

Company number: 13073661

THE COMPANIES ACT 2006

PUBLIC COMPANY LIMITED BY SHARES

Special Resolution of

Alphawave IP Group plc

(the “Company”)

At a General Meeting of the Company duly convened and held at the offices of Linklaters LLP, One Silk Street, EC2Y 8HQ on 5 August 2025 at 10:15 a.m. (London time) the following resolution was passed:

Special Resolution

THAT:

- (1)** for the purpose of giving effect to the scheme of arrangement dated 7 July 2025 (the “**Scheme**”) between the Company and its Scheme Shareholders (as defined in the Scheme), a print of which has been produced to this meeting and for the purposes of identification signed by the Chair of this meeting, in its original form or with or subject to any modification, addition or condition agreed by the Company and Aqua Acquisition Sub, LLC (“**Bidco**”) and approved or imposed by the High Court of Justice in England and Wales, the directors of the Company (or a duly authorised committee of the directors) be authorised to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect; and
- (2)** with effect from the passing of this resolution, the articles of association of the Company be amended by the adoption and inclusion of the following new article 127:

“127 SCHEME OF ARRANGEMENT

127.1 In this Article 127, the “**Scheme**” means the scheme of arrangement dated 7 July 2025 between the Company and its Scheme Shareholders (as defined in the Scheme) under Part 26 of the Companies Act 2006 in its original form or with or subject to any modification, addition or condition approved or imposed by the High Court of Justice in England and Wales and agreed by the Company, Aqua Acquisition Sub, LLC (“**Bidco**”) and Qualcomm Incorporated (“**Qualcomm**”) and (save as defined in this Article) expressions defined in the Scheme shall have the same meanings in this Article 127.

127.2 Notwithstanding any other provision of these Articles, if the Company issues or transfers out of treasury any shares to any person (other than to Qualcomm, Bidco, any member of the Qualcomm Group (as defined in the Scheme) or Qualcomm’s or Bidco’s nominee(s)) on or after the adoption of this Article 127 and before the Scheme Record Time, such shares shall be

issued or transferred subject to the terms of the Scheme (and shall be “**Scheme Shares**” for the purposes of the Scheme) and the original or subsequent holder or holders of such shares shall be bound by the Scheme accordingly.

127.3 Notwithstanding any other provision of these Articles and subject to the Scheme becoming effective pursuant to its terms, if any shares are issued or transferred out of treasury to any person (a “**New Member**”) (other than under the Scheme or to Qualcomm, Bidco, any member of the Qualcomm Group or Qualcomm’s or Bidco’s nominee(s)) at or after the Scheme Record Time (the “**Post-Scheme Shares**”), they shall be immediately transferred to Bidco (or such other person as it may direct) in consideration of and conditional upon (subject as hereinafter provided): (i) the payment to the New Member of such amount of cash for each Post-Scheme Share as is equal to the cash consideration per Scheme Share due pursuant to the Scheme to Scheme Shareholders who have not made a valid election for an Alternative Offer and who have not made a valid Currency Election; or (ii) if and to the extent that such New Member has made a valid election for Consideration Shares or Consideration Exchangeable Securities, by giving notice in writing to the Company (or as it may direct), pursuant to and subject to the terms and conditions of the relevant provisions of the Scheme and the New Member’s form of election and in accordance with Articles 127.10 or 127.11 (as applicable), the allotment and issue or transfer (as applicable) to the New Member of: (A) in the case of a valid election for Alternative Offer 1, such number of Qualcomm shares of common stock with a par value of US\$0.0001 per share as is equal to the consideration per Scheme Share due to Scheme Shareholders who have elected for Alternative Offer 1 (the “**Consideration Shares**”) and (if applicable) the payment of cash in respect of fractional entitlements to the Consideration Shares in accordance with Article 127.7; or (B) in the case of a valid election for Alternative Offer 2, such number of New Series A Qualcomm Exchangeable Securities and New Series B Qualcomm Exchangeable Securities as is equal to the consideration per Scheme Share due to Scheme Shareholders who have elected for Alternative Offer 2 and which will be subject to the terms of, and conditions to, any such election as it applies under the relevant provisions of the Scheme (including, if applicable, the provision of satisfactory “know your customer” and tax election or similar information in a form reasonably acceptable to Bidco) (the “**Consideration Exchangeable Securities**”) and (if applicable) the payment of cash in respect of fractional entitlements to the New Series A Qualcomm Exchangeable Securities and New Series B Qualcomm Exchangeable Securities in accordance with Article 127.7, in each case, provided that:

127.3.1 such elections as set out in paragraph (ii) above may only be made on or prior to the date falling 60 days after the Scheme Effective Date (or, in the case of the issue or transfer of Post-Scheme Shares to a New Member pursuant to the exercise of an option or satisfaction of an award under one of the Alphawave Share Plans, such deadline as is notified by the Company) (the “**Election Deadline**”);

127.3.2 if, in respect of any New Member with: (i) a registered address in a jurisdiction outside the United Kingdom, the United States or Canada; or (ii) whom the Company, Bidco (and/or, in respect of elections for the Consideration Exchangeable Securities, Qualcomm CanCo) reasonably believes to be a citizen, resident or national of, or located in, a jurisdiction outside the United Kingdom, United States or Canada, either the Company or Bidco (and/or, in respect of elections for the Consideration Exchangeable Securities, Qualcomm CanCo) is advised that the transfer of Consideration Shares or the allotment and issue of Consideration Exchangeable Securities (as applicable), or the provision of the right to elect to receive Consideration Shares or Consideration Exchangeable Securities, pursuant to this Article would or may infringe the laws of such jurisdiction or would or may require any of the Company, Qualcomm and/or Bidco (and/or in respect of elections for the Consideration Exchangeable Securities, Qualcomm CanCo) (or any of their nominee(s)) to comply with any governmental or other consent or any registration, filing or other formality with which any of the Company, Qualcomm, Bidco and/or Qualcomm CanCo (as applicable) is unable to comply or compliance with which the Company, Qualcomm, Bidco and/or Qualcomm CanCo (as applicable) regards as unduly onerous, then the Company, Qualcomm, Bidco and/or Qualcomm CanCo may, in its or their sole and absolute discretion, determine that either such Consideration Shares or Consideration Exchangeable Securities (as applicable) shall be sold or that a cash amount equal to the value of the Consideration Shares or Consideration Exchangeable Securities (as applicable) shall be paid to the New Member. In the event that the Consideration Shares or Consideration Exchangeable Securities (as applicable) are to be sold, the Company shall appoint a person to act as attorney or agent for the New Member pursuant to this Article and such person shall be authorised on behalf of such New Member to procure that any Consideration Shares or Consideration Exchangeable Securities (as applicable) in respect of which the Company has made such determination shall, as soon as practicable following the allotment and issue or transfer of such Consideration Shares or Consideration Exchangeable Securities (as applicable), be sold, including being authorised to execute and deliver as transferor a form of transfer or other instrument or instruction of transfer on behalf of the New Member (whether as a deed or otherwise). The net proceeds of such sale (after the deduction of all expenses and commissions incurred in connection with such sale, including any value added tax and other applicable taxes payable on the proceeds of sale), or (if it is instead determined that a

cash amount equal to the value of the Consideration Shares or Consideration Exchangeable Securities (as applicable) shall be paid to the New Member) the cash amount in U.S. dollars equal to the value of the Consideration Shares or Consideration Exchangeable Securities (as determined by the Board in good faith and in its sole and absolute discretion, such determination being conclusive and binding on the relevant New Member) (as applicable), shall be paid in U.S. dollars to the persons entitled thereto in due proportions as soon as practicable, save that any fractional cash entitlements shall be rounded down to the nearest whole cent; and

127.3.3 any New Member may, prior to the issue or transfer of any Post-Scheme Shares to such New Member pursuant to the exercise of an option or satisfaction of an award under any of the Alphawave Share Plans, give not less than five business days' written notice to the Company in such manner as the Directors shall prescribe of their intention to transfer some or all of such Post-Scheme Shares to their spouse or civil partner. Any such New Member may, if such notice has been validly given, on such Post-Scheme Shares being issued or transferred to such New Member, immediately transfer to their spouse or civil partner any such Post-Scheme Shares, provided that such Post-Scheme Shares shall then be immediately transferred from that spouse or civil partner to Bidco (or as it may direct) pursuant to this Article as if the spouse or civil partner were a New Member. Where a transfer of Post-Scheme Shares to a New Member's spouse or civil partner takes place in accordance with this Article, references to "New Member" in this Article shall be taken as referring to the spouse or civil partner of the New Member. If notice has been validly given pursuant to this Article but the New Member does not immediately transfer to their spouse or civil partner the Post-Scheme Shares in respect of which notice was given, such shares shall be transferred directly to Bidco (or such other person as it may direct) pursuant to this Article.

127.4 The Consideration Shares transferred to a New Member pursuant to Article 127.3 shall rank equally with all other fully paid shares of common stock of Qualcomm in issue at that time (other than as regards any dividend or other distribution payable by reference to a record date preceding the date of allotment or transfer).

127.5 The Consideration Exchangeable Securities transferred to a New Member pursuant to Article 127.3 shall rank equally with all other fully paid exchangeable securities of the same class in issue by Qualcomm CanCo at that time.

127.6 On any reorganisation of, or material alteration to, the share capital of the Company, Bidco, Qualcomm or Qualcomm CanCo (including, without

limitation, any subdivision and/or consolidation) effected after the Scheme Effective Time, the value of the cash payment per share to be paid and the number of Consideration Shares or Consideration Exchangeable Securities (as applicable) to be transferred to a New Member for each Post-Scheme Share under Article 127.3 may be adjusted by the Directors of the Company in such manner as the auditors of the Company or an investment bank selected by the Company may determine to be appropriate to reflect such reorganisation or alteration. References in this Article to shares, Consideration Shares, Consideration Exchangeable Securities (as applicable) or Post-Scheme Shares shall, following such adjustment, be construed accordingly.

127.7 No fraction of a Consideration Share or Consideration Exchangeable Security (as applicable) shall be allotted, issued or transferred to a New Member pursuant to this Article. The entitlement of each New Member who would otherwise have been entitled to a fraction of a Consideration Share or Consideration Exchangeable Security (as applicable) shall be rounded down, in each case to the nearest whole number of Consideration Shares, New Series A Qualcomm Exchangeable Securities or New Series B Qualcomm Exchangeable Securities, as applicable, per New Member. In respect of any fraction of a Consideration Share or a Consideration Exchangeable Security (as applicable) to which a New Member would otherwise have become entitled to receive, at Bidco's election in its sole and absolute discretion in lieu of such fractional entitlements, Bidco shall either: (i) in respect of the Consideration Shares only, procure that such fractions shall be aggregated with the fractional entitlements of any other New Members whose shares are being transferred under this Article on the same date and the maximum whole number of Consideration Shares shall then be sold in the market as soon as practicable after their allotment and issue, and the net U.S. dollar cash proceeds (after the deduction of all expenses and commissions incurred in connection with such sale, including any value added tax (and other applicable taxes) payable on the proceeds of sale, and rounded down to the nearest cent) shall be paid to the persons entitled thereto in due proportions; or (ii) in respect of the Consideration Shares or Consideration Exchangeable Securities (as applicable), procure that the relevant New Member receives U.S. dollar cash in an amount (rounded down to the nearest cent) that is equal to such fractional entitlements (determined on an as-exchanged basis) multiplied by the last reported sale price of Qualcomm common stock on NASDAQ (as reported in Bloomberg or, if not reported therein, in another authoritative source selected by Qualcomm, Bidco and/or Qualcomm CanCo (as applicable)) on the last trading day of NASDAQ prior to the Scheme Effective Date, and such cash amount (net of any applicable taxes) shall be paid by: (a) Bidco (and/or its nominee(s) or agents), in respect of the Consideration Shares; and (b) Bidco (and/or its nominee(s) or agents), or Qualcomm CanCo (and/or its nominee(s) or agents), in respect of the Consideration Exchangeable Securities, to the relevant New Member in lieu of such fractional entitlements.

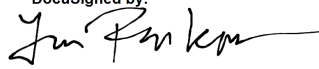
127.8 No amounts of cash of less than one cent shall be paid to any New Member pursuant to this Article and the aggregate amount of cash to which a New

Member would otherwise have become entitled shall be rounded down to the nearest cent. All payments of cash pursuant to this Article shall be in U.S. dollars.

- 127.9** To give effect to any transfer of Post-Scheme Shares, the Company may appoint any person as attorney and/or agent for the New Member to transfer the Post-Scheme Shares to Bidco and/or its nominee(s) (or as Bidco may direct) and do all such other things and execute and deliver all such documents (whether as a deed or otherwise) as may in the opinion of the attorney and/or agent be necessary or desirable to vest the Post-Scheme Shares in Bidco or its nominee(s) (or as Bidco may direct) and pending such vesting to exercise all such rights attaching to the Post-Scheme Shares as Bidco may direct. If an attorney and/or agent is so appointed, the New Member shall not thereafter (except to the extent that the attorney and/or agent fails to act in accordance with the directions of Bidco) be entitled to exercise any rights attaching to the Post-Scheme Shares unless so agreed by Bidco. The attorney and/or agent shall be empowered to execute and deliver as transferor a form or forms of transfer or other instrument(s) or instruction(s) of transfer (whether as a deed or otherwise) on behalf of the New Member in favour of Bidco and/or its nominee(s) (or as Bidco may direct) and the Company may give a good receipt for the consideration for the Post-Scheme Shares and may register Bidco and/or its nominee(s) (or as Bidco may direct) as holder of the Post-Scheme Shares and issue to it certificates for them. The Company shall not be obliged to issue a certificate to the New Member for the Post-Scheme Shares.
- 127.10** Subject to Article 127.11, the Company will provide or make available upon request to any New Member (or person exercising rights to become a New Member) a form of election (a **"New Member Form of Election"**) for the purposes of enabling an election to receive Consideration Shares or Consideration Exchangeable Securities as set out in Article 127.3(ii). A New Member Form of Election (whether in physical or electronic form) must be validly completed by or with respect to such New Member and received by the Company or its designated agent (in a form acceptable to it and in accordance with the instructions therein) on or prior to the Election Deadline for an election for Consideration Shares or Consideration Exchangeable Securities to be valid. If no valid election for Consideration Shares or Consideration Exchangeable Securities is received on or prior to the Election Deadline, the relevant New Member will be deemed to have chosen to receive payment of such cash consideration for each Post-Scheme Share in accordance with Article 127.3(i).
- 127.11** Article 127.10 shall not apply to any person who becomes a New Member pursuant to the exercise of an option or satisfaction of an award under one of the Alphawave Share Plans. In order to receive Consideration Shares or Consideration Exchangeable Securities, such New Members must validly complete and return a form of election for Alternative Offer 1 or Alternative Offer 2 by the Election Deadline in accordance with any instructions provided to them by the Company prior to the Scheme Effective Date. If no valid election by a relevant New Member for Alternative Offer 1 or Alternative Offer 2 is received on or prior to the Election Deadline, such New Member will be

deemed to have chosen to receive payment of such amount of cash in accordance with Article 127.3(i). The payment of cash or the delivery of Consideration Shares or Consideration Exchangeable Securities to any person who becomes a New Member pursuant to the exercise of an option or satisfaction of an award under one of the Alphawave Share Plans shall be subject to such arrangements to ensure that any member of the Alphawave Group complies with any obligation under law to withhold applicable taxes, social security contributions or levies in respect of such exercise or satisfaction or such payment or delivery as the Company may, in its sole discretion, determine.

- 127.12** Bidco shall: (i) settle any cash consideration due to a New Member under this Article by sending a cheque in U.S. dollars, and drawn on a UK clearing bank, in favour of the New Member for the consideration for such Post-Scheme Shares; and (ii) if applicable and subject to Article 127.3: (A) in respect of any Consideration Shares due to a New Member, transfer (or procure the transfer of) the relevant Consideration Shares to the New Member; and (B) in respect of any Consideration Exchangeable Securities due to a New Member, procure that Qualcomm CanCo allots and issues (or that Qualcomm CanCo shall procure the allotment and issuance) the relevant Consideration Exchangeable Securities to the New Member, and (if applicable) sends a cheque in U.S. dollars, and drawn on a UK clearing bank, in favour of the New Member in respect of any cash due in respect of fractional entitlements in accordance with Article 127.7 or in circumstances where the provisions of Article 127.3.2 apply, in either case with respect to (i) or (ii) within: (I) if the relevant Post-Scheme Shares are issued or transferred to the New Member on or before the date falling 60 days after the Scheme Effective Time, 14 days of the earlier of (a) the date falling 60 days after the Scheme Effective Time and (b) the receipt of a validly completed New Member Form of Election by the Company or its receiving agent; and (II) if the relevant Post-Scheme Shares are allotted and issued or transferred to the New Member after the date falling 60 days after the Scheme Effective Time, within 14 days of the date on which the relevant Post-Scheme Shares are allotted and issued or transferred to the New Member.
- 127.13** Notwithstanding any other provision of these Articles, neither the Company nor the directors shall register the transfer of any Scheme Shares between the Scheme Record Time and the Scheme Effective Time.

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Jan Frykhammar

Chair

Alphawave IP Group plc

Dated: 5 August 2025