UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): **May 15, 2021**

SILICON LABORATORIES INC.
(Exact Name of Registrant as Specified in Charter)

Delaware	**000-29823**	**74-2793174**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

400 West Cesar Chavez, Austin, TX	**78701**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: **(512) 416-8500**

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 (see General Instruction A.2. below):

☐ 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Securities Exchange Act of 1934. ☐

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, $0.0001 par value	SLAB	The NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Securities Exchange Act of 1934. ☐

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Severance Agreements

On May 15, 2021, the Compensation Committee of the Board of Directors of Silicon Laboratories Inc. (the "Company") approved, and the Company entered into, the CEO Severance Agreement in the form attached hereto as Exhibit 10.1 with G. Tyson Tuttle and the Executive Severance Agreement in the form attached hereto as Exhibit 10.2 with John Hollister, Matt Johnson, Brandon Tolany and Mark Mauldin. These agreements replace the CEO Change in Control Agreement and Change in Control Agreements previously entered into with such individuals.

The agreements provide for the following potential payments and benefits upon a Change in Control Termination (as defined in the agreements): (a) 100% of annual base salary (200% in the case of the CEO), (b) 100% of target variable compensation for a full fiscal year (200% in the case of the CEO), (c) any actual earned bonus, commission or other short term cash incentive compensation for the fiscal year preceding the Change in Control Termination to the extent such amount has not already been paid, (d) a pro-rated portion of target variable compensation for the full fiscal year in which the Change in Control Termination occurs, (e) stock options, restricted stock, and restricted stock units shall become fully vested, (f) market stock units and performance stock units shall be vested at the greater of actual performance or 100% of the target value, and (g) a lump sum equal to the pre-tax cost of 12 months of continued COBRA coverage (24 months in the case of the CEO).

The agreements provide for the following potential payments and benefits upon a Non-CIC Termination (as defined in the agreements): (a) 100% of annual base salary, (b) 100% of target variable compensation for a full fiscal year, (c) any actual earned bonus, commission or other short term cash incentive compensation for the fiscal year preceding the Non-CIC Termination to the extent such amount has not already been paid, (d) a pro-rated portion of actual earned bonus for the full fiscal year in which the Non-CIC Termination occurs, (e) restricted stock units that would have vested within 12 months following such termination shall become fully vested, and (f) a lump sum equal to the pre-tax cost of 12 months of continued COBRA coverage.

Each of the agreements is effective until October 31, 2024. The foregoing descriptions are qualified in their entirety by the text of the agreements.

Performance Stock Units

On May 15, 2021, the Compensation Committee of the Board of Directors of the Company approved a form of Performance Stock Units Grant Notice and Global PSU Award Agreement (the "PSU Award Agreement") under its 2009 Stock Incentive Plan, as amended and restated, attached hereto as Exhibit 10.3. On May 15, 2021, the Compensation Committee of the Board of Directors of the Company also granted awards of PSUs to certain executive officers in the amounts set forth in the table below (the "PSU Awards"):

Name of Executive Officer	Target Number of PSUs
Tyson Tuttle	18,258
Matt Johnson	8,778
John Hollister	6,671
Brandon Tolany	5,267
Mark Thompson	5,267

The PSU Awards will be earned based upon the level of achievement of the following three performance criteria (each as defined in the PSU Award Agreement):

- 3-Year CAGR (weighted 50%)
- Year 2 Non-GAAP Operating Income Margin (weighted 25%)
- Year 3 Non-GAAP Operating Income Margin (weighted 25%)

The PSU Awards are all subject to the terms and conditions of the 2009 Stock Incentive Plan, as amended and restated, and the form of PSU Award Agreement, a copy of which is attached as Exhibit 10.3 to this Form 8-K and incorporated herein by reference.

Restricted Stock Units

On May 15, 2021, the Compensation Committee of the Board of Directors of the Company also granted awards of restricted stock units to certain executive officers in the amounts set forth in the table below (the "RSU Awards"):

Name of Executive Officer	Number of RSUs
Tyson Tuttle	18,258
Matt Johnson	8,778
John Hollister	6,671
Brandon Tolany	5,267
Mark Thompson	5,267

The RSU Awards are all subject to the terms and conditions of the 2009 Stock Incentive Plan, as amended and restated, and the form of Restricted Stock Units Grant Notice and Global Restricted Stock Units Award Agreement attached as Exhibit 10.7 to the Form 10-K filed on February 1, 2017.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

10.1	Silicon Laboratories Inc. Form of CEO Severance Agreement
10.2	Silicon Laboratories Inc. Form of Executive Severance Agreement
10.3	Silicon Laboratories Inc. Form of Performance Stock Units Grant Notice and Global PSU Award Agreement under Registrant's 2009 Stock Incentive Plan, as amended and restated
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SILICON LABORATORIES INC.

May 17, 2021	/s/ John C. Hollister
Date	John C. Hollister *Senior Vice President and* *Chief Financial Officer* *(Principal Financial Officer)*

CEO SEVERANCE AGREEMENT

This CEO Severance Agreement ("Agreement") is made and entered into effective as of May 15, 2021 (the "Effective Date") by and between Silicon Laboratories Inc., a Delaware corporation, and G. Tyson Tuttle ("Employee"). The parties agree that the following shall constitute the agreement between the Company and Employee:

1. Definitions. Whenever the following terms are used in this Agreement, they shall have the meaning specified below unless the context clearly indicates to the contrary:

1.01 "Administrator" shall mean the Board or its delegate.

1.02 "Board" shall mean the Board of Directors of the Company.

1.03 "Cause" shall mean (a) the commission of any act of fraud, embezzlement or dishonesty by Employee, (b) any unauthorized use or disclosure by Employee of confidential information or trade secrets of the Company, (c) any intentional wrongdoing by Employee, whether by omission or commission, which adversely affects the business or affairs of the Company in a material manner, (d) Employee's willful failure to perform Employee's material duties other than any such failure resulting from Disability, (e) Employee's material violation of the Company's written policies or code of conduct (including written policies relating to discrimination, harassment, performance of illegal or unethical activities, and ethical misconduct) or (f) any material breach by Employee of any material obligation under any other written agreement between Employee and the Company.

1.04 "Change in Control" means and includes each of the following:

(a) A transaction or series of transactions (other than an offering of the Company's shares of Common Stock to the general public through a registration statement filed with the United States Securities and Exchange Commission) whereby any "person" or related "group" of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) (other than the Company, any of its subsidiaries, an employee benefit plan maintained by the Company or any of its subsidiaries or a "person" that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than 40% of the total combined voting power of the Company's securities outstanding immediately after such acquisition; or

(b) During any period of two consecutive years, individuals who, at the beginning of such period, constitute the Board together with any new director(s) (other than a director designated by a person who shall have entered into an agreement with the Company to effect a transaction described in Section 1.04(a) or Section1.04(c) hereof) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least a majority of the directors then still in office who either were directors at the beginning of the two-year period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof; or

(c) The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of the Company's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:

(i) Which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the "Successor Entity")) directly or indirectly, at least 60% of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction, and

(ii) After which no person or group beneficially owns voting securities representing 40% or more of the combined voting power of the Successor Entity; *provided, however,* that no person or group shall be treated for purposes of this Section 1.04(c)(ii) as beneficially owning 40% or more of combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction;

(d) The Company's stockholders approve a liquidation or dissolution of the Company; or

(e) A Significant Business Unit Sale.

Notwithstanding anything to the contrary in the foregoing, the following shall not constitute a Change in Control hereunder: (a) a transaction effected for the purpose of changing the place of incorporation or form of organization of the ultimate parent entity (including where the Company is succeeded by an issuer incorporated under the laws of another state, country or foreign government for such purpose and whether or not the Company remains in existence following such transaction) where all or substantially all of the persons or group that beneficially own all or substantially all of the combined voting power of the Company's voting securities immediately prior to the transaction beneficially own all or substantially all of the combined voting power of the Company in substantially the same proportions of their ownership after the transaction, (b) the distribution of stock of a Significant Business Unit to the Company's stockholders, or (c) the initial public offering of the stock of a Significant Business Unit of the Company, and any subsequent sale of less than 50% of the stock of the Significant Business Unit by the Company.

1.05 A "Change in Control Termination" shall mean a termination of employment of Employee during the Protected Period for which a Notice of Termination has been provided to the other party and where such termination results from (a) termination by the Company or a party effecting a Change in Control of the Company other than for Employee's death, Employee's Permanent Disability or for Cause, or (b) Employee's resignation with Good Reason. In connection with a Significant Business Unit Sale, Employee's termination by the Company shall not be deemed a Change in Control Termination if the purchaser in such Significant Business Unit Sale offers Employee employment on terms that would not constitute Good Reason.

1.06 "Code" shall mean the Internal Revenue Code of 1986, as amended.

1.07 "Company" shall mean Silicon Laboratories Inc., a Delaware corporation, and, following any Change in Control, any Successor Entity.

1.08 "Date of Termination" shall mean the date, as the case may be, of the following events: (a) if Employee's employment is terminated by death, the date of death; (b) if Employee's employment is terminated due to a Permanent Disability, 30 days after the Notice of Termination is given (provided that Employee shall not have returned to the performance of his or her duties on a full-time basis during such period); (c) if Employee's employment is terminated for Cause, the date specified in the Notice of Termination; (d) if Employee's employment is terminated in a Change in Control Termination or Non-CIC Termination, the date specified in the Notice of Termination; and (e) if Employee's employment is terminated for any other reason, 15 days after delivery of the Notice of Termination unless otherwise agreed by Employee and the Company.

1.09 "Disability" shall mean that Employee is unable, by reason of injury, illness or other physical or mental impairment, to perform the essential functions of the position for which Employee is employed, even with a reasonable accommodation. Any question as to the existence of Employee's Disability as to which Employee and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to Employee and the Company. If Employee and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third physician who shall make such determination in writing. The determination of Disability made in writing to the Company and Employee shall be final and conclusive for all purposes of this Agreement.

1.10 "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

1.11 "Good Reason" shall mean the occurrence of any of the following, without Employee's express written consent and other than for Cause:

(a) a material diminution in any of Employee's authority, duties, or responsibilities, other than as a result of an accommodation due to any Employee being unable, by reason of injury, illness or other physical or mental impairment, to perform the essential functions of the position for which Employee is employed. If the Company temporarily replaces Employee, or transfers Employee's duties or responsibilities to another individual on account of Employee's inability to perform such duties due to a mental or physical incapacity which is, or is reasonably expected to become, a Disability, then such event shall not be deemed "Good Reason." For the avoidance of doubt, if Employee is serving as the Chief Executive Officer or Chief Financial Officer of the Company and such Employee ceases to serve in such position with the Company, such event shall constitute a material diminution in Employee's authority, duties and responsibilities;

(b) a reduction in Employee's (i) base salary by 10% or more or (ii) total target cash compensation (including base salary and Target Variable Compensation) by 10% or more (in each case, other than a general reduction that affects all similarly situated Company executives in substantially the same proportions that is not implemented in connection with a Change in Control);

(c) a material diminution in the budget (if any) over which Employee retains authority that is implemented in connection with a Change in Control; or

(d) a material change in the geographic location at which Employee must perform the services (including, without limitation, a change in Employee's assigned workplace that increases Employee's one-way commute by more than 35 miles). For sake of clarity, any change in Employee's workplace as a result of the initiation, termination or modification of the Company's work-from-home policies implemented in connection with the COVID-19 pandemic or as a result of other extenuating circumstances shall not constitute Good Reason.

No termination of employment with the Company by Employee shall be treated as being for Good Reason unless Employee gives written notice to the Administrator advising the Company of such resignation (along with the reason for such resignation) within 60 days after the time that the facts or circumstances constituting Good Reason initially arise and provides the Company a cure period of 30 days following such date and such resignation is effective prior to the 60th day following the end of such cure period.

Notwithstanding the foregoing, any sale by the Company of all or substantially all of the stock or assets of a Significant Business Unit shall not constitute Good Reason under clause (a) or (c) above unless responsibility for such Significant Business Unit was the primary duty of such Employee (e.g., as the General Manager or similar position for such Significant Business Unit) and clauses (a) or (c) are otherwise satisfied.

1.12 "Non-CIC Termination" shall mean a termination of employment of Employee (other than during the Protected Period) for which a Notice of Termination has been provided to the other party where such termination results from (a) termination by the Company other than for Employee's death, Employee's Permanent Disability or for Cause, or (b) Employee's resignation with Good Reason.

1.13 "Notice of Termination" shall mean a written notice that indicates the Date of Termination and the basis for termination, including in the case of resignation for Good Reason, the particular facts and circumstances asserted as giving rise to Good Reason.

1.14 "Permanent Disability" shall mean a Disability that has resulted in Employee having been absent from his or her duties with the Company on a full-time basis for a total of 6 months of any consecutive 8 month period.

1.15 "Protected Period" shall mean a period (a) commencing upon the earlier of (i) execution by the Company of a definitive agreement, the consummation of which would constitute a Change in Control (and such Change in Control contemplated by the definitive agreement does in fact occur) or (ii) 90 days prior to a Change in Control and (b) ending 18 months after such Change in Control.

1.16 "Significant Business Unit" shall mean a business unit with revenue of at least $100 million during the 12 months preceding the date of the sale of such business unit.

1.17 "Significant Business Unit Sale" shall mean the sale by the Company of all or substantially all of the stock or assets of a Significant Business Unit, responsibility for which was the primary duty of Employee (e.g., as the General Manager or similar position for such Significant Business Unit), or a similar transaction that the Board, in its sole discretion, determines to be a Significant Business Unit Sale.

1.18 "Separation from Service" means the date upon which Employee dies, retires, or otherwise has a termination of employment with the Company that constitutes a "separation from service" within the meaning of Treasury Regulation Section 1.409A-1(h)(1), without regard to the optional alternative definitions available thereunder. To the greatest extent permissible consistent with Section 409A, a Separation from Service shall include any termination of the employee-employer relationship between Employee and the Company for any reason, voluntary or involuntary, with or without Cause, including, without limitation, a termination by reason of resignation (whether for Good Reason or otherwise), discharge (with or without Cause), Permanent Disability, death or retirement.

1.19 "Target Variable Compensation" shall mean Employee's total annual bonus, commission or other short term cash incentive compensation determined on the basis of achievement of 100% of targeted performance.

1.20 "Willful" shall mean not in good faith and without reasonable belief that an act or omission was in the best interest of the Company.

2. **Term**. This Agreement shall be effective until October 31, 2024. Notwithstanding the foregoing, this Agreement shall not terminate (a) while the Company is party to a definitive agreement, the consummation of which would constitute a Change in Control or (b) during the 18 month period following a Change in Control. Notwithstanding the foregoing, this Agreement shall terminate earlier if (a) the Agreement is mutually terminated by the parties or (b) Employee's employment is terminated in a manner that does not constitute a Change in Control Termination or Non-CIC Termination.

3. **Compensation and Benefits Upon Change in Control Termination**.

3.01 **Severance Benefits**. If there is a Change in Control Termination, then, subject to Section 3.02 and provided that Employee executes and does not revoke the release of claims and separation agreement attached hereto as Exhibit A (the "Release") and provided such Release becomes effective (without having been revoked) by the 60th day following Employee's Separation from Service or such earlier date required by the release (such effectiveness deadline, the "Release Deadline"), Employee shall receive the following payments and benefits, which are in addition to any amounts owed to Employee as earned but unpaid wages through the Date of Termination and accrued but unused vacation, if any, through the Date of Termination. Notwithstanding any provision of this Agreement to the contrary, no payment or benefit shall be provided to Employee pursuant to this Section 3.01 unless a Change in Control is consummated within the Protected Period. No severance benefits will be paid or provided until the Release becomes effective. If the Release does not become effective and irrevocable by the Release Deadline, Employee will forfeit any rights to severance or benefits under this Agreement.

(a) An amount equal to 200% of Employee's annual base salary. For purposes of this clause, annual base salary shall be defined as the greater of (x) Employee's annual base salary rate at the time of the Change in Control or (y) Employee's annual base salary rate at the time of the Change in Control Termination. Such amount shall be paid in a single lump sum cash payment on the later of (i) the date of the next regularly scheduled payroll following the 60th day following Employee's Separation from Service or (ii) the date of the Change in Control.

(b) An amount equal to the greatest of (x) 200% of Employee's full Target Variable Compensation for the last full fiscal year of the Company preceding the Change in Control, (y) 200% of Employee's full Target Variable Compensation for the last full fiscal year of the Company preceding the Change in Control Termination or (z) 200% of Employee's full Target Variable Compensation for the full fiscal year of the Company in which the Change in Control Termination occurs. Such amount shall be paid in a single lump sum cash payment on the later of (i) the date of the next regularly scheduled payroll following the 60th day following Employee's Separation from Service or (ii) the date of the Change in Control.

(c) An amount equal to (i) any actual earned bonus, commission or other short term cash incentive compensation for the fiscal year preceding the Change in Control Termination to the extent such amount has not already been paid to Employee plus (ii) a pro-rated portion of Employee's full Target Variable Compensation for the full fiscal year of the Company in which the Change in Control Termination occurs, with such pro-rated portion determined by the portion of the fiscal year elapsed prior to Employee's Date of Termination. Such amount shall be paid in a single lump sum cash payment on the later of (i) the date of the next regularly scheduled payroll following the 60th day following Employee's Separation from Service or (ii) the date of the Change in Control.

(d) Any stock options granted to Employee by the Company that are outstanding immediately prior to, but have not vested as of, the date of the Change in Control Termination shall become 100% vested and exercisable as of the later of the Date of Termination or the date of the Change in Control (but immediately prior to the consummation thereof). Any such stock option may be exercised by Employee until the earlier of (i) one year following the Date of Termination, or (ii) the original expiration date of the award (subject to any right that the Company may have to terminate such awards in connection with the Change in Control).

(e) Any restricted stock or restricted stock units granted to Employee by the Company that are outstanding immediately prior to, but have not vested as of, the date of the Change in Control Termination shall become 100% vested as of the later of the Date of Termination or the date of the Change in Control (but immediately prior to the consummation thereof).

(f) Any market stock unit awards granted to Employee by the Company that are outstanding immediately prior to, but have not fully vested as of, the date of the Change in Control Termination shall become vested as follows: the greater of (i) 100% of the Target Units (as defined in the market stock unit award agreement) less any previously vested units and (ii) the actual Earned Units (as defined in the market stock unit award agreement) less any previously vested units, shall be deemed Vested Units (as defined in the market stock unit award agreement) as of the later of the Date of Termination or the date of the Change in Control (but immediately prior to the consummation thereof).

(g) Any performance stock unit awards granted to Employee by the Company that are outstanding immediately prior to, but have not fully vested as of, the date of the Change in Control Termination shall become vested as follows: the greater of (i) 100% of the Target Units (as defined in the performance stock unit award agreement) less any previously vested units and (ii) the actual Earned Units (as defined in the performance stock unit award agreement) less any previously vested units shall be deemed Vested Units (as defined in the performance stock unit award agreement) as of the later of the Date of Termination or the date of the Change in Control (but immediately prior to the consummation thereof).

(h) The Company shall pay Employee a fully taxable lump sum amount that, after deduction of federal, state and local income and employment taxes determined at the highest marginal rates applicable to Employee, will result in Employee retaining an amount equal to 24 months of the premiums that would be charged, as of the Date of Termination, for group health continuation coverage for Employee and Employee's covered dependents pursuant to Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended and any state law equivalent ("COBRA"). Employee may, but is not obligated to, use such payment toward the cost of COBRA premiums. Such amount shall be paid in a single lump sum cash payment on the later of (i) the date of the next regularly scheduled payroll following the 60th day following Employee's Separation from Service or (ii) the date of the Change in Control. Employee acknowledges and agrees that such payment is intended to constitute a COBRA subsidy for purposes of the American Rescue Plan Act of 2021, to the extent applicable.

In the case of a Change in Control as defined in item (e) of Section 1.4, in lieu of providing the equity-related benefits set forth under items (d), (e), (f) and/or (g) above, the Company may instead cause the acquiror of the Significant Business Unit to provide cash or other equity awards of substantially equivalent value, as determined in the sole discretion of the Administrator and consistent with Section 409A of the Code or an exemption therefrom.

3.02 Federal Excise Tax Under Section 4999 of the Code.

(a) **Excess Parachute Payments.** Notwithstanding any provision of this Agreement to the contrary, if any payment or benefit Employee would receive pursuant to this Agreement or otherwise (collectively, the "Payments") would constitute a "parachute payment" within the meaning of Section 280G of the Code, and, but for this Section 3.02(a), would be subject to the excise tax imposed by Section 4999 of the Code or any similar or successor provision (the "Excise Tax"), then the aggregate amount of the Payments will be either (i) the largest portion of the Payments that would result in no portion of the Payments (after reduction) being subject to the Excise Tax or (ii) the entire Payments, whichever amount after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes), results in Employee's receipt, on an after-tax basis, of the greatest amount of the Payments. Any reduction in the Payments required by this Section will be made in the following order: (i) reduction of cash payments; (ii) reduction of accelerated vesting of equity awards other than stock options; (iii) reduction of accelerated vesting of stock options; and (iv) reduction of other benefits paid or provided to Employee. In the event that acceleration of vesting of equity awards is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant of Employee's equity awards. If two or more equity awards are granted on the same date, the accelerated vesting of each award will be reduced on a pro-rata basis.

(b) **Determination by Tax Firm.** The professional firm engaged by the Company for general tax purposes as of the day prior to the date of the event that might reasonably be anticipated to result in Payments that would otherwise be subject to the Excise Tax will perform the foregoing calculations. If the tax firm so engaged by the Company is serving as accountant or auditor for the acquiring company, the Company will appoint a nationally recognized tax firm to make the determinations required by this Section. The Company will bear all expenses with respect to the determinations by such firm required to be made by this Section. The Company and Employee shall furnish such tax firm such information and documents as the tax firm may reasonably request in order to make its required determination. The tax firm will provide its calculations, together with detailed supporting documentation, to the Company and Employee as soon as practicable following its engagement. Any good faith determinations of the tax firm made hereunder will be final, binding and conclusive upon the Company and Employee.

4. Compensation and Benefits Upon Non-CIC Termination.

4.01 Severance Benefits. If there is a Non-CIC Termination, then, provided that Employee executes and does not revoke the Release and provided such Release becomes effective (without having been revoked) by the 60th day following Employee's Separation from Service or such earlier date required by the release (such effectiveness deadline, the "Non-CIC Release Deadline"), Employee shall receive the following payments and benefits, which are in addition to any amounts owed to Employee as earned but unpaid wages through the Date of Termination and accrued but unused vacation, if any, through the Date of Termination. No severance benefits will be paid or provided until the Release becomes effective. If the Release does not become effective and irrevocable by the Non-CIC Release Deadline, Employee will forfeit any rights to severance or benefits under this Agreement.

(a) An amount equal to 100% of Employee's then current annual base salary. Such amount shall be paid in a single lump sum cash payment on the date of the next regularly scheduled payroll following the 60th day following Employee's Separation from Service.

(b) An amount equal to 100% of Employee's full Target Variable Compensation for the full fiscal year of the Company in which the Non-CIC Termination occurs. Such amount shall be paid in a single lump sum cash payment on the date of the next regularly scheduled payroll following the 60th day following Employee's Separation from Service.

(c) Any actual earned bonus, commission or other short term cash incentive compensation for the fiscal year preceding the Non-CIC Termination to the extent such amount has not already been paid to Employee. Such amount shall be paid in a single lump sum cash payment on the date of the next regularly scheduled payroll following the 60th day following Employee's Separation from Service.

(d) An amount equal to a pro-rated portion of Employee's full total annual bonus, commission or other short term cash incentive compensation for the full fiscal year of the Company in which such Non-CIC Termination occurs (based upon the Company's actual attainment of the applicable performance objective(s), as determined by the Administrator or its designee in its sole discretion following the end of the full fiscal year), with such pro-rated portion determined by the portion of the fiscal year elapsed prior to Employee's Date of Termination. Such amount shall be payable in a single lump sum cash payment on the date on which Employee would have received the incentive compensation but for Employee's Separation from Service (but in any event no later than the date of the next regularly scheduled payroll following the 60th day following the end of the Company's fiscal year in which Employee's Separation from Service occurs).

(e) Any restricted stock units granted to Employee by the Company that are outstanding immediately prior to, but have not vested as of, the date of the Non-CIC Termination that would have vested through normal time-based vesting within 12 months thereafter shall become 100% vested as of the Date of Termination. For avoidance of doubt, any and all other restricted stock units that remain outstanding and have not vested as of the Date of Termination shall be cancelled and forfeited for no additional consideration.

(f) The Company will pay Employee a fully taxable lump sum amount that, after deduction of federal, state and local income and employment taxes determined at the highest marginal rates applicable to Employee, will result in Employee retaining an amount equal to 12 months of the premiums that would be charged, as of the Date of Termination, for group health continuation coverage for Employee and Employee's covered dependents pursuant to COBRA. Employee may, but is not obligated to, use such payment toward the cost of COBRA premiums. Such amount shall be paid in a single lump sum cash payment on the date of the next regularly scheduled payroll following the 60th day following Employee's Separation from Service. Employee acknowledges and agrees that such payment is intended to constitute a COBRA subsidy for purposes of the American Rescue Plan Act of 2021, to the extent applicable.

For the avoidance of doubt, no performance stock units, market stock units or stock options shall vest on an accelerated basis or otherwise in connection with, or following, a Non-CIC Termination. In no event shall Employee be entitled to compensation and benefits under both Section 3.01 and Section 4.01.

5. **No Mitigation**. Employee shall not be required to mitigate the amount of any payments provided for by this Agreement by seeking employment or otherwise, nor shall the amount of any cash payments or benefits provided under this Agreement be reduced by any compensation or benefits earned by Employee after his or her Date of Termination.

6. **Limitation on Rights**.

6.01 **No Employment Contract**. This Agreement shall not be deemed to create a contract of employment between the Company and Employee and shall not create any right in Employee to continue in the Company's employment for any specific period of time. This Agreement shall not restrict the right of the Company to terminate the employment of Employee for any reason, or no reason at all, or restrict the right of Employee to terminate his or her employment.

6.02 **No Other Exclusions**. This Agreement shall not be construed to exclude Employee from participation in any other compensation or benefit programs in which he or she is specifically eligible to participate either prior to or following the Effective Date of this Agreement, or any such programs that generally are available to other Employee personnel of the Company.

7. **Tax Matters.**

7.01 **Tax Withholding.** All payments made and benefits provided pursuant to this Agreement will be subject to withholding of applicable taxes.

7.02 Section 409A.

(a) It is intended that any amounts payable under this Agreement shall either be exempt from or comply with Section 409A of the Code (including the Treasury regulations and other published guidance relating thereto, "Section 409A") so as not to subject Employee to payment of any additional tax, penalty or interest imposed under Section 409A. The provisions of this Agreement shall be construed and interpreted to avoid the imputation of any such additional tax, penalty or interest under Section 409A, yet preserve (to the nearest extent reasonably possible) the intended benefit payable to Employee. However, the Company does not guarantee any particular tax effect for income provided to Employee pursuant to this Agreement. In any event, except for the Company's responsibility to withhold applicable income and employment taxes from compensation paid or provided to Employee, the Company shall not be responsible for the payment of any taxes, penalties, interest, costs, fees, including attorneys' fees or accountants' fees, or other liability incurred by Employee in connection with compensation paid or provided to Employee pursuant to this Agreement. Notwithstanding anything else contained herein to the contrary, nothing in this Agreement is intended to constitute, nor does it constitute, tax advice, and in all cases, Employee should obtain and rely solely on the tax advice provided by Employee's own independent tax advisors (and not the Company, any of the Company's affiliates, or any officer, employee or agent of the Company or any of its affiliates).

(b) Notwithstanding anything to the contrary in this Agreement, no severance benefits to be paid or provided to Employee, if any, pursuant to this Agreement that, when considered together with any other severance benefits, are considered nonqualified deferred compensation under Section 409A (together, the "Deferred Payments") will be paid or otherwise provided until Employee has a Separation from Service. Similarly, no severance payable to Employee, if any, pursuant to this Agreement that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until Employee has a Separation from Service.

(c) Any severance benefits under this Agreement that would be considered Deferred Payments will be paid on, or, in the case of installments, will not commence until, the date of the next regularly scheduled payroll following the 60th day following Employee's Separation from Service. Any installment payments that would have been made to Employee during the period between Employee's Separation from Service and the date of the next regularly scheduled payroll following the 60th day following Employee's Separation from Service, but for the preceding sentence, will be paid to Employee on the date of the next regularly scheduled payroll following the 60th day following Employee's Separation from Service and the remaining payments shall be made as provided in this Agreement. Any right of Employee to receive installment payments hereunder shall, for all purposes of Section 409A, be treated as a right to a series of separate payments.

(d) Notwithstanding any provision of this Agreement to the contrary, if Employee is a "specified employee" within the meaning of Treasury Regulation Section 1.409A-l(i) as of the date of Employee's Separation from Service, Employee shall not be entitled to any payment or benefit that constitutes nonqualified deferred compensation under Section 409A until the earlier of (1) the date which is 6 months and 1 day after Employee's Separation from Service for any reason other than death, or (2) the date of Employee's death. Any amounts otherwise payable to Employee upon or in the 6 month period following Employee's Separation from Service that are not so paid by reason of this paragraph shall be paid (without interest) on the first business day after the date that is 6 months after Employee's Separation from Service (or, if earlier, as soon as practicable, and in all events within 10 business days, after the date of Employee's death). The payment timing provisions of this paragraph shall only apply if, and to the extent, required to avoid the imputation of any tax, penalty or interest pursuant to Section 409A.

8. Miscellaneous.

8.01 Resignation from Company Positions. Unless the Board specifically authorizes the Employee to continue in any such capacity, upon Employee's Separation of Service, Employee hereby resigns from any and all directorships, offices, and other positions that Employee holds with the Company and any of the Company's direct or indirect subsidiaries. Employee shall execute any further documents requested by the Company with respect to the foregoing.

8.02 Administration. The Administrator shall have the exclusive right, power and authority, in its sole and absolute discretion, to administer and interpret this Agreement and the benefits provided for herein, including the power to resolve and clarify inconsistencies, ambiguities and omissions in the Agreement and between the Agreement and other documents. The decision of the Administrator on any disputes arising under the Agreement, including (but not limited to) questions of construction, interpretation and administration shall be final, conclusive and binding on all persons having an interest in or under the Agreement. Any determination made by the Administrator shall be given deference in the event the determination is subject to review pursuant to Section 8.11 hereof and shall be overturned by an arbitrator only if it is arbitrary and capricious.

8.03 Assignment and Binding Effect.

(a) No right or interest to or in this Agreement, or any payment or benefit to Employee under this Agreement shall be assignable by Employee except by will or the laws of descent and distribution. No right, benefit or interest of Employee hereunder shall be subject to anticipation, alienation, sale, assignment, encumbrance, charge, pledge, hypothecation or set off in respect of any claim, debt or obligation, or to execution, attachment, levy or similar process or assignment by operation of law. Any attempt, voluntarily or involuntarily, to effect any action specified in the immediately preceding sentences shall, to the full extent permitted by law, be null, void and of no effect; provided, however, that this provision shall not preclude Employee from designating one or more beneficiaries to receive any amount that may be payable to Employee under this Agreement after his or her death and shall not preclude the legal representatives of Employee's estate from assigning any right hereunder to the person or persons entitled thereto under his or her will, or, in the case of intestacy, to the person or persons entitled thereto under the laws of intestacy applicable to his or her estate. However, this Agreement shall be assignable by the Company to, binding upon and inure to the benefit of any successor of the Company, and any successor shall be deemed substituted for the Company upon the terms and subject to the conditions hereof.

(b) The Company will require any successor (whether by purchase of assets, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform all of the obligations of the Company under this Agreement (including the obligation to cause any subsequent successor to also assume the obligations of this Agreement) unless such assumption occurs by operation of law. In connection with sale of a Significant Business Unit responsibility for which was the primary duty of Employee, the Company may assign its obligations hereunder to the purchaser of such Significant Business Unit.

8.04 No Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed or construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement. Without limiting the generality of the foregoing, the failure by Employee to exercise his or her right to terminate his or her employment for Good Reason shall not operate as a waiver by Employee of his or her right to terminate for Good Reason based upon any subsequent act or omission of the Company that constitutes Good Reason.

8.05 Rules of Construction.

(a) This Agreement has been executed in, and shall be governed by and construed in accordance with the laws of the State of Texas without regard to the principles of conflict of laws.

(b) Captions contained in this Agreement are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation with respect to this Agreement.

(c) If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto will not be materially or adversely affected thereby, (i) such provision will be fully severable, (ii) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (iv) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

8.06 Notices. Any notice required or permitted by this Agreement shall be in writing, delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized courier service (regularly providing proof of delivery) or by facsimile or telecopy, addressed to the Board and the Company and, if other than the Board, the Administrator, at the Company's then principal office, or to Employee at the address set forth in the records of the Company, as the case may be, or to such other address or addresses the Company or Employee may from time to time specify in writing. Notices shall be deemed given: (i) when delivered if delivered personally (including by courier); (ii) on the third day after mailing, if mailed, postage prepaid, by registered or certified mail (return receipt requested); (iii) on the day after mailing if sent by a nationally recognized overnight delivery service which maintains records of the time, place, and recipient of delivery; and (iv) upon receipt of a confirmed transmission, if sent by telecopy or facsimile transmission.

8.07 **Modification**. This Agreement may be modified only by an instrument in writing signed by Employee and an authorized representative of the Company.

8.08 **Entire Agreement**. This Agreement constitutes the entire agreement between the Company and Employee concerning the subject matter hereof, and supersedes all other agreements, whether written or oral, with respect to such subject matter (including, but not limited to, (a) any Change in Control Agreement previously entered into by the Company and Employee and (b) any conflicting provision in any past or future equity award agreements, unless such future equity award agreements specifically reference this Agreement and specify that such equity award agreement is intended to supersede some portion of this Agreement). This is an integrated agreement. For the avoidance of doubt, this Agreement does not supersede any confidentiality, non-solicitation, non-competition or similar agreements, and Employee acknowledges that his or her entitlement to the severance benefits set forth herein is expressly conditioned upon Employee's strict compliance with any and all duties and obligations set forth in such agreements. The dollar value of the benefits provided under this Agreement shall reduce any payments to which Employee would otherwise be entitled under the proprietary information and inventions agreement between Employee and the Company (including any payment thereunder with respect to the non-competition provision). To avoid potential duplication of benefits, the dollar value of benefits under this Agreement shall be reduced (but not below zero) by any severance benefits paid by the Company to Employee under any other severance agreement.

8.09 **Counterparts**. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. Copies of such signed counterparts may be used in lieu of the originals for any purpose.

8.10 **Good Faith Determinations**. No member of the Board shall be liable, with respect to this Agreement, for any act, whether of commission or omission, taken by any other member of the Board or by any officer, agent, or employee of the Company, nor, excepting circumstances involving his or her own bad faith, for anything done or omitted to be done by himself or herself. The Company shall indemnify and hold harmless each member of the Board from and against any liability or expense hereunder, except in the case of such member's own bad faith.

8.11 **Arbitration**. Any controversy arising out of or relating to this Agreement (including Exhibit A hereto), its enforcement, arbitrability or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, or any other controversy arising out of or relating in any way to the subject matter contained herein, shall be submitted to final and binding arbitration. Any arbitration hereunder shall be in Travis County, Texas before a sole arbitrator selected from Judicial Arbitration and Mediation Services, Inc., or its successor ("JAMS"), or if JAMS is no longer able to supply the arbitrator, such arbitrator shall be selected from the American Arbitration Association. Final resolution of any dispute through arbitration may include any remedy or relief which the Arbitrator deems just and equitable, including any and all remedies provided by applicable state or federal statutes. At the conclusion of the arbitration, the Arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the Arbitrator's award or decision is based. Any award or relief granted by the Arbitrator hereunder shall be final and binding on the parties hereto and may be enforced by any court of competent jurisdiction. **The parties acknowledge and agree that they are hereby waiving any rights to trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other in connection with any matter whatsoever arising out of or in any way connected with this Agreement or the subject matter contained herein.** The parties further agree that in any proceeding to enforce the terms of this Agreement, the non-prevailing party shall pay (1) the prevailing party's reasonable attorneys' fees and costs incurred in connection with resolution of the dispute in addition to any other relief granted, and (2) all costs of the arbitration, including, but not limited to, the arbitrator's fees, court reporter fees, and any and all other administrative costs of the arbitration, and that the non-prevailing party promptly shall reimburse the prevailing party for any portion of such costs previously paid by the prevailing party. The arbitrator shall resolve any dispute as to the reasonableness of any fee or cost.

SILICON LABORATORIES INC.	**EMPLOYEE**
By: _____	_____
Name:	G. Tyson Tuttle
Title:	
Date:	Date:

EXHIBIT A

RELEASE OF CLAIMS AND SEPARATION AGREEMENT

This Release of Claims and Separation Agreement (the "Agreement") is made by and between Silicon Laboratories Inc., a Delaware corporation (the "Company") and G. Tyson Tuttle ("Employee"). Employee and the Company may be referred to herein as the "Parties."

WHEREAS, if there is a Change in Control Termination or Non-CIC Termination, and subject to the terms and conditions of the Severance Agreement, including the requirement to execute and not revoke this Agreement, Employee shall receive the applicable severance benefits set forth in Employee's CEO Severance Agreement, dated May 15, 2021 (the "Severance Agreement").

NOW, THEREFORE, in consideration of the mutual promises and benefits set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Separation Payments**. In consideration for Employee signing and not revoking this Agreement and complying with Employee's obligations under the Severance Agreement and obligations hereunder, the Company will provide the severance benefits to Employee as provided in the Severance Agreement. Employee hereby acknowledges the sufficiency of the severance benefits and that Employee is not otherwise entitled to the severance benefits. Employee further acknowledges that upon receipt of the payments recited herein, Employee shall not be entitled to any further payment, compensation, benefits, bonus, equity award, or remuneration of any kind from the Company, with respect to Employee's employment with the Company.

2. **Employee's General Release**. In exchange for the consideration provided to Employee under this Agreement, and except as otherwise set forth in this Agreement, Employee hereby generally and completely releases, acquits and forever discharges the Company, its parent, subsidiaries, other corporate affiliates, predecessors, successors and assigns ("Released Parties") from any and all claims, liabilities and obligations, both known and unknown, arising out of or in any way related to Employee's employment with the Company or the termination of that employment. Excluded from Employee's General Release are the following: (i) any claims that may arise from events that occur after the date this Agreement is executed; (ii) any rights or claims for indemnification Employee may have pursuant to any written indemnification agreement with the Company to which Employee is a party, the charter, bylaws, or operating agreements of the Company, or under applicable law; (iii) any rights that, as a matter of law, whether by statute or otherwise, may not be waived, such as claims for workers' compensation benefits or unemployment insurance benefits; and (iv) any claims for breach of this Agreement. In addition, nothing in this Agreement prevents Employee from filing, cooperating with, or participating in any proceeding before the Equal Employment Opportunity Commission ("EEOC") or its state equivalent, the United States Department of Labor ("DOL") or its state equivalent, or any other government agency or entity, or from exercising any rights pursuant to Section 7 of the National Labor Relations Act ("NLRA"), or from taking any action protected under the whistleblower provisions of federal law or regulation, none of which activities shall constitute a breach of the release herein or a breach of any non-disparagement, confidentiality or any other clauses in the Severance Agreement. Employee acknowledges and agrees, however, that Employee is waiving, to the fullest extent permitted by law, Employee's right to any monetary recovery should any governmental agency or entity pursue any claims on Employee's behalf.

Employee represents that Employee has not filed any charges, complaints, or other proceedings against the Company or any of the other Released Parties that are presently pending with any federal, state, or local court or administrative or governmental agency. Notwithstanding any release of liability, nothing in this Agreement prevents Employee from filing any non-legally waivable claim (including a challenge to the validity of this Agreement) with the EEOC, National Labor Relations Board ("NLRB"), or comparable state or local agency or participating in any investigation or proceeding conducted by the EEOC, NLRB, or comparable state or local agency; however, Employee understands and agrees that Employee is waiving any and all rights to recover any monetary or personal relief or recovery as a result of such EEOC, NLRB, or comparable state or local agency proceeding or subsequent legal actions. In addition, nothing in this Agreement prohibits Employee from reporting possible violations of federal law or regulation to any government agency or entity, making other disclosures that are protected under whistleblower provisions of law, or receiving an award or monetary recovery pursuant to the Securities and Exchange Commission's whistleblower program. Employee does not need prior authorization to make such reports or disclosures and is not required to notify the Company that Employee has made any such report or disclosure.

3. **Employee's ADEA Waiver**. Employee hereby acknowledges that Employee is knowingly and voluntarily waiving and releasing any rights Employee may have under the Age Discrimination in Employment Act, as amended (the "ADEA"), including the Older Workers Benefit Protection Act ("the "OWBPA"), and that the consideration given to Employee for the waiver and release in this Agreement is in addition to anything of value to which Employee was already entitled. Employee further acknowledges that Employee has been advised by this writing, as required by the ADEA, that: (a) Employee's waiver and release do not apply to any rights or claims that may arise after the date Employee signs this Agreement; (b) Employee should consult with an attorney prior to signing this Agreement (although Employee may voluntarily decide not to do so); (c) Employee has 21 days to consider this Agreement (although Employee may choose voluntarily to sign this Agreement sooner); (d) Employee has 7 days following the date Employee signs this Agreement to revoke this Agreement (in a written revocation sent to and received the Company's Chief Executive Officer); and (e) this Agreement will not be effective until the date upon which the revocation period has expired unexercised, which will be the eighth day after Employee signs this Agreement provided that Employee does not revoke it before such date (the "Effective Date").

Employee understands that nothing in this Agreement is intended to interfere with or deter Employee's right to (i) challenge the waiver of an ADEA or state-law age discrimination claim, (ii) file an ADEA or state-law age discrimination claim, or (iii) participate in any Equal Employment Opportunity Commission ("***EEOC***") or state-agency investigation or proceeding regarding any such claim. Further, Employee understands that nothing in this Agreement would require Employee to tender back the money received under this Agreement if Employee seeks to challenge the validity of the ADEA Release, and Employee does not ratify any ADEA or state-law age discrimination waiver that fails to comply with the Older Workers' Benefit Protection Act by retaining the money received under the Agreement. Further, nothing in this Agreement is intended to require the payment of damages, attorneys' fees, or costs to the Company should Employee challenge the ADEA Release or file an ADEA or state law age discrimination suit except as authorized by federal or state law.

4. **No Admissions**. By entering into this Agreement, the Parties make no admission that they have engaged, or are now engaging, in any unlawful conduct. The Parties understand and acknowledge that this Agreement is not an admission of liability and shall not be used or construed as such in any legal or administrative proceeding.

5. **Entire Agreement; No Oral Modification; Counterparts; PDF**. This Agreement and the Severance Agreement (including any exhibits and documents incorporated by reference) is intended to be the entire agreement between the parties and supersedes and cancels any and all other and prior agreements, written or oral, between the parties regarding this subject matter, except and as limited to any confidentiality, non-solicitation or non-competition, non-disparagement, proprietary rights or any other agreement which may exist and which survives the termination of Employee's employment. It is agreed that there are no collateral agreements or representations, written or oral, regarding the terms and conditions of Employee's separation of employment with the Company and settlement of all claims between the parties other than those set forth in this Agreement and the Severance Agreement. This Agreement may be amended only by a written instrument executed by all parties hereto. This Agreement may be executed in two or more counterparts, which when taken together, shall constitute an original agreement. Executed originals transmitted by electronically as PDF files (or their equivalent) shall have the same force and effect as a signed original.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN. THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

SILICON LABORATORIES INC.

Dated: _____

By: _____
Name:
Title:

EMPLOYEE

Dated: _____

Signature: _____

Name: _____

EXECUTIVE SEVERANCE AGREEMENT

This Executive Severance Agreement ("Agreement") is made and entered into effective as of May 15, 2021 (the "Effective Date") by and between Silicon Laboratories Inc., a Delaware corporation, and _____ ("Employee"). The parties agree that the following shall constitute the agreement between the Company and Employee:

1. Definitions. Whenever the following terms are used in this Agreement, they shall have the meaning specified below unless the context clearly indicates to the contrary:

1.01 "Administrator" shall mean the Board or its delegate.

1.02 "Board" shall mean the Board of Directors of the Company.

1.03 "Cause" shall mean (a) the commission of any act of fraud, embezzlement or dishonesty by Employee, (b) any unauthorized use or disclosure by Employee of confidential information or trade secrets of the Company, (c) any intentional wrongdoing by Employee, whether by omission or commission, which adversely affects the business or affairs of the Company in a material manner, (d) Employee's willful failure to perform Employee's material duties other than any such failure resulting from Disability, (e) Employee's material violation of the Company's written policies or code of conduct (including written policies relating to discrimination, harassment, performance of illegal or unethical activities, and ethical misconduct) or (f) any material breach by Employee of any material obligation under any other written agreement between Employee and the Company.

1.04 "Change in Control" means and includes each of the following:

(a) A transaction or series of transactions (other than an offering of the Company's shares of Common Stock to the general public through a registration statement filed with the United States Securities and Exchange Commission) whereby any "person" or related "group" of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) (other than the Company, any of its subsidiaries, an employee benefit plan maintained by the Company or any of its subsidiaries or a "person" that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than 40% of the total combined voting power of the Company's securities outstanding immediately after such acquisition; or

(b) During any period of two consecutive years, individuals who, at the beginning of such period, constitute the Board together with any new director(s) (other than a director designated by a person who shall have entered into an agreement with the Company to effect a transaction described in Section 1.04(a) or Section1.04(c) hereof) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least a majority of the directors then still in office who either were directors at the beginning of the two-year period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof; or

(c) The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of the Company's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:

(i) Which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the "Successor Entity")) directly or indirectly, at least 60% of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction, and

(ii) After which no person or group beneficially owns voting securities representing 40% or more of the combined voting power of the Successor Entity; *provided, however,* that no person or group shall be treated for purposes of this Section 1.04(c)(ii) as beneficially owning 40% or more of combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction;

(d) The Company's stockholders approve a liquidation or dissolution of the Company; or

(e) A Significant Business Unit Sale.

Notwithstanding anything to the contrary in the foregoing, the following shall not constitute a Change in Control hereunder: (a) a transaction effected for the purpose of changing the place of incorporation or form of organization of the ultimate parent entity (including where the Company is succeeded by an issuer incorporated under the laws of another state, country or foreign government for such purpose and whether or not the Company remains in existence following such transaction) where all or substantially all of the persons or group that beneficially own all or substantially all of the combined voting power of the Company's voting securities immediately prior to the transaction beneficially own all or substantially all of the combined voting power of the Company in substantially the same proportions of their ownership after the transaction, (b) the distribution of stock of a Significant Business Unit to the Company's stockholders, or (c) the initial public offering of the stock of a Significant Business Unit of the Company, and any subsequent sale of less than 50% of the stock of the Significant Business Unit by the Company.

1.05 A "Change in Control Termination" shall mean a termination of employment of Employee during the Protected Period for which a Notice of Termination has been provided to the other party and where such termination results from (a) termination by the Company or a party effecting a Change in Control of the Company other than for Employee's death, Employee's Permanent Disability or for Cause, or (b) Employee's resignation with Good Reason. In connection with a Significant Business Unit Sale, Employee's termination by the Company shall not be deemed a Change in Control Termination if the purchaser in such Significant Business Unit Sale offers Employee employment on terms that would not constitute Good Reason.

1.06 "Code" shall mean the Internal Revenue Code of 1986, as amended.

1.07 "Company" shall mean Silicon Laboratories Inc., a Delaware corporation, and, following any Change in Control, any Successor Entity.

1.08 "Date of Termination" shall mean the date, as the case may be, of the following events: (a) if Employee's employment is terminated by death, the date of death; (b) if Employee's employment is terminated due to a Permanent Disability, 30 days after the Notice of Termination is given (provided that Employee shall not have returned to the performance of his or her duties on a full-time basis during such period); (c) if Employee's employment is terminated for Cause, the date specified in the Notice of Termination; (d) if Employee's employment is terminated in a Change in Control Termination or Non-CIC Termination, the date specified in the Notice of Termination; and (e) if Employee's employment is terminated for any other reason, 15 days after delivery of the Notice of Termination unless otherwise agreed by Employee and the Company.

1.09 "Disability" shall mean that Employee is unable, by reason of injury, illness or other physical or mental impairment, to perform the essential functions of the position for which Employee is employed, even with a reasonable accommodation. Any question as to the existence of Employee's Disability as to which Employee and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to Employee and the Company. If Employee and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third physician who shall make such determination in writing. The determination of Disability made in writing to the Company and Employee shall be final and conclusive for all purposes of this Agreement.

1.10 "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

1.11 "Good Reason" shall mean the occurrence of any of the following, without Employee's express written consent and other than for Cause:

(a) a material diminution in any of Employee's authority, duties, or responsibilities, other than as a result of an accommodation due to any Employee being unable, by reason of injury, illness or other physical or mental impairment, to perform the essential functions of the position for which Employee is employed. If the Company temporarily replaces Employee, or transfers Employee's duties or responsibilities to another individual on account of Employee's inability to perform such duties due to a mental or physical incapacity which is, or is reasonably expected to become, a Disability, then such event shall not be deemed "Good Reason." For the avoidance of doubt, if Employee is serving as the Chief Executive Officer or Chief Financial Officer of the Company and such Employee ceases to serve in such position with the Company, such event shall constitute a material diminution in Employee's authority, duties and responsibilities;

(b) a reduction in Employee's (i) base salary by 10% or more or (ii) total target cash compensation (including base salary and Target Variable Compensation) by 10% or more (in each case, other than a general reduction that affects all similarly situated Company executives in substantially the same proportions that is not implemented in connection with a Change in Control);

(c) a material diminution in the budget (if any) over which Employee retains authority that is implemented in connection with a Change in Control; or

(d) a material change in the geographic location at which Employee must perform the services (including, without limitation, a change in Employee's assigned workplace that increases Employee's one-way commute by more than 35 miles). For sake of clarity, any change in Employee's workplace as a result of the initiation, termination or modification of the Company's work-from-home policies implemented in connection with the COVID-19 pandemic or as a result of other extenuating circumstances shall not constitute Good Reason.

No termination of employment with the Company by Employee shall be treated as being for Good Reason unless Employee gives written notice to the Administrator advising the Company of such resignation (along with the reason for such resignation) within 60 days after the time that the facts or circumstances constituting Good Reason initially arise and provides the Company a cure period of 30 days following such date and such resignation is effective prior to the 60th day following the end of such cure period.

Notwithstanding the foregoing, any sale by the Company of all or substantially all of the stock or assets of a Significant Business Unit shall not constitute Good Reason under clause (a) or (c) above unless responsibility for such Significant Business Unit was the primary duty of such Employee (e.g., as the General Manager or similar position for such Significant Business Unit) and clauses (a) or (c) are otherwise satisfied.

1.12 "Non-CIC Termination" shall mean a termination of employment of Employee (other than during the Protected Period) for which a Notice of Termination has been provided to the other party where such termination results from (a) termination by the Company other than for Employee's death, Employee's Permanent Disability or for Cause, or (b) Employee's resignation with Good Reason.

1.13 "Notice of Termination" shall mean a written notice that indicates the Date of Termination and the basis for termination, including in the case of resignation for Good Reason, the particular facts and circumstances asserted as giving rise to Good Reason.

1.14 "Permanent Disability" shall mean a Disability that has resulted in Employee having been absent from his or her duties with the Company on a full-time basis for a total of 6 months of any consecutive 8 month period.

1.15 "Protected Period" shall mean a period (a) commencing upon the earlier of (i) execution by the Company of a definitive agreement, the consummation of which would constitute a Change in Control (and such Change in Control contemplated by the definitive agreement does in fact occur) or (ii) 90 days prior to a Change in Control and (b) ending 18 months after such Change in Control.

1.16 "Significant Business Unit" shall mean a business unit with revenue of at least $100 million during the 12 months preceding the date of the sale of such business unit.

1.17 "Significant Business Unit Sale" shall mean the sale by the Company of all or substantially all of the stock or assets of a Significant Business Unit, responsibility for which was the primary duty of Employee (e.g., as the General Manager or similar position for such Significant Business Unit), or a similar transaction that the Board, in its sole discretion, determines to be a Significant Business Unit Sale.

1.18 "Separation from Service" means the date upon which Employee dies, retires, or otherwise has a termination of employment with the Company that constitutes a "separation from service" within the meaning of Treasury Regulation Section 1.409A-1(h)(1), without regard to the optional alternative definitions available thereunder. To the greatest extent permissible consistent with Section 409A, a Separation from Service shall include any termination of the employee-employer relationship between Employee and the Company for any reason, voluntary or involuntary, with or without Cause, including, without limitation, a termination by reason of resignation (whether for Good Reason or otherwise), discharge (with or without Cause), Permanent Disability, death or retirement.

1.19 "Target Variable Compensation" shall mean Employee's total annual bonus, commission or other short term cash incentive compensation determined on the basis of achievement of 100% of targeted performance.

1.20 "Willful" shall mean not in good faith and without reasonable belief that an act or omission was in the best interest of the Company.

2. **Term**. This Agreement shall be effective until October 31, 2024. Notwithstanding the foregoing, this Agreement shall not terminate (a) while the Company is party to a definitive agreement, the consummation of which would constitute a Change in Control or (b) during the 18 month period following a Change in Control. Notwithstanding the foregoing, this Agreement shall terminate earlier if (a) the Agreement is mutually terminated by the parties or (b) Employee's employment is terminated in a manner that does not constitute a Change in Control Termination or Non-CIC Termination.

3. **Compensation and Benefits Upon Change in Control Termination**.

3.01 **Severance Benefits**. If there is a Change in Control Termination, then, subject to Section 3.02 and provided that Employee executes and does not revoke the release of claims and separation agreement attached hereto as Exhibit A (the "Release") and provided such Release becomes effective (without having been revoked) by the 60th day following Employee's Separation from Service or such earlier date required by the release (such effectiveness deadline, the "Release Deadline"), Employee shall receive the following payments and benefits, which are in addition to any amounts owed to Employee as earned but unpaid wages through the Date of Termination and accrued but unused vacation, if any, through the Date of Termination. Notwithstanding any provision of this Agreement to the contrary, no payment or benefit shall be provided to Employee pursuant to this Section 3.01 unless a Change in Control is consummated within the Protected Period. No severance benefits will be paid or provided until the Release becomes effective. If the Release does not become effective and irrevocable by the Release Deadline, Employee will forfeit any rights to severance or benefits under this Agreement.

(a) An amount equal to 100% of Employee's annual base salary. For purposes of this clause, annual base salary shall be defined as the greater of (x) Employee's annual base salary rate at the time of the Change in Control or (y) Employee's annual base salary rate at the time of the Change in Control Termination. Such amount shall be paid in a single lump sum cash payment on the later of (i) the date of the next regularly scheduled payroll following the 60th day following Employee's Separation from Service or (ii) the date of the Change in Control.

(b) An amount equal to the greatest of (x) 100% of Employee's full Target Variable Compensation for the last full fiscal year of the Company preceding the Change in Control, (y) 100% of Employee's full Target Variable Compensation for the last full fiscal year of the Company preceding the Change in Control Termination or (z) 100% of Employee's full Target Variable Compensation for the full fiscal year of the Company in which the Change in Control Termination occurs. Such amount shall be paid in a single lump sum cash payment on the later of (i) the date of the next regularly scheduled payroll following the 60th day following Employee's Separation from Service or (ii) the date of the Change in Control.

(c) An amount equal to (i) any actual earned bonus, commission or other short term cash incentive compensation for the fiscal year preceding the Change in Control Termination to the extent such amount has not already been paid to Employee plus (ii) a pro-rated portion of Employee's full Target Variable Compensation for the full fiscal year of the Company in which the Change in Control Termination occurs, with such pro-rated portion determined by the portion of the fiscal year elapsed prior to Employee's Date of Termination. Such amount shall be paid in a single lump sum cash payment on the later of (i) the date of the next regularly scheduled payroll following the 60th day following Employee's Separation from Service or (ii) the date of the Change in Control.

(d) Any stock options granted to Employee by the Company that are outstanding immediately prior to, but have not vested as of, the date of the Change in Control Termination shall become 100% vested and exercisable as of the later of the Date of Termination or the date of the Change in Control (but immediately prior to the consummation thereof). Any such stock option may be exercised by Employee until the earlier of (i) one year following the Date of Termination, or (ii) the original expiration date of the award (subject to any right that the Company may have to terminate such awards in connection with the Change in Control).

(e) Any restricted stock or restricted stock units granted to Employee by the Company that are outstanding immediately prior to, but have not vested as of, the date of the Change in Control Termination shall become 100% vested as of the later of the Date of Termination or the date of the Change in Control (but immediately prior to the consummation thereof).

(f) Any market stock unit awards granted to Employee by the Company that are outstanding immediately prior to, but have not fully vested as of, the date of the Change in Control Termination shall become vested as follows: the greater of (i) 100% of the Target Units (as defined in the market stock unit award agreement) less any previously vested units and (ii) the actual Earned Units (as defined in the market stock unit award agreement) less any previously vested units, shall be deemed Vested Units (as defined in the market stock unit award agreement) as of the later of the Date of Termination or the date of the Change in Control (but immediately prior to the consummation thereof).

(g) Any performance stock unit awards granted to Employee by the Company that are outstanding immediately prior to, but have not fully vested as of, the date of the Change in Control Termination shall become vested as follows: the greater of (i) 100% of the Target Units (as defined in the performance stock unit award agreement) less any previously vested units and (ii) the actual Earned Units (as defined in the performance stock unit award agreement) less any previously vested units shall be deemed Vested Units (as defined in the performance stock unit award agreement) as of the later of the Date of Termination or the date of the Change in Control (but immediately prior to the consummation thereof).

(h) The Company shall pay Employee a fully taxable lump sum amount that, after deduction of federal, state and local income and employment taxes determined at the highest marginal rates applicable to Employee, will result in Employee retaining an amount equal to 12 months of the premiums that would be charged, as of the Date of Termination, for group health continuation coverage for Employee and Employee's covered dependents pursuant to Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended and any state law equivalent ("COBRA"). Employee may, but is not obligated to, use such payment toward the cost of COBRA premiums. Such amount shall be paid in a single lump sum cash payment on the later of (i) the date of the next regularly scheduled payroll following the 60th day following Employee's Separation from Service or (ii) the date of the Change in Control. Employee acknowledges and agrees that such payment is intended to constitute a COBRA subsidy for purposes of the American Rescue Plan Act of 2021, to the extent applicable.

In the case of a Change in Control as defined in item (e) of Section 1.4, in lieu of providing the equity-related benefits set forth under items (d), (e), (f) and/or (g) above, the Company may instead cause the acquiror of the Significant Business Unit to provide cash or other equity awards of substantially equivalent value, as determined in the sole discretion of the Administrator and consistent with Section 409A of the Code or an exemption therefrom.

3.02 Federal Excise Tax Under Section 4999 of the Code.

(a) **Excess Parachute Payments.** Notwithstanding any provision of this Agreement to the contrary, if any payment or benefit Employee would receive pursuant to this Agreement or otherwise (collectively, the "Payments") would constitute a "parachute payment" within the meaning of Section 280G of the Code, and, but for this Section 3.02(a), would be subject to the excise tax imposed by Section 4999 of the Code or any similar or successor provision (the "Excise Tax"), then the aggregate amount of the Payments will be either (i) the largest portion of the Payments that would result in no portion of the Payments (after reduction) being subject to the Excise Tax or (ii) the entire Payments, whichever amount after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes), results in Employee's receipt, on an after-tax basis, of the greatest amount of the Payments. Any reduction in the Payments required by this Section will be made in the following order: (i) reduction of cash payments; (ii) reduction of accelerated vesting of equity awards other than stock options; (iii) reduction of accelerated vesting of stock options; and (iv) reduction of other benefits paid or provided to Employee. In the event that acceleration of vesting of equity awards is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant of Employee's equity awards. If two or more equity awards are granted on the same date, the accelerated vesting of each award will be reduced on a pro-rata basis.

(b) **Determination by Tax Firm.** The professional firm engaged by the Company for general tax purposes as of the day prior to the date of the event that might reasonably be anticipated to result in Payments that would otherwise be subject to the Excise Tax will perform the foregoing calculations. If the tax firm so engaged by the Company is serving as accountant or auditor for the acquiring company, the Company will appoint a nationally recognized tax firm to make the determinations required by this Section. The Company will bear all expenses with respect to the determinations by such firm required to be made by this Section. The Company and Employee shall furnish such tax firm such information and documents as the tax firm may reasonably request in order to make its required determination. The tax firm will provide its calculations, together with detailed supporting documentation, to the Company and Employee as soon as practicable following its engagement. Any good faith determinations of the tax firm made hereunder will be final, binding and conclusive upon the Company and Employee.

4. Compensation and Benefits Upon Non-CIC Termination.

4.01 Severance Benefits. If there is a Non-CIC Termination, then, provided that Employee executes and does not revoke the Release and provided such Release becomes effective (without having been revoked) by the 60th day following Employee's Separation from Service or such earlier date required by the release (such effectiveness deadline, the "Non-CIC Release Deadline"), Employee shall receive the following payments and benefits, which are in addition to any amounts owed to Employee as earned but unpaid wages through the Date of Termination and accrued but unused vacation, if any, through the Date of Termination. No severance benefits will be paid or provided until the Release becomes effective. If the Release does not become effective and irrevocable by the Non-CIC Release Deadline, Employee will forfeit any rights to severance or benefits under this Agreement.

(a) An amount equal to 100% of Employee's then current annual base salary. Such amount shall be paid in a single lump sum cash payment on the date of the next regularly scheduled payroll following the 60th day following Employee's Separation from Service.

(b) An amount equal to 100% of Employee's full Target Variable Compensation for the full fiscal year of the Company in which the Non-CIC Termination occurs. Such amount shall be paid in a single lump sum cash payment on the date of the next regularly scheduled payroll following the 60th day following Employee's Separation from Service.

(c) Any actual earned bonus, commission or other short term cash incentive compensation for the fiscal year preceding the Non-CIC Termination to the extent such amount has not already been paid to Employee. Such amount shall be paid in a single lump sum cash payment on the date of the next regularly scheduled payroll following the 60th day following Employee's Separation from Service.

(d) An amount equal to a pro-rated portion of Employee's full total annual bonus, commission or other short term cash incentive compensation for the full fiscal year of the Company in which such Non-CIC Termination occurs (based upon the Company's actual attainment of the applicable performance objective(s), as determined by the Administrator or its designee in its sole discretion following the end of the full fiscal year), with such pro-rated portion determined by the portion of the fiscal year elapsed prior to Employee's Date of Termination. Such amount shall be payable in a single lump sum cash payment on the date on which Employee would have received the incentive compensation but for Employee's Separation from Service (but in any event no later than the date of the next regularly scheduled payroll following the 60th day following the end of the Company's fiscal year in which Employee's Separation from Service occurs).

(e) Any restricted stock units granted to Employee by the Company that are outstanding immediately prior to, but have not vested as of, the date of the Non-CIC Termination that would have vested through normal time-based vesting within 12 months thereafter shall become 100% vested as of the Date of Termination. For avoidance of doubt, any and all other restricted stock units that remain outstanding and have not vested as of the Date of Termination shall be cancelled and forfeited for no additional consideration.

(f) The Company will pay Employee a fully taxable lump sum amount that, after deduction of federal, state and local income and employment taxes determined at the highest marginal rates applicable to Employee, will result in Employee retaining an amount equal to 12 months of the premiums that would be charged, as of the Date of Termination, for group health continuation coverage for Employee and Employee's covered dependents pursuant to COBRA. Employee may, but is not obligated to, use such payment toward the cost of COBRA premiums. Such amount shall be paid in a single lump sum cash payment on the date of the next regularly scheduled payroll following the 60th day following Employee's Separation from Service. Employee acknowledges and agrees that such payment is intended to constitute a COBRA subsidy for purposes of the American Rescue Plan Act of 2021, to the extent applicable.

For the avoidance of doubt, no performance stock units, market stock units or stock options shall vest on an accelerated basis or otherwise in connection with, or following, a Non-CIC Termination. In no event shall Employee be entitled to compensation and benefits under both Section 3.01 and Section 4.01.

5. **No Mitigation**. Employee shall not be required to mitigate the amount of any payments provided for by this Agreement by seeking employment or otherwise, nor shall the amount of any cash payments or benefits provided under this Agreement be reduced by any compensation or benefits earned by Employee after his or her Date of Termination.

6. **Limitation on Rights**.

6.01 **No Employment Contract**. This Agreement shall not be deemed to create a contract of employment between the Company and Employee and shall not create any right in Employee to continue in the Company's employment for any specific period of time. This Agreement shall not restrict the right of the Company to terminate the employment of Employee for any reason, or no reason at all, or restrict the right of Employee to terminate his or her employment.

6.02 **No Other Exclusions**. This Agreement shall not be construed to exclude Employee from participation in any other compensation or benefit programs in which he or she is specifically eligible to participate either prior to or following the Effective Date of this Agreement, or any such programs that generally are available to other Employee personnel of the Company.

7. **Tax Matters.**

7.01 **Tax Withholding.** All payments made and benefits provided pursuant to this Agreement will be subject to withholding of applicable taxes.

7.02 **Section 409A.**

(a) It is intended that any amounts payable under this Agreement shall either be exempt from or comply with Section 409A of the Code (including the Treasury regulations and other published guidance relating thereto, "Section 409A") so as not to subject Employee to payment of any additional tax, penalty or interest imposed under Section 409A. The provisions of this Agreement shall be construed and interpreted to avoid the imputation of any such additional tax, penalty or interest under Section 409A, yet preserve (to the nearest extent reasonably possible) the intended benefit payable to Employee. However, the Company does not guarantee any particular tax effect for income provided to Employee pursuant to this Agreement. In any event, except for the Company's responsibility to withhold applicable income and employment taxes from compensation paid or provided to Employee, the Company shall not be responsible for the payment of any taxes, penalties, interest, costs, fees, including attorneys' fees or accountants' fees, or other liability incurred by Employee in connection with compensation paid or provided to Employee pursuant to this Agreement. Notwithstanding anything else contained herein to the contrary, nothing in this Agreement is intended to constitute, nor does it constitute, tax advice, and in all cases, Employee should obtain and rely solely on the tax advice provided by Employee's own independent tax advisors (and not the Company, any of the Company's affiliates, or any officer, employee or agent of the Company or any of its affiliates).

(b) Notwithstanding anything to the contrary in this Agreement, no severance benefits to be paid or provided to Employee, if any, pursuant to this Agreement that, when considered together with any other severance benefits, are considered nonqualified deferred compensation under Section 409A (together, the "Deferred Payments") will be paid or otherwise provided until Employee has a Separation from Service. Similarly, no severance payable to Employee, if any, pursuant to this Agreement that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until Employee has a Separation from Service.

(c) Any severance benefits under this Agreement that would be considered Deferred Payments will be paid on, or, in the case of installments, will not commence until, the date of the next regularly scheduled payroll following the 60th day following Employee's Separation from Service. Any installment payments that would have been made to Employee during the period between Employee's Separation from Service and the date of the next regularly scheduled payroll following the 60th day following Employee's Separation from Service, but for the preceding sentence, will be paid to Employee on the date of the next regularly scheduled payroll following the 60th day following Employee's Separation from Service and the remaining payments shall be made as provided in this Agreement. Any right of Employee to receive installment payments hereunder shall, for all purposes of Section 409A, be treated as a right to a series of separate payments.

(d) Notwithstanding any provision of this Agreement to the contrary, if Employee is a "specified employee" within the meaning of Treasury Regulation Section 1.409A-l(i) as of the date of Employee's Separation from Service, Employee shall not be entitled to any payment or benefit that constitutes nonqualified deferred compensation under Section 409A until the earlier of (1) the date which is 6 months and 1 day after Employee's Separation from Service for any reason other than death, or (2) the date of Employee's death. Any amounts otherwise payable to Employee upon or in the 6 month period following Employee's Separation from Service that are not so paid by reason of this paragraph shall be paid (without interest) on the first business day after the date that is 6 months after Employee's Separation from Service (or, if earlier, as soon as practicable, and in all events within 10 business days, after the date of Employee's death). The payment timing provisions of this paragraph shall only apply if, and to the extent, required to avoid the imputation of any tax, penalty or interest pursuant to Section 409A.

8. Miscellaneous.

8.01 Resignation from Company Positions. Unless the Board specifically authorizes the Employee to continue in any such capacity, upon Employee's Separation of Service, Employee hereby resigns from any and all directorships, offices, and other positions that Employee holds with the Company and any of the Company's direct or indirect subsidiaries. Employee shall execute any further documents requested by the Company with respect to the foregoing.

8.02 Administration. The Administrator shall have the exclusive right, power and authority, in its sole and absolute discretion, to administer and interpret this Agreement and the benefits provided for herein, including the power to resolve and clarify inconsistencies, ambiguities and omissions in the Agreement and between the Agreement and other documents. The decision of the Administrator on any disputes arising under the Agreement, including (but not limited to) questions of construction, interpretation and administration shall be final, conclusive and binding on all persons having an interest in or under the Agreement. Any determination made by the Administrator shall be given deference in the event the determination is subject to review pursuant to Section 8.11 hereof and shall be overturned by an arbitrator only if it is arbitrary and capricious.

8.03 **Assignment and Binding Effect**.

(a) No right or interest to or in this Agreement, or any payment or benefit to Employee under this Agreement shall be assignable by Employee except by will or the laws of descent and distribution. No right, benefit or interest of Employee hereunder shall be subject to anticipation, alienation, sale, assignment, encumbrance, charge, pledge, hypothecation or set off in respect of any claim, debt or obligation, or to execution, attachment, levy or similar process or assignment by operation of law. Any attempt, voluntarily or involuntarily, to effect any action specified in the immediately preceding sentences shall, to the full extent permitted by law, be null, void and of no effect; provided, however, that this provision shall not preclude Employee from designating one or more beneficiaries to receive any amount that may be payable to Employee under this Agreement after his or her death and shall not preclude the legal representatives of Employee's estate from assigning any right hereunder to the person or persons entitled thereto under his or her will, or, in the case of intestacy, to the person or persons entitled thereto under the laws of intestacy applicable to his or her estate. However, this Agreement shall be assignable by the Company to, binding upon and inure to the benefit of any successor of the Company, and any successor shall be deemed substituted for the Company upon the terms and subject to the conditions hereof.

(b) The Company will require any successor (whether by purchase of assets, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform all of the obligations of the Company under this Agreement (including the obligation to cause any subsequent successor to also assume the obligations of this Agreement) unless such assumption occurs by operation of law. In connection with sale of a Significant Business Unit responsibility for which was the primary duty of Employee, the Company may assign its obligations hereunder to the purchaser of such Significant Business Unit.

8.04 **No Waiver**. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed or construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement. Without limiting the generality of the foregoing, the failure by Employee to exercise his or her right to terminate his or her employment for Good Reason shall not operate as a waiver by Employee of his or her right to terminate for Good Reason based upon any subsequent act or omission of the Company that constitutes Good Reason.

8.05 **Rules of Construction**.

(a) This Agreement has been executed in, and shall be governed by and construed in accordance with the laws of the State of Texas without regard to the principles of conflict of laws.

(b) Captions contained in this Agreement are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation with respect to this Agreement.

(c) If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto will not be materially or adversely affected thereby, (i) such provision will be fully severable, (ii) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (iv) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

8.06 **Notices**. Any notice required or permitted by this Agreement shall be in writing, delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized courier service (regularly providing proof of delivery) or by facsimile or telecopy, addressed to the Board and the Company and, if other than the Board, the Administrator, at the Company's then principal office, or to Employee at the address set forth in the records of the Company, as the case may be, or to such other address or addresses the Company or Employee may from time to time specify in writing. Notices shall be deemed given: (i) when delivered if delivered personally (including by courier); (ii) on the third day after mailing, if mailed, postage prepaid, by registered or certified mail (return receipt requested); (iii) on the day after mailing if sent by a nationally recognized overnight delivery service which maintains records of the time, place, and recipient of delivery; and (iv) upon receipt of a confirmed transmission, if sent by telecopy or facsimile transmission.

8.07 **Modification**. This Agreement may be modified only by an instrument in writing signed by Employee and an authorized representative of the Company.

8.08 **Entire Agreement**. This Agreement constitutes the entire agreement between the Company and Employee concerning the subject matter hereof, and supersedes all other agreements, whether written or oral, with respect to such subject matter (including, but not limited to, (a) any Change in Control Agreement previously entered into by the Company and Employee and (b) any conflicting provision in any past or future equity award agreements, unless such future equity award agreements specifically reference this Agreement and specify that such equity award agreement is intended to supersede some portion of this Agreement). This is an integrated agreement. For the avoidance of doubt, this Agreement does not supersede any confidentiality, non-solicitation, non-competition or similar agreements, and Employee acknowledges that his or her entitlement to the severance benefits set forth herein is expressly conditioned upon Employee's strict compliance with any and all duties and obligations set forth in such agreements. The dollar value of the benefits provided under this Agreement shall reduce any payments to which Employee would otherwise be entitled under the proprietary information and inventions agreement between Employee and the Company (including any payment thereunder with respect to the non-competition provision). To avoid potential duplication of benefits, the dollar value of benefits under this Agreement shall be reduced (but not below zero) by any severance benefits paid by the Company to Employee under any other severance agreement.

8.09 **Counterparts**. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. Copies of such signed counterparts may be used in lieu of the originals for any purpose.

8.10 **Good Faith Determinations**. No member of the Board shall be liable, with respect to this Agreement, for any act, whether of commission or omission, taken by any other member of the Board or by any officer, agent, or employee of the Company, nor, excepting circumstances involving his or her own bad faith, for anything done or omitted to be done by himself or herself. The Company shall indemnify and hold harmless each member of the Board from and against any liability or expense hereunder, except in the case of such member's own bad faith.

8.11 **Arbitration**. Any controversy arising out of or relating to this Agreement (including Exhibit A hereto), its enforcement, arbitrability or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, or any other controversy arising out of or relating in any way to the subject matter contained herein, shall be submitted to final and binding arbitration. Any arbitration hereunder shall be in Travis County, Texas before a sole arbitrator selected from Judicial Arbitration and Mediation Services, Inc., or its successor ("JAMS"), or if JAMS is no longer able to supply the arbitrator, such arbitrator shall be selected from the American Arbitration Association. Final resolution of any dispute through arbitration may include any remedy or relief which the Arbitrator deems just and equitable, including any and all remedies provided by applicable state or federal statutes. At the conclusion of the arbitration, the Arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the Arbitrator's award or decision is based. Any award or relief granted by the Arbitrator hereunder shall be final and binding on the parties hereto and may be enforced by any court of competent jurisdiction. **The parties acknowledge and agree that they are hereby waiving any rights to trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other in connection with any matter whatsoever arising out of or in any way connected with this Agreement or the subject matter contained herein.** The parties further agree that in any proceeding to enforce the terms of this Agreement, the non-prevailing party shall pay (1) the prevailing party's reasonable attorneys' fees and costs incurred in connection with resolution of the dispute in addition to any other relief granted, and (2) all costs of the arbitration, including, but not limited to, the arbitrator's fees, court reporter fees, and any and all other administrative costs of the arbitration, and that the non-prevailing party promptly shall reimburse the prevailing party for any portion of such costs previously paid by the prevailing party. The arbitrator shall resolve any dispute as to the reasonableness of any fee or cost.

SILICON LABORATORIES INC.	**EMPLOYEE**
By: _____	_____
Name:	Name:
Title:	
Date:	Date:

EXHIBIT A

RELEASE OF CLAIMS AND SEPARATION AGREEMENT

This Release of Claims and Separation Agreement (the "Agreement") is made by and between Silicon Laboratories Inc., a Delaware corporation (the "Company") and _____ ("Employee"). Employee and the Company may be referred to herein as the "Parties."

WHEREAS, if there is a Change in Control Termination or Non-CIC Termination, and subject to the terms and conditions of the Severance Agreement, including the requirement to execute and not revoke this Agreement, Employee shall receive the applicable severance benefits set forth in Employee's Executive Severance Agreement, dated _____, 20_ (the "Severance Agreement").

NOW, THEREFORE, in consideration of the mutual promises and benefits set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Separation Payments**. In consideration for Employee signing and not revoking this Agreement and complying with Employee's obligations under the Severance Agreement and obligations hereunder, the Company will provide the severance benefits to Employee as provided in the Severance Agreement. Employee hereby acknowledges the sufficiency of the severance benefits and that Employee is not otherwise entitled to the severance benefits. Employee further acknowledges that upon receipt of the payments recited herein, Employee shall not be entitled to any further payment, compensation, benefits, bonus, equity award, or remuneration of any kind from the Company, with respect to Employee's employment with the Company.

2. **Employee's General Release**. In exchange for the consideration provided to Employee under this Agreement, and except as otherwise set forth in this Agreement, Employee hereby generally and completely releases, acquits and forever discharges the Company, its parent, subsidiaries, other corporate affiliates, predecessors, successors and assigns ("Released Parties") from any and all claims, liabilities and obligations, both known and unknown, arising out of or in any way related to Employee's employment with the Company or the termination of that employment. Excluded from Employee's General Release are the following: (i) any claims that may arise from events that occur after the date this Agreement is executed; (ii) any rights or claims for indemnification Employee may have pursuant to any written indemnification agreement with the Company to which Employee is a party, the charter, bylaws, or operating agreements of the Company, or under applicable law; (iii) any rights that, as a matter of law, whether by statute or otherwise, may not be waived, such as claims for workers' compensation benefits or unemployment insurance benefits; and (iv) any claims for breach of this Agreement. In addition, nothing in this Agreement prevents Employee from filing, cooperating with, or participating in any proceeding before the Equal Employment Opportunity Commission ("EEOC") or its state equivalent, the United States Department of Labor ("DOL") or its state equivalent, or any other government agency or entity, or from exercising any rights pursuant to Section 7 of the National Labor Relations Act ("NLRA"), or from taking any action protected under the whistleblower provisions of federal law or regulation, none of which activities shall constitute a breach of the release herein or a breach of any non-disparagement, confidentiality or any other clauses in the Severance Agreement. Employee acknowledges and agrees, however, that Employee is waiving, to the fullest extent permitted by law, Employee's right to any monetary recovery should any governmental agency or entity pursue any claims on Employee's behalf.

Employee represents that Employee has not filed any charges, complaints, or other proceedings against the Company or any of the other Released Parties that are presently pending with any federal, state, or local court or administrative or governmental agency. Notwithstanding any release of liability, nothing in this Agreement prevents Employee from filing any non-legally waivable claim (including a challenge to the validity of this Agreement) with the EEOC, National Labor Relations Board ("NLRB"), or comparable state or local agency or participating in any investigation or proceeding conducted by the EEOC, NLRB, or comparable state or local agency; however, Employee understands and agrees that Employee is waiving any and all rights to recover any monetary or personal relief or recovery as a result of such EEOC, NLRB, or comparable state or local agency proceeding or subsequent legal actions. In addition, nothing in this Agreement prohibits Employee from reporting possible violations of federal law or regulation to any government agency or entity, making other disclosures that are protected under whistleblower provisions of law, or receiving an award or monetary recovery pursuant to the Securities and Exchange Commission's whistleblower program. Employee does not need prior authorization to make such reports or disclosures and is not required to notify the Company that Employee has made any such report or disclosure.

3. **Employee's ADEA Waiver**. Employee hereby acknowledges that Employee is knowingly and voluntarily waiving and releasing any rights Employee may have under the Age Discrimination in Employment Act, as amended (the "ADEA"), including the Older Workers Benefit Protection Act ("the "OWBPA"), and that the consideration given to Employee for the waiver and release in this Agreement is in addition to anything of value to which Employee was already entitled. Employee further acknowledges that Employee has been advised by this writing, as required by the ADEA, that: (a) Employee's waiver and release do not apply to any rights or claims that may arise after the date Employee signs this Agreement; (b) Employee should consult with an attorney prior to signing this Agreement (although Employee may voluntarily decide not to do so); (c) Employee has 21 days to consider this Agreement (although Employee may choose voluntarily to sign this Agreement sooner); (d) Employee has 7 days following the date Employee signs this Agreement to revoke this Agreement (in a written revocation sent to and received the Company's Chief Executive Officer); and (e) this Agreement will not be effective until the date upon which the revocation period has expired unexercised, which will be the eighth day after Employee signs this Agreement provided that Employee does not revoke it before such date (the "Effective Date").

Employee understands that nothing in this Agreement is intended to interfere with or deter Employee's right to (i) challenge the waiver of an ADEA or state-law age discrimination claim, (ii) file an ADEA or state-law age discrimination claim, or (iii) participate in any Equal Employment Opportunity Commission ("***EEOC***") or state-agency investigation or proceeding regarding any such claim. Further, Employee understands that nothing in this Agreement would require Employee to tender back the money received under this Agreement if Employee seeks to challenge the validity of the ADEA Release, and Employee does not ratify any ADEA or state-law age discrimination waiver that fails to comply with the Older Workers' Benefit Protection Act by retaining the money received under the Agreement. Further, nothing in this Agreement is intended to require the payment of damages, attorneys' fees, or costs to the Company should Employee challenge the ADEA Release or file an ADEA or state law age discrimination suit except as authorized by federal or state law.

4. **No Admissions**. By entering into this Agreement, the Parties make no admission that they have engaged, or are now engaging, in any unlawful conduct. The Parties understand and acknowledge that this Agreement is not an admission of liability and shall not be used or construed as such in any legal or administrative proceeding.

5. **Entire Agreement; No Oral Modification; Counterparts; PDF**. This Agreement and the Severance Agreement (including any exhibits and documents incorporated by reference) is intended to be the entire agreement between the parties and supersedes and cancels any and all other and prior agreements, written or oral, between the parties regarding this subject matter, except and as limited to any confidentiality, non-solicitation or non-competition, non-disparagement, proprietary rights or any other agreement which may exist and which survives the termination of Employee's employment. It is agreed that there are no collateral agreements or representations, written or oral, regarding the terms and conditions of Employee's separation of employment with the Company and settlement of all claims between the parties other than those set forth in this Agreement and the Severance Agreement. This Agreement may be amended only by a written instrument executed by all parties hereto. This Agreement may be executed in two or more counterparts, which when taken together, shall constitute an original agreement. Executed originals transmitted by electronically as PDF files (or their equivalent) shall have the same force and effect as a signed original.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN. THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

SILICON LABORATORIES INC.

Dated: _____

By: _____
Name:
Title:

EMPLOYEE

Dated: _____

Signature: _____

Name: _____

SILICON LABORATORIES INC.
2009 STOCK INCENTIVE PLAN

PERFORMANCE STOCK UNITS GRANT NOTICE AND
GLOBAL PSU AWARD AGREEMENT

Silicon Laboratories Inc., a Delaware corporation (the "***Company***"), pursuant to its 2009 Stock Incentive Plan, as amended and restated (the "***Plan***"), hereby grants to the holder listed below (the "***Participant***"), an award (the "***Award***") of Performance Stock Units (the "***Units***"), each of which is a bookkeeping entry representing the equivalent in value of one (1) Share, on the terms and conditions set forth herein and in the Global PSU Award Agreement attached hereto (the "***Award Agreement***"), including any country-specific terms and conditions set forth in an addendum to such agreement (the "***Addendum***") the Plan, which are incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Grant Notice and the Award Agreement.

Participant:	_____
Grant Date:	_____
Target Number of Units:	_____
Maximum Number of Units:	200% of the Target Number of Units, subject to adjustment as provided by the Award Agreement.
Base Year:	The four completed fiscal quarters of the Company ending January 2, 2021.
Performance Period:	The twelve fiscal quarters of the Company ending [December 30, 2023], subject to Section 9.1 of the Award Agreement.
Performance Goal:	Subject to Section 9.1 of the Award Agreement, Units will be earned based upon the level of achievement of a Performance Goal measured by the following three Performance Criteria defined in Appendix A: · 3-Year Revenue CAGR (weighted 50%) · Year 2 Non-GAAP Operating Income Margin (weighted 25%) · Year 3 Non-GAAP Operating Income Margin (weighted 25%)
Earned Units:	Subject to Section 9.1 of the Award Agreement, the number of Earned Units (rounded to the nearest whole Unit), if any (not to exceed the Maximum Number of Units) for the Performance Period, is determined following completion of the Performance Period and shall equal the product of (a) the Target Number of Units and (b) the sum (the "***Combined Performance Multiplier***") of (i) the 3-Year Revenue CAGR Weighted Multiplier and (ii) the Year 2 Non-GAAP Operating Income Margin Weighted Multiplier and (iii) the Year 3 Non-GAAP Operating Income Margin Weighted Multiplier, all as defined in Appendix A.

Vesting Date:	[May 15, 2024].
Vested Units:	Provided that the Participant's Service (as defined in Section 5.1 of the Award Agreement) has not terminated prior to the Vesting Date (except as otherwise provided by the Award Agreement), the Earned Units, if any, shall become Vested Units on the Vesting Date.
Settlement Date:	For each Vested Unit, except as otherwise provided by the Award Agreement, a date occurring no later than ten (10) days following the Vesting Date.

By his or her signature below or by electronic acceptance or authentication in a form authorized by the Company, the Participant agrees to be bound by the terms and conditions of the Plan, the Award Agreement, including the Addendum, and this Grant Notice. The Participant has reviewed the Award Agreement, the Addendum, the Plan and this Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of this Grant Notice, the Award Agreement, the Addendum and the Plan. The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or relating to the Units.

SILICON LABORATORIES INC.		**PARTICIPANT**	
By:	_____	By:	_____
Print Name:	_____	Print Name:	_____
Title:	_____		
Address:	_____	Address:	_____
	_____		_____
	_____		_____

APPENDIX A

PERFORMANCE GOALS UNDER GLOBAL PSU AWARD AGREEMENT

1. "**3-Year Revenue CAGR**" means the compound annual growth rate of Revenue over the Performance Period determined as follows:

$$CAGR = \left(\frac{EV}{BV}\right)^{\left(\frac{1}{n}\right)} - 1$$

where:

"EV" or ending value is equal to Revenue for the four fiscal quarters of the Company ending with the completion of the Performance Period; and

"BV" or beginning value is equal to Revenue for the four fiscal quarters of the Company contained in the Base Year; and

"n" is equal to the number of years contained in the Performance Period.

2. "**Revenue**" means the total revenue recognized in the Company's consolidated financial statements in accordance with United States generally accepted accounting principles ("GAAP") for the applicable period excluding revenue from the Company's infrastructure and automotive business; provided, however, that the Committee may, in its discretion, make such adjustments (whether positive or negative) to Revenue as determined for purposes of this Award Agreement as it determines appropriate, including, without limitation, (i) to exclude the effects of restructuring and/or other nonrecurring events; (ii) to exclude exchange rate effects, as applicable, for non-U.S. dollar denominated revenue; (iii) to exclude the effects of changes to generally accepted accounting principles; (iv) to exclude the effects of any statutory adjustments; (v) to exclude the effects of items that are "unusual" in nature or occur "infrequently" as determined under generally accepted accounting principles; (vi) to exclude the effects of acquisitions or joint ventures or divestitures; and (vii) to make other appropriate adjustments selected by the Committee. Subject to the foregoing discretion of the Committee, Revenue for the four fiscal quarters of the Company contained in the Base Year shall be $510.9 million.

3. "**Year 2 Non-GAAP Operating Income Margin**" means the Non-GAAP Operating Income Margin of the Company for the fifth (5^{th}) through the eighth (8^{th}) fiscal quarters of the Company contained in the Performance Period.

4. "**Year 3 Non-GAAP Operating Income Margin**" means the Non-GAAP Operating Income Margin of the Company for the ninth (9^{th}) through the twelfth (12^{th}) fiscal quarters of the Company contained in the Performance Period.

5. "**Non-GAAP Operating Income Margin**" means for the relevant interval of the Performance Period, a percentage determined by the ratio of Non-GAAP Operating Income to Revenue.

6. "**Non-GAAP Operating Income**" means non-GAAP operating income as publicly-announced by the Company for the applicable Performance Period; provided, however, that the Committee may, in its discretion, make such adjustments (whether positive or negative) to operating income as determined for purposes of this Award Agreement as it determines appropriate, including, without limitation, (i) to exclude the effects of restructuring and/or other nonrecurring events; (ii) to exclude exchange rate effects, as applicable, for non-U.S. dollar denominated revenue; (iii) to exclude the effects of changes to generally accepted accounting principles; (iv) to exclude the effects of any statutory adjustments; (v) to exclude the effects of items that are "unusual" in nature or occur "infrequently" as determined under generally accepted accounting principles; (vi) to exclude the effects of acquisitions or joint ventures or divestitures; and (vii) to make other appropriate adjustments selected by the Committee.

7. "**3-Year Revenue CAGR Weighted Multiplier**" means the Weighted Multiplier determined for the level of 3-Year Revenue CAGR achieved as follows:

3-Year Revenue CAGR	Unweighted Multiplier	Weighted Multiplier (50%)
Less than or equal to 10%	0%	0%
11%	10%	5.0%
12%	20%	10.0%
13%	30%	15.0%
14%	40%	20.0%
15%	50%	25.0%
16%	60%	30.0%
17%	70%	35.0%
18%	80%	40.0%
19%	90%	45.0%
20%	100%	50.0%
21%	110%	55.0%
22%	120%	60.0%
23%	130%	65.0%
24%	140%	70.0%
25%	150%	75.0%
26%	160%	80.0%
27%	170%	85.0%
28%	180%	90.0%
29%	190%	95.0%
Equal to or greater than 30%	200%	100%

8. "**Year 2 Non-GAAP Operating Income Margin Weighted Multiplier**" means Weighted Multiplier determined for the level of Year 2 Non-GAAP Operating Income Margin achieved as follows:

Year 2 Non-GAAP Operating Income Margin	Unweighted Multiplier	Weighted Multiplier (25%)
Less than or equal to 7.150%	0%	0%
7.275%	10%	2.5%
7.400%	20%	5.0%
7.525%	30%	7.5%
7.650%	40%	10.0%
7.775%	50%	12.5%
7.900%	60%	15.0%
8.025%	70%	17.5%
8.150%	80%	20.0%
8.275%	90%	22.5%
8.400%	100%	25.0%
8.525%	110%	27.5%
8.650%	120%	30.0%
8.775%	130%	32.5%
8.900%	140%	35.0%
9.025%	150%	37.5%
9.150%	160%	40.0%
9.275%	170%	42.5%
9.400%	180%	45.0%
9.525%	190%	47.5%
Equal to or greater than 9.65 %	200%	50.0%

9. "**Year 3 Non-GAAP Operating Income Margin Weighted Multiplier**" means Weighted Multiplier determined for the level of Year 3 Non-GAAP Operating Income Margin achieved as follows:

Year 3 Non-GAAP Operating Income Margin	Unweighted Multiplier	Weighted Multiplier (25%)
Less than or equal to 10.1%	0%	0%
10.270%	10%	2.5%
10.440%	20%	5.0%
10.610%	30%	7.5%
10.780%	40%	10.0%
10.950%	50%	12.5%
11.120%	60%	15.0%
11.290%	70%	17.5%
11.460%	80%	20.0%
11.630%	90%	22.5%
11.800%	100%	25.0%
11.970%	110%	27.5%
12.140%	120%	30.0%
12.310%	130%	32.5%
12.480%	140%	35.0%
12.650%	150%	37.5%
12.820%	160%	40.0%
12.990%	170%	42.5%
13.160%	180%	45.0%
13.330%	190%	47.5%
Equal to or greater than 13.5%	200%	50.0%

10. **Interpolation.** The Unweighted Multiplier and Weighted Multiplier for percentages of achievement of the Performance Criteria falling between the percentages set forth in the tables above shall be determined by linear interpolation, rounded to the nearest one one-hundredth of one percent (0.0001%).

SILICON LABORATORIES INC.
2009 STOCK INCENTIVE PLAN

GLOBAL PSU AWARD AGREEMENT

Silicon Laboratories Inc. (the "***Company***") has granted to the Participant named in the Performance Stock Units Grant Notice (the "***Grant Notice***") to which this Global PSU Award Agreement (this "***Award Agreement***") is attached an Award consisting of Performance Stock Units (the "***Units***") subject to the terms and conditions set forth in the Grant Notice and this Award Agreement, including any country-specific terms and conditions set forth in an addendum to such agreement (the "***Addendum***"). The Award has been granted pursuant to the Silicon Laboratories Inc. 2009 Stock Incentive Plan, as amended and restated (the "***Plan***"), as amended to the Grant Date, the provisions of which are incorporated herein by reference.

Unless otherwise defined herein or in the Grant Notice, capitalized terms shall have the meanings assigned under the Plan.

1. THE AWARD.

The Company hereby awards to the Participant the Target Number of Units set forth in the Grant Notice, which, depending on the extent to which the Performance Goal (as described by Plan) is attained during the Performance Period, may result in the Participant having the opportunity to earn as little as zero (0) Units or as many as the Maximum Number of Units. Subject to the terms of this Award Agreement and the Plan, each Unit, to the extent it becomes a Vested Unit, represents a right to receive one (1) share of Common Stock (a "***Share***") on the Settlement Date. Unless and until a Unit has been determined to be an Earned Unit and has vested and become a Vested Unit as set forth in the Grant Notice, the Participant will have no right to settlement of such Units. Prior to settlement of any Units, such Units will represent an unfunded and unsecured obligation of the Company.

2. MEASUREMENT OF PERFORMANCE CRITERIA.

Subject to Section 9.1, the Performance Criteria shall be determined for Performance Period in accordance with Appendix A attached to the Grant Notice.

3. COMMITTEE CERTIFICATION OF EARNED UNITS.

3.1 Level of Performance Criteria Attained. As soon as practicable following completion of the Performance Period but in any event no later than the Vesting Date, the Committee shall determine (a) the level of attainment of the Performance Criteria during the Performance Period, (b) the resulting Combined Performance Multiplier for the Performance Period and (c) the number of Units which have become Earned Units for the Performance Period. The Committee may make such adjustments to the Performance Criteria as the Committee in its sole discretion deems appropriate.

3.2 Adjustment for Leave of Absence or Part-Time Work. Unless otherwise required by law or Company policy, if the Participant takes a leave of absence or commences working on a part-time basis during the Performance Period, the Committee may, in its discretion, reduce on a pro rata basis (reflecting the portion of the Performance Period worked by the Participant on a full-time equivalent basis) the number of Units which would otherwise become Earned Units, or provide that the number of Units which would otherwise become Earned Units shall be reduced as provided by the terms of an agreement between the Participant and the Company pertaining to the Participant's leave of absence or part-time schedule.

4. VESTING OF EARNED UNITS.

4.1 Normal Vesting. Except as otherwise provided by this Award Agreement, Earned Units shall vest and become Vested Units as provided in the Grant Notice.

4.2 Vesting Upon a Change in Control.

(a) In the event of a Change in Control before the end of the Performance Period as set forth in the Grant Notice, the vesting of Earned Units shall be determined in accordance with Section 9.1.

(b) In the event of a Change in Control after the end of the Performance Period as set forth in the Grant Notice but before the Vesting Date as set forth in the Grant Notice, the vesting of Earned Units shall be determined in accordance with Section 9.2.

4.3 Vesting Upon Involuntary Termination Following a Change in Control. In the event that upon or within eighteen (18) months following the effective date of a Change in Control, the Participant's Service (as defined in Section 5.1 below) terminates due to Involuntary Termination, the vesting of Earned Units shall be determined in accordance with Section 9.3.

5. TERMINATION OF SERVICE.

5.1 General Rule. In the event that prior to the Vesting Date the Participant ceases to provide services to the Company (or any Subsidiary or Affiliate) in the capacity of an Employee, Director or Consultant (collectively referred to herein as "***Service***") for any reason, with or without cause, other than by reason of the Participant's termination of Service described in Section 4.3, the Participant shall forfeit all Units which are not, as of the time of such termination, Vested Units, and the Participant shall not be entitled to any payment therefor.

5.2 Determination of Termination Date. For purposes of this Award Agreement, the date of termination of the Participant's Service shall be the date upon which the Participant ceases active performance of services for the Company, a Subsidiary or Affiliate, as determined by the Company following the provision of such notification of termination or resignation from Service and shall be determined solely by this Award Agreement and without reference to any other agreement, written or oral, including the Participant's contract of employment (if any). Thus, in the event of termination of the Participant's Service (regardless of the reason for such termination and whether or not later to be found invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment contract, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, the Participant's right to vest in the Units under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., the Participant's period of Service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment contract, if any). The Committee shall have the exclusive discretion to determine when the Participant is no longer actively providing services for purposes of this Award Agreement (including whether the Participant may still be considered to be providing services while on a leave of absence).

6. SETTLEMENT OF THE AWARD.

6.1 Issuance of Shares of Common Stock. Subject to the provisions of Section 6.3, Section 7 and Section 9.3 below, the Company shall issue to the Participant on the Settlement Date with respect to each Vested Unit to be settled on such date one (1) Share. Shares issued in settlement of Vested Units shall not be subject to any restriction on transfer other than any such restriction as may be required pursuant to Section 6.3.

6.2 Beneficial Ownership of Shares; Certificate Registration. The Participant hereby authorizes the Company, in its sole discretion, to deposit for the benefit of the Participant with a Company-designated brokerage firm or, at the Company's discretion, any other broker with which the Participant has an account relationship of which the Company has notice any or all Shares acquired by the Participant pursuant to the settlement of the Award. Except as provided by the preceding sentence, a certificate for the Shares as to which the Award is settled shall be registered in the name of the Participant.

6.3 Restrictions on Grant of the Award and Issuance of Shares. The grant of the Award and issuance of shares of Common Stock upon settlement of the Award shall be subject to compliance with all applicable requirements of U.S. federal, state or foreign law with respect to such securities. No Shares may be issued hereunder if the issuance of such Shares would constitute a violation of any applicable U.S. federal, state or foreign securities laws or other laws or regulations or the requirements of any stock exchange or market system upon which the Common Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any Shares subject to the Award shall relieve the Company of any liability in respect of the failure to issue such Shares as to which such requisite authority shall not have been obtained. As a condition to the settlement of the Award, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company. Further, regardless of whether the transfer or issuance of the Shares to be issued pursuant to the Units has been registered under the Securities Act or has been registered or qualified under the securities laws of any State, the Company may impose additional restrictions upon the sale, pledge, or other transfer of the Shares (including the placement of appropriate legends on stock certificates and the issuance of stop-transfer instructions to the Company's transfer agent) if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in order to achieve compliance with the provisions of the Securities Act, the securities laws of any State, or any other law.

6.4 Fractional Shares. The Company shall not be required to issue fractional Shares upon the settlement of the Award.

7. TAX WITHHOLDING AND ADVICE.

7.1 In General. The Participant acknowledges that, regardless of any action taken by the Company or, if different, the Participant's employer (the "***Employer***"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant or deemed by the Company or the Employer in its discretion to be an appropriate charge to the Participant even if legally applicable to the Company or the Employer ("***Tax-Related Items***"), is and remains the Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. The Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Units, including, but not limited to, the grant, vesting or settlement of the Units, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Units to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if the Participant is subject to Tax-Related Items in more than one jurisdiction between the Grant Date and the date of any relevant taxable or tax withholding event, as applicable, the Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

7.2 Withholding of Taxes. Prior to any relevant taxable or tax withholding event, as applicable, the Participant agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items (including hypothetical withholding tax amounts if the Participant is covered under a Company tax equalization policy). In this regard, the Participant authorizes the Company or its agent to satisfy the obligations with regard to all Tax-Related Items by withholding in Shares to be issued upon settlement of the Units. Alternatively, by the Participant's acceptance of the Units, the Participant authorizes and agrees that the Company may direct any brokerage firm determined acceptable to the Company to sell on the Participant's behalf a whole number of Shares from those Shares issued to the Participant as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the obligation for Tax-Related Items.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates, including maximum applicable rates, in which case the Participant will receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Participant is deemed to have been issued the full number of Shares subject to the vested Units, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items .

If the Participant is covered by a Company tax equalization policy, the Participant agrees to pay to the Company any additional hypothetical tax obligation calculated and paid under the terms and conditions of such tax equalization policy. Finally, the Participant agrees to pay to the Company or the Employer, including through direct payment from the Participant and/or withholding from the Participant's wages or other cash compensation paid to the Participant by the Company and/or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if the Participant fails to comply with the Participant's obligations in connection with the Tax-Related Items.

7.3 **Tax Advice**. The Participant represents, warrants and acknowledges that the Company has made no warranties or representations to the Participant with respect to the income tax, social contributions or other tax consequences of the transactions contemplated by this Award Agreement, and the Participant is in no manner relying on the Company or the Company's representatives for an assessment of such tax consequences. THE PARTICIPANT UNDERSTANDS THAT THE TAX AND SOCIAL SECURITY LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. THE PARTICIPANT IS HEREBY ADVISED TO CONSULT WITH HIS OR HER OWN PERSONAL TAX, LEGAL AND FINANCIAL ADVISORS REGARDING THE PARTICIPANT'S PARTICIPATION IN THE PLAN BEFORE TAKING ANY ACTION RELATED TO THE PLAN. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING TAXPAYER PENALTIES.

8. AUTHORIZATION TO RELEASE NECESSARY PERSONAL INFORMATION.

The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Award Agreement, the Appendix and any other Award grant materials ("Data") by and among, as applicable, the Employer, the Company and its Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.

The Participant understands that the Company and the Employer may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Units or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan.

The Company's equity compensation plan recordkeeper is Fidelity Stock Plan Services, LLC (the "Recordkeeper"). The Participant understands that Data will be transferred to the Recordkeeper or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Participant's country. The Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Company's stock administration department. The Participant authorizes the Company, the Recordkeeper and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant understands if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Company's stock administration department. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing the Participant's consent is that the Company would not be able to grant the Participant Units or other equity awards or administer or maintain such awards. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that he or she may contact the Company's stock administration department.

9. **CHANGE IN CONTROL.**

9.1 Effect on Award of Change in Control Before End of Performance Period. In the event of a Change in Control before the end of the Performance Period as set forth in the Grant Notice, the Performance Period shall end on the day immediately preceding the Change in Control (the "***Adjusted Performance Period***"). The number of Earned Units and the vesting of those Units shall be determined for the Adjusted Performance Period in accordance with the following:

(a) **Earned Units.** The number of Earned Units for the Adjusted Performance Period shall equal the Target Number of Units.

(b) **Vested Units if Award Assumed.** In the event of a Change in Control before the end of the Performance Period in connection with which the Award will be assumed or replaced with a substitute Award, as described in Section 11 of the Plan, then, as of the last day of the Adjusted Performance Period and provided that the Participant's Service has not terminated prior to such date, a portion of the Earned Units determined in accordance with Section 9.1(a) shall become Vested Units (the "***Accelerated Units***"), with such portion determined by multiplying the total number of Earned Units by a fraction, the numerator of which equals the number of days contained in the Adjusted Performance Period and the denominator of which equals the number of days contained in the original Performance Period determined without regard to this Section. The Accelerated Units shall be settled in accordance Section 6 immediately prior to the consummation of the Change in Control. Except as otherwise provided by Section 9.3, that portion of the Earned Units determined in accordance with Section 9.1(a) in excess of the number of Accelerated Units shall become Vested Units on the Vesting Date of the original Performance Period determined without regard to this Section, provided that the Participant's Service has not terminated prior to such Vesting Date. Such Vested Units shall be settled on the Settlement Date in accordance with Section 6, provided that payment for each Vested Unit shall be made in the amount and in the form of the consideration (whether stock, cash, other securities or property or a combination thereof) to which a holder of a Share on the effective date of the Change in Control was entitled (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares).

(c) **Vested Units if Award Not Assumed.** In the event of a Change in Control before the end of the Performance Period in connection with which the Award will not be assumed or replaced with a substitute Award, as described in Section 11 of the Plan, then, as of the last day of the Adjusted Performance Period and provided that the Participant's Service has not terminated prior to such date, all of the Earned Units determined in accordance with Section 9.1(a) shall become Vested Units and shall be settled in accordance Section 6 immediately prior to the consummation of the Change in Control.

9.2 Effect on Award of Change in Control After End of Performance Period But Before Vesting Date. In the event of a Change in Control upon or after the end of the Performance Period but before the Vesting Date, each as set forth in the Grant Notice, the number of Earned Units determined in accordance with the Grant Notice shall become Vested Units and shall be settled in accordance Section 6 immediately prior to the consummation of the Change in Control, provided that the Participant's Service has not previously terminated.

9.3 Involuntary Termination Following Change in Control. In the event that upon or within eighteen (18) months following the effective date of the Change in Control, the Participant's Service terminates due to Involuntary Termination, then all Earned Units that have not previously become Vested Units, if any, shall be deemed Vested Units effective as of the effective date of the Participant's Involuntary Termination (as determined in accordance with Section 9.4) and shall be settled in accordance with Section 6, treating the date of the Participant's termination of Service as the Vesting Date, and provided that payment for each Vested Unit shall be made in the amount and in the form of the consideration (whether stock, cash, other securities or property or a combination thereof) to which a holder of a Share on the effective date of the Change in Control was entitled (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares). Earned Units vested as a result of the Participant's Involuntary Termination shall be settled in accordance with Section 6 on the 60th day following the date of the Participant's termination of employment or service provided that the Participant has signed a full general release in a form prepared by or otherwise acceptable to Company, releasing all claims, known or unknown, that the Participant may have against Company and its officers, directors, employees and affiliated companies, arising out of or in any way related to the Participant's employment or service or termination of employment or service with Company and the period for revocation, if any, of such release has lapsed on or before such 60th day without the release having been revoked. In the event that such release does not become effective in accordance with its terms on or before the 60th day following the date of the Participant's termination of employment or service, the Participant shall forfeit, without compensation therefor, any Earned Units that were deemed vested as a result of the Participant's Involuntary Termination.

9.4 "**Involuntary Termination**" shall mean the termination of the employment or service of any Participant which occurs by reason of:

(a) such Participant's involuntary dismissal or discharge by the Company or a Subsidiary or Affiliate for reasons other than Misconduct, or

(b) such Participant's voluntary resignation following the initial existence of any of the following conditions: (A) a material diminution in the Participant's authority, duties or responsibilities, (B) a material diminution in the Participant's (i) base salary (including, without limitation, a reduction of base salary by more than 10%) or (ii) total cash compensation (including base salary and target bonus potential (including, without limitation, a reduction of total target cash compensation by more than 10%), (C) a material change in the geographic location at which the Participant must perform the services (including, without limitation, a change in the Participant's assigned workplace that increases the Participant's one-way commute by more than 35 miles), provided and only if such diminution or change is effected by the Company without the Participant's written consent. No voluntary resignation by the Participant shall be treated as an Involuntary Termination pursuant to this Section 9.4(b) unless the Participant gives written notice to the Committee advising the Company of such intended resignation (along with the facts and circumstances constituting the condition asserted as the reason for such resignation) within 30 days after the time the Participant becomes aware of the existence of such condition and provides the Company a cure period of 30 days following such date that notice is delivered. If the Committee determines that the asserted condition exists and the Company does not cure such condition within the 30-day cure period, the Participant's termination of employment or service shall be effective on such 30th day of the cure period.

10. ADJUSTMENTS FOR CHANGES IN CAPITAL STRUCTURE.

The number of Units awarded pursuant to this Award Agreement (both the Target Number of Units and Maximum Number of Units) is subject to adjustment as provided in Article 10 of the Plan. Upon the occurrence of an event described in Article 10 of the Plan, any and all new, substituted or additional securities or other property to which a holder of a Share issuable in settlement of the Award would be entitled shall be immediately subject to the Award Agreement and included within the meaning of the term "Shares" for all purposes of the Award. The Participant shall be notified of such adjustments and such adjustments shall be binding upon the Company and the Participant.

11. NO ENTITLEMENT OR CLAIMS FOR COMPENSATION.

11.1 Nature of the Grant. In accepting the Award, the Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of the Units is voluntary and occasional and does not create any contractual or other right to receive future grants of Units, or benefits in lieu of Units, even if Units have been granted in the past;

(c) all decisions with respect to future Units or other grants, if any, will be at the sole discretion of the Company;

(d) the Units grant and the Participant's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or services contract with the Company, the Employer or any Subsidiary or Affiliate and shall not interfere with the ability of the Company, the Employer or any Subsidiary or Affiliate, as applicable, to terminate the Participant's employment or service relationship (if any);

(e) the Participant is voluntarily participating in the Plan;

(f) the Units and the Shares subject to the Units are not intended to replace any pension rights or compensation;

(g) the Units and the Shares subject to the Units, and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(h) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

(i) no claim or entitlement to compensation or damages shall arise from forfeiture of the Units resulting from the termination of the Participant's employment or other service relationship (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment contract, if any), and in consideration of the grant of the Units to which the Participant is otherwise not entitled, the Participant irrevocably agrees never to institute any claim against the Company, any of its Subsidiaries or Affiliates or the Employer, waives his or her ability, if any, to bring any such claim, and releases the Company, its Subsidiaries and Affiliates and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim;

(j) unless otherwise provided in the Plan or determined by the Company in its discretion, the Units and the benefits evidenced by this Award Agreement do not create any entitlement to have the Units or any such benefits transferred to, or assumed by, another company nor be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company; and

(k) the following provisions apply only if the Participant is providing services outside the United States:

(i) the Units and the Shares subject to the Units are not part of normal or expected compensation or salary for any purpose; and

(ii) the Participant acknowledges and agrees that neither the Company, the Employer nor any Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the Units or of any amounts due to the Participant pursuant to the settlement of the Units or the subsequent sale of any Shares acquired upon settlement.

12. RIGHTS AS A STOCKHOLDER.

The Participant shall have no rights as a stockholder with respect to any Shares which may be issued in settlement of this Award until the date of the issuance of a certificate for such Shares or the deposit of such Shares in a brokerage account (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date the Shares are issued, except as provided in Section 10.

13. MISCELLANEOUS PROVISIONS.

13.1 Amendment. The Committee may amend this Award Agreement at any time; provided, however, that no such amendment may adversely affect the Participant's rights under this Award Agreement without the consent of the Participant, except to the extent such amendment is desirable or necessary to comply with applicable law, including, but not limited to, Code Section 409A as further provided in the Plan. No amendment or addition to this Award Agreement shall be effective unless in writing.

13.2 Nontransferability of the Award. Prior to the issuance of Shares on the applicable Settlement Date, no right or interest of the Participant in the Award nor any Shares issuable on settlement of the Award shall be in any manner pledged, encumbered, or hypothecated to or in favor of any party other than the Company or a Subsidiary or Affiliate or shall become subject to any lien, obligation, or liability of such Participant to any other party other than the Company, or a Subsidiary or Affiliate. Except as otherwise provided by the Committee, no Award shall be assigned, transferred or otherwise disposed of other than by will or the laws of descent and distribution. All rights with respect to the Award shall be exercisable during the Participant's lifetime only by the Participant or the Participant's guardian or legal representative.

13.3 Further Instruments and Imposition of Other Requirements. The parties hereto agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Award Agreement. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Units and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. Furthermore, the Participant acknowledges that the laws of the country in which the Participant is working at the time of grant, vesting and settlement of the Units or the sale of Shares received pursuant to this Award Agreement (including any rules or regulations governing securities, foreign exchange, tax, labor, or other matters) may subject the Participant to additional procedural or regulatory requirements that the Participant is and will be solely responsible for and must fulfill.

13.4 Binding Effect. This Award Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer set forth herein, be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns.

13.5 Notices. Any notice required to be given or delivered to the Company under the terms of this Award Agreement shall be in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to the Participant shall be in writing and addressed to the Participant at the address maintained for the Participant in the Company's records or at the address of the local office of the Company or of a Subsidiary or Affiliate at which the Participant works.

13.6 Construction of Award Agreement. The Grant Notice, this Award Agreement, and the Units evidenced hereby (i) are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan, and (ii) constitute the entire agreement between the Participant and the Company on the subject matter hereof and supersede all proposals, written or oral, and all other communications between the parties related to the subject matter (other than as set forth in any applicable Executive Severance Agreement or CEO Severance Agreement). All decisions of the Committee with respect to any question or issue arising under the Grant Notice, this Award Agreement or the Plan shall be conclusive and binding on all persons having an interest in the Units.

13.7 Governing Law and Venue. The interpretation, performance and enforcement of this Award Agreement shall be governed by the laws of the State of Texas, U.S.A. without regard to the conflict-of-laws rules thereof or of any other jurisdiction. For purposes of litigating any dispute that arises under this grant or this Award Agreement, the parties hereby submit to and consent to the jurisdiction of the State of Texas, agree that such litigation shall be conducted in the courts of Travis County, Texas, or the federal courts for the United States for the Western District of Texas, where this grant is made and/or to be performed.

13.8 Section 409A.

(a) **Compliance with Code Section 409A.** Notwithstanding any other provision of the Plan, this Award Agreement or the Grant Notice, the Plan, this Award Agreement and the Grant Notice shall be interpreted in accordance with, and incorporate the terms and conditions required by, Code Section 409A (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof). The vesting and settlement of Units awarded pursuant to this Award Agreement are intended to qualify for the "short-term deferral" exemption from Section 409A of the Code and the terms of this Award Agreement shall be interpreted in compliance with this intention. The Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify the Plan and/or this Award Agreement or the Grant Notice or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, including amendments or actions that would result in a reduction in benefits payable under the Award, as the Committee determines are necessary or appropriate to ensure that the Units qualify for exemption from or comply with Code Section 409A or mitigate any additional tax, interest and/or penalties or other adverse tax consequences that may apply under Section 409A of the Code; *provided*, *however*, that the Company makes no representations that the Units will be exempt from Code Section 409A and makes no undertaking to preclude Code Section 409A from applying to the Units.

(b) **Separation from Service; Required Delay in Payment to Specified Employee.** Notwithstanding anything set forth herein to the contrary, if the Participant is a U.S. taxpayer, no amount payable pursuant to this Agreement on account of the Participant's termination of Service which constitutes a "deferral of compensation" within the meaning of Code Section 409A shall be paid unless and until the Participant has incurred a "separation from service" within the meaning of Code Section 409A. Furthermore, to the extent that the Participant is a "specified employee" within the meaning of Code Section 409A as of the date of the Participant's separation from service, no amount that constitutes a deferral of compensation which is payable on account of the Participant's separation from service shall paid to the Participant before the date (the "***Delayed Payment Date***") which is the first day of the seventh month after the date of the Participant's separation from service or, if earlier, the date of the Participant's death following such separation from service. All such amounts that would, but for this Section, become payable prior to the Delayed Payment Date will be accumulated and paid on the Delayed Payment Date.

13.9 Administration. The Committee shall have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon the Participant, the Company and all other interested persons. No member of the Committee or the Board shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, this Award Agreement or the Units.

13.10 Counterparts. The Grant Notice may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.11 Severability. If any provision of this Award Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Award Agreement shall be deemed valid and enforceable to the full extent possible.

13.12 Language. If the Participant has received this Award Agreement or any other document related to the Plan in a language other than English and the meaning of the translated version is different from the English version, the English version will control.

13.13 Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company.

13.14 Waiver. The Participant acknowledges that a waiver by the Company of breach of any provision of this Award Agreement shall not operate or be construed as a waiver of any other provision of this Award Agreement, or of any subsequent breach by the Participant or any other award recipient.

13.15 Addendum. Notwithstanding any provisions in this Award Agreement, the grant of Units shall be subject to any special terms and conditions set forth in any Addendum to this Award Agreement for the Participant's country of residence. Moreover, if the Participant relocates to one of the countries included in the Addendum, the special terms and conditions for such country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons and, in such event, the Company reserves the right to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. The Addendum is hereby incorporated by reference as part of this Award Agreement.

13.16 Clawback/Recovery. The Units and any Shares, cash or other property issued in settlement of the Units will be subject to recoupment in accordance with any clawback policy that the Company is required to adopt pursuant to the listing standards of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law. In addition, the Committee may impose such other clawback, recovery or recoupment provisions on an Award as the Committee determines necessary or appropriate, including, but not limited to, a reacquisition right in respect of previously acquired Shares or other cash or property upon the occurrence of cause (as determined by the Committee).

SILICON LABORATORIES INC.
2009 STOCK INCENTIVE PLAN

ADDENDUM TO
GLOBAL PSU AWARD AGREEMENT

Terms and Conditions

This Addendum includes additional terms and conditions that govern the award of Performance Stock Units ("***Units***") to the Participant by Silicon Laboratories Inc. (the "***Company***") under the Silicon Laboratories Inc. 2009 Stock Incentive Plan, as amended and restated (the "***Plan***") if the Participant resides in one of the countries listed below. Capitalized terms not explicitly defined in this Addendum but defined in the Plan or the Global PSU Award Agreement (the "***Award Agreement***") shall have the same definitions as in the Plan, the Grant Notice and/or the Award Agreement, as applicable.

Notifications

This Addendum also includes information regarding exchange control and other issues of which the Participant should be aware with respect to the Participant's participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the respective countries as of January 2016. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time that the Units vest or the shares of the common stock ("***Shares***") are sold.

In addition, the information contained herein is general in nature and may not apply to the Participant's particular situation and the Company is not in a position to assure the Participant of a particular result. Accordingly, the Participant is advised to seek appropriate professional advice as to how the relevant laws in the Participant's country may apply to the Participant's situation.

Finally, the Participant understands that if he or she is a citizen or resident of a country other than the one in which the Participant is currently working, transfers employment after the Grant Date, or is considered a resident of another country for local law purposes, the information contained herein may not apply to the Participant, and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply.

UNITED STATES

Terms and Conditions

Death of the Participant. Notwithstanding Sections 5.1 and 5.2 of the Award Agreement, if the Participant ceases Service prior to the Vesting Date by reason of his or her death prior to the Vesting Date, the Participant shall not forfeit the Award. In such case, the number of Earned Units shall be determined as of the end of the Performance Period in accordance with Section 3, and all such Earned Units shall be deemed Vested Units upon the Committee's certification in accordance with Section 3.1 and settled in accordance with Section 6 as if the Participant's Service had continued through the Vesting Date. The Shares due in settlement of such Vested Units shall be issued to the personal representative of the Participant's estate, the person or persons to whom the Award is transferred pursuant to the Participant's will or in accordance with the laws of descent and distribution (collectively referred to herein as the "***Participant's Heirs***"). If the Participant dies prior to the end of an Adjusted Performance Period (as described in Section 9.1), which becomes applicable as a result of a Change in Control occurring before the end of the Performance Period as set forth in the Grant Notice, then the number of Earned Units will be determined as of the end of the Adjusted Performance Period in accordance with Section 9.1(a), and all such Earned Units shall be deemed Vested Units upon the Committee's certification in accordance with Section 3.1 and settled in accordance with Section 6 immediately prior to the consummation of the Change in Control.

Issuance of Shares of Common Stock. The following sentence replaces the first sentence in Section 6.1 of the Award Agreement.

Subject to the provisions of Section 6.3 and Section 7 below, the Company shall issue to the Participant (or, if applicable, the Participant's Heirs), on the Settlement Date with respect to each Vested Unit to be settled on such date one (1) Share.

Beneficial Ownership of Shares; Certificate Registration. The following sentence replaces the last sentence in Section 6.2 of the Award Agreement.

Except as provided by the preceding sentence, a certificate for the Shares as to which the Award is settled shall be registered in the name of the Participant, or, if applicable, in the names of the Participant's Heirs.