UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

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

For the quarterly period ended June 27, 2026

or

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

For the transition period from _____to _____

Commission File Number 001-36801

Qorvo, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**46-5288992**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
7628 Thorndike Road	
Greensboro, North Carolina	**27409-9421**
(Address of principal executive offices)	(Zip Code)

(336) 664-1233
(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, $0.0001 par value	QRVO	The Nasdaq Stock Market LLC

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

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

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

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

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

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

As of July 21, 2026, there were 88,221,633 shares of the registrant’s common stock outstanding.

QORVO, INC. AND SUBSIDIARIES

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PART I — FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS.

QORVO, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except per share data)
(Unaudited)

	June 27, 2026	March 28, 2026
ASSETS		
Current assets:		
Cash and cash equivalents	$ 1,328,943	$ 1,219,015
Accounts receivable, net of allowance of $250 and $301 as of June 27, 2026 and March 28, 2026, respectively	379,545	382,509
Inventories	592,492	553,718
Prepaid expenses	38,857	36,724
Other receivables	16,384	16,172
Other current assets	80,501	98,176
Total current assets	2,436,722	2,306,314
Property and equipment, net of accumulated depreciation of $1,799,737 and $1,781,169 as of June 27, 2026 and March 28, 2026, respectively	680,308	710,392
Goodwill	2,353,226	2,353,226
Intangible assets, net	106,286	121,506
Long-term investments	14,759	16,295
Other non-current assets	348,155	317,857
Total assets	$ 5,939,456	$ 5,825,590
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 253,233	$ 242,870
Accrued liabilities	213,593	248,160
Other current liabilities	220,861	221,727
Total current liabilities	687,687	712,757
Long-term debt	1,549,138	1,549,154
Other long-term liabilities	230,706	219,380
Total liabilities	2,467,531	2,481,291
Commitments and contingent liabilities *(Note 7)*		
Stockholders' equity:		
Preferred stock, $0.0001 par value; 5,000 shares authorized; no shares issued and outstanding	—	—
Common stock and additional paid-in capital, $0.0001 par value; 405,000 shares authorized; 88,218 and 87,741 shares issued and outstanding at June 27, 2026 and March 28, 2026, respectively	3,344,678	3,301,450
Accumulated other comprehensive income	2,657	4,061
Retained earnings	124,590	38,788
Total stockholders' equity	3,471,925	3,344,299
Total liabilities and stockholders' equity	$ 5,939,456	$ 5,825,590

See accompanying Notes to Condensed Consolidated Financial Statements.

QORVO, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(In thousands, except per share data)
(Unaudited)

	Three Months Ended	
	June 27, 2026	June 28, 2025
Revenue	$ 784,795	$ 818,778
Cost of goods sold	383,827	486,976
Gross profit	400,968	331,802
Operating expenses:		
Research and development	172,427	179,244
Marketing and selling	48,792	56,891
General and administrative	41,337	50,998
Other operating expense	41,642	14,583
Total operating expenses	304,198	301,716
Operating income	96,770	30,086
Interest expense	(15,852)	(18,787)
Other income, net	19,608	20,386
Income before income taxes	100,526	31,685
Income tax expense	(14,724)	(6,091)
Net income	$ 85,802	$ 25,594
Net income per share:		
Basic	$ 0.97	$ 0.28
Diluted	$ 0.96	$ 0.27
Weighted-average shares of common stock outstanding:		
Basic	88,035	92,915
Diluted	89,360	93,770

See accompanying Notes to Condensed Consolidated Financial Statements.

QORVO, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands)
(Unaudited)

	Three Months Ended	
	June 27, 2026	June 28, 2025
Net income	$ 85,802	$ 25,594
Other comprehensive (loss) income, net of tax:		
Foreign currency translation adjustment, including intra-entity foreign currency transactions that are of a long-term investment nature	(1,386)	11,375
Reclassification adjustments, net of tax:		
Amortization of pension actuarial gain	(18)	(7)
Other comprehensive (loss) income	(1,404)	11,368
Total comprehensive income	$ 84,398	$ 36,962

See accompanying Notes to Condensed Consolidated Financial Statements.

QORVO, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In thousands)
(Unaudited)

	Common Stock and Additional Paid-in Capital		Accumulated Other Comprehensive Income (Loss)	Retained Earnings (Accumulated Deficit)	Total
Three Months Ended	Shares	Amount			
Balance, March 28, 2026	87,741	$ 3,301,450	$ 4,061	$ 38,788	$ 3,344,299
Net income	—	—	—	85,802	85,802
Other comprehensive loss	—	—	(1,404)	—	(1,404)
Exercise of stock options and vesting of restricted stock units, net of shares withheld for employee taxes	208	(10,272)	—	—	(10,272)
Issuance of common stock in connection with employee stock purchase plan	269	19,750	—	—	19,750
Stock-based compensation	—	33,750	—	—	33,750
Balance, June 27, 2026	88,218	$ 3,344,678	$ 2,657	$ 124,590	$ 3,471,925
Balance, March 29, 2025	92,920	$ 3,431,308	$ (5,013)	$ (33,983)	$ 3,392,312
Net income	—	—	—	25,594	25,594
Other comprehensive income	—	—	11,368	—	11,368
Exercise of stock options and vesting of restricted stock units, net of shares withheld for employee taxes	180	(7,291)	—	—	(7,291)
Issuance of common stock in connection with employee stock purchase plan	400	21,299	—	—	21,299
Repurchase of common stock, including transaction costs and excise tax	(702)	(50,018)	—	—	(50,018)
Stock-based compensation	—	43,805	—	—	43,805
Balance, June 28, 2025	92,798	$ 3,439,103	$ 6,355	$ (8,389)	$ 3,437,069

See accompanying Notes to Condensed Consolidated Financial Statements.

QORVO, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	Three Months Ended	
	June 27, 2026	June 28, 2025
Cash flows from operating activities:		
Net income	$ 85,802	$ 25,594
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	34,912	39,466
Amortization of intangible assets	15,225	27,994
Deferred income taxes	(8,758)	(3,756)
Stock-based compensation expense	34,411	42,475
Other, net	2,666	(1,804)
Changes in operating assets and liabilities:		
Accounts receivable, net	2,941	58,205
Inventories	(39,000)	4,725
Prepaid expenses and other assets	15,538	2,389
Accounts payable and accrued liabilities	(13,007)	(2,881)
Income taxes payable and receivable	4,672	(14,193)
Other liabilities	4,091	4,731
Net cash provided by operating activities	139,493	182,945
Cash flows from investing activities:		
Purchase of property and equipment	(24,144)	(37,543)
Other investing activities	1,298	4,212
Net cash used in investing activities	(22,846)	(33,331)
Cash flows from financing activities:		
Repurchase of common stock, including transaction costs	—	(49,906)
Proceeds from the issuance of common stock	8,731	9,833
Tax withholding paid on behalf of employees for restricted stock units	(10,272)	(7,290)
Net (payments) proceeds from purchase and sale of inventories subject to repurchase	(139)	45,599
Other financing activities	(4,787)	(5,171)
Net cash used in financing activities	(6,467)	(6,935)
Effect of exchange rate changes on cash and cash equivalents	(252)	1,623
Net increase in cash and cash equivalents	109,928	144,302
Cash and cash equivalents at the beginning of the period	1,219,015	1,021,176
Cash and cash equivalents at the end of the period	$ 1,328,943	$ 1,165,478
Supplemental disclosure of cash flow information:		
Capital expenditures included in liabilities	$ 18,172	$ 54,666

See accompanying Notes to Condensed Consolidated Financial Statements.

QORVO, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. BASIS OF PRESENTATION AND SUPPLEMENTAL DISCLOSURES

The accompanying Condensed Consolidated Financial Statements of Qorvo, Inc. and Subsidiaries (together, the "Company" or "Qorvo") have been prepared in conformity with accounting principles generally accepted in the United States ("U.S. GAAP"). The preparation of these financial statements requires management to make estimates and assumptions, which could differ materially from actual results. In addition, certain information or footnote disclosures normally included in financial statements prepared in accordance with U.S. GAAP have been condensed, or omitted, pursuant to the rules and regulations of the U.S. Securities and Exchange Commission (the "SEC"). In the opinion of management, the financial statements include all adjustments (which are of a normal and recurring nature) necessary for the fair presentation of the results of the interim periods presented. These Condensed Consolidated Financial Statements should be read in conjunction with the Company's audited consolidated financial statements and notes thereto included in Qorvo's Annual Report on Form 10-K for the fiscal year ended March 28, 2026.

The Condensed Consolidated Financial Statements include the accounts of the Company and its wholly-owned subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

Certain prior period amounts have been reclassified to conform to the fiscal 2027 presentation.

The Company uses a 52- or 53-week fiscal year ending on the Saturday closest to March 31 of each year. Approximately every five to six years, the Company reports a 53-week fiscal year to align with the foregoing policy. Fiscal 2027 is a 53-week year and fiscal 2026 was a 52-week year; however, the first quarters of both fiscal years 2027 and 2026 included 13 weeks.

Supplemental Disclosures

Details of "Other operating expense" are as follows (in thousands):

	Three Months Ended	
	June 27, 2026	June 28, 2025
Merger-related costs (1)	$ 14,885	$ 465
Restructuring-related charges (2)	11,674	4,154
Deferred compensation expense	9,897	5,534
Start-up costs	3,734	3,674
Other, net	1,452	756
Total	$ 41,642	$ 14,583

(1) Refer to Note 2 for additional information.
(2) Refer to Note 9 for additional information.

2. PROPOSED MERGERS

On October 27, 2025, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement"), by and among Skyworks Solutions, Inc., a Delaware corporation ("Skyworks"), the Company, Comet Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Skyworks ("Merger Sub I"), and Comet Acquisition II, LLC, a Delaware limited liability company and a wholly-owned subsidiary of Skyworks ("Merger Sub II"). Pursuant to the Merger Agreement, and subject to the satisfaction or waiver of the conditions specified therein, (i) Merger Sub I will merge with and into the Company (the "First Merger"), with the Company surviving the First Merger as a wholly-owned subsidiary of Skyworks (the "Surviving Corporation"), and (ii) immediately following the First Merger, and as the second step in a single integrated transaction with the First Merger, the Surviving Corporation will merge with and into Merger Sub II (the "Second Merger," and together with the First Merger, the "Mergers"), with Merger Sub II continuing as the surviving entity in the Second Merger and a wholly-owned subsidiary of Skyworks.

At the effective time of the First Merger (the "Effective Time"), each share of the Company's common stock, par value $0.0001 per share ("Qorvo Common Stock"), outstanding immediately prior to the Effective Time (subject to certain exceptions, including shares of Qorvo Common Stock owned by stockholders of the Company who have not voted in favor of the adoption of the Merger Agreement and have properly exercised appraisal rights in accordance with Section 262 of the General Corporation Law of the State of Delaware) will be converted into the right to receive (i) 0.960 (the "Exchange Ratio") shares of Skyworks common stock, without interest, and (ii) $32.50 in cash, without interest, subject to applicable withholding taxes. No fractional shares of Skyworks common stock will be issued in the Mergers, and the Company's stockholders will receive cash in lieu of any fractional shares, as specified in the Merger Agreement.

If the Mergers are consummated, Qorvo Common Stock will be delisted from the Nasdaq Stock Market LLC and deregistered under the Securities Exchange Act of 1934, as amended. The Exchange Ratio is expected to result in the Company's equityholders and Skyworks equityholders owning approximately 37% and 63%, respectively, of the combined company on a pro forma basis following the closing of the transactions contemplated by the Merger Agreement.

The Merger Agreement contains certain termination rights for each of Skyworks and Qorvo. Under specified circumstances, each of Qorvo and Skyworks will be required to pay the other party a termination fee of $298.7 million, as more fully described in the Merger Agreement. Alternatively, under certain specified circumstances, including termination following an injunction arising in connection with certain antitrust or foreign investment laws, or failure to receive certain required regulatory approvals of specified governmental authorities, Skyworks will be required to pay Qorvo a termination fee of $100.0 million, as more fully described in the Merger Agreement.

On February 5, 2026, Qorvo and Skyworks each received a Request for Additional Information and Documentary Material (the "Second Request") from the U.S. Federal Trade Commission (the "FTC") in connection with the transaction. The Second Request was issued under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"). The effect of the Second Request is to extend the waiting period imposed by the HSR Act until 30 days after Qorvo and Skyworks have each substantially complied with the Second Request it received, unless the waiting period is voluntarily extended by the parties or terminated sooner by the FTC.

The stockholders of both Qorvo and Skyworks approved the Merger Agreement at each company's special meeting of stockholders on February 11, 2026.

On May 20, 2026, Skyworks commenced offers to exchange (the "Exchange Offers") any and all outstanding 4.375% Senior Notes due 2029 issued by the Company (the "2029 Notes") for up to $850.0 million aggregate principal amount of new 4.375% Senior Notes due 2029 issued by Skyworks and any and all outstanding 3.375% Senior Notes due 2031 issued by the Company (the "2031 Notes" and, together with the 2029 Notes, the "Notes") for up to $700.0 million aggregate principal amount of new 3.375% Senior Notes due 2031 issued by Skyworks, pursuant to the terms and conditions set forth in Skyworks' Registration Statement on Form S-4, filed with the SEC on May 20, 2026. The Exchange Offers will remain open until 5:00 p.m., New York City time, on September 1, 2026, unless extended at Skyworks' sole discretion. The expiration date of the Exchange Offers is expected to be extended to occur on or about the closing of the Mergers.

In conjunction with the Exchange Offers, Skyworks, on behalf of the Company, solicited consents from holders of the Notes (the "Consents," and together with the Exchange Offers, the "Exchange Offers and Consent Solicitations") to adopt certain proposed amendments to the existing indentures to eliminate substantially all of the restrictive covenants, certain affirmative covenants and certain events of default (the "Proposed Amendments"). As of June 11, 2026, the Company received the requisite number of Consents to adopt the Proposed Amendments with respect to each series of the Notes and entered into supplemental indentures for both the 2029 Notes and the 2031 Notes (together, the "Supplemental Indentures"), by and among the Company, the guarantors party thereto and the trustee, giving effect to the Proposed Amendments.

The Proposed Amendments with respect to each series of the Notes will not become operative until (i) immediately prior to the closing of the transaction or (ii) immediately upon the settlement of the Exchange Offers for such series of the Notes, depending on the specific amendment, and will cease to be operative if the Mergers are not consummated.

The foregoing summary of the Merger Agreement, the Exchange Offers and Consent Solicitations and Supplemental Indentures and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the Merger Agreement, which was filed as Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on October 28, 2025, Skyworks' Registration Statement on Form S-4 filed with the SEC on May 20, 2026 and the Supplemental Indentures filed as Exhibits 4.1 and 4.2 to the Company's Current Report on Form 8-K filed with the SEC on June 12, 2026.

QORVO, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)
(Unaudited)

Consummation of the Mergers is subject to required regulatory approvals, including certain antitrust and foreign investment approvals, and the satisfaction of other customary closing conditions. The Company is increasingly hopeful that the transaction will close within the calendar year, subject to satisfaction or waiver of all closing conditions, but there can be no assurances that the closing will occur on this timeline.

Merger-related costs for the three months ended June 27, 2026 were approximately $14.9 million, primarily related to legal and professional fees.

3. INVENTORIES

The components of inventories, net of reserves, are as follows (in thousands):

	June 27, 2026	March 28, 2026
Raw materials	$ 160,078	$ 162,588
Work in process	315,626	265,250
Finished goods	116,788	125,880
Total inventories	$ 592,492	$ 553,718

4. INTANGIBLE ASSETS

The following table summarizes information regarding the gross carrying amounts and accumulated amortization of intangible assets (in thousands):

	June 27, 2026		March 28, 2026	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Developed technology	$ 289,825	$ 206,473	$ 330,939	$ 239,563
Technology licenses	74,386	61,237	75,475	55,861
Customer relationships	26,900	17,261	39,900	29,588
Trade names	700	554	700	496
Total (1)	$ 391,811	$ 285,525	$ 447,014	$ 325,508

(1) Amounts include the impact of foreign currency translation.

At the beginning of each fiscal year, the Company removes the gross asset and accumulated amortization amounts of intangible assets that have reached the end of their useful lives and have been fully amortized. Useful lives are estimated based on the expected economic benefit to be derived from the intangible assets. The gross carrying amounts and accumulated amortization of fully impaired intangible assets are written off at the time of impairment.

5. DEBT

The following table summarizes the Company's outstanding debt (in thousands):

	June 27, 2026	March 28, 2026
4.375% senior notes due 2029	$ 850,000	$ 850,000
3.375% senior notes due 2031	700,000	700,000
Unamortized premium and issuance costs, net	(862)	(846)
Total long-term debt	$ 1,549,138	$ 1,549,154

Credit Agreement

On April 23, 2024, the Company entered into a five-year unsecured senior credit facility pursuant to a credit agreement with Bank of America, N.A., as administrative agent, swing line lender and letter of credit issuer and a syndicate of lenders (the "Credit Agreement"), which replaced the previous credit agreement dated as of September 29, 2020. The Credit Agreement provides for a $325.0 million senior revolving line of credit (the "Revolving Facility"). Up to $25.0 million of the Revolving Facility may be used for the issuance of standby letters of credit, and up to $10.0 million of the Revolving Facility may be used for swing line advances (i.e., short-term borrowings made available from the lead lender). The Company may request at any time that the Revolving Facility be increased by up to $325.0 million, subject to securing additional funding commitments from existing or new lenders. The Revolving Facility is available to finance working capital, capital expenditures and other lawful corporate purposes. The initial maturity date of the Revolving Facility is April 23, 2029, which may be extended by up to two years by exercising extension options provided in the Credit Agreement.

At the Company's option, loans under the Credit Agreement bear interest at (i) the Applicable Rate (as defined in the Credit Agreement) plus Term SOFR (as defined in the Credit Agreement) or (ii) the Applicable Rate plus a rate equal to the highest of (a) the federal funds rate plus 0.50%, (b) the prime rate of Bank of America, N.A., or (c) Term SOFR plus 1.00% (the "Base Rate"). All swing line loans bear interest at a rate equal to the Applicable Rate plus the Base Rate. Term SOFR is the rate per annum equal to the forward-looking SOFR term rate for interest periods of one, three or six months, as selected by the Company, plus an adjustment of 0.10%. The Applicable Rate is determined by reference to a pricing grid based on the Consolidated Leverage Ratio (as defined in the Credit Agreement) or, at the option of the Company, the Debt Rating (as defined in the Credit Agreement). The Applicable Rate for Term SOFR loans ranges from 1.000% per annum to 1.750% per annum and the Applicable Rate for Base Rate loans ranges from 0.000% per annum to 0.750% per annum. Undrawn amounts under the Revolving Facility are subject to a commitment fee ranging from 0.125% to 0.275%. Interest for Term SOFR loans is payable at the end of each applicable interest period or at three-month intervals, if such interest period exceeds three months. Interest for Base Rate loans is payable quarterly in arrears. The Company pays a letter of credit fee equal to the Applicable Rate multiplied by the daily amount available to be drawn under any letter of credit, a fronting fee and any customary documentary and processing charges for any letter of credit issued under the Credit Agreement.

During the three months ended June 27, 2026, there were no borrowings under the Revolving Facility.

The Credit Agreement contains various conditions, covenants and representations with which the Company must be in compliance in order to borrow funds and to avoid an event of default. As of June 27, 2026, the Company was in compliance with these covenants.

Senior Notes due 2029

On September 30, 2019, the Company issued $350.0 million aggregate principal amount of its 4.375% senior notes due 2029 (the "Initial 2029 Notes"). On December 20, 2019, and June 11, 2020, the Company issued an additional $200.0 million and $300.0 million, respectively, aggregate principal amount of such notes (together, the "Additional 2029 Notes" and collectively with the Initial 2029 Notes, the "2029 Notes"). The 2029 Notes will mature on October 15, 2029, unless earlier redeemed in accordance with their terms. The 2029 Notes are senior unsecured obligations of the Company and are guaranteed, jointly and severally, by certain of the Company's U.S. subsidiaries (the "Guarantors").

The Initial 2029 Notes were issued pursuant to an indenture, dated as of September 30, 2019, by and among the Company, the Guarantors and MUFG Union Bank, N.A., as trustee, and the Additional 2029 Notes were issued pursuant to supplemental indentures, dated as of December 20, 2019, and June 11, 2020 (such indenture and supplemental indentures, collectively, the "2019 Indenture"). The Company may redeem the 2029 Notes, in whole or in part, at the redemption prices specified in the 2019 Indenture, plus accrued and unpaid interest. The 2019 Indenture contains customary events of default, including payment default, exchange default, failure to provide certain notices thereunder and certain provisions related to bankruptcy events. The 2019 Indenture also contains customary negative covenants.

Interest is payable on the 2029 Notes on April 15 and October 15 of each year. The Company paid interest of $18.6 million on the 2029 Notes during both the three months ended June 27, 2026 and June 28, 2025.

Senior Notes due 2031

On September 29, 2020, the Company issued $700.0 million aggregate principal amount of its 3.375% senior notes due 2031 (the "2031 Notes"). The 2031 Notes will mature on April 1, 2031, unless earlier redeemed in accordance with their terms. The 2031 Notes are senior unsecured obligations of the Company and are guaranteed, jointly and severally, by the Guarantors.

QORVO, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)
(Unaudited)

The 2031 Notes were issued pursuant to an indenture, dated as of September 29, 2020, by and among the Company, the Guarantors and MUFG Union Bank, N.A., as trustee (the "2020 Indenture"). The Company may redeem the 2031 Notes, in whole or in part, at the redemption prices specified in the 2020 Indenture, plus accrued and unpaid interest. The 2020 Indenture contains substantially the same customary events of default and negative covenants as the 2019 Indenture.

Interest is payable on the 2031 Notes on April 1 and October 1 of each year. The Company paid interest of $11.8 million on the 2031 Notes during both the three months ended June 27, 2026 and June 28, 2025.

On May 20, 2026, Skyworks commenced the Exchange Offers for the 2029 Notes and the 2031 Notes. In conjunction with the Exchange Offers, Skyworks, on behalf of the Company, solicited consents from holders of the Notes to adopt certain proposed amendments to the existing indentures to eliminate substantially all of the restrictive covenants, certain affirmative covenants and certain events of default. As of June 11, 2026, the Company received the requisite number of consents to adopt the proposed amendments with respect to each series of the Notes and entered into supplemental indentures for both the 2029 Notes and the 2031 Notes. The proposed amendments with respect to each series of the Notes will not become operative until (i) immediately prior to the closing of the transaction or (ii) immediately upon the settlement of the Exchange Offers for such series of the Notes, depending on the specific amendment, and will cease to be operative if the Mergers are not consummated. As of June 27, 2026, the 2029 Notes and the 2031 Notes remained outstanding obligations of the Company. Upon settlement of the Exchange Offers (which remain open), any 2029 Notes and 2031 Notes tendered and accepted for exchange will be exchanged for the applicable Skyworks notes and the related obligations of the Company and the guarantors under the tendered Notes will cease.

Refer to Note 2 for additional information regarding the Exchange Offers and Consent Solicitations for the 2029 Notes and the 2031 Notes.

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 value of the 2029 Notes and the 2031 Notes as of June 27, 2026 was $820.3 million and $639.4 million, respectively (compared to the outstanding principal amount of $850.0 million and $700.0 million, respectively). The estimated fair value of the 2029 Notes and the 2031 Notes as of March 28, 2026 was $829.4 million and $629.5 million, respectively (compared to the outstanding principal amount of $850.0 million and $700.0 million, respectively). The Company considers the fair value of its debt to be Level 2 in the fair value hierarchy. Fair values are estimated based on quoted market prices for identical or similar instruments. The 2029 Notes and the 2031 Notes currently trade over-the-counter, and the fair values were estimated based upon the value of the last trade at the end of the period.

Interest Expense

During the three months ended June 27, 2026, the Company recognized $16.4 million of interest expense, primarily related to the 2029 Notes and the 2031 Notes, which was partially offset by interest capitalized to property and equipment of $0.6 million. During the three months ended June 28, 2025, the Company recognized $19.6 million of interest expense, primarily related to the 2029 Notes and the 2031 Notes, which was partially offset by interest capitalized to property and equipment of $0.8 million. Interest expense for the three months ended June 27, 2026 and June 28, 2025 also includes financing costs related to certain inventory (subject to repurchase) in connection with a supply agreement.

6. STOCK REPURCHASES

On November 2, 2022, the Company announced that its Board of Directors authorized a share repurchase program to repurchase up to $2.0 billion of the Company's outstanding common stock, which included the remaining authorized dollar amount under a prior program terminated concurrent with the new authorization.

Under this program, share repurchases are made in accordance with applicable securities laws on the open market or in privately negotiated transactions. The extent to which the Company repurchases its shares, the number of shares and the timing of any repurchases depends on general market conditions, regulatory requirements, alternative investment opportunities and other considerations. The program does not require the Company to repurchase a minimum number of shares, does not have a fixed term, and may be modified, suspended or terminated at any time without prior notice. Shares withheld to satisfy tax

QORVO, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)
(Unaudited)

withholding requirements related to the vesting of share-based awards are not considered issued or considered stock repurchases under the Company's stock repurchase program.

During the three months ended June 27, 2026, the Company did not repurchase any shares of its common stock. As of June 27, 2026, approximately $416.2 million remains authorized for repurchases under its share repurchase program.

During the three months ended June 28, 2025, the Company repurchased approximately 0.7 million shares of its common stock for approximately $50.0 million (including transaction costs and excise tax).

7. COMMITMENTS AND CONTINGENT LIABILITIES

Legal Matters

The Company is involved in various legal proceedings and claims that have arisen in the ordinary course of business that have not been fully adjudicated. The Company accrues a liability for legal contingencies when it believes that it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated. The Company regularly evaluates developments in its legal matters that could affect the amount of the previously accrued liability and records adjustments as appropriate. Although it is not possible to predict with certainty the outcome of the unresolved legal matters, it is the opinion of management that these matters will not, individually or in the aggregate, have a material adverse effect on the Company’s consolidated financial position or results of operations. The Company believes the aggregate range of reasonably possible losses in excess of accrued liabilities, if any, associated with these unresolved legal matters is not material.

8. REVENUE

Revenue by geographic region (based on the location of the customers' headquarters) is summarized as follows (in thousands):

	Three Months Ended	
	June 27, 2026	June 28, 2025
United States	$ 509,011	$ 425,260
Taiwan	92,537	96,926
Other Asia	81,189	122,241
China	77,012	155,895
Europe	25,046	18,456
Total revenue	$ 784,795	$ 818,778

The Company also disaggregates revenue by operating segments (refer to Note 10).

9. RESTRUCTURING

In the second quarter of fiscal 2026, the Company initiated actions to reduce operating expenses, streamline its manufacturing footprint and accelerate its focus on long-term profitability objectives (the "2026 Restructuring Initiatives"). As part of these actions, the Company decided to close its North Carolina fabrication facility and transfer surface acoustic wave ("SAW") filter production to its Texas fabrication facility. In the fourth quarter of fiscal 2026, the Company completed the sale of its North Carolina fabrication facility and is operating under a short-term supply agreement with the buyer until the Company completes the transfer of SAW filter production to its Texas facility. In addition, the Company consolidated the Connectivity and Sensors Group ("CSG") organizational structure as it continues to align total Company resources, improve efficiency and narrow its focus on a higher margin portfolio.

The following table summarizes the charges resulting from the 2026 Restructuring Initiatives (in thousands):

	Three Months Ended June 27, 2026		
	Cost of Goods Sold	Other Operating Expense	Total
Contract termination and other costs	$ —	$ 866	$ 866
Asset impairment costs	—	47	47
One-time employee termination benefits	250	11,025	11,275
Total	$ 250	$ 11,938	$ 12,188

As of June 27, 2026, the Company has recorded cumulative expenses of approximately $12.4 million for contract termination and other costs, $48.4 million for one-time employee termination benefits, $1.8 million for asset impairment costs as well as a $7.9 million gain on sale of facility as a result of the 2026 Restructuring Initiatives.

The Company does not expect to incur additional material charges associated with the 2026 Restructuring Initiatives.

The following table summarizes the liability activity related to the 2026 Restructuring Initiatives (in thousands):

	One-Time Employee Termination Benefits	Contract Termination and Other Costs	Total
Accrued restructuring balance as of March 28, 2026	$ 19,856	$ 9,493	$ 29,349
Costs incurred and charged to expense	11,275	866	12,141
Cash payments	(20,502)	(9,476)	(29,978)
Accrued restructuring balance as of June 27, 2026	$ 10,629	$ 883	$ 11,512

The accrued restructuring balances as of June 27, 2026 represent estimated future cash payments required to satisfy the Company's remaining obligations, the majority of which are expected to be paid by the end of fiscal 2027.

10. OPERATING SEGMENT INFORMATION

The Company is organized into three operating and reportable segments that align technologies and applications with customers and end markets: High Performance Analog ("HPA"), Connectivity and Sensors Group ("CSG") and Advanced Cellular Group ("ACG").

HPA is a leading global supplier of radio frequency, analog mixed signal and power management solutions. HPA leverages a diverse portfolio of differentiated process technologies and products to serve customers in consumer, defense and aerospace, infrastructure, and industrial and enterprise markets.

CSG is a leading global supplier of connectivity solutions, with broad expertise spanning ultra-wideband, Matter®, Bluetooth® Low Energy, Zigbee®, Thread®, Wi-Fi® and cellular solutions for the Internet of Things to serve customers in automotive, consumer, industrial and enterprise, and mobile markets.

ACG is a leading global supplier of advanced cellular solutions for smartphones, wearables, laptops, tablets and other devices. ACG leverages world-class technology and systems-level expertise to deliver a broad portfolio of high-performance discrete and highly integrated cellular products.

The Company's three operating and reportable segments are based on the organizational structure and information reviewed by the Company's Chief Executive Officer, who is also the Company's chief operating decision maker (the "CODM"). The CODM primarily uses segment operating income (loss) to evaluate each segment's performance and allocate resources. This measure is utilized during the budgeting and forecasting process to assess profitability and enable decision making regarding strategic initiatives, capital investments and personnel across all operating segments. The Company’s manufacturing facilities service and provide benefit to all three operating segments, and the operating costs of the facilities are reflected in the cost of goods sold for each operating segment. The Company’s operating segments do not have intercompany revenue. The CODM does not evaluate operating segments using discrete asset information.

QORVO, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)
(Unaudited)

The following table presents details of the Company's operating and reportable segments and a reconciliation of segment operating income (loss) to consolidated income before income taxes (in thousands):

	Three Months Ended	
	June 27, 2026	June 28, 2025
Revenue:		
HPA	$ 206,357	$ 137,395
CSG	101,869	110,153
ACG	476,569	571,230
Total revenue	$ 784,795	$ 818,778
Segment expenses:		
HPA		
Cost of goods sold	$ 71,269	$ 53,974
Research and development	39,839	37,868
Marketing and selling	17,791	16,861
General and administrative	7,499	7,110
Segment operating income	69,959	21,582
CSG		
Cost of goods sold	57,808	59,933
Research and development	23,302	32,685
Marketing and selling	13,000	18,638
General and administrative	4,765	6,430
Segment operating income (loss)	2,994	(7,533)
ACG		
Cost of goods sold	241,450	344,882
Research and development	95,694	94,507
Marketing and selling	13,691	14,357
General and administrative	17,182	19,550
Segment operating income	108,552	97,934
Total segment operating income	$ 181,505	$ 111,983
Unallocated amounts:		
Stock-based compensation expense	(34,411)	(42,475)
Amortization of acquired intangible assets	(8,777)	(21,521)
Restructuring-related charges (1)	(11,521)	(7,879)
Merger-related costs (2)	(14,885)	(465)
Other (3)	(15,141)	(9,557)
Consolidated operating income	96,770	30,086
Interest expense	(15,852)	(18,787)
Other income, net	19,608	20,386
Income before income taxes	$ 100,526	$ 31,685

(1) Refer to Note 9 for additional information.
(2) Refer to Note 2 for additional information.
(3) Includes deferred compensation expense; start-up costs; and certain settlements, gains, losses and other charges.

QORVO, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)
(Unaudited)

The unallocated amounts in the table above are not allocated to the Company's operating segments because they are not included in the segment operating performance measures evaluated by the Company’s CODM. Except as discussed above regarding the unallocated amounts, the Company's accounting policies for segment reporting are the same as for the Company as a whole.

11. INCOME TAXES

The Company’s income tax expense was $14.7 million and $6.1 million for the three months ended June 27, 2026 and June 28, 2025, respectively. The Company’s effective tax rate was 14.6% and 19.2% for the three months ended June 27, 2026 and June 28, 2025, respectively.

The Company's effective tax rate for the three months ended June 27, 2026 differed from the statutory rate primarily due to tax rate differences in foreign jurisdictions, the impact of global minimum taxes and Net Controlled Foreign Corporation Tested Income (formerly Global Intangible Low-Taxed Income ("GILTI")), partially offset by domestic tax credits generated and discrete tax benefits. A discrete tax benefit of $3.3 million was recognized for the three months ended June 27, 2026, primarily related to the tax effects of merger-related costs (refer to Note 2 for additional information) and restructuring-related charges (refer to Note 9 for additional information).

The Company's effective tax rate for the three months ended June 28, 2025 differed from the statutory rate primarily due to tax rate differences in foreign jurisdictions, global minimum taxes in foreign jurisdictions and GILTI, partially offset by domestic tax credits generated.

12. NET INCOME PER SHARE

The following table sets forth the computation of basic and diluted net income per share (in thousands, except per share data):

	Three Months Ended	
	June 27, 2026	**June 28, 2025**
Numerator:		
Numerator for basic and diluted net income per share — net income available to common stockholders	$ 85,802	$ 25,594
Denominator:		
Denominator for basic net income per share — weighted-average shares	88,035	92,915
Effect of dilutive securities:		
Stock-based awards	1,325	855
Denominator for diluted net income per share — adjusted weighted-average shares and assumed conversions	89,360	93,770
Basic net income per share	$ 0.97	$ 0.28
Diluted net income per share	$ 0.96	$ 0.27

An immaterial number of shares of outstanding stock-based awards were excluded from the computation of net income per diluted share for the three months ended June 27, 2026 because the effect of their inclusion would have been anti-dilutive. In the computation of diluted net income per share for the three months ended June 28, 2025, approximately 1.5 million shares of outstanding stock-based awards were excluded because the effect of their inclusion would have been anti-dilutive.

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

SAFE HARBOR FOR FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q includes "forward-looking statements" within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements include, but are not limited to, statements about our plans, objectives, representations and contentions, and are not historical facts and typically are identified by terms such as "may," "will," "should," "could," "expect," "plan," "anticipate," "believe," "estimate," "forecast," "predict," "potential," "continue" and similar words, although some forward-looking statements are expressed differently. You should be aware that the forward-looking statements included herein represent management's current judgment and expectations as of the date the statement is first made, but our actual results, events and performance could differ materially from those expressed or implied by forward-looking statements. We caution you not to place undue reliance upon any such forward-looking statements. We do not intend to update any of these forward-looking statements or publicly announce the results of any revisions to these forward-looking statements, other than as is required under U.S. federal securities laws. Our business is subject to numerous risks and uncertainties, including those relating to fluctuations in our operating results on a quarterly and annual basis; our substantial dependence on developing new products and achieving design wins; our dependence on several large customers for a substantial portion of our revenue; a loss of revenue if defense and aerospace contracts are canceled or delayed; our dependence on third parties; risks related to sales through distributors; risks associated with the operation of our manufacturing facilities; business disruptions; poor manufacturing yields; increased inventory risks and costs, due to timing of customers' forecasts; our inability to effectively manage or maintain relationships with chipset suppliers; our ability to continue to innovate in a very competitive industry; underutilization of manufacturing facilities; unfavorable changes in interest rates, pricing of certain precious metals, utility rates and foreign currency exchange rates; our acquisitions, divestitures and other strategic investments failing to achieve financial or strategic objectives; our ability to effectively execute restructuring initiatives; our ability to attract, retain and motivate key employees; warranty claims, product recalls and product liability; changes in our effective tax rate; enactment of international or domestic tax legislation, or changes in regulatory guidance; changes in the favorable tax status of certain of our subsidiaries; risks associated with social, environmental, health and safety regulations, and climate change; risks from international sales and operations; economic regulation in China; changes in government trade policies, including imposition of tariffs and export restrictions; we may not be able to generate sufficient cash to service all of our debt; restrictions imposed by the agreements governing our debt; our reliance on our intellectual property portfolio; claims of infringement of third-party intellectual property rights; security breaches, failed system upgrades or regular maintenance and other similar disruptions to our IT systems; theft, loss or misuse of personal data by or about our employees, customers or third parties; open-source software risks, including risks related to licensing and security; compliance with evolving data privacy and cybersecurity laws and regulations; provisions in our governing documents and Delaware law may discourage takeovers and business combinations that our stockholders might consider to be in their best interests; negative impacts from activist stockholders; volatility in the price of our common stock; risks and uncertainties relating to the Mergers, including the occurrence of any event, change or other circumstance that could give rise to the right of us or Skyworks to terminate the Merger Agreement; the outcome of any legal proceedings that may be instituted against us or Skyworks in connection with the Mergers; the possibility that the Mergers do not close when expected or at all because of required regulatory or other approvals and other conditions to closing are not received or satisfied on a timely basis or at all (and the risk that seeking or obtaining such approvals may result in the imposition of conditions that could adversely affect the combined company or the expected benefits of the Mergers); that efforts to complete the Mergers may affect our business relationships with our existing and potential customers, suppliers, service providers and other business partners; that the expected synergies from the Mergers may not be fully realized or may take longer to realize than anticipated; any failure to promptly and effectively integrate the businesses of the Company and Skyworks; and that the Mergers may divert management’s attention and time from ongoing business operations and opportunities. These and other risks and uncertainties, which are described in more detail under "Risk Factors" in Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended March 28, 2026, and Qorvo's subsequent reports and statements that we file with the SEC, could cause actual results and developments to be materially different from those expressed or implied by any of these forward-looking statements.

OVERVIEW

The following Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is intended to help the reader understand the consolidated results of operations and financial condition of Qorvo, Inc. and Subsidiaries (together, "we," "our," "ours," "us," the "Company" or "Qorvo"). MD&A is provided as a supplement to, and should be read in conjunction with, our Condensed Consolidated Financial Statements and accompanying Notes to Condensed Consolidated Financial Statements.

Qorvo® is a global leader in the development and commercialization of technologies and products for wireless, wired and power markets.

We design, develop, manufacture and market our products to U.S. and international original equipment manufacturers and original design manufacturers in three reportable operating segments: High Performance Analog ("HPA"), Connectivity and Sensors Group ("CSG") and Advanced Cellular Group ("ACG"). Refer to Note 10 of the Notes to Condensed Consolidated Financial Statements for additional information regarding our reportable operating segments as of June 27, 2026.

HPA is a leading global supplier of radio frequency, analog mixed signal and power management solutions. HPA leverages a diverse portfolio of differentiated process technologies and products to serve customers in consumer, defense and aerospace, infrastructure, and industrial and enterprise markets.

CSG is a leading global supplier of connectivity solutions, with broad expertise spanning ultra-wideband, Matter®, Bluetooth® Low Energy, Zigbee®, Thread®, Wi-Fi® and cellular solutions for the Internet of Things to serve customers in automotive, consumer, industrial and enterprise, and mobile markets.

ACG is a leading global supplier of advanced cellular solutions for smartphones, wearables, laptops, tablets and other devices. ACG leverages world-class technology and systems-level expertise to deliver a broad portfolio of high-performance discrete and highly integrated cellular products.

Proposed Mergers

On October 27, 2025, we entered into an Agreement and Plan of Merger (the “Merger Agreement”), by and among Skyworks Solutions, Inc., a Delaware corporation (“Skyworks”), the Company, Comet Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Skyworks (“Merger Sub I”), and Comet Acquisition II, LLC, a Delaware limited liability company and a wholly-owned subsidiary of Skyworks (“Merger Sub II”). Pursuant to the Merger Agreement, and subject to the satisfaction or waiver of the conditions specified therein, (i) Merger Sub I will merge with and into the Company (the “First Merger”), with the Company surviving the First Merger as a wholly-owned subsidiary of Skyworks (the “Surviving Corporation”), and (ii) immediately following the First Merger, and as the second step in a single integrated transaction with the First Merger, the Surviving Corporation will merge with and into Merger Sub II (the “Second Merger,” and together with the First Merger, the “Mergers”), with Merger Sub II continuing as the surviving entity in the Second Merger and a wholly-owned subsidiary of Skyworks.

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

The stockholders of both Qorvo and Skyworks approved the Merger Agreement at each company's special meeting of stockholders on February 11, 2026.

On May 20, 2026, Skyworks commenced offers to exchange (the “Exchange Offers”) any and all outstanding 4.375% Senior Notes due 2029 issued by the Company (the “2029 Notes”) for new 4.375% Senior Notes due 2029 issued by Skyworks and any and all outstanding 3.375% Senior Notes due 2031 issued by the Company (the “2031 Notes” and, together with the 2029 Notes, the “Notes”) for new 3.375% Senior Notes due 2031 issued by Skyworks. The Exchange Offers will remain open until

5:00 p.m., New York City time, on September 1, 2026, unless extended at Skyworks' sole discretion. The expiration date of the Exchange Offer is expected to be extended to occur on or about the closing of the Mergers. In conjunction with the Exchange Offers, Skyworks, on behalf of the Company, solicited consents from holders of the Notes (the "Consents," and together with the Exchange Offers, the "Exchange Offers and Consent Solicitations") to adopt certain proposed amendments to the existing indentures to eliminate substantially all of the restrictive covenants, certain affirmative covenants and certain events of default (the "Proposed Amendments"). As of June 11, 2026, we received the requisite number of Consents and entered into supplemental indentures for both the 2029 Notes and the 2031 Notes (together, the "Supplemental Indentures"), giving effect to the Proposed Amendments. The Proposed Amendments with respect to each series of the Notes will not become operative until (i) immediately prior to the closing of the transaction or (ii) immediately upon the settlement of the Exchange Offers for such series of the Notes, depending on the specific amendment, and will cease to be operative if the Mergers are not consummated. If and when the Exchange Offers are settled, the Notes that are tendered and accepted will be exchanged for Skyworks notes and the related obligations of Qorvo and the guarantors with respect to those Notes will cease.

The foregoing summary of the Merger Agreement, the Exchange Offers and Consent Solicitations and Supplemental Indentures and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the Merger Agreement, which was filed as Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on October 28, 2025, Skyworks' Registration Statement on Form S-4 filed with the SEC on May 20, 2026 and the Supplemental Indentures filed as Exhibits 4.1 and 4.2 to the Company's Current Report on Form 8-K filed with the SEC on June 12, 2026. Consummation of the Mergers is subject to required regulatory approvals, including certain antitrust and foreign investment approvals, and the satisfaction of other customary closing conditions. The Company is increasingly hopeful that the transaction will close within the calendar year, subject to satisfaction or waiver of all closing conditions, but there can be no assurances that the closing will occur on this timeline. Refer to Note 2 of the Notes to Condensed Consolidated Financial Statements for additional information regarding the transaction.

FIRST QUARTER FISCAL 2027 OVERVIEW

- Revenue for the first quarter of fiscal 2027 decreased 4.2% as compared to the first quarter of fiscal 2026, resulting from decreases in ACG and CSG revenue, partially offset by an increase in HPA revenue.

- Gross margin increased to 51.1% for the first quarter of fiscal 2027 as compared to 40.5% for the first quarter of fiscal 2026. The increase was primarily driven by our strategy to reduce exposure to lower margin, mass-market Android smartphones within the ACG segment, as well as ongoing efforts to optimize the business mix within and across our operating segments, specifically ACG and HPA.

- Operating income was $96.8 million for the first quarter of fiscal 2027 as compared to $30.1 million for the first quarter of fiscal 2026.

- Net income per diluted share was $0.96 for the first quarter of fiscal 2027 as compared to net income per diluted share of $0.27 for the first quarter of fiscal 2026.

- Net cash provided by operating activities was $139.5 million for the first quarter of fiscal 2027 as compared to $182.9 million for the first quarter of fiscal 2026.

- Capital expenditures were $24.1 million for the first quarter of fiscal 2027 as compared to $37.5 million for the first quarter of fiscal 2026.

RESULTS OF OPERATIONS

Consolidated

The following tables present a summary of our results of operations (in thousands, except percentages):

	Three Months Ended					
	June 27, 2026	% of Revenue	June 28, 2025	% of Revenue	Increase (Decrease)	Percentage Change
Revenue	$ 784,795	100.0 %	$ 818,778	100.0 %	$ (33,983)	(4.2)%
Cost of goods sold	383,827	48.9	486,976	59.5	(103,149)	(21.2)
Gross profit	400,968	51.1	331,802	40.5	69,166	20.8
Research and development	172,427	22.0	179,244	21.9	(6,817)	(3.8)
Marketing and selling	48,792	6.2	56,891	6.9	(8,099)	(14.2)
General and administrative	41,337	5.3	50,998	6.2	(9,661)	(18.9)
Other operating expense	41,642	5.3	14,583	1.8	27,059	185.6
Operating income	$ 96,770	12.3 %	$ 30,086	3.7 %	$ 66,684	221.6 %

The decrease in consolidated revenue resulted from decreases in revenue of $94.7 million and $8.3 million in ACG and CSG, respectively, and an increase in revenue of $69.0 million in HPA, which are further discussed in our Operating Segments results below.

The increase in gross margin was primarily driven by our strategy to reduce exposure to lower margin, mass-market Android smartphones within the ACG segment, as well as ongoing efforts to optimize the business mix within and across our operating segments, specifically ACG and HPA.

The decreases in research and development and marketing and selling expenses were driven by lower employee-related costs, which decreased by $9.8 million and $6.2 million, respectively, primarily due to consolidation of the CSG organizational structure. The decrease in general and administrative expense was driven by a $7.6 million decrease in employee-related costs, primarily due to lower stock-based compensation expense.

Other operating expense for the three months ended June 27, 2026 includes merger-related costs of $14.9 million, restructuring-related charges of $11.7 million and deferred compensation expense of $9.9 million. Other operating expense for the three months ended June 28, 2025 includes deferred compensation expense of $5.5 million and restructuring-related charges of $4.2 million. Refer to Notes 2 and 9 of the Notes to Condensed Consolidated Financial Statements for additional information on merger-related costs and restructuring-related charges, respectively.

Operating Segments

High Performance Analog

	Three Months Ended			
(In thousands, except percentages)	June 27, 2026	June 28, 2025	Dollar Change	Percentage Change
Revenue	$ 206,357	$ 137,395	$ 68,962	50.2 %
Operating income	69,959	21,582	48,377	224.2
Operating income as a % of revenue	33.9 %	15.7 %		

The $69.0 million increase in HPA revenue was primarily attributable to a $57.9 million increase in revenue from our defense and aerospace, and infrastructure businesses. These revenue increases were driven by increased content and programs in defense and aerospace, the industry's ongoing transition to broadband DOCSIS (Data Over Cable Service Interface Specification) 4.0 and higher demand for our base station products.

The increase in HPA operating income was driven by the impact of higher revenue and favorable product mix.

Connectivity and Sensors Group

(In thousands, except percentages)	Three Months Ended June 27, 2026	June 28, 2025	Dollar Change	Percentage Change
Revenue	$ 101,869	$ 110,153	$ (8,284)	(7.5)%
Operating income (loss)	2,994	(7,533)	10,527	139.7
Operating income (loss) as a % of revenue	2.9 %	(6.8)%		

The $8.3 million decrease in CSG revenue was primarily attributable to a decrease in our Wi-Fi components revenue, driven by our decision to strategically narrow our focus on a higher margin portfolio.

The increase in CSG operating income was driven by a $16.7 million decrease in operating expenses, primarily due to lower employee-related costs resulting from the consolidation of the CSG organizational structure and strategic portfolio optimization.

Advanced Cellular Group

(In thousands, except percentages)	Three Months Ended June 27, 2026	June 28, 2025	Dollar Change	Percentage Change
Revenue	$ 476,569	$ 571,230	$ (94,661)	(16.6)%
Operating income	108,552	97,934	10,618	10.8
Operating income as a % of revenue	22.8 %	17.1 %		

The $94.7 million decrease in ACG revenue was driven by the decision to strategically reduce our exposure in mass-market Android smartphones and narrow our focus to higher value placements.

The increase in ACG operating income was driven by favorable product mix, partially offset by the impact of lower revenue.

Refer to Note 10 of the Notes to Condensed Consolidated Financial Statements for a reconciliation of reportable segment operating income (loss) to consolidated operating income for the three months ended June 27, 2026 and June 28, 2025.

INTEREST, OTHER INCOME AND INCOME TAXES

(In thousands)	Three Months Ended June 27, 2026	June 28, 2025
Interest expense	$ (15,852)	$ (18,787)
Other income, net	19,608	20,386
Income tax expense	(14,724)	(6,091)

Interest expense
During the three months ended June 27, 2026 and June 28, 2025, we recorded interest expense primarily related to our 2029 Notes and our 2031 Notes. Refer to Note 5 of the Notes to Condensed Consolidated Financial Statements for additional information. Interest expense for the three months ended June 27, 2026 and June 28, 2025 also includes financing costs related to certain inventory (subject to repurchase) in connection with a supply agreement.

Other income, net
During the three months ended June 27, 2026, we recorded interest income of $10.4 million and net gains of $8.9 million from our share of the profit or loss from our limited partnership investments and gains or losses from other investments.

During the three months ended June 28, 2025, we recorded interest income of $10.9 million and net gains of $8.1 million from our share of the profit or loss from our limited partnership investments and gains or losses from other investments.

Income tax expense
During the three months ended June 27, 2026, we recorded income tax expense of $14.7 million, comprised primarily of tax expense related to international operations generating pre-tax book income, global minimum taxes in foreign jurisdictions and the impact of Net Controlled Foreign Corporation Tested Income (formerly Global Intangible Low-Taxed Income ("GILTI")), partially offset by tax benefits related to domestic and international operations generating pre-tax book losses, domestic tax credits and discrete tax items.

During the three months ended June 28, 2025, we recorded income tax expense of $6.1 million, comprised primarily of tax expense related to international operations generating pre-tax book income, global minimum taxes in foreign jurisdictions and the impact of GILTI, partially offset by tax benefits related to domestic and international operations generating pre-tax book losses and domestic tax credits.

A valuation allowance remained against certain domestic and foreign net deferred tax assets as it is more likely than not that the related deferred tax assets will not be realized.

LIQUIDITY AND CAPITAL RESOURCES

Cash generated by operations is our primary source of liquidity. As of June 27, 2026, we had working capital of approximately $1,749.0 million, including $1,328.9 million in cash and cash equivalents, compared to working capital of approximately $1,593.6 million, including $1,219.0 million in cash and cash equivalents as of March 28, 2026.

Our $1,328.9 million of total cash and cash equivalents as of June 27, 2026, includes approximately $1,133.8 million held by our foreign subsidiaries, of which $914.3 million is held by Qorvo International Pte. Ltd. in Singapore. If the undistributed earnings of our foreign subsidiaries are needed in the U.S., we may be required to pay state income and/or foreign local withholding taxes to repatriate these earnings.

We may, from time to time, seek to retire or make additional optional payments on our outstanding debt obligations through repurchases or exchanges of our outstanding notes, which may be effected through privately negotiated transactions, market transactions, tender offers, redemptions or otherwise. Such tenders, exchanges, purchases, or other transactions, if any, will be upon such terms and at such prices as we may determine, and will depend on prevailing market conditions, our liquidity requirements, contractual restrictions and other factors. The amounts involved may be material.

The Merger Agreement contains certain termination rights for each of Skyworks and Qorvo. Under specified circumstances, each of Qorvo and Skyworks will be required to pay the other party a termination fee of $298.7 million, as more fully described in the Merger Agreement. Alternatively, under certain specified circumstances, including termination following an injunction arising in connection with certain antitrust or foreign investment laws, or failure to receive certain required regulatory approvals of specified governmental authorities, Skyworks will be required to pay Qorvo a termination fee of $100.0 million, as more fully described in the Merger Agreement.

Stock Repurchases
During the three months ended June 27, 2026, we did not repurchase any shares of our common stock. As of June 27, 2026, approximately $416.2 million remains authorized for repurchases under the program.

Cash Flows from Operating Activities
Net cash provided by operating activities was $139.5 million for the three months ended June 27, 2026, attributable to the effects of net income adjusted for non-cash items (which includes depreciation, amortization of intangible assets, deferred income taxes, stock-based compensation expense and other non-cash items), partially offset by changes in working capital. The changes in working capital were driven by the increase in inventories, primarily resulting from the timing of customer device launches.

Net cash provided by operating activities was $182.9 million for the three months ended June 28, 2025, attributable to the effects of net income adjusted for non-cash items (which includes depreciation, amortization of intangible assets, deferred income taxes, stock-based compensation expense and other non-cash items) and changes in working capital. Cash inflows from working capital were driven by the decrease in accounts receivable.

Cash Flows from Investing Activities
Net cash used in investing activities was $22.8 million and $33.3 million for the three months ended June 27, 2026 and June 28, 2025, respectively, primarily consisting of capital expenditures.

Cash Flows from Financing Activities
Net cash used in financing activities was $6.5 million and $6.9 million for the three months ended June 27, 2026 and June 28, 2025, respectively.

COMMITMENTS AND CONTINGENCIES

Credit Agreement On April 23, 2024, we entered into a five-year unsecured senior credit facility pursuant to a credit agreement with Bank of America, N.A., as administrative agent, swing line lender and letter of credit issuer and a syndicate of lenders (the “Credit Agreement”), which replaced our previous credit agreement. The Credit Agreement provides for a $325.0 million senior revolving line of credit (the “Revolving Facility”). We may request at any time that the Revolving Facility be increased by up to $325.0 million, subject to securing additional funding commitments from existing or new lenders. The Revolving Facility is available to finance working capital, capital expenditures and other lawful corporate purposes.

During the three months ended June 27, 2026, there were no borrowings under the Revolving Facility.

The Credit Agreement contains various conditions, covenants and representations with which we must be in compliance in order to borrow funds and to avoid an event of default. As of June 27, 2026, we were in compliance with these covenants.

2029 Notes On September 30, 2019, we issued $350.0 million aggregate principal amount of our 2029 Notes. On December 20, 2019, and June 11, 2020, we issued an additional $200.0 million and $300.0 million, respectively, aggregate principal amount of our 2029 Notes. Interest on the 2029 Notes is payable on April 15 and October 15 of each year at a rate of 4.375% per annum. The 2029 Notes will mature on October 15, 2029, unless earlier redeemed in accordance with their terms. The 2029 Notes are senior unsecured obligations of the Company and are guaranteed, jointly and severally, by certain of the Company's U.S. subsidiaries (the "Guarantors"). In connection with the Exchange Offers and Consent Solicitations, the Company entered into a supplemental indenture with respect to the 2029 Notes, eliminating substantially all of the restrictive covenants, certain affirmative covenants and certain events of default. Such amendments will not become operative until the occurrence of the applicable conditions specified therein.

2031 Notes On September 29, 2020, we issued $700.0 million aggregate principal amount of our 2031 Notes. Interest on the 2031 Notes is payable on April 1 and October 1 of each year at a rate of 3.375% per annum. The 2031 Notes will mature on April 1, 2031, unless earlier redeemed in accordance with their terms. The 2031 Notes are senior unsecured obligations of the Company and are guaranteed, jointly and severally, by the Guarantors. In connection with the Exchange Offers and Consent Solicitations, the Company entered into a supplement indenture with respect to the 2031 Notes, eliminating substantially all of the restrictive covenants, certain affirmative covenants and certain events of default. Such amendments will not become operative until the occurrence of the applicable conditions specified therein.

For additional information regarding our debt, refer to Note 2 and Note 5 of the Notes to Condensed Consolidated Financial Statements.

Capital Commitments As of June 27, 2026, we had capital commitments of approximately $45.5 million primarily for expanding capability to develop and support new products (which includes accrued technology licenses of approximately $9.1 million), equipment and facility upgrades and cost savings initiatives.

Future Sources of Funding Our future capital requirements may differ materially from those currently anticipated and will depend on many factors, including market acceptance of and demand for our products, acquisition opportunities, technological advances and our relationships with suppliers and customers. Based on current and projected levels of cash flows from operations, coupled with our existing cash and cash equivalents and availability from the Revolving Facility, we believe that we have sufficient liquidity to meet both our short-term and long-term cash requirements. However, if there is a significant decrease in demand for our products, or if investments in our business outpace revenue growth, operating cash flows may be insufficient to meet our needs. If existing resources and cash from operations are not sufficient to meet our future requirements or if we perceive conditions to be favorable, we may seek additional debt or equity financing. Additional debt or equity financing could be dilutive to holders of our common stock. Further, we cannot be sure that additional debt or equity financing, if required, will be available on favorable terms, if at all.

Legal We are involved in various legal proceedings and claims that have arisen in the ordinary course of business that have not been fully adjudicated. We accrue a liability for legal contingencies when we believe that it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated. We regularly evaluate developments in our legal matters that could affect the amount of the previously accrued liability and record adjustments as appropriate. Although it is not possible to predict with certainty the outcome of the unresolved legal matters, it is the opinion of management that these matters will not, individually or in the aggregate, have a material adverse effect on our consolidated financial position or results of operations. We believe the aggregate range of reasonably possible losses in excess of accrued liabilities, if any, associated with these unresolved legal matters is not material.

Taxes We are subject to income and other taxes in the United States and in numerous foreign jurisdictions. Our domestic and foreign tax liabilities are subject to the allocation of revenue and expenses in different jurisdictions. Additionally, the amount of taxes paid is subject to our interpretation of applicable tax laws in the jurisdictions in which we operate. We are subject to audits by tax authorities. While we endeavor to comply with all applicable tax laws, there can be no assurance that a governing tax authority will not have a different interpretation of the law than we do or that we will comply in all respects with applicable tax laws, which could result in additional taxes. There can be no assurance that the outcomes from tax audits will not have an adverse effect on our results of operations in the period during which the review is conducted.

SUPPLEMENTAL PARENT AND GUARANTOR FINANCIAL INFORMATION

In accordance with the indentures governing the Notes, our obligations under the Notes are fully and unconditionally guaranteed on a joint and several unsecured basis by the Guarantors, which are listed on Exhibit 22 to this Quarterly Report on Form 10-Q. Each Guarantor is 100% owned, directly or indirectly, by Qorvo, Inc. (the "Parent"). A Guarantor can be released in certain customary circumstances. Our other U.S. subsidiaries and our non-U.S. subsidiaries do not guarantee the Notes (such subsidiaries are referred to as the "Non-Guarantors").

The following presents summarized financial information for the Parent and the Guarantors on a combined basis as of and for the periods indicated, after eliminating (i) intercompany transactions and balances among the Parent and the Guarantors, and (ii) equity earnings from, and investments in, any Non-Guarantor. The summarized financial information may not necessarily be indicative of the financial position and results of operations had the combined Parent and Guarantors operated independently from the Non-Guarantors.

Summarized Balance Sheets (In thousands)	**June 27, 2026**	**March 28, 2026**
ASSETS		
Current assets [1]	$ 846,102	$ 862,490
Non-current assets	2,206,592	2,217,061
LIABILITIES		
Current liabilities	$ 220,945	$ 262,368
Long-term liabilities [2]	2,622,761	2,596,461

(1) Includes net amounts due from Non-Guarantor subsidiaries of $226.4 million and $201.7 million as of June 27, 2026 and March 28, 2026, respectively.
(2) Includes net amounts due to Non-Guarantor subsidiaries of $915.5 million and $895.3 million as of June 27, 2026 and March 28, 2026, respectively.

Summarized Statement of Operations (In thousands)	**Three Months Ended** **June 27, 2026**
Revenue	$ 248,023
Gross profit	84,464
Net loss	(54,893)

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

There have been no material changes to our market risk exposures during the first quarter of fiscal 2027. For a discussion of our exposure to market risk, refer to Item 7A, "Quantitative and Qualitative Disclosures About Market Risk," contained in Qorvo's Annual Report on Form 10-K for the fiscal year ended March 28, 2026.

ITEM 4. CONTROLS AND PROCEDURES.

As of the end of the period covered by this report, the Company's management, with the participation of the Company's Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), evaluated the effectiveness of the Company's disclosure controls and procedures in accordance with Rules 13a-15(e) and 15d-15(e) under the Exchange Act. Based on this evaluation, our CEO and CFO concluded that the Company's disclosure controls and procedures were effective, as of such date, to enable the Company to record, process, summarize and report in a timely manner the information that the Company is required to disclose in its Exchange Act reports, and to accumulate and communicate such information to management, including our CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure.

There were no changes to our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the quarter ended June 27, 2026, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

ITEM 1A. RISK FACTORS.

In addition to the other information set forth in this report and in our other reports and statements that we file with the U.S. Securities and Exchange Commission (the "SEC"), careful consideration should be given to the factors discussed in Part I, Item 1A., "Risk Factors" in Qorvo's Annual Report on Form 10-K for the fiscal year ended March 28, 2026, which could materially affect our business, financial condition or future results. The risks described in Qorvo's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q are not the only risks that we face. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition and/or operating results.

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

None.

ITEM 5. OTHER INFORMATION.

Rule 10b5-1 and Non-Rule 10b5-1 Trading Arrangements

The following table describes actions by our directors or Section 16 officers with respect to plans intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) during the first quarter of fiscal 2027. None of our directors or Section 16 officers adopted or terminated a "non-Rule 10b5-1 trading arrangement," as such term is defined in Item 408(c) of Regulation S-K during the first quarter of fiscal 2027.

Name and Title	Action	Date	Expiration of Plan	Number of Shares to be Sold (1)
Frank P. Stewart Senior Vice President and President of Advanced Cellular	Adoption	5/28/2026	7/2/2027	10,153
Steven E. Creviston Senior Vice President and President of Connectivity & Sensors	Adoption	6/3/2026	4/1/2027	28,860

(1) Represents the gross number of shares subject to the Rule 10b5-1 plan, excluding the potential effect of shares withheld for taxes. Amounts may include shares to be earned as performance-based restricted stock unit awards ("PBRSUs") and are presented at their target amounts. The actual number of PBRSUs earned following the end of the applicable performance period, if any, will depend on the relative attainment of the performance metrics.

ITEM 6. EXHIBITS.

4.1	Third Supplemental Indenture, dated as of June 11, 2026, by and among Qorvo Inc., the guarantors party thereto and Computershare Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC on June 12, 2026)
4.2	First Supplemental Indenture, dated as of June 11, 2026, by and among Qorvo Inc., the guarantors party thereto and Computershare Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed with the SEC on June 12, 2026)
10.1	Restricted Stock Unit Agreement (Performance-Based and Service-Based Retention Award) between Qorvo, Inc. and Philip Chesley, pursuant to the Amended and Restated 2022 Stock Incentive Plan*
22	List of Subsidiary Guarantors
31.1	Certification of Periodic Report by Robert A. Bruggeworth, as Chief Executive Officer, pursuant to Rule 13a-14(a) or 15d-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Periodic Report by Grant A. Brown, as Chief Financial Officer, pursuant to Rule 13a-14(a) or 15d-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Periodic Report by Robert A. Bruggeworth, as Chief Executive Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Periodic Report by Grant A. Brown, as Chief Financial Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101	The following materials from our Quarterly Report on Form 10-Q for the quarter ended June 27, 2026, formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) the Condensed Consolidated Balance Sheets; (ii) the Condensed Consolidated Statements of Income; (iii) the Condensed Consolidated Statements of Comprehensive Income; (iv) the Condensed Consolidated Statements of Stockholders' Equity; (v) the Condensed Consolidated Statements of Cash Flows; and (vi) the Notes to Condensed Consolidated Financial Statements
104	The cover page from our Quarterly Report on Form 10-Q for the quarter ended June 27, 2026, formatted in iXBRL

* Executive compensation plan or agreement

Our SEC file number for documents filed with the SEC pursuant to the Securities Exchange Act of 1934, as amended, is 001-36801.

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.

	Qorvo, Inc.
Date: July 28, 2026	/s/ Grant A. Brown
	Grant A. Brown Senior Vice President and Chief Financial Officer

Exhibit 10.1

QORVO, INC.
AMENDED AND RESTATED 2022 STOCK INCENTIVE PLAN
Restricted Stock Unit Agreement
(Performance-Based and Service-Based Retention Award)

THIS RESTRICTED STOCK UNIT AGREEMENT (together with Schedule A and Schedule B, attached hereto, the "Agreement"), is made effective as of **June 4, 2026** (the "Effective Date") between QORVO, INC., a Delaware corporation (the "Company"), and **Philip Chesley**, an Employee of, or individual in other service to, the Company or an Affiliate (the "Participant"). Any reference in this Agreement to the Company or any of its Affiliates shall be deemed to include any successor or surviving entity (or any parent thereof) in a Change in Control and their respective affiliates, and any reference to Shares shall be deemed to refer to the corresponding securities of such successor or surviving entity (or any parent thereof).

By accepting this Award, the Participant acknowledges that the Award is being granted in two components – the Service-Based Award Component and the Performance-Based Award Component (each as defined below) – and, as a result, that the Award may be evidenced in more than award agreement (including this Agreement). As a result of the foregoing, the Participant acknowledges and agrees that, notwithstanding the fact that the Participant may receive (and may accept) more than one "Restricted Stock Unit Agreement (Performance-Based and Service-Based Retention Award)" evidencing the Award, (i) in no event shall the issuance or acceptance of such agreements represent the issuance of more than one Award, (ii) any vesting, earning, forfeiture or cancellation of any portion of the Award under this Agreement shall result in the vesting, earning, forfeiture or cancellation, as applicable, of such portion of the Award evidenced under a different agreement and (iii) in no event shall the Participant be eligible to earn more than the maximum number of Shares set forth in Section 2(i) below in respect of the Award.

RECITALS:

WHEREAS, the Compensation Committee of the Board of Directors of the Company (the "Administrator") has approved the grant to the Participant of an award (the "Award") for Shares issuable under the Qorvo, Inc. Amended and Restated 2022 Stock Incentive Plan, as it may be further amended (the "Plan"), which is comprised of (i) service-based Restricted Stock Units (the "Service-Based Award Component") and (ii) performance-based Restricted Stock Units (the "Performance-Based Award Component"), the vesting of which Award is subject to the attainment of certain requirements, as further described in this Agreement;

NOW, THEREFORE, in furtherance of the purposes of the Plan, the Company and the Participant hereby agree as follows:

1. Incorporation of Plan. The rights and duties of the Company and the Participant under this Agreement shall in all respects be subject to and governed by the provisions of the Plan, the terms of which are incorporated herein by reference. Unless the Administrator determines otherwise, (i) in the event of a conflict between any term or provision contained in the Plan and an express term contained in this Agreement, the applicable terms and provisions of the Plan shall govern and prevail, and (ii) the terms of this Agreement shall not be deemed to be in conflict or inconsistent with the Plan merely because they impose greater or additional restrictions, obligations or duties, or if this Agreement provides that the Agreement terms apply notwithstanding the provisions to the contrary in the Plan. Unless otherwise defined herein, capitalized terms in this Agreement shall have the same definitions as set forth in the Plan.

2. Certain Defined Terms. The following terms used in this Agreement shall have the meanings set forth in this Section 2:

(a) The "Determination Date" is the date of the Administrator's determination regarding the Performance Levels (if any) attained for the relevant Performance Period.

(b) The "Effective Date" is the effective date of the Agreement, as stated above.

(c) The "Grant Date" is June 4, 2026.

(d) The "Maximum Performance Level", for each Performance Objective, is the maximum percentage for each Performance Period set forth in Schedule B attached hereto.

(e) The "Participant" is **Philip Chesley**.

Employee ID [***].

(f) The "Performance Levels" are the levels of performance that may be achieved for the Performance Objective in respect of a Performance Period, as set forth in Schedule B attached hereto.

(g) The "Performance Objectives" are the specific performance objectives applicable to the Performance-Based Award Component identified in Schedule B attached hereto.

(h) The "Performance Period" or "Performance Periods" shall be the Performance Period or Performance Periods applicable to the Performance-Based Award Component as described in Schedule B attached hereto. Performance Objectives may have different Performance Periods, if so provided in Schedule B.

(i) The "Shares" are the 19,236 shares of Common Stock which are granted under this Agreement, comprised of (i) 9,618 shares subject to the Service-Based Award Component and (ii) 9,618 shares subject to the Performance-Based Award Component (as such number may be determined in accordance with Section 1 of Schedule A).

(j) "Threshold Performance Level", for each Performance Objective, is the threshold percentage for each Performance Period set forth in Schedule B attached hereto.

3. Award Opportunity; Incorporation of the Terms of Schedule A and Schedule B of the Agreement.

(a) The Company hereby grants to the Participant an opportunity to earn a certain number of Shares based upon the applicable vesting and performance conditions described in Schedule A and Schedule B. The number, if any, of Shares that may be earned pursuant to the Performance-Based Award Component of this Award shall be determined by the Administrator in its sole discretion based on the Performance Levels attained for the relevant Performance Period, as described in Schedule B.

(b) The Participant expressly acknowledges that the terms of Schedule A and Schedule B are incorporated herein by reference and constitute part of this Agreement. The Company and the Participant further acknowledge that the Company's signature on the signature page hereof and the Participant's signature on the Grant Letter contained in Schedule A, or the Participant's electronic acceptance of the Award (using such procedures as required by the Company, including an online acceptance process through a website maintained by the Company or an agent designated by the Company), constitute their acceptance of all of the terms of this Agreement. ***If the Participant has not affirmatively accepted or rejected the Award at least sixty (60) days prior to the first vesting date, the Participant is deemed to have accepted the Award and the terms and conditions set forth in the Agreement and the Plan. If the Participant rejects the Award, the Award will be cancelled and no benefits from the Award nor any compensation or benefits in lieu of the Award will be provided to the Participant.***

4. Grant of Award of Restricted Stock Units. Subject to the terms of this Agreement and the Plan, the Company hereby grants the Participant an Award of Restricted Stock Units for that number of Shares as determined in accordance with Schedule A and Schedule B. The Performance-Based Award Component of this Award shall be earned in respect of a Performance Period if and only if at least the Threshold Performance Level (and up to the Maximum Performance Level) is met during the relevant Performance Period, as further described in Schedule A and Schedule B, and subject to satisfaction of the applicable service requirement set forth in Section 3 of Schedule A. The number of Shares, if any, that may be earned in respect of the Performance-Based Award Component shall be determined by the Administrator in its sole discretion in accordance with the Plan and this Agreement (including Schedule A and Schedule B) following completion of the applicable Performance Period, and the Determination Date shall be as soon as practicable after the end of the applicable Performance Period (but, in any event, shall be in the calendar year that the applicable Performance Period ends). The Shares subject to the Performance-Based Award Component of the Award shall not be earned unless and until the Administrator determines and certifies on the Determination Date the extent, if any, to which the Performance Levels have been earned following completion of the applicable Performance Period (unless the Administrator determines otherwise) and the Participant satisfies the applicable service requirement set forth in Section 3 of Schedule A. The Company shall give notice to the Participant after each Performance Period regarding the extent to which the Performance Levels were achieved and Shares subject to the Performance-Based Award Component of the Award applicable to that Performance Period have been earned.

5. Stockholder Rights. The Participant or his or her legal representatives, legatees or distributees shall not be deemed to be the holder of any Shares subject to the Award and shall not have any dividend rights (except as otherwise provided in Section 5 of Schedule A), voting rights or other rights as a stockholder unless and until (and then only to the extent that) the Award has been earned and vested and certificates for such Shares have been issued and delivered to him, her or them (or, in the case of uncertificated shares, other written evidence of ownership in accordance with Applicable Law shall have been provided).

6. Vesting of Award. Subject to the terms of the Plan and this Agreement, the Award shall be vested, and the Shares shall be distributable as provided in Section 8 herein, upon such date or dates, and subject to such conditions, as are described in this Agreement, including Section 3 of Schedule A. The Participant expressly acknowledges that the Award shall vest only upon such terms and conditions as are provided in this Agreement (including Schedule A and Schedule B) and otherwise in accordance with the terms of the Plan. Notwithstanding the foregoing, except as expressly set forth in this Agreement, the Participant shall be entitled to the greater of the benefits provided in this Agreement and any Change in

Control Agreement, Employment Agreement or any other similar agreement between the Participant and the Company (each of the foregoing, an "Individual Agreement") with respect to the terms governing the earning and vesting of the Award. Without limiting the effect of the foregoing (and subject to any Code Section 409A considerations), the Participant understands and agrees that the Administrator may delay the vesting of the Award (or portion thereof) and the issuance of the underlying Shares upon vesting of the Award in order to comply with Applicable Law, including any non-U.S. federal, state or local securities laws, or applicable policies of the Company implemented to ensure compliance with such laws (including but not limited to the insider trading provision under Section 26 and the Company's insider trading policy); provided, however, that, if the Participant solely is subject to the laws of the United States, any such delay in vesting of the Award or the issuance of Shares upon vesting of the Award shall not apply to any Shares subject to an effective Rule 10b5-1 trading plan. The Administrator has sole authority to determine whether and to what degree the Award has vested and is payable and to interpret the terms and conditions of this Agreement and the Plan.

7. Effect of Termination; Forfeiture of Award. Except as may be otherwise provided in the Plan or this Agreement (including but not limited to Schedule A), in the event that the employment or other service of the Participant is terminated (regardless of the reason for such termination and whether or not found to be invalid or in breach of Applicable Law in the jurisdiction where the Participant is rendering services or the terms of his or her employment or other service agreement, if any) and all or part of the Award has not vested as of the Termination Date pursuant to the terms of this Agreement, then the Award, to the extent not earned and vested as of the Termination Date, shall be forfeited immediately upon such termination, and the Participant shall have no further rights with respect to the Award or the Shares underlying that portion of the Award that has not yet vested. The Participant expressly acknowledges and agrees that the termination of his or her employment or other service shall (except as may otherwise be provided in this Agreement or the Plan) result in forfeiture of the Award and the Shares to the extent the Award has not vested as of his or her Termination Date. For the avoidance of doubt, if the employment or other service of the Participant is terminated prior to any scheduled vesting date, the Participant will not earn or be entitled to any pro-rated vesting for any portion of time before the respective vesting date during which the Participant was employed or otherwise providing service, nor will the Participant be entitled to any compensation for lost vesting of the Award.

For purposes of the Award (and except as otherwise required under Code Section 409A), the Termination Date occurs on the date the Participant is no longer actively providing services to the Company or any Affiliate and will not be extended by any notice period (*e.g.*, the Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under Applicable Law in the jurisdiction where the Participant is employed or otherwise providing services, or the terms of his or her employment or other service agreement, if any); the Administrator shall have the exclusive discretion to determine when the Participant is no longer actively providing services for purposes of the Award (including whether the Participant may still be considered to be providing services while on a leave of absence).

8. Settlement of Award. The Award, if vested in accordance with the terms of this Agreement, shall be payable in whole or, if permitted by the Administrator, fractional Shares. Unless the Administrator determines otherwise, the total number of whole Shares that may be acquired upon vesting of the Award (or portion thereof) shall be rounded down to the nearest whole Share. A certificate or certificates for the Shares subject to the Award or portion thereof shall be issued in the name of the Participant or his or her beneficiary (or, in the case of uncertificated shares, other written evidence of ownership in accordance with Applicable Law shall be provided) on or as soon as practicable after, but no later than the 15th day of the third calendar month following, the date the Award or portion thereof has

vested in accordance with the terms of this Agreement. In no event shall the Participant (or his or her beneficiary) be permitted, directly or indirectly, to designate the calendar year of distribution.

9. No Right of Continued Employment or Other Service. Nothing contained in this Agreement or the Plan shall confer upon the Participant any right to continue in the employment or other service of the Company or an Affiliate or interfere in any way with the right of the Company or an Affiliate to terminate the Participant's employment or other service at any time.

10. Nontransferability of Award and Shares. The Award shall not be transferable (including by sale, assignment, pledge or hypothecation) other than by will or the laws of descent and distribution. The designation of a beneficiary in accordance with the Plan (to the extent permitted by the Administrator and valid under Applicable Law) does not constitute a transfer. The Participant shall not sell, transfer, assign, pledge or otherwise encumber the Shares subject to the Award until such Shares have been issued and delivered to the Participant.

11. Responsibility for Taxes.

(a) The Participant acknowledges that, regardless of any action taken by the Company or, if different, the Affiliate for which he or she provides services (the "Service Recipient"), the ultimate liability for all income tax, excise tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable or deemed legally applicable to the Participant ("Tax-Related Items") is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Service Recipient. Further, if the Participant is subject to Tax-Related Items in more than one jurisdiction, the Participant acknowledges that the Company and/or the Service Recipient (or former service recipient, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) In connection with any relevant taxable or tax withholding event, as applicable, the Participant agrees to make adequate arrangements satisfactory to the Company and/or the Service Recipient to satisfy all Tax-Related Items. In this regard, the Participant authorizes the Company or its respective agents to satisfy their withholding obligations (if any) with regard to all Tax-Related Items by withholding Shares (including a fractional number of Shares, if permitted by the Administrator) to be issued upon settlement of the Award. In the event that the Company determines that withholding Shares is problematic under Applicable Law or has materially adverse accounting consequences, by his or her acceptance of the Award, the Participant authorizes (i) the Company and any brokerage firm determined acceptable to the Company to sell, on his or her behalf, a number of Shares (which may be whole or, if permitted by the Administrator, fractional) from those Shares issuable to the Participant as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy any withholding obligation for Tax-Related Items, (ii) the Company or the Service Recipient (subject to any Code Section 409A considerations) to satisfy their withholding obligations (if any) for Tax-Related Items by withholding from the Participant's salary, wages or other cash compensation payable to the Participant by the Company or any Affiliate, or (iii) the Company or the Service Recipient to satisfy their withholding obligations (if any) for Tax-Related Items by any other method of withholding determined by the Company and permitted by Applicable Law and the Plan. The Company may withhold or account for Tax-Related Items by considering statutory withholding amounts or other withholding rates, including maximum rates applicable in the Participant's jurisdiction(s). In the event of over-withholding, the Participant may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Shares), or if not refunded, the Participant may seek a refund from local tax authorities. In the event of under-withholding, the Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Service Recipient. If Shares are withheld, for tax purposes, the Participant will be deemed to have been issued the full number of Shares subject to the vested portion of the Award, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax-Related Items. Further, the Participant shall pay to the Company or the Service Recipient any amount of Tax-Related Items that the Company or the Service Recipient may be required to withhold as a result of his or her participation in the Plan or acquisition of Shares that cannot be satisfied by the means described above. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares if the Participant fails to comply with his or her obligations in connection with the Tax-Related Items.

(c) The Participant acknowledges that the Company and/or the Service Recipient have made no warranties or representations to the Participant with respect to the Tax-Related Items (including but not limited to income or excise tax consequences) with respect to the transactions contemplated by this Agreement, and the Participant is in no manner relying on the Company or its representatives for an assessment of such tax consequences. The Participant further acknowledges that there may be adverse tax consequences upon the vesting or settlement of the Award and/or the acquisition or disposition of the Shares subject to the Award and the receipt of any dividends, and that he or she should consult with his or her own attorney, accountant and/or tax advisor regarding the decision to enter into this Agreement and the consequences thereof. The Participant also acknowledges that the Company has no responsibility to take or refrain from taking any actions in order to achieve a certain tax result for the Participant. The Participant agrees that in no event shall the Company and/or the Service Recipient be liable for all or any portion of the taxes, penalties, interest or other expenses that may be incurred by the Participant on account of non-compliance with Code Section 409A.

12. Nature of Grant. By accepting the Award, the Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the Plan is operated and the Award is granted solely by the Company and only the Company is a party to this Agreement; accordingly, any rights the Participant may have under this Agreement may be raised only against the Company but not any Affiliate (including, but not limited to, the Service Recipient);

(c) no Affiliate (including, but not limited to, the Service Recipient) has any obligation to make any payment of any kind under this Agreement;

(d) the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future awards, or benefits in lieu of Awards, even if Awards have been granted in the past;

(e) all decisions with respect to future awards to the Participant, if any, will be at the sole discretion of the Company;

(f) the Participant’s participation in the Plan is voluntary;

(g) the Award and any Shares acquired under the Plan, and the value of and income attributable to the same, are not intended to replace any pension rights or compensation;

(h) unless otherwise agreed with the Company, the Award and any Shares acquired under the Plan, and the value of and income attributable to the same, will not be granted as consideration for, or in connection with, any service the Participant may provide as a director of any Affiliate;

(i) the Award and any Shares acquired under the Plan, and the value of and income attributable to the same, are not part of normal or expected compensation or salary for purposes of, including but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, dismissal, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar payments;

(j) the future value of the Shares underlying the Award is unknown and cannot be predicted;

(k) unless otherwise provided in the Plan, the Award and the benefits evidenced by this Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company nor be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares;

(l) no claim or entitlement to compensation or damages shall arise from forfeiture of the Award resulting from the Participant’s termination of employment or service (for any reason whatsoever whether or not later found to be invalid or in breach of Applicable Law in the jurisdiction where the Participant is employed or otherwise rendering services or the terms of his or her employment or service agreement, if any); and

(m) if the Participant is employed or otherwise providing services outside of the U.S.:

(i) the Award and any Shares acquired under the Plan, and the value of and income attributable to the same, are not part of normal or expected compensation or salary for any purpose, and in no event should be considered as compensation for, or relating in any way to, past services to the Service Recipient, the Company or any other Affiliate; and

(ii) neither the Company, the Service Recipient nor any other Affiliate shall be liable for any foreign exchange rate fluctuation between the Participant’s local currency and the U.S. dollar that may affect the value of the Award or of any amounts due to the Participant pursuant to the vesting of the Award or the subsequent sale of any Shares acquired upon vesting.

13. Data Privacy Notice and Consent. The Participant should refer to the Data Privacy Notice and Consent which is available to Participants online through the Company’s Fidelity Investments (“Fidelity”) platform, and which must be acknowledged and accepted as a condition of accepting this Agreement.

14. Administration. The authority to construe and interpret this Agreement and the Plan, and to administer all aspects of the Plan, shall be vested in the Administrator, and the Administrator shall have all powers with respect to this Agreement as are provided in the Plan, including but not limited to the sole

authority to determine whether and to what degree the Award has been earned and vested. Any interpretation of this Agreement by the Administrator and any decision made by it with respect to this Agreement is final and binding.

15. Superseding Agreement; Successors and Assigns. This Agreement supersedes any statements, representations or agreements of the Company with respect to the grant of the Award or any related rights, and the Participant hereby waives any rights or claims related to any such statements, representations or agreements. Except as may be otherwise provided in the Plan or expressly provided in this Agreement, this Agreement does not supersede or amend any existing Inventions, Confidentiality and Nonsolicitation Agreement, Noncompetition Agreement, Severance Agreement, Employment Agreement or any other similar agreement between the Participant and the Company or an Affiliate, including, but not limited to, any restrictive covenants contained in such agreements. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective executors, administrators, next-of-kin, successors and assigns.

16. Governing Law and Venue. Except as otherwise provided in the Plan or herein, this Agreement shall be construed and enforced according to the laws of the State of Delaware, without regard to the conflict of laws provisions of any state, and in accordance with applicable federal laws of the United States. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by the Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of North Carolina and agree that such litigation shall be conducted only in the courts of Guilford County, North Carolina, or the federal courts of the United States for the Middle District of North Carolina, and no other courts, such jurisdiction being where the Award is made and/or to be performed.

17. Electronic Delivery and Participation. The Company may, in its sole discretion, decide to deliver to and obtain Participant's acceptance of any documents related to the Award or future awards of Restricted Stock Units that may be granted under the Plan by electronic means or request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive and accept such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

18. Language. The Participant acknowledges that the Participant is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English, so as to allow the Participant to understand the terms of this Agreement. If the Participant has received this Agreement, or any other document related to the Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise required by Applicable Law.

19. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Award and the Shares acquired upon vesting of the Award, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

20. Amendment; Waiver. Subject to the terms of the Plan and this Agreement, this Agreement may be modified or amended only by the written agreement of the parties hereto. Notwithstanding the foregoing, the Administrator shall have unilateral authority to amend this Agreement

(without Participant consent) to the extent necessary to comply with Applicable Law or changes to Applicable Law (including but not limited to U.S. federal securities laws and Code Section 409A) or as provided in Section 19 above. The waiver by the Company of a breach of any provision of this Agreement by the Participant shall not operate or be construed as a waiver of any subsequent breach by the Participant.

21. Notices. Except as may be otherwise provided by the Plan, any written notices provided for in this Agreement or the Plan shall be in writing and shall be deemed sufficiently given if either hand delivered or if sent by fax or overnight courier, or by postage paid first class mail. Notices sent by mail shall be deemed received three (3) business days after mailed but in no event later than the date of actual receipt. Notice may also be provided by electronic submission, if and to the extent permitted by the Administrator. Notices shall be directed, if to the Participant, at the Participant's address indicated by the Company's records, or if to the Company, at the Company's principal office located in Greensboro, North Carolina, attention Corporate Treasurer, Qorvo, Inc.

22. Severability. The provisions of this Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

23. Restrictions on Award and Shares. The Company may impose such restrictions on the Award and any Shares or other benefits underlying the Award as it may deem advisable, including without limitation restrictions under U.S. federal securities laws, the requirements of any stock exchange or similar organization and any blue sky, U.S. state or non-U.S. securities laws applicable to such Award or Shares. Notwithstanding any other provision in the Plan or this Agreement to the contrary, the Company shall not be obligated to issue, deliver or transfer Shares, to make any other distribution of benefits, or to take any other action, unless such delivery, distribution or action is in compliance with Applicable Law (including but not limited to the requirements of the Securities Act). The Company may cause a restrictive legend to be placed on any certificate for Shares issued pursuant to the Award in such form as may be prescribed from time to time by Applicable Law or as may be advised by legal counsel.

24. Counterparts; Further Instruments. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties hereto agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Agreement.

25. Compliance with Recoupment, Ownership and Other Policies or Agreements. As a condition to receiving the Award, the Participant agrees that he or she shall abide by all provisions of any equity retention policy, compensation recovery policy, stock ownership guidelines and/or other similar policies maintained by the Company, each as in effect from time to time and to the extent applicable to the Participant from time to time. In addition, the Participant shall be subject to such compensation recovery, recoupment, forfeiture, or other similar provisions as may apply at any time to the Participant under Applicable Law. Without limiting the generality of the foregoing, the Participant acknowledges and agrees to abide by the terms of the Company's Compensation Recoupment Policy, as in effect from time to time (the "Financial Restatement Policy"), including, without limitation, by returning any Erroneously Awarded Compensation (as defined in the Financial Restatement Policy) to the Company to the extent required by, and in a manner consistent with, the Financial Restatement Policy, regardless of whether the Participant received such Erroneously Awarded Compensation under the Plan, the Company's Short-Term Incentive Plan, the Company's Cash Bonus Plan or any other plan of the Company or any of its Affiliates pursuant to which the Participant received Erroneously Awarded Compensation. Furthermore,

in the event that any Erroneously Awarded Compensation is subject to recovery from the Participant pursuant to the Financial Restatement Policy, the Participant hereby consents to withholding by the Company or any other Affiliate of the Participant's salary, wages or any other cash or equity-based compensation payable to the Participant by the Company or any Affiliate.

26. Insider Trading/Market-Abuse Laws. The Participant acknowledges that the Participant may be subject to insider trading restrictions and/or market-abuse laws, which may affect the Participant's ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares, or rights linked to the value of Shares during such times as the Participant is considered to have "inside information" regarding the Company (as defined by the laws or regulations in the Participant's country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant places before possessing inside information. Furthermore, the Participant could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. The Participant understands that third parties include fellow employees.

Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider-trading policy. The Participant is responsible for complying with any applicable restrictions, and should speak to the Participant's personal legal advisor for further details regarding any applicable insider-trading and/or market-abuse laws in the Participant's country.

27. Foreign Asset/Account Reporting Requirements. The Participant acknowledges that there may be certain foreign asset and/or account reporting requirements which may affect his or her ability to acquire or hold the Shares acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on the Shares acquired under the Plan) in a brokerage or bank account outside his or her country. The Participant may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. The Participant also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to his or her country through a designated bank or broker within a certain time after receipt. The Participant acknowledges that it is his or her responsibility to be compliant with such regulations, and the Participant should speak to his or her personal advisor on this matter.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Company and by the Participant effective as of the Effective Date stated herein.

QORVO, INC.

By: ______________________

Robert A. Bruggeworth
President and Chief Executive Officer

[Signature Page of Participant to Follow on Schedule A/Grant Letter]

Qorvo, Inc.
Amended and Restated 2022 Stock Incentive Plan Restricted Stock Unit Agreement
(Performance-Based and Service-Based Retention Award) Schedule A/Grant Letter

1. Award Opportunity.

(a) Pursuant to the terms and conditions of the Company's Amended and Restated 2022 Stock Incentive Plan, as it may be further amended (the "Plan"), and the Restricted Stock Unit Agreement (Performance-Based and Service-Based Retention Award) attached hereto (the "Agreement"), you (the "Participant") are hereby granted an award for the number of shares of Common Stock (the "Shares") as may be determined pursuant to this Section 1, comprised of (i) service-based Restricted Stock Units (the "Service-Based Award Component") and (ii) performance-based Restricted Stock Units (the "Performance-Based Award Component" and, together with the Service-Based Award Component, the "Award"). Unless otherwise defined herein, capitalized terms in this Schedule A shall have the same definitions as set forth in the Agreement and the Plan.

(b) The vesting terms applicable to each of the Service-Based Award Component and the Performance-Based Award Component are described in Section 3 below. No Shares will be issued in respect of, and no portion of the Performance-Based Award Component will vest pursuant to, the Performance-Based Award Component in respect of a Performance Period unless the Performance Objective for such Performance Period is met at the Threshold Performance Level during the applicable Performance Period. The Performance Level applicable to the Performance Objective (if any) attained in respect of each Performance Period results in a percentage of the Target number of Shares for such Performance Objective shown in Section 1(c) below (the "Target") to be earned in respect of such Performance Period. To the extent that a Performance Level for the Performance Objective is attained in respect of a Performance Period, subject to satisfaction of the applicable service requirement in Section 3 below, the Participant shall be issued one-half of the Shares equal to the Target for such Performance Objective in respect of such Performance Period multiplied by a percentage of such Target based on the applicable Performance Level attained, as determined by the Administrator in its sole discretion in accordance with Schedule B. If the Performance Objective is met at the Maximum Performance Level, the Participant shall be issued the Maximum Number of Shares for such Performance Objective shown in Section 1(c) below. If the Company's performance for any Performance Period is between the Target Performance Level and the Maximum Performance Level for the Performance Objective (as determined in accordance with Schedule B), a percentage of Shares in respect of such Performance Period ranging from the Target Number of Shares to the Maximum Number of Shares will be eligible to be earned, with linear interpolation applied if performance is between Performance Levels. Shares shall not be issued for the Performance Objective until following the end of the applicable Performance Period and then only if the terms and conditions described in the Agreement have been met. The actual number of Shares which may be subject to the Performance-Based Award Component shall be as provided in Section 1(c) below and Schedule B. In each case, vesting of the applicable portion of the Performance-Based Award Component and issuance of the Shares is subject to the satisfaction of the applicable service requirement set forth in Section 3 below.

(c) Total Number of Shares Potentially Subject to Performance-Based Award Component:

Target Number of Shares (50% of Target)

Threshold Number of Shares (0% of Target)

Maximum Number of Shares (100% of Target): 9,618.

(d) The Performance Objective must be met, if at all, during the applicable Performance Period, as described in Schedule B. The Performance Objective shall not be considered as met until the Administrator determines and certifies the attainment of the Performance Objective. The Administrator has sole discretion to determine if, and to what extent, each Performance Objective is met and to interpret the other terms and conditions of the Agreement.

2. Performance Objective. The Performance Objective for the applicable Performance Period pursuant to the Agreement shall be as stated in Schedule B, attached hereto, the terms of which shall be incorporated in and constitute a part of the Agreement.

3. Vesting of Award. The Award shall vest as follows:

(a) *Service-Based Award Component*: The Service-Based Award Component shall be vested with respect to fifty percent (50%) of the Shares subject thereto on each of the first two anniversaries of the Grant Date, subject to the continued employment or other service of the Participant with the Company or an Affiliate through each such vesting date.

(b) *Performance-Based Award Component*: The portion of the Performance-Based Award Component that is earned in respect of a Performance Period based on the Performance Level attained shall vest on the Determination Date, subject to the continued employment or other service of the Participant with the Company or an Affiliate through such vesting date. For the avoidance of doubt, no portion of the Performance-Based Award Component shall be eligible to vest in connection with or following the Participant's termination of employment or service for any reason, including as may be set forth in the Plan or an Individual Agreement.

4. Change of Control. Notwithstanding Sections 1 and 3 of Schedule A, in the event of a Change of Control, notwithstanding anything to the contrary in a definitive agreement(s) pursuant to which such Change of Control shall occur, the Award shall be assumed by and converted into an award of the acquiror or successor (or any parent thereof) in such Change in Control and shall remain subject to the terms and conditions of this Agreement, including that the Performance Objectives shall remain eligible to become earned in accordance with Schedule B. Notwithstanding the foregoing, if the Participant's employment or service is terminated by the Company and its Affiliates without Cause or by the Participant with Good Reason within six months before or one year after (or such other period after a Change of Control as may be stated in the Participant's Individual Agreement) the effective date of a Change of Control, any outstanding and unvested portion of the Service-Based Award Component shall automatically fully vest effective as of the date of the Participant's Termination Date, and any outstanding and unvested portion of the Performance-Based Award Component shall be forfeited for no consideration.

5. Dividends. If at any time after the Effective Date the Company pays a dividend with respect to any Shares subject to the Award (to the extent that the Award is not then vested), such dividends shall be subject to the same performance, vesting, forfeiture, and other terms, conditions and restrictions as the Shares subject to the Award and shall be paid to the Participant in accordance with Section 8 of the Agreement if and to the extent the underlying Shares are earned in that Performance Period and become vested in accordance with this Schedule A.

[Signature Page to Follow]

Exhibit 10.1

By signing below or accepting the Award electronically (using such procedures as required by the Company, including an online acceptance process through a website maintained by the Company or an agent designated by the Company), I, the Participant, hereby acknowledge receipt of this Grant Letter and the Agreement. I understand that the provisions of Schedule A and Schedule B are incorporated by reference into the Agreement and constitute a part of the Agreement. By signing below or accepting the Award electronically (using such procedures as required by the Company, including an online acceptance process through a website maintained by the Company or an agent designated by the Company), I further agree to be bound by the terms of the Plan and the Agreement, including but not limited to the terms of Schedule A and Schedule B contained herein.

I acknowledge that, if I have not affirmatively accepted or rejected the Award at least sixty (60) days prior to the first vesting date, I am deemed to have accepted the Award and the terms and conditions set forth in the Agreement, including but not limited to the terms of Schedule A and Schedule B, and the Plan. If I reject the Award, the Award will be cancelled and no benefits from the Award nor any compensation or benefits in lieu of the Award will be provided to me.

Signed by:
Philip Chesley
CD57B67CE37A427...

Signature: __

Date: June 29, 2026

Note: If there are any discrepancies in the name shown above, please contact the Treasury Department at qorvotreasury@qorvo.com. Please retain a copy of the Agreement, including this Grant Letter, for your files.

Exhibit 10.1

Qorvo, Inc.
Amended and Restated 2022 Stock Incentive Plan Restricted Stock Unit Agreement
(Performance-Based and Service-Based Award for Senior Officers—Multi-Year Performance Objectives)
Schedule B

Performance Periods, Performance Objectives and Performance Levels

1. Performance Periods.

There are two Performance Periods for purposes of the Performance-Based Award Component:

Fiscal Year 2027
Fiscal Year 2028

The Performance Periods for each of the two years begins on the first day of the applicable Fiscal Year and ends on the last day of the applicable Fiscal Year.

One-half (1/2) of the Shares subject to the Performance-Based Award Component shall be eligible to be earned in respect of each Performance Period. To the extent that Shares subject to the Performance-Based Award Component are not earned in respect of a Performance Period, they will be forfeited and cannot be earned in respect of a later Performance Period.

The Performance Objective for each Performance Period applicable to the Performance-Based Award Component is given in the below table. In order for any of the Shares subject to the Performance-Based Award Component to be earned in respect of the Performance Objective, the Performance Objective must reach at least the Threshold percentage, as determined by the Administrator in its sole discretion, for the applicable Performance Period.

2. Performance Objective.

One hundred percent (100%) of the Shares subject to the Performance-Based Award Component are eligible to be earned based on the organic growth in the revenue attributable to the Company’s High Performance Analog business (not taking into account any growth attributable to a Change in Control, as determined by the Administrator in its sole discretion).

Fiscal Year	**Threshold**	**Target**	**Maximum**
FY 2027	<15%	15%	≥20%
FY 2028	<15%	15%	≥20%

Exhibit 22

List of Subsidiary Guarantors

The 4.375% Senior Notes due 2029 and the 3.375% Senior Notes due 2031 are guaranteed, jointly and severally, on an unsecured basis, by the following 100% owned subsidiaries of Qorvo, Inc., a Delaware corporation, as of June 27, 2026:

Entity	Jurisdiction of Incorporation or Organization
Amalfi Semiconductor, Inc.	Delaware
RFMD, LLC	North Carolina
Qorvo US, Inc.	Delaware
Qorvo Texas, LLC	Texas
Qorvo Oregon, Inc.	Oregon

EXHIBIT 31.1

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

I, Robert A. Bruggeworth, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Qorvo, 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(s) 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(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 28, 2026

/s/ ROBERT A. BRUGGEWORTH
Robert A. Bruggeworth
President and Chief Executive Officer

EXHIBIT 31.2

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

I, Grant A. Brown, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Qorvo, 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(s) 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(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: July 28, 2026

/s/ GRANT A. BROWN

Grant A. Brown
Senior Vice President and Chief Financial Officer

EXHIBIT 32.1

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

I, Robert A. Bruggeworth, President and Chief Executive Officer of Qorvo, Inc. (the “Company”), certify pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that, to my knowledge:

(1) the Quarterly Report on Form 10-Q of the Company for the fiscal quarter ended June 27, 2026 (the “Report”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

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

/s/ ROBERT A. BRUGGEWORTH
Robert A. Bruggeworth
President and Chief Executive Officer

July 28, 2026

EXHIBIT 32.2

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

I, Grant A. Brown, Senior Vice President and Chief Financial Officer of Qorvo, Inc. (the “Company”), certify pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that, to my knowledge:

(1) the Quarterly Report on Form 10-Q of the Company for the fiscal quarter ended June 27, 2026 (the “Report”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

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

/s/ GRANT A. BROWN

Grant A. Brown
Senior Vice President and Chief Financial Officer

July 28, 2026