

1. Respondent ON Semiconductor Corporation is a corporation organized, existing, and doing business under, and by virtue of, the laws of the

H. “Divestiture Agreement” means (i) the Littelfuse Acquisition Agreement or (ii) any other agreement between Respondent (or a Divestiture Trustee) and an Acquirer that receives the prior approval of the Commission to divest the Igniti

- L. “Ignition IGBT Business” means the business conducted by ON as of November 18, 2015, the date of the announcement of the Acquisition, in respect of researching, designing, developing, testing, manufacturing, commercializing, packaging, marketing, distributing, selling and/or servicing automotive Ignition IGBTs.
- M. “Ignition IGBT Employee” means any individual (i) employed by ON on a full-time, part-time, or contract basis at any time as of, and after, November 18, 2015, the date of the announcement of the Acquisition and (ii) whose job responsibilities relate to the Ignition IGBT Business.
- N. “Ignition IGBT License” means a worldwide, royalty-free, fully paid-up, perpetual, irrevocable, transferable, and sublicensable license under:
1. The Retained Intellectual Property sufficient for Littelfuse or any other Acquirer to operate the Ignition IGBT Business in substantially the same manner as ON prior to the Acquisition, including the freedom under such Retained Intellectual Property to improve existing products and develop modifications, improvements and derivatives thereof within the field of planar ignition insulated-gate bipolar transistors;
 2. Any Intellectual Property owned or licensed (as licensor, or licensee if sublicensable) by ON sufficient for Littlefuse or any other Acquirer to research, design, develop, test, manufacture, commercialize, package, market, distribute, sell and service automotive Ignition IGBTs; and
 3. Such tangible embodiments of the licensed rights (including, but not limited to, physical and electronic copies) as may be necessary or appropriate to enable Littelfuse or any other Acquirer to use the rights.
- O. “Ignition IGBTs” means the planar automotive ignition insulated-gate bipolar transistors sold by ON prior to the Acquisition Date.
- P. “Intellectual Property” means all intellectual property, including (i) commercial names, all assumed fictional business names, trade names, “doing business as” (d/b/a names), registered and unregistered trademarks, service marks and applications, and tradenames, excluding “ON” and “ON Semiconductor”; (ii) all patents, patent applications and inventions and discoveries that may be patentable; (iii) all registered and unregistered copyrights in both published works and unpublished works; (iv) all know-how, trade secrets, and confidential or proprietary information in customer lists, software, technical information, data, process technology, plans, drawings, and blue prints; and (v) all rights in internet web sites and internet domain names, in each case, presently used by ON in the operation of the Ignition IGBT Business. Intellectual Property does not include any intellectual property acquired by ON pursuant to the Acquisition.

- Q. “Littelfuse” means Littelfuse Inc., a limited liability company organized, existing, and doing business under, and by virtue of, the laws of the State of Delaware, with its corporate office and principal place of business located at 8755 West Higgins Road, Suite 500, Chicago, IL, 60631.
- R. “Littelfuse Acquisition Agreement” means the asset purchase agreement between ON Semiconductor Trading SARL, ON Management C.V., Semiconductor Components Industries, LLC, Littelfuse, Inc., Littelfuse Netherland C.V., and ON Semiconductor Corporation, dated August 11, 2016, including related ancillary agreements, amendments, schedules, exhibits, and attachments, thereto, that have been approved by the Commission to accomplish the requirements of this Order.
- S. “License-Back” means a worldwide, royalty-free, fully paid-up, perpetual, irrevocable, transferable, and sublicensable license to Respondent from Acquirer under any Intellectual Property included in the Ignition IGBT Assets (that is not exclusively related to the operation of the Ignition IGBT Business) for use in any business operated by Respondent that does not compete with the Ignition IGBT Business.
- T. “Monitor” means the Person appointed by the Commission pursuant to Paragraph IV. of this Order.
- U. “Person” means any individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated asso

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II.

IT IS FURTHER ORDERED that:

- A. No later than ten (10) days after the Acquisition Date, Respondent shall divest the Ignition IGBT Assets and grant the Ignition IGBT License, absolutely and in good faith, to Littelfuse pursuant to the Littelfuse Acquisition Agreement.
- B. Notwithstanding any other provision of this Order, Respondent may enter into an agreement with Littelfuse or any other Acquirer for a License-Back (subject to the prior approval of the Commission).
- C. If Respondent has divested the Ignition IGBT Assets to Littelfuse prior to the date this Order becomes final, and if, at the time the Commission determines to make this Order final, the Commission notifies Respondent that:
 - 1. Littelfuse is not acceptable as the acquirer of the Ignition IGBT Assets, then Respondent shall immediately rescind the Littelfuse Acquisition Agreement, and shall divest the Ignition IGBT Assets and grant the Ignition IGBT License no later

E. Respondent shall:

1. At the request of Acquirer and in a manner that receives the prior approval of the Commission, provide (a) Product for a period of up to thirty-six (36) months, and (b) Support Services for a period of up to thirty-six (36) months, from the Divestiture Date;
2. Provide the Product required by this Order at the price(s) set forth in Exhibit D (Planar Ignition IGBT Transitional Manufacturing and Supply Agreement) of the Littelfuse Acquisition Agreement, and in quality and quantity sufficient to enable Acquirer to operate the Ignition IGBT Business in substantially the same manner as ON prior to the Acquisition, including the ability to increase sales of current products; and
3. Provide the Support Services required by this Order at the price(s) set forth in Exhibit E (Planar Ignition IGBT Transition Services Agreement) of the Littelfuse Acquisition Agreement.

Provided, however, that after the expiration of thirty-six (36) months, at the request of any Acquirer, the Acquirer shall have an option to extend the length of time that it receives Product and Support Services from Respondent pursuant to Paragraph II.D.1 for up to an additional twelve (12) months. After the expiration of forty-eight (48) months, the Acquirer shall have an additional option to extend the time that it receives Product and Support Services from Respondent pursuant to Paragraph II.D.1 for up to an additional twelve (12) months.

F. Notwithstanding any provision of this Order, Respondent shall permit Acquirer to use any trademarks owned by ON, or any abbreviation thereof, or any name, logo, or lettering which is similar, in the operation of the Ignition IGBT Business for a period of up to six (6) months from the Divestiture Date.

G. Respondent shall cooperate with and assist Acquirer to evaluate and retain any and all Ignition IGBT Employees necessary to operate the Ignition IGBT Business in substantially the same manner as ON prior to the divestiture, including but not limited to:

1. Not later than twenty (20) days before the Divestiture Date, Respondent shall (i) identify all Ignition IGBT Employees, (ii) allow Acquirer to inspect the personnel files and other documentation of all Ignition IGBT Employees, to the extent permissible under applicable laws, and (iii) allow Acquirer an opportunity to interview any Ignition IGBT Employee;

2. Respondent shall (i) not offer any incentive to any Ignition IGBT Employee to decline employment with Acquirer, (ii) remove any contractual impediments that may deter any Ignition IGBT Employee from accepting employment with Acquirer, including but not limited to, any non-compete or confidentiality provision of employment or other contracts with Respondent that would affect the ability of such employee to be employed by Acquirer, and (iii) not otherwise interfere with the recruitment, hiring, or employment of any Ignition IGBT Employee by Acquirer;
3. Respondent shall (i) vest all current and accrued pension benefits as of the date of transition of employment with Acquirer for any Ignition IGBT Employee who accepts an offer of employment from Acquirer and (ii) provide each Ignition IGBT Employee

III.

IT IS FURTHER ORDERED that:

- A. Respondent shall (i) keep confidential (including as to Respondent's employees) and (ii) not use for any reason or purpose, any Confidential Business Information received or maintained by Respondent relating to the Ignition IGBT Assets; *provided, however*, that Respondent may disclose or use such Confidential Business Information in the course of:
 - 1. Performing its obligations or as permitted under this Order, or the Divestiture Agreement; or
 - 2. Complying with financial reporting requirements, obtaining legal advice, prosecuting or defending legal claims, investigations, or enforcing actions threatened or brought against the Ignition IGBT Business or Ignition IGBT Assets, or as required by law.

- B. If disclosure or use of any Confidential Business Information is permitted to Respondent's employees or to any other Person under Paragraph III.A. of this Order, Respondent and Respondent's employees shall not use or share, directly or indirectly, any Confidential Business Information with any of Respondent's employees who manage, market, produce, or sell, Respondent's automotive Ignition IGBTs, and shall limit such disclosure or use (i) only to the extent such information is required, (ii) only to those employees or Persons who require such information for the purposes permitted under Paragraph III.A., and (iii) only after such employees or Persons have signed an agreement to maintain the confidentiality of such information.

- C. Respondent shall enforce the terms of this Paragraph III. as to its employees or any other Person, and shall take such action as is necessary to cause each of its employees and any other Person to comply with the terms of this Paragraph III., including implementation of access and data controls, training of its employees, and all other actions that Respondent would take to protect its own trade secrets and proprietary information.

IV.

IT IS FURTHER ORDERED that:

- A. Charlotte Diener shall serve as the Monitor pursuant to the agreement executed by the Monitor and Respondent and attached as Appendix III (“Monitor Agreement”) and Non-Public Appendix IV (“Monitor Compensation”). The Monitor is appointed to assure that Respondent expeditiously complies with all of its obligations and performs all of its responsibilities as required by this Order.
- B. No later than one (1) day after the Acquisition Date, Respondent shall transfer to the Monitor all rights, powers, and authorities necessary to permit the Monitor to perform her duties and responsibilities, pursuant to the Order and consistent with the purposes of the Order.
- C. Respondent shall consent to the following terms and conditions regarding the powers, duties, authorities, and responsibilities of the Monitor:
 - 1. The Monitor shall (i) monitor Respondent’s compliance with the obligations set forth in this Order and (ii) act in a fiduciary capacity for the benefit of the Commission;
 - 2. Respondent shall (i) insure that the Monitor has full and complete access to all Respondent’s personnel, books, records, documents, and facilities relating to compliance with this Order or to any other relevant information as the Monitor may reasonably request, and (ii) cooperate with, and take no action to interfere er(r)-1(h)6(as)5

5. Respondent may require the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to sign a customary confidentiality agreement; *provided, however*, that such agreement shall not restrict the Monitor from providing any information to the Commission.
- D. The Monitor shall report in writing to the Commission (i) every thirty (30) days after the Acquisition Date for a period of one (1) year, (ii) every ninety (90) days thereafter until Respondent has completed all obligations required by Paragraph II. of this Order (including a final report when Respondent has completed all such obligations), and (iii) at any other time as 15 Td ()Tj i/(he)5ep3l Td [(a)-1(ny ot)-2(he)-1(r)3tncluuuioetr Tw -3 -1.15 T [(a

- I. The Commission may on its own initiative or at the request of the Monitor issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of this Order.

V.

IT IS FURTHER ORDERED that:

- A. If Respondent has not fully complied with the divestiture and other obligations as required by Paragraph II. of this Order, the Commission may appoint a Divestiture Trustee to divest the Ignition IGBT Assets and perform Respondent's other obligations in a manner that satisfies the requirements of this Order. The Divestiture Trustee appointed pursuant to this Paragraph may be the same Person appointed as the Monitor.
- B. In the event that the Commission or the Attorney General brings an action pursuant to § 5(l) of the Federal Trade Commission Act, 15 U.S.C. § 45(l), or any other statute enforced by the Commission, Respondent shall consent to the appointment of a Divestiture Trustee in such action to divest the relevant assets in accordance with the terms of this Order. Neither the appointment of a Divestiture Trustee nor a decision not to appoint a Divestiture Trustee under this Paragraph shall preclude the Commission or the Attorney General from seeking civil penalties or any other relief available to it, including a court-appointed Divestiture Trustee, pursuant to § 5(l) of the Federal Trade Commission Act, or any other statute enforced by the Commission, for any failure by the Respondent to comply with this Order.
- C. The Commission shall select the Divestiture Trustee, subject to the consent of Respondent, which consent shall not be unreasonably withheld. The Divestiture Trustee shall be a person with experience and expertise in acquisitions and divestitures. If Respondent has not opposed, in writing, including the reasons for opposing, the selection of any proposed Divestiture Trustee within ten (10) days after notice by the staff of the Commission to Respondent of the identity of any proposed Divestiture Trustee, Respondent shall be deemed to have consented to the selection of the proposed Divestiture Trustee.
- D. Within ten (10) days after appointment of a Divestiture Trustee, Respondent shall execute a trust agreement that, subject to the prior approval of the Commission, transfers to the Divestiture Trustee all rights and powers necessary to permit the Divestiture Trustee to effect the relevant divestiture or other act
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1. Subject to the prior approval of the Commission, the Divestiture Trustee shall have the exclusive power and authority to assign, grant, license, divest, transfer, deliver, or otherwise convey the relevant assets that are required by this Order to be assigned, granted, licensed, divested, transferred, delivered, or otherwise conveyed, and to take such other action as may be required to divest the Divestiture Assets.
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accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the Divestiture Trustee's duties and responsibilities. The Divestiture Trustee shall account for all monies derived from the divestiture and all expenses incurred. After approval by the Commission and, in the case of a court-appointed Divestiture Trustee, by the court, of the account of the Divestiture Trustee, including fees for the Divestiture Trustee's services, all remaining monies shall be paid at the direction of the Respondent, and the Divestiture Trustee's power shall be terminated. The compensation of the Divestiture Trustee shall be based at least in significant part on a Commission arrangement contingent on the divestiture of all of the relevant assets that are required to be divested by this Order.

6. Respondent shall indemnify the Divestiture Trustee and hold the Divestiture Trustee harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Divestiture Trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from gross negligence or willful misconduct by the Divestiture Trustee. For purposes of this Paragraph V.E.6., the term "Divestiture Trustee" shall include all Persons retained by the Divestiture Trustee pursuant to Paragraph V.E.5. of this Order.
7. The Divestiture Trustee shall have no obligation or authority to operate or main

- F. The Commission may require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, attorneys, and other representatives and assistants to sign a confidentiality agreement related to Commission materials and information received in connection with the performance of the Divestiture Trustee's duties.
- G. If the Commission determines that a Divestiture Trustee has ceased to act or failed to act diligently, the Commission may appoint a substitute Divestiture Trustee in the same manner as provided in this Part 21a.

VII.

IT IS FURTHER ORDERED that:

- A. Respondent shall file a verified written report with the Commission setting forth in detail the manner and form in which it intends to comply, is complying, and has complied with this Order:
 - 1. Thirty (30) days from the date this Order is issued and every thirty (30) days thereafter for a period of one (1) year, and every ninety (90) days thereafter until Respondent has fully complied with the provisions of Paragraph II.A. and Paragraph II.D. of this Order; and
 - 2. No later than one (1) year after the date this Order is issued and annually thereafter until this Order terminates, and at such other times as the Commission staff may request.
- B. With respect to the divestiture required by Paragraph II. of this Order, Respondent shall include in its compliance reports (i) the status of the divestiture and transfer of the Ignition IGBT Assets; and (ii) a statement that the divestiture approved by the Commission has been accomplished, including a description of the manner in which Respondent completed such divestiture and the date the divestiture was accomplished.

VIII.

IT IS FURTHER ORDERED that Respondent shall notify the Commission at least thirty (30) days prior to:

- A. Any proposed dissolution of Respondent;
- B. Any proposed acquisition, merger, or consolidation of Respondent; or
- C. Any other change in the Respondent, including, but not limited to, assignment and the creation or dissolution of subsidiaries, if such change might affect compliance obligations arising out of the Order.

IX.

IT IS FURTHER ORDERED that, for the purpose of determining or securing compliance with this Order, and subject to any legally recognized privilege, and upon written request and upon five (5) days' notice to Respondent, Respondent shall, without restraint or interference, MCI o3.35(m)8(e)-R -1(d)4(e)-1(jb)5(w)2(i)-w 9.635 0u5(t)-2(io-0.002 Tw 0 -1n Tw 0r)-1(e ws)

- A. Access, during business office hours of the Respondent and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and all other records and documents in the possession, or under the control, of the Respondent related to compliance with this Order, which copying services shall be provided by the Respondent at its expense; and
- B. To interview officers, directors, or employees of the Respondent, who may have counsel present, regarding such matters.

X.

IT IS FURTHER ORDERED that this Order shall terminate on September 30, 2026.

By the Commission.

Donald S. Clark
Secretary

NON-PUBLIC APPENDIX I

APPENDIX III
Monitor Agreement

NON-PUBLIC APPENDIX IV
Monitor Compensation

[Redacted From the Public Record Version, But Incorporated By Reference]