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**UNITED STATES SECURITIES AND EXCHANGE COMMISSION**  
**Washington, D.C. 20549**  
**FORM 10-Q**

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the quarterly period ended **March 28, 2025**

**OR**

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number **001-05560**

**Skyworks Solutions, Inc.**

*(Exact name of registrant as specified in its charter)*

**Delaware**

*(State or other jurisdiction of incorporation or organization)*

**04-2302115**

*(I.R.S. Employer Identification No.)*

**5260 California Avenue**

**Irvine, California**

*(Address of principal executive offices)*

**92617**

*(Zip Code)*

**(949) 231-3000**

*(Registrant's telephone number, including area code)*

**Securities registered pursuant to Section 12(b) of the Act:**

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.25 per share	SWKS	Nasdaq Global Select Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.  Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).  Yes  No

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

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company  Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).  Yes  No

As of May 2, 2025, the registrant had 150,129,146 shares of common stock, par value \$0.25 per share, outstanding.

**SKYWORKS SOLUTIONS, INC.**  
**QUARTERLY REPORT ON FORM 10-Q**  
**FOR THE QUARTER ENDED MARCH 28, 2025**

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**PART 1. FINANCIAL INFORMATION****ITEM 1. FINANCIAL STATEMENTS.**

**SKYWORKS SOLUTIONS, INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
(Unaudited, in millions, except per share amounts)

	<b>Three Months Ended</b>		<b>Six Months Ended</b>	
	<b>March 28, 2025</b>	<b>March 29, 2024</b>	<b>March 28, 2025</b>	<b>March 29, 2024</b>
Net revenue	\$ 953.2	\$ 1,046.0	\$ 2,021.7	\$ 2,247.5
Cost of goods sold	561.6	625.7	1,188.2	1,320.7
Gross profit	391.6	420.3	833.5	926.8
Operating expenses:				
Research and development	186.5	154.4	362.9	307.3
Selling, general, and administrative	88.0	76.8	170.6	155.5
Amortization of intangibles	0.2	0.2	0.5	0.5
Restructuring, impairment, and other charges (benefits)	19.6	(0.3)	21.1	15.9
Total operating expenses	294.3	231.1	555.1	479.2
Operating income	97.3	189.2	278.4	447.6
Interest expense	(6.8)	(7.1)	(13.6)	(17.1)
Other income, net	11.9	10.8	28.0	14.1
Income before income taxes	102.4	192.9	292.8	444.6
Provision for income taxes	33.7	9.6	62.1	30.0
Net income	\$ 68.7	\$ 183.3	\$ 230.7	\$ 414.6
Earnings per share:				
Basic	\$ 0.43	\$ 1.14	\$ 1.45	\$ 2.59
Diluted	\$ 0.43	\$ 1.14	\$ 1.44	\$ 2.57
Weighted average shares:				
Basic	158.5	160.4	159.4	160.1
Diluted	158.8	161.4	160.1	161.3

See accompanying Notes to Consolidated Financial Statements.

**SKYWORKS SOLUTIONS, INC.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(Unaudited, in millions)

	<u>Three Months Ended</u>		<u>Six Months Ended</u>	
	<u>March 28, 2025</u>	<u>March 29, 2024</u>	<u>March 28, 2025</u>	<u>March 29, 2024</u>
Net income	\$ 68.7	\$ 183.3	\$ 230.7	\$ 414.6
Other comprehensive income (loss), net of tax:				
Fair value of investments	—	—	(0.1)	0.1
Pension adjustments	—	—	—	(0.2)
Comprehensive income	<u>\$ 68.7</u>	<u>\$ 183.3</u>	<u>\$ 230.6</u>	<u>\$ 414.5</u>

See accompanying Notes to Consolidated Financial Statements.

**SKYWORKS SOLUTIONS, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
(In millions, except per share amounts)

	As of	
	March 28, 2025 (unaudited)	September 27, 2024
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 1,387.8	\$ 1,368.6
Marketable securities	118.8	194.1
Receivables, net of allowances of \$0.9 and \$0.9, respectively	371.9	508.8
Inventory	678.3	784.8
Other current assets	478.7	484.7
Total current assets	3,035.5	3,341.0
Property, plant, and equipment, net	1,231.7	1,280.3
Operating lease right-of-use assets	200.4	191.6
Goodwill	2,176.7	2,176.7
Intangible assets, net	838.8	900.5
Deferred tax assets, net	303.5	303.5
Marketable securities	21.1	11.4
Other long-term assets	78.0	78.3
Total assets	\$ 7,885.7	\$ 8,283.3
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 193.1	\$ 171.8
Accrued compensation and benefits	110.3	127.9
Other current liabilities	309.8	303.0
Total current liabilities	613.2	602.7
Long-term debt	995.1	994.3
Long-term tax liabilities	99.8	127.9
Long-term operating lease liabilities	190.2	185.9
Other long-term liabilities	47.1	35.8
Total liabilities	1,945.4	1,946.6
Commitments and contingencies (Note 9)		
Stockholders' equity:		
Preferred stock, no par value: 25.0 shares authorized, no shares issued	—	—
Common stock, \$0.25 par value: 525.0 shares authorized; 153.6 shares issued and outstanding at March 28, 2025, and 159.9 shares issued and outstanding at September 27, 2024	38.4	40.0
Additional paid-in capital	—	269.4
Retained earnings	5,907.6	6,032.9
Accumulated other comprehensive loss	(5.7)	(5.6)
Total stockholders' equity	5,940.3	6,336.7
Total liabilities and stockholders' equity	\$ 7,885.7	\$ 8,283.3

See accompanying Notes to Consolidated Financial Statements.

**SKYWORKS SOLUTIONS, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(Unaudited, in millions)

	Six Months Ended	
	March 28, 2025	March 29, 2024
<b>Cash flows from operating activities:</b>		
Net income	\$ 230.7	\$ 414.6
Adjustments to reconcile net income to net cash provided by operating activities:		
Share-based compensation	113.8	99.3
Depreciation	136.2	130.0
Amortization of intangible assets	94.0	93.6
Deferred income taxes	19.7	(3.1)
Asset impairment charges	—	16.1
Amortization of debt discount and issuance costs	1.0	1.6
Other, net	(3.6)	(2.1)
Changes in assets and liabilities:		
Receivables, net	136.9	249.0
Inventory	112.0	277.7
Accounts payable	10.9	(3.4)
Other current and long-term assets and liabilities	(65.0)	(198.1)
<b>Net cash provided by operating activities</b>	<b>786.6</b>	<b>1,075.2</b>
<b>Cash flows from investing activities:</b>		
Capital expenditures	(77.5)	(49.8)
Purchased intangibles	(17.4)	(15.2)
Purchases of marketable securities	(280.0)	(11.3)
Sales and maturities of marketable securities	347.3	15.4
Other	2.2	4.4
<b>Net cash used in investing activities</b>	<b>(25.4)</b>	<b>(56.5)</b>
<b>Cash flows from financing activities:</b>		
Repurchase of common stock - payroll tax withholdings on equity awards	(38.9)	(33.4)
Repurchase of common stock - stock repurchase program	(500.0)	—
Dividends paid	(223.1)	(218.0)
Net proceeds from exercise of stock options	—	1.1
Proceeds from employee stock purchase plan	20.0	18.2
Payments of debt	—	(300.0)
<b>Net cash used in financing activities</b>	<b>(742.0)</b>	<b>(532.1)</b>
Net increase in cash and cash equivalents	19.2	486.6
Cash and cash equivalents at beginning of period	1,368.6	718.8
Cash and cash equivalents at end of period	<u>\$ 1,387.8</u>	<u>\$ 1,205.4</u>
<b>Supplemental cash flow disclosures:</b>		
Income taxes paid	\$ 115.0	\$ 129.8
Interest paid	\$ 12.4	\$ 15.3
Incentives paid in common stock	\$ —	\$ 1.2
Non-cash investing in capital expenditures, accrued but not paid	\$ 45.0	\$ 27.1
Operating lease assets obtained in exchange for new lease liabilities	\$ 19.6	\$ 12.6

See accompanying Notes to Consolidated Financial Statements.

**SKYWORKS SOLUTIONS, INC.**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
(Unaudited, in millions)

	Shares of common stock	Par value of common stock	Additional paid-in capital	Retained earnings	Accumulated other comprehensive loss	Total stockholders' equity
Balance at September 27, 2024	159.9	\$ 40.0	\$ 269.4	\$ 6,032.9	\$ (5.6)	\$ 6,336.7
Net income	—	—	—	162.0	—	162.0
Exercise and settlement of share-based awards, net of shares withheld for taxes	0.8	0.2	(38.5)	—	—	(38.3)
Share-based compensation expense	—	—	52.8	—	—	52.8
Dividends declared	—	—	—	(112.5)	—	(112.5)
Balance at December 27, 2024	<u>160.7</u>	<u>\$ 40.2</u>	<u>\$ 283.7</u>	<u>\$ 6,082.4</u>	<u>\$ (5.6)</u>	<u>\$ 6,400.7</u>
Net income	—	\$ —	\$ —	\$ 68.7	\$ —	\$ 68.7
Exercise and settlement of share-based awards, net of shares withheld for taxes	0.3	0.1	19.4	—	—	19.5
Share-based compensation expense	—	—	66.4	—	—	66.4
Repurchase of common stock	(7.4)	(1.9)	(369.5)	(132.9)	—	(504.3)
Dividends declared	—	—	—	(110.6)	—	(110.6)
Other comprehensive loss	—	—	—	—	(0.1)	(0.1)
Balance at March 28, 2025	<u>153.6</u>	<u>\$ 38.4</u>	<u>\$ —</u>	<u>\$ 5,907.6</u>	<u>\$ (5.7)</u>	<u>\$ 5,940.3</u>
Balance at September 29, 2023	159.5	\$ 39.9	\$ 172.4	\$ 5,876.0	\$ (5.6)	\$ 6,082.7
Net income	—	—	—	231.3	—	231.3
Exercise and settlement of share-based awards, net of shares withheld for taxes	0.7	0.2	(30.6)	—	—	(30.4)
Share-based compensation expense	—	—	52.6	—	—	52.6
Dividends declared	—	—	—	(108.9)	—	(108.9)
Other comprehensive loss	—	—	—	—	(0.1)	(0.1)
Balance at December 29, 2023	<u>160.2</u>	<u>\$ 40.1</u>	<u>\$ 194.4</u>	<u>\$ 5,998.4</u>	<u>\$ (5.7)</u>	<u>\$ 6,227.2</u>
Net income	—	\$ —	\$ —	\$ 183.3	\$ —	\$ 183.3
Exercise and settlement of share-based awards, net of shares withheld for taxes	0.2	—	17.5	—	—	17.5
Share-based compensation expense	—	—	40.3	—	—	40.3
Dividends declared	—	—	—	(109.1)	—	(109.1)
Balance at March 29, 2024	<u>160.4</u>	<u>\$ 40.1</u>	<u>\$ 252.2</u>	<u>\$ 6,072.6</u>	<u>\$ (5.7)</u>	<u>\$ 6,359.2</u>

See accompanying Notes to Consolidated Financial Statements.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### 1. DESCRIPTION OF BUSINESS AND BASIS OF PRESENTATION

Skyworks Solutions, Inc., together with its consolidated subsidiaries (“Skyworks” or the “Company”), is a leading developer, manufacturer and provider of analog and mixed-signal semiconductor products and solutions for numerous applications, including aerospace, automotive, broadband, cellular infrastructure, connected home, defense, entertainment and gaming, industrial, medical, smartphone, tablet, and wearables.

The accompanying unaudited interim consolidated financial statements have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”) for interim financial reporting. Certain information and footnote disclosures, normally included in annual consolidated financial statements prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”), have been condensed or omitted pursuant to those rules and regulations. However, in management’s opinion, the financial information reflects all adjustments, including those of a normal recurring nature, necessary to present fairly the results of operations, financial position, and cash flows of the Company for the periods presented. The results of operations, financial position, and cash flows for the Company during the interim periods are not necessarily indicative of those expected for the full year. This information should be read in conjunction with the Company’s financial statements and notes thereto contained in the Company’s Annual Report on Form 10-K for the fiscal year ended September 27, 2024, filed with the SEC on November 15, 2024, as amended by Amendment No. 1 to such Annual Report on Form 10-K, filed with the SEC on January 24, 2025 (“2024 10-K”). Certain items in the prior period financial statements have been reclassified to conform to the current period presentation.

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts of assets, liabilities, revenue, expenses, comprehensive income, and accumulated other comprehensive loss that are reported during the reporting period. The Company evaluates its estimates on an ongoing basis using historical experience and other factors, including the current economic environment. Judgment is required in determining the reserves for, and fair value of, items such as overall fair value assessments of assets and liabilities, particularly those classified as Level 2 or Level 3 in the fair value hierarchy, marketable securities, inventory, intangible assets associated with business combinations, share-based compensation, revenue reserves, loss contingencies, and income taxes. In addition, judgment is required in determining whether a potential indicator of impairment of long-lived assets, indefinite-lived intangible assets, and goodwill exists and in estimating future cash flows for any necessary impairment testing. Actual results could differ significantly from these estimates.

The Company’s fiscal year ends on the Friday closest to September 30. The fiscal year ending on October 3, 2025 consists of 53 weeks (“fiscal 2025”). The fiscal year ended on September 27, 2024 consisted of 52 weeks (“fiscal 2024”). The three and six months ended March 28, 2025, and March 29, 2024, each consisted of 13 weeks and 26 weeks, respectively.

#### *Recently Issued Accounting Pronouncements*

In November 2023, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2023-07, “Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosure” (“ASU 2023-07”). ASU 2023-07 requires disclosure of incremental segment information on an annual and interim basis. ASU 2023-07 is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, on a retrospective basis. Early adoption is permitted. The Company is currently evaluating the impact of ASU 2023-07 on its consolidated financial statements and related disclosures.

In December 2023, the FASB issued ASU 2023-09, “Income Taxes (Topic 740): Improvements to Income Tax Disclosures” (“ASU 2023-09”). ASU 2023-09 includes amendments that further enhance income tax disclosures, primarily through standardization and disaggregation of rate reconciliation categories and income taxes paid by jurisdiction. ASU 2023-09 is effective for annual periods beginning after December 15, 2024, on either a prospective or retrospective basis, with early adoption permitted. The Company is currently evaluating the impact of ASU 2023-09 on its consolidated financial statements and related disclosures.

In November 2024, the FASB issued ASU 2024-03, “Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses” (“ASU 2024-03”). ASU 2024-03 requires disaggregated disclosure of certain expense captions into specified categories in the notes to financial statements on an annual and interim basis. ASU 2024-03 is effective for annual periods beginning after December 15, 2026, and interim periods within annual periods beginning after December 15, 2027, on either a prospective or retrospective basis. Early adoption is permitted. The Company is currently evaluating the impact of ASU 2024-03 on its consolidated financial statements and related disclosures.

## 2. REVENUE RECOGNITION

The Company presents net revenue by geographic area, based upon the location of the original equipment manufacturers' ("OEMs") headquarters, and by sales channel, as it believes that doing so best depicts how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors. Individually insignificant OEMs are presented based upon the location of the Company's direct customer, which is typically a distributor.

Net revenue by geographic area is as follows (in millions):

	Three Months Ended		Six Months Ended	
	March 28, 2025	March 29, 2024	March 28, 2025	March 29, 2024
United States	\$ 712.6	\$ 795.1	\$ 1,571.0	\$ 1,764.3
China	64.6	76.9	128.9	156.8
Taiwan	72.9	74.1	119.9	145.4
South Korea	46.3	59.7	94.5	105.2
Europe, Middle East, and Africa	47.1	29.2	88.7	56.3
Other Asia-Pacific	9.7	11.0	18.7	19.5
Total net revenue	\$ 953.2	\$ 1,046.0	\$ 2,021.7	\$ 2,247.5

Net revenue by sales channel is as follows (in millions):

	Three Months Ended		Six Months Ended	
	March 28, 2025	March 29, 2024	March 28, 2025	March 29, 2024
Distributors	\$ 833.2	\$ 914.7	\$ 1,784.1	\$ 1,977.9
Direct customers	120.0	131.3	237.6	269.6
Total net revenue	\$ 953.2	\$ 1,046.0	\$ 2,021.7	\$ 2,247.5

The Company's revenue from external customers is generated principally from the sale of semiconductor products. Accordingly, the Company considers its product offerings to be similar in nature and therefore not segregated for reporting purposes.

## 3. MARKETABLE SECURITIES

The Company's portfolio of available-for-sale marketable securities consists of the following (in millions):

	Current		Noncurrent	
	March 28, 2025	September 27, 2024	March 28, 2025	September 27, 2024
U.S. Treasury and government securities	\$ 99.8	\$ 39.0	\$ 21.1	\$ 11.1
Corporate bonds and notes	19.0	155.0	—	0.3
Municipal bonds	—	0.1	—	—
Total marketable securities	\$ 118.8	\$ 194.1	\$ 21.1	\$ 11.4

The contractual maturities of noncurrent available-for-sale marketable securities were within two years or less of issuance of the applicable securities. Neither gross unrealized gains and losses nor realized gains and losses were material as of March 28, 2025, or September 27, 2024.

## 4. FAIR VALUE

### *Assets and Liabilities Measured and Recorded at Fair Value on a Recurring Basis*

The Company groups its financial assets and liabilities measured at fair value on a recurring basis in three levels, based on the markets in which the assets and liabilities are traded and the reliability of the assumptions used to determine fair value. These levels are:

- Level 1 - Quoted prices in active markets for identical assets or liabilities.
- Level 2 - Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets with insufficient volume or infrequent transactions (less-active markets), or model-driven valuations in which all significant inputs are observable or can be derived principally from, or corroborated with, observable market data.
- Level 3 - Fair value is derived from valuation techniques in which one or more significant inputs are unobservable, including assumptions and judgments made by the Company.

Assets and liabilities recorded at fair value on a recurring basis consisted of the following (in millions):

	As of							
	March 28, 2025				September 27, 2024			
	Total	Fair Value Measurements			Total	Fair Value Measurements		
Level 1		Level 2	Level 3	Level 1		Level 2	Level 3	
<b>Assets</b>								
Cash and cash equivalents (1)	\$ 1,387.8	\$ 1,192.6	\$ 195.2	\$ —	\$ 1,368.6	\$ 1,199.1	\$ 169.5	\$ —
U.S. Treasury and government securities	120.9	99.4	21.5	—	50.1	36.5	13.6	—
Corporate bonds and notes	19.0	—	19.0	—	155.3	—	155.3	—
Municipal bonds	—	—	—	—	0.1	—	0.1	—
Total assets at fair value	<u>\$ 1,527.7</u>	<u>\$ 1,292.0</u>	<u>\$ 235.7</u>	<u>\$ —</u>	<u>\$ 1,574.1</u>	<u>\$ 1,235.6</u>	<u>\$ 338.5</u>	<u>\$ —</u>

(1) Cash equivalents included in Levels 1 and 2 consist of money market funds, corporate bonds and notes, and U.S. Treasury and government securities purchased with less than ninety days until maturity.

#### ***Assets Measured and Recorded at Fair Value on a Nonrecurring Basis***

The Company's non-financial assets and liabilities, such as goodwill, intangible assets, and other long-lived assets resulting from business combinations, are measured at fair value using income approach valuation methodologies at the date of acquisition and are subsequently re-measured if there are indicators of impairment. There were no indicators of impairment identified during the three and six months ended March 28, 2025. During the three months ended March 29, 2024, there were no indicators of impairment identified. During the six months ended March 29, 2024, the Company recorded an impairment charge of \$16.1 million related to the abandonment of a previously capitalized in-process research and development ("IPR&D") project recorded within restructuring, impairment, and other charges (benefits).

#### ***Fair Value of Debt***

The Company's debt is carried at amortized cost and is measured at fair value quarterly for disclosure purposes. The estimated fair values are based on Level 2 inputs as the fair value is based on quoted prices for the Company's debt and comparable instruments in inactive markets.

The carrying amount and estimated fair value of debt consists of the following (in millions):

	As of			
	March 28, 2025		September 27, 2024	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
1.80% Senior Notes due 2026	\$ 499.0	\$ 481.8	\$ 498.5	\$ 478.4
3.00% Senior Notes due 2031	496.1	431.9	495.8	441.2
Total debt under Senior Notes	<u>\$ 995.1</u>	<u>\$ 913.7</u>	<u>\$ 994.3</u>	<u>\$ 919.6</u>

## 5. INVENTORY

Inventory consists of the following (in millions):

	As of	
	March 28, 2025	September 27, 2024
Raw materials	\$ 35.7	\$ 30.3
Work-in-process	429.9	520.5
Finished goods	212.7	234.0
Total inventory	\$ 678.3	\$ 784.8

## 6. PROPERTY, PLANT, AND EQUIPMENT, NET

Property, plant, and equipment, net consists of the following (in millions):

	As of	
	March 28, 2025	September 27, 2024
Land and improvements	\$ 11.9	\$ 11.9
Buildings and improvements	630.6	610.2
Furniture and fixtures	95.2	81.3
Machinery and equipment	3,420.1	3,418.0
Construction in progress	91.3	88.7
Total property, plant, and equipment, gross	4,249.1	4,210.1
Accumulated depreciation	(3,017.4)	(2,929.8)
Total property, plant, and equipment, net	\$ 1,231.7	\$ 1,280.3

## 7. GOODWILL AND INTANGIBLE ASSETS

There were no changes to the carrying amount of goodwill during the three and six months ended March 28, 2025.

The Company tests its goodwill and its indefinite-lived intangible assets for impairment annually as of the first day of its fourth fiscal quarter and in interim periods if certain events occur indicating the carrying value may be impaired. There were no indicators of goodwill and IPR&D impairment noted during the three and six months ended March 28, 2025. Refer to Note 4 for a discussion of an IPR&D impairment of \$16.1 million during the six months ended March 29, 2024. There were no indicators of IPR&D impairment noted during the three months ended March 29, 2024.

Intangible assets consist of the following (in millions):

	Weighted Average Amortization Period (Years)	As of					
		March 28, 2025			September 27, 2024		
		Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Developed technology and other	6.4	\$ 1,388.6	\$ (602.7)	\$ 785.9	\$ 1,379.6	\$ (540.7)	\$ 838.9
Technology licenses	3.2	106.6	(64.4)	42.2	75.0	(48.8)	26.2
In-process research and development		10.7	—	10.7	35.4	—	35.4
Total intangible assets		\$ 1,505.9	\$ (667.1)	\$ 838.8	\$ 1,490.0	\$ (589.5)	\$ 900.5

Fully amortized intangible assets are eliminated from both the gross and accumulated amortization amounts in the first quarter of each fiscal year. During each of the three and six months ended March 28, 2025, \$24.7 million of IPR&D assets were transferred to definite-lived intangible assets, and are being amortized over their useful lives of 8 years. During each of the three and six months ended March 29, 2024, \$55.7 million of IPR&D assets were transferred to definite-lived intangible assets, and are being

amortized over their useful lives of 8 years. Amortization expense related to definite-lived intangible assets was \$45.6 million and \$94.0 million for the three and six months ended March 28, 2025, respectively, primarily recorded within cost of goods sold. Amortization expense related to definite-lived intangible assets was \$45.5 million and \$93.6 million for the three and six months ended March 29, 2024, respectively, primarily recorded within cost of goods sold.

Annual amortization expense for the next five fiscal years related to definite-lived intangible assets, excluding IPR&D, is expected to be as follows (in millions):

	Remaining 2025	2026	2027	2028	2029	Thereafter
Amortization expense	\$ 86.8	\$ 152.7	\$ 136.6	\$ 107.5	\$ 90.0	\$ 254.5

## 8. INCOME TAXES

The provision for income taxes consists of the following components (in millions):

	Three Months Ended		Six Months Ended	
	March 28, 2025	March 29, 2024	March 28, 2025	March 29, 2024
United States income taxes	\$ 7.4	\$ (4.6)	\$ 22.5	\$ 7.5
Foreign income taxes	26.3	14.2	39.6	22.5
Provision for income taxes	\$ 33.7	\$ 9.6	\$ 62.1	\$ 30.0
Effective tax rate	32.9 %	5.0 %	21.2 %	6.7 %

The difference between the Company's effective tax rate and the 21.0% United States federal statutory rate for the three and six months ended March 28, 2025 and March 29, 2024 resulted primarily from foreign earnings taxed at rates lower than the federal statutory rate, a benefit from foreign-derived intangible income deduction ("FDII"), and research and experimentation and foreign tax credits earned, partially offset by a tax on global intangible low-taxed income ("GILTI"), and tax expense related to share-based compensation shortfalls. In addition to the aforementioned factors, the Company's effective tax rate was higher than the 21.0% United States federal statutory rate for the three and six months ended March 28, 2025, due to the remeasurement of existing net deferred tax liabilities in Singapore.

In August 2022, the U.S. government enacted the Inflation Reduction Act, which imposes a corporate alternative minimum tax ("CAMT") of 15% on corporations with three-year average annual adjusted financial statement income exceeding \$1.0 billion. The Company was subject to the provisions of CAMT beginning in fiscal 2024. CAMT had no impact to the Company's consolidated financial statements during the three and six months ended March 28, 2025 and March 29, 2024.

In December 2021, the Organization for Economic Co-operation and Development's ("OECD") Inclusive Framework on Base Erosion and Profit Shifting ("BEPS") released Global Anti-Base Erosion ("GloBE") rules under Pillar Two. Many countries have implemented laws based on Pillar Two which is effective for the Company beginning in fiscal 2025. Pillar Two did not have a material impact on the Company's consolidated financial statements during the three and six months ended March 28, 2025.

## 9. COMMITMENTS AND CONTINGENCIES

### Legal Matters

From time to time, various lawsuits, claims, and proceedings have been, and may in the future be, instituted or asserted against the Company, including those pertaining to patent infringement, intellectual property, securities litigation, environmental hazards, product liability and warranty, safety and health, employment, and contractual matters.

The semiconductor industry is characterized by vigorous protection and pursuit of intellectual property rights. From time to time, third parties have asserted and may in the future assert patent, copyright, trademark, and other intellectual property rights to technologies that are important to the Company's business and have demanded and may in the future demand that the Company license their technology. The outcome of any such litigation cannot be predicted with certainty and some such lawsuits, claims, or proceedings may be disposed of unfavorably to the Company. Generally speaking, intellectual property disputes often have a risk of injunctive relief, which, if imposed against the Company, could materially and adversely affect the Company's financial condition or results of operations. From time to time the Company may also be involved in legal proceedings in the ordinary course of business.

The Company monitors the status of legal proceedings and other contingencies on an ongoing basis to assess whether loss contingencies should be recognized and disclosed in its financial statements and footnotes. The Company does not believe there are any pending legal proceedings that are reasonably possible to result in a material loss. The Company is engaged in various legal actions in the normal course of business and, while there can be no assurances, the Company believes the outcome of all pending litigation involving the Company will not have, individually or in the aggregate, a material adverse effect on its business or financial statements.

### ***Guarantees and Indemnities***

The Company has made no significant contractual guarantees for the benefit of third parties. However, the Company generally indemnifies its customers from third-party intellectual property infringement litigation claims related to its products and, on occasion, also provides other indemnities related to product sales. In connection with certain facility leases, the Company has indemnified its lessors for certain claims arising from the facility or the lease.

The Company indemnifies its directors and officers to the maximum extent permitted under the laws of the state of Delaware. The duration of the indemnities varies and in many cases is indefinite. The indemnities to customers in connection with product sales generally are subject to limits based upon the amount of the related product sales and in many cases are subject to geographic and other restrictions. In certain instances, the Company's indemnities do not provide for any limitation of the maximum potential future payments the Company could be obligated to make. The Company has not recorded any liability for these indemnities in the accompanying consolidated balance sheets and does not expect that such obligations will have a material adverse impact on its financial statements.

### ***Purchase Commitments***

The Company purchases materials primarily pursuant to individual purchase orders, some of which have underlying master purchase agreements. Some of these purchase commitments are cancellable, and some are non-cancelable, depending on the terms with each individual supplier. In the event of cancellation, the Company may be required to pay costs incurred through the date of cancellation or other fees. When cancellation would result in incurring costs or other fees, the Company has historically sought to negotiate amended terms to the original agreements and orders to limit its exposure. As such, the Company believes that purchase commitments as of any particular date may not be a reliable indicator of future liabilities.

The Company maintains certain minimum purchase commitments under long-term capacity reservation agreements primarily with foundries for the purchase of wafers. Under these agreements, the Company has agreed to pay a combination of refundable deposits and prepayments to the suppliers in exchange for reserved manufacturing production capacity over the term of the agreements. As of March 28, 2025, deposits and prepayments under the long-term capacity reservation agreements were \$148.6 million, with \$126.2 million recorded within other current assets and \$22.4 million recorded within other long-term assets. As of September 27, 2024, deposits and prepayments under the long-term capacity reservation agreements were \$167.8 million, with \$144.7 million recorded within other current assets and \$23.1 million recorded within other long-term assets.

## **10. STOCKHOLDERS' EQUITY**

### ***Stock Repurchase and Retirement***

On February 4, 2025, the Board of Directors approved a new stock repurchase program ("February 4, 2025 stock repurchase program"), pursuant to which the Company is authorized to repurchase up to \$2.0 billion of its common stock from time to time through February 3, 2027, on the open market or in privately negotiated transactions, in compliance with applicable securities laws and other legal requirements. The February 4, 2025 stock repurchase program succeeds in its entirety the stock repurchase program approved by the Board of Directors on January 31, 2023 ("January 31, 2023 stock repurchase program"). The timing and amount of any shares of the Company's common stock that are repurchased under the February 4, 2025 stock repurchase program will be determined by the Company's management based on its evaluation of market conditions and other factors. The February 4, 2025 stock repurchase program may be suspended or discontinued at any time. The Company currently expects to fund the February 4, 2025 stock repurchase program using the Company's working capital.

During each of the three and six months ended March 28, 2025, the Company repurchased 7.4 million shares of its common stock for \$504.3 million (including commissions and excise tax, as applicable), all of which shares were repurchased pursuant to the February 4, 2025 stock repurchase program. As of March 28, 2025, approximately \$1.5 billion remained available under the February 4, 2025 stock repurchase program.

During the three and six months ended March 29, 2024, the Company did not repurchase any shares of its common stock pursuant to the January 31, 2023 stock repurchase program.

### Dividends

On May 7, 2025, the Company announced that the Board of Directors had declared a cash dividend on the Company's common stock of \$0.70 per share. This dividend is payable on June 17, 2025, to the Company's stockholders of record as of the close of business on May 27, 2025. Future dividends are subject to declaration by the Board of Directors.

Dividends charged to retained earnings were as follows (in millions, except per share data):

	Fiscal Years Ended			
	October 3, 2025		September 27, 2024	
	Per Share	Total Amount	Per Share	Total Amount
First quarter	\$ 0.70	\$ 112.5	\$ 0.68	\$ 108.9
Second quarter	0.70	110.6	0.68	109.1
Total dividends	\$ 1.40	\$ 223.1	\$ 1.36	\$ 218.0

### Share-based Compensation

The following table summarizes the share-based compensation expense by line item in the Consolidated Statements of Operations (in millions):

	Three Months Ended		Six Months Ended	
	March 28, 2025	March 29, 2024	March 28, 2025	March 29, 2024
Cost of goods sold	\$ 5.7	\$ 11.5	\$ 13.0	\$ 20.3
Research and development	27.6	19.9	53.2	45.2
Selling, general, and administrative	16.9	14.6	35.1	33.8
Restructuring, impairment, and other charges (benefits)	12.5	—	12.5	—
Total share-based compensation	\$ 62.7	\$ 46.0	\$ 113.8	\$ 99.3

## 11. EARNINGS PER SHARE

The following table sets forth the computation of basic and diluted earnings per share (in millions, except per share amounts):

	Three Months Ended		Six Months Ended	
	March 28, 2025	March 29, 2024	March 28, 2025	March 29, 2024
Net income	\$ 68.7	\$ 183.3	\$ 230.7	\$ 414.6
Weighted average shares outstanding – basic	158.5	160.4	159.4	160.1
Dilutive effect of equity-based awards	0.3	1.0	0.7	1.2
Weighted average shares outstanding – diluted	158.8	161.4	160.1	161.3
Net income per share – basic	\$ 0.43	\$ 1.14	\$ 1.45	\$ 2.59
Net income per share – diluted	\$ 0.43	\$ 1.14	\$ 1.44	\$ 2.57
Anti-dilutive common stock equivalents	2.6	0.3	0.1	—

Basic earnings per share are calculated by dividing net income by the weighted average number of shares of the Company's common stock outstanding during the period. The calculation of diluted earnings per share includes the dilutive effect of equity-based awards that were outstanding during the three and six months ended March 28, 2025, and March 29, 2024, using the treasury stock method. Shares issuable upon the vesting of performance stock awards are likewise included in the calculation of diluted earnings per share as of the date the condition(s) have been satisfied, assuming the end of the reporting period was the end

of the contingency period. Certain of the Company's outstanding share-based awards, noted in the table above, were excluded because they were anti-dilutive, but they could become dilutive in the future.

## 12. SUPPLEMENTAL FINANCIAL INFORMATION

Other current assets consist of the following (in millions):

	As of	
	March 28, 2025	September 27, 2024
Prepaid expenses	\$ 214.5	\$ 234.8
Other	264.2	249.9
Total other current assets	\$ 478.7	\$ 484.7

Other current liabilities consist of the following (in millions):

	As of	
	March 28, 2025	September 27, 2024
Accrued customer liabilities	\$ 187.4	\$ 192.2
Accrued taxes	41.9	52.5
Short-term operating lease liabilities	24.3	20.2
Other	56.2	38.1
Total other current liabilities	\$ 309.8	\$ 303.0

**ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.**

This report and other documents we have filed with the SEC contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities and Exchange Act of 1934, as amended (the “Exchange Act”), and are subject to the “safe harbor” created by those sections. Any statements that are not statements of historical fact should be considered to be forward-looking statements. Words such as “anticipates”, “believes”, “continue”, “could”, “estimates”, “expects”, “forecasts”, “intends”, “may”, “plans”, “potential”, “predicts”, “projects”, “seek”, “should”, “targets”, “will”, “would”, and similar expressions or variations or negatives of such words are intended to identify forward-looking statements, but are not the exclusive means of identifying forward-looking statements in this report. Additionally, statements concerning future matters such as the possible impacts of geopolitical conflicts, tariffs, export controls, inflation, recession, and global health crises, as well as the development of new products, enhancements of technologies, sales levels, expense levels, the benefits of acquisitions we have made or may make in the future, and other statements regarding matters that are not historical are forward-looking statements. Although forward-looking statements in this report reflect the good faith judgment of our management as of the date the statement is first made, such statements can only be based on facts and factors then known and understood by us. Consequently, forward-looking statements involve inherent risks and uncertainties, and actual financial results and outcomes may differ materially and adversely from the results and outcomes discussed in or anticipated by the forward-looking statements. A number of important factors could cause actual financial results to differ materially and adversely from those in the forward-looking statements. We urge you to consider the risks and uncertainties discussed in the 2024 10-K, under the heading “Risk Factors” and in the other documents filed by us with the SEC in evaluating our forward-looking statements. We have no plans, and undertake no obligation, to revise or update our forward-looking statements to reflect any event or circumstance that may arise after the date of the initial filing of this Quarterly Report on Form 10-Q. We caution readers not to place undue reliance upon any such forward-looking statements, which speak only as of the date made.

In this document, the words “we”, “our”, “ours”, “us”, “Skyworks”, and “the Company” refer only to Skyworks Solutions, Inc., and its consolidated subsidiaries and not any other person or entity.

## RESULTS OF OPERATIONS

### Three and Six Months Ended March 28, 2025, and March 29, 2024

The following table sets forth the results of our operations expressed as a percentage of net revenue:

	Three Months Ended		Six Months Ended	
	March 28, 2025	March 29, 2024	March 28, 2025	March 29, 2024
Net revenue	100.0 %	100.0 %	100.0 %	100.0 %
Cost of goods sold	58.9	59.8	58.8	58.8
Gross profit	41.1	40.2	41.2	41.2
Operating expenses:				
Research and development	19.6	14.8	18.0	13.7
Selling, general, and administrative	9.2	7.3	8.4	6.9
Amortization of intangibles	—	—	—	—
Restructuring, impairment, and other charges (benefits)	2.1	—	1.0	0.7
Total operating expenses	30.9	22.1	27.4	21.3
Operating income	10.2	18.1	13.8	19.9
Interest expense	(0.7)	(0.7)	(0.7)	(0.8)
Other income, net	1.2	1.0	1.4	0.7
Income before income taxes	10.7	18.4	14.5	19.8
Provision for income taxes	3.5	0.9	3.1	1.3
Net income	7.2 %	17.5 %	11.4 %	18.4 %

## OVERVIEW

We, together with our consolidated subsidiaries, are a leading developer, manufacturer and provider of analog and mixed-signal semiconductor products and solutions for numerous applications, including aerospace, automotive, broadband, cellular infrastructure, connected home, defense, entertainment and gaming, industrial, medical, smartphone, tablet, and wearables.

### General

During the three months ended March 28, 2025, the following key factors contributed to our overall results of operations, financial position, and cash flows:

- Net revenue decreased to \$953.2 million for the three months ended March 28, 2025, as compared to \$1,046.0 million for the corresponding period in fiscal 2024, driven primarily by a decrease in demand for our mobile products partially offset by an increase in demand for our non-mobile products.
- Our ending cash, cash equivalents, and marketable securities balance decreased to \$1,527.7 million. The decrease in cash, cash equivalents, and marketable securities during the three months ended March 28, 2025, was primarily due to share repurchases of \$500.0 million, dividend payments of \$110.6 million, and capital expenditures of \$38.5 million, partially offset by cash generated from operations of \$409.5 million.
- On February 4, 2025, the Board of Directors appointed Philip Brace as the President and Chief Executive Officer of the Company and as a director, effective February 17, 2025 (the “Chief Executive Officer Transition”).
- On May 7, 2025, we announced two additional senior management transitions, with Mark P. Dentinger joining the Company as Senior Vice President and Chief Financial Officer, effective as of June 2, 2025, and Todd J. Lepinski joining the Company as Senior Vice President, Sales and Marketing, effective as of June 2, 2025.

### Net Revenue

(dollars in millions)	Three Months Ended			Six Months Ended		
	March 28, 2025	Change	March 29, 2024	March 28, 2025	Change	March 29, 2024
Net revenue	\$ 953.2	(8.9)%	\$ 1,046.0	\$ 2,021.7	(10.0)%	\$ 2,247.5

We market and sell our products indirectly through electronic components distributors and directly to OEMs of communications and electronics products, third-party original design manufacturers, and contract manufacturers. We generally experience seasonal peaks during our fourth and first fiscal quarters (which correspond to the second half of the calendar year), primarily as a result of increased worldwide production of consumer electronics in anticipation of holiday sales, whereas our second and third fiscal quarters are typically lower and in line with seasonal industry trends. In addition, beginning in the fourth quarter of fiscal 2025, we expect revenues will be negatively impacted by a decrease in market share at a significant customer.

The decrease in net revenue for the three and six months ended March 28, 2025, as compared with the corresponding periods in fiscal 2024, was driven primarily by a decrease in demand for our mobile products partially offset by an increase in demand for our non-mobile products.

### Gross Profit

(dollars in millions)	Three Months Ended			Six Months Ended		
	March 28, 2025	Change	March 29, 2024	March 28, 2025	Change	March 29, 2024
Gross profit	\$ 391.6	(6.8)%	\$ 420.3	\$ 833.5	(10.1)%	\$ 926.8
% of net revenue	41.1 %		40.2 %	41.2 %		41.2 %

Gross profit represents net revenue less cost of goods sold. Our cost of goods sold consists primarily of purchased materials, labor, and overhead (including depreciation, share-based compensation expense, and amortization of acquisition intangibles) associated with product manufacturing. Erosion of average selling prices of established products is typical of the semiconductor industry. Consistent with trends in the industry, we anticipate that average selling prices for our established products will continue to decline over time. As part of our normal course of business, we intend to improve gross profit with efforts to increase unit volumes, improve manufacturing efficiencies, lower manufacturing costs of existing products, and by introducing new and higher value-added products.

The decrease in gross profit for the three months ended March 28, 2025, as compared with the corresponding period in fiscal 2024, was primarily the result of lower net revenue. The decrease in gross profit for the six months ended March 28, 2025, as compared with the corresponding period in fiscal 2024, was primarily the result of lower unit volumes, unfavorable product mix, and lower average selling prices.

### Research and Development

(dollars in millions)	Three Months Ended			Six Months Ended		
	March 28, 2025	Change	March 29, 2024	March 28, 2025	Change	March 29, 2024
Research and development	\$ 186.5	20.8%	\$ 154.4	\$ 362.9	18.1%	\$ 307.3
% of net revenue	19.6 %		14.8 %	18.0 %		13.7 %

Research and development expenses consist primarily of direct personnel costs including share-based compensation expense, costs for pre-production evaluation units and testing of new devices, non-production masks, engineering prototypes, and design tool costs.

The increase in research and development expenses for the three and six months ended March 28, 2025, as compared with the corresponding periods in fiscal 2024, was primarily related to increases in certain headcount-related expenses, including share-based compensation and costs for engineering prototypes as a result of our increased investment in developing new technologies and products.

### ***Selling, General, and Administrative***

(dollars in millions)	Three Months Ended			Six Months Ended		
	March 28, 2025	Change	March 29, 2024	March 28, 2025	Change	March 29, 2024
Selling, general, and administrative	\$ 88.0	14.6%	\$ 76.8	\$ 170.6	9.7%	\$ 155.5
% of net revenue	9.2 %		7.3 %	8.4 %		6.9 %

Selling, general, and administrative expenses include legal and related costs, accounting, treasury, human resources, information systems, customer service, bad debt expense, sales commissions, share-based compensation expense, advertising, marketing, costs associated with business combinations completed or contemplated during the period, and other costs.

The increase in selling, general, and administrative expenses for the three and six months ended March 28, 2025, as compared with the corresponding periods in fiscal 2024, was primarily related to increases in headcount-related expenses, including share-based compensation and increases in professional services costs.

### ***Amortization of Intangibles***

(dollars in millions)	Three Months Ended			Six Months Ended		
	March 28, 2025	Change	March 29, 2024	March 28, 2025	Change	March 29, 2024
Amortization of intangibles	\$ 0.2	—%	\$ 0.2	\$ 0.5	—%	\$ 0.5
% of net revenue	— %		— %	— %		— %

Amortization expense of intangible assets was consistent for the three and six months ended March 28, 2025, as compared with the corresponding periods in fiscal 2024.

### ***Restructuring, Impairment, and Other Charges (Benefits)***

(dollars in millions)	Three Months Ended			Six Months Ended		
	March 28, 2025	Change	March 29, 2024	March 28, 2025	Change	March 29, 2024
Restructuring, impairment, and other charges (benefits)	\$ 19.6	(6,633.3)%	\$ (0.3)	\$ 21.1	32.7%	\$ 15.9
% of net revenue	2.1 %		— %	1.0 %		0.7 %

The increase in restructuring, impairment, and other charges (benefits) for the three and six months ended March 28, 2025, as compared with the corresponding periods in fiscal 2024, was primarily due to charges incurred in connection with the Chief Executive Officer Transition.

### ***Interest Expense***

(dollars in millions)	Three Months Ended			Six Months Ended		
	March 28, 2025	Change	March 29, 2024	March 28, 2025	Change	March 29, 2024
Interest expense	\$ 6.8	(4.2)%	\$ 7.1	\$ 13.6	(20.5)%	\$ 17.1
% of net revenue	0.7 %		0.7 %	0.7 %		0.8 %

The decrease in interest expense for the three and six months ended March 28, 2025, as compared with the corresponding periods in fiscal 2024, was due to certain debt repayments in prior periods that reduced the amount of outstanding indebtedness.

### Other Income, Net

(dollars in millions)	Three Months Ended			Six Months Ended		
	March 28, 2025	Change	March 29, 2024	March 28, 2025	Change	March 29, 2024
Other income, net	\$ 11.9	10.2%	\$ 10.8	\$ 28.0	98.6%	\$ 14.1
% of net revenue	1.2 %		1.0 %	1.4 %		0.7 %

The increase in other income, net for the three and six months ended March 28, 2025, as compared with the corresponding periods in fiscal 2024, was primarily due to an increase in interest income generated from cash, cash equivalents, and marketable securities.

### Provision for Income Taxes

(dollars in millions)	Three Months Ended			Six Months Ended		
	March 28, 2025	Change	March 29, 2024	March 28, 2025	Change	March 29, 2024
Provision for income taxes	\$ 33.7	251.0%	\$ 9.6	\$ 62.1	107.0%	\$ 30.0
% of net revenue	3.5 %		0.9 %	3.1 %		1.3 %

We recorded a provision for income taxes of \$33.7 million (which consisted of \$7.4 million and \$26.3 million related to United States and foreign income taxes, respectively) and \$62.1 million (which consisted of \$22.5 million and \$39.6 million related to United States and foreign income taxes, respectively) for the three and six months ended March 28, 2025, respectively.

The increase in income tax expense for the three and six months ended March 28, 2025, as compared with the corresponding periods in fiscal 2024, was primarily due to higher foreign taxes including the tax impact of remeasuring existing net deferred tax liabilities in Singapore, a lower Foreign-Derived Intangible Income ("FDII") benefit, and an increase in tax expense related to a change in the reserve for uncertain tax positions, partially offset by a decrease in Global Intangible Low-Taxed Income ("GILTI"), net of foreign tax credits.

We continue to monitor changes in tax laws that could arise related to the BEPS project of the OECD, including Pillar Two. Many countries have implemented laws based on Pillar Two which is effective for us beginning in fiscal 2025. While we do not expect these enacted laws to materially impact our effective tax rate for fiscal 2025, we continue to evaluate the impact of proposed and enacted legislative changes to our effective tax rate as new guidance becomes available.

### LIQUIDITY AND CAPITAL RESOURCES

(in millions)	Six Months Ended	
	March 28, 2025	March 29, 2024
Cash and cash equivalents at beginning of period	\$ 1,368.6	\$ 718.8
Net cash provided by operating activities	786.6	1,075.2
Net cash used in investing activities	(25.4)	(56.5)
Net cash used in financing activities	(742.0)	(532.1)
Cash and cash equivalents at end of period	\$ 1,387.8	\$ 1,205.4

#### Cash provided by operating activities:

Cash provided by operating activities consists of net income for the period adjusted for certain non-cash items and changes in certain operating assets and liabilities. The \$288.6 million decrease in cash provided by operating activities during the six months ended March 28, 2025, as compared with the corresponding period in fiscal 2024, was primarily related to lower net income and a smaller decrease in working capital of \$130.4 million, due primarily to inventory and accounts receivables.

#### Cash used in investing activities:

Cash used in investing activities consists primarily of cash paid to purchase marketable securities, capital expenditures, and cash paid to acquire intangible assets, partially offset by cash received related to the sale or maturity of marketable securities. The \$31.1 million decrease in cash used in investing activities during the six months ended March 28, 2025, as compared with the corresponding period in fiscal 2024, was primarily related to an increase of \$331.9 million in the sale or maturity of marketable

securities, partially offset by an increase of \$268.7 million in purchases of marketable securities and an increase of \$27.7 million in capital expenditures.

***Cash used in financing activities:***

Cash used in financing activities consists primarily of proceeds and payments related to our long-term borrowings and cash transactions related to equity. The \$209.9 million increase in cash used in financing activities during the six months ended March 28, 2025, as compared with the corresponding period in fiscal 2024, was primarily related to an increase of \$500.0 million in share repurchases, partially offset by a decrease of \$300.0 million for the repayment of debt.

***Liquidity:***

Cash, cash equivalents, and marketable securities totaled \$1,527.7 million as of March 28, 2025, representing a decrease of \$46.4 million from September 27, 2024.

We have outstanding \$500.0 million of Notes Due 2026 and \$500.0 million of Notes Due 2031 (the “Notes”). We have a Revolving Credit Agreement (the “Revolving Credit Agreement”) under which we may borrow up to \$750.0 million for general corporate purposes and working capital needs of the Company and its subsidiaries. As of March 28, 2025, there were no borrowings outstanding under the revolving credit facility (the “Revolver”). The Revolving Credit Agreement expires July 26, 2026.

Based on our historical results of operations, we expect that our cash, cash equivalents, and marketable securities on hand, the cash we expect to generate from operations, and funds from our Revolver, will be sufficient to fund our short-term and long-term liquidity requirements primarily arising from: research and development, capital expenditures, potential acquisitions, working capital, quarterly cash dividend payments (if such dividends are declared by the Board of Directors), share repurchases, outstanding commitments, and other liquidity requirements associated with existing operations. However, we cannot be certain that our cash, cash equivalents, and marketable securities on hand, cash generated from operations, and funds from our Revolver will be available in the future to fund all of our capital and operating requirements. In addition, any future strategic investments and significant acquisitions may require additional cash and capital resources. If we are unable to obtain sufficient cash or capital to meet our needs on a timely basis and on favorable terms, our business and operations could be materially and adversely affected.

Our invested cash balances primarily consist of highly liquid marketable securities that are available to meet near-term cash requirements including: money market funds, U.S. Treasury and government securities, and corporate bonds and notes.

Our contractual obligations disclosure in the 2024 10-K has not materially changed since we filed that report.

**ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.**

We are subject to overall financial market risks, such as changes in market liquidity, credit quality, investment risk, interest rate risk, and foreign exchange rate risk as described below.

***Investment and Interest Rate Risk***

Our exposure to interest rate and general market risks relates to our investment portfolio. Our investment portfolio consists of cash and cash equivalents (money market funds, corporate bonds and notes, and U.S. Treasury and government securities purchased with less than ninety days until maturity) that total approximately \$1,387.8 million, and marketable securities (U.S. Treasury and government securities and corporate bonds and notes) that total approximately \$118.8 million and \$21.1 million within short-term and long-term marketable securities, respectively, as of March 28, 2025.

The main objectives of our investment activities are liquidity and preservation of capital. Our cash equivalent investments have short-term maturity periods that dampen the impact of market or interest rate risk. Our marketable securities have short-term and long-term maturity periods between 90 days and two years. Credit risk associated with our investments is not material because our investments are diversified across several types of securities with high credit ratings, which reduces the amount of credit exposure to any one investment.

Based on our results of operations for the three and six months ended March 28, 2025, a hypothetical reduction in the interest rates on our cash, cash equivalents, and other investments of 100 basis points would result in an immaterial reduction of interest income with a de minimis impact on income before taxes.

We do not believe that investment or interest rate risks currently pose material exposures to our business or results of operations.

### ***Foreign Exchange Rate Risk***

Substantially all sales to customers and arrangements with third-party manufacturers provide for pricing and payment in United States dollars, thereby reducing the impact of foreign exchange rate fluctuations on our results. A percentage of our international operational expenses are denominated in foreign currencies, and exchange rate volatility could positively or negatively impact those operating costs. Increases in the value of the United States dollar relative to other currencies could make our products more expensive, which could negatively impact our ability to compete. Conversely, decreases in the value of the United States dollar relative to other currencies could result in our suppliers raising their prices to continue doing business with us. Given the relatively small number of customers and arrangements with third-party manufacturers denominated in foreign currencies, we do not believe that foreign exchange volatility has a material impact on our current business or results of operations. However, fluctuations in currency exchange rates could have a greater effect on our business or results of operations in the future to the extent our expenses increasingly become denominated in foreign currencies.

We may enter into foreign currency forward and options contracts with financial institutions to protect against foreign exchange risks associated with certain existing assets and liabilities, certain firmly committed transactions, forecasted future cash flows, and net investments in foreign subsidiaries. However, we may choose not to hedge certain foreign exchange exposures for a variety of reasons, including, but not limited to, accounting considerations and the prohibitive economic cost of hedging particular exposures. For the three and six months ended March 28, 2025 and March 29, 2024, we had not entered into any outstanding foreign currency forward or options contracts with financial institutions.

## **ITEM 4. CONTROLS AND PROCEDURES.**

### ***Evaluation of Disclosure Controls and Procedures***

Our management, with the participation of our chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures as of March 28, 2025. The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized, and reported, within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company’s management, including its principal executive and principal financial officers, as appropriate, to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well-designed and operated, can provide only reasonable assurance of achieving their objectives, and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on management’s evaluation of our disclosure controls and procedures as of March 28, 2025, our chief executive officer and chief financial officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

### ***Changes in Internal Control Over Financial Reporting***

There are no changes to our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) that occurred during the second quarter of fiscal 2025 that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

## PART II. OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS.

Refer to Note 9 of the Notes to Consolidated Financial Statements for a detailed discussion.

### ITEM 1A. RISK FACTORS.

In addition to the risk factors set forth below and the other information set forth in this Quarterly Report on Form 10-Q, you should carefully consider the factors discussed in Part I, Item 1A Risk Factors in the 2024 10-K, which could materially affect our business, financial condition, or future results.

#### *The risks of doing business internationally apply to all aspects of our operations.*

We derive significant revenues from customers located outside the United States, primarily in countries located in the Asia-Pacific region and Europe. We have suppliers located outside the United States, including third-party packaging, assembly, and test facilities and semiconductor foundries located in the Asia-Pacific region. We also operate our own wafer processing facilities in Osaka, Japan, as well as packaging, assembly, and test facilities in Singapore and in Mexicali, Mexico. Our international sales and operations are subject to a number of risks inherent in selling and operating in multiple jurisdictions. These include, but are not limited to, risks regarding:

- recession or economic downturn globally or in the jurisdictions in which we do business,
- currency controls and currency exchange rate fluctuations, including increases or decreases in commodities prices related to such fluctuations,
- inflation or deflation, as well as changes in existing and expected rates of inflation or deflation, which may vary across the jurisdictions in which we do business,
- interest rates, as well as changes in existing and expected interest rates, which may vary across the jurisdictions in which we do business,
- global, regional, and local economic and political conditions, including, but not limited to, social, economic, political, and supply chain instability related to the uncertainty regarding the relationships among the United States, China, Taiwan, Russia, Mexico, North Korea, Israel, other Middle Eastern countries, Japan, Singapore, Canada, and potentially other foreign countries, and the international community at large, as well as related to armed conflicts, such as the conflict between Russia and Ukraine and the conflicts in Israel and the Middle Eastern region, that exist, or in the future could exist, in various jurisdictions around the world,
- the imposition of or changes to tariffs, including the tariffs announced by the United States in April 2025 with respect to numerous global trading partners, which are in addition to the tariffs announced in February 2025 with respect to Canada, China and Mexico, and any retaliatory tariffs or measures by any such trading partners, including countermeasures by China announced in February 2025 and April 2025, have impacted and could further negatively impact trade between, or increase the cost of operating in, or increase the cost of or negatively impact the demand for our products or our customers' products in, the countries in which we or our customers do business,
- other restrictive or punitive governmental actions (such as restrictions on transfer of funds, restrictions on individuals' movement, including travel restrictions, quarantines, lockdowns, and curfews, trade protection measures, including export duties, quotas, customs duties, border taxes, border closures, increased import or export controls, export licenses, and restrictions on the purchase of products made or containing technology or components from certain companies or from companies located in certain jurisdictions), or actions by non-governmental individuals and groups (such as protests, boycotts, insurgencies, organized crime, and general civil unrest), that could negatively impact trade between, or increase the cost of operating in, the countries in which we do business,
- labor market conditions and laws,
- disruptions of capital and trading markets,
- difficulty in collecting, or failure to collect, accounts receivable, as well as longer collection periods,
- changes in, or non-compliance with, legal or regulatory import/export requirements, including restrictions on selling to certain customers or into certain jurisdictions,
- natural disasters and severe weather events, including, but not limited to, earthquakes, wildfires, droughts, hurricanes, tsunamis, floods, rising sea levels, as well as other impacts of climate change,
- acts of terrorism, widespread illness, the effects of global health crises on business conditions in our industry or in the jurisdictions in which we do business, or other deterioration of public health conditions, and war,
- misappropriation or other unauthorized transfers of our information and breaches of our information systems, as well as the potential lack of adequate remedies or enforcement mechanisms in certain jurisdictions,
- difficulty in engaging distribution partners or obtaining sales or other business support in certain jurisdictions,
- cultural differences in the conduct of business,
- direct or indirect government actions, subsidies, or policies aimed at supporting local industry,

- the laws and policies of the United States and other countries affecting trade, foreign investment and loans, foreign travel, and import or export licensing requirements, including, but not limited to, prohibitions on certain trade and other activities in China, Russia, Belarus, and portions of Ukraine,
- withdrawal from, or renegotiation of, existing trade agreements by the United States (or other jurisdictions) potentially affecting Mexico, China, Canada, and other countries in which we do business,
- changes in current or future tax law or regulations or new interpretations thereof, by federal or state agencies or foreign governments,
- changes in the effective tax rate as a result of our overall profitability and mix of earnings in countries with differing statutory tax rates,
- results of audits and examination of previously filed tax returns, and
- limitations on our ability under local laws to protect or enforce our intellectual property rights in a particular foreign jurisdiction.

Additionally, we are subject to risks in certain global markets in which wireless operators provide subsidies on handset sales to their customers. Increases in cellular handset prices that negatively impact handset sales can result from changes in regulatory policies or other factors, which could impact the demand for our products.

Some of the countries in which we operate and seek to expand are in emerging markets where legal systems may be less developed or familiar to us, potentially impacting our ability to obtain appropriate recourse in the event of a dispute. Other jurisdictions in which we conduct business have established, or may establish, legal and regulatory regimes that differ materially from United States laws and regulations. It is costly, time-consuming, and requires significant resources to comply with the numerous, and sometimes conflicting, legal regimes in the jurisdictions in which we conduct business on matters as diverse as anti-corruption, anti-bribery, import/export controls, content requirements, trade restrictions, tariffs, taxation, sanctions, immigration, intellectual property, sustainability, internal and disclosure control obligations, securities regulation, competition, data privacy and protection, employment, and labor relations. Violations of one or more of these legal regimes' laws and regulations in the conduct of our business could result in significant fines, penalties, or monetary damages, criminal sanctions against us or our officers, prohibitions on doing business, unfavorable publicity and other reputational damage, restrictions on our ability to process information, and allegations by our counterparties that we have not performed our contractual obligations.

***We are subject to the risks of our and our customers and suppliers doing business in China.***

Demand from Chinese customers may be adversely affected by China's evolving laws and regulations, including those relating to taxation, import and export tariffs and restrictions, currency controls, environmental regulations, privacy and information security, indigenous innovation, and intellectual property rights and enforcement of those rights. Enforcement of existing laws or agreements may be inconsistent, and the potential issuance of new laws and regulations creates uncertainty. In addition, changes in the political environment, economic environment, governmental policies, United States-China relations, or China-Taiwan relations could result in revisions to laws or regulations or their interpretation and enforcement, exposure of our intellectual property, increased taxation, restrictions on imports, import duties, or currency revaluations, any of which could have an adverse effect on our business plans and operating results. In particular, the imposition by the United States of new tariffs, including the tariffs announced in February and April 2025, on goods imported from China, or deemed to be of Chinese origin, and other government actions that restrict our ability to sell our products to Chinese customers or to manufacture or source components in China, and countermeasures imposed by China in response, including the countermeasures announced in February 2025 and April 2025, could directly or indirectly adversely impact our manufacturing costs, the availability and cost of materials, including gallium, germanium, antimony, tungsten, molybdenum, scandium, and rare earth metals, and the sales of our products in China, the United States and elsewhere. Such actions, including any threatened or actual tariffs and retaliatory measures, could also increase the prices of or negatively impact the demand for our customers' products, which could negatively impact the sales of our products to those customers. In addition, the U.S. government has expanded export restrictions, and might continue expanding export restrictions, including by adding certain Chinese entities to the U.S. Bureau of Industry and Security's Entity List ("Entity List") or other entity lists, which has limited, and could in the future limit, our ability to sell to certain of those entities and to third parties that do business with those entities. These restrictions have negatively impacted, and may continue to negatively impact, sales of our products. In the future, we may be prevented from shipping, or be required to obtain a license to ship, our products to certain customers if they are added to the Entity List. In addition, geopolitical changes in China-Taiwan relations could disrupt the operations of several companies in Taiwan that are suppliers to, or third-party partners of, the Company, our customers, and our customers' other suppliers. Disruption of certain critical operations in Taiwan would adversely affect our ability to manufacture certain products and would likely have substantial negative effects on the entire semiconductor industry. Finally, China's investments in technology development and manufacturing capability in support of its stated policy of reducing its dependence on foreign semiconductor manufacturers and other technology companies has likely already resulted, and we expect will continue to result, in reduced demand for our products in China and other key markets as well as reduced supply of critical materials for our products.

***We may be subject to risks of litigation and disputes, including relating to warranty claims, product recalls, and other liability claims.***

Although we invest significant resources in the testing of our products, from time to time we become aware of alleged defects in our products after they have been shipped, and we may be required to incur additional development and remediation costs or cash payments to settle claims pursuant to warranty and indemnification provisions in our customer contracts and purchase orders. Certain of our products, including “high reliability” solutions, may not be able to perform under stringent operating conditions. Examples of our “high reliability” solutions include applications intended for the aerospace, automotive, defense, and medical markets. The potential liabilities associated with these and similar provisions in certain of our customer contracts are in some cases capped at significant amounts, and in other cases are uncapped. In addition, because our customers typically integrate our products into other devices, and because we typically do not have a direct relationship with the end customers of our products, our products may be used in applications for which they were not necessarily designed or tested, and they may not perform as anticipated in such applications. Depending on the nature of any product defect claims, we may not be able to recoup our losses from our third-party suppliers. Investigating, analyzing, and/or remediating alleged product defects may divert our technical and other resources from other product development efforts and could result in claims against us by our customers or third parties, including liability for costs associated with product recalls, indemnification claims, product redesigns, or obligations under customer contracts. If any of our products contain defects, or have reliability, quality, or compatibility problems, our reputation may be damaged, and we could be subject to liability claims, which could make it more difficult for us to sell our products to existing and prospective customers and could adversely affect our operating results. Furthermore, such losses would not be covered under our existing insurance programs. In addition, in the event we are unable to fulfill our contractual obligations, lawsuits may be threatened or filed against us by customers or other third parties. Furthermore, force majeure clauses in our contracts could limit our ability to pursue remedies for certain third-party disruptions and delays. From time to time, we have been, and may become involved in litigation with customers, suppliers, competitors, government or regulatory agencies, shareholders, employees, or other parties. We are the plaintiff in some of these actions and the defendant in others. Such actions could result in the imposition of various remedies such as injunctions or monetary damages, which if awarded could materially and adversely harm our business, subject us to substantial defense costs and expenses, and divert resources and the attention of management from our business. For example, on March 4, 2025, the Company and certain current and former officers were named in a putative class action lawsuit filed in the United States District Court for the Central District of California. The complaint alleges violations of federal securities laws arising out of alleged misstatements or omissions by the defendants during the alleged class period and seeks, among other things, damages and attorneys’ fees and costs on behalf of the putative class. Following the aforementioned putative class action lawsuit, in April 2025, the Company and certain of its directors and officers were named in two derivative action lawsuits filed in the United States District Court for the Central District of California. Each of the derivative actions was brought on behalf of the Company by a putative stockholder alleging, among other things, breaches of fiduciary duties and violations of federal securities laws. The complaints seek, among other things, damages and attorneys’ fees and costs. In addition, from time to time, we are, and may become, the subject of inquiries, requests for information, or investigations by government and regulatory agencies regarding our business. Any such matters, regardless of their merit or resolution, could be costly and divert the efforts and attention of our management, damage our reputation, or otherwise adversely affect our business.

***If our senior management transitions are not successful, our business and future growth prospects could be harmed.***

We have recently implemented or announced three senior management transitions. On February 17, 2025, Philip Brace began to serve as our Chief Executive Officer. On May 7, 2025, we announced the appointment of a new Senior Vice President and Chief Financial Officer and a new Senior Vice President, Sales and Marketing, each effective as of June 2, 2025. Any significant leadership change involves inherent risk, including potential disruptions to our operations or relationships with customers, suppliers, and key employees, and can be inherently difficult to implement. If our recent senior management transitions are not successful for any reason, our business could be adversely impacted.

**ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.**

The following table provides information regarding repurchases of common stock made during the three months ended March 28, 2025:

Period	Total Number of Shares Purchased	Average Price Paid per Share (2)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (1)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (1) (2)
12/28/24 - 01/24/25	—	—	—	\$1.9 billion
01/25/25 - 02/21/25	2,705,015 (3)	\$66.72	2,696,093	\$1.8 billion
02/22/25 - 03/28/25	4,753,243	\$68.24	4,753,243	\$1.5 billion
	<u>7,458,258</u>		<u>7,449,336</u>	

(1) The stock repurchase program approved by the Board of Directors on January 31, 2023 authorized the repurchase of up to \$2.0 billion of our common stock from time to time on the open market or in privately negotiated transactions, in compliance with applicable securities laws and other legal requirements, and expired on February 1, 2025. On February 4, 2025, the Board of Directors approved a new \$2.0 billion stock repurchase program that expires on February 3, 2027, and succeeds in its entirety the January 31, 2023 stock repurchase program. The Company did not repurchase any shares pursuant to the January 31, 2023 stock repurchase program during the three months ended March 28, 2025.

(2) The Company's net share repurchases are subject to a 1% excise tax under the Inflation Reduction Act. Excise tax incurred reduces the amount available under the repurchase program, as applicable, and is included in the cost of shares repurchased in the Consolidated Statement of Stockholders' Equity.

(3) 2,696,093 shares were repurchased at an average price of \$66.72 per share as part of our February 4, 2025 stock repurchase program, and 8,922 shares were repurchased by us at the fair market value of the common stock as of the applicable purchase date, in connection with the satisfaction of tax withholding obligations under equity award agreements with an average price of \$67.02 per share.

**ITEM 6. EXHIBITS.**

<u>Exhibit Number</u>	<u>Exhibit Description</u>	<u>Form</u>	<u>Incorporated by Reference</u>			<u>Filed Herewith</u>
			<u>File No.</u>	<u>Exhibit</u>	<u>Filing Date</u>	
10.1*	<a href="#">Skyworks Solutions, Inc. Second Amended and Restated 2008 Director Long-Term Incentive Plan</a>					X
10.2*	<a href="#">Offer Letter, dated January 27, 2025, by and between Skyworks Solutions, Inc. and Philip Brace</a>					X
10.3*	<a href="#">Change in Control / Severance Agreement, dated February 17, 2025, between the Company and Philip Brace</a>					X
10.4*	<a href="#">Form of Restricted Stock Unit Agreement for Philip G. Brace's Inducement Grant Awards (incorporated by reference to the Company's Form S-8 filed with the SEC on February 14, 2025)</a>	S-8	333-284984	99.1	2/14/2025	
10.5*	<a href="#">Form of Performance Share Agreement for Philip G. Brace's Inducement Grant Awards (incorporated by reference to the Company's Form S-8 filed with the SEC on February 14, 2025)</a>	S-8	333-284984	99.2	2/14/2025	
31.1	<a href="#">Certification of the Company's Chief Executive Officer pursuant to Securities Exchange Act of 1934, as amended, Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>					X
31.2	<a href="#">Certification of the Company's Chief Financial Officer pursuant to Securities Exchange Act of 1934, as amended, Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>					X
32.1	<a href="#">Certification of the Company's Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>					X
32.2	<a href="#">Certification of the Company's Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>					X
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.					
101.SCH	Inline XBRL Taxonomy Extension Schema Document					X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document					X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document					X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document					X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document					X
104	Cover Page Interactive Data File (formatted as inline XBRL with applicable taxonomy extension information contained in Exhibits 101)					

\* Indicates a management contract or compensatory plan or arrangement.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

SKYWORKS SOLUTIONS, INC.

Date: May 7, 2025

By: /s/ Philip G. Brace  
Philip G. Brace  
President and Chief Executive Officer  
(Principal Executive Officer)

By: /s/ Kris Sennesael  
Kris Sennesael  
Senior Vice President and Chief Financial Officer  
(Principal Accounting and Financial Officer)

## SKYWORKS SOLUTIONS, INC.

**SECOND AMENDED AND RESTATED 2008 DIRECTOR LONG-TERM INCENTIVE PLAN**1. *Purpose*

The purpose of this Second Amended and Restated 2008 Director Long-Term Incentive Plan (the “Plan”) of Skyworks Solutions, Inc., a Delaware corporation (the “Company”), is to advance the interests of the Company’s stockholders by enhancing the Company’s ability to attract and retain the services of experienced and knowledgeable directors and to provide additional incentives for such directors to continue to work for the best interests of the Corporation and its stockholders through continuing ownership of its common stock. Except where the context otherwise requires, the term “Company” shall include any of the Company’s present or future parent or subsidiary corporations as defined in Sections 424(e) or (f) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the “Code”) and any other business venture (including, without limitation, joint venture or limited liability company) in which the Company has a controlling interest, as determined by the Board of Directors of the Company (the “Board”).

2. *Eligibility*

Each member of the Board who is not also an officer of the Company (a “Director”) is eligible to receive options, restricted stock and other stock-based awards (each, an “Award”) under the Plan. Each person who receives an Award under the Plan is deemed a “Participant.”

3. *Administration and Delegation*

(a) *Administration by Board of Directors.* The Plan will be administered by the Board. The Board shall have authority to grant Awards and to adopt, amend and repeal such administrative rules, guidelines and practices relating to the Plan as it shall deem advisable. The Board may correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Award in the manner and to the extent it shall deem expedient to carry the Plan into effect and it shall be the sole and final judge of such expediency. All decisions by the Board shall be made in the Board’s sole discretion and shall be final and binding on all persons having or claiming any interest in the Plan or in any Award. No director or person acting pursuant to the authority delegated by the Board shall be liable for any action or determination relating to or under the Plan made in good faith.

(b) *Appointment of Committees.* To the extent permitted by applicable law, the Board may delegate any or all of its powers under the Plan to one or more committees or subcommittees of the Board (a “Committee”). All references in the Plan to the “Board” shall mean the Board or a Committee of the Board to the extent that the Board’s powers or authority under the Plan have been delegated to such Committee.

4. *Stock Available for Awards*

(a) *Number of Shares.* Subject to adjustment under Section 9, Awards may be made under the Plan covering up to 1,470,000 shares of common stock, \$.25 par value per share, of the Company (the “Common Stock”).

(b) *Counting of Shares.* Subject to adjustment under Section 9, an option to purchase Common Stock (each, an “Option”) shall be counted against the share limit specified in Section 4(a) as one share for each share of common stock subject to the Option, and an Award that is not an Option (a “Non-Option Award”) shall be counted against the share limit specified in Section 4(a) as one and one-half (1.5) shares for each share of Common Stock issued upon settlement of such Non-Option Award.

(c) *Lapses.* If any Award expires or is terminated, surrendered or canceled without having been fully exercised or is forfeited in whole or in part (including as the result of shares of Common Stock subject to such Award being repurchased by the Company at the original issuance price pursuant to a contractual repurchase right) or results in any Common Stock not being issued, the unused Common Stock covered by such Award shall again be available for the grant of Awards under the Plan. Shares issued under the Plan may consist in whole or in part of authorized but unissued shares or treasury shares.

## 5. *Stock Options*

(a) *General.* The Board, in its discretion, may grant Options to Participants and determine the number of shares of Common Stock to be covered by each Option, the exercise price of each Option and the conditions and limitations applicable to the exercise of each Option, including conditions relating to applicable federal or state securities laws, as it considers necessary or advisable. Any such grant may vary among individual Participants. If the Board so determines, Options may be granted in lieu of cash compensation at the Participant's election, subject to such terms and conditions as the Board may establish.

(b) *Exercise Price.* The Board shall establish the exercise price of each Option and specify such exercise price in the applicable option agreement; provided, however, that the exercise price shall not be less than 100% of the Fair Market Value (as defined below in subsection (h)(3)) at the time the Option is granted.

(c) *Options Not Deemed Incentive Stock Options.* Any Option granted pursuant to the Plan is not intended to be an incentive stock option described in Code Section 422 and shall be designated a "Nonqualified Stock Option."

(d) *Limitation on Repricing.* Unless such action is approved by the Company's stockholders: (1) no outstanding Option granted under the Plan may be amended to provide an exercise price per share that is lower than the then-current exercise price per share of such outstanding Option (other than adjustments pursuant to Section 9), (2) the Board may not cancel any outstanding option (whether or not granted under the Plan) and grant in substitution therefore new Awards under the Plan covering the same or a different number of shares of Common Stock and having an exercise price per share lower than the then-current exercise price per share of the cancelled option, (3) the Board may not cancel in exchange for a cash payment any outstanding Option with an exercise price per share above the then-current Fair Market Value, other than pursuant to Section 9 and (4) the Board may not take any other action under the Plan that constitutes a "repricing" within the meaning of the rules of the Nasdaq Stock Market.

(e) *No Reload Rights.* No Option granted under the Plan shall contain any provision entitling the optionee to the automatic grant of additional Options in connection with any exercise of the original Option.

(f) *Duration of Options.* Each Option shall be exercisable at such times and subject to such terms and conditions as the Board may specify in the applicable option agreement; provided, however, that no Option will be granted for a term in excess of ten (10) years.

(g) *Exercise of Option.* Options may be exercised by delivery to the Company of a written notice of exercise signed by the proper person or by any other form of notice (including electronic notice) approved by the Board together with payment in full as specified in Section 5(h) for the number of shares for which the Option is exercised. Shares of Common Stock subject to the Option will be delivered by the Company following exercise either as soon as practicable or, subject to such conditions as the Board shall specify, on a deferred basis (with the Company's obligation to be evidenced by an instrument providing for future delivery of the deferred shares at the time or times specified by the Board).

(h) *Payment Upon Exercise.* Common Stock purchased upon the exercise of an Option granted under the Plan shall be paid for as follows:

(1) in cash or by check, payable to the order of the Company;

(2) except as the Board may otherwise provide in an option agreement, by (i) delivery of an irrevocable and unconditional undertaking by a creditworthy broker to deliver promptly to the Company sufficient funds to pay the exercise price and any required tax withholding or (ii) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a creditworthy broker to deliver promptly to the Company cash or a check sufficient to pay the exercise price and any required tax withholding;

(3) by delivery of shares of Common Stock owned by the Participant valued at their fair market value as determined by (or in a manner approved by) the Board (“Fair Market Value”), provided (i) such method of payment is then permitted under applicable law, (ii) such Common Stock, if acquired directly from the Company, was owned by the Participant for at least six (6) months and (iii) such Common Stock is not subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements; or

(4) by any combination of the above permitted forms of payment.

#### 6. *Restricted Stock; Restricted Stock Units*

(a) *General.* The Board may grant Awards entitling recipients to acquire shares of Common Stock (“Restricted Stock”), subject to the right of the Company to repurchase all or part of such shares at their issue price or other stated or formula price (or to require forfeiture of such shares if issued at no cost) from the recipient in the event that conditions specified by the Board in the applicable Award are not satisfied prior to the end of the applicable restriction period or periods established by the Board for such Award. Instead of granting Awards for Restricted Stock, the Board may grant Awards entitling the recipient to receive shares of Common Stock to be delivered at the time such shares of Common Stock vest or at a later date (“Restricted Stock Units”) subject to such terms and conditions on the delivery of the shares of Common Stock as the Board shall determine (each Award for Restricted Stock or Restricted Stock Units is referred to herein as a “Restricted Stock Award”).

(b) *Terms and Conditions.* Subject to Section 8, the Board shall determine the terms and conditions of a Restricted Stock Award, including the conditions for repurchase (or forfeiture) and the issue price, if any.

(c) *Stock Certificates.* Any stock certificates issued in respect of a Restricted Stock Award shall be registered in the name of the Participant and, unless otherwise determined by the Board, deposited by the Participant, together with a stock power endorsed in blank, with the Company (or its designee). At the expiration of the applicable restriction periods, the Company (or such designee) shall deliver the certificates no longer subject to such restrictions to the Participant or if the Participant has died, to the beneficiary designated, in a manner determined by the Board, by a Participant to receive amounts due or exercise rights of the Participant in the event of the Participant’s death (the “Designated Beneficiary”). In the absence of an effective designation by a Participant, “Designated Beneficiary” shall mean the Participant’s estate.

#### 7. *Other Stock-Unit Awards*

Other Awards of shares of Common Stock, and other Awards that are valued in whole or in part by reference to, or are otherwise based on, shares of Common Stock or other property, may be granted hereunder to Participants (“Other Stock Unit Awards”). Such Other Stock Unit Awards shall also be available as a form of payment in the settlement of other Awards granted under the Plan or as payment in lieu of compensation to which a Participant is otherwise entitled. Other Stock Unit Awards may be paid in shares of Common Stock or cash, as the Board shall determine. Subject to the provisions of the Plan, the Board shall determine the conditions of each Other Stock Unit Awards, including any purchase price applicable thereto and any conditions applicable thereto, including without limitation, performance-based conditions.

## 8. *Automatic Awards*

(a) *Initial Award.* Each Participant who is first elected or appointed to serve as a Director after the Effective Date of the Plan shall automatically be granted, on the fifth business day after the date of his or her initial election or appointment (the "Initial Grant Date"), an Award consisting of Restricted Stock Units having a value approximating \$225,000 (the "Initial Award"). The number of shares subject to the Restricted Stock Unit Award issued pursuant to the Initial Award shall be determined by dividing (x) \$225,000 by (y) the non-weighted average of the Nasdaq Official Close Price of the Common Stock as reported by Nasdaq (or if the Common Stock is not then traded on Nasdaq, the official closing price as reported on such other market on which the Common Stock is then traded) for each trading day during the 30 consecutive trading day period ending on (and including) the Initial Grant Date and rounding such result to the nearest whole share (with .50 and greater being rounded up).

(b) *Annual Award.* Each year, beginning on the date of the Company's 2025 annual meeting of stockholders, each Participant who served as a Director of the Company prior to the date of the annual meeting of the Company's stockholders for such year, or special meeting in lieu of the annual meeting of stockholders at which one or more directors are elected, and who continues to serve as a Director of the Company after the annual meeting of stockholders for such year, or special meeting in lieu of the annual meeting of stockholders at which one or more directors are elected, shall automatically be granted on the date of the annual meeting of the Company's stockholders for such year (the "Annual Grant Date"), an Award consisting of Restricted Stock Units having a value approximating (i) \$225,000 in the case of any such Director of the Company who does not serve as the Chairman of the Board and (ii) \$250,000 in the case of any such Director of the Company who serves as a non-employee Chairman of the Board (in each case, the "Annual Award"). The number of shares subject to the Restricted Stock Unit Award issued pursuant to the Annual Award shall be determined by dividing (x) the applicable Annual Award by (y) the non-weighted average of the Nasdaq Official Close Price of the Common Stock as reported by Nasdaq (or if the Common Stock is not then traded on Nasdaq, the official closing price as reported on such other market on which the Common Stock is then traded) for each trading day during the 30 consecutive trading day period ending on (and including) the Annual Grant Date and rounding such result to the nearest whole share (with .50 and greater being rounded up).

### (c) *Vesting*

(1) Unless otherwise determined by the Board, the Restricted Stock Units granted under Section 8(a) pursuant to the Initial Award shall vest as to one-third (33.33%) of the shares subject to the Restricted Stock Unit Award on the first anniversary of the date of grant and as to an additional one-third (33.33%) of such shares on each anniversary of the date of grant thereafter until, on the third anniversary of the date of grant, the Restricted Stock Unit Award shall have vested as to all (100%) of the shares of Common Stock covered thereby.

(2) Unless otherwise determined by the Board, the Restricted Stock Units granted under Section 8(b) pursuant to the Annual Award shall vest on the first anniversary of the date of grant as to all (100%) of the shares covered thereby.

(3) Notwithstanding anything to the contrary in this Section 8, with respect to Awards granted after February 2, 2016, if the Director's term of service expires for any reason (including by reason of the Director's retirement or failure to stand for reelection at the next annual meeting of stockholders), other than removal from the Board for cause, within ten (10) business days prior to the next scheduled vesting date of an Initial Award or Annual Award, as the case may be, then such Director shall, without any further action by the Board, be deemed to have continued his or her service through such next scheduled vesting date.

9. *Adjustments for Changes in Common Stock and Certain Other Events*

(a) *Changes in Capitalization.* In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event, or any distribution to holders of Common Stock other than an ordinary cash dividend, (i) the number and class of securities available under this Plan, (ii) the share counting provisions set forth in Section 4(b), (iii) the number and class of securities and exercise price per share of each outstanding Option, (iv) the number of securities issuable pursuant to automatic Awards made under Section 8, (v) the repurchase price per share subject to each outstanding Restricted Stock Award and (vi) the share- and per-share-related provisions of each outstanding Other Stock Unit Award, shall be appropriately adjusted by the Company (or substituted Awards may be made, if applicable) to the extent determined by the Board.

(b) *Reorganization Events.*

(1) *Definition.* A “Reorganization Event” shall mean: (a) any merger or consolidation of the Company with or into another entity as a result of which all of the Common Stock of the Company is converted into or exchanged for the right to receive cash, securities or other property or is cancelled, (b) any exchange of all of the Common Stock of the Company for cash, securities or other property pursuant to a share exchange transaction or (c) any liquidation or dissolution of the Company.

(2) *Consequences of a Reorganization Event on Awards Other than Restricted Stock Awards.* In connection with a Reorganization Event, the Board shall take any one or more of the following actions as to all or any outstanding Awards on such terms as the Board determines: (i) provide that Awards shall be assumed, or substantially equivalent Awards shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof), (ii) upon written notice to a Participant, provide that the Participant’s unexercised Options or other unexercised Awards shall become exercisable in full and will terminate immediately prior to the consummation of such Reorganization Event unless exercised by the Participant within a specified period following the date of such notice, (iii) provide that outstanding Awards shall become realizable or deliverable, or restrictions applicable to an Award shall lapse, in whole or in part prior to or upon such Reorganization Event, (iv) in the event of a Reorganization Event under the terms of which holders of Common Stock will receive upon consummation thereof a cash payment for each share surrendered in the Reorganization Event (the “Acquisition Price”), make or provide for a cash payment to a Participant equal to (A) the Acquisition Price times the number of shares of Common Stock subject to the Participant’s Options or other Awards (to the extent the exercise price does not exceed the Acquisition Price) minus (B) the aggregate exercise price of all such outstanding Options or other Awards, in exchange for the termination of such Options or other Awards, (v) provide that, in connection with a liquidation or dissolution of the Company, Awards shall convert into the right to receive liquidation proceeds (if applicable, net of the exercise price thereof) and (vi) any combination of the foregoing.

For purposes of clause (i) above, an Option shall be considered assumed if, following consummation of the Reorganization Event, the Option confers the right to purchase, for each share of Common Stock subject to the Option immediately prior to the consummation of the Reorganization Event, the consideration (whether cash, securities or other property) received as a result of the Reorganization Event by holders of Common Stock for each share of Common Stock held immediately prior to the consummation of the Reorganization Event (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Common Stock); provided, however, that if the consideration received as a result of the Reorganization Event is not solely common stock of the acquiring or succeeding corporation (or an affiliate thereof), the Company may, with the consent of the acquiring or succeeding corporation, provide for the consideration to be received upon the exercise of Options to consist solely of common stock of the acquiring or succeeding corporation (or an affiliate thereof) equivalent in fair market value to the per share consideration received by holders of outstanding shares of Common Stock as a result of the Reorganization Event.

To the extent all or any portion of an Option becomes exercisable solely as a result of clause (ii) above, the Board may provide that upon exercise of such Option the Participant shall receive shares subject to a right of repurchase by the Company or its successor at the Option exercise price; such repurchase right (x) shall lapse at the same rate as the Option would have become exercisable under its terms and (y) shall not apply to any shares subject to the Option that were exercisable under its terms without regard to clause (ii) above.

(3) *Consequences of a Reorganization Event on Restricted Stock Awards.* Upon the occurrence of a Reorganization Event other than a liquidation or dissolution of the Company, the repurchase and other rights of the Company under each outstanding Restricted Stock Award shall inure to the benefit of the Company's successor and shall apply to the cash, securities or other property which the Common Stock was converted into or exchanged for pursuant to such Reorganization Event in the same manner and to the same extent as they applied to the Common Stock subject to such Restricted Stock Award. Upon the occurrence of a Reorganization Event involving the liquidation or dissolution of the Company, except to the extent specifically provided to the contrary in the instrument evidencing any Restricted Stock Award or any other agreement between a Participant and the Company, all restrictions and conditions on all Restricted Stock Awards then outstanding shall automatically be deemed terminated or satisfied.

(c) *Change in Control Events.*

(1) *Definition.* A "Change in Control Event" will be deemed to have occurred if the Continuing Directors (as defined below) cease for any reason to constitute a majority of the Board. For this purpose, a "Continuing Director" will include any member of the Board as of the Effective Date (as defined below) and any individual nominated for election to the Board by a majority of the then Continuing Directors.

(2) *Consequences of a Change in Control Event on Options.* Notwithstanding any other provision of this Plan to the contrary, if a Change in Control Event occurs, except to the extent specifically provided to the contrary in the instrument evidencing any Option or any other agreement between a Participant and the Company, any options outstanding as of the date such Change of Control is determined to have occurred and not then exercisable shall become fully exercisable to the full extent of the original grant.

(3) *Consequences of a Change in Control Event on Restricted Stock Awards.* Notwithstanding any other provision of this Plan to the contrary, if a Change in Control Event occurs, except to the extent specifically provided to the contrary in the instrument evidencing any Restricted Stock Award or any other agreement between a Participant and the Company, all restrictions and conditions on all Restricted Stock Awards then outstanding shall automatically be deemed terminated or satisfied.

10. *General Provisions Applicable to Awards*

(a) *Transferability of Awards.* Except as the Board may otherwise determine or provide in an Award, Awards shall not be sold, assigned, transferred, pledged or otherwise encumbered by the person to whom they are granted, either voluntarily or by operation of law, except by will or the laws of descent and distribution and, during the life of the Participant, shall be exercisable only by the Participant. References to a Participant, to the extent relevant in the context, shall include references to authorized transferees.

(b) *Documentation.* Each Award shall be evidenced in such form (written, electronic or otherwise) as the Board shall determine. Such written instrument may be in the form of an agreement signed by the Company and the Participant or a written confirming memorandum to the Participant from the Company. Each Award may contain terms and conditions in addition to those set forth in the Plan.

(c) *Board Discretion.* Except as otherwise provided by the Plan, each Award may be made alone or in addition or in relation to any other Award. The terms of each Award need not be identical, and the Board need not treat Participants uniformly.

(d) *Termination of Status.* The Board shall determine the effect on an Award of the disability, death, or other change in the non-employee director status of a Participant and the extent to which, and the period during which, the Participant, or the Participant's legal representative, conservator, guardian or Designated Beneficiary, may exercise rights under the Award.

(e) *Withholding.* Each Participant shall pay to the Company, or make provision satisfactory to the Company for payment of, any taxes required by law to be withheld in connection with an Award to such Participant. Except as the Board may otherwise provide in an Award, for so long as the Common Stock is registered under the Exchange Act, Participants may satisfy such tax obligations in whole or in part by delivery of shares of Common Stock, including shares retained from the Award creating the tax obligation, valued at their Fair Market Value; provided, however, except as otherwise provided by the Board, that the total tax withholding where stock is being used to satisfy such tax obligations cannot exceed the Company's minimum statutory withholding obligations (based on minimum statutory withholding rates for federal and state tax purposes, including payroll taxes, that are applicable to such supplemental taxable income). Shares surrendered to satisfy tax withholding requirements cannot be subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements. The Company may, to the extent permitted by law, deduct any such tax obligations from any payment of any kind otherwise due to a Participant.

(f) *Amendment of Award.* Except as provided in Section 5, the Board may amend, modify or terminate any outstanding Award, including but not limited to, substituting therefor another Award of the same or a different type and changing the date of exercise or realization, provided that the Participant's consent to such action shall be required unless the Board determines that the action, taking into account any related action, would not materially and adversely affect the Participant.

(g) *Conditions on Delivery of Stock.* The Company will not be obligated to deliver any shares of Common Stock pursuant to the Plan or to remove restrictions from shares previously delivered under the Plan until (i) all conditions of the Award have been met or removed to the satisfaction of the Company, (ii) in the opinion of the Company's counsel, all other legal matters in connection with the issuance and delivery of such shares have been satisfied, including any applicable securities laws and any applicable stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Company may consider appropriate to satisfy the requirements of any applicable laws, rules or regulations.

(h) *Acceleration.* Except as otherwise provided in Section 9(c), the Board may at any time provide that any Award shall become immediately exercisable in full or in part, free of some or all restrictions or conditions, or otherwise realizable in full or in part, as the case may be.

#### 11. *Miscellaneous*

(a) *No Right To Status.* No person shall have any claim or right to be granted an Award, and the grant of an Award shall not be construed as giving a Participant the right to any relationship with the Company. The Company expressly reserves the right at any time to dismiss or otherwise terminate its relationship with a Participant free from any liability or claim under the Plan, except as expressly provided in the applicable Award.

(b) *No Rights As Stockholder.* Subject to the provisions of the applicable Award, no Participant or Designated Beneficiary shall have any rights as a stockholder with respect to any shares of Common Stock to be distributed with respect to an Award until becoming the record holder of such shares. Notwithstanding the foregoing, in the event the Company effects a split of the Common Stock by means of a stock dividend and the exercise price of and the number of shares subject to such Option are adjusted as of the date of the distribution of the dividend (rather than as of the record date for such dividend), then an optionee who exercises an Option between the record date and the distribution date for such stock dividend shall be entitled to receive, on the distribution date, the stock dividend with respect to the shares of Common Stock acquired upon such Option exercise, notwithstanding the fact that such shares were not outstanding as of the close of business on the record date for such stock dividend.

(c) *Effective Date and Term of Plan.* The Plan shall become effective on the date on which it is approved by the Company's stockholders (the "Effective Date"), and no Award may be granted until the Effective Date. No Awards shall be granted under the Plan after the completion of 10 years from the date that the Plan was most recently approved by the Company's stockholders, but Awards previously granted may extend beyond that date.

(d) *Amendment of Plan.* The Board may amend, suspend or terminate the Plan or any portion thereof at any time; provided that, without approval of the Company's stockholders, no amendment may (1) increase the number of shares authorized under the Plan (other than pursuant to Section 9), (2) materially increase the benefits provided under the Plan, (3) materially expand the class of participants eligible to participate in the Plan, (4) expand the types of Awards provided under the Plan or (5) make any other changes that require stockholder approval under the rules of the Nasdaq Stock Market, Inc. No Award shall be made that is conditioned upon stockholder approval of any amendment to the Plan.

(e) *Provisions for Foreign Participants.* The Board may modify Awards or Options granted to Participants who are foreign nationals or employed outside the United States or establish subplans or procedures under the Plan to recognize differences in laws, rules, regulations or customs of such foreign jurisdictions with respect to tax, securities, currency, employee benefit or other matters.

(f) *Compliance With Code Section 409A.* No Award shall provide for deferral of compensation that does not comply with Section 409A of the Code, unless the Board, at the time of grant, specifically provides that the Award is not intended to comply with Section 409A of the Code.

(g) *Governing Law.* The provisions of the Plan and all Awards made hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to any applicable conflicts of law.



CONFIDENTIAL

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January 27, 2025

Philip Brace

Dear Phil:

It is with great pleasure that I confirm in writing the details of our offer to you to join Skyworks Solutions, Inc. (“Skyworks” or the “Company”) as its Chief Executive Officer (“CEO”) and President. In this position you will report directly to the Board of Directors of the Company (the “Board”). Your start date is expected to be February 17, 2025.

### ***Responsibilities and Duties***

You will perform those duties and have those responsibilities commensurate with the position of CEO and President and you agree to devote your full business time, best efforts, skill, knowledge, attention and energies to the advancement of the business and interests of the Company and to the performance of your duties and responsibilities as an employee of the Company.

### ***Compensation and Benefits***

#### *Salary*

You will initially be paid a base salary at the annualized rate of \$900,000, payable biweekly in accordance with the standard payroll practices of the Company and subject to all withholdings and deductions as required by law. Your salary will be reviewed in November of each year beginning in November 2025 by the Compensation Committee of the Board (the “Compensation Committee”), along with the salaries of the rest of the executive leadership team.

#### *Executive Incentive Plan*

For the 2025 Fiscal Year, you will be eligible to participate in the Executive Incentive Plan (the “EIP”), which provides cash incentives to the executive leadership team for the Company’s performance against specific predetermined corporate operating metrics. Your target award under the EIP for the 2025 Fiscal Year will be 160% of your annualized base salary that year

(with a maximum award of 320% of your annualized base salary), with payment under the EIP based on Skyworks' performance during the fiscal year. The corporate performance metrics for FY2025 (i.e., September 28, 2024 through October 3, 2025) were established by the Compensation Committee of the Board on November 5, 2024. Your payment under the FY2025 EIP will be prorated for the portion of the fiscal year during which you were employed by the Company, based on your start date (subject to all withholdings and payroll deductions as required by law). Notwithstanding anything herein to the contrary, your participation in the EIP is subject to all terms and conditions of the EIP document, including but not limited to the requirement that you remain actively employed by the Company through the date any payment is made under the EIP. An award under the EIP, if any, is earned on the date of payment.

### Equity Awards

Each of the three equity awards described below are being granted as a material inducement to you entering into employment with the Company and will be granted outside of the Company's equity incentive plan as an "inducement grant" within the meaning of Nasdaq Listing Rule 5635(c)(4). The awards will be granted on your start date.

#### Performance Share Award

You will receive a Performance Share Award ("New Hire PSA"), with the number of shares subject to such award calculated by dividing \$30,000,000 by the closing price of the Company's common stock on the last trading day immediately prior to your start date (such last trading day, the "Reference Date"). This New Hire PSA will vest based on the level of achievement of stock price hurdles and your continued employment with Skyworks and will be subject to the terms and conditions set forth in the applicable award agreement.

#### Pro-Rated Fiscal Year 2025 Equity Grants

##### FY2025 Restricted Stock Unit Award

You will receive a pro-rated grant of Restricted Stock Units ("FY2025 RSUs"), with the number of shares subject to such award calculated by dividing \$2,880,000 by the closing price of the Company's common stock on the Reference Date. The FY2025 RSUs will vest in four equal tranches (25% each), with the first tranche vesting on November 5, 2025, and one tranche vesting on each subsequent anniversary thereof through November 5, 2028, contingent upon your continued employment with Skyworks. The FY2025 RSUs will be subject to the terms and conditions set forth in the applicable award agreement.

##### FY2025 Performance Share Award

You will receive a pro-rated Performance Share Award for FY2025 ("FY2025 PSA"), with the number of shares subject to such award calculated by dividing \$4,320,000 by the closing price of the Company's common stock on the

Reference Date as well as an assumption that the Company would achieve the target level of performance. This FY2025 PSA may be earned based on the achievement of performance metrics, which metrics, as well as vesting schedule, will be identical to the performance metrics and vesting schedule used for the annual Performance Share Awards granted to the Company's executive officers for FY2025 and your continued employment with Skyworks and will be subject to the terms and conditions set forth in the applicable award agreement.

The award agreements with respect to the New Hire PSA, FY2025 RSUs, and FY2025 PSA will be available in your E\*Trade/Morgan Stanley stock plan account after the grant date. You will be notified through your Skyworks email when the grants are available for acceptance, at which time you must take action to activate your E\*Trade/Morgan Stanley account and accept your awards.

#### *Future Annual Long-Term Equity Compensation*

Beginning in FY2026, you will be eligible to participate in the Company's annual executive long-term equity incentive program. Each year, typically in November, the Compensation Committee approves the grant of Company equity awards (e.g., a blend of performance share awards and restricted stock units) for the CEO which are based on performance, as well as the Compensation Committee's review of third-party market data including the Company's peer group.

#### *Employee Stock Purchase Plan*

You will be eligible to enroll in the Company's Employee Stock Purchase Plan, subject to the terms of that plan. Participation will provide you with an opportunity to purchase shares of Company stock at a discount from the stock's fair market value.

#### *Executive Financial/Tax/Health Reimbursement Program*

For fiscal year 2025, you will be eligible to be reimbursed up to \$20,000 for the cost of financial planning services, personal tax/estate planning and preparation services, and/or an executive physical. Such reimbursements shall not be subject to any tax gross-ups and shall be subject to the terms of Skyworks' applicable executive reimbursement policy.

#### *Standard Employee Benefits*

In addition, Skyworks offers a comprehensive benefits package, which currently includes medical, dental, vision, health savings account, short-term disability, long-term disability, accident insurance, and life insurance coverage. Skyworks also has a 401(k) savings plan, and Skyworks will match 100% of your contributions, up to a maximum of 4% of your eligible compensation, subject to IRS limitations. Your contributions and the Company match are 100% vested the day they are made. Benefits are subject to change at any time in Skyworks' sole discretion.

On an annual basis, you will be entitled to twenty (20) days of paid time off, seven and one half (7.5) days of paid wellness time, and twelve (12) paid holidays (including the Winter Break shut down), each in accordance with the Company's plans and programs. For additional details on the Company's benefits programs, please reach out to Kari Durham, Skyworks' SVP, Human Resources directly. You may also refer to the Company's summaries of plan documents, which will be available for review upon hire.

### Relocation Expenses

Your offer of employment includes relocation reimbursement benefits that would, if applicable, help offset the costs of relocating to Orange County, California. The Company will reimburse you up to \$300,000 for such costs and expenses in accordance with the Company's relocation policies (the reimbursed amount, the "Relocation Expenses"). The Relocation Expenses will be paid to you promptly, in accordance with the Company's reimbursement policies, following delivery to the Company of reasonable substantiation and documentation of such expenses. The Relocation Expenses shall be subject to the repayment provisions set forth below. You will have twenty-four (24) months from your start date to claim the Relocation Expenses.

### **Severance Benefits**

In connection with your commencement of employment, you will be given the opportunity to enter into a Change in Control / Severance Agreement with the Company in the form attached hereto as Appendix A.

### **Stock Ownership Requirements**

As a member of the executive leadership team, you will be expected to comply with the Company's Executive Officer Ownership and Retention Program, which requires that you attain ownership in the common stock of the Company equal to six (6) times your then-current base salary by the fifth (5<sup>th</sup>) anniversary of your start date. More specific details of your stock ownership requirements will be communicated to you shortly after your start date.

### **Miscellaneous**

#### No Conflicts and Proprietary Information of Others

By accepting this offer, you represent that you are able to accept this job and carry out the work that it would involve without breaching any legal restrictions on your activities, such as non-competition, non-solicitation, or other work-related restrictions imposed by a current or former employer. You agree that you will not remove or take any documents or confidential or proprietary data, information or materials of any kind, electronic or otherwise, with you from your current or any former employer to the Company without written authorization from your current or former employer. You further agree not to use or disclose any confidential or proprietary information of others during the course and scope of your employment with the Company. If you have any questions about the ownership of particular documents or other

information, you should discuss such questions with your former employer before removing or copying the documents or information.

#### *Policy on Other Directorships*

You understand that, in accordance with the Company's Corporate Governance Guidelines, as the CEO and a director of the Company you will be limited to serving on not more than one other public company board.

#### *Conditions of Offer and Employment*

This offer is contingent upon your satisfactory completion of a background (including criminal background) check, as well as our review and consideration of your completed Questionnaire for CEO/Director Candidate and any supplement thereto ("D&O Questionnaire"), and verification of all information you have submitted to us. For the avoidance of doubt, this offer may be rescinded, including after your acceptance hereof, and no amounts or benefits shall be due to you, should you not satisfactorily complete the background check or should any of your responses to the D&O Questionnaire be found disqualifying, as determined in the sole discretion of the Board.

As a condition of your employment, you will be required to sign our standard Employment Agreement and Arbitration Agreement, pursuant to which you will acknowledge and agree, among other things, that your employment with Skyworks will be at-will, of an indefinite duration and terminable with or without cause and with or without notice at any time, either by you or Skyworks, and that you will arbitrate any disputes that may arise. We ask that you review the Employment Agreement and Arbitration Agreement prior to your start date. In addition, when you report to work you will be required to acknowledge your receipt and review of our Code of Business Conduct and Ethics, which, among other things, requires you to avoid any activity or relationship that would cause an actual or apparent conflict of interest with your responsibilities to Skyworks, and you will be required to sign and abide by all of Skyworks' written policies.

Additionally, shortly after accepting the offer and setting a start date, you will receive an email asking you to promptly log into our system and complete Section 1 of the Form I-9. You must complete Section 1 no later than the first day of your employment and submit acceptable documentation (as noted on the Form I-9) verifying your identity and work authorization within three days of starting employment.

#### *Drug-Free Workplace*

Skyworks is committed to providing a drug-free workplace. Therefore, all prospective employees are required to undergo a drug test before becoming a Skyworks employee. By accepting this employment offer, you agree to participate in a pre-employment drug-screening test and understand that employment is contingent upon successfully passing such a test. Detailed testing information is available from our Human Resources Department. If you require further information, please notify Kari Durham, Skyworks' SVP, Human Resources, so that we can

address any issues or concerns you may have. In order to allow sufficient time for processing, please complete the drug-screening test within three (3) days of accepting this offer.

*Effect of Resignation without Good Reason or Termination for Cause on Relocation Expenses*

Should you resign your employment without Good Reason or be terminated for Cause (each as defined in the Change in Control / Severance Agreement) within 18 months following reimbursement of Relocation Expenses, you agree to repay Skyworks the gross amount of such Relocation Expenses paid. Such repayment must be made within seven (7) business days following your separation from employment. By countersigning this letter, you hereby agree to make such repayment in the event of your resignation without Good Reason or termination for Cause.

*Clawback*

You acknowledge and agree that you will be subject to and bound by the terms and conditions of Skyworks' Executive Compensation Recovery Policy (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Clawback Policy"), a copy of which has been provided or made available to you. You will also be required to sign and return Skyworks' Attestation and Acknowledgement of Clawback Policy for New Section 16 Officers.

*Entire Agreement; Governing Law*

This offer letter (together with the Employment Agreement, Arbitration Agreement, Change in Control / Severance Agreement, the Clawback Policy and stock award plan documents referenced above) contains the entire understanding of the parties concerning its subject matter and supersedes any prior promises, representations, or offers, either written or oral, and may be modified only by a written instrument executed by both parties. The Company reserves the right to amend, modify, or eliminate standard employee benefit and compensation programs at any time with or without notice. This offer letter and any disputes hereunder shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of California.

Upon receiving this offer letter, please contact me to discuss any questions that you may have. Your offer is open for you to accept until 10:00 A.M. Pacific Time on January 31, 2025, at which time it will automatically be deemed to be withdrawn. Please indicate your acceptance of the offer by signing and returning a scanned copy of this letter via email to me.

Phil, we are excited about the possibility of your joining Skyworks and believe that you will make a significant contribution to our success. If you have any questions about any of the above, please call me.

Sincerely,

Skyworks Solutions, Inc.

/s/ Christine King

Chris King  
Lead Independent Director





February 17, 2025

Philip Brace

Re: Change in Control / Severance Agreement

Dear Phil:

This letter agreement (the "Agreement") sets out the severance arrangements concerning your employment with Skyworks Solutions, Inc. ("Skyworks"), other than with respect to the New Hire PSA (as defined in the offer letter between you and Skyworks, dated January 27, 2025, the "Offer Letter"), which, notwithstanding any provision in this Agreement, shall not be governed by this Agreement but shall instead be governed exclusively by the terms and conditions of the Performance Share Award, dated February 17, 2025 (including the specific provisions of this Agreement that are incorporated by reference into such Performance Share Award).

#### 1. Termination of Employment Related to Change in Control

1.1. If: (a) a Change in Control (as defined in Section 11 below) occurs during your employment and (b) your employment with Skyworks is terminated by Skyworks without Cause (as defined in Section 11 below) or you terminate your employment with Skyworks for Good Reason (as defined in Section 11 below), in either case within the period of time commencing three (3) months prior to and ending two (2) years following the Change in Control, then you will receive the benefits provided in Section 1.2 and Section 2 below.

1.2. Subject to the provisions of Sections 3.3, 6, 8 and 12: (a) as soon as practicable (but not more than sixty (60) days) after the date of any termination of your employment described in Section 1.1 (or such later date as may be required by this Section 1.2 or by Section 12), Skyworks shall pay you a lump sum equal to two (2) times the sum of (i) your rate of annual base salary in effect immediately prior to the Change in Control, and (ii) your target annual short-term cash incentive opportunity for the year in which the Change in Control occurs (or, if no target has yet been set for such year, the target annual short-term cash incentive opportunity for the prior year), in either case without regard to the relative achievement of any performance milestones which would otherwise impact payment of the short-term cash incentive; (b) if you have not yet received a cash incentive award under Skyworks' Executive Incentive Plan (the "EIP") for the fiscal year preceding the date of termination of your employment, Skyworks will pay you the EIP award you would have received for such prior fiscal year had you remained employed by Skyworks on the date of payment; (c) on the date of any termination described in Section 1.1, all of your then-outstanding Skyworks stock options shall remain exercisable for a period of thirty (30) months after the termination date (or, if earlier, until the last day of the full

option term), subject to their other terms and conditions; and (d) Skyworks shall make contributions to the cost of COBRA (Consolidated Omnibus Budget Reconciliation Act) coverage on your behalf (and on behalf of any applicable dependents) for a period of eighteen (18) months after your termination if you are eligible for and elect COBRA coverage, but only for so long as such coverage continues in force; provided, however, that if you commence new employment and are eligible for a new group health plan in connection with such employment, Skyworks' contributions toward COBRA coverage shall end when the new employment begins. The contribution to the cost of COBRA coverage to be made by Skyworks shall be determined on the same basis as Skyworks' contribution to Skyworks-provided medical, dental and vision insurance coverage in effect immediately before the termination of your employment for an active employee with the same coverage elections. Notwithstanding the foregoing, in the event that Skyworks' provision of such COBRA payments will violate the nondiscrimination requirements of applicable law, Skyworks will not provide contributions to the cost of COBRA and this benefit shall not apply. Notwithstanding anything in this Agreement to the contrary, in the event that your employment is terminated prior to the Change in Control, no payments shall be made under this Section 1.2 until after the effective date of the Change in Control.

## 2. Effect of Change in Control on Equity Awards

2.1. For purposes of this Section 2, "Equity Acceleration Date" means:

(a) the effective date of the Change in Control, in the event that you experience a termination of employment described in Section 1.1 that is within the period of time commencing three (3) months prior to the Change in Control and ending on the effective date of the Change in Control; or

(b) the effective date of your termination of employment, in the event that you experience a termination of employment described in Section 1.1 that is within the period of time commencing on the effective date of the Change in Control and ending two (2) years following the Change in Control.

2.2. In the event that you experience a termination of employment without Cause or for Good Reason, as described in Section 1.1, that is within the period of time commencing three (3) months prior to the Change in Control and ending on the effective date of the Change in Control, then on the date of your termination, each outstanding and unvested equity award held by you as of the day prior to the date of your termination of employment shall:

(a) remain outstanding for the period of three months following your termination of employment with any vesting of such award, after giving effect to any vesting acceleration provided for under Section 3.2 hereof, as applicable, being suspended until it is determined whether there is a Change in Control during the three (3) month period following your termination of employment;

(b) if a Change in Control occurs within the three (3) month period following your termination of employment, after giving effect to any vesting acceleration provided for under Section 3.2, as applicable, be treated as if you had remained employed by Skyworks through the effective date

of the Change in Control and notwithstanding any vesting schedule, forfeiture provisions, or anything else to the contrary in the respective award agreement or plan document governing such award, subject to the same terms and conditions as in effect immediately prior to your termination of employment and subject to any applicable provisions of this Section 2; and

(c) if no Change in Control occurs within the three (3) month period following your termination of employment, terminate and be of no further force or effect except as otherwise provided in this Agreement.

2.3. If a Change in Control occurs during your employment, then the following provisions shall apply to your then-outstanding equity awards (including any equity awards that remain outstanding as of the Change in Control pursuant to Section 2.2):

(a) In the event that you hold a performance-based equity award that vests based upon the achievement of performance metrics and upon providing continued service to Skyworks, and the Change in Control occurs prior to the “measurement date” (i.e. the last day of the applicable performance period) for such award, then upon the effective date of the Change in Control such award shall be earned as to the greater of (i) the “Target” level of shares for such award, or (ii) the number of shares that would have been earned pursuant to the terms of such award based upon performance up through and including the day prior to the date of the Change in Control; provided, however, that if the Compensation Committee of the Board of Directors of Skyworks (the “Compensation Committee”) determines in its sole discretion that it is impracticable to calculate the number of shares that would have been earned under subsection (ii) above with respect to one or more of the applicable performance metrics of the award, then such award shall be earned as to the “Target” level of shares covered by such performance metric(s). For the avoidance of doubt, any deemed satisfaction of performance goals as described in this Section 2.3(a) shall occur prior to the assumption, substitution, or accelerated vesting of such award as provided in this Section 2.3 or in Section 2.4.

(b) In the event that the successor or surviving company in the Change in Control does not agree to assume, or substitute for, an equity award (or in which Skyworks is the ultimate parent corporation and does not agree to continue the equity award) on substantially similar terms with substantially equivalent economic benefits (which benefits shall include, for the avoidance of doubt, the liquidity of the securities underlying the assumed or substituted award following the Change in Control) as exist for such award immediately prior to the Change in Control, as determined in the sole discretion of the Compensation Committee, then such equity award shall, immediately prior to the Change in Control, automatically become vested, exercisable, and issuable, and any forfeiture restrictions thereon shall immediately lapse, as applicable, in each case, with respect to one-hundred percent (100%) of that number of then-unvested shares underlying such equity award, after giving effect to any deemed satisfaction of performance goals as described in Section 2.3(a).

(c) In the event that the successor or surviving company in the Change in Control agrees to assume, or substitute for, an outstanding equity award (or in which Skyworks is the ultimate parent corporation and agrees to continue the equity award) on substantially similar terms with substantially equivalent economic benefits (which benefits shall include, for the avoidance of

doubt, the liquidity of the securities underlying the assumed or substituted award following the Change in Control) as exist for such award immediately prior to the Change in Control (but after giving effect to any deemed satisfaction of performance goals as described in Section 2.3(a)), as determined in the sole discretion of the Compensation Committee, then for the avoidance of doubt, such equity award shall continue to be subject to the same time-based vesting schedule to which the award was subject immediately prior to the Change in Control.

2.4. Subject to the provisions of Sections 3.3, 6, 8 and 12 below, each outstanding and unvested equity award held by you on the Equity Acceleration Date that, pursuant to its terms and after giving effect to any deemed satisfaction of performance goals as described in Section 2.3(a) and any deemed continued employment through the effective date of the Change in Control as described in Section 2.2, vests solely based upon providing continued service to Skyworks (or, if applicable, a successor corporation to Skyworks), including, without limitation, stock options, restricted stock awards (including restricted stock unit awards), and performance-based equity awards that are earned but unissued, shall on the Equity Acceleration Date automatically become vested, exercisable, and issuable, and any forfeiture restrictions thereon shall immediately lapse, as applicable, in each case, with respect to one-hundred percent (100%) of that number of then- unvested shares underlying such equity award. For the avoidance of doubt, the reference in this Section 2.4 to “performance-based equity awards that are earned but unissued” shall include any awards (i) for which the measurement date occurs on or prior to the effective date of the Change in Control, and (ii) for which the Change in Control occurs prior to the measurement date and which are upon the Change in Control converted into, or substituted by, awards vesting solely based upon providing continued service to Skyworks or its successor, pursuant to Section 2.3 above.

2.5. Subject to Section 12.4, any shares that are issued pursuant to Section 2.3(b) or Section 2.4 shall be issued to you on, or as soon as practicable (but not more than sixty (60) days) after, the Equity Acceleration Date (or such later date as may be required by Section 12.3).

### 3. Termination of Employment Unrelated to Change in Control

3.1. If, during your employment, your employment with Skyworks is terminated by Skyworks without Cause or you terminate your employment with Skyworks for Good Reason, in each case more than three (3) months prior to a Change in Control or more than two (2) years following a Change in Control, then you will receive the benefits specified in Section 3.2 below. For the avoidance of doubt, if at any time your employment is terminated by Skyworks for Cause or by you without Good Reason, you will not be entitled to receive the benefits specified in Section 3.2 below (or, for the avoidance of doubt, in Sections 1.2 or 2 above).

3.2. Subject to the provisions of Sections 3.3, 6, 8 and 12: (a) as soon as practicable (but not more than sixty (60) days) after the date of any termination of your employment described in Section 3.1 (or such later date as may be required by Section 12.3), Skyworks shall pay you a lump sum equal to one and one-half (1.5) times (x) your rate of annual base salary and (y) target annual short-term cash incentive opportunity in effect immediately prior to such termination (or, if no target has been set for such year, the target annual short-term cash incentive opportunity for the prior year); (b) if you have not yet received a cash incentive award under the EIP for the

fiscal year preceding the date of termination of your employment, Skyworks will pay you the EIP award you would have received for such prior fiscal year had you remained employed by Skyworks on the date of payment; (c) (i) all of your Skyworks stock options will become immediately exercisable and, except as otherwise stated in this Agreement, the exercise period of such options shall be extended so that such options remain exercisable for a period of two (2) years after the termination date (or, if earlier, until the last day of the full option term), subject to their other terms and conditions, (ii) each outstanding time-based restricted stock award (including an award of time-based restricted stock units) shall become immediately vested and free from restrictions as of such termination date, and (iii) you will be entitled to receive the number of performance shares (x) that are earned but unissued (i.e., the termination date is after the measurement date of an award) as soon as practicable (but not more than sixty (60) days) after the date of your termination (or such later date as may be required by Section 12.3 or 12.4) and (y) you would have earned had you remained employed through the measurement date (i.e., where the termination date is prior to the measurement date of an award) with respect to a performance metric for which the measurement date is no more than 12 months after the termination date as soon as practicable (but not more than sixty (60) days) after the measurement date (or such later date as may be required by Section 12.3 or 12.4); and (d) Skyworks shall make contributions to the cost of COBRA (Consolidated Omnibus Budget Reconciliation Act) coverage on your behalf (and on behalf of any applicable dependents) for a period of fifteen (15) months after your termination if you are eligible for and elect COBRA coverage, but only for so long as such coverage continues in force; provided, however, that if you commence new employment and are eligible for a new group health plan in connection with such employment, Skyworks' contributions toward COBRA coverage shall end when the new employment begins. The contribution to the cost of COBRA coverage to be made by Skyworks shall be determined on the same basis as Skyworks' contribution to Skyworks-provided medical, dental and vision insurance coverage in effect immediately before the termination of your employment for an active employee with the same coverage elections. Notwithstanding the foregoing, in the event that Skyworks' provision of such COBRA payments will violate the nondiscrimination requirements of applicable law, Skyworks will not provide contributions to the cost of COBRA and this benefit shall not apply.

3.3. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, in the event that you experience a termination of employment without Cause or for Good Reason as described in Section 1.1 and are therefore eligible to receive the benefits set forth in Sections 1.2 and 2 above, then you shall not be eligible to receive any benefits set forth in Section 3.2 following the later of (a) the date of your termination of employment, and (b) the effective date of the Change in Control. Any payments and benefits to which you become entitled under Section 1.2 upon the effective date of a Change in Control, as a result of a qualifying termination of employment within the three (3) months prior to such Change in Control, shall be reduced in amount or duration, as applicable, equal to the payments and benefits you have received pursuant to Section 3.2 prior to the effective date of such Change in Control, if any.

#### 4. Termination of Employment Due to Death or Disability

4.1. In the event of your termination of employment due to death or permanent disability (within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986 (the “Code”)) during your employment, on the date of such termination each outstanding and unvested equity award held by you that, pursuant to its terms, vests solely based upon providing continued service to Skyworks, including, without limitation, stock options, restricted stock awards (including restricted stock unit awards), and performance-based equity awards that are earned but unissued, shall automatically become vested, exercisable, and issuable, and any forfeiture restrictions thereon shall immediately lapse, as applicable, in each case, with respect to one-hundred percent (100%) of that number of then-unvested shares underlying such equity award.

4.2. All outstanding stock options that are exercisable upon your termination of employment due to death or permanent disability (including any stock options that become vested and exercisable pursuant to Section 4.1) shall remain exercisable for a period of time expiring on the earlier of (a) the one (1) year anniversary of your termination of employment due to death or permanent disability, and (b) the final expiration date of such stock options as set forth in the applicable stock option agreement, subject to their other terms and conditions.

4.3. In the event that you hold a performance-based equity award that vests based upon the achievement of performance metrics and upon providing continued service to Skyworks and your termination of employment due to death or permanent disability occurs prior to the “measurement date” (i.e. the last day of the applicable performance period) for such award, then, each such award shall, as of the measurement date, (a) be earned as to the greater of (i) the “Target” level of shares for such award, or (ii) the number of shares that would have been earned pursuant to the terms of such award had you remained employed through the measurement date, and (b) automatically become vested, exercisable, and issuable, and any forfeiture restrictions thereon shall immediately lapse, as applicable, in each case, as of the measurement date, with respect to one- hundred percent (100%) of that number of then-unvested shares underlying such equity award that are earned pursuant to (a) above.

4.4. Subject to Section 12.4, any shares that are issued pursuant to Section 4.1 shall be issued to you (or to your estate, if applicable) as soon as practicable (but not more than sixty (60) days) after the date of your termination (or such later date as may be required by Section 12.3). Subject to Section 12.4, any shares that are issued pursuant to Section 4.3 shall be issued to you (or to your estate, if applicable) as soon as practicable (but not more than sixty (60) days) after the measurement date.

#### 5. Other Terminations of Employment

In the event of your termination of employment by Skyworks for Cause or by you for any or no reason other than as a termination of employment described in Sections 1.1, 3.1, or 4.1, you shall not be entitled to any benefits under this Agreement. However, Skyworks shall pay you any unpaid wages and vacation time as may be required by applicable law and provide you with the ability to elect any continued health coverage as may be required under COBRA or similar state law.

## 6. Limitation on Benefits

6.1. Notwithstanding anything contained in this Agreement to the contrary, to the extent that the payments and benefits provided under this Agreement, and payments and benefits provided to you, or for your benefit, under any other plan or agreement (such payments or benefits, the "Benefits") would be subject to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), the Benefits shall be reduced (but not below zero) if and to the extent that a reduction in the Benefits would result in your retaining a larger amount, on an after-tax basis (taking into account federal, state and local income taxes and the Excise Tax), than if you received all of the Benefits (such reduced amount, the "Limited Benefit Amount").

6.2. A determination as to whether the Benefits shall be reduced to the Limited Benefit Amount pursuant to this Section 6 and the amount of such Limited Benefit Amount shall be made by Skyworks' independent public accountants or another certified public accounting firm, executive compensation consulting firm or law firm of national reputation designated by Skyworks (the "Firm") at Skyworks' expense. The Firm shall provide its determination (the "Determination"), together with detailed supporting calculations and documentation to you and to Skyworks within ten (10) business days of the date on which your right to the Benefits is triggered (if requested at that time by you or by Skyworks) or such other time as reasonably requested by you or by Skyworks. Unless you provide written notice to Skyworks within ten (10) business days of the delivery to you of the Determination that you dispute such Determination, the Determination shall be binding, final and conclusive upon you and Skyworks. If the Firm determines that no Excise Tax is payable by you with respect to any Benefits, it shall furnish to you and to Skyworks, in writing, a summary of the assumptions and calculations made by the Firm to support its conclusion that no Excise Tax will be imposed with respect to any such Benefits.

6.3. Any reduction in payments and/or benefits pursuant to this Section 6 to effectuate the Limited Benefit Amount shall occur in the following order: (1) reduction of cash payments; (2) cancellation of accelerated vesting of equity awards other than stock options; (3) cancellation of accelerated vesting of stock options; and (4) reduction of other benefits payable to you.

## 7. Non-Solicitation

7.1. You agree that while employed by Skyworks and for one (1) year thereafter, you will not, either directly or through others, raid, solicit, or attempt to solicit any employee of Skyworks or any subsidiary or affiliate of Skyworks (collectively, the "Company") to terminate his or her relationship with the Company in order to become an employee or independent contractor (including a consultant or advisor) to or for any person or entity. You further agree that you will not disrupt or interfere or attempt to disrupt or interfere with the Company's relationships with such employees.

7.2. You understand and acknowledge that Skyworks' remedies at law for breach of any of the restrictions in this Section 7 are inadequate and that any such breach will cause irreparable harm to Skyworks. You therefore agree that in addition and as a supplement to such other rights and remedies as may exist in Skyworks' favor, Skyworks may apply to any court having jurisdiction

to enforce the specific performance of the restrictions in this Section 7, and may apply for injunctive relief against any act which would violate those restrictions.

## 8. Release of Claims

Skyworks shall have no obligation to make any payments or provide any benefits pursuant to Sections 1, 2, or 3, as applicable, and you shall not be eligible to receive any such benefits, unless (a) you sign and deliver to the General Counsel of Skyworks a release of claims in substantially the form attached hereto as Exhibit A, updated for changes to relevant laws, rules and regulations (the "Release"), and (b) the Release has become non-revocable by the sixtieth (60th) day following the date of termination of your employment.

## 9. Term

This Agreement shall terminate automatically upon your termination of employment; provided, however, for the avoidance of doubt, that following such termination (i) the Company's obligations to provide payments or benefits to you in accordance with the terms hereof shall survive any such termination of this Agreement and (ii) your obligations pursuant to Section 7 shall survive any such termination of this Agreement and extend throughout the non-solicitation period.

## 10. Entire Agreement

10.1. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter contained herein and you shall not be eligible to receive severance or similar payments or benefits under any severance plan, program or policy maintained by Skyworks.

10.2. You acknowledge and agree that you will be subject to and bound by the terms and conditions of Skyworks' Executive Compensation Recovery Policy (as it may be amended, restated, supplemented or otherwise modified from time to time) or any other compensation clawback policy that Skyworks has in effect or may implement in the future.

10.3. You acknowledge and agree that your employment with Skyworks will at all times be "at will" and that your employment can be terminated with or without Cause at any time, with or without advance notice.

## 11. Definitions

11.1. "Cause" means:

- (a) your deliberate dishonesty that is significantly detrimental to the best interests of Skyworks or any subsidiary or affiliate;
- (b) conduct on your part constituting an act of moral turpitude;
- (c) conviction of, or plea of guilty or *nolo contendere* to, a felony;

(d) your willful disloyalty to Skyworks or refusal or failure to obey the directions of the Board of Directors of Skyworks (the “Board”); or

(e) your incompetent performance or substantial or continuing inattention to or neglect of duties assigned to you.

Any determination of Cause must be made by the full Board at a meeting duly called with you present and voting and, if you wish, with your legal counsel present.

11.2. “Change in Control” means an event or occurrence set forth in any one or more of subsections (a) through (d) below (including an event or occurrence that constitutes a Change in Control under one of such subsections but is specifically exempted from another such subsection):

(a) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Person”) of beneficial ownership of any capital stock of Skyworks if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 40% or more of either (x) the then-outstanding shares of common stock of Skyworks (the “Outstanding Company Common Stock”) or (y) the combined voting power of the then-outstanding securities of Skyworks entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this subsection (a), the following acquisitions shall not constitute a Change in Control: (i) any acquisition directly from Skyworks (excluding an acquisition pursuant to the exercise, conversion or exchange of any security exercisable for, convertible into or exchangeable for common stock or voting securities of Skyworks, unless the Person exercising, converting or exchanging such security acquired such security directly from Skyworks or an underwriter or agent of Skyworks), (ii) any acquisition by Skyworks, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by Skyworks or any corporation controlled by Skyworks, or (iv) any acquisition by any corporation pursuant to a transaction which complies with clauses (i) and (ii) of subsection (c) of this Section 11.2; or

(b) such time as the Continuing Directors (as defined below) do not constitute a majority of the Board (or, if applicable, the Board of Directors of a successor corporation to Skyworks), where the term “Continuing Director” means at any date a member of the Board (i) who was a member of the Board on the date of the execution of this Agreement or (ii) who was nominated or elected subsequent to such date by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of such nomination or election; provided, however, that there shall be excluded from this clause (ii) any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board; or

(c) the consummation of a merger, consolidation, reorganization, recapitalization or statutory share exchange involving Skyworks or a sale or other disposition of all or substantially all of the

assets of Skyworks in one or a series of transactions (a “Business Combination”), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (i) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then- outstanding shares of common stock and the combined voting power of the then- outstanding securities entitled to vote generally in the election of directors, respectively, of the resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns Skyworks or substantially all of Skyworks’ assets either directly or through one or more subsidiaries) (such resulting or acquiring corporation is referred to herein as the “Acquiring Corporation”) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively; and (ii) no Person (excluding any employee benefit plan (or related trust) maintained or sponsored by Skyworks or by the Acquiring Corporation) beneficially owns, directly or indirectly, 40% or more of the then-outstanding shares of common stock of the Acquiring Corporation, or of the combined voting power of the then-outstanding securities of such corporation entitled to vote generally in the election of directors (except to the extent that such ownership existed prior to the Business Combination); or

(d) approval by the stockholders of Skyworks of a complete liquidation or dissolution of Skyworks.

Notwithstanding anything herein to the contrary, to the extent that any payment or benefit hereunder constitutes nonqualified deferred compensation within the meaning of Section 409A (as defined below), then, with respect to such payment or benefit, any event constituting a Change in Control above must also constitute a “change in control event” within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(i).

11.3. “Good Reason” means the occurrence of any of the following events without your prior written consent:

(a) a material diminution of your base compensation;

(b) a material diminution in your authority, duties or responsibilities, including the Company’s failure to nominate you for election to the Board of Directors and use reasonable efforts to have you re-elected;

(c) a requirement that you report to a corporate officer or employee instead of reporting directly to the Board;

(d) in the event you relocate your primary residence to the vicinity of the Company’s principal executive offices in Irvine, California, the relocation of such principal executive offices by at least 50 miles and to a location such that your daily commuting distance is increased; or

(e) any action or inaction constituting a material breach by Skyworks of the terms of this Agreement.

Your termination of employment shall not be deemed to be for Good Reason unless, within ninety (90) days of the occurrence of the event constituting Good Reason, you have provided Skyworks with (i) at least sixty (60) days' advance written notice of your decision to terminate your employment for Good Reason, and (ii) a period of not less than thirty (30) days to cure the event or condition described in subsections (a), (b), (c), (d), (e) or (f) above, and Skyworks has either failed to so cure the event or waived its right to cure the event, to the extent it is then subject to cure.

## 12. Miscellaneous

12.1. In accordance with Skyworks' Executive Officer Cash Severance Limitation Policy (the "Cash Severance Limitation Policy"), in no event shall the Cash Severance Benefits (as defined in the Cash Severance Limitation Policy, as in effect on the date hereof) provided to you under this Agreement exceed 2.99 times the sum of your Base Salary and Target Bonus (each as defined in the Cash Severance Limitation Policy) (the "Maximum Cash Amount"). If the Cash Severance Benefits you are eligible to receive hereunder would exceed the Maximum Cash Amount, they shall be reduced to an amount equal to, but no greater than, the Maximum Cash Amount. For avoidance of doubt, the Cash Severance Benefits do not include the payment, vesting, acceleration or other handling of the three equity incentive awards granted as inducement grants pursuant to the Offer Letter.

12.2. All claims by you for benefits under this Agreement shall be directed to and determined by the Board and shall be in writing. Any denial by the Board of a claim for benefits under this Agreement shall be delivered to you in writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board shall afford a reasonable opportunity to you for a review of the decision denying a claim. Any further dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in accordance with the terms and conditions of the Company's standard form of arbitration agreement. Skyworks agrees to pay as incurred, to the full extent permitted by law, all legal, accounting and other fees and expenses which you may reasonably incur as a result of any claim or contest (regardless of the outcome thereof) by Skyworks, you or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by you regarding the amount of any payment or benefits pursuant to this Agreement), plus in each case interest on any delayed payment at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code. Notwithstanding anything in this Agreement to the contrary (a) no provision of this Agreement shall operate to extend the life of any option beyond the term originally stated in the applicable option grant or option agreement, (b) the reimbursement of a fee or expense pursuant to this Section 12 shall be provided not later than the calendar year following the calendar year in which the fee or expense was incurred, (c) the amount of fees and expenses eligible for reimbursement during any calendar year may not affect the amount of fees and expenses eligible for reimbursement in any other calendar year, (d) the right to reimbursement under this Section 12 is

not subject to liquidation or exchange for another benefit and (e) the obligation of Skyworks under this Section 12 shall survive the termination for any reason of this Agreement and shall remain in effect until the applicable statute of limitation has expired with respect to any claim or contest (regardless of the outcome thereof) by Skyworks, you or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by you regarding the amount of any payment or benefits pursuant to this Agreement).

12.3. This Agreement is intended to comply with or be exempt from Section 409A of the Code and any related regulations or other applicable guidance promulgated thereunder (collectively, "Section 409A"), to the extent applicable. It is the intent of the parties hereto that all severance payments and benefits provided pursuant to this Agreement qualify as short-term deferrals, as defined in Treasury Regulation §1.409A-1(a)(4), separation pay due to an involuntary separation from service under Treasury Regulation §1.409A-1(b)(9)(iii), reimbursement of medical benefits under Treasury Regulation §1.409A-1(b)(9)(v)(B), and/or limited payments, as defined in Treasury Regulation §1.409A-1(b)(9)(v)(D), to the extent applicable. If (a) it is determined that any payments or benefits provided pursuant to this Agreement that are paid upon "separation from service" (as that term is used in Section 409A) constitute deferred compensation for purposes of Section 409A (after taking into account the exceptions listed in the prior sentence and/or any other applicable exceptions) and (b) you are a "specified employee" (as that term is used in Section 409A) when your employment terminates, such payments or benefits (or portions thereof) that constitute deferred compensation payable upon a separation from service that are to be paid or provided during the six (6) month period following termination of your employment shall not be paid or provided until the first business day after the date that is six (6) months following termination of your employment or, if earlier, the first business day following the date of your death. The payment that is made pursuant to the prior sentence shall include the cumulative amount of any amounts that could not be paid during the six (6) month period. Each installment payment under this Agreement shall be treated as a separate payment as defined under Treasury Regulation §1.409A-2(b)(2).

12.4. Except as expressly provided in this Section 12, neither you nor Skyworks shall have the right to accelerate or to defer the delivery of the payments or benefits to be made or provided under this Agreement and in no event shall you have the right to designate in which tax year a payment will be made or benefit will be provided. Accordingly, if the sixty (60) day period during which the Release (described in Section 8) must be executed, delivered, and become irrevocable straddles two tax years, no payments or benefits will be made or provided to you before the first business day of the second tax year. Notwithstanding anything in this Agreement to the contrary, references to employment termination in Sections 1, 2, 3, or 4, as applicable, shall be interpreted to mean "separation from service," as that term is used in Section 409A of the Code and related regulations. Accordingly, payments to be made under Sections 1, 2, 3, or 4, as applicable, shall not be made unless a separation from service (within the meaning of Section 409A of the Code and related regulations) shall have occurred.

12.5. Skyworks may withhold (or cause to be withheld) from any payments made under this Agreement, all federal, state, city or other taxes as shall be required to be withheld pursuant to any law or governmental regulation or ruling.

12.6. Skyworks shall require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of Skyworks (the "Acquisition"), as a condition precedent to the Acquisition, to expressly assume and agree in writing, with a copy to you, to perform this Agreement in the same manner and to the same extent as Skyworks would be required to perform this Agreement as if no such succession had taken place. You acknowledge and agree, and Skyworks acknowledges and agrees, that, without limitation to any other provision of this Agreement which is also "material," this provision is a material term of this Agreement and an important clause benefiting you, to assure you that the obligation of Skyworks to provide you with the existing benefits made available under this Agreement, are adhered to by any successor to Skyworks, and the provision also benefits Skyworks in that the assurance to you afforded by this provision is an important retention incentive to have you remain in the employment of Skyworks.

12.7. This Agreement may be modified only by a written instrument executed by both parties.

12.8. This Agreement and any disputes hereunder shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Please sign both copies of this Agreement and return one to Skyworks.

Sincerely,

SKYWORKS SOLUTIONS, INC.

/s/ Karilee Durham

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By: Karilee Durham

Senior Vice President Human Resources

AGREED TO:

/s/ Philip G. Brace

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By: Philip G. Brace

Date: February 17, 2025

## EXHIBIT A

### Form of Release of Claims

In consideration for receiving benefits pursuant to Sections 1, 2, or 3, as applicable, of the Change in Control/Severance Agreement dated February 17, 2025, between you and Skyworks Solutions, Inc. (the “Company”) (the “Severance Agreement”), you, on behalf of yourself and your representatives, agents, estate, heirs, successors and assigns, agree to and do hereby fully, forever, irrevocably and unconditionally waive, release and discharge the Company, and each of its affiliated or related entities, parents, subsidiaries, predecessors, successors, assigns, divisions, owners, stockholders, partners, directors, officers, attorneys, insurers, benefit plans, employees and agents, whether previously or hereinafter affiliated in any manner, as well as all persons or entities acting by, through, or in concert with any of them (collectively, the “Released Parties”), from any and all claims, debts, contracts, obligations, promises, controversies, agreements, liabilities, charges, demands, actions, suits, disputes, agreements, damages, attorneys’ fees, and complaints of every kind and nature whatsoever, whether or not now known, suspected, claimed, matured or unmatured, existing or contingent, from the beginning of time until the moment you have signed this release of claims agreement (the “Release”), against the Released Parties (whether directly or indirectly), or any of them, by reason of any act, event or omission concerning any matter, cause or thing, including, but not limited to, any and all claims arising out of or relating to your employment with and/or separation from the Company, including without limiting the generality of the foregoing, all claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., (including the Older Workers Benefit Protection Act), the Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff et seq., the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq., the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., the Equal Pay Act of 1963, 29 U.S.C. § 206(d), the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq., the Worker Adjustment Retraining and Notification Act, 29 U.S.C. § 2101 et seq., the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq., and any applicable Executive Orders, all as amended; all claims arising out of the California Fair Employment and Housing Act, Cal. Gov’t. Code § 12900 et seq., the California Equal Pay Act, Cal. Lab. Code § 1197.5 et seq., the California Family Rights Act, Cal. Gov’t. Code § 12945.1 et seq. and § 19702.3, the Cal-WARN Act, Cal. Lab. Code §§ 1400-1408, Cal. Lab. Code § 233 (California’s kin care law), Cal. Code Regs. tit. 2, §§ 7291.2– 7291.16 (California’s pregnancy leave law), California Unruh Civil Rights Act, Cal. Civ. Code § 51 et seq., and Cal. Lab. Code §§ 98.6 and 1102.5 (California whistleblower protection laws), all as amended; all common law claims including, but not limited to, actions for wrongful discharge, breach of contract (including, without limitation, all claims arising out of or related to the offer letter between you and the Company dated January 27, 2025, as it may have been amended, and all claims arising out of or related to the Severance Agreement), infliction of emotional distress, defamation, misrepresentation, and fraud; all claims to any non-vested ownership interest in the Company or any of its affiliates, contractual or otherwise; all state and federal whistleblower claims to the maximum extent permitted by law; and any claim or damage arising out of your employment with and/or separation from the Company (including a claim for retaliation) under any common law theory or any federal, state

or local statute or ordinance not expressly referenced above. *Notwithstanding the foregoing, nothing in this Release shall be deemed to prohibit you from filing a charge with, or participating in any investigation or proceeding before, any local, state or federal government agency, including, without limitation, the EEOC or a state or local fair employment practices agency. You retain the right to participate in any such action but not the right to recover money damages or other individual legal or equitable relief awarded by any such governmental agency, including any payment, benefit, or attorneys' fees, and hereby waive any right or claim to any such relief; provided, however, that nothing herein shall bar or impede in any way your ability to seek or receive a monetary incentive award from any governmental agency or regulatory authority in connection with information provided to the governmental agency or regulatory authority.*

You knowingly and voluntarily waive any and all rights you may have under Section 1542 of the California Civil Code, or any other similar state statutes or laws, regarding the waiver of unknown claims. Section 1542 states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the provisions of Section 1542, or any similar state statutes or laws, and for the purpose of implementing a full and complete release and discharge of the Released Parties, you expressly acknowledge that this Release is intended to include and does include in its effect, without limitation, all claims which you do not know or suspect to exist in your favor against the Released Parties, or any of them, at the moment of execution hereof, and that this Release expressly contemplates the extinguishment of all such claims.

BY SIGNING THIS RELEASE, YOU REPRESENT AND AGREE THAT:

1. YOU UNDERSTAND ALL OF ITS TERMS AND KNOW THAT YOU ARE GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED BY THE OLDER WORKERS BENEFIT PROTECTION ACT; TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963; THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;
2. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND YOU HAVE EITHER DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, YOU HAVE CHOSEN NOT TO DO SO OF YOUR OWN VOLITION;
3. YOU HAVE HAD AT LEAST [21/45] DAYS FROM THE DATE OF YOUR RECEIPT OF THIS RELEASE SUBSTANTIALLY IN ITS FINAL FORM ON [ ], TO CONSIDER IT AND YOU HAVE RECEIVED CONSIDERATION BEYOND THAT TO WHICH YOU WERE PREVIOUSLY ENTITLED; AND

4. YOU UNDERSTAND THAT YOU HAVE SEVEN DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED.

Agreed:

Date:

Acknowledged: SKYWORKS SOLUTIONS, INC.

By:

Date:

## CERTIFICATION OF THE CEO PURSUANT TO SECURITIES EXCHANGE ACT RULES 13a-14(a) AND 15d-14(a) AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Philip G. Brace, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Skyworks Solutions, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2025

/s/ Philip G. Brace

Philip G. Brace  
President and Chief Executive Officer

## CERTIFICATION OF THE CFO PURSUANT TO SECURITIES EXCHANGE ACT RULES 13a-14(a) AND 15d-14(a) AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Kris Sennesael, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Skyworks Solutions, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2025

/s/ Kris Sennesael

Kris Sennesael

Senior Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of Skyworks Solutions, Inc. (the "Company") on Form 10-Q for the period ended March 28, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Philip G. Brace, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Philip G. Brace

Philip G. Brace  
President and Chief Executive Officer

May 7, 2025

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Skyworks Solutions, Inc. (the "Company") on Form 10-Q for the period ended March 28, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Kris Sennesael, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Kris Sennesael

Kris Sennesael  
Senior Vice President and Chief Financial Officer  
May 7, 2025