes</u>					
Net revenues	\$ 142,042	\$ 123,879	\$ 123,382	\$ 115,343	\$ 124,187
Book-to-bill ratio	0.52	0.57	0.88	1.36	0.61
Gross profit margin	20.3%	17.1%	16.3%	16.9%	20.1%
Segment operating margin	16.9%	13.3%	12.6%	12.5%	16.0%
<u>Optoelectronic Components</u>					
Net revenues	\$ 60,675	\$ 50,702	\$ 51,047	\$ 54,179	\$ 49,130
Book-to-bill ratio	0.70	0.86	1.11	1.40	0.96
Gross profit margin	26.8%	21.5%	20.2%	26.9%	23.9%
Segment operating margin	19.8%	13.7%	12.7%	19.7%	16.2%
<u>Resistors</u>					
Net revenues	\$ 165,359	\$ 155,119	\$ 147,883	\$ 159,208	\$ 140,412
Book-to-bill ratio	0.81	0.82	0.95	1.05	0.73
Gross profit margin	28.3%	27.4%	23.5%	28.1%	23.2%
Segment operating margin	25.2%	23.8%	19.0%	24.4%	19.9%
<u>Inductors</u>					
Net revenues	\$ 77,024	\$ 73,458	\$ 76,520	\$ 73,785	\$ 65,185
Book-to-bill ratio	1.01	0.95	1.05	0.98	0.96
Gross profit margin	31.9%	31.9%	33.5%	31.2%	31.1%
Segment operating margin	28.3%	28.3%	30.3%	27.5%	27.2%
<u>Capacitors</u>					
Net revenues	\$ 111,298	\$ 98,424	\$ 94,530	\$ 93,433	\$ 83,859
Book-to-bill ratio	0.68	0.76	0.84	1.20	0.90
Gross profit margin	23.5%	22.0%	17.9%	21.8%	18.1%
Segment operating margin	19.0%	16.9%	12.3%	16.1%	12.5%

Cost Management

We place a strong emphasis on controlling our costs, and use various measures and metrics to evaluate our cost structure.

We define variable costs as expenses that vary with respect to quantity produced. Fixed costs do not vary with respect to quantity produced over the relevant time period. Contributive margin is calculated as net revenue less variable costs. It may be expressed in dollars or as a percentage of net revenue. Management uses this measure to determine the amount of profit to be expected for any change in revenues. While these measures are typical cost accounting measures, none of these measures are recognized in accordance with GAAP. The classification of expenses as either variable or fixed is judgmental and other companies might classify such expenses differently. These measures, as calculated by Vishay, may not be comparable to similarly titled measures used by other companies.

We closely monitor variable costs and seek to achieve the contributive margin in our business model. Over a period of many years, we have generally maintained a contributive margin of between 45% - 47% of revenues. The erosion of average selling prices, particularly of our semiconductor products, that is typical of our industry and inflation negatively impact contributive margin and drive us to continually seek ways to reduce our variable costs. Our variable cost reduction efforts include increasing the efficiency in our production facilities by expending capital for automation, reducing materials costs, materials substitution, increasing wafer size and shrinking dies to maximize efficiency in our semiconductor production processes, and other yield improvement activities.

Our cost management strategy also includes a focus on controlling fixed costs recorded as costs of products sold or selling, general, and administrative expenses and maintaining our break-even point (adjusted for acquisitions). We seek to limit increases in selling, general, and administrative expenses to the rate of inflation, excluding foreign currency exchange effects and substantially independent of sales volume changes. At constant fixed costs, we would expect each \$1 million increase in revenues to increase our operating income by approximately \$450,000 to \$470,000. Sudden changes in the business conditions, such as the current COVID-19 situation, may not allow us to quickly adapt our manufacturing capacity and cost structure.

Occasionally, our ongoing cost containment activities are not adequate and we must take actions to maintain our cost competitiveness. We incurred significant restructuring expenses in our past to reduce our cost structure. Historically, our primary cost reduction technique was through the transfer of production to the extent possible from high-labor-cost countries to lower-labor-cost countries. We believe that our manufacturing footprint is suitable to serve our customers and end markets, while maintaining lower manufacturing costs. Since 2013, our cost reduction programs have primarily focused on reducing fixed costs, including selling, general, and administrative expenses.

We continue to monitor the economic environment and its potential effects on our customers and the end markets that we serve, especially in light of the ongoing COVID-19 situation.

In the third fiscal quarter of 2019, we announced global cost reduction and management rejuvenation programs as part of our continuous efforts to improve efficiency and operating performance. We incurred restructuring expense of \$24.9 million since the inception of the programs. We incurred \$0.7 million of restructuring expenses during the six fiscal months ended July 4, 2020.

The programs are primarily designed to reduce manufacturing fixed costs and selling, general, and administrative ("SG&A") costs company-wide, and provide management rejuvenation. The programs in total are expected to lower costs by approximately \$15 million annually when fully implemented, of which approximately 50% is expected to be realized as reduced manufacturing fixed costs and 50% is expected to be realized as reduced SG&A expenses. The implementation of these programs will not impact planned research and development activities. All individuals have been identified and such expected costs have been accrued.

We first solicited volunteers to accept a voluntary separation / early retirement offer, which was generally successful. The voluntary separation benefits vary by country and job classification, but generally offer a cash loyalty bonus. A limited number of involuntary terminations were necessary to achieve the cost reduction targets. All participants in the program are now identified. We expect these cost reductions to be fully achieved by December 2020.

No manufacturing facility closures are currently expected pursuant to these programs. Except for these programs, we do not anticipate any other material restructuring activities in 2020. However, a continued sluggish business environment for the electronics industry, a prolonged impact of the COVID-19 outbreak, or a significant economic downturn may require us to implement additional restructuring initiatives.

In uncertain times, we focus on managing our production capacities in accordance with customer requirements, and maintain discipline in terms of our fixed costs and capital expenditures. Even as we seek to manage our costs, we remain cognizant of the future requirements of our demanding markets. We continue to pursue our growth plans through investing in capacities for strategic product lines, and through increasing our resources for R&D, technical marketing, and field application engineering; supplemented by opportunistic acquisitions of specialty businesses.

Our long-term strategy includes growth through the integration of acquired businesses, and GAAP requires plant closure and employee termination costs that we incur in connection with our acquisition activities to be recorded as expenses in our consolidated statement of operations, as such expenses are incurred. We have not incurred any material plant closure or employee termination costs related to any of the businesses acquired since 2011, but we expect to have some level of future restructuring expenses due to acquisitions.

Foreign Currency Translation

We are exposed to foreign currency exchange rate risks, particularly due to transactions in currencies other than the functional currencies of certain subsidiaries. We occasionally use forward exchange contracts to economically hedge a portion of these exposures.

GAAP requires that we identify the “functional currency” of each of our subsidiaries and measure all elements of the financial statements in that functional currency. A subsidiary’s functional currency is the currency of the primary economic environment in which it operates. In cases where a subsidiary is relatively self-contained within a particular country, the local currency is generally deemed to be the functional currency. However, a foreign subsidiary that is a direct and integral component or extension of the parent company’s operations generally would have the parent company’s currency as its functional currency. We have both situations among our subsidiaries.

Foreign Subsidiaries which use the Local Currency as the Functional Currency

We finance our operations in Europe and certain locations in Asia in local currencies, and accordingly, these subsidiaries utilize the local currency as their functional currency. For those subsidiaries where the local currency is the functional currency, assets and liabilities in the consolidated condensed balance sheets have been translated at the rate of exchange as of the balance sheet date. Translation adjustments do not impact the results of operations and are reported as a separate component of stockholders’ equity.

For those subsidiaries where the local currency is the functional currency, revenues and expenses incurred in the local currency are translated at the average exchange rate for the year. While the translation of revenues and expenses incurred in the local currency into U.S. dollars does not directly impact the statements of operations, the translation effectively increases or decreases the U.S. dollar equivalent of revenues generated and expenses incurred in those foreign currencies. The dollar generally was slightly stronger during the second fiscal quarter and first six fiscal months of 2020 compared to the prior fiscal quarter and prior year periods, with the translation of foreign currency revenues and expenses into U.S. dollars slightly decreasing reported revenues and expenses versus the prior fiscal quarter and prior year periods.

Foreign Subsidiaries which use the U.S. Dollar as the Functional Currency

Our operations in Israel and most significant locations in Asia are largely financed in U.S. dollars, and accordingly, these subsidiaries utilize the U.S. dollar as their functional currency. For those foreign subsidiaries where the U.S. dollar is the functional currency, all foreign currency financial statement amounts are remeasured into U.S. dollars. Exchange gains and losses arising from remeasurement of foreign currency-denominated monetary assets and liabilities are included in the results of operations. While these subsidiaries transact most business in U.S. dollars, they may have significant costs, particularly payroll-related, which are incurred in the local currency. The cost of products sold for the second fiscal quarter and first six fiscal months of 2020 have been slightly favorably impacted compared to the prior fiscal quarter and prior year periods by local currency transactions of subsidiaries which use the U.S. dollar as their functional currency.

Results of Operations

Statements of operations' captions as a percentage of net revenues and the effective tax rates were as follows:

	Fiscal quarters ended			Six fiscal months ended	
	July 4, 2020	April 4, 2020	June 29, 2019	July 4, 2020	June 29, 2019
Cost of products sold	77.5%	76.0%	74.5%	76.7%	73.0%
Gross profit	22.5%	24.0%	25.5%	23.3%	27.0%
Selling, general & administrative expenses	15.3%	16.3%	13.9%	15.8%	13.9%
Operating income	7.0%	7.7%	11.6%	7.4%	13.1%
Income before taxes and noncontrolling interest	5.1%	5.9%	10.3%	5.5%	11.9%
Net earnings attributable to Vishay stockholders	4.2%	4.4%	6.5%	4.3%	8.4%
Effective tax rate	16.3%	24.2%	36.9%	20.6%	29.5%

Net Revenues

Net revenues were as follows (*dollars in thousands*):

	Fiscal quarters ended			Six fiscal months ended	
	July 4, 2020	April 4, 2020	June 29, 2019	July 4, 2020	June 29, 2019
Net revenues	\$ 581,717	\$ 612,841	\$ 685,240	\$ 1,194,558	\$ 1,430,399

The change in net revenues versus the comparable prior periods was as follows (*dollars in thousands*):

	Fiscal quarter ended July 4, 2020		Six fiscal months ended July 4, 2020	
	Change in net revenues	% change	Change in net revenues	% change
April 4, 2020	\$ (31,124)	-5.1%		
June 29, 2019	\$ (103,523)	-15.1%	\$ (235,841)	-16.5%

Changes in net revenues were attributable to the following:

	vs. Prior Quarter	vs. Prior Year Quarter	vs. Prior Year-to- Date
Change attributable to:			
Decrease in volume	-5.2%	-12.7%	-13.9%
Change in average selling prices	0.1%	-2.7%	-2.8%
Foreign currency effects	0.0%	-0.5%	-0.7%
Other	0.0%	0.8%	0.9%
Net change	<u>-5.1%</u>	<u>-15.1%</u>	<u>-16.5%</u>

Net revenues for the fiscal quarter and six fiscal months ended July 4, 2020 have been negatively impacted by the COVID-19 outbreak. The impact of COVID-19 in 2020 and the declining order rates experienced through 2019 result in decreased net revenues compared to the fiscal quarter and six fiscal months ended June 29, 2019.

Gross Profit and Margins

Gross profit margins for the fiscal quarter ended July 4, 2020 were 22.5%, versus 24.0% and 25.5%, for the comparable prior quarter and prior year period, respectively. Gross profit margins for the six fiscal months ended July 4, 2020 were 23.3%, versus 27.0% for the comparable prior year period. The decrease versus the prior fiscal quarter and prior year periods is primarily due to decreased sales volume. We were able to offset the negative impacts of inflation and average selling price decline and maintain our contributive margin.

Segments

Analysis of revenues and gross profit margins for our segments is provided below.

MOSFETs

Net revenues and gross profit margin of the MOSFETs segment were as follows (*dollars in thousands*):

	Fiscal quarters ended			Six fiscal months ended	
	July 4, 2020	April 4, 2020	June 29, 2019	July 4, 2020	June 29, 2019
Net revenues	\$ 118,944	\$ 116,893	\$ 128,842	\$ 235,837	\$ 266,183
Gross profit margin	22.7%	24.1%	24.8%	23.4%	25.5%

The change in net revenues versus the comparable prior periods was as follows (*dollars in thousands*):

	Fiscal quarter ended July 4, 2020		Six fiscal months ended July 4, 2020	
	Change in net revenues	% change	Change in net revenues	% change
April 4, 2020	\$ 2,051	1.8%		
June 29, 2019	\$ (9,898)	-7.7%	\$ (30,346)	-11.4%

Changes in MOSFETs segment net revenues were attributable to the following:

	vs. Prior Quarter	vs. Prior Year Quarter	vs. Prior Year-to-Date
Change attributable to:			
Change in volume	3.0%	-1.6%	-5.8%
Decrease in average selling prices	-1.3%	-6.0%	-5.9%
Foreign currency effects	0.0%	-0.3%	-0.4%
Other	0.1%	0.2%	0.7%
Net change	1.8%	-7.7%	-11.4%

The MOSFETs segment net revenues increased slightly versus the prior fiscal quarter, but decreased significantly versus the prior year periods. The slight increase versus the prior fiscal quarter was the net result from a significant increase in revenues from distribution customers, which was almost fully offset by a significant decrease in revenues from automotive customers in the Europe and Americas regions. The increased revenue from distribution customers is partially attributable to the re-opening of our main manufacturing facility in China after its temporary closure in the prior fiscal quarter due to the COVID-19 outbreak. The decrease versus the prior year periods was experienced in all regions and sales channels with the exception of customers of our IC products in Asia, which increased significantly.

Gross profit margin decreased versus the prior fiscal quarter and the prior year periods. The decrease versus the prior fiscal quarter is primarily due to lower average selling prices, cost inflation, and lower production levels, partially offset by cost reduction measures. The decrease versus the prior year periods is primarily due to lower volume and lower average selling prices, partially offset by cost reduction measures.

We experienced a slight decrease in average selling prices versus the prior fiscal quarter. The reduced customer demand versus the prior year periods increased pricing pressure and resulted in significant decreases in average selling prices.

We continue to invest to expand mid- and long-term manufacturing capacity for strategic product lines.

Diodes

Net revenues and gross profit margin of the Diodes segment were as follows (*dollars in thousands*):

	Fiscal quarters ended			Six fiscal months ended	
	July 4, 2020	April 4, 2020	June 29, 2019	July 4, 2020	June 29, 2019
Net revenues	\$ 124,187	\$ 115,343	\$ 142,042	\$ 239,530	\$ 309,882
Gross profit margin	20.1%	16.9%	20.3%	18.5%	23.3%

The change in net revenues versus the comparable prior periods was as follows (*dollars in thousands*):

	Fiscal quarter ended July 4, 2020		Six fiscal months ended July 4, 2020	
	Change in net revenues	% change	Change in net revenues	% change
April 4, 2020	\$ 8,844	7.7%		
June 29, 2019	\$ (17,855)	-12.6%	\$ (70,352)	-22.7%

Changes in Diodes segment net revenues were attributable to the following:

	vs. Prior Quarter	vs. Prior Year Quarter	vs. Prior Year-to-Date
Change attributable to:			
Change in volume	6.5%	-8.9%	-19.3%
Change in average selling prices	0.9%	-3.9%	-4.7%
Foreign currency effects	-0.1%	-0.4%	-0.5%
Other	0.4%	0.6%	1.8%
Net change	7.7%	-12.6%	-22.7%

Net revenues of the Diodes segment increased significantly versus the prior fiscal quarter, but decreased significantly versus the prior year periods. The increase versus the prior fiscal quarter was the net result from a significant increase in revenue from distribution customers, partially offset by a significant decrease in revenue from the Europe and Americas regions. The increased revenue from distribution customers is partially attributable to the re-opening of our main manufacturing facility in China after its temporary closure in the prior fiscal quarter due to the COVID-19 outbreak. The decrease versus the prior year quarter was the net result from a significant decrease in revenues from all end customers except distribution customers in the Asia and Europe regions, which increased significantly. The more significant decrease versus the prior year-to-date period was experienced in all regions and sales channels.

Gross profit margin increased versus the prior fiscal quarter, but decreased versus the prior year periods. The increase versus the prior fiscal quarter was primarily due to increased sales volume, higher average selling prices, and a change in the impact of U.S. tariffs on goods imported from China. The decrease versus the prior year quarter was the net result from lower average selling prices, decreased sales volume, and cost inflation, almost fully offset by lower U.S. tariffs duties and cost reduction measures. The decrease versus the prior year-to-date period was the net result from decreased sales volume, lower average selling prices, and cost inflation, partially offset by lower U.S. tariffs duties and cost reduction measures.

Average selling prices increased slightly versus the prior fiscal quarter and decreased moderately versus the prior year periods. A more favorable product mix versus the unfavorable product mix in the prior fiscal quarter partially due to the COVID-19 supply situation contributed to the increase in average selling prices versus the prior fiscal quarter.

Optoelectronic Components

Net revenues and gross profit margin of the Optoelectronic Components segment were as follows (*dollars in thousands*):

	Fiscal quarters ended			Six fiscal months ended	
	July 4, 2020	April 4, 2020	June 29, 2019	July 4, 2020	June 29, 2019
Net revenues	\$ 49,130	\$ 54,179	\$ 60,675	\$ 103,309	\$ 121,237
Gross profit margin	23.9%	26.9%	26.8%	25.5%	26.6%

The change in net revenues versus the comparable prior periods was as follows (*dollars in thousands*):

	Fiscal quarter ended July 4, 2020		Six fiscal months ended July 4, 2020	
	Change in net revenues	% change	Change in net revenues	% change
April 4, 2020	\$ (5,049)	-9.3%		
June 29, 2019	\$ (11,545)	-19.0%	\$ (17,928)	-14.8%

Changes in Optoelectronic Components segment net revenues were attributable to the following:

	vs. Prior Quarter	vs. Prior Year Quarter	vs. Prior Year-to- Date
Change attributable to:			
Decrease in volume	-9.2%	-17.3%	-12.6%
Decrease in average selling prices	-0.3%	-2.1%	-2.2%
Foreign currency effects	0.2%	-0.3%	-0.7%
Other	0.0%	0.7%	0.7%
Net change	<u>-9.3%</u>	<u>-19.0%</u>	<u>-14.8%</u>

Net revenues of our Optoelectronic Components segment decreased significantly versus the prior fiscal quarter and the prior year periods. The second fiscal quarter of 2020 was significantly impacted by government regulations in the Philippines and Malaysia due to the COVID-19 outbreak, which temporarily caused significant capacity loss of our main manufacturing facilities in these countries. This resulted in significant revenue decreases in all regions and sales channels with the exception of Asian distributors, which increased significantly.

Gross profit margin decreased versus the prior fiscal quarter and the prior year periods. The decreases were the net result from decreased sales volume, lower average selling prices, and cost inflation, partially offset by cost reduction measures and an increase in inventory.

Average selling prices decreased slightly versus the prior fiscal quarter and prior year periods.

Resistors

Net revenues and gross profit margins of the Resistors segment were as follows (*dollars in thousands*):

	Fiscal quarters ended			Six fiscal months ended	
	July 4, 2020	April 4, 2020	June 29, 2019	July 4, 2020	June 29, 2019
Net revenues	\$ 140,412	\$ 159,208	\$ 165,359	\$ 299,620	\$ 354,190
Gross profit margin	23.2%	28.1%	28.3%	25.8%	30.9%

The change in net revenues versus the comparable prior periods was as follows (*dollars in thousands*):

	Fiscal quarter ended July 4, 2020		Six fiscal months ended July 4, 2020	
	Change in net revenues	% change	Change in net revenues	% change
April 4, 2020	\$ (18,796)	-11.8%		
June 29, 2019	\$ (24,947)	-15.1%	\$ (54,570)	-15.4%

Changes in Resistors segment net revenues were attributable to the following:

	vs. Prior Quarter	vs. Prior Year Quarter	vs. Prior Year-to- Date
Change attributable to:			
Change in volume	-14.8%	-15.9%	-13.8%
Decrease in average selling prices	0.0%	-2.1%	-1.5%
Foreign currency effects	0.0%	-0.7%	-1.0%
Other	3.0%	3.6%	0.9%
Net change	<u>-11.8%</u>	<u>-15.1%</u>	<u>-15.4%</u>

Net revenues of the Resistors segment decreased significantly versus the prior fiscal quarter and prior year periods. The decrease versus the prior fiscal quarter and prior year periods is primarily attributable to the Europe and Americas regions and industrial and automotive customers. Distributor customers also contributed to the decrease versus the prior year periods.

The gross profit margin decreased versus the prior fiscal quarter and the prior year periods. The decrease versus the prior fiscal quarter is primarily due to decreased sales volume, higher shipping costs, and inventory reductions. The decrease versus the prior year periods is due to decreased sales volume, decreased average selling prices, labor and materials cost increases, and negative impact of exchange rates. Fixed cost reductions partially offset the decreases versus the prior fiscal quarter and prior year periods.

Average selling prices decreased slightly versus the prior year periods.

Inductors

Net revenues and gross profit margins of the Inductors segment were as follows (*dollars in thousands*):

	Fiscal quarters ended			Six fiscal months ended	
	July 4, 2020	April 4, 2020	June 29, 2019	July 4, 2020	June 29, 2019
Net revenues	\$ 65,185	\$ 73,785	\$ 77,024	\$ 138,970	\$ 148,664
Gross profit margin	31.1%	31.2%	31.9%	31.1%	32.2%

The change in net revenues versus the comparable prior periods was as follows (*dollars in thousands*):

	Fiscal quarters ended		Six fiscal months ended	
	July 4, 2020		July 4, 2020	
	Change in net revenues	% change	Change in net revenues	% change
April 4, 2020	\$ (8,600)	-11.7%		
June 29, 2019	\$ (11,839)	-15.4%	\$ (9,694)	-6.5%

Changes in Inductors segment net revenues were attributable to the following:

	vs. Prior Quarter	vs. Prior Year Quarter	vs. Prior Year-to-Date
Change attributable to:			
Decrease in volume	-12.5%	-14.9%	-4.7%
Change in average selling prices	1.2%	-0.5%	-1.7%
Foreign currency effects	0.0%	-0.1%	-0.3%
Other	-0.4%	0.1%	0.2%
Net change	<u>-11.7%</u>	<u>-15.4%</u>	<u>-6.5%</u>

Net revenues of the Inductors segment decreased significantly versus the prior fiscal quarter and prior year periods. The decrease versus the prior fiscal quarter and prior year periods is primarily due to the Europe and Americas regions and automotive and medical customers.

The gross profit margin decreased versus the prior fiscal quarter and the prior year periods. The decreases are primarily due to lower sales volume, partially offset by cost savings.

Average selling prices increased versus the prior fiscal quarter, but decreased versus the prior year periods.

We expect long-term growth in this segment, and are positioned to capitalize on future market upturns.

Capacitors

Net revenues and gross profit margin of the Capacitors segment were as follows (*dollars in thousands*):

	Fiscal quarters ended			Six fiscal months ended	
	July 4, 2020	April 4, 2020	June 29, 2019	July 4, 2020	June 29, 2019
Net revenues	\$ 83,859	\$ 93,433	\$ 111,298	\$ 177,292	\$ 230,243
Gross profit margin	18.1%	21.8%	23.5%	20.1%	24.3%

The change in net revenues versus the comparable prior periods was as follows (*dollars in thousands*):

	Fiscal quarter ended July 4, 2020		Six fiscal months ended July 4, 2020	
	Change in net revenues	% change	Change in net revenues	% change
April 4, 2020	\$ (9,574)	-10.2%		
June 29, 2019	\$ (27,439)	-24.7%	\$ (52,951)	-23.0%

Changes in Capacitors segment net revenues were attributable to the following:

	vs. Prior Quarter	vs. Prior Year Quarter	vs. Prior Year-to- Date
Change attributable to:			
Decrease in volume	-10.6%	-24.8%	-22.9%
Increase in average selling prices	0.1%	0.8%	1.0%
Foreign currency effects	-0.2%	-0.6%	-0.9%
Other	0.5%	-0.1%	-0.2%
Net change	<u>-10.2%</u>	<u>-24.7%</u>	<u>-23.0%</u>

Net revenues of the Capacitors segment decreased significantly versus the prior fiscal quarter and prior year periods. Net revenues decreased versus the prior fiscal quarter primarily in the Europe and Americas regions and industrial and automotive customers. The decrease in net revenues versus the prior year periods is due to all regions and primarily distributor, automotive, and industrial customers.

The gross profit margin decreased versus the prior fiscal quarter and prior year periods. The decreases are primarily due to lower sales volume, partially offset by cost savings and increased selling prices. Higher shipping costs also contributed to the decrease versus the prior year periods.

Despite the significantly lower sales volume, average selling prices increased slightly versus the prior fiscal quarter and prior year periods primarily due to increased prices for certain materials that were passed through to our customers.

Selling, General, and Administrative Expenses

Selling, general, and administrative (“SG&A”) expenses are summarized as follows (*dollars in thousands*):

	Fiscal quarters ended			Six fiscal months ended	
	July 4, 2020	April 4, 2020	June 29, 2019	July 4, 2020	June 29, 2019
Total SG&A expenses	\$ 89,127	\$ 99,832	\$ 95,112	\$ 188,959	\$ 198,536
as a percentage of revenues	15.3%	16.3%	13.9%	15.8%	13.9%

SG&A expenses for the fiscal quarters ended July 4, 2020 and April 4, 2020 include \$(0.7) million and \$0.3 million, respectively of incremental net costs (benefits) separable from normal operations directly attributable to the COVID-19 outbreak. SG&A expenses decreased versus the prior fiscal quarter primarily due to reduced incentive compensation, COVID-19 subsidies received, and reduced travel and other discretionary spending due to the COVID-19 outbreak.

Other Income (Expense)

Interest expense for the fiscal quarter ended July 4, 2020 decreased \$0.1 million versus the fiscal quarter ended April 4, 2020, but increased \$0.2 million versus the fiscal quarter ended June 29, 2019. Interest expense for the six fiscal months ended July 4, 2020 increased by \$0.4 million versus the six fiscal months ended June 29, 2019. The decrease versus the fiscal quarter ended April 4, 2020 is primarily due to the lower interest rate environment due to the COVID-19 outbreak and repurchases of convertible senior notes. The increase versus the prior year periods are primarily due to borrowings on the revolving credit facility, partially offset by reduced interest expense on the convertible senior debentures as a result of repurchases in 2019 and 2020.

The following tables analyze the components of the line “Other” on the consolidated condensed statements of operations (*in thousands*):

	Fiscal quarters ended		
	July 4, 2020	June 29, 2019	Change
Foreign exchange gain (loss)	\$ (1,183)	\$ (481)	\$ (702)
Interest income	956	2,147	(1,191)
Other components of net periodic pension expense	(3,063)	(3,367)	304
Investment income (expense)	1,806	1,399	407
Other	-	(95)	95
	<u>\$ (1,484)</u>	<u>\$ (397)</u>	<u>\$ (1,087)</u>

	Fiscal quarters ended		
	July 4, 2020	April 4, 2020	Change
Foreign exchange gain (loss)	\$ (1,183)	\$ 1,864	\$ (3,047)
Interest income	956	1,854	(898)
Other components of net periodic pension expense	(3,063)	(3,068)	5
Investment income (expense)	1,806	(437)	2,243
Other	-	(15)	15
	<u>\$ (1,484)</u>	<u>\$ 198</u>	<u>\$ (1,682)</u>

	Six fiscal months ended		
	July 4, 2020	June 29, 2019	Change
Foreign exchange gain (loss)	\$ 681	\$ (951)	\$ 1,632
Interest income	2,810	4,346	(1,536)
Other components of net periodic pension expense	(6,131)	(6,763)	632
Investment income (expense)	1,369	4,989	(3,620)
Other	(15)	(106)	91
	<u>\$ (1,286)</u>	<u>\$ 1,515</u>	<u>\$ (2,801)</u>

Income Taxes

For the fiscal quarter ended July 4, 2020, our effective tax rate was 16.3%, as compared to 24.2% and 36.9% for the fiscal quarters ended April 4, 2020 and June 29, 2019, respectively. For the six fiscal months ended July 4, 2020, our effective tax rate was 20.6%, as compared to 29.5% for the six fiscal months ended June 29, 2019. With the reduction in the U.S. statutory rate to 21% beginning January 1, 2018, we expect that our effective tax rate will now be higher than the U.S. statutory rate, excluding unusual transactions. Historically, the effective tax rates were generally less than the U.S. statutory rate primarily because of earnings in foreign jurisdictions. Discrete tax items impacted our effective tax rate for each fiscal quarter presented.

During the second fiscal quarter of 2020, we repatriated \$104.1 million to the United States, and paid withholding and foreign taxes of \$16.3 million.

The effective tax rates for the six fiscal months ended July 4, 2020 and June 29, 2019 were impacted by the effect of the repurchase of convertible debentures. We recognized tax benefits of \$1.3 million in both the six fiscal months ended July 4, 2020 and June 29, 2019, reflecting the reduction in deferred tax liabilities related to the special tax attributes of the convertible debentures.

During the six fiscal months ended July 4, 2020, the liabilities for unrecognized tax benefits decreased by \$3.4 million on a net basis, primarily due to settlement of an audit and the expiration of a statute, partially offset by accruals for current year tax positions and interest.

We operate in a global environment with significant operations in various locations outside the United States. Accordingly, the consolidated income tax rate is a composite rate reflecting our earnings and the applicable tax rates in the various locations where we operate. Part of our historical strategy has been to achieve cost savings through the transfer and expansion of manufacturing operations to countries where we can take advantage of lower labor costs and available tax and other government-sponsored incentives. Accordingly, our effective tax rate has historically been less than the U.S. statutory rate, except in years where there are material discrete items.

Additional information about income taxes is included in Note 5 to our consolidated condensed financial statements.

Financial Condition, Liquidity, and Capital Resources

We focus on our ability to generate cash flows from operations. The cash generated from operations is used to fund our capital expenditure plans, and cash in excess of our capital expenditure needs is available to fund our acquisition strategy, to reduce debt levels, and to pay dividends and repurchase stock. We have generated cash flows from operations in excess of \$200 million in each of the last 18 years, and cash flows from operations in excess of \$100 million in each of the last 25 years.

Management uses a non-GAAP measure, "free cash," to evaluate our ability to fund acquisitions, repay debt, and otherwise enhance stockholder value through stock repurchases or dividends. See "Overview" above for "free cash" definition and reconciliation to GAAP. Vishay has generated positive "free cash" in each of the past 23 years, and "free cash" in excess of \$80 million in each of the last 18 years. In this volatile economic environment, we continue to focus on the generation of free cash, including an emphasis on cost controls.

During the second fiscal quarter of 2020, we repatriated \$104.1 million to the United States, and paid cash taxes of \$16.3 million related to the repatriations. During 2019, we repatriated \$188.7 million to the United States, and paid cash taxes of \$38.8 million related to the repatriations. The payments of these cash taxes were recorded as operating cash flows and any future cash taxes associated with the TCJA transition tax and related foreign taxes on repatriated cash will generally be recorded as operating cash flows. The payment of these cash taxes significantly impacted cash flows from operations and free cash for the six fiscal months ended July 4, 2020 and the year ended December 31, 2019. We expect our business to continue to be a reliable generator of free cash, partially offset by such tax payments. There is no assurance, however, that we will be able to continue to generate cash flows from operations and free cash at the same levels, or at all, going forward if the current economic environment worsens.

The \$104.1 million repatriation in the second fiscal quarter of 2020 completes our cash repatriation program that we initiated in response to the TCJA. We continue to evaluate the TCJA's provisions and may further adjust our financial and capital structure and business practices accordingly.

We maintain a revolving credit facility, which provides an aggregate commitment of \$750 million of revolving loans available until June 5, 2024. The maximum amount available on the revolving credit facility is restricted by the financial covenants described below. The credit facility also provides us the ability to request up to \$300 million of incremental facilities, subject to the satisfaction of certain conditions, which could take the form of additional revolving commitments, incremental "term loan A" or "term loan B" facilities, or incremental equivalent debt.

At July 4, 2020, we had no amounts outstanding on our revolving credit facility. We had no amounts outstanding at December 31, 2019. We borrowed and repaid \$182 million on the revolving credit facility during the six fiscal months ended July 4, 2020. The average outstanding balance on our revolving credit facility calculated at fiscal month-ends was \$35.5 million and the highest amount outstanding on our revolving credit facility at a fiscal month end was \$61 million during the six fiscal months ended July 4, 2020.

The revolving credit facility limits or restricts us from, among other things, incurring indebtedness, incurring liens on its respective assets, making investments and acquisitions (assuming our pro forma leverage ratio is greater than 2.75 to 1.00), making asset sales, and paying cash dividends and making other restricted payments (assuming our pro forma leverage ratio is greater than 2.50 to 1.00), and requires us to comply with other covenants, including the maintenance of specific financial ratios.

The financial maintenance covenants include (a) an interest coverage ratio of not less than 2.00 to 1; and (b) a leverage ratio of not more than 3.25 to 1 (and a pro forma ratio of 3.00 to 1 on the date of incurrence of additional debt). The computation of these ratios is prescribed in Article VI of the Credit Agreement between Vishay Intertechnology, Inc. and JPMorgan Chase Bank, N.A., which has been filed with the SEC as Exhibit 10.1 to our current report on Form 8-K filed June 5, 2019.

We were in compliance with all financial covenants under the credit facility at July 4, 2020. Our interest coverage ratio and leverage ratio were 13.37 to 1 and 1.49 to 1, respectively. We expect to continue to be in compliance with these covenants based on current projections. Based on our current EBITDA and outstanding revolver balance, the usable capacity on the revolving credit facility is approximately \$622 million.

If we are not in compliance with all of the required financial covenants, the credit facility could be terminated by the lenders, and any amounts then outstanding pursuant to the credit facility could become immediately payable. Additionally, our convertible senior debentures due 2040 and due 2041 and our convertible senior notes due 2025 have cross-default provisions that could accelerate repayment in the event the indebtedness under the credit facility is accelerated.

The credit facility allows an unlimited amount of defined "Investments," which include certain intercompany transactions and acquisitions, provided our pro forma leverage ratio is equal to or less than 2.75 to 1.00. If our pro forma leverage ratio is greater than 2.75 to 1.00, such Investments are subject to certain limitations.

The credit facility also allows an unlimited amount of defined "Restricted Payments," which include cash dividends and share repurchases, provided our pro forma leverage ratio is equal to or less than 2.50 to 1.00. If our pro forma leverage ratio is greater than 2.50 to 1.00, the credit facility allows such payments up to \$100 million per annum (subject to a cap of \$300 million for the term of the facility, with up to \$25 million of any unused amount of the \$100 million per annum base available for use in the next succeeding calendar year).

Borrowings under the credit facility bear interest at LIBOR plus an interest margin. The applicable interest margin is based on our leverage ratio. Based on our current leverage ratio, any new borrowings will bear interest at LIBOR plus 1.50%. The interest rate on any borrowings increases to LIBOR plus 1.75% if our leverage ratio is between 1.50 to 1 and 2.50 to 1 and further increases to 2.00% if our leverage ratio equals or exceeds 2.50 to 1.

We also pay a commitment fee, also based on its leverage ratio, on undrawn amounts. The undrawn commitment fee, based on Vishay's current leverage ratio, is 0.25% per annum. Such undrawn commitment fee increases to 0.30% per annum if our leverage ratio is between 1.50 to 1 and 2.50 to 1 and further increases to 0.35% per annum if our leverage ratio equals or exceeds 2.50 to 1.

The borrowings under the credit facility are secured by a lien on substantially all assets, including accounts receivable, inventory, machinery and equipment, and general intangibles (but excluding real estate, intellectual property registered or licensed solely for use in, or arising solely under the laws of, any country other than the United States, assets located solely outside of the United States and deposit and securities accounts), of Vishay and certain significant subsidiaries located in the United States, and pledges of stock in certain significant domestic and foreign subsidiaries; and are guaranteed by certain significant subsidiaries.

During the second fiscal quarter of 2020, we repurchased \$75.8 million principal amount of convertible senior notes due 2025 for \$70.7 million. During the first fiscal quarter of 2020, we repurchased \$14.3 million principal amount of convertible senior debentures due 2041 for \$19.8 million. We initially borrowed from our revolving credit facility to fund the repurchases, and then repaid all such amounts upon the completion of the cash repatriation plan. Such transactions provide us more flexibility to adjust our debt levels if necessary.

As of July 4, 2020, substantially all of our cash and cash equivalents and short-term investment were held in countries outside of the United States. Our substantially undrawn credit facility provides us with significant operating liquidity in the United States. We expect to fund any future repurchases of convertible debt instruments, as well as other obligations required to be paid by the U.S. parent company, Vishay Intertechnology, Inc., including cash dividends to stockholders, share repurchases, and principal and interest payments on our debt instruments by borrowing under our revolving credit facility. Our U.S. subsidiaries also have operating cash needs.

Management expects to use the credit facility from time-to-time to meet certain short-term financing needs. We expect that cash on-hand and cash flows from operations will be sufficient to meet our longer-term financing needs related to normal operating requirements, regular dividend payments, and our research and development and capital expenditure plans. Additional acquisition activity, share repurchases, convertible debt repurchases, or conversion of our convertible debentures may require additional borrowing under our credit facility or may otherwise require us to incur additional debt. No principal payments on our debt are due before 2025 and our revolving credit facility expires in June 2024.

Prior to three months before the maturity date, our convertible senior debentures are convertible by the holders under certain circumstances. The convertible senior debentures due 2040 and due 2041 and the convertible senior notes due 2025 are not currently convertible. At the direction of our Board of Directors, we intend, upon conversion, to repay the principal amount of the any convertible debt instruments in cash and settle any additional amounts in shares of our common stock. We intend to finance the principal amount of any converted debentures using borrowings under our credit facility. No conversions have occurred to date.

We invest a portion of our excess cash in highly liquid, high-quality instruments with maturities greater than 90 days, but less than 1 year, which we classify as short-term investments on our consolidated balance sheets. As these investments were funded using a portion of excess cash and represent a significant aspect of our cash management strategy, we include the investments in the calculation of net cash and short-term investments (debt).

The interest rates on our short-term investments vary by location, but can be up to 150 bps higher than the interest rates on our cash accounts. The average interest rate on our short-term investments was 0.26% due to the low interest rate environment in Europe and the U.S. Transactions related to these investments are classified as investing activities on our consolidated condensed statements of cash flows.

The amount of short-term investments at July 4, 2020 is lower than normal due to completed cash repatriation activity.

The following table summarizes the components of net cash and short-term investments (debt) at July 4, 2020 and December 31, 2019 (*in thousands*):

	<u>July 4, 2020</u>	<u>December 31, 2019</u>
Credit facility	\$ -	\$ -
Convertible senior notes, due 2025*	451,169	509,128
Convertible senior debentures, due 2040*	128	126
Convertible senior debentures, due 2041*	1,058	6,677
Deferred financing costs	<u>(13,861)</u>	<u>(16,784)</u>
Total debt	438,494	499,147
Cash and cash equivalents	599,930	694,133
Short-term investments	157,246	108,822
Net cash and short-term investments (debt)	<u>\$ 318,682</u>	<u>\$ 303,808</u>

*Represents the carrying amount of the convertible instruments, which is comprised of the principal amount of the instruments, net of the unamortized discount and the associated embedded derivative liability, when applicable.

"Net cash and short-term investments (debt)" does not have a uniform definition and is not recognized in accordance with GAAP. This measure should not be viewed as an alternative to GAAP measures of performance or liquidity. However, management believes that an analysis of "net cash and short-term investments (debt)" assists investors in understanding aspects of our cash and debt management. The measure, as calculated by us, may not be comparable to similarly titled measures used by other companies.

Our financial condition as of July 4, 2020 continued to be strong, with a current ratio (current assets to current liabilities) of 3.2 to 1, as compared to 3.3 to 1 as of December 31, 2019. The decrease is primarily due to the decrease in cash and accounts receivable. Our ratio of total debt to Vishay stockholders' equity was 0.29 to 1 at July 4, 2020, as compared to 0.34 to 1 at December 31, 2019. The decrease in the ratio is primarily due to repurchases of convertible debt instruments.

Cash flows provided by operating activities were \$124.9 million for the six fiscal months ended July 4, 2020, as compared to cash flows provided by operations of \$135.8 million for the six fiscal months ended June 29, 2019.

Cash paid for property and equipment for the six fiscal months ended July 4, 2020 was \$48.8 million, as compared to \$70.1 million for the six fiscal months ended June 29, 2019. We expect capital spending of approximately \$110 million in 2020, in accordance with requirements of our markets.

Cash paid for dividends to our common and Class B common stockholders totalled \$27.5 million and \$26.0 million for the six fiscal months ended July 4, 2020 and June 29, 2019, respectively. We expect dividend payments in 2020 to total approximately \$55.0 million. However, any future dividend declaration and payment remains subject to authorization by our Board of Directors.

Contractual Commitments and Off-Balance Sheet Arrangements

Our Annual Report on Form 10-K for the year ended December 31, 2019 filed on February 14, 2020, includes a table of contractual commitments. Except as described below, there were no material changes to these commitments during the six fiscal months ended July 4, 2020.

The following tables disclose material changes in contractual commitments during the six fiscal months ended July 4, 2020. The tables represent our long-term debt obligations and expected cash requirements for interest as of July 4, 2020 and December 31, 2019, reflecting the repurchase of convertible senior notes due 2025 and convertible senior debentures due 2041.

As of July 4, 2020 (in thousands):

	<u>Total</u>	<u>Payments due by period</u>			
		<u>2020</u>	<u>2021 - 2022</u>	<u>2023 - 2024</u>	<u>2025 and beyond</u>
Long-term debt ⁽¹⁾	527,170	-	-	-	527,170
Interest payments on long-term debt ⁽²⁾	67,232	6,868	27,473	26,405	6,486

(1) Excludes unamortized debt discount associated with our convertible senior notes due 2025 and our convertible senior debentures due 2040 and due 2041.

(2) Excludes the non-cash interest expense related to the amortization of the discount associated with our convertible senior notes due 2025 and our convertible senior debentures due 2040 and due 2041.

As of December 31, 2019 (in thousands):

	<u>Total</u>	<u>Payments due by period</u>			
		<u>2020</u>	<u>2021 - 2022</u>	<u>2023 - 2024</u>	<u>2025 and beyond</u>
Long-term debt ⁽¹⁾	617,190	-	-	-	617,190
Interest payments on long-term debt ⁽²⁾	90,260	15,762	31,524	30,456	12,518

(1) Excludes unamortized debt discount associated with our convertible senior notes due 2025 and our convertible senior debentures due 2040 and due 2041.

(2) Excludes the non-cash interest expense related to the amortization of the discount associated with our convertible senior notes due 2025 and our convertible senior debentures due 2040 and due 2041.

We do not participate in nor have we created any off-balance sheet variable interest entities or other off-balance sheet financing.

Dividends

In 2014, our Board of Directors approved the initiation of a quarterly cash dividend program. Quarterly cash dividends have been paid in each quarter since the first fiscal quarter of 2014. We expect to continue to pay quarterly dividends, although each dividend is subject to approval by our Board of Directors.

The following table summarizes the quarterly cash dividends declared (in thousands):

<u>Fiscal Period</u>	<u>Amount</u>	<u>Month of Payment</u>
Three fiscal months ended April 4, 2020	\$ 13,741	March
Three fiscal months ended July 4, 2020	13,743	June

Safe Harbor Statement

From time to time, information provided by us, including but not limited to statements in this report, or other statements made by or on our behalf, may contain “forward-looking” information within the meaning of the 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; delays or difficulties in expanding our manufacturing capacities; manufacturing or supply chain interruptions or changes in customer demand because of COVID-19; an inability to attract and retain highly qualified personnel; changes in foreign currency exchange rates; uncertainty related to the effects of changes in foreign currency exchange rates; competition and technological changes in our industries; difficulties in new product development; difficulties in identifying suitable acquisition candidates, consummating a transaction on terms which we consider acceptable, and integration and performance of acquired businesses; changes in applicable domestic and foreign tax regulations and uncertainty regarding the same; changes in U.S. and foreign trade regulations and tariffs and uncertainty regarding the same; changes in applicable accounting standards and other factors affecting our operations, markets, capacity to meet demand, products, services, and prices that are set forth in our filings with the SEC, 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.

Our 2019 Annual Report on Form 10-K listed various important factors that could cause actual results to differ materially from projected and historic results. We note these factors for investors as permitted by the Private Securities Litigation Reform Act of 1995. Readers can find them in Part I, Item 1A, of that filing under the heading “Risk Factors.” You should understand that it is not possible to predict or identify all such factors. Consequently, you should not consider any such list to be a complete set of all potential risks or uncertainties.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Part II, Item 7A, “Quantitative and Qualitative Disclosures About Market Risk,” of our Annual Report on Form 10-K for the year ended December 31, 2019, filed with the SEC on February 14, 2020, describes our exposure to market risks. There have been no material changes to our market risks since December 31, 2019.

Item 4. Controls and Procedures

Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures

An evaluation was performed under the supervision and with the participation of our management, including the Chief Executive Officer (“CEO”) and Chief Financial Officer (“CFO”), of the effectiveness of the design and operation of our disclosure controls and procedures, as such term is defined under Rule 13a-15(e) and Rule 15d-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Based on that evaluation, our CEO and CFO concluded that our disclosure controls and procedures were effective as of the end of the period covered by this quarterly report to ensure that information required to be disclosed in reports that we file or submit under the Exchange Act are: (1) recorded, processed, summarized, and reported within the time periods specified in the SEC’s rules and forms; and (2) accumulated and communicated to our management, including our CEO and CFO, as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting during the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

Item 3 of Part I of our Annual Report on Form 10-K for the year ended December 31, 2019, filed with the SEC on February 14, 2020 and Item 1 of Part II of our Quarterly Report on Form 10-Q for the fiscal quarter ended April 4, 2020, filed with the SEC on May 12, 2020 describe certain of our legal proceedings. There have been no material developments to the legal proceedings previously disclosed.

Item 1A. Risk Factors

Except as described below, there have been no material changes to the risk factors we previously disclosed under Item 1A of Part I of our Annual Report on Form 10-K for the year ended December 31, 2019, filed with the SEC on February 14, 2020.

Our business may be adversely affected by the widespread outbreak of diseases, including the recent COVID-19 outbreak and the mitigation efforts by governments worldwide to control its spread.

The widespread global outbreak of COVID-19 has adversely affected our business. Impacts have included disruptions in our ability to manufacture products and disruptions in the operations of our customers and modes of shipping. While we are unable to accurately predict the full extent to which the COVID-19 outbreak and the mitigation efforts by governments to attempt to control its spread will have on our business due to numerous uncertainties, thus far the impacts have resulted in increased costs and a reduction in sales to certain regions and end-markets. We cannot predict when the impact of the COVID-19 outbreak will end or when future coronavirus outbreaks will occur.

The potential risks and effects of the COVID-19 outbreak and economic crisis, including potential global or regional recessions or depressions, that could have an adverse effect on our business include, but are not limited to:

- Adverse impact on our customers and supply channels;
- Decrease in sales, product demand and pricing and unfavorable economic and market conditions;
- Increased costs, including higher shipping costs due to reduced shipping capacity;
- Restrictions on our manufacturing, support operations or workforce, or similar limitations for our customers, vendors, and suppliers, that could limit our ability to meet customer demand;
- Potential increased credit risk if customers, distributors, and resellers are unable to pay us, or must delay paying their obligations to us;
- Restrictions or disruptions of transportation, such as reduced availability of air transport, port closures, and increased border controls or closures could result in delays;
- Impact on our workforce/employees due to the ease with which the virus spreads and the current shelter-in-place orders; and
- Cybersecurity risks as a result of extended periods of remote work arrangements.

Such effects could result in us being required to record impairment charges related to our property and equipment, intangible assets, or goodwill.

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

Not applicable.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

Not applicable.

Item 6. Exhibits

- [10.1 Amendment to Employment Agreement between Vishay Dale Electronics, LLC \(a wholly owned subsidiary of Vishay Intertechnology, Inc.\), Vishay Intertechnology, Inc., and Joel Smejkal dated May 20, 2020.](#)
- [10.2 Employment Agreement between Vishay Israel Ltd. \(a wholly owned subsidiary of Vishay Intertechnology, Inc.\), Vishay Intertechnology, Inc., and Jeffrey Webster dated May 20, 2020.](#)
- [10.3 Employment Agreement between Vishay Electronic GmbH \(an indirect wholly owned subsidiary of Vishay Intertechnology, Inc.\), Vishay Intertechnology, Inc., and Andreas Randebrock dated May 20, 2020.](#)
- [31.1 Certification pursuant to Rule 13a-14\(a\) or 15d-14\(a\) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 - Dr. Gerald Paul, Chief Executive Officer.](#)
- [31.2 Certification pursuant to Rule 13a-14\(a\) or 15d-14\(a\) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 - Lori Lipcaman, Chief Financial Officer.](#)
- [32.1 Certification Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 – Dr. Gerald Paul, Chief Executive Officer.](#)
- [32.2 Certification Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 – Lori Lipcaman, Chief Financial Officer.](#)
- 101 Interactive Data File (Quarterly Report on Form 10-Q, for the quarterly period ended July 4, 2020, furnished in iXBRL (Inline eXtensible Business Reporting Language)).
- 104 Cover Page Interactive Data File (formatted as Inline eXtensible Business Reporting Language and contained in Exhibit 101)

SIGNATURES

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

VISHAY INTERTECHNOLOGY, INC.

/s/ Lori Lipcaman

Lori Lipcaman

Executive Vice President and Chief Financial Officer

(as a duly authorized officer and principal financial and accounting officer)

Date: August 4, 2020

CERTIFICATIONS

I, Dr. Gerald Paul, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Vishay Intertechnology, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 4, 2020

/s/ Gerald Paul
Dr. Gerald Paul
Chief Executive Officer

CERTIFICATIONS

I, Lori Lipcaman, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Vishay Intertechnology, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 4, 2020

/s/ Lori Lipcaman

Lori Lipcaman
Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Vishay Intertechnology, Inc. (the "Company") on Form 10-Q for the fiscal quarter ended July 4, 2020 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Dr. Gerald Paul, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Gerald Paul
Dr. Gerald Paul
Chief Executive Officer
August 4, 2020

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Vishay Intertechnology, Inc. (the "Company") on Form 10-Q for the fiscal quarter ended July 4, 2020 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Lori Lipcaman, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Lori Lipcaman

Lori Lipcaman
Chief Financial Officer
August 4, 2020

VISHAY INTERTECHNOLOGY, INC.
63 Lancaster Avenue
Malvern, Pennsylvania 19355

May 20, 2020

Mr. Joel Smejkal

Re: Amendment to Employment Agreement

Dear Joel:

Reference is made to that certain employment agreement dated February 15, 2018, by and between you, Vishay Americas, Inc., a Delaware corporation, and Vishay Intertechnology, Inc., a Delaware corporation (the "Employment Agreement"). Effective July 1, 2020 (the "Transition Date"), the Employment Agreement is hereby amended as described below.

(A) Section 3.1 of the Employment Agreement is replaced in its entirety with the following:

Position. During the Term, Executive shall serve as Executive Vice President – Corporate Business Development, 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.

(B) Section 4.1 of the Employment Agreement is replaced in its entirety with the following:

Base Salary. Vishay Americas shall pay Executive a base salary of not less than \$561,966 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).

(C) Vishay Americas, Inc. hereby assigns the Employment Agreement, and all its rights and obligations thereunder, to Vishay Dale Electronics, LLC, and Vishay Dale Electronics, LLC hereby assumes the Employment Agreement, and all the rights and obligations of Vishay Americas, Inc. thereunder. Accordingly, all references in the Employment Agreement to Vishay Americas, Inc. (or Vishay Americas) are replaced with references to Vishay Dale Electronics, LLC. For the avoidance of doubt, this amendment shall not be considered a termination of employment by Vishay Americas, Inc. and shall not create any entitlement to payments, rights or benefits under Section 6.2 of the Employment Agreement.

This letter agreement shall constitute an amendment to the Employment Agreement, effective as of the Transition Date, and except as otherwise set forth herein, all other terms and conditions of the Employment Agreement remain unchanged. For the avoidance of doubt, there will be no change to your annual bonus opportunity with respect to the 2020 calendar year, as such bonus opportunity was previously communicated to you.

[Remainder of page left intentionally blank.]

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

VISHAY AMERICAS, INC.

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

VISHAY INTERTECHNOLOGY, INC.

By: /s/ Gerald Paul
Name: Dr. Gerald Paul
Title: CEO

VISHAY DALE ELECTRONICS, LLC

By: /s/ Michael S. O'Sullivan
Name: Michael S. O'Sullivan
Title: Manager and SVP

Accepted and agreed:

/s/ Joel Smejkal

JOEL SMEJKAL

DATE: _____

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is entered into on May 20, 2020, with an effective date of July 1, 2020 (the "Effective Date"), by and between VISHAY ISRAEL LTD., a company organized under the laws of the State of Israel ("Vishay Israel"), VISHAY INTERTECHNOLOGY, INC., a Delaware corporation ("Vishay"), and Jeffrey Webster ("Executive").

WITNESSETH:

WHEREAS, Vishay employed Executive, beginning on January 31, 2000, and Executive's employment with Vishay ended on June 30, 2017;

WHEREAS, Vishay Israel has employed Executive since July 2, 2017, and all Executive's rights dependent on seniority are from July 2, 2017 for all practical purposes;

WHEREAS, due to a clerical error, Vishay Israel and Executive have not signed an employment agreement at the start date of Executive's employment with Vishay Israel which is a standard norm;

WHEREAS, it was explained to Executive, and Executive understood and acknowledged that had it not been such a clerical error, the parties would have signed a standard employment agreement used by Vishay Israel for employing managers;

WHEREAS, despite the fact that no employment agreement had been signed, all the terms and conditions of Executive's employment were known to Executive and approved by him and Vishay Israel fulfilled its entire obligation towards Executive as if there was a signed employment agreement;

WHEREAS, Vishay Israel desires to continue to employ Executive, and Executive desires to accept such continued employment under the terms and conditions detailed herein to be effective as of the Effective Date; and

WHEREAS, Vishay Israel 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 Israel.

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 if 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 Israel 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 Israel 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 Petach Tikva, Israel (excluding for this purpose reasonable travel from time to time); or

(iv) a material breach of this Agreement by Vishay Israel;

provided however, that none of the foregoing events or conditions will constitute Good Reason unless Executive provides Vishay Israel with written objection to the event or condition within 30 days following the initial occurrence thereof, Vishay Israel 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 Israel hereby continues to employ Executive, as his exclusive and sole employer, and Executive hereby accepts continued employment by Vishay Israel, in accordance with and subject to the terms and conditions set forth herein.

2.2. 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, 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 (which, for avoidance of doubt, shall be provided pursuant to this Agreement and without payment of additional consideration), (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 Israel in accordance with this Agreement.

3.4. Place of Performance. Executive recognizes that while Executive's principal place of business shall be Israel, his duties will require, at Vishay Israel's expense, travel to domestic and international locations.

4. Compensation.

4.1. Base Salary. Vishay Israel shall pay Executive a base salary of not less than ILS 1,526,175 per year (the "Base Salary"), which shall be reviewed annually by the Compensation Committee. Such Base Salary shall be paid in accordance with Vishay Israel'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. Such Base Salary includes any remuneration for any work beyond standard working hours at Vishay Israel, including overtime work.

4.2. Bonus. Beginning with the 2021 calendar year, 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. There will be no change to Executive's bonus opportunity with respect to the 2020 calendar year, as such bonus opportunity was communicated to him prior to the Effective Date. The Bonus, if paid, shall not be deemed to form part of Executive's salary for any purpose, including for determining pension and severance contributions or other employment benefits. The Bonus is a limited, conditional and specific benefit and, if paid, shall not create any contractual or other right to receive any similar award, or benefit in lieu of any similar award, in the future.

4.3. Annual Equity Grant.

(a) Beginning with the 2021 calendar year, 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 pursuant to this Section 4.3, if Executive's service ceases due to (i) termination by Vishay Israel 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 Israel with Cause or by Executive without Good Reason, except as provided under Section 4.3(b), all unvested equity awards will then immediately and automatically be forfeited.

4.4. Non-application of the Working Hours and Rest Law. It is agreed between the parties that the position Executive is to hold within Vishay Israel is a management position and one which requires a special measure of personal trust, as such terms are defined in the Working Hours and Rest Law 5711 - 1951, as amended (the "Law"). In light of this relationship of trust, neither the provisions of the Law nor those of any other law amending or replacing the Law will apply to the performance by Executive of his duties hereunder. Executive acknowledges that the consideration set for him hereunder nevertheless includes

within its consideration that would otherwise have been due to him pursuant to such law. Thus, Executive may be required, from time to time and according to the work load demanded of him, to work beyond the regular working hours or regular working days, and Executive shall not be entitled to any further compensation other than as determined by the policy of Vishay Israel applicable to Executive or other than as specified in this Agreement.

4.5. Special Agreement. This Agreement is a personal agreement, and, subject to any applicable law, the provisions of any current or future collective bargaining agreement (general or special), any arrangements or extension orders, any custom or practice, and/or any other agreements between Vishay Israel and its employees do not, and will not, apply to the employment of Executive.

5. Additional Rights.

5.1. Participation in Benefit Plans and Programs. During the Term, Executive and his eligible dependents 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 Israel 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 Israel's standard reimbursement policies as they exist from time to time, Vishay Israel 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 as detailed in Appendix A herein, in accordance with and subject to Vishay Israel's policies, as in effect from time to time.

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

6. Termination of Employment: Compensation Upon Termination.

6.1. Termination. Executive's employment with Vishay Israel may be terminated by Executive or by Vishay Israel for any reason.

6.2. Compensation Upon Termination.

(a) Termination by Vishay Israel Without Cause; Termination by Executive With Good Reason. In the event Executive's employment with Vishay Israel is terminated by Vishay Israel 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 later than Vishay Israel's next salary pay date in accordance with Vishay Israel's standard payroll practices.

(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) Payment of the Severance Amount (as defined below) over the period beginning on the Date of Termination and ending on the third anniversary of the Date of Termination, to be paid in equal installments, in accordance with Vishay Israel'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 that also constitutes a "change in control event" described in Treas. Reg. § 1.409A-3(i)(5)(i), the Severance Amount otherwise payable under this clause (iv) will instead be paid in a single lump sum at the time specified in Section 6.2(c). The "Severance Amount" shall be calculated by multiplying (y) one-twelfth (1/12) of Executive's then-current Base Salary, by (z)(I) thirty-six (36) less (II) the number of years of service credited (or that should have been credited) to Executive as of the date his employment ceases for the purposes of calculating Executive's statutory severance pay entitlement under the Severance Pay Law – 1963 (as amended) .

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

(b) Termination For Any Other Reason. In the event Executive's employment with Vishay Israel 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 later than Vishay Israel's next salary pay date in accordance with Vishay Israel's standard payroll practices; (ii) all rights Executive is entitled to under the terms of Vishay Israel 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 Israel and Vishay a release of all claims in the form prescribed by Vishay Israel ("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 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 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 or to require notification or prior approval by Vishay and/or its subsidiaries or affiliates of any such report, provided that Executive is not authorized to disclose communications with counsel that were made for the purpose of receiving legal advice or that contain legal advice or that are protected by the attorney work product or similar privilege.

7.4. Non-Disparagement. Executive agrees not to make any public statements that disparage Vishay, Vishay Israel 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 Israel and their subsidiaries and affiliates.

(b) The parties acknowledge that it is impossible to measure in money the damages that will accrue to Vishay, Vishay Israel, and their subsidiaries and affiliates in the event that Executive 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/or Vishay Israel shall be entitled to an injunction restraining the breaching party from violating such restrictive covenant. If Vishay and/or Vishay Israel 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 or Vishay Israel 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 Israel, 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 Israel's obligation to make payments to Executive pursuant to Section 4 and Section 6 of this Agreement is in consideration of Executive's agreement to be bound by and comply with the provisions of this Section 7.

8. Miscellaneous.

8.1. Notices. Any notice, consent, request or other communication made or given in accordance with this Agreement, shall be in writing and shall be sent either by (a) personal delivery to the party entitled thereto, (b) 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 Israel. 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 Israel Ltd. c/o
7 Hatnufa Street
Petach Tikva
Israel 4951025

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 Israel.

8.2. Successors.

(a) This Agreement is personal to Executive and, without the prior written consent of Vishay Israel, 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 Israel, Vishay, and their successors and assigns.

8.3. Complete Understanding; Amendment; Waiver. This Agreement constitutes the complete understanding between the parties with respect to the employment of Executive and supersedes all other prior agreements and understandings, both written and oral, between Executive, Vishay, and Vishay Israel (and/or any Vishay subsidiary or affiliate) with respect to the subject matter hereof, including without limitation, that certain memorandum dated December 22, 2011, sent to Executive by Dr. Gerald Paul, 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 Israel, 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 Israel, or Executive of any such right or remedy shall preclude other or further exercise thereof.

8.4. Withholding Taxes. Vishay Israel 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 Israel 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 Israel 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 State of Israel, without regard to the principles of conflicts of law.

8.8. Dispute Resolution.

(a) In the event of a controversy or claim between the parties arising out of or relating to this Agreement or (“Dispute”), Vishay and/or Vishay Israel (as relevant) shall have the option, at its sole discretion, to file a suit with a court of competent jurisdiction or refer the Dispute to arbitration proceedings. Executive acknowledges and agrees that any such decision by Vishay and/or Vishay Israel with respect to the forum for adjudicating the Dispute will be binding upon Executive. Further, Executive agrees that, in the event Executive files a claim first with a court of competent jurisdiction, Vishay and/or Vishay Israel may petition for the stay or dismissal of any such judicial proceeding, in favor of arbitration, and refer the Dispute to arbitration.

(b) If Vishay and/or Vishay Israel refers the Dispute to arbitration, the parties shall nominate a mutually agreed professional arbitrator, who will be a retired Israeli district court judge (the “Arbitrator”), and the Arbitrator will have complete authority to resolve the Dispute. In the absence of agreement regarding the identity of the Arbitrator, the Arbitrator's identity will be determined by the Chairman of the Israel Bar Association (Tel-Aviv District). The Arbitrator shall conduct the arbitral proceedings continuously and shall publish the reasoned arbitral award to the parties within 30 days. The Arbitrator shall not be bound by the rules of procedure and evidence; however the substantive laws of the State of Israel will apply. The arbitration proceedings shall be held before a private tribunal, at which only the arbitrator, the parties to the Dispute, the parties’ professional representatives, and any witnesses and experts may be present, and the content of the proceeding will held in confidence. The section and the agreements it contains constitute a binding arbitration agreement under the Israeli Arbitration Law – 1968.

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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

VISHAY ISRAEL LTD.

July 8, 2020

Date

By: /s/ Marc Zandman

Name: Marc Zandman

Title: President

VISHAY INTERTECHNOLOGY, INC.

July 16, 2020

Date

By: /s/ Gerald Paul

Name: Dr. Gerald Paul

Title: Chief Executive Officer

EXECUTIVE

July 8, 2020

Date

/s/ Jeffrey Webster

JEFFREY WEBSTER

EXHIBIT A

1. Executive agrees to the following general undertakings:

- 1.1. Executive and the Company acknowledge and agree that Executive's prior period of employment by Vishay, from January 31, 2000 through June 30, 2017 (the "**Prior Employment Period**"), should not – and will not – count towards, or constitute part of, Executive's term of service for the Company for any purpose, including, without limitation, for the purpose of calculating statutory or contractual seniority-based employment benefits. Executive acknowledges and agrees that his exclusive employment with the Company began, for all intents and purposes, on July 2, 2017. As used in this Exhibit A, "Company" shall mean Vishay Israel Ltd.
- 1.2. Executive undertakes to comply with all Company disciplinary regulations, work rules, policies, procedures and objectives, as in effect from time to time, including the applicable Code of Ethics and Prevention of Sexual Harassment Rules (the "Rules").
- 1.3. Executive consents, of his own free will and although not required to do so under law, that the information in the Agreement and this Exhibit A and any information concerning Executive gathered by the Company will be held and managed by the Company or on its behalf, *inter alia*, on databases according to law and that the Company shall be entitled to transfer such information to third parties, in Israel or abroad. The Company undertakes that the information will be used and transferred for legitimate business purposes only. Without derogating from the generality of the above, such purposes may include human resources management and assessment of potential transactions, to the extent required while maintaining Executive's right to privacy.

The Company undertakes that the information will be used, and transferred for the purposes of operating the Company's business, to allow the Company to fulfill legal obligations and to maintain its employment relationship with Executive. Without derogating from the generality of the above, such purposes may include: HR administration, payroll, calculation and payment of wages, managing of relationships with third parties for pension funds, employees' risk insurance, health care services, management of the company's security, providing services and benefits to employees (such as welfare, transportation, catering, etc.), implementation of extraordinary operations relating to the Company or any of its affiliates, such as the assessment of potential transactions (including for the purpose of due diligence review), entering into joint venture agreements, and compliance with law and regulatory obligations with regards to employees and trade unions and applicable labor.

Furthermore, the Company has been, and will continue to be, entitled to share Executive's information in any of the following events: (a) if it will be requested to do so in accordance with applicable law or as a response to a request made by an authorized or judicial authority; (b) in response to any subpoena, warrant or other legal process resulting from actions performed by Executive or in the event of a dispute, claim, lawsuit, demand or legal proceedings initiated by Executive against the Company, and vice versa; and (c) if the Company will reorganize its business activity – including merging into a different legal entity – it shall be entitled to transfer Executive's information to said entity, provide that the transferee takes upon himself all of the obligations under this Section.

- 1.4. Executive agrees that the Company may monitor his use of its Systems and copy, transfer and disclose all electronic communications and content transmitted by or stored in such Systems, in pursuit of the Company's legitimate business interests, all in accordance with the Company's policy as in force from time to time and subject to applicable law. For the purposes of this Section, the term "Systems" includes telephone, computers, computer system, internet server, electronic database and software, whether under Executive's direct control or otherwise.
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2. Executive's entitlements under the Agreement shall be clarified as follows:

- 2.1. Israeli Notice of Termination / Payment in Lieu of Notice – For the sake of good order, notwithstanding any other provision in this Exhibit A or the Agreement, the parties hereby clarify that each party may terminate the Agreement at any time by providing the other party a prior written notice of 30 days and that this prior notice period shall not derogate from Section 6 of the Agreement. The Company reserves the right to terminate Executive's employment by making a payment to him of salary in lieu of any prior notice period as set out in the Agreement. In addition, the Company may instruct Executive not to attend work during any prior notice period or any part of it.
- 2.2. Vacation - Executive shall be entitled to 22 working days' vacation in each calendar year. Vacation days may be carried forward from one calendar year to the next to the extent permitted by law, provided that Executive uses at least 7 vacation days each year.
- 2.3. Sick pay – Executive shall be entitled to sick leave according to law. Notwithstanding the aforesaid, Executive will be entitled to his full Base Salary from the first day of his sick leave. Executive shall not be entitled to any compensation with respect to unused sick leave.
- 2.4. Recuperation pay – Executive shall be entitled to recuperation pay in accordance with applicable law.
- 2.5. Car
 - 2.5.1. The Company provides Executive with a Company car (the "**Company Car**"), as determined by the Company at its sole discretion, with all maintenance and usage expenses paid by the Company, subject to Company's policy and with Executive to bear any and all liability and costs in relation to traffic, parking and other fines and any damage or other costs not covered by the Company Car insurance policy, including self-participation fee.
 - 2.5.2. Executive shall take good care of the Company Car and undertakes not to allow others to use the Company Car, except for members of his immediate family and employees of the Company approved by the Company.
 - 2.5.3. Executive shall act in accordance with applicable law, the Company Car policy and any insurance policy applicable to the Company Car, all as in effect from time to time.
 - 2.5.4. The Company shall bear all taxes associated with this car benefit under any applicable law.
 - 2.5.5. Executive shall return the Company Car, and any keys thereto, to the Company no later than the termination date of his employment or at any other time as directed. Executive shall have no rights of lien with respect to the Company Car.
 - 2.5.6. The receipt of this car benefit is in place of any travel expenses to which Executive would otherwise be entitled at law.
- 2.6. Pension Arrangement – Executive is entitled to contributions to a pension arrangement of his choice (the "**Pension Arrangement**"), at the following monthly rates:
 - 2.6.1. The Company currently contributes:
 - (a) 8.33% of the Base Salary towards the severance pay component; and
 - (b) 6.5% of the Base Salary towards the pension component. In the case Executive is insured in a managers insurance policy or a provident fund (which is not a pension fund), the said rate shall include the rate of contributions towards the disability insurance (ביטוח אבדן כושר עבודה), ensuring loss of earning payment of 75% of the Base Salary but no less than 5% towards the pension component, all

subject to the terms of the Extension Order regarding the Increase of Pension Contributions - 2016 (the "Pension Order 2016"). In accordance with the terms of the Pension Order 2016, if the said rate shall not be sufficient to insure Executive in disability insurance, the total rate of contributions shall increase up to 7.5% of the Base Salary.

2.6.2. The Company shall also deduct 6% of the Base Salary to be paid on Executive's account towards the Pension Arrangement.

2.6.3. In addition to any payments specified in Section 6 of the Agreement, the Company and Executive agree to adopt the provisions of the "General Approval Regarding the Payments by Employers to Pension Funds and to Insurance Funds in Lieu of Payment of Severance Compensation", which was issued in accordance with the Severance Compensation Law, 1963 ("**General Approval**"). The General Approval (translated in English) is attached to this Agreement as **Exhibit B**. Executive represents, confirms and undertakes that under the provisions of the General Approval, all payments, which were made by the Company to Executive's Pension Arrangement shall be in lieu of payment of severance pay, if Executive shall be entitled to such, according to Section 14 of the Severance Compensation Law, 1963 and in accordance with the General Approval.

2.6.4. The Company waives all rights to have its payments refunded, unless Executive's right to severance pay is denied by a judgment according to sections 16 or 17 of the Severance Pay Law or in the event that Executive withdraws monies from the Pension Arrangement in circumstances other than an Entitling Event, where an "Entitling Event" means death, disablement or retirement at the age of 60 or over.

2.7. Further education fund

2.7.1. The Company shall make monthly Further Education Fund contributions as follows: 7.5% of Base Salary paid by the Company on its account and 2.5% of Base Salary to be deducted by the Company from such Base Salary to be paid on Executive's account, in each case up to the ceiling recognized by the income tax authorities from time to time (the "Ceiling"), but not otherwise.

2.7.2. Executive shall bear any and all taxes applicable in connection with amounts payable by him or Company to the said Further Education Fund.

2.8. Laptop

The Company provides Executive with a laptop for his use to perform his obligations under the Agreement. No later than the Date of Termination for which Executive's employment ceases for any reason, or earlier upon receipt of a written request by the Company, Executive shall return possession of the laptop to the Company and shall have no right of lien in the laptop. Executive shall bear all taxes applicable to him in connection with this benefit.

2.9. Cell phone

2.9.1. The Company shall provide Executive with a cell phone for his use in order to perform his obligations under this Agreement. The Company shall pay the monthly charges for the cell phone, according to its policy, as in effect from time to time.

2.9.2. Without derogating from the generality of the above, Executive specifically undertakes to use the cell phone abroad in accordance with Company's policy in this regard.

2.9.3. The Company shall bear all taxes applicable to Executive in connection with the said cell phone. No later than the termination date of Executive's employment for any reason, or earlier upon receipt of a written request by the Company, Executive shall return possession of the cell phone to the Company.

3. Intellectual Property Undertakings

3.1. Executive undertakes to disclose and shall promptly disclose, to the Company, all Intellectual Property which he has or which he may solely or jointly conceive, develop or reduce to practice or cause to be conceived, developed or reduced to practice during the course of and/or in connection with his employment with the Company and/or which use confidential information (as set out in the Agreement) or other Group property ("**Inventions**").

The term "Group" in this Exhibit A shall mean the Company and its affiliates, being persons or entities which control, are controlled by or are under common control with the Company now or in the future (individually and

collectively referred to as the "**Group**").

- 3.2. For the purposes of this Exhibit A, "Intellectual Property" shall include all intellectual property rights, whether or not patentable, including without limitation rights in algorithms, binary code, brands, business methods, business plans, computer programs, computer software, concepts, confidential information, content, databases, developments, firmware, composition of matter or materials, certification marks, collective marks, copyright, customer lists, data, designs (whether registered or unregistered), derivative works, discoveries, distributor lists, documents, domain names, file layouts, formulae, goodwill, ideas, improvements, industrial designs, information, innovations, inventions (including, but not limited to, Service Inventions as defined in Section 132 of the Patent Law-1967 (the "**Patent Law**")), integrated circuits, know-how, logos, look and feel, manufacturing information, mask works, materials, methods, moral rights, object code, original works of authorship, patents, patent applications, patent rights, including but not limited to any and all continuations, divisions, reissues, re-examinations or extensions, plans, processes, proprietary technology, reputation, research data, research results, research records, semiconductor chips, service marks, software, source code, specifications, statistical models, supplier lists, systems, techniques, technology, trade secrets, trademarks, trade dress, trade names, trade styles, technical information, utility models, and any rights analogous to the foregoing.
- 3.3. Executive further confirms that all Inventions, and any and all rights, interests and title therein, have been and shall be the exclusive property of the Company and Executive has not been and shall not be entitled to, and he has waived and hereby waives, now and in the future, any claim to any right, moral rights, compensation or reward, including any right to royalties in Service Inventions in accordance with the Patent Law, that he may have or have had in connection therewith and that all Inventions will be considered "works made for hire" as that term is defined in Section 101 of the United States Copyright Act (17 U.S.C. § 101). This clause constitutes an express waiver of any rights Executive may have under Section 134 of the Patent Law.
- 3.4. Without derogating from the Group's rights under this Undertaking or any law, Executive agrees to assign, and automatically assign, to the Company and/or its designee, any and all rights, titles and interests in respect of any Inventions, to the extent that he may have or have had such rights, on a worldwide basis, and he has acknowledged and acknowledges now and in the future, the Company's full and exclusive ownership in all such Inventions. Executive shall, at any time hereafter, execute all documents and take all steps necessary to effectuate the assignment to the Company and/or its designee or to assist them to obtain the exclusive and absolute right, title and interest in and to all Inventions, including by the registration of patents or trademarks, protection of trade secrets, copyright, or any other applicable legal protection, and to protect the same against infringement by any third party, including by assisting in any legal action requested by the Group with respect to the foregoing.
4. The Agreement, together with this Exhibit A, constitutes an "employee notice" as required under the Notice to the Employee and Job Candidate Law (Employment Conditions and Candidate Screening and Selection), 5762-2002, and the parties agree that they serve as a notification under this law. Nothing in the Agreement, as amended by this Exhibit A, shall derogate from any right granted to Executive under any law, extension order or collective agreement. The Company is not (and is not a member of an Employer's organization which is) party to a collective agreement which sets out Executive's terms of employment.
5. Except as set forth herein, this Exhibit A shall not affect any provisions in the Agreement, which shall remain in full force and effect. In the event of any inconsistency between the provisions of this Exhibit A and the terms of the Agreement, the provisions of this Exhibit A shall prevail.
6. Executive hereby confirms that he has complied with all of his undertakings according to the Agreement and this Exhibit A from the commencement date of his employment by the Company.
-

EXHIBIT B

General Order and Confirmation Regarding Payments of Employers to Pension Funds and Insurance Funds instead of Severance Pay

Pursuant to the power granted to me under section 14 of the Severance Pay Law 5723-1963 (“**Law**”) I hereby confirm that payments paid by an employer, commencing the date hereof, to an employee’s comprehensive pension fund into a provident fund which is not an insurance fund, as defined in the Income Tax Regulations (Registration and Management Rules of a Provident Fund) 5724-1964 (“**Pension Fund**”), or to a Manager’s Insurance Fund that includes the possibility of an allowance or a combination of payments to an Allowance Plan and to a plan which is not an Allowance Plan in an Insurance Fund (“**Insurance Fund**”), including payments which the employer paid by combination of payments to a Pension Fund and to an Insurance Fund whether there exists a possibility in the Insurance Fund to an allowance plan (“**Employer Payments**”), will replace the severance pay that the employee is entitled to for the salary and period of which the payments were paid (“**Exempt Wages**”) if the following conditions are satisfied:

- (1) Employer Payments –
 - (A) for Pension Funds are not less than 14.33 % of the Exempt Wages or 12% of the Exempt Wages, if the employer pays for his employee an additional payment on behalf of the severance pay completion for a providence fund or Insurance Fund at the rate of 2.33% of the Exempt Wages. If an employer does not pay the additional 2.33% on top of the 12%, then the payment will constitute only 72% of the Severance Pay.
 - (B) to the Insurance Fund are not less than one of the following:
 - (1) 13.33% of the Exempt Wages if the employer pays the employee additional payments to insure his monthly income in case of work disability, in a plan approved by the Supervisor of the Capital Market, Insurance and Savings in the Finance Ministry, at the lower of, a rate required to insure 75% of the Exempt Wages or 2.5% of the Exempt Wages (“**Disability Payment**”).
 - (2) 11% of the Exempt Wages if the employer pays an additional Disability Payment and in this case the Employer Payments will constitute only 72% of the employee’s severance pay; if, in addition to the abovementioned sum, the employer pays 2.33% of the Exempt Wages for the purpose of Severance Pay completion to providence fund or Insurance Funds, the Employer Payments will constitute 100% of the severance pay.
- (2) A written agreement must be made between the employer and employee no later than 3 months after the commencement of the Employer Payments that include –
 - (A) the agreement of the employee to the arrangement pursuant to this confirmation which details the Employer Payments and the name of the Pension Fund or Insurance Fund; this agreement must include a copy of this confirmation;
 - (B) an advanced waiver of the employer for any right that he could have to have his payments refunded unless the employee’s right to severance pay is denied by judgment according to sections 16 or 17 of the Law, or in case the employee withdrew monies from the Pension Fund or Insurance Fund not for an Entitling Event; for this matter, Entitling Event or purpose means death, disablement or retirement at the age of 60 or over.
- (3) This confirmation does not derogate from the employee’s entitlement to severance pay according to the Law, Collective Agreement, Extension Order or personal employment agreement, for any salary above the Exempt Wages.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is entered into on May 20, 2020, with an effective date of July 1, 2020, (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 ANDREAS RANDEBROCK (the “Executive”).

W I T N E S S E T H:

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 Selb, Germany (excluding for this purpose reasonable travel from 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 Human Resources 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 €325,008 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. Beginning with the 2021 calendar year, 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 discretion. There will be no change to Executive’s bonus opportunity with respect to the 2020 calendar year, as such bonus opportunity was communicated to Executive prior to the Effective Date.

4.3. Annual Equity Grant.

(a) Beginning with the 2021 calendar year, 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 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 paid 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. Any such weekly payment shall be pro-rated to the extent that, during a given week, Executive returns to active duty at Vishay Electronic following his absence due to illness.

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. 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) in accordance with § 8 of the employment contract between Vishay Electronic and the Executive dated 19 November 2014 remains in full force and effect. However, with effect as of the Effective Date, the Pension Promise will be modified to the extent that Vishay Electronic shall pay an annual amount equal to 18% (instead of 9%) of the annual Base Salary according to Section 4.1 (not taking into account any variable remuneration components) into the agreed pension fund.

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 that certain employment agreement, dated as of November 19, 2014, 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 (§ 126 German Civil Code); this excludes electronic form (§ 126a German Civil Code (BGB) and text form (§ 126b German Civil Code (BGB)). This also applies to any revocation of, amendment to or addition to the written form requirement itself. Individual agreements always take precedence and apply regardless of the written form requirement (§ 305b German Civil Code (BGB)). 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.
