

Alphawave IP Group plc

The Directors
Qualcomm Incorporated
5775 Morehouse Drive, San Diego, CA 92121
United States of America

STRICTLY PRIVATE AND CONFIDENTIAL

14 April 2025

Dear Qualcomm Directors

We refer to the proposed or possible offer by Qualcomm Incorporated (the “**Recipient**”) to acquire the entire issued and to be issued share capital of Alphawave IP Group plc (the “**Company**”), such offer and/or its implementation being referred to in this letter as the “**Proposed Transaction**”.

In consideration of the Company agreeing to make available to the Recipient and its Authorised Recipients certain Confidential Information (each as more particularly defined in paragraph 1.1 of this letter), the Recipient undertakes to the Company in the terms set out below.

1 Definitions

1.1 The following definitions apply for the purposes of this letter:

“**Associate**”, in relation to any person, means:

- (i) any holding company or parent undertaking or subsidiary or subsidiary undertaking of such person or of any such holding company or parent undertaking (as such terms are defined in the Companies Act 2006); and
- (ii) any person who would otherwise be acting in concert with such person as defined in the Code;

in each case, from time to time;

“**Authorised Recipients**” has the meaning given to it in paragraph 2.1;

“**Code**” means the City Code on Takeovers and Mergers as from time to time amended and interpreted by the Panel;

“**Confidential Information**” means information of whatever nature relating directly or indirectly to the Company or any member of its Group which is made available (whether on or after the date of this letter) to the Recipient or any of its Associates or Authorised Recipients by or on behalf of the Company in whatever form or medium, including written, visual, electronic or oral, and includes any part of any information, reports, analyses, compilations, notes, studies, memoranda or other documents materials or information prepared by or on behalf of the Recipient or any of its Associates to the extent derived from, containing or reflecting such information but excludes information which:

- (i) is publicly available at the time of its disclosure under this letter;
- (ii) becomes publicly available following disclosure under this letter (other than as a result of disclosure by the Recipient or any of its Authorised Recipients contrary to the terms of this letter);

- (iii) is, on the date of this letter, lawfully in the Recipient's possession or that of an Associate or Authorised Recipient (as can be demonstrated by the Recipient's or such Associate's or such Authorised Recipient's written records or other reasonable evidence) free of any restriction as to its use or disclosure; or
- (iv) following disclosure under this letter, becomes lawfully available to the Recipient or its Associates or any Authorised Recipient (as can be demonstrated by the Recipient's or such Authorised Recipient's written records or other reasonable evidence) from a third party source, which source is not known by the Recipient and/or its Associates and/or its Authorised Recipients to be bound by any obligation of confidentiality to the Company in relation to such information;

"Connected Persons" means, in relation to a Party, the directors, officers, and employees of its Group;

"Finance Provider" means a provider or prospective provider of finance (including, but not limited to, both debt and equity financing) to the Recipient for the primary purpose of the Proposed Transaction in respect of whom the Recipient has obtained the prior written consent of the Company (such consent not to be unreasonably withheld or delayed), and such consent shall not be needed in connection with any syndication of debt following any announcement of a firm offer under Rule 2.7 of the Code by the Recipient or any person acting in concert with the Recipient, in each case together with any director, officer, employee, adviser, agent or representative of such provider or prospective provider of finance;

"Group", in relation to any person, means any corporations which are holding companies, parent undertakings, subsidiaries, or subsidiary undertakings (as such terms are defined in the Companies Act 2006) of it or of any such holding company from time to time;

"group undertakings" shall be construed in accordance with section 1161 of the Companies Act 2006;

"Panel" means the Panel on Takeovers and Mergers;

"Part VI Rules" means any of the UK Listing Rules, Disclosure Guidance & Transparency Rules or Prospectus Regulation Rules made by the Financial Conduct Authority in exercise of its functions as competent authority pursuant to Part VI of the Financial Services and Markets Act 2000 ("**FSMA**");

"Party" means each of Qualcomm Incorporated and Alphawave IP Group plc (and the term "**Parties**" shall be construed accordingly); and

"personal data" means such Confidential Information as relates to identified or identifiable living individuals.

- 1.2** The words "including", "include", "in particular" and words of similar effect shall not be deemed to limit the general effect of the words that precede them.
- 1.3** The words "to the extent that" shall mean "to the extent that" and not solely "if" and similar expressions shall be construed in the same way.
- 1.4** References to: (i) a person include any company, corporation, firm, joint venture, partnership or unincorporated association (whether or not having separate legal personality); and (ii) a company include any company, corporation or body corporate, wherever incorporated.
- 1.5** The singular shall include the plural and vice versa.

Confidential Information

2 Subject to paragraph 3 (*Existence of the Proposed Transaction*), paragraph 4 (*Finance Providers*) and paragraph 11 (*Permitted Disclosure*) the Recipient shall:

2.1 keep the Confidential Information secret and confidential and not disclose any of it to any person other than any Associate or any individuals:

(i) who are:

(a) directors, partners, officers, advisers, consultants, agents or employees of the Recipient or any Associate; or

(b) directors, partners, officers, advisers, consultants, agents or employees of any of the Recipient or any of its Associates,

in each case, who need to know the same for the purposes of considering, evaluating, negotiating, advising on, furthering or implementing the Proposed Transaction; or

(ii) to whom disclosure is permitted by paragraph 4 (*Finance Providers*),

(together, the “**Authorised Recipients**”);

2.2 only use the Confidential Information for the sole purpose of considering, evaluating, negotiating, advising on, furthering or implementing the Proposed Transaction and shall not use it for any other purpose;

2.3 keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party, and shall otherwise comply with applicable data protection legislation;

2.4 not make any copies of Confidential Information or reproduce it in any form except for the purpose of supplying the same to those to whom disclosure is permitted in accordance with this letter;

2.5 not engage any Finance Provider to arrange, facilitate or provide finance to the Recipient or any of its Associates on an exclusive basis for the purposes of the Proposed Transaction and the Recipient shall immediately release and procure that any of its Associates immediately releases any such Finance Provider who has been so engaged by the Recipient or any of its Associates prior to the date of this letter;

2.6 inform the Company as soon as reasonably practicable if the Recipient becomes aware that Confidential Information has been disclosed to an unauthorised third party; and

2.7 notify the Company in the event that it receives a request by an individual to exercise any of their rights under any applicable data protection legislation in relation to the Confidential Information, including a request to obtain a copy of their personal data.

3 Existence of the Proposed Transaction

3.1 Subject to paragraph 4 (*Finance Providers*), paragraph 11 (*Permitted Disclosure*) and to paragraphs 17 to 19, and always to Rule 2.3(d) of the Code, the Recipient and the Company shall (and the Recipient and the Company shall procure that their Authorised Recipients (in the case of the Recipient) and Associates (in the case of the Company) shall), keep secret and confidential the existence, status, progress and contents of any negotiations or discussions relating to the Proposed Transaction, any terms proposed in relation to the

Proposed Transaction and the existence and contents of this letter (the “**Proposed Transaction Details**”) and shall not, without the prior written consent of the Company or the Recipient (as applicable, such consent not to be unreasonably withheld or delayed):

- (i) make any disclosure or announcement concerning, or otherwise publicise, the Proposed Transaction, the Proposed Transaction Details or any other arrangement with the Company relating to the Proposed Transaction; or
- (ii) in the case of the Recipient and its Authorised Recipients only, disclose the Proposed Transaction or otherwise discuss the Proposed Transaction or the Proposed Transaction Details or contact or enter into any communication with any person that the Recipient knows, or could following reasonable enquiry know, is a shareholder, customer, director, officer or employee of the Company or its Group for the purposes of the Proposed Transaction (otherwise than where permitted pursuant to paragraph 5.1 (*Nominated Representatives*)). For the avoidance of doubt, nothing in this paragraph 3.1.2(ii) is intended to capture the ordinary course business or dealings of the Recipient or its Authorised Recipients with any such shareholder, customer, director, officer or employee of the Company or its Group, provided that such dealings do not involve any discussion of the Proposed Transaction, the Proposed Transaction Details or any proposed or possible offer for the Company.

- 3.2** Each of the Recipient and the Company confirms that, as at the date of this letter, it has not, and to the best of its knowledge and belief, its Authorised Recipients (in the case of the Recipient) and Associates (in the case of the Company) have not, taken any action which would have been contrary to the prohibitions as set out in paragraph 3.1 above had this letter already been entered into.

Finance Providers

- 4** Without prejudice to paragraph 2 (*Confidential Information*) and paragraph 3 (*Existence of the Proposed Transaction*) and subject to paragraph 11 (*Permitted Disclosure*), the Recipient may only disclose Confidential Information and the Proposed Transaction Details to the Finance Providers who need to know the same for the purposes of considering, evaluating or advising on the financing of the Proposed Transaction provided that, prior to any such disclosure, each Finance Provider is informed of and agrees to observe the obligations regarding Confidential Information and the Proposed Transaction Details in this letter and, if the Company reasonably requires, has given such direct undertakings to the Provider (provided that such undertakings shall be no more onerous than those set out in this letter in respect of the disclosure of Confidential Information and the Proposed Transaction Details).

5 Nominated Representatives

- 5.1** Subject to paragraph 5.2, the Recipient shall (and shall procure that its Authorised Recipients shall), in relation to the Proposed Transaction, the Proposed Transaction Details and the Confidential Information, make contact and deal only with [REDACTED], [REDACTED], [REDACTED], [REDACTED], members of the Goldman Sachs and Linklaters teams advising the Company and such other persons as may be notified to the Recipient or its Associates or an Authorised Recipients by or on behalf of the Company or any member of its Group or its or their respective advisers from time to time, and not with any other representatives of the Company or its advisers.

- 5.2** The Recipient, its Associates and any Authorised Recipients may communicate with the Company's advisers, consultants and agents in connection with the Proposed Transaction and the Proposed Transaction Details.

6 Authorised Recipients

- 6.1** The Recipient shall procure that each Authorised Recipient to whom Confidential Information is to be made available is aware of the Recipient's obligations regarding Confidential Information under this letter and shall observe the obligations contained in this letter regarding Confidential Information applicable to such Authorised Recipient.
- 6.2** The Recipient shall be liable to the Company for any breach of this letter by such persons whose actions it is required to procure (and any action by such person that would constitute a breach of this letter by such person, if that person was party to the letter as an Authorised Recipient and had an obligation to the Company in the letter to take the actions that the Recipient is required by the letter to direct that it take) save for any such Authorised Recipients who have agreed in writing directly with the Company to be bound by the provisions of this letter. For the avoidance of doubt, this paragraph 6.2 does not apply to any Finance Provider who has given direct undertakings to the Company pursuant to paragraph 4.

Return and Destruction of Confidential Information

- 7** The Recipient shall, and shall direct that each Authorised Recipient shall, at their respective expense, as soon as reasonably practicable following termination of discussions concerning the Proposed Transaction and in any event within 5 days of receipt of a written demand from the Company:
- 7.1** so far as it is reasonably practicable to do, so return or destroy (at the election of the Recipient or the relevant Associate or Authorised Recipient), or procure the return or destruction of, all originals and hard copies of documents containing or incorporating Confidential Information which are in the Recipient's or the relevant Associate's or Authorised Recipient's possession or control;
- 7.2** so far as it is reasonably practicable to do so, permanently erase, or procure the permanent erasing of, all electronic copies of any Confidential Information which are in the Recipient's or the relevant Associate's Authorised Recipient's possession or control; and
- 7.3** within 5 days of receipt of a written demand from the Company, supply a written confirmation from an authorised representative of Recipient confirming that, to the best of such representative's knowledge, information and belief, having made all proper enquiries, the requirements of this paragraph have been complied with,

provided that, without prejudice to any duties of confidentiality in relation to such Confidential Information contained in this letter:

- (i) the Recipient and its Associates and its Authorised Recipients may retain any Confidential Information as may be required by law or regulation or the requirement of any regulatory or governmental authority or stock exchange, including the rules of a professional body or any *bona fide* document retention, internal compliance or audit policies and procedures;
- (ii) the Recipient and its Associates and Authorised Recipients may retain any

Confidential Information in any electronic form created pursuant to any routine backup or archiving procedure, so long as such file is not generally accessible beyond the need for disaster recovery or similar operations; and

- (iii) the Recipient's advisers may keep one copy of any document in their possession for record purposes provided that, if those documents contain personal data, the Recipient's advisers shall not retain them to the extent the retention is in breach of applicable data protection legislation.

Ownership of Confidential Information

- 8 The Confidential Information shall remain the property of the Company and its disclosure shall not confer on the Recipient or any other person any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this letter.

No Offer

- 9 Neither the Confidential Information nor anything else in this letter shall constitute an offer by or on behalf of the Company or the Recipient (or any member of their respective Groups) and neither the Company nor the Recipient (nor any member of their respective Groups) shall be under any obligation to accept any offer or proposal or to proceed with or implement the Proposed Transaction.

No Representation

- 10 None of the Confidential Information has been subject to verification, and neither the Company nor any member of its Group nor any of its representatives or advisers accepts responsibility for or makes any representation, express or implied, or gives any warranty with respect to the accuracy or completeness of the Confidential Information or any oral communication in connection with the Confidential Information and the Recipient undertakes to the Company (for itself and as trustee for all other companies in its Group and its representatives and advisers) to waive any liability which such Parties may incur by reason of the Recipient's use of, or reliance upon, any of the Confidential Information, provided that nothing in this paragraph 10 shall limit or restrict any liability arising as a result of fraud.

Permitted Disclosure

- 11 The provisions of paragraph 2 (*Confidential Information*), paragraph 3 (*Existence of the Proposed Transaction*) and paragraph 4 (*Finance Providers*) shall not restrict any disclosure of Confidential Information or the Proposed Transaction Details to the extent required by law or regulation or by any court or tribunal of competent jurisdiction, the Part VI Rules, the rules and regulations of the London Stock Exchange or the Nasdaq Stock Market LLC (or any other stock or securities exchange on which the Recipient's shares are listed, traded or quoted), the Code or any in connection with any enquiry or investigation by any governmental, official or regulatory body (including, without limitation, any relevant securities exchange) which is lawfully entitled to require any such disclosure provided that, to the extent reasonably practicable and permitted by applicable law and regulation, prior to such disclosure, the Recipient shall promptly consult the Company in advance of such disclosure

with a view to providing the opportunity for the Company to avoid or limit such disclosure or otherwise to agree the timing, form and content of such disclosure.

No Collusion

- 12** Without prejudice to paragraph 2 (*Confidential Information*), paragraph 3 (*Existence of the Proposed Transaction*) and paragraph 4 (*Finance Providers*), the Recipient shall not, and shall procure that no member of the Recipient's Group nor its or their advisers shall, without the Company's prior written consent discuss with, or communicate to, any person any aspect of the Proposed Transaction (including the conduct of, and the terms, of the Proposed Transaction and any offer in relation to the Proposed Transaction) for the purposes of pursuing the Proposed Transaction through either: (i) seeking equity funding and/or equity financing for the Proposed Transaction from any third party; or (ii) creating or joining a consortium, bringing in a co-investor or otherwise.

Non-solicitation of Employees

- 13** The Recipient shall not, and shall procure that its Associates who: (i) have received any Confidential Information; (ii) are aware of the Proposed Transaction or any Proposed Transaction Details; or (iii) are otherwise acting as directed or encouraged by the Recipient and/or any of its Associates shall not, without the prior written consent of the Company, for a period of 12 months from the date of this letter, solicit, endeavour to entice away, employ or offer to employ any person who is at any time during the negotiation of the Proposed Transaction employed by, or is an officer of the Company or any member of its Group and is a person who: (a) has access to trade secrets or other material confidential information of the Company or its Group; (b) who has engaged with the Recipient or its Associates in discussions relating to the Proposed Transaction or the supply of Confidential Information; or (c) is a member of the Company's senior leadership team, whether or not such person would commit any breach of their contract of service in leaving its employment.
- 14** Neither: (i) the placing of an advertisement of, and the subsequent recruitment to, a post available to a member of the public generally; nor (ii) any person contacting the Recipient or any of its Associates of their own initiative for the purpose of seeking employment (without any encouragement or solicitation by the Recipient, its Associates and/or any agency which are acting under the instructions of the Recipient and/or its Associates to do so) or who was already in discussions with the Recipient or any of its Associates prior to the date on which the Recipient first approached the Company in relation to the Proposed Transaction; nor (iii) the recruitment of a person through an employment agency, shall constitute a breach of this paragraph 13 provided that, in the case of the recruitment of a person through an agency, neither the Recipient nor any of its Associates encourages or advises such agency to approach any such person.

Restrictions on Share Acquisitions

- 15** Subject to paragraphs 17 to 19, and without prejudice to any obligations it may have at law, under other provisions of this letter, under the Code or as may be required by the Panel or otherwise, the Recipient agrees that it shall not, and shall procure that none of its Associates with knowledge of the Proposed Transaction or the Proposed Transaction Details (other than its professional advisers), shall, directly or indirectly, alone or with others, for a period of one year from the date of this letter, without the prior consent in writing the Company, be involved in any Prohibited Activity.

- 16** For the purposes of paragraph 15, each of the following is a “Prohibited Activity”:
- (a) acquiring or seeking to acquire any interest in the shares (as defined in the Code) of the Company (“**Relevant Shares**”), including rights to acquire, rights to subscribe for, options in respect of, and derivatives referenced to, Relevant Shares; or
 - (b) entering into any agreement or arrangement (conditionally or otherwise and whether legally binding or not) with any person which imposes obligations or restrictions on any party to such agreement in relation to the acquisition of Relevant Shares; or
 - (c) subject to paragraphs 3 (*Existence of the Proposed Transaction*), 5.1 (*Nominated Representatives*) and 11 (*Permitted Disclosure*), communicating with any shareholder of the Company with the purpose or effect of encouraging such shareholder to:
 - (i) oppose the board of directors of the Company’s business strategy or management of the business;
 - (ii) request (publicly or otherwise) that the board of directors of the Company takes a particular course of action, or otherwise seek to influence the position of the board of directors of the Company, in relation to any proposal, possible offer or offer for all or any part of the voting share capital of the Company announced by the Recipient or any other Party; or
 - (d) making a general offer, including a mandatory offer, for all or any part of the share capital of the Company; or
 - (e) subject to paragraph 11 (*Permitted Disclosure*), announcing, or taking any action which, under the Code or otherwise, would require the announcement of, any proposals for any takeover, merger, consolidation or share exchange or similar transaction involving the securities of the Company or any member of its Group; or
 - (f) taking any step which might reasonably be expected to give rise to any obligation under the Code or its equivalent in any jurisdiction to make any offer for all or any part of the share capital of the Company; or
 - (g) knowingly assisting or advising any person in relation to, any of the foregoing.
- 17** The restrictions in paragraph 3 (*Existence of the Proposed Transaction*) and paragraphs 15 and 16 (without prejudice to other obligations or restrictions) shall cease to apply:
- 17.1** if the Recipient (or any of its Associates) publishes an announcement of a recommended offer under Rule 2.7 of the Code to acquire the Company (including by way of scheme of arrangement);
- 17.2** if any person other than the Recipient or any of its Associates (a “**Third Party**”) makes, or announces an offer pursuant to Rule 2.7 of the Code for Relevant Shares (including, for the avoidance of doubt, when such an announcement is made because a Third Party becomes obliged to make an offer pursuant to Rule 9 of the Code), whether or not recommended by the board of directors of the Company;
- 17.3** any Third Party which does not as of the date of this letter hold an interest in Relevant Shares which represents more than 10 per cent. of the voting rights in the Company acquires an interest in Relevant Shares which represents more than 10 per cent. of the voting rights in the Company;

- 17.4** the Company enters into or announces that it is proposing to enter into a reverse takeover (as referred to in the Code) or announces a proposal to seek shareholder approval for any Third Party to avoid making an offer which would otherwise be required under Rule 9 of the Code;
- 17.5** the Company announces any merger, demerger, or any material reorganisation, separation or liquidation or intention to list on its securities on an exchange other than the London Stock Exchange or any other transaction which would preclude, materially delay or frustrate the Proposed Transaction; or
- 17.6** any Third Party enters into an agreement with the Company or any other member of its Group to acquire all or a significant proportion (being 30 per cent. or more) of the undertakings, assets or business of the Company or its Group.
- 18** In the event that the Recipient or any of its Associates, acquires any Relevant Shares in breach of paragraphs 15 to 17, then, on receipt of a written request of the Company (without prejudice to any other rights of the Company under this letter) the Recipient shall dispose of or procure the disposal of such interest within five days of such notice.
- 19** Nothing in paragraphs 15 to 17 (without prejudice to other obligations or restrictions) shall prevent:
- 19.1** the acquisition of any interest in securities in the Company:
- (i) by any exempt principal trader in the same group as the Recipient's or any of its Associate's financial adviser on the Proposed Transaction, provided that any such dealings comply with Rule 38 of the Code;
 - (ii) by the financial adviser to the Recipient or any of its Associates in the normal course of their investment or advisory business, provided that such action is not taken, directly or indirectly, on the instructions of, or otherwise in conjunction with or on behalf of, the Recipient;
 - (iii) by any person acquiring such interests as part of ordinary course index tracking activities or normal activity as a fund manager, market-maker, broker or provider of trustee or nominee services, provided that such action is not taken on the instructions of, or otherwise in conjunction with or on behalf of, the Recipient or its Associates;
 - (iv) with the prior written consent of the Company; or
- 19.2** the Recipient and its Associates and their Authorised Recipients having confidential discussions with, and/or making confidential proposals to, the board of the Company or engaging with the Company's advisers or officers; or
- 19.3** the procuring and/or entering into of irrevocable undertakings or letters of intent with any shareholder(s) of the Company in connection with the Proposed Transaction.

Insider Dealing and Market Abuse

- 20** The Recipient acknowledges that the Confidential Information and the Proposed Transaction Details are given in confidence and that some or all of the Confidential Information and the Proposed Transaction Details may be inside information in relation to the securities or other financial instruments of the Company for the purposes of the Market Abuse Regulation (EU) No 596/2014, as it forms part of assimilated law as defined in the EU (Withdrawal) Act 2018

in the United Kingdom ("**MAR**") and the Criminal Justice Act 1993 (the "**CJA**") ("**inside information**") and that:

- 20.1** once it has received such information it must not act or use the information in any way that contravenes Article 8 MAR (insider dealing), Article 10 MAR (unlawful disclosure of inside information) and/or Article 12 MAR (market manipulation) for such time as the information remains inside information; and
- 20.2** subject to and in accordance with applicable law, it must not deal in the securities or other financial instruments of the Company if and to the extent that they are price-affected securities (as defined in the CJA) in relation to the inside information or encourage another person to deal in price-affected securities or disclose the information (except as permitted by the CJA) for such time as the information remains inside information.

Privilege

- 21** The Recipient represents and agrees that if and to the extent any Confidential Information attracts any form of privilege or refers to other documents which attract any form of privilege, then such privilege shall not be waived, prejudiced or otherwise affected in any way (directly or indirectly) by being made available to the Recipient or its Associates or Authorised Representatives. The Recipient acknowledges that the Company expressly relies on such representation and agreement in permitting the Recipient and its Associates and Authorised Recipients to have access to such Confidential Information.

Principal

- 22** The Recipient confirms that it is acting as a principal on its own account and not as an agent or broker for any other person, and that it shall be responsible for any costs incurred by it or on its behalf in connection with the Proposed Transaction and/or the consideration and evaluation of the Confidential Information.

Duration

- 23** Save where expressly stated otherwise in this letter and without prejudice to any accrued rights, the obligations set out in this letter shall cease to have effect upon completion of the Proposed Transaction. In the event of the termination of discussions or negotiations relating to the Proposed Transaction, the obligations set out in this letter shall continue in full force and effect notwithstanding the return or destruction of Confidential Information and any copies of it until the expiry of the period ending 12 months from the date of this letter, without prejudice to any accrued rights.

Waiver

- 24** No failure or delay by either Party in exercising any of its rights under this letter shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of such rights.

Remedies

- 25** Without prejudice to any other rights or remedies which either Party may have, each Party acknowledges and agrees that damages would not be an adequate remedy for any breach by either Party of the provisions of this letter and each Party may be entitled to the remedies

of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the other Party or any other relevant person and no proof of special damages shall be necessary for the enforcement by either Party of the rights under this letter.

Assignment

- 26** Neither Party shall assign, transfer, declare a trust of the benefit of or in any other way alienate any of its rights under this letter whether in whole or in part without the prior written consent of the other Party.

Variation

- 27** No variation of this letter shall be effective unless in writing and signed by or on behalf of each of the Parties.

Severability

- 28** If any provision of this letter shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable. To the extent it is not possible to delete or modify the provision, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this letter and the legality, validity and enforceability of the remainder of this letter shall, subject to any deletion or modification made under this paragraph, not be affected.

Notices

- 29** Any notice, claim or demand in connection with this letter shall be given in writing to the relevant Party at the following email address or physical address (or such other address as it shall may notify to the other Party from time to time):

in the case of the Company:

[REDACTED]

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

[REDACTED]

in the case of the Recipient:

[REDACTED]

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

[REDACTED]

- 29.1** Any notice sent by email shall be deemed received when sent, any notice sent by hand shall be deemed received when delivered and any notice sent (to the address set out at the beginning of this letter) by first class post shall be deemed received 48 hours after posting.

Third Party Rights

- 30** Save as provided in paragraph 30.1, a person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 30.1** Each Party agrees that its Connected Persons shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this letter (as amended from time to time), subject to and in accordance with:
- (a) the terms of clauses 32 and 33 (*Governing Law and Jurisdiction*); and
 - (b) the terms of clause 34 (*Appointment of Process Agent*);
- 30.2** Notwithstanding the foregoing, under no circumstances shall any consent be required from any such Connected Person for the termination, rescission, amendment, or variation of this letter, whether or not such termination, rescission, amendment, or variation affects or extinguishes any such benefit or right.

Counterparts

- 31** This letter may be entered into in any number of counterparts, all of which taken together shall constitute one and the same letter. Either Party may enter into this letter by signing any such counterpart.

Governing Law and Jurisdiction

- 32** This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- 33** Each of the Parties irrevocably agrees that the courts of England and Wales are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this letter and that accordingly any proceedings arising out of or in connection with this letter shall be brought in such courts. Each of the Parties irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

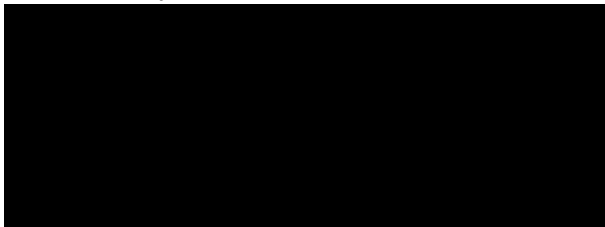
Appointment of Process Agent

- 34** The Recipient irrevocably appoints Qualcomm Technologies International, Ltd (the "**Agent**"), now of Churchill House, Cambridge Business Park, Cowley Road, Cambridge, Cambridgeshire, CB4 0WZ, England, as its agent to accept service of process in England and Wales in any legal action or proceedings arising out of or in connection with this letter, provided that:
- 34.1** service upon the Agent shall be deemed valid service upon the Recipient whether or not the process is forwarded to or received by the Recipient;
- 34.2** the Recipient shall inform the other Party to this letter, in writing, of any change in the address of the Agent within 28 days of such change;

- 34.3** if the Agent ceases to be able to act as a process agent or to have an address in England or Wales, the Recipient irrevocably agrees to appoint a new process agent in England or Wales and to deliver to the Company within 14 days a copy of a written acceptance (including by email) of appointment by the new process agent; and
- 34.4** nothing in this letter shall affect the right to serve process in any other manner permitted by law.

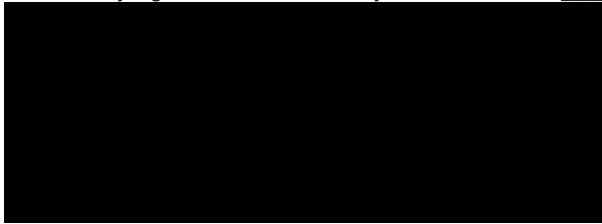
Please indicate your acceptance of these terms by signing the enclosed duplicate of this letter and returning it to us.

Yours faithfully



For and on behalf of **Alphawave IP Group plc**

We hereby agree to the terms of your letter dated 14 April 2025 of which a copy is set out above.



For and on behalf of **Qualcomm Incorporated**

Dated: 14 April 2025