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EXECUTION VERSION

DEED OF DIRECTOR'S IRREVOCABLE UNDERTAKING

To: Renesas Electronics Corporation
Toyosu Foresia
3-2-24, Toyosu
Kotu-ku
Tokyo 135-0061

8 February 2021

Dear Sirs,

Recommended cash offer for Dialog Semiconductor Plc ("Dialog") by Renesas Electronics Corporation ("Renesas")

1. Introduction

I, the undersigned, understand that:

1.1 Renesas intends to make an offer to acquire the entire issued and to be issued ordinary share capital of Dialog (the "**Acquisition**") substantially on the terms and conditions set out in the firm offer announcement to be made under Rule 2.7 of the City Code on Takeovers and Mergers (the "**Code**") on the date of this deed or such later date as Dialog and Renesas may agree (the "**Rule 2.7 Announcement**"), together with such additional terms and conditions as may be required by the Code, the Panel on Takeovers and Mergers (the "**Panel**") and/or any other applicable law and regulation, or as Renesas and Dialog may agree; and

1.2 it is intended that the Acquisition will be implemented by way of a court-sanctioned scheme of arrangement under Part 26 of the Companies Act 2006 ("**Scheme**"), but Renesas has reserved the right to elect, with the consent of the Panel and subject to the terms of the Co-operation Agreement, to implement an acquisition of the entire issued and to be issued ordinary share capital of Dialog by means of a takeover offer (as such term is defined in section 974 of the Companies Act 2006) ("**Takeover Offer**").

2. Condition

The terms of this deed are conditional on the Rule 2.7 Announcement being released on the date of this deed or such later date as Dialog and Renesas may agree.

3. Interests in Dialog Share Interests

I irrevocably and unconditionally warrant and represent to Renesas that as at the date hereof:

3.1 I am the registered holder, beneficial owner and/or am otherwise able to control the exercise of all rights of, including voting rights, attaching to, and have the ability to procure the transfer of, the Dialog Share Interests set out in Part 1 of Schedule 1 to this deed (the "**Committed Share Interests**"), which expression shall include any other shares (or interests in any other shares that are traded and settled through Clearstream) in the capital

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of Dialog issued or transferred to me after the date hereof and attributable to or derived from such shares or interests in shares;

3.2 I am also the holder of (or am otherwise beneficially entitled to) the options and/or awards and/or other rights to subscribe for, purchase or otherwise acquire any shares or securities of Dialog set out in Part 2 of Schedule 1 to this deed;

3.3 I am not interested in any shares or other securities of Dialog other than the Dialog Share Interests details of which are set out in Schedule 1 to this deed; and

3.4 I am able to transfer (or procure the transfer of) the Committed Share Interests free from all liens, equities, charges, encumbrances, options, rights of pre-emption, and any other third party rights and interests of any nature.

4. Dealings in Dialog Share Interests

4.1 I irrevocably and unconditionally agree and undertake to Renesas, that, unless and until the obligations under this deed lapse in accordance with the terms of this deed, I will not (and, if applicable, shall procure that the registered holder of the Committed Share Interests will not):

(a) sell, transfer, charge, pledge, encumber, grant any option or other right over or otherwise dispose of, or permit the sale, transfer, charging, pledging, encumbering, granting of any option or other right over or other disposal of any of the Committed Share Interests or interest in the Committed Share Interests except under the terms of the Acquisition;

(b) exercise any voting rights attaching to the Committed Share Interests to vote in favour of any scheme of arrangement or other transaction which is proposed in competition with or which might reasonably be expected to otherwise frustrate the Acquisition;

(c) accept or give any undertaking (whether conditional or unconditional) or letter of intent to accept any other offer made or proposed to be made in respect of the issued and to be issued share capital of Dialog by any person other than Renesas or its affiliates;

(d) pursuant to section 303 of the Companies Act 2006, without the prior written consent of Renesas, exercise my rights as a shareholder (but without prejudice to my powers and duties as a director) to requisition, or join in requisitioning, any general or class meeting of Dialog to consider any matter which might reasonably be expected to frustrate the successful outcome of the Acquisition; and

(e) other than pursuant to the Acquisition, enter into any agreement or arrangement (whether or not subject to any conditions and including any such arrangement which is to take effect upon or following the Acquisition becoming effective or lapsing, or upon or following this deed ceasing to be binding) or incur any obligation to do all or any of the acts referred to in sub-paragraphs 4.1(a) to (d) (inclusive) or which would or might restrict or impede my voting in favour of a Scheme or my ability to comply with this deed.

4.2 Notwithstanding any other provision of this deed, nothing in this deed (including paragraphs

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3, 4.1 and 5) shall prevent me from:

(a) exercising any options, awards and/or other rights under Dialog's share plans or selling or disposing of such number of Committed Share Interests as may be required to cover my liability for income tax and employee national insurance contributions or other social security contributions or exercise price / nominal value liabilities in respect of the grant, vesting or exercise of any such options, awards and/or other rights; or

(b) transferring the Committed Share Interests to one or more of my close relatives and/or related trusts for *bona fide* tax planning purposes (provided that with effect from the time of such transfer, I shall procure compliance by the transferee of the obligations contained in this deed in respect of any Committed Share Interests so transferred as if the transferee had entered into this deed in respect of such transferred Committed Share Interests).

5. Scheme

I irrevocably and unconditionally undertake to Renesas that, unless and until the obligations under this deed lapse in accordance with the terms of this deed, if the Acquisition is implemented by way of a Scheme:

5.1 I shall exercise or, where applicable, procure the exercise (whether in person or by proxy) of all rights attaching to the Committed Share Interests on any resolution which is proposed (whether on a show of hands or a poll) at any general or class meeting of Dialog in respect of the Acquisition (including any adjournment or postponement thereof, a "**General Meeting**"), or at any meeting of holders of shares in Dialog to be convened by order of the High Court of Justice in England and Wales pursuant to section 896 of the Companies Act 2006 (including any adjournment or postponement thereof, a "**Court Meeting**"), which is necessary to implement the Acquisition (including any resolution to adjourn any such meeting), in each case, in accordance with Renesas' instructions;

5.2 after the despatch of the formal document to shareholders of Dialog, containing details of a Scheme and notice of any Court Meeting and General Meeting (the "**Scheme Document**"), I shall:

(a) in the case of those Committed Share Interests referred to in Part 1 of Schedule 1 to this deed, as soon as reasonably practicable and in any event within ten Business Days of the date of the Scheme Document; or

(b) in the case of any other Committed Share Interests, as soon as reasonably practicable and in any event by the earlier of (i) the tenth Business Day after the date on which I become able to control the exercise of all rights, including voting rights, attaching to those Committed Share Interests, and (ii) the latest time allowed for lodging of proxies for the relevant Court Meeting or General Meeting,

return, or procure the return of, if applicable, the signed forms of proxy enclosed with the Scheme Document (completed and signed and voting in favour of the resolutions to implement the Acquisition) in accordance with the instructions printed on those forms of proxy and, if applicable, in respect of any Committed Share Interests held in uncertificated form, take or procure the taking of any other action which may be reasonably required by or on behalf of Renesas or its nominated representative in order to make a valid proxy

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appointment and give valid proxy instructions (voting in favour of the resolutions to implement the Acquisition) and I shall not amend, revoke or withdraw the forms of proxy; and

5.3 I shall exercise or, where applicable, procure the exercise of, all rights attaching to the Committed Share Interests (in my capacity as a holder of Dialog Share Interests) to requisition or join in the requisitioning of any General Meeting for the purposes of voting on any resolution referred to under paragraph 5.1, or to require Dialog to give notice of any such meeting, only in accordance with Renesas' instructions.

6. Power of attorney

6.1 In order to secure the performance of my obligations hereunder, I irrevocably appoint any director for the time being of Renesas as my attorney in my name and on my behalf with full powers of delegation to sign or execute and deliver the form of proxy and such other documents and to do all such other acts and things as may be necessary for, or incidental to, the performance of my obligations under this deed in the event of my failure to comply with any of my obligations within the specified time period (or, in the event no time period is specified, a period of time that is reasonable in the context of the Acquisition).

6.2 I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 until this deed lapses in accordance with paragraph 9.1, or (if earlier) the Scheme becomes effective.

7. Information and documentation

7.1 I shall promptly provide such information relating to myself to Renesas as may be reasonably requested by Renesas in order to comply with the rules of the Code, the Companies Act 2006 and any other legal or regulatory requirements.

7.2 I shall promptly after becoming aware of the same, notify Renesas in writing of any material change in the accuracy or import of any information in relation to myself and the previously supplied to Renesas by me (including the information relating to shares or other securities of Dialog set out in Schedule 1 to this deed).

7.3 I acknowledge that I am obliged to make appropriate disclosure under Rule 2.10(c) of the Code promptly after becoming aware that I will not be able to comply with the terms of this deed or no longer intend to do so.

7.4 I consent to the inclusion of references to me and the inclusion of the particulars of this deed in the Rule 2.7 Announcement, the Scheme Document and any document in connection with the Acquisition that is required by the Code or any other legal or regulatory requirements.

7.5 I understand and agree that, in accordance with the Code, this deed may be disclosed to the Panel, particulars of this deed and disclosable holdings of, and dealings in, relevant securities of Dialog and Renesas will need to be publicly disclosed and will also be contained in the Scheme Document and that, in accordance with Rule 26 of the Code, copies of this deed will be available for inspection (including on a website) until the Acquisition becomes effective.

8. Proceeding with the Acquisition

I acknowledge that the release of the Rule 2.7 Announcement is at Renesas' absolute discretion

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and, in particular, Renesas reserves the right not to release the Rule 2.7 Announcement. For the avoidance of doubt, subject to the provisions of the Code, nothing in this deed shall oblige Renesas to announce or proceed with the Acquisition.

9. Termination

9.1 This deed and all of my obligations under this deed shall, without prejudice to any prior breaches, lapse if:

(a) the Rule 2.7 Announcement is not released on the date of this deed or such later date as Dialog and Renesas may agree;

(b) the Acquisition becomes effective;

(c) Renesas (or any affiliate thereof) publicly announces that it does not intend to proceed with the Acquisition;

(d) the Acquisition announced by Renesas has not become effective or been declared unconditional in all respects in accordance with the requirements of the Code (as the case may be) by the Long Stop Date (as defined in the Rule 2.7 Announcement);

(e) the Scheme has lapsed or been withdrawn (for the avoidance of doubt, this shall not apply where: (i) the Scheme lapses or is withdrawn solely as a result of Renesas exercising its right to implement the Acquisition by way of a Takeover Offer rather than a Scheme; or (ii) the reason for the lapse of the Scheme is as a result of my breach of this deed) and no new, revised or replacement Scheme or Takeover Offer has been announced by Renesas or its affiliates in accordance with Rule 2.7 of the Code on or prior to the date of the lapse or withdrawal; or

(f) a competing offer is made for Dialog and such competing offer is declared unconditional in all respects or otherwise becomes effective.

9.2 On termination of this deed, I shall have no claim against Renesas and Renesas shall have no claim against me, save that any rights or liabilities under this deed in respect of prior breaches shall not be affected.

10. General

10.1 All references in this deed to:

(a) "**affiliates**" means, in relation to any person, any subsidiary undertaking or parent undertaking of that person and any subsidiary undertaking of any such parent undertaking (as "subsidiary undertaking" and "parent undertaking" are defined in the Companies Act 2006), and "**affiliate**" means any of them;

(b) "**Clearstream**" means the Cascade electronic clearing and settlement system operated by Clearstream Banking AG facilitating the trading, clearing and settlement of securities traded on the Frankfurt Stock Exchange and any successor to such system and/or operator;

(c) "**Co-operation Agreement**" means the agreement between Renesas and Dialog dated on or around the date of this deed;

DocuSign Envelope ID: [redacted]

(d) "**Dialog Shares**" means ordinary shares of 10 pence each in the capital of Dialog; and

(e) "**Dialog Share Interests**" means interests in Dialog Shares that are traded and settled through Clearstream.

10.2 I irrevocably and unconditionally warrant and represent to Renesas that I have full power and authority to enter into this deed and perform my obligations under it.

10.3 I confirm that I have been given an adequate opportunity to consider whether or not to give this deed and to obtain independent advice.

10.4 Any date, time or period referred to in this deed shall be of the essence except to the extent to which Renesas and I agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

10.5 In this deed, references to an "interest" in securities shall have the meaning given to such term in the Code.

10.6 In this deed, references to the "Acquisition" and the "Scheme" shall include any extended, increased or revised offer or proposal by Renesas and whenever the words "include", "includes", "including", "in particular" and words of similar import are used in this deed, they shall be deemed to be followed by the words "without limitation".

10.7 This deed contains the whole agreement between Renesas and me relating to the subject matter of this deed at the date hereof to the exclusion of any terms implied by law which may be excluded by contract. I acknowledge that I have not been induced to sign this deed by any representation, warranty or undertaking not expressly incorporated into it.

10.8 A person who is not party to this deed has no right to enforce any term of this deed.

10.9 The invalidity, illegality or unenforceability of any provision of this deed shall not affect the continuation in force of the remainder of this deed.

10.10 I agree that damages would not be an adequate remedy for breach of this deed and accordingly that Renesas shall be entitled to the remedies of specific performance, injunction or other equitable relief and no proof of special damages shall be necessary for the enforcement by Renesas of its rights.

10.11 I agree that this deed (and any dispute, controversy, proceedings or claim of any nature arising out of or in connection with it, including non-contractual disputes and claims) shall be governed and construed in accordance with the law of England and Wales. I agree to irrevocably submit to the exclusive jurisdiction of the courts in England and Wales.

[Signature page follows]

IN WITNESS whereof this document has been duly executed and delivered as a deed on the date first written above.

EXECUTED and **DELIVERED** as a **DEED**)
)
by Mary Chan)
)
)
) [redacted]
Signature

in the presence of:

Signature of witness: [redacted]

Name of witness: [redacted]

Address of witness: [redacted]

Occupation of witness: [redacted]

DocuSign Envelope ID: [redacted]

SCHEDULE 1

Part 1

Details of Dialog Share Interests

Number of Dialog Share Interests	Registered holder	Beneficial owner
12,674	Computershare Investor Services PLC	Mary Chan

Part 2

Details of any options and/or other rights to subscribe for, purchase or otherwise acquire any Dialog Shares or Dialog Share Interests

Description of options and/or other rights to subscribe for, purchase or otherwise acquire any Dialog Share Interests	Number of options and/or other rights to subscribe for, purchase or otherwise acquire any Dialog Share Interests
N/A	N/A