

## DEED OF IRREVOCABLE UNDERTAKING

To: Qualcomm Incorporated (“**Qualcomm**”)  
5775 Morehouse Drive  
San Diego  
CA 92121

Aqua Acquisition Sub, LLC (“**Bidco**”)  
5775 Morehouse Drive  
San Diego  
CA 92121

From: Tony Pialis

9 June 2025

Dear Sirs/Madams

### Proposed acquisition of Alphawave IP Group plc (“**Alphawave**”)

#### 1. BACKGROUND

1.1 I, the undersigned, understand that Qualcomm and Bidco intend to announce the Acquisition (as defined below) substantially on the terms and subject to the conditions set out in the draft announcement to be made pursuant to Rule 2.7 of the City Code on Takeovers and Mergers (the “**Code**”) and provided to me prior to signing this undertaking (subject to such modifications as may be agreed between Qualcomm, Bidco and Alphawave or as may otherwise be required to comply with the requirements of the Panel on Takeovers and Mergers (the “**Panel**”), the Code or any applicable law or regulation) (the “**Rule 2.7 Announcement**”).

1.2 References in this undertaking to:

1.2.1 the “**Acquisition**” shall:

- (a) mean the proposed acquisition by Bidco of the entire issued and to be issued share capital of Alphawave, to be implemented by way of the Scheme or, subject to the terms of the Co-operation Agreement entered into by Qualcomm, Bidco and Alphawave on or around the date of this undertaking (the “**Co-operation Agreement**”) and with the consent of the Panel if required, an Offer (as defined below); and
- (b) include any new, increased, renewed or revised acquisition proposal made by or on behalf of Bidco or Qualcomm (or any person acting in concert with either of them) howsoever implemented;

1.2.2 “**Alphawave Call Inc.**” shall mean Alphawave Call Inc., a corporation incorporated under the laws of the Province of Ontario;

1.2.3 the “**Alphawave Convertible Bonds**” shall mean the US\$150 million of senior unsecured convertible bonds due 1 March 2030 issued by Alphawave, which are listed on The International Stock Exchange, such bonds being convertible into Alphawave Shares (as defined below);

- 1.2.4 “**Alphawave Direction**” shall mean the deed of direction and undertaking relating to the Alphawave Exchangeable Share Structure addressed to JerseyCo and executed by Alphawave on or around the date of this undertaking;
- 1.2.5 the “**Alphawave Exchangeable Share Structure**” shall mean the shareholding structure put in place at or around the time of the initial public offering of Alphawave (as further described in the prospectus dated 13 May 2021 relating to that offering), pursuant to which, among other things: (i) the Alphawave ExchangeCo Exchangeable Shares are in issue; and (ii) JerseyCo holds the Alphawave Exchangeable Shares as registered holder, subject to a voting trust in favour of the holders of Alphawave ExchangeCo Exchangeable Shares which entitles such holders to direct the voting rights in respect of such Alphawave Exchangeable Shares;
- 1.2.6 the “**Alphawave Exchangeable Shares**” shall mean ordinary shares of £0.01 each in the share capital of Alphawave which, in each case, are registered in the name of JerseyCo and held within and subject to the terms of the Alphawave Exchangeable Share Structure (as defined below) from time to time;
- 1.2.7 “**Alphawave ExchangeCo**” shall mean Alphawave Exchange Inc., a corporation incorporated under the laws of the Province of Ontario;
- 1.2.8 the “**Alphawave ExchangeCo Articles**” shall mean the articles of incorporation of Alphawave ExchangeCo, as amended from time to time;
- 1.2.9 the “**Alphawave ExchangeCo Exchangeable Shares**” shall mean the exchangeable shares in the capital of Alphawave ExchangeCo, such shares being exchangeable into Alphawave Shares on a one-for-one basis;
- 1.2.10 the “**Alphawave Warrants**” shall mean the equity warrants of Alphawave constituted by the warrant instrument dated 28 September 2024, such equity warrants being convertible into Alphawave Shares (as defined below);
- 1.2.11 “**Alternative Offer 1**” shall have the meaning given to it in the Rule 2.7 Announcement;
- 1.2.12 “**Alternative Offer 2**” shall have the meaning given to it in the Rule 2.7 Announcement;
- 1.2.13 “**Clawback Agreement**” means the clawback agreement relating to the Exchangeable Securities Alternative Offer entered into between me and Qualcomm on or around the date of this undertaking;
- 1.2.14 the “**Exchangeable Securities Alternative Offer**” shall mean the offer expected to be made by Bidco or Qualcomm (or any person acting in concert with either of them, including CanCo (as defined below)) to the holders of the Alphawave ExchangeCo Exchangeable Shares to receive Qualcomm Exchangeable Securities (as defined below) in exchange for their Alphawave ExchangeCo Exchangeable Shares, in a manner consistent in all material respects with: (i) the discussions between Alphawave and Qualcomm (as well

as the Panel) in relation thereto; and (ii) where applicable, the Qualcomm Exchangeable Securities Term Sheet;

1.2.15 “**JerseyCo**” shall mean Project AuroraIP Limited, a company incorporated in Jersey (registered no. 135286), whose registered office is at 22 Grenville Street, St Helier, Jersey JE4 8PX;

1.2.16 “**JerseyCo Irrevocable Undertaking**” shall mean the undertaking given by JerseyCo in favour of Qualcomm and Bidco on or around the date of this undertaking in respect of the Acquisition;

1.2.17 “**Non-Alphawave Exchangeable Shares**” shall mean all Relevant Shares that are not also Relevant Alphawave Exchangeable Shares;

1.2.18 an “**Offer**” shall:

(a) mean an offer by Bidco for the entire issued, and to be issued, share capital of Alphawave by way of a takeover offer within the meaning of section 974 of the Companies Act 2006; and

(b) include any extended, increased or revised offer by or on behalf of Bidco or Qualcomm (or any person acting in concert with either of them) for the acquisition of Alphawave, the terms of which, in the opinion of Qualcomm’s financial adviser, are at least as favourable to shareholders of Alphawave as the original Offer;

1.2.19 “**Qualcomm Exchangeable Securities**” shall mean the new Series A and Series B exchangeable shares to be issued by a newly formed Canadian subsidiary of Qualcomm (“**CanCo**”) to Alphawave Shareholders or holders of Alphawave ExchangeCo Exchangeable Shares who elect for Alternative Offer 2 or the Exchangeable Securities Alternative Offer (as applicable), pursuant to (including as to the terms and ratio of such new Series A and Series B exchangeable shares) Alternative Offer 2 or the Exchangeable Securities Alternative Offer (as applicable);

1.2.20 “**Qualcomm Exchangeable Securities Term Sheet**” means the term sheet set out at Appendix IV of the Rule 2.7 Announcement detailing, among other matters, the proposed terms of Alternative Offer 2, the Exchangeable Securities Alternative Offer and the Qualcomm Exchangeable Securities (each as defined below);

1.2.21 “**Qualcomm Exchangeable Share Structure**” means an exchangeable share structure within the Qualcomm Group, to be established and implemented in a manner consistent in all material respects with: (i) the discussions between Alphawave and Qualcomm (as well as the Panel) in relation thereto; and (ii) where applicable, the Qualcomm Exchangeable Securities Term Sheet;

1.2.22 “**Qualcomm Shares**” means shares of common stock in Qualcomm with a par value of US\$0.0001;

1.2.23 “**Relevant Alphawave Exchangeable Shares**” shall mean collectively:

- (a) all Alphawave Exchangeable Shares of which I am the beneficial owner (or am otherwise able to control the exercise of voting rights of, and/or procure the transfer of) as at the date of this undertaking;
- (b) any other Alphawave Exchangeable Shares of which I may become the beneficial owner (or in respect of which I otherwise become able to control the exercise of voting rights of, and/or procure the transfer of) after the date of this undertaking (including as a result of any exercise, vesting or release of the Options (as defined below) and the exercise of any conversion, subscription, exchange or call right in relation to the same (including, for the avoidance of doubt, in respect of the Alphawave Convertible Bonds or the Alphawave Warrants)); and
- (c) any other Alphawave Exchangeable Shares attributable to or deriving from any shares referred to in sub-paragraph 1.2.23(a) and 1.2.23(b) above;

1.2.24 **“Relevant Alphawave ExchangeCo Exchangeable Shares”** shall mean collectively:

- (a) the Existing Alphawave ExchangeCo Exchangeable Shares (as defined below);
- (b) any other shares in Alphawave ExchangeCo of which I may become the registered holder and/or the beneficial owner (or in respect of which I otherwise become able to control the exercise of voting rights of, and/or procure the transfer of) after the date of this undertaking (including as a result of any exercise, vesting or release of any options and awards over and the exercise of any conversion, subscription, exchange or call right in relation to the same); and
- (c) any other shares in Alphawave ExchangeCo or interests in shares in Alphawave ExchangeCo attributable to or deriving from any shares referred to in sub-paragraph 1.2.24(a) and 1.2.24(b) above;

1.2.25 **“Relevant Shares”** shall mean collectively:

- (a) the Existing Shares (as defined below);
- (b) any other shares in Alphawave of which I may become the registered holder and/or the beneficial owner (or in respect of which I otherwise become able to control the exercise of voting rights of, and/or procure the transfer of) after the date of this undertaking, including as a result of any exercise, vesting or release of the Options (as defined below) and the exercise of any conversion, subscription, exchange, redemption, retraction or call right in relation to the same (including, for the avoidance of doubt, in respect of the Alphawave Convertible Bonds, the Alphawave Warrants or the Alphawave ExchangeCo Exchangeable Shares) and including any Retracted Alphawave Shares (as defined below); and

- (c) any other shares in Alphawave or interests in shares in Alphawave attributable to or deriving from any shares referred to in sub-paragraph 1.2.25(a) and 1.2.25(b) above; and

1.2.26 the “**Scheme**” shall:

- (a) mean the proposed acquisition by Bidco of the entire issued, and to be issued share capital, of Alphawave by way of a scheme of arrangement (pursuant to Part 26 of the Companies Act 2006), substantially on the terms and subject to the conditions set out in the Rule 2.7 Announcement; and
- (b) include any extended, increased or revised proposal by or on behalf of Bidco or Qualcomm (or any person acting in concert with either of them) for the acquisition of Alphawave, the terms of which in the opinion of Qualcomm’s financial adviser, are at least as favourable to shareholders of Alphawave as the terms set out in the Rule 2.7 Announcement.

1.3 Capitalised terms not otherwise defined in this undertaking shall have the meanings given to them in the Rule 2.7 Announcement. Unless the context otherwise requires, the singular shall include the plural and vice versa.

## **2. WARRANTIES**

2.1 I irrevocably and unconditionally confirm, represent, warrant and undertake to Bidco and Qualcomm that:

2.1.1 I am the registered holder and/or the beneficial owner of (or am otherwise able to control the exercise of, and/or procure the transfer of) all rights, including voting rights, attaching to the number of ordinary shares of £0.01 each in the share capital of Alphawave (“**Alphawave Shares**”) as set out in Part 1 of Schedule 1 to this undertaking (the “**Existing Shares**”);

2.1.2 I am the holder of and am beneficially entitled to (or am otherwise able to control the exercise of all rights attaching to) the number of options and awards (including under the Alphawave Share Plans), warrants (including the Alphawave Warrants), convertible securities (including the Alphawave Convertible Bonds), subscription rights and other rights over Alphawave Shares (if any) set out in Part 3 of Schedule 1 to this undertaking (together, the “**Options**”) and such Options are still subsisting;

2.1.3 Part 1 of Schedule 1 to this undertaking represents a complete and accurate list of all Alphawave Shares of which I am the registered holder and/or beneficial owner (or am otherwise able to control the exercise of voting rights of, and/or procure the transfer of) and, save as set out in Parts 1 to 4 (inclusive) of Schedule 1 to this undertaking, I am not interested in (as defined in the Code), or otherwise able to control the exercise of any rights attributable to, any Alphawave Shares or Alphawave ExchangeCo Exchangeable Shares or other securities of Alphawave or Alphawave ExchangeCo and I do not have any rights or options to subscribe for, purchase or otherwise acquire any Alphawave

Shares or Alphawave ExchangeCo Exchangeable Shares or other securities of Alphawave or Alphawave ExchangeCo;

- 2.1.4 Part 2 of Schedule 1 to this undertaking represents a complete and accurate list of all Alphawave ExchangeCo Exchangeable Shares of which I am the registered holder and/or beneficial owner (or am otherwise able to control the exercise of voting rights of, and/or procure the transfer of) (the “**Existing Alphawave ExchangeCo Exchangeable Shares**”);
- 2.1.5 Part 3 of Schedule 1 to this undertaking represents a complete and accurate list of all Options (including, for the avoidance of doubt, the Alphawave Convertible Bonds but excluding the Alphawave ExchangeCo Exchangeable Shares) of which I am the holder or to which I am beneficially entitled and which are still subsisting and, save for the Alphawave ExchangeCo Exchangeable Shares set out in Part 2 of Schedule 1 to this undertaking, I am not interested in any other Options;
- 2.1.6 Part 4 of Schedule 1 to this undertaking represents a complete and accurate list of the principal value of all Alphawave Convertible Bonds of which I am the holder or to which I am beneficially entitled and which are still subsisting and I am not interested in any other Alphawave Convertible Bonds;
- 2.1.7 I hold, and am able to transfer or procure the transfer of (subject, in respect of the Alphawave ExchangeCo Exchangeable Shares only, to the removal of any restriction referred to in paragraph 3.4 below), the Relevant Shares and the Relevant Alphawave ExchangeCo Exchangeable Shares free from all liens, charges, encumbrances, options, equities, rights of pre-emption and any other third party rights and interests of any nature (save, in respect of the Relevant Alphawave Exchangeable Shares, for the applicable terms of the documentation relating to the Alphawave Exchangeable Share Structure) together with all rights now or subsequently attaching to the Relevant Shares and the Relevant Alphawave ExchangeCo Exchangeable Shares, including the rights to all dividends declared, made or paid after the date of this undertaking (save as otherwise provided for pursuant to the terms of the Acquisition);
- 2.1.8 without prejudice to sub-paragraph 2.1.9 below, I control and am the sole trustee of The Tony Pialis (2017) Family Trust and the sole controller of Pitech Investments Inc. and have full power and authority and the right (free from any legal or other restrictions), and will at all times continue to have all relevant power and authority and the right, to procure that The Tony Pialis (2017) Family Trust and Pitech Investments Inc. complies with and performs all applicable terms of this undertaking. For the avoidance of doubt, references in this undertaking to the beneficial or registered holder (or any other person interested in or entitled to instruct voting) of Relevant Shares, Relevant Alphawave Exchangeable Shares and/or Relevant Alphawave ExchangeCo Exchangeable Shares (or any similar expression) shall, without limitation and where applicable, apply to The Tony Pialis (2017) Family Trust and Pitech Investments Inc.; and
- 2.1.9 I have full power and authority and the right (free from any legal or other restrictions), and will at all times continue to have all relevant power and

authority and the right, to enter into and perform my obligations under this undertaking in accordance with its terms and to exercise (or where applicable procure the exercise of) all voting rights attaching to the Relevant Shares and the Relevant Alphawave ExchangeCo Exchangeable Shares and to otherwise take all necessary actions (or procure that they are taken):

- (a) to approve the Scheme in respect of the Relevant Shares;
- (b) to accept the Offer and to accept and elect for Alternative Offer 2 in respect of the Non-Alphawave Exchangeable Shares and to transfer the Non-Alphawave Exchangeable Shares;
- (c) to accept and elect for the Exchangeable Securities Alternative Offer (in respect of the Relevant Alphawave ExchangeCo Exchangeable Shares) and (subject only to the removal of any restriction referred to in paragraph 3.4 below) to transfer the Relevant Alphawave ExchangeCo Exchangeable Shares; and
- (d) subject only to JerseyCo acting in accordance with the terms of the JerseyCo Irrevocable Undertaking and the Alphawave Direction, to accept the Offer and elect for Alternative Offer 2 in respect of the Relevant Alphawave Exchangeable Shares and to transfer the Relevant Alphawave Exchangeable Shares.

### **3. DEALINGS AND IRREVOCABLE UNDERTAKINGS**

3.1 Prior to the Acquisition becoming Effective or my obligations under this undertaking terminating in accordance with the terms of this undertaking (whichever is earlier), and in each case subject to paragraphs 3.2 and 3.3 below, I irrevocably and unconditionally represent, warrant and undertake to Bidco and Qualcomm that I, and, if I am not the registered holder of some or all of the Relevant Shares and/or the Relevant Alphawave ExchangeCo Exchangeable Shares, shall procure that any person (including, for the avoidance of doubt, any of my close relatives and/or any of my or their related trusts (in each case as defined in the Code)) holding the Relevant Shares and/or the Relevant Alphawave ExchangeCo Exchangeable Shares:

3.1.1 shall not, other than pursuant to the Acquisition (including, in the case of the Relevant Alphawave ExchangeCo Exchangeable Shares, the Exchangeable Securities Alternative Offer) or as requested by Qualcomm and/or Bidco in accordance with sub-paragraph 3.1.3, sell, transfer, charge, encumber, pledge, grant any option (or other right) over or otherwise deal in or dispose of (or permit the sale, transfer, charging, pledging or other disposition or creation or grant of any other encumbrance or option of or over) all or any of the Relevant Shares or the Relevant Alphawave ExchangeCo Exchangeable Shares or any interest in the Relevant Shares or the Relevant Alphawave ExchangeCo Exchangeable Shares, or accept any other offer or transaction or give any undertaking to accept any other offer or transaction (in each case in my capacity as a shareholder of Alphawave and Alphawave ExchangeCo) in respect of all or any of the Relevant Shares or the Relevant Alphawave ExchangeCo Exchangeable Shares (in each case, whether conditionally or unconditionally);

3.1.2 shall not, save as requested by Qualcomm and/or Bidco in accordance with sub-paragraph 3.1.3 or in connection with the grant, vesting or exercise of any Options in accordance with, or the acquisition of Alphawave Shares pursuant to, any Alphawave Share Plan or the exercise of any existing conversion, subscription, exchange or call right relating to the Options (but in each case without prejudice to paragraph 7.1.3 below), acquire or otherwise deal or undertake any dealing in any Alphawave Shares, Alphawave ExchangeCo Exchangeable Shares or other securities of Alphawave or Alphawave ExchangeCo (including any Alphawave Convertible Bonds or Alphawave Warrants) or any interest therein, and, if any such Alphawave Shares or Alphawave ExchangeCo Exchangeable Shares or other securities or interest are acquired by me (including as a result of any vesting or the exercise of any conversion, subscription, exchange or call right relating to the Options), I shall notify Qualcomm and Bidco promptly of any such acquisition and of any other dealing, disposal or change in the number of Relevant Shares or Relevant Alphawave ExchangeCo Exchangeable Shares;

3.1.3 shall, if the Acquisition is implemented by way of an Offer and if requested by Qualcomm and/or Bidco, subject always to the terms of the Alphawave Share Plans (including the applicable plan rules) and to any restrictions on dealing in such securities imposed by Applicable Law (as defined below) and/or any bona fide code adopted by Alphawave from time to time:

(a) validly exercise (or procure the valid exercise of) the requested number of vested and exercisable Options under the Alphawave Share Plans by no later than 3.00 p.m. on the fifth Business Day after the date of the publication of the Offer Document (as defined below) (or, if the request from Qualcomm and/or Bidco is received after such time, within five Business Days of receipt of such request from Qualcomm and/or Bidco); and

(b) take all actions and do all things necessary in each case to the maximum extent within my control (including, without limitation, the payment of any applicable exercise price) to promptly receive the relevant number of Alphawave Shares upon such exercise (the “**Exercised Options**”) (and, for the avoidance of doubt, such Exercised Options shall constitute Relevant Shares and shall be subject to and governed by the terms of this undertaking accordingly),

provided, for the avoidance of doubt, that this sub-paragraph 3.1.3 shall not require the exercise of any conversion rights relating to the Alphawave Convertible Bonds and/or the exercise of any exchange, call or redemption rights relating to the Alphawave Exchangeable Shares and/or the Alphawave ExchangeCo Exchangeable Shares;

3.1.4 shall, other than with the prior written consent of Qualcomm and Bidco, exercise any voting rights attaching to the Relevant Shares or Relevant Alphawave ExchangeCo Exchangeable Shares to vote against any shareholder resolution, scheme of arrangement or other transaction which is competing (or would reasonably be expected to compete) with the Acquisition or which would (or would reasonably be expected to) otherwise impede, restrict, delay or

frustrate implementation of the Acquisition (including the Scheme becoming effective or the Offer becoming or being declared unconditional);

3.1.5 shall not, without the prior written consent of Qualcomm and Bidco, in relation to the Relevant Shares and Relevant Alphawave ExchangeCo Exchangeable Shares, requisition, or join in requisitioning, any general or class meeting of Alphawave or Alphawave ExchangeCo which would (or would reasonably be expected to) impede, restrict, delay or frustrate implementation of the Acquisition (including the Scheme becoming effective or the Offer becoming or being declared unconditional);

3.1.6 shall not, other than pursuant to the Acquisition (including, in the case of the Relevant Alphawave ExchangeCo Exchangeable Shares, the Exchangeable Securities Alternative Offer), enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise with any person (whether conditionally or unconditionally):

(a) to do all or any of the acts referred to in sub-paragraphs 3.1.1 to 3.1.5 (inclusive) above; or

(b) which, in relation to the Relevant Shares and/or the Relevant Alphawave ExchangeCo Exchangeable Shares, would or would reasonably be expected to preclude me from complying with my obligations under this undertaking,

and references in this paragraph 3.1.6 to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not legally binding or subject to any conditions, or which is to take effect upon or following this undertaking ceasing to be binding or upon or following any other event.

3.2 I shall be entitled to transfer (or procure the transfer of) some or all of my interests in any Relevant Shares (in one or more transactions) (such Relevant Shares being “**Transferred Shares**”) to one or more of my close relatives and/or related trusts provided that:

3.2.1 such transfer is undertaken as part of my bona fide tax planning;

3.2.2 I will notify you as soon as reasonably practicable (and no less than five Business Days) prior to any such transfer and shall procure that, prior to any such transfer, the transferee or beneficiary of such Transferred Shares has entered into an undertaking in respect of such Transferred Shares in favour of Qualcomm and Bidco on terms no less favourable to Qualcomm and Bidco than those set out herein (but which does not contain this paragraph 3.2 or any provision similar to it) (a “**Replacement Undertaking**”); and

3.2.3 where the proposed transferee is a related trust, there are no persons beneficially interested in the trust other than myself or my close relatives and such trust has been established on terms which do not prevent it from complying in full with the relevant Replacement Undertaking.

- 3.3 Paragraph 3.1 (if and to the extent applicable) shall not restrict me from at any time:
- 3.3.1 acquiring or being granted any further options or awards under the Alphawave Share Plans;
  - 3.3.2 exercising any options under the Alphawave Share Plans;
  - 3.3.3 acquiring further Relevant Shares under the Alphawave Share Plans; or
  - 3.3.4 in each case, following the Court Meeting and the General Meeting (each as defined below) but prior to the Scheme Record Time, selling such number of Relevant Shares as may be required to cover my liability for: (a) income tax and employee social security contributions that have become due and payable; (b) if required, any exercise price payable; and (c) any directly associated dealing costs or fees that have become due and payable, in each case in connection with any exercise of options, vesting of awards or acquisition or release of any such Relevant Shares under the Alphawave Share Plans.
- 3.4 If and to the extent that there is any restriction on my ability to transfer (or procure the transfer of) the Relevant Alphawave ExchangeCo Exchangeable Shares under the documentation governing the Alphawave Exchangeable Share Structure, I shall exercise or, where applicable, procure the exercise of, all rights attaching to the Relevant Alphawave ExchangeCo Exchangeable Shares to:
- 3.4.1 vote (whether on a show of hands or a poll and whether in person or by proxy) in favour of any and all resolutions (whether or not amended) proposed at any meeting of the holders of shares in Alphawave ExchangeCo and/or any separate class meeting of the holders of the Alphawave ExchangeCo Exchangeable Shares which are required to remove or give effect to the removal of any such restriction insofar as it relates to the Acquisition and take (or procure the taking of) all other actions available to me in my capacity as a holder of Alphawave ExchangeCo Exchangeable Shares to give effect to the foregoing; and
  - 3.4.2 requisition or join in the requisitioning of any meeting of the holders of shares in Alphawave ExchangeCo and/or any separate class meeting of the holders of the Alphawave ExchangeCo Exchangeable Shares for the purpose of voting on any resolution referred to under paragraph 3.4.1 above, or to require Alphawave, Alphawave Call Inc. or Alphawave ExchangeCo to give notice of any such meeting.

#### **4. SCHEME**

- 4.1 I accept and agree to the terms of the Scheme and irrevocably and unconditionally undertake to Qualcomm and Bidco that, if the Acquisition is implemented by way of the Scheme, then at all times prior to the Scheme becoming Effective:
- 4.1.1 I shall exercise or, where applicable, procure (including, without limitation, by instructing JerseyCo to exercise the voting rights attaching to the Relevant Alphawave Exchangeable Shares) the exercise of, all voting rights attaching to the Relevant Shares (and, if applicable, the Relevant Alphawave ExchangeCo Exchangeable Shares) to vote (whether on a show of hands or a poll and whether

in person or by proxy) in favour of any and all resolutions (whether or not amended) proposed at:

- (a) any meeting of Alphawave shareholders (and, if applicable, the Alphawave ExchangeCo Exchangeable Shares) convened by order of the Court (including any adjournment thereof) for the purposes of considering and, if thought fit, approving the Scheme (the “**Court Meeting**”); and
- (b) any general or class meeting of Alphawave shareholders (and, if applicable, holders of Alphawave ExchangeCo Exchangeable Shares) (including any adjournments thereof) convened in connection with the Scheme and/or the Acquisition and any related matters (the “**General Meeting**”),

which are required to give effect to the Scheme and/or the Acquisition (including, if and to the extent I am entitled to do so, approving any arrangement with any shareholders of Alphawave or Alphawave ExchangeCo for the purposes of Rule 16 and Rule 21 of the Code);

4.1.2 other than with the prior written consent of Qualcomm and Bidco, I shall exercise and, where applicable, shall procure (including, without limitation, by instructing JerseyCo to exercise the voting rights attaching to the Relevant Alphawave Exchangeable Shares) the exercise of any voting rights attaching to the Relevant Shares or the Relevant Alphawave ExchangeCo Exchangeable Shares (whether on a show of hands or a poll and whether in person or by proxy) against any resolution (whether or not amended) which is proposed at the Court Meeting or General Meeting which;

- (a) would or would reasonably be expected to have any adverse impact on the fulfilment of any condition to the Acquisition;
- (b) would or would reasonably be expected to impede, restrict, delay or frustrate the Acquisition in any way (which shall include any resolution to approve a scheme of arrangement or other transaction relating to the acquisition of any shares in Alphawave or Alphawave ExchangeCo by a third party); or
- (c) otherwise would or would reasonably be expected to adversely impact on the timing and/or implementation of the Acquisition (including, without limitation, the implementation of the Qualcomm Exchangeable Share Structure) or compete with the Acquisition.

4.1.3 I shall exercise or, where applicable, procure (including, without limitation, by instructing JerseyCo to exercise the voting rights attaching to the Relevant Alphawave Exchangeable Shares) the exercise of, all rights attaching to the Relevant Shares and the Relevant Alphawave ExchangeCo Exchangeable Shares to requisition or join in the requisitioning of any General Meeting for the purpose of voting on any resolution referred to under paragraph 4.1.1 or 4.1.2 above, or to require Alphawave or Alphawave ExchangeCo to give notice of

any such meeting, only in accordance with Qualcomm's and Bidco's written instructions;

4.1.4 without prejudice to any right I have to attend and vote in person at any Court Meeting and General Meeting:

- (a) after the despatch of the circular to be sent to Alphawave shareholders containing (among other things) the explanatory statement in respect of the Scheme (the "**Scheme Document**"), I shall return or, if applicable, procure (including, without limitation, by instructing JerseyCo to return and appoint), the return of, fully completed and executed forms of proxy enclosed (or otherwise made available) with the Scheme Document in accordance with the instructions printed on such forms of proxy (and, in respect of any Relevant Shares in uncertificated form, shall take or procure the taking of all other actions required to make valid proxy appointments and give valid proxy instructions), and shall appoint the chair of the relevant meeting (or any director or employee of Qualcomm or Bidco as Qualcomm and Bidco may jointly nominate from time to time) as my proxy to attend and exercise all voting rights attaching to the Relevant Shares at the relevant meeting in accordance with my instructions (such instructions being compliant in all respects with my obligations under this undertaking) as soon as practicable and in any event by no later than 3.00 p.m. (London time) on the fifth Business Day after Alphawave has despatched the Scheme Document to its shareholders; and
- (b) for the purposes of voting on any other resolution referred to under paragraph 4.1.1 or 4.1.2 above, I shall or, if applicable, shall procure (including, without limitation, by instructing JerseyCo to execute), if required by Qualcomm or Bidco, execute any form of proxy (and, in respect of any Relevant Shares in uncertificated form, shall take or procure the taking of all other actions required to make valid proxy appointments and give valid proxy instructions) to appoint the chair of the relevant meeting (or any director or employee of Qualcomm or Bidco as Qualcomm and Bidco may jointly nominate from time to time) as my proxy to attend and exercise all voting rights attaching to the Relevant Shares or the Relevant Alphawave ExchangeCo Exchangeable Shares at the relevant meeting in accordance with my instructions (such instructions being compliant in all respects with my obligations under this undertaking) as soon as practicable and in any event no later than the cut-off time for the filing of proxy instructions in connection with the relevant vote.

4.1.5 I shall not amend, revoke or withdraw any proxy submitted in accordance with paragraph 4.1.4 above or, if applicable, shall procure (including, without limitation, by instructing JerseyCo not to amend, revoke or withdraw) that no proxy submitted in accordance with paragraph 4.1.4 above is amended, withdrawn or revoked and, other than with Qualcomm's and Bidco's prior written consent, shall not submit any new form of proxy or other proxy instructions (or, if applicable, shall procure that no new form of proxy or other proxy instructions are submitted including, without limitation, by instructing

JerseyCo not to do the same) in each case whether in writing or by attendance at any General Meeting or any Court Meeting or otherwise; and

- 4.1.6 Without prejudice to paragraphs 6 and 7 below which shall govern the Exchangeable Securities Alternative Offer for the Alphawave ExchangeCo Exchangeable Shares, I shall accept or, where applicable, procure the acceptance of, any proposal made by Bidco or Qualcomm to holders of options and awards over Alphawave Shares in compliance with Rule 15 of the Code, in respect of any and all outstanding Options held by me, no later than five Business Days after the despatch of such a proposal to the holders of options and awards over Alphawave Shares, or shall otherwise ensure that any Relevant Shares arising on the exercise of options or vesting or the conversion, subscription, exchange of the Options prior to the Effective Date of the Scheme (or, where applicable, the unconditional date for the Offer) participate in the Scheme or the Offer (as applicable).

## 5. OFFER

- 5.1 I acknowledge that Bidco shall have the right and may elect at any time (subject to the terms of the Co-operation Agreement and with the consent of the Panel, and whether or not the Scheme Document has been despatched) to implement the Acquisition by way of an Offer rather than by way of a Scheme.
- 5.2 If an Offer is made by or on behalf of Bidco or Qualcomm (or any person acting in concert with either of them), I irrevocably and unconditionally undertake to Bidco and Qualcomm that this undertaking and my obligations hereunder will continue to be binding *mutatis mutandis* to the Offer in respect of the Relevant Shares and the Relevant Alphawave ExchangeCo Exchangeable Shares. Without prejudice to the generality of the foregoing, I irrevocably and unconditionally undertake (subject only, in respect of the Relevant Alphawave Exchangeable Shares, to JerseyCo acting in accordance with the terms of the JerseyCo Irrevocable Undertaking and the Alphawave Direction):
- 5.2.1 to accept, or procure acceptance of, the Offer in respect of the Relevant Shares as soon as possible and in any event no later than 3.00 p.m. on the fifth Business Day after publication of the formal document containing the Offer (the “**Offer Document**”) (or, in respect of any Shares acquired by me after publication of the Offer Document, as soon as possible and in any event within five Business Days of such acquisition) and shall take, or procure the taking of, any other actions which may be required by Qualcomm or Bidco to facilitate the valid acceptance of the Offer in respect of the Relevant Shares;
- 5.2.2 notwithstanding the provisions of the Code or any terms of the Offer regarding withdrawal, not to amend, revoke or withdraw any acceptance of the Offer in respect of the Relevant Shares or any of them and to procure that no rights to amend, revoke or withdraw any acceptance in respect of the Relevant Shares are exercised; and
- 5.2.3 if so required by Qualcomm or Bidco, to execute or procure the execution of all such other documents and do all such things as may be necessary to give Qualcomm and Bidco the full benefit of the obligations under this undertaking with respect to such Offer.

- 5.3 Any and all references to the Scheme shall, where the context permits, be read as references to the Offer (or to both the Scheme and the Offer, as applicable), including:
- 5.3.1 references to the Scheme becoming effective shall be read as references to the Offer becoming or being declared unconditional; and
- 5.3.2 references to the Scheme lapsing or being withdrawn shall be read as references to the closing or lapsing of the Offer.

## **6. ALTERNATIVE OFFER 2**

- 6.1 I irrevocably and unconditionally undertake to Bidco and Qualcomm (whether Bidco or Qualcomm implements the Acquisition by way of a Scheme or an Offer) that:

6.1.1 I shall elect, or procure that the beneficial or registered holder of the Non-Alphawave Exchangeable Shares (including, for the avoidance of doubt, any of my close relatives and/or any of my or their related trusts holding such Non-Alphawave Exchangeable Shares) shall elect, to receive Alternative Offer 2 in respect of all of such Non-Alphawave Exchangeable Shares and, in respect of such Non-Alphawave Exchangeable Shares I shall, or shall procure that the relevant registered or beneficial holder shall, complete, execute and return:

- (a) the form of election electing for Alternative Offer 2; and
- (b) such other information and materials as Bidco, Qualcomm or any other relevant person (including any corporate administrator, registrar or transfer or receiving agent) reasonably requires in respect of me and/or any beneficial or registered holder of such Non-Alphawave Exchangeable Shares (and/or any of my or their respective affiliates or related persons) to facilitate the issuance of the Qualcomm Exchangeable Securities to me or the registered holder of such Non-Alphawave Exchangeable Shares pursuant to Alternative Offer 2 (including any information or materials required to satisfy any “know your client”, proceeds of crime, anti-terrorism financing or similar legislation or regulations from time to time),

in each case, no later than 3.00 p.m. on the fifth Business Day after Alphawave despatches the Scheme Document to Alphawave shareholders (or, if applicable, no later than 3.00 p.m. on the fifth Business Day after the publication of the Offer Document); and

- 6.1.2 I shall not, and shall procure that any relevant beneficial or registered holder of the Non-Alphawave Exchangeable Shares shall not, amend, revoke or withdraw such election for Alternative Offer 2 or any other information or materials provided in accordance with this paragraph 6 other than with Qualcomm’s and Bidco’s prior written consent.
- 6.2 Subject to paragraph 7.2 below, subject only to JerseyCo acting in accordance with the terms of the JerseyCo Irrevocable Undertaking and the Alphawave Direction, I shall (or shall procure that the beneficial or registered holder (or any other person interested in or entitled to instruct voting) of the Relevant Alphawave Exchangeable Shares shall)

make and issue all required requests to JerseyCo (as registered holder of the Relevant Alphawave Exchangeable Shares) and otherwise take all such actions and do all such things as are necessary or desirable to ensure that JerseyCo (as registered holder of the Relevant Alphawave Exchangeable Shares):

- 6.2.1 validly and unconditionally waives any entitlement to receive the consideration otherwise due in respect of the Relevant Alphawave Exchangeable Shares under the Scheme or the Offer (including, for the avoidance of doubt, the cash consideration payable in connection with the Cash Offer and the New Qualcomm Shares or Qualcomm Exchangeable Securities due under the terms of Alternative Offer 1 or Alternative Offer 2 (as applicable)); and
- 6.2.2 does not elect to receive Alternative Offer 1 or Alternative Offer 2 in respect of the Relevant Alphawave Exchangeable Shares.

## **7. ALPHAWAVE EXCHANGEABLE SHARE STRUCTURE**

7.1 Subject to paragraph 7.2 below, I irrevocably and unconditionally undertake to Bidco and Qualcomm (whether Bidco or Qualcomm implements the Acquisition by way of a Scheme or an Offer) that:

7.1.1 I shall elect, or procure that the beneficial or registered holder (or any other person interested in or entitled to instruct voting) of the Relevant Alphawave ExchangeCo Exchangeable Shares (including, for the avoidance of doubt, any of my close relatives and/or any of my or their related trusts holding or having any interest in such Relevant Alphawave ExchangeCo Exchangeable Shares) shall elect, to receive the Exchangeable Securities Alternative Offer and, in respect of such Relevant Alphawave ExchangeCo Exchangeable Shares, I shall, or shall procure that the beneficial or registered holder (or any other person interested in or entitled to instruct voting) of the Relevant Alphawave ExchangeCo Exchangeable Shares shall, complete, execute and return:

- (a) the form of election electing for such Exchangeable Securities Alternative Offer; and
- (b) such information and materials as Bidco, Qualcomm or any other relevant person (including any corporate administrator, registrar or transfer or receiving agent) reasonably requires in respect of me and/or the beneficial or registered holder (or any other person interested in or entitled to instruct voting) of such Relevant Alphawave ExchangeCo Exchangeable Shares (and/or any of my or their respective affiliates or related persons) to facilitate the issuance of the Qualcomm Exchangeable Securities pursuant to the Exchangeable Securities Alternative Offer (including any information or materials required to satisfy any “know your client”, proceeds of crime, anti-terrorism financing or similar legislation or regulations from time to time),

in each case, no later than 3.00 p.m. on the fifth Business Day after the making of the Exchangeable Securities Alternative Offer to holders of Alphawave ExchangeCo Exchangeable Shares;

- 7.1.2 I shall not, and shall procure that the beneficial or registered holder (or any other person interested in or entitled to instruct voting) of the Relevant Alphawave ExchangeCo Exchangeable Shares shall not, amend, revoke or withdraw such election for the Exchangeable Securities Alternative Offer or any other information or materials provided in accordance with this paragraph 7 other than with Qualcomm's and Bidco's prior written consent; and
- 7.1.3 without prejudice to my obligations under sub-paragraphs 7.1.1 and 7.1.2 above, I shall not, and shall procure that the beneficial or registered holder (or any other person interested in or entitled to instruct voting) of the Relevant Alphawave ExchangeCo Exchangeable Shares shall not (in each case in my or their respective capacity as a beneficial or registered holder (or person interested in or entitled to instruct voting) of the Relevant Alphawave ExchangeCo Exchangeable Shares (as applicable)) exercise, or permit the exercise, of any rights or discretions to retract, redeem, transfer, purchase or cancel any Relevant Alphawave ExchangeCo Exchangeable Shares (whether in exchange for cash and/or Alphawave Shares or otherwise) or take any step or action (or permit any action or step to be taken) having a similar effect, including, without limitation, exercising any rights of retraction under Article 7 or any other provision of the Alphawave ExchangeCo Articles or otherwise.
- 7.2 Notwithstanding my obligations under this paragraph 7 and paragraph 6 above, if prior to and other than in connection with the consummation of the Exchangeable Securities Alternative Offer and the issuance of the relevant Qualcomm Exchangeable Securities:
- 7.2.1 any compulsory redemption, retraction, transfer, purchase or cancellation of some or all of the Alphawave ExchangeCo Exchangeable Shares occurs (whether in exchange for cash and/or Alphawave Shares or otherwise and including, without limitation, as a result of the exercise of any right of redemption under Article 7 or any other provision of the Alphawave ExchangeCo Articles or otherwise), or any other step, action or event occurs which has a similar effect to the aforementioned matters (including, without limitation, any failure to remove any restriction on the ability to transfer Alphawave ExchangeCo Exchangeable Shares under the documentation governing the Alphawave Exchangeable Share Structure no later than five Business Days prior to the publication of the Scheme Document (or, if applicable, the Offer Document) which, in each case, prevents or frustrates the implementation of the Exchangeable Securities Alternative Offer or results in me otherwise failing to comply in all material respects with my obligations under this paragraph 7 and paragraph 6 above;
- 7.2.2 Qualcomm or Bidco notifies Alphawave that, having complied in all material respects with its obligations under clause 10.2.1 of the Co-operation Agreement, the Exchangeable Securities Alternative Offer cannot be, or is not reasonably expected to be implemented, on or prior to the relevant deadline for elections to be made in respect of the Exchangeable Securities Alternative Offer, in circumstances where either: (a) any of Alphawave and/or JerseyCo has not acted in all material respects in accordance with the Alphawave Direction or any applicable obligations under the Co-operation Agreement relating to the Alphawave Exchangeable Share Structure and/or the Exchangeable Securities Alternative Offer; and/or (b) I have not complied in all material respects with

my obligations under this undertaking and, in each case, such non-compliance with the foregoing prevents or frustrates the implementation of the Exchangeable Securities Alternative Offer; or

- 7.2.3 Qualcomm or Bidco notifies Alphawave that the Exchangeable Securities Alternative Offer cannot be, or is not reasonably expected to be implemented, on or prior to the relevant deadline for elections to be made in respect of the Exchangeable Securities Alternative Offer, in circumstances other than those referenced in sub-paragraphs 7.2.1 or 7.2.2 above,

(the Alphawave ExchangeCo Exchangeable Shares subject to the circumstances described in sub-paragraphs 7.2.1 to 7.2.3 above being the “**Affected Alphawave ExchangeCo Exchangeable Shares**”), I irrevocably and unconditionally undertake to Bidco and Qualcomm (whether Bidco or Qualcomm implements the Acquisition by way of a Scheme or an Offer) that (in each case other than with the prior written consent of Qualcomm and Bidco):

- 7.2.4 in the circumstances described in sub-paragraphs 7.2.1 and 7.2.2:

- (a) I shall, and shall procure that the beneficial or registered holder (or any other person interested in or entitled to instruct voting) of any Alphawave Shares transferred, delivered or issued in exchange for or otherwise in connection with such Affected Alphawave ExchangeCo Exchangeable Shares (“**Retracted Alphawave Shares**”) (including, for the avoidance of doubt, any of my close relatives and/or any of my or their related trusts holding or having any interest in or entitlement to instruct voting in such Retracted Alphawave Shares) shall, elect to receive Alternative Offer 2 in respect of all such Retracted Alphawave Shares and, in such case, sub-paragraph 6.1 shall apply *mutatis mutandis* to such Retracted Alphawave Shares as if they were Non-Alphawave Exchangeable Shares; and
- (b) I shall, and shall procure that the beneficial or registered holder (or any other person interested in or entitled to instruct voting) (including, for the avoidance of doubt, any of my close relatives and/or any of my or their related trusts holding or having any interest in or entitlement to instruct voting in such Affected Alphawave ExchangeCo Exchangeable Shares) shall, reinvest all cash sums received in exchange for or otherwise in connection with such Affected Alphawave ExchangeCo Exchangeable Shares (in each case, without any deduction for any applicable tax or dealing costs or other costs or expenses) by purchasing either or both Alphawave Shares or Qualcomm Shares in such manner and amount and on such terms as Qualcomm or Bidco may direct so as to ultimately put myself (or the relevant holder or person) in a similar economic position (disregarding taxes, dealing costs and other costs and expenses incurred as a result of such circumstances) as regards their interest in Qualcomm Shares as would have been the case had the relevant circumstances described in sub-paragraphs 7.2.1 to 7.2.2 above not occurred and had the Exchangeable Securities Alternative Offer been received in exchange for such Affected Alphawave ExchangeCo Exchangeable Shares; and

7.2.5 in the circumstances described in sub-paragraph 7.2.3:

- (a) I shall, and shall procure that the beneficial or registered holder (or any other person interested in or entitled to instruct voting) of any Retracted Alphawave Shares (including, for the avoidance of doubt, any of my close relatives and/or any of my or their related trusts holding or having any interest in or entitlement to instruct voting in such Retracted Alphawave Shares) shall, elect to receive Alternative Offer 2 in respect of all such Retracted Alphawave Shares and, in such case, sub-paragraph 6.1 shall apply *mutatis mutandis* to such Retracted Alphawave Shares as if they were Non-Alphawave Exchangeable Shares; and
- (b) I shall, and shall procure that the beneficial or registered holder (or any other person interested in or entitled to instruct voting) (including, for the avoidance of doubt, any of my close relatives and/or any of my or their related trusts holding or having any interest in or entitlement to instruct voting in such Affected Alphawave ExchangeCo Exchangeable Shares) shall, reinvest all cash sums received in exchange for or otherwise in connection with such Affected Alphawave ExchangeCo Exchangeable Shares (in each case, net of all applicable tax, dealing costs and other reasonable costs and expenses) by purchasing either or both Alphawave Shares or Qualcomm Shares in such manner and amount and on such terms as Qualcomm or Bidco may direct so as to ultimately put myself (or the relevant holder or person) in a similar economic position (taking into account the applicable taxes, dealing costs and other reasonable costs and expenses incurred as a result of such circumstances and required to ensure compliance with my obligations under this paragraph 7.2 and applying such amounts so as to reduce my holding of new Qualcomm Exchangeable Securities proportionally in accordance with the ratio set out in the Qualcomm Exchangeable Securities Term Sheet) as regards their interest in Qualcomm Shares as would have been the case had the relevant circumstances described in sub-paragraph 7.2.3 above not occurred and had the Exchangeable Securities Alternative Offer been received in exchange for such Affected Alphawave ExchangeCo Exchangeable Shares;

and in each case in respect of my obligations under sub-paragraphs 7.2.4 or 7.2.5 (as applicable), shall co-operate with Qualcomm and Bidco in good faith and on a timely basis and provide (or procure the provision of) all assistance required by Qualcomm and/or Bidco (including, without limitation, taking all such steps and actions and entering into all relevant documentation required by Qualcomm or Bidco) and information so as to ensure that an equivalent portion of any Qualcomm Shares (as applicable) ultimately received as a result of the steps and actions taken pursuant to sub-paragraphs 7.2.4 or 7.2.5 above 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 and the Clawback Agreement.

## **8. PUBLICITY**

8.1 I acknowledge and irrevocably and unconditionally consent to:

- 8.1.1 the announcement of the Acquisition containing references to me (and, if applicable, the registered holder(s) of any Alphawave Shares or Alphawave ExchangeCo Exchangeable Shares in which I have (or will have as the case may be) a beneficial interest) and to this undertaking, substantially in the terms set out in the Rule 2.7 Announcement;
  - 8.1.2 the inclusion of references to me (and, if applicable, the registered holder(s) of any Alphawave Shares or Alphawave ExchangeCo Exchangeable Shares in which I have (or will have as the case may be) a beneficial interest) and to this undertaking being set out in the Scheme Document and any Offer Document (if applicable) and any other announcement or document made or issued in connection with the Acquisition;
  - 8.1.3 particulars of this undertaking being set out and/or described in the Rule 2.7 Announcement (as well as any other announcement made in connection with the Acquisition), the Scheme Document or the Offer Document (as applicable) and any related prospectus, prospectus exempted document or shareholder circular published by Bidco or Qualcomm (or any person acting in concert with either of them) or Alphawave in connection with the Acquisition; and
  - 8.1.4 this undertaking being disclosed to the Panel and being published on a website and made available for inspection as required by Rule 26.2 and Note 4 on Rule 21.2 of the Code, the UK Listing Rules or the Disclosure Guidance and Transparency Rules of the Financial Conduct Authority.
- 8.2 I shall promptly provide to Bidco and Qualcomm all information relating to my dealings in Alphawave Shares and Alphawave ExchangeCo Exchangeable Shares and the performance of my obligations under this undertaking that Bidco and Qualcomm may require in order to comply with the rules and requirements of the Code, the Panel, the Financial Conduct Authority, the Court, the London Stock Exchange, the Companies Act 2006 and any other applicable law or regulation or the rules of any regulatory body or stock exchange (“**Applicable Law**”) and shall consent to the public disclosure of such information if such disclosure is required by Applicable Law.
- 8.3 I understand that the information provided to me in connection with the Acquisition is given in confidence and must be kept confidential, save as required by Applicable Law, until such time as the Rule 2.7 Announcement containing details of the Acquisition is released or the information has otherwise become generally or publicly available. If and to the extent any such information is inside information for the purposes of the Criminal Justice Act 1993 or 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), I shall comply with the applicable restrictions in those enactments on dealing in securities and disclosing inside information.
- 8.4 I acknowledge that, by entering into this undertaking:
- 8.4.1 the provisions of Rule 2.10(b) of the Code apply to Bidco which include the obligation of Bidco to announce the details of this deed promptly; and
  - 8.4.2 the provisions of Rule 2.10(c) and Rule 8 of the Code apply to me which include the obligation to make prompt announcements and notifications after becoming

aware that I shall not be able to comply with the terms of this deed or no longer intend to do so.

## **9. POWER OF ATTORNEY**

- 9.1 I irrevocably and by way of security for any obligations hereunder appoint each of Bidco, Qualcomm and any director of Bidco or Qualcomm from time to time to be my attorney to execute and submit in my name and on my behalf forms of proxy for any Court Meeting or General Meeting (or in the event of an Offer, forms of acceptance) and to sign, execute, deliver and submit (as applicable) any other documents or deeds and take any and all actions and do any and all things (including attending and voting at any general or class meeting of Alphawave or Alphawave ExchangeCo) that may be necessary for, or incidental to, the performance of any or all of my obligations under this undertaking and the effectiveness and implementation of the Scheme (or acceptance and implementation of an Offer, if applicable) and my election to receive Alternative Offer 2 pursuant to paragraph 6 and the Exchangeable Securities Alternative Offer pursuant to paragraph 7), if and to the extent that I have failed to comply with any such obligation within the relevant time frame specified for compliance. I irrevocably undertake to ratify and confirm any act properly performed by any such attorney in accordance with the terms of this paragraph 9.
- 9.2 I acknowledge and agree that this power of attorney is given to secure the performance of my obligations under this undertaking and is irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 until such time as this undertaking lapses in accordance with the terms of paragraph 10 below.

## **10. LAPSE OF UNDERTAKING**

- 10.1 Without prejudice to any accrued rights or liabilities, this undertaking and my obligations under this undertaking will lapse and cease to have effect on the earlier of the following:
- 10.1.1 if the Rule 2.7 Announcement is not released by 5.00 p.m. (London time) on the date of this undertaking (or such later time and/or date as Qualcomm, Bidco and Alphawave may agree, with the consent of the Panel if required);
- 10.1.2 if Bidco or Qualcomm announces, with the consent of the Panel, and before the Scheme Document is published, that it does not intend to proceed with the Acquisition and no new, revised or replacement takeover offer (within the meaning of section 974 of the Companies Act 2006) or scheme of arrangement (pursuant to Part 26 of the Companies Act 2006) is announced by or on behalf of Bidco or Qualcomm (or any person acting in concert with either of them) in accordance with Rule 2.7 of the Code within ten Business Days of such announcement;
- 10.1.3 if the Scheme lapses or is withdrawn in accordance with its terms (or having announced its election to implement the Acquisition by way of an Offer, that Offer is subsequently withdrawn or lapses in accordance with its terms), provided that this sub-paragraph 10.1.3 shall not apply where such withdrawal or lapse:

- (a) is a result of Bidco exercising its right, in accordance with the Code and subject to the terms of the Co-operation Agreement, to elect to implement the Acquisition by way of an Offer rather than by way of a Scheme; or
- (b) is followed within ten Business Days by a new, revised or replacement takeover offer (within the meaning of section 974 of the Companies Act 2006) or scheme of arrangement (pursuant to Part 26 of the Companies Act 2006) announced by or on behalf of Bidco or Qualcomm (or any person acting in concert with either of them) in accordance with Rule 2.7 of the Code; or

10.1.4 any competing offer for the entire issued and to be issued share capital of Alphawave is made which becomes or is declared wholly unconditional (if implemented by way of a takeover offer (within the meaning of section 974 of the Companies Act 2006)) or otherwise becomes effective (if implemented by way of a scheme of arrangement (pursuant to Part 26 of the Companies Act 2006)).

10.2 On the termination of this undertaking, I shall have no claim against Qualcomm or Bidco and neither shall Qualcomm or Bidco have any claim against me, save in respect of any prior breach of this undertaking. This paragraph shall survive the lapse of this undertaking.

10.3 Nothing in this undertaking shall oblige Bidco or Qualcomm to announce or proceed with the Acquisition (whether pursuant to the Scheme, an Offer or otherwise).

## **11. GOVERNING LAW**

This undertaking and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law. I agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this undertaking and that accordingly any proceedings arising out of or in connection with this undertaking shall be brought in such courts. I irrevocably submit to the jurisdiction of the English courts and waive 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.

## **12. MISCELLANEOUS**

12.1 I confirm that Evercore Partners International LLP is acting for Qualcomm and Bidco and no one else in connection with the Acquisition and is not responsible to me for providing any protections afforded to its clients or customers or for advising me on any matters relating to this undertaking or the Acquisition.

12.2 I confirm that I have been given an adequate opportunity to consider whether or not to enter into this undertaking and to obtain independent advice. I undertake to promptly notify Qualcomm and Bidco in writing of any change to or inaccuracy in any information supplied, or any representation or warranty given, by me under this undertaking.

- 12.3 I acknowledge and agree that damages would not be an adequate remedy if I should breach any of my obligations under this undertaking and, without prejudice to any other remedies Qualcomm or Bidco may have, Qualcomm and Bidco shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this undertaking and no proof of special damages shall be necessary for the enforcement by Qualcomm or Bidco of such rights.
- 12.4 Any time, date or period referred to in this undertaking may be varied by mutual agreement in writing between me, Qualcomm and Bidco but, as regards any time, date or period originally fixed or as varied, time shall be of the essence. The invalidity, illegality or unenforceability of any provision of this undertaking shall not affect the continuation in force of the remainder of this undertaking.
- 12.5 This undertaking supersedes any previous written or oral agreement between me, Qualcomm and Bidco in relation to the matters dealt with in this undertaking and contains the whole agreement between me, Qualcomm and Bidco in relation thereto, to the exclusion of any term implied by law which may be excluded by contract. I acknowledge that I have not been induced to sign this undertaking by any representation, warranty or undertaking not expressly incorporated into it.
- 12.6 The *ejusdem generis* principle of construction shall not apply to this undertaking. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words.
- 12.7 This undertaking shall be binding on my estate and personal representatives. I shall not assign or purport to assign any of my rights or benefits under this undertaking. Except if and to the extent otherwise specified, the undertakings and obligations set out in this undertaking are unconditional and irrevocable.
- 12.8 A person who is not a party to, or a recipient of, this undertaking has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this undertaking.

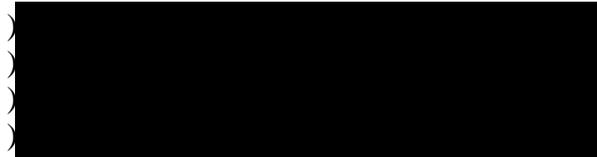
**IN WITNESS** whereof this undertaking has been executed and delivered as a deed on the date first mentioned above.

Executed as a **DEED** by  
**TONY PIALIS**



in the presence of

Witness signature:



Name:



Occupation:



Address:



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## SCHEDULE 1

### PART 1: OWNERSHIP OF EXISTING SHARES

| <b>Number of Alphawave Shares</b> | <b>Exact name(s) of registered holder as appearing on the register of members</b> | <b>Beneficial owner(s)</b> |
|-----------------------------------|---|----------------------------|
| 3,558,879                         | Pitech Investments Inc.   | Tony Pialis                |

### PART 2: OWNERSHIP OF ALPHAWAVE EXCHANGE CO EXCHANGEABLE SHARES

| <b>Number of Alphawave Exchange Co Exchangeable Shares</b> | <b>Exact name(s) of registered holder as appearing on the register of members</b> | <b>Beneficial owner(s)</b>                           |
|--|---|--|
| 76,891,580   | The Tony Pialis (2017) Family Trust   | Beneficiaries of The Tony Pialis (2017) Family Trust |
| 8,512,993  | Pitech Investments Inc.   | Tony Pialis  |

### PART 3: OWNERSHIP OF OPTIONS (INCLUDING ALPHAWAVE CONVERTIBLE BONDS)

| <b>Number of Alphawave Shares subject to Option / Principal value of Alphawave Convertible Bonds held (as applicable)</b> | <b>Share plan / convertible security / subscription right (as applicable)</b> | <b>Vesting / maturity date (if applicable)</b>   |
|---|---|--|
| 1,165,968   | 2024 LTIP Award   | Vesting Date – 25 June 2027<br>Expiry Date – N/A |
| 6,800,000   | Alphawave Convertible Bonds   | 1 March 2030                                     |

### PART 4: OWNERSHIP OF ALPHAWAVE CONVERTIBLE BONDS

| <b>Percentage of initial US\$150 million Alphawave Convertible Bonds</b> | <b>Principal value of Alphawave Convertible Bonds held</b> | <b>Registered holder of such Alphawave Convertible Bonds</b> |
|--|--|--|
| 4.53   | 6,800,000  | Pitech Investments Inc.                                      |