



IN THE COMPETITION
APPEAL TRIBUNAL

Case No: 1382/7/7/21

BETWEEN:

CONSUMERS' ASSOCIATION

Class Representative

- v -

QUALCOMM INCORPORATED

Defendant

ORDER (CSAO)

UPON the making of an order dated 4 July 2022, pursuant to section 47B of the Competition Act 1998 (the **1998 Act**) and Rules 77 and 80 of the Competition Appeal Tribunal Rules 2015 (the **CAT Rules**), that Consumers' Association be authorised to act as class representative to continue these collective proceedings on an opt-out basis (the **CPO**)

AND UPON the CPO specifying a deadline of 15 November 2022 by when (i) persons satisfying the class definition (such persons being defined as **Class Members**) who were domiciled within the UK as of 17 May 2022 (the **Domicile Date**) had to notify an intention to opt out; and (ii) Class Members who were domiciled outside the UK as of the Domicile Date had to notify an intention to opt in

AND UPON those Class Members who did not opt out as well as those who opted in, being referred to as the **Represented Persons**

AND UPON the Class Representative and the Defendant entering a collective settlement and release agreement dated 13 February 2026 (the **Settlement Agreement**)

AND UPON the Class Representative and the Defendant making a joint application dated 13 February 2026, pursuant to Rule 94 of the CAT Rules, for a collective settlement approval order (the **CSAO Application**)

AND UPON the Tribunal considering the CSAO Application, the terms of the Settlement Agreement, and the supporting evidence

AND UPON the Settlement Tribunal hearing the parties' submissions at a hearing on 18 May 2026

AND UPON the Settlement Tribunal's judgment dated 10 June 2026 ([2026] CAT 50) granting the CSAO Application subject to the Settlement Agreement being amended to the draft form proposed by the parties on 20 May 2026 (the **Amended Settlement Agreement**) (the **Collective Settlement**)

AND UPON the Class Representative and the Defendant entering into the Amended Settlement Agreement on 16 June 2026, as appended at Annex 2 of this Order

AND UPON any Represented Person who: (i) was domiciled in the United Kingdom on the Domicile Date and who does not opt out of the Collective Settlement pursuant to paragraph 5 of this Order; or (ii) was not domiciled in the United Kingdom on the Domicile Date but who opted into these collective proceedings by the 15 November 2022 deadline, and who opts into the Collective Settlement pursuant to paragraph 6 of this Order, being referred to as a **CSAO Represented Person**

AND UPON the Tribunal being satisfied that the terms of the Collective Settlement are just and reasonable

IT IS ORDERED THAT:

Approval of the Collective Settlement

1. Pursuant to section 49A(5) of the 1998 Act, the Collective Settlement is approved on the terms of the Amended Settlement Agreement.

Settlement Sum

2. Pursuant to the Amended Settlement Agreement, there shall be no payment by the Defendant.

Discontinuance of the collective proceedings and release of claims

3. These collective proceedings against the Defendant shall be discontinued upon the terms of the Amended Settlement Agreement, except for the purpose of enforcing those terms and this Order.
4. Pursuant to the Amended Settlement Agreement, any and all Claims (as defined in the Amended Settlement Agreement) brought by any CSAO Represented Person against the Defendant and Qualcomm Related Parties (as defined in the Amended Settlement Agreement) are fully and forever discharged.

Opting out and opting in

5. Any Represented Person who was domiciled in the United Kingdom on the Domicile Date may opt out of the Collective Settlement by giving the Class Representative notice of their decision to opt out in accordance with the collective settlement notice appended at Annex 1 of this Order (the **CSAO Notice**) and by no later than 1 month after the date of publication of the CSAO Notice to be published pursuant to paragraph 8 of this Order.
6. Any Represented Person who was not domiciled in the United Kingdom on the Domicile Date may opt in to the Collective Settlement by giving the Class Representative notice of their decision to opt in, in accordance with the attached CSAO Notice and by no later than 1 month after the date of publication of the CSAO Notice.

Costs

7. Pursuant to the Amended Settlement Agreement, each of the parties shall bear its own costs, fees or other expenses of whatever nature incurred by it in connection with these collective proceedings, including any future costs incurred by the parties incidental to the negotiation, preparation, execution and carrying into effect of the Amended Settlement Agreement and CSAO Application (including the costs incurred in connection with steps taken following the Tribunal's approval of the CSAO Application, such as notification, and relating to this Order), save in respect of any costs, fees or other expenses of whatever nature that may be incurred by the parties in enforcing the terms of the Amended Settlement Agreement and as otherwise expressly provided in the Amended Settlement Agreement.

Notification

8. The Class Representative shall publicise this Order using the attached CSAO Notice approved by the Tribunal and in accordance with the CSAO Application, within 7 days of the date of this Order.

Liberty to apply

9. There be liberty for each party to the Amended Settlement Agreement to apply for the purpose of enforcing the terms of the Amended Settlement Agreement without the need to bring a new claim.

Mr Hodge Malek KC
Chair of the Competition Appeal Tribunal

Made: 23 June 2026
Drawn: 23 June 2026

ANNEX 1 – CSAO NOTICE

ANNEX 2 – AMENDED SETTLEMENT AGREEMENT

Competition Appeal Tribunal Case No.: 1382/7/7/21

Consumers' Association v Qualcomm

Consumers who bought certain Apple or Samsung smartphones between 1 October 2015 and 9 January 2024 may be covered by a collective settlement. This settlement does not involve the payment of any compensation to affected consumers.

THIS NOTICE

This is a legal notice concerning a collective settlement, the details of which are summarised below. This notice is published at the direction of the UK Competition Appeal Tribunal (the "**Tribunal**") which granted a Collective Proceedings Order on 4 July 2022 ("**CPO**") in favour of Consumers' Association (referred to as "**Which?**" or the "**Class Representative**") to bring proceedings against Qualcomm Incorporated (the "**Defendant**") arising from an alleged abuse of a dominant position relating to the Defendant's sale of smartphone chipsets, and the licensing of intellectual property related to its technology (the "**Claim**"). Trial took place from October to November 2025.

This notice may be relevant to you if you are someone who falls within the class defined in the CPO (the CPO includes definitions relating to "**Class**" and the "**Class Definition**", with members of the Class referred to as "**Class Members**"):

All Consumers who purchased one or more Affected Products in the United Kingdom during the period between 1 October 2015 and 9 January 2024.

For the purposes of the Class Definition set out above:

"Consumers" means natural persons who purchased Affected Products other than wholly for business use. Where a consumer has died since the date of purchase, the representative of his or her estate is considered to be a Consumer for the purposes of this definition. For the avoidance of doubt, any consumer who died on or before 18 February 2021 and whose purchases of Affected Products all pre-date 24 December 2015 is not part of the Class nor is his or her personal representative on their behalf.

"Affected Products" are LTE-enabled smartphone models included on the list at **Appendix A of this notice**, or any subsequent LTE-enabled smartphone models (excluding 5G/5G NR-enabled models) manufactured by, for, or on behalf of Apple Inc. or Samsung Electronics Co. Limited or any member of their respective corporate groups.

A copy of the CPO can be viewed online at www.smartphoneclaim.co.uk.

This notice relates to a collective settlement (the "**Settlement**") agreed between the Class Representative and the Defendant (together, the "**Parties**"). The Parties were required under Rule 94 of the Tribunal Rules 2015 (which can be viewed online at www.catribunal.org.uk/rules-and-guidance), to seek the Tribunal's approval of the Settlement. Further to the Parties' application dated 13 February 2026, the Tribunal ruled on 10 June 2026 that the terms of the Settlement are "just and reasonable" (the "**Tribunal's Ruling**"). A copy of the Tribunal's

judgment can be viewed online at: [1382/7/7/21 Consumers' Association v Qualcomm Incorporated - Judgment \(CSAO\) | 10th June 2026](#).

This notice is for your information so that you can consider whether you wish to opt-out of the Settlement.

Full copies of the Tribunal's Ruling and of the application made to the Tribunal regarding the Settlement can be viewed online at www.smartphoneclaim.co.uk, along with other information about the Claim.

THE SETTLEMENT

Importantly, the Settlement does not involve the payment of any compensation to Class Members.

The Settlement requires these proceedings to be discontinued, with each party bearing its own costs, and for a statement from the Class Representative to the effect that, having reviewed all the evidence and the arguments advanced at trial, the Class Representative considers that the Tribunal will accept the Defendant's Defence to the Claim. The full statement is appended at **Appendix B** and is also available to view online at www.smartphoneclaim.co.uk.

RIGHT TO OPT-OUT OF THE SETTLEMENT

If you fall within the Class Definition set out above, were a UK resident on 17 May 2022, and want to "opt-out" of the Settlement – i.e. be removed from the Class, send an email to: forms@smartphoneclaim.co.uk. Include the following statement in your email "I want to opt-out of the collective claim against Qualcomm, Case No. 1382/7/7/21", along with your full name, postal address, email address and telephone number.

You do not have to give a reason for opting-out. To be processed, your opt-out email must be received by [CSAO notice date + 1 month]. Once your opt-out is received and processed, you will be sent an acknowledgement by email. If you wish to opt-out after this date, you will have to write directly to the Tribunal to seek approval.

If you have not 'opted out', your claim against the Defendant in these proceedings will be finally resolved by this Settlement, and you will not be able to bring another claim against the Defendant in relation to the conduct alleged in these proceedings.

Should any Class Member have questions about the above, it can contact the Class Representative by completing the form at www.smartphoneclaim.co.uk/contact.

APPENDIX A - LIST OF AFFECTED PRODUCTS

Samsung handsets			
Galaxy A10	Galaxy J3 (2016)	Galaxy S6	Galaxy M31s
Galaxy A2 Core	Galaxy J3 (2017)	Galaxy S6 Edge	Galaxy Note 10 Lite
Galaxy A20e	Galaxy J4	Galaxy S6 Edge+	Galaxy S20+
Galaxy A3 (2015)	Galaxy J4+	Galaxy S7	Galaxy A21
Galaxy A3 (2016)	Galaxy J5 (2015)	Galaxy S7 Edge	Galaxy M11
Galaxy A3 (2017)	Galaxy J5 (2016)	Galaxy S8	Galaxy A02
Galaxy A30s	Galaxy J5 (2017)	Galaxy S8+	Galaxy Note 20
Galaxy A40	Galaxy J6	Galaxy S9	Galaxy A41
Galaxy A5 (2015)	Galaxy J6+	Galaxy S9+	Galaxy S10 Lite
Galaxy A5 (2016)	Galaxy J7 (2016)	Galaxy X Cover 3	Galaxy Note20 Ultra
Galaxy A5 (2017)	Galaxy J7 (2017)	Galaxy X Cover 4	Galaxy M21s
Galaxy A50	Galaxy J8	Galaxy X Cover 4S	Galaxy A01 Core
Galaxy A6	Galaxy M10	Galaxy A12	Galaxy M01
Galaxy A6+	Galaxy M20	Galaxy A21s	Galaxy M31 Prime
Galaxy A60	Galaxy Note 10	Galaxy M51	Galaxy S20 Ultra
Galaxy A7 (2018)	Galaxy Note 10+	Galaxy A31	Galaxy M01s
Galaxy A70	Galaxy Note 4	Galaxy M12	Galaxy M01 Core
Galaxy A8 (2018)	Galaxy Note 8	Galaxy M31	Galaxy X Cover Pro
Galaxy A8+ (2018)	Galaxy Note 9	Galaxy A02s	Galaxy Z Flip
Galaxy A80	Galaxy S10	Galaxy S20 FE	Galaxy J2 Core (2020)
Galaxy A8s	Galaxy S10+	Galaxy S20	Galaxy A01
Galaxy A9 (2018)	Galaxy S10e	Galaxy A11	Galaxy A71
Galaxy Core Prime	Galaxy S4 Mini	Galaxy M21	Galaxy A51
Galaxy Grand Prime VE	Galaxy S5 Mini	Galaxy M02	Galaxy M30s
Galaxy J2 Pro (2018)	Galaxy S5 Neo	Galaxy M02s	Galaxy A20s
			Galaxy X Cover FieldPro
Galaxy A03	Galaxy A22	Galaxy A32	Galaxy XCover 5
Galaxy A03s	Galaxy A52	Galaxy M22	Galaxy A13 (2022)
Galaxy A72	Galaxy M32		
Galaxy A04s	Galaxy A12 Nacho	Galaxy F41	Galaxy A9 2016
Galaxy A23	Galaxy A13	Galaxy F62	Galaxy Ace 4 4G

Galaxy M13	Galaxy A20	Galaxy Fold	Galaxy Alpha
Galaxy A14	Galaxy A24 4G	Galaxy M04	Galaxy J1 4G
Galaxy A05s	Galaxy A30	Galaxy M10s	Galaxy J1 (2016)
Galaxy A04	Galaxy A70s	Galaxy M21 2021	Galaxy K Zoom 4G
Galaxy A04e	Galaxy F04	Galaxy M30	Galaxy Note 7
Galaxy A03 Core	Galaxy F12	Galaxy M40	Galaxy Note Edge
Galaxy A10e	Galaxy F13	Galaxy M62	Galaxy S4
Galaxy A10s	Galaxy F22	Galaxy A7 (2016)	Galaxy S5
Apple handsets			
iPhone 5s	iPhone 7	iPhone X	iPhone 11
iPhone 6	iPhone 7 Plus	iPhone XR	iPhone 11 Pro
iPhone 6 Plus	iPhone 8	iPhone XS	iPhone 11 Pro Max
iPhone 6s	iPhone 8 Plus	iPhone XS Max	
iPhone 6s Plus	iPhone SE	iPhone SE 2	

Where a handset model is available in both 4G/LTE and 5G versions (e.g. the Samsung A22, as distinct from the Samsung A22 5G), only the 4G/LTE version is an Affected Product. For the avoidance of doubt, and consistent with the definition of Affected Products, no 5G-enabled handset models have been included.

APPENDIX B – STATEMENT FROM THE CLASS REPRESENTATIVE

The Tribunal has approved the parties' agreement pursuant to which the Class Representative applied to the Tribunal for permission to withdraw the proceedings in their entirety. Qualcomm will not make any payment to the Class Representative or the Class as a result of this agreement. The approval of the Class Representative's application by the Tribunal has concluded the claim against Qualcomm. This agreement was reached between the parties because the Class Representative has concluded, based on the evidence, and the arguments at trial, that the Tribunal will find that:

(a) Qualcomm did not coerce Apple, Apple's Contract Manufacturers (CMs), or Samsung to sign any patent licenses or chipset agreements;

(b) Qualcomm did not leverage its position as a chipset supplier to coerce Apple, Apple's CMs, or Samsung to agree to any licensing terms; and

(c) Qualcomm's licensing and chipset practices did not infringe competition laws, did not result in inflated royalties, and did not lead to an increase in prices consumers paid for their mobile phones.

DATED 16 JUNE 2026

(1) CONSUMERS' ASSOCIATION (WHICH?)

-and-

(2) QUALCOMM INCORPORATED

SETTLEMENT AGREEMENT AND RELEASE

THIS AGREEMENT (the "Agreement") is made on 16 June 2026

BETWEEN:

(1) **CONSUMERS' ASSOCIATION**, a company incorporated in England with its registered address at 2 Marylebone Road, London, NW1 4DF, England, in its capacity as class representative pursuant to the Collective Proceedings Order made on 4 July 2022, for and on behalf of the Class as defined in this Agreement (referred to as "**Which?**" or the "**Class Representative**");

AND

(2) **QUALCOMM INCORPORATED**, a public corporation validly organized and existing under the laws of Delaware, USA and having its principal office at 5775 Morehouse Drive, San Diego, California 92121 USA (referred to as "**Qualcomm**").

Each of the above being a "**Party**" and together the "**Parties**".

WHEREAS

- (A) Qualcomm is a leading telecommunications company whose principal activities include the development, design and sale of smartphone chipsets, and the licensing of intellectual property related to its technology.
- (B) Which? is a leading not-for-profit consumer organisation in the United Kingdom, acting as a funded class representative in the Proceedings (as defined below).
- (C) On 18 February 2021, Which? filed an application against Qualcomm in the Tribunal (as defined below) to allow it to bring proceedings as opt-out collective proceedings under section 47B of the Competition Act 1998, under Tribunal case number 1382/7/7/21 (the "**Proceedings**").
- (D) On 4 July 2022, the Tribunal made a collective proceedings order which certified the Proceedings as collective proceedings and authorised Which? to act as the class representative (the "**Collective Proceedings Order**").
- (E) The Parties were engaged in a trial on liability held between 6 October and 4 November 2025 (the "**Trial**"), in respect of which the Tribunal's judgment remains pending.
- (F) Qualcomm denies all and any liability to the Class (as defined below) as a whole and any Represented Persons (as defined below) and, in particular, that it held a dominant position in any relevant market(s) as alleged or at all; that its conduct constituted an abuse of a dominant position and that its conduct caused loss or damage to the Class, Qualcomm's customers, and/or Qualcomm's licensees.
- (G) Which? has at all times had regard to and considers it has acted in good faith in accordance with: (i) its overriding duty to act in the interests of the Class pursuant to the Tribunal Rules (as defined below); and (ii) its obligations to the Funder (as defined below) under its litigation funding agreement (as amended and restated from time to time) and to its insurers under the relevant after-the-event insurance policies.
- (H) Which? has agreed to withdraw the Proceedings on terms that the Parties have reached a full and final agreement providing for (i) the discontinuance of the Proceedings without any payment by Qualcomm; (ii) each Party to bear its own costs; and (iii) the liability in respect of any third party costs awarded against either Party to be borne by the Class Representative in the terms set out at Clause 9.2 below; with (iv) as far as it is legally able to, full release, forever discharge and irrevocable waiver, in the terms set out in Clause 4 below, in respect of any Claims (as

defined below) that the Class Representative for itself and on behalf of any Represented Persons may or could have against Qualcomm and Qualcomm Related Parties (as defined below); subject to the approval of any Settlement Approval Application (as defined below) and grant of a CSAO (as defined below) on that basis by the Tribunal.

- (I) The parties have agreed to include Which?'s Statement (as defined below) as part of any Settlement Approval Application for determination by the Tribunal.
- (J) Having regard to all relevant considerations, including the stage the Proceedings have reached, and the matters set out in the Statement, Which? considers that withdrawal of the Proceedings on the terms set out in this Agreement is in the interest of the Class.

In consideration of the mutual promises provided in this Agreement, and the sufficiency of which are hereby acknowledged, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

"Claims" means causes of action, claims, counterclaims, liabilities, rights, demands, debts and set-offs in relation to any breach of competition or antitrust law, whether in this jurisdiction or any other, whether or not presently known to any Party or to the law, in respect of the period between 1 October 2015 and 9 January 2024 including but not limited to claims arising from rights acquired from third parties, and whether in law or equity, that the Class Representative or any Represented Person (i) asserted in the Proceedings or (ii) could have asserted at any time in the Proceedings in accordance with the Collective Proceedings Order or in any other forum, and arising out of or relating to the following (as pleaded in Qualcomm's Re-Re-Amended Defence dated 15 May 2025 and the Re-Re-Re-Amended Claim Form dated 10 January 2024):

- (A) Qualcomm's practice of licensing its cellular patents to Original Equipment Manufacturers ("**OEMs**") at the end-device level;
- (B) Qualcomm's practice of not seeking to license rival cellular baseband chipset ("**chipset(s)**") suppliers that have manufactured and/or supplied their chipsets using Qualcomm's standardised innovations;
- (C) Qualcomm's practice of requiring OEMs to obtain a licence to practise Qualcomm's cellular Standard Essential Patents before purchasing chipsets from Qualcomm;
- (D) Qualcomm's alleged practice of requiring any OEM wishing to purchase chipsets from Qualcomm to take a separate licence permitting it to use Qualcomm's associated SEPs on the terms demanded; using threats to cut off or actually cutting off OEM's supply of chipsets; and withholding sample chipsets, revoking technical support and/or delaying software implementation as a means of securing OEMs' agreement to take licences under its SEPs on Qualcomm's preferred terms; and
- (E) Qualcomm's alleged practice of refusing to license its SEPs to competing chipset manufacturers on an exhaustive basis,

including any claim for interest or costs, as between the Parties. For the avoidance of doubt, Claims does not include the costs claims of third parties arising from the Proceedings.

"Claim Website" means <https://www.smartphoneclaim.co.uk>.

"Class" has the meaning set out in paragraph 4 of the Collective Proceedings Order.

“**CSAO**” means an opt-out collective settlement approval order made by the Tribunal, pursuant to Rule 94 of the Tribunal Rules.

“**Funder**” means Augusta Pool 1 Limited of Whiteley Chambers, Don Street, St Helier, Jersey JE2 4TR (with company number 129303).

“**Primary Terms**” means the terms in Clause 6.3.

“**Qualcomm Related Parties**” means Qualcomm’s associated companies, subsidiaries, assigns, transferees, representatives, principals, agents, officers and directors or any of them from time to time.

“**Represented Persons**” means members of the Class who, in accordance with Rule 82 of the Tribunal Rules: (i) have not opted out of the Proceedings; or (ii) if not domiciled in the United Kingdom at the domicile date in the Proceedings (i.e. 17 May 2022), have opted into the Proceedings.

“**Statement**” means the following statement:

“The parties have reached agreement pursuant to which the Class Representative will now apply to the Tribunal for permission to withdraw the Proceedings in their entirety. Qualcomm will not make any payment to the Class Representative or the Class as a result of this agreement (which remains subject to the Tribunal’s approval). The approval of the Class Representative’s application by the Competition Appeal Tribunal will conclude the claim against Qualcomm. This agreement has been reached between the parties because the Class Representative has concluded, based on the evidence, and the arguments at trial, that the Tribunal will find that:

(a) Qualcomm did not coerce Apple, Apple’s Chipset Manufacturers (CMs), or Samsung to sign any patent licences or chipset agreements;

(b) Qualcomm did not leverage its position as a chipset supplier to coerce Apple, Apple’s CMs, or Samsung to agree to any licensing terms; and

(c) Qualcomm’s licensing and chipset practices did not infringe competition laws, did not result in inflated royalties, and did not lead to an increase in prices consumers paid for their mobile phones.”

“**Settlement Approval Application**” means any joint application on behalf of the Parties for a CSAO, pursuant to Rule 94 of the Tribunal Rules and for the purpose of giving full effect to the provisions of this Agreement.

“**Tribunal**” means the United Kingdom Competition Appeal Tribunal.

“**Tribunal Rules**” means the Competition Appeal Tribunal Rules 2015 (SI 2015 No. 1648).

1.2. Unless the context otherwise requires:

(a) the headings in this Agreement are for ease of reference only and do not affect its interpretation;

(b) a reference to “including” or “includes” does not limit the scope of the words preceding it;

(c) the singular includes the plural and vice versa;

(d) references to sub-clauses or clauses are to sub-clauses or clauses of this Agreement; and

- (e) references to legislation include any modification or re-enactment thereof which are in force at the time of this Agreement becoming effective.

2. CONDITIONS PRECEDENT

- 2.1. The Parties have agreed terms for the full and final settlement of the Proceedings and wish to set out those terms of settlement in this Agreement on a binding basis, subject to:
 - (a) the Tribunal approving the settlement and making a CSAO; and
 - (b) the Tribunal not issuing its draft judgment in respect of liability for the Claims following the Trial.

3. NO ADMISSION

- 3.1. The Parties agree that this Agreement is entered into without any admission of liability by Qualcomm, and that Qualcomm denies that the Represented Persons, any other member of the Class, Qualcomm's customers and/or Qualcomm's licensees have suffered any loss or damage as a result of the conduct alleged or challenged by the Class Representative in the Proceedings, including without limitation in relation to Qualcomm's chipset supply practices, Qualcomm's licensing practices, and the Claims.
- 3.2. The Parties agree that neither:
 - (a) this Agreement;
 - (b) any statement made by, or correspondence between, the Parties in the negotiation of this Agreement;
 - (c) any document included in any Settlement Approval Application; nor
 - (d) any statement made by, or correspondence between, the Parties in relation to any Settlement Approval Application, including the Statement referred to in Clauses 5.2 and 6.2;

shall be deemed, construed or relied on as an admission by or evidence against Qualcomm or evidence of the truth of any allegation against Qualcomm.

4. RELEASE AND WAIVER

- 4.1. In consideration of Qualcomm agreeing to bear its own costs in accordance with Clause 9.1 of this Agreement, upon satisfaction of the conditions precedent of Clause 2.1 of this Agreement, and as far as it is legally able to, the Class Representative shall for itself and on behalf of any Represented Persons, fully release, forever discharge and irrevocably waive all or any Claims that the Class Representative, for itself and on behalf of any Represented Persons, may or could have against Qualcomm and Qualcomm Related Parties, including any claim for costs by the Class Representative or any Represented Persons.

5. NOTIFICATION OF AGREEMENT, PUBLIC STATEMENTS AND NON-DISPARAGEMENT

- 5.1. Within one (1) business day of the date of this Agreement, the Parties shall jointly inform the Tribunal that the Agreement has been reached.
- 5.2. Which? shall include the Statement as part of any Settlement Approval Application for determination by the Tribunal.

5.3. Each Party undertakes that neither it, nor any of its legal advisers, will make or cause to be made any disparaging statement about the other Party concerning the Proceedings, this Agreement, or the interactions between the Parties that led to this Agreement. For the avoidance of doubt, the Statement, the Settlement Approval Application, the CSAO, or the contents of any material filed by any Party in support of any Settlement Approval Application, including any factual witness statements and exhibits thereto, or any reference to such material, shall not be a breach of this Clause 5.3 for any Party.

6. SETTLEMENT APPROVAL APPLICATION

6.1. Without prejudice to clauses 6.2 to 6.9 below, at any time after the date of this Agreement the Parties shall execute such documents and do any such other reasonable and proportionate acts and things as may be required for the purposes of giving full effect to the provisions of this Agreement.

6.2. The Parties shall work together expeditiously, in good faith, and with best endeavours to prepare, file and pursue a Settlement Approval Application for determination by the Tribunal or, if necessary, a Further Settlement Approval Application or Applications (as defined below) for determination by the Tribunal which shall in each case include the Statement, and seek as appropriate approval of:

- (a) the withdrawal of the Proceedings in accordance with the terms of this Agreement;
- (b) pursuant to Rule 94(6)(b) of the Tribunal Rules (and/or the Tribunal's case management powers under Rule 19), in relation to the application notice referred to in rule 94(4)(f)(i) of the Tribunal Rules, an order that notification be given only by (i) publication on the Claims Website and (ii) email to all persons who have registered for updates on the Claims Website as at the date the order is made;
- (c) pursuant to Rule 94(6)(d) of the Tribunal Rules (and/or the Tribunal's case management powers under Rule 19), an order that the Tribunal may determine the Settlement Approval Application on the papers, without an oral hearing; and
- (d) pursuant to Rule 94(13) of the Tribunal Rules (and/or the Tribunal's case management powers under Rule 19), an order that any notification following the making of a CSAO be given only by (i) publication on the Claims Website and (ii) email to all persons who have registered for updates on the Claims Website as at the date the order is made.

6.3. The Parties agree that the Settlement Approval Application or Applications will seek approval of:

- (a) the proposed withdrawal of the Proceedings without any payment by Qualcomm, as just and reasonable in all of the relevant circumstances;
- (b) a CSAO that has the effect of:
 - (i) discontinuing the Proceedings; and
 - (ii) to the maximum extent permitted by law:
 - (A) fully releasing and forever discharging Qualcomm and the Qualcomm Related Parties from all or any Claims that the Class Representative for itself and on behalf of any Represented Persons may or could have against Qualcomm and the Qualcomm Related Parties; and

- (B) irrevocably waiving any Claims that the Class Representative for itself and on behalf of any Represented Persons may or could have against Qualcomm and the Qualcomm Related Parties.

6.4. In the event that any part of the Settlement Approval Application is unsuccessful:

- (a) Which? (on the one hand) and Qualcomm (on the other hand) agree that they shall each bear their own costs in relation to the Settlement Approval Application, and shall be severally liable in equal share for any adverse costs awarded, whether in favour of one or more Represented Persons who make submissions in accordance with Rule 94(7) of the Tribunal Rules, or any other party;
- (b) the Parties shall negotiate in good faith to prepare a further joint approval application, taking account of any judgments or obiter comments from the Tribunal, such that a CSAO will be made which, as far as possible, reflects the terms and spirit of this Agreement and in particular incorporating the Primary Terms (the "**Further Settlement Approval Application**"); and
- (c) if, negotiating in good faith, the Parties cannot agree a Further Settlement Approval Application on terms acceptable to both parties, the terms of this Agreement shall not be binding on any Party, save in respect of clauses 10 and 19 below, which shall continue in full force and effect.

6.5. In the event that the Further Settlement Approval Application is unsuccessful:

- (a) Which? (on the one hand) and Qualcomm (on the other hand) agree that they shall each bear their own costs in relation to the Further Settlement Approval Application, and shall be severally liable in equal share for any adverse costs awarded in relation to the Further Settlement Approval Application, whether in favour of one or more Represented Persons who make submissions in accordance with Rule 94(7) of the Tribunal Rules, or any other party; and
- (b) unless otherwise agreed in writing, the terms of this Agreement shall not be binding on any Party, save in respect of Clauses 10 and 19 below, which shall continue in full force and effect.

6.6. If more than one Further Approval Application is needed, the Parties agree that Clauses 6.4 and 6.5 above shall apply to the preparation of additional Further Approval Applications.

6.7. The Parties note Rule 94(15) of the Tribunal Rules and agree that, in the event that the Settlement Approval Application or any Further Settlement Approval Application is unsuccessful such that this Agreement is rendered not binding in accordance with Clause 6.4(c) or 6.5(b) above, the Parties shall not rely on or refer to at further hearings before the Tribunal or any appellate court the existence, terms, form or content of this Agreement, the Settlement Approval Application and/or any Further Settlement Approval Application(s) and accompanying documents, witness statements or exhibits, and all prior or future negotiations in relation thereto, unless otherwise agreed in writing, save in respect of claims for costs.

6.8. Should a CSAO that contains the Primary Terms be subject to an appeal, judicial review proceedings or otherwise challenged by any third party, the Parties shall work together with best endeavours and in good faith, in the circumstances, to defend and uphold the CSAO as made by the Tribunal.

6.9. The Parties agree not to dispute or challenge a CSAO that contains the Primary Terms by way of appeal, judicial review or otherwise.

7. STATUS OF PROCEEDINGS

7.1. Subject to any order of the Tribunal, the Parties agree to:

- (a) continue the Proceedings until the Tribunal has granted the CSAO that contains the Primary Terms, at which point the Proceedings will be discontinued in accordance with the terms of this Agreement;
- (b) in the interim, to use reasonable endeavours and act in good faith to jointly request that the Tribunal's judgment on liability is not handed down; and
- (c) from the point of signing this Agreement, suspend any deadlines regarding either Party in the Proceedings, whether substantive or procedural, and whether set out in an order or in accordance with the Tribunal Rules, the Tribunal Guide, or any other Practice Direction.

8. AGREEMENT NOT TO SUE

8.1. As far as it is legally able to, the Class Representative for itself and on behalf of any Represented Persons agrees not to make, encourage or support any new claim and/or commence any new proceedings, nor to file any complaint or request for an investigation or other official proceeding before a regulatory, administrative or other governmental body, against or relating to Qualcomm or the Qualcomm Related Parties in respect of the Claims, in its own capacity or on behalf of any Represented Persons.

9. COSTS

9.1. Subject to the Tribunal granting a CSAO which includes the Primary Terms, each of the Parties shall bear its own costs, fees or other expenses of whatever nature incurred by it in connection with the Proceedings, including any future costs incurred by the Parties prior to the granting of a CSAO by the Tribunal, as well as those incidental to the negotiation, preparation, execution and carrying into effect of this Agreement and any Settlement Approval Application (including the costs incurred in connection with steps taken following the Tribunal's approval of any Settlement Approval Application, such as notification), save in respect of any costs, fees or other expenses of whatever nature that may be incurred by the Parties in enforcing the terms of the Agreement and as otherwise expressly provided in this Agreement.

9.2. This Clause 9.2 shall take effect from the date of this Agreement and shall remain binding unless and until the Tribunal declines to make a CSAO incorporating the Primary Terms, at which point it shall cease to have effect. Subject to that, in the event that any third-party costs claim or application is brought, asserted or threatened against either Party, in relation to the Proceedings, whether before or after the date of this Agreement, and strictly without prejudice to the question of whether either Party bears any liability for third party costs arising from the Proceedings or otherwise, the Class Representative will be liable for and shall bear any and all third party costs in connection with the Proceedings, including for the avoidance of doubt those incurred up to and after the Trial, as well as the costs of any third party cost applications, regardless of whether the third party costs arise pursuant to a costs order, agreement, or otherwise, and irrespective of the form of any costs order or agreement or the identity of the Party against whom it is made. Qualcomm shall use commercially reasonable endeavours, to assist the Class Representative in good faith to mitigate (i) the likelihood of any third party making a costs application; and (ii) the quantum of any third party costs that may be awarded against, or agreed by, the Class Representative. Neither Party shall enter into any agreement with a third party in respect of third party costs in connection with the Proceedings without first consulting the other Party and having regard to its reasonable views, such agreement not to be unreasonably withheld or delayed.

- 9.3. For the avoidance of any doubt, nothing in this Agreement shall affect or reverse any costs payments that have already been made in the Proceedings, which each receiving Party shall retain.

10. CONFIDENTIALITY

- 10.1. The Parties agree that this Agreement will form part of any Settlement Approval Application which will be filed with the Tribunal and made available to Represented Persons (and their legal advisors or representatives) on request. The Agreement will cease to be confidential from the date of the Settlement Approval Application.

- 10.2. Unless otherwise stipulated in this Agreement or ordered by the Tribunal, until the Parties file the Settlement Approval Application, the terms of this Agreement and the substance of all negotiations in connection with this Agreement are confidential to the Parties, their advisors, Which?'s insurers and the Funder (including, in each case, their respective investors and advisors), who shall not disclose them to, or otherwise communicate them to, any third party without the prior written consent of the other Parties. However, it shall not be a breach of this Clause 10.2 for any Party, prior to the date of the Settlement Approval Application:

- (a) to confirm to any person that the Parties are no longer in dispute with each other; and
- (b) to disclose the Agreement or its terms:
 - (i) if the disclosure is to be made to that Party's subsidiaries, trustees, legal or other professional advisors, auditors, funders or insurers;
 - (ii) if it is required by operation of law or by regulation, including pursuant to United States securities law;
 - (iii) if it is required by order from a court of competent jurisdiction or regulator;
 - (iv) if it is information that has already come into the public domain otherwise than by breach of this Agreement; and
 - (v) if it is otherwise done with the prior written consent of the other Party.

11. WARRANTIES AND AUTHORITY

- 11.1. Each Party warrants and represents that the execution and performance of, and compliance with, their respective obligations under this Agreement is fully authorised by each of them, and does not breach any existing agreements or obligations, and that the persons executing the Agreement have the necessary authority to do so.

12. ASSIGNMENT

- 12.1. No Party may assign any of its obligations or any benefits created by or arising under this Agreement without the prior written consent of the other Party.

13. INVALIDITY AND SEVERABILITY

- 13.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted, while the remaining provisions of this Agreement shall continue in full force and effect. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

14. AMENDMENTS

- 14.1. No amendment or variation of the terms of this Agreement shall be effective unless it is made or confirmed in a written document signed by the Parties.

15. ENTIRE AGREEMENT

- 15.1. This Agreement constitutes the whole agreement between the Parties in relation to the settlement of the matters set out herein and each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this Agreement shall limit or exclude any liability for fraud.

16. THIRD PARTY RIGHTS

- 16.1. A person or entity who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

17. COUNTERPARTS

- 17.1. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 17.2. Transmission of an executed counterpart of this Agreement by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.
- 17.3. No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

18. EXECUTION

- 18.1. The Parties agree that this Agreement may be executed by any Party by way of electronic signature (whatever form the electronic signature takes) and that this method of electronic signature is conclusive of such Party's intention to be bound by this Agreement as if signed in manuscript. Neither this Agreement nor any provision herein shall be denied legal effect, validity or enforceability because it was executed by use of an electronic signature.

19. GOVERNING LAW AND JURISDICTION

- 19.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 19.2. The English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Agreement, including disputes arising out of or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Agreement; and (ii) any non-contractual obligations arising out of or in connection with this Agreement. For such purpose, each Party irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.

This Agreement has been entered into on the date stated at the beginning.

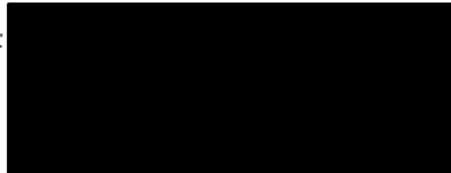
SIGNED on behalf of **CONSUMERS' ASSOCIATION (WHICH?)**,

a company incorporated in England acting by Charmian Averty and Charles Wander, both persons who, in accordance with the laws of England & Wales, are acting under the authority of the company:

First Authorised Signatory signature:



Second Authorised Signatory signature:



SIGNED on behalf of **QUALCOMM INCORPORATED**,

a company incorporated in Delaware, United States of America acting by David Greenfield a person who, in accordance with the laws of that territory, is acting under the authority of the company:

Authorised Signatory signature:

SIGNED on behalf of **CONSUMERS' ASSOCIATION (WHICH?)**,

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Authorised Signatory signature: