
**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): April 3, 2008

DIODES INCORPORATED

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

1-5740
(Commission File Number)

95-2039518
(I.R.S. Employer Identification No.)

15660 North 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))
-
-

Item 1.01. Entry into a Material Definitive Agreement.**Acquisition of Zetex plc**

On April 3, 2008, Diodes Incorporated (the “Company”) entered into an purchase agreement with Zetex plc, a company incorporated in England and Wales (“Zetex”), pursuant to which the Company would make an offer (through its wholly owned subsidiary, Diodes Holdings UK Limited, a company incorporated under the laws of England and Wales) to purchase the outstanding ordinary capital stock of Zetex for a cash purchase price of 85.45 pence per share, valuing the fully diluted share capital of Zetex at approximately U.S. \$176.3 million (based on the U.S.\$:GBP\$ exchange rate of 1.9778). The acquisition is expected to be funded by a combination of the Company’s cash resources and the financing arrangements described in Item 2.03 below. The acquisition is expected to close on or about June 13, 2008.

The acquisition would be implemented by way of a court approved scheme of arrangement under Section 895 of the United Kingdom Companies Act of 2006 and is subject to customary conditions, including the approval of a majority in number of Zetex’ shareholders who vote with respect to the scheme of arrangement and who represent not less than 75% in value of the shares voted, together with court approval. Zetex’ directors have agreed to unanimously recommend that Zetex’ shareholders vote in favor of the scheme of arrangement, and the Company has received undertakings to vote in favor of the scheme of arrangement from the holders of approximately 56.5% of the outstanding ordinary share capital of Zetex. Such undertakings are irrevocable except in specified circumstances. Zetex has agreed to pay the Company a fee of GBP\$891,299 in certain circumstances, including in the event a “competing proposal” (as defined) is effected. The purchase agreement sets forth, among other things, various matters in relation to the implementation of the scheme of arrangement, cooperation in relation to the acquisition, the conduct of Zetex’ business prior to the effective date, and solicitation of competing proposals.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**Letter of Credit**

On March 31, 2008, the Company obtained from UBS Financial Services Inc. an Irrevocable Standby Letter of Credit (“Letter of Credit”) in favor of Diodes FabTech Inc., a wholly-owned subsidiary of the Company (“Beneficiary”), in an aggregate amount of U.S. \$165 million, available for payment to the order of the Beneficiary on demand. Draws under the Letter of Credit will be deemed to be a margin loan against the Company’s approximately U.S. \$320 million of auction rate securities.

Foreign Exchange Agreement

On April 3, 2008, the Beneficiary entered into a Foreign Exchange Agreement with Union Bank of California, N.A. (“Union Bank”) whereby, on the date designated by the Beneficiary, the Beneficiary will pay to Union Bank U.S. \$165 million and Union Bank will pay to the Beneficiary the equivalent amount in British pounds.

Fourth Amendment to Amended and Restated Credit Agreement

On March 28, 2008, the Company entered into a Fourth Amendment to its U.S. credit agreement with Union Bank (“Fourth Amended Credit Agreement”). Under the Fourth Amended Credit Agreement, the Company now has available a revolving credit commitment of up to \$22.5 million (increased from \$20.0 million), including a \$5.0 million letter of credit sub-facility, and a term loan facility of \$5.0 million. As of March 31, 2008, the Company had U.S. \$789,000 outstanding under the revolving credit commitment.

Escrow Agreement

On April 3, 2008, the Beneficiary and UBS Limited entered into an Escrow Agreement (“Escrow Agreement”) with Union Bank, as escrow agent, whereby Union Bank will hold the Letter of Credit, the Foreign Exchange Agreement and up to U.S. \$18 million in advances under the Fourth Amended Credit Agreement. Such amounts would be available to pay the purchase price of the acquisition described in Item 1.01 above.

Continuing Guaranty

On April 3, 2008, the Company entered into a Continuing Guaranty Agreement (“Continuing Guaranty”) with Union Bank whereby the Company unconditionally guarantees to Union Bank all obligations of the Beneficiary to Union Bank.

The foregoing description of the Letter of Credit, the Foreign Exchange Agreement, the Fourth Amended Credit Agreement, the Escrow Agreement and the Continuing Guaranty does not purport to be complete and is qualified in its entirety by reference to the copies of such documents filed as exhibits to this Report and incorporated herein by this reference.

Item 7.01. Regulation FD Disclosure.

On April 4, 2008, the Company issued a press release announcing that the Company has reached agreement on the terms of the recommended acquisition of Zetex. A copy of the press release is attached as Exhibit 99.11 to this Report.

On April 4, 2008, the Company hosted a conference call to discuss the recommended acquisition of Zetex. A recording of the conference call has been posted on the Company’s website at www.diodes.com. A copy of the script is attached as Exhibit 99.13.

The information in this Item 7.01, including Exhibits 99.11 and 99.12, will not be treated as filed for the purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”) or otherwise subject to the liabilities of that section. This information will not be incorporated by reference into a filing under the Securities Act of 1933, or into another filing under the Exchange Act, unless that filing expressly refers to specific information in this Report. The furnishing of the information in this Item 7.01 is not intended to, and does not, constitute a representation that such furnishing is required by Regulation FD or that the information in this Item 7.01 is material information that is not otherwise publicly available.

Cautionary Information Regarding Forward-Looking Statements

Except for the historical and factual information contained in the press release and script attached as Exhibits 99.11 and 99.12, the matters set forth in the press release and script (including statements as to: the expected benefits of the acquisition, including the acquisition being accretive within twelve months following the close; the efficiencies, cost savings, market profile, financial strength, competitive ability and position of the Company after the acquisition; this acquisition will accelerate Diodes' broad product platform strategy; Zetex will aid deeper penetration of our key end-markets; this combination will create synergies including excellent cross-selling opportunities, economies of scale and cost savings; and, will create a highly valuable supplier for the combined worldwide customer base; and other statements identified by words such as "estimates," "expects," "projects," "plans," "will" and similar expressions) are forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995.

These forward-looking statements are subject to risks and uncertainties that may cause actual results to differ materially, including, but are not limited to, such factors as the Company's inability to identify suitable acquisition candidates or consummate desired acquisitions; if the Company makes any acquisitions, the Company may be unable to successfully integrate any acquired companies within our operations due to factors associated with unexpected losses of key employees or customers of the acquired company, bringing the acquired company's standards, procedures and controls into conformance within our Company's operation; coordinating our new product and process development, hiring additional management and other critical personnel, increasing the scope, geographic diversity and complexity of our operations, difficulties in consolidating facilities and transferring processes and know-how, difficulties in reducing costs of the acquired entity's business and diversion of our management's attention from the management of our business; the Company's business strategy, fluctuations in product demand and supply, the continued introduction of new products, the Company's ability to maintain customer and vendor relationships, technological advancements, impact of competitive products and pricing, growth in targeted markets, the Company's ability to successfully make additional acquisitions, risks of foreign operations, availability of tax credits, and other information detailed from time to time in the Company's filings with the United States Securities and Exchange Commission. You should not place undue reliance on these forward-looking statements, which speak only as of the date of the press release. The Company undertakes no obligation to update publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
99.1	Irrevocable Standby Letter of Credit dated as of March 31, 2008, issued by UBS Financial Services Inc.
99.2	Foreign Exchange Agreement dated as of April 3, 2008, between Union Bank of California, N.A. and Diodes FabTech, Inc.
99.3	Fourth Amendment to Amended and Restated Credit Agreement dated as of March 28, 2008, between Diodes Incorporated and Union Bank of California, N.A.
99.4	Escrow Agreement dated as of April 3, 2008, among Diodes FabTech, Inc., UBS Limited and Union Bank of California, N.A.
99.5	Continuing Guaranty Agreement dated as of April 3, 2008, between Diodes Incorporated and Union Bank of California, N.A.
99.6	Guaranty Agreement dated March 28, 2008, between Diodes Incorporated and UBS Financial Services, Inc.
99.7	Addendum to Guaranty dated March 28, 2008, between Diodes Incorporated and UBS Financial Services, Inc.
99.8	Client's Agreement dated March 28, 2008, between Diodes Incorporated and UBS Financial Services, Inc.
99.9	Addendum to Client's Agreement dated March 28, 2008, between Diodes Incorporated and UBS Financial Services, Inc.
99.10	Terms and Conditions For Irrevocable Standby Letter of Credit dated March 28, 2008, between Diodes Incorporated and UBS Financial Services, Inc.
99.11	Press release dated April 4, 2008.
99.12	Conference call script dated April 4, 2008, together with presentation slides.

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: April 4, 2008

By /s/ Carl C. Wertz
Carl C. Wertz,
Chief Financial Officer

UBS

UBS Financial Services Inc.
C/o UBS AG
101 Park Avenue
New York, NY 10178

Trade Finance Services
TEL: 212-916-2212
FAX: 212-916-2402

To The Beneficiary:
Diodes Fabtech Inc.
777 N.W. Blue Parkway, Suite 350
Lee's Summit, Missouri 64086

Irrevocable Standby
Letter of Credit No. RA2JZ1
Issuance Date: March 31, 2008
Expiration Date: September 30, 2008

Ladies & Gentlemen:

We at the request and for the account of Diodes Incorporated, 3050 East Hillcrest Drive, Westlake Village, CA 91362 we establish our Irrevocable Standby Letter of Credit No. RA2JZ1 in favor of Diodes Fabtech Inc. (the "Beneficiary"), in an aggregate amount of USD165,000,000.00 (One Hundred Sixty Five Million and 00/100 USD) (the "Letter of Credit") available for payment to the order of the Beneficiary on receipt of a duly completed demand in the form attached to this Letter of Credit (a "Demand").

We give our irrevocable undertaking to the Beneficiary that Demands made under and in compliance with the terms of this Letter of Credit will be duly honored by us (without set-off or counter claim) within 3 days of receipt of such Demand by us at the address below. Demands and documents may also be presented by facsimile to 212-916-2402, attention: Trade Finance Services, confirming that originals were sent by overnight courier to the address stated below. In case of presentation by facsimile, the date of presentment of any Demand shall be the date a copy of the Demand was received by facsimile at UBS Financial Services Inc. from the Beneficiary.

A Demand must be received by no later than 4:00pm Eastern Time Zone on the Expiration Date.

Multiple Demands may be made under this Letter of Credit provided that the aggregate amount of the Demands shall not exceed USD165,000,000.00.

Except so far as otherwise expressly stated herein or in a manner which is inconsistent with the terms of this Letter of Credit, this Letter of Credit is subject to the International Standby Practices (ISP 98), International Chamber of Commerce Publication No. 590.

This Letter of Credit shall, as to matters not governed by ISP98, be governed by and construed in accordance with the laws of the State of New York, including Uniform Commercial Code, Article 5.

All communications to us with respect to this L/C must be addressed to our office located at 1010 Park Avenue, New York, NY 101078 to the attention of Trade Finance Services.

Very Truly Yours,
UBS Financial Services Inc.

/s/ Walter H Arnold

Authorized Signature
Walter H Arnold

/s/ Figueroa

Authorized Signature

UBS Financial Services Inc. is a subsidiary of UBS AG.

FOREIGN EXCHANGE AGREEMENT

This Foreign Exchange Agreement (the “**Agreement**”) is made as of 4/2/2008 between

Diodes Fabtech, Inc.

[3050 E. Hillcrest Drive, Westlake Village, CA 91362-3154]

(the “**Customer**”)

and

UNION BANK OF CALIFORNIA, N.A.

(the “**Bank**”)

[445 S. Figueroa St, CA 90071]

1. The Customer and the Bank hereby agree that on the Settlement Date the Customer will pay to the Bank the USD Currency Amount and the Bank will pay to the Customer, on receipt of the USD Currency Amount, the GBP Currency Amount.

2. Definitions:

USD Currency Amount: US\$165,000,000

GBP Currency Amount: GBP\$82,831,325.30

Settlement Date: means the date designated by the Customer in its discretion

PROVIDED THAT

(i) the Customer may only designate as the Settlement Date, a Business Day falling on or between the Initial Settlement Date and the Final Settlement Date (inclusive); and

(ii) if the Customer has not designated the Settlement Date on or before the Final Settlement Date, the Settlement Date shall be the Final Settlement Date unless such date is not a Business Day, in which case the Settlement Date shall be the next Business Day falling thereafter.

Business Day: means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits in California.)

Initial Settlement Date: June 13, 2008

Final Settlement Date: June 20, 2008

3. Representations:

Each party represents and warrants to the other on the date hereof as follows:

- (a) It is duly organised and validly existing under the laws of the jurisdiction of its organisation, and is qualified to conduct business and is in good standing in each jurisdiction in which its business is conducted;
- (b) The execution, delivery and performance of this Agreement are within its power, have been duly authorised by all necessary action, are its legal, valid and binding obligations and do not conflict with any provision of its organisational documents or of any law, indenture, agreement or undertaking to which it is a party or by which it is bound; and
- (c) It is capable of understanding (on its own or with independent professional advice, which it will seek if appropriate the risks involved in this Agreement, and assumes such risks.
- (d) It is not acting as a fiduciary or advisor to the other.

4. **Payment Instructions.**

- (a) The Customer will pay the USD Currency Amount to the Bank in immediately available funds at the account of the Bank specified below by no later than 11 am, PDT on the Business Day immediately prior to the Settlement Date. On receipt of the USD Currency Amount the Bank will pay the GBP Currency Amount to the Customer on the Settlement Date. Such payment shall be effected by the Bank transmitting the GBP Currency Amount to the account of the Customer specified below. The Customer's payment to the Bank of the USD Currency Amount is a condition precedent to the obligation of the Bank to pay the GBP Currency Amount to the Customer.
- (b) As a security procedure, Bank will contact by telephone an authorised representative of the Customer (being a person set out as such in the account bank instructions entered into by the Customer and the Bank on or about the date of this Agreement) to confirm the Settlement Date. Customer agrees to be bound by a payment executed by Bank in accordance with paragraph 4(a) above and to indemnify Bank (and its employees), and hold it harmless from, any claim, loss or expense suffered by it in connection with it complying with its obligations under paragraph 4(a) (unless such claim, loss or expense arises out of the Bank's gross negligence or wilful default).
- (c) Except as otherwise required by the California Commercial Code (a) Bank shall not be responsible for any loss or liability arising from (i) any inaccuracy, act or failure to act on the part of any person not within Bank's reasonable control, (ii) any ambiguity or inaccuracy in any instruction or information given to Bank by Customer, and (iii) any circumstances beyond Bank's control, including without limitation any inoperability of computer or communication facilities, and (b) Bank's liability for any act or failure to act in connection with or related to this Agreement or any transfer of funds shall not in any event exceed the resulting direct loss, if any, of the Customer and interest thereon. Under no circumstances shall Bank be liable for any consequential, indirect, punitive or special damages incurred by Customer.

Account for payment to the Customer:

Account Holder : Diodes-FabTech

Account Number : 335000394

Swift Code :

National Code :

Account for Payment to the Bank :

Account Holder : **Union Bank of California Los Angeles, CA**

Account Number : **ABA122000496 — Attn: Foreign Exchange Department / TRELAX**

Swift Code :

National Code :

5. Set-off

Notwithstanding any agreement or arrangement to the contrary between the parties to this Agreement, each party waives and agrees that it shall not exercise any right of set-off, amalgamation, combination of accounts, rights or remedies of security or other rights to deduct withdraw or withhold sums from, or in respect of, the amounts payable by them pursuant to this Agreement.

6. Addresses for Notices

The addresses for notices or communications between the parties are as follows:

Address for notices or communications to the Customer

Address :
Attention: :
Telephone No :
Facsimile No: :

Address for notices or communications to the Bank:

Address : 445 South Figueroa Street, 11th Floor, Ca 90071, USA
Attention : Carsten Heering, Vice President
Telephone No : 213-236-6943
Facsimile No : 213-236-6448

7. Other.

- (a) The rights, powers and remedies of the parties provided herein are cumulative and shall be in addition to all rights, powers and remedies provided by law. Any forbearance, failure or delay on either party's part in exercising any right, power or remedy hereunder shall not be deemed a waiver thereof, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof.
- (b) This Agreement may not be amended or waived except in writing signed by the parties.

- (c) Except as otherwise specifically provided herein, this Agreement constitutes the entire agreement and any understanding of the parties with respect to the subject matter hereof and supersedes all prior communications and agreements, whether written or oral, between the parties with respect thereto. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.
- (d) The parties may not assign (whether by operation of law or otherwise) any of its rights or obligations under this Agreement without prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and permitted assigns.
- (e) Each party may electronically record any telephone conversation between the parties in connection with this Agreement.
- (f) If either party brings an action (including any adversary proceeding in bankruptcy) to interpret or enforce the provisions of this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees, including the allocated fees and costs of in-house legal counsel and staff.
- (g) Except where otherwise stated in this Agreement, all notices and other communications to either party hereunder shall be in writing (including facsimile or similar writing) and shall be given to such party at its address or facsimile number set forth in this Agreement. Each such notice or other communication shall be effective (a) if given by facsimile, when such facsimile is transmitted, or (b) if given by any other means, when delivered at the appropriate address.
- (h) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.
- (i) This Agreement will be governed by and construed according to the laws of the State of California.

8. Disputes.

To the extent permitted by law, in connection with any claim, cause of action, proceeding or other dispute concerning this Agreement (each a "**Claim**"), the parties to this Agreement expressly, intentionally, and deliberately waive any right each may otherwise have to trial by jury. In the event that the waiver of jury trial set forth in the previous sentence is not enforceable under the law applicable to this Agreement, the parties to this Agreement agree that any Claim, including any question of law or fact relating thereto, shall, at the written request of any party, be determined by judicial reference pursuant to the state law applicable to this Agreement. The parties shall select a single neutral referee, who shall be a retired state or federal judge. In the event that the parties cannot agree upon a referee, the court shall appoint the referee. The referee shall report a statement of decision to the court. The parties shall bear the fees and expenses of the referee equally, unless the referee orders otherwise. The referee shall also determine all issues relating to the applicability, interpretation and enforceability of this

paragraph. The parties acknowledge that if a referee is selected to determine the Claims, then the Claims will not be decided by a jury.

For and on behalf of the Customer

By: /s/ Richard D. White

Name: Richard D. White
Title: SVP, Finance & Director FabTech
Date: April 3, 2008

For and on behalf of the Bank

By: /s/ Carsten Heering

Name: Carsten Heering
Title: Vice President
Date: April 3, 2008

FOREIGN EXCHANGE RESOLUTION

RESOLVED, that any one (“**Senior Officer**”) of the following, acting alone, is authorised, in the name and on behalf of Diodes Fabtech, Inc. (“**Customer**”), from time to time, by telephonic, electronic, oral or written means (a) to execute on behalf of Customer and deliver to Union Bank of California, N.A. (“**Bank**”), the foregoing Foreign Exchange Agreement, and (b) to enter into, execute or modify, upon such terms as they shall approve, the foregoing Foreign Exchange Agreement.

Name: Richard D. White
Title: Director FabTech
Signature: /s/ Richard D. White

Name: Keh-Shew Lu
Title: Director FabTech
Signature: /s/ Keh-Shew Lu

Name: Larry P. Katz
Title: Controller
Signature: /s/ Larry P. Katz

FURTHER RESOLVED, that the authority given under this Resolution shall be retroactive and any and all acts so authorized that were performed prior to the formal adoption hereof are hereby approved and ratified. In the event two or more resolutions of Customer are concurrently in effect, the provisions of each shall be cumulative, unless the most recent shall specifically provide otherwise. The authority given hereby shall remain in full force and affect, and Bank is authorized and requested to rely and act thereon, until Bank’s Global Markets Group shall have received a certified copy of a further resolution of Customer amending, rescinding or revoking this Resolution.

CERTIFICATE OF SECRETARY OF CUSTOMER

I hereby certify to Union Bank of California, N.A. ("**Bank**"), that the foregoing Resolution is a true copy of the resolution(s) of Diodes Fabtech, Inc., a corporation duly organized and existing under the laws of [Please fill in] ("**Customer**"), duly adopted on [Please fill in] by the Board of Directors of Customer, and duly entered in the records of Customer, and that the Resolution is in conformity with applicable laws and regulations and the organizational documents of Customer and is now in full force and effect. I further certify that the names and specimen signatures of the officers of Customer authorised in the first resolution of the Resolution are as set forth above.

Dated: April 3, 2008

/s/ Richard D. White

Secretary

/s/ Keh-Shew Lu

President*

**FOURTH AMENDMENT
TO AMENDED AND RESTATED CREDIT AGREEMENT**

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT (“Fourth Amendment”), dated as of March 28, 2008, is made and entered into by and between **DIODES INCORPORATED**, a Delaware corporation (“Borrower”), and **UNION BANK OF CALIFORNIA, N.A.**, a national banking association (“Bank”).

RECITALS:

A. Borrower and Bank are parties to that certain Amended and Restated Credit Agreement dated as of February 27, 2003, as amended by (i) that certain First Amendment dated as of July 6, 2004, (ii) that certain extension letter dated May 26, 2005, (iii) that certain Second Amendment dated as of August 29, 2005 and (iv) that certain Third Amendment dated as of May 7, 2007 (as so amended, the “Agreement”), pursuant to which Bank agreed to extend various credit facilities to Borrower in the amounts provided for therein.

B. Borrower has requested that Bank agree to increase the Revolving Credit Commitment from Twenty Million Dollars (\$20,000,000) to Twenty-Two Million Five Hundred Thousand Dollars (\$22,500,000). Bank is willing to agree to so increase the Revolving Credit Commitment, subject, however, to the terms and conditions of this Fourth Amendment.

AGREEMENT:

In consideration of the above recitals and of the mutual covenants and conditions contained herein, Borrower and Bank agree as follows:

1. **Defined Terms.** Initially capitalized terms used herein which are not otherwise defined shall have the meanings assigned thereto in the Agreement.
2. **Amendment.** Section 2.1 of the Agreement is hereby amended by substituting the amount “Twenty-Two Million Five Hundred Thousand Dollars (\$22,500,000)” for the amount “Twenty Million Dollars (\$20,000,000)” appearing in the seventh and eighth lines thereof.
3. **Effectiveness Of This Fourth Amendment.** This Fourth Amendment shall become effective as of the date hereof when, and only when, Bank shall have received all of the following, in form and substance satisfactory to Bank:
 - (a) A counterpart of this Fourth Amendment, duly executed by Borrower;
 - (b) A replacement Revolving Note, duly executed by Borrower;
 - (c) An Authorization to Disburse relating to the replacement Revolving Note described hereinabove, duly executed by Borrower, authorizing Bank to distribute the proceeds of Revolving Loans as required by the Agreement, as amended by this Fourth Amendment;

(d) A loan fee in the sum of Two Thousand Five Hundred Dollars (\$2,500), which loan fee shall be non-refundable; and

(e) Such other documents, instruments or agreements as Bank may reasonably deem necessary in order to effect fully the purposes of this Fourth Amendment.

4. Ratification.

(a) Except as specifically amended hereinabove, the Agreement shall remain in full force and effect and is hereby ratified and confirmed; and

(b) Upon the effectiveness of this Fourth Amendment, each reference in the Agreement to “this Agreement”, “hereunder”, “herein”, “hereof” or words of like import referring to the Agreement shall mean and be a reference to the Agreement as amended by this Fourth Amendment, and each reference in the Agreement to the “Revolving Note” or words of like import referring to the Revolving Note shall mean and be a reference to the replacement Revolving Note issued by Borrower in favor of Bank pursuant to this Fourth Amendment.

5. Representations and Warranties. Borrower represents and warrants as follows:

(a) Each of the representations and warranties contained in Section 5 of the Agreement, as amended hereby, is hereby reaffirmed as of the date hereof, each as if set forth herein;

(b) The execution, delivery and performance of this Fourth Amendment and the replacement Revolving Note provided for herein are within Borrower’s corporate powers, have been duly authorized by all necessary corporate action, have received all necessary approvals, if any, and do not contravene any law or any contractual restriction binding on Borrower;

(c) This Fourth Amendment is, and the replacement Revolving Note when delivered for value received will be, the legal, valid and binding obligations of Borrower, enforceable against Borrower in accordance with their respective terms; and

(d) No event has occurred and is continuing or would result from this Fourth Amendment which constitutes an Event of Default under the Agreement, or would constitute an Event of Default but for the requirement that notice be given or time elapse or both.

6. Governing Law. This Fourth Amendment shall be deemed a contract under and subject to, and shall be construed for all purposes and in accordance with, the laws of the State of California.

7. Counterparts. This Fourth Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

WITNESS the due execution hereof as of the date first above written.

“Borrower”

DIODES INCORPORATED

By: /s/ Larry P. Katz
Title: Controller

“Bank”

UNION BANK OF CALIFORNIA, N.A.

By: /s/ John C. Kase
John C. Kase
Vice President



Diodes FabTech, Inc.
777 New Blue Parkway
Suite 350
Lee's Summit, MO 64064

To:

Union Bank of California, N.A.
Corporate Trust Department
120 S. San Pedro Street, 4th Floor
Los Angeles, CA 90012
(the "**Account Bank**")

For the attention of: Claire Brooksby and Craig Calvert
UBS Limited
1 Finsbury Avenue
London EC2M 2PP
(**"UBS"**)

April 3, 2008

Dear Sirs

Project Zebra — Account Instructions

1. We, Diodes Fabtech Inc. (the "**Account Holder**"), refer to our sterling account numbered 6711744400 held with the Account Bank in California, USA (as the same may be renumbered, recoded or redesignated, the "**Account**"). The purpose of this letter is to regulate the terms on which dealings with, and withdrawals from, the Account may be conducted.
2. By way of background, we have requested UBS to act on our behalf in connection with an offer which we propose to make to acquire the entire issued and to be issued share capital of a public limited company (the "**Target**") which is listed on the Official List of the London Stock Exchange (the "**Offer**"). The identity of the Target is currently confidential but shall be communicated to you by UBS and the Account Holder promptly following announcement of the Offer. As part of the Offer, and in accordance with the City Code on Takeovers and Mergers, UBS will be required to make public statements to the effect that we have sufficient resources to satisfy the cash consideration payable under the Offer. In certain circumstances, if we do not pay such cash consideration UBS may be obliged to do so. In order to protect UBS' position it is intended that the amounts standing to the credit of the Account will only be applied towards paying such cash consideration and that withdrawals from, and other dealings with, the Account will only be undertaken in accordance with the terms of this letter.

3. On and from the date hereof until midnight on the date (the “**Termination Date**”) on which UBS notifies the Account Bank in writing that, to the satisfaction of UBS, the Offer has lapsed or been withdrawn or the consideration payable under the Offer has been fully discharged or that no further payments will be required from the Account in relation to the Offer, as the case may be:
- (a) the Account Bank is hereby irrevocably authorised and instructed forthwith to make such payments and effect withdrawals from, and otherwise deal with, the Account (including, without limitation, closing, redesignating, redenominating, assigning or transferring the Account) only in accordance with the joint written instructions received by the Account Bank from authorised signatories of UBS and the Account Holder (and no other person) or in accordance with the written instructions of UBS in the circumstances contemplated by paragraph 23(i). The agreed form of the instruction letter in relation to the making of any payments or effecting any withdrawals from the Account is set out in Schedule I to this letter. In the circumstances set out in paragraph 23(i), the authorised signatories of UBS shall be required to sign such instructions; and
 - (b) the Account Bank is hereby irrevocably directed not to deal in any way whatsoever with any of the cash held in or reflected on or effected through the Account from time to time or the Account itself (otherwise than in accordance with paragraph (a) above) and not to take any action which would enable a third party to acquire any claims, charges, security interests, encumbrances, rights or interests (each an “**encumbrance**”) in relation to any of such cash.
4. For the purpose of this letter, the “**authorised signatories**” of a person shall be:
- (a) in the case of the Account Holder, the persons whose names, titles and signatures are attached as Schedule III hereto. The Account Holder may, by written notice to Account Bank and UBS, add or delete authorised signatories of the Account Holder, providing that the Account Holder shall have at least two authorised signatories at all times; and
 - (b) in the case of UBS, such persons who from time to time are notified in writing by UBS to the Account Bank as being entitled for the purposes of this letter to give instructions in connection herewith. On the date of this letter the persons who may provide such instructions on behalf of UBS are Craig Calvert, Claire Brooksby, Nick Adams and Michael O’Brien (acting together or individually). Copies of their specimen signatures appear in the certificate of incumbency of UBS Limited which is attached as Schedule IV hereto.
5. On and from midnight on the Termination Date, this letter shall be of no further effect (without prejudice to rights, obligations and liabilities which have accrued or arisen prior to such time).
6. The direction to the Account Bank given in paragraph 3 above (the “**Direction**”) is irrevocable and the Account Bank is hereby directed to disregard any purported



revocation thereof by the Account Holder. The Account Bank is further authorised to inform UBS of any purported revocation of the Direction by the Account Holder.

7. The Account Holder agrees to pay to the Account Bank any government taxes and expenses relating to the Account from time to time. The Account Bank shall be entitled to receive payment from Account Holder for fees, costs and expenses for all services rendered by it hereunder in accordance with Schedule II to this letter. The Account Holder shall reimburse the Account Bank on demand for all losses, liabilities, damages, disbursements, advances or expenses paid or incurred by it in the administration of its duties hereunder, including, but not limited to, all counsel, advisor and agent fees and disbursements. The obligations contained in this paragraph 7 shall survive the termination of this letter and the resignation or removal of the Account Bank.
8. Notwithstanding any agreement or arrangement to the contrary, the Account Bank waives and agrees that it shall not exercise any right of set-off, amalgamation, combination of accounts, rights or remedies of security or other rights to deduct, withdraw or withhold sums from the Account in payment of any taxes or costs, expenses, fees or any other sums payable by the Account Holder or any other person to the Account Bank or any other person other than any tax required by law to be deducted from the Account in respect of interest received in relation to the credit balance of, and which has been paid into, the Account.
9. The Account Holder also represents and undertakes to each of the Account Bank and UBS as follows and on the other terms of this letter:
 - (a) we will not revoke or modify the Direction prior to midnight on the Termination Date;
 - (b) on the date hereof no encumbrances exist in respect of the monies or other assets held in or reflected on or effected through the Account or in relation to the Account;
 - (c) we will not create or permit to arise or subsist any encumbrance over any cash or other assets held in or reflected on or effected through the Account or over the Account prior to midnight on the Termination Date;
 - (d) on the date of this letter there are no transactions pending with respect to the Account; and
 - (i) (i) at 5 p.m. in California, USA on the date of this letter the Net Value was £8,834,316.24 (“**Net Value**” for this purpose being the aggregate net value in cleared funds of the assets and liabilities held in or reflected on or effected through the Account); and
 - (ii) we will take all necessary steps, and instruct the Account Bank accordingly, to realise promptly the Net Value in cash and apply the same in the manner contemplated in paragraph 15.



10. The Account Holder shall indemnify the Account Bank against all actions, proceedings, claims, demands, liabilities, and other costs and expenses which the Account Bank may suffer or incur in connection with the performance of its obligations under this letter, save insofar as the same result from the fraud, wilful default or gross negligence of the Account Bank. The obligations contained in this paragraph 10 shall survive the termination of this letter and the resignation or removal of the Account Bank.
11. We agree that each of the Account Bank and UBS are entitled to rely upon this letter and to deliver a copy of it to any relevant regulatory authority.
12. The Account Holder hereby authorises to Account Bank to disclose, and the Account Bank hereby agrees to provide, to UBS, such information in relation to the Account and the monies standing to the credit thereof as UBS may from time to time reasonably request.
13. Any notice, instruction or other communication in connection with this letter:
 - (a) shall be in writing, delivered personally or by first-class pre-paid letter (airmail if available) or fax;
 - (b) shall be deemed to have been received, subject as otherwise provided in this letter, in the case of a letter, when delivered personally or 3 days after it has been put into the post and, in the case of fax, when a complete and legible copy is received by the addressee (unless the time of despatch of any fax is after close of business in which case it shall be deemed to have been received at the opening of business on the next business day);
 - (c) shall be sent to:
 - (i) the Account Bank at the address set out on the first page of this letter;
 - (ii) UBS at:

1 Finsbury Avenue,
London EC2M 2PP

Fax: +44 20 7568 4611
Attention: Craig Calvert/Claire Brooksby
 - (iii) the Account Holder at the address set out on the first page of this letter.
14. The Account Bank:
 - (a) confirms that, at 5 p.m. in California, USA¹ on the date which appears after the signature of its signatory on the last page of this letter, the Net Value was £8,834,316.24;



- (b) shall not be deemed to be a trustee and shall have no obligations save for those set out in this letter;
 - (c) hereby agrees (notwithstanding any arrangement, agreement or instruction to the contrary) not to make any payment from the Account, or effect any transaction on or with respect to, the Account other than in accordance with the terms of this letter;
 - (d) may accept any notice or instruction given to it in writing by both the Account Holder (and signed by an authorised signatory of the Account Holder) and UBS (and signed by authorised signatory of UBS) pursuant to paragraph 3(a) as conclusive evidence of the facts stated therein and shall not be obliged to make any further enquiry in relation thereto and may in good faith accept as such without enquiry any document purporting to be such a notice or instruction;
 - (e) confirms that it has not received notice of any right of any third party in or to the Account or the amounts standing to the credit of the Account from time to time; and
 - (f) acknowledges that it holds the original Irrevocable Standby Letter of Credit No. RA2JZ1 issued to the Account Holder on March 31, 2008 by UBS Financial Services Inc..
15. UBS and the Account Holder each hereby agree in favour of each other that it shall only give instructions to the Account Bank pursuant to paragraph 3(a) for the purpose of payments to be made to fund the payment of the consideration under the Offer (including, as the case may be, for the purpose of enabling the Account Holder to exercise its rights under a forward foreign exchange contract previously approved by UBS pursuant to which sums withdrawn from the Account will be used to purchase Sterling where such Sterling amounts are used to fund the payment of the consideration under the Offer).
16. UBS agrees in favour of the Account Holder that it shall promptly notify the Account Bank if the Termination Date has occurred.
17. For the avoidance of doubt, nothing in this letter shall be construed or deemed to create any security interest in favour of UBS or the Account Bank.
18. Prior to midnight on the Termination Date the instructions contained in this letter may only be amended or terminated on the joint written instructions of UBS and the Account Holder. Thereafter such amendments or termination may be effected on the sole written instructions of the Account Holder.
19. This letter shall take immediate effect and shall supersede all other prior communications (oral or written) between the Account Holder and the Account Bank.
20. This letter is governed by, and shall be construed in accordance with the laws of the United States and the State of California.



21. This letter has been signed on the date hereof to indicate the Account Holder's agreement to its terms.
22. This letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.
23. Acceptance by the Account Bank of its duties under this letter is subject to the terms and conditions in this paragraph 23, which all parties to this letter hereby agree shall govern and control the rights, duties and immunities of the Account Bank.
 - (a) The duties and obligations of the Account Bank shall be determined solely by the express provisions of this letter and no duties, responsibilities, or obligations shall be inferred or implied. The Account Bank shall not be liable except in respect of its duties and obligations as are expressly and specifically set out in this letter. The Account Bank shall not be liable for the accuracy of any calculations or the sufficiency of any funds for any purpose.
 - (b) Save in relation to its duties and obligations under this letter, the Account Bank shall not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder.
 - (c) The Account Bank shall not be required to inquire as to the performance or observation of any obligation, term or condition under any other agreements or arrangements between the Account Holder and any other person.
 - (d) The Account Bank is not a party to, and is not bound by, or required to comply with, any agreement or other document out of which this letter may arise. The Account Bank shall be under no liability to any party hereto by reason of any failure on the part of the Account Holder, UBS or any maker, guarantor, endorser or other signatory of any document or any other third party to perform, such party's obligations under any such document, save to the extent that such failure arises out of the breach or non-performance by the Account Bank of its obligations under this letter. Except for amendments to this letter referred to herein, and except for notifications or instructions to the Account Bank under and in accordance with this letter, and, save as set out in paragraph 2, the Account Bank shall not be obliged to recognize or be chargeable with knowledge of any of the terms or conditions of any agreement between the Account Holder and UBS or any other person, notwithstanding that references thereto may be made herein and whether or not it has knowledge thereof.
 - (e) The Account Bank shall not be bound by any waiver, modification, termination or rescission of this letter or any of the terms hereof, unless evidenced in writing and delivered to the Account Bank signed by the proper party or parties and, if the duties or rights of the Account Bank are affected, unless it shall give its prior written consent thereto. No person, firm or corporation will be recognised by the Account Bank as a successor or assignee of the Account Holder until there shall be presented to the Account Bank evidence satisfactory to it of such succession or assignment. This letter

shall not be deemed to create a fiduciary relationship among the parties hereto.

- (f) If at any time the Account Bank is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the rights in and to the Account (including any amounts standing to the credit thereof) (including but not limited to orders of attachment or any other forms of levies or injunctions or stays relating to the transfer of that property), the Account Bank is authorised to comply therewith; and if the Account Bank complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, it shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect. The Account Bank shall promptly notify UBS of, and shall provide UBS with a copy of, each such order, judgment, decree, writ or process.
- (g) The Account Bank shall not incur liability for not performing any act or not fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Account Bank (including but not limited to any act or provision of any present law or regulation or governmental authority, any act of God or war, or the unavailability of the Federal Reserve Bank or telex or other wire or communication facility). The Account Bank shall use its reasonable endeavours to circumvent and otherwise ameliorate such occurrences.
- (h) When the Account Bank acts, in accordance with paragraph 14(d), on any instruction, communication, (including, but not limited to, a communication with respect to the delivery of securities or the wire transfer of funds) sent by telex, facsimile, email or other form of electronic or data transmission, the Account Bank, absent gross negligence or wilful misconduct on its part, shall not be responsible or liable in the event such communication is not an authorised or authentic communication of the party involved or is not in the form the party involved sent or intended to send (whether due to fraud, distortion or otherwise).
- (i) In the event of any dispute or conflicting claim with respect to the payment, ownership or right of possession of the funds in the Account, the Account Bank shall comply with the sole written instructions of UBS.
- (j) To the extent permitted by applicable laws and regulations, the parties shall provide to the Account Bank such information as the Account Bank may reasonably require to permit it to comply with its obligations under the federal USA PATRIOT Act (Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001).
- (k) In the event fund transfer instructions are given (other than in writing at the time of the execution of this letter), whether in writing, by fax or otherwise, the Account Bank is authorised to seek confirmation of such instructions by telephone call-back to an authorised signatory of each of the Account Holder and UBS (or, in the circumstances contemplated in paragraph 23(i), UBS alone), and the Account Bank may rely upon the



confirmations of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs which appear on the signature pages of this letter may be changed only in writing by the party for whom the relevant persons are authorised to act and such change shall take effect only when notice thereof from the relevant party is actually received and acknowledged by the Account Bank. The Account Bank and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Account Holder and UBS to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. The Account Bank may apply any of the funds in the Account for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The parties to this letter acknowledge that such security procedure is commercially reasonable.

Please confirm your agreement to the above terms by signing the enclosed copy of this letter and returning it to us.

Yours faithfully,

/s/ Richard D. White

Signed for and on behalf of
Diodes Fabtech Inc.

Call back person and number: Larry P. Katz 805-446-4800



We hereby agree to the terms of this letter.

/s/ Craig Calvert

Signed for and on behalf of UBS Limited

/s/ Claire Brooksby

Signed for and on behalf of UBS Limited

Date: April 3, 2008

Call back person and number: Craig Calvert, Claire Brooksby, Nick Adams or Michael O'Brien, on +44 (0)207 567 8000.



In consideration of the sum of US\$1 and for such other sufficient consideration (receipt of which is hereby acknowledged) we hereby agree to the terms of this letter.

Signed: /s/ Nabeel Badawi

Signed and agreed for and on behalf of Union Bank of
California N.A.

Date: April 3, 2008



SCHEDULE I

Agreed form of instruction letter

To: Union Bank of California, N.A.
Corporate Trust Department
120 S. San Pedro Street, 4th Floor
Los Angeles, CA 90012
(the “**Bank**”)

For the attention of: []

From: Diodes Fabtech Inc. (“**Fabtech**”)

777 N.W. Blue Parkway, Suite 350

Lee’s Summit

Missouri 64086

USA

UBS Limited,

1 Finsbury Avenue

London EC2M 2PP

[Date]

Dear Sirs

1. We, Diodes Fabtech Inc. and UBS Limited, refer to the account numbered [] with sort code [] in the name of [] (the “**Account**”) and to the account bank instruction letter dated [] between UBS Limited, Diodes Fabtech Inc. and you (the “**Account Bank Instruction**”). Terms and expressions defined in the Account Bank Instruction have the same meaning when used in this letter.
2. In accordance with the terms of the Account Bank Instruction, we hereby jointly instruct you to transfer the sum of £[] to the following account:



Account name: []
Account number: []
Bank: []
Sort code: []

3. The transfer is to be made for value on [].
4. This joint instruction may be amended or terminated only on the joint written instructions of UBS and the Account Holder.
5. This letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.
6. Paragraphs 20 and 21 of the Account Bank Instruction shall apply to this letter, mutatis mutandis, as if they were set out in full in this letter.

Yours faithfully

for and on behalf of Diodes Fabtech Inc.

for and on behalf of UBS Limited

for and on behalf of UBS Limited



SCHEDULE II
Union Bank of California, N.A.
Corporate Trust Services
Schedule of Fees for Escrow Agent Services

Acceptance and setup fee:	Waived
Annual Escrow Administration Fee:	\$2,500
Legal counsel fee:	No Charge
Transactional charges:	
Disbursements/wires each	\$ 35
Investments per sale/purchase/transfer	\$ 60
Our of pocket expenses:	As invoiced
Additional services:	By appraisal

Accepted by:

/s/ Larry P. Katz

March 20, 2008



SCHEDULE III
Diodes FabTech Incorporated
Authorized signatories

Name of authorized signatories	Specimen signature
Mr. Richard D. White SVP, Finance	<u>/s/ Richard D. White</u>
Mr. Keh-Shew Lu President and CEO	<u>/s/ Keh-Shew Lu</u>
Mr. Larry P. Katz Controller	<u>/s/ Larry P. Katz</u>



SCHEDULE IV
CERTIFICATE OF INCUMBENCY
AUTHORISED SIGNATORIES

I, John Stuart, Mitchell-Hewson, Secretary of UBS Limited hereby confirm that each of the four persons named below is at the date hereof an authorised signatory of UBS Limited and that the respective specimen signature shown thereof is a true and like copy of his/her signature for verification purposes:

Name of Signatory:

Nick Adams
Will sign: /s/ Nick Adams

Michael O'brien
Will sign: /s/ Michael O'Brien

Craig Calvert
Will sign: /s/ Craig Calvert

Claire Brooksby
Will sign: /s/ Claire Brooksby

Signed:
John S. Mitchell-Hewson
Secretary
Dated 03 April 2008

CONTINUING GUARANTY

1. Obligations Guaranteed. For consideration, the adequacy and sufficiency of which are acknowledged, the undersigned (“Guarantor”) unconditionally guaranties and promises to pay to UNION BANK OF CALIFORNIA, N.A. (“Bank”) on demand, in lawful United States money, all Obligations to Bank of Diodes FabTech Inc. (“Borrower”), and to perform all undertakings of Borrower in connection with the Obligations. “Obligations” means any and all debts, obligations and liabilities of every kind of Borrower to Bank arising under or in connection with (a) that certain Foreign Exchange Agreement between Bank and Borrower, dated April 2, 2008, (b) all FX Transactions (as such term is defined in said Foreign Exchange Agreement) entered into between Bank and Borrower under and pursuant to said Foreign Exchange Agreement, and (c) all Confirmations (as such term is defined in said Foreign Exchange Agreement) which evidence such FX Transactions, or any of them (as each of such Foreign Exchange Agreement, FX Transactions and Confirmations may be amended, modified, supplemented, restated, extended, renewed or replaced from time to time), whether made, incurred or created previously, concurrently or in the future, whether voluntary or involuntary and however arising, whether incurred directly or acquired by Bank by assignment or succession, whether due or not due, absolute or contingent, liquidated or unliquidated, legal or equitable, whether Borrower is liable individually or jointly or with others, whether incurred before, during or after any bankruptcy, reorganization, insolvency, receivership or similar proceeding (“Insolvency Proceeding”), and whether recovery thereof is or becomes barred by a statute of limitations or is or becomes otherwise unenforceable, together with all reasonable expenses of, for and incidental to collection, including reasonable attorneys’ fees.

2. Continuing Nature/Revocation/Reinstatement. This Guaranty is in addition to any other guaranties of the Obligations given by Guarantor or others, is continuing and covers all Obligations, including those arising under successive transactions which continue or increase the Obligations from time to time, renew all or part of the Obligations after they have been satisfied, or create new Obligations. Revocation by one or more signers of this Guaranty or any other guarantors of the Obligations shall not (a) affect the obligations under this Guaranty of a non-revoking Guarantor, (b) apply to Obligations outstanding when Bank receives written notice of revocation, or to any extensions, renewals, readvances, modifications, amendments or replacements of such Obligations, or (c) apply to Obligations, arising after Bank receives such notice of revocation, which are created pursuant to a commitment existing at the time of the revocation, whether or not there exists an unsatisfied condition to such commitment or Bank has another defense to its performance. All of Bank’s rights pursuant to this Guaranty continue with respect to amounts previously paid to Bank on account of any Obligations which are thereafter restored or returned by Bank, whether in an Insolvency Proceeding of Borrower or for any other reason, all as though such amounts had not been paid to Bank; and Guarantor’s liability under this Guaranty (and all its terms and provisions) shall be reinstated and revived, notwithstanding any surrender or cancellation of this Guaranty. Bank, at its sole discretion, may determine whether any amount paid to it must be restored or returned; provided, however, that if Bank elects to contest any claim for return or restoration, Guarantor agrees to indemnify and hold Bank harmless from and against all costs and expenses, including reasonable attorneys’ fees, expended or incurred by Bank in connection with such contest. If any Insolvency Proceeding is commenced by or against Borrower or Guarantor, at Bank’s election, Guarantor’s obligations under this Guaranty shall immediately and without notice or demand become due and payable, whether or not then otherwise due and payable.

3. Authorization. Guarantor authorizes Bank, without notice and without affecting Guarantor’s liability under this Guaranty, from time to time, whether before or after any revocation of this Guaranty, to (a) renew, compromise, extend, accelerate, release, subordinate, waive, amend and restate, or otherwise amend or change, the interest rate, time or place for payment or any other terms of all or any part of the Obligations; (b) accept delinquent or partial payments on the Obligations; (c) take or not take security or other credit support for this Guaranty or for all or any part of the Obligations, and exchange, enforce, waive, release, subordinate, fail to enforce or perfect, sell, or otherwise dispose of any such security or credit support; (d) apply proceeds of any such security or credit support and direct the order or manner of its sale or enforcement as Bank, at its sole discretion, may determine; and (e) release or substitute Borrower or any guarantor or other person or entity liable on the Obligations.

4. Waivers. To the maximum extent permitted by law, Guarantor waives (a) all rights to require Bank to proceed against Borrower, or any other guarantor, or proceed against, enforce or exhaust any security for the Obligations or to marshal assets or to pursue any other remedy in Bank’s power whatsoever; (b) all defenses arising by reason of any disability or other defense of Borrower, the cessation for any reason of the liability of Borrower, any defense that any other indemnity, guaranty or security was to be obtained, any claim that Bank has made Guarantor’s obligations more burdensome or more burdensome than Borrower’s obligations, and the use of any proceeds of the Obligations other than as intended or understood by Bank or Guarantor; (c) all presentments, demands for performance, notices of nonperformance, protests, notices of dishonor, notices of acceptance of this Guaranty and of the existence or creation of new or additional Obligations, and all other notices or demands to which Guarantor might otherwise be entitled; (d) all conditions precedent to the effectiveness of this Guaranty; (e) all rights to file a claim in connection with the Obligations in an Insolvency Proceeding filed by or against Borrower; (f) all rights to require Bank to enforce any of its remedies; and (g) until the Obligations are satisfied or fully paid with such payment not subject to return: (i) all rights of subrogation, contribution, indemnification or reimbursement, (ii) all rights of recourse to any assets or property of Borrower, or to

any collateral or credit support for the Obligations, (iii) all rights to participate in or benefit from any security or credit support Bank may have or acquire, and (iv) all rights, remedies and defenses Guarantor may have or acquire against Borrower. Guarantor understands that if Bank forecloses by trustee's sale on a deed of trust securing any of the Obligations, Guarantor would then have a defense preventing Bank from thereafter enforcing Guarantor's liability for the unpaid balance of the secured Obligations. This defense arises because the trustee's sale would eliminate Guarantor's right of subrogation, and therefore Guarantor would be unable to obtain reimbursement from Borrower. Guarantor specifically waives this defense and all rights and defenses that Guarantor may have because the Obligations are secured by real property. This means, among other things: (a) Bank may collect from Guarantor without first foreclosing on any real or personal property collateral pledged by Borrower; and (b) if Bank forecloses on any real property collateral pledged by Borrower: (i) the amount of the Obligations may be reduced only by the price for which the collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; and (ii) Bank may collect from Guarantor even if Bank, by foreclosing on the real property collateral, has destroyed any right Guarantor may have to collect from Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Guarantor may have because the Obligations are secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d or 726 of the California Code of Civil Procedure or similar laws in other states.

5. Guarantor to Keep Informed. Guarantor warrants having established with Borrower adequate means of obtaining, on an ongoing basis, such information as Guarantor may require concerning all matters bearing on the risk of nonpayment or nonperformance of the Obligations. Guarantor assumes sole, continuing responsibility for obtaining such information from sources other than from Bank. Bank has no duty to provide any information to Guarantor until Bank receives Guarantor's written request for specific information in Bank's possession and Borrower has authorized Bank to disclose such information to Guarantor.

6. Subordination. All obligations of Borrower to Guarantor which presently or in the future may exist ("Guarantor's Claims") are hereby subordinated to the Obligations. At Bank's request, Guarantor's Claims will be enforced and performance thereon received by Guarantor only as a trustee for Bank, and Guarantor will promptly pay over to Bank all proceeds recovered for application to the Obligations without reducing or affecting Guarantor's liability under other provisions of this Guaranty.

7. Security. To secure Guarantor's obligations under this Guaranty, other than for payment of Obligations which are subject to the disclosure requirements of the United States Truth in Lending Act, Guarantor grants Bank a security interest in all moneys, general and special deposits, instruments and other property of Guarantor at any time maintained with or held by Bank, and all proceeds of the foregoing.

8. Authorization. Where Borrower is a corporation, partnership or other entity, Bank need not inquire into or verify the powers of Borrower or authority of those acting or purporting to act on behalf of Borrower, and this Guaranty shall be enforceable with respect to any Obligations Bank grants or creates in reliance on the purported exercise of such powers or authority.

9. Assignments. Without notice to Guarantor, Bank may assign the Obligations and this Guaranty, in whole or in part, and may disclose to any prospective or actual purchaser of all or part of the Obligations any and all information Bank has or acquires concerning Guarantor, this Guaranty and any security for this Guaranty.

10. Counsel Fees and Costs. The prevailing party shall be entitled to attorneys' fees (including a reasonable allocation for Bank's internal counsel) and all other costs and expenses which it may incur in connection with the enforcement or preservation of its rights under, or defense of, this Guaranty or in connection with any other dispute or proceeding relating to this Guaranty, whether or not incurred in any Insolvency Proceeding, arbitration, litigation or other proceeding.

11. Multiple Guarantors/Borrowers. When there is more than one Borrower named herein or when this Guaranty is executed by more than one Guarantor, then the words "Borrower" and "Guarantor", respectively, shall mean all and any one or more of them, and their respective successors and assigns, including debtors-in-possession and bankruptcy trustees; words used herein in the singular shall be considered to have been used in the plural where the context and construction so require in order to refer to more than one Borrower or Guarantor, as the case may be.

12. Integration/Severability/Amendments. This Guaranty is intended by Guarantor and Bank as the complete, final expression of their agreement concerning its subject matter. It supersedes all prior understandings or agreements with respect thereto and may be changed only by a writing signed by Guarantor and Bank. No course of dealing, or parole or extrinsic evidence shall be used to modify or supplement the express terms of this Guaranty. If any provision of this Guaranty is found to be illegal, invalid or unenforceable, such provision shall be enforced to the maximum extent permitted, but if fully unenforceable, such provision shall be severable, and this Guaranty shall be construed as if such provision had never been a part of this Guaranty, and the remaining provisions shall continue in full force and effect.

13. Joint and Several. If more than one Guarantor signs this Guaranty, the obligations of each under this Guaranty are joint and several, and independent of the Obligations and of the obligations of any other person or entity. A separate action or actions

may be brought and prosecuted against any one or more guarantors, whether action is brought against Borrower or other guarantors of the Obligations, and whether Borrower or others are joined in any such action.

14. Notice. Any notice, including notice of revocation, given by any party under this Guaranty shall be effective only upon its receipt by the other party and only if (a) given in writing and (b) personally delivered or sent by United States mail, postage prepaid, and addressed to Bank or Guarantor at their respective addresses for notices indicated below. Guarantor and Bank may change the place to which notices, requests, and other communications are to be sent to them by giving written notice of such change to the other.

15. Governing Law. This Guaranty shall be governed by and construed according to the laws of California, and, except as provided in any addendum hereto, Guarantor submits to the non-exclusive jurisdiction of the state or federal courts in said state.

16. Disputes. To the extent permitted by law, in connection with any claim, cause of action, proceeding or other dispute concerning this Guaranty (each a "Claim"), the parties to this Guaranty expressly, intentionally, and deliberately waive any right each may otherwise have to trial by jury. In the event that the waiver of jury trial set forth in the previous sentence is not enforceable under the law applicable to this Guaranty, the parties to this Guaranty agree that any Claim, including any question of law or fact relating thereto, shall, at the written request of any party, be determined by judicial reference pursuant to the state law applicable to this Guaranty. The parties shall select a single neutral referee, who shall be a retired state or federal judge. In the event that the parties cannot agree upon a referee, the court shall appoint the referee. The referee shall report a statement of decision to the court. Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral or obtain provisional remedies. The parties shall bear the fees and expenses of the referee equally, unless the referee orders otherwise. The referee shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph. The parties acknowledge that if a referee is selected to determine the Claims, then the Claims will not be decided by a jury .

17. Foreign Currency Provisions. (a) If Borrower agreed to pay the Obligations in a currency other than that which at the time of payment is the official currency of the place where such payment is due, Guarantor shall, at Bank's discretion, either (i) pay Bank such amount in the currency and place as agreed to by Borrower, or (ii) pay Bank in the United States, at the place designated by Bank, the equivalent amount denominated in United States Dollars (based on Bank's rate for sales of the currency in which Borrower agreed to pay such Obligations prevailing at the time Guarantor makes the payment). To the extent payment of any sum of any currency required to be paid hereunder is restricted by applicable law, Guarantor hereby indemnifies and holds Bank harmless from any loss or cost of whatever kind caused by such restriction, and undertakes on a continuing best efforts basis to take all appropriate lawful actions with a view to lifting such restriction in order to obtain and pay to Bank the full amount of the currency otherwise required hereunder. The foregoing obligation and indemnity constitutes a separate and independent obligation of Guarantor and shall continue in full force and effect notwithstanding any judgment or order enforcing Guarantor's other obligations hereunder. (b) If any judgment or order by any court, governmental agency, arbitration panel, or the like makes an award to Bank under this Guaranty in other than United States Dollars, Guarantor shall also, in addition to the award, pay Bank in United States Dollars, the amount by which (i) the original United States Dollar amount due Bank exceeds (ii) the award in United States Dollars after conversion from the other currency (at rates then generally used by Bank in calculating such conversions).

Executed as of April 2, 2008. Guarantor acknowledges having received a copy of this Guaranty and having made each waiver contained in this Guaranty with full knowledge of its consequences.

DIODES INCORPORATED

UNION BANK OF CALIFORNIA, N.A.

BY: /s/ Richard D. White

BY: /s/

TITLE: SVP, Finance

TITLE: _____

Address for notices to Guarantor:

Address for notices to Bank:

3050 East Hillcrest Drive
Westlake Village, CA 91362-3154
Attention: Carl C. Wertz,
Chief Financial Officer

San Fernando Valley Corporate Banking Office
5855 Topanga Canyon Boulevard

Woodland Hills, CA 91367
Attention: Robert W. Tietjen



GA

Microfilm ID # _____

Guaranty Agreement

Account Being Guaranteed:

_____	_____	_____	_____
Full Account Title	Branch	Account Number	Broker

Guarantor A/C:

_____	_____	_____	_____
Full Account Title	Branch	Account Number	Broker

_____	_____	_____	_____
Full Account Title	Branch	Account Number	Broker

Gentlemen:

In consideration of your opening or continuing an account for, and/or of your extension of credit in such account to (including, without limitation, issuing one or more letters of credit for the account of), _____ (the "Client"), on such terms and conditions as you and the Client may, from time to time, agree (notice of which I waive), and for other good and valuable consideration, receipt of which I acknowledge, I give this Guaranty on the following terms and conditions:

§1. Definitions

"Guaranty" means this Guaranty Agreement; "I", "me" and "my" mean the person who signs as Guarantor below; "you", "your" or "UBS Financial Services" mean UBS FINANCIAL SERVICES INC., and any successor to, and any individual, partnership, or corporation acting as nominee or agent for, UBS FINANCIAL SERVICES INC. "Client" means the person defined above; "Client Account" means the Client's margin account(s) with you, "Guarantor Account" means my margin account(s) with you; "Client Account Documents" means the Client's margin account agreement(s) with you (whether captioned "Client's Agreement" or otherwise) which governs the Client Account, together with any related agreement (including without limitation any Application and Agreement for Irrevocable Standby Letter of Credit), other document or requirement relating to the Client Account or to its operation or to any loan, letter of credit, debt, lien or security interest under or with respect to the Client Account; "Guarantor Account Documents" means my margin account agreement(s) with you (whether captioned "Client's Agreement" or otherwise) which governs the Guarantor Account, together with any related agreement, other document or requirement relating to the Guarantor Account or to its operation or to any loan, debt, lien or security interest under or with respect to the Guarantor Account; "Collateral" is defined in § 3, "Guaranteed Obligations" means all obligations and indebtedness of the Client to you in respect of (i) the purchase price of securities or other property in the Client Account; (ii) fees, expenses and other charges in connection with the Client Account; (iii) principal of and interest on, and fees and other amounts payable in respect of, any loans made and to be made to, and in respect of any reimbursement obligations, interest, fees, commissions and other amounts payable in respect of, any letter of credit issued for the account of, the Client; and (iv) all other amounts from time to time payable by the Client under the Client Account Documents; and "Guarantor Jurisdiction" means the country named in my address below.

Terms defined in the Guarantor Account Documents have their defined meaning when used in this Guaranty unless they are defined differently in this Guaranty. This Guaranty is subject to the terms and conditions of the Guarantor Account Documents, which are incorporated in and made a part of this Guaranty by reference except as expressly otherwise provided in this Guaranty. If there is any conflict or inconsistency between this Guaranty and the Guarantor Account Documents, this Guaranty controls.

§2. Guaranty

- (a) *Guaranty.* I unconditionally guarantee to you (i) the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of all of the Guaranteed Obligations in accordance with the terms of the Client Account Documents and (ii) in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the prompt payment in full when due (whether at the new extended stated maturity, by acceleration or otherwise) of all of the Guaranteed Obligations in accordance with the terms of such extension or renewal. I further agree that if the Client fails to pay in full when due any of the Guaranteed Obligations (whether at stated maturity, by acceleration or otherwise and whether in accordance with the original terms of the Client Account Documents or with the terms of any such extension or renewal), I will promptly pay the same, without demand or notice whatsoever, I will make all payments under this Guaranty in United States dollars in the manner and at the place provided in the Guarantor Account Documents. I will make all payments free and clear of and without deduction for any present or future foreign taxes, levies, imposts, deductions, charges, withholdings and all liabilities with respect thereto.
- (b) *Obligations Unconditional.* This Guaranty is a guarantee of payment and not of collection merely and my obligations hereunder are absolute and unconditional irrespective of (a) the value, genuineness, validity, regularity or enforceability of the Client Account Documents or any collateral security therefor or of the obligations of the Client with respect to the Guaranteed Obligations, or any substitution, release or exchange of any other guarantee or security for any of the Guaranteed Obligations, and, to the fullest extent permitted by applicable law, irrespective of any other circumstances whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, and regardless of any rule, regulation, decree or order now or hereafter in effect in any jurisdiction purporting to affect in any manner any of the terms of the Guaranteed Obligations or your rights thereunder, it being the intent of this Guaranty that my obligations hereunder shall be absolute and unconditional under any and all circumstances and shall not be discharged except by payment. Without limiting the generality of the foregoing, I agree that the occurrence of any one or more or all of the following shall not affect, limit or impair my obligations under this Guaranty:
 - (i) at any time, or from time to time, without notice to me, the time for the Client's performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;
 - (ii) any of the acts mentioned in, or contemplated or permitted by, any of the provisions of the Client Account Documents shall be done, including in general, but without limitation, your dealing with, and accepting and executing, the orders of the Client with respect to transactions in the Account without notice to me, the same as if this Guaranty had not been given;

- (iii) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be modified, supplemented or amended in any respect, or any right of yours under the Account Documents shall be waived or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with, or any other guarantor of the Guaranteed Obligations shall die; or
- (iv) any lien or security interest granted to you or in your favor or in favor of any trustee or other person on your behalf as security for any of the Guaranteed Obligations shall fail to be perfected.
- (c) *Waiver of Notice, etc.; Inducement.* I hereby expressly waive diligence, presentment, demand, protest, and all notices whatsoever except as expressly provided herein, including without limitation notice of acceptance of this Guaranty and the guaranty given hereunder, or of the making of any loan to or the issuance of any letter of credit for the account of the Client, or of any actions taken in or with respect to the Account, and any requirement that you exhaust any right, power or remedy or proceed against the Client or against any other person under any other guarantee of, or security for, any of the Guaranteed Obligations. I have not relied as an inducement or condition to the giving of this Guaranty on any representation or other guarantee by anyone, including without limitation any of your officers, employees or agents.
- (d) *Final Payment and Reinstatement.* I hereby further guarantee to you that all payments made by the Client to you on any of the Guaranteed Obligations will be final when made and I agree that if any such payment is recovered from, or repaid by, you in whole or in part in any bankruptcy, insolvency or similar proceeding instituted by or against the Client, my obligations under this Guaranty shall be automatically reinstated without any notice or other action on your part and this Guaranty shall continue to be fully applicable to such Guaranteed Obligations to the same extent as though the payment so recovered or repaid had never been originally made on such Guaranteed Obligations.
- (e) *Acceleration.* I agree that, as between myself on the one hand and you on the other hand, the maturity of the Guaranteed Obligations may be declared to be forthwith due and payable, or may be deemed automatically to have been accelerated, for the purposes of my obligations under this Guaranty with respect to the Guaranteed Obligations upon the occurrence of any event specified in the provisions of the Client Account Documents governing sale of property in the Client Account upon the occurrence of such events or upon the occurrence of an Event of Default (whether as defined in the Client Account Documents or in the Guarantor Account Documents), or upon the insolvency of the Client or the filing of any proceeding in respect of the Client under any law relating to bankruptcy, insolvency, reorganization or similar process, notwithstanding any stay, injunction or other prohibition (whether in a bankruptcy proceeding affecting the Client or otherwise) preventing acceleration of the maturity of, or any action to collect any amounts owing in respect of or to realize upon any security for the payment of, the Guaranteed Obligations as against the Client, and that in the event of such declaration or automatic acceleration, as the case may be, the Guaranteed Obligations (whether or not due and payable by the Client) shall thereupon become due and payable by me for purposes of this Guaranty.
- (f) *Continuing Guaranty and Termination.* Subject to the following provisions of this subsection 2(f) regarding termination, this Guaranty is a continuing guaranty and shall apply to all Guaranteed Obligations whenever arising until they are fully and finally satisfied. In furtherance and not in limitation of the foregoing, I understand and agree that I shall not be entitled to the release of, and you shall not be obligated to release, any Collateral until the latest of (i) the period ending fifteen calendar days after the final expiry of the Guaranteed Obligations; (ii) in the event of any arbitral, judicial or administrative suit, action or proceeding arising out of or in connection with this Guaranty or the Client Account, whether solely between you and me or involving third parties and regardless of whom brought or commenced, the conclusion of such suit, action or proceeding and the satisfaction of all of my related obligations and liabilities (if any); and (iii) in any event, your determination in your sole judgment and discretion that the Guaranteed Obligations have been fully and finally satisfied. I may at any time by written notice to you terminate my obligations and your rights under this Guaranty in respect only of Guaranteed Obligations arising after the effective date of such termination (which shall be a date no sooner than the giving of such notice as provided in §5(a)). For this purpose, all amounts owing by the Client which would be Guaranteed Obligations absent such termination and which (i) arise out of transactions occurring or ordered, loans made or committed to, or letters of credit issued or committed to, prior to the termination date even if such amounts themselves first arose or were liquidated after the termination date (including, without limitation, interest accrued, and reimbursement obligations arising in respect of a drawing on a letter of credit occurring, and expenses, liabilities, attorney's fees or other amounts incurred, after the termination date); or (ii) are losses and other expenses incurred in liquidating the Account during a reasonable time subsequent to the termination date; shall be deemed to be Guaranteed Obligations arising prior to the termination date. For the purposes hereof, the date you receive notice of my death shall be deemed to be the termination date.
- (g) *Subrogation.* I unconditionally agree that, until the payment and satisfaction in full of all of the Guaranteed Obligations, I will not exercise any right or remedy arising by reason of any performance by me of my guaranty in this Guaranty, whether by subrogation or otherwise, against the Client or any other guarantor of, or security for, any of the Guaranteed Obligations.

§3 Collateral.

I acknowledge and agree that the pledge, lien and security interest that I have granted to you pursuant to the Guarantor Account Documents and incorporated by reference herein pursuant to § 1 hereof shall secure my obligations under this Guaranty. For this purpose (i) references to "obligations" and "indebtedness" in the Guarantor Account Documents shall be deemed to include such obligations and (ii) the Property subject to such pledge, lien and security interest shall include, without limitation, all Property in your actual or constructive possession or control together with any and all proceeds thereof (collectively the "Collateral") and (iii) as provided in the Guarantor Account Documents any or all Collateral maybe pledged and repledged, hypothecated and rehypothecated. I agree to execute any documents which you request to evidence, perfect, and maintain such pledge, lien and security interest and I irrevocably authorize and appoint you to act as my agent and attorney-in-fact to execute such documents in my name, with or without designation of your authority. I acknowledge that I shall be obligated in respect of such documents as if I executed them myself.

§4 Arbitration.

- Arbitration is final and binding on the parties.
- The parties are waiving their right to seek remedies in court, including the right to jury trial.
- Pre-arbitration discovery is generally more limited than and different from court proceedings.
- The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

I agree, and by carrying an account for me UBS Financial Services agree(s), that any and all controversies which may arise between me and UBS Financial Services concerning any account, transaction, dispute or the construction, performance, or breach of this or any other Agreement, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this agreement shall be held under and pursuant to and be governed by the Federal Arbitration Act, and shall be conducted before an arbitration panel convened by the New York Stock Exchange, Inc. or the National Association of Securities Dealers, Inc. I may also select any other national security exchange's arbitration forum upon which UBS Financial Services is legally required to

By _____
Vice President

_____ Date

Re: Account Number FA-05670 (the "Account")

ADDENDUM TO GUARANTY AGREEMENT

This Addendum (this "Addendum") is attached to, incorporated by reference into and is fully a part of the Guaranty Agreement (as amended, supplemented or otherwise modified from time to time, the "Agreement") between UBS Financial Services Inc. ("UBS Financial Services") and the party signing this Addendum as Client where indicated below (the "Client") with respect to the Account. Any conflict between the terms of the Agreement and this Addendum shall be resolved in accordance with the terms of this Addendum. Defined terms used herein shall have the respective meanings set forth in the Agreement unless otherwise defined in this Addendum.

UBS Financial Services and the Client acknowledge and agree that the Agreement is amended by deleting Section 5(i) in its entirety.

Acknowledged and agreed this 28 day of March, 2008.

Client's Name: Diodes Incorporated

By: /s/ Keh-Shew Lu
Name: Keh-Shew Lu
Title: President & CEO



UBS Financial Services Inc.

CLIENT'S AGREEMENT

FULL ACCOUNT TITLE

DIODES INCORPORATED

BRANCH

F A

ACCOUNT NUMBER

0 5 6 7 0

BROKER

X C

Introduction

1. This Agreement contains the terms governing an account(s) in my name for the purchase or sale of property. In the Agreement, "I," "me" or "my" means each person who signs below. "You," "your" or "UBS Financial Services" means UBS Financial Services Inc., its successor firms, subsidiaries, correspondents or affiliates, or employees. "Property" means all securities, including but not limited to monies, stocks, options, bonds, notes, futures, contracts, commodities, certificates of deposit and other obligations, contracts or securities.

Applicable Rules and Regulations

2. All transactions for me shall be subject to the constitution, rules, regulations, bylaws, interpretations, customs and usages of the exchange or market and its clearing house, if any, where the transactions are executed. Such transactions are also subject, where applicable, to the provisions, rules and regulations of the Securities and Exchange Commission, the Commodity Futures Trading Commission, the Board of Governors of the Federal Reserve System in existence at this time and as later amended and supplemented.

Amendment or Waiver

3. I agree that you may change the terms of this agreement at any time upon prior written notice to me. By continuing to accept the services offered by you, I indicate to you my acceptance of these changes. If I do not accept the changes, I must notify you in writing of my refusal and my account will be cancelled. However, I will remain liable for any outstanding Debits and/or Charges on my account.

Transactions and Settlements

4. All orders for the purchase and sale of any property will be given by me and executed with the distinct understanding that an actual purchase or sale is intended and that it is my intention and obligation in every case to deliver property to cover any and all sales and in the case of purchases to receive and pay for property that I will do so upon your demand. In case you make a short sale of any property at my direction or in case I fail to deliver to you any property which you have sold at my direction, you are authorized to borrow the property necessary to enable you to make delivery to the purchaser and I agree to be responsible for the cost or loss you may incur, or the cost of obtaining the property if you are unable to borrow it. No settlement of my account(s) may occur without your first receiving all property for which the account is short and all property in which the account(s) are long being paid for in full and the property then delivered. You and your correspondents are my constituted agents to complete all such transactions and are authorized to make advances and expend monies as are required.

Marking Sell Orders Long or Short

5. When placing with you any sell order for a short account, I will designate it as such and hereby authorize you to mark the order as being "short." When placing with you any order for a long account, I will designate it as such and hereby authorize you to mark the order as being "long." Any sell order which I shall designate as being for a long account, is for property which is owned by me and, if you are unable to deliver this property from any account(s), the placing of the order will constitute my representation that the property will be delivered as required and that I will reimburse you for any expense incurred.

Binding Order

6. Any order which I give shall be binding upon me, and (my/our) personal representative until you receive notice of my death. Such death and notice will not affect your right to take any action which you could have taken if I had not died.

Lien Provisions

7. All property held or purchased shall be subject to a lien in your favor for the discharge of all my indebtedness and any other obligations that I may owe to you, however and whenever arising, and may be held by you as security for the payment of any such obligations or indebtedness to you in any account you maintain for me including any accounts in which I may have an interest. You are authorized without notice to me whenever you deem it advisable from time to time (a) to transfer interchangeably between any accounts I have with you any or all of the Property so held, without regard to whether you have in your possession or subject to your control other Property of the same kind and amount; (b) in the usual course of business pledge, repledge, hypothecate (either for the amount I owe you or for a greater or lesser sum) and lend the same to you as broker or to others from time to time, separately or commingled with Property carried for other clients and you shall not be required to deliver to me the same Property but only Property of the same kind and amount.

Payment of Indebtedness Upon Demand

8. I shall at all times be liable for the payment of any amounts advanced, any debit balance or other obligations owing in any of my account(s) with you and I shall be liable to you for any deficiency remaining in any such account(s) in the event of the liquidation thereof, in whole or in part, by you or by me. I shall make payment of any such debit balance, obligation, deficiency, indebtedness, including interest and commissions, upon demand and any costs of collection, including attorney's fees, if incurred by you.

Interest Provision

9. All amounts advanced and other balances due shall be charged interest in accordance with your usual custom, which may include the compounding of interest, including any increases in rates which reflect adjustments in the UBS Financial Services Base Loan Rate, and such other charges as you may make to cover your facilities and extra services. Payment of all amounts advanced and other balances due, together with the interest thereon, shall be made by me to you at any of your offices which will act as my agent for the transmittal of such amounts and other balances due to you at New York, New York.

I HAVE READ AND UNDERSTAND THE STATEMENT OF CREDIT PRACTICES DESCRIBING INTEREST CHARGES PRINTED ON THE REVERSE SIDE.

Sub-Agents

- 10. You may employ sub-brokers and shall be responsible only for reasonable care in their selection. You may deal with market makers or members of any exchange known as specialists or known as odd lot dealers and in the execution of my orders they may act as sub-brokers for me and may also buy or sell the property for themselves as dealers for their own account.

Margin Requirements

- 11. I agree to maintain in account(s) with you such positions and margin as required by all applicable statutes, rules, regulations, procedures, and customs, or as you deem necessary or advisable, and where applicable, to satisfy any and all margin calls issued in connection with such business.

Liquidations and Covering Positions

- 12. You shall have the right in accordance with your general policies regarding your margin maintenance requirements in existence at the time or; if in your discretion you consider it necessary for your protection to require additional collateral or the liquidation of any account of mine, or; in the event a petition in bankruptcy, or for appointment of a receiver is filed by or against me, or; an attachment is levied against the account(s) of mine, or; in the event of my death; to sell any or all property in the account(s) of mine with you, whether carried individually or jointly with others, to buy any or all property which may be short in such account(s), to cancel any open orders and to close any or all outstanding contracts, all without demand for margin or additional margin, other notice or sale or purchase, or other notice of advertisement. Any such sales or purchases may be made at your discretion on any exchange or other market where such business is usually transacted, or at public auction or private sale, and you may be the purchasers for your own account. It is understood a prior demand, or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of your right to sell or buy without demand or notice as herein provided. You shall not be liable to me in any way for any adverse tax consequences resulting from the liquidation of any appreciated Property in any account.

Binding Notice of Agreement

- 13. I expressly agree you will not be bound by any representation or agreement made by any of your employees or agents which purports to affect or diminish your rights under this agreement.

Effect of Law or Rule Change

- 14. In the event any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such finding or holding shall only affect the provision(s) involved and the remainder of this agreement and the application of all other provisions shall not be affected.

Address

- 15. My address below is and will continue to be a correct address until UBS Financial Services receives written notice of any change. Notices and communications sent to me at such address will constitute personal delivery to me, whether actually received or not.



Client Representation

16. I represent to have reached the age of majority according to the laws of the state of my residence. I agree to abide by the rules of the regulatory agencies and your firm's policy if I am employed by any; exchange or any corporation of which any exchange owns a majority of the capital stock; member or firm registered on any exchange, bank, trust company, insurance company; or any company or individual dealing, either as broker or principal, in stocks, bonds, or any other securities, commodities, or commercial paper. If during this agreement I become such an employee, you will be notified. No one other than me has or will have an interest in any account(s) of mine unless you are notified in writing by me.

Jurisdiction

17. All transactions made for my account(s) shall be governed by the terms of this agreement. This agreement and its enforcement shall be construed and governed by the laws of the State of New York, and shall be binding upon my heirs, executors, administrators, successors, and assigns.

Credit Review

18. An investigation of my personal and business credit may be made and, I may make written request, within a reasonable time, for disclosure of the nature of the investigation.

ARBITRATION

19. THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- ARBITRATION IS FINAL AND BINDING ON THE PARTIES. ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.
 - THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL. ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
 - PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS. THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
 - THE ARBITRATOR'S AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED. THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.
 - THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
 - THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
 - THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.
 - CLIENT AGREES, AND BY CARRYING AN ACCOUNT FOR YOU UBS FINANCIAL SERVICES INC. AGREES, THAT ANY AND ALL CONTROVERSIES WHICH MAY ARISE BETWEEN YOU AND UBS FINANCIAL SERVICES INC. CONCERNING ANY ACCOUNT(S), TRANSACTION, DISPUTE OR THE CONSTRUCTION, PERFORMANCE, OR BREACH OF THIS OR ANY OTHER AGREEMENT, WHETHER ENTERED INTO PRIOR, ON OR SUBSEQUENT TO THE DATE HEREOF, SHALL BE DETERMINED BY ARBITRATION. ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE HELD UNDER AND PURSUANT TO AND BE GOVERNED BY THE FEDERAL ARBITRATION ACT, AND SHALL BE CONDUCTED BEFORE AN ARBITRATION PANEL CONVENED BY THE NEW YORK STOCK EXCHANGE, INC. OR THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. CLIENT MAY ALSO SELECT ANY OTHER NATIONAL SECURITY EXCHANGE'S ARBITRATION FORUM UPON WHICH UBS FINANCIAL SERVICES INC. IS LEGALLY REQUIRED TO ARBITRATE THE CONTROVERSY WITH CLIENT, INCLUDING, WHERE APPLICABLE, THE MUNICIPAL SECURITIES RULEMAKING BOARD. SUCH ARBITRATION SHALL BE GOVERNED BY THE RULES OF THE ORGANIZATION CONVENING THE PANEL. CLIENT MAY ELECT IN THE FIRST INSTANCE THE ARBITRATION FORUM, BUT IF CLIENT FAILS TO MAKE SUCH ELECTION, BY REGISTERED LETTER OR TELEGRAM ADDRESSED TO UBS FINANCIAL SERVICES INC. AT 1200 HARBOR BOULEVARD, 10TH FLOOR, WEEHAWKEN, NJ 07086, ATTN: LEGAL DEPARTMENT, BEFORE THE EXPIRATION OF FIVE DAYS (5) AFTER RECEIPT OF A WRITTEN REQUEST FROM UBS FINANCIAL SERVICES INC. TO MAKE SUCH ELECTION, THEN UBS FINANCIAL SERVICES INC. MAY MAKE SUCH ELECTION. THE AWARD OF THE ARBITRATORS, OR OF THE MAJORITY OF THEM, SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.
 - NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED; (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT.
 - SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.
 - CLIENT EXPRESSLY AGREES THAT SERVICE OF PROCESS IN ANY ACTION SHALL BE SUFFICIENT IF SERVED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AT YOUR LAST ADDRESS KNOWN TO UBS FINANCIAL SERVICES INC.
- CLIENT EXPRESSLY WAIVES ANY DEFENSE TO SERVICE OF PROCESS AS SET FORTH ABOVE.

Assignment

20. This agreement may be assigned by you and will inure to the benefit of your successors and assigns and you may transfer or assign the account(s) of mine to them, which shall be binding on me and my personal representatives.



ML		
----	--	--

UBS Financial Services Inc.

CLIENT'S AGREEMENT

FULL ACCOUNT TITLE	BRANCH	ACCOUNT NUMBER	BROKER								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; height: 20px;"></td> <td style="width: 50%; height: 20px;"></td> </tr> </table>			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> </tr> </table>					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; height: 20px;"></td> <td style="width: 50%; height: 20px;"></td> </tr> </table>		

Introduction

1. This Agreement contains the terms governing an account(s) in my name for the purchase or sale of property. In the Agreement, "I," "me" or "my" means each person who signs below. "You," "your" or "UBS Financial Services" means UBS Financial Services Inc., its successor firms, subsidiaries, correspondents or affiliates, or employees. "Property" means all securities, including but not limited to monies, stocks, options, bonds, notes, futures, contracts, commodities, certificates of deposit and other obligations, contracts or securities.

Applicable Rules and Regulations

2. All transactions for me shall be subject to the constitution, rules, regulations, bylaws, interpretations, customs and usages of the exchange or market and its clearing house, if any, where the transactions are executed. Such transactions are also subject, where applicable, to the provisions, rules and regulations of the Securities and Exchange Commission, the Commodity Futures Trading Commission, the Board of Governors of the Federal Reserve System in existence at this time and as later amended and supplemented.

Amendment or Waiver

3. I agree that you may change the terms of this agreement at any time upon prior written notice to me. By continuing to accept the services offered by you, I indicate to you my acceptance of these changes. If I do not accept the changes, I must notify you in writing of my refusal and my account will be cancelled. However, I will remain liable for any outstanding Debits and/or Charges on my account.

Transactions and Settlements

4. All orders for the purchase and sale of any property will be given by me and executed with the distinct understanding that an actual purchase or sale is intended and that it is my intention and obligation in every case to deliver property to cover any and all sales and in the case of purchases to receive and pay for property that I will do so upon your demand. In case you make a short sale of any property at my direction or in case I fail to deliver to you any property which you have sold at my direction, you are authorized to borrow the property necessary to enable you to make delivery to the purchaser and I agree to be responsible for the cost or loss you may incur, or the cost of obtaining the property if you are unable to borrow it. No settlement of my account(s) may occur without your first receiving all property for which the account is short and all property in which the account(s) are long being paid for in full and the property then delivered. You and your correspondents are my constituted agents to complete all such transactions and are authorized to make advances and expend monies as are required.

Marking Sell Orders Long or Short

5. When placing with you any sell order for a short account, I will designate it as such and hereby authorize you to mark the order as being "short." When placing with you any order for a long account, I will designate it as such and hereby authorize you to mark the order as being "long." Any sell order which I shall designate as being for a long account, is for property which is owned by me and, if you are unable to deliver this property from any account(s), the placing of the order will constitute my representation that the property will be delivered as required and that I will reimburse you for any expense incurred.

Binding Order

6. Any order which I give shall be binding upon me, and (my/our) personal representative until you receive notice of my death. Such death and notice will not affect your right to take any action which you could have taken if I had not died.

Lien Provisions

7. All property held or purchased shall be subject to a lien in your favor for the discharge of all my indebtedness and any other obligations that I may owe to you, however and whenever arising, and may be held by you as security for the payment of any such obligations or indebtedness to you in any account you maintain for me including any accounts in which I may have an interest. You are authorized without notice to me whenever you deem it advisable from time to time (a) to transfer interchangeably between any accounts I have with you any or all of the Property so held, without regard to whether you have in your possession or subject to your control other Property of the same kind and amount; (b) in the usual course of business pledge, repledge, hypothecate (either for the amount I owe you or for a greater or lesser sum) and lend the same to you as broker or to others from time to time, separately or commingled with Property carried for other clients and you shall not be required to deliver to me the same Property but only Property of the same kind and amount.

Payment of Indebtedness Upon Demand

8. I shall at all times be liable for the payment of any amounts advanced, any debit balance or other obligations owing in any of my account(s) with you and I shall be liable to you for any deficiency remaining in any such account(s) in the event of the liquidation thereof, in whole or in part, by you or by me. I shall make payment of any such debit balance, obligation, deficiency, indebtedness, including interest and commissions, upon demand and any costs of collection, including attorney's fees, if incurred by you

Interest Provision

9. All amounts advanced and other balances due shall be charged interest in accordance with your usual custom, which may include the compounding of interest, including any increases in rates which reflect adjustments in the UBS Financial Services Base Loan Rate, and such other charges as you may make to cover your facilities and extra services. Payment of all amounts advanced and other balances due, together with the interest thereon, shall be made by me to you at any of your offices which will act as my agent for the transmittal of such amounts and other balances due to you at New York, New York.

I HAVE READ AND UNDERSTAND THE STATEMENT OF CREDIT PRACTICES DESCRIBING INTEREST CHARGES PRINTED ON THE REVERSE SIDE.

Sub-Agents

10. You may employ sub-brokers and shall be responsible only for reasonable care in their selection. You may deal with market makers or members of any exchange known as specialists or known as odd lot dealers and in the execution of my orders they may act as sub-brokers for me and may also buy or sell the property for themselves as dealers for their own account.

Margin Requirements

11. I agree to maintain in account(s) with you such positions and margin as required by all applicable statutes, rules, regulations, procedures, and customs, or as you deem necessary or advisable, and where applicable, to satisfy any and all margin calls issued in connection with such business.

Liquidations and Covering Positions

12. You shall have the right in accordance with your general policies regarding your margin maintenance requirements in existence at the time or; if in your discretion you consider it necessary for your protection to require additional collateral or the liquidation of any account of mine, or; in the event a petition in bankruptcy, or for appointment of a receiver is filed by or against me, or; an attachment is levied against the account(s) of mine, or; in the event of my death; to sell any or all property in the account(s) of mine with you, whether carried individually or jointly with others, to buy any or all property which may be short in such account(s), to cancel any open orders and to close any or all outstanding contracts, all without demand for margin or additional margin, other notice or sale or purchase, or other notice of advertisement. Any such sales or purchases may be made at your discretion on any exchange or other market where such business is usually transacted, or at public auction or private sale, and you may be the purchasers for your own account. It is understood a prior demand, or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of your right to sell or buy without demand or notice as herein provided. You shall not be liable to me in any way for any adverse tax consequences resulting from the liquidation of any appreciated Property in any account.

Binding Notice of Agreement

13. I expressly agree you will not be bound by any representation or agreement made by any of your employees or agents which purports to affect or diminish your rights under this agreement.

Effect of Law or Rule Change

14. In the event any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such finding or holding shall only affect the provision(s) involved and the remainder of this agreement and the application of all other provisions shall not be affected.

Address

15. My address below is and will continue to be a correct address until UBS Financial Services receives written notice of any change. Notices and communications sent to me at such address will constitute personal delivery to me, whether actually received or not.

Client Representation

16. I represent to have reached the age of majority according to the laws of the state of my residence. I agree to abide by the rules of the regulatory agencies and your firm's policy if I am employed by any; exchange or any corporation of which any exchange owns a majority of the capital stock; member or firm registered on any exchange, bank, trust company, insurance company; or any company or individual dealing, either as broker or principal, in stocks, bonds, or any other securities, commodities, or commercial paper. If during this agreement I become such an employee, you will be notified. No one other than me has or will have an interest in any account(s) of mine unless you are notified in writing by me.

Jurisdiction

17. All transactions made for my account(s) shall be governed by the terms of this agreement. This agreement and its enforcement shall be construed and governed by the laws of the State of New York, and shall be binding upon my heirs, executors, administrators, successors, and assigns.

Credit Review

18. An investigation of my personal and business credit may be made and, I may make written request, within a reasonable time, for disclosure of the nature of the investigation.

ARBITRATION

19. THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- ARBITRATION IS FINAL AND BINDING ON THE PARTIES. ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.
- THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL. ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS. THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
- THE ARBITRATOR'S AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED. THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD
- THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
- THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT
- CLIENT AGREES, AND BY CARRYING AN ACCOUNT FOR YOU UBS FINANCIAL SERVICES INC. AGREES, THAT ANY AND ALL CONTROVERSIES WHICH MAY ARISE BETWEEN YOU AND UBS FINANCIAL SERVICES INC. CONCERNING ANY ACCOUNT(S), TRANSACTION, DISPUTE OR THE CONSTRUCTION, PERFORMANCE, OR BREACH OF THIS OR ANY OTHER AGREEMENT, WHETHER ENTERED INTO PRIOR, ON OR SUBSEQUENT TO THE DATE HEREOF, SHALL BE DETERMINED BY ARBITRATION. ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE HELD UNDER AND PURSUANT TO AND BE GOVERNED BY THE FEDERAL ARBITRATION ACT, AND SHALL BE CONDUCTED BEFORE AN ARBITRATION PANEL CONVENED BY THE NEW YORK STOCK EXCHANGE, INC. OR THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. CLIENT MAY ALSO SELECT ANY OTHER NATIONAL SECURITY EXCHANGE'S ARBITRATION FORUM UPON WHICH UBS FINANCIAL SERVICES INC. IS LEGALLY REQUIRED TO ARBITRATE THE CONTROVERSY WITH CLIENT, INCLUDING, WHERE APPLICABLE, THE MUNICIPAL SECURITIES RULEMAKING BOARD. SUCH ARBITRATION SHALL BE GOVERNED BY THE RULES OF THE ORGANIZATION CONVENING THE PANEL. CLIENT MAY ELECT IN THE FIRST INSTANCE THE ARBITRATION FORUM, BUT IF CLIENT FAILS TO MAKE SUCH ELECTION, BY REGISTERED LETTER OR TELEGRAM ADDRESSED TO UBS FINANCIAL SERVICES INC. AT 1200 HARBOR BOULEVARD, 10TH FLOOR, WEEHAWKEN, NJ 07086, ATTN: LEGAL DEPARTMENT, BEFORE THE EXPIRATION OF FIVE DAYS (5) AFTER RECEIPT OF A WRITTEN REQUEST FROM UBS FINANCIAL SERVICES INC. TO MAKE SUCH ELECTION, THEN UBS FINANCIAL SERVICES INC. MAY MAKE SUCH ELECTION. THE AWARD OF THE ARBITRATORS, OR OF THE MAJORITY OF THEM, SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.
- NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL:
 - (I) THE CLASS CERTIFICATION IS DENIED;
 - (II) THE CLASS IS DECERTIFIED; OR
 - (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT.
- SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.
- CLIENT EXPRESSLY AGREES THAT SERVICE OF PROCESS IN ANY ACTION SHALL BE SUFFICIENT IF SERVED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AT YOUR LAST ADDRESS KNOWN TO UBS FINANCIAL SERVICES INC.

CLIENT EXPRESSLY WAIVES ANY DEFENSE TO SERVICE OF PROCESS AS SET FORTH ABOVE.

Assignment

20. This agreement may be assigned by you and will inure to the benefit of your successors and assigns and you may transfer or assign the account(s) of mine to them, which shall be binding on me and my personal representatives.

Accuracy of Reports

21. ALL REPORTS OF EXECUTION OF ORDERS AND ACCOUNT STATEMENTS SHALL BE CONCLUSIVE IF NOT OBJECTED TO BY ME IN WRITING IMMEDIATELY BY NOTICE SENT TO YOU BY REGISTERED MAIL.

Joint and Several Liability and Joint Accounts

22. If more than one person signs this agreement, our obligations under this agreement shall be joint and several. If more than one person signs this agreement, you may accept any orders and instructions from each, and upon receipt of inconsistent instructions or a court order, may suspend or terminate my account.

Liability for Costs of Collection

23. I agree to pay you the reasonable costs and expenses of collection, including attorney's fees, for any unpaid Debits, Charges, and other amounts owing you.

Ineligible Accounts

24. Your account cannot have margin if it is a UGMA/UTMA, ERISA Plan, Retirement, 529 Plan or Estate account. Most managed programs cannot have margin.

Suitability

25. Margin is not suitable for all clients. Please review UBS Financial Service's Loan Disclosure Statement carefully for information on the risks involved with using margin.

Loan Consent

26. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT YOU AND YOUR SUCCESSORS AND ASSIGNS ARE AUTHORIZED IN THE USUAL COURSE OF BUSINESS TO LEND, RELEND, HYPOTHECATE, REHYPOTHECATE, PLEDGE OR REPLEDGE SEPARATELY OR TOGETHER WITH THE PROPERTY OF OTHERS EITHER TO YOURSELVES OR TO OTHERS ANY PROPERTY WHICH YOU MAY BE CARRYING FOR ME ON MARGIN. THIS AUTHORIZATION SHALL APPLY TO ALL ACCOUNTS CARRIED BY YOU FOR ME AND SHALL REMAIN IN FULL FORCE UNTIL WRITTEN NOTICE OF REVOCATION IS RECEIVED BY YOU.

IN RETURN FOR YOUR EXTENSION OR MAINTENANCE OF CREDIT IN CONNECTION WITH MY ACCOUNT, I ACKNOWLEDGE THAT THE SECURITIES IN MY MARGIN ACCOUNT, TOGETHER WITH ALL ATTENDANT RIGHTS OF OWNERSHIP, MAY BE LENT TO YOU OR LENT OUT TO OTHERS. IN CONNECTION WITH SUCH LOANS, YOU MAY RECEIVE AND RETAIN CERTAIN BENEFITS TO WHICH I WILL NOT BE ENTITLED. IN CERTAIN CIRCUMSTANCES, SUCH LOANS MAY LIMIT, IN WHOLE OR IN PART, MY ABILITY TO EXERCISE VOTING RIGHTS OF THE SECURITIES LENT.

BY SIGNING THIS AGREEMENT THE CUSTOMER ACKNOWLEDGES THAT:

1. THE SECURITIES IN THE CUSTOMER'S MARGIN ACCOUNT MAY BE LOANED TO THE BROKER OR LOANED OUT TO OTHERS AND;
2. THAT THE CUSTOMER HAS RECEIVED A COPY OF THIS AGREEMENT. THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AT PAGE 2 AT PARAGRAPH 19.

Do you intend to engage in "pattern day trading" as defined by NYSE Rule 431? * <input type="radio"/> Yes <input type="radio"/> No
--

* "Day Trading" means purchasing and selling or selling and purchasing the same security in the same day in a margin account. "Pattern day trading" means executing four or more day trades within five business days if the number of day trades exceeds six percent of the total trades during that period.

[CLIENT: BE SURE TO RETAIN YOUR COPY]	/s/ Keh-Shew Lu, President & CEO 3-28-08	
	Signature of Principal (Name and title if a corporation)	Date
	(Signature of Second Party, if a Joint Account)	Date

No. of Street Address	City or Town	State	Postal Code
-----------------------	--------------	-------	-------------

Re: Account Number FA-05670 (the "Account")

**ADDENDUM TO CLIENT'S AGREEMENT AND
TERMS AND CONDITIONS FOR IRREVOCABLE STANDBY LETTER OF CREDIT**

This Addendum (this "Addendum") is attached to, incorporated by reference into and is fully a part of the Client's Agreement (as amended, supplemented or otherwise modified from time to time, the "Client's Agreement") and the Terms and Conditions For Irrevocable Standby Letter of Credit (as amended, supplemented or otherwise modified from time to time, the "Terms and Conditions") between UBS Financial Services Inc. ("UBS Financial Services") and the party signing this Addendum as Client where indicated below (the "Client") with respect to the Account. Any conflict between the terms of the Client's Agreement and this Addendum shall be resolved in accordance with the terms of this Addendum. Defined terms used herein shall have the respective meanings set forth in the Client's Agreement unless otherwise defined in this Addendum.

UBS Financial Services and the Client acknowledge and agree that:

1. The Client's Agreement is amended by adding the following at the end of Section 12:

"I expressly agree that your right to liquidate any account of mine if in your discretion you consider it necessary for your protection to do so shall include, without limitation, the right to liquidate any such account in the event of a breach by me of any provision of this or any other agreement with you or your affiliates or as a result of my insolvency. I further agree that in the event you determine to liquidate any property credited to any of my accounts, you shall, to the fullest extent permitted by applicable law, have the right to do so in any manner, including, without limitation, the sale of my property individually or in a block, for cash or for credit, in a public or private sale, with or without public notice, through the use of sealed bids or otherwise, with the aid of any advisor or agent who may be your affiliate or in any other manner as you in your sole discretion shall choose. I acknowledge that the price you obtain for my property in your chosen method of sale may be lower than might be otherwise obtained in another method of sale, and I hereby agree that any such sale shall not be considered to be not commercially reasonable solely because of such lower price. I understand that there may not be a liquid market for the property in my accounts and that, as a result, the price received for my property upon your liquidation may be substantially less than I paid for such property or than the last market value available for it, if any. I further agree that any sale by you shall not be considered to be not commercially reasonable solely because there are few (including only one) or no third parties who submit bids or otherwise offer to buy my property. I understand that your sale of any of the property in my accounts may be subject to various state and federal property and/or securities laws and regulations, and that compliance with such laws and regulations may result in delays and/or a lower price being obtained for my property. I agree that you shall have the right to restrict any prospective purchasers to those who, in your sole discretion, you deem to be qualified. I acknowledge that you shall have sole authority to determine, without limitation, the time, place, method of advertisement and manner of sale and that you may delay or adjourn any such sale in your sole discretion. I expressly authorize you to take any action with respect to my property

as you deem necessary or advisable to facilitate any liquidation, and I agree that you shall not be held liable for taking or failing to take any such action, regardless if a greater price may have been obtained for my property if such action was or was not taken, as applicable. I hereby waive, to the fullest extent permitted by law, any legal right of appraisal, notice, valuation, stay, extension, moratorium or redemption that I would otherwise have with respect to a sale of my property.”

2. The Client’s Agreement is amended by adding the following at the end of Section 7:

“I also hereby grant you a lien on my right to receive proceeds under any loan or financing agreement entered into subsequent to the date hereof or under any issuance of shares by me subsequent to the date hereof under any primary or secondary offering, or other financing arrangement that I may undertake. I agree to promptly notify you about the occurrence of or my intention to conduct any transaction contemplated by the prior sentence.”

3. The Client’s Agreement is amended by adding the following as Section 27:

“I understand, acknowledge and agree that you shall have no obligation to extend any further credit to me.”

4. The first sentence of Section 9 of the Client’s Agreement is amended in its entirety to read as follows:

“All amounts advanced and other balances due shall be charged interest at a floating rate of interest per annum equal to the sum of the prevailing daily 30-day LIBOR plus 4.00% and in accordance with your usual custom, which may include the compounding of interest, including any increases in rates which reflect adjustments in 30-day LIBOR.”

5. Section 11 of the Client’s Agreement is amended by adding the following after “business”:

”; provided, however, for auction rate securities in the account(s), I agree that I shall maintain margin equal to the greater of twenty-five (25%) percent of value, as determined by UBS Financial Services, or the margin required by all applicable statutes, rules and regulations.”

6. The Terms and Conditions are amended by adding the following at the end of Section 2(e):

“Notwithstanding your right to maintain the Collateral for a period ending fifteen (15) calendar days after the expiry of the Credit, in connection with the

Credit (and not with respect to any other obligation I may have to you) you agree to release the Collateral upon (i) the surrender of the Credit to you by the beneficiary for termination, together with a letter from me and from the beneficiary in form acceptable to you acknowledging and agreeing to the termination of the Credit, and the full repayment of my loan obligations owing to you as a result of any drawings under the Credit, or (ii) if the Credit has been drawn in full, the full repayment of my loan obligations owing to you as a result of that drawing.

Acknowledged and agreed this 28th day of March, 2008.

Client's Name: Diodes Incorporated

By: /s/ Keh-Shew Lu

Name: Keh-Shew Lu

Title: President & CEO



Terms and Conditions For Irrevocable Standby Letter of Credit

Letter of Credit A/C	Branch	Account Number	Broker
Guarantor A/C	Branch	Account Number	Broker
Guarantor A/C	Branch	Account Number	Broker

§1. Introduction.

- (a) Agreement and Credit. The Application and this Agreement (this "Agreement") govern the Credit we may issue for your account as requested in the Application included with this Agreement and, unless and to the extent otherwise agreed, any amendment or modification to the Credit.
- (b) Definitions. "I", "me" and "my" mean the person who signs as Applicant on this Agreement; "you", "your" or "UBS Financial Services" mean UBS FINANCIAL SERVICES INC., and any successor to, and any individual, partnership, or corporation acting as nominee or agent for UBS FINANCIAL SERVICES INC.; "Credit" is defined in this Agreement and, unless and to the extent otherwise agreed, the term also means any amendment or modification thereto; "Account" means my account(s) with you; "Account Documents" means my account agreement(s) with you (whether captioned "Client's Agreement" or otherwise) which governs my Account, together with any related agreement, other document or requirement relating to the Account or to its operation or to any loan, debt, lien or security interest under or with respect to the Account; "Collateral" is defined in § 3; "Obligations" means any obligation or liability I have to you arising under or in connection with this Agreement or the Credit; "Institution" means any advising bank, confirming bank or other entity involved in advising, confirming, negotiating or dealing with the Credit other than you, myself or the beneficiary of the Credit; "Event of Default" is defined in § 4; and "Applicant Jurisdiction" means the country named in the Application as my address.

Terms defined in the Account Documents have their defined meanings when used in this Agreement unless they are defined differently in this Agreement. This Agreement is subject to the terms and conditions of the Account Documents, which are incorporated in and made a part of this Agreement by reference except as expressly otherwise provided in this Agreement. If there is any conflict or inconsistency between this Agreement and the Account Documents, this Agreement controls.

§2. Payment Terms.

- (a) Payments. I agree to pay to you on demand in United States dollars in the manner and at the place provided in the Account Documents:
- as reimbursement for any amounts you pay for or in respect of drawings under the Credit, the amount paid;
 - such commission for the issuance of the Credit and such other fees at such rate or in such amount as you determine;
 - all claims, damages, losses, liabilities, costs and out-of-pocket expenses incurred by or made against you or any Institution in connection with the administration or enforcement of this Agreement, or the issuance, maintenance or past or prospective payment or non-payment of the Credit, including, without limitation, any related transfer, stamp, documentary or other similar taxes, assessments or charges, or in connection with any arbitral, judicial or administrative action or proceeding in connection with any of the foregoing, and fees and disbursements of counsel in connection therewith; and
 - interest on any unpaid loans deemed to be made under subsection 2(b) below at the rate and terms applicable to the Account under the Account Documents.
- (b) Charge to Account and Loans. You may charge my Account for any and all amounts I owe you. Until you demand payment, any amounts I owe you will be deemed to be loans or advances under the Account Documents payable on your demand.
- (c) Taxes. I will make all payments free and clear of and without deduction for any present or future foreign taxes, levies, imposts, deductions, charges, withholdings and all liabilities with respect thereto.
- (d) Increased costs. If any change in law or regulation or in their judicial or governmental interpretation or application imposes on or modifies or increases with respect to you any net capital reserve, insurance premium, assessment, special deposit or similar requirement or any other condition in connection with letters of credit you issue with the effect of increasing your cost of issuing or maintaining the Credit, I will pay you on demand the amount of such increased cost. Any such increased cost will be the result of your reasonable allocation of the aggregate of such costs in connection with letters of credit you issue and your certificate to me as to its amount shall be conclusive, absent manifest error.
- (e) Continuing Obligations. I agree that my Obligations shall continue until they are fully and finally satisfied. In furtherance and not in limitation of the foregoing, I understand and agree that I shall not be entitled to the release of, and you shall not be obligated to release, any Collateral until the latest of (i) the period ending fifteen (15) calendar days after the final expiry of the Credit; (ii) in the event of any arbitral, judicial or administrative suit, action or proceeding arising out of or in connection with this Agreement or the Credit, whether solely between you and me or involving third parties and regardless of by whom brought or commenced, the conclusion of such suit, action or proceeding and the satisfaction of all of my related obligations and liabilities (if any); and (iii) in any event, your determination in your sole judgment and discretion that the Obligations have been fully and finally satisfied.

§3. Collateral and Credit Maintenance Information.

- (a) Collateral. I acknowledge and agree that the pledge, lien and security interest that I have granted to you pursuant to the Account Documents and incorporated by reference herein pursuant to § 1 hereof shall secure my Obligations. For this purpose (i) references to "obligations" and "indebtedness" in the Account Documents shall be deemed to include my Obligations and (ii) the Property subject to such pledge, lien and security interest shall include, without limitation, all Property in your actual or constructive possession or control together with any and all

proceeds of such Property (collectively the "Collateral") and (iii) as provided in the Account Documents any or all Collateral may be pledged and

repledged, hypothecated and rehypothecated. I agree to execute any documents which you request to evidence, perfect, and maintain such pledge, lien and security interest and I irrevocably authorize and appoint you to act as my agent and attorney-in-fact to execute such documents in my name, with or without designation of your authority. I acknowledge that I shall be obligated in respect of such documentation as if I executed it myself.

- (b) Credit Maintenance. I agree that the following margin requirements must be met and maintained for collateral that is not U.S. Government or Direct Agency Debt; (1) Diversification. The market value of any one issue of securities shall not exceed 25% of the total market value in my account (2) Rating. All equity securities must be rated by S&P B or better. All debt securities must be rated by S&P BBB or better or by Moody's Baa or better; (3) Liquidity. All equity securities must have, in your sole judgment, sufficient trading volume in relation to the number of shares outstanding. The original issue of any debt security must be at least \$30,000,000.

§4. Events of Default.

- (a) It will be an Event of Default if (i) I default in the punctual payment of any sum payable upon the Obligations or fail to perform any other agreement entered into with you or another; or (ii) if any of the following happens in any jurisdiction under any law with respect either to me or any guarantor of the Obligations: the commencement of any voluntary or involuntary proceedings for bankruptcy, reorganization, dissolution, or liquidation; suspension or liquidation of my or their usual business; insolvency; application for, or appointment of, a conservator, rehabilitator, or receiver of me or them or my or their property; attachment or levy upon any of their or my property (including, without limitation, my Account) by any person or entity; death; termination of existence; offering a composition or extension to creditors; assignment for the benefit of creditors; the making or sending notice of an intended bulk transfer; making any misrepresentation to you for the purpose of obtaining credit; or, in your opinion, impairment of my or their financial responsibility.
- (b) If there is an Event of Default, all the Obligations, although contingent and not mature, shall, without notice or demand, be immediately due and payable.

§5. Commercial Practices.

- (a) The Credit. Neither you nor any Institution nor any of your or their officers, directors or employees shall be liable or responsible for, and my Obligations shall not in any manner be affected by: (i) the use which may be made of the Credit or the proceeds thereof by the beneficiary or any other person; (ii) the form, validity, accuracy, sufficiency, legal effect, or genuineness of documents other than the Credit, even if such documents should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent, or forged; (iii) failure of any draft or claim to bear any reference or adequate reference to the Credit; (iv) omissions, interruptions, or delays in transmission or delivery of any message by mail or teletransmission; (v) any act, error, default, omission, or failure in business of any Institution or any consequences arising from causes beyond your control; (vi) any payment against presentation of drafts, claims, documents or required statements which do not strictly comply with the terms of the Credit provided such drafts, claims, documents, or required statements substantially comply with the terms of the Credit; or (vii) any other circumstances whatsoever in making or failing to make payment under the Credit. In furtherance and not in limitation of the foregoing, you may accept documents that appear on their face to be in order without responsibility for further investigation, regardless of any notice or information to the contrary. You shall have sole discretion to decide whether to pay against drafts, claims, documents, or required statements which substantially comply with the terms of the Credit.
- (b) Claims and Assigns. You are authorized to accept an authenticated teletransmission claim from the beneficiary of the Credit containing any required statement(s) in lieu of any required draft and any required signed statement(s). Unless the Credit expressly provides to the contrary, I agree that you may pay or pay against, as complying with the terms of the Credit, any draft, statement or other document otherwise in order, or which substantially complies with the terms of the Credit, even if such draft, statement, or other document purports to be signed or issued by an administrator, trustee in bankruptcy, debtor in possession, assignee for the benefit of creditors, liquidator, receiver, successor, legal representative, or any other party succeeding de facto or de jure to the powers, rights, or privileges of the party who is authorized under the Credit to draw or issue any drafts, claims, required statements or other documents.
- (c) Authorization. You and any Institution may act in reliance upon any oral, written, or teletransmitted request or notice you or they, as the case may be, believe in good faith that I have authorized, whether or not given or signed by me.
- (d) Liability. Neither you nor any Institution nor your or their officer, directors or employees shall under any circumstances for any reason have any liability to me for any consequential damages arising out of any act or omission or performance or nonperformance with respect to this Agreement or the Credit.

§6. Miscellaneous.

- (a) Notices. Notices or other communications with respect to this Agreement or the Credit shall be given and shall be effective as provided in the Account Documents.
- (b) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to conflicts of laws rules. Your rights and obligations under the Credit shall be governed by either (i) the Uniform Customs and Practice for Documentary Credits (2007 Revision) ICC Publication No. 600, or (ii) the International Standby Practices (ISP98) ICC Publication No. 590, as set forth in the Credit, and to the extent not inconsistent therewith, the law of the State of New York, including Article 5 of the New York Uniform Commercial Code. In the event the Credit is governed by the Uniform Customs and Practice for Documentary Credits (2007 Revision) ICC Publication No. 600, I agree that Article 14(d) therein shall be excluded and be of no force or effect. Any provision hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.
- (c) No Waiver. No failure on your part to exercise, and no delay in exercising, any right, power or privilege under this Agreement, nor any course of dealing with respect to any of the same, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No notice to or demand on me shall entitle me to any other or further notice or demand in the same, similar or other circumstances. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
- (d) Modification, Amendment, Waiver, Etc. The provisions of this Agreement may be amended, modified or waived only by an instrument or instruments in writing signed by me and you, except that a waiver need be signed only by the party intended to be bound.
- (e) Successors and Assigns. This Agreement shall be binding upon me and my heirs, estate, executors, administrators, successors and assigns, and shall inure to the benefit of you and your successors and assigns and each subsequent holder of the Obligations. I may not delegate or

transfer any of my Obligations hereunder without your prior consent. You may assign any or all of your rights and powers under this Agreement, with any or all of the Obligations, and, in the event of such assignment, the assignee shall have the same rights and remedies as if originally named in this Agreement in your place.

- (f) Headings. The section and subsection headings used in this Agreement have been inserted for convenience of reference only. They do not constitute matters to be considered in interpreting this Agreement.
- (g) No Arbitration; Jurisdiction and Service of Process; Waiver of Jury Trial.
- (i) **THE PROVISIONS OF §1 NOTWITHSTANDING, THE PROVISIONS FOR ARBITRATION CONTAINED IN THE ACCOUNT DOCUMENTS SHALL NOT APPLY IN ANY MANNER TO ANY CONTROVERSIES WHICH MAY ARISE**



BETWEEN YOU AND ME CONCERNING THIS AGREEMENT OR THE CREDIT OR ANY MATTERS RELATED THERETO.

Nothing in the next preceding sentence shall impair or otherwise in any way affect the provisions for arbitration under the Account Documents as to matters other than those referred to in the next preceding sentence.

- (ii) I agree that any suit, action or proceeding against me with respect to this Agreement or on any judgment entered by any court with respect to this Agreement may be brought in the Supreme Court of the State of New York, County of New York, in the United States District Court for the Southern District of New York or in the courts of the Applicant Jurisdiction, as you may elect in your sole discretion. I submit to the non-exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment. I further irrevocably consent to the service of process in any such suit, action or proceeding in said courts by your mailing the same by registered or certified mail, postage prepaid, to me addressed as provided in subsection 6(a). Nothing herein shall in any way be deemed to limit your ability to make such service in any other manner permitted by applicable law or to obtain jurisdiction over me in such other jurisdictions, and in such manner, as may be permitted by applicable law.
- (iii) I irrevocably waive any objection which I may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in the Supreme Court of the State of New York, County of New York or the United States District Court for the Southern District of New York. I further irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.
- (iv) **I hereby irrevocably waive any and all right to a trial by jury in any such suit, action or proceeding and any right to assert or bring a counterclaim or cross-claim in any such suit, action or proceeding.**
- (h) Commercial Obligations and immunity. I represent and warrant to you that I am subject to civil and commercial law with respect to my Obligations, and that my making and performing this Agreement is a private and commercial act, not a governmental or public act, and that neither I nor any of my revenues or properties has any right of immunity (whether sovereign, diplomatic or otherwise) from legal proceedings, process or remedies with respect to my Obligations under any applicable law. I irrevocably waive and agree not to claim any such immunities to which I might now or hereafter be entitled or which may be attributed to me.

I hereby acknowledge and agree that I have received a copy of this Terms and Conditions for irrevocable Standby Letter of Credit, have reviewed it, and will be bound by its terms,

I hereby further acknowledge that I have received a copy of, read and understand the issues discussed in the UBS Financial Services Loan Disclosure Statement which details, among other things, the risks of borrowing funds secured by my Account.

Authorized Signature

Date

/s/ Keh-Shew Lu

Authorized Signature

March 28, 2008

Date



For Immediate Release

**Diodes Incorporated to Acquire Zetex plc
Creating Global Discrete and Analog Semiconductor Leader**

*All-Cash Transaction Valued at \$176 Million for Zetex's \$127 Million in Revenue
and Approximately \$31 Million of Cash Equivalents as of December 31, 2007*

- Combined 2007 revenue of \$528 million and expected to be accretive to GAAP earnings per share within 12 months
- Strengthens Diodes' product portfolio by expanding into the industrial and automotive markets and greatly increases its customer footprint in Europe
- Zetex's wafer processing and packaging technologies will complement Diodes' wafer processing and packaging capacity and capabilities
- Transaction expected to result in revenue, operating and cost synergies

DALLAS, TX and Manchester, UK — April 4, 2008 — Diodes Incorporated (Nasdaq: DIOD), a leading global manufacturer and supplier of application specific standard products within the broad discrete and analog semiconductor markets, and Zetex plc (London Stock Exchange: ZTX), a leading provider of discrete and high performance analog semiconductor products for signal processing and power management, jointly announced today that the companies' respective Boards of Directors have reached agreement on the terms of the recommended acquisition of Zetex by Diodes. Under the terms of the transaction, shareholders of Zetex will receive 85.45 pence in cash per Zetex ordinary share, valuing the fully diluted share capital of Zetex at approximately \$176.3 million USD (based on the US\$:GBP\$ exchange rate of 1.9778).

"I believe this transaction meets all of our stringent acquisition criteria that we imposed as part of our evaluation process, including our expectation that it will be accretive within twelve months following the close," said Diodes' President and CEO, Dr. Keh-Shew Lu. "This acquisition will accelerate Diodes' broad product platform strategy as Zetex will contribute a wide range of new discrete and analog products and capabilities that will aid in deeper penetration of our key end-markets. Additionally, Zetex's application focus, strong European presence and concentration in the industrial and automotive markets perfectly complement Diodes' strengths in the consumer, computing and communications markets, primarily in Asia and North America. Furthermore, we believe this combination will create substantial synergies including excellent cross-selling opportunities, together with economies of scale and cost savings by leveraging Diodes' manufacturing and packaging capabilities and capacity."

"We look forward to further providing the high level of service, support and unwavering commitment to utilizing the most efficient processes and technology across all product lines that our combined customer base has come to expect from each company," Dr. Lu continued. "At the same time, we will work with our customers to ensure they have a clear understanding of our

product roadmap should they choose the additional products available to them through this combination. Diodes has a successful track record of integrating select acquisitions to drive future growth, and we look forward to integrating Zetex and its customers into the Diodes family.”

Commenting on the proposed acquisition, Hans Rohrer, Chief Executive Officer of Zetex plc, said, “This transaction is very compelling as it adds Zetex’s product set and customer base to Diodes’ existing leadership position as a world-class semiconductor player and enables the combined company to be leveraged internationally across a broader geographic footprint. Applying Diodes’ packaging capabilities and capacity and exploiting it with Zetex’s process technology strength will create a highly valuable supplier for the combined worldwide customer base.”

The transaction will be subject to the approval of Zetex’s shareholders and its sanction by a Court in the United Kingdom. Further details of the transaction and arrangement are set out in Diodes’ Current Report on Form 8-K filed with the Securities and Exchange Commission on April 4, 2008.

Conference Call and Slide Presentation Information

Diodes will host a conference call on Friday, April 4, 2008 at 10:00 a.m. Central Time (11:00 a.m. Eastern Time). This conference call will be broadcast live over the Internet with a slide presentation and can be accessed by all interested parties on the Investor section of Diodes’ website at <http://www.diodes.com>. On the call, Dr. Keh-Shew Lu, Diodes’ President and CEO, Carl Wertz, Diodes’ CFO, Mark King, Diodes’ Senior Vice President of Sales and Marketing, Richard White, Diodes’ Senior Vice President of Finance, and Hans Rohrer, Zetex’s CEO will discuss the proposed Zetex acquisition. Investors and analysts are invited to participate on the call. To listen to the live call, please go to the Investor section of Diodes website and click on the Conference Call link at least fifteen minutes prior to the start of the call to register, download, and install any necessary audio software.

When: Friday, April 4, 2008
Time: 10:00 a.m. CT / 11:00 a.m. ET
Dial in: +1 888-713-4213; outside the U.S. +1 617-213-4865
Participant Code: 96628924
Live Webcast: <http://investor.diodes.com>

For those unable to participate during the live broadcast, a replay will be available shortly after the call and will be available on Diodes’ website for approximately 60 days. The replay number is 888-286-8010 with a pass code of 21548188. International callers should dial 617-801-6888 and enter the same pass code at the prompt.

About Zetex plc

Zetex plc designs and manufactures high-performance analog and discrete semiconductors for a broad spectrum of applications, with a particular focus on LED lighting, audio and DBS applications. Its integrated and discrete semiconductor products offer compact, high efficiency power management and signal processing solutions, which meet the demand for greater power efficiency, precision and speed in analog and digital circuit design. The company is headquartered near Manchester in the United Kingdom and has design support, manufacturing and sales operations located throughout Asia, Europe and North America. Zetex employs more than 650 people worldwide and is the only United Kingdom quoted, vertically integrated silicon semiconductor manufacturer. Zetex's shares are publicly traded on the London Stock Exchange under the trading symbol ZTX.

About Diodes Incorporated

Diodes Incorporated (Nasdaq: DIOD), an S&P SmallCap 600 Index company, is a leading global manufacturer and supplier of application specific standard products within the broad discrete and analog semiconductor markets, serving the consumer electronics, computing, communications, industrial and automotive markets. Diodes' products include diodes, rectifiers, transistors, MOSFETs, protection devices, functional specific arrays, power management devices including DC-DC switching and linear voltage regulators, amplifiers and comparators, and Hall-effect sensors. The Company has its corporate offices in Dallas, Texas, with a sales, marketing, engineering and logistics office in Southern California; design centers in Dallas, San Jose and Taipei; a wafer fabrication facility in Missouri; two manufacturing facilities in Shanghai; a fabless IC plant in Hsinchu Science Park, Taiwan; engineering, sales, warehouse and logistics offices in Taipei and Hong Kong, and sales and support offices throughout the world. With its acquisition of APD Semiconductor, a privately held U.S.-based fabless semiconductor company, Diodes acquired proprietary SBR(R) technology. Diodes' product focus is on high-growth end-user equipment markets such as TV/Satellite set-top boxes, portable DVD players, datacom devices, ADSL modems, power supplies, medical devices, wireless notebooks, flat panel displays, digital cameras, mobile handsets, DC to DC conversion, wireless 802.11 LAN access points, brushless DC motor fans and automotive applications. For further information, including SEC filings, visit the Company's website at <http://www.diodes.com>.

Forward-Looking Statements

Any statements set forth above that are not historical facts are forward-looking statements that involve risks and uncertainties that could cause actual results to differ materially from those in the forward-looking statements. Such statements include statements regarding our expectation that: this acquisition is expected to be accretive to earnings per share within twelve months; this acquisition will accelerate Diodes' broad product platform strategy; Zetex will aid deeper penetration of our key end-markets; this combination will create synergies including excellent cross-selling opportunities, economies of scale and cost savings; and, will create a highly valuable supplier for the combined worldwide customer base. Potential risks and uncertainties include, but are not limited to, such factors as the Company's inability to identify suitable acquisition candidates or consummate desired acquisition; if the Company makes any acquisitions, the Company may be unable to successfully integrate any acquired companies within our operations due to factors associated with unexpected losses of key employees or customers of the acquired company, bringing the acquired company's standards, processes, procedures and controls into conformance within our company's operation; coordinating our new product and process development, hiring additional management and other critical personnel, increasing the scope, geographic diversity and complexity of our operations, difficulties in consolidating facilities and transferring processes and know-how, difficulties in reducing costs of the acquired entity's business and diversion of our management's attention from the management of our business; the Company's business strategy, fluctuations in product demand and supply, the continued introduction of

new products, the Company's ability to maintain customer and vendor relationships, technological advancements, impact of competitive products and pricing, growth in targeted markets, the Company's ability to successfully make additional acquisitions, risks of foreign operations, availability of tax credits, and other information detailed from time to time in the Company's filings with the United States Securities and Exchange Commission.

Recent news releases, annual reports, and SEC filings are available at the Company's website: <http://www.diodes.com>. Written requests may be sent directly to the Company, or they may be e-mailed to: diodes-fin@diodes.com.

Company Contact:

Carl Wertz
Chief Financial Officer
Diodes, Inc.
(805) 446-4800
carl_wertz@diodes.com

Investor Contact:

Leanne Sievers
EVP, IR
Shelton Group
(949) 224-3874
lsievers@sheltongroup.com

Diodes, Inc. Zetex Acquisition Script
Friday, April 4, 2008 @ 10:00am CST / 8:00am PST

FINAL

Call Participants: Diodes: Dr. Keh-Shew Lu, Carl Wertz, Mark King and Rick White. Zetex: Hans Rohrer

Operator:

Good morning and welcome to Diodes Incorporated conference call regarding its acquisition of Zetex plc. At this time, all participants are in a listen only mode. At the conclusion of today's conference call, instructions will be given for the question and answer session. If anyone needs assistance at any time during the conference call, please press the star followed by the zero on your touchtone phone.

As a reminder, this conference call is being recorded today, Friday, April 4, 2008. I would now like to turn the call to Shelton Group, the investor relations agency for Diodes Incorporated. Ryan, please go ahead.

Introduction: Ryan Bright, Senior Account Manager of Shelton Group

Good morning and thank you for joining our conference call today to discuss the proposed acquisition of Zetex plc. I'm Ryan Bright, Senior Account Manager of Shelton Group, Diodes' investor relations firm.

With us today are Diodes' President and CEO, Dr. Keh-Shew Lu; Chief Financial Officer, Carl Wertz; Senior Vice President of Sales and Marketing, Mark King; and Senior Vice President of Finance, Richard White. And also joining us and available for questions is Zetex's CEO, Hans Rohrer.

If you have not yet received a copy of our press release, you can access a copy on Diodes website at www.diodes.com under the Investor Relations section. Additionally, there is a slide presentation which we will be using in conjunction with this call, which may also be accessed in the Investor Relations section of the website. I encourage everyone to follow along with the slide presentation.

Slide 1: Safe Harbor Statement

Before I turn the call over to Dr. Lu, I would like to remind our listeners that management's prepared remarks contain forward-looking statements, which are subject to risks and uncertainties, and management may make additional forward-looking statements in response to your questions. These forward-looking statements include but are not limited to statements related to the benefits of the proposed transaction between Diodes Incorporated and Zetex plc. These forward-looking statements are based on information available to Diodes and Zetex as of **today, April 4, 2008** and current expectations, forecasts and assumptions involve a number of risks and uncertainties. Actual results may differ materially from those anticipated by these forward-looking statements, and therefore we refer you to a more detailed discussion of the risks and uncertainties in the Company's filings with the Securities & Exchange Commission.

The Company claims the protection of the safe harbor for forward-looking statements that is contained in the Private Securities Litigation Reform Act of 1995, and assumes no obligation to update these projections in the future as

market conditions may or may not change.

For those of you unable to listen to the entire call at this time, a recording will be available via webcast for 60 days at the investor relations section of Diodes' website at www.diodes.com.

And now it's my pleasure to turn the call over Diodes' President and CEO, Dr. Keh-Shew Lu.

Dr. Keh-Shew Lu, President and CEO of Diodes

Thank you, Ryan.

Welcome everyone, and thank you for joining us today.

We are very excited about today's announcement regarding the proposed acquisition of Zetex by Diodes. I believe this transaction offers substantial synergies and a compelling strategic rationale for both companies, customers, employees and our shareholders. As we will discuss today, this transaction meets all of our acquisition criteria that we imposed as part of our evaluation process, including our expectation that it will be accretive to GAAP earnings per share within twelve months following the close.

As Ryan mentioned, there is a slide presentation available on our website, which I will now review with you as part of today's call. Rick White will also review the financial highlights before we open the call for your questions.

Slide 2: A Winning Combination

We believe the acquisition of Zetex further enhances Diodes global leadership for discrete and analog solutions by creating a winning and unique combination. When looking at the strengths and expertise of each company, Diodes has:

- 1) Cost efficient packaging capabilities, but most importantly, capacity
- 2) Strong presence in Asia, and a
- 3) Focus on the consumer, computing and communications markets

Zetex has:

- 1) Strong proprietary wafer process and packaging technology
- 2) A solid application and design team
- 3) A strong presence in Europe, and a
- 4) Focus on the industrial, communications and automotive markets

When combined, there are many synergies including:

- 1) A broadened product portfolio to support customer base
- 2) A wealth of manufacturing and operational synergies
- 3) Increased geographic footprint and market segment diversification

Slide 3: Transaction Overview

In regards to the terms and conditions of the transaction, Diodes will pay 85.45 pence per share in cash, valuing the fully diluted share capital of Zetex at approximately \$176.3 million US dollars. The transaction is

expected to close in June of 2008 subject to the customary closing conditions and regulatory approvals.

Slide 4: Zetex Highlights

Let me now provide an overview of Zetex's business from both a corporate and financial perspective. As a leading provider of discrete and analog products for signal processing and power management, Zetex has a very broad product portfolio. They have wafer processing and fabrication facilities in Oldham, UK; a packaging facility in Neuhaus, Germany and in China. Zetex's revenues for 2007 was \$127 million US dollars with \$30.0 million in EBITDA and a cash balance of approximately \$31 million as of December 31, 2007.

Slide 5: Zetex Attributes

Let me now review Zetex's key attributes. The company has an application-centric product portfolio that includes discrete products, power management ICs and application focused ICs. They have technology leadership in bipolar transistors and have compelling LED driver products for the fast growing LED lighting market, as well as disruptive digital audio products that have already gained considerable traction with key customers. Additionally, and as I mentioned previously, a strong European sales channel that includes tier 1 customers.

Slide 6: Transaction Rationale

As a result of these business strengths and attributes, I believe there is a strong rationale for the transaction that will benefit and expand Diodes' business. The acquisition of Zetex:

- 1) Strengthens and broadens our product offering, including entry into the LED lighting, satellite and the audio markets
- 2) Expands our geographical footprint through increased exposure and penetration of the European market
- 3) Enhances scale with consolidated 2007 revenue of \$528 million, which is 32% higher than Diodes alone; and \$115 million of EBITDA, which is 35% higher. Additionally, there are opportunities for margin improvement through cost reductions due to enhanced scale.
- 4) Provides the ability to leverage technology and process capabilities by which Zetex can leverage Diodes' packaging and wafer capacity; and Diodes can leverage Zetex's wafer and packaging capabilities and technology.
- 5) And finally, I believe this is another step in Diodes strategy to drive growth, and we have a successful track record of integrating acquisitions.

Slide 7: Depth and Breadth of Products

From a product perspective, the combined companies offer a significant increase in the depth and breadth of product offerings. The royal blue represents Diodes' products, the Orange represents Zetex's products and the green represents the overlapping products, which is minimal relative to our

individual product portfolios. Together, the combined portfolios are complementary and enhance the product offerings available to support both companies' customers. As a result, we expect to realize significant cross-selling synergies, which will increase the combined company's sales within our existing customer base.

Slide 8: End Market Diversification

In terms of end market diversification, Diodes' focus on the high growth portable market segments of consumer, computing and communications represented 88% of our 2007 revenue, whereas Zetex has a 57% concentration in the industrial and automotive markets. When combined, our end markets are very complementary and result in greater market segment diversification, with the large majority still in high growth markets.

Slide 9: Improved Geographic Mix

In the same way, the transaction offers an expanded geographic footprint by combining Diodes 76% of 2007 revenues in Asia with Zetex's 38% of revenues in Europe. The result is a 3 times increase in Europe as a percentage of revenues, which as we have stated on previous conference calls, is an area where we believe there will be significant revenue and growth opportunities in the coming year. Notably, at the same time that we are able to triple our European revenue base, we maintain our strong percentage of revenues in Asia.

Slide 10: Broad and Deep Customer Relationships

The world-class customer base from both companies can benefit from the broad product portfolio offered by the combined company. In addition, we believe there are complementary strengths and cross-selling synergies within a greatly expanded customer base. The opportunities this creates is quite compelling.

Slide 11: Global Manufacturing Infrastructure

In terms of manufacturing, our global infrastructure consists of Diodes wafer fab in Kansas City and our 2 packaging facilities in Shanghai, and Zetex has a wafer foundry in Oldham, UK and packaging facilities in Neuhaus, Germany and a small, minority joint venture packaging facility in Chengdu, China.

Slide 12: Efficient Manufacturing

With these combined global facilities, we will be able to achieve manufacturing and operational synergies through Diodes' efficient manufacturing and volume capacity, while leveraging Zetex's process and packaging technologies in order to expand our markets and accelerate margin growth.

Let me now turn the presentation over to Rick White to discuss the combined financials from the acquisition. Rick...

Slide 13: Financial Overview

As Dr. Lu mentioned previously, when looking at 2007, this acquisition creates a revenue base of \$528 million USD in revenue, resulting in significant cash flow generation with \$115 million in EBITDA. Additionally, the gross margins and operating margins are strong for both companies, and this is where we believe there is opportunity for further expansion and margin growth — through manufacturing and packaging synergies as well as capacity efficiencies. Therefore, we strongly believe the acquisition will be accretive to GAAP earnings per share within 12 months from the close.

Slide 14: Combined Financials and Margins

From a historical basis, these charts show a more detailed overview of the combined financials and margins. Looking at 2007, the combined financials would have resulted in revenues of \$528 million, Gross Profit of \$172M, Earnings Before Interest and Taxes of \$74.5 million and Net Income of \$74 million. Of note, the Net Income amount of \$14.4 million for Zetex included two large, one-time adjustments totaling approximately \$8.2 million. Again, and as I just mentioned, we believe the combined financials provide a strong base for further growth and improvements as we begin to fully realize the synergies and cost savings as a result of the integration.

[DR.LU] Slide 15: How Zetex Fits into Diodes Growth Strategy

In conclusion, we believe that Zetex fits perfectly into the growth strategy that we have been consistently communicating to our shareholders and investors:

- 1) To expand our portfolio of standard function, application specific products
- 2) To differentiate our business with innovative and cost effective process and packaging technologies
- 3) To expand market share in high growth end markets with short design cycles
- 4) Leverage our existing customer base to drive product sales
- 5) Introduce new products to drive future business
- 6) Maintain cost leadership through highly efficient packaging and manufacturing
- 7) And lastly, pursue strategic acquisitions which we have obviously achieved today. This process took us two years to find the right company that could complement the strength and growth of our core business, and we believe Zetex meets all of our acquisition criteria.

With that, we will now open the call for questions.

Q&A Session

Upon Completion of the Q&A...

Thank you for your participation today.

Operator, we may now disconnect.

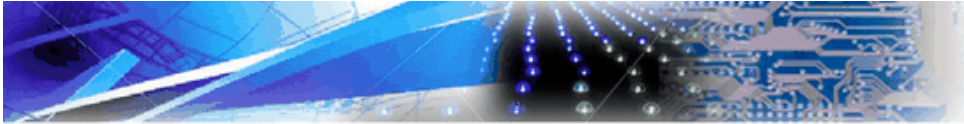
Diodes to Acquire Zetex

April 2008



DIODES
INCORPORATED™
Discrete Solutions for Advancing Technologies

 **ZETEX**
SEMICONDUCTORS
Power Efficient Analog Solutions for the Digital Age

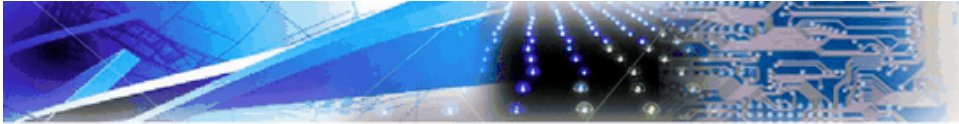


Safe Harbor Statement

Any statements set forth herein that are not historical facts are forward-looking statements that involve risks and uncertainties that could cause actual results to differ materially from those in the forward-looking statements.

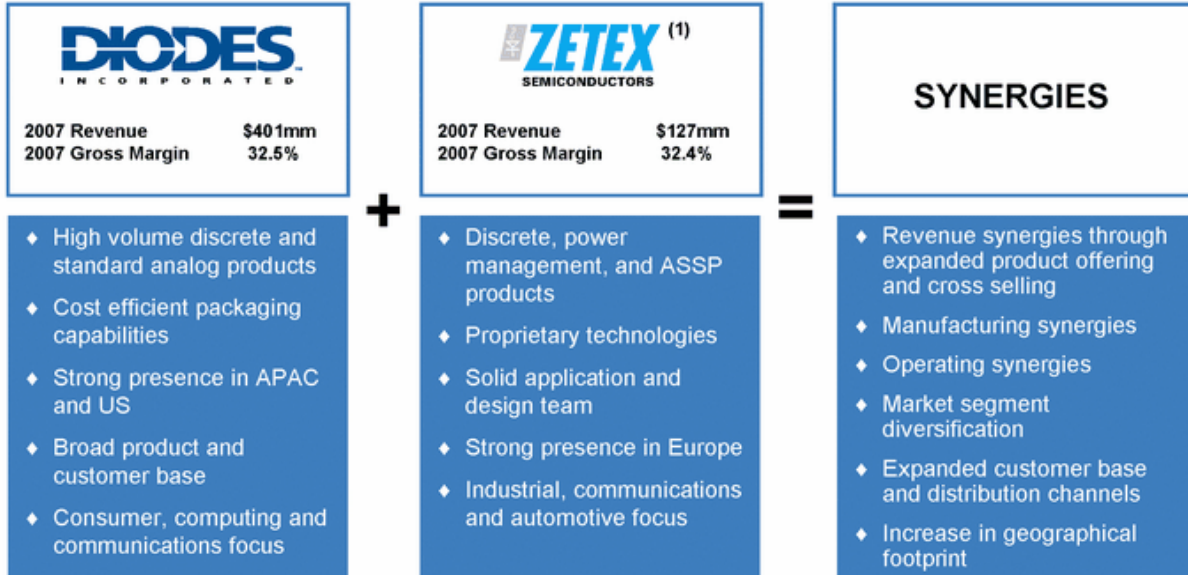
Potential risks and uncertainties include, but are not limited to, such factors as fluctuations in product demand, the introduction of new products, the Company's ability to maintain customer and vendor relationships, technological advancements, impact of competitive products and pricing, growth in targeted markets, risks of foreign operations, and other information detailed from time to time in the Company's filings with the United States Securities and Exchange Commission.





A Winning Combination

Over 45 Years of Semiconductor Expertise



(1) Zetex financials converted using an exchange rate of 1.962USD:1.000GBP, exchange rate reported in Zetex press release dated 2/21/2008





Transaction Overview

Terms and Considerations

- ◆ Diodes will pay 85.45 pence per share in cash
- ◆ Values fully diluted share capital at £89.1mm (USD \$176.3mm⁽¹⁾)

Anticipated Close

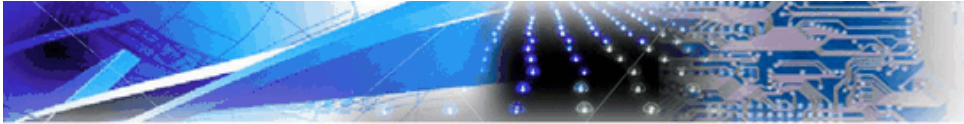
- ◆ Expected to close in June 2008

Conditions

- ◆ Diodes and Zetex Boards have approved the transaction
- ◆ Subject to approval by Zetex's shareholders, customary closing conditions and regulatory approvals

(1) Offer price and cash calculated using an exchange rate of 1.976USD:1.000GBP, spot exchange rate on 4/1/2008





Zetex Company Highlights

Business Overview

- ◆ Leading provider of discrete and analog semiconductor products for signal processing and power management for industrial, communications, automotive and consumer electronics industries
- ◆ Formed in 1989, headquartered in Oldham, UK

Corporate Overview

- ◆ Over 650 employees
- ◆ Over 1,200 products
- ◆ Sales offices in Munich, Hong Kong and New York

Manufacturing Overview

- ◆ Wafer processing and fabrication facilities in Oldham, UK
- ◆ Packaging facility in Neuhaus, Germany
- ◆ Packaging facility in China through a minority JV

Financial Overview

- ◆ 2007 revenues of £64.6mm (\$126.8mm¹)
- ◆ 2007 EBITDA of £15.3mm (\$30.0mm¹)
- ◆ 2007 cash of £15.8mm (\$31mm¹)

(1) Zetex financials converted using an exchange rate of 1.962USD:1.000GBP, exchange rate reported in Zetex press release on 2/21/2008





Zetex Attributes

- ◆ Application centric product portfolio
 - Discrete products
 - Power management ICs
 - Application focused ICs
- ◆ Technology leadership in Bipolar transistors
- ◆ Early entrant with drivers for emerging LED lighting market
- ◆ Strong European sales channels
- ◆ Tier 1 customers including Emerson, Samsung, RIM, Delta and Bosch
- ◆ Reputation for technically superior products in the design community
- ◆ Strong management team
 - Deep process, product and application expertise
 - Shared vision with Diodes on the future of discrete/analog markets





Transaction Rationale

Strengthen Product Offering

- ◆ Increases the depth of discrete and power management offering
- ◆ Adds ASSP products for industrial, consumer, communications, automotive and computing markets
- ◆ Allows entry into new markets with broader product offering including DBS and LED

Expand Geographical Footprint

- ◆ Additional revenue opportunities through cross-selling
- ◆ Increased penetration of Diodes' products in Europe
- ◆ Increased penetration of Zetex products in North America and Asia

Enhance Scale

- ◆ Combined 2007 revenue of \$528mm, 31.6% higher than standalone Diodes
- ◆ Combined 2007 EBITDA of \$115mm, 35.4% higher than standalone Diodes
- ◆ Potential margin improvement through cost reductions due to enhanced scale

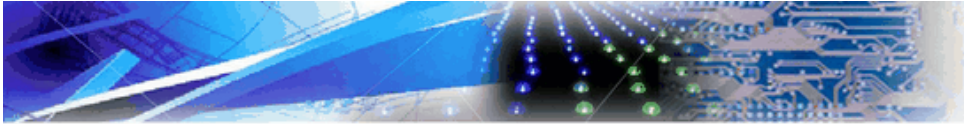
Leverage Technology and Process Capabilities

- ◆ Market and margin expansion of Zetex technology through Diodes' cost-effective manufacturing
- ◆ Utilize Zetex's bipolar technology in Diodes' fabrication facilities
- ◆ Zetex's wafer process and packaging technologies complement Diodes' wafer process and packaging capacity and capabilities

Growth and Integration Opportunities

- ◆ In-line with Diodes' strategy to drive growth through select acquisitions
- ◆ Successful track record of revenue expansion, cost reduction and rationalization to improve profitability of combined businesses (FabTech in 2000, Anachip in 2005 and ADP Semiconductor in 2006)



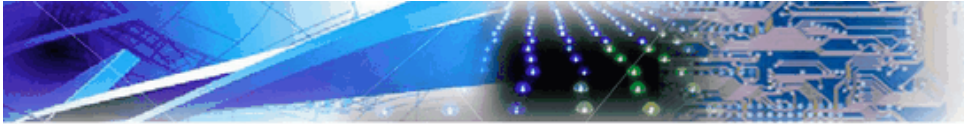


Increase in Depth and Breadth of Products

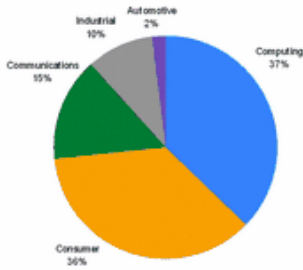
Discrete			Analog ICs		ASSP
Diodes	Rectifiers	Bipolar Transistors	Power Management ICs	Amplifiers/Comparators	Communication
Schottky Diodes Zener Diodes Switching Diodes Varactor Diodes	Schottky Rectifiers Super Barrier Rectifiers Standard Rectifiers Fast Recovery Rectifiers Bridge Rectifiers	Small Signal Pre-biased Transistors Medium Power High Power Darlington Transistors Gate Driver Transistor Low Saturation H-Bridge	DC-DC Switching Regulators Buck Boost Buck/Boost/Inverter LED Drivers Charge Pump Boost Buck	Op Amps Comparators	DBS Industrial Motor Control Lighting Consumer Audio Video
MOSFETs	Protection Devices	Function Specific Arrays	Linear Voltage Regulator	Special Functions	Hall Effect Sensors
Small Signal MOSFET Power MOSFET Protected MOSFET High Voltage MOSFET	Zener TVSs Thyristor Surge Protection Devices Data Line Protection	Relay Drivers Discrete - Load Switches Discrete - Voltage Regulators	Quasi-LDOs General Purpose LDOs Voltage Reference/ Current Monitors Shunt References Micropower References Current Monitors	USB Power Switch Load Switch Voltage Supervisory Single Cell 555 timer Siren Driver Current Mirror Temperature Sensors Magnetic Sensors	Unipolar Switches Bipolar Latches Omnipolar Switches Smart Fan Driver

- Diodes Product Portfolio
- Overlapping Products
- Zetex Product Portfolio

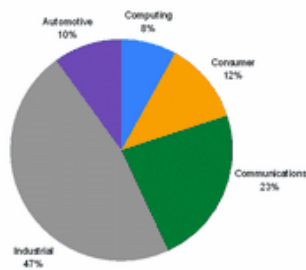




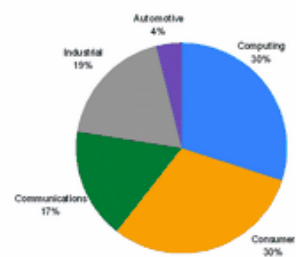
End Market Diversification



2007 Revenue
\$401mm



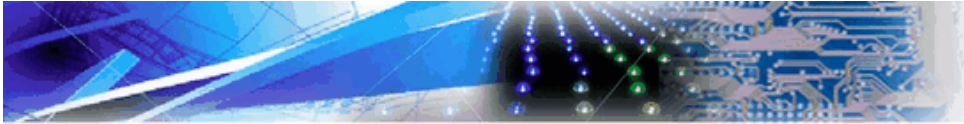
2007 Revenue
\$127mm



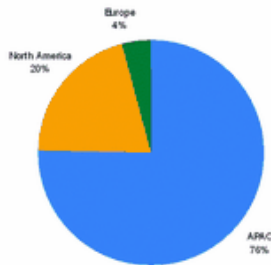
Combined 2007 Revenue
\$528mm

(1) Zetex financials converted using an exchange rate of 1.962USD:1.000GBP, exchange rate reported in Zetex press release on 2/21/2008





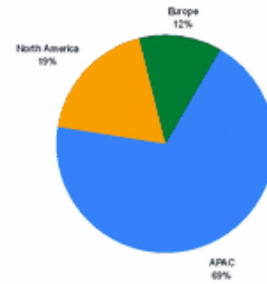
Improved Geographic Mix



2007 Revenue
\$401mm



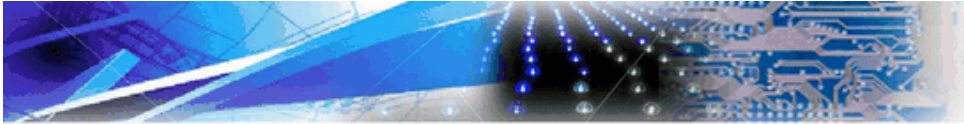
2007 Revenue
\$127mm



Combined 2007 Revenue
\$528mm

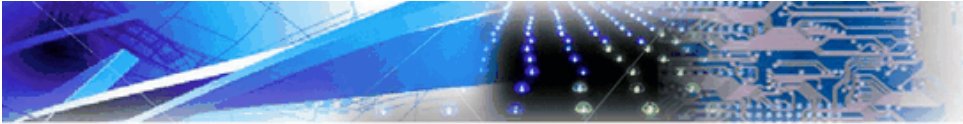
(1) Zetex financials converted using an exchange rate of 1.962USD:1.000GBP, exchange rate reported in Zetex press release on 2/21/2008





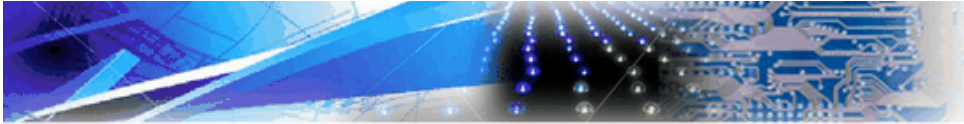
Broad and Deep Customer Relationships





Global Manufacturing Infrastructure





Efficient Manufacturing + Superior Processes

Diodes Manufacturing

- ◆ Shanghai-based packaging with a capacity in excess of 15 billion units
- ◆ Flexible and optimized manufacturing process resulting in low packaging cost
- ◆ High volume 5" wafer foundry in Kansas City, MO for discretes



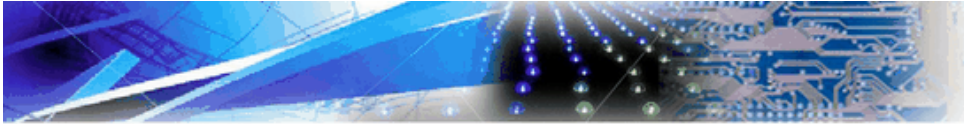
Zetex Manufacturing

- ◆ 4" and 6" wafer foundry in Oldham, UK
- ◆ Packaging facilities in Neuhaus, Germany and JV in China
- ◆ Bipolar process technology for discrete and IC
- ◆ Strong engineering capabilities



- ✓ Synergies through Diodes' efficient manufacturing
- ✓ Shorter design times through Zetex's process expertise
- ✓ Expansion of market
- ✓ Acceleration of margin growth








Financial Overview Post Acquisition

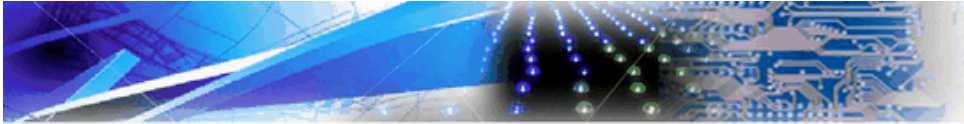
- ✓ Large revenue base with \$528mm combined 2007 revenue
- ✓ Significant cash flow generation with \$115mm combined 2007 EBITDA
- ✓ Healthy combined gross and operating margins
- ✓ GAAP earnings accretive within twelve months

Combined 2007 Financials

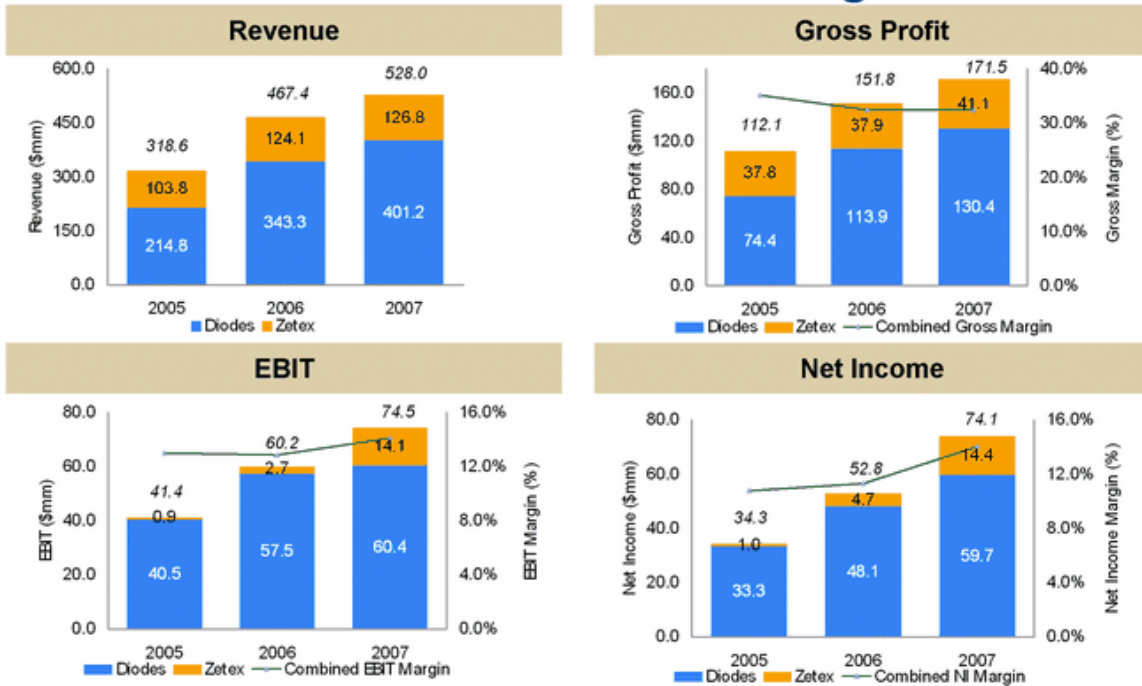
(\$mm)		 ⁽¹⁾	
Revenue	\$401.2	\$126.8	\$528.0
Gross Margin	32.5%	32.4%	32.5%
EBITDA ⁽²⁾	\$84.9	\$30.0	\$114.9
Operating Margin	15.1%	11.1%	14.1%
Employees	2,612	658	3,270

(1) Zetex financials converted using an exchange rate of 1.962USD:1.000GBP, exchange rate reported in Zetex press release on 2/21/2008
 (2) EBITDA as reported in Diodes press release dated 2/13/2008 and Zetex 2007 annual report



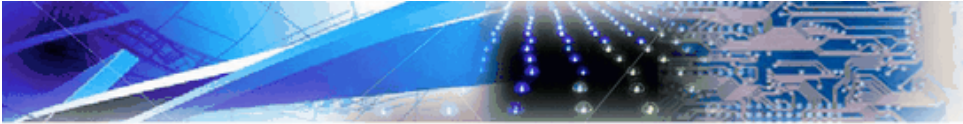


Combined Financials and Margins (1)



(1) Zetex financials converted using exchange rates as per company filings: 1.962USD:1.000GBP, 1.848USD:1.000GBP, 1.807USD:1.000GBP in 2007, 2006 and 2005 respectively





How Zetex Fits into Diodes' Growth Strategy

Expand portfolio of standard function, application specific products	✓
Differentiate business with innovative and cost effective process and packaging technologies	✓
Expand market share in high-growth end-markets with short design cycles	✓
Leverage existing customer base to drive product sales	✓
Introduce new products to drive future business	✓
Maintain cost leadership through highly efficient packaging and manufacturing	✓
Pursue selective strategic acquisitions	✓

