

## **FORM OF TRADEMARK LICENSE AGREEMENT**

This Trademark License Agreement (this "Agreement") is entered into as of \_\_\_\_\_, 2010, by and between Vishay Intertechnology, Inc., a corporation organized under the laws of the State of Delaware ("Vishay") and Vishay Precision Group, Inc., a corporation organized under the laws of the State of Delaware ("VPG").

### **RECTALS**

WHEREAS, Vishay owns all right, title and interest in and to the name and mark VISHAY, used alone or in connections with other terms;

WHEREAS, VPG desires to use the Licensed Marks (as hereinafter defined) on and in connection with the design, development, manufacture, marketing, provision and performance of the VPG Products and Services (as hereinafter defined);

WHEREAS, Vishay is willing to grant to VPG, and VPG is willing to accept, the right to use the Licensed Marks in accordance with and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements, representations and warranties contained herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree, intending to be legally bound, as follows:

### **LICENSE OF RIGHTS**

Section 1.1 Rights Licensed. Subject to the terms of this Agreement, Vishay hereby grants to VPG, and VPG hereby accepts, a limited, exclusive, royalty-free right and license, to use, directly or indirectly through subcontractors, the marks listed on Schedule A (the "Licensed Marks") incorporating the VISHAY name in connection with the design, development, manufacture, marketing, provision and performance of products and services of VPG, including, without limitation, those listed on Schedule B (the "VPG Products" and the "VPG Services" and, together the "VPG Products and Services").

Section 1.2 Term and Territory. The license shall be in perpetuity so long as this Agreement has not been terminated by its terms (the "Term") and shall apply throughout the world (the "Territory").

Section 1.3 VPG Corporate Name. During the Term and for 24 months thereafter, VPG shall be permitted to use the corporate name "Vishay Precision Group, Inc." in association with its business. In the event the Term terminates, VPG agrees that within 24 months thereafter, VPG will change its corporate name so as not to include the name VISHAY. For the avoidance of doubt, this Agreement shall not restrict VPG from using the acronym "VPG" in its corporate name or in any mark or logo so long as such mark or logo does not contain the name VISHAY (except as otherwise permitted pursuant hereto).

1

---

#### Section 1.4 Document and Part Numbers.

Except as provided in this Section, VPG shall not use document numbers in the range of 10,000 to 99,000 on data sheets, package drawings, instructions or other materials posted to the internet if a Licensed Mark appears anywhere in the materials and/or such materials would be accessible through an internet search using the Licensed Marks as search terms ("Internet Accessible Materials"). Notwithstanding the foregoing, for a period of eighteen (18) months following the execution date of this Agreement, VPG shall be permitted to use document numbers in the ranges 10300 thru 12999, 14000 thru 14999 and 63000 thru 63999 on Internet Accessible Materials. During such period, such document numbers shall be considered Licensed Marks for purposes of this Agreement.

VPG shall not use SKU numbers, part numbers, or any other number and/or letter sequence printed on or identified with any part (each a "Part Number") designed, developed, manufactured, marketed or provided by Vishay, or any number and/or letter sequence likely to cause confusion with any Part Number used by Vishay. If VPG proposes to use any Part Number that is not on Schedule C, prior to such use, VPG shall notify Vishay in advance in writing. If Vishay does not object in writing within ten (10) business days after receipt of such notice, Vishay shall be deemed to have approved the use of such Part Number by VPG. If Vishay shall object to the use of a Part Number by VPG, the parties shall resolve their dispute with respect to such objection in accordance with the resolution procedures referred to in Section 5.16.

Section 1.5 VPG Acknowledgement. VPG acknowledges and agrees that: (i) Vishay is the sole and exclusive owner of all right, title and interest in and to the Licensed Marks; (ii) all goodwill associated with the Licensed Marks shall inure to the sole and exclusive benefit of Vishay; and (iii) nothing in this Agreement or any related agreement, instrument or document shall be construed to give VPG any legal or beneficial ownership interest in or title to the Licensed Marks.

Section 1.6 Absence of Vishay Representations. VPG agrees and acknowledges that Vishay makes no representation or warranty with respect to: (i) Vishay's right, title and interest in and to the Licensed Marks, (ii) the absence of any action related to or concerning the Licensed Marks, the outcome of which could be materially adverse to the rights granted to VPG under this Agreement; or (iii) the absence of any claim, or basis for any claim, that the use of the Licensed Marks by VPG under this Agreement violates the rights of any person.

Section 1.7 Restriction on Vishay. During the Term, Vishay shall not, directly or indirectly, under any of the Licensed Marks, or under any mark containing the word PRECISION immediately following the name VISHAY, design, develop, manufacture, market, provide or perform any goods or services; provided that nothing shall preclude Vishay from identifying any of its goods and services with the corporate name Vishay Intertechnology, Inc.

2

---

### **STANDARDS AND COMPLIANCE**

Section 1.8 Standards. All VPG Products and Services designed, developed, manufactured, marketed, provided or performed under the Licensed Marks, as applicable, shall be of high quality, free of material defects and performed with integrity and in a professional manner and shall be in compliance with applicable law (the "Standards").

#### Section 1.9 Compliance Procedures.

VPG shall maintain appropriate process and quality controls with respect to the VPG Products and Services designed, developed, manufactured, marketed, provided or performed under the Licensed Marks to assure compliance with the Standards.

Vishay, itself or through its representatives, shall have the right to request and receive from VPG, from time to time at reasonable intervals and upon payment to VPG of its reasonable charges, representative samples of VPG Products and copies of all marketing materials for VPG Products and Services designed, developed, manufactured, marketed, provided or performed under the Licensed Marks ("Promotional Materials"). If, in the commercially reasonable judgment of Vishay, any VPG Products and Services or Promotional Materials do not conform to the Standards or are not otherwise in accord with this Agreement, Vishay shall so notify VPG, and the parties shall work together in good faith in order that VPG will remedy such non-conformity or non-compliance. Any dispute under this Section shall be resolved in accordance with the resolution procedures referred to in Section 5.16.

#### ADDITIONAL MARKS; REGISTRATION OF MARKS; ENFORCEMENT

Section 1.10 Additional Licensed Marks. If VPG proposes to use any mark containing VISHAY that is not on Schedule A, prior to such use, VPG shall notify Vishay in advance in writing, unless the word PRECISION immediately follows the name VISHAY in such mark (with the word PRECISION having no less prominence in such mark than the name VISHAY) and such mark does not include the word INTERTECHNOLOGY. If Vishay does not object in writing within thirty (30) business days after receipt of such notice, Vishay shall be deemed to have approved the use of such mark, such mark shall be deemed to be a Licensed Mark and such mark shall be added to Schedule A. If Vishay shall timely object to the use of any such mark by VPG, the parties shall resolve their dispute with respect to such objection in accordance with the resolution procedures referred to in Section 5.16. During the Term, VPG shall be permitted to use any mark in which the name VISHAY is immediately followed by the word PRECISION (so long as the word PRECISION has no less prominence in such mark than the name VISHAY and such mark does not contain the word INTERTECHNOLOGY), without the need to seek consent to such use by Vishay, and upon notification by VPG to Vishay of any such use, such mark shall be added to Schedule A.

Section 1.11 Registration of Licensed Marks. At VPG's reasonable request and expense, Vishay shall: (i) take all reasonably necessary steps to procure registration of any of the Licensed Marks for the VPG Products and Services; and (ii) maintain any and all such registrations in full force and effect during the Term so long as such Licensed Mark is being used by VPG, and VPG shall, at its sole expense, cooperate with Vishay in connection with the foregoing. VPG shall not seek to register any of the Licensed Marks or any similar marks, unless authorized by Vishay in writing, and such registration shall be held by VPG on behalf of Vishay.

3

---

Section 1.12 Domain Names. Vishay hereby licenses to, and approves of the use by VPG of the internet domain names containing the VISHAY name listed on Schedule D ("Licensed Domain Names"). VPG agrees that, in securing the registration of such domain names, it has acted as agent of Vishay. If VPG proposes to secure the registration of any additional domain name containing the name VISHAY, it shall notify Vishay in advance in writing, unless the word PRECISION immediately follows the name VISHAY in such domain name and such domain name does not include the word INTERTECHNOLOGY. If Vishay does not object in writing within thirty (30) business days after receipt of such notice, Vishay shall be deemed to have approved VPG's registration of such domain name, such domain name shall be deemed to be a Licensed Domain Name and such domain name shall be added to Schedule C. If Vishay shall timely object to the registration of any such domain name by VPG, the parties shall resolve their dispute with respect to such objection in accordance with the resolution procedures referred to in Section 5.16. Without the written consent of Vishay, under no circumstances shall VPG transfer or assign the registration of any Licensed Domain Name to any person other than a wholly-owned subsidiary or any other person to whom VPG is permitted to assign, sublicense or otherwise transfer its rights under this Agreement pursuant to Section 5.5.

Section 1.13 Display of Marks. The parties agree that it is in their mutual best interest that, and shall cooperate so that, the Licensed Marks shall appear distinctive from marks utilized by Vishay. Any dispute with respect to the appearance of a Licensed Mark or a Vishay mark shall be resolved in accordance with the resolution procedures referred to in Section 5.16.

Section 1.14 Legal Notices. VPG shall, to the extent commercially practicable, place appropriate notices (e.g. ® or ™) to designate the Licensed Marks as trademarks or service marks.

Section 1.15 Use of Vishay Precision. Without limiting any other provision of this Agreement, except as set forth on Schedule A or as otherwise permitted in accordance with Section 3.1, VPG shall not use the name VISHAY in connection with any aspect of its business, operations or affairs, whether conducted directly or indirectly, and whether or not such usage would require permission of Vishay as the owner of the VISHAY mark under this Agreement or applicable law, unless the name VISHAY is immediately followed by the word PRECISION. Without limitation, the foregoing shall apply to the legal name or fictitious name ("d/b/a") of any subsidiary of VPG or any other entity under the control of VPG.

Section 1.16 Enforcement. (a) VPG shall, at its own reasonable expense, cooperate fully and promptly with Vishay in the protection of Vishay's rights in the Licensed Marks, in such manner and to such extent as Vishay may reasonably request.

Each party shall promptly advise the other party in writing of any actual or potential infringement, or any other unauthorized use of or violation of any of the Licensed Marks of which it becomes aware (each an "Infringement"). Vishay may take such action as it, in its sole discretion, deems necessary or advisable to stop any Infringement. VPG may request in writing that Vishay institute an action to stop an Infringement. If Vishay receives such a written request and does not institute such action within thirty (30) days, VPG shall be entitled to institute such action as it deems necessary or advisable to stop the Infringement, in which Vishay shall be entitled to join. The party not taking the lead in any action shall cooperate fully with the other party at the other party's reasonable request and expense.

4

---

Any monetary recovery or sums obtained in settlement of any action to stop an Infringement shall be allocated between Vishay and VPG as shall be fair and equitable, taking into account their actual out-of-pocket costs and expenses, including reasonable attorneys' fees, and the damages sustained by each of them. Any dispute with respect to the allocation of recoveries shall be resolved in accordance with the resolution procedures referred to in Section 5.16.

#### TERMINATION

Section 1.17 Termination by Vishay. (a) This Agreement may be terminated by Vishay if:

VPG shall (x) willfully, intentionally and in bad faith breach any material provision of this Agreement or (y) willfully, intentionally and in bad faith fail to cure any other breach, (A) if under clause (x), such breach is not capable of cure; or (B) if under either clause (x) or (y), such breach is capable of cure, Vishay has given written notice of such breach to VPG, and such breach has not been cured, or VPG has not commenced taking (and is not continuing to take) reasonable bona fide steps to cure such breach, within sixty (60) days of such notice; or

subject to and except as otherwise provided in Section 5.5, VPG shall, without the written consent of Vishay, willfully and intentionally and in bad faith purport to assign, delegate or otherwise transfer any of its rights, benefits, powers, duties responsibilities or obligations under this Agreement in violation of this Agreement; or

(iii) VPG shall abandon the use of the Licensed Marks; or

(iv) VPG shall file a petition under Chapter 7 of the U.S. Bankruptcy Code, or a petition under Chapter 7 of the U.S. Bankruptcy Code shall be filed involuntarily against VPG and shall not be dismissed within 90 days after VPG receives notice of such filing.

To effect the termination of this Agreement, Vishay shall deliver to VPG a written notice of termination, which notice shall specify the basis therefor in reasonable detail and an effective date of termination not less than ninety (90) days after the date of delivery to VPG of the notice. If VPG disputes the right of Vishay to terminate this Agreement under any of clauses (i), (ii) or (iii) of Section 4.1(a) and invokes the dispute resolution procedures referenced in Section 5.16 no later than fifteen (15) days after VPG has received notice of termination from Vishay, and within such fifteen (15) day period provides notice thereof to Vishay in writing, then if and only so long as VPG is in compliance with the procedures referenced in Section 5.16, termination shall not be deemed effective until (i) it shall be determined in accordance with the procedures referenced in Section 5.16 that Vishay is entitled to terminate this Agreement or (ii) the parties shall otherwise agree.

5

---

If VPG in good faith disputes that Vishay has a valid basis for termination, the parties shall resolve such dispute in accordance with the resolution procedures referred to in Section 5.16.

Nothing in this Section shall relieve VPG of liability for breach of this Agreement, whether or not Vishay is entitled to terminate this Agreement on account of such breach.

**Section 1.18 Termination of Rights.** Upon the termination of this Agreement, all rights of VPG granted hereunder shall terminate, and any registration of the foregoing by VPG shall, at Vishay's discretion, be abandoned or transferred to Vishay. Notwithstanding the foregoing, VPG shall have the right to dispose of its then existing inventory of VPG Products and/or Promotional Materials bearing the Licensed Marks for a period of up to one (1) year from the date of termination of this Agreement. All costs associated with the foregoing shall be borne by VPG.

**Section 1.19 Survival.** All rights and remedies of the parties in respect of any breach of this Agreement occurring prior to the effective date of its termination shall survive the termination of this Agreement. In addition, the following provisions of this Agreement shall explicitly survive its termination: Section 1.5 ("VPG Acknowledgment"); Section 1.6 ("Absence of Vishay Representations"); Section 4.1(d) ("Termination by Vishay"); Section 4.2 ("Termination of Rights"); this Section 4.3 ("Survival"); and Article 5 ("Miscellaneous").

#### MISCELLANEOUS

**Section 1.20 Notices.** All notices, demands and other communications required to be given to a party hereunder shall be in writing and shall be deemed to have been duly given if and when personally delivered; one business day after being sent by a nationally recognized overnight courier; when transmitted by facsimile and actually received; or five (5) days after being mailed by registered or certified mail (postage prepaid, return receipt requested) to such party at the relevant street address or facsimile number set forth below (or at such other street address or facsimile number as such party may designate from time to time by written notice in accordance with this provision):

If to Vishay:

Vishay Intertechnology, Inc.  
63 Lancaster Avenue  
Malvern, PA 19366  
Attn: Dr. Lior Yahalomi, Chief Financial Officer  
Facsimile: (610) 889-2161  
Confirm: (610) 644-1300

With a copy to:

Kramer Levin Naftalis & Frankel LLP  
1177 Avenue of the Americas  
New York, New York 10036  
Attn: Abbe Dienstag, Esq.  
Facsimile: (212) 715-8000  
Confirm: (212) 715-9100

6

---

If to VPG:

Vishay Precision Group, Inc.  
3 Great Valley Parkway  
Malvern, PA 19355-1307  
Attn: William M. Clancy, Chief Financial Officer  
Facsimile: (484)-321-5300  
Confirm: (484)-321-5300

With a copy to:

Pepper Hamilton LLP  
3000 Two Logan Square  
Eighteenth and Arch Streets  
Philadelphia, PA 19103-2799  
Attn: Barry Abelson, Esq.  
Facsimile: (215) 981-4750  
Confirm: (215) 981-4000

**Section 1.21 Further Assurances.** In addition to the actions specifically provided for elsewhere in this Agreement, Vishay and VPG agree to execute or cause to be executed and to record or cause to be recorded such other agreements, instruments and other documents, and to take such other action, as reasonably necessary or desirable to fully effectuate the intents and purposes of this Agreement.

**Section 1.22 Relationship of the Parties.** This Agreement shall not be construed to place the parties in the relationship of legal representatives, partners, joint venturers or agents of or with each other. No party shall have any power to obligate or bind the other party in any manner whatsoever, except as specifically provided herein.

**Section 1.23 Third Party Beneficiaries.** Except for the indemnification rights under this Agreement of any Indemnified Parties (as hereafter defined), the provisions of this

Agreement are solely for the benefit of the parties hereto and their respective successors and permitted assigns, and are not intended to confer upon any person, except the parties hereto and their respective successors and permitted assigns, any rights or remedies hereunder.

#### Section 1.24 Assignment and Sublicense.

The license shall be assignable or sublicenseable to any direct or indirect Majority Owned Subsidiary of VPG, provided that VPG shall be responsible for the compliance by any such Majority Owned Subsidiary with the terms of this Agreement. As used herein, "Majority Owned Subsidiary of VPG" means any subsidiary of VPG (x) of which both over 50% of the voting securities and over 50% of the outstanding equity interests, whether voting or non-voting, are owned by VPG or by one or more of Majority-Owned Subsidiaries of VPG or by VPG and one or more of its Majority-Owned Subsidiaries, and (y) which is engaged in the design, development, manufacture, marketing, provision and performance of VPG Products and Services as part of the business of VPG under the management and control of VPG.

If VPG shall sell or transfer its business of the design, development, manufacture, marketing, provision and performance of VPG Products and Services substantially as an entirety, to a single purchaser or other single transferee, whether such sale or other transfer is structured as a sale of stock, assets or otherwise, and thereafter VPG shall cease to be engaged in such business, the purchaser or other transferee shall succeed to the rights and obligations of VPG under this Agreement; provided such purchaser or other transferee shall execute documentation in form and substance reasonably satisfactory to Vishay agreeing to be bound by the terms of this Agreement. For the avoidance of doubt, the following actions shall not be deemed an assignment, delegation or other transfer any of VPG's rights, benefits, powers, duties responsibilities or obligations under this Agreement: (1) assignment or transfer of the stock of VPG, including by way of a merger, consolidation, or other form of reorganization in which outstanding shares of VPG are exchanged for securities, or (2) any transaction effected primarily for the purpose of (A) changing VPG's state of incorporation or (B) reorganizing VPG into a holding company structure such that, as a result of any such transaction, VPG becomes a wholly-owned subsidiary of a holding company owned by the holders of VPG's securities immediately prior to such transaction.

7

---

Except as provided in this Section, the license granted hereby shall be non-assignable and non-sublicenseable. Any purported license or assignment in violation of this Agreement shall be void.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Section 1.25 Press Releases; Public Announcements. Neither party shall issue any release or make any other public announcement concerning this Agreement or the transactions contemplated hereby without the prior written approval of the other party, which approval shall not be unreasonably withheld, delayed or conditioned; provided, however, that either party shall be permitted to make any release or public announcement that in the opinion of its counsel it is required to make by law or the rules of any national securities exchange of which its securities are listed; provided further that it has made efforts that are reasonable in the circumstances to obtain the prior approval of the other party.

Section 1.26 Waiver of Defaults. Waiver by any party hereto of any default by the other party hereto of any provision of this Agreement shall not be construed to be a waiver by the waiving party of any subsequent or other default, nor shall it in any way affect the validity of this Agreement or prejudice the rights of the other party thereafter to enforce each and every such provision. No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 1.27 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby, as the case may be, is not affected in any manner adverse to any party hereto or thereto. Upon such determination, the parties hereto shall negotiate in good faith in an effort to agree upon a suitable and equitable provision to effect the original intent of the parties hereto.

Section 1.28 Indemnification. Each of the parties shall indemnify, defend and hold harmless the other party, each of its respective current and former directors, officers and employees, and each of their respective heirs, executors, successors and assigns ("Indemnified Parties"), from and against any and all liabilities relating to, arising out of or resulting from any breach of, or failure to perform or comply with, any covenant, undertaking or obligation of, this Agreement by the indemnifying party. In addition, VPG shall indemnify, defend and hold harmless Vishay and its other Indemnified Parties from and against any and all liabilities relating to, arising out of or resulting from the sale and/or provision of VPG Products and Services under the Licensed Marks. All indemnification procedures and payments shall be governed by Sections 5.6, 5.7 and 5.8 of the Master Separation Agreement between the parties, dated \_\_\_\_, 2010 (the "Master Separation Agreement"), as applicable.

8

---

Section 1.29 LIMITATION OF LIABILITY. IN NO EVENT SHALL VISHAY OR VPG BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, COLLATERAL, INCIDENTAL OR PUNITIVE DAMAGES OR LOST PROFITS OR FAILURE TO REALIZE EXPECTED SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, ARISING OUT OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATIONS SHALL NOT LIMIT EITHER PARTY'S INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THIRD PARTY CLAIMS.

Section 1.30 Confidential Information. Vishay and VPG shall hold and shall cause each of their respective affiliates, directors, officers, employees, agents, consultants, advisors and other representatives to hold, in strict confidence and not to disclose or release without the prior written consent of the other party, any and all proprietary or confidential information, material or data of the other party that comes into its possession in connection with the performance by the parties of their rights and obligations under this Agreement. The provisions of Section 4.6 of the Master Purchase Agreement shall govern, *mutatis mutandis*, the confidentiality obligations of the parties under this Section.

Section 1.31 Attorneys' Fees. In any action hereunder to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees in addition to any other recovery hereunder.

Section 1.32 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws rules thereof to the extent such rules would require the application of the law of another jurisdiction.

Section 1.33 Consent to Jurisdiction. Subject to the provisions referenced in Section 5.16, each of the parties irrevocably submits to the jurisdiction of the federal and state courts located in Philadelphia, Pennsylvania for the purposes of any suit, action or other proceeding to compel arbitration, for the enforcement of any arbitration award or for specific performance or other equitable relief pursuant to Section 5.15. Each of the parties further agrees that service of process, summons or other document by U.S. registered mail to such parties address as provided in Section 5.1 shall be effective service of process for any action, suit or other proceeding with respect to any matters for

which it has submitted to jurisdiction pursuant to this Section. Each of the parties irrevocably waives any objection to venue in the federal and state courts located in Philadelphia, Pennsylvania of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby.

Section 1.34 Specific Performance. The parties hereto agree that the remedy at law for any breach of this Agreement may be inadequate, and that any party hereto shall be entitled to specific performance in addition to any other appropriate relief or remedy, if and to the extent that the remedy of specific performance is available in accordance with Section 8.2(g) of the Master Separation Agreement. Such party may, in its sole discretion, to the extent necessary to prevent serious and irreparable harm as contemplated by Section 8.2(g) of the Master Separation Agreement, apply to a court of competent jurisdiction for specific performance or injunctive or such other relief as such court may deem just and proper in order to enforce this Agreement.

Section 1.35 Dispute Resolution. The procedures set forth in Article VIII of the Master Separation Agreement shall apply to the resolution of all disputes arising under this Agreement, except that all proceedings provided for therein shall be conducted in Philadelphia, Pennsylvania.

Section 1.36 Entire Agreement. This Agreement and the Schedules hereto, as well as any other agreements and documents referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, understandings, writings, commitments and conversations between the parties with respect to such subject matter.

Section 1.37 Waiver of Jury Trial. Subject to Section 5.16, EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY COURT PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF AND PERMITTED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

Section 1.38 Amendments. No provisions of this Agreement shall be deemed amended, modified or supplemented by any party hereto, unless such amendment, supplement or modification is in writing and signed by the authorized representative of the party against whom it is sought to enforce such amendment, supplement or modification.

Section 1.39 Counterparts. This Agreement may be executed in any number of counterparts, including by facsimile or electronic signature, and each such counterpart shall be deemed an original instrument, and all of such counterparts together shall constitute but one agreement. A facsimile or electronic signature is deemed an original signature for all purposes under this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the date first above written.

VISHAY INTERTECHNOLOGY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

VISHAY PRECISION GROUP, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_