INTEGRATED DEVICE TECHNOLOGY INC
Form S-4/A
June 12, 2012
Table of Contents

As filed with the Securities and Exchange Commission on June 12, 2012

Registration No. 333-181571

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

AMENDMENT NO. 2

to

FORM S-4

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

Integrated Device Technology, Inc.

(Exact name of registrant as specified in its charter)

Delaware	3674	94-2669985
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

6024 Silver Creek Valley Road

San Jose, California 95138

(408) 284-8200

(Address, including zip code, and telephone number, including area code, of registrant s principal executive offices)

J. Vincent Tortolano, Esq.

Vice President, General Counsel and Secretary

Integrated Device Technology, Inc.

6024 Silver Creek Valley Road

San Jose, California 95138

(408) 284-8200

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Mark V. Roeder, Esq.	Arthur O. Whipple	Stephen J. Schrader, Esq.
Jamie K. Leigh, Esq.	Chief Financial Officer	Emery D. Mitchell, Esq.
Latham & Watkins LLP	PLX Technology, Inc.	Baker & McKenzie LLP
140 Scott Drive	870 W. Maude Avenue	Two Embarcadero Center, 11th Floor
Menlo Park, California 94025	Sunnyvale, California 94085	San Francisco, California 94111
(650) 328-4600	(408) 774-9060	(415) 576-3000

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after the effective date of this registration statement and the satisfaction (or waiver, where permissible) of the conditions to the offer described herein.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ¨

If the form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ¨

If the form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ¨

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of large accelerated filer, accelerated filer and smaller reporting company in Rule 12b-2 of the Exchange Act.

Large accelerated filer	¨	Accelerated filer	x
Non-accelerated filer	¨ (Do not check if a smaller reporting company)	Smaller reporting company	¨

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

Table of Contents

THE INFORMATION IN THIS PROSPECTUS MAY BE CHANGED OR AMENDED. WE MAY NOT COMPLETE THE EXCHANGE OFFER AND ISSUE THESE SECURITIES UNTIL THE REGISTRATION STATEMENT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION IS EFFECTIVE. THIS PROSPECTUS IS NOT AN OFFER TO SELL THESE SECURITIES AND WE ARE NOT SOLICITING OFFERS TO BUY THESE SECURITIES IN ANY JURISDICTION WHERE THE OFFER OR SALE IS NOT PERMITTED.

DATED JUNE 12, 2012.

Integrated Device Technology, Inc.

Offer to Exchange

Each Outstanding Share of Common Stock

of

PLX Technology, Inc.

for

(I) 0.525 of a Share of Common Stock of Integrated Device Technology, Inc. and

(II) $3.50 in Cash

made by

Pinewood Acquisition Corp.,

a Wholly-Owned Subsidiary of Integrated Device Technology, Inc.

The offer and withdrawal rights will expire at the end of the day on June 20, 2012, at 12:00 midnight, New York City time,

unless extended. Shares tendered pursuant to the offer may be withdrawn at any time prior to the expiration of the offer,

but not during any subsequent offering period.

We are offering to exchange (i) 0.525 of a share of common stock of Integrated Device Technology, Inc., or IDT, and (ii) $3.50 in cash, in each case, subject to adjustment for stock splits, stock dividends and similar events, as described below, without interest thereon and less any applicable withholding taxes, for each share of common stock of PLX Technology, Inc., or PLX, that you validly tender in the offer, through our wholly-owned subsidiary, Pinewood Acquisition Corp., a Delaware corporation, or Pinewood, on the terms and conditions contained in this prospectus and in the related letter of transmittal, or the offer. We refer to this consideration, or any different consideration per share of PLX common stock that may be paid pursuant to the offer, as the offer consideration.

The offer is being made pursuant to an Agreement and Plan of Merger, which is referred to throughout this prospectus as the merger agreement, dated as of April 30, 2012, among IDT, Pinewood, Pinewood Merger Sub, LLC, a Delaware limited liability company and our wholly-owned subsidiary, or Pinewood LLC, and PLX, as may be amended in accordance with its terms. The members of the PLX board of directors unanimously approved the merger agreement and the transactions contemplated thereby, including the offer and the merger transactions, in all respects, and determined that the merger agreement and the transactions contemplated thereby, including the offer and the merger transactions are at a price and on terms that are advisable and fair to and in the best interests of PLX and its stockholders, and resolved to recommend that PLX stockholders accept the offer and tender their shares pursuant to the offer.

The offer is conditioned on there being validly tendered and not properly withdrawn prior to the expiration of the offer a number of shares of PLX common stock that, together with shares of PLX common stock then directly or indirectly beneficially owned by IDT, represents at least a majority of fully diluted shares of PLX common stock then outstanding and no less than a majority of the voting power of the shares of PLX s capital stock then outstanding and entitled to vote upon the adoption of the merger agreement and approval of the merger, calculated as described in this prospectus, and satisfaction of the other conditions described in this prospectus under The Offer Conditions of the Offer on page 54.

After completion of the offer, IDT will cause Pinewood to complete a merger with and into PLX, with PLX continuing as the surviving corporation, in which each outstanding share of PLX common stock (except for shares beneficially owned directly or indirectly by IDT, shares held in treasury by PLX and shares held by PLX stockholders who have properly preserved their appraisal rights, if any, under Delaware law) will be converted into the right to receive the same consideration paid in exchange for each share of PLX common stock validly tendered and not properly withdrawn prior to the expiration of the offer, subject to appraisal rights to the extent applicable under Delaware law. We refer to this merger throughout this prospectus as the merger. If, after the completion, of the offer we beneficially own at least 90% of the outstanding shares of PLX common stock or if we exercise our option to purchase additional shares directly from PLX to reach the 90% threshold, we may effect the merger without the approval of PLX stockholders, as permitted under Delaware law, subject to appraisal rights to the extent applicable under Delaware law. If, on the other hand, after the completion of the offer, we beneficially own more than 50%, but less than 90%, of the outstanding shares of PLX common stock, a meeting of PLX stockholders or an action by written consent and the affirmative vote of at least a majority of the shares of PLX common stock outstanding on the record date for such meeting will be needed to complete the merger. If the conditions to the offer are satisfied or, where permissible, waived, IDT will have sufficient votes to adopt the merger agreement without the need for any other PLX stockholders to vote in favor of such adoption, as well as the ability to take action by written consent to approve the merger.

We currently anticipate that, immediately thereafter, if certain conditions are met, PLX will merge with Pinewood LLC, with Pinewood LLC continuing as the final surviving entity, which we refer to as the LLC merger. We refer to the merger and the LLC merger together as the merger transactions.

We are not asking you for a proxy and you are requested not to send us a proxy. Any request for proxies, if required, will be made only pursuant to separate proxy solicitation materials complying with the requirements of Section 14(a) of the Securities Exchange Act of 1934, as amended, which is referred to throughout this prospectus as the Exchange Act.

See Risk Factors beginning on page 22 for a discussion of important factors that you should consider in connection with the offer.

IDT s common stock is quoted on the NASDAQ Stock Market, or NASDAQ, under the symbol IDTI and PLX s common stock is quoted on NASDAQ under the symbol PLXT. You are encouraged to obtain current market quotations for IDT common stock and PLX common stock in connection with your decision whether to tender your shares. Please carefully review the entire prospectus, including the merger agreement attached as Annex A to this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is June 12, 2012.

Table of Contents

TABLE OF CONTENTS

CONTENTS

Table of Contents

Table of Contents

Table of Contents

ADDITIONAL INFORMATION

As permitted under the rules of the Securities and Exchange Commission, or the SEC, this prospectus incorporates by reference important business and financial information about IDT that is contained in documents filed with the SEC but that are not included in or delivered with this prospectus. You may obtain copies of these documents, without charge, from the website maintained by the SEC at www.sec.gov, as well as other sources. See Additional Information Where You Can Find Additional Information on page 109.

You may also obtain copies of these documents, without charge, upon written or oral request to our information agent, Innisfree M&A Incorporated (Innisfree), by writing to 501 Madison Avenue, 20th Floor, New York, NY 10022, or by calling toll free (877) 456-3463 (or if you are bank or brokerage firm, by calling (212) 750-5833). To obtain timely delivery of copies of these documents, you should request them no later than five business days prior to the expiration of the offer. **UNLESS THE OFFER IS EXTENDED, THE LATEST YOU SHOULD REQUEST COPIES OF THESE DOCUMENTS IS JUNE 14, 2012.**

You should rely only on the information contained in or incorporated by reference into this prospectus together with the Schedule 14D-9 of PLX that has been mailed to you together with this prospectus in deciding whether to tender your shares of PLX common stock in the offer. No one has been authorized to provide you with information that is different from or in addition to the information contained in and incorporated by reference into this prospectus or the Schedule 14D-9. You should not assume that the information contained in or incorporated by reference into this prospectus is accurate as of any date other than the date of this prospectus.

Except as otherwise specifically noted, IDT, we, our, us and similar words in this prospectus refer to Integrated Device Technology, Inc. and its consolidated subsidiaries. We refer to PLX Technology, Inc. as PLX, to Pinewood Acquisition Corp. as Pinewood and to Pinewood Merger Sub, LLC as Pinewood LLC.

Table of Contents

QUESTIONS AND ANSWERS REGARDING THE TRANSACTION

The following are some of the questions you, as a PLX stockholder, may have about our offer and the merger transactions and our answers to those questions. The Questions and Answers Regarding the Transaction provide important and material information about our offer and the merger transactions that is described in more detail elsewhere in this prospectus, but the Questions and Answers Regarding the Transaction may not include all of the information about our offer and the merger transactions that is important to you. We urge you to carefully read the remainder of this prospectus and the letter of transmittal for our offer because the information in the Questions and Answers Regarding the Transaction is not complete. We have included cross-references in the Questions and Answers Regarding the Transaction to other sections of this prospectus to direct you to the sections of this prospectus in which a more complete description of the topics covered in the Questions and Answers Regarding the Transaction appear.

Q: What is IDT proposing?

A: IDT proposes to acquire all outstanding shares of PLX common stock. We have entered into a merger agreement with PLX pursuant to which we are offering, through Pinewood, our direct wholly-owned subsidiary, to exchange 0.525 of a share of IDT common stock and $3.50 in cash, in each case, subject to adjustment for stock splits, stock dividends and similar events, for each outstanding share of PLX common stock, without interest thereon and less any applicable withholding taxes, or the offer. If the offer is completed, subject to approval by the stockholders of PLX, if necessary, Pinewood will merge with and into PLX. As a result of the offer and the merger, PLX will become a direct wholly-owned subsidiary of IDT. We currently anticipate that, immediately thereafter, if certain conditions are met, PLX will merge with and into Pinewood LLC, our second direct wholly-owned subsidiary, after which Pinewood LLC will continue as the final surviving entity and PLX will cease to exist.

For a more complete description of the merger transactions, please see the section entitled The Merger Agreement The Merger Transactions beginning on page 83 of this prospectus.

Q: Why are IDT and PLX proposing the offer and the merger?

A: IDT and PLX believe that combining the strengths of the two companies is in the best interests of both companies and their respective stockholders. Please see the section entitled Background and Reasons for the Offer and the Merger beginning on page 38 of this prospectus for the numerous factors considered by the boards of directors of PLX and IDT when contemplating the offer and the merger.

Q: What would I receive in exchange for my shares of PLX common stock?

A: For each share of PLX common stock that is validly tendered and not properly withdrawn prior to the expiration of the offer, we are offering (i) 0.525 of a share of common stock of IDT and (ii) $3.50 in cash, in each case, subject to adjustment for stock splits, stock dividends and similar events, as described herein, without interest thereon and less any applicable withholding taxes. We refer to such consideration, or any different consideration per share of PLX common stock that may be paid pursuant to the offer, as the offer consideration. After completion of the offer and upon consummation of the merger, each share of PLX common stock that has not been tendered and accepted for exchange in the offer will be converted in the merger into the right to receive the offer consideration.

We will not issue any fractional shares of IDT common stock pursuant to the offer or the merger. Instead, each PLX stockholder who would otherwise be entitled to a fractional share (after aggregating all fractional shares of IDT common stock that otherwise would be received by such stockholder) will receive (i) for shares of PLX common stock validly tendered and not properly withdrawn pursuant to the offer, cash equal to such fraction multiplied by the closing price of a share of IDT common stock on NASDAQ on the date that Pinewood accepts for exchange at least a majority of the outstanding shares of PLX common stock, calculated on a fully diluted basis or (ii) for all other shares of PLX common stock that convert into the right to receive the offer consideration at the effective time of the merger, cash equal to such fraction multiplied by the closing price of a share of IDT common stock on NASDAQ on the date the merger becomes effective.

v

Table of Contents

Q: What are some of the other factors I should consider in deciding whether to tender my shares of PLX common stock?

A: In addition to the factors described elsewhere in this prospectus, you should consider the following:

As an IDT stockholder, your interest in the performance and prospects of the PLX business would only be indirect and in proportion to your share ownership in IDT. You, therefore, will not realize the same financial benefits of future appreciation in the value of the PLX business, if any, that you might realize if the offer and the merger were not completed and you remained a PLX stockholder;

The failure of the combined company to meet the challenges involved in integrating the operations of IDT and PLX successfully or to otherwise realize any of the anticipated benefits of the offer and the merger could seriously harm the results of operations of the combined company; and

The exchange of PLX common stock for the offer consideration will be fully taxable to PLX stockholders under certain circumstances, including if the conditions to the LLC merger are not met.

We describe various factors PLX stockholders should consider in deciding whether to tender their shares in the offer under Risk Factors on page 22 and Background and Reasons for the Offer and the Merger Other Factors You Should Consider on page 38.

Q: Can I tender shares held in the PLX Employee Stock Ownership Plan (the ESOP)?

A: Yes. You have the right to tender all or a portion of the shares allocated to your ESOP account and receive the same consideration as any other stockholder in the offer, as described above in What would I receive in exchange for my shares of PLX common stock? . The procedure for tendering and/or withdrawing your instructions to Union Bank N.A. (acting on behalf of U.S. Bank National Association), the trustee for the ESOP, or the trustee, to tender all or a portion of the shares allocated to your ESOP account varies slightly from the general procedures for tendering and/or withdrawing a prior offer to tender shares held outside of the ESOP. Information on how to tender and/or withdraw your instruction to tender the shares held in your ESOP account can be found under Procedure for Tendering ESOP Shares on page 57.

Q: Do I have to pay any fees or commissions?

A: If you are the record owner of your shares and you tender your shares in the offer, you will not incur any brokerage fees. If you own your shares through a broker or other nominee who tenders the shares on your behalf, your broker or other nominee may charge you a fee for doing so. You should consult your broker or nominee to determine whether any fees will apply. There are no fees to tender shares allocated to your ESOP account.

Q: Does PLX support the offer and the merger?

A: Yes. The members of the PLX board of directors, at a meeting duly called and held on April 29, 2012, voted unanimously to approve the merger agreement and the transactions contemplated thereby, including the offer and the merger transactions, and determined that the merger agreement and the transactions contemplated thereby, including the offer and the merger transactions, are advisable and fair to, and in the best interests of, PLX s stockholders. The PLX board of directors voted unanimously to recommend that PLX s stockholders accept the offer and tender their shares in the offer. Information about the recommendation of PLX s board of directors is more fully set forth in PLX s Solicitation/Recommendation Statement on Schedule 14D-9, which is being mailed to PLX stockholders together with this prospectus.

Q: What percentage of IDT common stock will PLX stockholders own after the offer and the merger?

A: If we obtain all of the outstanding shares of PLX pursuant to the offer and the merger, former stockholders of PLX would own approximately 14.1% of the outstanding shares of common stock of IDT, based upon the number of outstanding shares of IDT common stock and PLX common stock on June 8, 2012, disregarding

Table of Contents

stock options, and shares of common stock that may be issued by IDT or PLX pursuant to an employee stock plan.

Q: What are the most significant conditions to the acceptance of shares of PLX common stock in the offer?

A: IDT s obligation to accept shares of PLX common stock in the offer is subject to several conditions, including:

- The valid tender, without proper withdrawal, of a number of shares of PLX common stock that, together with shares of PLX common stock then directly or indirectly owned by IDT, represents at least a majority of the outstanding shares of PLX common stock, on a fully diluted basis, and no less than a majority of the voting power of PLX s capital stock, on a fully diluted basis, and entitled to vote upon the adoption of the merger agreement and approval of the merger, which we refer to in this prospectus as the minimum tender condition;

- The expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, which we refer to as the HSR Act;

- The registration statement of which this prospectus is a part having been declared effective by the SEC and not subject to any stop order issued by the SEC or proceeding initiated by the SEC seeking a stop order that has not been concluded or withdrawn; and

- The shares of common stock to be issued by IDT in exchange for the shares of PLX common stock pursuant to the offer and the merger having been approved for listing on NASDAQ.

These and other conditions to the offer are discussed in this prospectus under The Offer Conditions of the Offer beginning on page 54. The offer is not subject to any financing condition.

Q: How long will it take to complete the offer and the merger transactions?

A: We hope to complete the offer by the end of the day on June 20, 2012, at 12:00 midnight, New York City time, which we refer to as the initial expiration of the offer. However, we may decide, or be required, to extend the offer if certain conditions of the offer have not been satisfied by the initial expiration. All references to the expiration of the offer mean the expiration of the offer, as extended. We expect to complete the merger shortly after successful completion of the offer or, if PLX stockholder approval is required, shortly after such approval is obtained either at a special meeting of the PLX stockholders called for that purpose or following the receipt of the requisite approval of PLX stockholders acting by written consent. If the conditions to the offer are satisfied, IDT will have sufficient votes to adopt the merger agreement without the need for any other PLX stockholders to vote in favor of such adoption, as well as the ability to take action by written consent to approve the merger. While we currently expect to complete the LLC merger immediately after the successful completion of the merger, the completion of the LLC merger is subject to different conditions than the offer and the merger; therefore it is possible that the offer and the merger are completed, but the LLC merger is not. Because completion of the offer, the merger and the LLC merger is subject to various conditions, IDT and PLX cannot predict the exact timing of completion of the offer or the merger transactions or whether the offer or the merger transactions will be completed at all.

Q: Under what circumstances can or must you extend your offer beyond the initial expiration of the offer?

A: In the event that the conditions to the offer have not been satisfied or, where permissible, waived, upon the initial expiration of the offer (or as such expiration of the offer may be extended), we are required to extend the offer for successive periods of up to twenty (20) business days until the earlier of such time that all of the conditions to the offer have been satisfied or, where permissible, waived, or the merger

agreement has been terminated in accordance with its terms. We are also required to extend the offer for any periods required by the SEC. We are not required to extend the offer beyond October 30, 2012.

Table of Contents

However, if, as of October 30, 2012, all of the conditions to the offer have been satisfied or, where permissible, waived, other than obtaining the required governmental approval pursuant to the HSR Act or both obtaining the required governmental approval pursuant to the HSR Act and meeting the minimum tender condition, the offer may be extended for an additional three (3) month period until January 31, 2013 at the election of either IDT or PLX, solely to satisfy those conditions. If, as of January 31, 2013, such conditions are still not satisfied, then IDT has the option, in its sole discretion, to extend the offer for an additional three (3) month period to April 30, 2013, solely to satisfy such conditions, provided that the offer may in no event be extended past April 30, 2013. If, at the expiration of the offer, all of the conditions to the offer have been satisfied or, where permissible, waived, we will accept for payment and promptly pay for shares of PLX common stock tendered and not properly withdrawn in the offer. During any extension, all shares of PLX common stock previously tendered and not properly withdrawn will remain deposited with the exchange agent for the offer, subject to your right to withdraw your shares of PLX common stock. If we exercise our right to use a subsequent offering period as described below, we will first consummate the exchange with respect to the shares validly tendered and not properly withdrawn in the initial offer period (as it may be extended).

We may also elect to provide subsequent offering periods of up to twenty (20) business days after the acceptance of shares of PLX common stock upon the expiration of the offer if all of the conditions to the offer have been satisfied or, where permissible, waived, but the total number of shares of PLX common stock that have been validly tendered and not withdrawn pursuant to the offer, together with shares of PLX common stock then directly or indirectly owned by IDT, is not sufficient to allow the exercise of the top-up option described below. You will not have the right to withdraw any shares of PLX stock that you tender in the subsequent offering period.

Q: How do I participate in the offer?

A: You are urged to read this entire prospectus carefully and to consider how the offer and the merger transactions affect you. Then, if you wish to tender your shares of PLX common stock, you should do the following:

If you hold your shares in your own name, complete and sign the enclosed letter of transmittal according to its instructions and return it with your share certificates to Computershare, Inc., exchange agent for the offer, at one of its addresses on the back cover of this prospectus.

If you hold your shares in street name through a broker, ask your broker to tender your shares.

If you have shares allocated to your account under the ESOP, complete and sign the enclosed ESOP instruction form and return it to Computershare, the tabulation agent for the offer, as set forth below:

By Mail:	By Overnight Courier:	By Facsimile:
Computershare	Computershare	Computershare
c/o Voluntary Corporate Actions	c/o Voluntary Corporate Actions	c/o Voluntary Corporate Actions
P.O. Box 43011	250 Royall Street Suite V	(617) 360-6810
Providence, RI 02940-3011	Canton, MA 02021	

For more information about the procedures for tendering your shares, timing of the offer, extensions of the offer period and your rights to withdraw your shares from the offer before the expiration of the offer, please refer to The Offer beginning on page 51.

Q: Do I have to vote to approve the offer or the merger?

A: Because we are extending the offer directly to PLX stockholders, PLX stockholders are not being asked to vote to approve the offer, but approval of the merger by PLX stockholders may be required following the successful completion of the offer. If approval of the merger is required once the offer is completed, it may

Table of Contents

be accomplished solely by us by vote or action by written consent of PLX stockholders under applicable Delaware law because we will own a majority of the shares of PLX common stock at that time. PLX stockholders will receive an information statement relating to our approval of the merger. If we own 90% or more of the outstanding common stock of PLX following completion of the offer or if we exercise our option to purchase additional shares directly from PLX to reach the 90% threshold, the merger can be accomplished without any vote or action by written consent of PLX stockholders under applicable Delaware law.

Q: If I decide not to tender, how will this affect the offer and my shares of PLX common stock?

A: We will not acquire any shares of PLX common stock in the offer unless the minimum tender condition is satisfied. Your failure to tender your shares of PLX common stock will reduce the likelihood that we will receive tenders of a sufficient number of shares of PLX common stock to be able to complete the offer.

The offer is the first step in our acquisition of PLX and is intended to facilitate the acquisition of all outstanding shares of PLX common stock. After completion of the offer, we will cause Pinewood, a direct wholly-owned subsidiary of IDT, to complete a merger with and into PLX with PLX continuing as the surviving corporation, which is referred to throughout this prospectus as the merger. The purpose of the merger will be to acquire all outstanding shares of PLX common stock not exchanged in the offer. In the merger, each outstanding share of PLX common stock (except for shares beneficially owned, directly or indirectly, by IDT, shares held in treasury by PLX and shares held by PLX stockholders who have properly preserved their appraisal rights, if any, under Delaware law) will be converted into the right to receive the offer consideration, subject to appraisal rights to the extent applicable under Delaware law. If the merger takes place, except for your right to an appraisal of your shares of PLX common stock to the extent applicable under Delaware law, the only difference to you between tendering your shares of PLX common stock in the offer and not tendering your shares of PLX common stock is that you will receive cash and shares of IDT common stock earlier if you tender your shares in the offer. An earlier tender of your shares of PLX common stock may, however, help to ensure the satisfaction of the minimum tender condition and the completion of the offer and merger.

Q: Can I withdraw shares that I previously tendered in your offer? Until what time may I withdraw previously tendered shares?

A: Yes. You can withdraw any of the shares of PLX common stock that you previously tendered in our offer at any time until the expiration of the offer, as it may be extended. Once we accept your tendered shares for exchange upon the expiration of our offer, however, you will no longer be able to withdraw them.

Q: How may I change my election to tender?

A: Tender offer elections (whether actual or deemed) are irrevocable, except that shares of PLX common stock tendered pursuant to the offer may be withdrawn at any time prior to the expiration of the offer. After an effective withdrawal, shares of PLX common stock may be retendered with another election by submitting to the exchange agent a completed replacement of the letter of transmittal (and any other documents required by the offer for properly tendering PLX shares) prior to the expiration of the offer.

Q: Have any stockholders of PLX already agreed to tender their shares in your offer?

A: Yes. As inducement to IDT to enter into the merger agreement, PLX directors and certain members of PLX s senior management have signed a tender and support agreement, which we refer to as the support agreement, covering all of the shares of PLX common stock owned by such individuals as of the date of the merger agreement (with the exception of any shares allocated to an ESOP account), as well as any additional shares they may own after such date. The support agreement provides that the signatories thereof will tender their PLX common stock in the offer, provided that doing so does not subject them to

Table of Contents

liability under Section 16(b) of the Exchange Act, and that they will vote any remaining shares that they own for the merger and against any competing proposal or any other action that would materially interfere with or prevent the offer or the merger. The signatories are not required to exercise any unexercised stock options to tender into the offer. In addition, under the terms of the support agreement, each signatory has also agreed to certain restrictions on the transferability of its shares and the transferability of certain voting rights. As of April 30, 2012, the signatories to the support agreement owned in the aggregate 419,682 shares of PLX common stock that are currently outstanding (not including shares issuable upon the exercise of options and restricted stock units), representing approximately 1.0% of the shares of PLX common stock outstanding as of April 30, 2012. See Other Agreements Related to the Transaction Tender and Support Agreement beginning on page 98 of this prospectus.

Q: What is the top-up option and when will it be exercised?

A: Under the merger agreement, if the minimum tender condition is satisfied and we consummate the offer, we have the option, which we refer to as the top-up option, to purchase from PLX additional shares of PLX common stock, subject to the limitations described herein, equal to the lowest number of shares that, when added to the number of shares already owned by IDT, will constitute one share more than 90% of the shares of PLX common stock outstanding immediately after the shares subject to the top-up option are issued, at a cash price per share equal to the sum of (i) $3.50 and (ii) the product of 0.525 and the closing price of a share of IDT common stock on NASDAQ on the last trading day before we exercise the top-up option.

If, as of the expiration of the offer, all of the conditions to the offer have been satisfied or, where permissible, waived, and the shares to be issued pursuant to the top-up option, if exercised, together with all shares that are validly tendered and not properly withdrawn in the offer, would constitute one share more than 90% of the shares of PLX common stock then outstanding, we will exercise the top-up option. If we exercise this option, we will pay the aggregate par value of the shares issued pursuant to the top-up option in cash, and we will issue a promissory note for the remainder of the purchase price, to mature on the first anniversary date of its delivery and bearing interest at the rate of interest per annum equal to the prime lending rate as published in The Wall Street Journal. In no event will the top-up option be exercisable for a number of shares of PLX common stock in excess of PLX s then authorized and unissued shares of common stock.

Q: What will happen to PLX s outstanding options and other stock-based awards in the merger?

A: Immediately prior to the effective time of the merger, or the effective time , each outstanding and unexercised option to acquire shares of PLX common stock, including options granted to PLX officers and employee directors, with an exercise price per share less than $9.00 that is held by an employee of PLX who continues as an employee of IDT or an affiliate of IDT after the effective time will be converted into an option to acquire a number of shares of IDT common stock equal to the number of shares of PLX common stock for which such option was exercisable at the effective time of the merger multiplied by the equity exchange ratio, rounded down to the nearest whole share. The exercise price per share of each such assumed option will be equal to the exercise price per share set forth in the option agreement for such option at the effective time of the merger, divided by the equity exchange ratio (rounded up to the nearest whole cent). The equity exchange ratio will be calculated as a fraction, the numerator of which is the sum of (A) $3.50 plus (B) the product of 0.525 and the average closing sales price for a share of IDT common stock as reported on NASDAQ for the 20 consecutive trading days ending with and including the trading day that is two trading days before the closing date of the merger, and the denominator of which is the average closing sales price for a share of IDT common stock as reported on NASDAQ for the 20 consecutive trading days ending with and including the trading day that is two trading days before the closing date of the merger.

Immediately prior to the effective time, each then outstanding option that is not converted into an option to acquire shares of IDT common stock will be cancelled and converted into a right to receive an amount in

Table of Contents

cash (subject to all applicable withholding and other taxes), if any, equal to (a) the total number of shares of PLX common stock subject to each such stock option that were vested as of the effective time of the merger (including, with respect to employees of PLX who cease to be employees or other service providers immediately prior to the effective time or otherwise in connection with the merger, shares that vested in connection with the merger), multiplied by (b) an amount equal to the excess, if any, of (i) $3.50 plus (ii) the product of the closing price of a share of IDT common stock on the closing date of the merger multiplied by 0.525, over the exercise price per share subject to such option immediately prior to cancellation.

Immediately prior to the effective time of the merger, each restricted stock unit, or RSU, representing a right to receive shares of PLX common stock held by an employee of PLX who continues as an employee of IDT or an affiliate of IDT after the effective time will be converted into an RSU representing a right to receive a number of shares of IDT common stock equal to the number of shares of PLX common stock subject to each RSU as of the effective time of the merger multiplied by the equity exchange ratio described above, rounded down to the nearest whole share. All other RSUs will be cancelled and terminated for no additional consideration.

Q: What are the U.S. federal income tax consequences of the offer and the merger?

A: If the LLC merger is not completed for any reason, the exchange of PLX shares for cash and IDT common stock in the offer and the conversion of PLX shares in the merger will be fully taxable to PLX stockholders, and each PLX stockholder will be required to recognize gain or loss with respect to each share of PLX common stock surrendered in the offer (or converted in the merger) in an amount equal to the difference between (i) the sum of any cash received (including cash received in lieu of a fractional share of IDT common stock) and the fair market value of IDT common stock received and (ii) the tax basis of the shares of PLX common stock surrendered in exchange therefor.

It is a condition to the LLC merger that PLX receive a tax opinion from its counsel to the effect that the offer, the merger and the LLC merger, taken together, will qualify as a reorganization within the meaning of section 368(a) of the Internal Revenue Code of 1986, as amended, or the Code. However, the receipt of such tax opinion is not a condition to the completion of the offer or the merger. Therefore, it is possible that the offer and the merger are completed but that the LLC merger is not. If the LLC merger is completed and assuming the correctness of such tax opinion, a PLX stockholder who receives cash and shares of IDT common stock will recognize gain (but not loss) equal to the lesser of (i) any cash received (other than cash received in lieu of a fractional share of IDT common stock) and (ii) the excess, if any, of (x) the sum of the cash received and the fair market value of the IDT common stock received over (y) such PLX stockholder s tax basis in the shares of PLX common stock exchanged therefor. In addition, such PLX stockholder will recognize gain or loss attributable to cash received in lieu of a fractional share of IDT common stock. PLX stockholders should consult their tax advisors for a full understanding of all of the tax consequences of the offer, the merger and the LLC merger (if it occurs) to them.

See The Offer Material U.S. Federal Income Tax Consequences beginning on page 61 of this prospectus.

The tender of stock allocated to an ESOP account in exchange for merger consideration is not a taxable event. However, you will be subject to tax on the value of your vested ESOP account at the time you elect a distribution unless you make an eligible rollover to an individual retirement account or the tax-qualified retirement plan of an employer.

Q: Are appraisal rights available in either the offer or the merger?

A: Appraisal rights are not available in connection with the offer. However, the merger does entitle PLX stockholders to appraisal rights with respect to their shares of common stock. If the merger is consummated, PLX stockholders at the effective time will have certain rights pursuant to the provisions of Section 262 of the Delaware General Corporation Law, or the DGCL, to demand appraisal of their shares of common

Table of Contents

stock. Under Section 262, PLX stockholders who comply with the applicable statutory procedures (which include not voting or providing written consent in favor of the approval of the merger agreement or the merger and delivering a written demand for appraisal rights to PLX) will be entitled to receive a judicial determination of the fair value of their shares (exclusive of any element of value arising from the accomplishment or expectation of the merger) and to receive payment of such fair value in cash, together with interest, if any, at a rate equal to 5% over the federal reserve discount rate (including any surcharge) compounded quarterly, unless the court in its discretion determines otherwise for good cause shown. This value may be more or less than the value of the consideration that we are offering to exchange and pay for each of your shares in the offer and the merger.

Q: Do the statements on the cover page regarding this prospectus being subject to change and the registration statement filed with the SEC not yet being effective mean that the offer has not commenced?

A: No. As permitted under SEC rules, we may commence the offer without the registration statement, of which this prospectus is a part, having been declared effective by the SEC. We cannot, however, complete the offer and accept for exchange any shares of PLX common stock tendered in the offer until the registration statement is declared effective by the SEC and the other conditions to the offer have been satisfied or, where permissible, waived. The offer commenced on May 22, 2012, the date on which we first mailed this prospectus and the related letter of transmittal to PLX stockholders.

Q: Is IDT s financial condition relevant to my decision to tender my shares in the offer?

A: Yes. Since shares of PLX common stock accepted in the offer will be exchanged in part for shares of IDT common stock, you should consider our financial condition before you decide to tender shares in the offer. In considering IDT s financial condition, you should review carefully both the information in this prospectus as well as the documents incorporated by reference in this prospectus because they contain detailed business, financial and other information about us.

Q: Are there any regulatory clearances or approvals required to complete the offer and the merger?

A: Yes. Our acceptance of the tendered shares of PLX common stock in the offer and the consummation of the offer and the merger is subject to the expiration or termination of the waiting period under the HSR Act. In addition, the SEC must declare the registration statement, of which this prospectus is a part, effective.

Q: Are there any risks related to the proposed transaction or any risks related to owning IDT common stock that I should consider in deciding whether to participate in the exchange offer?

A: Yes. You should carefully review the section entitled Risk Factors beginning on page 22 of this prospectus.

Q: Where can I find more information about IDT and PLX?

A: You can find more information about IDT and PLX as described under Additional Information Where You Can Find Additional Information beginning on page 109.

Q: Whom should I contact if I have more questions about the offer and the merger?

A: You may contact Innisfree M&A Incorporated, the information agent for the offer, toll free at (877) 456-3463. Banks and brokers may call collect at (212) 750-5833.

Table of Contents

CAUTIONARY STATEMENT REGARDING FORWARD LOOKING STATEMENTS

This prospectus, including information included or incorporated by reference into this prospectus, may contain forward-looking statements relating to IDT and/or PLX, including expectations for IDT s proposed acquisition of PLX and other statements identified by words such as expects, anticipates, intends, plans, believes, seeks, estimates, should, may or words of similar meaning.

All statements included herein concerning activities, events or developments that IDT expects, believes or anticipates will or may occur in the future are forward-looking statements. Forward-looking statements are based on current expectations and projections about future events and involve known and unknown risks, uncertainties and other factors that may cause actual results and performance of IDT, PLX and the combined company following the consummation of the offer and the merger transactions to be materially different from any future results or performance expressed or implied by the forward-looking statements, including the following:

- uncertainties as to the timing of the offer and the merger;
- uncertainties as to how many of PLX s stockholders will tender their shares of PLX common stock in the offer;
- the risk that competing offers or acquisition proposals will be made;
- the risk that the offer and the subsequent merger will not close because of a failure to satisfy one or more of the conditions of the offer (including government approvals pursuant to the HSR Act);
- the risk that the announcement and pendency of the transactions contemplated by the merger agreement may make it more difficult to establish or maintain relationships with employees, suppliers and other business partners;
- the risk that stockholder litigation in connection with the exchange offer or the merger may result in significant costs of defense, indemnification and liability;
- the risk that IDT s or PLX s business will have been adversely impacted during the pendency of the offer and the merger;
- the risk that the operations of IDT and PLX will not be integrated successfully; and
- the risk that the expected cost savings and other synergies from the transactions contemplated by the merger agreement may not be fully realized, realized at all or take longer to realize than anticipated.

You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this prospectus or the date of any document incorporated by reference in this prospectus. All subsequent written and oral forward-looking statements concerning the offer and the merger or other matters addressed in this prospectus and attributable to IDT or PLX or any person acting on their behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. Except to the extent required by applicable law or regulation, IDT undertakes no obligation to update these forward-looking statements to reflect events or circumstances after the date of this prospectus or to reflect the occurrence of unanticipated events.

The list of factors discussed under Risk Factors beginning on page 22 that may affect future performance and the accuracy of forward-looking statements is illustrative, but by no means exhaustive. Accordingly, all forward-looking statements should be evaluated with the understanding of their inherent uncertainty.

Table of Contents

SUMMARY

This brief summary highlights selected information from this prospectus. It does not contain all of the information that is important to PLX stockholders. PLX stockholders are urged to read carefully the entire prospectus and the other documents referred to and incorporated by reference in this prospectus to fully understand the offer and the merger transactions. In particular, stockholders of PLX should read the documents attached to this prospectus, including the merger agreement, which is attached as Annex A. For a guide as to where you can obtain more information on IDT, see Additional Information Where You Can Find Additional Information beginning on page 109.

The Offer

We are proposing to acquire all of the outstanding shares of PLX common stock in exchange for shares of IDT common stock and cash. For each outstanding share of PLX common stock, we are offering to exchange (i) 0.525 of a share of IDT common stock and (ii) $3.50 in cash, in each case, subject to adjustment for stock splits, stock dividends and similar events, and without interest thereon and less applicable withholding taxes, through our wholly-owned subsidiary, Pinewood. We refer to this consideration, or any different consideration per share of PLX common stock that may be paid pursuant to the offer, as the offer consideration.

After completion of the offer, IDT will cause Pinewood to complete a merger with and into PLX, with PLX continuing as the surviving corporation, in which each outstanding share of PLX common stock (except for shares beneficially owned, directly or indirectly, by IDT, shares held in treasury by PLX and shares held by PLX stockholders who have properly preserved their appraisal rights, if any, under Delaware law) will be converted into the right to receive the same consideration paid in exchange for each share of PLX common stock in the offer, subject to appraisal rights to the extent applicable under Delaware law. We refer to this merger throughout this prospectus as the merger. If, after the completion of the offer, we beneficially own at least 90% of the outstanding shares of PLX common stock or if we exercise our option to purchase additional shares directly from PLX to reach the 90% threshold, we may effect the merger without the approval of PLX stockholders, as permitted under Delaware law, subject to appraisal rights to the extent applicable under Delaware law. If, on the other hand, after the completion of the offer, we beneficially own more than 50%, but less than 90%, of the outstanding shares of PLX common stock, a meeting of PLX stockholders or an action by written consent and the affirmative vote of at least a majority of the shares of PLX common stock outstanding on the record date for such meeting will be needed to complete the merger. If the conditions to the offer are satisfied, IDT will have sufficient votes to adopt the merger agreement without the need for any other PLX stockholders to vote in favor of such adoption, as well as the ability to take action by written consent to approve the merger.

We currently anticipate that, immediately thereafter, if certain conditions are met, PLX will merge with and into Pinewood LLC, our wholly-owned subsidiary, with Pinewood LLC continuing as the final surviving entity. We refer to this merger throughout this prospectus as the LLC merger, and we refer to the merger and the LLC merger together as the merger transactions.

The number of shares of IDT common stock issued to PLX stockholders in the offer and the merger will constitute approximately 14.1% of the outstanding common stock of the combined company after the merger, based upon the number of outstanding shares of IDT common stock and PLX common stock on June 8, 2012, disregarding stock options, and shares of common stock that may be issued by IDT or PLX pursuant to an employee stock plan.

Exchange of Shares of PLX Common Stock (Page 51)

Upon the terms and subject to the conditions of the offer, promptly after the expiration of the offer, we will accept shares of PLX common stock that are validly tendered and not properly withdrawn in exchange for shares

Table of Contents

of IDT common stock and cash. Each share of PLX common stock validly tendered and not properly withdrawn prior to the expiration of the offer will be exchanged for 0.525 of a share of IDT common stock and $3.50 in cash, in each case, subject to adjustment for stock splits, stock dividends and similar events, and without interest thereon, less applicable withholding taxes.

Timing of the Offer (Page 52)

We commenced the offer on May 22, 2012, the date of distribution of the initial prospectus. The offer is scheduled to expire at the end of the day on June 20, 2012, at 12:00 midnight, New York City time, unless we extend the period of the offer. All references to the expiration of the offer mean the expiration of the offer, as extended.

Conditions of the Offer (Page 54)

The offer is subject to a number of conditions, and IDT will not be required to accept any tendered shares of PLX common stock for exchange if any of these conditions are not satisfied or, where permissible, waived as of the expiration of the offer. These conditions provide, among other things, that:

- there must be validly tendered and not properly withdrawn prior to the expiration of the offer that number of shares of PLX common stock that, together with shares of PLX common stock then beneficially owned, directly or indirectly, by IDT, represents at least a majority of the outstanding shares of PLX common stock, on a fully diluted basis, and no less than a majority of the voting power of PLX s capital stock, on a fully diluted basis, and entitled to vote upon the adoption of the merger agreement and approval of the merger, which we refer to as the minimum tender condition;

- the termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, which we refer to as the HSR Act, or the receipt of the required clearance, consent, authorization or approval for the consummation of the merger;

- the registration statement on Form S-4, of which this prospectus is a part, must have been declared effective by the SEC and not be the subject of any stop order issued by the SEC or proceeding initiated by the SEC seeking a stop order that has not been concluded or withdrawn;

- the shares of IDT common stock issuable in the offer and the merger shall have been authorized for listing on NASDAQ;

- there shall have been no event having a material adverse effect on PLX and no material breaches by PLX of the merger agreement, in each case that have not been cured;

- there shall be no legal impediments to the completion of the offer or the merger;

- PLX s board of directors shall not have changed its recommendation of the offer and the merger agreement in a manner adverse to IDT and such change has not been withdrawn; and

- the merger agreement shall not have been terminated in accordance with its terms.

IDT has agreed with PLX in the merger agreement that it will not consummate the offer unless the conditions set forth in the first, second, third and fourth bullet points in the immediately preceding paragraph are satisfied, or are waived by PLX. The offer is not subject to any financing condition.

Extension, Termination and Amendment (Page 52)

In the event that the conditions to the offer have not been satisfied or, where permissible, waived, upon the initial expiration of the offer (or as such expiration of the offer may be extended), we are required to extend the offer for successive periods of up to twenty (20) business days until the earlier of such time that all of the conditions to the offer have been satisfied or, where permissible, waived, or the merger agreement has been terminated in accordance with its terms. We are also required to extend the offer for any periods required by the SEC. We are not required to extend the offer beyond October 30, 2012.

Table of Contents

However, if, as of October 30, 2012, all of the conditions to the offer have been satisfied or, where permissible, waived, other than obtaining the required governmental approval pursuant to the HSR Act or both obtaining the required governmental approval pursuant to the HSR Act and meeting the minimum tender condition, the offer may be extended for an additional three (3) month period until January 31, 2013 at the election of either IDT or PLX, solely to satisfy those conditions. If, as of January 31, 2013, such conditions are still not satisfied, IDT then has the option, in its sole discretion, to extend the offer for an additional three (3) month period to April 30, 2013, solely to satisfy those conditions, provided that the offer may in no event be extended past April 30, 2013. If, at any expiration of the offer, all of the conditions to the offer have been satisfied or, where permissible, waived, we will accept for payment and promptly pay for shares of PLX common stock tendered and not properly withdrawn in the offer. During any extension, all shares of PLX common stock previously tendered and not properly withdrawn in the offer will remain deposited with the exchange agent for the offer, subject to your right to withdraw your shares of PLX common stock. If we exercise our right to use a subsequent offering period as described below, we will first consummate the exchange with respect to the shares validly tendered and not properly withdrawn in the initial offer period.

In the event the merger agreement is terminated in accordance with its terms prior to the acceptance of any shares of PLX common stock for exchange pursuant to the offer, we will promptly terminate the offer without accepting any shares that were previously tendered.

Subsequent Offering Period (Page 53)

We may elect to provide subsequent offering periods of up to twenty (20) business days after the acceptance of shares of PLX common stock in the offer in accordance with Rule 14d-11 under the Exchange Act if, as of the expiration of the offer, all of the conditions to the offer have been satisfied or, where permissible, waived, but the total number of shares of PLX common stock that have been validly tendered and not withdrawn pursuant to the offer, together with shares of PLX common stock then directly or indirectly owned by IDT, is less than 90% of the total number of shares of PLX common stock then outstanding. If we exercise our right to use a subsequent offering period, we will first consummate the exchange with respect to the shares validly tendered and not properly withdrawn in the initial offer period. You will not have the right to withdraw any shares of PLX common stock that you tender in the subsequent offering period. If we elect to provide a subsequent offering period, we will make a public announcement to that effect no later than 9:00 a.m. New York City time on the next business day after the previously scheduled expiration.

Procedure for Tendering Shares (Page 56)

For you to validly tender shares of PLX common stock pursuant to the offer that you hold in your own name or in street name through a broker, the enclosed letter of transmittal, properly completed and duly executed, along with any required signature guarantees, or an agent s message in connection with a book-entry transfer, and any other required documents, must be transmitted to and received by Computershare, Inc., the exchange agent for the offer, or the exchange agent, at one of its addresses set forth on the back cover of this prospectus, and certificates for tendered shares of PLX common stock must be received by the exchange agent at one of its addresses or those shares of PLX common stock must be tendered pursuant to the procedures for book-entry transfer set forth in The Offer Procedures for Tendering Shares below, and a confirmation of receipt of the tender received, which confirmation we refer to below as a book-entry confirmation, in each case before the expiration of the offer.

The procedure for tendering shares held in your ESOP account differs from the general procedures for tendering shares which are discussed above. Information on how to tender all or a portion of the shares allocated to your ESOP account can be found under The Offer Procedure for Tendering ESOP Shares beginning on page 57.

Table of Contents

Guaranteed Delivery (Page 58)

If you wish to tender shares of PLX common stock pursuant to the offer and your certificates are not immediately available or you cannot deliver the certificates and all other required documents to the exchange agent prior to the expiration of the offer or cannot complete the procedure for book-entry transfer on a timely basis, your shares of PLX common stock may nevertheless be tendered, if you comply with the guaranteed delivery procedures as set forth in The Offer Guaranteed Delivery beginning on page 58.

Withdrawal Rights (Page 59)

You may withdraw any shares of PLX common stock that you previously tendered into the offer at any time before the expiration of the offer by following the procedures described under The Offer Withdrawal Rights on page 59, provided that you will not have the right to withdraw any shares of PLX common stock that you tender in a subsequent offering period as described under The Offer Subsequent Offering Period beginning on page 53. The procedure for withdrawing instructions to tender the shares held in your ESOP account varies from the general withdrawal instructions provided above. Information on how to withdraw the instruction to the Trustee to tender the shares allocated to your ESOP account can be found under The Offer Procedure for Tendering ESOP Shares beginning on page 57.

Effect of a Tender of Shares (Page 59)

By executing a letter of transmittal, you irrevocably appoint our designees as your attorneys-in-fact and proxies, each with full power of substitution, to the full extent of your rights with respect to your shares of PLX common stock tendered and accepted for exchange by us. That appointment is effective if and when, and only to the extent that, we accept the shares of PLX common stock for exchange pursuant to the offer.

We will determine questions as to the validity, form, eligibility including time of receipt, and acceptance for exchange of any tender of shares of PLX common stock, in our sole discretion, and our determination shall be final and binding. We reserve the absolute right to reject any and all tenders of shares of PLX common stock that we determine are not in proper form or the acceptance of or exchange for which may, in the opinion of our counsel, be unlawful.

Delivery of Shares of IDT Common Stock and Cash (Page 60)

Subject to the satisfaction (or, where permissible, waiver) of the conditions to the offer as of the expiration of the offer, we will accept for exchange shares of PLX common stock validly tendered and not properly withdrawn promptly after the expiration of the offer and will exchange such shares of PLX common stock for the offer consideration and cash in lieu of fractional shares for the tendered shares of PLX common stock. In all cases, the exchange of shares of PLX common stock tendered and accepted for exchange pursuant to the offer will be made only if the exchange agent timely receives:

- certificates for those shares of PLX common stock, or a timely confirmation of a book-entry transfer of those shares of PLX common stock in the exchange agent s account at DTC, and a properly completed and duly executed letter of transmittal or a duly executed copy thereof, and any other required documents; or
- a timely confirmation of a book-entry transfer of those shares of PLX common stock in the exchange agent s account at DTC, together with an agent s message as described under The Offer Procedure for Tendering Shares beginning on page 56.

Cash Instead of Fractional Shares of IDT Common Stock (Page 61)

We will not issue any fractional shares of IDT common stock pursuant to the offer or the merger. Rather, IDT will arrange for the exchange agent to make a cash payment in lieu of the fractional shares.

Table of Contents

The Merger Transactions (Page 83)

The merger agreement provides that, following completion of the offer, Pinewood will be merged with and into PLX, with PLX continuing as the surviving corporation. In the event that IDT beneficially owns at least 90% of the outstanding shares of PLX common stock upon completion of the offer, the merger agreement provides that the parties will take all necessary and appropriate action to cause the merger to become effective as soon as practicable following completion of the offer, without a meeting of or an action of written consent by PLX stockholders, by effecting a short-form merger under Delaware law. If the minimum tender condition is met, we have the option, subject to certain limitations described herein, which we refer to as the top-up option, to purchase from PLX additional newly-issued shares of common stock that, when added to the number of shares already owned by IDT, will constitute one share more than 90% of the shares of PLX common stock then outstanding. If, after the completion of the offer, IDT beneficially owns more than 50%, but less than 90%, of the outstanding shares of PLX common stock and IDT s exercise of the top-up option will not result in it owning one share more than 90% of the outstanding shares of PLX common stock, a meeting of PLX stockholders or an action by written consent in lieu of a meeting and the affirmative vote of at least a majority of the shares of PLX common stock outstanding on the record date for such meeting will be needed to complete the merger. If the conditions to the offer are satisfied, IDT will have sufficient votes to adopt the merger agreement without the need for any other PLX stockholders to vote in favor of such adoption, as well as the ability to take action by written consent to approve the merger. We currently anticipate that, immediately thereafter, if certain conditions are met, PLX will merge with and into Pinewood LLC, our wholly-owned subsidiary, with Pinewood LLC continuing as the final surviving entity.

Limited Solicitation of Acquisition Proposals (Page 88)

Go-Shop Period. The merger agreement provides that, during the period, or the go-shop period, beginning on the date of the merger agreement and continuing until 11:59 p.m. (California time) on May 30, 2012, PLX is permitted to, directly or indirectly:

- initiate, solicit, and encourage, whether publicly or otherwise, competing proposals or competing inquiries (as such terms are described under The Merger Agreement Covenants Limited Solicitation of Acquisition Proposals beginning on page 88);

- provide access to PLX s non-public information, but only if the third party to which PLX provides this information signs an acceptable confidentiality agreement, which (i) cannot prohibit PLX from upholding its disclosure obligations under the merger agreement, including the required disclosures to IDT regarding any competing proposal or competing inquiry received from such entity, and (ii) must contain provisions no less favorable to PLX in the aggregate as the provisions of the confidentiality agreement between IDT and PLX. PLX must promptly provide to IDT any material non-public information provided to such third party if IDT has not previously been provided such information; and

- enter into, engage in and maintain discussions or negotiations regarding competing proposals or competing inquiries or cooperate with, assist or participate in or facilitate any such discussions or negotiations or any effort or attempt to make any competing proposal or competing inquiry.

After the go-shop period expires, starting from 12:00 a.m. (California time) on May 31, 2012, which we refer to as the no-shop period start date, the no-shop period will commence. Within 24 hours of the no-shop period start date, PLX must notify IDT in writing of the identity of each party that submitted a competing proposal prior to the no-shop period start date, and together with this notification, provide to IDT a copy of any competing proposal (or, in the event no such copy is available, a reasonably detailed description of the competing proposal) and any modifications to such competing proposal submitted by any party during the go-shop period. The terms competing proposal and competing inquiry are described under The Merger Agreement Covenants Limited Solicitation of Acquisition Proposals beginning on page 88.

Table of Contents

Solicitation after the Go-Shop Period. From and after 12:00 a.m. (California time) on the no-shop period start date, PLX must and must cause each of its subsidiaries and representatives to cease and cause to be terminated any solicitation, encouragement, discussions or negotiations with any third party that may be ongoing with respect to a competing proposal or competing inquiry and request the return or destruction of any non-public information from such third party. From the no-shop period start date until the effective time of the merger or, if earlier, the termination of the merger agreement, PLX has agreed that it and its subsidiaries will not, directly or indirectly:

- engage in any of the activities permitted during the go-shop period summarized above under Go-Shop Period;
- approve, endorse, recommend, execute or enter into, or publicly propose to do so, any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement or similar definitive contract (other than an acceptable confidentiality agreement) with respect to any competing proposal;
- take any action to make the provisions of any takeover statue or any applicable anti-takeover provision in PLX s organizational documents inapplicable to a competing proposal;
- terminate, amend, release, modify or knowingly fail to enforce any provision of, or grant any permission, waiver or request under, any standstill, confidentiality or similar contract entered into by PLX in respect of or in contemplation of a competing proposal (other than to the extent that the PLX board of directors determines in good faith that failure to take any such actions would be reasonably likely to result in a breach of its fiduciary duties under applicable law), or
- propose, resolve or agree to do any of the foregoing.

However, PLX may continue discussions and negotiations with any excluded party until the earlier of (i) June 15, 2012, the fifteenth (15th) day after the no-shop period start date or (ii) such time as such excluded party ceases to be an excluded party for purposes of the merger agreement. The term excluded party is described under The Merger Agreement Covenants Limited Solicitation of Acquisition Proposals beginning on page 88. On May 31, 2012, after the termination of the go-shop period, PLX confirmed that it did not receive any superior proposals (as such term is described under The Merger Agreement Covenants Limited Solicitation of Acquisition Proposals beginning on page 88) during the go-shop period and that no qualifying excluded party would be permitted to engage in any subsequent negotiations.

If, at any time on or after the no-shop period start date and prior to the consummation of the offer, PLX receives a written, bona fide competing proposal that was not solicited in violation of the merger agreement (including from an excluded party) and PLX s board of directors determines in good faith (after consultation with its independent financial advisors and outside legal counsel) that such competing proposal constitutes or would reasonably be expected to lead to a superior proposal (as such term is described under The Merger Agreement Covenants Limited Solicitation of Acquisition Proposals beginning on page 88) as compared to the terms of the merger agreement, and that its failure to take any action would be reasonably likely to result in a breach of its fiduciary duties under applicable law, then PLX and its representatives may:

- furnish to such third party information relating to PLX or any of its subsidiaries (including nonpublic information), so long as such third party signs an acceptable confidentiality agreement and only if PLX promptly provides to IDT any material non-public information given to such third party if IDT has not previously been provided such information; and
- participate in discussions or negotiations with such third party regarding such competing proposal.

From and after the no-shop period start date, PLX must promptly notify IDT (within twenty-four hours) in the event that PLX, any of its subsidiaries or any of its representatives receives (i) any competing proposal or a

6

Table of Contents

competing inquiry, (ii) any request for non-public information relating to PLX or any of its subsidiaries, or requests for information in the ordinary course of business consistent with past practice and unrelated to a competing proposal or (iii) any competing inquiry or request for discussions or negotiations regarding any competing proposal. PLX must indicate the identity of such third parties and provide an copy (or, in the event no such copy is available, a reasonably detailed description) of such competing inquiry, competing proposal, indication or request to IDT, including any modifications thereto. Thereafter, PLX must keep IDT informed on a current basis of the status of any such competing inquiry or competing proposal, and any material developments, discussions and negotiations, including furnishing copies of any revised written proposals or offers relating thereto.

PLX Board of Directors Recommendation (Page 91)

Except as expressly permitted by the terms of the merger agreement, PLX has agreed in the merger agreement that neither its board of directors nor any committee of the board of directors will take, or resolve, agree or publicly propose to take, any of the following actions:

- withhold, withdraw, modify or qualify, in a manner adverse to IDT, its approval or recommendation of the transactions contemplated by the merger agreement, including the offer and the merger transactions;
- fail to include its recommendation of the offer and the merger transactions in the Schedule 14D-9 to be filed by PLX or the proxy statement for a vote of PLX s stockholders on the merger, if necessary;
- fail to publicly recommend against any tender offer or exchange offer for shares of PLX s capital stock that constitutes a competing proposal within ten (10) business days after commencement thereof, or fail to reaffirm its recommendation of the transactions contemplated by the merger agreement within four business days after IDT requests such reaffirmation in writing;
- adopt, approve or recommend any competing proposal received after the date of the merger agreement; or
- cause or permit PLX to enter into any agreement constituting or relating to any alternative acquisition proposal (any of the above actions being referred to as an adverse recommendation change).

Despite the foregoing, the merger agreement provides that at any time before IDT s acceptance of the offer:

- if PLX s board of directors determines in good faith (after consultation with PLX s outside legal counsel) in response to a material development or change in circumstances (that is not a competing proposal or competing inquiry) and that was not known to the PLX board of directors as of the date of the merger agreement, which we refer to as an intervening event, that its failure to make an adverse recommendation change would be reasonably likely to result in a breach of its fiduciary duties, it may withhold, withdraw, modify or qualify in a manner adverse to IDT its approval or recommendation of the merger agreement or the merger transactions, subject to the satisfaction of certain obligations; and
- if PLX receives a bona fide written competing proposal that PLX s board of directors determines in good faith (after consultation with PLX s outside legal counsel and financial advisors) constitutes a superior proposal (after giving effect to all such adjustments which may be offered by IDT and Pinewood in accordance with the merger agreement), and further determines in good faith, after consultation with its legal advisors, that its failure to take action would be reasonably likely to result in a breach of its fiduciary duties under applicable law, PLX may withhold, withdraw, modify or qualify in a manner adverse to IDT its approval or recommendation of the merger agreement and the merger transactions, or otherwise terminate the merger agreement and enter into an agreement with respect to the superior proposal, subject to the conditions provided in the following paragraph.

7

Table of Contents

PLX has agreed not to effect an adverse recommendation change or terminate the merger agreement, in each case, with respect to a superior proposal unless the following obligations are satisfied:

- none of PLX, its subsidiaries or representatives have breached the provisions of the merger agreement pertaining to the treatment of such superior proposal;
- PLX has given IDT and Pinewood written notice of its intent to effect an adverse recommendation change or terminate the merger agreement, identifying the third party and including an unredacted copy of the superior proposal and all relevant documents, referred to as the notice of superior proposal;
- during the four (4) business days following IDT s receipt of the notice of superior proposal, PLX negotiates with IDT and Pinewood in good faith to make adjustments to the merger agreement such that the terms of the superior proposal would no longer be more favorable to PLX s stockholders;
- after such four (4) business day period, PLX s board of directors determines in good faith (after consultation with PLX s outside legal counsel and financial advisors) that the superior proposal continues to constitute a superior proposal; and
- PLX pays the applicable termination fee to IDT, as described below under Termination of the Merger Agreement.

Termination of the Merger Agreement (Page 95)

The merger agreement may be terminated at any time prior to the effective time of the merger by mutual written agreement of IDT and PLX.

The merger agreement may be terminated prior to the effective time of the merger by either IDT or PLX by giving notice of termination to the non-terminating party, subject to certain conditions:

- if the offer expires on or after October 30, 2012 (or on or after January 31, 2013, if either PLX or IDT opts to extend the offer deadline to such date, or on April 30, 2013, if IDT opts to extend the offer deadline to such date) as a result of the non-satisfaction of any condition or requirement of the offer, or the offer is terminated or withdrawn pursuant to its terms without any shares of PLX common stock being purchased; or
- if any court or governmental entity issues a nonappealable final judgment, order, injunction, rule or decree, or takes any other action restraining, enjoining or otherwise prohibiting the offer or the merger.

IDT may terminate the merger agreement at any time prior to Pinewood s acceptance of the shares tendered and not withdrawn pursuant to the offer, subject to certain conditions:

- if PLX s board of directors, or any of its committees, (i) withholds, withdraws, modifies or qualifies, or publicly proposes to do so, in a manner adverse to IDT or Pinewood, its approval or recommendation of the merger agreement or the merger transactions, (ii) fails to include its recommendation for the offer and the merger transactions in the Schedule 14D-9 to be filed by PLX or the proxy statement for a vote of PLX s stockholders on the merger, (iii) fails to publicly recommend against any tender offer or exchange offer that constitutes a competing proposal, (iv) adopts, approves or recommends, or publicly proposes to do so, any competing proposal made or received after the date of the merger agreement or (v) causes or permits PLX to enter into any agreement constituting or relating to any alternative acquisition proposal (any of the above actions being referred to as an adverse recommendation change);

if PLX breaches in any material respect its obligations under the go-shop and no-shop provisions of the merger agreement;

if PLX fails to permit IDT to include its board of directors recommendation in favor of the offer and the merger in the offer documents:

Table of Contents

if within seven (7) business days of the date any competing proposal or material modification thereto is first publicly announced or otherwise communicated to the PLX stockholders, or otherwise within five (5) business days following IDT s written request, PLX fails to issue a press release that expressly reaffirms PLX s board of directors recommendation of the offer and the merger transactions to the extent required pursuant to the terms of the merger agreement;

if PLX s board of directors, or any of its committees, authorizes or publicly proposes to do any of the above;

if PLX breaches any of its representations, warranties, covenants or agreements set forth in the merger agreement, which breach would or would reasonably likely result in a material adverse effect with respect to PLX and therefore the failure of a condition to the offer or the merger, IDT delivers written notice of such breach to PLX and either such breach is not capable of cure or has not been so cured after twenty (20) calendar days of delivery of such notice; or

if, prior to Pinewood s acceptance of and payment for the shares tendered and not withdrawn pursuant to the offer, a material adverse effect with respect to PLX has occurred and is ongoing;

PLX may terminate the merger agreement at any time prior to the consummation of the offer, subject to certain conditions:

if PLX s board of directors accepts a superior proposal in compliance with the merger agreement and PLX enters into an agreement regarding such superior proposal and pays the applicable termination fee;

if IDT breaches any of its representations, warranties, covenants or agreements set forth in the merger agreement, which breach would or would reasonably likely result in a material adverse effect with respect to IDT, PLX delivers written notice of such breach to IDT and either such breach is not capable of cure or has not been so cured after twenty (20) calendar days of delivery of such notice;

if, prior to Pinewood s acceptance of and payment for the shares tendered and not withdrawn pursuant to the offer, a material adverse effect with respect to IDT has occurred and is ongoing; or

if IDT fails to accept for exchange the shares of PLX common stock validly tendered and not withdrawn in the offer in accordance with the terms of the merger agreement, and at such time all of the conditions and requirements of the offer have been satisfied or, where permissible, waived.

Termination Fee (Page 96)

In the event of a termination of the merger agreement by either IDT or PLX under specified circumstances, including with respect to the acceptance of a superior proposal by PLX, PLX will be required to pay IDT a termination fee of $13.20 million, which fee will be $6.27 million if the merger agreement is terminated in connection with PLX s entry into an alternative acquisition agreement with an excluded party, or if such termination of the merger agreement under the specified circumstances occurs prior to the no-shop period start date.

PLX Board of Directors (Page 82)

The merger agreement provides that, upon acceptance for exchange of shares of PLX common stock in the offer, we will be entitled to designate a number of directors of PLX, rounded up to the next whole number, equal to the product of the total number of directors on PLX s board of directors (determined after giving effect to the election of additional directors by IDT) and the percentage of aggregate number of shares of PLX common stock beneficially owned by us bears to the total number of shares of PLX common stock outstanding. This would enable us to control the PLX board of directors after completion of the offer.

9

Table of Contents

Material U.S. Federal Income Tax Consequences (Page 61)

If the LLC merger is not completed for any reason, the exchange of PLX shares for cash and IDT common stock in the offer and the conversion of PLX shares in the merger will be fully taxable to PLX stockholders, and each PLX stockholder will be required to recognize gain or loss with respect to each share of PLX common stock surrendered in the offer or converted in the merger in an amount equal to the difference between (i) the sum of any cash received (including cash received in lieu of a fractional share of IDT common stock) and the fair market value of IDT common stock received and (ii) the tax basis of the shares of PLX common stock surrendered in exchange therefor.

It is a condition to the LLC merger that PLX receive a tax opinion from its counsel to the effect that the offer, the merger and the LLC merger, taken together, will qualify as a reorganization within the meaning of section 368(a) of the Code. However, the receipt of such tax opinion is not a condition to the completion of the offer or the merger. Therefore, it is possible that the offer and the merger are completed but that the LLC merger is not. If the LLC merger is completed and assuming the correctness of such tax opinion, a PLX stockholder who receives cash and shares of IDT common stock will recognize gain (but not loss) equal to the lesser of (i) any cash received (other than cash received in lieu of a fractional share of IDT common stock) and (ii) the excess, if any, of (x) the sum of the cash received and the fair market value of the IDT common stock received over (y) such PLX stockholder s tax basis in the shares of PLX common stock exchanged therefor. In addition, such PLX stockholder will recognize gain or loss attributable to cash received in lieu of a fractional share of IDT common stock. PLX stockholders should consult their tax advisors for a full understanding of all of the tax consequences of the offer, the merger and the LLC merger (if it occurs) to them.

The tender of stock allocated to an ESOP account in exchange for merger consideration is not a taxable event. However, an ESOP participant will be subject to tax on the value of the participant s vested ESOP account at the time the participant elects a distribution unless the participant makes an eligible rollover to an individual retirement account or the tax-qualified retirement plan of an employer.

Appraisal Rights (Page 65)

Under Delaware law, you will not have any appraisal rights in connection with the offer. However, the merger is expected to entitle you to appraisal rights under Section 262 of the Delaware General Corporation Law, which we refer to as the DGCL. A copy of the appraisal rights provisions of the DGCL is attached as Annex C to this prospectus.

Source and Amount of Funds (Page 66)

Neither the offer nor the merger transactions are conditioned upon any financing arrangements. In order to provide the offer consideration and the merger consideration, prepay PLX s bank indebtedness, and pay related fees and expenses, IDT currently expects to (i) use proceeds from the sale of shares of preferred stock of one of its wholly-owned subsidiaries to Bank of America, N.A., or Bank of America, pursuant to a master repurchase agreement IDT signed with Bank of America in June 2011, which we refer to as the repurchase agreement, and (ii) draw funds from $75 million of new financing arranged by IDT with J.P. Morgan Securities LLC and J.P. Morgan Chase Bank, N.A., collectively J.P. Morgan, in connection with the offer and the merger transactions, consisting of a $50 million revolving credit facility, or the revolving credit facility, and an up to $25 million term loan facility, or the term loan facility and together with the revolving credit facility, the J.P. Morgan credit facilities.

Under the repurchase agreement, IDT is obligated to make monthly price differential (as defined in the repurchase agreement) payments to Bank of America based on the outstanding purchase price of the purchased securities at a floating interest rate of LIBOR plus 2.125% which are calculated and accrue on a daily basis, and Bank of America is required to remit to IDT any dividends and other distributions that it receives on the purchased securities, unless an event of default with respect to IDT has occurred and is continuing under the

Table of Contents

repurchase agreement. Loans under the J.P. Morgan credit facilities are expected to bear interest, at IDT s option, at a rate equal to either (a) the ABR, defined as the greatest of (i) J.P. Morgan s prime rate, (ii) the federal funds effective rate plus 0.5% and (iii) the adjusted one-month LIBO rate plus 1.0%, plus the applicable margin, or (b) the adjusted LIBO rate plus the applicable margin. For purposes of the J.P. Morgan credit facilities, applicable margin means 2.5% in respect of loans bearing interest based upon the adjusted LIBO rate and 1.5% in respect of loans bearing interest based upon the ABR.

The sales of the preferred stock pursuant to the repurchase agreement, and the obligations of Bank of America to buy such shares of preferred stock, are subject to terms and conditions customary for transactions of this type, although the transactions contemplated by the repurchase agreement are not conditioned upon the completion of the offer or the merger in any way. IDT may only borrow amounts under the J.P. Morgan credit facilities if the offer is successful, all of the conditions to the offer are satisfied or, where permissible, amended or waived in a manner that is not material and adverse to J.P. Morgan, prior to October 30, 2012. Any amounts borrowed under the term loan facility shall be used in connection with the offer and the merger, and any amounts borrowed under the revolving credit facility may be used in connection with the offer and the merger as well as for general corporate purposes. Neither of the J.P. Morgan credit facilities would be available if the merger agreement were terminated. If the conditions to the transactions pursuant to the repurchase agreement and the conditions to the J.P. Morgan credit facilities are not satisfied, IDT expects that its cash on hand and short-term investments will be sufficient to finance the cash portion of the offer consideration and the merger consideration and the ongoing working capital and other general corporate purposes of the combined company after the consummation of the merger.

IDT currently has no agreement, arrangement or understanding to repay or refinance the J.P. Morgan credit facilities or repurchase the preferred stock under the repurchase agreement after the merger has been completed, other than at the specified repurchase date, with respect to the repurchase agreement, or at their respective stated maturities, with respect to the J.P. Morgan credit facilities.

Regulatory Approvals (Page 69)

We and PLX have agreed pursuant to the merger agreement to use, and cause our respective subsidiaries to use, commercially reasonable efforts to take whatever actions are required to obtain necessary regulatory approvals with respect to the offer and the merger transactions. Other than clearance under the U.S. antitrust laws applicable to the offer and the merger transactions that are described below and that have already been obtained, the SEC declaring the effectiveness of the registration statement of which this prospectus is a part and the filing of certificates of merger under the DGCL with respect to the merger and the LLC merger, we do not believe that any additional governmental filings are required with respect to the offer and the merger transactions.

Under the HSR Act, and the related rules, the merger may not be completed until we and PLX notify and furnish information to the Federal Trade Commission and the Antitrust Division of the United States Department of Justice and specified waiting period requirements have been satisfied.

Accounting Treatment (Page 71)

In accordance with Accounting Standards Codification, or ASC, Topic 805, *Business Combinations*, or ASC 805, IDT will account for the transactions as a purchase business combination. Upon consummation of the transactions, IDT will record the acquisition at cost with cost consisting of the fair value of IDT common stock and stock options issued and the cash consideration issued. The total cost will be allocated based on the fair value of tangible and identifiable intangible assets acquired and liabilities assumed. The excess of cost over the fair value of net assets acquired will be recorded as goodwill.

Table of Contents

Interests of Certain Persons in the Offer and the Merger (Page 72)

Certain PLX directors, officers and stockholders have interests in the offer and the merger that are different from, or are in addition to, those of other stockholders. These interests include:

- the treatment of stock options previously issued to PLX directors and officers;
- severance benefits; and
- the indemnification of directors and officers of PLX against certain liabilities.

In addition, all of the PLX directors and executive officers have entered into a tender and support agreement with IDT, pursuant to which those directors and executive officers will be required to tender and, except as described therein, not withdraw shares of PLX common stock owned by them. See Other Agreements Related to the Transaction Tender and Support Agreement on page 98 of this prospectus.

The boards of directors of PLX and IDT were aware of these interests and considered them, among other matters, when they approved the offer, the merger and the merger agreement.

As of the date of this prospectus, IDT does not beneficially own any shares of PLX common stock.

Comparison of Rights of Holders of IDT Common Stock and PLX Common Stock (Page 103)

IDT and PLX are both organized under the laws of the state of Delaware. As a result of the offer and the merger, PLX s stockholders will become stockholders of IDT, and rights as stockholders will be governed by IDT s certificate of incorporation and bylaws. There are differences between the certificate of incorporation and bylaws of PLX, on the one hand, and the certificate of incorporation and bylaws of IDT, on the other hand.

The Companies

Integrated Device Technology, Inc.

6024 Silver Creek Valley Road

San Jose, California 95138

Telephone: (408) 284-8200

www.idt.com

Integrated Device Technology, Inc., is a Delaware corporation. We design, develop, manufacture and market a broad range of low-power, high-performance mixed signal semiconductor solutions for the advanced communications, computing and consumer industries. Currently, we offer communications solutions for customers within the enterprise, data center and wireless markets. Our computing products are designed specifically for desktop, notebook, sub-notebook, storage and server applications, optimized gaming consoles, set-top boxes, digital TV and smart phones for consumer-based clients.

IDT s common stock is currently quoted on NASDAQ (symbol: IDTI).

PLX Technology, Inc.

870 W. Maude Avenue

Sunnyvale, California 94085

Telephone: (408) 774-9060

www.PLXtech.com

PLX Technology, Inc., incorporated under the laws of Delaware, designs, develops, manufactures, and sells integrated circuits that perform critical system connectivity functions. These interconnect products are

Table of Contents

fundamental building blocks for standards-based electronic equipment. PLX markets its products to major customers that sell electronic systems in the enterprise, consumer, server, storage, communications, PC peripheral and embedded markets.

PLX s common stock is currently quoted on NASDAQ (symbol: PLXT).

Comparative Per Share Market Price and Dividend Information (Page 19)

On April 27, 2012, the last trading day before IDT and PLX announced the offer, IDT common stock closed at $6.67 per share and PLX common stock closed at $4.06 per share. On June 11, 2012, the last trading day prior to the date of this prospectus for which this information was practicably available, IDT common stock closed at $5.20 per share and PLX common stock closed at $5.98 per share.

Neither IDT nor PLX has paid any dividends in the prior two fiscal years and IDT does not anticipate paying any cash dividends on its common stock in the foreseeable future.

Questions About the Offer and the Merger Transactions

If you have any questions about the offer or the merger transactions or if you need additional copies of this prospectus, you should contact our information agent:

INNISFREE M&A INCORPORATED

501 Madison Avenue, 20th Floor

New York, NY 10022

Stockholders Call Toll-Free: (877) 456-3463

Banks and Brokers Call Collect: (212) 750-5833

Table of Contents

SELECTED HISTORICAL FINANCIAL DATA

IDT Summary Selected Historical Consolidated Financial Data

The following table sets forth certain consolidated financial data of IDT. The selected consolidated statements of operations data for the years ended April 1, 2012, April 3, 2011, and March 28, 2010 and the selected consolidated balance sheet data as of April 1, 2012 and April 3, 2011 were derived from the consolidated financial statements included in IDT s Annual Report on Form 10-K for the year ended April 1, 2012 which is incorporated by reference into this prospectus. The selected consolidated statements of operations data for the years ended March 29, 2009 and March 30, 2008 and the selected consolidated balance sheet data as of March 28, 2010, March 29, 2009, and March 30, 2008 are derived from IDT s audited consolidated financial statements, which are not incorporated by reference into this prospectus. You should read these financials together with IDT s Management Discussion and Analysis of Financial Condition and Results of Operations and IDT s historical consolidated financial statements and notes thereto. The historical results are not necessarily indicative of results to be expected in the future.

	Fiscal Years Ended,				
	Apr. 1, 2012	Apr. 3, 2011	Mar. 28, 2010	Mar. 29, 2009	Mar. 30, 2008
	(in thousands, except per share amounts)				
Consolidated Statement of Operations Data:					
Revenues	$ 526,696	$ 605,389	$ 524,162	$ 659,580	$ 779,824
Gross profit	280,506	328,942	223,784	274,513	340,021
Research and development expenses	158,749	154,465	135,683	146,385	156,999
Selling, general and administrative	100,907	103,620	102,923	122,753	159,534
Acquired in-process research and development				5,597	
Goodwill and assets impairment				1,025,685	
Operating income (loss), continuing operations	20,850	70,857	(14,822)	(1,025,907)	23,488
Gain from divestiture	20,656		78,306		
Net income (loss), continuing operations	37,323	93,826	64,721	(1,027,403)	45,400
Gain from divestiture of discontinued operation	45,939				
Loss from discontinued operations, net of tax	(24,802)	(24,175)	(26,298)	(17,764)	(11,221)
Net income (loss)	$ 58,460	$ 69,651	$ 38,423	$ (1,045,167)	$ 34,179
Basic net income (loss) per share:					
Continuing operations	$ 0.26	$ 0.61	$ 0.39	$ (6.11)	$ 0.24
Discontinued operations	$ 0.15	$ (0.16)	$ (0.16)	$ (0.11)	$ (0.06)
Basic net income (loss) per share	$ 0.41	$ 0.45	$ 0.23	$ (6.22)	$ 0.18
Diluted net income (loss) per share:					
Continuing operations	$ 0.26	$ 0.60	$ 0.39	$ (6.11)	$ 0.24
Discontinued operations	$ 0.14	$ (0.15)	$ (0.16)	$ (0.11)	$ (0.06)
Diluted net income (loss) per share	$ 0.40	$ 0.45	$ 0.23	$ (6.22)	$ 0.18
Weighted average shares:					
Basic	143,958	154,511	165,408	168,114	187,213
Diluted	145,848	155,918	165,961	168,114	189,260
Consolidated Balance Sheet Data:					
Cash, cash equivalents and short-term marketable securities	$ 325,459	$ 299,192	$ 343,189	$ 296,073	$ 239,191
Working capital	402,038	357,794	380,662	358,358	316,403
Total assets	717,634	727,460	750,945	678,367	1,781,837
Total long term liabilities	18,752	18,033	44,504	38,441	46,715
Total stockholder s equity	$ 619,388	$ 595,261	$ 599,195	$ 556,017	$ 1,619,771

Table of Contents

PLX Selected Historical Consolidated Financial Data

The following table sets forth certain consolidated financial data of PLX. The selected consolidated statements of operations data for the years ended December 31, 2011, 2010 and 2009 and the selected consolidated balance sheet data as of December 31, 2011 and 2010 were derived from the consolidated financial statements included in PLX s Annual Report on Form 10-K for the year ended December 31, 2011 which is incorporated by reference into this prospectus. The selected statements of operations data set forth below for each of the years ended December 31, 2008 and 2007, and the selected consolidated balance sheet data as of December 31, 2009, 2008 and 2007 are derived from PLX s audited consolidated financial statements, which are not incorporated by reference into this prospectus. PLX s consolidated financial statement data set forth below as of and for the three months ended March 31, 2012 and 2011 are derived from PLX s unaudited financial statements included in its Quarterly Report on Form 10-Q for the quarter ended March 31, 2012, which is incorporated by reference into this prospectus. You should read these financials together with PLX s Management s Discussion and Analysis of Financial Condition and Results of Operations and PLX s historical consolidated financial statements and notes thereto. The historical results been revised for adoption of Financial Accounting Standards Board, or FASB, Accounting Standards Update No. 2011-05, Presentation of Comprehensive Income, and FASB Accounting Standards Update No. 2011-12, Deferral of the Effective Date for Amendments to the Presentation of Reclassifications of Items Out of Accumulated Other Comprehensive Income in Accounting Standards Update No. 2011-05. The historical results are not necessarily indicative of results to be expected in the future.

	Three Months Ended March 31,		Years Ended December 31,				
	2012	2011	2011	2010	2009	2008	2007
	(in thousands, except per share amounts)						
Consolidated Statement of Operations Data:							
Revenues	$ 25,417	$ 28,079	$ 115,789	$ 116,560	$ 82,832	$ 81,068	$ 81,734
Gross profit	14,013	16,005	66,139	68,100	46,932	48,282	49,525
Research and development expenses	11,063	12,860	49,236	35,766	31,387	27,091	24,373
Selling, general and administrative and amortization of intangible assets	10,356	12,190	41,432	35,246	31,035	24,866	25,795
Goodwill and assets impairment						54,272	
Operating income (loss)	(7,406)	(9,045)	(24,529)	(2,912)	(15,490)	(57,947)	(643)
Net income (loss)	$ (7,440)	$ (9,132)	$ (24,823)	$ (3,289)	$ (18,802)	$ (56,530)	$ 1,174
Basic net income (loss) per share	$ (0.17)	$ (0.21)	$ (0.56)	$ (0.08)	$ (0.53)	$ (2.00)	$ 0.04
Diluted net income (loss) per share	$ (0.17)	$ (0.21)	$ (0.56)	$ (0.08)	$ (0.53)	$ (2.00)	$ 0.04
Weighted average shares:							
Basic	44,729	44,511	44,559	38,942	35,653	28,203	28,724
Diluted	44,729	44,511	44,559	38,942	35,653	28,203	29,156
Consolidated Balance Sheet Data:							
Cash, cash equivalents and short-term marketable securities	$ 16,131	$ 15,706	$ 19,646	$ 16,233	$ 38,359	$ 39,542	$ 36,317
Working capital	23,086	21,398	21,340	24,833	49,945	49,153	50,153
Total assets	95,076	113,023	96,818	121,971	84,020	77,260	135,800
Total long term debt	9,000	1,397	2,000	1,731	1,098		
Total stockholder s equity	$ 68,242	$ 89,194	$ 75,219	$ 97,808	$ 71,999	$ 69,203	$ 127,892
Statements of Comprehensive Income (loss)							
Net income (loss)	$ (7,440)	$ (9,132)	$ (24,823)	$ (3,289)	$ (18,802)	$ (56,530)	$ 1,174
Foreign currency translation adjustments	(30)	(12)	(14)	(27)	72	(43)	(42)
Change in unrealized loss on marketable securities, net	(6)	(8)	15	(34)	(263)	229	56
Comprehensive net income (loss)	$ (7,476)	$ (9,152)	$ (24,822)	$ (3,350)	$ (18,993)	$ (56,344)	$ 1,188

Table of Contents

SELECTED UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL DATA

The merger will be accounted for using the acquisition method of accounting in accordance with generally accepted accounting principles, or GAAP. The tangible and intangible assets and liabilities of PLX will be recorded as of the closing at their respective fair values, and assumed by and added to those of IDT. For a detailed description of the acquisition accounting method, see Unaudited Pro Forma Condensed Combined Financial Statements beginning on page 112 of this prospectus.

The following selected unaudited pro forma condensed combined balance sheet information as of April 1, 2012 and the selected unaudited pro forma condensed combined statements of operations information for the year ended April 1, 2012 are based on the separate historical consolidated financial statements of IDT and PLX, which are incorporated by reference into this prospectus and reflect the offer and the merger and apply the assumptions and adjustments described in the notes to the unaudited pro forma condensed combined financial statements beginning on page 116 of this prospectus. The selected unaudited pro forma condensed combined statements of operations for the year ended April 1, 2012 reflect the offer and the merger as if they had been consummated on April 4, 2011 with recurring transaction-related adjustments reflected in the period. The selected unaudited pro forma condensed combined balance sheet as of April 1, 2012 reflects the offer and the merger as if they had been consummated on April 1, 2012. For purposes of these unaudited pro forma condensed combined financial statements, IDT and PLX have made preliminary allocations of the preliminary estimated acquisition consideration based on a combination of 0.525 of a share of IDT common stock and $3.50 in cash for each share of PLX common stock exchanged. The preliminary estimated acquisition consideration has been allocated to the tangible and intangible assets to be acquired and liabilities to be assumed based on preliminary estimates of their fair value as of April 27, 2012. For a discussion of the assumptions and adjustments made in preparing the unaudited pro forma condensed combined financial statements, see Unaudited Pro Forma Condensed Combined Financial Statements, beginning on page 112 of this prospectus.

The pro forma adjustments are based upon available information and assumptions that management believes reasonably reflect the offer and the merger. The selected unaudited pro forma condensed combined financial data do not include the effects of the costs associated with any restructuring or integration activities resulting from the offer and the merger. In addition, the selected unaudited pro forma condensed combined financial data do not include the potential realization of any cost savings from operating efficiencies or synergies resulting from the transaction, nor do they include any potential incremental revenues and earnings that may be achieved with the combined capabilities of the companies. The final acquisition consideration and a final acquisition consideration allocation, which will be determined subsequent to the closing of the merger, and its effect on results of operations, may differ significantly from the pro forma amounts included in the selected unaudited pro forma condensed combined financial statements. These amounts represent the management s best estimate as of the date of this prospectus.

This summary of pro forma data is being provided for illustrative purposes only. IDT and PLX may have performed differently had the offer and the merger occurred prior to the period presented. In addition, since the unaudited pro forma condensed combined financial data have been prepared based on preliminary estimates of acquisition consideration and fair values of assets acquired and liabilities assumed, the actual amounts recorded may differ materially from the information presented. You should not rely on the pro forma per share data presented as being indicative of the results that would have been achieved had IDT and PLX been combined during the period presented or of the future operations of the combined company following the offer and the merger.

Table of Contents

	Year Ended Apr. 1, 2012
Consolidated Statement of Operations Data:	
(in thousands, except per share amounts)	
Revenues	$ 642,485
Operating loss, continuing operations	(15,800)
Gain from divestiture	20,656
Net loss, continuing operations	(4,184)
Basic net loss per share, continuing operations:	
Basic	$ (0.02)
Diluted	$ (0.02)
Weighted average shares:	
Basic	167,448
Diluted	170,730
Consolidated Balance Sheet Data:	
(in thousands)	
Cash, cash equivalents and short-term marketable securities	$ 373,504
Working capital	446,058
Total assets	1,090,067
Total long term liabilities	316,463
Total stockholder s equity	$ 773,604

Table of Contents

UNAUDITED COMPARATIVE PER COMMON SHARE DATA

Set forth below are the IDT and PLX historical and pro forma amounts per share of common stock for basic and diluted net income (loss) and book value. For purposes of the pro forma share amounts we have used the preliminary estimated acquisition consideration based on a combination of 0.525 of a share of IDT common stock and $3.50 in cash for each share of PLX common stock exchanged calculated using the number of PLX common stock and stock options outstanding at April 27, 2012. For a discussion of the assumptions and adjustments made in preparing the unaudited pro forma condensed combined financial statements, see Unaudited Pro Forma Condensed Combined Financial Statements, beginning on page 112 of this prospectus.

The following IDT and PLX historical and pro forma amounts per share of common stock for basic and diluted net income (loss) for the year ended April 1, 2012 and book value as of April 1, 2012 are based on the separate historical consolidated financial statements of IDT and PLX, which are incorporated by reference into this prospectus and reflect the offer and the merger and apply the assumptions and adjustments described in the notes to the unaudited pro forma condensed combined financial statements beginning on page 116 of this prospectus. The combined pro forma per share basic and diluted net income (loss) for the year ended April 1, 2012 reflect the offer and the merger as if they had been consummated on April 4, 2011 with recurring transaction-related adjustments reflected in the period. The combined pro forma per share book value as of April 1, 2012 reflects the offer and the merger as if they had been consummated on April 1, 2012.

The pro forma information below is presented for illustrative purposes only and is not necessarily indicative of the operating results or financial position that would have occurred if the acquisition transactions had been completed on April 4, 2011 for statement of operations purposes and on April 1, 2012 for balance sheet purposes, nor is it necessarily indicative of the future operating results or financial position of the combined company. The financial results may have been different had the companies always been combined. The business of IDT and PLX may have performed differently had the offer and the merger occurred prior to the period presented. In addition, since the unaudited pro forma condensed combined financial data have been prepared based on preliminary estimates of acquisition consideration and fair values of assets acquired and liabilities assumed, the actual amounts recorded may differ materially from the information presented. You should not rely on this information as being indicative of the historical results that would have been achieved had the companies always been combined or of the future results of the combined company. This pro forma information is subject to risks and uncertainties, including those discussed under Risk Factors below.

The historical book value per share is computed by dividing total stockholders equity by the number of shares of common stock outstanding at the end of the period. The pro forma per share income of the combined company is computed by dividing the pro forma total income of the combined company by the pro forma weighted-average number of shares of common stock of the combined company outstanding over the period. The pro forma combined book value per share is computed by dividing total pro forma stockholders equity of the combined company by the pro forma number of shares of common stock of the combined company outstanding at the end of the period. PLX equivalent pro forma combined per share amounts are calculated by multiplying the pro forma combined per share amounts by 0.525, the assumed fraction of a share of IDT common stock that would be exchanged for each share of PLX common stock in the offer and the merger. The PLX equivalent per share amounts do not include the benefits of the cash portion of the acquisition consideration.

	IDT Historical	PLX Historical	Pro Forma Combined	PLX Equivalents (1)
Year Ended April 1, 2012:				
Net income (loss) per share, continuing operations:				
Basic	$ 0.26	$ (0.56)	$ (0.02)	$ (0.01)
Diluted	$ 0.26	$ (0.56)	$ (0.02)	$ (0.01)
Book value per share	$ 4.36	$ 1.68	$ 4.67	$ 2.45

(1) PLX equivalent per share amounts are calculated by multiplying pro forma per share amounts by the exchange ratio of 0.525, the estimated portion of the acquisition consideration to be paid in shares of IDT common stock.

Table of Contents

COMPARATIVE PER SHARE MARKET PRICE AND DIVIDEND INFORMATION

IDT common stock is listed on the NASDAQ Stock Market, under the symbol IDTI . PLX common stock is listed on the NASDAQ Stock Market under the symbol PLXT. The table below sets forth, for the periods indicated and the range of high and low per share sales prices for IDT common stock and PLX common stock as reported on NASDAQ. Neither IDT nor PLX has paid any dividends for the calendar quarters indicated. For current price information, you should consult publicly available sources. For more information on IDT s payment of dividends, see IDT s Dividend Policy below.

IDT and PLX have different fiscal years as discussed above in Selected Unaudited Pro Forma Condensed Combined Financial Data.

IDT Common Stock

	IDT Common Stock	
	High	Low
Fiscal Year 2010		
First Quarter (ended June 28, 2009)	$ 6.74	$ 4.25
Second Quarter (ended September 27, 2009)	$ 7.44	$ 5.69
Third Quarter (ended December 27, 2009)	$ 6.89	$ 5.57
Fourth Quarter (ended March 28, 2010)	$ 6.85	$ 5.26
Fiscal Year 2011		
First Quarter (ended June 27, 2010)	$ 7.18	$ 5.10
Second Quarter (ended September 26, 2010)	$ 6.25	$ 4.82
Third Quarter (ended January 2, 2011)	$ 7.28	$ 5.58
Fourth Quarter (ended April 3, 2011)	$ 8.67	$ 6.26
Fiscal Year 2012		
First Quarter (ended July 3, 2011)	$ 8.74	$ 6.99
Second Quarter (ended October 2, 2011)	$ 8.10	$ 5.10
Third Quarter (ended January 1, 2012)	$ 6.46	$ 4.70
Fourth Quarter (ended April 1, 2012)	$ 7.52	$ 5.47
Fiscal Year 2013		
First Quarter (through June 11, 2012)	$ 7.47	$ 5.06

Table of Contents

PLX Common Stock

	PLX Common Stock	
	High	Low
Fiscal Year 2009		
First Quarter (ended March 31, 2009)	$ 2.79	$ 1.45
Second Quarter (ended June 30, 2009)	$ 4.40	$ 2.21
Third Quarter (ended September 30, 2009)	$ 4.12	$ 2.88
Fourth Quarter (ended December 31, 2009)	$ 3.73	$ 2.99
Fiscal Year 2010		
First Quarter (ended March 31, 2010)	$ 6.10	$ 3.25
Second Quarter (ended June 30, 2010)	$ 6.70	$ 3.73
Third Quarter (ended September 30, 2010)	$ 4.70	$ 3.22
Fourth Quarter (ended December 31, 2010)	$ 4.32	$ 3.00
Fiscal Year 2011		
First Quarter (ended March 31, 2011)	$ 4.22	$ 3.12
Second Quarter (ended June 30, 2011)	$ 3.72	$ 3.20
Third Quarter (ended September 30, 2011)	$ 3.94	$ 2.71
Fourth Quarter (ended December 31, 2011)	$ 3.39	$ 2.52
Fiscal Year 2012		
First Quarter (ended March 31, 2012)	$ 4.16	$ 2.73
Second Quarter (through June 11, 2012)	$ 6.71	$ 3.70

As of June 8, 2012, there were 717 holders of record of IDT common stock and 122 holders of record of PLX common stock.

The above tables show only historical comparisons. These comparisons may not provide meaningful information to PLX stockholders in determining whether to tender their shares in the offer or to adopt the merger agreement and the transactions contemplated by the merger agreement, including the merger. PLX stockholders are urged to obtain current market quotations for IDT and PLX common stock and to review carefully the other information contained in this prospectus or incorporated by reference into this prospectus in considering whether to tender their shares in the offer or to adopt the merger agreement. See the section entitled Additional Information Where You Can Find Additional Information beginning on page 109 of this prospectus.

IDT s Dividend Policy

IDT has never declared or paid any cash dividends on its common stock. At this time, IDT intends to retain any future earnings for use in its business and does not anticipate paying cash dividends on its common stock in the foreseeable future.

Comparative Market Value of Securities

The following table sets forth the closing price per share of IDT common stock and the closing price per share of PLX common stock on April 27, 2012 (the last business day preceding the public announcement of the merger) and June 11, 2012 (the most recent practicable trading date). The table also presents the equivalent market value per share of PLX common stock calculated by (i) multiplying the closing price for one share of IDT common stock by the exchange ratio of 0.525 and (ii) adding the cash consideration per share of $3.50.

You are urged to obtain current market quotations for shares of IDT common stock and PLX common stock before making a decision with respect to the offer and the merger. No assurance can be given as to the market

Table of Contents

prices of IDT common stock or PLX common stock at the consummation of the offer and the closing of the merger. Because the offer consideration will not be adjusted for changes in the market price of IDT common stock, the market value of the shares of IDT common stock that holders of PLX common stock will receive at the acceptance of the offer and the effective time of the merger may vary significantly from the market value of the shares of IDT common stock that holders of PLX common stock would have received if the offer and the merger were completed on the date of the merger agreement or on the date of this prospectus.

	Closing Price per Share	
	April 27, 2012	June 11, 2012
IDT Common Stock	$ 6.67	$ 5.20
PLX Common Stock	$ 4.06	$ 5.98
PLX Common Stock Equivalent Market Value	$ 7.00	$ 6.23

Table of Contents

RISK FACTORS

The offer and the merger involve a high degree of risk. By participating in the offer, PLX stockholders will be choosing to invest in IDT common stock. An investment in IDT common stock also involves a high degree of risk. In addition to the other information contained in this prospectus, you should carefully consider the risks involved in the offer and the merger transactions, including the following risk factors and those incorporated by reference into this prospectus, in deciding whether to tender your shares of PLX common stock.

Risks Related to the Offer and the Merger Transactions

The per share exchange ratio of the offer is fixed and will not be adjusted. Because the market price of shares of IDT common stock may fluctuate, PLX stockholders cannot be sure of the market value of the shares of IDT common stock that will be issued in connection with the offer and the merger.

Each outstanding share of PLX common stock will be exchanged for the right to receive (i) 0.525 of a share of IDT common stock, or the per share exchange ratio, and (i) $3.50 in cash, in each case, subject to adjustment for stock splits, stock dividends and similar events, without interest thereon and less any applicable withholding taxes, upon consummation of the offer and the merger. The per share exchange ratio is fixed and will not be adjusted in case of any increases or decreases in the price of IDT common stock or PLX common stock, except as a result of stock splits, stock dividends and similar events or otherwise pursuant to the merger agreement. If the price of IDT common stock declines (which may occur as the result of a number of reasons (many of which are out of our control), including as a result of the risks described in the section of this prospectus entitled Risk Factors), PLX stockholders will receive less value for their shares upon exchange of tendered shares in the offer or consummation of the merger than the value calculated pursuant to the per share exchange ratio on the date the offer was announced. Because the offer and the merger may not be completed until certain conditions have been satisfied or, where permissible, waived (please see the section of this prospectus entitled The Exchange Offer Conditions of the Offer), a significant period of time may pass between the commencement of the offer and the time that IDT accepts shares of PLX common stock for exchange. Therefore, at the time you tender your shares pursuant to the offer, you will not know the exact market value of the shares of IDT common stock that will be issued if IDT accepts such shares for exchange. However, tendered shares of PLX common stock may be withdrawn at any time prior to the time they are accepted for exchange pursuant to the offer. Please see the section entitled Comparative Market Price and Dividend Information for the historical high and low sales prices per share of IDT and PLX common stock, as well as cash dividends per share of IDT and PLX common stock respectively.

PLX stockholders are urged to obtain current market quotations for IDT and PLX common stock when they consider whether to tender their shares of PLX common stock pursuant to the offer.

Even if the offer is completed, full integration of PLX s operations with IDT s may be delayed if Pinewood does not acquire at least 90% of the issued and outstanding shares pursuant to the offer.

The offer is subject to a condition that, before the expiration of the offer, there shall have been validly tendered and not properly withdrawn at least a majority of PLX common stock on a fully diluted basis. If Pinewood acquires at least 90% of the issued and outstanding shares, the merger will be able to be effected as a short-form merger under Delaware law. A short form merger would enable IDT to complete the acquisition of PLX without any action on the part of other PLX stockholders. If Pinewood does not acquire at least 90% of the issued and outstanding shares pursuant to the offer or the top-up option, if exercised, PLX will be required to hold a stockholder meeting following the filing with the SEC and mailing of a proxy statement or obtain an action by written consent in lieu of such meeting with a requirement to file with the SEC and mail PLX s stockholders an information statement with information similar to that which would be included in a proxy statement for a meeting, in order to obtain the approval of PLX stockholders to consummate the merger. Although this would not prevent the merger from occurring because Pinewood would hold sufficient shares to approve the merger without the need for any other PLX stockholders to vote in favor of such adoption, as well as the ability to take action by written consent to approve the merger, it would delay the completion of the merger and could delay the realization of some or all of the anticipated benefits from integrating PLX s operations with IDT s operations.

Table of Contents

If the value of PLX s business, together with any synergies to be achieved from its combination with IDT, is less than the value of the cash and stock to be issued in connection with the offer and the merger, the price of IDT common stock could decrease.

It is possible that the price of the common stock of the combined company will decrease following consummation of the offer and/or the merger. To the extent that the price of the common stock declines as a result of the belief that the value of the cash and stock to be issued in connection with the offer and the merger, plus transaction costs, is greater than the value of PLX s business, together with any synergies to be achieved from its combination with IDT, the offer and the merger could have a dilutive effect on the value of the common stock held by IDT stockholders.

Uncertainty regarding the offer and the merger may cause customers, suppliers and channel partners to delay or defer decisions concerning IDT and PLX and adversely affect each company s business, financial condition and operating results.

The offer and the merger will occur only if stated conditions are met, many of which are outside the control of IDT and PLX, and both parties also have rights to terminate the merger agreement under specified circumstances. Accordingly, there may be uncertainty regarding the completion of the offer and the merger. This uncertainty may cause customers and suppliers to delay or defer decisions concerning IDT or PLX products, which could negatively affect their respective businesses. Customers and suppliers may also seek to change existing agreements with IDT or PLX as a result of the offer and the merger. Any delay or deferral of those decisions or changes in existing agreements could have a material adverse effect on the respective businesses of IDT and PLX, regardless of whether the offer and the merger are ultimately completed. Moreover, diversion of management focus and resources from the day-to-day operation of the business to matters relating to the offer and the merger could have a material adverse effect on each company s business, regardless of whether the offer and the merger are completed.

Antitrust authorities may attempt to delay or prevent the consummation of the offer and the merger transactions.

IDT and PLX made premerger filings under the HSR Act with the Federal Trade Commission and the Antitrust Division of the U.S. Department of Justice on May 7, 2012. Effective June 5, 2012, following consultation with the Federal Trade Commission and PLX, IDT voluntarily withdrew its Notification and Report Form with respect to the offer and the merger. IDT re-filed its Notification and Report form on June 6, 2012. Until the required governmental approvals pursuant to the HSR Act are obtained, IDT may not accept any shares of PLX common stock that are tendered and not properly withdrawn pursuant to the terms of the offer. The completion of the offer is conditioned upon the receipt of all required governmental approvals pursuant to the HSR Act for IDT s acquisition of PLX and no court or other governmental authority prohibiting the consummation of the offer or the merger transactions. PLX stockholders should be aware that all required governmental approvals may not be timely obtained and could result in a significant delay in the consummation of the offer or the merger transactions.

A lawsuit has been filed and other lawsuits may be filed against PLX, the members of its board of directors, IDT and Pinewood challenging the proposed offer and the merger transactions, and an adverse judgment in any such lawsuit may prevent the offer from being consummated or the merger transactions from becoming effective or from being consummated or becoming effective within the expected timeframe, and may result in costs to PLX and IDT.

PLX stockholders, as plaintiffs, may initiate stockholder class action lawsuits seeking, among other things, to enjoin the offer and the merger transactions. One of the conditions to the consummation of the offer is no court or governmental entity has issued a judgment, order, injunction, rule or decree, or taken any other action binding upon or applicable to the parties which would make illegal, restrain, or prohibit the consummation of the transactions contemplated by the merger agreement.

Table of Contents

One such lawsuit was filed to date on May 14, 2012, and is described below under Certain Legal Matters Stockholder Litigation Relating to the Offer and the Merger.

PLX has obligations under certain circumstances to hold harmless and indemnify each of the defendant directors against judgments, fines, settlements and expenses related to claims against such directors and otherwise to the fullest extent permitted under Delaware law and PLX s certificate of incorporation and bylaws. Such obligations may apply to any such stockholder class action lawsuits, if initiated. There can be no assurance that PLX and the other defendants in these lawsuits will be successful in their defenses. An unfavorable outcome in any of the lawsuits could prevent or delay the consummation of the offer and the mergers and result in substantial costs to PLX or IDT or both.

Any delay or failure in the completion of the transaction with IDT could materially and adversely affect PLX s results of operations and PLX s stock price.

If the offer is not consummated or the merger is not completed for any reason:

- PLX will remain liable for significant transaction costs relating to the offer and the merger;
- under some circumstances, PLX may have to pay a termination fee to IDT of $13.2 million, or if such termination occurs under such circumstances prior to the no-shop period start date or in connection with a transaction to be entered into with an excluded party (as defined in the merger agreement), a termination fee of $6.27 million, plus any expenses incurred by IDT in seeking the reimbursement of such termination fee; see The Merger Agreement Termination of the Merger Agreement Termination Fee beginning on page 96 of this prospectus;
- any operational investments that PLX may delay due to the pending transaction would need to be made, potentially on an accelerated time frame, which could then prove costly and more difficult to implement;
- the market price of PLX s common stock may decline to the extent that the current market price reflects a market belief that the offer and the merger will be completed; and
- if the offer and the merger transactions are not completed, IDT and PLX would fail to derive the benefits expected to result from the offer and the merger transactions.

Additionally, the announcement of the pending offer and merger may lead to uncertainty for PLX s employees and its customers and suppliers. This uncertainty may mean:

- the attention of PLX s management and employees may be diverted from day-to-day operations; and
- PLX s ability to attract new employees and retain existing employees may be harmed by uncertainties associated with the merger.

The occurrence of any of these events individually or in combination could materially and adversely affect PLX s results of operations and stock price.

Consummation of the offer may adversely affect the liquidity of the shares of PLX common stock not tendered in the offer.

If the offer is completed but not all shares of PLX common stock are tendered in the offer, the number of PLX stockholders and the number of shares of PLX common stock publicly held will be greatly reduced. As a result, the closing of the offer could adversely affect the liquidity and market value of the remaining shares of PLX common stock held by the public.

24

Table of Contents

The merger agreement limits PLX s ability to pursue alternative transactions, and in certain instances requires payment of a termination fee, which could deter a third party from proposing an alternative transaction.

The merger agreement has terms and conditions that allow PLX to solicit and pursue alternative transactions for a defined period and subject to conditions that keep IDT informed about alternative transactions and allow IDT to match defined competing proposals. These go shop and no shop provisions limit PLX s ability to discuss, facilitate or commit to an alternative transaction after a designated thirty (30) day go shop period. See The Merger Agreement Covenants Limited Solicitation of Acquisition Proposals beginning on page 88 of this prospectus. In addition, under specified circumstances, PLX is required to pay a termination fee of $13.2 million if the merger agreement is terminated or, if such termination occurs under such circumstances prior to the no-shop period start date or in connection with a transaction to be entered into with an excluded party (as defined in the merger agreement), $6.27 million.

Although the go shop provision is intended to provide PLX the ability to conduct a reasonable market check on the adequacy of the consideration payable to PLX stockholders pursuant to the merger agreement, it is possible that these or other provisions of the merger agreement might discourage a potential competing acquiror that might have an interest in acquiring all or a significant part of PLX from considering or proposing an acquisition, or might result in a potential competing acquiror proposing to pay a lower per share price to acquire PLX than it might otherwise have proposed to pay.

Officers and directors of PLX have potential conflicts of interest in the transaction.

PLX stockholders should be aware of potential conflicts of interest and the benefits available to PLX directors when considering PLX s board of directors recommendation to participate in the offer and approve the merger. PLX officers and directors have compensatory arrangements that may provide them with interests in the transaction that are different from, or in addition to, the interests of PLX stockholders, including stock options held by PLX directors that are to be cancelled for cash payments under the merger agreement, stock options held by PLX officers that are expected to be assumed by IDT in connection with the merger agreement, and a PLX severance plan for PLX officers that provides certain double trigger severance benefits consisting of cash payments, continued benefits and accelerated vesting of options if there is a change in control of PLX (which includes the merger) and a defined termination of the officer s employment occurs within two years following the change in control. These and other potentially conflicting interests are described in further detail in Interests of Certain Persons in the Offer and the Merger Interests of the PLX Directors and Officers beginning on page 72.

In addition, IDT has agreed to indemnify former PLX directors and executive officers for actions or events occurring prior to the consummation of the merger. See Interests of Certain Persons in the Offer and the Merger Interests of the PLX Directors and Officers beginning on page 72.

PLX stockholders will have a reduced ownership and voting interest after the merger.

After completion of the merger, PLX stockholders will own a significantly smaller percentage of the combined company and its voting stock than they currently own of PLX. Following completion of the merger, PLX stockholders will own approximately 14.1% of the combined company based on the number of shares of IDT common stock and PLX common outstanding as of June 8, 2012. Consequently, PLX stockholders will not be able to exercise as much influence over the management and policies of the combined company as they currently exercise over PLX.

IDT and PLX will incur significant costs associated with the offer and the merger transactions.

IDT and PLX expect to incur significant costs associated with transaction fees, professional services and other costs related to the offer and the merger transactions. IDT estimates that it will incur approximately $6.9 million in transaction costs related to the offer and the merger transactions. PLX estimates that PLX will incur direct transaction

Table of Contents

costs of approximately $4.8 million in connection with the transactions, approximately $2.3 million of which is not contingent upon consummation of the transaction. IDT and PLX believe the combined entity may incur additional charges to operations, which are not currently reasonably estimable, in the quarter in which the merger is completed or the following quarters, to reflect costs associated with integrating the two companies. There can be no assurance that the combined company will not incur additional material charges in subsequent quarters to reflect additional costs associated with the merger and the integration of the two companies.

The unaudited pro forma financial information included in this document may not be indicative of what IDT s actual financial position or results of operations would have been.

The unaudited pro forma financial information in this document is presented for illustrative purposes only and is not necessarily indicative of what IDT s actual financial position or results of operations would have been had the merger been completed on the dates indicated. The unaudited pro forma financial information reflects preliminary adjustments determined by IDT management to allocate the purchase price of PLX s net assets. Subsequent to the merger completion date, IDT will retain a valuation professional to assist management with the determination of the fair value of select tangible and intangible assets. Based on this determination and as other information becomes available, there will be further refinements to the purchase price allocation. Accordingly, the final purchase accounting adjustments may differ materially from the pro forma adjustments reflected in this document, and in particular, we would expect some amounts to be allocated to intangible assets that are currently allocated to goodwill as described below. See Unaudited Pro Forma Condensed Combined Financial Statements beginning on page 112 for more information.

The offer and the merger may be fully taxable to PLX stockholders for U.S. federal income tax purposes.

If the LLC merger is not completed, either in accordance with the terms of the merger agreement or otherwise, or if the offer, the merger and the LLC merger, taken together, fail to qualify as a reorganization for U.S. federal income tax purposes (including if the Internal Revenue Service, or the IRS, successfully challenges the treatment of the offer and the merger transactions, taken together, as a reorganization), the receipt of shares of IDT common stock and cash for shares of PLX common stock in the merger will be fully taxable to PLX stockholders for U.S. federal income tax purposes.

Pursuant to the merger agreement, the LLC merger will not be completed, and the merger will be structured as a fully taxable transaction to PLX stockholders for U.S. federal income tax purposes, if any of the conditions described in the first paragraph under the section entitled The Offer Material U.S. Federal Income Tax Consequences Transaction Structure on page 62 of this prospectus is not satisfied. Accordingly, we cannot assure you that the LLC merger will occur or that the transaction will not be fully taxable to you. As a result, you should consider the possibility that the offer and the merger will be a fully taxable transaction for U.S. federal income tax purposes.

PLX stockholders are strongly urged to consult their tax advisors to determine the specific tax consequences to them of the offer and the merger, including any U.S. federal, state or local, or non-U.S. or other tax consequences. For more information, see The Offer Material U.S. Federal Income Tax Consequences beginning on page 61 of this prospectus.

Risks Related to IDT and the Combined Company

The integration of the businesses and operations of IDT and PLX involves risks, and the failure to integrate successfully the businesses and operations in the expected time frame may adversely affect the future results of the combined company.

The failure of the combined company to meet the challenges involved in integrating the operations of IDT and PLX successfully or to otherwise realize any of the anticipated benefits of the merger could seriously harm the results of operations of the combined company. The ability of the combined company to realize the benefits

Table of Contents

of the merger will depend in part on the timely integration of organizations, operations, procedures, policies and technologies, as well as the harmonization of differences in the business cultures of the two companies and retention of key personnel. The integration of the companies will be a complex, time-consuming and expensive process that, even with proper planning and implementation, could significantly disrupt the businesses of IDT and PLX. The challenges involved in this integration include the following:

- implementing our distribution, point of sale and inventory management systems;
- combining our respective product offerings;
- preserving customer, supplier and other important relationships of both IDT and PLX and resolving potential conflicts that may arise;
- minimizing the diversion of management attention from ongoing business concerns;
- addressing differences in the business cultures of IDT and PLX to maintain employee morale and retain key employees; and
- coordinating and combining geographically diverse operations, relationships and facilities, which may be subject to additional constraints imposed by distance and local laws and regulations.

The combined company may not successfully integrate the operations of IDT and PLX in a timely manner, or at all, and the combined company may not realize the anticipated benefits or synergies of the merger to the extent, or in the time frame, anticipated. The anticipated benefits and synergies are based on projections and assumptions, not actual experience, and assume a successful integration. In addition to the integration risks discussed above, the combined company s ability to realize these benefits and synergies could be adversely affected by practical or legal constraints on its ability to combine operations. If IDT fails to manage the integration of these businesses effectively, its growth strategy and future profitability could be negatively affected, and it may fail to achieve the intended benefits of the offer and the merger transactions.

The offer and the merger transactions may not be accretive and may cause dilution to the combined company s earnings per share, which may negatively affect the price of IDT common stock following consummation of the offer and the merger.

IDT currently anticipates that the offer and the merger will be accretive to the non-GAAP earnings per share of the combined company by the third fiscal quarter of 2013, assuming the offer and the merger are consummated as early as IDT s first fiscal quarter of 2013, with more significant accretion by fiscal year 2014. This expectation is based on preliminary estimates and assumes certain synergies expected to be realized by the combined company during such time. Such estimates and assumptions could materially change due to additional transaction-related costs, the failure to realize any or all of the benefits expected in the transaction or other factors beyond the control of IDT and PLX. All of these factors could delay, decrease or eliminate the expected accretive effect of the offer and the merger transactions and cause resulting dilution to the combined company s earnings per share which could negatively affect the price of the IDT common stock.

We currently expect to take on significant debt to finance the transactions contemplated by the merger agreement, and such increased debt levels could adversely affect its business, cash flow and results of operations.

We currently expect to borrow up to $185 million in connection with the consummation of the offer and the merger, which will significantly increase IDT s outstanding indebtedness and interest expense. In order to provide the merger consideration, prepay PLX s bank indebtedness, and pay related fees and expenses, we currently expect to sell shares of preferred stock of one of our wholly-owned subsidiaries to Bank of America, N.A., or Bank of America, pursuant to a master repurchase agreement we signed with Bank of America in June 2011, which we refer to as the repurchase agreement. In addition, we have arranged commitments for $75 million of new financing with J.P. Morgan Securities LLC and J.P. Morgan Chase Bank, N.A., collectively J.P. Morgan, in connection with the offer and the merger, which we refer to as the J.P. Morgan credit facility.

27

Table of Contents

The degree to which we are leveraged under the repurchase agreement and the credit facility will increase our interest expense and could have other important consequences, such as:

- increasing our vulnerability to adverse economic and industry conditions;
- requiring us to dedicate a significant portion of our cash flow from operations and other capital resources to principal and interest, thereby reducing our ability to fund working capital, capital expenditures and other cash requirements;
- limiting our flexibility to plan for, or react to, changes and opportunities in, our industry, which may place us at a competitive disadvantage; and
- limiting our ability to incur additional debt or obtain other additional financing on acceptable terms, if at all.

These financing arrangements, and any restrictions included therein, may have an adverse impact on IDT s business, cash flow and results of operations, and could adversely affect the value of IDT s common stock.

In addition, the terms of the financing obligations under the repurchase agreement and the J.P. Morgan credit facility include restrictions, such as affirmative and negative covenants, conditions to the transactions and the pledge of security interests in certain of IDT s assets. A failure to comply with these restrictions could result in a default under the repurchase agreement or the J.P. Morgan credit facility or could require us to obtain waivers from Bank of America or J.P. Morgan for failure to comply with these restrictions. In addition, our ability to meet our obligations, including any repayment obligations, under the repurchase agreement and the J.P. Morgan credit facility will depend on our future performance, which will be subject to financial, business, and other factors affecting our operations, many of which are beyond our control. The occurrence of a default that remains uncured or the inability to secure a necessary consent or waiver could have a material adverse effect on IDT s business, financial condition or results of operations.

Risks related to the combined company and unanticipated fluctuations in the combined company s quarterly operating results could affect the combined company s stock price.

Each of IDT and PLX believes that quarter-to-quarter comparisons of its financial results are not necessarily meaningful indicators of the future operating results of the combined company and should not be relied on as an indication of future performance. If the combined company s quarterly operating results fail to meet the expectations of analysts, the trading price of IDT common stock following the offer and the merger could be negatively affected. IDT and PLX cannot be certain that the business strategy of the combined company will be successful or that it will successfully manage these risks. If the combined company fails to adequately address any of these risks or difficulties, its business would likely suffer.

IDT s acquisition of PLX could trigger certain provisions contained in PLX s agreements with third parties that could permit such parties to terminate those agreements.

PLX may be a party to agreements that permit a counter-party to terminate an agreement or receive payments because the offer or the merger transactions would cause a default or violate an anti-assignment, change of control or similar clause in such agreement. If this happens, IDT may have to seek to replace that agreement with a new agreement or make additional payments under such agreement. However, IDT may be unable to replace a terminated agreement on comparable terms or at all. Depending on the importance of such agreement to PLX s business, the failure to replace a terminated agreement on similar terms or at all, and requirements to pay additional amounts, may increase the costs to IDT of operating PLX s business or prevent IDT from operating PLX s business.

Global economic conditions, including those related to the credit markets, may adversely affect our business and results of operations.

Adverse changes in global financial markets and rapidly deteriorating business conditions in the world s developed economies in late 2008 and the first half of calendar year 2009 resulted in a significant global

28

Table of Contents

economic recession. Continuing concerns about the impact of high energy costs, geopolitical issues, the availability and cost of credit, the U.S. mortgage market, a declining real estate market in the U.S. and sovereign debt crises in Europe and the U.S. have contributed to instability in both U.S. and international capital and credit markets, weakened demand and diminished expectations for the U.S. and global economy. These conditions, and the resulting low business and consumer confidence, and high unemployment have contributed to substantial volatility in global capital markets and uncertain demand for our products throughout fiscal 2010, fiscal 2011, and in fiscal 2012. It is difficult for our customers, our vendors, and us to accurately forecast and plan future business activities in this economic environment.

The economic slowdown resulted in reduced customer spending for semiconductors and weakened demand for our products, which had a negative impact on our revenue, gross profit, results of operations and cash flows during fiscal 2010, 2011 and 2012. Global credit markets continue to be volatile and sustainable improvement in global economic activity is uncertain. Should the rate of global economic growth falter, customer demand for our products may continue to decline, which is likely to have a negative impact on our revenue, gross profit, results of operations and cash flows. Reduced customer spending and weakened demand may drive the semiconductor industry to reduce product pricing, which would also have a negative impact on our revenue, gross profit and results of operations and cash flows. In addition, the semiconductor industry has traditionally been highly cyclical and has often experienced significant downturns in connection with, or in anticipation of, deterioration in general economic conditions and we cannot accurately predict how severe and prolonged any downturn might be.

The cyclicality of the semiconductor industry exacerbates the volatility of our operating results.

The semiconductor industry is highly cyclical. The semiconductor industry has experienced significant downturns, often in connection with product cycles of both semiconductor companies and their customers, but also related to declines in general economic conditions. These downturns have been characterized by volatile customer demand, high inventory levels and accelerated erosion of average selling prices. Any future economic downturns could materially and adversely affect our business from one period to the next relative to demand and product pricing. In addition, the semiconductor industry has experienced periods of increased demand, during which we may experience internal and external manufacturing constraints. We may experience substantial changes in future operating results due to the cyclical nature of the semiconductor industry.

The market price of our common stock may be volatile and could expose us to securities class action litigation.

The stock market and the price of our common stock may be subject to wide fluctuations based on general economic and market conditions. The market price for our common stock may also be affected by our ability to meet analysts expectations. Failure to meet such expectations, even by slight amounts, could have an adverse effect on the market price of our common stock.

In addition, stock market volatility has had a significant effect on the market prices of securities issued by many companies for reasons unrelated to the operating performance of these companies. Downturns in the stock market may cause the price of our common stock to decline. In the past, following periods of volatility in the market price of a company s securities, securities class action litigation has often been instituted against such a company. If similar litigation were instituted against us, it could result in substantial costs and a diversion of our management s attention and resources, which could have an adverse effect on our business.

If we are unable to execute our business strategy successfully, our revenues and profitability may be adversely affected.

Our future financial performance and success are largely dependent on our ability to execute our business strategy successfully. Our present business strategy to be a leading provider of essential mixed signal semiconductor solutions will be affected by, without limitation (1) our ability to continue to aggressively manage, maintain and refine our product portfolio including focus on the development and growth of new applications; (2) our ability to continue to maintain existing customers, aggressively pursue and win new customers; (3) our ability to successfully develop, manufacture and market new products in a timely manner;

Table of Contents

(4) our ability to develop new products in a more efficient manner; (5) our ability to sufficiently differentiate and enhance of our products; (6) our ability to successfully deploy R&D investment in the areas of displays, silicon timing, power management, signal integrity and radio frequency and (7) our ability to rationalize our manufacturing operations including the transition to wholly outsourced wafer fabrication operations.

We cannot assure you that we will successfully implement our business strategy or that implementing our strategy will sustain or improve our results of operations. In particular, we cannot assure you that we will be able to build our position in markets with high growth potential, increase our volume or revenue, rationalize our manufacturing operations or reduce our costs and expenses.

Our business strategy is based on our assumptions about the future demand for our current products and the new products and applications that we are developing and on our ability to produce our products profitably. Each of these factors is subject to one or more of the risk factors set forth in this prospectus. Several risks that could affect our ability to implement our business strategy are beyond our control. In addition, circumstances beyond our control and changes in our business or industry may require us to change our business strategy.

Our results are dependent on the success of new products.

The markets we serve are characterized by competition, rapid technological change, evolving standards, short product life cycles and continuous erosion of average selling prices. Consequently, our future success will be highly dependent upon our ability to continually develop new products using the latest and most cost-effective technologies, introduce our products in commercial quantities to the marketplace ahead of the competition and have our products selected for inclusion in leading system manufacturers products. In addition, the development of new products will continue to require significant R&D expenditures. If we are unable to successfully develop, produce and market new products in a timely manner, have our products available in commercial quantities ahead of competitive products or have our products selected for inclusion in products of systems manufacturers and sell them at gross margins comparable to or better than our current products, our future results of operations could be adversely affected. In addition, our future revenue growth is also partially dependent on our ability to penetrate new markets in which we have limited experience and where competitors are already entrenched. Even if we are able to develop, produce and successfully market new products in a timely manner, such new products may not achieve market acceptance. The above described events could have a variety of negative effects on our competitive position and our financial results, such as reducing our revenue, increasing our costs, lowering our gross margin percentage, and ultimately leading to impairment of assets.

Sales of shares of our common stock eligible for future sale, including the common stock issued to PLX stockholders, could adversely affect our share price.

All of the shares of our common stock currently held by our affiliates may be sold in reliance upon the exemptive provisions of Rule 144 of the Securities Act of 1933, as amended, which is referred to throughout this prospectus as the Securities Act, subject to certain volume and other conditions imposed by such rule. Furthermore, all of the shares of our common stock issued to PLX stockholders upon completion of the offer and the merger that are not held by our affiliates may be sold immediately upon receipt. We cannot predict the effect, if any, which future sales of shares of our common stock or the availability of such shares for sale will have on the market price of our common stock prevailing from time to time. Sales of substantial amounts of our common stock, or the perception that such sales might occur, could adversely affect the prevailing market price of our common stock. We believe the current stockholders of PLX include certain arbitrage and investment firms who may be more likely to quickly sell the shares of IDT common stock received in the offer or the merger.

In order to be successful, the combined company will need to retain and motivate key employees, which may be more difficult in light of uncertainty regarding the merger, and failure to do so could seriously harm the combined company.

In order to be successful, the combined company will need to retain and motivate executives and other key employees. Experienced management and technical personnel are in high demand and competition for their

Table of Contents

talents is intense. Employee retention may be a particularly challenging issue in connection with the merger. Employees of IDT or PLX may experience uncertainty about their future role with the combined company until or after strategies with regard to the combined company are announced or executed. The combined company also must continue to motivate employees and keep them focused on the strategies and goals of the combined company, which may be particularly difficult due to the potential distractions of the merger.

Risks Related to PLX

Under this caption Risks Related to PLX, use of our, we, us and similar words refers solely to PLX as an independently operated company, and the risks set forth below may also continue to impact the PLX business if the merger is completed.

Global economic conditions may continue to have an adverse effect on our businesses and results of operations.

In late 2008 and 2009, the severe tightening of the credit markets, turmoil in the financial markets, and weakening global economy contributed to slowdowns in the industries in which we operate. Economic uncertainty exacerbated negative trends in spending and caused certain customers to push out, cancel, or refrain from placing orders, which reduced revenue. We have seen market conditions improve since the second half of 2009 and throughout most of 2010; however, we are seeing that the rate of growth has slowed as inventory levels have balanced themselves out in 2011 and into 2012. Difficulties in obtaining capital and uncertain market conditions may lead to the inability of some customers to obtain affordable financing, resulting in lower sales. Customers with liquidity issues may lead to additional bad debt expense. These conditions may also similarly affect key suppliers, which could affect their ability to deliver parts and result in delays in the availability of product. Further, these conditions and uncertainty about future economic conditions make it challenging for us to forecast our operating results, make business decisions, and identify the risks that may affect our business, financial condition and results of operations. In addition, we maintain an investment portfolio that is subject to general credit, liquidity, market and interest rate risks that may be exacerbated by deteriorating financial market conditions and, as a result, the value and liquidity of the investment portfolio could be negatively impacted and lead to impairment. If the current improving economic conditions are not sustained or begin to deteriorate again, or if we are not able to timely and appropriately adapt to changes resulting from the difficult macroeconomic environment, our business, financial condition or results of operations may be materially and adversely affected.

Our operating results may fluctuate significantly due to factors which are not within our control.

Our quarterly operating results have fluctuated significantly in the past and are expected to fluctuate significantly in the future based on a number of factors, many of which are not under our control. Our operating expenses, which include product development costs and selling, general and administrative expenses, are relatively fixed in the short-term. If our revenues are lower than we expect because we sell fewer semiconductor devices, delay the release of new products or the announcement of new features, or for other reasons, we may not be able to quickly reduce our spending in response.

Other circumstances that can affect our operating results include:

- the timing of significant orders, order cancellations and reschedulings;
- the loss of one or more significant customers;
- introduction of products and technologies by our competitors;
- the availability of production capacity at the fabrication facilities that manufacture our products;
- our significant customers could lose market share that may affect our business;

integration of our product functionality into our customers products;

our ability to develop, introduce and market new products and technologies on a timely basis;

unexpected issues that may arise with devices in production;

Table of Contents

- shifts in our product mix toward lower margin products;
- changes in our pricing policies or those of our competitors or suppliers, including decreases in unit average selling prices of our products;
- the availability and cost of materials to our suppliers;
- general macroeconomic conditions; and
- political climate.

These factors are difficult to forecast, and these or other factors could adversely affect our business. Any shortfall in our revenues would have a direct impact on our business. In addition, fluctuations in our quarterly results could adversely affect the market price of our common stock in a manner unrelated to our long-term operating performance.

The cyclical nature of the semiconductor industry may lead to significant variances in the demand for our products.

In the past, the semiconductor industry has been characterized by significant downturns and wide fluctuations in supply and demand. Also, during this time, the industry has experienced significant fluctuations in anticipation of changes in general economic conditions. This cyclicality has led to significant variances in product demand and production capacity. It has also accelerated erosion of average selling prices per unit on some of our products. We may experience periodic fluctuations in our future financial results because of industry-wide conditions.

Because a substantial portion of our net sales is generated by a small number of large customers, if any of these customers delays or reduces its orders, our net revenues and earnings will be harmed.

Historically, a relatively small number of customers have accounted for a significant portion of our net revenues in any particular period.

We have no long-term volume purchase commitments from any of our significant customers. We cannot be certain that our current customers will continue to place orders with us, that orders by existing customers will continue at the levels of previous periods or that we will be able to obtain orders from new customers. In addition, some of our customers supply products to end-market purchasers and any of these end-market purchasers could choose to reduce or eliminate orders for our customers products. This would in turn lower our customers orders for our products.

We anticipate that sales of our products to a relatively small number of customers will continue to account for a significant portion of our net sales. Due to these factors, the following have in the past and may in the future reduce our net sales or earnings:

- the reduction, delay or cancellation of orders from one or more of our customers;
- the selection of competing products or in-house design by one or more of our current customers;
- the loss of one or more of our current customers; or
- a failure of one or more of our current customers to pay our invoices.

Intense competition in the markets in which we operate may reduce the demand for or prices of our products.

Competition in the semiconductor industry is intense. If our main target market, the microprocessor-based systems market, continues to grow, the number of competitors may increase significantly. In addition, new semiconductor technology may lead to new products that can perform similar functions as our products. Some of our competitors and other semiconductor companies may develop and introduce products that integrate into a single semiconductor device the functions performed by our semiconductor devices. This would eliminate the need for our products in some applications.

Table of Contents

In addition, competition in our markets comes from companies of various sizes, many of which are significantly larger and have greater financial and other resources than we do and thus can better withstand adverse economic or market conditions. Therefore, we cannot assure you that we will be able to compete successfully in the future against existing or new competitors, and increased competition may adversely affect our business. See Business Products, and Competition in Part I of Item I of our Form 10-K for the year ended December 31, 2011.

In addition, we must continuously develop our products using new process technology with smaller geometries to remain competitive on a cost and performance basis. Migrating to new technologies is a challenging task requiring new design skills, methods and tools and is difficult to achieve. Any failure on our part to successfully complete such migrations or to provide cost-competitive, high performance products could materially and adversely affect our business, results of operations and financial condition.

Our independent manufacturers may not be able to meet our manufacturing requirements.

We do not manufacture any of our semiconductor devices. Therefore, we are referred to in the semiconductor industry as a fabless producer of semiconductors. Consequently, we depend upon third party manufacturers to produce semiconductors that meet our specifications. We currently have third party manufacturers located in China, Japan, Korea, Malaysia, Singapore and Taiwan, that can produce semiconductors which meet our needs. However, as the semiconductor industry continues to progress towards smaller manufacturing and design geometries, the complexities of producing semiconductors will increase. Decreasing geometries may introduce new problems and delays that may affect product development and deliveries. Due to the nature of the semiconductor industry and our status as a fabless semiconductor company, we could encounter fabrication-related problems that may affect the availability of our semiconductor devices, delay our shipments or may increase our costs.

Only a small number of our semiconductor devices are currently manufactured by more than one supplier. We place our orders on a purchase order basis and do not have a long term purchase agreement with any of our existing suppliers. In the event that the supplier of a semiconductor device was unable or unwilling to continue to manufacture our products in the required volume, we would have to identify and qualify a substitute supplier. Introducing new products or transferring existing products to a new third party manufacturer or process may result in unforeseen device specification and operating problems. These problems may affect product shipments and may be costly to correct. Silicon fabrication capacity may also change, or the costs per silicon wafer may increase. Manufacturing-related problems may have a material adverse effect on our business.

Lower demand for our customers products will result in lower demand for our products.

Demand for our products depends in large part on the development and expansion of the high-performance microprocessor-based systems markets including networking and telecommunications, enterprise and consumer storage, imaging and industrial applications. The size and rate of growth of these microprocessor-based systems markets may in the future fluctuate significantly based on numerous factors. These factors include the adoption of alternative technologies, capital spending levels and general economic conditions. Demand for products that incorporate high-performance microprocessor-based systems may not grow.

Our lengthy sales cycle can result in uncertainty and delays with regard to our expected revenues.

Our customers typically perform numerous tests and extensively evaluate our products before incorporating them into their systems. The time required for test, evaluation and design of our products into a customer s equipment can range from six to twelve months or more. It can take an additional six to twelve months or more before a customer commences volume shipments of equipment that incorporates our products. Because of this lengthy sales cycle, we may experience a delay between the time when we increase expenses for research and development and sales and marketing efforts and the time when we generate higher revenues, if any, from these expenditures.

Table of Contents

In addition, the delays inherent in our lengthy sales cycle raise additional risks of customer decisions to cancel or change product plans. When we achieve a design win, there can be no assurance that the customer will ultimately ship products incorporating our products. Our business, results of operations and financial condition could be materially and adversely affected if a significant customer curtails, reduces or delays orders during our sales cycle or chooses not to release products incorporating our products.

Failure to have our products designed into the products of electronic equipment manufacturers will result in reduced sales.

Our future success depends on electronic equipment manufacturers that design our semiconductor devices into their systems. We must anticipate market trends and the price, performance and functionality requirements of current and potential future electronic equipment manufacturers and must successfully develop and manufacture products that meet these requirements. In addition, we must meet the timing requirements of these electronic equipment manufacturers and must make products available to them in sufficient quantities. These electronic equipment manufacturers could develop products that provide the same or similar functionality as one or more of our products and render these products obsolete in their applications.

We do not have purchase agreements with our customers that contain minimum purchase requirements. Instead, electronic equipment manufacturers purchase our products pursuant to short-term purchase orders that may be canceled without charge. We believe that in order to obtain broad penetration in the markets for our products, we must maintain and cultivate relationships, directly or through our distributors, with electronic equipment manufacturers that are leaders in the embedded systems markets. Accordingly, we will incur significant expenditures in order to build relationships with electronic equipment manufacturers prior to volume sales of new products. If we fail to develop relationships with additional electronic equipment manufacturers to have our products designed into new microprocessor-based systems or to develop sufficient new products to replace products that have become obsolete, our business, results of operations and financial condition would be materially and adversely affected.

Defects in our products could increase our costs and delay our product shipments.

Our products are complex. While we test our products, these products may still have errors, defects or bugs that we find only after commercial production has begun. We have experienced errors, defects and bugs in the past in connection with new products.

Our customers may not purchase our products if the products have reliability, quality or compatibility problems. This delay in acceptance could make it more difficult to retain our existing customers and to attract new customers. Moreover, product errors, defects or bugs could result in additional development costs, diversion of technical and other resources from our other development efforts, claims by our customers or others against us, or the loss of credibility with our current and prospective customers. Moreover, the additional time required to correct defects may cause delays in product shipments and result in lower revenues. We may also need to spend significant amounts of capital and resources to address and fix problems in new products.

Failure of our products to gain market acceptance would adversely affect our financial condition.

We believe that our growth prospects depend upon our ability to gain customer acceptance of our products and technology. Market acceptance of products depends upon numerous factors, including compatibility with other products, adoption of relevant interconnect standards, perceived advantages over competing products and the level of customer service available to support such products. There can be no assurance that growth in sales of new products will continue or that we will be successful in obtaining broad market acceptance of our products and technology.

We expect to spend a significant amount of time and resources to develop new products and refine existing products. In light of the long product development cycles inherent in our industry, these expenditures will be made well in advance of the prospect of deriving revenues from the sale of any new products. Our ability to

Table of Contents

commercially introduce and successfully market any new products is subject to a wide variety of challenges during this development cycle, including start-up bugs, design defects and other matters that could delay introduction of these products to the marketplace. In addition, since our customers are not obligated by long-term contracts to purchase our products, our anticipated product orders may not materialize, or orders that do materialize may be cancelled or may be placed for a smaller volume of products than anticipated. As a result, if we do not achieve market acceptance of new products, we may not be able to realize sufficient sales of our products in order to recoup research and development expenditures. The failure of any of our new products to achieve market acceptance would materially and adversely affect our business, results of operations and financial condition.

A large portion of our revenues is derived from sales to third-party distributors who may terminate their relationships with us at any time.

We depend on distributors to sell a significant portion of our products. For the three months ended March 31, 2012 and 2011, sales through distributors accounted for approximately 88% and 86%, respectively, of our net revenues. Some of our distributors also market and sell competing products. Distributors may terminate their relationships with us at any time. Our future performance will depend in part on our ability to attract additional distributors that will be able to market and support our products effectively, especially in markets in which we have not previously distributed our products. We may lose one or more of our current distributors or may not be able to recruit additional or replacement distributors. The loss of one or more of our major distributors could have a material adverse effect on our business, as we may not be successful in servicing our customers directly or through manufacturers representatives.

The demand for our products depends upon our ability to support evolving industry standards.

A majority of our revenues are derived from sales of products, which rely on the PCI Express, PCI, PCI-X, Serial ATA, Ethernet, 1394 and USB standards. If markets move away from these standards and begin using new standards, we may not be able to successfully design and manufacture new products that use these new standards. There is also the risk that new products we develop in response to new standards may not be accepted in the market. In addition, these standards are continuously evolving, and we may not be able to modify our products to address new specifications. Any of these events would have a material adverse effect on our business, results of operations and financial condition.

We must make significant research and development expenditures before we are able to generate revenues from products.

To establish market acceptance of a new semiconductor device, we must dedicate significant resources to research and development, production and sales and marketing. We incur substantial costs in developing, manufacturing and selling a new product, which often significantly precede meaningful revenues from the sale of this product. Consequently, new products can require significant time and investment to achieve profitability. Investors should understand that our efforts to introduce new semiconductor devices or other products or services may not be successful or profitable. In addition, products or technologies developed by others may render our products or technologies obsolete or noncompetitive.

We record as expenses the costs related to the development of new semiconductor devices and other products as these expenses are incurred. As a result, our profitability from quarter to quarter and from year to year may be adversely affected by the number and timing of our new product launches in any period and the level of acceptance gained by these products.

We could lose key personnel due to competitive market conditions and attrition.

Our success depends to a significant extent upon our senior management and key technical and sales personnel. The loss of one or more of these employees could have a material adverse effect on our business. We do not have employment contracts with any of our executive officers.

Table of Contents

Our success also depends on our ability to attract and retain qualified technical, sales and marketing, customer support, financial and accounting, and managerial personnel. Competition for such personnel in the semiconductor industry is intense, and we may not be able to retain our key personnel or to attract, assimilate or retain other highly qualified personnel in the future. In addition, we may lose key personnel due to attrition, including health, family and other reasons. We have experienced, and may continue to experience, difficulty in hiring and retaining candidates with appropriate qualifications. If we do not succeed in hiring and retaining candidates with appropriate qualifications, our business could be materially adversely affected.

The successful marketing and sales of our products depend upon our third party relationships, which are not supported by written agreements.

When marketing and selling our semiconductor devices, we believe we enjoy a competitive advantage based on the availability of development tools offered by third parties. These development tools are used principally for the design of other parts of the microprocessor-based system but also work with our products. If these third party tool vendors cease to provide these tools for existing products or do not offer them for our future products, we will lose this advantage, which could have a material adverse effect on our business, results of operations and financial condition. We have no written agreements with these third parties, and these parties could choose to stop providing these tools at any time.

Our limited ability to protect our intellectual property and proprietary rights could adversely affect our competitive position.

Our future success and competitive position depend upon our ability to obtain and maintain proprietary technology used in our principal products. Currently, we have limited protection of our intellectual property through patents and rely instead on trade secret protection. Our existing or future patents may be invalidated, circumvented, challenged or licensed to others, or the rights granted thereunder may not provide competitive advantages to us. In addition, our future patent applications may not be issued with the scope of the claims sought by us, if at all. Furthermore, others may develop technologies that are similar or superior to our technology, duplicate our technology or design around the patents owned or licensed by us. In addition, effective patent, trademark, copyright and trade secret protection may be unavailable or limited in foreign countries where we may need protection. We cannot be sure that steps taken by us to protect our technology will prevent misappropriation of the technology.

We may from time to time receive notifications of claims that we may be infringing patents or other intellectual property rights owned by third parties.

During the course of the litigation as well as any other future intellectual property litigations, we will incur costs associated with defending or prosecuting these matters. These litigations could also divert the efforts of our technical and management personnel, whether or not they are determined in our favor. In addition, if it is determined in such a litigation that we have infringed the intellectual property rights of others, we may not be able to develop or acquire non-infringing technology or procure licenses to the infringing technology under reasonable terms, which could limit our ability to sell our products and generate revenue and could also require expenditures by us of substantial time and other resources. Any of these developments would have a material adverse effect on our business, results of operations and financial condition.

The delay or failure of the 10G ethernet over copper market acceptance would adversely affect our financial condition.

We expect to continue to invest a significant amount of time and resources in the development of products for the 10G Ethernet over copper technology. These expenditures are made well in advance of revenues derived from these products. Although we anticipate solid demand for products for the 10G Ethernet over copper technology, market acceptance of the technology, and products for it, depends upon numerous factors, including compatibility with other products, adoption of relevant interconnect standards, perceived advantages over competing products and the level of customer service available to support such products. LAN on Motherboard,

Table of Contents

or LOM, integrated circuits made by others are critical components to building out the 10G ethernet over copper market and the development of this market has been slower than anticipated. While we have seen progress in this market, the continued delay or failure of the adoption of this technology would have a material adverse effect on our business. There can be no assurance that there will be market acceptance of this technology or our products for it and the delay or failure in achieving such acceptance would have a material adverse effect on our business. In addition, products or technologies developed by others may render our products or technologies obsolete or noncompetitive.

Because we sell our products to customers outside of the United States and because our products are incorporated with products of others that are sold outside of the United States we face foreign business, political and economic risks.

Sales outside of the United States accounted for approximately 85% of our revenues for the three months ended March 31, 2012. In 2011 and 2010, sales outside of the United States accounted for approximately 79% and 82% of our revenues, respectively. Sales outside of the United States may fluctuate in future periods and are expected to account for a large portion of our revenues. In addition, equipment manufacturers who incorporate our products into their products sell their products outside of the United States, thereby exposing us indirectly to foreign risks. Further, most of our semiconductor products are manufactured outside of the United States. Accordingly, we are subject to international risks, including:

- difficulties in managing distributors;
- difficulties in staffing and managing foreign subsidiary and branch operations;
- political and economic instability;
- foreign currency exchange fluctuations;
- difficulties in accounts receivable collections;
- potentially adverse tax consequences;
- timing and availability of export licenses;
- changes in regulatory requirements, tariffs and other barriers;
- difficulties in obtaining governmental approvals for telecommunications and other products; and
- the burden of complying with complex foreign laws and treaties.

Because sales of our products have been denominated to date exclusively in United States dollars, increases in the value of the United States dollar will increase the price of our products so that they become relatively more expensive to customers in the local currency of a particular country, which could lead to a reduction in sales and profitability in that country.

We may be required to record a significant charge to earnings if our goodwill or amortizable intangible assets become impaired.

Under generally accepted accounting principles, we review our amortizable intangible and long lived assets for impairment when events or changes in circumstances indicate the carrying value may not be recoverable. Goodwill is tested for impairment annually during the fourth quarter and between annual tests in certain circumstances. Factors that may be considered a change in circumstances, indicating that the carrying value of our goodwill, amortizable intangible assets or other long lived assets may not be recoverable, include a persistent decline in stock price and market capitalization, reduced future cash flow estimates, and slower growth rates in our industry. We have recorded goodwill and other intangible assets related to the acquisitions of Oxford and Teranetics, and may do so in connection with any potential future acquisitions. We may be required to record a significant charge in our financial statements during the period in which any additional impairment of our goodwill, amortizable intangible assets or other long lived assets is determined, which would adversely impact our results of operations.

Table of Contents

BACKGROUND AND REASONS FOR THE OFFER AND THE MERGER

Background of the Offer and the Merger

IDT regularly reviews and evaluates potential strategic alternatives, including potential acquisitions of companies and their assets. Over the past several years, the IDT board of directors, or the IDT board, has discussed PLX as a potential strategic acquisition target in furtherance of IDT s strategic plan, in particular, with respect to broadening solutions for data center interconnects in cloud computing. During this period, at the direction of the IDT board, Ted Tewksbury, President and Chief Executive Officer of IDT, participated in intermittent informal conversations with Ralph Schmitt, President and Chief Executive Officer of PLX, with respect to the companies respective strategic planning initiatives, as well as the possibility of a potential strategic transaction between the companies. Although representatives of IDT and PLX have had historical intermittent contacts relating to the possibility of a potential strategic transaction over the past several years, the chronology below covers only the key events leading up to the Merger agreement, and does not purport to catalogue every conversation between representatives of IDT and PLX.

On April 13, 2011, Dr. Tewksbury and Mr. Schmitt met over breakfast, as they had from time to time since Mr. Schmitt s appointment as President and Chief Executive Officer of PLX in 2008, and engaged in an informal discussion regarding the semiconductor industry in general, as well as recent developments in PLX s and IDT s businesses and strategic outlooks. During this conversation, Dr. Tewksbury and Mr. Schmitt informally discussed possible options with respect to any viable strategic transaction that might be further explored by IDT and PLX, including a potential strategic transaction between the two companies.

At a regularly scheduled meeting of the IDT board on May 4, 2011, the IDT board conducted its customary review of IDT s strategic planning and initiatives, which included an update with respect to PLX and its current business and operational performance. The IDT board discussed the merits of a potential strategic transaction with PLX, and determined that IDT management should continue to monitor PLX and revisit the analysis with respect to a potential strategic transaction at a future date.

On June 16, 2011, during a special board meeting to discuss potential acquisition initiatives, the IDT board again discussed the possibility of a potential strategic transaction with PLX. IDT s management team provided the IDT board with an overview, based on publicly available information, of PLX and its key employees, product portfolio, financial information, market segments and strategy, as well as a preliminary assessment of potential synergies that might result from a combination of IDT s and PLX s businesses. Following discussion of these matters, the IDT board unanimously approved the submission of a preliminary non-binding expression of interest with respect to the acquisition of all outstanding equity of PLX at an initial price of $5.00 per share, payable in a combination of 50% cash and 50% IDT common stock. The IDT board directed Dr. Tewksbury to deliver a preliminary non-binding expression of interest letter to PLX.

On June 17, 2011, Dr. Tewksbury and Mr. Schmitt met over breakfast to further discuss a possible strategic transaction between IDT and PLX. Dr. Tewksbury previewed his discussion with the IDT board and the potential expression of interest from IDT. Dr. Tewksbury specifically discussed the strategic merits of an acquisition of PLX by IDT and the general terms of IDT s potential expression of interest with respect to the acquisition of all outstanding equity of PLX at a price of $5.00 per share. Following the discussion, Dr. Tewksbury, on behalf of IDT, handed Mr. Schmitt an unsolicited letter, or the initial proposal, to PLX, addressed to Mr. Schmitt, which set forth IDT s preliminary non-binding expression of interest with respect to an acquisition of 100% of the outstanding equity of PLX. The initial proposal further outlined the basic terms on which Dr. Tewksbury was authorized to pursue discussions with Mr. Schmitt regarding the potential strategic transaction. The initial proposal indicated that, subject to the satisfactory completion of due diligence, IDT was prepared to purchase all of the outstanding equity of PLX at $5.00 per share, payable in a combination of 50% cash and 50% common stock of IDT.

On June 22, 2011, Dr. Tewksbury and Mr. Schmitt met to discuss the response from the PLX board to the initial proposal. Mr. Schmitt indicated that the proposed transaction value was not acceptable to the PLX board

Table of Contents

and, further, that the PLX board would expect any proposed valuation to meet or exceed a multiple range of two or three times PLX s current stock price (which was approximately $3.30 per share at such time). In response, Dr. Tewksbury (i) recommended a meeting with the PLX board so that he could directly discuss the potential strategic transaction, its relative merits and valuation and (ii) requested a formal response to the IDT proposal from the PLX board. Dr. Tewksbury reiterated these requests in email correspondence later that day.

On June 24, 2011, Mr. Schmitt called Dr. Tewksbury to inform him that, following further discussion, the PLX board had again determined not to pursue a strategic transaction with IDT at such time and was not interested in additional discussion regarding the initial proposal. Mr. Schmitt and Dr. Tewksbury agreed to continue to meet periodically to assess any business or strategic developments that might inform future discussions with respect to the possibility of a potential strategic transaction between PLX and IDT.

On June 27, 2011, Dr. Tewksbury relayed to the IDT board the response to the initial proposal as communicated by Mr. Schmitt. The IDT board determined not to take further action at such time. Dr. Tewksbury noted that IDT management would continue to evaluate and monitor other alternatives with respect to a potential strategic transaction with PLX in the future.

On June 30, 2011, IDT formally engaged Latham and Watkins LLP, or Latham, as outside corporate legal counsel to IDT in connection with any potential strategic transaction with PLX.

On July 8, 2011, at the request of the IDT board, Umesh Padval, member of the IDT board, met with Tom Riordan, member of the PLX board, to discuss the initial proposal and IDT s interest in a potential strategic transaction. Mr. Riordan reiterated to Mr. Padval that the PLX board was not interested in a strategic transaction at that time and, further, that any proposed valuation for a potential strategic transaction would have to be significantly increased in order for the PLX board to consider supporting any such transaction.

The IDT board held a regularly scheduled meeting on July 27, 2011 and reviewed IDT s strategic initiatives and the potential for a strategic transaction with PLX. The IDT board discussed Dr. Tewksbury s and Mr. Padval s recent communications with Messrs. Schmitt and Riordan, respectively, and the ongoing strategic rationale for a potential acquisition of PLX. Following discussion of these matters, the IDT board determined to cease further communications regarding a potential strategic transaction with PLX at that time, but to continue to monitor the business and strategic rationale for a potential strategic transaction in the future.

At a regularly scheduled meeting of the IDT board on October 26, 2011, the IDT board again reviewed and discussed the possibility of a potential strategic transaction with PLX, including the potential for re-engaging with the PLX board and management team. The IDT board decided to continue to monitor PLX and revisit the potential strategic transaction in future meetings.

At a regularly scheduled meeting of the IDT board on January 23 and 24, 2012, the IDT board again discussed the possibility of a potential strategic transaction with PLX. The IDT board discussed with IDT management PLX s financial condition, the strategic and financial rationale for a potential strategic transaction and the possible submission of another preliminary non-binding expression of interest with respect to a strategic transaction at a valuation higher than that provided in the initial proposal.

In January 2012, following the January 2012 meeting of the IDT board, IDT management began internal discussions regarding re-engaging with PLX with respect to a potential strategic transaction. Concurrent with this evaluation, IDT senior management team decided to engage outside advisors in connection with any potential strategic transaction and contacted J.P. Morgan Securities LLC, or JPM, to discuss potential engagement as financial advisor with respect to any strategic transaction process.

On February 3, 2012, IDT verbally engaged JPM as IDT s financial advisor in connection with any potential strategic transaction with PLX. Representatives from JPM met with IDT management to discuss the background and framework for assessing a potential strategic transaction with PLX. IDT and JPM entered into a formal engagement on March 26, 2012.

Table of Contents

During February and March 2012, IDT management, together with representatives from JPM, continued to review and assess a potential strategic transaction with PLX, including the possibility of re-engaging in discussions with PLX.

On February 22, 2012, Dr. Tewksbury and Mr. Schmitt met over lunch to informally discuss current business conditions as well as the current interest of the PLX board with respect to consideration of a potential strategic transaction. Dr. Tewksbury explained to Mr. Schmitt that the IDT board remained committed to exploring a potential strategic transaction and would likely be willing to consider a valuation higher than what was reflected in the initial proposal (and to maintain both stock and cash components to any potential consideration package). Dr. Tewksbury also mentioned that, at the appropriate time in any formal potential strategic transaction discussions, IDT would potentially be willing to consider the potential for an IDT board seat to be made available, as well as positions for PLX executive management, in connection with any potential transaction. Mr. Schmitt was receptive to the idea of continuing to explore additional discussions regarding a potential strategic transaction, particularly given Dr. Tewksbury s remarks regarding the potential for increased valuation and a mix of cash and stock consideration. Dr. Tewksbury suggested a follow-up meeting between John Schofield, Chairman of the IDT board, and D. James Guzy, Chairman of the PLX board.

On February 24, 2012, at a special meeting of the IDT board, IDT management reviewed with the IDT board the status of current and potential acquisition and divestiture activities, including a potential strategic transaction with PLX. Dr. Tewksbury discussed with the IDT board his conversation with Mr. Schmitt on February 22, 2012. The IDT board agreed that Mr. Schofield should attempt to arrange a meeting with Mr. Guzy to continue the dialogue between the two companies with respect to a potential strategic transaction.

On March 7, 2012, Messrs. Schofield and Guzy met. The discussion focused on the general state of the semiconductor industry and Mr. Guzy s vision of the future of the industry and PLX. Mr. Schofield offered to engage in more specific discussions regarding a potential strategic transaction, but Mr. Guzy did not believe that further discussions would be productive at that time. Mr. Schofield suggested a follow-up meeting among Dr. Tewksbury and Messrs. Schmitt, Schofield and Guzy.

On March 15, 2012, the IDT board held a previously scheduled meeting during which Dr. Tewksbury provided a mid-quarter update to the IDT board, including an update with respect to a potential strategic transaction with PLX. Mr. Schofield provided the IDT board with a summary of his March 7, 2012 meeting with Mr. Guzy. Dr. Tewksbury also provided an overview of discussions between IDT management and JPM representatives with respect to alternative strategies for re-engaging in discussions with PLX regarding a potential strategic transaction. The IDT board directed Dr. Tewksbury to call Mr. Schmitt and agreed that Mr. Schofield should call Mr. Guzy to continue discussions with respect to a potential strategic transaction with PLX.

Later that day Dr. Tewksbury called Mr. Schmitt to informally discuss the ongoing interest of the IDT board with respect to consideration of a potential strategic transaction. Although no specific transaction details or valuation was discussed, Dr. Tewksbury reiterated the commitment of the IDT board to continue discussions.

On March 22, 2012, Dr. Tewksbury and Messrs. Schmitt, Schofield and Guzy met to discuss a potential strategic transaction between IDT and PLX. Mr. Schofield and Dr. Tewksbury discussed general terms for a potential strategic acquisition of PLX by IDT, including IDT s willingness to consider a valuation materially higher than what was reflected in the initial proposal (and to maintain both stock and cash components to any potential consideration package). Dr. Tewksbury also mentioned that, at the appropriate time in any formal potential strategic transaction discussions, IDT would be willing to consider the potential for an IDT board seat to be made available, as well as positions for PLX executive management, in connection with any potential transaction. Mr. Guzy informed Dr. Tewksbury and Mr. Schofield that the PLX board was not interested in a potential strategic transaction at that time. Dr. Tewksbury discussed his view of IDT s strategic direction and his belief that the two companies were aligned in many respects, including a shared focus on system-level

Table of Contents

interconnect solutions for servers and storage appliances in data centers. Dr. Tewksbury suggested that IDT and PLX management should engage in more serious discussion regarding a potential strategic transaction; Messrs. Schmitt and Guzy again declined to do so at such time.

On March 24, 2012, the IDT board held a special meeting and reviewed the recent contacts with PLX board members and PLX management. The IDT board discussed Dr. Tewksbury s and Mr. Schofield s March 22, 2012 meeting with Messrs. Schmitt and Guzy and strategy for re-engaging with the PLX board to build momentum regarding a potential strategic transaction. The IDT board authorized and directed Dr. Tewksbury to submit a preliminary non-binding expression of interest to the PLX board with respect to the acquisition of all outstanding equity of PLX at a range of $6.75-$7.00 per share, payable in a combination of 50% cash and 50% IDT common stock. The IDT board also determined that it would not offer any board position in connection with the potential strategic transaction at that time and, further, that any executive management positions would need to be determined at an appropriate time in any transaction process.

Later that day, Dr. Tewksbury called Mr. Schmitt to inform him that IDT would be delivering a preliminary non-binding expression of interest to the PLX board with respect to a potential strategic transaction.

On March 25, 2012, Dr. Tewksbury, on behalf of IDT, submitted an unsolicited preliminary non-binding expression of interest letter, or the second proposal, to the PLX board which set forth IDT s proposal to acquire 100% of the outstanding equity of PLX at a range of $6.75-$7.00 per share, payable in a combination of 50% cash and 50% IDT common stock. The second proposal also indicated IDT s willingness to consider an all cash transaction if requested by the PLX board. The second proposal confirmed that the proposal had the support of the IDT board and that the proposed transaction would not be subject to any financing condition. The second proposal was made subject to the satisfactory completion of customary due diligence and the negotiation of a definitive transaction agreement. IDT stated that it was prepared to enter into a confidentiality agreement and move forward with due diligence immediately and proposed a 60-day exclusivity period as a condition to proceeding with the proposed strategic transaction.

On March 28, 2012, Dr. Tewksbury and Mr. Schmitt met to discuss the terms proposed by IDT in the second proposal. Mr. Schmitt communicated the determination of the PLX board that it was prepared to enter into an exclusivity agreement with IDT, begin due diligence and negotiate a definitive transaction agreement if certain additional transaction terms could be addressed. Specifically, the PLX board requested (i) that the proposed exclusivity period be reduced from 60 days to four weeks and (ii) that the proposed valuation be increased above the range in the second proposal. Dr. Tewksbury indicated that IDT was not willing to agree to any increase in valuation.

On March 29, 2012, Dr. Tewksbury called Mr. Schmitt to further discuss the open points from the previous day s discussion. Mr. Schmitt reiterated the PLX board s commitment to valuation above the range in the second proposal, particularly in connection with any request for exclusivity. Mr. Schmitt noted that the PLX board was also considering the possibility of a full sale process. Dr. Tewksbury reiterated that IDT was firm at the $7.00 per share valuation; in response Mr. Schmitt asked if IDT would be willing to consider a customary go-shop provision in any definitive transaction agreement which would allow for the solicitation of superior transactions for a limited period following the execution of such definitive transaction agreement. Dr. Tewksbury agreed to discuss the requested go-shop provision with the IDT board and advisor teams.

Later that day, at the request of IDT, representatives from JPM called Mr. Schmitt to discuss certain proposed transaction terms, including (i) the potential value to PLX stockholders of a firm offer price of $7.00 per share, payable in a combination of 50% cash and 50% IDT common stock, (ii) IDT s continued interest in a three to four week exclusivity period and (iii) the proposal to include a customary go-shop provision in any definitive transaction agreement. Mr. Schmitt confirmed his general understanding that the PLX board would be amendable to the use of a go-shop provision and agreed to further discuss the matters with the PLX board at the appropriate time.

Table of Contents

On March 30, 2012, Dr. Tewksbury and Mr. Schmitt engaged in additional discussions regarding the second proposal. Specifically, Mr. Schmitt again reiterated that the PLX board was not interested in providing IDT with any period for exclusive negotiations unless the proposed valuation was higher than the range in the second proposal. The PLX board also required a customary go-shop provision in the definitive transaction agreement which would allow PLX to canvas the market for alternative superior transaction proposals following execution of any definitive agreement with IDT. Dr. Tewksbury again explained that the IDT $7.00 per share offer was firm, but that he was reviewing the requested go-shop provision with the IDT board and advisor teams.

Later that day, representatives from Latham and Baker & McKenzie LLP, outside corporate counsel to PLX, or Baker, held a teleconference to discuss the terms proposed by IDT in the second proposal, as well as recent discussions among principals regarding matters related to transaction valuation and a potential go-shop provision.

Following the discussion among legal advisors, Mr. Schmitt called Dr. Tewksbury to inform him of an update to the PLX board response to the second proposal. Specifically, Mr. Schmitt confirmed that the PLX board was willing to proceed with a potential strategic transaction at a valuation of $7.00 per share (payable in a combination of 50% cash and 50% IDT common stock) subject to the inclusion of a customary go-shop provision in the definitive transaction agreement, in each case subject to customary due diligence and the negotiation of the definitive transaction agreement and any related ancillary arrangements. Mr. Schmitt requested that the IDT board revise the second proposal and submit an updated proposal to the PLX board accordingly.

Following this discussion, the IDT board held a special meeting on the evening of March 30, 2012 to discuss the status of discussions between IDT and PLX. Dr. Tewksbury relayed to the IDT board his conversations earlier in the day with Mr. Schmitt, including PLX s request for inclusion of a go-shop period in the definitive transaction agreement and a reduction in the exclusivity period. The IDT board authorized IDT management to convey to PLX a final proposal to acquire all of the outstanding equity of PLX, including a firm purchase price of $7.00 per share with a customary go-shop period and a reduced exclusivity period.

On March 31, 2012 and in response to discussions with Mr. Schmitt, who conveyed the response of the PLX board to the second proposal, Dr. Tewksbury, on behalf of IDT, sent a revised preliminary non-binding expression of interest letter, or the third proposal, to the PLX board which set forth IDT s final proposal to acquire 100% of the equity of PLX for $7.00 per share, payable in a combination of 50% cash and 50% common stock of IDT. The third proposal again confirmed IDT s willingness to consider an all cash transaction if requested by the PLX board and that the proposed transaction would not be subject to any financing condition. The third proposal was also made subject to the satisfactory completion of customary due diligence and the negotiation of a definitive transaction agreement. IDT stated that it was prepared to enter into a confidentiality agreement and move forward with due diligence immediately and proposed a 21-day initial exclusivity period with one automatic additional 7-day extension, provided that the parties continued to engage, in good faith, in a potential strategic transaction process, as a condition to proceeding with the proposed transaction. IDT also indicated in response to the PLX board s specific request that it would include in its draft definitive transaction agreement a customary go-shop provision such that PLX would be permitted to solicit proposals from other interested parties for a specified period following execution of the definitive transaction agreement. IDT also confirmed its expectation that a customary termination fee would be an important component of any definitive transaction agreement.

On April 1, 2012, Mr. Schmitt informed Dr. Tewksbury that the PLX board had determined the third proposal set forth a compelling proposition to increase PLX stockholder value. Accordingly, the PLX board had directed Mr. Schmitt to enter an appropriate exclusivity arrangement with IDT, begin the due diligence process and engage in negotiations with respect to a definitive transaction agreement.

Later that same day, IDT and PLX entered into an exclusivity agreement that provided an initial 21-day period for exclusive negotiations with respect to a strategic transaction with one automatic additional 7-day

Table of Contents

extension, provided that the parties continued to engage, in good faith, in a potential strategic transaction process. IDT and PLX also executed a mutual non-disclosure agreement governing the confidentiality and use of technical and business information to be shared between the parties in connection with their ongoing discussions and due diligence with respect to the potential strategic transaction.

On April 2, 2012, PLX formally engaged Deutsche Bank Securities Inc., or Deutsche Bank, as its financial advisor in connection with any potential strategic transaction with IDT.

On the same day, representatives of IDT sent a comprehensive due diligence request list to PLX senior management with respect to certain business, finance, accounting, tax and legal information required in connection with IDT s ongoing review of the potential strategic transaction.

From April 2-7, 2012, representatives of IDT, PLX and their advisors, including JPM, Deutsche Bank, Latham and Baker, engaged in discussions regarding transaction structuring, regulatory analysis, the potential transaction timeline and the background activity of PLX s activist investor Balch Hill Partners. IDT and its advisors engaged in initial business, financial and accounting diligence on PLX.

From April 2-5, 2012, members of IDT and PLX senior management, with representatives of JPM and Deutsche Bank present, held preliminary business, finance and product due diligence meetings. The parties reviewed and discussed PLX management s presentation of a company overview, as well as additional detail regarding company products, software, systems, foundry relationships, assembly and test segments, research and development, sales geography and channels, operating subsidiaries, real estate matters and the 10G ethernet business. The parties also discussed a proposed timeline and logistics related to the production and completion of due diligence and the preparation of initial drafts of a definitive transaction agreement and related materials.

On April 4, 2012, representatives from Latham and Baker held a teleconference to discuss the proposed transaction timeline and certain matters contemplated in the proposed transaction agreement, including structuring of the go-shop provision, determination of the exchange ratio applicable to the stock component of the transaction consideration, regulatory matters, any contemplated employee arrangements and the proposed structuring for the transaction. On the same day, PLX provided access through an online data room to certain due diligence materials to the IDT management due diligence team, Latham and JPM.

On April 5, 2012, representatives of IDT sent a supplemental legal due diligence request list to PLX senior management, which addressed additional legal information required in connection with IDT s ongoing due diligence review.

On April 7, 2012, a teleconference was convened by IDT and PLX senior management, as well as representatives from JPM, Deutsche Bank, Latham, Baker and MacKenzie Partners, proxy solicitors for PLX, in order to discuss matters related to transaction timing and structuring.

During the weeks of April 8, April 15 and April 22, representatives of PLX provided additional business, finance, accounting, tax and legal due diligence information to IDT, Latham and JPM through the online data room and responded to additional due diligence inquiries from IDT, Latham and JPM with respect to such information.

On April 10, 2012, representatives of IDT and PLX senior management, as well as advisors including JPM, Deutsche Bank, Latham, Baker and MacKenzie Partners held a teleconference to continue discussions regarding proposed transaction structuring. Following this teleconference and additional discussion among the parties, on April 12, 2012 it was agreed that the proposed transaction would be structured as a two-step transaction consisting of an exchange offer followed by a merger. The IDT and Latham representatives agreed to provide a draft of the proposed definitive transaction agreement as expeditiously as possible.

Table of Contents

Between April 11 and April 20, 2012, members of PLX management and IDT management discussed the potential adoption and implementation by PLX of a severance plan for executive management. On or about April 20, 2012, IDT agreed that in the event the proposed strategic transaction was consummated, IDT would honor the terms of the arrangements of such a plan following the closing of the proposed transaction in connection with the mutual goals of IDT and PLX with respect to employee retention.

On April 16, 2012, at IDT s request, representatives of Latham distributed an initial draft of the merger agreement to PLX, Baker and Deutsche Bank.

From April 16-22, 2012, representatives of IDT, JPM and Latham continued to conduct their due diligence review of PLX. Members of IDT s management team, as well as Latham, emphasized to PLX and Baker the importance of the completion of due diligence and the production of all requested materials.

On April 18, 2012, representatives of Baker distributed an issues list which set forth the material open points in the draft merger agreement which included, among other matters, the period of the proposed go-shop provision and related provisions regarding offers from third parties during such period, termination fee amounts, the method for calculating the exchange ratio to be used for the component of transaction consideration to be paid in IDT common stock, the scope of representations and warranties, the scope of PLX s and IDT s conduct of business covenants and conditions related to closing of the offer.

On that same day, Deutsche Bank, on behalf of PLX, delivered to JPM a reverse due diligence request list and the representatives discussed the format of requested reverse due diligence meetings to be held among representatives of IDT, PLX, JPM and Deutsche Bank.

On April 19, 2012, reverse due diligence meetings were held among representatives of IDT and PLX senior management, as well JPM and Deutsche Bank. The attendees discussed IDT s business overview and its financial performance for the 2012 fiscal year end as well as IDT management s view of the company s future financial outlook. On the same day, at IDT s request, Latham distributed to Baker the form of tender and support agreement that IDT would expect to be executed by PLX s directors and executive officers in connection with the proposed transaction.

On April 20, 2012, representatives from IDT, PLX, JPM, Deutsche Bank, Latham and Baker held a meeting to discuss material open issues in the draft merger agreement. The parties continued to negotiate open points related to the period of the proposed go-shop provision and related provisions regarding qualifying offers, termination fee amounts, the method for calculating the exchange ratio to be used for the component of transaction consideration to be paid in IDT common stock, the scope of representations and warranties, the scope of PLX s conduct of business covenants and IDT s conduct of business covenants and conditions related to the closing of the transaction (in particular with respect to regulatory matters).

On April 23, 2012, on behalf of PLX, Baker distributed PLX s initial comments on the draft Merger agreement to Latham, JPM and IDT.

From April 23-29, 2012, at the mutual request of IDT and PLX, representatives of Latham, JPM, Baker and Deutsche Bank convened by teleconference to discuss and negotiate ongoing open issues in the merger agreement. The parties exchanged drafts of the merger agreement, disclosure schedules and other transaction related documents. The key open points in the merger agreement that were negotiated by the respective parties included the period of the proposed go-shop provision and related provisions regarding offers from third parties during such period, termination fee amounts, the method of calculating the exchange ratio to be used for the component of transaction consideration to be paid in IDT common stock, the scope of representations and warranties, the scope of conduct of business covenants for PLX and IDT, conditions related to the closing of the transaction (in particular with respect to regulatory matters) and the definitions of material adverse effect with respect to IDT and PLX. During this time period, representatives of IDT and Latham continued their due

Table of Contents

diligence review of PLX. Members of the IDT senior management team, as well as Latham, continued to emphasize to PLX and Baker the importance of the completion of due diligence and the production of all requested materials.

On April 24th and 25, 2012, during a regularly scheduled meeting of the IDT board at which JPM representatives had been invited to participate, the IDT board was provided with a detailed status update regarding the PLX transaction, including the discussions with PLX and its advisor teams, the results of diligence to date, valuation, financing alternatives and the draft merger agreement, and IDT management, the IDT board and JPM discussed the proposed transaction, including plans for communications regarding the transaction in the event the parties reached a definitive agreement.

On April 28, 2012, representatives from IDT and PLX senior management, Latham and Baker convened a teleconference to discuss the process for completing due diligence. At the mutual request of IDT and PLX, representatives from Latham and Baker held teleconferences later that same day to review and discuss open items in the disclosure schedules to the merger agreement. The parties also continued to finalize the form of the merger agreement.

On April 29, 2012, representatives from Baker conveyed to representatives from Latham that the PLX board had met to review and discuss the proposed form of merger agreement, tender and support agreement and other matters related to the proposed strategic transaction. At such meeting, representatives of Deutsche Bank rendered the oral opinion (which was confirmed in writing by delivery of Deutsche Bank s written opinion dated April 30, 2012), to the effect that, as of such date and based upon and subject to the various qualifications, limitations, assumptions and conditions set forth in its opinion, the consideration per share to be paid to the holders of PLX common stock (other than IDT and its affiliates) in the offer and the merger was fair from a financial point of view to such holders. It was further conveyed that after related discussion and evaluation, the PLX board concluded that the proposed strategic transaction with IDT was in the best interests of PLX s stockholders and unanimously approved the merger agreement, the offer and the mergers and related transactions.

On April 30, 2012, the IDT board convened to discuss the proposed final form of merger agreement. The IDT board reviewed the transaction materials and process with Latham and JPM, including methodology and analysis regarding transaction structuring, due diligence, valuation and potential synergy matters. After a detailed review of the transaction structure, potential financing arrangements, potential synergies of the combined businesses, due diligence findings and other financial and legal aspects of the proposed transaction with Latham and JPM, the IDT board unanimously approved the merger agreement, the tender and support agreement, the offer and the mergers and the related transactions.

Later that same day and following such approval, IDT, Pinewood, Pinewood LLC and PLX entered into the merger agreement, and IDT and Pinewood entered into the tender and support agreement with the applicable directors and executive officers of PLX.

The transaction was announced pursuant to a joint press release issued by IDT and PLX following market-close on April 30, 2012.

On May 22, 2012, IDT and Pinewood commenced the Offer.

The go-shop period terminated as of 11:59 p.m., California time, on May 30, 2012. On May 31, 2012, after the termination of the go-shop period, PLX confirmed that it did not receive any superior proposals during the go-shop period and that no qualifying excluded party would be permitted to engage in any subsequent negotiations. The terms superior proposal and excluded party are described under The Merger Agreement Covenants Limited Solicitation of Acquisition Proposals beginning on page 88.

Table of Contents

IDT s Reasons for Making the Offer

The IDT board believes that the merger with PLX represents an opportunity to enhance value for IDT stockholders. The decision of the IDT board to enter into the merger agreement was the result of careful consideration by the IDT board of numerous factors. In reaching its conclusion to approve the merger agreement, the offer, the merger transactions and the other transactions contemplated by the merger agreement, the IDT board considered the following factors as generally supporting its decision to enter into the merger agreement.

Complementary Product Sets and Technologies. The IDT board believes the acquisition of PLX facilitates IDT s next step forward in the expansion of IDT s core serial switching and interface business. PLX brings to IDT a combination of assets, intellectual property and product lines that IDT expects will add to its current offerings to provide a broader set of tools, services and technologies for its customers.

Expand Growth Opportunities and Broaden Customer Base. PLX brings to IDT a combination of assets, intellectual property and product lines that IDT expects will add to its current offerings to provide a broader set of tools, services and technologies for its customers. The IDT board believes that the combined company can broaden its customer base and expand its serviceable market, combining IDT s historical strengths with PLX s historical strengths.

Stronger Customer Relationships. IDT expects that the combined company will have an improved ability to expand current customer relationships and increased penetration of new customer accounts. The IDT board believes that the combination of the two companies product lines and technological resources should enable the combined company to meet customer needs more effectively and to deliver more complete solutions to its customers.

Technology Opportunities. PLX s intellectual property and technology portfolio is expected to complement IDT s intellectual property and technology portfolio, allowing the combined company to further innovate to provide new product offerings, as well as improve current product families, to deliver high-performance system-level interconnect solutions for data centers and other applications.

Combination of Significant Talent. The transaction is expected to afford the opportunity to combine the skills of two well-regarded groups of engineers as well as experienced managers in the semiconductor industry.

Cost Savings and Enhanced Operating Results. The IDT board believes that the combination of IDT and PLX provides the potential for the combined enterprise to realize cost savings and enhanced operating results through added scale, lower manufacturing costs, and reduced redundancy in research and development, selling, marketing and administrative expenses, which can expand operating profit margin.

In addition to considering the factors outlined above, the IDT board considered the following additional factors, all of which it viewed as generally supporting its decision to enter into the merger agreement:

the results of the due diligence review of PLX s businesses and operations; and

the likelihood that the offer and the mergers will be completed on a timely basis, including the likelihood that the mergers will receive all necessary regulatory antitrust approvals without unacceptable conditions.

The IDT board also evaluated the risks, inherent in any transaction such as the merger transactions, that currently unanticipated difficulties could arise in integrating the operations, that there may be disruptions from concerns among employees of the two companies relating to any potential workforce reductions resulting from combining the two business, that anticipated cost savings may not be achieved, that management s attention may be diverted from other strategic priorities to implement merger integration efforts, that there may be dilution to IDT s stockholders and that

the synergies expected from combining the operations of IDT and PLX may not be realized or, if realized, may not be realized within the period expected. The IDT board believed that these risks were outweighed by the potential benefits to be realized from the merger transactions.

Table of Contents

The foregoing discussion of factors considered by the IDT board is not meant to be exhaustive, but includes the material factors considered by the IDT board in approving the merger agreement and the transactions contemplated by the merger agreement. The IDT board did not find it practicable to, and did not, quantify or otherwise assign relative weights to the specific factors considered in reaching its determination. Rather, the IDT board members made their respective determinations based on the totality of the information presented to them, including the recommendation by IDT management and input from IDT s advisors, and the judgments of individual members of the IDT board may have been influenced to a greater or lesser degree by different factors.

Other Factors You Should Consider

In deciding whether or not to tender your shares of PLX common stock, you should consider the factors described above under Background and Reasons for the Offer and the Merger beginning on page 38 as well as the factors set forth under Risk Factors beginning on page 22 and the other factors set forth in this prospectus.

Table of Contents

RECOMMENDATION OF PLX S BOARD OF DIRECTORS

At a meeting held on April 29, 2012, the PLX board of directors unanimously (i) authorized and approved the execution, delivery and performance of the merger agreement and the performance of the transactions contemplated by the merger agreement, including the offer, the top-up option, the merger and the LLC merger (ii) approved and declared advisable the merger agreement, the offer, the merger, the LLC merger and the other transactions contemplated by the merger agreement, (iii) declared that the terms of the merger agreement and the transactions contemplated by the merger agreement, including the merger, the offer, the LLC merger and the other transactions contemplated by the merger agreement, on the terms and subject to the conditions set forth therein, are fair to and in the best interests of the PLX stockholders (including the unaffiliated PLX stockholders), (iv) directed that the adoption of the merger agreement be submitted to a vote at a meeting of the PLX stockholders, unless the adoption of the merger agreement by the PLX stockholders is not required by applicable law, (v) recommended that the PLX stockholders accept the offer and tender their shares of PLX common stock pursuant to the offer and, if required by applicable law, vote their shares of PLX common stock in favor of adoption of the merger agreement and (vi) approved for all purposes the merger agreement and the transactions contemplated by the merger agreement to be, to the extent permitted by applicable law, exempt from any takeover or anti-takeover laws.

Accordingly, for the reasons described in more detail below, the PLX board of directors unanimously (i) determined that the transactions contemplated by the merger agreement, including the offer and the merger transactions, are fair and in the best interests of PLX and the PLX stockholders, (ii) approved and declared advisable the merger agreement and the transactions contemplated thereby, including the offer and the merger transactions and (iii) recommends that the PLX stockholders accept the offer and tender their shares of PLX common stock in the offer, and, if required by applicable law, vote in favor of the adoption of the merger agreement and thereby approve the merger and the transactions contemplated by the merger agreement.

PLX s Reasons for the Recommendation of the Offer

PLX s board of directors believes that the transactions contemplated by the merger agreement, including the offer and the merger transactions, are fair and in the best interests of the PLX stockholders, and in reaching its recommendation that stockholders tender their shares of PLX common stock in the offer, and, if required by applicable law, vote in favor of the adoption of the merger agreement, the PLX board of directors considered a number of factors, including the following material factors, which the PLX board of directors viewed as supporting its recommendation:

PLX s Operating and Financial Condition; Prospects of PLX as an Independent Company; Uncertainty of Potential Proxy Contest. The PLX board of directors considered its knowledge and familiarity with PLX s business, its current and historical financial condition and results of operations, as well as PLX s financial plan and prospects, if it were to remain an independent company. The PLX board of directors evaluated PLX s long-term strategic plan, including the execution risks and uncertainties, and the potential impact on the trading price of shares of PLX s common stock (which is not feasible to quantify numerically) if PLX were to execute or fail to execute upon its strategic plan. The PLX board of directors weighed the prospects of PLX s ability as a standalone entity to achieve long-term value for the PLX stockholders through execution on its strategic business plan against the near-term value to the PLX stockholders that could be realized through the offer, the merger and the LLC merger at a significant premium to the then-current market price of the shares of PLX common stock. The PLX board of directors also considered the potential business disruption PLX and uncertainty for its business, customers and employees created by the prospect of an extended proxy contest with Balch Hill and certain other affiliated parties.

Risks of Execution in a Competitive Marketplace. In evaluating PLX s long-term prospects as an independent company against the value to the PLX stockholders that could be realized by the PLX stockholders

Table of Contents

through the offer, the merger and the LLC merger, the PLX board of directors considered the impact of general economic market trends on PLX s sales, as well as general market risks that could reduce the market price of shares of PLX s common stock. The PLX board of directors also considered the highly competitive marketplace for PLX s products and the fact that many of PLX s competitors are significantly larger and have greater financial and other resources than PLX, and the impact of this competitive environment on PLX s ability to execute its strategic plan without substantial risk to the value of shares of PLX common stock.

Premia to Market Share Price. The PLX board of directors considered that the implied value of the offer consideration as of April 27, 2012 of $7.00 per share represented significant premiums to the trading price of PLX common stock as of recent and historical dates and periods.

Absence of Financing Condition and Other Limited Conditions. The PLX board of directors considered that, subject to PLX s rights to seek a superior proposal (as defined in the merger agreement) during the go-shop period, as described below in The Merger Agreement Covenants Limited Solicitation of Acquisition Proposals, the offer is likely to be completed and the merger transactions are likely to be consummated, based on, among other things, the absence of a financing condition and the limited number of other conditions to the offer and the merger transactions.

Timing of Completion. The PLX board of directors considered the fact that the transaction is structured as an exchange offer and a subsequent merger, which can often be completed more promptly than would have been the case with a merger alone, meaning that all PLX stockholders are likely to receive the offer consideration for their shares of PLX common stock more promptly.

Prospects of the Combined Entity. The PLX board of directors considered that the combined company would be a stronger and more financially flexible company than PLX as a stand-alone entity. The PLX board of directors considered that PLX and IDT have complementary product sets, technologies and customers, which the PLX board of directors considers will increase opportunities for the combined companies to realize PLX s strategic objectives. The PLX board of directors also considered that the offer and the merger presents an opportunity for PLX stockholders to receive common stock in a healthier, more competitive, and more financially stable company, to have greater liquidity for their shares, to benefit from any synergies experienced by IDT in the acquisition and integration of PLX and to participate in any future growth of IDT and PLX on a combined basis.

Prospects for Accretion in IDT Value. The PLX board of directors understanding, based on its review of IDT s financial position, results of operations and financial forecasts, that the acquisition of PLX by IDT is expected to be accretive to IDT s earnings in future periods, including based upon potential cost savings and synergies, which would benefit the PLX stockholders who will receive IDT common stock.

Opinion of Deutsche Bank. The PLX board of directors considered the oral opinion of Deutsche Bank Securities Inc., or Deutsche Bank, which was confirmed in writing by delivery of Deutsche Bank s written opinion dated April 30, 2012, to the effect that, as of such date and based upon and subject to the various qualifications, limitations, assumptions and conditions set forth therein, the consideration per share to be paid to the PLX stockholders (other than IDT and its affiliates) in the offer and the merger was fair from a financial point of view to such PLX stockholders.

Regulatory Approvals. The PLX board of directors considered that the substantive regulatory approvals that may be required to consummate the offer and the merger would likely be limited to complying with the requirements under the HSR Act.

Tax Treatment. The PLX board of directors considered that if the LLC Merger is completed and the offer and the merger transactions, taken together, qualify as a reorganization within the meaning of Section 368(a) of the Code, certain PLX stockholders may receive favorable tax treatment with respect to the gain realized by them.

Table of Contents

Additional information about the recommendation of PLX s board of directors, including the reasons for the recommendation, is more fully set forth in PLX s Solicitation/Recommendation Statement on Schedule 14D-9, which is being mailed to PLX stockholders together with this prospectus.

Table of Contents

THE OFFER

Exchange of Shares of PLX Common Stock

We are proposing to acquire all of the outstanding shares of PLX common stock in exchange for (i) 0.525 of a share of common stock of IDT and (ii) $3.50 in cash, in each case, subject to adjustment for stock splits, stock dividends and similar events, without interest thereon, less any applicable withholding taxes, for each validly tendered share of PLX common stock. We refer to this consideration, or any different consideration per share of PLX common stock that may be paid pursuant to the offer, as the offer consideration.

We will not issue any fractional shares of IDT common stock pursuant to the offer or the merger. Instead, each PLX stockholder who would otherwise be entitled to a fractional share (after aggregating all fractional shares of IDT common stock that otherwise would be received by such stockholder) will receive (i) for shares of PLX common stock validly tendered and not properly withdrawn pursuant to the offer, cash equal to such fraction multiplied by the closing price of a share of IDT common stock on NASDAQ on the date that Pinewood accepts for exchange at least a majority of the outstanding shares of PLX common stock, calculated on a fully diluted basis or (ii) for all other shares of PLX common stock that convert into the right to receive the offer consideration at the effective time of the merger, cash equal to such fraction multiplied by the closing price of a share of IDT common stock on NASDAQ on the date the merger becomes effective.

The expiration of the offer shall refer to the end of the day on June 20, 2012, at 12:00 midnight, New York City time, unless we extend the period of time for which the offer is open, in which case the term expiration of the offer means the latest time and date on which the offer, as so extended, expires.

We will not acquire any shares of PLX common stock in the offer unless PLX stockholders have validly tendered and not properly withdrawn prior to the expiration of the offer that a number of shares of PLX common stock that, together with shares of PLX common stock then directly or indirectly owned by IDT, represents at least a majority of fully diluted shares of PLX common stock then outstanding and no less than a majority of the voting power of the shares of PLX s capital stock then outstanding and entitled to vote upon the adoption of the agreement and approval of the merger, calculated as described in this prospectus. We refer to this condition as the minimum tender condition.

After completion of the offer, IDT will cause Pinewood to complete a merger with and into PLX, with PLX continuing as the surviving corporation, in which each outstanding share of PLX common stock (except for shares beneficially owned directly or indirectly by IDT for its own account, shares held in treasury by PLX and shares held by PLX stockholders who have properly preserved their appraisal rights, if any, under Delaware law) will be converted into the right to receive the same consideration paid in exchange for each share of PLX common stock in the offer, subject to appraisal rights to the extent applicable under Delaware law. We refer to this merger throughout this prospectus as the merger. If, after the completion of the offer, we beneficially own at least 90% of the outstanding shares of PLX common stock or if we exercise our option to purchase additional shares directly from PLX to reach the 90% threshold, we may effect the merger without the approval of PLX stockholders, as permitted under Delaware law, subject to appraisal rights to the extent applicable under Delaware law. If, on the other hand, after the completion of the offer, we beneficially own more than 50%, but less than 90%, of the outstanding shares of PLX common stock, a meeting of PLX stockholders or an action by written consent and the affirmative vote of at least a majority of the shares of PLX common stock outstanding on the record date for such meeting will be needed to complete the merger. Since IDT will own a majority of the shares of PLX common stock outstanding on the record date, approval of the merger by PLX stockholders will be assured. See Approval of the Merger on page 65.

Under the merger agreement, if the minimum tender condition is satisfied and we consummate the offer, we have the option, which we refer to as the top-up option, to purchase from PLX additional shares of PLX common stock equal to the lowest number of shares that, when added to the number of shares already owned by IDT, will constitute one share more than 90% of the shares of PLX common stock outstanding immediately after the shares subject to the top-up option are issued, at a cash price per share equal to the sum of (i) $3.50 and

Table of Contents

(ii) the product of 0.525 and the closing price of a share of IDT common stock on NASDAQ on the last trading day before we exercise the top-up option.

IDT or Pinewood may exercise this option at any time after the consummation of the offer and prior to the earlier to occur of (i) the time the merger becomes effective and (ii) the termination of the merger agreement in accordance with its terms. If, as of the expiration of the offer, all of the conditions to the offer have been satisfied or, where permissible, waived, and the shares to be issued pursuant to the top-up option, if exercised, together with all shares that are validly tendered and not properly withdrawn in the offer, would constitute one share more than 90% of the shares of PLX common stock then outstanding, we will exercise the top-up option. If we exercise this option, we will pay the aggregate par value of the shares issued pursuant to the top-up option in cash, and we will issue a promissory note for the remainder of the purchase price, to mature on the first anniversary date of its delivery and bearing interest at the rate of interest per annum equal to the prime lending rate as published in The Wall Street Journal. In no event will the top-up option be exercisable for a number of shares of PLX common stock in excess of PLX s then authorized and unissued shares of common stock.

The number of shares of IDT common stock issued to PLX stockholders in the offer and the merger will constitute approximately 14.1% of the outstanding common stock of the combined company after the merger based upon the number of outstanding shares of IDT common stock and PLX common stock on June 8, 2012, disregarding stock options and shares of common stock that may be issued by IDT or PLX pursuant to an employee stock plan.

The offer consideration, including the exchange ratio applicable in the offer and merger of 0.525 of a share of IDT common stock for each share of PLX common stock, or the per share exchange ratio, will be adjusted appropriately to reflect the effect of any stock split, reverse stock split, stock or cash dividend, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to the shares of IDT or PLX common stock that occurs on or after the date of the merger agreement and prior to the consummation of the offer, so as to provide to PLX stockholders the same economic effect as contemplated by the merger agreement prior to such adjustment.

If you are the record owner of your shares and you tender your shares directly to the exchange agent, you will not be obligated to pay any charges or expenses of the exchange agent or any brokerage commissions. If you own your shares through a broker or other nominee, and your broker or nominee tenders the shares on your behalf, your broker or nominee may charge you a fee for doing so. You should consult your broker or nominee to determine whether any charges will apply.

Timing of the Offer

We commenced the offer on May 22, the date of distribution of the initial prospectus. The offer is scheduled to expire at the end of the day on June 20, 2012, at 12:00 midnight, New York City time, unless we extend the period of the offer. All references to the expiration of the offer mean the time of expiration, as extended. For more information, see the discussion under Extension, Termination and Amendment below.

Extension, Termination and Amendment

In the event that the conditions to the offer have not been satisfied or, where permissible, waived, upon the expiration of the offer (as the same may be extended), we are required to extend the offer for successive periods of up to twenty (20) business days until the earlier of such time that all of the conditions to the offer have been satisfied or, where permissible, waived, or the merger agreement has been terminated in accordance with its terms. We are also required to extend the offer for any periods required by the SEC or applicable law. We are not required to extend the offer beyond October 30, 2012. However, if, as of such date, all of the conditions to the offer have been satisfied or, where permissible, waived, other than the expiration or termination of any applicable waiting period pursuant to the HSR Act or receipt of any required clearance, consent, authorization or approval

Table of Contents

related thereto allowing the consummation of the merger or both obtaining such HSR clearance and the satisfaction of the minimum tender condition, if so elected by either IDT or PLX, we will extend the offer for an additional three (3) month period to January 31, 2013, solely to satisfy such conditions, and thereafter, if we so elect in our sole discretion, we will extend the offer for an additional three (3) month period to April 30, 2013, solely to satisfy such conditions, provided that the offer may in no event be extended past April 30, 2013. If, at the expiration of the offer, all of the conditions to the offer have been satisfied or, where permissible, waived, we will accept for payment and promptly pay for shares of PLX common stock tendered and not properly withdrawn in the offer. During any extension, all shares of PLX common stock previously tendered and not validly withdrawn will remain deposited with the exchange agent, subject to your right to withdraw your shares of PLX common stock. If we exercise our right to use a subsequent offering period as described below, we will first consummate the exchange with respect to the shares validly tendered and not properly withdrawn in the initial offer period.

After acceptance for payment of shares of PLX common stock in the offer, if we do not hold at least 90% of PLX s issued and outstanding shares to permit us to complete the merger pursuant to the short-form merger provisions of Section 253 of the DGCL, then we may provide a subsequent offering period (and one or more extensions thereof) of up to twenty (20) business days. For more information, see the discussion under Subsequent Offering Period below.

We expressly reserve the right, but shall not be obligated to, waive any conditions to the offer and to make any changes to the terms of or conditions to the offer, provided that, without the prior written consent of PLX, we cannot:

- reduce the offer consideration;
- change the form of consideration payable in the offer, other than to increase the consideration;
- reduce the number of shares to be purchased in the offer;
- waive or amend the minimum tender condition, the condition that any applicable waiting period under the HSR Act has expired or PLX and IDT have otherwise received approval or authorization of the merger, the condition that the registration statement has been declared effective and remains effective or the condition that the shares of IDT common stock to be issued in exchange for PLX common stock have approved for listing on NASDAQ;
- add to or amend any additional conditions to the offer in a manner that is material and adverse to PLX stockholders;
- extend the offer except as permitted by the merger agreement; or
- amend any term of the offer in a manner adverse to PLX s stockholders.

In the event the merger agreement is terminated in accordance with its terms prior to the acceptance of any shares of PLX common stock for exchange pursuant to the offer, we will promptly terminate the offer without accepting any shares that were previously tendered.

We will follow any extension, termination, waiver or amendment, as promptly as practicable, with a public announcement. Subject to the requirements of the Exchange Act and other applicable law, and without limiting the manner in which we may choose to make any public announcement, we assume no obligation to publish, advertise or otherwise communicate any public announcement.

Subsequent Offering Period

We may elect to provide subsequent offering periods of up to twenty (20) business days after the acceptance of shares of PLX common stock upon the expiration of the offer in accordance with Rule 14d-11 under the Exchange Act if, as of the expiration of the offer, all of the conditions to the offer have been satisfied or, where

53

Table of Contents

permissible, waived, but the total number of shares of PLX common stock that have been validly tendered and not properly withdrawn pursuant to the offer, together with shares of PLX common stock then directly or indirectly owned by IDT, is less than 90% of the total number of shares of PLX common stock then outstanding. If we exercise our right to use a subsequent offering period, we will first consummate the exchange with respect to the shares validly tendered and not properly withdrawn in the initial offer period. You will not have the right to withdraw any shares of PLX common stock that you tender in the subsequent offering period. If we elect to provide a subsequent offering period, we will make a public announcement to that effect no later than 9:00 a.m. New York City time on the next business day after the previously scheduled expiration.

Conditions of the Offer

The offer is subject to a number of conditions, which we describe below. Notwithstanding any other provisions of the offer, and in addition to IDT s rights to amend the offer at any time in its sole discretion (subject to the provisions of the merger agreement and any applicable rules and regulations of the SEC, including Rule 14e-l(c) under the Exchange Act), IDT shall not be required to accept for exchange, or exchange the offer consideration for, any validly tendered shares of PLX common stock if any of these conditions are not satisfied or, where permissible, waived as of the expiration of the offer. The offer is not subject to any financing condition.

Minimum Tender Condition

There must be validly tendered and not properly withdrawn prior to the expiration of the offer that number of shares of PLX common stock that, together with shares of PLX common stock then beneficially owned, directly or indirectly, by IDT, represents at least a majority of the outstanding shares of PLX common stock, on a fully diluted basis, and no less than a majority of the voting power of PLX s capital stock, on a fully diluted basis, and entitled to vote upon the adoption of the merger agreement and approval of the merger.

Regulatory Clearance

Any applicable waiting period pursuant to the HSR Act must have expired or terminated or the required clearance, consent, authorization or approval pursuant to the HSR Act must have been received for the consummation of the merger.

Registration Condition

The registration statement on Form S-4 of which this prospectus is a part must have been declared effective by the SEC under the Securities Act and not be the subject of any stop order issued by the SEC or proceeding initiated by the SEC seeking a stop order that has not been concluded or withdrawn.

NASDAQ Listing Condition

The shares of IDT common stock issuable in exchange for shares of PLX common stock in the offer and the merger shall have been authorized for listing on NASDAQ.

Additional Conditions

In addition, notwithstanding any other provisions of the offer, subject to the provisions of the merger agreement and any applicable rules and regulations of the SEC (including Rule 14e-1(c) under the Exchange Act), IDT shall not be required to accept for exchange, or exchange the offer consideration for, any validly tendered shares of PLX common stock if any of the following events has occurred:

any lawsuit, action or proceeding has been instituted by any governmental entity, other than the required clearance or approval under the HSR Act, which remains pending, and the outcome of which

Table of Contents

would reasonably be expected to (i) make illegal, restrain or prohibit the consummation of the offer or the merger, (ii) make illegal, restrain, prohibit or impose limitations on the ownership or operation of all of the business or assets of IDT, PLX or their respective subsidiaries, or compel IDT or any of its subsidiaries to dispose of or hold separately all or any port of the business or assets of IDT, PLX or their respective subsidiaries or (iii) make illegal, restrain, prohibit or impose any limitations on the ability of IDT or Pinewood to acquire, hold or exercise full ownership rights with respect to the shares of PLX common stock purchased in the offer or the merger, or any law, regulation or order by a governmental entity or court has been entered which would reasonably be expected to result in any of the above consequences;

the representations and warranties of PLX in the merger agreement are not true and correct except as would not have a material adverse effect on PLX, or in some cases in all material respects, as of the date of the merger agreement and the expiration of the offer;

PLX has materially breached any of its obligations under the merger agreement and such breach or failure to perform has not been cured prior to the expiration of the offer;

any event, change or development shall have occurred that has had or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, results of operation or condition of PLX and its subsidiaries and such material adverse effect shall not have been cured;

PLX s board of directors has changed its recommendation of the merger agreement in a manner adverse to IDT and such change has not been withdrawn;

PLX has approved, endorsed or recommended to PLX s stockholders an acquisition proposal other than the offer or the merger with IDT and Pinewood; or

the merger agreement has been terminated in accordance with its terms.

The offer is not subject to any financing conditions.

General Conditions

All of the foregoing conditions are for our sole benefit and may be asserted by us regardless of the circumstances giving rise to any such condition, in whole or in part at any time prior to the expiration of the offer or, and all conditions, other than the minimum tender condition, the regulatory clearance condition, the registration condition and the NASDAQ listing condition, may be waived by us, in our sole discretion, in whole or in part at any applicable time subject in each case to the terms of the merger agreement and the applicable rules and regulations of the SEC.

Subject to our disclosure and other obligations under SEC rules, and prior to our acceptance of validly tendered shares of PLX common stock, the failure by us at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and, each such right shall be deemed an ongoing right that may be asserted at any time and from time to time.

IDT and PLX cannot assure you that all of the conditions to completing the offer will be satisfied or, where permissible, waived.

Important Definitions

The merger agreement provides that a material adverse effect means, when used in connection with IDT or PLX, any change, event, effect, occurrence, state of facts or development that, individually or in the aggregate, has had or would reasonably be expected to have a materially adverse effect on the business, results of operations or condition (financial or otherwise) of IDT or PLX and their respective subsidiaries, taken as a whole, or prevents or materially delays, or would reasonably be expected to prevent or materially delay, the consummation

55

Table of Contents

of the offer or the merger or the performance by IDT or PLX and their respective subsidiaries, including in the case of IDT, Pinewood and Pinewood LLC, of any its respective material obligations under the merger agreement; provided that a material adverse effect shall not include the effect of any of the following and their effects on the business, results of operations or condition (financial or otherwise) of IDT or PLX and their respective subsidiaries:

changes in general economic or political conditions or financial or securities markets in general in any location where, respectively, IDT or PLX or their respective subsidiaries have material operations, provided that the effect of any changes to the extent they, respectively, disproportionately affect IDT or PLX and their respective subsidiaries, taken as a whole, as compared to other entities operating in the same principal industries and geographical markets shall not be excluded;

changes in conditions generally affecting the principal industry in which, respectively, IDT or PLX or their respective subsidiaries operate, provided that the effect of any changes to the extent they, respectively, disproportionately affect IDT or PLX and their respective subsidiaries, taken as a whole, as compared to other entities operating in the same principal industries and geographical markets shall not be excluded;

changes in GAAP or applicable law, or enforcement or interpretation thereof, in each case as applicable to IDT or PLX or their respective subsidiaries, provided that the effect of any changes to the extent they, respectively, disproportionately affect IDT or PLX and their respective subsidiaries, taken as a whole, as compared to other entities operating in the same principal industries and geographical markets shall not be excluded;

acts of war, armed hostilities, sabotage or terrorism, or any escalation or worsening of any acts of war, armed hostilities, sabotage or terrorism, provided that the effect of any changes to the extent they, respectively, disproportionately affect IDT or PLX and their respective subsidiaries, taken as a whole, as compared to other entities operating in the same principal industries and geographical markets shall not be excluded;

any hurricane, tornado, flood, earthquake, tsunami, volcano eruption or other natural disaster, provided that the effect of any changes to the extent they, respectively, disproportionately affect IDT or PLX and their respective subsidiaries, taken as a whole, as compared to other entities operating in the same principal industries and geographical markets shall not be excluded;

the execution, delivery, announcement or pendency of the merger agreement, the compliance, respectively, by IDT or PLX or their respective subsidiaries with the terms of this Agreement or the anticipated consummation of the offer or the merger, including the impact thereof on the relationships, contractual or otherwise, respectively, of IDT or PLX or their respective subsidiaries with employees, labor unions, customers, suppliers or business partners;

any legal proceedings made or brought by any current or former securityholders, respectively, of IDT or PLX (on their own behalf or on behalf of such entity) arising out of or related to the merger agreement or any of the transactions contemplated by the merger agreement

any failure by, respectively, IDT or PLX to meet any internal or published projections, forecasts, estimates or projections in respect of revenues, cash flow, earnings or other financial or operating metrics for any period, provided that the underlying causes of such failure shall not be excluded; or

any changes in the market price or trading volume of shares of the common stock, respectively, of IDT or PLX, provided that the underlying causes of such changes shall not be excluded.

Procedure for Tendering Shares

For you to validly tender shares of PLX common stock pursuant to the offer:

the enclosed letter of transmittal, properly completed and duly executed, along with any required signature guarantees, or an agent s message (as defined below) in connection with a book-entry

Table of Contents

transfer, and any other required documents, must be transmitted to and received by the exchange agent at one of its addresses set forth on the back cover of this prospectus, and certificates for tendered shares of PLX common stock must be received by the exchange agent at one of its addresses or those shares of PLX common stock must be tendered pursuant to the procedures for book-entry transfer set forth below, and a confirmation of receipt of the tender received, which confirmation we refer to below as a book-entry confirmation, in each case before the expiration of the offer; or

you must comply with the guaranteed delivery procedures set forth below.

The term agent s message means a message, transmitted by DTC to, and received by, the exchange agent and forming a part of a book-entry confirmation, which states that DTC has received an express acknowledgment from the participant in DTC tendering the shares of PLX common stock that are the subject of the book-entry confirmation, that the participant has received and agrees to be bound by the terms of the letter of transmittal and that we may enforce that agreement against the participant.

The exchange agent will establish accounts at DTC with respect to the shares of PLX common stock for purposes of the offer within two (2) business days after the date of this prospectus, and any financial institution that is a participant in DTC may make book-entry delivery of the shares of PLX common stock by causing DTC to transfer tendered shares of PLX common stock into the exchange agent s account in accordance with DTC s procedure for the transfer. However, although delivery of shares of PLX common stock may be effected through book-entry at DTC, the letter of transmittal, with any required signature guarantees, or an agent s message in connection with a book-entry transfer, and any other required documents, must, in any case, be transmitted to and received by the exchange agent at one of its addresses set forth on the back cover of this prospectus prior to the expiration of the offer, or the guaranteed delivery procedures described below must be followed.

Signatures on all letters of transmittal must be guaranteed by an eligible institution, except in cases in which shares of PLX common stock are tendered either by a registered holder of shares of PLX common stock who has not completed the box entitled Special Payment Instructions or Special Delivery Instructions on the letter of transmittal or for the account of an eligible institution.

If the certificates for shares of PLX common stock are registered in the name of a person other than the person who signs the letter of transmittal, or if payment is to be made, or certificates for shares of PLX common stock not tendered or not accepted for payment are returned, to a person other than the registered holder(s), the certificates must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name or names of the registered holder(s) appear(s) on the certificates, with the signature(s) on the certificates or stock powers guaranteed in the manner we have described above.

Procedure for Tendering ESOP Shares

Under the ESOP, each participant is entitled to instruct Union Bank N.A. (acting on behalf of U.S. Bank National Association), trustee for the ESOP, or the trustee, whether or not to tender all or a portion of the shares of PLX common stock allocated to such participant s ESOP account. The ESOP provides that allocated shares will be tendered in accordance with the affirmative instructions provided to the trustee. If you fail to affirmatively instruct the trustee whether or not to tender all or a portion of your shares, the ESOP provides that your shares will not be tendered. In addition, ESOP provides that the trustee will tender any unallocated shares held by the ESOP in the same proportion as the allocated shares are tendered. The trustee must generally follow a participant s instructions and the ESOP provisions unless it has a well founded reason to believe that doing so would violate ERISA. Should the trustee determine that the implementation of a participant instruction or adherence to any ESOP provision relative to tender offers would violate ERISA, it must ignore such instruction or ESOP provision and exercise its discretion as trustee in lieu of such instruction or ESOP provision.

Table of Contents

To instruct the trustee to tender any or all of the shares allocated to your ESOP account you must complete the enclosed ESOP instruction form and return it to Computershare, the tabulation agent for the offer, as set forth below:

By Mail:	By Overnight Courier:	By Facsimile:
Computershare	Computershare	Computershare
c/o Voluntary Corporate Actions	c/o Voluntary Corporate Actions	c/o Voluntary Corporate Actions
P.O. Box 43011	250 Royall Street Suite V	(617) 360-6810
Providence, RI 02940-3011	Canton, MA 02021	

You must return the ESOP instruction form to the tabulation agent at or before 5:00 p.m., New York City time, on June 15, 2012, unless the offer is extended by IDT. After the deadline for returning the ESOP Instruction Form, the tabulation agent will complete the tabulation of all directions and the trustee will tender the appropriate number of shares.

In order for the trustee to make a timely tender of your shares, you must complete and return the enclosed ESOP instruction form so that it is received by the tabulation agent not later than 5:00 p.m., New York City time, on June 15, 2012, unless the offer is extended by IDT. If your ESOP instruction form is not received by this deadline, or if it is not fully and properly completed, the Trustee will not tender any shares allocated to your ESOP account. If you instruct the trustee to tender all or a portion of the shares held in your ESOP account, you may withdraw your instructions by submitting a new ESOP instruction form in accordance with the previous instructions for directing the tender of all or a portion of the shares held in your ESOP account to the tabulation agent before 5:00 p.m., New York City time on June 15, 2012, unless the offer is extended by IDT.

Your ESOP account will receive the merger consideration (without interest and less any applicable withholding taxes) for each share you tender from your ESOP account. The cash the ESOP receives for any such shares will be invested in a money market account. All such proceeds will remain in the ESOP and may withdrawn only in accordance with the terms of the ESOP. Any shares that you do not elect to tender will continue to be held in your ESOP account. If the merger is completed, the shares allocated to your ESOP account that have not been tendered and accepted for exchange in the offer will be converted into the right to receive the merger consideration (without interest and less any applicable withholding taxes) pursuant to the terms of the merger agreement.

Guaranteed Delivery

If you wish to tender shares of PLX common stock pursuant to the offer and your certificates are not immediately available or you cannot deliver the certificates and all other required documents to the exchange agent prior to the expiration of the offer or cannot complete the procedure for book-entry transfer on a timely basis, your shares of PLX common stock may nevertheless be tendered, if all of the following conditions are satisfied:

- you make your tender by or through an eligible institution;
- the enclosed notice of guaranteed delivery, properly completed and duly executed, substantially in the form enclosed with this prospectus, is received by the exchange agent as provided below on or prior to the expiration of the offer; and
- the certificates for all tendered shares of PLX common stock, or a confirmation of a book-entry transfer of tendered shares into the exchange agent s account at DTC as described above, in proper form for transfer, together with a properly completed and duly executed letter of transmittal, with any required signature guarantees, or, in the case of a book-entry transfer, an agent s message, and all other documents required by the letter of transmittal are received by the exchange agent within three (3) NASDAQ Stock Market trading days after the date of execution of the notice of guaranteed delivery. You may deliver the notice of guaranteed delivery by facsimile transmission or mail to the

58

Table of Contents

exchange agent and you must include a signature guarantee by an eligible institution in the form set forth in that notice.

Withdrawal Rights

Shares of PLX common stock that you tender pursuant to the offer may be withdrawn according to the procedures set forth below at any time prior to the expiration of the offer and, unless previously accepted for exchange in the offer, may also be withdrawn at any time after July 21, 2012.

For your withdrawal to be effective, the exchange agent must timely receive from you a written or facsimile transmission notice of withdrawal at one of its addresses set forth on the back cover of this prospectus, and your notice must include your name, address, social security number, the certificate number(s) and the number of shares of PLX common stock to be withdrawn, as well as the name of the registered holder, if it is different from that of the person who tendered those shares of PLX common stock. If shares of PLX common stock have been tendered pursuant to the procedures for book-entry transfer discussed above under Procedure for Tendering Shares, any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn shares of PLX common stock and must otherwise comply with DTC s procedures. If certificates have been delivered or otherwise identified to the exchange agent, the name of the registered holder and the serial numbers of the particular certificates evidencing the shares of PLX common stock withdrawn must also be furnished to the exchange agent, as stated above, prior to the physical release of the certificates. We will decide all questions as to the form and validity (including time of receipt) of any notice of withdrawal, in our sole discretion, and our decision will be final and binding.

An eligible institution must guarantee all signatures on the notice of withdrawal unless the shares of PLX common stock have been tendered for the account of an eligible institution.

None of IDT, the exchange agent, the information agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or will incur any liability for failure to give any notification. Any shares of PLX common stock that you properly withdraw will be deemed not to have been validly tendered for purposes of the offer. However, you may retender withdrawn shares of PLX common stock by following one of the procedures discussed under Procedure for Tendering Shares or Guaranteed Delivery at any time before the expiration of the offer.

Effect of a Tender of Shares

In all cases, we will exchange shares of PLX common stock tendered and accepted for exchange pursuant to the offer only after timely receipt by the exchange agent of certificates for shares of PLX common stock, or timely confirmation of a book-entry transfer of tendered shares into the exchange agent s account at DTC as described above, properly completed and duly executed letter(s) of transmittal, or an agent s message in connection with a book-entry transfer, and any other required documents.

By executing a letter of transmittal, you irrevocably appoint our designees as your attorneys-in-fact and proxies, each with full power of substitution, to vote at the special meeting in connection with the merger, if any, and to the extent permitted by applicable law and under PLX s certificate of incorporation and bylaws, any other annual, special or adjourned meeting of PLX s stockholders or otherwise to execute any written consent concerning any matter, and to otherwise act as our designees, in their sole discretion, deem proper with respect to such tendered shares of PLX common stock (and any and all non-cash dividends, distributions, rights, other shares of PLX common stock or other securities issued or issuable in respect thereof on or after the date of this prospectus) that have been accepted for payment before the time any such action is taken and with respect to which you are entitled to vote. That appointment is effective if and when, and only to the extent that, we accept the shares of PLX common stock for exchange pursuant to the offer. All of these proxies shall be considered coupled with an interest in the tendered shares of PLX common stock and therefore shall not be revocable. Upon

Table of Contents

the effectiveness of the appointment, all prior proxies that you have given will be revoked, and you may not give any subsequent proxies, and, if given, they will not be deemed effective.

We will determine questions as to the validity, form, eligibility (including time of receipt) and acceptance for exchange of any tender of shares of PLX common stock, in our sole discretion, and our determination shall be final and binding. We reserve the absolute right to reject any and all tenders of shares of PLX common stock that we determine are not in proper form or the acceptance of or exchange for which may, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive any defect or irregularity in the tender of any shares of PLX common stock. No tender of those shares of PLX common stock will be deemed to have been validly made until all defects and irregularities in tenders of those shares of PLX common stock have been cured or waived. Neither we, the exchange agent, the information agent nor any other person will be under any duty to give notification of any defects or irregularities in the tender of any shares of PLX common stock or will incur any liability for failure to give notification. Our interpretation of the terms and conditions of the offer, including the letter of transmittal and instructions thereto, will be final and binding.

The tender of shares of PLX common stock pursuant to any of the procedures described above will constitute a binding agreement between you and us upon the terms and subject to the conditions of the offer.

Delivery of Shares of IDT Common Stock and Cash

Subject to the satisfaction or, where permissible, waiver of the conditions to the offer as of the expiration of the offer, we will accept for exchange shares of PLX common stock validly tendered and not properly withdrawn promptly after the expiration of the offer and will exchange such shares of PLX common stock for 0.525 shares of IDT common stock per share and $3.50 per share in cash, in each case, subject to adjustment for stock splits, stock dividends and similar events, and cash in lieu of fractional shares for the tendered shares of PLX common stock. In all cases, the exchange of shares of PLX common stock tendered and accepted for exchange pursuant to the offer will be made only if the exchange agent timely receives:

- certificates for those shares of PLX common stock, or a timely confirmation of a book-entry transfer of those shares of PLX common stock in the exchange agent s account at DTC, and a properly completed and duly executed letter of transmittal or a duly executed copy thereof, and any other required documents; or

- a timely confirmation of a book-entry transfer of those shares of PLX common stock in the exchange agent s account at DTC, together with an agent s message.

For purposes of the offer, we will be deemed to have accepted for exchange shares of PLX common stock validly tendered and not properly withdrawn when, as and if we notify the exchange agent of our acceptance of the tender of those shares of PLX common stock pursuant to the offer. The exchange agent will deliver the shares of IDT common stock and the cash portion of the offer consideration, in each case, subject to adjustment for stock splits, stock dividends and similar events, and cash in lieu of a fraction of a share of IDT common stock promptly after receipt of our notice. The exchange agent will act as agent for tendering PLX stockholders for the purpose of receiving the cash portion of the offer consideration, the shares of IDT common stock and cash instead of a fraction of a share of IDT common stock and transmitting the shares and cash to you. You will not receive any interest on any cash that you are entitled to receive, even if there is a delay in making the exchange. If we do not accept shares of PLX common stock for exchange pursuant to the offer or if certificates are submitted for more shares of PLX common stock than are tendered in the offer, we will return certificates for these unexchanged shares of PLX common stock without expense to the tendering stockholder. If we do not accept shares of PLX common stock for exchange pursuant to the offer, shares of PLX common stock tendered by book-entry transfer into the exchange agent s account at DTC pursuant to the procedures set forth under Procedure for Tendering Shares will be credited to the account maintained with DTC from which those shares were originally transferred, promptly following expiration or termination of the offer.

Table of Contents

Cash Instead of Fractional Shares of IDT Common Stock

We will not issue any fractional shares of IDT common stock pursuant to the offer or the merger. Instead, each PLX stockholder who would otherwise be entitled to a fractional share (after aggregating all fractional shares of IDT common stock that otherwise would be received by such stockholder) will receive (i) for shares of PLX common stock validly tendered and not properly withdrawn pursuant to the offer, cash equal to such fraction multiplied by the closing price of a share of IDT common stock on NASDAQ on the date that Pinewood accepts for exchange at least a majority of the outstanding shares of PLX common stock, calculated on a fully diluted basis or (ii) for all other shares of PLX common stock that convert into the right to receive the offer consideration at the effective time of the merger, cash equal to such fraction multiplied by the closing price of a share of IDT common stock on NASDAQ on the date the merger becomes effective.

Material U.S. Federal Income Tax Consequences

The following is a discussion of the material U.S. federal income tax consequences of the offer, the merger and the LLC merger (if it occurs) to holders of PLX common stock upon an exchange of their PLX common stock for IDT common stock and cash. The following summary is based upon the Code, existing and proposed Treasury regulations and published administrative rulings and court decisions, all as currently in effect as of the date hereof, and all of which are subject to change, possibly with retroactive effect. The following discussion does not address the following: (i) the tax consequences of the offer and the merger transactions under U.S. federal non-income tax laws or under state, local or non-U.S. tax laws; or (ii) the tax consequences of the ownership or disposition of IDT common stock acquired in the offer or the merger.

Except as specifically set forth below, this discussion addresses only those PLX stockholders that are U.S. persons for U.S. federal income tax purposes. You are a U.S. person for purposes of this discussion if you are:

- a citizen or resident of the United States;
- a corporation (or an entity treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States or of any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust if (a) (i) a court within the United States is able to exercise primary supervision over the trust, and (ii) one or more U.S. persons have authority to control all substantial decisions of the trust, or (b) the trust has made an election under applicable Treasury regulations to be treated as a U.S. person.

This discussion addresses only those PLX stockholders that hold their PLX common stock as a capital asset within the meaning of Section 1221 of the Code and does not address all the U.S. federal income tax consequences that may be relevant to particular PLX stockholders in light of their individual circumstances or to PLX stockholders that are subject to special rules, such as:

- financial institutions;
- investors in pass-through entities;
- insurance companies;
- tax-exempt organizations;

dealers in securities or currencies;

traders in securities that elect to use a mark to market method of accounting;

persons that hold PLX common stock as part of a straddle, hedge, constructive sale or conversion transaction;

regulated investment companies;

real estate investment trusts;

certain U.S. expatriates;

persons whose functional currency is not the U.S. dollar;

Table of Contents

persons that hold beneficial ownership of PLX common stock through the ESOP; and

stockholders who acquired their PLX common stock through the exercise of an employee stock option or otherwise as compensation.

If a partnership (or other entity taxed as a partnership for U.S. federal income tax purposes) holds PLX common stock, the tax treatment of a partner in the partnership generally will depend upon the status of the partner and the activities of the partnership. Partnerships and partners in such a partnership should consult their tax advisers about the tax consequences of the offer and the merger to them.

Tax matters are very complicated, and the tax consequences of the offer, the merger and the LLC merger (if any) to PLX stockholders will depend on each such stockholder s particular tax situation. PLX STOCKHOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO SPECIFIC TAX CONSEQUENCES TO THEM OF THE OFFER, THE MERGER AND THE LLC MERGER (IF ANY), INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, FOREIGN AND OTHER TAX LAWS AND OF CHANGES IN APPLICABLE TAX LAWS.

Transaction Structure

Pursuant to the merger agreement, the acquisition of PLX common stock by IDT in the transactions contemplated by the merger agreement will be effected either as (i) a transaction structured to qualify as a reorganization within the meaning of section 368(a) of the Code, if the conditions to the LLC merger are satisfied or (ii) a transaction that is fully taxable to PLX stockholders for U.S. federal income tax purposes. IDT will notify PLX s stockholders via a press release announcing the consummation of the offer and the merger as to whether or not the acquisition of PLX by IDT has been structured as a reorganization.

As described in The Merger Agreement Conditions of the LLC Merger below, the LLC merger is conditioned on the acceptance by IDT of shares tendered in the offer, the completion of the merger, the absence of any legal prohibition on completing the LLC merger and the receipt by PLX of an opinion of Baker & McKenzie LLP to the effect that the offer, the merger and the LLC merger, taken together, will constitute a reorganization within the meaning of section 368(a) of the Code (such opinion, the tax opinion). If these conditions to the LLC merger are satisfied, IDT and PLX will treat the offer, the merger and the LLC merger, taken together, as a single integrated transaction for U.S. federal income tax purposes that qualifies as a reorganization within the meaning of section 368(a) of the Code. If these conditions are not satisfied, the LLC merger will not occur and the receipt of cash and IDT common stock in the offer or merger will be fully taxable to PLX stockholders. The tax opinion is not a condition to the offer or the merger.

The determination by Baker & McKenzie LLP as to whether the offer, the merger and the LLC merger, taken together, will be treated as a reorganization within the meaning of section 368(a) of the Code will depend upon the facts and circumstances (including as set forth in the representation letters referred to below) and law existing at the effective time of the LLC merger, if any. The tax opinion, if rendered, will be based on certain assumptions and may be based on customary representation letters provided by PLX and IDT. It is possible that PLX will not be able to obtain the tax opinion, whether because PLX or IDT is unable to deliver a required representation, because there have been changes in law or for other reasons. If any of the representations in the representation letters is or becomes inaccurate, then the tax opinion may no longer be valid. The tax opinion will not be binding on the IRS and will not preclude the IRS from asserting, or a court from sustaining, a contrary conclusion. Neither PLX nor IDT intends to request any ruling from the IRS as to the U.S. federal income tax consequences of the transactions contemplated by the merger agreement. Therefore, there can be no assurance that the LLC merger will occur or that the receipt of IDT common stock and cash in the offer and the merger will not be fully taxable to PLX stockholders.

Table of Contents

Consequences if the Offer, the Merger and the LLC Merger, Taken Together, Qualify as a Reorganization

Assuming that the LLC merger occurs and that the offer, the merger and the LLC merger, taken together, are treated as a reorganization within the meaning of section 368(a) of the Code, the following material U.S. federal income tax consequences will result:

A PLX stockholder that exchanges PLX common stock for IDT common stock and cash pursuant to the offer or the merger will recognize gain (but not loss) in an amount equal to the lesser of (i) the amount of cash received (other than any cash received with respect to a fractional share of IDT common stock, which is discussed below) and (ii) an amount equal to the excess, if any, of (x) the sum of the amount of cash and the fair market value of the shares of IDT common stock received over (y) the stockholder s adjusted tax basis in the PLX common stock exchanged.

The gain recognized will generally be capital gain. It is possible, however, that a stockholder would instead be required to treat all or part of such gain as dividend income, if that stockholder s percentage ownership in IDT (including shares that the stockholder is deemed to own under certain attribution rules) after the transaction is not meaningfully reduced from what that stockholder s percentage ownership would have been if the stockholder had received solely shares of IDT common stock rather than a combination of cash and IDT common stock. If a stockholder who has a relatively minimal stock interest in IDT and PLX suffers a reduction in its proportionate interest in IDT relative to what its proportionate interest in IDT would have been had it received solely shares of IDT common stock in the merger, the stockholder should be regarded as having suffered a meaningful reduction in interest. For example, the IRS has ruled that any reduction in the stockholder s proportionate interest will constitute a meaningful reduction in a transaction in which a holder held less than 1% of the shares of a corporation and did not have management control over the corporation. Each PLX stockholder whose deemed percentage stock ownership in IDT is not minimal should consult its tax advisor to determine whether the receipt of cash by such stockholder may be treated as a dividend for U.S. federal income tax purposes.

A PLX stockholder will have an aggregate initial tax basis in the IDT common stock received equal to the stockholder s aggregate adjusted tax basis in its PLX common stock surrendered (i) reduced by the amount of cash received by the stockholder and (ii) increased by the amount of gain (including any portion of such gain that is treated as a dividend as described above), if any, recognized by the stockholder (but not including the gain recognized upon the receipt of cash in lieu of fractional shares of IDT common stock).

The holding period for IDT common stock received by a PLX stockholder in the offer or the merger (including fractional shares of IDT common stock deemed received) will include the holding period for the PLX common stock surrendered.

If a PLX stockholder receives cash in lieu of fractional shares of IDT common stock in the offer or the merger, the stockholder generally will recognize capital gain or loss equal to the difference between the amount of cash received in lieu of the fractional shares of IDT common stock and the stockholder s adjusted tax basis that is allocable to the fractional shares.

Any capital gain that is recognized on the exchanges described above will be long-term capital gain if the stockholder s holding period with respect to its PLX common stock exceeds one (1) year.

A PLX stockholder who receives IDT common stock in the merger will be required to retain records pertaining to the merger. In addition, a PLX stockholder who, immediately before the merger, owned at least 5% (by vote or value) of the total outstanding stock of PLX is required to attach a statement to its U.S. federal income tax return for the year in which the merger is completed that sets forth such stockholder s tax basis in its PLX common stock surrendered and the fair market value of such stock.

If a PLX stockholder acquired different blocks of PLX common stock at different times or at different prices, any gain will be determined separately with respect to each block of PLX common stock, and the cash and

63

Table of Contents

shares of IDT common stock received in the merger will be allocated on a pro rata basis to each such block of PLX common stock.

Consequences if the LLC Merger Does Not Occur or if the Offer, the Merger and the LLC Merger, Taken Together, Fail to Qualify as a Reorganization

If the LLC merger does not occur or the offer, the merger and the LLC merger, taken together, otherwise fail to qualify as a reorganization within the meaning of section 368(a) of the Code, the offer and the merger will be fully taxable for U.S. federal income tax purposes and PLX stockholders will be fully subject to tax on the exchange of their PLX common stock for IDT common stock and cash. In general, each PLX stockholder exchanging PLX common stock for IDT common stock and cash will recognize capital gain or loss in an amount equal to the difference between (i) the sum of the amount of cash received (including any cash received with respect to a fractional share of IDT common stock) and the fair market value of IDT common stock received, and (ii) the stockholder s adjusted tax basis in its PLX common stock surrendered. The capital gain or loss will be long-term capital gain or loss if the stockholder had held the PLX common stock surrendered for more than one year. The initial tax basis in the IDT common stock received in the offer or the merger, as applicable, will be equal to its fair market value and the holding period for such IDT common stock will begin the day after the completion of the offer or the effective time of the merger, as applicable.

If a PLX stockholder acquired different blocks of PLX common stock at different times or at different prices, any gain or loss will be determined separately with respect to each block of PLX common stock, and the cash and shares of IDT common stock received in the merger will be allocated on a pro rata basis to each such block of PLX common stock.

Backup Withholding

Certain PLX stockholders may be subject to backup withholding of U.S. federal income tax, currently at a rate of 28%, with respect to the consideration received pursuant to the offer or the merger, as applicable. Backup withholding will not apply, however, to a PLX stockholder that (i) is a U.S. person and furnishes a correct taxpayer identification number and certifies that it is not subject to backup withholding on IRS Form W-9 or a substantially similar form, (ii) provides a certification of its status as a non-U.S. stockholder on an appropriate IRS Form W-8 or successor form or (iii) is otherwise exempt from backup withholding, such as a corporation, and provides appropriate proof of the applicable exemption. Any amounts withheld from payments to a PLX stockholder under the backup withholding rules are not an additional tax and will be allowed as a refund or credit against the PLX stockholder s U.S. federal income tax liability, if any, provided that the PLX stockholder timely furnishes the required information to the IRS.

THE FOREGOING DISCUSSION IS INTENDED ONLY AS A SUMMARY. HOLDERS OF PLX COMMON STOCK ARE URGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE OFFER, THE MERGER AND THE LLC MERGER IN LIGHT OF THEIR PERSONAL CIRCUMSTANCES AND THE CONSEQUENCES OF THE OFFER, THE MERGER AND THE LLC MERGER UNDER U.S. FEDERAL NON-INCOME TAX LAWS AND STATE, LOCAL AND NON-U.S. TAX LAWS.

Transferability of Shares of IDT Common Stock

The shares of IDT common stock offered hereby will be registered under the Securities Act and quoted on NASDAQ. Accordingly, such shares may be traded freely subject to restrictions under the Securities Act applicable to subsequent transfers of our shares by our affiliates (as defined in the Securities Act), which, in general, provide that our affiliates may not transfer our shares except pursuant to further registration of those shares under the Securities Act or in compliance with Rule 145 (or if applicable, Rule 144) under the Securities Act or another available exemption from registration under the Securities Act.

Table of Contents

Approval of the Merger

Under the DGCL, the approval of the board of directors of a company and the affirmative vote of the holders of a majority of the outstanding shares entitled to vote are required to approve a merger and adopt a merger agreement.

PLX s board of directors has previously approved the merger and adopted the merger agreement. If, after completion of the offer, we own less than 90% of the outstanding shares of PLX common stock, stockholder approval of the merger can be accomplished through a special meeting of or an action by written consent by PLX stockholders to vote on the merger. Since we will own a majority of the shares of PLX common stock on the record date for determining the PLX stockholders entitled to vote, we would have a sufficient number of shares of PLX common stock to approve the merger without the vote of any other PLX stockholder and, therefore, approval of the merger by PLX stockholders would be assured. Completion of the transaction in this manner is referred to in this prospectus as a long-form merger. Under the DGCL, a merger can occur without a vote of PLX stockholders, referred to as a short-form merger, if, after completion of the offer, as it may be extended and including any subsequent offering period, we were to own at least 90% of the outstanding shares of PLX common stock. If, after completion of the offer, as it may be extended and including any subsequent offering period, or after IDT s exercise of its option to purchase additional shares from PLX directly, we own at least 90% of the outstanding shares of PLX common stock, we may complete the acquisition of the remaining outstanding shares of PLX common stock by completing a short-form merger.

Appraisal Rights

The offer does not entitle PLX stockholders to appraisal rights with respect to their shares of PLX common stock.

The merger does entitle PLX stockholders to appraisal rights with respect to their shares of common stock. If the merger is consummated, PLX stockholders at the effective time of the merger will have certain rights pursuant to the provisions of Section 262 of the DGCL to demand appraisal of their shares of common stock. Under Section 262, PLX stockholders who comply with the applicable statutory procedures will be entitled to receive a judicial determination of the fair value of their shares (exclusive of any element of value arising from the accomplishment or expectation of the merger) and to receive payment of such fair value in cash, together with interest, if any, at a rate equal to 5% over the federal reserve discount rate (including any surcharge) compounded quarterly, unless the court in its discretion determines otherwise for good cause shown. Any such judicial determination of the fair value of shares could be based upon factors other than, or in addition to, the price per share to be paid in the merger or the market value of the shares. The value so determined could be more or less than the price per share of shares to be paid in the merger.

The foregoing summary of Section 262 of the DGCL does not purport to be complete and is qualified in its entirety by reference to the full text of Section 262 of the DGCL, which is set forth in Annex C to this prospectus. PLX stockholders who may wish to exercise appraisal rights under Delaware law are urged to consult legal counsel for assistance in exercising their rights. Failure to comply completely and on a timely basis with all requirements of Section 262 for perfecting appraisal rights will result in the loss of those rights.

Holders of IDT common stock are not entitled to appraisal rights in connection with the offer or the merger.

Table of Contents

SOURCE AND AMOUNT OF FUNDS

Neither the offer nor the merger transactions are conditioned upon any financing arrangements. The maximum amount of cash payable by IDT in the offer and the merger transactions is estimated to be approximately $177.8 million, which is comprised of (a) approximately $157.1 million, the maximum amount of cash payable to PLX stockholders in the offer, calculated as $3.50 multiplied by 44,743,245 (the number of shares of PLX common stock issued and outstanding as of April 27, 2012), plus the estimated hypothetical cash payable for options that are cancelled in the merger (assuming that all in-the-money options and RSUs currently held by PLX employees will be converted into IDT options and RSUs at the closing of the merger), (b) $9.0 million, to be applied to prepay bank indebtedness of PLX, and (c) estimated fees and expenses related to the offer, the merger transactions and other actions contemplated by the merger agreement of $6.9 million (payable by IDT) and $4.8 million (payable by PLX).

In order to provide the offer consideration and the merger consideration, prepay PLX s bank indebtedness, and pay related fees and expenses, IDT currently expects to (i) use proceeds from the sale of shares of preferred stock of one of its wholly-owned subsidiaries to Bank of America, N.A., or Bank of America, pursuant to a master repurchase agreement IDT signed with Bank of America in June 2011, which we refer to as the repurchase agreement, and (ii) draw funds from $75 million of new financing arranged by IDT with J.P. Morgan Securities LLC and J.P. Morgan Chase Bank, N.A., collectively J.P. Morgan, in connection with the offer and the merger transactions.

Pursuant to the repurchase agreement, IDT has the right, subject to the terms and conditions of the repurchase agreement, to sell to Bank of America up to 1,431 shares of Class A preferred stock of its wholly owned subsidiary, IDTI (Cayman) Limited, or IDT Cayman, in one or more transactions prior to December 13, 2012 for an aggregate purchase price of $135 million. We refer to such Class A preferred stock of IDT Cayman as the preferred stock and the portion of such shares of preferred stock actually sold to Bank of America under the repurchase agreement and not repurchased by IDT as of any relevant date the purchased securities. Pursuant to the repurchase agreement, IDT is obligated to repurchase from Bank of America, and Bank of America is obligated to resell to the Company, the purchased securities on June 13, 2016 for an aggregate repurchase price equal to the aggregate purchase price paid by Bank of America for such purchased securities plus any accrued and unpaid price differential (as defined in the repurchase agreement and described below).

IDT Cayman is an entity distinct from IDT and its other subsidiaries, with separate assets and liabilities. The preferred stock constitutes all of the authorized and outstanding shares of Class A preferred stock of IDT Cayman. The preferred stock is fully participating with IDT Cayman s common stock as to earnings and appreciation, and provides for a liquidation preference of $100,000 per share and a quarterly dividend equal to the amount accumulated on the liquidation preference multiplied by the floating interest rate of LIBOR.

Under the repurchase agreement, IDT is obligated to make monthly price differential payments (as defined in the repurchase agreement) to Bank of America based on the outstanding purchase price of the purchased securities at a floating interest rate of LIBOR plus 2.125%, which are calculated and accrue on a daily basis, and Bank of America is required to remit to IDT any dividends and other distributions that it receives on the purchased securities, unless an event of default with respect to IDT has occurred and is continuing under the repurchase agreement.

The repurchase agreement contains certain events of default that are customary for repurchase agreements with respect to each of IDT and Bank of America, including failure of IDT to transfer, or failure of Bank of America to purchase, the purchased securities to be purchased on a particular purchase date, failure of IDT to repurchase, or failure by Bank of America to transfer, the purchased securities on the repurchase date, failure to pay amounts owed under the repurchase agreement, insolvency events, breaches of representations contained in the repurchase agreement, and assignments of any rights or obligations under the repurchase agreement other than as permitted under the repurchase agreement. An event of default would also occur if at any time IDT s consolidated funded indebtedness (as defined in the repurchase agreement) exceeds $550 million.

Under the repurchase agreement, IDT has the right to accelerate the date of repurchase of all of the purchased securities at any date prior to June 13, 2016. In addition, upon the occurrence and continuance of an

Table of Contents

event of default under the repurchase agreement, the non-defaulting party has the right to accelerate, or in the case of the occurrence of an insolvency event, the non-defaulting party will be deemed to have accelerated, the repurchase obligation of IDT and the resale obligation of Bank of America under the repurchase agreement.

In connection with the repurchase agreement, IDT entered into an agreement in favor of Bank of America and certain additional parties specified therein, which we refer to as the IDTI Agreement, which contains certain representations and various affirmative and negative covenants of IDT, including an obligation that IDT and IDT Cayman both maintain adequate capital in light of its contemplated business operations and certain agreements by IDT intended to maintain the status of IDT Cayman as an entity distinct from IDT and its other subsidiaries, with separate assets and liabilities, as well as an indemnity by IDT.

The sales of the preferred stock pursuant to the repurchase agreement, and the obligations of Bank of America to buy such shares of preferred stock, are also subject to terms and conditions customary for transactions of this type, such as the following, although the transactions contemplated by the repurchase agreement are not conditioned upon the completion of the offer or the merger in any way:

- the receipt by Bank of America of certificates from the secretary of IDT Cayman relating to IDT Cayman s governing documents, certified copies of such governing documents and certificates certifying as to the good standing of IDT Cayman;
- the receipt by Bank of America of opinions with respect to certain legal matters;
- the receipt by Bank of America of certain closing documentation, including documentation evidencing that the shares of preferred stock to be purchased by Bank of America have been registered in the name of Bank of America and transferred to Bank of American free and clear of any encumbrances;
- the representations and warranties of IDT and IDT Cayman contained in the repurchase agreement and other transaction documents being true and correct in all material respects;
- the absence of any act of insolvency (as defined in the repurchase agreement) with respect to either IDT or IDT Cayman;
- no material adverse effect has occurred with respect to either IDT and its subsidiaries or IDT Cayman;
- no material affiliate event (as defined in the repurchase agreement) has occurred and IDT has complied with certain covenants under the IDTI Agreement; and
- no action or suit is pending or threatened by any governmental authority which prevents the consummation of the transactions contemplated by the repurchase agreement.

With respect to the new financing with J.P. Morgan, IDT has secured commitments for a five (5) year revolving credit facility in an amount of $50 million, or the revolving credit facility, and an up to $25 million term loan facility maturing on the one (1) year anniversary of the closing date of the merger, or the term loan facility. We refer to the revolving credit facility and the term loan facility together as the credit facilities. IDT s obligations under the credit facilities will be secured by a first priority security interest in and lien on existing and future real and person property of IDT and its material domestic subsidiaries, which will also act as guarantors of such obligations, as well as a pledge of and security interest in 100% of the equity interests of IDT s existing and future domestic subsidiaries and 100% of the non-voting equity interests and 65% of the voting equity interests of certain of IDT s foreign subsidiaries.

Loans under the credit facilities are expected to bear interest, at IDT s option, at a rate equal to either (a) the ABR, defined as the greatest of (i) J.P. Morgan s prime rate, (ii) the federal funds effective rate plus 0.5% and (iii) the adjusted one-month LIBO rate plus 1.0%, plus the

applicable margin, or (b) the adjusted LIBO rate plus the applicable margin. For purposes of the facilities, applicable margin means 2.5% in respect of loans bearing interest based upon the adjusted LIBO rate and 1.5% in respect of loans bearing interest based upon the ABR.

Table of Contents

IDT currently expects that the revolving credit facility will be drawn in full or in part upon closing and used to fund the cash portion of the offer consideration and the merger consideration , prepay PLX s bank indebtedness, and pay related fees and expenses, with any additional amounts used for general corporate purposes. The term loan facility is only available to IDT on the closing date of the merger if certain financial conditions are met.

IDT may only borrow amounts under the credit facilities if the offer is successful, all of the conditions to the offer are satisfied or, where permissible, amended or waived in a manner that is not material and adverse to J.P. Morgan, prior to October 30, 2012. Any amounts borrowed under the term loan facility shall be used in connection with the offer and the merger, and any amounts borrowed under the revolving credit facility may be used in connection with the offer and the merger as well as for general corporate purposes. Neither credit facility would be available if the merger agreement were terminated. The credit facilities are also subject to other terms and conditions customary for commitments of this type, such as:

- no amendment to or waiver of provisions of the merger agreement in a manner that is material and adverse to the interests of J.P. Morgan;
- no material adverse effect has occurred with respect to either IDT and its subsidiaries or PLX and its subsidiaries;
- no material indebtedness by IDT or any of its subsidiaries as of the closing date of the merger, other than IDT s existing Bank of America credit facility or any other indebtedness mutually agreed upon;
- the receipt by J.P. Morgan of certain historical and pro forma financial information;
- the completion and execution of customary definitive documentation for the credit facilities, and any representations and warranties made in such documentation must be true and correct in all material respects;
- the absence of a default or event of default at the time the credit facilities are completed;
- compliance with applicable legal requirements; and
- the delivery of all agreements, documents and instruments necessary to perfect J.P. Morgan s security interest in the collateral described above.

If the conditions to the transactions pursuant to the repurchase agreement and the conditions to the credit facilities are not satisfied, IDT expects that its cash on hand and short-term investments will be sufficient to finance the cash portion of the offer consideration and the merger consideration and the ongoing working capital and other general corporate purposes of the combined company after the consummation of the merger.

IDT currently has no agreement, arrangement or understanding to repay or refinance the credit facilities or repurchase the preferred stock under the repurchase agreement after the merger has been completed, other than at the specified repurchase date, with respect to the repurchase agreement, or at their respective stated maturities, with respect to the credit facilities.

Table of Contents

CERTAIN LEGAL MATTERS

Regulatory Approvals

We and PLX have agreed pursuant to the merger agreement to use, and cause our respective subsidiaries to use, commercially reasonable efforts to take whatever actions are required to obtain necessary regulatory approvals with respect to the offer and the merger transactions. Other than clearance under the antitrust laws applicable to the offer and the merger transactions that are described below and that have already been obtained, the SEC declaring the effectiveness of the registration statement of which this prospectus is a part and the filing of certificates of merger under the DGCL with respect to the merger and the LLC merger, we do not believe that any additional governmental filings are required with respect to the offer and the merger transactions.

Under the HSR Act, and the related rules, the merger may not be completed until we and PLX notify and furnish information to the Federal Trade Commission and the Antitrust Division of the United States Department of Justice and specified waiting period requirements have been satisfied. IDT and PLX made premerger filings under the HSR Act with the Federal Trade Commission and the Antitrust Division of the U.S. Department of Justice on May 7, 2012. Effective June 5, 2012, following consultation with the Federal Trade Commission and PLX, IDT voluntarily withdrew its Notification and Report Form with respect to the offer and the merger. IDT re-filed its Notification and Report form on June 6, 2012.

Stockholder Litigation Relating to the Offer and the Mergers

On May 14, 2012, a putative class action lawsuit captioned Cox v. Guzy, et al., C.A. No. 7529, or the Cox complaint, was filed in the Delaware Court of Chancery. The Cox complaint names as defendants the members of the PLX board of directors, as well as PLX, IDT, Pinewood and Pinewood LLC. The plaintiff alleges that PLX s directors breached their fiduciary duties to the PLX stockholders in connection with the offer and merger, and were aided and abetted by PLX, IDT, Pinewood and Pinewood LLC. The Cox complaint alleges that the offer and the merger involve an unfair price, an inadequate sales process and unreasonable deal protection devices, and that defendants entered into the offer and the merger to benefit themselves personally. The Cox complaint seeks injunctive relief, including to enjoin the offer and the merger, an award of damages, attorneys and other fees and costs, and other relief. On May 25, 2012, an amended putative class action complaint was filed, or the amended Cox complaint, adding allegations that PLX s Schedule 14D-9 contains inadequate, incomplete and/or misleading disclosures in violation of the PLX directors fiduciary duties. On June 8, 2012, the Delaware Court of Chancery denied the plaintiff s motion for expedited proceedings and denied the plaintiff a hearing on the motion for preliminary injunction.

State Takeover Laws

A number of states have adopted takeover laws and regulations which purport, to varying degrees, to be applicable to attempts to acquire securities of corporations which have substantial assets, stockholders, principal executive offices or principal places of business in those states. PLX has taken all action necessary to exempt the offer and the merger and the transactions contemplated hereby from the provisions of Section 203 of the DGCL. We reserve the right to challenge the validity or applicability of any state law allegedly applicable to the offer, and nothing in this prospectus or any action taken in connection herewith is intended as a waiver of that right. If one or more takeover statutes apply to the offer and are not found to be invalid, we may be required to file documents with, or receive approvals from, relevant state authorities and we may also be unable to accept for exchange shares of PLX common stock tendered into the offer or may delay the offer. See The Offer Conditions of the Offer beginning on page 54.

Table of Contents

CERTAIN EFFECTS OF THE OFFER

Effects on the Market; Exchange Act Registration

The tender and the acceptance of shares of PLX common stock in the offer will reduce the number of shares of PLX common stock that might otherwise trade publicly and also the number of holders of shares of PLX common stock. This could adversely affect the liquidity and market value of the remaining shares of PLX common stock held by the public following completion of the offer. Depending upon the number of shares of PLX common stock tendered to and accepted by us in the offer, the shares of PLX common stock may no longer meet the requirements for continued inclusion on NASDAQ.

If NASDAQ were to cease publishing quotations for the shares of PLX common stock, it is possible that the shares of PLX common stock would continue to trade in the over-the-counter market and that price or other quotations would be reported by other sources. The extent of the public market for such shares of PLX common stock and the availability of such quotations would depend, however, upon such factors as the number of stockholders and/or the aggregate market value of such securities remaining at such time, the interest in maintaining a market in the shares of PLX common stock on the part of securities firms, the possible termination of registration under the Exchange Act as described below and other factors. We cannot predict whether the reduction in the number of shares of PLX common stock that might otherwise trade publicly would have an adverse or beneficial effect on the market price for, or marketability of, the shares of PLX common stock.

Shares of PLX common stock are currently registered under the Exchange Act. PLX can terminate that registration upon application to the SEC if the outstanding shares of PLX common stock are not listed on a national securities exchange and if there are fewer than 300 holders of record of shares of PLX common stock. Termination of registration of the shares of PLX common stock under the Exchange Act would reduce the information that PLX must furnish to its stockholders and to the SEC and would make certain provisions of the Exchange Act, such as the short-swing profit recovery provisions of Section 16(b) and the requirement of furnishing a proxy statement in connection with stockholders meetings pursuant to Section 14(a) and the related requirement of furnishing an annual report to stockholders, no longer applicable with respect to the shares of PLX common stock. In addition, if the shares of PLX common stock are no longer registered under the Exchange Act, the requirements of Rule 13e-3 under the Exchange Act with respect to going-private transactions would no longer be applicable to PLX. Furthermore, the ability of affiliates of PLX and persons holding restricted securities of PLX to dispose of such securities pursuant to Rule 144 under the Securities Act may be impaired or eliminated. If registration of the shares of PLX common stock under the Exchange Act were terminated, they would no longer be eligible for NASDAQ listing or for continued inclusion on the Federal Reserve Board s list of margin securities. IDT may seek to cause PLX to apply for termination of registration of the shares of PLX common stock under the Exchange Act as soon after the expiration of the offer as the requirements for such termination are met. If the NASDAQ listing and the Exchange Act registration of the shares of PLX common stock are not terminated prior to the merger, then the shares of PLX common stock will be delisted from the NASDAQ and the registration of the shares of PLX common stock under the Exchange Act will be terminated following the consummation of the merger. The shares of PLX common stock are presently margin securities under the regulations of the Federal Reserve Board, which has the effect, among other things, of allowing brokers to extend credit on the collateral of shares of PLX common stock. Depending on the factors similar to those described above with respect to listing and market quotations, following consummation of the offer, the shares of PLX common stock may no longer constitute margin securities for the purposes of the Federal Reserve Board s margin regulations, in which event the shares of PLX common stock would be ineligible to be treated as collateral for margin loans made by brokers.

Conduct of PLX if the Offer is Not Completed

If the offer is not completed because the minimum tender condition or another condition is not satisfied or, if permissible, waived, we expect that PLX will continue to operate its business as presently operated, subject to market and industry conditions.

Table of Contents

Operation of PLX After the Completion of the Offer and the Merger

Pinewood intends to retain the shares of PLX common stock acquired pursuant to the offer and the merger, and PLX (or Pinewood LLC if the LLC merger occurs) will be operated as a direct wholly-owned subsidiary of IDT. After completion of the offer and the merger, IDT expects to work with PLX s management to evaluate and review PLX and its business, assets, corporate structure, operations, properties and strategic alternatives, and determine how IDT and PLX can best realize expected synergies from the merger. For example, while currently there are no specific plans, proposals or negotiations underway, IDT expects that, after the merger, IDT will explore strategic alternatives for PLX s 10GBase-T PHY business, which may involve a sale of such business or a wind down of the business if a sale does not occur. As a result of this review, it is possible that we could implement other changes to PLX s business and operations that could involve reorganizing and streamlining certain operations. IDT and Pinewood reserve the right to change their plans and intentions at any time, as they deem appropriate.

Accounting Treatment

In accordance with Accounting Standards Codification, or ASC, Topic 805, Business Combinations, or ASC 805, IDT will account for the transactions as a purchase business combination. Upon consummation of the transactions, IDT will record the acquisition at cost with cost consisting of the fair value of IDT common stock and stock options issued and the cash consideration issued. The total cost will be allocated based on the fair value of tangible and identifiable intangible assets acquired and liabilities assumed. The excess of cost over the fair value of net assets acquired will be recorded as goodwill.

Fees and Expenses

IDT has retained J.P. Morgan Securities LLC, or J.P. Morgan, to provide certain financial advisory services in connection with the offer and the merger. In connection with J.P. Morgan s services as a financial advisor to IDT in connection with the offer and the merger, we have agreed to pay J.P. Morgan reasonable and customary fees for such services. In addition, we have agreed to indemnify J.P. Morgan and related persons against certain liabilities and expenses they may incur in connection with providing financial advisory services for the offer, including certain liabilities and expenses under the federal securities laws. J.P. Morgan is currently engaged by IDT and has in the past provided, and may in the future provide, financial advisory and financing services to IDT and PLX, including in connection with IDT s acquisition of PLX, and has received, and may receive, fees for rendering these services. In the ordinary course of J.P. Morgan s businesses, J.P. Morgan and its affiliates may actively trade in the debt and equity securities of IDT and PLX for their own accounts and for the accounts of customers and, accordingly, may at any time hold a long or short position in these securities.

We have retained Innisfree M&A Incorporated, or Innisfree, as information agent in connection with the offer. The information agent may contact PLX stockholders by mail, telephone, telex, telegraph and personal interview and may request brokers, dealers and other nominee stockholders to forward material relating to the offer to beneficial owners of shares of PLX common stock. We will pay the information agent reasonably and customary fees for these services, in addition to reimbursing the information agent for its reasonable out-of-pocket expenses. We have agreed to indemnify the information agent against certain liabilities and expenses in connection with the offer, including certain liabilities under the United States federal securities laws.

In addition, we have retained Computershare Inc. as the exchange agent in connection with the offer and the merger. We will pay the exchange agent reasonable and customary fees for its services in connection with the offer and the merger, will reimburse the exchange agent for its reasonable out-of-pocket expenses and will indemnify the exchange agent against certain liabilities and expenses.

Except as set forth above, we will not pay any fees or commissions to any broker, dealer or other person for soliciting tenders of shares of PLX common stock pursuant to the offer. We will reimburse brokers, dealers, commercial banks and trust companies and other nominees, upon request, for customary clerical and mailing expenses incurred by them in forwarding offering materials to their customers.

Table of Contents

INTERESTS OF CERTAIN PERSONS IN THE OFFER AND THE MERGER

Interests of the PLX Directors and Officers

PLX directors and officers have agreements or arrangements that may provide them with interests in the transactions under the merger agreement that may differ from, or be in addition to, the interests of PLX stockholders generally.

The PLX board of directors was aware of these interests and considered them, among other matters, in recommending the tender of shares in the offer and approval of the merger.

As a result of these interests, the directors and officers of PLX could be more likely to support the transactions contemplated by the merger agreement than if they did not hold these interests, and may have reasons for doing so that are not the same as the interests of other PLX stockholders. PLX stockholders should consider whether these interests may have influenced the directors and officers to support or recommend the offer and the merger transactions.

In addition, all of the PLX directors and executive officers have entered into a tender and support agreement with IDT, pursuant to which those directors and executive officers will be required to tender and not withdraw shares of PLX common stock owned by them, and not take actions to oppose the merger or related transactions. See Other Agreements Related to the Transaction Tender and Support Agreement on page 98 of this prospectus.

PLX s directors are D. James Guzy, Michael J. Salameh, John H. Hart, Robert H. Smith, Thomas Riordan, Patrick Verderico, and Ralph Schmitt.

PLX s executive officers are:

Name	Position
Ralph Schmitt	President, Chief Executive Officer and Director
Arthur O. Whipple	Chief Financial Officer and Secretary
David K. Raun	Senior Executive Vice President and General Manager of Product Lines
Gene Schaeffer	Executive Vice President, Worldwide Sales
Michael Grubisich	Executive Vice President, Operations
Vijay Meduri	Executive Vice President, Engineering, Switching

Effect of Merger on Stock and Stock Options Held By PLX Directors and Executive Officers

Stock

As of May 14, 2012, PLX directors and executive officers beneficially owned in the aggregate 447,651 issued and outstanding shares of PLX common stock (not subject to any vesting or other contractual restrictions), or approximately 1.0% of the shares of PLX common stock outstanding as of that date, which are treated under the offer in the same manner as all other shares of PLX common stock subject to the offer. If PLX directors and executive officers tender pursuant to the offer any shares of PLX common stock they own, they will be entitled to receive the same consideration on the same terms and conditions as the other PLX stockholders in the offer.

Included in issued and outstanding shares of PLX common stock owned by executive officers are a total of 15,924 shares of PLX common stock held in the PLX Employee Stock Ownership Plan, or the ESOP, that have been allocated to their ESOP accounts. The ESOP was established in early 2009 and is a tax-qualified defined

Table of Contents

contribution retirement plan that is non-contributory on the part of the participant. Each year, PLX makes a cash contribution to the ESOP which is used to purchase shares of PLX common stock on the open market and eligible participants receive an allocation of shares of PLX common stock at the end of the plan year. In connection with the merger, contributions will cease and the ESOP will be terminated. The ESOP currently holds approximately 44,353 unallocated shares which will be allocated to eligible participants on the last date of the short plan year resulting from the plan termination in connection with the merger. As a result of the ESOP termination, any unvested shares of PLX common stock allocated to the participant accounts will vest. The shares of PLX common stock held by the ESOP will be entitled to the same consideration and other terms and conditions of the offer that apply to shares of PLX common stock generally. Following the termination of the ESOP, participants will be able to take a distribution of the amount allocated to their ESOP account in a combination of IDT common stock and cash or roll over the amount in their ESOP accounts into individual retirement account or a tax-qualified retirement plan of an employer.

The table below sets forth the number of shares of PLX common stock held, or beneficially held, by the PLX directors and executive officers as of May 14, 2012 (including shares of PLX common stock allocated to individual ESOP accounts but excluding shares issuable upon exercise of options to purchase shares) and the amount of cash consideration and the number and value of shares of IDT common stock they will receive for those shares, rounded to the nearest dollar or share.

Name	Number of PLX Issued and Outstanding Shares Owned (#)	Cash Payment Pursuant to the Offer ($)	Number of Shares of Parent s Common Stock Issuable Pursuant to the Offer (#)	Value of Parent s Common Stock Issuable Pursuant to the Offer ($)(1)
NON-EMPLOYEE DIRECTORS				
D. James Guzy	9,916	$ 34,706	5,206	$ 31,548
Michael J. Salameh	329,726	$ 1,154,041	173,106	$ 1,049,023
John H. Hart				
Robert H. Smith				
Thomas Riordan				
Patrick Verderico				
EXECUTIVE OFFICERS				
Ralph Schmitt	20,810	$ 72,834	10,925	$ 66,206
Arthur O. Whipple	28,010	$ 98,034	14,705	$ 89,113
David K. Raun	29,810	$ 104,334	15,650	$ 94,840
Gene Schaeffer	6,875	$ 24,063	3,610	$ 21,874
Michael Grubisich	2,810	$ 9,834	1,475	$ 8,939
Vijay Meduri	19,695	$ 68,931	10,340	$ 62,659
TOTALS FOR DIRECTORS AND EXECUTIVE OFFICERS	447,651	$ 1,566,778	235,017	$ 1,424,201

(1) Since each share of PLX common stock will be entitled to a fixed consideration of (i) $3.50 in cash plus (ii) 0.525 of a share of IDT common stock, subject to adjustment for stock splits, stock dividends and similar events, without interest thereon and less applicable withholding taxes, and the IDT common stock price may fluctuate from the date of this filing to the time when the IDT common stock is ultimately issued, the value of the IDT common stock in the above table when actually issued cannot now be predicted, and for purposes of this table, is based on the average closing price per share of IDT common stock over the first five trading days following April 30, 2012, which was the date of the first public announcement of the merger agreement and the transactions contemplated thereby. These cash amounts do not reflect the impact of any taxes payable by PLX stockholders.

Table of Contents

Stock Options

As of May 14, 2012, PLX directors and executive officers held options to purchase 2,410,375 shares of PLX common stock granted under PLX s equity compensation plans.

PLX directors and executive officers do not hold any other equity compensation awards such as restricted stock units.

Under the merger agreement:

Immediately prior to the effective time of the merger, or the effective time, IDT will assume each outstanding and unexercised option to purchase shares of PLX common stock that has an exercise price per share less than $9.00 and is held by an individual who is an employee of IDT or one of its affiliates following the effective time, such individual referred to as a continuing employee.

The number of shares of IDT common stock and the exercise price of the assumed PLX stock options will be determined based on the equity exchange ratio as described below. Each assumed option will have a per share exercise price equal to the exercise price set forth in the option agreement for such option at the effective time, divided by the equity exchange ratio (rounded up to the nearest whole cent), and will cover a number of shares of IDT common stock equal to the number of shares of PLX common stock for which such Company Option was exercisable at the effective time multiplied by the equity exchange ratio, rounded down to the nearest whole share. The equity exchange ratio is a fraction, the numerator of which is the sum of (i) $3.50 and (ii) the product of the average closing price per share of IDT common stock during a period of twenty (20) consecutive trading days ending with, and including, the trading day that is two trading days before the merger is completed, multiplied by the per share exchange ratio, and the denominator of which is the closing price per share of IDT s common stock during a period of twenty (20) consecutive trading days ending with, and including, the trading day that is two trading days before the merger is completed.

Immediately prior to the effective time, each PLX stock option that is not so assumed will be cancelled and, in exchange, each former holder of a cancelled PLX stock option will be entitled solely to receive from IDT or the surviving corporation a payment in cash of an amount equal to the product of (i) the total number of vested shares of PLX common stock subject to such option as of the effective time (including, with respect to the PLX employees who cease to be employees or other service providers immediately prior to the effective time or otherwise in connection with the merger, shares of PLX common stock that vest in connection with the merger) and (ii) the excess, if any, of the sum of (a) $3.50, plus the (b) product of (1) the closing per share price of IDT common stock on the date the merger is completed, multiplied by (2) the per share exchange ratio, over the exercise price per share of PLX common stock subject to such option immediately prior to such cancellation, without interest thereon, such amount referred to as the option cash-out amount.

The cash payments for cancelled options are subject to all applicable withholding and other taxes required by applicable law.

To the extent the per share exercise price for such vested PLX stock options is greater than or equal to the option cash-out amount, the PLX stock option shall be terminated and cancelled at the effective time without payment or other consideration.

None of the PLX non-employee directors will be continuing employees as described above, and therefore all of their PLX stock options will be cashed out as described above (the non-employee directors currently hold fully vested PLX stock options, and no accelerated vesting will apply to their options).

IDT and PLX currently expect that all of the PLX executive officers will be continuing employees as described above, and therefore all of their vested and unvested PLX stock options having a per share exercise

Table of Contents

price less than $9.00 will be assumed by IDT (without any accelerated vesting occurring by virtue of the merger itself, and provided that the PLX Severance Plan (as defined below) may provide partial accelerated vesting if the merger is completed and a defined employment termination occurs within two years thereafter).

The following table summarizes, with respect to (i) each PLX director, and (ii) each PLX executive officer, the effect of the foregoing provisions of the merger agreement on the PLX stock options held by each such director and executive officer (assuming that each executive officer will be a continuing employee) based on the number of shares subject to options that are vested as of May 14, 2012.

Name	Number of PLX Shares Underlying Options Eligible for Cash Payments (#)	Weighted Average Exercise Price of Options Eligible for Cash Payments ($)	Hypothetical Cash Payable for Options Cancelled in the Merger ($)(1)	Number of PLX Shares Underlying Options to Be Assumed (#)	Weighted Average Exercise Price of Options to Be Assumed ($)	Hypothetical Spread of Assumed Options that will be Vested at the Time of the Merger ($)(2)(3)	Hypothetical Spread of Assumed Options that will be Unvested at the Time of the Merger ($)(2)
NON-EMPLOYEE DIRECTORS							
D. James Guzy	27,000	$ 3.52	$ 83,840				
Michael J. Salameh	22,000	$ 3.58	$ 67,090				
John H. Hart	27,000	$ 3.52	$ 83,840				
Robert H. Smith	37,000	$ 3.79	$ 105,040				
Thomas Riordan	22,000	$ 3.58	$ 67,090				
Patrick Verderico	22,000	$ 3.58	$ 67,090				
EXECUTIVE OFFICERS							
Ralph Schmitt				780,000	$ 3.10	$ 2,030,140	$ 721,660
Arthur O. Whipple				250,000	$ 3.74	$ 348,335	$ 374,715
David K. Raun				301,875	$ 3.94	$ 365,674	$ 445,376
Gene Schaeffer				265,000	$ 3.43	$ 475,494	$ 372,856
Michael Grubisich				279,000	$ 4.34	$ 303,998	$ 335,652
Vijay Meduri				292,500	$ 4.32	$ 343,213	$ 335,652
TOTALS FOR DIRECTORS AND EXECUTIVE OFFICERS	157,000		$ 473,990	2,168,375		$ 3,866,854	$ 2,585,911

(1) Consistent with the methodology applied under SEC Regulation M-A Item 1011(b) and Regulation S-K Item 402(t)(2), and because the treatment of options (whether settled for cash payments or assumed) is not based on a fixed dollar amount, the hypothetical amount payable for PLX stock options entitled to cash payments under the merger agreement is calculated based on the average closing price per share of PLX common stock over the first five business days following the first public announcement (on April 30, 2012) of the merger. These amounts do not represent the actual amounts payable that, pursuant to the merger agreement, are to be based on the closing per share price of IDT common stock on the date that the merger is completed. These cash amounts do not reflect any taxes payable by the option holders.

(2) Consistent with the methodology described immediately above, the spread of assumed options described in the above table is based on the weighted average exercise price per share of assumed PLX stock options subtracted from the average closing price per share of PLX common stock over the first five business days following the first public announcement of the merger. The amounts in this column (i) disregard PLX stock options that have an exercise price less than $9.00 per share but equal to or in excess of the average closing price per share of PLX common stock based on the formula described above, (ii) do not represent either the value of the assumed options for accounting purposes nor the amount, if any, that will actually be realized by the individual upon future exercise or other disposition of the options, and (iii) do not reflect any taxes payable by the option holders.

Table of Contents

(3) If an executive officer unexpectedly ceases to be employed by PLX prior to the merger, that individual would be entitled, in lieu of PLX stock options assumed by IDT, to a cash payment equal to the amount shown in this column for then vested PLX stock options as described in this Item 3 (but no accelerated vesting would apply in that situation).

Description of Employment and Severance Arrangements with PLX Executive Officers

The PLX executive officers do not have employment agreements, and serve at the will of the PLX Board of Directors.

Compensation to executive officers from PLX consists primarily of base salary, annual incentive cash payments to the extent earned under an annual variable compensation plan, and long term equity award incentives in the form of annual stock option grants.

On April 29, 2012, the Compensation Committee of the PLX Board of Directors approved the PLX Severance Plan for Executive Management, or the PLX Severance Plan. PLX had previously disclosed the PLX Severance Plan to IDT, and, under the merger agreement, the PLX Severance Plan will be an obligation binding on the successor to PLX following the merger. The PLX Severance Plan is intended to secure the continued services, dedication, and objectivity of the executive officers without concern as to whether the officers or employees might be hindered or distracted by personal uncertainties and risks in connection with a change of control of PLX (including the merger).

Benefits are payable to the executive officers under the PLX Severance Plan under double trigger conditions if (1) there is a change in control of PLX and (2) within two (2) years after the change in control (plus any applicable cure period), referred to as the termination period, the participant s employment is terminated (a) by the participant s employer other than for Cause, or (b) by the participant for Good Reason, as these various terms are defined in the PLX Severance Plan, with such a termination referred to as a qualifying termination. Consummation of the offer and the merger will be a change in control under the PLX Severance Plan. The benefits so payable consist of the following (in addition to amounts accrued but unpaid at the time of termination and payable by law or pursuant to applicable documents):

- a single lump sum payment equal to (a) 100% of each participant s annual base salary (150% for the chief executive officer), plus (b) a prorated portion of each participant s target variable cash compensation opportunity, or bonus, for the annual performance period then in effect;
- twelve (12) months of premiums of the participant s medical, dental, and vision benefits eighteen (18) months for the chief executive officer);
- twenty-four (24) months of accelerated vesting of equity awards that are assumed in connection with the change in control; provided that awards not assumed in the change in control are entitled to 100% accelerated vesting if so provided in the applicable equity compensation plan.

The foregoing amounts are reduced by any other severance payments the executive officers are entitled to receive.

Among other definitions, the PLX Severance Plan includes the following definitions:

Company means PLX Technology Inc., a Delaware corporation, and any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by operation of law, or otherwise.

Cause means (1) the willful and deliberate failure by a participant to perform his or her duties and responsibilities (other than as a result of incapacity due to physical or mental illness) which is not remedied in a reasonable period of time after receipt of written notice from the Company specifying such failure, (2) willful misconduct by a participant which is demonstrably and materially injurious to

Table of Contents

the business or reputation of the Company, or (3) a participant s conviction of, or plea of guilty or nolo contendere to, a felony or other crime involving moral turpitude. The Company must notify such participant that it believes Cause has occurred within ninety (90) days of its knowledge of the event or condition constituting Cause or such event or condition shall not constitute Cause hereunder.

Effective Date means the date on which the change of control is consummated.

Good Reason means the occurrence of any of the following which occurs during the Termination Period without the participant s express written consent: (i) material diminution in the participant s authority, duties or responsibilities, causing the participant s position to be of materially lesser rank or responsibility within the Company (including, without limitation, in the case of a participant who reports directly to the Chief Executive Officer of the Company immediately prior to the Effective Date, if, after the effective date, the participant no longer reports directly to the Chief Executive Officer of a public company); (ii) a material decrease in the participant s base salary or (iii) the relocation of the participant s principal location of work to a location that is in excess of thirty-five (35) miles from such location immediately prior to the effective date.

A participant s qualifying termination shall not be considered to be for Good Reason unless (A) within ninety (90) days after the initial existence of the applicable event or condition that is purported to give rise to a basis for termination for Good Reason, the participant provides written notice of the existence of such event or condition to the Company, (B) such event or condition is not cured within thirty (30) days after the date of the written notice from the participant to the Company, and (C) the participant terminates employment no later than thirty (30) days after the expiration of the applicable cure period.

Benefits are subject to withholding and other potential requirements of applicable income tax law. Participants are not entitled to any tax gross up in respect of excise taxes, if any, that might arise under the golden parachute sections of the federal income tax law (Section 280G of the Code), and may be subject to a reduction in benefits if any such excise tax were applicable and the reduced benefit would maximize the after-tax payment to the participant.

The following table shows the hypothetical amounts of cash severance payments and benefits and the value of accelerated vesting of PLX stock options for each of the executive officers under the PLX Severance Plan, assuming that the merger was completed on April 30, 2012 (but based on the number of options that have been granted and that are vested as of May 14, 2012), and each executive officer s employment was terminated without Cause or for Good Reason immediately thereafter.

Name	Hypothetical Cash Severance Payment in respect of Salary and Bonus ($)	Hypothetical Value of Benefits ($)	Hypothetical Spread of Accelerated Vesting of Options assumed in the Merger ($)(1)	Total Hypothetical Severance Benefits ($)
Ralph Schmitt	$ 774,640	$ 30,517	$ 634,325	$ 1,439,481
Arthur O. Whipple	$ 354,041	$ 14,402	$ 271,765	$ 640,207
David K. Raun	$ 369,854	$ 20,345	$ 312,098	$ 702,297
Gene Schaeffer	$ 334,335	$ 1,800	$ 282,007	$ 618,142
Michael Grubisich	$ 302,403	$ 20,345	$ 234,123	$ 556,870
Vijay Meduri	$ 309,299	$ 20,543	$ 233,323	$ 563,165
Totals	$ 2,444,572	$ 107,951	$ 1,967,641	$ 4,520,163

(1) This spread quantifies 24 months of accelerated vesting for the listed officers, based on the weighted average exercise price per Share of assumed unvested Company Options that are accelerated subtracted from the average closing price per Share over the first five business days following the first public announcement of the Merger, consistent with the methodology applied under SEC Regulation M-A Item 1011(b) and Regulation S-K Item 402(t)(2). The amounts in this column (i) disregard Company Options that

77

Table of Contents

have an exercise price less than $9.00 per Share but equal to or in excess of the average closing price per Share based on the formula described above, (ii) do not represent either the value of the assumed options for accounting purposes nor the amount, if any, that will actually be realized by the individual upon future exercise or other disposition of the options, and (iii) do not reflect any taxes payable by the option holders.

Director Compensation

PLX currently provides cash compensation for its non-employee directors as follows: (i) all members of the PLX Board of Directors receive a quarterly retainer of $8,500, (ii) the chairman of the PLX Board of Directors receives an additional quarterly retainer of $4,500, (iii) the chairman of the Audit Committee receives an additional quarterly retainer of $2,500, (iv) the chairman of the Compensation Committee receives an additional quarterly retainer of $1,500, (v) the chairman of the Nominating Committee receives an additional quarterly retainer of $1,000, (vi) members of the Audit Committee, including the chairman, receive an additional quarterly retainer of $2,000, (vii) members of the Compensation Committee, including the chairman, receive an additional quarterly retainer of $1,000 and (viii) members of the Nominating Committee, including the chairman, receive an additional quarterly retainer of $500.

Pursuant to the PLX 2008 Equity Incentive Plan, each non-employee director receives a nonqualified stock option grant of 25,000 shares of PLX common stock upon his or her initial election to the PLX Board of Directors. On the date of each annual Stockholders meeting, each incumbent non-employee director who has served on the PLX Board of Directors for at least eleven months will automatically be granted a nonqualified stock option to purchase 12,000 shares of PLX common stock. All options automatically granted to non-employee directors have an exercise price equal to 100% of the fair market value on the date of grant and are fully vested and immediately exercisable.

Director and Officer Indemnification and Insurance

All existing rights of past and current directors and officers of PLX to exculpation, indemnification and limitation of liabilities for acts or omissions occurring at or prior to the effective time in connection with such person serving as a director or officer, whether asserted or claimed, prior to, at or after the effective time will continue after the merger transactions. In addition, for a period of six years after the effective time, IDT has agreed that the organizational documents of Pinewood and Pinewood LLC will provide the directors and officers of PLX with no less favorable rights with respect to indemnification, exculpation, and advancement of expenses to the directors and officers of PLX for periods at or prior to the effective time than as are currently set forth in PLX s organizational documents. For six years from and after the effective time, IDT has agreed that Pinewood and, after the LLC Merger, Pinewood LLC will maintain for the benefit of PLX s directors and officers, as of the effective time, an insurance and indemnification policy that provides coverage for events occurring prior to the effective time that is substantially equivalent to and in any event not less favorable in the aggregate than PLX s existing policy. If such a policy is not available, Pinewood or Pinewood LLC, as applicable, is required to provide the best available coverage. However, Pinewood will not be required to pay annual premiums in excess of 250% of the last annual premium paid by PLX prior to April 30, 2012 to obtain such insurance, provided, that the foregoing obligation to maintain such insurance policy may be satisfied by IDT purchasing a prepaid policy providing directors and officers with substantially equivalent coverage for the six year period.

PLX s Amended and Restated Certificate of Incorporation, as amended, provides that the personal liability of its directors is eliminated to the fullest extent permitted by the applicable provisions of the Delaware General Corporation Law, or the DGCL. The certificate provides further that PLX will, to the fullest extent permitted by Section 145 of the DGCL, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify from and against any and all of the expenses, liabilities, or other matters referred to in or covered by Section 145. The indemnification so provided for will not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity

Table of Contents

while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

The PLX bylaws further provide that each person who was or is a party or is threatened to be made a party to or is involved (as a party, witness, or otherwise), in any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he, or a person of whom he is the legal representative, is or was a director, officer, employee, or agent of PLX or is or was serving at the request of PLX as a director, officer, employee, or agent of another corporation or of a partnership, joint venture, trust, or other enterprise, including service with respect to employee benefit plans, whether the basis of such action, suit or proceeding is alleged action in an official capacity as a director, officer, employee, or agent or in any other capacity while serving as a director, officer, employee, or agent, shall be indemnified and held harmless by PLX to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended or interpreted (but, in the case of any such amendment or interpretation, only to the extent that such amendment or interpretation permits PLX to provide broader indemnification rights than were permitted prior thereto) against all expenses, liability, and loss (including attorneys fees, judgments, fines, ERISA excise taxes or penalties, and amounts paid or to be paid in settlement, and any interest, assessments, or other charges imposed thereon, and any federal, state, local, or foreign taxes imposed as a result of the actual or deemed receipt of any payments) reasonably incurred or suffered by such person in connection with investigating, defending, being a witness in, or participating in (including on appeal), or preparing for any of the foregoing in, any such action, suit or proceeding. The PLX bylaws further provide that expenses incurred by an executive officer or director (acting in his capacity as such) in defending such an action will be paid by PLX in advance of the final disposition of such action, subject to certain limitations. Expenses incurred by other agents of the corporation (or by the directors or officers not acting in their capacity as such, including service with respect to employee benefit plans) may be advanced upon such terms and conditions as the PLX Board of Directors deems appropriate.

PLX has entered into agreements with its directors and officers that require PLX to indemnify such persons against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred (including expenses of a derivative action) in connection with any proceeding, whether actual or threatened, to which any such person may be made a party by reason of the fact that such person is or was a director or officer of PLX or any of its affiliated enterprises, provided such person acted in good faith and in a manner that such person reasonably believed to be in or not opposed to the best interests of PLX and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The indemnification agreement also sets forth certain procedures that will apply in the event of a claim for indemnification thereunder.

PLX has obtained a policy of directors and officers liability insurance that insures PLX directors and officers against the cost of defense, settlement or payment of a judgment under certain circumstances.

Tender and Support Agreement

As inducement to IDT to enter into the merger agreement, all of the PLX directors and executive officers have signed a tender and support agreement, which we refer to as the support agreement, covering all of the shares of PLX common stock owned by such individuals as of the date of the merger agreement, as well as any additional shares they may own after such date. The support agreement provides that the signatories thereof will tender their PLX common stock in the offer, provided that doing so does not subject them to liability under Section 16(b) of the Exchange Act, and that they will vote any remaining shares that they own for the merger and against any competing proposal or any other action that would materially interfere with or prevent the offer or the merger. As of April 30, 2012, the signatories to the support agreement owned in the aggregate 419,682 shares of PLX common stock that are currently outstanding (not including shares issuable upon the exercise of options and restricted stock units), representing approximately 1.0% of the shares of PLX common stock outstanding as of April 30, 2012.

Table of Contents

Interests of IDT in the Offer

Except as outlined in this prospectus or the tender offer statement on Schedule TO filed by us with the SEC on May 22, 2012, to which this prospectus is filed as an exhibit, or the tender offer statement, neither we nor, to the best of our knowledge, any of our directors, executive officers or other affiliates has any contract, arrangement, understanding or relationship with any other person with respect to any securities of PLX, including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or the voting of any such securities, joint ventures, loan or option arrangements, puts or calls, guaranties of loans, guaranties against loss or the giving or withholding of proxies. Except as described in this prospectus or the tender offer statement, there have been no negotiations, transactions or material contacts during the two years prior to the filing of this prospectus between us or, to the best of our knowledge, any of our directors, executive officers or other affiliates on the one hand, and PLX or its affiliates, on the other hand, concerning a merger, consolidation or acquisition, a tender offer or other acquisition of securities, an election of directors, or a sale or other transfer of a material amount of assets. Neither we nor, to the best of our knowledge, any of our directors, executive officers or other affiliates has, during the two years prior to the filing of this prospectus, had any transaction with PLX or any of its executive officers, directors or affiliates that would require disclosure under the rules and regulations of the SEC applicable to the offer.

Except as described in this prospectus or the tender offer statement, neither we nor, to the best of our knowledge, any of our directors, executive officers or other affiliates beneficially owns or has any right to acquire, directly or indirectly, any shares of PLX common stock and neither we nor, to the best of our knowledge, any of our directors, executive officers or other affiliates, has effected any transaction in the shares of PLX common stock during the past sixty (60) days.

Table of Contents

THE MERGER AGREEMENT

The following summary describes the material provisions of the merger agreement. This summary may not contain all of the information about the merger agreement that is important to you. The merger agreement is attached to this prospectus as Annex A and is incorporated by reference into this prospectus, and IDT and PLX encourage you to read it carefully in its entirety for a more complete understanding of the merger agreement. The merger agreement is not intended to provide any other factual information about either IDT or PLX. Such information can be found elsewhere in this prospectus and in the other public filings each of IDT and PLX makes with the SEC, which are available without charge at *www.sec.gov*.

The Offer

Terms of the Offer

The merger agreement provides for the commencement by Pinewood, a direct wholly-owned subsidiary of IDT, of an offer to exchange all outstanding shares of PLX common stock for consideration consisting of shares of IDT common stock and cash. For each share of PLX common stock that is validly tendered and not properly withdrawn, Pinewood is offering (i) 0.525 of a share of common stock of IDT plus (ii) $3.50 in cash, in each case, subject to adjustment for stock splits, stock dividends and similar events, and without interest thereon, less any applicable withholding taxes.

The merger agreement provides that the initial expiration of the offer will occur on the later of (i) the twentieth (20th) business day following the commencement of the offer and (ii) one business day after the no-shop period start date described below, and that the offer is subject to a number of conditions, including the minimum tender condition. For a description of those matters, refer to the discussion under The Offer beginning on page 51 of this prospectus.

The merger agreement prohibits Pinewood from, without the prior written consent of PLX, reducing the offer consideration, changing the form of the consideration payable in the offer (other than adding consideration), reducing the maximum number of shares to be purchased in the offer, amending or waiving the minimum tender condition, the condition that the required governmental approvals pursuant to the HSR Act have been obtained or any applicable waiting period or filing pursuant to the HSR Act have lapsed at or prior to the expiration of the offer, the condition that this registration statement shall have been declared effective by the SEC or the condition that the shares of IDT common stock to be exchanged for shares of PLX common stock shall have been authorized for listing on the NASDAQ Stock Market, adding or amending any of the other offer conditions in a manner material and adverse to the PLX stockholders, extending the expiration of the offer except as provided in the merger agreement or otherwise amending the offer in a manner material and adverse to the PLX stockholders.

Mandatory and Optional Extensions of the Offer

Pinewood is required to extend the offer for successive periods of up to twenty (20) business days if at the initial or extended expiration of the offer, any of the offer conditions set forth under The Offer Conditions of the Offer beginning on page 54 have not been satisfied or, where permissible, waived by Pinewood until the earlier of (i) the satisfaction or, where permissible, waiver of such conditions, and the consummation of the offer or (ii) the termination of the merger agreement in accordance with its terms. Pinewood is also required to extend the offer if any period is so required by any rule, regulation, interpretation or position of the SEC or the staff applicable to the offer or any period required by law. No such extension is required after the earlier to occur of (i) the date on which all the conditions have been satisfied or, where permissible, waived, or (ii) October 30, 2012.

Table of Contents

IDT or PLX each have the right to extend the offer for three months ending on January 31, 2013 if, as of October 30, 2012, all of the offer conditions set forth under The Offer Conditions of the Offer beginning on page 54 have been satisfied other than obtaining the required governmental approvals pursuant to the HSR Act or both obtaining the required governmental approvals pursuant to the HSR Act and meeting the minimum tender condition, solely to satisfy such conditions.

IDT has the sole right to extend the offer for three additional months ending on April 30, 2013 if, at the extended expiration of the offer as of January 31, 2013, all of the offer conditions set forth under The Offer Conditions of the Offer beginning on page 54 have been satisfied other than obtaining the required governmental approvals pursuant to the HSR Act or both obtaining the required governmental approvals pursuant to the HSR Act and meeting the minimum tender condition, solely to satisfy such conditions, provided that the offer may in no event be extended past April 30, 2013.

Top-Up Option

Under the merger agreement, if the minimum tender condition is satisfied and we consummate the offer, we have the option, which we refer to as the top-up option, to purchase from PLX additional shares of PLX common stock equal to the lowest number of shares that, when added to the number of shares already owned by us, will constitute one share more than 90% of the shares of PLX common stock outstanding immediately after the shares subject to the top-up option are issued, at a cash price per share equal to the sum of (i) $3.50 and (ii) the product of 0.525 and the closing price of a share of IDT common stock on NASDAQ on the last trading day before we exercise the top-up option.

IDT or Pinewood may exercise this option at any time after the consummation of the offer and prior to the earlier to occur of (i) the time the merger becomes effective and (ii) the termination of the merger agreement in accordance with its terms. If, as of the expiration of the offer, all of the conditions to the offer have been satisfied or, where permissible, waived, and the shares to be issued pursuant to the top-up option, if exercised, together with all shares that are validly tendered and not withdrawn, would constitute one share more than 90% of the shares of PLX common stock then outstanding, we will exercise the top-up option. If we exercise this option, we will pay the aggregate par value of the shares issued pursuant to the top-up option in cash, and we will issue a promissory note for the remainder of the purchase price, to mature on the first anniversary date of its delivery and bearing interest at the rate of interest per annum equal to the prime lending rate as published in The Wall Street Journal. In no event will the top-up option be exercisable for a number of shares of PLX common stock in excess of PLX s then authorized and unissued shares of common stock.

Prompt Payment for PLX Common Stock after the Closing of the Offer

Subject to the conditions of the offer, Pinewood will accept for exchange and exchange, promptly after the expiration of the offer, which is initially at the end of the day on June 20, 2012, at 12:00 midnight, New York City time, all shares of PLX common stock validly tendered and not properly withdrawn pursuant to the offer. We will not issue fractional shares of IDT common stock in the offer. Instead, each tendering PLX stockholder who would otherwise be entitled to a fractional share (after aggregating all fractional shares of IDT common stock that otherwise would be received by such stockholder) will receive cash equal to such fraction multiplied by the closing price of a share of IDT common stock on the NASDAQ Stock Market on the date that the offer is completed.

PLX Board of Directors

Upon the acceptance for exchange of shares of PLX common stock pursuant to the offer, IDT will be entitled to designate a number of directors of PLX, rounded up to the next whole number, that equals the product of:

- the total number of directors on PLX s board of directors (determined after giving effect to the election of additional directors by IDT), and

Table of Contents

the percentage that the aggregate number of shares of PLX common stock beneficially owned by IDT and its wholly-owned subsidiaries, including Pinewood, at such time (including shares accepted for payment) bears to the total number of shares of PLX common stock then outstanding.

PLX will take all actions necessary to enable the individuals designated by IDT to be elected to PLX s board of directors and to constitute the same percentage as is on the PLX board of directors of:

each committee of the PLX board of directors, and

each board of directors of each subsidiary of PLX (and each committee thereof).

In the event IDT s designees are elected or appointed to PLX s board of directors before the merger has become effective, PLX shall cause the board of directors to include at least such number of members who are independent directors of PLX as may be required under and in accordance with applicable NASDAQ rules. The merger agreement provides that, prior to the effective time of the merger, the affirmative vote of a majority of the continuing PLX independent directors will be required (or a majority of the board of directors if such PLX independent directors cease to serve as directors for any reason and cannot replaced in accordance with the merger agreement) for PLX to:

amend or terminate the merger agreement or any promissory note issued in connection with the top-up option;

exercise or waive any of PLX s rights under the merger agreement, or agree to any extension of time for the performance of any action or obligation of IDT or Pinewood under the merger agreement;

authorize any contract between PLX or any of its subsidiaries, on the one hand, and IDT or any of its subsidiaries, on the other; or

take any other action under the merger agreement that would be reasonably expected to adversely affect in any material respect the holders of PLX common stock (other than IDT and its subsidiaries).

The Merger Transactions

The merger agreement provides that following completion of the offer, Pinewood will be merged with and into PLX, with PLX continuing as the surviving corporation. The merger agreement also provides that, immediately after the merger and subject to the satisfaction of certain conditions, PLX will be merged with and into Pinewood LLC, with Pinewood LLC continuing as the surviving corporation, to preserve the intended treatment of the merger as a reorganization for United States federal income tax purposes that would provide the PLX stockholders with certain potential tax-free consequences with respect to the receipt of common stock of IDT in the offer and the mergers.

Effective Time of the Merger

The merger will become effective upon the filing of a certificate of merger with the Secretary of State of Delaware or such later time as is agreed by PLX and IDT and specified in the certificate of merger. The filing of the certificate of merger will take place as soon as practicable on or after the closing date of the merger.

Effective Time of the LLC Merger

The LLC merger will become effective upon the filing of a certificate of merger with the Secretary of State of Delaware. We currently anticipate that the filing of the certificate of merger for the LLC merger will take place as soon as practicable following the merger of Pinewood with and into PLX, and will occur on or after the closing date of the merger.

83

Table of Contents

Treatment of PLX Common Stock

Under the terms of the merger agreement, at the effective time of the merger, each share of PLX common stock (except for shares beneficially owned directly or indirectly by IDT for its own account, shares held in treasury by PLX and shares held by PLX stockholders who have properly preserved their appraisal rights, if any, under Delaware law) will be converted into the right to receive from Pinewood the same consideration paid in exchange for each share of PLX common stock in the offer. Shares of PLX common stock for which appraisal rights have been perfected in accordance with Section 262 of the DGCL shall be converted into the right to receive the consideration as may be determined to be due with respect to such shares pursuant to the DGCL. No payment will be made in exchange for PLX common stock beneficially owned directly or indirectly by IDT for its own account and shares of PLX common stock held in treasury by PLX, and all such shares will be cancelled at the effective time of the merger.

Treatment of PLX Options and Other Equity Based Awards

Immediately prior to the effective time of the merger, each outstanding and unexercised option to acquire shares of PLX common stock, including options granted to PLX officers and employee directors, with an exercise price per share less than $9.00 that is held by an employee of PLX who continues as an employee of IDT or an affiliate of IDT after the effective time will be converted into an option to acquire a number of shares of IDT common stock equal to the number of shares of PLX common stock for which such option was exercisable at the effective time of the merger multiplied by the equity exchange ratio, rounded down to the nearest whole share. The exercise price per share of each such assumed option will be equal to the exercise price per share set forth in the option agreement for such option at the effective time of the merger, divided by the equity exchange ratio (rounded up to the nearest whole cent). The equity exchange ratio will be calculated as a fraction, the numerator of which is the sum of (A) $3.50 plus (B) the product of 0.525 and the average closing sales price for a share of IDT common stock as reported on NASDAQ for the twenty (20) consecutive trading days ending with and including the trading day that is two (2) trading days before the closing date of the merger, and the denominator of which is the average closing sales price for a share of IDT common stock as reported on NASDAQ for the twenty (20) consecutive trading days ending with and including the trading day that is two (2) trading days before the closing date of the merger.

Immediately prior to the effective time of the merger, each then outstanding option that is not converted into an option to acquire shares of IDT common stock will be cancelled and converted into a right to receive an amount in cash (subject to all applicable withholding and other taxes), if any, equal to the product of (a) the total number of vested shares of PLX common stock subject to each such stock option that were vested as of the effective time of the merger (including, with respect to employees of PLX who cease to be employees or other service providers immediately prior to the effective time or otherwise in connection with the merger, shares that vested in connection with the merger), and (b) an amount equal to the excess, if any, of (i) $3.50 plus (ii) the product of the closing price of a share of IDT common stock on the closing date of the merger multiplied by the per share exchange ratio 0.525, over the exercise price per share subject to such option immediately prior to cancellation.

Immediately prior to the effective time of the merger, each restricted stock unit, or RSU, representing a right to receive shares of PLX common stock held by an employee of PLX who continues as an employee of IDT or an affiliate of IDT after the effective time will be converted into an RSU representing a right to receive a number of shares of IDT common stock equal to the number of shares of PLX common stock subject to each RSU as of the effective time of the merger multiplied by the equity exchange ratio described above, rounded down to the nearest whole share. All other RSUs will be cancelled and terminated for no additional consideration.

Representations and Warranties

IDT (and, in certain instances as noted below, Pinewood and Pinewood LLC) and PLX each made a number of representations and warranties in the merger agreement regarding aspects of their respective businesses,

Table of Contents

financial condition, structure and other facts pertinent to the merger. IDT (as well as Pinewood and Pinewood LLC, as noted below) and PLX made representations and warranties as to:

- corporate organization, standing and power (also made by Pinewood and Pinewood LLC);
- capitalization;
- authorization of the merger agreement and the transactions contemplated thereby, including the offer and the merger, by the respective companies (also made by Pinewood and Pinewood LLC);
- internal controls over financial reporting and the maintenance of disclosure controls and procedures;
- the lack of conflicts and required filings and consents (also made by Pinewood and Pinewood LLC);
- filings and reports with the SEC and financial statements;
- absence of untrue statements of material fact or omissions of material fact in the registration statement, offer documents, and Schedule 14D-9 to be filed with the SEC;
- absence of certain changes or events;
- absence of undisclosed material litigation;
- compliance with applicable laws and regulatory approvals required to complete the merger; and
- the use of brokers (also made by Pinewood and Pinewood LLC).

In addition, PLX made representations and warranties as to:

- permits and licenses required to conduct business and general compliance with applicable laws;
- maintenance of books and records;
- absence of undisclosed liabilities;

employee matters and benefit plans;

labor and other employment matters;

contracts and indebtedness;

litigation;

environmental matters;

intellectual property;

product warranties;

tax matters;

insurance;

title to property and assets;

real property;

required vote needed to approve the merger and adopt the merger agreement; and

the opinion of PLX s financial advisor.

In addition, IDT, and in certain instances, Pinewood and Pinewood LLC, made representations and warranties as to:

IDT s ownership of Pinewood s common stock;

the availability of funds to complete the offer;

Table of Contents

no written agreements, arrangements or understandings as defined in DGCL Section 203 relating to PLX or the transactions contemplated by the merger agreement (also made by Pinewood);

no ownership of shares of PLX (also made by Pinewood and Pinewood LLC); and

the operations of Pinewood.

The representations and warranties asserted in the merger agreement will not survive the completion of the offer.

Covenants

Conduct of Business Pending the Merger

Conduct of PLX and its Subsidiaries. The merger agreement provides that, subject to limited exceptions, until the effective time of the merger, PLX will, and will cause its subsidiaries to, unless IDT consents in writing otherwise (which consent shall not be unreasonably withheld, conditioned or delayed), conduct business only in the ordinary course of business consistent with past practice, use commercially reasonable efforts to keep available the services of the current officers, employees and consultants, to preserve its goodwill and relationships with customers, suppliers and other persons with which it and its subsidiaries have significant business relations and to preserve intact its business organization. The merger agreement also expressly restricts the ability of each of PLX and its subsidiaries to take the following actions without the prior written consent of IDT (which consent shall not be unreasonably withheld, conditioned or delayed):

amend the certificate of incorporation or bylaws or any similar governing instruments of PLX or its subsidiaries;

declare, set aside, make or pay any dividends or other distributions on PLX common stock or the capital stock of any of its subsidiaries, split, combine or reclassify any capital stock of PLX or any of its subsidiaries, issue or authorize the issuance of any other securities, purchase, redeem or acquire any share of PLX common stock or any securities convertible into shares of PLX common stock, the capital stock of its subsidiaries or other equity interests in PLX or any of its subsidiaries, or take any action that would result in any amendment, modification or change of any term of indebtedness of PLX or any of its subsidiaries;

issue, deliver, sell, grant pledge, transfer, subject to any lien, or otherwise encumber or dispose of any share of PLX common stock or any securities convertible into shares of PLX common stock or other equity interests in PLX or any of its subsidiaries, subject to a limited exception permitting the exercise of PLX options outstanding as of the date of the merger agreement;

adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization with respect to PLX or any of its subsidiaries;

incur any capital expenditures or any obligations or liabilities in excess of $200,000 in the aggregate in any fiscal quarter;

acquire any material business, assets or capital stock of any corporation, partnership or other business organization or division thereof, or any other assets other than those acquired in the ordinary course of business consistent with past practice;

acquire or license from any corporation, partnership or other business organization or division thereof any intellectual property rights or technology other than in the ordinary course of business consistent with past practice;

sell, lease, license, pledge, transfer, subject to any lien or otherwise dispose of any of its intellectual property rights, technology, material assets or material properties, except pursuant to existing contracts, sales of inventory or used equipment in the ordinary course of business, or certain specified permitted liens incurred in the ordinary course of business consistent with past practice;

Table of Contents

sell, dispose of , disclose or license the source code for any of PLX s proprietary software (subject to a limited exception for immaterial portions of source code of proprietary software provided pursuant to a software development kit license or otherwise), disclose any material trade secrets or other proprietary and confidential information to any person that is not subject to a confidentiality or non-disclosure agreement or enter into any arrangement that results in the loss, expiration of termination of any license or right to third party intellectual property;

disclose any material trade secrets or other confidential or proprietary information to any third person unless there is a confidentiality agreement governing such disclosure in place, or enter into any arrangement that results in the loss, expiration or termination of any license or right under or to any third party intellectual property;

(i) extend offers of employment to or hire any new employees, (ii) grant any current or former employee or service provider any increase in compensation, bonus or other benefits, (iii) grant any current or former director, officer, employee or service provider any severance or termination pay or benefits or any increase in severance, change in control, termination pay or benefits, (iv) except as otherwise contemplated by the merger agreement or required by applicable law, establish, adopt, enter into or amend any employee plan or collective bargaining agreement, (v) except as required by applicable law or the terms of any such employee plan, take any action to amend or waive any performance or vesting criteria or accelerate any rights or benefits under any employee plan, or (vi) make any person a beneficiary of a retention plan that would entitle such person to vesting, acceleration or any other right as a consequence of the transactions contemplated by the merger agreement;

write down any of its material assets in excess of $150,000, except for depreciation and amortization or in accordance with the ordinary course of business consistent with past practice, or make any change in any method of financial accounting principles, methods or practices, except for any change required by U.S. generally accepted accounting principles or applicable law;

incur any indebtedness in excess of $50,000 or modify in any material respect the terms of any indebtedness, or make any loans, advances, capital contributions or investments in excess of $50,000, other than to any of its subsidiaries or accounts receivable, extensions of credit, and advances of expenses to employees, in each case in the ordinary course of business;

agree to any exclusivity, non-competition, most favored nation or similar provision or covenant restricting PLX or any of its subsidiaries from competing in any line of business with any person, corporation, partnership or other business organization or division thereof;

enter into, materially amend, relinquish or terminate any material contract with an annual value in excess of $75,000, or with a value over the life of the contract in excess of $200,000, other than certain types of contracts in the ordinary course of business consistent with past practice;

make or change any material tax election, change any annual tax accounting period, adopt or change any material method of tax accounting, enter into any material closing agreement, enter into any tax allocation, sharing or indemnity agreement, settle any material tax claim, audit or assessment or amend any material tax returns or file any material claim for tax refunds;

institute, compromise or settle any action, or agree to the same, waive, relinquish, release, grant, transfer or assign any right with a value of more than $100,000 in any individual case except in the ordinary course of business consistent with past practice or commence any material litigation, investigation, arbitration or other action against any third party;

engage in any trade loading practices or any other promotional sales or discount activity with any customers or distributors with the intent of accelerating sales to the trade or otherwise to prior fiscal quarters that would otherwise reasonably be expected to occur in

subsequent fiscal quarters, or any other promotional sales or discount activity outside of PLX s ordinary course of business consistent with past practice;

Table of Contents

any practice which would reasonably be expected to have the effect of accelerating collections of receivables to prior fiscal quarters that would otherwise be expected to be made in subsequent fiscal quarters, or any practice which would reasonably be expected to have the effect of postponing to subsequent fiscal quarters payments by PLX or any of its subsidiaries that would otherwise be expected to be made in prior fiscal quarters;

cancel or terminate or allow to lapse without commercially reasonable substitute policies therefor, or amend in any material respect, any material insurance policy (other than renewals of existing insurance policies, or entering into commercially reasonable substitution policies therefor);

take any action that is intended or would reasonably be expected to result in any of the offer conditions or conditions to the merger not being met;

except as required by law, convene any regular or special meeting of PLX stockholders other than the stockholder meeting to approve the merger, if required;

make any material change in its investment policies with respect to cash or marketable securities; or

contract, authorize or make any commitment to do any of the above.

Conduct of IDT. The merger agreement provides that until the effective time of the merger, IDT will not, and will cause its subsidiaries not to, without the prior written consent of PLX (which consent shall not be unreasonably withheld, conditioned or delayed), directly or indirectly, take any action that is intended to or that would reasonably be expected to:

amend its certificate of incorporation or bylaws or any similar governing instruments in a manner adverse to PLX s stockholders as opposed to IDT stockholders;

acquire, in one transaction or any series of related transactions, any equity interests in any corporation, partnership or other business organization or division or other assets thereof, unless such acquisition would not be reasonably expected to materially delay obtaining, or materially increase the risk of not obtaining, any governmental authorizations necessary to consummate the offer and the mergers;

split, combine, subdivide or reclassify any shares of IDT common stock;

make any material change in any method of financial accounting principles, methods or practices, except for any change required by U.S. generally accepted accounting principles or applicable law; or

authorize or otherwise make any commitment to do any of the above.

Limited Solicitation of Acquisition Proposals

Go-Shop Period. The merger agreement provides that, during the period, or the go-shop period, beginning on the date of the merger agreement and continuing until 11:59 p.m. (California time) on May 30, 2012, PLX is permitted to, directly or indirectly:

initiate, solicit, and encourage, whether publicly or otherwise, competing proposals (as defined below) or competing inquiries (as defined below);

provide access to PLX s non-public information, but only if the third party to which PLX provides this information signs an acceptable confidentiality agreement, which (i) cannot prohibit PLX from upholding its disclosure obligations under the merger agreement, including the required disclosures to IDT regarding any competing proposal or competing inquiry received from such entity, and (ii) must contain provisions no less favorable to PLX in the aggregate as the provisions of the confidentiality agreement between IDT and PLX. PLX must promptly provide to IDT any material non-public information given to such third party if IDT has not previously been provided such information; and

Table of Contents

enter into, engage in and maintain discussions or negotiations regarding competing proposals or competing inquiries or cooperate with, assist or participate in or facilitate any such discussions or negotiations or any effort or attempt to make any competing proposal or competing inquiry.

After the go-shop period expires, starting from 12:00 a.m. (California time) on May 31, 2012, which we refer to as the no-shop period start date, the no-shop period will commence. Within twenty-four (24) hours of the no-stop period start date, PLX must notify IDT in writing of the identity of each party that submitted a competing proposal prior to the no-stop period start date, and together with this notification, provide to IDT a copy of any competing proposal (or, in the event no such copy is available, a reasonably detailed description of the competing proposal) and any modifications to such competing proposal submitted by any party during the go-shop period.

A competing proposal is any proposal or offer from a third party relating to any one or combination of the following:

a merger, reorganization, sale of assets, share exchange, consolidation, business combination, recapitalization, dissolution, liquidation, joint venture or similar transaction involving PLX or any of its subsidiaries whose assets, individually or in the aggregate, constitute 15% or more of the consolidated assets of the PLX and its subsidiaries, as determined on a book-value or fair-market-value basis;

the acquisition (whether by merger, consolidation, equity investment, joint venture or otherwise) or license by any person, corporation, partnership or other business organization or division thereof of 15% or more of the consolidated assets of the PLX and its subsidiaries, as determined on a book-value or fair-market-value basis;

the purchase or acquisition, in any manner, directly or indirectly, by any person, corporation, partnership or other business organization or division thereof of 15% or more of the issued and outstanding shares of PLX common stock or any other equity interests in PLX;

any purchase, acquisition, tender offer or exchange offer that, if consummated, would result in any person, corporation, partnership or other business organization or division thereof beneficially owning 15% or more of the shares of PLX common stock or any other equity interests of PLX or any of its subsidiaries whose assets, individually or in the aggregate, constitute 15% or more of the consolidated assets of the PLX and its subsidiaries, as determined on a book-value or fair-market-value basis; or

any combination of the foregoing.

A competing inquiry is any inquiry, indication of interest or request for information (other than an inquiry, indication of interest or request for information made or submitted by IDT or any of its subsidiaries) that may reasonably be expected to lead to a competing proposal.

Solicitation after the Go-Shop Period. From and after 12:00 a.m. (California time) on the no-shop period start date, PLX must and must cause each of its subsidiaries and representatives to cease and cause to be terminated any solicitation, encouragement, discussions or negotiations with any third party that may be ongoing with respect to a competing proposal or competing inquiry and request the return or destruction of any non-public information from such third party. From the no-shop period start date until the effective time of the merger or, if earlier, the termination of the merger agreement, PLX has agreed that it and its subsidiaries will not, directly or indirectly:

engage in any of the activities permitted during the go-shop period summarized above under Go-Shop Period beginning on page 88;

approve, endorse, recommend, execute or enter into, or publicly propose to do so, any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement or similar definitive contract (other than an acceptable confidentiality agreement) with respect to any competing proposal;

take any action to make the provisions of any takeover statue or any applicable anti-takeover provision in PLX s organizational documents inapplicable to a competing proposal;

Table of Contents

terminate, amend, release, modify or knowingly fail to enforce any provision of, or grant any permission, waiver or request under, any standstill, confidentiality or similar contract entered into by PLX in respect of or in contemplation of a competing proposal (other than to the extent that the PLX board of directors determines in good faith that failure to take any such actions would be reasonably likely to result in a breach of its fiduciary duties under applicable law), or

propose, resolve or agree to do any of the foregoing.

However, PLX may continue discussions and negotiations with any excluded party until the earlier of (i) June 15, 2012, the fifteenth (15th) day after the no-shop period start date or (ii) such time as such excluded party (as defined below) ceases to be an excluded party for purposes of the merger agreement. On May 31, 2012, after the termination of the go-shop period, PLX confirmed that it did not receive any superior proposals during the go-shop period and that no qualifying excluded party would be permitted to engage in any subsequent negotiations.

An excluded party is any third party from which PLX receives a written competing proposal during the go-shop period that remains pending as of the no-shop period start date, and which the PLX board of directors determines in good faith, prior to or as of the no-shop period start date and after consulting with its independent financial advisor and outside legal counsel, constitutes or would reasonably be expected to lead to a superior proposal (as defined below). An excluded party will cease to be an excluded party for purposes of the merger agreement upon the earliest of (i) the withdrawal, termination or expiration of its competing proposal, (ii) the time as of which such competing proposal no longer constitutes or would reasonably be expected to lead to a superior proposal or (iii) in the case of a financial buyer, any change of greater than 50% of the actual or proposed equity ownership of such excluded party.

A superior proposal means a bona fide written competing proposal for at least 85% of PLX and its subsidiaries capital stock or consolidated assets made by a third party that was not solicited by PLX (other than as permitted during the go-shop period), any of its subsidiaries or any of their respective representatives and which, in the good faith judgment of the PLX board of directors, after consultation with its independent financial advisors and outside legal counsel, taking into account the various legal, financial and regulatory aspects of the competing proposal, including financing terms, if any, and the third party making such competing proposal, (i) if accepted, is reasonably capable of being consummated and (ii) if consummated would, in the good faith judgment of the PLX board of directors, after consultation with PLX s financial advisor, result in a transaction that is more favorable to the PLX stockholders, from a financial point of view, than the offer and the merger (after giving effect to any adjustments to the terms thereof which may have been offered by IDT in accordance with the merger agreement).

If, at any time on or after the no-shop period start date and prior to the consummation of the offer, PLX receives a written, bona fide competing proposal that was not solicited in violation of the merger agreement (including from an excluded party) and PLX s board of directors determines in good faith (after consultation with its independent financial advisors and outside legal counsel) that such competing proposal constitutes, or would reasonably be expected to lead to, a superior proposal as compared to the terms of the merger agreement, and that its failure to take any action would be reasonably likely to result in a breach of its fiduciary duties under applicable law, then PLX and its representatives may:

furnish to such third party information relating to PLX or any of its subsidiaries (including nonpublic information), so long as such third party signs an acceptable confidentiality agreement and only if PLX promptly provides to IDT any material non-public information given to such third party if IDT has not previously been provided such information; and

participate in discussions or negotiations with such third party regarding such competing proposal.

From and after the no-shop period start date, PLX must promptly notify IDT (within twenty-four (24) hours) in the event that PLX, any of its subsidiaries or any of its representatives receives (i) any competing proposal or a

Table of Contents

competing inquiry, (ii) any request for non-public information relating to PLX or any of its subsidiaries, or requests for information in the ordinary course of business consistent with past practice and unrelated to a competing proposal or (iii) any competing inquiry or request for discussions or negotiations regarding any competing proposal. PLX must indicate the identity of such third parties and provide an copy (or, in the event no such copy is available, a reasonably detailed description) of such competing inquiry, competing proposal, indication, or request to IDT, including any modifications thereto. Thereafter, PLX must keep IDT informed on a current basis of the status of any such competing inquiry or competing proposal, and any material developments, discussions and negotiations, including furnishing copies of any revised written proposals or offers relating thereto.

Board of Directors Recommendation and Actions

The merger agreement provides that PLX will file a tender offer solicitation / recommendation statement on Schedule 14D-9 that includes a statement that the PLX board of directors: (i) has unanimously determined that the transactions contemplated by the merger agreement, including the offer and the merger transactions, are fair to and in the best interests of PLX and its stockholders, (ii) has approved and declared advisable the merger agreement and the transactions contemplated thereby, including the offer and the mergers transactions and (iii) recommends to PLX stockholders that they accept the offer, tender their shares to IDT in the offer and, to the extent applicable, approve and adopt the merger agreement and the merger.

Except as expressly permitted by the terms of the merger agreement, PLX has agreed in the merger agreement that neither its board of directors nor any committee of the board of directors will take, or resolve, agree or publicly propose to take, any of the following actions:

- withhold, withdraw, modify or qualify, in a manner adverse to IDT, its approval or recommendation of the transactions contemplated by the merger agreement, including the offer and the merger;
- fail to include its recommendation of the offer and the merger transactions in the Schedule 14D-9 to be filed by PLX or the proxy statement for a vote of PLX s stockholders on the merger, if necessary;
- fail to publicly recommend against any tender offer or exchange offer for shares of PLX s capital stock that constitutes a competing proposal within ten (10) business days after commencement thereof, or fail to reaffirm its recommendation of the transactions contemplated by the merger agreement within four (4) business days after IDT requests such reaffirmation in writing;
- adopt, approve or recommend any competing proposal received after the date of the merger agreement; or
- cause or permit PLX to enter into any agreement constituting or relating to any alternative acquisition proposal (any of the above actions being referred to as an adverse recommendation change).

Despite the foregoing, the merger agreement provides that at any time before IDT s acceptance of the offer:

- if PLX s board of directors determines in good faith (after consultation with PLX s outside legal counsel) in response to a material development or change in circumstances (that is not a competing proposal or competing inquiry) and that was not known to the PLX board of directors as of the date of the merger agreement, or an intervening event, that its failure to make an adverse recommendation change would be reasonably likely to result in a breach of its fiduciary duties, it may withhold, withdraw, modify or qualify in a manner adverse to IDT its approval or recommendation of the merger agreement or the merger. PLX may not make such an adverse recommendation change unless and until it has (i) provided IDT with a written description of such intervening event in reasonable detail and kept IDT reasonably informed of material developments with respect to such intervening event, (ii) has notified IDT in writing at least four (4) business days prior of its intention to make an adverse recommendation change and, (iii) prior to the expiration of such four business day period, IDT has not made a bona fide proposal to amend the terms of the merger agreement that the PLX board of directors

91

Table of Contents

determines in good faith obviates the need to make an adverse recommendation change in accordance with its fiduciary duties under applicable law; or

if PLX receives a bona fide written competing proposal that PLX s board of directors determines in good faith (after consultation with PLX s outside legal counsel and financial advisors) constitutes a superior proposal (after giving effect to all such adjustments which may be offered by IDT and Pinewood in accordance with the merger agreement), and further determines in good faith, after consultation with its legal advisors, that its failure to take action would be reasonably likely to result in a breach of its fiduciary duties under applicable law, PLX may withhold, withdraw, modify or qualify in a manner adverse to IDT its approval or recommendation of the merger agreement and the merger, or otherwise terminate the merger agreement and enter into an agreement with respect to the superior proposal, subject to the conditions provided in the following paragraph.

PLX has agreed not to effect an adverse recommendation change or terminate the merger agreement to, in each case, with respect to a superior proposal unless the following obligations are satisfied:

none of PLX, its subsidiaries or representatives have breached the provisions of the merger agreement pertaining to the treatment of such superior proposal;

PLX has given IDT and Pinewood written notice of its intent to effect an adverse recommendation change or terminate the merger agreement, identifying the third party and including an unredacted copy of the superior proposal and all relevant documents, or the notice of superior proposal;

during the four (4) business days following IDT s receipt of the notice of superior proposal, PLX negotiates with IDT and Pinewood in good faith to make adjustments to the merger agreement such that the terms of the superior proposal would no longer be more favorable to PLX s stockholders;

after such four (4) business day period, PLX s board of directors determines in good faith (after consultation with PLX s outside legal counsel and financial advisors) that the superior proposal continues to constitute a superior proposal. If there is any amendment to the financial terms or other material amendment to such superior proposal, PLX will be required again to comply with the requirements above, provided, however, that the four business day periods will become two (2) business day periods; and

PLX pays the applicable termination fee to IDT, as described below under Termination of the Merger Agreement.

Preparation of the Registration Statement

IDT is obligated to prepare and file the Form S-4 registration statement with the SEC, of which this prospectus is a part. IDT will use its commercially reasonable efforts to have:

the Form S-4 declared effective by the SEC as promptly as practicable after the filing; and

the Form S-4 remain effective as long as necessary to complete the offer and the merger.

IDT has agreed to promptly provide PLX with copies of any written comments and to promptly inform PLX of any oral comments that IDT may receive from time to time from the SEC or its staff with respect to the Form S-4 or the offer documents, and any oral or written responses thereto. IDT has agreed not to make any amendment or supplement to the Form S-4 or other written responses without providing PLX a reasonable opportunity to review the amendment, supplement or response, and has agreed to give due consideration to all additions, deletions or changes suggested by PLX.

If, prior to the effective time of the merger, either IDT or PLX discovers any information relating to either party that should be set forth in an amendment or a supplement to the Form S-4, or to any of the filings related to the offer, so that the documents would not contain any untrue statement of a material fact or omit to state a

Table of Contents

material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, the party that discovers that information is obligated to promptly notify the other party, and an appropriate amendment or supplement describing such information will be promptly filed with the SEC and disseminated to holders of PLX common stock.

Antitrust Laws

The merger agreement provides that IDT and PLX will use commercially reasonable efforts to obtain all requisite approvals and authorizations for the transactions contemplated by the merger agreement under any applicable antitrust laws, promptly make all necessary fillings and submissions required and pay any fees due under applicable laws and determine whether any other action by or in respect of, or filing with, any governmental authority is required, in connection with the consummation of the offer, the exercise of the top-up option or the merger transactions.

IDT and PLX will cooperate in all respects with each other in connection with preparing and making any filing or submission and in connection with any investigation or other inquiry, including furnishing all information required for any application or filing, giving the other party prompt notice of any request, inquiry, objection, charge or other action, actual or threatened, by or before the Federal Trade Commission, the Department of Justice or the competition or merger control authorities of any other governmental entity, keeping the other party informed as to the status of any such request and promptly informing the other party of any related communication. IDT and PLX will use commercially reasonable efforts to resolve any such request or action, and to have vacated or lifted any order that is in effect that prohibits, prevents or restricts consummation of the offer or the merger transactions, consulting and cooperating with the other party in good faith in connection with any filing, analysis, presentation, memorandum, brief, argument, opinion or proposal made or submitted in connection with the offer, the top-up option, the mergers, and consulting with the other party in advance of any meeting or conference and providing the other party the opportunity to attend and participate in such meetings and conferences.

Pursuant to the terms of the merger agreement, IDT and PLX made premerger filings under the HSR Act with the Federal Trade Commission, or the FTC, and the Antitrust Division of the U.S. Department of Justice, or DOJ, on May 7, 2012. Effective June 5, 2012, following consultation with the FTC and PLX, IDT voluntarily withdrew its Notification and Report Form with respect to the offer and the merger. IDT re-filed its Notification and Report form on June 6, 2012. IDT and PLX have agreed to supply as promptly as reasonably practicable any additional information and documentary material that may be requested by the FTC or DOJ and use commercially reasonable efforts to take or cause to be taken all other actions necessary, proper and advisable consistent with the terms of the merger agreement to cause the expiration or termination of the applicable waiting periods, or receipt of required authorizations, as applicable, under the HSR Act as soon as practicable. None of IDT, Pinewood or PLX may agree to stay, toll or extend any applicable waiting period under the HSR Act or applicable competition laws without the prior written consent of the other parties.

Employee Benefits

Immediately prior to the effective date of the Merger, PLX will terminate the ESOP and the PLX Technology, Inc. 401(k) Plan, or the 401(k) Plan. Participants will fully vest in their accounts as of the date of the termination of the ESOP and the 401(k) Plan and the amount in their ESOP and/or 401(k) Plan accounts may be distributed or rolled over into an individual retirement account or a tax-qualified retirement plan maintained by the participant s employer. For a period of twelve (12) months following the effective time of the merger, IDT will provide, or will cause to be provided, to those employees of PLX and its subsidiaries who continue to be employed by IDT following the effective time annual base salary or base wages and short-term incentive compensation opportunities and benefits (including severance benefits) that are substantially comparable, in the aggregate, to the benefits provided to similarly situated employees of IDT.

Table of Contents

After the effective time of the merger, IDT will give the employees of Pinewood that were employees of PLX immediately prior to the effective time full credit for purposes of eligibility and vesting and benefit accruals (but not for purposes of benefit accruals under any defined benefit pension plans or vesting under any equity incentive plan) under any employee compensation, incentive and benefit plans, programs, policies and arrangements maintained for the benefit of PLX employees to the same extent recognized by PLX immediately prior to the merger, except to the extent such recognition would result in duplication of benefits.

IDT will use commercially reasonable efforts to cause each continuing employee to be immediately eligible to participate in all new benefit plans, and for all pre-existing conditions to be waived, to the extent they were waived under PLX s benefit plans.

Indemnification and Insurance

In the merger agreement, IDT has agreed that for a period of six (6) years after the effective time of the merger, all existing rights to indemnification, exculpation and limitation of liabilities of PLX s officers and directors provided in PLX s certificate of incorporation or bylaws or in any indemnification or other agreement with PLX will survive the merger and continue in full force and effect. In addition, for a period of six (6) years after the effective time of the merger, IDT, Pinewood and Pinewood LLC have agreed that the organizational documents of Pinewood and Pinewood LLC will provide the directors and officers with no less favorable rights with respect to indemnification, exculpation, and advancement of expenses for periods at or prior to the effective time of the merger than as are currently set forth in PLX s organizational documents.

For a period of six (6) years after the effective time of the merger, Pinewood and, after the LLC merger, Pinewood LLC have also agreed to either maintain for the benefit of PLX s directors and officers, as of the effective time of the merger, an insurance and indemnification policy that provides coverage for events occurring prior to the effective time of the merger that is substantially equivalent to and in any event not less favorable in the aggregate than PLX s existing policy. If such a policy is not available, each of Pinewood and Pinewood LLC, as applicable, is required the provide the best available coverage. However, Pinewood will not be required to pay an annual premium in excess of 250% of the last annual premium paid by PLX prior to April 30, 2012 to obtain such insurance, provided that the foregoing obligation to maintain such insurance may be satisfied by IDT purchasing a prepaid policy providing directors and officers with substantially equivalent coverage for the six (6) year period.

Conditions of the Offer

For a description of the conditions of the offer, see The Offer Conditions of the Offer beginning on page 54.

Conditions of the Merger