



The Directors  
Renesas Electronics Corporation  
Toyosu Foresia, 3-2-24, Toyosu, Koto-ku,  
Tokyo 135-0061,  
Japan

**STRICTLY PRIVATE AND CONFIDENTIAL**

20 January 2021

Dear Directors,

We refer to the possible offer to acquire some or all of the issued and to be issued share capital of Dialog Semiconductor PLC (“**Dialog**”) by Renesas Electronics Corporation (“**Renesas**”) or any of its Associates (as defined below), such offer and/or its implementation being referred to in this letter as the “**Transaction**”. Each of Dialog and Renesas a “**party**”, and collectively the “**parties**”.

In consideration of Dialog agreeing to make available to Renesas and its advisers, and Renesas agreeing to make available to Dialog and its advisers, certain Confidential Information (as more particularly defined in paragraph 1.1 of this letter), each party undertakes to the other party in the terms set out below.

**1 Definitions**

**1.1** The following definitions apply for the purposes of this letter:

“**Associate**”, in relation to any person, means:

- (i) any legal person within the same Group as that person;
- (ii) any director of that person or of any legal person within the same Group as that person; or
- (iii) any other person who would otherwise be acting in concert with such person as defined in the Code,

in each case from time to time;

“**Authorised Recipients**” shall have the meaning given in paragraph 2.1 of this letter, and “**Authorised Recipient**” means any one of them;

“**Code**” means the City Code on Takeovers and Mergers as from time to time amended and interpreted by the Panel;

“**Confidential Information**” means information of whatever nature relating directly or indirectly to a party or any of its Associates which is made available (whether before, on or after the date of this letter) to the other party (“**Recipient**”), its Associates, its (or their) advisers or any of its, its Associates or its (or their) advisers’ respective directors, partners

Dialog Semiconductor Plc is a limited company registered in England and Wales with registered number 3505161. Its registered office is at Tower Bridge House, St Katharine’s Way, London, E1W 1AA, United Kingdom.



or officers or employees by such party (“**Discloser**”), any of its Associates or any of its (or their) advisers in whatever form or medium including, written, visual, electronic or oral and includes any part of any information, analyses, compilations, notes, studies, memoranda or other documents to the extent derived from, containing or reflecting such information but excludes information which:

- (i) is publicly available at the time of its disclosure under this letter; or
- (ii) becomes publicly available following disclosure under this letter (other than as a result of disclosure by the Recipient or any of its Authorised Recipients contrary to the terms of this letter); or
- (iii) was lawfully in the Recipient’s possession or that of an Authorised Recipient prior to disclosure under this letter (as can be demonstrated by the Recipient’s or such Authorised Recipient’s written records or other reasonable evidence) free of any restriction as to its use or disclosure; or
- (iv) following disclosure under this letter, becomes available to the Recipient or any Authorised Recipient (as can be demonstrated by the Recipient’s or such Authorised Recipient’s written records or other reasonable evidence) from a source other than Discloser, any of its Associates or its (or their) advisers, which source is not known by the Recipient to be bound by any obligation of confidentiality to Discloser or any of its Associates in relation to such information;

“**Existing Finance Providers**” means MUFG Bank, Ltd., Mizuho Bank, Ltd., Mizuho Securities Co., Ltd, and Sumitomo Mitsui Trust Bank, Limited;

“**Finance Provider**” means a provider or prospective provider of finance and/or foreign exchange rate hedging arrangements to Renesas in connection with the Transaction: (i) that is an Existing Finance Provider, or (ii) whose identity Renesas has disclosed to Dialog in advance of disclosing Confidential Information of Dialog to it, in each case together with any director, officer, employee, adviser, agent or representative of such provider or prospective provider of finance;

“**Group**”, in relation to any person, means any corporations which are holding companies, parent undertakings, subsidiaries, or subsidiary undertakings (as such terms are defined in the UK Companies Act 2006) of it or of any such holding company from time to time;

“**MAR**” shall have the meaning given in paragraph 15 of this letter;

“**Panel**” means the Panel on Takeovers and Mergers;

“**personal data**” means such Confidential Information as relates to identified or identifiable living individuals; and

“**Proposed Transaction Details**” shall have the meaning given in paragraph 3 of this letter.



- 1.2 The words “including”, “include”, “in particular” and words of similar effect shall not be deemed to limit the general effect of the words that precede them.
- 1.3 The words “to the extent that” shall mean “to the extent that” and not solely “if” and similar expressions shall be construed in the same way.
- 1.4 References to: (i) a person include any company, corporation, firm, joint venture, partnership or unincorporated association (whether or not having separate legal personality); and (ii) a company include any company, corporation or body corporate, wherever incorporated.
- 1.5 The singular shall include the plural and vice versa.

## 2 Confidential Information

Subject to paragraph 3 (*Existence of the Transaction*), paragraph 4 (*Finance Providers*) and paragraph 11 (*Permitted Disclosure*), the Recipient shall:

- 2.1 keep the Confidential Information secret and confidential and not disclose any of it to any person other than individuals:
  - 2.1.1 who are directors, partners, officers or employees of the Recipient or its Associates or directors, partners, officers or employees of any of the Recipient’s or its Associates’ advisers, in each case who strictly need to know the same for the purposes of considering, evaluating, advising on, furthering or implementing the Transaction; or
  - 2.1.2 solely with respect to Renesas, to whom disclosure is permitted by paragraph 4 (*Finance Providers*),(together, the “**Authorised Recipients**”);
- 2.2 only use the Confidential Information for the sole purpose of considering, evaluating, negotiating, advising on, furthering or implementing the Transaction and shall not use it for any other purpose;
- 2.3 keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party, and shall otherwise comply with applicable data protection legislation, including by taking such security measures against unauthorised or unlawful processing or actual loss or destruction of, or damage to, personal data as may be required under that legislation;
- 2.4 to the extent permitted by applicable law or regulation, inform Discloser immediately if it becomes aware of any actual, suspected or threatened breach of this letter (including,

Dialog Semiconductor Plc is a limited company registered in England and Wales with registered number 3505161. Its registered office is at Tower Bridge House, St Katharine’s Way, London, E1W 1AA, United Kingdom.



without limitation, the disclosure of Confidential Information to an unauthorised third party); and

- 2.5** notify the Discloser in the event that it receives a request by an individual to exercise any of their rights under any applicable data protection legislation in relation to the personal data disclosed by the Discloser, including a request to obtain a copy of their personal data, and comply with Discloser's reasonable instructions with respect to such request.

### **3 Existence of the Transaction**

- 3.1** Subject to paragraph 4 (*Finance Providers*), paragraph 11 (*Permitted Disclosure*) and to paragraph 14 (*Restrictions on Share Acquisitions*), Renesas shall, and shall procure that its Authorised Recipients shall, keep secret and confidential the existence, status, progress and contents of any negotiations or discussions relating to the Transaction, any terms proposed in relation to the Transaction and the existence and contents of this letter (the "**Proposed Transaction Details**") and (without limiting the generality of the foregoing) shall not, without the prior written consent of Dialog, directly or indirectly:

- 3.1.1** make any public disclosure or announcement concerning, or otherwise publicise, the Transaction, the Proposed Transaction Details or any other arrangement between the parties connected in any way with the Transaction;
- 3.1.2** disclose the Transaction or otherwise discuss the Transaction or the Proposed Transaction Details or contact or enter into any communication with any shareholder, customer, supplier, director, partner, officer or employee of Dialog or any of its Associates in relation to the Transaction or the Proposed Transaction Details;
- 3.1.3** while discussions regarding the Transaction are continuing, visit or inspect any of the properties owned, leased or otherwise occupied by Dialog or any of its Associates, without the prior written consent of Dialog; or
- 3.1.4** disclose or otherwise discuss the Transaction or the Proposed Transaction Details or, following the Transaction having been made public, disclose or otherwise discuss any Proposed Transaction Details which are not in the public domain, with any of its own shareholders (unless the relevant shareholder is represented on its board).

- 3.2** Subject to paragraph 11 (*Permitted Disclosure*) and in particular save always to the extent disclosure is considered appropriate by the board of Dialog as contemplated by Rule 2.3(d) of the Code, Dialog shall, and shall procure that its Authorised Recipients shall not disclose the Transaction or otherwise discuss the Transaction or the Proposed Transaction Details or contact or enter into any communication with, any shareholder, customer, supplier, director, partner, officer or employee of Renesas or any of its Associates (in such capacity) in relation to the Transaction or the Proposed Transaction Details, save (in the case of directors, officers or employees of Renesas or any of its Associates) to the extent that they are



understood by Dialog to be involved in the discussions between the parties in relation to the Transaction.

#### **4 Finance Providers**

Without prejudice to paragraph 2 (*Confidential Information*) and paragraph 3 (*Existence of the Transaction*) and subject to paragraph 11 (*Permitted Disclosure*), Renesas may only disclose Confidential Information and the Proposed Transaction Details to the Finance Providers (including any equity investors) who strictly need to know the same for the purposes of considering, evaluating or advising on the financing of the Transaction provided that, prior to any such disclosure, the Finance Provider to which such disclosure is to be made is informed of and agrees to observe the obligations regarding Confidential Information and the Proposed Transaction Details in this letter and, if Dialog requires, has given such direct undertakings to Dialog (provided that such undertakings shall be no more onerous than those set out in this letter in respect of the disclosure of Confidential Information and the Proposed Transaction Details).

#### **5 Nominated Representatives**

Renesas shall (and shall procure that its Authorised Recipients shall), in relation to the Transaction, the Proposed Transaction Details and the Confidential Information, not make contact or deal with any personnel of Dialog or its Associates, other than those persons whose names are set out in Schedule 1 to this letter (and such other persons are as subsequently notified in writing to Renesas by, or on behalf of, Dialog).

#### **6 Authorised Recipients**

The Recipient shall direct and procure that each Authorised Recipient to whom Confidential Information is to be made available is made fully aware of the Recipient's obligations regarding Confidential Information under this letter and observes the obligations contained in this letter regarding Confidential Information and the Recipient shall be liable to Discloser for any breach of the terms of this letter by its Authorised Recipients (and any action by such person that would constitute a breach of this letter by such person, if that person was the Recipient for the purposes of this letter).

#### **7 Destruction of Confidential Information**

The Recipient shall, at its expense, as soon as practicable following termination of discussions concerning the Transaction and in any event within seven days of receipt of a written demand from Discloser:

- 7.1** destroy, or procure the destruction of, all originals and hard copies of documents containing Confidential Information provided by Discloser to the Recipient, its Associates or its (or their)



advisers and which are in the possession or under the custody and control of the Recipient, its Associates or its (or their) advisers;

**7.2** permanently erase, or procure the permanent erasing of, all electronic copies of any Confidential Information; and

**7.3** on request by Discloser, supply a certificate signed by any director of the Recipient confirming that, to the best of his knowledge, information and belief, having made all proper enquiries, the requirements of this paragraph 7 (Destruction of Confidential Information) have been fully complied with,

provided that, without prejudice to any duties of confidentiality in relation to such Confidential Information contained in this letter:

- (i) the Recipient may retain any Confidential Information as may be required by law or regulation or requirement of any regulatory or governmental authority or stock exchange, including the rules of a professional body, or any *bona fide* document retention and compliance policy; and
- (ii) the Recipient's advisers may, if required in accordance with their professional obligations, keep one copy of any document in their possession for record purposes provided that such information continues to be kept confidential in accordance with the terms of this letter and, if those documents contain personal data, the Recipient's advisers shall not retain them to the extent the retention is in breach of applicable data protection legislation; and
- (iii) nothing shall require the erasure or destruction of automatic back-up electronic archives, provided that: (x) such information is not generally accessible to anyone other than the Recipient and members of its Group; and (y) if the Confidential Information contains personal data, the Recipient shall not retain any such Confidential Information to the extent the retention is in breach of applicable data protection legislation.

## **8 Ownership of Confidential Information**

The Confidential Information shall remain the property of Discloser and its disclosure shall not confer on the Recipient or any other person any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this letter.

## **9 No Offer**

Neither the Confidential Information nor anything else in this letter shall constitute an offer by or on behalf of either party and neither party shall be under any obligation to accept any offer or proposal which may be made by the other party or on the party's behalf.



## **10 No Representation**

None of the Confidential Information has been subject to verification, and neither the Discloser nor any of its Associates nor any of its (or their) advisers accepts responsibility for or makes any representation, express or implied, or gives any warranty with respect to the accuracy or completeness of the Confidential Information or any oral communication in connection with the Confidential Information and the Recipient undertakes to Discloser (for itself and as trustee for its Associates and its (or their) advisers) to waive any liability which such parties may incur by reason of the Recipient's use of, or reliance upon, any of the Confidential Information.

## **11 Permitted Disclosure**

The provisions of paragraph 2 (*Confidential Information*), paragraph 3 (*Existence of the Transaction*) and paragraph 4 (*Finance Providers*) shall, in relation to Dialog, always be subject to Rule 2.3(d) of the Code, and shall in any case not restrict any disclosure of Confidential Information and the Proposed Transaction Details to the extent required by law or by any court of competent jurisdiction, the rules and regulations of any stock exchange on which the Recipient's shares are listed, traded or quoted), the Code or any enquiry or investigation by any governmental, official or regulatory body (including, without limitation, any relevant securities exchange) which is lawfully entitled to require any such disclosure provided that, to the extent reasonably practicable and permitted by applicable law and regulation, prior to such disclosure, the Recipient shall promptly consult Discloser in advance of such disclosure with a view to providing the opportunity for Discloser, at Discloser's expense, to avoid or limit such disclosure or otherwise to agree the timing, form and content of such disclosure.

## **12 No Collusion**

Without prejudice to paragraph 2 (*Confidential Information*), paragraph 3 (*Existence of the Transaction*) and paragraph 4 (*Finance Providers*), Renesas shall not, and shall procure that none of its Associates or any of its (or their) advisers shall, without Dialog's prior written consent, discuss with, or communicate to, any person any aspect of the Transaction (including the conduct of, and the terms, of the Transaction and any offer in relation to the Transaction) for the purposes of creating or joining a consortium or otherwise, in any case with the intent of pursuing the Transaction jointly with a person or persons that is not part of the Renesas Group or an Associate of Renesas.

## **13 Non-solicitation of Employees**

**13.1** Renesas shall not, and shall procure that its Associates shall not, for a period of twelve months from the date of this letter, solicit, endeavour to entice away, employ or offer to employ any person who is at any time during the negotiation of the Transaction employed by Dialog, or any of its Associates, and is a person who:

- (i) has participated in the discussions with Renesas and/or its advisors relating to the Transaction or the supply of Confidential Information to Renesas and/or its advisors

Dialog Semiconductor Plc is a limited company registered in England and Wales with registered number 3505161. Its registered office is at Tower Bridge House, St Katharine's Way, London, E1W 1AA, United Kingdom.



relating to the Transaction or was otherwise expressly identified and disclosed by Dialog as part of its engagement with Renesas and/or its advisors relating to the Transaction to be an employee of Dialog with a specific skill, expertise, industry knowledge or specialised role within Dialog; or

- (ii) is at any time during the negotiations relating to the Transaction, an employee holding an executive or managerial position with, or an office of, Dialog or any member of its Group,

whether or not such person would commit any breach of their contract of service in leaving such person's employment.

- 13.2** Neither the placing of an advertisement of a post available to a member of the public generally, nor the recruitment of a person through an employment agency shall constitute a breach of this paragraph 13 provided that, in the case of the recruitment of a person through an agency, none of the Recipient's Associates encourages or advises such agency to approach any such person.

## **14 Restrictions on Share Acquisitions**

- 14.1** Subject to paragraphs 14.2 and 14.4 (*Restrictions on Share Acquisitions*), and without prejudice to any obligations it may have at law, under other provisions of this letter, under the Code or otherwise, Renesas agrees that it shall not, and shall procure that its Associates shall not, directly or indirectly, alone or with others, for a period of twelve months from the date of this letter, without the prior consent in writing of Dialog, be involved in any Prohibited Activity.

For the purposes of this paragraph 14.1, each of the following is a "**Prohibited Activity**":

- (a) acquiring or seeking to acquire any interest in the shares (as defined in the Code) of Dialog or any member of its Group, including rights to acquire, rights to subscribe for, options in respect of, and derivatives referenced to, such securities; or
- (b) entering into any agreement or arrangement (conditionally or otherwise and whether legally binding or not) with any person in relation to the acquisition of such an interest; or
- (c) subject to paragraph 11 (*Permitted Disclosure*) and paragraph 3 (*Existence of the Transaction*), communicating with any shareholder of Dialog with the purpose or effect of encouraging such shareholder to:
  - (i) oppose the board of directors of Dialog's business strategy or management of the business;
  - (ii) request (publicly or otherwise) that the board of directors of Dialog takes a particular course of action, or otherwise seek to influence the position of the board of directors of Dialog, in relation to any proposal, possible offer or offer for all or any part of the voting share capital of Dialog announced by Renesas or any other party; or

Dialog Semiconductor Plc is a limited company registered in England and Wales with registered number 3505161. Its registered office is at Tower Bridge House, St Katharine's Way, London, E1W 1AA, United Kingdom.





- (d) making a general offer, including a mandatory offer, for all or any part of the share capital of Dialog or any member of its Group; or
- (e) subject to paragraph 11 (*Permitted Disclosure*), announcing any proposals for any takeover, merger, consolidation or share exchange or similar transaction involving the securities of Dialog or any member of its Group, or taking any action which, under the Code or otherwise, would require an announcement of such proposals to be made; or
- (f) taking any step which might give rise to any obligation under the Code or its equivalent in any jurisdiction to make any offer for all or any part of the share capital of Dialog or any member of its Group; or
- (g) assisting or advising any person in relation to any of the foregoing.

**14.2** The restrictions in paragraph 14.1 (*Restrictions on Share Acquisitions*) and paragraph 3 (*Existence of the Transaction*) (without prejudice to other obligations or restrictions) shall cease to apply if:

**14.2.1** Renesas or any of its Associates publishes an announcement of a recommended offer (including by way of scheme of arrangement) pursuant to Rule 2.7 of the Code to acquire Dialog; or

**14.2.2** any person other than Renesas or any of its Associates:

- (i) makes, or announces under Rule 2.7 of the Code, an offer to acquire Dialog or any member of its Group (including by way of scheme of arrangement);
- (ii) shall have become interested (as defined in the Code) in shares carrying more than 29.9 per cent. of the voting rights (as defined in the Code) of Dialog or any member of its Group;
- (iii) with the agreement of Dialog, seeks shareholders' approval to avoid making an offer which would otherwise be required under Rule 9 of the Code or Dialog announces such proposal with respect to any such person (other than Renesas or any of its Associates); or
- (iv) makes, or with the agreement of Dialog, announces an intention to make, an acquisition of all or substantially all of the undertakings, assets or business of Dialog or any member of its Group.

**14.3** In the event that Renesas or any of its Associates directly or indirectly acquires any interests in securities of Dialog or any member of its Group in breach of paragraph 14 (*Restrictions on Share Acquisitions*), then, following a request by Dialog (without prejudice to any other right of Dialog under this letter) Renesas shall, if and to the extent permitted by applicable



law, the Code or any ruling or requirement of the Panel, dispose of or procure the disposal of such interest within 14 days.

- 14.4** Nothing in this paragraph 14 (*Restrictions on Share Acquisitions*) (without prejudice to other obligations or restrictions) shall prevent the acquisition of any interest in securities in Dialog:
- 14.4.1** by any exempt principal trader in the same Group as Renesas' financial adviser(s) on the Transaction, provided any such dealings comply with Rule 38 of the Code;
  - 14.4.2** in the ordinary course of investment or advisory business or by any person acquiring such interests as part of ordinary course index tracking activities or normal activity as a fund manager, market-maker, broker or provider of trustee or nominee services, provided in each case that such action is not taken on the instructions of, or otherwise in conjunction with Renesas or its Associates or on behalf of Renesas or its Associates; or
  - 14.4.3** with the prior written consent of Dialog.

## **15 Insider Dealing and Market Abuse**

Each party acknowledges that the Confidential Information of the other party and the Proposed Transaction Details are given in confidence and that some or all of that Confidential Information and the Proposed Transaction Details may be inside information and/or material non-public information for the purposes of the Market Abuse Regulation (EU) No 596/2014 ("**MAR**") and other applicable insider dealing/securities legislation (including, without limitation, insider dealing/securities legislation applicable to securities of Renesas listed on the Tokyo Stock Exchange) and that once it has received such information:

- 15.1** it must not act or use the information in any way that contravenes Article 8 MAR (insider dealing), Article 10 MAR (unlawful disclosure of inside information) and/or Article 12 MAR (market manipulation) or other applicable insider dealing legislation, for such time as the information remains inside information; and
- 15.2** subject to and in accordance with applicable law, it must not deal in securities, encourage another person to deal in securities or disclose the information for such time as the information remains inside information or material non-public information.

## **16 Privilege**

The Recipient represents and agrees that to the extent any Confidential Information attracts any form of privilege or refers to other documents which attract any form of privilege, then such privilege shall not be waived, prejudiced or otherwise affected in any way (directly or indirectly) by being made available to the Recipient. The Recipient acknowledges that Discloser expressly relies on such representation and agreement in permitting the Recipient to have access to such Confidential Information.



## **17 Principal**

Renesas confirms that it is acting as a principal on its own account and not as an agent or broker for any other person and that it shall be responsible for any costs incurred by it or on its behalf in connection with the Transaction and/or the consideration and evaluation of the Confidential Information.

## **18 Duration**

The obligations set out in this letter shall cease to have effect upon completion of the Transaction. In the event of the termination of discussions or negotiations relating to the Transaction, the obligations set out in this letter (other than paragraphs 13 (*Non-solicitation of Employees*) and 14 (*Restrictions on Share Acquisitions*)) shall continue in full force and effect notwithstanding the destruction of Confidential Information and any copies of it until the expiry of the period ending two years from the date of this letter.

## **19 Waiver**

No failure or delay by either party in exercising any of its rights under this letter shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of such rights.

## **20 Remedies**

Without prejudice to any other rights or remedies which either party may have, each party acknowledges and agrees that damages would not be an adequate remedy for any breach by either party of the provisions of this letter and each party shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the other party or any other relevant person and no proof of special damages shall be necessary for the enforcement by either party of the rights under this letter.

## **21 Variation**

No variation of this letter shall be effective unless in writing and signed by or on behalf of each of the parties.

## **22 Severability**

If any provision of this letter shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable. To the extent it is not possible to delete or modify the provision, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this letter and the legality, validity and enforceability of the remainder of this letter shall, subject to any deletion or modification made under this paragraph 22, not be affected.

Dialog Semiconductor Plc is a limited company registered in England and Wales with registered number 3505161. Its registered office is at Tower Bridge House, St Katharine's Way, London, E1W 1AA, United Kingdom.



## 23 Notices

- 23.1** Any notice, claim or demand in connection with this letter shall be given (i) in writing to the relevant party at the address stated in this letter (or, instead, such other address as it shall previously have notified to the other party); or (ii) where notice is being given to Dialog, by email to Colin Sturt at colin.sturt@diasemi.com (or such other person and email as it shall have notified to the Recipient); or (iii) where notice is being given to the Recipient, by email to Jason Hall at jason.hall@renesas.com (or such other person and email as it shall have notified to Dialog).
- 23.2** Any notice sent by hand shall be deemed received when delivered, any notice sent by first class post within the United Kingdom shall be deemed received 48 hours after posting and any notice sent by e-mail shall be deemed to be received at the time of sending provided that receipt shall not occur if the sender receives an automated message that the e-mail has not been delivered to the recipient.

## 24 Third Party Rights

- 24.1** The obligations expressed to be undertaken by each party are obligations that party owes to the other party and each member of the other party's Group.
- 24.2** The provisions of this letter confer benefits on the persons referred to in paragraph 24.1 (Third Party Rights) (each such person, other than the parties to this letter, a "Third Party") and subject to the remaining terms of this paragraph 24 (*Third Party Rights*), are intended to be enforceable by each Third Party by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 24.3** Subject to paragraph 24.2 of this letter, a person who is not party to this letter has no right under The Contracts (Rights of Third Parties) Act 1999 to enforce any term of this letter.
- 24.4** Notwithstanding paragraph 24.2 of this letter, this letter may be rescinded or varied in any way and at any time by the parties to this letter without the consent of any Third Party.

## 25 Counterparts

This letter may be entered into in any number of counterparts, all of which taken together shall constitute one and the same letter. Either party may enter into this letter by signing any such counterpart.



## **26 Governing Law and Jurisdiction**

- 26.1** This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- 26.2** Subject to paragraph 26.3 below, each of the parties irrevocably agrees that the courts of England and Wales are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this letter and that accordingly any proceedings arising out of or in connection with this letter shall be brought in such courts. Each of the parties irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.
- 26.3** Notwithstanding paragraph 26.2 above, the parties shall be entitled to seek from any competent court any interim or interlocutory remedy (including those contemplated by paragraph 20 (*Remedies*) above). Nothing in this paragraph 26 (*Governing Law and Jurisdiction*) shall deprive any competent court of jurisdiction to grant any such remedy or relief.

## **27 Process Agent**

Renesas irrevocably appoints Renesas Electronics Europe Limited (the “**Agent**”), now of Dukes Meadow, Millboard Road, Bourne End, SL8 5FH, as its agent to accept service of process in England in any legal action or proceedings arising out of or in connection with this letter provided that:

- 27.1** service upon the Agent shall be deemed valid service upon Renesas whether or not the process is forwarded to or received by Renesas;
- 27.2** Renesas shall inform Dialog, in writing, of any change in the address of the Agent within 28 days of such change;
- 27.3** if the Agent ceases to act as process agent for Renesas or to have an address in England, Renesas irrevocably agrees to appoint a new process agent in England and to deliver to the other party to this letter within 14 days a copy of a written acceptance of appointment by the new process agent; and
- 27.4** nothing in this letter shall affect the right to serve process in any other manner permitted by law.



Please indicate your acceptance of these terms by signing the enclosed duplicate of this letter and returning it to us.

Yours faithfully

[Redacted signature area]

.....

Name

Title

For a [Redacted] behalf of **Dialog Semiconductor plc**

Dialog Semiconductor Plc is a limited company registered in England and Wales with registered number 3505161. Its registered office is at Tower Bridge House, St Katharine's Way, London, E1W 1AA, United Kingdom.



We hereby agree to the terms of your letter dated 20 January 2021 of which a copy is set out above.

.....  
Name: [Redacted]  
Title: [Redacted]

For and on behalf of **Renesas Electronics Corporation**

Dated: 20 January 2021 .....

Dialog Semiconductor Plc is a limited company registered in England and Wales with registered number 3505161. Its registered office is at Tower Bridge House, St Katharine's Way, London, E1W 1AA, United Kingdom.



**Schedule 1**  
**Nominated Representatives**



Dialog Semiconductor Plc is a limited company registered in England and Wales with registered number 3505161. Its registered office is at Tower Bridge House, St Katharine's Way, London, E1W 1AA, United Kingdom.