

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 July 3, 2026

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 July 23, 2026, the registrant had 150,472,782 shares of common stock, par value \$0.25 per share, outstanding.

SKYWORKS SOLUTIONS, INC.
QUARTERLY REPORT ON FORM 10-Q
FOR THE QUARTER ENDED JULY 3, 2026

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PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS (UNAUDITED).

SKYWORKS SOLUTIONS, INC. CONSOLIDATED STATEMENTS OF OPERATIONS

(Unaudited, in millions, except per share amounts)

	Three Months Ended		Nine Months Ended	
	July 3, 2026	June 27, 2025	July 3, 2026	June 27, 2025
Net revenue	\$ 934.8	\$ 965.0	\$ 2,913.9	\$ 2,986.7
Cost of goods sold	559.8	564.0	1,726.3	1,752.1
Gross profit	375.0	401.0	1,187.6	1,234.6
Operating expenses:				
Research and development	207.8	199.4	623.5	562.4
Selling, general, and administrative	98.7	89.3	326.8	259.9
Amortization of intangibles	0.2	0.2	0.7	0.7
Restructuring, impairment, and other charges	19.8	1.5	42.2	22.6
Total operating expenses	326.5	290.4	993.2	845.6
Operating income	48.5	110.6	194.4	389.0
Interest expense	(5.9)	(6.6)	(19.8)	(20.2)
Other income, net	6.2	8.0	29.3	35.9
Income before income taxes	48.8	112.0	203.9	404.7
Provision for income taxes	14.9	7.0	55.2	69.0
Net income	\$ 33.9	\$ 105.0	\$ 148.7	\$ 335.7
Earnings per share:				
Basic	\$ 0.23	\$ 0.70	\$ 0.99	\$ 2.15
Diluted	\$ 0.22	\$ 0.70	\$ 0.99	\$ 2.14
Weighted average shares:				
Basic	150.4	150.0	150.1	156.3
Diluted	151.4	150.3	150.8	156.9

See accompanying Notes to Consolidated Financial Statements.

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

	Three Months Ended		Nine Months Ended	
	July 3, 2026	June 27, 2025	July 3, 2026	June 27, 2025
Net income	\$ 33.9	\$ 105.0	\$ 148.7	\$ 335.7
Other comprehensive loss, net of tax:				
Fair value of investments	—	—	(0.1)	(0.1)
Pension adjustments	—	—	(0.2)	—
Comprehensive income	<u>\$ 33.9</u>	<u>\$ 105.0</u>	<u>\$ 148.4</u>	<u>\$ 335.6</u>

See accompanying Notes to Consolidated Financial Statements.

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

	As of	
	July 3, 2026 (unaudited)	October 3, 2025
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 790.0	\$ 1,161.3
Marketable securities	9.2	212.9
Receivables, net of allowances of \$0.9 and \$0.9, respectively	348.2	598.1
Inventory	1,015.5	754.7
Other current assets	548.0	350.0
Total current assets	2,710.9	3,077.0
Property, plant, and equipment, net	1,205.7	1,194.6
Operating lease right-of-use assets	174.7	192.4
Goodwill	2,176.7	2,176.7
Intangible assets, net	678.8	809.0
Deferred tax assets, net	368.1	375.6
Marketable securities	14.6	14.2
Other long-term assets	95.5	77.5
Total assets	<u>\$ 7,425.0</u>	<u>\$ 7,917.0</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 268.6	\$ 236.0
Accrued compensation and benefits	173.4	180.7
Current portion of long-term debt	—	499.4
Other current liabilities	432.3	407.1
Total current liabilities	874.3	1,323.2
Long-term debt	496.9	496.4
Long-term tax liabilities	108.5	85.7
Long-term operating lease liabilities	147.9	170.5
Other long-term liabilities	59.1	84.1
Total liabilities	1,686.7	2,159.9
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; 150.5 shares issued and outstanding at July 3, 2026, and 148.7 shares issued and outstanding at October 3, 2025	37.6	37.2
Additional paid-in capital	220.6	68.1
Retained earnings	5,485.5	5,656.9
Accumulated other comprehensive loss	(5.4)	(5.1)
Total stockholders' equity	<u>5,738.3</u>	<u>5,757.1</u>
Total liabilities and stockholders' equity	<u>\$ 7,425.0</u>	<u>\$ 7,917.0</u>

See accompanying Notes to Consolidated Financial Statements.

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

	Nine Months Ended	
	July 3, 2026	June 27, 2025
Cash flows from operating activities:		
Net income	\$ 148.7	\$ 335.7
Adjustments to reconcile net income to net cash provided by operating activities:		
Share-based compensation	168.9	168.9
Depreciation	216.1	206.3
Amortization of intangible assets	130.4	139.8
Deferred income taxes	7.6	21.1
Amortization of debt discount and issuance costs	1.4	1.5
Other, net	(2.7)	(5.2)
Changes in assets and liabilities:		
Receivables, net	250.0	112.6
Inventory	(268.1)	85.2
Accounts payable	30.0	32.6
Other current and long-term assets and liabilities	(166.1)	2.3
Net cash provided by operating activities	516.2	1,100.8
Cash flows from investing activities:		
Capital expenditures	(226.0)	(139.0)
Purchased intangibles	(19.8)	(24.1)
Purchases of marketable securities	(28.6)	(415.9)
Sales and maturities of marketable securities	232.7	473.9
Other	3.3	2.2
Net cash used in investing activities	(38.4)	(102.9)
Cash flows from financing activities:		
Repurchase of common stock - payroll tax withholdings on equity awards	(41.6)	(43.4)
Repurchase of common stock - stock repurchase program	(7.5)	(830.2)
Dividends paid	(320.1)	(327.0)
Proceeds from employee stock purchase plan	21.2	20.0
Debt financing costs	(1.1)	—
Payments of debt	(500.0)	—
Net cash used in financing activities	(849.1)	(1,180.6)
Net decrease in cash and cash equivalents	(371.3)	(182.7)
Cash and cash equivalents at beginning of period	1,161.3	1,368.6
Cash and cash equivalents at end of period	<u>\$ 790.0</u>	<u>\$ 1,185.9</u>
Supplemental cash flow disclosures:		
Income taxes paid	\$ 127.2	\$ 137.5
Interest paid	\$ 24.7	\$ 24.7
Incentives paid in common stock	\$ 16.6	\$ —
Non-cash investing in purchased intangibles, accrued but not paid	\$ —	\$ 84.9
Non-cash investing in capital expenditures, accrued but not paid	\$ 37.5	\$ 35.9
Operating lease assets obtained in exchange for new lease liabilities	\$ 5.5	\$ 27.1

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 October 3, 2025	148.7	\$ 37.2	\$ 68.1	\$ 5,656.9	\$ (5.1)	\$ 5,757.1
Net income	—	—	—	79.2	—	79.2
Exercise and settlement of share-based awards, net of shares withheld for taxes	1.2	0.3	(22.7)	—	—	(22.4)
Share-based compensation expense	—	—	51.7	—	—	51.7
Dividends declared	—	—	—	(106.4)	—	(106.4)
Other comprehensive loss	—	—	—	—	(0.3)	(0.3)
Balance at January 2, 2026	149.9	\$ 37.5	\$ 97.1	\$ 5,629.7	\$ (5.4)	\$ 5,758.9
Net income	—	\$ —	\$ —	\$ 35.6	\$ —	\$ 35.6
Exercise and settlement of share-based awards, net of shares withheld for taxes	0.5	0.1	20.0	—	—	20.1
Share-based compensation expense	—	—	57.9	—	—	57.9
Dividends declared	—	—	—	(106.8)	—	(106.8)
Balance at April 3, 2026	150.4	\$ 37.6	\$ 175.0	\$ 5,558.5	\$ (5.4)	\$ 5,765.7
Net income	—	\$ —	\$ —	\$ 33.9	\$ —	\$ 33.9
Exercise and settlement of share-based awards, net of shares withheld for taxes	0.1	—	(1.7)	—	—	(1.7)
Share-based compensation expense	—	—	47.3	—	—	47.3
Dividends declared	—	—	—	(106.9)	—	(106.9)
Balance at July 3, 2026	150.5	\$ 37.6	\$ 220.6	\$ 5,485.5	\$ (5.4)	\$ 5,738.3
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	160.7	\$ 40.2	\$ 283.7	\$ 6,082.4	\$ (5.6)	\$ 6,400.7
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	153.6	\$ 38.4	\$ —	\$ 5,907.6	\$ (5.7)	\$ 5,940.3
Net income	—	\$ —	\$ —	\$ 105.0	\$ —	\$ 105.0
Exercise and settlement of share-based awards, net of shares withheld for taxes	—	—	(4.5)	—	—	(4.5)
Share-based compensation expense	—	—	49.0	—	—	49.0
Repurchase of common stock	(5.2)	(1.3)	(44.5)	(287.6)	—	(333.4)
Dividends declared	—	—	—	(103.9)	—	(103.9)
Balance at June 27, 2025	148.4	\$ 37.1	\$ —	\$ 5,621.1	\$ (5.7)	\$ 5,652.5

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 October 3, 2025, filed with the SEC on November 7, 2025, as amended by Amendment No. 1 to such Annual Report on Form 10-K, filed with the SEC on January 30, 2026 (“2025 10-K”).

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, liabilities, and expenses, particularly those classified as Level 2 or Level 3 in the fair value hierarchy, including: 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 2, 2026 consists of 52 weeks (“fiscal 2026”). The fiscal year ended on October 3, 2025 consisted of 53 weeks (“fiscal 2025”). The three and nine months ended July 3, 2026, and June 27, 2025, each consisted of 13 weeks and 39 weeks, respectively.

Recently Issued Accounting Pronouncements

In December 2023, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“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 will provide the required disclosures of ASU 2023-09 in its fiscal 2026 annual report.

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.

In September 2025, the FASB issued ASU 2025-06, “Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software” (“ASU 2025-06”). ASU 2025-06 makes targeted improvements that clarify and modernize the accounting for costs related to internal-use software. ASU 2025-06 is effective for annual periods beginning after December 15, 2027, and interim periods within those annual periods, on either a prospective, retrospective, or modified basis. Early adoption is permitted. The Company is currently evaluating the impact of ASU 2025-06 on its consolidated financial statements and related disclosures.

In May 2026, the FASB issued ASU 2026-02, “Environmental Credits and Environmental Credit Obligations (Topic 818)” (“ASU 2026-02”). ASU 2026-02 provides specific guidance on the recognition, measurement, presentation, and disclosure requirements for entities that generate, purchase, or receive environmental credits or have a regulatory compliance obligation that may be settled with environmental credits. ASU 2026-02 is effective for annual periods beginning after December 15, 2027, and interim periods within those annual periods, on a retrospective basis. Early adoption is permitted. The Company is currently evaluating the impact of ASU 2026-02 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		Nine Months Ended	
	July 3, 2026	June 27, 2025	July 3, 2026	June 27, 2025
United States	\$ 704.9	\$ 724.7	\$ 2,198.0	\$ 2,295.5
Taiwan	72.5	75.8	229.1	195.6
China	66.6	64.6	191.5	193.7
South Korea	35.9	45.5	136.2	140.0
Europe, Middle East, and Africa	45.3	44.4	130.9	133.1
Other Asia-Pacific	9.6	10.0	28.2	28.8
Total net revenue	\$ 934.8	\$ 965.0	\$ 2,913.9	\$ 2,986.7

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

	Three Months Ended		Nine Months Ended	
	July 3, 2026	June 27, 2025	July 3, 2026	June 27, 2025
Distributors	\$ 775.2	\$ 816.8	\$ 2,506.6	\$ 2,590.2
Direct customers	159.6	148.2	407.3	396.5
Total net revenue	\$ 934.8	\$ 965.0	\$ 2,913.9	\$ 2,986.7

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	
	July 3, 2026	October 3, 2025	July 3, 2026	October 3, 2025
U.S. Treasury and government securities	\$ 7.0	\$ 112.4	\$ 12.7	\$ 14.2
Corporate bonds and notes	2.2	100.5	1.5	—
Municipal bonds	—	—	0.4	—
Total marketable securities	\$ 9.2	\$ 212.9	\$ 14.6	\$ 14.2

The contractual maturities of noncurrent available-for-sale marketable securities were within three years or less of issuance of the applicable securities. Neither gross unrealized gains and losses nor realized gains and losses were material as of July 3, 2026, or October 3, 2025.

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							
	July 3, 2026				October 3, 2025			
	Fair Value Measurements				Fair Value Measurements			
	Total	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3
Assets								
Cash and cash equivalents (1)	\$ 790.0	\$ 789.9	\$ 0.1	\$ —	\$ 1,161.3	\$ 1,120.3	\$ 41.0	\$ —
U.S. Treasury and government securities	19.7	4.7	15.0	—	126.6	109.1	17.5	—
Corporate bonds and notes	3.7	—	3.7	—	100.5	—	100.5	—
Municipal bonds	0.4	—	0.4	—	—	—	—	—
Non-qualified deferred compensation	0.3	0.3	—	—	—	—	—	—
Total assets at fair value	\$ 814.1	\$ 794.9	\$ 19.2	\$ —	\$ 1,388.4	\$ 1,229.4	\$ 159.0	\$ —

(1) Cash equivalents included in Levels 1 and 2 consist of money market funds, municipal bonds, corporate bonds and notes, and U.S. Treasury and government securities purchased with ninety days or less 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 nine months ended July 3, 2026 and June 27, 2025.

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			
	July 3, 2026		October 3, 2025	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
1.80% Senior Notes due 2026	\$ —	\$ —	\$ 499.4	\$ 491.1
3.00% Senior Notes due 2031	496.9	447.3	496.4	453.4
Total debt under Senior Notes	\$ 496.9	\$ 447.3	\$ 995.8	\$ 944.5

5. INVENTORY

Inventory consists of the following (in millions):

	As of	
	July 3, 2026	October 3, 2025
Raw materials	\$ 57.0	\$ 44.8
Work-in-process	626.4	540.6
Finished goods	332.1	169.3
Total inventory	<u>\$ 1,015.5</u>	<u>\$ 754.7</u>

6. PROPERTY, PLANT, AND EQUIPMENT, NET

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

	As of	
	July 3, 2026	October 3, 2025
Land and improvements	\$ 11.9	\$ 11.9
Buildings and improvements	673.3	649.0
Furniture and fixtures	98.4	95.6
Machinery and equipment	3,516.9	3,463.4
Construction in progress	134.3	86.7
Total property, plant, and equipment, gross	4,434.8	4,306.6
Accumulated depreciation	(3,229.1)	(3,112.0)
Total property, plant, and equipment, net	<u>\$ 1,205.7</u>	<u>\$ 1,194.6</u>

7. GOODWILL AND INTANGIBLE ASSETS

There were no changes to the carrying amount of goodwill during the three and nine months ended July 3, 2026.

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 in-process research and development (“IPR&D”) impairment noted during the three and nine months ended July 3, 2026 and June 27, 2025.

Intangible assets consist of the following (in millions):

	Weighted Average Amortization Period (Years)	As of					
		July 3, 2026			October 3, 2025		
		Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Developed technology and other	6.4	\$ 1,396.5	\$ (785.0)	\$ 611.5	\$ 1,396.5	\$ (678.5)	\$ 718.0
Technology licenses	3.2	106.8	(42.3)	64.5	167.0	(78.8)	88.2
In-process research and development	2.8	2.8	—	2.8	2.8	—	2.8
Total intangible assets		<u>\$ 1,506.1</u>	<u>\$ (827.3)</u>	<u>\$ 678.8</u>	<u>\$ 1,566.3</u>	<u>\$ (757.3)</u>	<u>\$ 809.0</u>

Fully amortized intangible assets are eliminated from both the gross and accumulated amortization amounts in the first quarter of each fiscal year. There were no transfers of IPR&D assets to definite-lived intangible assets during the three and nine months ended July 3, 2026 and the three months ended June 27, 2025. During the nine months ended June 27, 2025, \$24.7 million of IPR&D assets were transferred to definite-lived intangible assets, and are being amortized over their useful lives of eight years. Amortization expense related to definite-lived intangible assets was \$42.9 million and \$130.4 million for the three and nine

months ended July 3, 2026, respectively, primarily recorded within cost of goods sold. Amortization expense related to definite-lived intangible assets was \$45.8 million and \$139.8 million for the three and nine months ended June 27, 2025, 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 2026	2027	2028	2029	2030	Thereafter
Amortization expense	\$ 42.9	\$ 159.2	\$ 124.6	\$ 91.0	\$ 83.2	\$ 175.1

8. INCOME TAXES

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

	Three Months Ended		Nine Months Ended	
	July 3, 2026	June 27, 2025	July 3, 2026	June 27, 2025
Provision for income taxes	\$ 14.9	\$ 7.0	\$ 55.2	\$ 69.0
Effective tax rate	30.5 %	6.3 %	27.1 %	17.0 %

The difference between the Company's effective tax rate and the 21.0% United States federal statutory rate for the three and nine months ended July 3, 2026 resulted primarily from tax on global intangible low-taxed income ("GILTI"), net of foreign tax credits, tax expense related to share-based compensation shortfalls and uncertain tax positions, and transaction costs related to the pending transaction with Qorvo (see Note 13), partially offset by foreign earnings taxed at rates lower than the federal statutory rate and tax benefits from foreign-derived intangible income deduction ("FDII"), and research and experimentation tax credits.

The difference between the Company's effective tax rate and the 21.0% United States federal statutory rate for the three and nine months ended June 27, 2025 resulted primarily from foreign earnings taxed at rates lower than the federal statutory rate, a benefit from FDII, and research and experimentation and foreign tax credits earned, partially offset by a tax on GILTI, and tax expense related to share-based compensation shortfalls.

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 at the beginning of the fiscal year ended September 27, 2024 ("fiscal 2024"). CAMT did not have an impact on the Company's consolidated financial statements during the three and nine months ended July 3, 2026 and June 27, 2025.

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 was 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 nine months ended July 3, 2026 and June 27, 2025.

In July 2025, the U.S. government enacted the One Big Beautiful Bill Act ("OBBBA"). The OBBBA contains numerous provisions, including the permanent extension or restoration of certain expiring corporate income tax provisions, originally introduced by the Tax Cuts and Jobs Act of 2017, and incremental modifications to the international tax framework. The OBBBA did not have a material impact on the Company's consolidated estimated annualized effective tax rate during the three and nine months ended July 3, 2026. The Company continues to evaluate the impact of the OBBBA on its business for future periods.

The Company's federal income tax return for fiscal 2024 is currently under examination by the Internal Revenue Service ("IRS"). The Company was notified of this examination during the third quarter of fiscal 2026. The Company is in the early stages of evaluating the scope and potential impact of this examination.

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. Other than as described below, the Company does not believe there are any pending legal proceedings that are at least reasonably possible to result in a material loss.

On June 20, 2025, Denso Corporation filed patent infringement litigation against the Company in the U.S. (United States District Court for the Central District of California) and on June 20, 2025 and October 31, 2025, Denso Corporation filed patent infringement litigation against the Company in Japan (Civil Division of the Osaka District Court). Denso alleged that the Company had and was willfully infringing Denso's U.S. patent (7,758,979) and Japanese patents (JP5190841 and JP5966199), each relating to piezoelectric thin film. During the nine months ended July 3, 2026, the Company settled the Denso Corporation litigation and recorded an immaterial charge to the Company's financial statements.

On March 4, 2025, the Company and certain former officers were named in a putative class action lawsuit filed in the United States District Court for the Central District of California (the "Court"). The complaint, as amended, alleges violations of federal securities laws arising out of alleged misstatements or omissions by the Company during the alleged class period and seeks, among other things, damages and attorneys' fees and costs on behalf of the putative class. On May 6, 2026, the Court denied the Company's motion to dismiss the amended complaint. In addition to the aforementioned putative class action lawsuit, in April 2025, the Company and certain of its directors and former officers were named in two derivative action lawsuits filed in the Court. 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. While the Company is unable to determine the ultimate outcome of these suits, the Company believes it has substantial defenses and intends to vigorously oppose the suits.

In addition to the above matter, 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 such pending legal actions will not have, individually or in the aggregate, a material adverse effect on its business or financial statements. The Company's aggregate accrual for legal contingencies was not material as of July 3, 2026 and October 3, 2025.

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 cancelable, 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 such 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 July 3, 2026, deposits and prepayments under the long-term capacity reservation agreements were \$53.0 million, with \$17.1 million recorded within other current assets and \$35.9 million recorded within other long-term assets. As of October 3, 2025, deposits and prepayments under the long-term capacity reservation agreements were \$26.4 million, with \$7.7 million recorded within other current assets and \$18.7 million recorded within other long-term assets.

10. STOCKHOLDERS' EQUITY

Stock Repurchase and Retirement

On February 4, 2025, the Board of Directors approved a stock repurchase program ("February 2025 stock repurchase program"), pursuant to which the Company was 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.

During each of the three and nine months ended July 3, 2026, the Company did not repurchase any shares of its common stock under the February 2025 stock repurchase plan. As of July 3, 2026, approximately \$1.2 billion remained available under the February 2025 stock repurchase program.

During the three and nine months ended June 27, 2025, the Company repurchased 5.2 million and 12.6 million shares of its common stock for \$333.4 million and \$837.7 million (including commissions and excise tax, as applicable) under the February 2025 stock repurchase plan, respectively.

On July 27, 2026, the Board of Directors terminated the February 2025 stock repurchase program and approved a new stock repurchase program ("July 2026 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 January 31, 2029, on the open market or in privately negotiated transactions, in compliance with applicable securities laws and other legal requirements. The July 2026 stock repurchase program succeeds in its entirety the February 2025 stock repurchase program. The timing and amount of any shares of the Company's common stock that are repurchased under the July 2026 stock repurchase program will be determined by the Company's management based on its evaluation of market conditions, stock price, legal and regulatory requirements, alternative available opportunities, and other factors. The July 2026 stock repurchase program may be suspended or discontinued at any time. The Company currently expects to fund the July 2026 stock repurchase program using the Company's working capital.

Dividends

On July 28, 2026, in light of the pending mergers, the Company announced that the Board of Directors had decided not to declare quarterly cash dividends on the Company's common stock going forward. Any 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 2, 2026		October 3, 2025	
	Per Share	Total Amount	Per Share	Total Amount
First quarter	\$ 0.71	\$ 106.4	\$ 0.70	\$ 112.5
Second quarter	0.71	106.8	0.70	110.6
Third quarter	0.71	106.9	0.70	103.9
Total dividends	\$ 2.13	\$ 320.1	\$ 2.10	\$ 327.0

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		Nine Months Ended	
	July 3, 2026	June 27, 2025	July 3, 2026	June 27, 2025
Cost of goods sold	\$ 10.9	\$ 8.5	\$ 34.0	\$ 21.5
Research and development	30.0	32.8	96.4	86.0
Selling, general, and administrative	12.3	13.9	38.5	48.9
Restructuring, impairment, and other charges	—	—	—	12.5
Total share-based compensation	\$ 53.2	\$ 55.2	\$ 168.9	\$ 168.9

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		Nine Months Ended	
	July 3, 2026	June 27, 2025	July 3, 2026	June 27, 2025
Net income	\$ 33.9	\$ 105.0	\$ 148.7	\$ 335.7
Weighted average shares outstanding – basic	150.4	150.0	150.1	156.3
Dilutive effect of equity-based awards	1.0	0.3	0.7	0.6
Weighted average shares outstanding – diluted	151.4	150.3	150.8	156.9
Net income per share – basic	\$ 0.23	\$ 0.70	\$ 0.99	\$ 2.15
Net income per share – diluted	\$ 0.22	\$ 0.70	\$ 0.99	\$ 2.14
Anti-dilutive common stock equivalents	0.9	2.4	0.1	1.3

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 nine months ended July 3, 2026, and June 27, 2025, 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	
	July 3, 2026	October 3, 2025
Prepaid expenses	\$ 242.7	\$ 201.0
Other	305.3	149.0
Total other current assets	<u>\$ 548.0</u>	<u>\$ 350.0</u>

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

	As of	
	July 3, 2026	October 3, 2025
Accrued customer liabilities	\$ 238.6	\$ 202.8
Accrued taxes	68.7	71.3
Short-term operating lease liabilities	36.3	36.8
Other	88.7	96.2
Total other current liabilities	<u>\$ 432.3</u>	<u>\$ 407.1</u>

13. PENDING TRANSACTION WITH QORVO

On October 27, 2025, the Company entered into an Agreement and Plan of Merger (“Merger Agreement”) with Qorvo, Inc. (“Qorvo”), Comet Acquisition Corp. (“Merger Sub I”), and Comet Acquisition II, LLC (“Merger Sub II”) in a cash-and-stock transaction, pursuant to which Merger Sub I will be merged with and into Qorvo (the “First Merger”), with Qorvo as the surviving entity in the First Merger (the “Surviving Corporation”) and the Surviving Corporation continuing as a wholly owned subsidiary of the Company, and immediately following the First Merger, and as the second step in a single integrated transaction with the First Merger, the Surviving Corporation will be merged with and into Merger Sub II (the “Second Merger,” and together with the First Merger, the “Mergers”), with Merger Sub II as the surviving entity in the Second Merger and a wholly owned subsidiary of the Company. Under the terms of the Merger Agreement, Qorvo stockholders will receive 0.960 of a share of Skyworks common stock and \$32.50 per share in cash upon the completion of the transaction, representing a combined company enterprise value of approximately \$22.0 billion based on market close on October 27, 2025. The transaction will close after receipt of regulatory approvals, certain approvals of Qorvo and Skyworks stockholders, and satisfaction of other customary closing conditions. The Company is increasingly hopeful that the transaction will close within the calendar year and will be preparing to close as early as within the fiscal year, subject to satisfaction or waiver of all closing conditions, but there can be no assurances that the closing will occur on this timeline.

The Merger Agreement contains certain termination rights for each of Skyworks and Qorvo. Under specified circumstances, including termination by a party to accept a superior proposal or termination by the other party upon a change in such party’s board of directors’ recommendation to its stockholders, each of Qorvo and Skyworks will be required to pay the other party a termination fee of \$298.7 million, as more fully described in the Merger Agreement. Alternatively, under certain specified circumstances, including termination following an injunction arising in connection with certain antitrust or foreign investment laws, or failure to receive certain required regulatory approvals of specified governmental authorities, Skyworks will be required to pay Qorvo a termination fee of \$100.0 million, as more fully described in the Merger Agreement.

Each of Skyworks’ special meeting of stockholders and Qorvo’s special meeting of stockholders were held virtually on February 11, 2026 at 11:30 AM, Pacific Time, and the stockholders of each respective company approved the ballot measures at each of their respective special meetings.

On February 5, 2026, Skyworks and Qorvo each received a Request for Additional Information and Documentary Material (the “Second Request”) from the U.S. Federal Trade Commission (“FTC”) in connection with the transaction. The Second Request was issued under notification requirements of the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended (“HSR Act”). The effect of the Second Request is to extend the waiting period imposed by the HSR Act until 30 days after Skyworks and Qorvo have substantially complied with the Second Request, unless that period is voluntarily extended by the parties or terminated sooner by the FTC. Each party has certified substantial compliance with the Second Request, and the parties are working cooperatively with FTC staff to conclude the investigation.

In connection with the execution of the Merger Agreement, the Company entered into a commitment letter (“Bridge Commitment Letter”) on October 27, 2025, with Goldman Sachs Bank USA, which committed to provide, subject to the satisfaction of customary closing conditions, up to \$3,050.0 million of senior unsecured bridge term loans for the purpose of financing a portion of the cash portion of the consideration to be paid to Qorvo stockholders, paying related fees and expenses in connection with the Mergers and the other transactions contemplated by the Merger Agreement and, in certain circumstances, to refinance certain of Qorvo’s senior notes. Depending on market conditions, the Company anticipates raising financing for the transactions contemplated by the Merger Agreement in advance of any expected closing, including to partially pay the cash portion of the consideration to be paid to Qorvo stockholders and to pay fees and expenses. The receipt of financing by the Company is not a condition to the Company’s obligation to consummate the Mergers.

Pursuant to the terms of the Bridge Commitment Letter, \$1,550.0 million of the senior unsecured bridge term loans had been specifically designated to represent the principal amount of Qorvo’s outstanding senior notes (the “Qorvo Notes Tranche”), and if a ratings decline (as defined in the applicable Qorvo indenture as in effect on the date of the commitment letter) did not occur on or prior to December 27, 2025 (which date would be extended so long as the rating of any series of Qorvo’s outstanding senior notes was under publicly announced consideration for possible downgrade), then the aggregate commitments in respect of the Qorvo Notes Tranche under the Bridge Commitment Letter would be automatically permanently reduced dollar-for-dollar by the aggregate principal amount of Qorvo’s senior notes. On December 28, 2025, Goldman Sachs Bank USA notified the Company that there was no such ratings decline, no rating as to any series of Qorvo’s outstanding senior notes was under publicly announced consideration for possible downgrade, and therefore the Qorvo Notes Tranche had been permanently reduced to \$0.00. As a result, as of July 3, 2026, Goldman Sachs Bank USA has committed to provide up to \$1,500.0 million of senior unsecured bridge term loans.

On May 20, 2026, the Company commenced exchange offers to exchange each series of the Qorvo Notes Tranche notes for new senior notes of the Company. In connection with the exchange offers, the Company also commenced the solicitation of consents for proposed amendments to the applicable indenture governing each series of the Qorvo Notes Tranche notes. Pursuant to the exchange offers, holders may exchange their Qorvo Notes Tranche notes for newly issued Skyworks senior notes having substantially similar terms. The exchange offers and related consent solicitations are conditioned upon, and expected to be settled following, the consummation of the Mergers. As of June 11, 2026, holders representing a majority of each series of the Qorvo Notes Tranche notes had validly tendered their notes and the requisite consents had been obtained to amend the related indentures. Upon completion of the Mergers, the Company would become obligated with respect to the outstanding amount of debt represented by the then outstanding Qorvo Notes Tranche notes, either through the issuance of new Skyworks notes pursuant to the exchange offers or the assumption of any then outstanding and unexchanged Qorvo Notes Tranche notes, in each case, subject to the final results of the exchange offers.

Transaction costs for the Mergers were \$14.2 million and \$67.6 million recorded within selling, general, and administrative expense during the three and nine months ended July 3, 2026, respectively. These costs mainly consisted of professional fees and administrative costs for the pending transaction and were expensed as incurred in the Company’s condensed consolidated statements of operations.

14. DEBT

Senior Notes

On May 26, 2021, the Company issued \$500.0 million of its 0.90% Senior Notes due 2023 (the “2023 Notes”), \$500.0 million of its 1.80% Senior Notes due 2026 (the “2026 Notes”), and \$500.0 million of its 3.00% Senior Notes due 2031 (the “2031 Notes”). The Company repaid \$500.0 million of the 2023 Notes and \$500.0 million of the 2026 Notes at maturity during fiscal 2023 and during the three and nine months ended July 3, 2026, respectively. The 2031 Notes are senior unsecured obligations of the Company and rank equally in right of payment with all of the Company’s existing and future senior unsecured debt, but effectively junior to any of the Company’s senior secured debt to the extent of the value of collateral securing such debt, and are structurally subordinated to all existing and future obligations of the Company’s subsidiaries. The 2031 Notes will mature on their maturity date, unless earlier redeemed in accordance with their terms. Interest on the 2031 Notes is payable on June 1 and December 1 of each year.

The Company may redeem all or a portion of the 2031 Notes at any time and from time to time prior to maturity, in whole or in part, for cash at the applicable redemption prices set forth in the respective supplemental indenture. If the Company undergoes a change of control repurchase event, as defined in the indenture governing the 2031 Notes (as supplemented, the “Indenture”), holders may require the Company to repurchase the 2031 Notes in whole or in part for cash at a price equal to 101% of the principal amount of the 2031 Notes to be purchased, plus any accrued and unpaid interest. As of July 3, 2026, the Company

considered the likelihood of acceleration related to the 2031 Notes and recorded the 2031 Notes as long-term debt. The 2031 Notes are recorded net of discount and issuance costs, which are amortized to interest expense over the respective terms of these borrowings.

The Indenture contains customary events of default, including failure to make required payments of principal and interest, certain events of bankruptcy and insolvency, and default in the performance or breach of any covenant or warranty contained in the Indenture or the 2031 Notes. As of July 3, 2026 and October 3, 2025, the Company was in compliance with all debt covenants under the 2031 Notes.

Revolving Credit Agreement

On May 21, 2021, the Company entered into a revolving credit agreement (as amended, the “Revolving Credit Agreement”) providing for a \$750.0 million revolving credit facility (the “Revolver”). The proceeds of the Revolver are available to be used for general corporate purposes and working capital needs of the Company and its subsidiaries.

The Revolver provides for revolving credit borrowings and letters of credit, with sublimits for letters of credit. The Revolver may be increased in specified circumstances by up to \$250.0 million at the discretion of the lenders.

On March 6, 2023, the Company entered into a First Amendment to the Revolving Credit Agreement to replace the LIBOR-based interest rate and related LIBOR-based mechanics applicable to borrowings under the Revolving Credit Agreement with a SOFR-based interest rate and related SOFR-based mechanics. On November 18, 2025, the Company entered into a Second Amendment to the Revolving Credit Agreement (the “Second Revolver Amendment”). Pursuant to the terms of the Second Revolver Amendment, the parties thereto agreed to extend the maturity date of the Revolving Credit Agreement to November 18, 2030.

The Revolving Credit Agreement contains customary representations and warranties and covenants, including restrictions on the incurrence of indebtedness by non-guarantor subsidiaries and the creation of liens, and a financial covenant consisting of a limitation on leverage, defined as consolidated total indebtedness divided by consolidated earnings before interest, taxes, depreciation, and amortization for the period of four consecutive quarters not to exceed a ratio of 3.0 to 1.0. As of July 3, 2026 and October 3, 2025, there were no borrowings outstanding and the Company was in compliance with all debt covenants under the Revolver.

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 our expectations and statements regarding the transaction with Qorvo, 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 2025 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 Nine Months Ended July 3, 2026, and June 27, 2025

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

	Three Months Ended		Nine Months Ended	
	July 3, 2026	June 27, 2025	July 3, 2026	June 27, 2025
Net revenue	100.0 %	100.0 %	100.0 %	100.0 %
Cost of goods sold	59.9	58.4	59.2	58.7
Gross profit	40.1	41.6	40.8	41.3
Operating expenses:				
Research and development	22.2	20.7	21.4	18.8
Selling, general, and administrative	10.6	9.2	11.2	8.7
Amortization of intangibles	—	—	—	—
Restructuring, impairment, and other charges	2.1	0.2	1.5	0.8
Total operating expenses	34.9	30.1	34.1	28.3
Operating income	5.2	11.5	6.7	13.0
Interest expense	(0.6)	(0.7)	(0.7)	(0.7)
Other income, net	0.6	0.8	1.0	1.2
Income before income taxes	5.2	11.6	7.0	13.5
Provision for income taxes	1.6	0.7	1.9	2.3
Net income	3.6 %	10.9 %	5.1 %	11.2 %

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.

Pending Transaction With Qorvo

On October 27, 2025, we entered into the Merger Agreement with Qorvo, a provider of connectivity and power solutions, to combine Qorvo and Skyworks in a cash-and-stock transaction that values the combined company at approximately \$22.0 billion as of the market close on October 27, 2025.

Under the terms of the Merger Agreement, at the effective time of the Mergers, each share of Qorvo common stock issued and outstanding immediately prior thereto (with certain exceptions set forth in the Merger Agreement) will be converted into the right to receive 0.960 (the “Exchange Ratio”) of a share of Skyworks common stock and \$32.50 in cash, without interest, subject to applicable withholding taxes. The Exchange Ratio is expected to result in Qorvo equityholders and Skyworks equityholders owning approximately 37% and 63%, respectively, of the combined company on a pro forma basis following the closing. The Merger Agreement also provides for Skyworks’ assumption of certain Qorvo equity awards, subject to certain adjustments thereto in respect of, among other things, performance-based vesting conditions.

Pursuant to the Merger Agreement, immediately following the closing, the Board of Directors will be comprised of 11 directors, consisting of (i) the Chief Executive Officer of Skyworks, who will be the Chief Executive Officer of Skyworks following the closing, (ii) seven directors designated by Skyworks and (iii) three directors designated by Qorvo who are reasonably acceptable to Skyworks, each of whom will hold office until the next annual meeting of stockholders of Skyworks. Promptly following the closing, the Board of Directors will also designate a Chairman. Robert Bruggeworth, Qorvo’s current President, Chief Executive Officer and director, will be one of Qorvo’s designees upon the closing.

The Mergers, which we are increasingly hopeful will close within the calendar year, are subject to the satisfaction or waiver of customary closing conditions, including adoption of the Merger Agreement by Qorvo’s stockholders and the approval by Skyworks’ stockholders of the issuance of Skyworks common stock included in the consideration to be paid to Qorvo stockholders, the expiration or early termination of the waiting period under the HSR Act, and other regulatory approvals under

certain antitrust and foreign investment regimes, and the absence of any order, injunction or law of such jurisdictions prohibiting the Mergers. There can be no assurances that the closing will occur on this timeline.

Each of Skyworks' special meeting of stockholders and Qorvo's special meeting of stockholders were held virtually on February 11, 2026 at 11:30 AM, Pacific Time, and the stockholders of each respective company approved the ballot measures at each of their respective special meetings.

On February 5, 2026, Skyworks and Qorvo each received a Request for Additional Information and Documentary Material (the "Second Request") from the U.S. Federal Trade Commission ("FTC") in connection with the transaction. The Second Request was issued under notification requirements of the HSR Act. The effect of the Second Request is to extend the waiting period imposed by the HSR Act until 30 days after Skyworks and Qorvo have substantially complied with the Second Request, unless that period is voluntarily extended by the parties or terminated sooner by the FTC. Each party has certified substantial compliance with the Second Request, and the parties are working cooperatively with FTC staff to conclude the investigation.

We and Qorvo each have termination rights under the Merger Agreement. Under specified circumstances, including termination by a party to accept a superior proposal or termination by the other party upon a change in such party's board of directors' recommendation to its stockholders, each of us and Qorvo will be required to pay the other party a termination fee of \$298.7 million, as more fully described in the Merger Agreement. Alternatively, under certain specified circumstances, including termination following an injunction arising in connection with certain antitrust or foreign investment laws, or failure to receive certain required regulatory approvals of specified governmental authorities, we will be required to pay Qorvo a termination fee of \$100.0 million, as more fully described in the Merger Agreement.

In connection with the execution of the Merger Agreement, we entered into the Bridge Commitment Letter on October 27, 2025, with Goldman Sachs Bank USA, which committed to provide, subject to the satisfaction of customary closing conditions, up to \$3,050.0 million of senior unsecured bridge term loans for the purpose of financing a portion of the cash portion of the consideration to be paid to Qorvo stockholders, paying related fees and expenses in connection with the Mergers and the other transactions contemplated by the Merger Agreement and, in certain circumstances, to refinance certain of Qorvo's senior notes. Depending on market conditions, we anticipate raising financing for the transactions contemplated by the Merger Agreement in advance of any expected closing, including to partially pay the cash portion of the consideration to be paid to Qorvo stockholders and to pay fees and expenses. The receipt of financing by us is not a condition to our obligation to consummate the Mergers.

Pursuant to the terms of the Bridge Commitment Letter, \$1,550.0 million of the senior unsecured bridge term loans had been specifically designated to represent the principal amount of the Qorvo Notes Tranche, and if a ratings decline (as defined in the applicable Qorvo indenture as in effect on the date of the commitment letter) did not occur on or prior to December 27, 2025 (which date would be extended so long as the rating of any series of Qorvo's outstanding senior notes was under publicly announced consideration for possible downgrade), then the aggregate commitments in respect of the Qorvo Notes Tranche under the Bridge Commitment Letter would be automatically permanently reduced dollar-for-dollar by the aggregate principal amount of Qorvo's senior notes. On December 28, 2025, Goldman Sachs Bank USA notified the Company that there was no such ratings decline, no rating as to any series of Qorvo's outstanding senior notes was under publicly announced consideration for possible downgrade, and therefore the Qorvo Notes Tranche had been permanently reduced to \$0.00. As a result, as of July 3, 2026, Goldman Sachs Bank USA has committed to provide up to \$1,500.0 million of senior unsecured bridge term loans.

On May 20, 2026, we commenced exchange offers to exchange each series of the Qorvo Notes Tranche notes for new senior notes of the Company. In connection with the exchange offers, we also commenced the solicitation of consents for proposed amendments to the applicable indenture governing each series of the Qorvo Notes Tranche notes. Pursuant to the exchange offers, holders may exchange their Qorvo Notes Tranche notes for newly issued Skyworks senior notes having substantially similar terms. The exchange offers and related consent solicitations are conditioned upon, and expected to be settled following, the consummation of the Mergers. As of June 11, 2026, holders representing a majority of each series of the Qorvo Notes Tranche notes had validly tendered their notes and the requisite consents had been obtained to amend the related indentures. Upon completion of the Mergers, we would become obligated with respect to the outstanding amount of debt represented by the then outstanding Qorvo Notes Tranche notes, either through the issuance of new Skyworks notes pursuant to the exchange offers or the assumption of any then outstanding and unexchanged Qorvo Notes Tranche notes, in each case, subject to the final results of the exchange offers.

Concurrently with the execution of the Merger Agreement, we and certain stockholders of Qorvo affiliated with Starboard Value ("SBV"), an affiliate of Peter Feld, a member of the board of directors of Qorvo so designated by SBV (each, a "SBV Stockholder"), entered into a Voting and Support Agreement (the "VSA"), pursuant to which each SBV Stockholder has agreed to vote its shares of Qorvo common stock in favor of the adoption of the Merger Agreement. As of October 24, 2025, the SBV Stockholders collectively held approximately 8% of Qorvo's issued and outstanding shares. Each SBV Stockholder has also

agreed, for a limited period of time not exceeding nine months from the date of the VSA, not to sell or transfer its shares of Qorvo common stock, subject to certain exceptions as specified in the VSA, and has agreed not to solicit any competing acquisition proposal. The VSA will terminate, as to each SBV Stockholder, upon the earliest to occur of (a) the closing, (b) the termination of the Merger Agreement, (c) the date of any Qorvo Triggering Event or Skyworks Triggering Event (each, as defined in the Merger Agreement) and (d) the written consent of Skyworks, Qorvo and the applicable SBV Stockholder.

For more information on risks related to the Mergers, see Part I, Item 1A, Risk Factors, “Risks Associated with the Proposed Transaction with Qorvo” in the 2025 10-K.

General

During the three months ended July 3, 2026, the following key factors contributed to our overall results of operations, financial position, and cash flows:

- Net revenue decreased to \$934.8 million for the three months ended July 3, 2026, as compared to \$965.0 million for the corresponding period in fiscal 2025, driven primarily by a decrease in market share at a significant customer, partially offset by an increase in demand for our automotive and data center products.
- Our ending cash, cash equivalents, and marketable securities balance decreased to \$813.8 million. The decrease in cash, cash equivalents, and marketable securities during the three months ended July 3, 2026 was primarily due to repayments of debt of \$500.0 million, dividend payments of \$106.9 million and capital expenditures of \$87.1 million, partially offset by cash generated from operations of \$70.4 million.

Net Revenue

(dollars in millions)	Three Months Ended			Nine Months Ended		
	July 3, 2026	Change	June 27, 2025	July 3, 2026	Change	June 27, 2025
Net revenue	\$ 934.8	(3.1)%	\$ 965.0	\$ 2,913.9	(2.4)%	\$ 2,986.7

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.

The decrease in net revenue for the three months ended July 3, 2026, as compared with the corresponding period in fiscal 2025, was driven primarily by a decrease in market share at a significant customer, partially offset by an increase in demand for our automotive and data center products. During the nine months ended July 3, 2026, the decrease in net revenue was additionally offset by an increase in demand for our Wi-Fi products.

Gross Profit

(dollars in millions)	Three Months Ended			Nine Months Ended		
	July 3, 2026	Change	June 27, 2025	July 3, 2026	Change	June 27, 2025
Gross profit	\$ 375.0	(6.5)%	\$ 401.0	\$ 1,187.6	(3.8)%	\$ 1,234.6
% of net revenue	40.1 %		41.6 %	40.8 %		41.3 %

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 and nine months ended July 3, 2026, as compared with the corresponding periods in fiscal 2025, was primarily the result of unfavorable product mix, partially offset by higher unit volumes.

Research and Development

(dollars in millions)	Three Months Ended			Nine Months Ended		
	July 3, 2026	Change	June 27, 2025	July 3, 2026	Change	June 27, 2025
Research and development	\$ 207.8	4.2%	\$ 199.4	\$ 623.5	10.9%	\$ 562.4
% of net revenue	22.2 %		20.7 %	21.4 %		18.8 %

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 nine months ended July 3, 2026, as compared with the corresponding periods in fiscal 2025, was primarily related to increases in headcount-related expenses as a result of our increased investment in developing new technologies and products.

Selling, General, and Administrative

(dollars in millions)	Three Months Ended			Nine Months Ended		
	July 3, 2026	Change	June 27, 2025	July 3, 2026	Change	June 27, 2025
Selling, general, and administrative	\$ 98.7	10.5%	\$ 89.3	\$ 326.8	25.7%	\$ 259.9
% of net revenue	10.6 %		9.2 %	11.2 %		8.7 %

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 nine months ended July 3, 2026, as compared with the corresponding periods in fiscal 2025, was primarily related to increases in professional services costs related to the ongoing Qorvo transaction, partially offset by decreases in headcount-related expenses, including share-based compensation.

Restructuring, Impairment, and Other Charges

(dollars in millions)	Three Months Ended			Nine Months Ended		
	July 3, 2026	Change	June 27, 2025	July 3, 2026	Change	June 27, 2025
Restructuring, impairment, and other charges	\$ 19.8	1,220.0%	\$ 1.5	\$ 42.2	86.7%	\$ 22.6
% of net revenue	2.1 %		0.2 %	1.5 %		0.8 %

Restructuring, impairment, and other charges for the three and nine months ended July 3, 2026, was primarily due to costs associated with facility consolidation and closure.

Restructuring, impairment, and other charges for the three and nine months ended June 27, 2025, was primarily due to charges incurred in connection with the transition of our chief executive officer.

Interest Expense

(dollars in millions)	Three Months Ended			Nine Months Ended		
	July 3, 2026	Change	June 27, 2025	July 3, 2026	Change	June 27, 2025
Interest expense	\$ 5.9	(10.6)%	\$ 6.6	\$ 19.8	(2.0)%	\$ 20.2
% of net revenue	0.6 %		0.7 %	0.7 %		0.7 %

The decrease in interest expense for the three and nine months ended July 3, 2026, as compared with the corresponding periods in fiscal 2025, was due to debt repayments that reduced the amount of outstanding indebtedness.

Other Income, Net

(dollars in millions)	Three Months Ended			Nine Months Ended		
	July 3, 2026	Change	June 27, 2025	July 3, 2026	Change	June 27, 2025
Other income, net	\$ 6.2	(22.5)%	\$ 8.0	\$ 29.3	(18.4)%	\$ 35.9
% of net revenue	0.6 %		0.8 %	1.0 %		1.2 %

The decrease in other income, net for the three and nine months ended July 3, 2026, as compared with the corresponding periods in fiscal 2025, was primarily due to a decrease in interest income generated from cash, cash equivalents, and marketable securities.

Provision for Income Taxes

(dollars in millions)	Three Months Ended			Nine Months Ended		
	July 3, 2026	Change	June 27, 2025	July 3, 2026	Change	June 27, 2025
Provision for income taxes	\$ 14.9	112.9%	\$ 7.0	\$ 55.2	(20.0)%	\$ 69.0
% of net revenue	1.6 %		0.7 %	1.9 %		2.3 %

We recorded a provision for income taxes of \$14.9 million and \$55.2 million for the three and nine months ended July 3, 2026, respectively.

The increase in income tax expense for the three months ended July 3, 2026, as compared with the corresponding period in fiscal 2025, was primarily due to transaction costs related to the pending transaction with Qorvo and uncertain tax positions.

The decrease in income tax expense for the nine months ended July 3, 2026, as compared with the corresponding period in fiscal 2025, was primarily due to lower foreign taxes, partially offset by an increase in share-based compensation shortfalls, uncertain tax positions, transaction costs related to the pending transaction with Qorvo, and a lower foreign-derived intangible income deduction benefit.

In December 2021, the OECD Inclusive Framework on BEPS released GloBE rules under Pillar Two. Many countries have implemented laws based on Pillar Two, which became effective for us beginning in fiscal 2025. In January 2026, the OECD Inclusive Framework released significant administrative guidance including the side-by-side safe harbor package that will apply to U.S. multinational enterprise groups. The tax impact associated with Pillar Two was immaterial to the financial statements for the three and nine months ended July 3, 2026 and June 27, 2025. We continue to evaluate the impact of proposed and enacted legislative changes as new guidance becomes available.

In July 2025, the U.S. government enacted the OBBBA. The OBBBA did not have a material impact to the financials for the three and nine months ended July 3, 2026. We continue to evaluate the impact of the OBBBA on our business for future periods.

The Company may record additional impacts to its tax provision in the subsequent quarters as it continues to analyze the impact of various tax laws, other factors such as changes from its business operations, financial results and forecasts, and interrelated items.

LIQUIDITY AND CAPITAL RESOURCES

(in millions)	Nine Months Ended	
	July 3, 2026	June 27, 2025
Cash and cash equivalents at beginning of period	\$ 1,161.3	\$ 1,368.6
Net cash provided by operating activities	516.2	1,100.8
Net cash used in investing activities	(38.4)	(102.9)
Net cash used in financing activities	(849.1)	(1,180.6)
Cash and cash equivalents at end of period	\$ 790.0	\$ 1,185.9

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 \$584.6 million decrease in cash provided by operating activities during the nine months

ended July 3, 2026, as compared with the corresponding period in fiscal 2025, was primarily related to a decrease in cash inflows as a result of changes to working capital (net of cash) of \$386.9 million, due primarily to inventory and lower net income.

Cash used in investing activities:

Cash used in investing activities consists primarily of cash paid to make capital expenditures, purchase marketable securities, and acquire intangible assets, partially offset by cash received related to the sale or maturity of marketable securities. The \$64.5 million decrease in cash used in investing activities during the nine months ended July 3, 2026, as compared with the corresponding period in fiscal 2025, was primarily related to a decrease of \$387.3 million in purchases of marketable securities, partially offset by a decrease of \$241.2 million in the sale or maturity of marketable securities and an increase of \$87.0 million in capital expenditures.

Cash used in financing activities:

Cash used in financing activities consists primarily of cash transactions related to equity and proceeds and payments related to our long-term borrowings. The \$331.5 million decrease in cash used in financing activities during the nine months ended July 3, 2026, as compared with the corresponding period in fiscal 2025, was primarily related to a decrease of \$822.7 million in share repurchases, net of excise tax paid, and a decrease of \$6.9 million in dividend payments, partially offset by an increase of \$500.0 million for the repayment of debt.

Liquidity:

Cash, cash equivalents, and marketable securities totaled \$813.8 million as of July 3, 2026, representing a decrease of \$574.6 million from October 3, 2025.

We have outstanding \$500.0 million of 3.00% Senior Notes due 2031. During the three months ended July 3, 2026, we repaid \$500.0 million of 1.80% Senior Notes due 2026. We have a Revolving Credit Agreement under which we may borrow up to \$750.0 million for general corporate purposes and working capital. As of July 3, 2026, there were no borrowings outstanding under the Revolver. The Revolving Credit Agreement expires on November 18, 2030.

In connection with the execution of the Merger Agreement, we entered into a commitment letter on October 27, 2025, with Goldman Sachs Bank USA, which committed to provide, subject to the satisfaction of customary closing conditions, senior unsecured bridge term loans for the purpose of financing a portion of the cash portion of the consideration to be paid to Qorvo stockholders, paying related fees and expenses in connection with the Mergers and the other transactions contemplated by the Merger Agreement and, in certain circumstances, to refinance certain of Qorvo's senior notes. As of July 3, 2026, Goldman Sachs Bank USA has committed to provide up to \$1,500.0 million of senior unsecured bridge term loans. Depending on market conditions, we may choose to opportunistically put in place the financing for the transactions contemplated by the Merger Agreement in advance of any expected closing, including to partially pay the cash portion of the consideration to be paid to Qorvo stockholders and to pay fees and expenses, as well as potential transactions to refinance and/or exchange Qorvo's senior notes.

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), stock 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. For additional discussion regarding our stock repurchase program, refer to Note 10 of the Notes to Consolidated Financial Statements.

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, corporate bonds and notes, and municipal bonds.

Our contractual obligations disclosure in the 2025 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 and corporate bonds and notes purchased with less than ninety days until maturity) that total approximately \$790.0 million, and marketable securities (U.S. Treasury and government securities, corporate bonds and notes, and municipal bonds) of approximately \$9.2 million and \$14.6 million within short-term and long-term marketable securities, respectively, as of July 3, 2026.

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 three 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 nine months ended July 3, 2026, 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 nine months ended July 3, 2026 and June 27, 2025, 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 July 3, 2026. 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 July 3, 2026, 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 third quarter of fiscal 2026 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 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 2025 10-K, which could materially affect our business, financial condition, or future results.

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 July 3, 2026:

Period	Total Number of Shares Purchased	Average Price Paid per Share	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)
04/04/26 - 05/01/26	—	—	—	\$1.2 billion
05/02/26 - 05/29/26	11,860	(3) \$68.53	—	\$1.2 billion
05/30/26 - 07/03/26	10,148	(3) \$79.12	—	\$1.2 billion
	<u>22,008</u>		<u>—</u>	

(1) The stock repurchase program approved by the Board of Directors on February 4, 2025 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 was set to expire on February 3, 2027. On July 27, 2026, the Board of Directors terminated this stock repurchase program and approved a new 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 January 31, 2029, on the open market or in privately negotiated transactions, in compliance with applicable securities laws and other legal requirements, as discussed in Note 10 of the Notes to Consolidated Financial Statements.

(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 stock repurchase program, as applicable, and is included in the cost of shares repurchased in the Consolidated Statements of Stockholders' Equity.

(3) Represents shares 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.

ITEM 6. EXHIBITS.

<u>Exhibit Number</u>	<u>Exhibit Description</u>	<u>Incorporated by Reference</u>				<u>Filed Herewith</u>
		<u>Form</u>	<u>File No.</u>	<u>Exhibit</u>	<u>Filing Date</u>	
10.1	Skyworks Solutions, Inc. 2026 Long-Term Incentive Plan					X
10.2	Form of Restricted Stock Unit Agreement under the Company's 2026 Long-Term Incentive Plan					X
10.3	Form of Performance Share Agreement under the Company's 2026 Long-Term Incentive Plan					X
10.4	Form of Nonstatutory Stock Option Agreement under the Company's 2026 Long-Term Incentive Plan					X
31.1	Certification of the Company's Principal 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					X
31.2	Certification of the Company's Principal 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					X
32.1	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					X
32.2	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					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)					

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: July 28, 2026

By: /s/ Philip G. Brace

Philip G. Brace
President and Chief Executive Officer
(Principal Executive Officer)

By: /s/ Philip Carter

Philip Carter
Senior Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

SKYWORKS SOLUTIONS, INC.

2026 LONG-TERM INCENTIVE PLAN

1. Purpose

The purpose of this 2026 Long-Term Incentive Plan (the “**Plan**”) of Skyworks Solutions, Inc., is to advance the interests of the Company’s stockholders by enhancing the Company’s ability to attract, retain and motivate persons who are expected to make important contributions to the Company and by providing such persons with equity ownership opportunities and performance-based incentives that are intended to align their interests with those of the Company’s stockholders.

2. Certain Definitions

Wherever the following terms are used in the Plan they shall have the meanings specified below, unless the context clearly indicates otherwise. The singular pronoun shall include the plural where the context so indicates.

- (a) “**Administrator**” shall mean the entity that conducts the general administration of the Plan as provided in Section 3. With reference to the duties of the Committee under the Plan that have been delegated to one or more persons pursuant to Section 3(d) or Section 3(e), or as to which the Board has assumed, the term “Administrator” shall refer to such person(s) unless the Committee or the Board has revoked such delegation or the Board has terminated the assumption of such duties.
- (b) “**Award**” shall mean an Option, a Restricted Stock award, a Restricted Stock Unit award, a Performance Award, a Dividend Equivalent award, an Other Stock Unit Award, or a Stock Appreciation Right, which may be awarded or granted under the Plan (collectively, “**Awards**”).
- (c) “**Award Agreement**” shall mean any written notice, agreement, terms and conditions, contract or other instrument or document evidencing an Award, including through electronic medium, which shall contain such terms and conditions with respect to an Award that are consistent with the Plan.
- (d) “**Award Limit**” shall mean, with respect to Awards that shall be payable in shares of Common Stock or in cash, as the case may be, the respective per-Participant limit set forth in Section 4(d).
- (e) “**Board**” shall mean the Board of Directors of the Company.
- (f) “**Cause**” shall have the meaning given in an employment agreement, severance agreement, change in control agreement, consulting agreement or other similar agreement, if any, between the Company and the Participant, or if there is no such agreement (or if such agreement does not define “Cause”), then except as otherwise provided by the Administrator in an Award Agreement with respect to an Award, “Cause” shall mean the determination by the Administrator or by the

Company's appropriate management personnel that any of the following acts or events exists or has occurred with respect to a Participant:

- (i) the Participant's deliberate dishonesty that is significantly detrimental to the best interests of the Company;
 - (ii) conduct by the Participant constituting an act of moral turpitude;
 - (iii) the Participant's willful disloyalty to the Company or refusal or failure to obey the directions of the Board, the Company's Chief Executive Officer or President, or the Participant's direct supervisor; or
 - (iv) the Participant's incompetent performance or substantial or continuing inattention to or neglect of duties assigned to the Participant.
- (g) **"Change in Control"** shall mean an event or occurrence set forth in any one or more of subsections (i) through (iv) 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):
- (i) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act (a **"Person"**) of beneficial ownership of any capital stock of the Company 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 (the **"Outstanding Company Common Stock"**) or (y) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of directors (the **"Outstanding Company Voting Securities"**); provided, however, that for purposes of this subsection (i), the following acquisitions shall not constitute a Change in Control: (A) any acquisition directly from the Company (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 the Company, unless the Person exercising, converting or exchanging such security acquired such security directly from the Company or an underwriter or agent of the Company), (B) any acquisition by the Company, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (D) any acquisition by any corporation pursuant to a transaction that complies with clauses (A) and (B) of subsection (iii) of this Section 2(g); or
 - (ii) 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 the Company), where the term **"Continuing Director"** means at any date a member of the Board (A) who was a member of the Board on the Effective Date or (B) who was nominated or elected subsequent to the Effective 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 (B) 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

- (iii) the consummation of a merger, consolidation, reorganization, recapitalization or statutory share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company in one or a series of transactions (a “**Business Combination**”), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (A) 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 that as a result of such transaction owns the Company or substantially all of the Company’s 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 (B) no Person (excluding any employee benefit plan (or related trust) maintained or sponsored by the Company 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
- (iv) approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

For the avoidance of doubt, all references to the “Company” in this Section 2(g) shall mean Skyworks Solutions, Inc. Notwithstanding anything herein to the contrary, to the extent that any payment or benefit under the Plan constitutes nonqualified deferred compensation within the meaning of Section 409A, 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).

- (h) “**Code**” shall mean the Internal Revenue Code of 1986, as amended from time to time.
- (i) “**Committee**” shall mean the Compensation and Talent Committee of the Board, or another committee or subcommittee of the Board, appointed as provided in Section 3(a).

- (j) “**Common Stock**” shall mean the common stock of Skyworks Solutions, Inc., par value \$0.25 per share.
- (k) “**Company**” shall mean Skyworks Solutions, Inc., a Delaware corporation. Except where the context otherwise requires, the term “Company” shall include any present or future Subsidiary or parent corporation (as “parent corporation” is defined in Section 424(e) of the Code and any regulations promulgated thereunder) of the Company 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.
- (l) “**Consultant**” shall mean any consultant or adviser that qualifies as a consultant under the applicable rules of the Securities and Exchange Commission for registration of shares on a Form S-8 Registration Statement.
- (m) “**Designated Beneficiary**” shall mean the beneficiary designated, in a manner determined by the Company, by a Participant to receive amounts due or exercise rights of the Participant in the event of the Participant’s death. In the absence of an effective designation by a Participant, “Designated Beneficiary” shall mean the Participant’s estate.
- (n) “**Disability**” shall mean that the Participant is “permanently and totally disabled” within the meaning of Section 22(e) (3) of the Code. Notwithstanding anything herein to the contrary, to the extent that a payment or benefit under the Plan constitutes nonqualified deferred compensation within the meaning of Section 409A, then, with respect to such payment or benefit, the Participant must also be “disabled” within the meaning of Section 409A(a)(2)(C) of the Code.
- (o) “**Dividend Equivalent**” shall mean a right to receive the equivalent value (in cash or Common Stock) of dividends paid on Common Stock, granted under Section 8(b).
- (p) “**Effective Date**” shall mean May 13, 2026.
- (q) “**Eligible Individual**” shall mean any person who is an Employee or a Consultant, as determined by the Administrator.
- (r) “**Employee**” shall mean any officer or other employee (as defined in accordance with Section 3401(c) of the Code) of the Company.
- (s) “**Equity Acceleration Date**” shall mean, with respect to an Award held by a Participant:
 - (i) the effective date of a Change in Control, in the event that the Participant experiences a Qualifying Termination 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
 - (ii) the effective date of the Participant’s Termination of Service, in the event that the Participant experiences a Qualifying Termination that is within the period of time commencing on the effective date of a Change in Control and ending twelve (12) months following the Change in Control.
- (t) “**Expiration Date**” shall mean May 12, 2036.

- (u) “**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended from time to time.
- (v) “**Fair Market Value**” shall mean, as of any given date, the value of a share of Common Stock determined as follows:
 - (i) If the Common Stock is listed on any established stock exchange, national market system or automated quotation system (such as Nasdaq), its Fair Market Value shall be the closing sales price for a share of Common Stock as quoted on such exchange or system for such date or, if there is no closing sales price for a share of Common Stock on the date in question, the closing sales price for a share of Common Stock on the last preceding date for which such quotation exists, as reported by Nasdaq or such other source as the Administrator deems reliable, such as *The Wall Street Journal*;
 - (ii) If the Common Stock is regularly quoted by a recognized securities dealer but closing sales prices are not reported, its Fair Market Value shall be the mean of the high bid and low asked prices for such date or, if there are no high bid and low asked prices for a share of Common Stock on such date, the high bid and low asked prices for a share of Common Stock on the last preceding date for which such information exists, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable; or
 - (iii) If the Common Stock is neither listed on an established stock exchange or a national market system nor regularly quoted by a recognized securities dealer, its Fair Market Value shall be established by the Administrator in good faith.
- (w) “**Full Value Award**” shall mean any Award other than an Option, Stock Appreciation Right or other Award for which the Participant pays the Fair Market Value of the Common Stock as of the date of grant (whether directly or by forgoing a right to receive a payment from the Company or any Subsidiary).
- (x) “**Good Reason**” shall have the meaning given in an employment agreement, severance agreement, change in control agreement or other similar agreement, if any, between the Company and the Participant, or if there is no such agreement (or if such agreement does not define “Good Reason”), then except as otherwise provided by the Administrator in an Award Agreement with respect to an Award, “Good Reason” shall mean either of the following actions, if taken without the express written consent of the Participant:
 - (i) A reduction of 5% or more in the Participant’s base salary in effect immediately prior to the Change in Control; or
 - (ii) A change in the Participant’s principal place of employment in effect immediately prior to the Change in Control to a location that is more than fifty (50) miles from such principal place of employment.

A Participant’s Termination of Service shall not be deemed to be for Good Reason unless, within sixty (60) days of the occurrence of the event constituting Good Reason, the Participant has provided the Company (or the acquiring entity) with (A) at least thirty (30) days’ advance written notice of the Participant’s decision to terminate his or her employment for Good Reason, and

(B) a period of not less than thirty (30) days to cure the event or condition described in subsection (i) or (ii), and the Company (or the acquiring entity) has failed to so cure the event or has waived its right to cure the event, to the extent it is then subject to cure.

- (y) “**Measurement Date**” shall mean, with respect to a Performance Award, the last day of the applicable Performance Period over which Performance Goals are measured pursuant to the terms of the Performance Award.
- (z) “**Nasdaq**” shall mean the Nasdaq Global Select Market.
- (aa) “**Option**” shall mean a right to purchase shares of Common Stock at a specified exercise price, granted under Section 5. Any Option granted pursuant to the Plan is intended not to be an incentive stock option as described in Section 422 of the Code and shall be designated a “Nonqualified Stock Option.”
- (ab) “**Other Stock Unit Award**” shall mean an Award of shares of Common Stock, or other Award that is valued in whole or in part by reference to, or is otherwise based on, shares of Common Stock or other property, granted under Section 8.
- (ac) “**Participant**” shall mean a person who has been granted an Award under the Plan.
- (ad) “**Performance Award**” shall mean a Restricted Stock Award, an Other Stock Unit Award, a cash bonus award, a stock bonus award, or any other Award under the Plan that is made subject to the achievement of Performance Goals pursuant to Section 8 and is paid in cash, Common Stock or a combination of both.
- (ae) “**Performance Criteria**” shall mean the criteria (and adjustments) that the Administrator selects for an Award for purposes of establishing the Performance Goal or Performance Goals for a Performance Period, determined as follows:
 - (i) The Performance Criteria that shall be used to establish Performance Goals shall include one or more of the following: Revenues, net income (loss), operating income (loss), gross profit, earnings before or after discontinued operations, interest, taxes, depreciation and/or amortization, operating profit before or after discontinued operations and/or depreciation and/or amortization, earnings (loss) per share, net cash flow, cash flow from operations, free cash flow, revenue growth, earnings growth, gross margins, operating margins, net margins, inventory management (including, but not limited to, reductions in inventory, inventory turns, and inventory levels), working capital (including a specific component thereof), return on sales, return on assets, return on stockholders’ equity, return on investment or working capital, cash or cash equivalents position, achievement of balance sheet or income statement objectives or total stockholder return, stock price, improvement in financial ratings, completion of strategic acquisitions/dispositions, manufacturing efficiency, product quality, customer satisfaction, market share and/or product design wins, a specific cost or expense item, and implementation or completion of a specified key business project, or any other criteria established by the Administrator, any of which may be measured with respect to an individual Participant, the Company, or any one or more of the Company’s Subsidiaries, divisions or business units, and in absolute or relative terms (including, but not limited to, (A) as compared to any

incremental increase or decrease, (B) as compared to results of a peer group or other individuals or companies comparably, similarly or otherwise situated, or (C) as compared to a business plan, budget or forecast).

(ii) The Administrator may, in its sole discretion, provide that one or more adjustments be made to one or more of the Performance Goals, including the exclusion of one or more of the following: (A) extraordinary and/or nonrecurring items, (B) the cumulative effects of changes in accounting principles or applicable laws, (C) gains or losses on the dispositions of discontinued operations, (D) the write-down of any asset, (E) charges for restructuring and rationalization programs, (F) amortization of purchased intangibles associated with acquisitions, (G) compensation expenses related to acquisitions, (H) other acquisition-related charges (including, but not limited to, items attributable to the business operations of any entity acquired by the Company during the Performance Period), (I) impairment charges, (J) gain or loss on minority equity investments, (K) noncash income tax expenses, (L) equity-based compensation expenses, (M) items relating to financing activities; (N) other nonoperating items; (O) items related to the disposal of a business or segment of a business; (P) items attributable to any stock dividend, stock split, combination or exchange of shares occurring during the Performance Period; or (Q) any other adjustment as determined by the Administrator.

(af) “**Performance Goals**” shall mean, for a Performance Period, one or more goals established in writing by the Administrator for the Performance Period based upon one or more Performance Criteria or other measures.

(ag) “**Performance Period**” shall mean one or more periods of time, which may be of varying and overlapping durations, as the Administrator may select, over which the attainment of one or more Performance Goals will be measured for the purpose of determining a Participant’s right to, and the payment of, a Performance Award.

(ah) “**Plan**” shall mean this Skyworks Solutions, Inc. 2026 Long-Term Incentive Plan, as it may be amended or restated from time to time.

(ai) “**Prior Plan**” shall mean the Skyworks Solutions, Inc. Second Amended and Restated 2015 Long-Term Incentive Plan.

(aj) “**Qualifying Termination**” shall mean a Participant’s Termination of Service by the Company without Cause or by the Participant for Good Reason, in either case within the period of time commencing three (3) months prior to and ending twelve (12) months following the Change in Control. For the avoidance of doubt, the term “Qualifying Termination” shall apply only to an Employee’s Termination of Service. In the case of a Consultant, no Termination of Service shall be a “Qualifying Termination” unless the Administrator, in its sole discretion, provides otherwise.

(ak) “**Reorganization Event**” shall mean:

(i) 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;

- (ii) any exchange of all of the Common Stock of the Company for cash, securities or other property pursuant to a share exchange transaction; or
- (iii) any liquidation or dissolution of the Company.
- (al) “**Restricted Stock**” shall mean Common Stock granted under Section 7 that is subject to certain restrictions and may be subject to risk of forfeiture or repurchase.
- (am) “**Restricted Stock Award**” shall mean an Award for Restricted Stock or Restricted Stock Units.
- (an) “**Restricted Stock Units**” shall mean the right to receive Common Stock granted under Section 7.
- (ao) “**Section 409A**” shall mean Section 409A of the Code or any successor provision thereto, and the regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Effective Date.
- (ap) “**Stock Appreciation Right**” or “**SAR**” shall mean a stock appreciation right granted under Section 6.
- (aq) “**Subsidiary**” shall mean any entity (other than the Company), whether domestic or foreign, in an unbroken chain of entities beginning with the Company if each of the entities other than the last entity in the unbroken chain beneficially owns, at the time of the determination, securities or interests representing more than fifty percent (50%) of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.
- (ar) “**Substitute Award**” shall mean an Award granted under the Plan upon the assumption of, or in substitution for, outstanding equity awards previously granted by a company or other entity in connection with a corporate transaction, such as a merger, combination, consolidation or acquisition of property or stock; provided, however, that in no event shall the term “Substitute Award” be construed to refer to an award made in connection with the cancellation and repricing of an Option or Stock Appreciation Right.
- (as) “**Termination of Service**” shall mean,
 - (i) As to a Consultant, the time when the engagement of a Participant as a Consultant to the Company or a Subsidiary is terminated for any reason, with or without Cause, including, without limitation, by resignation, discharge, death or retirement, but excluding terminations where there is a simultaneous commencement of employment with the Company or any Subsidiary or service as a nonemployee director of the Company.
 - (ii) As to an Employee, the time when the employee-employer relationship between a Participant and the Company or any Subsidiary is terminated for any reason, including, without limitation, a termination by resignation, discharge, death, Disability or retirement; but excluding: (A) terminations

where there is a simultaneous reemployment or continuing employment of a Participant by the Company or any Subsidiary, (B) terminations that are followed by the simultaneous establishment of a consulting relationship by the Company or a Subsidiary with the former employee, and (C) at the sole discretion of the Administrator, terminations that result in a temporary severance of the employee-employer relationship.

The Administrator, in its sole discretion, shall determine the effect of all matters and questions relating to a Termination of Service, including, without limitation, the question of whether a Termination of Service resulted from a discharge for Cause, and all questions of whether a particular leave of absence constitutes a Termination of Service. For purposes of the Plan, a Participant's employee-employer relationship or consultancy relations shall be deemed to be terminated in the event that the Subsidiary employing or contracting with such Participant ceases to remain a Subsidiary following any merger, sale of stock or other corporate transaction or event (including, without limitation, a spinoff).

3. Administration and Delegation

- (a) *Administrator.* The Committee (or another committee or a subcommittee of the Board assuming the functions of the Committee under the Plan) shall administer the Plan (except as otherwise permitted herein) and shall consist solely of two or more nonemployee directors appointed by and holding office at the pleasure of the Board, each of whom is intended to qualify as a "non-employee director" as defined by Rule 16b-3 under the Exchange Act or any successor rule and an "independent director" under the rules of Nasdaq (or other securities exchange or automated quotation system on which shares of Common Stock are listed, quoted or traded); provided, that any action taken by the Committee shall be valid and effective, whether or not members of the Committee at the time of such action are later determined not to have satisfied the requirements for membership set forth in this Section 3(a) or otherwise provided in any charter of the Committee. Notwithstanding the foregoing, the Committee may delegate its authority hereunder to the extent permitted by Sections 3(d) and 3(e). In its sole discretion, the Board may at any time and from time to time exercise any and all rights and duties of the Committee under the Plan.
- (b) *Duties and Powers of Administrator.* The Administrator 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 Administrator 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 Administrator shall be made in the Administrator'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 Administrator shall be liable for any action or determination relating to or under the Plan made in good faith.
- (c) *Award Eligibility.* The Administrator may, from time to time, select from among all Eligible Individuals those to whom an Award shall be granted under the Plan and shall determine the nature and amount of the Award, consistent with the requirements of the Plan.

- (d) *Delegation to Committees or Subcommittees.* To the extent permitted by applicable law, the Board or Committee may delegate any or all of its powers under the Plan to one or more committees or subcommittees of the Board.
- (e) *Delegation to Delegated Persons.* Subject to any requirements of applicable law (including as applicable Sections 152 and 157(c) of the General Corporation Law of the State of Delaware), the Administrator may, by resolution, delegate to one or more persons (including officers of the Company) or bodies (such persons or bodies, the “**Delegated Persons**”) the power to grant Awards (subject to any limitations under the Plan) to eligible service providers of the Company and to exercise such other powers under the Plan as the Administrator may determine, provided that the Administrator shall fix: (i) the maximum number of shares that may be issued pursuant to such resolution (which number shall include, for the avoidance of doubt, the maximum number of shares issuable upon exercise or settlement of Awards), (ii) the time period during which such Awards, and during which the shares issuable upon exercise thereof, may be issued, and (iii) the minimum consideration (if any) for which such Awards may be issued, and the minimum consideration for the shares issuable upon exercise thereof; and, provided further, that no Delegated Person shall be authorized to grant Awards to itself; and provided, further, that no Delegated Person shall be authorized to grant Awards to: (i) any “executive officer” of the Company (as defined by Rule 3b-7 under the Exchange Act), (ii) any “officer” of the Company (as defined by Rule 16a-1(f) under the Exchange Act), or (iii) officers of the Company to whom authority to grant or amend Awards has been delegated hereunder. Any delegation under this Section 3(e) shall be subject to any other restrictions and limits that the Administrator specifies at the time of such delegation, and the Administrator may at any time rescind the authority so delegated or appoint a new delegate.

4. **Stock Available for Awards**

- (a) *Number of Shares.* Subject to adjustment under Section 10, Awards may be made under the Plan for a number of shares of Common Stock that is equal to the sum of: (i) 8,000,000 million shares of Common Stock; and (ii) such additional number of shares of Common Stock (up to 8,811,023 million shares) as is equal to the sum of (x) the number of shares of Common Stock reserved for issuance under the Prior Plan that remained available for grant under the Prior Plan as of the Effective Date, and (y) the number of shares of Common Stock subject to awards granted under the Prior Plan which awards expire, terminate or are otherwise surrendered, canceled, forfeited or repurchased by the Company at their original issuance price pursuant to a contractual repurchase right after the Effective Date.
- (b) *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. To the extent that a Full Value Award granted under the Prior Plan is forfeited or expires or such Full Value Award is settled for cash (in whole or in part), the shares of Common Stock available under the Plan shall be increased by one share of Common Stock subject to such Full Value Award that is forfeited, expired, or settled in cash for every one share of Common Stock subject

to such Full Value Award notwithstanding the fungible share counting provisions of the Prior Plan. Shares delivered (either by actual delivery, attestation or net exercise) to the Company by a Participant (i) to purchase shares of Common Stock upon the exercise of an Award or (ii) to satisfy tax withholding obligations with respect to any Awards (including shares retained from the Award creating the tax obligation) shall not be added back to the number of shares available for the future grant of Awards. In the case of the exercise of a SAR for shares, the number of shares counted against the shares available under the Plan shall be the full number of shares subject to the SAR multiplied by the percentage of the SAR actually exercised, regardless of the number of shares actually used to settle such SAR upon exercise. Shares of Common Stock issued under the Plan may consist in whole or in part of authorized but unissued shares, treasury shares, or shares purchased on the open market; provided, however, that shares of Common Stock repurchased by the Company on the open market using the proceeds from the exercise of an Award shall not increase the number of shares available for future grant of Awards. The payment of Dividend Equivalents in cash in conjunction with any outstanding Award shall not be counted against the number of shares of Common Stock available for issuance under the Plan. Awards settleable only in cash shall not be counted against the number of shares of Common Stock available for issuance under the Plan.

- (c) *Substitute Awards.* To the extent permitted by applicable law, Substitute Awards shall not reduce the number of shares of Common Stock authorized for grant under the Plan or count against the Award Limit with respect to any Participant. Substitute Awards may be granted on such terms as the Administrator deems appropriate in the circumstances, notwithstanding any limitations on Awards contained in the Plan.
- (d) *Per-Participant Limit.* The maximum number of shares of Common Stock with respect to which Awards may be granted to any Participant under the Plan during any calendar year shall be 1,500,000 and the maximum aggregate amount of cash that may be paid during any calendar year with respect to one or more Awards payable in cash shall be \$5,000,000. For purposes of the foregoing limits, the combination of an Option in tandem with an SAR shall be treated as a single Award.

5. Stock Options

- (a) *General.* The Administrator may grant Options 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.
- (b) *Exercise Price.* The Administrator 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 at the time the Option is granted.
- (c) *Option Vesting.* The period during which the right to exercise, in whole or in part, an Option vests in the Participant shall be set by the Administrator and the Administrator may determine that an Option may not be exercised in whole or in part for a specified period after it is granted. Such vesting may be based on service with the Company or any Subsidiary, any of the Performance Criteria, or

any other criteria selected by the Administrator. At any time after grant of an Option, the Administrator may, in its sole discretion and subject to whatever terms and conditions it selects, accelerate the period during which an Option vests. No portion of an Option that is unexercisable at a Participant's Termination of Service shall thereafter become exercisable, except as may be otherwise provided in the Plan or by the Administrator either in the Award Agreement or by action of the Administrator following the grant of the Option.

- (d) *Termination of Service.* Except as otherwise provided (i) in Sections 5(e), 11(d), 11(e), (ii) in an employment agreement, severance agreement, change in control agreement or other similar agreement, if any, between the Company and the Participant, (iii) by the Administrator in an Award Agreement, or (iv) by action of the Administrator following the grant of an Option, all outstanding Options held by a Participant that are exercisable upon the Participant's Termination of Service, shall remain exercisable for a period of time expiring on the earlier of (a) the three (3) month anniversary of the Participant's Termination of Service, and (b) the final expiration date of such Options as set forth in the applicable Award Agreement, subject to the other terms and conditions of such Award Agreement; provided that such Options shall be exercisable only to the extent that the Participant was entitled to exercise such Options on the date of the Termination of Service. Notwithstanding the foregoing, if the Participant violates the non-solicitation, non-competition or confidentiality provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between such Participant and the Company, the right to exercise Options under this Section 5(d) shall terminate immediately upon written notice to the Participant from the Company describing such violation.
- (e) *Termination of Service for Cause.* Except as otherwise provided (i) in an employment agreement, severance agreement, change in control agreement or other similar agreement, if any, between the Company and the Participant, (ii) by the Administrator in an Award Agreement, or (iii) by action of the Administrator following the grant of an Option, all outstanding Options that were exercisable by the Participant immediately prior to the Participant's Termination of Service for Cause, shall terminate immediately upon the effective date of such Termination of Service and shall not be exercisable. The Participant shall be considered to have been discharged for Cause if the Company determines, within 30 days after the Participant's resignation, that discharge for Cause was warranted.
- (f) *Limitation on Repricing.* Unless such action is approved by the Company's stockholders, the Company may not (except as provided for under Section 10): (i) amend any outstanding Option granted under the Plan to provide an exercise price per share that is lower than the then-current exercise price per share of such outstanding Option, (ii) cancel any outstanding option (whether or not granted under the Plan) and grant in substitution therefor 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, (iii) cancel in exchange for a cash payment any outstanding Option with an exercise price per share above the then-current Fair Market Value, or (iv) take any other action under the Plan that constitutes a "repricing" within the meaning of the rules of Nasdaq (or other securities exchange or automated quotation system on which shares of Common Stock are listed, quoted or traded).

- (g) *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.
- (h) *Duration of Options.* Each Option shall be exercisable at such times and subject to such terms and conditions as the Administrator may specify in the applicable option agreement; provided, however, that no Option will be granted for a term in excess of ten (10) years. The Administrator shall determine the time period, including the time period following a Termination of Service, during which the Participant has the right to exercise the vested Options, which time period may not extend beyond the term of the Option.
- (i) *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 Administrator together with payment in full as specified in Section 12(g) 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 as soon as practicable.
- (j) *Partial Exercise.* An exercisable Option may be exercised in whole or in part. However, an Option shall not be exercisable with respect to fractional shares and the Administrator may require that, by the terms of the Option, a partial exercise be with respect to a minimum number of shares.
- (k) *Substitute Awards.* In connection with a merger or consolidation of an entity with the Company or the acquisition by the Company of property or stock of an entity, the Administrator may grant Options in substitution for any options or other stock or stock-based awards granted by such entity or an affiliate thereof. An Option that is a Substitute Award may be granted on such terms as the Administrator deems appropriate in the circumstances, notwithstanding any limitations on Options contained in this Section 5 or in Section 3(c). Notwithstanding the foregoing provisions of this Section 5 to the contrary, in the case of an Option that is a Substitute Award, the price per share of the shares of Common Stock subject to such Option may be less than the Fair Market Value per share on the date of grant, provided, that such price per share shall be determined in accordance with Section 409A (and, if applicable, with Section 424 of the Code and the regulations thereunder).

6. **Stock Appreciation Rights**

- (a) *General.* A Stock Appreciation Right, or SAR, is an Award entitling the holder, upon exercise, to receive Common Stock determined in whole or in part by reference to appreciation, from and after the date of grant, in the Fair Market Value of a share of Common Stock. SARs may be based solely on appreciation in the Fair Market Value of Common Stock or on a comparison of such appreciation with some other measure of market growth such as (but not limited to) appreciation in a recognized market index. The date as of which such appreciation or other measure is determined shall be the exercise date unless another date is specified by the Administrator in the SAR Award. SARs may not be granted with a term in excess of ten (10) years from the date of grant.
- (b) *Grants.* Stock Appreciation Rights may be granted in tandem with, or independently of, Options granted under the Plan.

- (i) *Tandem Awards.* When Stock Appreciation Rights are expressly granted in tandem with Options, (A) the Stock Appreciation Right will be exercisable only at such time or times, and to the extent, that the related Option is exercisable (except to the extent designated by the Administrator in connection with a Reorganization Event and will be exercisable in accordance with the procedure required for exercise of the related Option); (B) the Stock Appreciation Right will terminate and no longer be exercisable upon the termination or exercise of the related Option, except to the extent designated by the Administrator in connection with a Reorganization Event and except that a Stock Appreciation Right granted with respect to less than the full number of shares covered by an Option will not be reduced until the number of shares as to which the related Option has been exercised or has terminated exceeds the number of shares not covered by the Stock Appreciation Right; (C) the Option will terminate and no longer be exercisable upon the exercise of the related Stock Appreciation Right; and (D) the Stock Appreciation Right will be transferable only with the related Option.
- (ii) *Independent SARs.* A Stock Appreciation Right not expressly granted in tandem with an Option will become exercisable at such time or times, and on such conditions, as the Administrator may specify in the SAR Award.
- (c) *Exercise.* Stock Appreciation Rights 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 Administrator, together with any other documents required by the Administrator.
- (d) *Limitation on Repricing.* Unless such action is approved by the Company's stockholders, the Company may not (except as provided for under Section 10): (i) amend any outstanding SAR granted under the Plan to provide an exercise price per share that is lower than the then-current exercise price per share of such outstanding SAR, (ii) cancel any outstanding stock appreciation right (whether or not granted under the Plan) and grant in substitution therefor 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 stock appreciation right, (iii) cancel in exchange for a cash payment any outstanding SAR with an exercise price per share above the then-current Fair Market Value, or (iv) take any other action under the Plan that constitutes a "repricing" within the meaning of the rules of Nasdaq (or other securities exchange or automated quotation system on which shares of Common Stock are listed, quoted or traded).

7. **Restricted Stock; Restricted Stock Units**

- (a) *General.* The Administrator may grant Awards of Restricted Stock to Eligible Individuals entitling recipients to acquire shares of Common 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 Administrator in the applicable Award are not satisfied prior to the end of the applicable restriction period or periods established by the Administrator for such Award. Instead of granting Awards of Restricted Stock, the Administrator may grant Awards of Restricted Stock Units to Eligible Individuals entitling recipients to receive shares of Common Stock to be delivered at the time such shares of

Common Stock vest subject to such terms and conditions on the delivery of the shares of Common Stock as the Administrator shall determine. The Administrator shall determine the terms and conditions of a Restricted Stock Award, including the conditions for repurchase, forfeiture, or vesting, and the issue price, if any.

- (b) *Stock Certificates; Dividends.* Subject to Section 12(l), any stock certificates issued in respect of an award of Restricted Stock shall be registered in the name of the Participant and, unless otherwise determined by the Administrator, 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 Designated Beneficiary. Any dividends (whether paid in cash, stock or property) declared and paid by the Company with respect to unvested shares of Restricted Stock shall be subject to accrual as provided in Section 12(h). The Administrator may grant Dividend Equivalents under the Plan with respect to an Award of Restricted Stock Units to any Eligible Individual, provided that such Dividend Equivalents (whether paid in cash, stock or property) shall be subject to accrual as provided in Section 12(h).

8. Performance Awards, Dividend Equivalents, and Other Stock Unit Awards

- (a) *Performance Awards.* The Administrator may grant Performance Awards under the Plan to any Eligible Individual. The value of Performance Awards shall be subject to the achievement of Performance Goals over a specified Performance Period. The Performance Goals applicable to a Performance Award may (i) vary by Participant, (ii) be different for different Awards, or (iii) be particular to a Participant or the Subsidiary, division, business unit, department, branch, or other unit in which the Participant works. The Administrator, in its discretion, may adjust the cash or number of shares of Common Stock payable pursuant to any Performance Award, and the Administrator may, at any time, waive the achievement of the applicable Performance Goals, including in the case of the death or Disability of the Participant or a Change in Control of the Company.
- (b) *Dividend Equivalents.* The Administrator may grant Dividend Equivalents under the Plan to any Eligible Individual based on dividends declared on the Common Stock, to be credited as of dividend payment dates during the period between the date an Award is granted to a Participant and the date such Award vests, is distributed or expires, as determined by the Administrator. Such Dividend Equivalents shall be converted to cash or additional shares of Common Stock by such formula and at such time and subject to such limitations as may be determined by the Administrator. Notwithstanding the foregoing, no Dividend Equivalents shall be payable with respect to Options or Stock Appreciation Rights. Any Dividend Equivalents shall be subject to accrual as provided in Section 12(h).
- (c) *Other Stock Unit Awards.* The Administrator may grant Other Stock Unit Awards under the Plan to any Eligible Individual. Such Other Stock Unit Awards shall 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 Administrator shall determine. Subject to the provisions of the Plan, the Administrator shall determine the conditions of each Other Stock Unit Award,

including any purchase price applicable thereto and any conditions applicable thereto, including without limitation, performance-based conditions.

9. Effect of a Change in Control

- (a) *Qualifying Termination Prior to Change in Control.* Notwithstanding anything in this Plan to the contrary, in the event that a Participant experiences a Qualifying Termination 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 the Termination of Service, each outstanding and unvested Award held by such Participant as of the day prior to the date of the Participant's Termination of Service shall
- (i) remain outstanding for the period of three (3) months following the Participant's Termination of Service with any vesting of such Award being suspended until it is determined whether there is a Change in Control during the three (3) month period following the Participant's Termination of Service;
 - (ii) if a Change in Control occurs within the three (3) month period following the Participant's Termination of Service, be treated as if the Participant had remained employed by the Company 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 governing such Award, subject to the same terms and conditions as in effect immediately prior to the Participant's Termination of Service and subject to any applicable provisions of this Section 9; and
 - (iii) if no Change in Control occurs within the three (3) month period following the Participant's Termination of Service, terminate and be of no further force or effect except as otherwise provided by the Administrator or in a written agreement between the Company and the Participant.
- (b) *Treatment of Awards upon a Change in Control.* In the event of a Change in Control (without regard to whether such event also constitutes a Reorganization Event), the following provisions shall apply to all then-outstanding Awards (including any Awards that remain outstanding as of the Change in Control pursuant to Section 9(a)):
- (i) *Performance Awards.* If the Change in Control occurs prior to the Measurement Date for a Performance Award that vests based upon the achievement of Performance Goals and upon a Participant providing continued service to the Company, then upon the effective date of the Change in Control such Award shall be earned as to the greater of (A) the "Target" level of shares for such Award, or (B) 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 Administrator determines in its sole discretion that it is impracticable to calculate the number of shares that would have been earned under clause (B) above with respect to one or more of the applicable Performance Goals of the Award, then such Award shall be earned as to the "Target" level of shares covered by such Performance Goal(s). For the avoidance of doubt, any deemed satisfaction of Performance Goals as described in this

Section 9(b)(i) shall occur prior to the assumption, substitution, or accelerated vesting of such Award as provided in this Section 9(b) or in Section 9(c).

- (ii) *Awards Not Assumed.* In the event that the successor or surviving company in the Change in Control does not agree to assume, or substitute for, an outstanding Award (or in the event that the Company is the ultimate parent corporation in the Change in Control and does not agree to continue the 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 Administrator, then such 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 Award, after giving effect to any deemed satisfaction of Performance Goals as described in Section 9(b)(i). If an Award becomes exercisable pursuant to this Section 9(b)(ii), the Administrator shall notify the Participant that the Award shall be fully exercisable beginning prior to the Change in Control contingent on the occurrence of the Change in Control, and the Award shall terminate on the Change in Control.
- (iii) *Awards Assumed.* In the event that the successor or surviving company in the Change in Control agrees to assume, or substitute for, an outstanding Award (or in the event that the Company is the ultimate parent corporation in the Change in Control and agrees to continue the 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 9(b)(i)), as determined in the sole discretion of the Administrator, then for the avoidance of doubt, such Award shall, following the Change in Control, continue to be subject to the same time-based vesting schedule to which the Award was subject immediately prior to the Change in Control.
- (c) *Treatment of Awards upon a Qualifying Termination.* Subject to the provisions of Section 13(f), in the event that a Participant experiences a Qualifying Termination, each outstanding and unvested Award under the Plan held by the Participant 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 9(b)(i) and any deemed continued employment through the effective date of the Change in Control as described in Section 9(a), vests solely based upon providing continued service to the Company (or, if applicable, a successor corporation to the Company), including, without limitation, Options, SARs, Restricted Stock Awards, and Performance 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 Award. For the avoidance of

doubt, the reference in this Section 9(c) to “Performance 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 the Company or its successor, pursuant to Section 9(b) above.

- (d) *Share Issuance.* Subject to Section 12(f), any shares of Common Stock that are issued pursuant to Section 9(b)(ii) or Section 9(c) shall be issued to the applicable Participant 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 13(f)).

10. Effect of Changes in Common Stock and Reorganization Events

- (a) *Changes in Capitalization.* In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spinoff 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 Award Limit set forth in Section 4(d), (iii) the number and class of securities and exercise price per share of each outstanding Option, (iv) the share- and per-share provisions of each Stock Appreciation Right, (v) the repurchase price per share subject to each outstanding award of Restricted Stock and (vi) the share- and per-share provisions of each outstanding Restricted Stock Unit Award and 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) *Consequences of a Reorganization Event on Awards Other than Restricted Stock.* 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 other than Restricted Stock 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 subsection (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 subsection (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 subsection (ii) above.

- (c) *Consequences of a Reorganization Event on Awards of Restricted Stock.* 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 Award of Restricted Stock shall inure to the benefit of the Company's successor and shall apply to the cash, securities or other property that 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 Award of Restricted Stock. 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 Award of Restricted Stock or any other agreement between a Participant and the Company, all restrictions and conditions on all Awards of Restricted Stock then outstanding shall automatically be deemed terminated or satisfied.

11. Termination of Service Due to Death or Disability

- (a) *Acceleration of Awards.* In the event that a Participant experiences a Termination of Service due to death or Disability, on the date of such Termination of Service each outstanding and unvested Award under the Plan held by the Participant that, pursuant to its terms, vests solely based upon providing continued service to the Company, including, without limitation, Options, SARs, Restricted Stock Awards, and Performance 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 Award.

- (b) *Performance Awards.* In the event that a Participant holds a Performance Award that vests based upon the achievement of Performance Goals and upon providing continued service to the Company and the Participant's Termination of Service due to death or Disability occurs prior to the Measurement Date for such Award, then such Award shall, as of the Measurement Date, (i) be earned as to the greater of (A) the "Target" level of shares for such Award, or (B) the number of shares that would have been earned pursuant to the terms of such Award had the Participant remained employed through the Measurement Date, and (ii) 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 subsection (i) above.
- (c) *Share Issuance.* Subject to Section 12(f), any shares of Common Stock that are issued pursuant to Section 11(a) shall be issued to the Participant (or to the Participant's estate, if applicable) on, or as soon as practicable (but not more than sixty (60) days) after, the date of the Participant's Termination of Service (or such later date as may be required by Section 13(f)). Subject to Section 12(f), any shares of Common Stock that are issued pursuant to Section 11(b) shall be issued to the Participant (or to the Participant's estate, if applicable) on, or as soon as practicable (but not more than sixty (60) days) after, the Measurement Date.
- (d) *Exercise Period of Options Upon Death.* Except as otherwise provided (i) in an employment agreement, severance agreement, change in control agreement or other similar agreement, if any, between the Company and the Participant, (ii) by the Administrator in an Award Agreement, or (iii) by action of the Administrator following the grant of an Option, all outstanding Options held by a Participant that are exercisable upon the Participant's Termination of Service due to death (including any Options that become vested and exercisable pursuant to Section 11(a)) shall remain exercisable for a period of time expiring on the earlier of (a) the one (1) year anniversary of the Participant's Termination of Service due to death, and (b) the final expiration date of such Options as set forth in the applicable Award Agreement, subject to the other terms and conditions of such Award Agreement.
- (e) *Exercise Period of Options Upon Disability.* Except as otherwise provided (i) in an employment agreement, severance agreement, change in control agreement or other similar agreement, if any, between the Company and the Participant, (ii) by the Administrator in an Award Agreement, or (iii) by action of the Administrator following the grant of an Option, all outstanding Options held by a Participant that are exercisable upon the Participant's Termination of Service due to Disability (including any Options that become vested and exercisable pursuant to Section 11(a)) shall remain exercisable for a period of time expiring on the earlier of (a) the six (6) month anniversary of the Participant's Termination of Service due to Disability, and (b) the final expiration date of such Options as set forth in the applicable Award Agreement, subject to the other terms and conditions of such Award Agreement.

12. General Provisions Applicable to Awards

- (a) *Transferability of Awards.* Except as the Administrator 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) *Award Agreement.* Each Award shall be evidenced by an Award Agreement (which may be electronic).
- (c) *Limitations Applicable to Section 16 Persons.* Notwithstanding any other provision of the Plan, the Plan and any Award granted or awarded to any individual who is then subject to Section 16 of the Exchange Act shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including Rule 16b-3 under the Exchange Act or any successor rule) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, the Plan and Awards granted or awarded hereunder shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.
- (d) *Administrator 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 Administrator need not treat Participants uniformly.
- (e) *Termination of Service.* Subject to the provisions of Sections 9 and 11, the Administrator in its sole discretion shall determine the effect on an Award of the Disability, death, or other Termination of Service or change in the employment or other 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.
- (f) *Withholding.* The Company shall have the authority and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy federal, state, local and foreign taxes (including applicable income and payroll taxes) required by law to be withheld with respect to any taxable event concerning a Participant arising as a result of the Plan. The Administrator may in its sole discretion and in satisfaction of the foregoing requirement allow a Participant to elect to have the Company withhold shares of Common Stock otherwise issuable under an Award (or allow the surrender of shares of Common Stock). The number of shares of Common Stock which may be so withheld or surrendered shall be limited to the number of shares which have a Fair Market Value on the date of withholding or repurchase equal to the aggregate amount of such liabilities based on the minimum statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such supplemental taxable income, except that, to the extent that the Company is able to withhold or receive surrendered shares of Common Stock having a Fair Market Value that exceeds the applicable minimum statutory withholding tax without financial accounting implications or the Company is withholding in a jurisdiction that does not have a minimum statutory withholding tax, the Company may withhold or allow the surrender of such number of shares of Common Stock (up to the number of shares having a Fair Market Value equal to the applicable maximum individual statutory rate of tax (determined by, or in a manner approved by, the Company)) as the Company shall determine in its sole discretion to satisfy the tax liability associated with any Award. The Administrator shall determine the fair market value of the Common Stock,

consistent with applicable provisions of the Code, for tax withholding obligations due in connection with a broker-assisted cashless Option or Stock Appreciation Right exercise involving the sale of shares to pay the Option or Stock Appreciation Right exercise price or any tax withholding obligation.

- (g) *Payment.* The Administrator shall determine the methods by which payments shall be made by any Participant with respect to any Awards granted under the Plan, including, without limitation:
- (i) in cash or by check, payable to the order of the Company;
 - (ii) except as the Administrator may otherwise provide in an option agreement, by (A) 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/or any required tax withholding, or (B) 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/or any required tax withholding, provided, in either case, that delivery of such required payments is then made to the Company upon settlement of such sale;
 - (iii) when the Common Stock is registered under the Exchange Act, by delivery of shares of Common Stock owned by the Participant valued at their Fair Market Value, provided (A) such method of payment is then permitted under applicable law, (B) such Common Stock, if acquired directly from the Company, was owned by the Participant for such minimum period of time, if any, as may be established by the Administrator in its discretion and (C) such Common Stock is not subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements;
 - (iv) to the extent permitted by applicable law and by the Administrator, by payment of such other lawful consideration as the Administrator may determine; or
 - (v) by any combination of the above-permitted forms of payment.
- (h) *Accrued Dividends.* Any dividends (whether paid in cash, stock or property) declared and paid by the Company with respect to shares of Restricted Stock or Dividend Equivalents granted with respect to Restricted Stock Units or other Awards with respect to which Dividend Equivalents may be granted (either, “*Accrued Dividends*”) shall be paid to the Participant only if and when such shares become free from the restrictions on transferability and forfeitability that apply to such shares or, in the case of a Restricted Stock Unit or other Award, the Award vests and the shares are delivered to the Participant. In addition, Accrued Dividends with respect to an Award with performance-based vesting that are based on dividends paid prior to the vesting of such Award shall be paid out to the Participant only to the extent that the performance-based vesting conditions are subsequently satisfied and the Award vests. Each payment of Accrued Dividends will be made no later than the end of the calendar year in which the dividends are paid to stockholders of that class of stock or, if later, the 15th day of the third month following the lapsing of the restrictions on transferability and the

forfeiture provisions applicable to the Restricted Stock, Restricted Stock Units or other Awards. No interest will be paid on Accrued Dividends.

- (i) *Fractional Shares.* No fractional shares of Common Stock shall be issued pursuant to Awards granted under the Plan, and the Administrator shall determine, in its sole discretion, whether cash shall be given in lieu of fractional shares or whether such fractional shares shall be eliminated by rounding down.
- (j) *Amendment of Award.* Except as provided in Sections 5 and 6, the Administrator 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 Administrator determines that the action, taking into account any related action, would not materially and adversely affect the Participant.
- (k) *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, the shares of Common Stock are covered by an effective registration statement or applicable exemption from registration and 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.
- (l) *Book Entry.* Notwithstanding any other provision of the Plan, unless otherwise determined by the Administrator or required by any applicable law, rule or regulation, the Company shall not deliver to any Participant certificates evidencing shares of Common Stock issued in connection with any Award and instead such shares of Common Stock shall be recorded in the books of the Company (or, as applicable, its transfer agent or stock plan administrator).
- (m) *Acceleration.* Except as otherwise provided in the Plan, the Administrator 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.

13. Miscellaneous

- (a) *No Right To Employment or Other 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 continued employment or any other 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) *Term of Plan.* No Awards shall be granted under the Plan on or after the Expiration Date. Any Awards that are outstanding on the Expiration Date shall remain in force according to the terms of the Plan and the applicable Award Agreement.
- (d) *Amendment of Plan.* The Board or the Committee 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 (i) increase the number of shares authorized under the Plan (other than pursuant to Section 10), (ii) materially increase the benefits provided under the Plan, (iii) materially expand the class of participants eligible to participate in the Plan, (iv) expand the types of Awards provided under the Plan or (v) make any other changes that require stockholder approval under the rules of Nasdaq (or other securities exchange or automated quotation system on which shares of Common Stock are listed, quoted or traded). No amendment, suspension or termination of the Plan shall, without the consent of the Participant, impair any rights or obligations under any Award theretofore granted or awarded, unless the applicable Award Agreement itself otherwise expressly so provides. No Awards may be granted or awarded under the Plan during any period of suspension or after termination of the Plan.
- (e) *Provisions for Foreign Participants.* The Administrator 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 Section 409A.* If and to the extent (A) any portion of any payment, compensation or other benefit provided to a Participant pursuant to the Plan in connection with his or her Termination of Service constitutes "nonqualified deferred compensation" within the meaning of Section 409A, and (B) the Participant is a specified employee as defined in Section 409A(a)(2)(B)(i) of the Code, in each case as determined by the Company in accordance with its procedures, by which determinations the Participant (through accepting the Award) agrees that he or she is bound, such portion of the payment, compensation or other benefit shall not be paid before the day that is six months plus one day after the date of "separation from service" (as determined under Section 409A) (the "**New Payment Date**"), except as Section 409A may then permit. The aggregate of any payments that otherwise would have been paid to the Participant during the period between the date of separation from service and the New Payment Date shall be paid to the Participant in a lump sum on such New Payment Date, and any remaining payments will be paid on their original schedule.

- (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 giving effect to any choice or conflict of law provision or rule (whether of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of Delaware.

SKYWORKS SOLUTIONS, INC.
RESTRICTED STOCK UNIT AGREEMENT
GRANTED UNDER 2026 LONG-TERM INCENTIVE PLAN

Date (the “Grant Date”):

Name (the “Participant”):

Award (the “Award”): restricted stock units

AGREEMENT made on the Grant Date, between Skyworks Solutions, Inc., a Delaware corporation (the “Company”), and the Participant.

For good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. Grant of Award.

This Restricted Stock Unit Agreement (the “Agreement”) evidences the grant by the Company on the Grant Date to the Participant of the Award, subject to the terms and conditions set forth in this Agreement and in the Company’s 2026 Long-Term Incentive Plan (the “Plan”). Each Restricted Stock Unit represents the right to receive one share of the common stock, \$0.25 par value per share, of the Company (“Common Stock”) upon the satisfaction of the vesting conditions as provided in Section 2 of this Agreement. The shares of Common Stock that are issuable upon vesting are referred to in this Agreement as “Shares.” No Shares shall be issued by the Company and delivered to the Participant unless, and until, all conditions set forth herein for such issuance and delivery are met. If the Participant does not accept this Award during the period beginning with the Grant Date and ending on the day that is two (2) business days prior to the first applicable vesting date, as set forth in Section 2, then the Award will be forfeited immediately following such period and the Participant will have no further rights with respect to the Award or any Shares issuable thereunder.

2. Vesting Schedule; Forfeiture.

(a) Vesting Schedule. Unless otherwise provided in this Agreement or the Plan, the Award shall vest in accordance with the following vesting schedule: twenty-five percent (**25%**) of the total number of Restricted Stock Units shall vest on the first anniversary of the Grant Date, twenty-five percent (**25%**) of the total number of Restricted Stock Units shall vest on the second anniversary of the Grant Date, twenty-five percent (**25%**) of the total number of Restricted Stock Units shall vest on the third anniversary of the Grant Date and twenty-five percent (**25%**) of the total number of Restricted Stock Units shall vest on the fourth anniversary of the Grant Date, provided the Participant continues to provide active service as an employee of

or consultant to the Company and/or its subsidiaries and affiliates on each vesting date. The Company shall have the sole discretion to define what constitutes providing active services for vesting purposes (including whether the Participant may still be considered to be providing services while on a leave of absence in accordance with the Company's leave policies).

(b) Forfeiture upon Termination of Service. Except as otherwise provided in the Plan, in the event that the Participant ceases to provide services as an employee of or consultant to the Company for any reason or no reason, with or without Cause, all of the Restricted Stock Units that have not yet vested pursuant to Section 2(a) of this Agreement as of the time of such Termination of Service shall be forfeited immediately and automatically, without the payment of any consideration to the Participant, effective as of such Termination of Service. The Participant shall have no further rights with respect to any Restricted Stock Units that are so forfeited. If the Participant is employed by or serves as a consultant to a Subsidiary of the Company, any references in this Agreement to employment or consulting, as applicable, with the Company shall instead be deemed to refer to employment or consulting with such Subsidiary.

3. Issuance of Shares.

(a) Subject to the provisions of this Agreement, any Shares subject to vested Restricted Stock Units shall be issued within 30 days following the applicable vesting date as set forth in Section 2 above. Settlement of Restricted Stock Units shall be in Shares only.

(b) The Company shall not be obligated to issue and deliver the Shares to the Participant on any vesting date, unless the issuance and delivery of the Shares shall comply with all relevant provisions of law and other legal requirements including, without limitation, any applicable federal or state or foreign securities laws and the requirements of any stock exchange upon which the Shares may then be listed.

4. Restrictions on Transfer.

The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise, the Award or the Shares subject to the Award (until such Shares have been issued upon vesting of the Award pursuant to Section 3(a) hereof), or any interest therein, except by will or the laws of descent and distribution.

5. Provisions of the Plan; Dividend and Other Shareholder Rights.

This Agreement is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this Agreement. Capitalized terms not otherwise defined in this Agreement shall have the meaning set forth in the Plan. Except as set forth in the Plan, neither the Participant nor any person claiming under or through the Participant shall be, or have any rights or privileges of, a stockholder of the Company in respect of the Shares issuable pursuant to the Restricted Stock Units granted hereunder until the Shares have been issued by the Company and delivered to the Participant.

6. Withholding Taxes; No Section 83(b) Election.

(a) On the date that Shares are to be issued upon vesting of the Award pursuant to Section 3 hereof, the Company shall automatically, and without any action or election by the Participant, withhold a number of Shares having a Fair Market Value on such date equal to the amount sufficient to satisfy the taxes required by law to be withheld, based on the minimum statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income; provided, however, that if the Participant is permitted by the Committee to elect to use a higher withholding rate, the number of Shares withheld shall be based on such higher withholding rate.

(b) The Participant acknowledges that no election under Section 83(b) of the Internal Revenue Code of 1986 may be filed with respect to this Award or the Shares issued hereunder.

7. Miscellaneous.

(a) No Advice Regarding Grant. The Participant is hereby advised to consult with the Participant's own personal tax, legal and financial advisors regarding the Participant's participation in the Plan before taking any action related to the Plan. The Participant acknowledges and agrees that he or she is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

(b) No Rights to Continued Service. The Participant acknowledges and agrees that the vesting of the Shares pursuant to Section 2 hereof is earned only by continuing to provide active service to the Company as an employee or consultant at the will of the Company. The Participant further acknowledges and agrees that the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued engagement as an employee or consultant for the vesting period, for any period, or at all.

(c) Invention Assignment. The Participant agrees that Participant will promptly disclose to the Company any inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, works of authorship (a work), know-how, improvements, discoveries, developments, designs and techniques, whether or not patentable ("Invention" or "Inventions") that Participant makes, suggests, conceives, devises, discovers, or first actually reduces to practice, solely or jointly with others, during or resulting from said employment, and which further (a) results from or is related to any assignments given to or assumed by Participant or otherwise associated with Participant's role, scope, function, or responsibilities as an employee and/or employment, or (b) is subject to any contractual obligation of the Company to a third party, or (c) utilized the time, equipment, supplies, facilities, trade secret information, or other assets of the Company, or (d) pertains to any actual, anticipated, or planned Company work, product, research, business activity, roadmap, or any logical or

foreseeable extension thereof, and Participant will assign and do hereby assigns to the Company Participant's entire right, title, and interest (both domestic and foreign, including all intellectual property rights therein and all rights under the International Convention for the Protection of Industrial Property) in and to all such Inventions, and without requiring any further compensation, consideration, or award of any kind from the Company or any third party. Participant further agrees that Participant will at any time, either during or after said employment, at the request and expense of the Company, but without further compensation or consideration to Participant, assist the Company in obtaining, maintaining, and enforcing patents or other intellectual property rights on such Inventions in any and all countries and will execute, acknowledge, and deliver any lawful document or paper and provide any other related information that in the opinion of the Company's counsel is necessary, desired, or helpful for the Company, including any patent application, assignment, license, or any paper, including in connection with any contractual obligation, litigation, or controversy, pertaining to any such Invention or any patent issuing thereon.

(d) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(e) Waiver. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board of Directors of the Company.

(f) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and the Participant and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the restrictions on transfer set forth in Section 4 of this Agreement.

(g) Notice. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery or five days after deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party hereto at the address shown beneath his or its respective signature to this Agreement, or at such other address or addresses as either party shall designate to the other in accordance with this Section 7.

(h) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

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

(j) Participant's Acknowledgments. The Participant acknowledges that he or she: (i) has read this Agreement; (ii) has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of the Participant's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; and (iv) is fully aware of the legal and binding effect of this Agreement.

(k) Section 409A. This Agreement is intended to be exempt from, or compliant with, Section 409A and shall be interpreted and construed consistently therewith. Notwithstanding the foregoing, in no event shall the Company have any liability to the Participant or to any other person in the event that the Agreement is determined to not be exempt from or compliant with Section 409A.

(l) Unfunded Rights. The right of the Participant to receive Shares pursuant to this Agreement is an unfunded and unsecured obligation of the Company. The Participant shall have no rights under this Agreement other than those of an unsecured general creditor of the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Skyworks Solutions, Inc.

Philip Brace
Chief Executive Officer and President

Participant (Signature): _____

Print Name _____

SKYWORKS SOLUTIONS, INC.
PERFORMANCE SHARE AGREEMENT
GRANTED UNDER 2026 LONG-TERM INCENTIVE PLAN

Date (the “Grant Date”):

Name (the “Participant”):

Award (the “Award”): performance shares

AGREEMENT made on the Grant Date, between Skyworks Solutions, Inc., a Delaware corporation (the “Company”), and the Participant.

For good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. Grant of Award.

This Performance Share Agreement (the “Agreement”) evidences the grant by the Company on the Grant Date to the Participant of the Award, subject to the terms and conditions set forth in this Agreement and in the Company’s 2026 Long-Term Incentive Plan (the “Plan”). Each performance share represents the right to receive such number of shares of the common stock, \$0.25 par value per share, of the Company (“Common Stock”) as determined in accordance with the terms set forth in Exhibit A to this Agreement. The shares of Common Stock that are issuable upon, and to the extent of, the achievement of the Performance Goals are referred to in this Agreement as “Shares.” No Shares shall be issued by the Company and delivered to the Participant unless, and until, all conditions set forth herein for such issuance and delivery are met, including but not limited to the achievement of an applicable Performance Goal. If the Participant does not accept this Award during the period beginning with the Grant Date and ending on the day that is two (2) business days prior to the first applicable vesting date, as set forth in Exhibit A, then the Award will be forfeited immediately following such period and the Participant will have no further rights with respect to the Award or any Shares issuable thereunder.

2. Earning Shares; Forfeiture.

(a) Shares shall be deemed earned if, and to the extent, the applicable Performance Goal is satisfied as of the applicable Measurement Date set forth in Exhibit A. If the applicable Performance Goal is not met as of the applicable Measurement Date, the Company shall have no obligation to issue the portion of the Shares allocable to such Performance Goal, and this Award shall be forfeited with respect thereto.

(b) Notwithstanding the foregoing, if the Participant's employment or consultancy with the Company terminates for any reason prior to the applicable vesting date, as set forth in Exhibit A, the Company shall have no obligation to issue any Shares (or any earned but unissued Shares, if applicable) to the Participant under this Agreement and this Award shall be forfeited, except as otherwise expressly provided in the Plan or in a separate written agreement between the Company and the Participant. The Company shall have the sole discretion to define what constitutes providing active services for vesting purposes (including whether the Participant may still be considered to be providing services while on a leave of absence in accordance with the Company's leave policies).

3. Issuance of Shares.

(a) Subject to the provisions of the Plan, the number of Shares issued to the Participant shall be determined under Exhibit A and such Shares, if any, shall be issued to the Participant within 30 days of the applicable vesting date, or such other date as provided in the Plan, as applicable.

(b) The Company shall not be obligated to issue and deliver the Shares to the Participant within 30 days of the applicable vesting date, or on any other date as provided in the Plan, unless the issuance and delivery of the Shares shall comply with all relevant provisions of law and other legal requirements including, without limitation, any applicable federal or state securities laws and the requirements of any stock exchange upon which shares of Common Stock may then be listed.

4. Restrictions on Transfer.

The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise, the Award or the Shares subject to the Award (until such Shares have been issued upon vesting of the Award pursuant to Section 3(a) hereof), or any interest therein, except by will or the laws of descent and distribution.

5. Provisions of the Plan; Dividend and Other Shareholder Rights.

This Agreement is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this Agreement. Capitalized terms not otherwise defined in this Agreement shall have the meaning set forth in the Plan. Except as set forth in the Plan, neither the Participant nor any person claiming under or through the Participant shall be, or have any rights or privileges of, a stockholder of the Company in respect of the Shares issuable pursuant to the performance shares granted hereunder until the Shares have been issued by the Company and delivered to the Participant.

6. Withholding Taxes; No Section 83(b) Election.

(a) On the date that Shares are to be issued upon vesting of the Award pursuant to Section 3 hereof, the Company shall automatically, and without any action or election by the Participant, withhold a number of Shares having a Fair Market Value on such

date equal to the amount sufficient to satisfy the taxes required by law to be withheld, based on the minimum statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income; provided, however, that if the Participant is permitted by the Committee to elect to use a higher withholding rate, the number of Shares withheld shall be based on such higher withholding rate.

(b) The Participant acknowledges that no election under Section 83(b) of the Internal Revenue Code of 1986 may be filed with respect to this Award or the Shares issued hereunder.

7. Miscellaneous.

(a) No Advice Regarding Grant. The Participant is hereby advised to consult with the Participant's own personal tax, legal and financial advisors regarding the Participant's participation in the Plan before taking any action related to the Plan. The Participant acknowledges and agrees that he or she is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

(b) No Rights to Continued Service. The Participant acknowledges and agrees that his or her right to receive Shares pursuant to Section 2 hereof is triggered only by the achievement by the Company of the Performance Goal(s), continuing to provide active service to the Company until the Compensation and Talent Committee has made a determination that such Performance Goal(s) has (have) been achieved and the satisfaction of any continuing service requirements set forth in Exhibit A. The Participant further acknowledges and agrees that the transactions contemplated hereunder and the Performance Goals set forth herein do not constitute an express or implied promise of continued engagement as an employee or consultant for the Performance Period, for any period, or at all.

(c) Clawback Policy. By accepting this Award, the Participant acknowledges and agrees that this Award is subject to the provisions of any compensation clawback or recovery policy that the Company has in effect or may adopt in the future. The Participant agrees that in the event it is determined in accordance with any such policy that any compensation or compensatory award granted, earned or paid to the Participant under this Award must be forfeited or reimbursed to the Company, the Participant will promptly take any action necessary to effectuate such forfeiture and/or reimbursement.

(d) Invention Assignment. The Participant agrees that Participant will promptly disclose to the Company any inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, works of authorship (a work), know-how, improvements, discoveries, developments, designs and techniques, whether or not patentable ("Invention" or "Inventions") that Participant makes, suggests, conceives, devises, discovers, or first actually reduces to practice, solely or jointly with others, during or resulting from said employment, and which further (a) results from or is related to any assignments given to or

assumed by Participant or otherwise associated with Participant's role, scope, function, or responsibilities as an employee and/or employment, or (b) is subject to any contractual obligation of the Company to a third party, or (c) utilized the time, equipment, supplies, facilities, trade secret information, or other assets of the Company, or (d) pertains to any actual, anticipated, or planned Company work, product, research, business activity, roadmap, or any logical or foreseeable extension thereof, and Participant will assign and do hereby assigns to the Company Participant's entire right, title, and interest (both domestic and foreign, including all intellectual property rights therein and all rights under the International Convention for the Protection of Industrial Property) in and to all such Inventions, and without requiring any further compensation, consideration, or award of any kind from the Company or any third party. Participant further agrees that Participant will at any time, either during or after said employment, at the request and expense of the Company, but without further compensation or consideration to Participant, assist the Company in obtaining, maintaining, and enforcing patents or other intellectual property rights on such Inventions in any and all countries and will execute, acknowledge, and deliver any lawful document or paper and provide any other related information that in the opinion of the Company's counsel is necessary, desired, or helpful for the Company, including any patent application, assignment, license, or any paper, including in connection with any contractual obligation, litigation, or controversy, pertaining to any such Invention or any patent issuing thereon.

(e) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(f) Waiver. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board of Directors of the Company.

(g) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and the Participant and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the restrictions on transfer set forth in Section 4 of this Agreement.

(h) Notice. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery or five days after deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party hereto at the address shown beneath his or its respective signature to this Agreement, or at such other address or addresses as either party shall designate to the other in accordance with this Section 7.

(i) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(j) Governing Law. This Agreement and any disputes hereunder shall be governed by and construed in accordance with the internal laws of the State of Delaware without

giving effect to any choice or conflict of law provision or rule (whether of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of Delaware.

(k) Participant's Acknowledgments. The Participant acknowledges that he or she: (i) has read this Agreement; (ii) has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of the Participant's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; and (iv) is fully aware of the legal and binding effect of this Agreement.

(l) Section 409A. This Agreement is intended to be exempt from, or compliant with, Section 409A and shall be interpreted and construed consistently therewith. Notwithstanding the foregoing, in no event shall the Company have any liability to the Participant or to any other person in the event that the Agreement is determined to not be exempt from or compliant with Section 409A.

(m) Unfunded Rights. The right of the Participant to receive Shares pursuant to this Agreement is an unfunded and unsecured obligation of the Company. The Participant shall have no rights under this Agreement other than those of an unsecured general creditor of the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Skyworks Solutions, Inc.

Philip Brace
Chief Executive Officer and President

Participant (Signature): _____

Print Name _____

SKYWORKS SOLUTIONS, INC.
NONSTATUTORY STOCK OPTION AGREEMENT
GRANTED UNDER 2026 LONG-TERM INCENTIVE PLAN

Date (the “Grant Date”):

Name (the “Participant”):

Award (the “Award”): options to purchase [] shares

Exercise Price (the “Exercise Price”): [_____] per share

Final Exercise Date (the “Final Exercise Date”):

AGREEMENT made on the Grant Date, between Skyworks Solutions, Inc., a Delaware corporation (the “Company”), and the Participant.

For good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. Grant of Option.

This stock option agreement (the “Agreement”) evidences the grant by the Company on the Grant Date to the Participant of the Award. The Award represents an option to purchase, in whole or in part, shares (the “Shares”) of common stock, \$0.25 par value per share, of the Company (“Common Stock”) at the Exercise Price, subject to the terms and conditions set forth in this Agreement and in the Company’s 2026 Long-Term Incentive Plan (the “Plan”). Unless earlier terminated, this option shall expire at 5:00 p.m., Eastern Time, on the Final Exercise Date. The Participant agrees that the option shall be subject to the vesting provisions set forth in Section 2 of this Agreement and the restrictions on transfer set forth in Section 5 of this Agreement. If the Participant does not accept this option during the period beginning with the Grant Date and ending on the day that is two (2) business days prior to the first applicable vesting date, as set forth in Section 2, then the option will be forfeited immediately following such period and the Participant will have no further rights with respect to the option or any Shares issuable thereunder.

It is intended that the option evidenced by this Agreement shall not be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the “Code”). Except as otherwise indicated by the context, the term “Participant”, as used in this Agreement, shall be deemed to include any person who acquires the right to exercise this option validly under its terms.

2. Vesting Schedule.

This option will become exercisable (“vest”) in accordance with the following vesting schedule: as to twenty-five percent (25%) of the original number of Shares on the first anniversary of the Grant Date, as to twenty-five percent (25%) of the original number of Shares on the second anniversary of the Grant Date, as to twenty-five percent (25%) of the original number of Shares on the third anniversary of the Grant Date, and as to twenty-five percent (25%) of the original number of Shares on the fourth anniversary of the Grant Date, provided the Participant continues to provide active service to the Company and/or its subsidiaries and affiliates on each vesting date. The Company shall have the sole discretion to define what constitutes providing active services for vesting purposes (including whether the Participant may still be considered to be providing services while on a leave of absence in accordance with the Company’s leave policies).

The right of exercise shall be cumulative so that to the extent the option is not exercised in any period to the maximum extent permissible it shall continue to be exercisable, in whole or in part, with respect to all Shares for which it is vested until the earlier of the Final Exercise Date or the termination of this option under Section 3 hereof or the Plan.

3. Exercise of Option.

(a) Form of Exercise. Each election to exercise this option shall be in writing, signed by the Participant, or by any other form of notice (including electronic notice) that has been approved by the Company, and received by the Company at its principal office or by a person designated by the Company, accompanied by this Agreement, and payment in full in the manner provided in the Plan. The Participant may purchase less than the number of Shares covered hereby, provided that no partial exercise of this option may be for any fractional share.

(b) Continuous Relationship with the Company Required. Except as otherwise provided in Section 5(d), 5(e), 11(d), and 11(e) of the Plan, this option may not be exercised unless the Participant, at the time he or she exercises this option, is, and has been at all times since the Grant Date, an employee or officer of, or consultant or advisor to, the Company or any other entity the employees, officers, consultants, or advisors of which are eligible to receive option grants under the Plan (an “Eligible Participant”).

4. Withholding.

No Shares will be issued pursuant to the exercise of this option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state, local or foreign taxes of any kind required by law to be withheld in respect of this option.

5. Nontransferability of Option.

This option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, this option shall be exercisable only by the Participant.

6. Provisions of the Plan.

This Agreement is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this Agreement. Capitalized terms not otherwise defined in this Agreement shall have the meaning set forth in the Plan.

7. Miscellaneous.

(a) No Advice Regarding Grant. The Participant is hereby advised to consult with the Participant's own personal tax, legal and financial advisors regarding the Participant's participation in the Plan before taking any action related to the Plan. The Participant acknowledges and agrees that he or she is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

(b) No Rights to Service. The Participant acknowledges and agrees that the vesting of the option pursuant to Section 2 hereof is earned only by continuing to provide active service to the Company as an Eligible Participant at the will of the Company. The Participant further acknowledges and agrees that the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued engagement as an employee or consultant for the vesting period, for any period, or at all.

(c) Clawback Policy. By accepting this Award, the Participant acknowledges and agrees that this option is subject to the provisions of any compensation clawback or recovery policy that the Company has in effect or may adopt in the future. The Participant agrees that in the event it is determined in accordance with any such policy that any compensation or compensatory award granted, earned or paid to the Participant under this Award must be forfeited or reimbursed to the Company, the Participant will promptly take any action necessary to effectuate such forfeiture and/or reimbursement.

(d) Invention Assignment. The Participant agrees that Participant will promptly disclose to the Company any inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, works of authorship (a work), know-how, improvements, discoveries, developments, designs and techniques, whether or not patentable ("Invention" or "Inventions") that Participant makes, suggests, conceives, devises, discovers, or first actually reduces to practice, solely or jointly with others, during or resulting from said employment, and which further (a) results from or is related to any assignments given to or assumed by Participant or otherwise associated with Participant's role, scope, function, or responsibilities as an employee and/or employment, or (b) is subject to any contractual obligation of the Company to a third party, or (c) utilized the time, equipment, supplies, facilities, trade secret information, or other assets of the Company, or (d) pertains to any actual, anticipated, or planned Company work, product, research, business activity, roadmap, or any logical or foreseeable extension thereof, and Participant will assign and do hereby assigns to the Company Participant's entire right, title, and interest (both domestic and foreign, including all intellectual property rights therein and all rights under the International Convention for the Protection of Industrial Property) in and to all such Inventions, and without requiring any further compensation, consideration, or award of any kind from the Company or any third party. Participant further agrees that Participant will at any time, either during or after said employment, at the request and expense of the Company, but without further compensation or consideration to Participant, assist the Company in obtaining, maintaining, and enforcing patents or other intellectual property rights on such Inventions in any and all countries and will execute, acknowledge, and deliver any lawful document or paper and provide any other related information that in the opinion of the

Company's counsel is necessary, desired, or helpful for the Company, including any patent application, assignment, license, or any paper, including in connection with any contractual obligation, litigation, or controversy, pertaining to any such Invention or any patent issuing thereon.

(e) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(f) Waiver. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board of Directors of the Company.

(g) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and the Participant and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the restrictions on transfer set forth in Section 5 of this Agreement.

(h) Notice. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery or five days after deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party hereto at the address shown beneath his or its respective signature to this Agreement, or at such other address or addresses as either party shall designate to the other in accordance with this Section 7.

(i) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

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

(k) Participant's Acknowledgments. The Participant acknowledges that he or she: (i) has read this Agreement; (ii) has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of the Participant's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; and (iv) is fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Skyworks Solutions, Inc.

Philip Brace
Chief Executive Officer and President

Participant (Signature): _____

Print Name _____

CERTIFICATION OF THE PRINCIPAL EXECUTIVE OFFICER 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: July 28, 2026

/s/ Philip G. Brace

Philip G. Brace

President and Chief Executive Officer

(Principal Executive Officer)

CERTIFICATION OF THE PRINCIPAL FINANCIAL OFFICER 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 Carter, 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: July 28, 2026

/s/ Philip Carter

Philip Carter

Senior Vice President and Chief Financial Officer

(Principal Financial and Accounting 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 July 3, 2026 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

(Principal Executive Officer)

July 28, 2026

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 July 3, 2026 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Philip Carter, Senior Vice President and 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/ Philip Carter

Philip Carter

Senior Vice President and Chief Financial Officer

(Principal Financial and Accounting Officer)

July 28, 2026