

## CLAWBACK AGREEMENT

This Clawback Agreement (this “Agreement”), dated as of June 9, 2025, is by and between Qualcomm Incorporated, a Delaware corporation (“Qualcomm”), and Jonathan Rogers, an individual (the “Subject Party”). Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to such terms in the Rule 2.7 Announcement (as defined below).

WHEREAS, Qualcomm and Bidco intend to announce the Acquisition substantially on the terms and subject to the conditions set forth in the draft announcement to be made pursuant to Rule 2.7 of the Code and provided to the Subject Party prior to the Subject Party’s execution and delivery of this Agreement (subject to such modifications as may be agreed among Qualcomm, Bidco and Alphawave or as may otherwise be required to comply with the requirements of the Panel, the Code or any applicable law or regulation, the “Rule 2.7 Announcement”);

WHEREAS, concurrently with the execution and delivery of this Agreement, the Subject Party executed and delivered to Qualcomm and Bidco a Deed of Irrevocable Undertaking, dated on or around the date hereof (the “Irrevocable Undertaking”), pursuant to which the Subject Party has committed to, among other things, elect, or procure that the Relevant Holder (as defined below) shall elect, to receive the Exchangeable Securities Alternative Offer in respect of their Alphawave Exchangeable Shares and to receive Alternative Offer 2 in respect of their Alphawave Shares, in each case on the terms and subject to the conditions set forth in the Irrevocable Undertaking and the Rule 2.7 Announcement; and

WHEREAS, the Subject Party has agreed to subject all of the New Series B Qualcomm Exchangeable Securities to be received by the Relevant Holder on or around the Effective Date, on the terms and subject to the conditions set forth in the Rule 2.7 Announcement (the “Relevant Series B Qualcomm Exchangeable Securities”), to the clawback conditions and other terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Certain Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) “Base Salary” means the annual base rate of compensation payable to the Subject Party by Qualcomm or any of its Subsidiaries, before deductions or voluntary deferrals authorized by the Subject Party or required by law to be withheld from the Subject Party by Qualcomm or any of its Subsidiaries.

(b) “Cause” means, with respect to the termination of the Subject Party’s employment with the Qualcomm Group or the Alphawave Group that such termination is based on, the Subject Party’s: (i) performance of any act, or failure to perform any act, in each case in bad faith and to the detriment of the Alphawave Group or the Qualcomm Group or any member thereof; (ii) dishonesty, intentional misconduct, material violation of any applicable Qualcomm Group policy or Alphawave Group policy, or material breach of any agreement with any member of the Qualcomm Group or the Alphawave Group after written notice from Qualcomm of any such violation or breach, and a reasonable opportunity to cure; (iii) commission of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) continued unsatisfactory performance of the Subject Party’s reasonably assigned duties or responsibilities (other than by reason of mental or physical incapacity), having carried out a performance improvement process in line with practice in the relevant country of employment or, where no such practice exists, after receiving written notice thereof and a reasonable opportunity to cure (if curable).

(c) “Disability” means the Subject Party’s employment is terminated because of a disability entitling the Subject Party to long-term disability benefits under the applicable long-term disability plan of Qualcomm or any of its Subsidiaries.

(d) “Good Reason” means the occurrence of any of the following events, without the Subject Party’s prior written consent: (i) the Subject Party’s reporting level, or scope of responsibility being materially diminished; provided, that a diminution of their reporting level, or scope of responsibility in connection with the Acquisition shall not constitute Good Reason if: (a) there is no material diminution in the Subject Party’s reporting level or scope of responsibility within the Alphawave Group as it existed before the Acquisition; (b) the Subject Party is given a reporting level and scope of responsibility of materially similar or greater overall scope and responsibility within the Qualcomm Group (taking into account appropriate consideration that a nominally lower hierarchical role in a larger company may involve similar or greater scope and responsibility than a nominally higher role in the hierarchy of a smaller company); or (c) there is any decrease in the number of the Subject Party’s direct or roll-up reports that (I) results from engineering or other department reporting being moved from the Subject Party’s direct or roll-up reporting line or (II) does not result in a material overall reduction of responsibilities when taking into account overall matrix reporting, provided, further, that neither the Acquisition nor Alphawave’s ceasing to be a standalone publicly traded company (and becoming a business unit of Qualcomm) will, by itself, constitute Good Reason; (ii) the relocation of the principal place of the Subject Party’s employment or service to a location that is more than fifty (50) miles from the Subject Party’s principal place of employment or service immediately prior to the Effective Date; (iii) during the Relevant Period, the Subject Party is provided compensation, benefits and allowances (including cash incentives, equity compensation and pension benefits), which are not substantially comparable to or more favorable than, in the aggregate, the target compensation, benefits and allowances provided to such individual prior to the Effective Date (including salary, target bonus and target long term incentive and applying, if applicable, the target bonus and target long term incentive proposals as set forth in the Alphawave Annual Report and Financial Statements 2024, if the related proposals are approved at the 2025 Annual General Meeting of Alphawave to be held on June 17, 2025); or (iv) following the Relevant Period, providing the Subject Party a Base Salary that is less than the base salary range of similarly situated Qualcomm employees (title and location) after the Subject Party’s job title is changed to match Qualcomm’s job title structure and the Subject Party’s new role following the Effective Date. Notwithstanding the foregoing, in order to invoke a termination for Good Reason under this Agreement, the Subject Party must provide written notice to Qualcomm of the existence of one or more of the conditions or events described in clauses (i)-(iv) above within ninety (90) days after having knowledge of such condition or conditions, and Qualcomm shall have thirty (30) days following receipt of such written notice (the “Cure Period”) during which it may cure the condition or event, if curable. In the event that Qualcomm fails to cure any condition or event constituting Good Reason during the Cure Period, the Subject Party may resign for Good Reason at any time during the thirty (30)-day period following the Cure Period.

(e) “Relevant Alphawave ExchangeCo Exchangeable Shares” shall have the meaning set forth in the Irrevocable Undertaking.

(f) “Relevant Holder” means, collectively, each beneficial or registered holder of (or any other person interested in, or entitled to instruct voting of): (i) the Relevant Shares (prior to the Acquisition becoming Effective); or (ii) the Relevant Series B Qualcomm Exchangeable Securities (upon and following the Acquisition becoming Effective), in each case, including, for the avoidance of doubt, any of the Subject Party’s immediate family members and/or any of the Subject Party’s or such immediate family members’ related holding vehicle or trust having any interest in such Relevant Shares or Relevant Series B Qualcomm Exchangeable Securities, as applicable.

(g) “Relevant Period” means the period from (and including) the Effective Date to the date falling twelve (12) months following the Effective Date.

(h) “Relevant Shares” shall have the meaning set forth in the Irrevocable Undertaking.

(i) “Subsidiary” means any company (including, for the avoidance of doubt and without limitation, any joint venture), which is at least fifty percent (50%) owned, directly or indirectly, by Qualcomm or Alphawave (in each case, whether in existence as of, or newly formed after, the date hereof). Upon the Acquisition becoming Effective, the term “Subsidiary” shall include Alphawave and its Subsidiaries.

## 2. Treatment on Clawback Event.

(a) If, during the period from the date hereof until and through immediately prior to the Acquisition becoming Effective, the Subject Party ceases to provide services to Alphawave or its Subsidiaries as an employee for any reason other than for Disability or death of the Subject Party (a “Pre-Effective Date Clawback Event”), then all of the Relevant Series B Qualcomm Exchangeable Securities that are received by the Subject Party or its Relevant Holder (as applicable) on the Effective Date, on the terms and subject to the conditions of the Rule 2.7 Announcement, shall immediately following the Acquisition becoming Effective be cancelled for no consideration and transferred to Qualcomm CanCo for zero value, effective as of the Effective Date, pursuant to the Compulsory Transfer Agreement (as defined below).

(b) If, during the period from the Effective Date until and through to the date that is the Final Release Date, the Subject Party ceases to provide services to Qualcomm or its Subsidiaries as an employee due to: (i) Qualcomm’s or such Subsidiary’s termination of the Subject Party for Cause; or (ii) the Subject Party’s resignation other than for Good Reason (each of (i) and (ii), a “Post-Effective Date Clawback Event”), then all of the Relevant Series B Qualcomm Exchangeable Securities held by the Subject Party or its Relevant Holder (as applicable) as of the date of such Post-Effective Date Clawback Event that have not automatically converted into New Series A Qualcomm Exchangeable Securities in accordance with the Qualcomm Exchangeable Share Structure shall be immediately cancelled for no consideration and transferred to Qualcomm CanCo for zero value, effective as of the date of such Post-Effective Date Clawback Event, pursuant to the Compulsory Transfer Agreement. For the avoidance of doubt, a Subject Party’s termination cannot be for Cause if they have resigned for Good Reason.

(c) In order to facilitate and implement the clawback conditions and other terms set forth in this Agreement, Qualcomm shall (or shall cause its Subsidiaries to) and the Subject Party shall (or shall cause the Relevant Holder to), on or prior to the Effective Date, enter into a compulsory transfer agreement in form and substance reasonably acceptable to Qualcomm (the “Compulsory Transfer Agreement”).

(d) Following any transfer of Relevant Series B Qualcomm Exchangeable Securities pursuant to the Compulsory Transfer Agreement: (i) neither the Subject Party nor the Relevant Holder shall thereafter have any further rights or interests in such Relevant Series B Qualcomm Exchangeable Securities or any New Series A Qualcomm Exchangeable Securities into which such Relevant Series B Qualcomm Exchangeable Securities could have been converted prior to such transfer (or Qualcomm Shares for which such Relevant Series B Qualcomm Exchangeable Securities could ultimately have been exchanged prior to such transfer) in accordance with the Qualcomm Exchangeable Share Structure; and (ii) for the avoidance of doubt, (A) in the case of a Pre-Effective Date Clawback Event, neither the Subject Party nor the Relevant Holder shall be entitled to be paid any cash dividends in respect of any Relevant Series B Qualcomm Exchangeable Securities at any time, and (B) in the case of a Post-Effective Date Clawback Event, any cash

dividends that have accrued but not been paid in respect of any Relevant Series B Qualcomm Exchangeable Securities (in accordance with their terms) that have not been converted into New Series A Qualcomm Exchangeable Securities in accordance with the Qualcomm Exchangeable Securities Structure shall be forfeited and neither the Subject Party nor the Relevant Holder shall have any entitlement to be paid such accrued cash dividends at any time.

3. No Rights to Continuation of Employment or Service. This Agreement does not create an obligation on Qualcomm, Alphawave or any of their respective Subsidiaries to continue the employment of the Subject Party.

4. Further Assurances. From time to time and in each case conditional on the occurrence of the Effective Date, at the reasonable request of Qualcomm or the Subject Party, as the case may be, Qualcomm or the Subject Party, as the case may be, will execute and deliver, or cause its Subsidiaries (in the case of Qualcomm) or the Relevant Holder (in the case of the Subject Party) to execute and deliver, all such documents and instruments, including but not limited to the Compulsory Transfer Agreement, as may be reasonably necessary to implement the Qualcomm Exchangeable Share Structure, including the clawback conditions and other terms contemplated by this Agreement (or, if any of the circumstances described in sub-paragraphs 7.2.1 through 7.2.3 of the Irrevocable Undertaking arise, any other arrangement that ensures an equivalent portion of any Qualcomm Shares ultimately received as a result of the steps and actions taken pursuant to sub-paragraphs 7.2.4 or 7.2.5 of the Irrevocable Undertaking are made subject to equivalent lock-up, transfer restrictions, clawback conditions and other arrangements set out in or otherwise contemplated by the Qualcomm Exchangeable Securities Term Sheet or this Agreement).

5. Representations, Warranties and Acknowledgments.

(a) Each party hereto hereby represents and warrants to the other party hereto that it has full power and authority to enter into this Agreement. All authority herein conferred or agreed to be conferred and any obligations of the Subject Party shall be binding upon the successors, assigns, heirs or personal representatives of the Subject Party.

(b) The Subject Party represents and covenants that, the Relevant Holder now has, or when the Relevant Series B Qualcomm Exchangeable Securities are received by the Relevant Holder, will have, and, except as contemplated by Section 2, will retain: (i) from the date hereof until and through to immediately prior to the Acquisition becoming Effective, good and marketable title to the Relevant Alphawave ExchangeCo Exchangeable Shares, free and clear of all liens, encumbrances and claims whatsoever (other than arising or as expressly permitted under the Alphawave Exchangeable Share Structure or this Agreement); and (ii) from the date of receipt of the Relevant Qualcomm Series B Exchangeable Securities until and through the Final Release Date, good and marketable title to the Relevant Qualcomm Series B Exchangeable Securities, free and clear of all liens, encumbrances and claims whatsoever (other than arising or as expressly permitted under the Qualcomm Exchangeable Share Structure or this Agreement).

(c) The Subject Party understands that the Subject Party's entry into this Agreement is a condition to the entitlement of the Subject Party and the Relevant Holder to receive from Qualcomm or any of its Subsidiaries any cash or share consideration upon the Acquisition becoming Effective, on the terms and subject to the conditions set forth in the Rule 2.7 Announcement, and that Qualcomm and Bidco are relying upon this Agreement in performing their respective obligations that are subject to such condition.

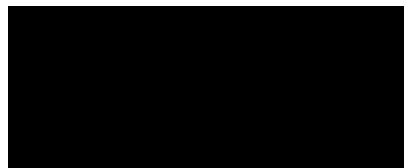
6. Taxes. The Subject Party and the Relevant Holder shall economically bear any tax (other than any Canada Part VI.1 tax under the Income Tax Act (Canada), as amended) that arises in connection

with the Relevant Series B Qualcomm Exchangeable Securities and the New Series A Qualcomm Exchangeable Securities to be received by the Relevant Holder on the Effective Date, on the terms and subject to the conditions set forth in the Rule 2.7 Announcement, and, following the Effective Date, any securities into or for which the Relevant Series B Qualcomm Exchangeable Securities or such New Series A Qualcomm Exchangeable Securities are converted or exchanged in accordance with the Qualcomm Exchangeable Share Structure.

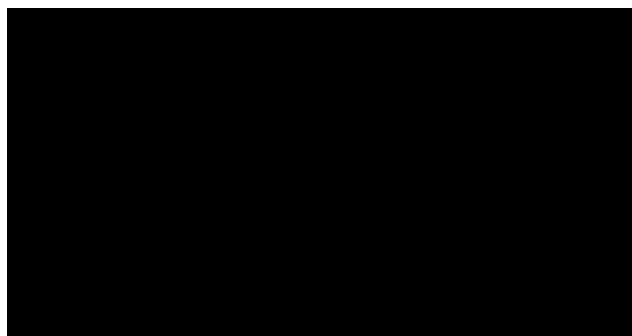
7. Termination. This Agreement will terminate automatically and immediately upon the later to occur of: (i) the lapse of the Irrevocable Undertaking in accordance with paragraph 10 thereof; and (ii) if the Acquisition becomes Effective, the date on which the Relevant Holder ceases to hold any Relevant Series B Qualcomm Exchangeable Securities.

8. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given: (i) when delivered personally by hand (with written confirmation of receipt); (ii) when sent by electronic mail (with written confirmation of transmission); or (iii) one (1) Business Day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses (or to such other address as a party may have specified by notice given to the other party pursuant to this provision) at:

(a) if to Qualcomm, to:

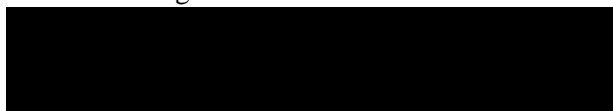


with a copy (which shall not constitute notice) to:

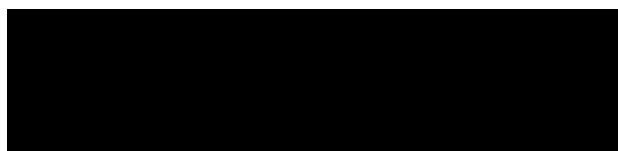


(b) if to the Subject Party, to:

Jonathan Rogers



with a copy (which shall not constitute notice) to:





9. Miscellaneous.

(a) Captions; Interpretation. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. No party hereto, nor its counsel, shall be deemed the drafter of this Agreement for purposes of construing the provisions of this Agreement, and all provisions of this Agreement shall be construed in accordance with their fair meaning, and not strictly for or against any party.

(b) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced as a result of any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner material to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible.

(c) Entire Agreement; Amendments and Waivers. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and, except as explicitly set forth herein, supersedes all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by each party to this Agreement. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Except as otherwise expressly provided herein, remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

(d) Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party hereto, in whole or in part (whether by operation of law or otherwise), without the prior written consent of each other party hereto (which, with respect to: (i) an assignment by the Subject Party, shall be deemed to be granted by Qualcomm insofar as it relates to such securities where there has been a Permitted Transfer (as defined in the Qualcomm Exchangeable Securities Term Sheet) of any New Series B Qualcomm Exchangeable Securities by the Subject Party or the Relevant Holder in accordance with the terms of such securities; and (ii) an assignment

by Qualcomm, shall be deemed to be granted by the Subject Party insofar as it relates to an assignment (in whole or in part) to Qualcomm CanCo or any other member of the Qualcomm Group), and any attempt to make any such assignment without such consent shall be null and void. This Agreement shall be binding upon and inure solely to the benefit of Qualcomm, the Subject Party and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its applicable principles of conflicts of law. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement will be brought or otherwise commenced only in the Court of Chancery of the State of Delaware (or, only if such court declines to accept jurisdiction over a particular matter, then in the United States District Court for the District of Delaware or, if jurisdiction is not then available in the United States District Court for the District of Delaware (but only in such event), then in any court sitting in the State of Delaware) and any appellate court from any of such courts (in any case, the “Delaware Court”), and not in any other state or federal court in the United States of America or any court in any other country. Each party hereto agrees to the entry of an order to enforce any resolution, settlement, order or award made pursuant to this Section 9(e) by the Delaware Court and in connection therewith hereby irrevocably waives, and agrees not to assert by way of motion, defense or otherwise, in any such action or proceeding, any claim that it is not subject personally to the jurisdiction of the Delaware Court, that its property is exempt or immune from attachment or execution, that the action or proceeding is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by any of the Delaware Court. Each party hereto hereby agrees to receive service of process in the same manner as any notice is to be provided under Section 8 or any other manner permitted by applicable law.

(f) Waiver of Jury Trial. EACH PARTY HERETO WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHERS ARISING OUT OF OR IN ANY WAY IN CONNECTION WITH THIS AGREEMENT. NO PARTY HERETO SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS AGREEMENT. NO PARTY HERETO WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EACH PARTY HERETO CERTIFIES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH ABOVE IN THIS SECTION. NO PARTY HERETO HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

(h) Electronic Signatures. The Subject Party hereby consents to receipt of this Agreement in electronic form and understands and agrees that this Agreement may be signed electronically. In the event that any signature is delivered by facsimile transmission, electronic mail or otherwise by electronic transmission evidencing an intent to sign this Agreement, such facsimile transmission, electronic mail or other electronic transmission shall create a valid and binding obligation of the Subject Party with the same force and effect as if such signature were an original. Execution and delivery of this Agreement

by facsimile transmission, electronic mail or other electronic transmission is legal, valid and binding for all purposes.

*[Signature pages follow]*



IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Agreement as of the date first above written.

**QUALCOMM INCORPORATED**

By:   
Name:   
Title: Authorized Signatory

**JONATHAN ROGERS**

By:

