

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): March 17, 2023

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 Hedcoxe 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.**

Diodes Incorporated (the "Company") previously announced, on February 14, 2023, that Julie Holland, the Company's Senior Vice President, Corporate Operations will be retiring from the Company effective March 31, 2023.

On March 17, 2023, the Company and Ms. Holland entered into a transition letter agreement in which, effective April 1, 2023, Ms. Holland will become a part-time employee of the Company through September 30, 2023. The duration of the part-time employment may be extended by mutual agreement between the Company and Ms. Holland. Ms. Holland will be employed to assist the Company's Chief Executive Officer, Chief Financial Officer or Chief Operating Officer as needed pertaining to the Company's operations as needed. As of March 31, 2023, Ms. Holland will no longer be an executive officer of the Company

The foregoing summary does not purport to be a complete summary of the transition letter agreement and is qualified in its entirety by reference to the Agreement, a copy of which is filed herewith as Exhibit 10.1 and is incorporated by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

Exhibit Number	Description
10.1	<a href="#">Letter agreement dated March 17, 2023, by and between the Company and Julie Holland</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**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.

DIODES INCORPORATED

Date: March 17, 2023

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

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March 17, 2023

Julie Holland  
ADDRESS REDACTED

Dear Julie:

This letter confirms that effective as of the close of business on March 31, 2023 (the "Transition Date"), you have voluntarily resigned from the position of Senior Vice President, Corporate Operations with Diodes Incorporated (the "Company"). If requested, you will continue to serve in officer and director positions of Company subsidiaries or affiliated companies which you presently occupy, but agree that you shall voluntarily and promptly resign from any or all of them at any time upon the Company's request.

The Transition Date will not constitute a "separation from service" within the meaning of Internal Revenue Code (the "Code") Section 409A given that you will still be serving as a half-time employee of the Company.

**1. Transition And Payments.**

You will resign your position as the Senior Vice President, Corporate Operations ("SVP-CO") effective at the close of business on the Transition Date. As of the close of business on the Transition Date, you will cease to receive the life insurance benefits that you received as SVP-CO.

As of April 1, 2023 you will be employed in a part-time employee position, assisting the Company's Chief Executive Officer, Chief Financial Officer, or Chief Operating Officer as needed with matters pertaining to the Company's operations. As of the close of business on the Transition Date, you will cease to be an executive officer of the Company but your period of service as a Company officer will continue to be covered under the Company's officers and directors errors and omissions liability insurance policy.

**2. Additional Compensation And Benefits.**

Provided you remain in compliance with the terms of this letter agreement, upon the termination of your employment you or your estate will receive the following payments and benefits to which you are not otherwise entitled:

- i. payment of your currently annual base salary of \$400,000 in twelve pro rata payments each calendar month following the termination of your employment;
- ii. a monthly benefit allowance of \$1,413.94 towards the payment of your health insurance premiums for 12 months;
- iii. payment of the annual Executive Health Benefit of up to \$3,000, paid out in January following the date of your termination;
- iv. subject to clauses (v) and (vi) below, all of your outstanding Company time-based vesting restricted stock units shall continue to vest in accordance with their terms as if you were still employed full-time by the Company;

v. two-thirds of the outstanding performance stock units (rounded to the nearest whole number) which were granted to you in February 2021 will be eligible to vest in February 2024 in accordance with the terms of the applicable equity compensation plan and award agreement (and for avoidance of doubt the other one-third of such performance stock units shall be forfeited without consideration on February 1, 2023); and

vi. one-third of the outstanding performance stock units (rounded to the nearest whole number) which were granted to you in February 2022 will be eligible to vest in February 2025 in accordance with the terms of the applicable equity compensation plan and award agreement (and for avoidance of doubt the other two-thirds of such performance stock units shall be forfeited without consideration on February 1, 2023).

As further consideration, upon the termination of your part-time employment with the Company, the Company is willing to transfer to you your company-issued laptop on the condition that the Company be able to backup and wipe the hard drive. The Company is also willing to let you keep the cell phone number associated with your company-issued and employee-funded cell phone.

All payments and benefits under this letter agreement are subject to withholding requirements to satisfy any applicable federal, state or local tax withholding requirements.

**3. Additional Provisions.**

The additional terms and conditions set forth on Exhibit A are hereby incorporated by reference into and shall become part of this letter agreement. Within thirty (30) days of the Transition Date you must execute and deliver to the Company (and not revoke) the release of claims agreement in Exhibit A in order to receive the payments and benefits specified in Section 2 (to the extent not previously provided).

**4. Part-Time Employee Position**

Beginning April 1, 2023 you will serve in an at-will part-time employee position through September 30, 2023 in which you will be expected to work fifty percent (50%) of a full-time position on projects to be directed by the Company's CEO, CFO, or COO. This six-month duration of employment under this letter agreement may be extended by mutual agreement between you and the Company. Any request for an extension of this part-time employee assignment should be received no later than 30 days prior to the end of the then-current assignment.

During your employment with the Company in this part-time position, you will receive the following payments and benefits:

- i. An annual base salary of \$217,000 paid in accordance with Company payroll practices;
- ii. you will continue to have use of the Company provided laptop computer and cellphone service; and
- iii. you will continue to be eligible to participate in the Company 401(k) retirement plan and Executive Health Benefit.

The payments and benefits listed above in this Section 4 will cease upon termination of this part-time employee position.

DATED: March 17, 2023

By: /s/ Julie Holland  
Julie Holland

DATED: March 17, 2023

DIODES INCORPORATED

By: /s/ Keh-Shew Lu  
Keh-Shew Lu  
President and CEO

## EXHIBIT A

This release of claims agreement ("Agreement") is the release agreement referenced in Section 3 of the March 17, 2023 letter agreement entered into by and between Julie Holland ("you") and Diodes Incorporated ("Diodes").

5. **Release.** Except for the obligations undertaken in this Agreement, you hereby fully and forever release and discharge Diodes and its current and former parents, subsidiaries, affiliates, divisions, employees, trustees, fiduciaries, insurers, officers, directors, investors, shareholders, owners, attorneys, agents, successors, assignees, benefit plans, and representatives ("Releasees") from any and all claims, actions, suits, losses, rights, damages, costs, fees, expenses, accounts, demands, obligations, liabilities, and causes of action of every character, nature, kind or description whatsoever, known or unknown, foreseen or unforeseen, and suspected or unsuspected, arising out of, or relating to, any act or omission, whatsoever arising from, occurring during or related in any manner to your performance of work for Diodes, as well as the cessation of your performance of work for Diodes, including, without limitation, those arising out of the Employee Retirement Income Security Act of 1974, as amended; Title VII of the Civil Rights Act of 1964, which prohibits discrimination and harassment in employment based on race, color, national origin, religion and sex; the Family and Medical Leave Act, the Sarbanes-Oxley Act, the Fair Labor Standards Act, the Americans with Disabilities Act, which prohibits discrimination based upon disability or handicap; the Age Discrimination in Employment Act; the California Fair Employment and Housing Act and/or any other federal, state or local laws, common law, or regulations prohibiting employment discrimination, harassment, and/or retaliation. This Agreement also includes a release of any claim for breach of contract, wrongful termination, interference with contractual relations or economic advantage, defamation, misrepresentation, fraud, or wages. It is your intent to waive and release any and all claims that you may have against the Releasees as of the date of your execution of this Agreement.

Notwithstanding the foregoing, the parties are not waiving their right to enforce the terms of this Agreement or bring any other claims that cannot be released as a matter of law. Additionally, you are not waiving your rights to indemnification by Diodes or continued coverage under a Diodes directors and officers errors and omissions liability insurance policy.

6. **Waiver Of Unknown Claims.** It is the parties' intention that the foregoing release shall be construed in the broadest sense possible, and shall be effective as a prohibition to all claims, charges, actions, suits, demands, obligations, damages, injuries, liabilities, losses, and causes of action of every character, nature, kind or description, known or unknown, and suspected or unsuspected that you may have against the Releasees.

The parties expressly acknowledge that they are aware of the existence of California Civil Code § 1542 or any similar applicable law in the state of Texas and its meaning and effect. The parties expressly acknowledge that they have read and understand the following provision of that section which provides:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

You expressly waive and release any right to benefits you may have under California Civil Code § 1542 or any similar applicable law in the state of Texas to the fullest extent you may do so lawfully. You further acknowledge you may later discover facts different from, or in addition to, those facts now known to you or believed by you to be true with respect to any or all of the matters covered by this Agreement, and you agree this Agreement nevertheless shall remain in full and complete force and effect.

7. **Cooperation and Non-Disparagement.** You agree that you will facilitate a smooth transition of your current work to a person designated by Diodes.

You agree not to take, either directly or indirectly, any action detrimental to the interests of Diodes, including, but not limited to, negatively commenting on, disparaging or calling into question the business operations or conduct of the Diodes or its affiliated entities, or its past or present directors, executives, officers or agents.

8. **Fully Compensated.** You agree that up to the date of signing this Agreement, you have been fully compensated by Diodes for all amounts owed for salary or bonus. Diodes will reimburse you for your reasonable business expenses necessarily incurred in connection with the performance of your duties prior to the termination of your employment.

9. **No Admission Of Liability.** This Agreement shall not at any time or for any purpose constitute or be considered or deemed any admission of liability on the part of any party.

10. **Return of Property.** You agree that, by the termination of your employment, you will return to Diodes and not keep in your possession or under your control any confidential or trade secret information, nor any financial information nor any other property of Diodes, including keys, equipment, automobile or similar property. Nevertheless, you may keep your Diodes-provided computer and mobile phone after Diodes implements the appropriate exit procedures upon the said devices.

11. **Proprietary Information.** You agree to keep all proprietary information of the Company in the strictest confidence, and the same confidentiality obligation that applied to you as an employee of Diodes shall survive such termination and shall continue to be operative after the Transition Date.

12. **Warranties.**

(a) Each party represents and warrants that you/it has the full power, capacity and authority to enter into this Agreement, that no portion of any charge, claim, right, demand, action or cause of action that any party has or might have arising out of the transactions, omissions or acts referred to herein has been assigned, transferred or conveyed to any third party, by way of subrogation, operation of law or otherwise, and that no other agreement, release, or settlement is necessary from any other person or entity to release and discharge completely the other party from the claims specified above that may be held by such party.

(b) You expressly represent, warrant and covenant not to sue the Releasees to enforce any charge, claim or cause of action released pursuant to this Agreement. This covenant not to bring or maintain any action in law or equity shall be specifically enforced and the Releasees shall have standing to bring any such action for specific enforcement and shall be deemed a real party. This covenant does not apply to any suits or other proceedings to enforce the provisions of this Agreement. This covenant also does not preclude the filing of a charge with the Equal Employment Opportunity Commission.

(c) In the event you breach the covenant not to sue as set forth in Paragraph 8(b), subject to the limitations provided therein, and files any claim, charge or action with any court or administrative body that is released pursuant to this Agreement, you shall be liable for all damages incurred by the Releasees, including without limitation, compensatory damages as well as attorneys' fees and costs.

(d) The parties represent and acknowledge that in executing this Agreement, they do not rely and have not relied upon any representation or statement not set forth herein. You also represent and agree that you have entered into this Agreement voluntarily and without coercion or duress and have been given a reasonable amount of time to consider the Agreement.

(e) The parties expressly represent and warrant that you/it have/has not assigned or transferred or purported to assign or transfer to any person, firm, corporation, or other entity any claim, demand, right, damage, liability, debt, account, action, cause of action, or any other matter herein released. The parties agree to indemnify and hold the other party harmless against any claim, demand, right, damage, liability, debt, account, action, cause of action, cost or expense, including attorneys' fees, arising out of or any way connected with any liens, encumbrances, transfer or assignment, or any such purported claimed lien, encumbrance, transfer or assignment.

13. **General.**

(a) Except as otherwise provided herein, this Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements or understandings, either oral or written, between



them with respect to the subject matter hereof. Each party to this Agreement acknowledges that no representations, inducements, promises, or other agreements have been made by or on behalf of any party except those covenants, agreements and promises embodied in this Agreement. This Agreement is binding upon, and shall inure to the benefit of, the parties, their current and former respective agents, beneficiaries, employees, representatives, officers, directors, trustees, fiduciaries, divisions, subsidiaries, affiliates, heirs, predecessors, successors in interest, and shareholders.

(b) The provisions of this Agreement may not be altered, amended or repealed, in whole or in part, except by the written consent of the parties.

(c) If any term of this Agreement is declared invalid for any reason, such determination shall not affect the validity of the remainder of the Agreement. The remaining parts of this Agreement shall remain in effect as if the Agreement had been executed without the invalid term.

(d) This Agreement shall be deemed to have been executed and delivered in the State of Texas, and the rights and obligations of the parties shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

(e) Resolution of any and all disputes arising under this Agreement shall be submitted to arbitration under the terms hereof, which arbitration shall be final, conclusive and binding upon the parties, their successors and assigns. The arbitration shall be conducted in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (the "AAA Rules"). Arbitration shall be by a single arbitrator experienced in the matters at issue selected in accordance with the AAA Rules. The arbitration shall be held in Dallas, Texas. The decision of the arbitrator shall be final and binding as to any matters submitted to arbitration and shall be in lieu of any other action or proceeding of any nature whatsoever; and, if necessary, any judgment upon the arbitrator's decision may be entered in any court of record having jurisdiction over the subject matter or over the party against whom the judgment is being enforced. Except as required by law, the parties agree to keep confidential the existence and details of any dispute subject to this provision, including the results of arbitration.

Nothing in this Agreement shall prevent either party from seeking equitable and/or injunctive relief from any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim relief, as necessary, without breach of this Agreement and without abridgement of the powers of the Arbitrator.

In the event that a claim is submitted to Arbitration, the parties will be required to split the Arbitrator's fee equally. All fees, costs, and expenses of the arbitration, including attorneys' fees, shall be borne by the party incurring them. Any postponement or cancellation fee imposed by the arbitration service will be paid by the party requesting the postponement or cancellation, unless the Arbitrator determines otherwise. The Arbitrator must award attorneys' fees, costs and other expenses of Arbitration to the prevailing party, such that the prevailing party shall be reimbursed for all attorneys' fees, costs and expenses borne by that party, to the extent permitted by law. At the conclusion of the arbitration, each party agrees to pay promptly any arbitration award imposed against that party.

(f) Each of the parties acknowledges that this Agreement was jointly negotiated and reviewed and approved by them. The Agreement shall not be construed by any court of law or equity against any party by virtue of any party having drafted this Agreement.

(g) This Agreement may be executed in counterparts including facsimile counterparts. All counterparts when executed shall constitute one agreement binding upon all parties notwithstanding that all of the parties are not a signatory to the original or the same counterpart. A copy or facsimile of this Agreement shall have the same force and effect as the original.

(h) Each party shall bear his/its own attorneys' fees and costs incurred as a result of negotiating this Agreement.

(i) You, for yourself and on behalf of your respective agents, representatives, attorneys, and assigns, agree and warrant that you understand that as a material condition of this Agreement, and in exchange for

consideration hereunder, the existence of the Agreement together with its terms and conditions are to remain strictly private and confidential to the extent permitted by law, subject only to the exceptions set forth below.

You expressly agree that you will not disclose, discuss, consent to disclosure, or otherwise disseminate said information to anyone with the sole exceptions of your spouse, attorneys, accountants, financial advisors, and tax preparers, and shall instruct those individuals not to disclose the fact of this Agreement or the terms and conditions of this Agreement to anyone, unless specifically required by law, and in that event, only such information as the law permits or requires to be disclosed. Notwithstanding the foregoing, Diodes and you may disclose this Agreement in order to enforce the releases and covenants provided herein or as otherwise required by law.

You acknowledge and agree that any breach of this provision will cause damage to the Releasees in an amount or amounts difficult to ascertain. Accordingly, in addition to any other relief the Releasees may be entitled, they shall also be entitled to seek injunctive relief as may be ordered by any court of competent jurisdiction to prevent violation of this provision.

Notwithstanding anything to the contrary contained herein, no provision of this Agreement or any other Diodes agreement to which you are a party shall be interpreted so as to impede you (or any other individual) from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures under the whistleblower provisions of federal law or regulation. You do not need the prior authorization of the Company to make any such reports or disclosures and you shall not be required to notify the Company that such reports or disclosures have been made.

(j) Solely to the extent necessary to comply with Internal Revenue Code ("Code") Section 409A and avoid the imposition of taxes under Code Section 409A, if you are a Code Section 409A specified employee upon your separation from service Diodes shall defer payment of "nonqualified deferred compensation" subject to Code Section 409A payable as a result of and within six (6) months following your "separation from service" under this Agreement until the earlier of (i) the first business day of the seventh month following your "separation from service," or (ii) ten (10) days after Diodes receives written notification of your death. Any such delayed payments shall be made without interest. Notwithstanding anything else to the contrary, Diodes shall not be responsible for any other Code Section 409A taxes, interest or penalties that may be imposed on you and you shall have no recourse against Diodes for any other Code Section 409A taxes. Moreover, Diodes (including without limitation members of the Diodes Board of the Directors) shall not be liable to you or other persons as to any unexpected or adverse tax consequence realized by you and you shall be solely responsible for the timely payment of all taxes, interest and/or penalties that are imposed on you in connection with this Agreement or any other agreement between you and Diodes.

(k) **It is strongly recommended, urged, and advised that you discuss this Agreement with your attorney before executing it.** You expressly acknowledge that, in accordance with the Age Discrimination in Employment Act as amended by the Older Workers Benefit Protection Act, you have been provided at least 21 days to review and consider this Agreement before signing it. Should you decide not to use the full 21 days, then you knowingly and voluntarily waive any claim that you were not given that period of time or did not use the entire 21 days to consult an attorney or consider this Agreement.

You may revoke this Agreement at any time up to seven (7) calendar days following your execution of the Agreement, and this Agreement shall not become effective or enforceable until the revocation period has expired which is at 12:00:01 a.m. on the eighth day following your execution of this Agreement ("Effective Date"). If you decide to revoke this Agreement, such revocation must be in writing to Brett Whitmire, Chief Financial Officer, Diodes Incorporated, 4949 Hedgcoxe Road Suite 200, Plano, Texas 75024, and sent to him by facsimile or email no later than the end of the seventh day after you signed this Agreement.

Without limiting the scope of this Agreement in any way, you also certify that this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that you have or may claim to have under the Federal Age Discrimination in Employment Act ("ADEA"), as amended by the Older Workers Benefit Protection Act of 1990 ("OWBPA"), which is set forth at 29 U.S.C. § 621, et seq. This Agreement does not govern any rights or claims that may arise under the ADEA after the date this Agreement is signed by you.

DATED March 17, 2023

By: /s/ Julie Holland  
Julie Holland

DATED: March 17, 2023

DIODES INCORPORATED

By: /s/ Keh-Shew Lu  
Keh-Shew Lu  
President and CEO

