
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 April 1, 2022

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

92617

(Address of principal executive offices)

(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 April 29, 2022, the registrant had 160,926,134 shares of common stock, par value \$0.25 per share, outstanding.

SKYWORKS SOLUTIONS, INC.
QUARTERLY REPORT ON FORM 10-Q
FOR THE QUARTER ENDED April 1, 2022

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

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

	Three Months Ended		Six Months Ended	
	April 1, 2022	April 2, 2021	April 1, 2022	April 2, 2021
Net revenue	\$ 1,335.6	\$ 1,171.8	\$ 2,846.0	\$ 2,681.8
Cost of goods sold	698.0	593.4	1,493.6	1,341.7
Gross profit	637.6	578.4	1,352.4	1,340.1
Operating expenses:				
Research and development	160.7	130.7	311.9	252.3
Selling, general, and administrative	83.0	70.2	165.1	136.9
Amortization of intangibles	21.9	2.8	55.2	5.5
Restructuring, impairment, and other charges	4.7	—	7.1	—
Total operating expenses	270.3	203.7	539.3	394.7
Operating income	367.3	374.7	813.1	945.4
Interest expense	(11.4)	—	(22.3)	—
Other income (expense), net	(1.8)	0.8	(0.5)	0.9
Income before income taxes	354.1	375.5	790.3	946.3
Provision for income taxes	48.3	50.5	84.6	112.0
Net income	\$ 305.8	\$ 325.0	\$ 705.7	\$ 834.3
Earnings per share:				
Basic	\$ 1.87	\$ 1.97	\$ 4.29	\$ 5.05
Diluted	\$ 1.86	\$ 1.95	\$ 4.27	\$ 5.00
Weighted average shares:				
Basic	163.7	165.0	164.4	165.2
Diluted	164.4	166.8	165.4	166.9

See accompanying Notes to Consolidated Financial Statements.

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

	Three Months Ended		Six Months Ended	
	April 1, 2022	April 2, 2021	April 1, 2022	April 2, 2021
Net income	\$ 305.8	\$ 325.0	\$ 705.7	\$ 834.3
Other comprehensive income (loss), net of tax:				
Fair value of investments	(0.3)	(0.1)	(0.4)	(0.3)
Pension adjustments	—	—	3.3	0.3
Comprehensive income	\$ 305.5	\$ 324.9	\$ 708.6	\$ 834.3

See accompanying Notes to Consolidated Financial Statements.

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

	As of	
	April 1, 2022	October 1, 2021
ASSETS	(unaudited)	
Current assets:		
Cash and cash equivalents	\$ 656.4	\$ 882.9
Marketable securities	118.4	137.2
Receivables, net of allowances of \$0.8 and \$0.7, respectively	798.1	756.2
Inventory	928.2	885.0
Other current assets	274.4	204.1
Total current assets	2,775.5	2,865.4
Property, plant, and equipment, net	1,578.4	1,501.6
Operating lease right-of-use assets	207.9	166.1
Goodwill	2,176.8	2,176.7
Intangible assets, net	1,565.7	1,698.6
Deferred tax assets, net	107.7	119.5
Marketable securities	3.4	7.1
Other long-term assets	96.2	55.7
Total assets	<u>\$ 8,511.6</u>	<u>\$ 8,590.7</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 296.3	\$ 236.0
Accrued compensation and benefits	121.9	135.3
Other current liabilities	278.4	287.2
Total current liabilities	696.6	658.5
Long-term debt	2,187.3	2,235.6
Long-term tax liabilities	209.3	222.8
Long-term operating lease liabilities	198.9	144.5
Other long-term liabilities	30.9	32.2
Total liabilities	3,323.0	3,293.6
Commitments and contingencies (Note 9)		
Stockholders' equity:		
Preferred stock, no par value: 25.0 shares authorized, no shares issued	—	—
Common stock, \$0.25 par value: 525.0 shares authorized; 166.9 shares issued and 161.7 shares outstanding at April 1, 2022, and 165.3 shares issued and 165.3 shares outstanding at October 1, 2021	40.4	41.3
Additional paid-in capital	218.1	79.6
Treasury stock, at cost	(772.7)	(1.7)
Retained earnings	5,707.8	5,185.8
Accumulated other comprehensive loss	(5.0)	(7.9)
Total stockholders' equity	5,188.6	5,297.1
Total liabilities and stockholders' equity	<u>\$ 8,511.6</u>	<u>\$ 8,590.7</u>

See accompanying Notes to Consolidated Financial Statements.

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

	Six Months Ended	
	April 1, 2022	April 2, 2021
Cash flows from operating activities:		
Net income	\$ 705.7	\$ 834.3
Adjustments to reconcile net income to net cash provided by operating activities:		
Share-based compensation	106.1	100.8
Depreciation	192.6	158.2
Amortization of intangible assets, including inventory step-up	153.3	17.5
Deferred income taxes	6.4	(3.6)
Amortization of debt discount and issuance costs	2.0	—
Other, net	1.4	—
Changes in assets and liabilities:		
Receivables, net	(41.9)	(100.5)
Inventory	(51.4)	61.8
Accounts payable	15.0	3.7
Other current and long-term assets and liabilities	(114.7)	28.6
Net cash provided by operating activities	974.5	1,100.8
Cash flows from investing activities:		
Capital expenditures	(222.5)	(259.8)
Purchased intangibles	(14.0)	(5.9)
Purchases of marketable securities	(78.6)	(308.1)
Sales and maturities of marketable securities	100.7	358.9
Net cash used in investing activities	(214.4)	(214.9)
Cash flows from financing activities:		
Repurchase of common stock - payroll tax withholdings on equity awards	(83.6)	(51.3)
Repurchase of common stock - stock repurchase program	(687.4)	(195.6)
Dividends paid	(183.7)	(165.6)
Net proceeds from exercise of stock options	2.6	7.1
Proceeds from employee stock purchase plan	15.5	12.7
Payments of debt	(50.0)	—
Net cash used in financing activities	(986.6)	(392.7)
Net increase (decrease) in cash and cash equivalents	(226.5)	493.2
Cash and cash equivalents at beginning of period	882.9	566.7
Cash and cash equivalents at end of period	\$ 656.4	\$ 1,059.9
Supplemental cash flow disclosures:		
Income taxes paid	\$ 138.4	\$ 73.7
Interest paid	\$ 18.8	\$ —
Incentives paid in common stock	\$ 32.2	\$ 27.5
Non-cash investing in capital expenditures, accrued but not paid	\$ 77.3	\$ 124.3
Operating lease assets obtained in exchange for new lease liabilities	\$ 57.2	\$ 13.3

See accompanying Notes to Consolidated Financial Statements.

SKYWORKS SOLUTIONS, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In millions)

	Shares of common stock	Par value of common stock	Shares of treasury stock	Value of treasury stock	Additional paid- in capital	Retained earnings	Accumulated other comprehensive loss	Total stockholders' equity
Balance at October 1, 2021	165.3	\$ 41.3	—	\$ (1.7)	\$ 79.6	\$ 5,185.8	\$ (7.9)	\$ 5,297.1
Net income	—	—	—	—	—	399.9	—	399.9
Exercise and settlement of share-based awards, net of shares withheld for taxes	0.9	0.2	0.5	(80.1)	33.8	—	—	(46.1)
Share-based compensation expense	—	—	—	—	42.0	—	—	42.0
Stock repurchase program	(1.7)	(0.4)	1.7	(269.4)	0.4	—	—	(269.4)
Dividends declared	—	—	—	—	—	(92.5)	—	(92.5)
Other comprehensive income	—	—	—	—	—	—	3.2	3.2
Balance at December 31, 2021	<u>164.5</u>	<u>\$ 41.1</u>	<u>2.2</u>	<u>\$ (351.2)</u>	<u>\$ 155.8</u>	<u>\$ 5,493.2</u>	<u>\$ (4.7)</u>	<u>\$ 5,334.2</u>
Net income	—	\$ —	—	\$ —	\$ —	305.8	—	305.8
Exercise and settlement of share-based awards, net of shares withheld for taxes	0.2	—	—	(3.5)	16.3	—	—	12.8
Share-based compensation expense	—	—	—	—	45.3	—	—	45.3
Stock repurchase program	(3.0)	(0.7)	3.0	(418.0)	0.7	—	—	(418.0)
Dividends declared	—	—	—	—	—	(91.2)	—	(91.2)
Other comprehensive loss	—	—	—	—	—	—	(0.3)	(0.3)
Balance at April 1, 2022	<u>161.7</u>	<u>\$ 40.4</u>	<u>5.2</u>	<u>\$ (772.7)</u>	<u>\$ 218.1</u>	<u>\$ 5,707.8</u>	<u>\$ (5.0)</u>	<u>\$ 5,188.6</u>
Balance at October 2, 2020	165.6	\$ 41.4	66.7	\$ (4,093.5)	\$ 3,403.7	\$ 4,820.4	\$ (7.8)	\$ 4,164.2
Net income	—	—	—	—	—	509.3	—	509.3
Exercise and settlement of share-based awards, net of shares withheld for taxes	0.7	0.2	0.4	(47.8)	30.1	—	—	(17.5)
Share-based compensation expense	—	—	—	—	37.4	—	—	37.4
Stock repurchase program	(1.4)	(0.4)	1.4	(195.6)	0.4	—	—	(195.6)
Dividends declared	—	—	—	—	—	(83.0)	—	(83.0)
Other comprehensive loss	—	—	—	—	—	—	0.1	0.1
Balance at January 1, 2021	<u>164.9</u>	<u>\$ 41.2</u>	<u>68.5</u>	<u>\$ (4,336.9)</u>	<u>\$ 3,471.6</u>	<u>\$ 5,246.7</u>	<u>\$ (7.7)</u>	<u>\$ 4,414.9</u>
Net income	—	—	—	—	—	325.0	—	325.0
Exercise and settlement of share-based awards, net of shares withheld for taxes	0.2	0.1	—	(3.6)	16.9	—	—	13.4
Share-based compensation expense	—	—	—	—	41.7	—	—	41.7
Dividends declared	—	—	—	—	—	(82.6)	—	(82.6)
Other comprehensive income	—	—	—	—	—	—	(0.1)	(0.1)
Balance at April 2, 2021	<u>165.1</u>	<u>\$ 41.3</u>	<u>68.5</u>	<u>\$ (4,340.5)</u>	<u>\$ 3,530.2</u>	<u>\$ 5,489.1</u>	<u>\$ (7.8)</u>	<u>\$ 4,712.3</u>

See accompanying Notes to Consolidated Financial Statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. DESCRIPTION OF BUSINESS AND BASIS OF PRESENTATION

Skyworks Solutions, Inc., together with its consolidated subsidiaries (“Skyworks” or the “Company”), is empowering the wireless networking revolution. The Company’s analog semiconductors are connecting people, places, and things, spanning a number of new applications within the aerospace, automotive, broadband, cellular infrastructure, connected home, entertainment and gaming, industrial, medical, military, smartphone, tablet, and wearable markets.

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 1, 2021, filed with the SEC on November 24, 2021, as amended by Amendment No. 1 to such Annual Report on Form 10-K, filed with the SEC on January 28, 2022 (“2021 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 and liabilities, particularly those classified as Level 2 or Level 3 in the fair value hierarchy, marketable securities, inventory, intangible assets associated with business combinations, share-based compensation, revenue reserves, loss contingencies, and income taxes. In addition, judgment is required in determining whether a potential indicator of impairment of long-lived assets 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. Fiscal 2022 consists of 52 weeks and ends on September 30, 2022. Fiscal 2021 consisted of 53 weeks and ended on October 1, 2021. The three and six months ended April 1, 2022, and April 2, 2021, each consisted of 13 weeks and 26 weeks, respectively.

2. REVENUE RECOGNITION

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

	Three Months Ended		Six Months Ended	
	April 1, 2022	April 2, 2021	April 1, 2022	April 2, 2021
United States	\$ 824.0	\$ 635.0	\$ 1,817.9	\$ 1,736.6
China	154.6	285.1	388.9	497.7
South Korea	157.3	66.4	252.3	134.3
Taiwan	114.7	132.6	224.7	220.1
Europe, Middle East, and Africa	65.3	45.4	122.2	79.2
Other Asia-Pacific	19.7	7.3	40.0	13.9
Total net revenue	\$ 1,335.6	\$ 1,171.8	\$ 2,846.0	\$ 2,681.8

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

	Three Months Ended		Six Months Ended	
	April 1, 2022	April 2, 2021	April 1, 2022	April 2, 2021
Distributors	\$ 1,057.5	\$ 1,044.3	\$ 2,371.1	\$ 2,415.2
Direct customers	278.1	127.5	474.9	266.6
Total net revenue	<u>\$ 1,335.6</u>	<u>\$ 1,171.8</u>	<u>\$ 2,846.0</u>	<u>\$ 2,681.8</u>

The Company's revenue from external customers is generated principally from the sale of semiconductor products that facilitate various wireless communication applications. 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	
	April 1, 2022	October 1, 2021	April 1, 2022	October 1, 2021
U.S. Treasury and government	\$ 7.1	\$ 7.6	\$ 3.4	\$ 6.0
Corporate bonds and notes	103.4	117.0	—	—
Municipal bonds	7.9	12.6	—	1.1
Total marketable securities	<u>\$ 118.4</u>	<u>\$ 137.2</u>	<u>\$ 3.4</u>	<u>\$ 7.1</u>

The contractual maturities of noncurrent available-for-sale marketable securities were due within two years or less. Neither gross unrealized gains and losses nor realized gains and losses were material as of April 1, 2022, and October 1, 2021, respectively.

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							
	April 1, 2022				October 1, 2021			
	Total	Fair Value Measurements			Total	Fair Value Measurements		
	Level 1	Level 2	Level 3		Level 1	Level 2	Level 3	
Assets								
Cash and cash equivalents*	\$ 656.4	\$ 634.6	\$ 21.8	\$ —	\$ 882.9	\$ 882.9	\$ —	\$ —
U.S. Treasury and government securities	10.5	—	10.5	—	13.6	2.6	11.0	—
Corporate bonds and notes	103.4	—	103.4	—	117.0	—	117.0	—
Municipal bonds	7.9	—	7.9	—	13.7	—	13.7	—
Total assets at fair value	<u>\$ 778.2</u>	<u>\$ 634.6</u>	<u>\$ 143.6</u>	<u>\$ —</u>	<u>\$ 1,027.2</u>	<u>\$ 885.5</u>	<u>\$ 141.7</u>	<u>\$ —</u>

* Cash equivalents included in Levels 1 and 2 consist of money market funds and corporate bonds and notes, commercial paper, and agency securities purchased with less than ninety days until maturity.

Assets Measured and Recorded at Fair Value on a Nonrecurring Basis

The Company's non-financial assets and liabilities, such as goodwill, intangible assets, and other long-lived assets resulting from business combinations, are measured at fair value using income approach valuation methodologies at the date of acquisition and are subsequently re-measured if there are indicators of impairment. There were no indicators of impairment identified during the three and six months ended April 1, 2022.

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 value of the Term Loan approximates its fair value as the Term Loan is carried at a market observable interest rate that resets periodically.

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

	As of			
	April 1, 2022		October 1, 2021	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
0.90% Senior Notes due 2023	\$ 498.5	\$ 489.8	\$ 498.2	\$ 501.0
1.80% Senior Notes due 2026	496.4	463.1	496.2	507.5
3.00% Senior Notes due 2031	494.2	448.5	494.0	514.6
Total debt	\$ 1,489.1	\$ 1,401.4	\$ 1,488.4	\$ 1,523.1

5. INVENTORY

Inventory consists of the following (in millions):

	As of	
	April 1, 2022	October 1, 2021
Raw materials	\$ 61.5	\$ 62.2
Work-in-process	637.7	595.9
Finished goods	225.1	224.4
Finished goods held on consignment by customers	3.9	2.5
Total inventory	\$ 928.2	\$ 885.0

6. PROPERTY, PLANT, AND EQUIPMENT, NET

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

	As of	
	April 1, 2022	October 1, 2021
Land and improvements	\$ 11.9	\$ 11.9
Buildings and improvements	515.6	470.7
Furniture and fixtures	67.4	60.2
Machinery and equipment	3,190.1	2,990.2
Construction in progress	180.5	177.0
Total property, plant, and equipment, gross	3,965.5	3,710.0
Accumulated depreciation	(2,387.1)	(2,208.4)
Total property, plant, and equipment, net	\$ 1,578.4	\$ 1,501.6

7. GOODWILL AND INTANGIBLE ASSETS

There were no changes to the carrying amount of goodwill during the three and six months ended April 1, 2022.

The Company tests its goodwill 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 of goodwill may be impaired. There were no indicators of impairment noted during the three and six months ended April 1, 2022.

Intangible assets consist of the following (in millions):

	Weighted Average Amortization Period (Years)	As of April 1, 2022			As of October 1, 2021		
		Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Customer relationships and backlog	2.3	154.6	(79.0)	75.6	174.3	(44.0)	130.3
Developed technology and other	4.1	1,154.6	(120.9)	1,033.7	1,036.9	(88.0)	948.9
Technology licenses	2.6	61.4	(32.7)	28.7	48.4	(23.9)	24.5
In-process research and development		427.7	—	427.7	594.9	—	594.9
Total intangible assets		\$ 1,798.3	\$ (232.6)	\$ 1,565.7	\$ 1,854.5	\$ (155.9)	\$ 1,698.6

Fully amortized intangible assets are eliminated from both the gross and accumulated amortization amounts in the first quarter of each fiscal year. During the three and six months ended April 1, 2022, \$167.2 million of in-process research and development (“IPR&D”) assets were transferred to definite-lived intangible assets, and are being amortized over their weighted-average useful lives of 6.6 years. Amortization expense related to definite-lived intangible assets was \$65.9 million and \$145.9 million for the three and six months ended April 1, 2022, respectively. Amortization expense related to definite-lived intangible assets was \$9.5 million and \$17.5 million for the three and six months ended April 2, 2021, respectively.

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 2022	2023	2024	2025	2026	Thereafter
Amortization expense	\$ 130.7	\$ 198.2	\$ 150.7	\$ 133.4	\$ 119.8	\$ 405.2

8. INCOME TAXES

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

	Three Months Ended		Six Months Ended	
	April 1, 2022	April 2, 2021	April 1, 2022	April 2, 2021
United States income taxes	34.3	36.4	52.7	77.4
Foreign income taxes	14.0	14.1	31.9	34.6
Provision for income taxes	\$ 48.3	\$ 50.5	\$ 84.6	\$ 112.0
Effective tax rate	13.7 %	13.4 %	10.7 %	11.8 %

The difference between the Company’s effective tax rate and the 21.0% United States federal statutory rate for the three and six months ended April 1, 2022, and April 2, 2021, respectively, resulted primarily from foreign earnings taxed at rates lower than the federal statutory rate, a benefit from foreign-derived intangible income deduction (“FDII”), windfall tax deductions, and research and experimentation and foreign tax credits earned, partially offset by a tax on global intangible low-taxed income (“GILTI”), and tax expense related to a change in the reserve for uncertain tax positions.

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

Guarantees and Indemnities

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

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

10. STOCKHOLDERS' EQUITY

Stock Repurchase

On January 26, 2021, the Board of Directors approved a 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 prior to January 26, 2023, on the open market or in privately negotiated transactions, as permitted by securities laws and other legal requirements. This authorized stock repurchase program replaced in its entirety the January 30, 2019, stock repurchase program. The timing and amount of any shares of the Company's common stock that are repurchased under the repurchase program are determined by the Company's management based on its evaluation of market conditions and other factors.

During the three months ended April 1, 2022, the Company paid \$418.0 million (including commissions) in connection with the repurchase of 3.0 million shares of its common stock (paying an average price of \$138.46 per share). During the six months ended April 1, 2022, the Company paid \$687.4 million (including commissions) in connection with the repurchase of 4.7 million shares of its common stock (paying an average price of \$146.03 per share), all of which shares were repurchased pursuant to the January 26, 2021, stock repurchase program. As of April 1, 2022, \$1.3 billion remained available under the January 26, 2021, stock repurchase program.

During the three months ended April 2, 2021, the Company did not repurchase any shares of its common stock. During the six months ended April 2, 2021, the Company paid \$195.6 million (including commissions) in connection with the repurchase of 1.4 million shares of its common stock (paying an average price of \$138.85 per share), all of which shares were repurchased pursuant to the January 30, 2019, stock repurchase program.

Dividends

On May 3, 2022, the Company announced that the Board of Directors had declared a cash dividend on the Company's common stock of \$0.56 per share. This dividend is payable on June 14, 2022, to the Company's stockholders of record as of the close of business on May 24, 2022.

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

	2022		2021	
	Per Share	Total Amount	Per Share	Total Amount
First quarter	\$ 0.56	\$ 92.5	\$ 0.50	\$ 83.0
Second quarter	0.56	91.2	0.50	82.6
Total dividends	\$ 1.12	\$ 183.7	\$ 1.00	\$ 165.6

Share-based Compensation

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

	Three Months Ended		Six Months Ended	
	April 1, 2022	April 2, 2021	April 1, 2022	April 2, 2021
Cost of goods sold	\$ 6.3	\$ 12.7	\$ 14.9	\$ 19.1
Research and development	27.3	24.0	50.2	44.3
Selling, general, and administrative	22.1	19.7	41.0	37.4
Total share-based compensation	\$ 55.7	\$ 56.4	\$ 106.1	\$ 100.8

11. EARNINGS PER SHARE

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

	Three Months Ended		Six Months Ended	
	April 1, 2022	April 2, 2021	April 1, 2022	April 2, 2021
Net income	\$ 305.8	\$ 325.0	\$ 705.7	\$ 834.3
Weighted average shares outstanding – basic	163.7	165.0	164.4	165.2
Dilutive effect of equity-based awards	0.7	1.8	1.0	1.7
Weighted average shares outstanding – diluted	164.4	166.8	165.4	166.9
Net income per share – basic	\$ 1.87	\$ 1.97	\$ 4.29	\$ 5.05
Net income per share – diluted	\$ 1.86	\$ 1.95	\$ 4.27	\$ 5.00
Anti-dilutive common stock equivalents	0.9	—	0.6	—

Basic earnings per share are calculated by dividing net income by the weighted average number of shares of the Company's common stock outstanding during the period. The calculation of diluted earnings per share includes the dilutive effect of equity-based awards that were outstanding during the three and six months ended April 1, 2022, and April 2, 2021, 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 liabilities consist of the following (in millions):

	As of	
	April 1, 2022	October 1, 2021
Accrued taxes	\$ 64.3	\$ 88.6
Short-term operating lease liabilities	19.2	33.0
Accrued customer liabilities	151.2	119.7
Other	43.7	45.9
Total other current liabilities	<u>\$ 278.4</u>	<u>\$ 287.2</u>

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 (the "Securities Act"), 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. Words such as "anticipates," "believes," "continue," "could," "estimates," "expects," "intends," "may," "plans," "potential," "predicts," "seek," "should," "will," "would," and similar expressions or variations or negatives of such words are intended to identify forward-looking statements but are not the exclusive means of identifying forward-looking statements in this report. Additionally, statements concerning future matters such as the possible impacts of geopolitical conflicts, inflation, and the COVID-19 pandemic, 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 by us. Consequently, forward-looking statements involve inherent risks and uncertainties, and actual 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 results to differ materially and adversely from those in the forward-looking statements. We urge you to consider the risks and uncertainties discussed in this Quarterly Report on Form 10-Q and the 2021 10-K, under the heading "Risk Factors" and in the other documents we have filed 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.

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

Impact of COVID-19

The COVID-19 pandemic and the resulting economic downturn are affecting business conditions in our industry. The duration, severity, and future impact of the pandemic, including as a result of more contagious variants of the virus that causes COVID-19, continue to be highly uncertain and could still result in significant disruptions to our business operations, as well as negative impacts to our financial condition. Like many companies in the semiconductor industry, we are experiencing various supply constraints due to the pandemic. While we are working with our global supply chain partners to mitigate this risk, the duration and extent of the supply chain disruptions remain uncertain.

RESULTS OF OPERATIONS**Three and Six Months Ended April 1, 2022, and April 2, 2021**

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

	Three Months Ended		Six Months Ended	
	April 1, 2022	April 2, 2021	April 1, 2022	April 2, 2021
Net revenue	100.0 %	100.0 %	100.0 %	100.0 %
Cost of goods sold	52.3	50.6	52.5	50.0
Gross profit	47.7	49.4	47.5	50.0
Operating expenses:				
Research and development	12.0	11.2	11.0	9.4
Selling, general, and administrative	6.2	6.0	5.8	5.1
Amortization of intangibles	1.6	0.2	1.9	0.2
Restructuring, impairment, and other charges	0.4	—	0.2	—
Total operating expenses	20.2	17.4	18.9	14.7
Operating income	27.5	32.0	28.6	35.3
Interest expense	(0.9)	—	(0.8)	—
Other income (expense), net	(0.1)	—	—	—
Income before income taxes	26.5	32.0	27.8	35.3
Provision for income taxes	3.6	4.3	3.0	4.2
Net income	22.9 %	27.7 %	24.8 %	31.1 %

OVERVIEW

We, together with our consolidated subsidiaries, are empowering the wireless networking revolution. Our highly innovative analog semiconductors are connecting people, places, and things spanning a number of new and previously unimagined applications within the aerospace, automotive, broadband, cellular infrastructure, connected home, entertainment and gaming, industrial, medical, military, smartphone, tablet, and wearable markets.

General

During the three months ended April 1, 2022, the following key factors contributed to our overall results of operations, financial position, and cash flows:

- Net revenue increased to \$1,335.6 million for the three months ended April 1, 2022, as compared to \$1,171.8 million for the corresponding period in fiscal 2021, driven primarily by our prior year fourth quarter acquisition to support high-growth market segments, including electric and hybrid vehicles, industrial and motor control, power supply, 5G wireless infrastructure, optical data communication and data center, automotive, and smart home. The increase in net revenue was also driven in part by an increase in demand for next-generation wireless connectivity products, including 5G and advanced Wi-Fi solutions, from major OEMs and the associated increases in average content per device for these products, partially offset by a decrease in demand for our mobile products from smartphone customers in China.
- Our ending cash, cash equivalents, and marketable securities balance decreased to \$778.2 million. The decrease in cash, cash equivalents, and marketable securities during the three months ended April 1, 2022, was primarily due to the repurchase of 3.0 million shares of common stock for \$418.0 million, capital expenditures of \$126.7 million, and dividend payments of \$91.2 million, partially offset by cash generated from operations of \$392.9 million.

Net Revenue

	Three Months Ended			Six Months Ended		
	April 1, 2022	Change	April 2, 2021	April 1, 2022	Change	April 2, 2021
(dollars in millions)						
Net revenue	\$ 1,335.6	14.0%	\$ 1,171.8	\$ 2,846.0	6.1%	\$ 2,681.8

We market and sell our products directly to OEMs of communications and electronics products, third-party original design manufacturers and contract manufacturers, and indirectly through electronic components distributors. 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 increased holiday sales, whereas our second and third fiscal quarters are typically lower and in line with seasonal industry trends.

The increase in net revenue for the three and six months ended April 1, 2022, as compared with the corresponding periods in fiscal 2021, was driven primarily by our prior year fourth quarter acquisition to support high-growth market segments, including electric and hybrid vehicles, industrial and motor control, power supply, 5G wireless infrastructure, optical data communication and data center, automotive, and smart home. The increase in net revenue was also driven in part by an increase in demand for next-generation wireless connectivity products, including 5G and advanced Wi-Fi solutions, from major OEMs and the associated increases in average content per device for these products, partially offset by a decrease in demand for our mobile products from smartphone customers in China.

Gross Profit

	Three Months Ended			Six Months Ended		
	April 1, 2022	Change	April 2, 2021	April 1, 2022	Change	April 2, 2021
(dollars in millions)						
Gross profit	\$ 637.6	10.2%	\$ 578.4	\$ 1,352.4	0.9%	\$ 1,340.1
% of net revenue	47.7 %		49.4 %	47.5 %		50.0 %

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, and amortization of acquisition intangibles, including inventory step-up expense) associated with product manufacturing. 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 increase in gross profit for the three and six months ended April 1, 2022, as compared with the corresponding periods in fiscal 2021, was primarily the result of a favorable product mix including volume increases for new product introductions with a gross profit impact of \$110.9 million and \$220.7 million, respectively, partially offset by lower comparable unit volumes and an increase in amortization of acquisition intangibles, including inventory step-up, due to additional intangible assets acquired during the fourth quarter of fiscal 2021.

Research and Development

	Three Months Ended			Six Months Ended		
	April 1, 2022	Change	April 2, 2021	April 1, 2022	Change	April 2, 2021
(dollars in millions)						
Research and development	\$ 160.7	23.0 %	\$ 130.7	\$ 311.9	23.6 %	\$ 252.3
% of net revenue	12.0 %		11.2 %	11.0 %		9.4 %

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

The increase in research and development expenses for the three and six months ended April 1, 2022, as compared with the corresponding periods in fiscal 2021, was primarily related to headcount-related expenses, including share-based compensation, as a result of our increased investment in developing new technologies and products. The increase in headcount was partially due to our acquisition in the fourth quarter of fiscal 2021.

Selling, General, and Administrative

	Three Months Ended			Six Months Ended		
	April 1, 2022	Change	April 2, 2021	April 1, 2022	Change	April 2, 2021
(dollars in millions)						
Selling, general, and administrative	\$ 83.0	18.1 %	\$ 70.2	\$ 165.1	20.6 %	\$ 136.9
% of net revenue	6.2 %		6.0 %	5.8 %		5.1 %

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

The increase in selling, general, and administrative expenses for the three and six months ended April 1, 2022, as compared with the corresponding periods in fiscal 2021, was primarily related to increases in headcount-related expenses, including share-based compensation. The increase in headcount was primarily due to our acquisition in the fourth quarter of fiscal 2021.

Amortization of Intangibles

	Three Months Ended			Six Months Ended		
	April 1, 2022	Change	April 2, 2021	April 1, 2022	Change	April 2, 2021
(dollars in millions)						
Amortization of intangibles	\$ 21.9	682.7 %	\$ 2.8	\$ 55.2	903.6 %	\$ 5.5
% of net revenue	1.6 %		0.2 %	1.9 %		0.2 %

The increase in amortization expense for the three and six months ended April 1, 2022, as compared with the corresponding periods in fiscal 2021, was primarily due to the intangible assets acquired during the fourth quarter of fiscal 2021.

Interest Expense

	Three Months Ended			Six Months Ended		
	April 1, 2022	Change	April 2, 2021	April 1, 2022	Change	April 2, 2021
(dollars in millions)						
Interest expense	\$ (11.4)	100.0 %	\$ —	\$ (22.3)	100.0 %	\$ —
% of net revenue	(0.9)%		— %	(0.8)%		— %

The increase in interest expense for the three and six months ended April 1, 2022, as compared with the corresponding periods in fiscal 2021, was due to the issuance of the Notes (as defined below) in May 2021 and the borrowing of the Term Loans (as defined below) in July 2021.

Provision for Income Taxes

	Three Months Ended			Six Months Ended		
	April 1, 2022	Change	April 2, 2021	April 1, 2022	Change	April 2, 2021
(dollars in millions)						
Provision for income taxes	\$ 48.3	(4.4)%	\$ 50.5	\$ 84.6	(24.5)%	\$ 112.0
% of net revenue	3.6 %		4.3 %	3.0 %		4.2 %

We recorded a provision for income taxes of \$48.3 million (which consisted of \$34.3 million and \$14.0 million related to United States and foreign income taxes, respectively) and \$84.6 million (which consisted of \$52.7 million and \$31.9 million related to United States and foreign income taxes, respectively) for the three and six months ended April 1, 2022, respectively.

The decrease in income tax expense for the three and six months ended April 1, 2022, as compared with the corresponding periods in fiscal 2021, was primarily due to a decrease in income from operations and an increase in windfall tax deductions.

LIQUIDITY AND CAPITAL RESOURCES

(in millions)	Six Months Ended	
	April 1, 2022	April 2, 2021
Cash and cash equivalents at beginning of period	\$ 882.9	\$ 566.7
Net cash provided by operating activities	974.5	1,100.8
Net cash used in investing activities	(214.4)	(214.9)
Net cash used in financing activities	(986.6)	(392.7)
Cash and cash equivalents at end of period	<u>\$ 656.4</u>	<u>\$ 1,059.9</u>

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 \$126.3 million decrease in cash provided by operating activities during the six months ended April 1, 2022, as compared with the corresponding period in fiscal 2021, was primarily related to unfavorable changes in working capital of \$186.6 million, due primarily to changes in inventory and increases in cash deposits with suppliers and customers.

Cash used in investing activities:

Cash used in investing activities consists primarily of capital expenditures and cash paid related to the purchase of marketable securities, offset by cash received related to the sale or maturity of marketable securities. The \$0.5 million decrease in cash used in investing activities during the six months ended April 1, 2022, as compared with the corresponding period in fiscal 2021, was primarily related to a \$37.3 million decrease in cash used for capital expenditures, partially offset by a \$28.7 million decrease in the net sales of marketable securities.

Cash used in financing activities:

Cash used in financing activities consists primarily of proceeds and payments related to our long-term borrowings and cash transactions related to equity. The \$593.9 million increase in cash used in financing activities during the six months ended April 1, 2022, as compared with the corresponding period in fiscal 2021, was primarily related to an increase of \$491.8 million in stock repurchase activity, a \$50.0 million repayment of Term Loans, an increase of \$32.3 million related to the minimum statutory payroll tax withholdings upon vesting of employee performance and restricted stock awards, and an increase of \$18.1 million in dividend payments.

Liquidity:

Cash, cash equivalents, and marketable securities totaled \$778.2 million as of April 1, 2022, representing a decrease of \$249.0 million from October 1, 2021. The decrease during the six months ended April 1, 2022, resulted primarily from the repurchase of 4.7 million shares of common stock for \$687.4 million, capital expenditures of \$222.5 million, and dividend payments of \$183.7 million, partially offset by cash generated from operations of \$974.5 million.

We have outstanding \$500.0 million of Notes Due 2023, \$500.0 million of Notes Due 2026, and \$500.0 million of Notes Due 2031 (the "Notes"). We have a term credit agreement (the "Term Credit Agreement") providing for a \$1.0 billion term loan facility (the "Term Loan Facility"). On July 26, 2021, the Company borrowed \$1.0 billion in aggregate principal amount of term loans (the "Term Loans") under the Term Loan Facility to finance a portion of the purchase price for the Infrastructure and Automotive business of Silicon Laboratories Inc. and to pay fees and expenses incurred in connection therewith. During the six months ended April 1, 2022, we repaid \$50.0 million of outstanding borrowings under the Term Loans. As of April 1, 2022, there were \$700.0 million of borrowings outstanding under the Term Credit Agreement. We have a Revolving Credit Agreement (the "Revolving Credit Agreement") under which we may borrow up to \$750.0 million for general corporate purposes and working capital needs of the Company and its subsidiaries. As of April 1, 2022, there were no borrowings outstanding under the revolving credit facility (the "Revolver"). The Revolving Credit Agreement expires July 26, 2026.

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

resources. If we are unable to obtain sufficient cash or capital to meet our needs on a timely basis and on favorable terms, our business and operations could be materially and adversely affected.

Our invested cash balances primarily consist of highly liquid marketable securities that are available to meet near-term cash requirements including: term deposits, certificates of deposit, money market funds, U.S. Treasury securities, agency securities, corporate debt securities, and commercial paper.

Our contractual obligations disclosure in the 2021 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 Term Credit Facility, which has variable interest rates, and our investment portfolio. As of April 1, 2022, there were \$700.0 million of borrowings outstanding under the Term Credit Agreement and a potential change in the associated interest rates would be immaterial to the results of our operations. Our investment portfolio consists of cash and cash equivalents (money market funds and marketable securities purchased with less than ninety days until maturity) that total approximately \$656.4 million, and marketable securities (U.S. Treasury and government securities, corporate bonds and notes, and municipal bonds) that total approximately \$118.4 million and \$3.4 million within short-term and long-term marketable securities, respectively, as of April 1, 2022.

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 consist of short-term and long-term maturity periods between 90 days and two years. Credit risk associated with our investments is not material because our investments are diversified across several types of securities with high credit ratings, which reduces the amount of credit exposure to any one investment.

Based on our results of operations for the three and six months ended April 1, 2022, a hypothetical reduction in the interest rates on our cash, cash equivalents, and other investments to zero would result in an immaterial reduction of interest income with a de minimis impact on income before taxes.

Given the low interest rate environment, the objectives of our investment activities, and the relatively low interest income generated from our cash, cash equivalents, and other investments, we do not believe that investment or interest rate risks currently pose material exposures to our business or results of operations.

Foreign Exchange Rate Risk

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

We may enter into foreign currency forward and options contracts with financial institutions to protect against foreign exchange risks associated with certain existing assets and liabilities, certain firmly committed transactions, forecasted future cash flows, and net investments in foreign subsidiaries. However, we may choose not to hedge certain foreign exchange exposures for a variety of reasons, including, but not limited to, accounting considerations and the prohibitive economic cost of hedging particular exposures. For the three and six months ended April 1, 2022, we had no 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 April 1, 2022. 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 April 1, 2022, our chief executive officer and chief financial officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control Over Financial Reporting

There are no changes to our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) that occurred during the second quarter of fiscal 2022 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 2021 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 April 1, 2022:

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)
01/01/22 - 01/28/22	500,000	\$156.10	500,000	\$1.7 billion
01/29/22 - 02/25/22	1,895,428 (2)	\$137.12	1,887,996	\$1.4 billion
02/26/22 - 04/01/22	649,644 (3)	\$128.63	631,142	\$1.3 billion
Total	<u>3,045,072</u>		<u>3,019,138</u>	

(1) The stock repurchase program approved by the Board of Directors on January 26, 2021, authorizes 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 as permitted by securities laws and other legal requirements, and is scheduled to expire on January 26, 2023.

(2) 1,887,996 shares were repurchased at an average price of \$137.11 per share as part of our stock repurchase program, and 7,432 shares were repurchased by us at the fair market value of the common stock as of the applicable purchase date, in connection with the satisfaction of tax withholding obligations under equity award agreements with an average price of \$139.59 per share.

(3) 631,142 shares were repurchased at an average price of \$128.50 per share as part of our stock repurchase program, and 18,502 shares were repurchased by us at the fair market value of the common stock as of the applicable purchase date, in connection with the satisfaction of tax withholding obligations under equity award agreements with an average price of \$133.05 per share.

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>
10.1*	Skyworks Solutions, Inc. Amended and Restated 2008 Director Long-Term Incentive Plan, as Amended				X
10.2*	Skyworks Solutions, Inc. Cash Compensation Plan for Directors				X
10.3*	Change in Control / Severance Agreement, dated November 9, 2016, between the Company and Reza Kasnavi				X
31.1	Certification of the Company's Chief Executive Officer pursuant to Securities Exchange Act of 1934, as amended, Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				X
31.2	Certification of the Company's Chief Financial Officer pursuant to Securities Exchange Act of 1934, as amended, Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				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)				

* Indicates a management contract or compensatory plan or arrangement.

SIGNATURES

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

SKYWORKS SOLUTIONS, INC.

Date: May 3, 2022

By: /s/ Liam K. Griffin
Liam K. Griffin
Chairman, Chief Executive Officer and President
(Principal Executive Officer)

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

SKYWORKS SOLUTIONS, INC.

AMENDED AND RESTATED 2008 DIRECTOR LONG-TERM INCENTIVE PLAN, AS AMENDED

1. Purpose

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

2. Eligibility

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

3. Administration and Delegation

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

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

4. Stock Available for Awards

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

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

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

available for the grant of Awards under the Plan. Shares issued under the Plan may consist in whole or in part of authorized but unissued shares or treasury shares.

5. Stock Options

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

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

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

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

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

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

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

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

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

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

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

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

6. *Restricted Stock; Restricted Stock Units*

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

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

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

7. *Other Stock-Unit Awards*

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

8. *Automatic Awards*

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

(b) *Annual Award.* Each year, beginning on the date of the Company’s 2016 annual meeting of stockholders, each Participant who served as a Director of the Company prior to the date of the annual meeting of the Company’s stockholders for such year, or special meeting in lieu of the annual meeting of stockholders at which

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

(c) *Vesting*

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

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

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

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

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

(b) *Reorganization Events.*

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

(2) *Consequences of a Reorganization Event on Awards Other than Restricted Stock Awards.* In connection with a Reorganization Event, the Board shall take any one or more of the following actions as to all or any outstanding Awards on such terms as the Board determines: (i) provide that Awards shall be assumed, or substantially equivalent Awards shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof), (ii) upon written notice to a Participant, provide that the Participant's unexercised Options or other unexercised Awards shall become exercisable in full and will terminate

immediately prior to the consummation of such Reorganization Event unless exercised by the Participant within a specified period following the date of such notice, (iii) provide that outstanding Awards shall become realizable or deliverable, or restrictions applicable to an Award shall lapse, in whole or in part prior to or upon such Reorganization Event, (iv) in the event of a Reorganization Event under the terms of which holders of Common Stock will receive upon consummation thereof a cash payment for each share surrendered in the Reorganization Event (the "Acquisition Price"), make or provide for a cash payment to a Participant equal to (A) the Acquisition Price times the number of shares of Common Stock subject to the Participant's Options or other Awards (to the extent the exercise price does not exceed the Acquisition Price) minus (B) the aggregate exercise price of all such outstanding Options or other Awards, in exchange for the termination of such Options or other Awards, (v) provide that, in connection with a liquidation or dissolution of the Company, Awards shall convert into the right to receive liquidation proceeds (if applicable, net of the exercise price thereof) and (vi) any combination of the foregoing.

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

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

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

(c) *Change in Control Events.*

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

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

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

10. *General Provisions Applicable to Awards*

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

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

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

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

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

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

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

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

11. Miscellaneous

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

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

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

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

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

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

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

Skyworks Solutions, Inc.

Cash Compensation Plan for Directors

Directors who are not employees of Skyworks Solutions, Inc. (the “Company”), are paid an annual retainer of \$80,000. Additional annual retainers are paid to any non-employee Chairman of the Board (\$130,000); the Lead Independent Director, if one has been appointed (\$50,000); the Chairman of the Audit Committee (\$30,000); the Chairman of the Compensation Committee (\$20,000); and the Chairman of the Nominating and Governance Committee (\$15,000). Additional annual retainers are also paid to directors who serve on committees in roles other than as Chairman as follows: Audit Committee (\$15,000); Compensation Committee (\$10,000); and Nominating and Corporate Governance Committee (\$7,500). All retainers are paid in quarterly installments. In addition, the Compensation Committee retains discretion to recommend to the full Board of Directors that additional cash payments be made to a non-employee director(s) for extraordinary service during a fiscal year.



November 9, 2016

Reza Kasnavi

Re: Change in Control / Severance Agreement

Dear Reza:

This letter agreement (the "Agreement") sets out the severance arrangements concerning your employment with Skyworks Solutions, Inc. ("Skyworks").

1. Termination of Employment Related to Change in Control

1.1. If: (a) a Change in Control occurs during the Initial Term or the Additional Term (as defined in Section 9) and (b) your employment with Skyworks is terminated by Skyworks without Cause or you terminate your employment with Skyworks 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, then you will receive the benefits provided in Section 1.2 and Section 2 below.

1.2. Subject to the provisions of Sections 3.3, 8 and 12, (a) as soon as practicable (but not more than sixty (60) days) after the date of any termination of your employment described in Section 1.1 (or such later date as may be required by this Section 1.2 or by Section 12.2), Skyworks shall pay you a lump sum equal to one and one-half (1.5) times the sum of (i) your rate of annual base salary in effect immediately prior to the Change in Control, and (ii) the greater of (A) the average of the annual short-term cash incentive payments you received for each of the three years prior to the year in which the Change in Control occurs, or (B) your target annual short-term cash incentive opportunity for the year in which the Change in Control occurs; (b) on the date of any termination described in Section 1.1, all of your then-outstanding Skyworks stock options shall remain exercisable for a period of eighteen (18) months after the termination date (or, if earlier, until the last day of the full option term), subject to their other terms and conditions; and (c) Skyworks shall make contributions to the cost of COBRA (Consolidated Omnibus Budget Reconciliation Act) coverage on your behalf (and on behalf of any applicable dependents) for a period of eighteen (18) months after your termination if you elect COBRA coverage, and only for so long as such coverage continues in force; provided, however, that if you commence new employment and are eligible for a new group health plan, Skyworks' contributions toward COBRA coverage shall end when the new employment begins. The contribution to the cost of COBRA coverage shall be equal to the amount Skyworks contributes for Skyworks-provided health and dental insurance coverage in effect immediately before your termination of your employment for an active employee with the same coverage elections. Notwithstanding the foregoing, if for any reason such benefits cannot be provided through Skyworks' group or other plans, Skyworks shall reimburse you for your reasonable cost of obtaining equivalent benefits, such reimbursements to be made on the same schedule as the COBRA contributions otherwise would have been paid. Notwithstanding anything in this agreement to the contrary, in the event that your employment is terminated prior to the Change in Control, no payments shall be made under this Section 1.2 until after the effective date of the Change in Control.

2. Effect of Change in Control on Equity Awards

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

- (a) the effective date of the Change in Control, in the event that you experience a termination of employment described in Section 1.1 that is within the period of time commencing three (3) months prior to the Change in Control and ending on the effective date of the Change in Control; or
- (b) the effective date of your termination of employment, in the event that you experience a termination of employment described in Section 1.1 that is within the period of time commencing on the effective date of the Change in Control and ending twelve (12) months following the Change in Control.

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

- (a) remain outstanding for the period of three months following your termination of employment with any vesting of such award being suspended until it is determined whether there is a Change in Control during the three (3) month period following your termination of employment;
- (b) if a Change in Control occurs within the three (3) month period following your termination of employment, be treated as if you had remained employed by Skyworks through the effective date of the Change in Control and notwithstanding any vesting schedule, forfeiture provisions, or anything else to the contrary in the respective award agreement or plan document governing such award, subject to the same terms and conditions as in effect immediately prior to your termination of employment and subject to any applicable provisions of this Section 2; and
- (c) if no Change in Control occurs within the three (3) month period following your termination of employment, terminate and be of no further force or effect except as otherwise provided in this Agreement.

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

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

be earned as to the “Target” level of shares covered by such performance metric(s). For the avoidance of doubt, any deemed satisfaction of performance goals as described in this Section 2.3(a) shall occur prior to the assumption, substitution, or accelerated vesting of such award as provided in this Section 2.3 or in Section 2.4.

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

(c) In the event that the successor or surviving company in the Change in Control agrees to assume, or substitute for, an outstanding equity award (or in which Skyworks is the ultimate parent corporation and agrees to continue the equity award) on substantially similar terms with substantially equivalent economic benefits (which benefits shall include, for the avoidance of doubt, the liquidity of the securities underlying the assumed or substituted award following the Change in Control) as exist for such award immediately prior to the Change in Control (but after giving effect to any deemed satisfaction of performance goals as described in Section 2.3(a)), as determined in the sole discretion of the Compensation Committee, then for the avoidance of doubt, such equity award shall continue to be subject to the same time-based vesting schedule to which the award was subject immediately prior to the Change in Control.

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

2.5. Subject to Section 12.4, any shares that are issued pursuant to Section 2.3(b) or Section 2.4 shall be issued to you on, or as soon as practicable (but not more than sixty (60) days) after, the Equity Acceleration Date (or such later date as may be required by Section 12.2).

3. Termination of Employment by Skyworks without Cause

3.1. If, during the Initial Term or the Additional Term (as defined in Section 9), your employment with Skyworks is terminated by Skyworks without Cause, then you will receive the benefits specified in Section 3.2 below. If your employment is terminated by Skyworks for Cause or by you for any reason, you will not be entitled to receive the benefits specified in Section 3.2 below.

3.2. Subject to the provisions of Sections 3.3, 8 and 12, (a) in the event of any termination of your employment described in Section 3.1, Skyworks shall provide to you biweekly compensation continuation payments commencing as soon as practicable (but not more than sixty (60) days) after the date of such termination (or such later date as may be required by Section 12.2) and continuing for a period of twelve (12) months following the termination of your employment, with each such compensation continuation payment being equal to the quotient of (i) divided by (ii), where (i) equals the sum of (A) your then-current annual base salary, and (B) any short-term cash incentive payment then due, and (ii) equals 26 (which, for the avoidance of doubt, shall be the number of biweekly compensation continuation payments); (b) all of your then-vested outstanding Skyworks stock options shall remain exercisable for a period of twelve (12) months after the date of your employment termination (or, if earlier, until the last day of the full option term), subject to their terms and conditions, and (c) Skyworks shall make contributions to the cost of COBRA (Consolidated Omnibus Budget Reconciliation Act) coverage on your behalf (and on behalf of any applicable dependents) for a period of twelve (12) months after your termination if you elect COBRA coverage, and only for so long as such coverage continues in force; provided, however, that if you commence new employment and are eligible for a new group health plan, Skyworks' contributions toward COBRA coverage shall end when the new employment begins. The contribution to the cost of COBRA coverage shall be equal to the amount Skyworks contributes for Skyworks-provided health and dental insurance coverage in effect immediately before your termination of your employment for an active employee with the same coverage elections. Notwithstanding the foregoing, if for any reason such benefits cannot be provided through Skyworks' group or other plans, Skyworks shall reimburse you for your reasonable cost of obtaining equivalent benefits, such reimbursements to be made on the same schedule as the COBRA contributions otherwise would have been paid.

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

4. Termination of Employment Due to Death or Disability

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

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

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

4.4. Subject to Section 12.4, any shares that are issued pursuant to Section 4.1 shall be issued to you (or to your estate, if applicable) as soon as practicable (but not more than sixty (60) days) after the date of your termination (or such later date as may be required by Section 12.2). Subject to Section 12.4, any shares that are issued pursuant to Section 4.3 shall be issued to you (or to your estate, if applicable) as soon as practicable (but not more than sixty (60) days) after the measurement date.

5. Other Terminations of Employment

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

6. Limitation on Benefits

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

6.2. A determination as to whether the Benefits shall be reduced to the Limited Benefit Amount pursuant to this Section 6 and the amount of such Limited Benefit Amount shall be made by Skyworks' independent public accountants or another certified public accounting firm, executive compensation consulting firm or law firm of national reputation designated by Skyworks (the "Firm") at Skyworks' expense. The Firm shall provide its determination (the "Determination"), together with detailed supporting calculations and documentation to you and to Skyworks within ten (10) business days of the date on which your right to the Benefits is triggered (if requested at that time by you or by Skyworks) or such other time as reasonably requested by you or by Skyworks. Unless you provide written notice to Skyworks within ten (10) business days of the delivery to you of the Determination that you dispute such

Determination, the Determination shall be binding, final and conclusive upon you and Skyworks. If the Firm determines that no Excise Tax is payable by you with respect to any Benefits, it shall furnish to you and to Skyworks, in writing, a summary of the assumptions and calculations made by the Firm to support its conclusion that no Excise Tax will be imposed with respect to any such Benefits.

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

7. Non-Solicitation

7.1. You agree that while employed by Skyworks and for one (1) year thereafter, you will not, either directly or through others, raid, solicit, or attempt to solicit any employee of Skyworks or any subsidiary or affiliate of Skyworks (collectively, the "Company") to terminate his or her relationship with the Company in order to become an employee to or for any person or entity. You further agree that you will not disrupt or interfere or attempt to disrupt or interfere with the Company's relationships with such employees. You also agree that in addition to any damages that may be recovered, the prevailing party in any legal action to enforce this non-solicitation agreement shall be entitled to recover its costs and attorneys' fees from the other party.

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

8. Release of Claims

Skyworks shall have no obligation to make any payments or provide any benefits pursuant to Sections 1, 2, or 3, as applicable, unless (a) you agree to sign and deliver to the General Counsel of Skyworks a release of claims in substantially the form attached hereto as Exhibit A (the "Release") and (b) the Release has become non-revocable by the sixtieth (60th) day following the date of termination of your employment.

9. Term

This Agreement shall become effective on the date executed by the parties hereto (the "Effective Date"), and shall remain effective for an initial term of two (2) years from the Effective Date (the "Initial Term"); provided however, that if your employment terminates within the Initial Term, this Agreement shall remain in effect until all of your and Skyworks' obligations hereunder have been fully satisfied. Following the Initial Term, this Agreement shall renew automatically on the anniversary of the Effective Date for up to five (5) additional one (1) year periods (each an "Additional Term") unless, at least ninety (90) days prior to the end of the then-current term of the Agreement, either party provides written notice to the other party that the Agreement should not be extended; if your employment terminates during any Additional Term, this Agreement shall remain in effect until all of your and Skyworks' obligations hereunder have been fully satisfied. Notwithstanding anything to the contrary herein, your obligations pursuant to Section 7 shall survive any termination of this Agreement and extend throughout the non-solicitation period.

10. Entire Agreement

10.1. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter contained herein, and replaces and supersedes, as of the Effective Date, all prior agreements relating to such subject matter. For the avoidance of doubt, you shall not be eligible to receive severance or similar payments under any severance plan, program or policy maintained by Skyworks.

10.2. You acknowledge and agree that you will be subject to the provisions of the compensation clawback policy that Skyworks implements to comply with applicable law upon the SEC's adoption of final rules related to compensation clawback policies as required by the Dodd-Frank Wall Street Reform and Consumer Protection Act.

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

10.4. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary (including but not limited to Section 2, Section 4, and this Section 10), any and all equity awards held by you that were granted under Skyworks' Amended and Restated 2005 Long-Term Incentive Plan (the "2005 LTIP," and your equity awards granted thereunder, the "2005 LTIP Awards") and that remain outstanding on the Effective Date shall continue, following the Effective Date, to be governed by the terms of the 2005 LTIP and the award agreements governing your 2005 LTIP Awards; provided, however, that for purposes of your 2005 LTIP Awards, a "Change in Control Event" shall be deemed to have occurred in the event of a Change in Control as defined in this Agreement.

11. **Definitions**

11.1 "Cause" means:

- (a) your deliberate dishonesty that is significantly detrimental to the best interests of Skyworks or any subsidiary or affiliate;
- (b) conduct on your part constituting an act of moral turpitude;
- (c) your willful disloyalty to Skyworks or refusal or failure to obey the directions of the Board of Directors of Skyworks (the "Board"); or
- (d) your incompetent performance or substantial or continuing inattention to or neglect of duties assigned to you.

Any determination of Cause must be made by the full Board at a meeting duly called.

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

- (a) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership of any capital stock of Skyworks if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 40% or more of either (x) the then-outstanding shares of common stock of Skyworks (the "Outstanding Company Common Stock") or (y) the combined voting power of the then-outstanding securities of Skyworks entitled to vote generally in the election of directors (the

“Outstanding Company Voting Securities”); provided, however, that for purposes of this subsection (a), the following acquisitions shall not constitute a Change in Control: (i) any acquisition directly from Skyworks (excluding an acquisition pursuant to the exercise, conversion or exchange of any security exercisable for, convertible into or exchangeable for common stock or voting securities of Skyworks, unless the Person exercising, converting or exchanging such security acquired such security directly from Skyworks or an underwriter or agent of Skyworks), (ii) any acquisition by Skyworks, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by Skyworks or any corporation controlled by Skyworks, or (iv) any acquisition by any corporation pursuant to a transaction which complies with clauses (i) and (ii) of subsection (c) of this Section 11.2; or

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

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

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

Notwithstanding anything herein to the contrary, to the extent that any payment or benefit hereunder constitutes nonqualified deferred compensation within the meaning of Section 409A (as defined below), then, with respect to such payment or benefit, any event constituting a Change in Control above must also

constitute a “change in control event” within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(i).

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

- (a) a material diminution of your base compensation;
- (b) a material diminution in your authority, duties or responsibilities;
- (c) a material diminution in the authority, duties or responsibilities of the supervisor to whom you are required to report, such a material diminution to include the supervisor to whom you are required to report no longer reporting to the Board of Directors of Skyworks (or its successor or parent) or the analogous governing body of Skyworks (or its successor or parent);
- (d) a material change in the geographic location at which you are directed that you must perform your duties, which Skyworks has determined shall include a change in your principal place of employment at Skyworks’ or an affiliate’s direction from the location of your principal place of employment immediately prior to the Effective Date of this Agreement to a location more than fifty (50) miles from such principal place of employment; or
- (e) any action or inaction constituting a material breach by Skyworks of the terms of this Agreement.

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

12. **Miscellaneous**

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

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

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

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

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

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

benefits made available under this Agreement, are adhered to by any successor to Skyworks, and the provision also benefits Skyworks in that the assurance to you afforded by this provision is an important retention incentive to have you remain in the employment of Skyworks.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Sincerely,
Skyworks Solutions, Inc.
/s/ Liam K. Griffin

Liam K. Griffin
President and Chief Executive Officer

AGREED TO:

/s/ Reza Kasnavi

Date:
11/10/2016

EXHIBIT A

Form of Release of Claims

In consideration for receiving benefits pursuant to Sections 1, 2, or 3, as applicable, of the Change in Control/Severance Agreement dated November 9, 2016, between you and Skyworks Solutions, Inc. (the "Company") (the "Agreement"), you, on behalf of yourself and your representatives, agents, estate, heirs, successors and assigns, agree to and do hereby forever waive, release and discharge the Company, and each of its affiliated or related entities, parents, subsidiaries, predecessors, successors, assigns, divisions, owners, stockholders, partners, directors, officers, attorneys, insurers, benefit plans, employees and agents, whether previously or hereinafter affiliated in any manner, as well as all persons or entities acting by, through, or in concert with any of them (collectively, the "Released Parties"), from any and all claims, debts, contracts, obligations, promises, controversies, agreements, liabilities, demands, wage claims, expenses, charges of discrimination, harassment or retaliation, disputes, agreements, damages, attorneys' fees, or complaints of any nature whatsoever, whether or not now known, suspected, claimed, matured or unmatured, existing or contingent, from the beginning of time until the moment you have signed this Agreement, against the Released Parties (whether directly or indirectly), or any of them, by reason of any act, event or omission concerning any matter, cause or thing, including, without limiting the generality of the foregoing, any claims related to or arising out of (i) your employment or its termination, (ii) any contract or agreement (express or implied) between you and any of the Released Parties, (iii) any tort or tort-type claim, (iv) any federal, state or governmental constitution, statute, regulation or ordinance, including but not limited to the U.S. Constitution; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans With Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; the Fair Labor Standards Act; any applicable Executive Order Programs; any similar state or local statutes or laws; and any other federal, state, or local civil or human rights law, (v) any public policy, contract or tort law, or under common law, (vi) any policies, practices or procedures of the Company, (vii) any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation, (viii) any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters, (viii) any impairment of your ability to obtain subsequent employment, and (ix) any permanent or temporary disability or loss of future earnings.

This Agreement includes a waiver of any rights you may have under Section 1542 of the California Civil Code, or any other similar state statutes or laws, regarding the waiver of unknown claims.

Section 1542 states:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE EMPLOYEE DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE EMPLOYER."

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

them, at the moment of execution hereof, and that this Agreement expressly contemplates the extinguishment of all such claims.

BY SIGNING THIS GENERAL RELEASE, YOU REPRESENT AND AGREE THAT:

1. YOU UNDERSTAND ALL OF ITS TERMS AND KNOW THAT YOU ARE GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;
2. YOU HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND YOU HAVE EITHER DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, YOU HAVE CHOSEN NOT TO DO SO OF YOUR OWN VOLITION;
3. YOU HAVE HAD AT LEAST 21 DAYS FROM THE DATE OF YOUR RECEIPT OF THIS RELEASE SUBSTANTIALLY IN ITS FINAL FORM ON _____, _____ TO CONSIDER IT; AND
4. YOU UNDERSTAND THAT YOU HAVE SEVEN DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED.

Agreed:

Date:

Acknowledged: SKYWORKS SOLUTIONS, INC.

By:

Date:

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

I, Liam K. Griffin, certify that:

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

Date: May 3, 2022

/s/ Liam K. Griffin

Liam K. Griffin

Chairman, Chief Executive Officer and President

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

I, Kris Sennesael, certify that:

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

Date: May 3, 2022

/s/ Kris Sennesael

Kris Sennesael

Senior Vice President and Chief Financial Officer

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

In connection with the quarterly report of Skyworks Solutions, Inc. (the "Company") on Form 10-Q for the period ended April 1, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Liam K. Griffin, Chairman, Chief Executive Officer and President 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.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ Liam K. Griffin

Liam K. Griffin
Chairman, Chief Executive Officer and President

May 3, 2022

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 April 1, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Kris Sennesael, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ Kris Sennesael

Kris Sennesael
Senior Vice President and Chief Financial Officer
May 3, 2022