

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 31, 2022

DIODES INCORPORATED

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

002-25577
(Commission File Number)

95-2039518
(IRS Employer
Identification No.)

4949 Hedgcoxe Road, Suite 200
Plano, Texas
(Address of Principal Executive Offices)

75024
(Zip Code)

Registrant's Telephone Number, Including Area Code: 972 987-3900

(Former Name or Former Address, if Changed Since Last Report)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, Par Value \$0.66 2/3	DIOD	The NASDAQ Stock Market LLC

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

Emerging growth company

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

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

On May 31, 2022, Diodes Incorporated (the "Company") and Dr. Keh-Shew Lu, the Company's Chairman, President and Chief Executive Officer (the "Employee"), entered into Amendment No. 2 to the Employment Agreement between the Company and Dr. Lu dated as of July 21, 2015 ("Employment Agreement").

The Employment Agreement is amended as follows:

- a. Section 2.1(i) is entirely amended and restated to read as follows:
"an annual base salary of \$760,000, subject to such periodic changes, if any, as the Board of Directors may determine, less any applicable deduction therefrom for income tax or other applicable withholdings, payable in accordance with the Company's standard practices and procedures;"
- b. Section 3.1 is entirely amended and restated to read as follows:
"Term. Unless sooner terminated pursuant to Section 3.2 or due to Employee's death, the term of the Employee's employment by the Company under Section 1.1 shall commence on the date hereof and shall end on May 31, 2027 (the "Term")."
- c. In Section 3.3(a), reference to the Company's 2013 Equity Incentive Plan shall be replaced with reference to the Company's 2022 Equity Incentive Plan.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
99.1	<u>Amendment No. 2 to Employment Agreement, between Diodes Incorporated and Dr. Keh-Shew Lu, effective as of May 31, 2022</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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 hereunto duly authorized.

Dated: June 1, 2022

DIODES INCORPORATED

By /s/ Brett R. Whitmire
Brett R. Whitmire
Chief Financial Officer

AMENDMENT #2 TO EMPLOYMENT AGREEMENT

This Amendment #2 (“Amendment”), effective as of May 31, 2022 (“Effective Date”), is to the Employment Agreement dated July 21, 2015, as amended on February 22, 2017 (collectively, “Agreement”), by and between Diodes Incorporated (“Company”), a Delaware corporation with its principal place of business at 4949 Hedgcoxe Road, Suite 200, Plano, TX 75024, and Dr. KehShew Lu, an individual (“Employee”).

WITNESSETH:

WHEREAS, pursuant to Section 3.1 of the Agreement, the Agreement shall end of May 31, 2022;

WHEREAS, the Company and the Employee desire to modify certain provisions of the Agreement;

WHEREAS, this Amendment satisfies the conditions for amending the Agreement provided under Section 4.5 of the Agreement; and

WHEREAS, this Amendment is intended to, among other things, reflect the modification on the term of employment as provided in Section 3.1 of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Amendments.** As of the Effective Date, the Agreement is amended as follows:

a. Section 2.1(i) shall be entirely amended and restated to read as follows:

“an annual base salary of \$760,000, subject to such periodic changes, if any, as the Board of Directors may determine, less any applicable deduction therefrom for income tax or other applicable withholdings, payable in accordance with the Company’s standard practices and procedures;”

b. Section 3.1 shall be entirely amended and restated to read as follows:

“**Term.** Unless sooner terminated pursuant to Section 3.2 or due to Employee’s death, the term of the Employee’s employment by the Company under Section 1.1 shall commence on the date hereof and shall end on May 31, 2027 (the “Term”).”

c. In Section 3.3(a), reference to the Company’s 2013 Equity Incentive Plan shall be replaced with reference to the Company’s 2022 Equity Incentive Plan.

2. **Scope.** Except as otherwise provided in this Amendment, the provisions of the Agreement shall continue in full force and effect on and after the Effective Date.

3. **Defined Terms.** Except as otherwise defined in this Amendment, the capitalized terms in this Amendment shall have the same meaning as such terms have in the Agreement.
4. **Governing Law.** The validity, construction, and interpretation of this Amendment shall be governed in all respects by the procedural and substantive laws of the State of Texas applicable to contracts made and to be performed wholly within that State.

IN WITNESS WHEREOF, the parties have caused this Amendment to the Agreement to be duly executed and delivered as of the Effective Date.

COMPANY EMPLOYEE

/s/ Brett R. Whitmire /s/ Dr. Keh-Shew Lu
Brett R. Whitmire Dr. Keh-Shew Lu
Chief Financial Officer
Diodes Incorporated

