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**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**

**September 10, 2010**

**Date of Report (Date of earliest event reported)**

**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**

(I.R.S. Employer  
Identification No.)

**15660 Dallas Parkway, Suite 850**

**Dallas, Texas**

(Address of principal executive offices)

**75248**

(Zip Code)

**(972) 385-2810**

(Registrant's telephone number, including area code)

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))
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### Item 1.01. Entry into a Material Definitive Agreement.

Effective as of September 10, 2010, a wholly-owned subsidiary of Diodes Incorporated (the "Company") entered into an Investment Cooperation Agreement and a Supplementary Agreement to the Investment Cooperation Agreement (collectively, the "Agreements") with the Management Committee of the Chengdu Hi-Tech Industrial Development Zone (the "CDHT"). Under the Agreements, the Company has agreed to form a joint venture (the "JV") with a Chinese semiconductor manufacturer (the "Partner") to establish a semiconductor manufacturing facility (the "Facility") for the purpose of providing surface mounted component production, assembly and testing, and integrated circuit assembly and testing in Chengdu, People's Republic of China (the "Project"). The Company initially will own at least 95% of the JV. The Company is in the process of negotiating the definitive JV agreement, and the Agreements are subject to various conditions, including governmental approval of the environmental impact assessment and various other aspects of the Project.

The JV will develop the Facility in phases over a ten year period. The Company is expected to contribute at least US\$47.5 million to the JV in installments during the first three years. The CDHT will grant the JV a fifty year land lease, provide temporary facilities for up to three years at a subsidized rent while the JV builds the Facility and provide corporate and employee tax incentives, tax refunds, subsidies and other financial support to the JV and its qualified employees. If the JV fails to achieve specified levels of investment, the Agreements allow for a renegotiation for an alternative solution as well as the option to refund a portion of such financial support.

The foregoing summary is qualified in its entirety by reference to the copy of the Agreements, which are being filed as Exhibits 99.1 and 99.2 to this Current Report on Form 8-K.

### Item 9.01. Financial Statements and Exhibits.

#### (d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
99.1*	Investment Cooperation Agreement effective as of September 10, 2010, between the Company and the Management Committee of the Chengdu Hi-Tech Industrial Development Zone.
99.2*	Supplementary Agreement to the Investment Cooperation Agreement effective as of September 10, 2010, between the Company and the Management Committee of the Chengdu Hi-Tech Industrial Development Zone.

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\* Confidential treatment has been requested with respect to the omitted portions of both Exhibits, which portions have been filed separately with the Securities and Exchange Commission.

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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 hereunto duly authorized.

Dated: September 16, 2010

DIODES INCORPORATED

By /s/ Richard D. White

RICHARD D. WHITE,

Chief Financial Officer

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## EXHIBIT INDEX

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\* Confidential treatment has been requested with respect to the omitted portions of both Exhibits, which portions have been filed separately with the Securities and Exchange Commission.

成都高新技术产业开发区管理委员会

达尔香港控股有限公司

投资合作协议

Investment Cooperation Agreement\*

订立协议各方:

**Parties to the Investment Cooperation Agreement:**

甲方: 成都高新技术产业开发区管理委员会

Party A: Management Committee of the Chengdu Hi-Tech Industrial Development Zone ("Party A")

住所地: 成都市天府大道北段18号

Address: No.18, North Tianfu Avenue, Chengdu, People's Republic of China

邮政编码: 610041

Postcode: 610041

乙方: 达尔香港控股有限公司

Party B: DIODES HONG KONG HOLDING COMPANY LIMITED ("Diodes" or "Party B")

住所地: 香港九龙尖沙咀广东道30号新港中心第一座511室

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\* Confidential treatment has been requested with respect to all the redacted portions of the Investment Cooperation Agreement, which has been filed separately with the Securities and Exchange Commission.

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Address: Unit 511 5/F Tower 1, Silvercord 30 Canton Road, Tsimshatsui, Kowloon, Hong Kong.

甲、乙双方依据中华人民共和国现行法律、法规、政策之规定，就乙方提出在成都高新技术产业开发区（下称“成都高新区”或“高新区”）投资建设表面贴装元器件及封装测试生产项目与集成电路封装测试项目（下称“投资项目”或“项目”）相关事宜，经双方充分协商，并基于互惠互利的原则，达成如下合作协议，以供双方共同恪守。

In accordance with the existing People's Republic of China ("China") laws, orders, policies and regulations, with regard to Party B's proposed investment in a surface mounting component production and assembly and testing ("A&T") and integrated circuit A&T project (hereinafter referred to as the "Investment Project" or "Project") in Chengdu Hi-Tech Industrial Development Zone (hereinafter referred to as "CDHT"), both parties, based on the principle of mutual benefits, have reached an agreement and stated such an agreement in this Investment Cooperation Agreement (hereinafter referred to as the "Agreement") after full consultation between both parties. Both parties shall abide by this Agreement.

## 一、项目概述

### 1. Project Description

#### 1.1 项目名称：

Diodes 表面贴装元器件及封装测试生产项目与集成电路封装测试项目。

1.1. Project Name: Diodes Surface Mounting Component Production and A&T and Integrated Circuit A&T Project.

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1.2项目内容：乙方拟与成都亚光电子股份有限公司（下称“亚光公司”）在成都高新区西部园区四川成都出口加工区内、外分别设立合资企业（以下统称“项目公司”）以投资建设表面贴装元器件及封装测试生产项目与集成电路封装测试项目，其中乙方与亚光公司在拟成立的项目公司中的出资及所有权比例应分别定为95%和5%。但是乙方与亚光公司之间的项目公司出资及所有权比例有可能在任何时候由双方自行决定相对的增加或减少，甚至变为项目公司为乙方100%全资拥有及/或转换为一个无亚光公司参与出资的乙方自行经营的外商独资企业。

1.2. Project Details: Party B will set up joint venture companies (hereinafter referred to as the “Project Company”) with Chengdu Ya Guang Electronic Company Limited (hereinafter referred to as “Yaguang”) inside and/or outside the Sichuan Chengdu Export Processing Zone (hereinafter referred to as “EPZ”) located in the west park of CDHT to invest and operate the surface mounting component production and A&T and integrated circuit A&T Project. The investment and the ownership proportion of Diodes and Yaguang in the Project Company shall be initially set at 95% and 5%, respectively. The investment proportion and ownership of the Project Company may, however, increase or decrease at any time between Diodes and Yaguang at both parties’ discretion even to a point in which the Project Company is 100% fully owned by Diodes and/or converted into a Wholly Foreign Owned Enterprise operated solely by Diodes without Yaguang’s investment.

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### 1.3项目总投资及项目公司注册资本:

自项目公司成立之日算起第[REDACTED]年底时，项目公司投资总额合计不低于[REDACTED]，固定资产投资不低于[REDACTED]，注册资本不低于[REDACTED]。其中，自项目公司成立之日算起第[REDACTED]年底时，项目公司投资总额合计不低于[REDACTED]，固定资产投资不低于[REDACTED]，注册资本不低于[REDACTED]。甲方有责任协助乙方设立投资性公司，包括但不限于协助乙方申请政府审批和其他有关的行政许可申请援助，上述项目投资总额及项目公司注册资本将由此投资性公司负责投资。如乙方不符合设立投资性公司的法律规定，则上述项目投资总额及项目公司注册资本将由乙方直接投资。

1.3 The Total Project Investment and Registered Capital of the Project Company: At the end of the [REDACTED] year from the date of the establishment of the Project Company, the total investment shall be no less than [REDACTED], fixed assets investment shall be no less than [REDACTED], and the registered capital shall be no less than [REDACTED]. At the end of the [REDACTED] year from the date of the establishment of the Project Company, the total investment shall be no less than [REDACTED], fixed assets investment shall be no less than [REDACTED], and the registered capital shall be no less than [REDACTED]. Party A is obligated to assist Party B to set up an investment-oriented company, including, but not limited to, assistance in Party B's application of government approvals and other related

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administrative permits, which such investment-oriented company will be responsible for fulfilling the total investment and registered capital of the Project Company. If Party B is not qualified to set up an investment-oriented company by law, the total Project investment and the registered capital of the Project Company shall be directly invested by Party B.

1.4项目建筑面积：[REDACTED]年内达到约[REDACTED]，第[REDACTED]年至

第 [REDACTED]年内每年增加约[REDACTED]。其中：

1)投资项目投资强度不低于[REDACTED]。

2)建筑密度: 不低于[REDACTED]。

3)容积率:不小于[REDACTED]。( 如有特殊工艺要求，经相关部门批准后可适当降

低。 )

1.4 Construction Area of Project: The area shall reach about [REDACTED] in the [REDACTED] years. From the [REDACTED] to [REDACTED] year, the area shall increase by about [REDACTED] each year. Among which,

1) Investment intensity shall be no less than [REDACTED].

2) Building density shall be no less than [REDACTED].

3) Plot ratio (gross area building density) shall be no less than [REDACTED] (If there is a demand for special processes/techniques, there will be an

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appropriate reduction of the plot ratio upon the approval of the relevant government agencies.).

**1.5项目开工时间及建设周期：2010年内开工建设。乙方的项目一次性设计，乙方或**

**项目公司分次报建，按照项目设计分期建设，每期建设周期不超过12个月。**

1.5 Construction Starting Time and Construction Period: The Project construction shall start in year 2010. The Project design by Party B shall be a one-time Project design, and Project applications filed and reported at multiple times by Party B or the Project Company. The Project will be constructed in phases in accordance with the Project design, with the construction period of each phase not exceed twelve (12) months.

**1.6**

**项目经济指标预测：自项目公司成立之日起第[REDACTED]年，项目预计年产能约**

**[REDACTED]，年产值约[REDACTED]，年纳税约[REDACTED]；自项目公司成立之日**

**起第**

**[REDACTED]年，项目预计年产能约[REDACTED]，年产值约[REDACTED]，年纳税约**

**[REDACTED]。双方确认并同意本协议之项目经济指标预测不是一个最终的预测，此预**

**测可以随时调整以满足地方、国家或世界目前或未来的任何社会及经济的发展、政府和**

**商业的要求。**

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1.6 Project Economic Indicators Forecast: In the [REDACTED] year after the establishment of the Project Company, the Project's estimated annual production will be [REDACTED], with an annual output value of [REDACTED] and an annual tax payment of [REDACTED], respectively. In the [REDACTED] year after the establishment of the Project Company, the Project's estimated annual production will be [REDACTED], with an annual output value of [REDACTED] and an annual tax payment of [REDACTED], respectively. Both Parties acknowledge and agree that the Project Economic Indicator Forecast as stated in this Agreement is not a definitive forecast and may be adjusted from time to time to meet any present or future local, state or world societal or economic developments, government and/or business requirements.

## 二、甲方承诺

### 2. Party A Promises

2.1、在项目满足成都市关于工业项目建设用地容积率（ [REDACTED] ）和投资强度（ 电子设备制造业为[REDACTED] ）的前提下，为支持乙方的投资，甲方承诺将根据项目建设进度向项目公司分期提供位于成都高新区西部园区出口加工区内面积约为[REDACTED]（ 约[REDACTED]，最终面积以高新区规划建设局批准的项目公司总平方案所需面积为准，地块的位置示意图参见本协议附件 ）的土地（ 以下称“项目用地” ）用于本协议项下的项目建设，并保留约[REDACTED]的土地用于项目未来的后期建设及进一步的发展工程(其中，约[REDACTED]是在出口加工区内，约[REDACTED]是在出口加工区外)。该项目用地使用权期限为50年，地块供地方式为：挂牌，挂牌底价按净用地[REDACTED]测算（ 含土地出让金 ）或以挂牌时国家颁布的土地最低出让价格为准。土地出让契税由项目公司依法缴纳。该项目用地使用权期限到期之后，双方可按照当时的法律法规规定并按照当时的公平市场价值协商另签一份含有公平和合理的条款和条件的协议来延长项目用地使用权期限。

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2.1. Under the preconditions that the Project meets the requirements of construction land plot ratio (**[REDACTED]**) and investment intensity (**[REDACTED]**) applied to electronic equipment manufacturing) of Chengdu's industrial projects, Party A promises to provide land (hereafter referred to as "the Land") to the Project Company in phases according to Project construction progress to support Party B's investment. The Land will be located in EPZ of the west park of CDHT, with an area of **[REDACTED]** (about **[REDACTED]**, the final size of the area shall be determined by the Project Company's total area requirement approved by CDHT Planning and Construction Bureau) for construction under this Project (please refer to the location block diagram attached to this Agreement). An additional Land with an area of approximately **[REDACTED]** (of which, approximately **[REDACTED]** shall be land located within the EPZ, and approximately **[REDACTED]** shall be land located outside

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the EPZ) will be reserved for future construction and further development of the Project. The term of the Land use right is fifty (50) years. The Land will be provided by listing, and the reserve price for the Land will be calculated according to the net land area and the price of [REDACTED] (land transfer payment included), or the minimum land transfer price issued by the government at the time of the listing. The deed tax shall be paid by Project Company according to the law. After the Land use right expires, both parties shall negotiate and sign an agreement, containing reasonable and justified terms and conditions, to extend and continue the right to use the Land in accordance with the then existing laws and regulations and in accordance with the then fair market value.

2.2、甲方承诺乙方若乙方或项目公司项目用地竞买成交，由乙方或项目公司与成都市国土资源局签订《国有建设用地使用权出让合同》，该宗土地的地价款以成交价为准

。

2.2. Party A promises Party B that if Party B or the Project Company wins the listing for the Land, Party B or the Project Company shall sign the *Land Use Right Transfer Contract of State-owned Construction Land* with the Chengdu Land and Resources Bureau. With regard to the final land price, the agreed price shall prevail.

2.3、甲方承诺乙方或项目公司取得项目用地时，土地应具备规划红线外三通(即水、电、路通)和规划红线内原地貌自然平整(即，宗地内无应赔而未赔的建(构)筑物、青苗及其它地上附着物，宗地内不存在影响施工的空中障碍物)。甲方承诺乙方，甲方将提供地块外围基础设施达到“七通一平”市政配套，并满足项目公司需求(即自来水、雨污水排放、天然气、通讯管网、电力配套至用地相邻市政道路同侧及场地自然平整)。

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2.3. Party A shall ensure the Land provided to Party B or the Project Company has access to three (3) rights (i.e. water, power, and road) beyond the redline and a plain & normal feature of the land inside the redline (in other words, in the land there is no building or structure yet to be compensated, no young crops or other ground fixtures, and no obstruction in the air to affect construction). Party A promises Party B that Party A shall provide related municipal utilities and infrastructure of Seven Connections and One Leveling and ensure it meets the requirements of the Project Company (i.e. tap water, rainwater discharge, sewage, natural gas supply, telecommunication network, and electric power supply being connected to the same side of the adjacent municipal road of the land and proper land leveling).

2.4、甲方承诺乙方，甲方会为乙方及项目公司项目的建设、营运提供全方位服务，协助乙方及项目公司办理相关手续。

2.4. Party A promises Party B that Party A will provide Party B and the Project Company with all-dimensional services for the Project construction and operation, and provide assistance regarding related procedural matters.

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2.5、甲方同意，乙方或项目公司在必要时可以将所取得之上述土地转让给乙方或项目公司自行选择决定的第三方，但不得改变用地性质，转让过程中所发生的有关税费依法律规定办理。

2.5. Party A agrees that the above-mentioned Land acquired by Party B or the Project Company can be transferred to a third party selected by Party B or the Project Company in its sole discretion. However, the usage of the land shall not be changed. Relevant taxes and fees resulted from the transfer shall be handled according to the laws.

2.6、乙方或项目公司所拥有之厂房可由乙方或项目公司部份自行出租给乙方配套的第三方使用。

2.6. Party B or the Project Company can, of its own accord, lease part of the factory buildings owned by Party B or the Project Company to Party B's or the Project Company's coordinated third party.

2.7、乙方或项目公司应享有不低于[REDACTED]或[REDACTED]之关联企业所享有之任何较优惠待遇或补贴。

2.7. Party B or the Project Company shall enjoy incentives not less favorable than preferential treatments or subsidies granted to the [REDACTED] or [REDACTED]'s affiliated enterprises.

2.8本协议或其它补充协议所述及之所有优惠或补贴均为独立且单独计算之优惠或补贴。

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2.8. All preferential treatments or subsidies stated in this Agreement or its supplementary agreements are independent and separately calculated preferential treatments or subsidies.

### 三、乙方承诺：

#### 3. Party B Promises:

3.1、本协议签署后，乙方在2010年10月31日前完成项目公司在成都高新区的审批及工商、税务注册登记手续，项目公司成立时注册资本不低于5000万美元（此投资金额依当时的法律法规规定在2年内分期到位，但如果由乙方自行确定必要时可依当时的法律法规规定申请再延长一年完全到位），投资规模按期达到本协议1.3条所述金额，在成都高新区的实际经营期限不少于10年。

3.1. After signing of this Agreement, Party B shall finish approval procedures, business registration, and tax registration of the Project Company in CDHT by October 31, 2010. The initial registered capital of the Project Company shall be no less than USD 50 million (such amount shall be invested into the Project Company in phases within two (2) years according to existing laws and regulations but, if necessary as solely determined by Party B, can extend one (1) more year before the full investment is made completely in accordance with existing laws and regulations), and the investment scale shall reach the amount and based on the schedule stated in Article

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1.3 of this Agreement. The actual duration of operation of the Project Company in CDHT shall be no less than ten (10) years.

### 3.2、项目公司完成成都高新区的审批及工商、税务注册登记手续后30

日内与成都高新区规划建设局（代表高新区管委会）签署《成都高新区项目建设、投产协议书》（下称“促建协议”），该协议作为本协议附件。

3.2. The Project Company shall sign the *Chengdu Hi-Tech Zone Project Construction & Operation Agreement* (hereinafter referred to as “Construction Promotion Agreement”) with CDHT Planning and Construction Bureau (on behalf of the Management Committee of CDHT) within thirty (30) calendar days after the Project Company has completed the approval procedures, business registration and tax registration. The Construction Promotion Agreement serves as a supplementary attachment to this Agreement.

### 3.3、乙方应按照适用的法律和法规确保项目符合环保、安全要求。

3.3. Party B shall ensure the Project meets environmental and safety requirements in accordance with applicable laws and regulations.

四、如一方非基于外部因素而违约的，如果在违约发生之后另一方给予违约方90天治愈违约而违约方无法治愈违约之时，另一方有权依法追究其违约责任。如乙方违反本协议承诺，并导致本协议目的不能实现的，甲方应给予乙方90天的时间治愈本协议之内的任何承诺违约，包括双方可决定以另外办法来解决本协议之内的任何承诺违约。如果乙方无法治愈本协议内的承诺违约，甲方有权以书面通知乙方终止本协议并终止继续提供相关优惠政策及补贴，乙方和/或项目公司须对已累计享受的固定资产实际投资额现金补贴减去按固定资产实际投资额的[REDACTED]补贴的部分予以退回甲方。然而无论在任何情况之下，乙方和/或项目公司退还甲方金额不应超过任何乙方和/或项目公司从甲方收到的所享有的补贴或优惠。

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4. Should any party to this Agreement default due to non-external factors, the other party is entitled to the right to invoke the defaulting party's responsibilities for breach accordingly to the law only after giving the defaulting party ninety (90) calendar days to cure the default and the default party fails to cure such default. If Party B breaches the commitments stated in this Agreement, to the extent that the purpose of this Agreement cannot be realized, Party A shall give ninety (90) calendar days to Party B to cure the breach of such commitment stated in this Agreement, including both parties coming to an agreement of an alternative solution; thereafter, if Party B fails to cure the breach, Party A, upon prior written notification to Party B, shall then be entitled to stop continue to provide incentives and subsidies, and Party B and/or the Project Company should refund a portion of the enjoyed fixed asset investment subsidies to Party A equal to an amount of the total enjoyed fixed asset investment subsidies minus the [REDACTED] subsidy for the actual fixed asset investment. In no event, however, shall Party B and/or the Project Company refund Party A such enjoyed subsidies or incentives more than the amount Party B and/or the Project Company received from Party A.

五、除中国，美国或其他国家规定的法庭命令、法律和法规之需求，双方同意未经  
保密信息提供方许可，双方之间交流的任何保密信息不得向本协议以外的非关联之其他  
个人或单位透露。

5. Except as otherwise required by court orders, laws and regulations in China, the United States of America, or other countries, both parties agreed that without the approval by the confidential information provider, any confidential information

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contained in communications between both parties shall not be disclosed to any non-affiliated third party (either individuals or organizations).

六、双方同意本协议按照中华人民共和国法律来解释，由本协议引起或与本协议有关的任何争议须按中华人民共和国法律解决。因执行本协议发生争议，由争议各方协商解决，协商不成，由在北京的中国国际贸易促进委员会（下称“仲裁委”）根据其仲裁规则仲裁解决。仲裁委成员不超过三名仲裁员且必须至少包括一名外籍仲裁员，仲裁审理由中英文双语进行。

6. Both parties agree to interpret this Agreement according to the laws of China. Any dispute arising from this Agreement or matters related to this Agreement shall be resolved according to laws of China. Any dispute arising from the implementation of this Agreement shall be resolved through consultation. If consultation fails, the dispute should be resolved through the arbitration of the China Council for the Promotion of International Trade in Beijing, China (the "Arbitration Commission") using its arbitration rules. The Arbitration Commission should compose of no more than three (3) arbitrators and include at least one arbiter of foreign nationality, with both Chinese and English languages being permitted at the arbitration hearings.

七、本协议经双方法定代表人或授权委托代理人签字并加盖单位公章后生效。

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7. This Agreement takes effect after this Agreement is signed by both parties' respective legal representatives or authorized agents and affixed with both parties' official seals.

八、本协议未尽事宜，可由双方另行协商并签订补充协议，作为协议附件。协议附件是协议的组成部分，与本协议具有同等法律效力。

8. Any matter not mentioned under this Agreement can be otherwise consulted between the two parties and enter a separate supplementary agreement as an attachment to this Agreement. The supplementary agreement will form an integral part of this Agreement and has the same and equal legal validity and effect.

九、本协议以中英文两种语言拟就，具有同等效力，中、英文有歧义时，以中文为准。

9. This Agreement is drafted and executed in both Chinese and English. Both versions are equally valid and enforceable. Should any discrepancy arises from both translations, the Chinese version shall prevail.

十、本协议在中国成都签订。本协议一式6原份，甲乙双方各执3原份。

10. This Agreement is signed in Chengdu, China. There are 6 originals, and each party holds 3 originals.

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## 十一、法律变化

在本协议签署之后，若中国政府（包括中央、省级、市级或地方）颁布了新的法律、法规或规章，或修改或废止了某些法律、法规或规章，或对某些法律、法规或规章作出与以前不同的解释或采取与以前不同的实施方法，使乙方或项目公司在本协议下的经济利益遭受损失，则甲、乙双方须在任何前述事件发生后六十天内协商作出必要的调整，以保障乙方或项目公司在本协议下的经济利益不逊于上述法律、法规或规章未颁布、修改、废止或有关之不同的解释尚未作出、不同之实施方法尚未采取时，乙方或项目公司原可以得到的经济利益。

### 11. Change of Law

After the signing of this Agreement, if new laws, regulations or rules are promulgated or any laws, regulations or rules are modified or cancelled, or such laws, regulations or rules are interpreted or implemented differently from when the Agreement is entered into, by the PRC government (including the central, provincial, municipal or local government and/or its departments), which render Party B or the Project Company hereto to sustain material losses in economic benefits provided for in this Agreement, Parties hereto shall, within sixty (60) calendar days after the occurrence of any of the above described events, make necessary adjustment through consultations between both Parties to ensure the economic benefits enjoyed by Party B or the Project Company to be no less than Party B or the Project Company would have enjoyed if such promulgation, modification or cancellation of such laws, regulations or rules had not taken place or the different interpretation or implementation had not been made.

## 十二、其它

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12. Others

12.1、本协议构成双方就本协议中之内容所达成的全部协议，并取代在此之前本协

议各方就此等内容达成的所有谅解、信函、协议和合同。

12.1. This Agreement shall constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and supersede all prior understanding, communication, agreement and contract in respect of the subject matter hereof.

12.2、任何一方未能或迟延行使其在本协议项下之任何权利或特权均不构成弃权，其部分行使任何权利或特权亦不排除其进一步行使任何该权利或特权。当发生对本协议任何条款的违约时，任何一方在任何时候对该违约的追偿权的放弃不应视为其对以后违约的追偿权的放弃，或被视为放弃其在该条款项下的权利或其在本协议下的其他权利

。

12.2. Failure or delay on the part of any Party to exercise any right or privilege under this Agreement shall not operate as a waiver nor shall any partial exercise of any right or privilege preclude any further exercise thereof. Any waiver by a Party at any time of a breach of any term or provision of this Agreement shall not be construed as a waiver by such Party of any subsequent breach, its rights under such term or provision, or any of its other rights hereunder.

12.3、本协议任何部分的无效或失去效力不影响本协议其余部分的有效性。

12.3. Invalidity or avoidance of any part Agreement shall not affect the validity of the other parts hereof.

12.4、乙方在经双方协商后，有全权转让或移转本协议和/或本协议任何修订或补充协议之下的任何权利、义务及利益于任何乙方的子公司或分支机构。

12.4. After negotiation by both parties, Party B shall have the full right to transfer or assign any of its rights, obligations and benefits under this Agreement and/or any amendment or supplement to this Agreement to any of Party B's subsidiaries or affiliates.

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本协议附件：土地位置示意图

The supplementary attachment to this Agreement: Location block diagram.

甲方：成都高新技术产业开发区管理委员会

Party A: Management Committee of the Chengdu Hi-Tech Industrial Development Zone

法定代表人（委托代理人）

Legal Representative (Authorized Agent)

（签字）：

(Signature):

乙方：DIODES HONG KONG HOLDING COMPANY LIMITED（中文译名：达尔香港控股有限公司）

Party B: DIODES HONG KONG HOLDING COMPANY LIMITED

法定代表人（委托代理人）

Legal Representative (Authorized Agent)

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( 签字 ) :

(Signature):

签订时间 : 2010年 月 日

Signing Date: 2010

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# DIODES项目位置示意图

项目位置



成都高新技术产业开发区管理委员会

达尔香港控股有限公司

投资合作协议之补充协议

Supplementary Agreement

to the Investment Cooperation Agreement\*

甲方：成都高新技术产业开发区管理委员会

Party A: Management Committee of the Chengdu Hi-Tech Industrial Development Zone ("Party A")

住所地：成都市天府大道北段18号

Address: No.18, North Tianfu Avenue, Chengdu

邮政编码: 610041

Postcode: 610041

乙方：达尔香港控股有限公司

Party B: DIODES HONG KONG HOLDING COMPANY LIMITED ("Diodes" or "Party B")

住所地：香港九龙尖沙咀广东道30号新港中心第一座511室

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\* Confidential treatment has been requested with respect to all the redacted portions of the Supplementary Agreement to the Investment Cooperation Agreement, which has been filed separately with the Securities and Exchange Commission.

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Address: Unit 511 5/F Tower 1, Silvercord 30 Canton Road, Tsimshatsui, Kowloon, Hong Kong.

根据中华人民共和国相关法律法规和双方于2010年 月

日签署的《投资合作协议》，经充分协商，就《投资合作协议》达成如下补充约定，以

供双方共同遵照执行。

In accordance with the *Investment Cooperation Agreement* signed on \_\_\_\_ 2010 under the relevant laws and regulations of the People's Republic of China ("China"), after a full consultation, both parties have reached a supplementary agreement to the *Investment Cooperation Agreement* (the "Supplement") to be observed and implemented by both parties.

## 1、项目用地

### 1. Project Land

在项目公司根据《投资合作协议》2.1条约定于每次取得土地缴纳每一块土地价款后

30个工作日内，[REDACTED]，土地出让契税由项目公司依法承担。

[REDACTED] after the Project Company pays for cost of each parcel of Land it acquires according to Article 2.1 of the Investment Cooperation Agreement. The deed tax shall be paid by the Project Company according to law.

## 2、厂房

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## 2. Workshop

甲方将在项目公司建设期间于高新区西部园区出口加工区内提供建筑面积约5000平方米的临时过渡厂房，自项目公司租赁该临时过渡厂房之日起3年内提供5元人民币/平方米/月的租金补贴。自项目公司注册成立之日起5年内，甲方将根据项目需求进度分期代建生产厂房、电镀及动力厂房、适当的污水处理设施（建筑面积总计不超过[REDACTED]）。自项目公司租用首批代建厂房及有关设施之日起3年内，项目公司按建设成本（本金+同期银行贷款利息+3%工程管理费）分年度（按第一年30%购回、第二年30%购回、第三年40%购回的比例）购回上述生产厂房、电镀及动力厂房、适当的污水处理设施

。

During the Project construction period, Party A will provide temporary workshops with a floor space of 5,000 square meters (m<sup>2</sup>) in the Sichuan Chengdu Export Processing Zone (hereinafter referred to as "EPZ") of the west park of CDHT and with a rental subsidy of 5 RMB/m<sup>2</sup>/month for the first three (3) years from the start of the lease of the temporary workshops. Within five (5) years from the registration of the Project Company, Party A will build workshops, including plating workshop, electrical/power workshop, suitable waste water treatment facilities (construction area should be no more than [REDACTED]) in phases according to Project needs. Project Company shall buy back these workshops, including plating workshop, electrical/power workshop, suitable waste water treatment facilities at a price equal to the construction cost (initial investment + bank loan interest + 3% of Project management fee) in

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phases within three (3) years (30% buyback for first year, 30% buyback for second year and 40% buyback for third year) since the Project Company leases the first batch of workshops and facilities.

### 3、员工宿舍

不迟于项目公司开始使用甲方所提供的临时过渡厂房之日起，甲方将在高新区西部园区提供满足项目需要的员工宿舍供项目公司租用。

#### 3. Employee Dormitories

Party A will provide suitable employee dormitories inside west park of CDHT for the Project Company lease no later than the date when the Project Company begins to use the temporary workshop provided by Party A.

### 4、税收及财政扶持

#### 4. Tax and Financial Support

1) 根据国家现行企业所得税法律法规的规定，项目公司经认定为高新技术企业可减

按15%的税率征收企业所得税。根据国家关于西部大开发的相关政策，对设在西部地区

国家鼓励类产业的外商投资企业减按15%的税率征收企业所得税。甲方将积极协助公司

申请高新技术企业认定。（如国家税收政策出现变化，按国家新的税收政策执行）

1) Based on the existing Corporate Income Tax laws and regulations, Project Company can enjoy a Corporate Income Tax ("CIT") rate of 15% if qualified as a Hi-Tech Enterprise. According to the national "Go West" policies, foreign-invested

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enterprises of encouraged industries and located in the western region will enjoy a reduced CIT rate of 15%. Party A will proactively help the Project Company to apply for Hi-tech Enterprise ratification. (If the government tax policies have some changes, the new tax policy shall apply.)

2 ) 不论项目公司在四川成都出口加工区内或外选址，自项目公司获利年度起

[REDACTED]年内，甲方对[REDACTED]归属于成都高新区地方[REDACTED]，自项目

公司获利年度起第[REDACTED]年至第[REDACTED]年就[REDACTED]，每年于[REDA

CTED]后

[REDACTED] ( 目前[REDACTED]成都高新区地方留成比例分别为[REDACTED] )

2) Regardless of whether the Project Company chooses to locate inside or outside the Sichuan Chengdu EPZ, for the [REDACTED] that are paid by the Project Company, the Project Company will [REDACTED] that are of CDHT for the [REDACTED] years starting with the first profitable year and a [REDACTED] from the [REDACTED] to [REDACTED] year. The Project Company will be [REDACTED] after the Project Company clears its [REDACTED] (the current ratio of the CDHT portion of [REDACTED] is [REDACTED], respectively).

3 ) 从项目公司成立年度起[REDACTED]年内，[REDACTED]项目公司所聘请的

[REDACTED]的高新区地方留成部分的[REDACTED]，每年于[REDACTED]后[REDA

TED] ( 目前高新区地方留成比例为[REDACTED] ) 。

3) For the [REDACTED] years after the establishment of the Project Company, [REDACTED] of the CDHT portion of the [REDACTED] included) hired by Project

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Company [REDACTED]. The [REDACTED] after the Project Company clears its [REDACTED] (the current ratio of the CDHT portion of [REDACTED]).

4) 自项目公司设备搬入起[REDACTED]年内，甲方按项目[REDACTED]金额的[REDACTED]向项目公司提供[REDACTED]；自项目公司设备搬入起第[REDACTED]年至第[REDACTED]年内，甲方按项目[REDACTED]额的[REDACTED]提供[REDACTED]，包括但不限用于降低项目的动能、物流、贷款、员工培训等成本开支。项目公司[REDACTED]的实施办法是项目公司次年一季度向甲方提交有资质的会计师事务所出具的审计报告，甲方根据审计报告显示的[REDACTED]额[REDACTED]。

4) For the [REDACTED] years from the Project Company moves in its equipment, Party A will provide the Project Company with [REDACTED] equals to [REDACTED] of the amounts of [REDACTED]; for the [REDACTED] to the [REDACTED] year, Party A will provide [REDACTED] equals to [REDACTED] of the amounts of [REDACTED], including, but not limited to, expenditures used to lower the Project Company's costs of utilities, logistics, loans, staff training, et cetera. The method of [REDACTED] to Project Company is that the Project Company provides Party A with audit reports issued by credible accounting firms in the first quarter of the second year, then Party A [REDACTED] corresponding with the amounts of [REDACTED] as shown in audit reports.

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## 5、特大城市市政基础设施配套费

### 5. Large Municipal Supporting Infrastructure Charge

成都市现行特大城市市政基础设施配套费（按实际建筑面积计价）标准为160元/平

方米，甲方[REDACTED]征收本项目建设所涉及的特大城市市政基础设施配套费。

The current rate of Chengdu's Large Municipal Supporting Infrastructure Charge (charged according to the actual floor space) is RMB 160/m<sup>2</sup>. All Large Municipal Supporting Infrastructure Charges involved in the construction of the Project [REDACTED] by Party A.

## 6、安家补贴

### 6. Relocation Subsidy

按《成都市鼓励企业引进急需高层次人才暂行办法》（成办发[2007]21号）规定，

对项目公司申请并获得批准的从成都市行政区域外引进到项目公司工作并签订3年以上的

劳动合同、具有正高级职称或博士学位的人才，甲方承诺成都市每人每月给予1000元人

民币的安家补贴，期限3年。

Base on the *Provisional Measures for Encouraging Enterprises to Introduce Urgently Needed High Level Talents in Chengdu* (Chengdu Administration

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Announcement [2007] No.21), after application and approval, Party A promises that the Chengdu city would give Project Company's employees, with senior professional title or doctoral degree and have each signed a labor contract for at least three (3) years, a relocation subsidy of RMB 1,000/person/month continuously, for a period of three (3) years.

## 7、就业奖励

### 7. Employment Incentive

项目公司雇用高新区持《失地无业农民再就业证》和《下岗失业人员再就业优惠证

》的人员并签订一年以上劳动合同、办理社会保险的，甲方承诺给予项目公司500元人

民币/人的就业奖励。

If the Project Company hires holders of Certificate for Re-employment of Relocated Farmers or Preferential Certificate for Re-employment of Laid-off Workers and with each a labor contract of one (1) year or above and with social security paid by the Project Company, Party A promises and will grant the Project Company an incentive of RMB 500/person.

## 8、服务

### 8. Services

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甲方将为项目公司提供包括企业设立、建设、营运、高新技术企业认证、人才招聘和培训等方面的协调服务，并有责任积极协助项目公司办理与政府相关的所有事宜。

Party A will provide the Project Company with coordination services, including company establishment, construction, operation, Hi-tech enterprise ratification, recruitments and training, and is obligated to proactively assist the Project Company to go through government-related formalities.

#### 9. 对项目未来发展的支持

甲方积极支持乙方或其母公司在四川及成都进行[REDACTED]产品应用，具体落实方式由甲方与乙方或其母公司另行商议确定。

#### 9. Supporting Project's Future Development

Party A will actively support Party B or it's parent company to do implementation use of [REDACTED] product. The detailed implementation procedure will be discussed and decided by Party A and Party B.

#### 10、知识产权保护

#### 10. Intellectual Property Rights Protection

甲方承诺对任何涉及项目的知识产权侵权行为做出快速、透明、公正的处理，以充分保护项目公司的知识产权。

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Party A commits to fully protect the Project's Intellectual Property rights ("IPR"). Any case related to the infringement of the Project Company's IPR will be handled rapidly, transparently and fairly.

11、除中国，美国或其他国家规定的法庭命令、法律和法

规之需求，双方同意未经保密信息提供方许可，双方之间交流的任何保密信息不得向本

补充协议以外的非关联之其他个人或单位透露。

11. Except as otherwise required by laws and regulations in China, the United States of America, or other countries, both parties agreed that without the approval by the confidential information provider, any confidential information contained in communications between the parties shall not be disclosed to any non-affiliated third party (either individuals or organizations).

12、本补充协议为《投资合作协议》不可分割之部分，与《投资合作协议》具有同等法律效力。

12. This Supplement is an integral part of the *Investment Cooperation Agreement* and has the same and equal legal validity and effect.

13、双方一致确认，如《投资合作协议》与本补充协议有冲突之处，以本补充协议约定为准，其它事项仍按《投资合作协议》的约定执行。

13. Both parties agreed that if there is any contradiction between this Supplement and the *Investment Cooperation Agreement*, the terms and conditions of this Supplement shall prevail. Other terms and conditions under the *Investment Cooperation Agreement* shall continue to apply.

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14、本补充协议经甲、乙双方法定代表人或授权委托代理人签署并加盖单位公章后

即行生效。

14. This Supplement takes effect after it is signed by both Parties' respective legal representatives or authorized agents and affixed with both parties' official seals.

15、本补充协议在中国成都签订。本补充协议一式6原份，甲乙双方各执3原份。

15. This Supplement is signed in Chengdu, China. There are 6 originals, and each party holds 3 originals.

16、本补充协议以中英文两种语言拟就，具有同等效力。中、英文有歧义时，以中

文为准。

16. This Supplement is drafted and executed in both Chinese and English. Both versions are equally valid and enforceable. Should any discrepancy arises from both translations, the Chinese version shall prevail.

甲方：成都高新技术产业开发区管理委员会

Party A: Management Committee of the Chengdu Hi-Tech Industrial Development Zone

法定代表人（委托代理人）

---

Legal Representative (Authorized Agent)

( 签字 ) :

(Signature):

乙方 : DIODES HONG KONG HOLDING COMPANY

LIMITED ( 中文译名 : 达尔香港控股有限公司 ) Party B: DIODES HONG KONG HOLDING COMPANY LIMITED

法定代表人 ( 委托代理人 )

Legal Representative (Authorized Agent)

( 签字 ) :

(Signature):

签订时间 : 2010 年 月 日

Signing Date: 2010