

WOLFSON MICROELECTRONICS PLC  
26 Westfield Road, Edinburgh EH11 2QB

28 April 2014

**Highly Confidential**

Cirrus Logic, Inc.  
800 W. 6th Street  
Austin, TX 78701  
Attn: Thurman K. Case

Re: Confidentiality Agreement

Ladies and Gentlemen:

Each of Wolfson Microelectronics plc (“the Company”) and Cirrus Logic Inc (“Cirrus Logic”) (each a “Party” and together, the “Parties”) have requested certain information from the other in connection with their mutual consideration of a potential negotiated transaction between the Parties which may lead to a proposed offer to acquire the entire issued and to be issued share capital of the Company (any such transaction, a “Transaction”). In consideration thereof, and as a condition to being furnished such information, each Party agrees, as set forth in this letter agreement (this “Agreement”), to treat as confidential all information furnished under this Agreement by the other party (the “Disclosing Party”) to such receiving party (the “Recipient Party”) or its directors, officers, employees, agents, advisors, prospective lenders or affiliates or representatives of its agents, advisors, prospective lenders or affiliates (each of the foregoing, other than the Recipient Party, a “Representative”), furnished on or after the date of this Agreement, regardless of the form in which such information is communicated or maintained, and all notes, reports, analyses, compilations, studies, files or other documents or material, whether prepared by the Recipient Party or others, which are based on, contain or otherwise reflect such information, and including without limitation (i) all technology processes and products and customer information exchanged and (ii) all information relating directly or indirectly to the Transaction including the existence of the proposed Transaction, the contents of this Agreement and all discussions and negotiations between the Parties or any member of either Party’s group (collectively, the “Confidential Information”).

The term “Confidential Information” does not include information that: (i) is or becomes available to the public, other than as a result of a disclosure by the Recipient Party or a Representative of the Recipient Party in breach of this Agreement; (ii) was available to the Recipient Party or a Representative of the Recipient Party, or has become available to the Recipient Party or a Representative of the Recipient Party, on a non-confidential basis from a source other than the Disclosing Party or its Representatives, provided that the source of such information was not bound by a confidentiality agreement with the Disclosing Party or any of its Representatives with respect to such material, or otherwise prohibited from transmitting the information to the Recipient Party or such Representative of the Recipient Party by a

contractual, legal or fiduciary obligation; or (iii) the Recipient Party or a Representative of the Recipient Party independently developed without reference to Confidential Information or any derivative thereof.

It is understood that the Recipient Party may disclose Confidential Information to any Representative of the Recipient Party that requires such information solely for the purpose of assisting the Recipient Party in evaluating a Transaction. The Recipient Party agrees that the Confidential Information will be kept confidential by the Recipient Party and the Representatives of the Recipient Party and, except with the specific prior written consent of the Disclosing Party or as expressly otherwise permitted by the terms hereof, will not be disclosed by the Recipient Party or any Representative of the Recipient Party to any person. The Recipient Party also agrees that it is responsible to the Disclosing Party for any action or failure to act by any Representative of the Recipient Party that would constitute a breach or violation of the preceding sentence or any of the other terms of this Agreement if committed by the Recipient Party. The Recipient Party further agrees that the Recipient Party and the Representatives of the Recipient Party will not use Confidential Information for any reason or purpose other than to evaluate and implement a potential Transaction and the disclosure to the Recipient Party of any Confidential Information shall not give it any licence or other rights whatsoever in respect of any part of such Confidential Information beyond any rights granted expressly under the terms of this Agreement.

Without the prior written consent of the other Party, a Party shall not, and shall cause its Representatives not to, disclose to any person the fact that Confidential Information has been made available to the Parties or the Parties' Representatives or that a Party or any Party's Representative has inspected Confidential Information. Without prejudice to the other terms of this Agreement, neither Party nor any of its Representatives shall disclose to any person: (i) the fact that any discussions or negotiations are taking place concerning a Transaction; or (ii) any of the proposed terms, proposed conditions or other facts with respect to any Transaction, including the status thereof. Notwithstanding anything in this Agreement to the contrary, a Party may make such disclosures relating to Confidential Information if it is required to do so under applicable law, rule (including under the UK City Code on Takeovers and Mergers (the "Code")) or securities exchange regulation.

Notwithstanding anything in this Agreement to the contrary, in the event that the Recipient Party or any Representative of the Recipient Party is requested or required under applicable law or the Code or the applicable rules or regulations of any securities exchange or similar self-regulatory organization (including by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process), to disclose Confidential Information to any relevant court, body, agency or quasi-agency, it is agreed that the Recipient Party and any such Representative of the Recipient Party will, to the extent legally permitted, provide the Disclosing Party with prompt notice of such event so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the applicable provisions of this Agreement by the Recipient Party or such Representative of the Recipient Party. In the event the Disclosing Party determines to seek such protective order or other remedy, the Recipient Party and any such Representative of the Recipient Party will provide reasonable cooperation to the Disclosing Party in seeking such protective order or other remedy. In the event that such protective order or other remedy is not obtained and disclosure of Confidential Information is required, or the Disclosing Party grants a waiver hereunder, the Recipient Party or such Representative of the Recipient Party, as the case may be: (i) may, without liability hereunder furnish that portion (and only that

portion) of the Confidential Information which counsel to the Recipient Party or such Representative of the Recipient Party, as the case may be, has advised the Recipient Party or such Representative of the Recipient Party is legally required to be disclosed; and (ii) will exercise all commercially reasonable endeavours to have confidential treatment accorded any Confidential Information so furnished.

Each Party is aware, and will advise its Representatives who are informed of the matters that are the subject of this Agreement, that applicable securities laws (in particular, the UK Financial Services and Markets Act 2000 and the UK Criminal Justice Act 1993 and the U.S. Securities Exchange Act of 1934, as amended) may restrict persons with material, non-public information concerning the other Party (including matters that may be the subject of this Agreement) from purchasing or selling securities of the other Party, or from communicating such information to any other person.

In the event that a Recipient Party decides not to proceed with the Transaction, upon the written request of the Disclosing Party, the Recipient Party will promptly deliver or cause to be delivered to the Disclosing Party (or at the option of the Recipient Party, destroy with such destruction to be certified to the Recipient Party) all documents or other matter furnished by the Disclosing Party or its Representatives to the Recipient Party or the Representatives of the Recipient Party constituting Confidential Information, together with all copies thereof in the possession of the Recipient Party or the Representatives of the Recipient Party. In such event, all other documents constituting Confidential Information prepared by the Recipient Party or the Representatives of the Recipient Party will be destroyed, and all reasonable steps shall be taken to expunge computer or other electronic records thereof (other than back-up, archival electronic storage) with any such destruction and expungement certified to the Disclosing Party. Notwithstanding the foregoing, the obligations in this paragraph shall not apply to the extent that any Confidential Information is required to be retained by the Recipient Party by law or regulation.

The Recipient Party understands and acknowledges that neither the Disclosing Party nor any of its Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information or any other information provided to the Recipient Party or the Representatives of the Recipient Party by the Disclosing Party or its Representatives in connection with matters contemplated by this Agreement. Neither the Disclosing Party nor any of its Representatives shall have any liability to the Recipient Party or any other person, including, without limitation, the Representatives of the Recipient Party, resulting from the use of, or reliance on, Confidential Information by the Recipient Party or the Representatives of the Recipient Party. Neither Party nor any of its Representatives, by virtue of this Agreement or any other written or oral expression, will be under any legal obligation of any kind whatsoever with respect to a Transaction except for the matters specifically agreed to in this Agreement or other legally binding agreement between the Parties. Without limiting the generality of the foregoing, each Party specifically acknowledges and agrees that each Party may conduct and change the process with respect to any possible Transaction as it, in its sole discretion, shall determine, including, without limitation, at any time terminating access to the Confidential Information by the other Party and its Representatives, rejecting any and all offers for a Transaction without stating reasons, negotiating with one or more other parties and agreeing terms for a Transaction without prior notice to the other Party or any other person, provided that it is acknowledged by each Party that any Transaction will be governed by the Code and each

Party will at all times be required to comply with the provisions of the Code and any guidance or requirements from time to time of the UK Takeover Panel.

As used in this Agreement, the term “person” shall mean any individual, corporation, company, association, partnership, joint venture, trust or other unincorporated organization or entity.

Each Party agrees that, without the other’s prior written consent, they will not solicit directly any of the other Party's then current employees involved in these discussions for a period of 12 months from the date of this Agreement. Furthermore, both Parties agree that they will not use the information disclosed in the course of these discussions to directly solicit any then current employees of the other Party during the same period. However, each Party shall not be prohibited from employing any such person who: (i) contacts the Party on his or her own initiative, or was approached by the Party prior to the date of this Agreement; or (ii) is solicited by a publicly available job posting/advertisement or through a retained recruiting firm (provided that the name of such employee has not been provided by the other Party to this agreement to such recruiting firm).

This Agreement may be modified or amended only by a separate writing signed by the Parties expressly so modifying or amending this Agreement but no variation shall require the consent of any member of the relevant Party’s group.

This Agreement supersedes all prior oral or written agreements or understandings that may exist between any of the Parties hereto in respect of any Confidential Information.

It is understood and agreed that no failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect to the fullest extent permitted by law.

The obligations under this Agreement (other than as separately provided for in the provisions regarding non-solicitation of employees and in connection with the Standstill Provisions (as defined below and regarding, amongst other things, share purchase restrictions)) shall continue for a term of two years from the date hereof whether or not negotiations continue or a Transaction is consummated, provided that if any offer made by Cirrus Logic (or any company controlled by it) for the Company becomes or is declared unconditional in all respects the obligations contained in this Agreement shall terminate.

Save in respect of the implementation of a Transaction and without prejudice to any obligations Cirrus Logic may have at law or under the Code, Cirrus Logic shall not, whether alone or acting in concert with others, directly or indirectly by directing any other person to take such action on its behalf, without the prior written consent of the Company, for a period of 12 months from the date of this Agreement: (i) in any manner acquire, announce an intention to acquire, enter into any agreement, arrangement or undertaking to acquire, or procure or induce any other person to acquire, announce an intention to acquire or enter into any agreement, arrangement or undertaking to acquire, any direct or indirect interest (as defined at Part 22 of the UK Companies Act 2006 (“CA 2006”)) in the share capital of the

Company; or (ii) make a general offer for all or part of the share capital of the Company; or (iii) make an approach to, solicit or enter into discussions with any of the Company's shareholders in connection with any offer for all or any of the shares or securities of the Company; or (iv) announce, or take any action which under the Code would require the announcement of, any proposals for any takeover, merger, consolidation or share exchange or similar transaction involving the shares of the Company; or (v) make or in any way participate, directly or indirectly, in any solicitation of proxies or votes, or any attempt to influence votes, from or by any holder of voting shares or other securities in the Company in connection with any vote on any matters submitted or proposed to be submitted to a vote of holders of voting shares or other securities in the Company; (vi) requisition or induce or attempt to induce any other person to requisition any general meeting of the Company or circulate any proposals to shareholders of the Company; or (vii) enter into any agreement, understanding or arrangement with any person with respect to the holding, voting or disposition of any shares of the Company; or (viii) seek election to or seek to place a representative on the board of directors of the Company or seek a removal of any member of the board of directors of the Company. The provisions of this paragraph are referred to herein as the "Standstill Provisions".

The Standstill Provisions shall cease to apply if (i) any third party (other than Cirrus Logic or any member of its group or any person acting in concert with it or them) announces a firm intention to make an offer for all or part of the share capital of the Company pursuant to Rule 2.7 of the Code; or (ii) Cirrus Logic (or any member of its group or any person acting in concert with it or them) announces a firm intention to make an offer for the Company pursuant to Rule 2.7 of the Code and such offer is recommended by the board of directors of the Company.

Nothing in the Standstill Provisions shall prevent the acquisition of shares in the Company by Cirrus Logic pursuant to a Transaction or to the extent that Cirrus Logic is, in the aggregate, interested (as defined at Part 22 of CA 2006) in not more than 3% of any class of shares in the capital of the Company or shares which carry not more than 3% of the votes ordinarily exercisable at general meetings of the Company and the shares are acquired in the ordinary course of investment.

Nothing in the Standstill Provisions shall prevent the acquisition of any shares in or an interest in the share capital or other ownership interest in a company or other entity that, at the date of such acquisition, holds securities of the Company representing not more than 3% of any class of shares in the capital of the Company provided that, in any such case, the holding of such securities does not represent a significant part of the business or assets of the company or other entity in which the acquisition is made.

The Standstill Provisions shall not apply to any person who acquires or disposes of any interest in securities of the Company in the ordinary course of business of that person as a fund manager, market-maker, broker or provider of trustee or nominee services where the decision to acquire or dispose is taken by an individual who is not in possession of Confidential Information.

The Standstill Provisions shall not apply to the acquisition of any securities of the Company as a result of a subdivision of share capital or a capitalisation of reserves or profits by way of bonus issue or in lieu of a cash dividend.

Each member of the relevant Party's group has the right to enforce the terms of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999. Except as stated in this paragraph, the Parties do not intend that any of its terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

The Terms of this Agreement shall take effect from 2 April 2014. This Agreement supersedes and extinguishes all previous agreements between the Parties relating to the subject matter of this Agreement.

The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or any term of it (including non-contractual disputes or claims) shall be governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any disputes (including non-contractual disputes or claims), which may arise out of or in connection with this Agreement. The parties irrevocably agree to submit to that jurisdiction. Without prejudice to any other rights and remedies that a Party may have, the Recipient Party acknowledges and agrees that the Confidential Information is valuable and that damages alone may not be an adequate remedy for any breach of this Agreement by the Recipient and that the Disclosing Party shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this Agreement.

This Agreement may be executed in two or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. The terms of this Agreement shall control over any additional purported confidentiality requirements imposed by any offering memorandum, web-based database or similar repository of Confidential Information to which a Recipient Party or any of its Representatives is granted access in connection with the evaluation, negotiation or consummation of a Transaction, notwithstanding acceptance of such an offering memorandum or submission of an electronic signature, "clicking" on an "I Agree" icon or other indication of assent to such additional confidentiality conditions, it being understood and agreed that the confidentiality obligations with respect to Confidential Information are exclusively governed by this Agreement and may not be enlarged except by a written agreement that is hereafter executed by each of the parties hereto.

*[signature page follows]*

If you are in agreement with the foregoing, please sign and return one copy of this letter, which thereupon will constitute a binding agreement between us with respect to the subject matter hereof.

Very truly yours,

**WOLFSON MICROELECTRONICS  
PLC**

By: \_\_\_\_\_  
Name: Mark Cubitt  
Title: CFO

Confirmed and agreed to as of the date first above written:


**CIRRUS LOGIC, INC.**

By: \_\_\_\_\_  
Name: Theresa Casp  
Title: CFO

If you are in agreement with the foregoing, please sign and return one copy of this letter, which thereupon will constitute a binding agreement between us with respect to the subject matter hereof.

Very truly yours,

**WOLFSON MICROELECTRONICS  
PLC**

By:   
Name: Mark Cubitt  
Title: CFO

Confirmed and agreed to as of the date first above written:

**CIRRUS LOGIC, INC.**

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