



Qualcomm India Private Limited

Corporate Identity Number(CIN): U64202DL1996PTC076991

Registered Office:

Unit No. 201, 2nd Floor, Tolstoy House

15, Tolstoy Marg, New Delhi -110001,

Tel:+91-11-43083550, Fax: +91-11-43083550

April 16, 2024

Mridul Kumar

Hyderabad, India

Dear Mridul,

We believe our employees' ideas can literally change the world - and we see it happen all the time. For more than three decades, we've been a global leader in wireless technology, continually pushing the boundaries of what's possible. We develop products and solutions that make a difference in the lives of people everywhere. By joining the Qualcomm family, you too can play a part in changing the world.

Qualcomm India Private Limited ("Qualcomm") is pleased to extend an offer of employment to you as a(n) Engineer, Associate, reporting to Srinivas Guda, Senior Director, Engineering, with a start date to be determined.

Without prejudice to and subject to the terms of this offer letter, a period of 12 months from your start date of employment with Qualcomm will be considered apprenticeship under the Apprentices Act, 1961.

Your monthly salary will be an amount of INR 112,500.00, details of which are set out in Part 1 of the Annexure.

Qualcomm will provide you the allowances and reimbursements (if any) as indicated in Part 2 of the Annexure to this offer letter, including towards expenses relating to accommodation, conveyance, etc. All payouts including the salary, allowances and reimbursements will be paid less required withholdings and in accordance with the applicable policies and procedures of Qualcomm, as may be amended or modified by Qualcomm from time to time.

Sign-On Bonus

You will be eligible to receive a sign-on bonus of ₹475,000.00 (less required withholdings), payable within the second payroll period of employment and is contingent on you being employed on the date of payment. If you terminate your employment prior to 24 months you agree to repay the full amount of the sign-on bonus on or before your last working day with the company.

Discretionary Annual Rewards

Each employee may also be eligible for certain discretionary annual benefits including performance bonus awards and restricted stock units (RSUs) grants subject to relevant criteria and factors including corporate performance, your team's and your performance. You will be eligible to participate in Qualcomm's Annual Review Process (AR), during which you may receive salary increases, discretionary bonus awards and grants of RSUs. Your discretionary annual bonus target is 5.5% of your base salary which may vary 0-150% based upon your individual contributions and an additional 0-200% based upon corporate financial performance. Your discretionary bonus may also be prorated based on your start date. If your start date is after the eligibility cutoff (generally mid-July), you will not be eligible to participate in this year's AR, but you will be eligible next year. Qualcomm evaluates its compensation and benefits programs on a regular basis, so changes may occur. Further, the AR process is discretionary and subject to change from time to time at the company's discretion.

Benefits Program



We offer a comprehensive benefits package for you and your dependents. A summary of these benefits is available on the Benefits section of our website.

Place of Work

You will report into Qualcomm's Hyderabad office. Qualcomm may, after giving you reasonable notice, transfer or assign your services to any place of business of Qualcomm that may presently be operating, or which may subsequently be acquired or established, in any part of India or abroad.

Qualcomm pans across geographies providing various services to its clients and you may be required to go through appropriate Induction & Orientation along with necessary training program. The training is given to ensure that you are compliant with the best practices followed by Qualcomm- on a worldwide basis.

Qualcomm reserves its rights to transfer or assign your services to any associate company, branch, office, subsidiary or other companies, concerns, organizations, or firms with whom Qualcomm may make any such arrangement or agreement. You may also be required on a temporary basis to work at any client premises based in India or overseas.

Relocation

Qualcomm will provide you with a Relocation Package, which includes (i) a one-time lump sum in the amount of INR 50,000.00 (less required withholdings) payable within the first or second payroll period of employment to defray expenses entailed by you for your relocation, and (ii) reimbursement of your relocation expenses comprising of all amounts paid (to you or a third party) by Qualcomm related to your relocation, including but not limited to, shipping costs, airfare, temporary housing, rental car, food, service fee and any miscellaneous expense allowance. If you do not report to your place of work to join employment by the date stipulated by Qualcomm or if your employment with Qualcomm ends before the completion of 24 months from joining for any reason, you agree to repay to Qualcomm the full amount of the total Relocation Package amount on or before your last working day with the company.

Some or all relocation benefits may be taxable. Please note that it is your responsibility to secure income tax advice from your tax consultant or attorney regarding relocation expenses. In the event that Qualcomm directly pays for or reimburses to the employee costs associated with matters like immigration etc., these costs are considered an employee benefit and will be included in the employee's taxable income.

Confidentiality

You must always maintain the highest degree of secrecy and keep as confidential the records, documents and such other information relating to the business of Qualcomm, its parent, subsidiary and affiliated entities which may be known to you or confided in you by any means during the course of your employment with Qualcomm. You will be required to sign the Inventions Disclosure, Confidentiality and Proprietary Rights Agreement with Qualcomm at the time of joining Qualcomm.

Taxes

Taxes will be withheld in accordance with applicable tax laws and you may be required to provide receipts for allowances. You shall be responsible for filing of your personal returns and comply with other requirements under the tax laws of India and any other relevant jurisdiction.

Probationary Period

You will initially be on probation for a period of 180 days from the actual date of your joining with us and will be eligible to be considered for confirmation in the regular service of Qualcomm on completion of the 180 days, unless Qualcomm specifies in writing that your probation period has been extended for such further period as determined by Qualcomm in its sole discretion. The probation period may be curtailed or extended by the management of Qualcomm at its sole discretion without assigning any reasons. Qualcomm may elect to terminate your employment at its sole discretion during the probation period without assigning any reason by providing thirty (30) days prior written notice or payment of a sum equal to the amount or pro-rated amount of salary which would have accrued to you during the period or remaining period of notice in lieu thereof.



You may terminate your employment with Qualcomm during the probation period by providing thirty (30) days prior written notice. The provision of such notice by you is mandatory in all instances of termination of employment by you. If you fail to provide such notice prior to terminating your employment, you will be required to pay Qualcomm a sum equal to the amount or pro-rated amount of salary which would have accrued to you during the period or remaining period of notice based on your gross pay (basic plus allowances).

During the probationary period your performance and other antecedents will be thoroughly assessed and evaluated by your superiors and only on satisfactory completion of your initial or extended probationary period you will be eligible to be considered for confirmation in the regular service of Qualcomm on such terms and conditions as decided by Qualcomm.

Termination of Employment

After confirmation, your employment with Qualcomm may be terminated by either you or Qualcomm by providing sixty (60) days prior written notice. The provision of such notice by you is mandatory in all instances of termination of employment by you. If you fail to provide such notice prior to terminating your employment, you will be required to pay Qualcomm a sum equal to the amount or pro-rated amount of salary which would have accrued to you during the period or remaining period of notice based on your gross pay (basic plus allowances). Qualcomm however may at its sole discretion terminate your employment prior to the end of the notice period and pay in lieu of such notice gross salary.

Qualcomm reserves the right to terminate your employment (whether you are on probation or in confirmed employment) summarily without notice or payment of a sum in lieu of notice, equal to the amount or pro-rated amount of salary which would have accrued to you during the period or remaining period of notice if it has reasonable grounds, including deficiency in performance, acts of misconduct or negligence as per Qualcomm policy or guidelines, breach of this agreement, Qualcomm policies or any applicable laws.

Without prejudice to the foregoing, Qualcomm reserves the right to terminate your employment (whether you are on probation or in confirmed employment) summarily without notice or payment of a sum in lieu of notice equal to the amount or pro-rated amount of salary which would have accrued to you during the period or remaining period of notice, if you are found to have been charged, or convicted for any crimes or offences against any work colleague or against Qualcomm or for crimes or offences, involving acts against the state, or acts of violence, harassment or harm (including of a sexual nature) against any person or property, at any time during or prior to your employment.

In case of any termination of employment, you agree to release Qualcomm and its parents, subsidiaries, affiliates, directors, employees and agents from all known or unknown, suspected or unsuspected, claims, if any, relating to or arising out of your employment, the cessation of your employment, or from any events, transactions or occurrences between yourself and Qualcomm, including any claims under any state or central employment laws, bye-laws, legislations, rules, notifications, statutes, precedents, practice or custom.

You shall return to Qualcomm all company property in your possession upon the cessation of employment.

Other Acknowledgements and Contingencies

You understand and agree that this offer of employment has been extended to you on the basis (i) of the information/representations made by you in your resume, application and/or documents and information provided by you (which includes information related to criminal records, age, education, experience, skill sets, conduct at the previous workplace, references, address verification etc.); (ii) that your employment with your former employer, if any, has been duly terminated; and (iii) that you have not been charged, arrested or convicted for any crimes or offences, including those involving acts against the state, or acts of violence, fraud, dishonesty, harassment or harm (including of a sexual nature) against any person or property. You understand and agree that this offer, and your employment with Qualcomm is based on all the foregoing being true, valid and accurate at all times after the date of this offer letter, and during your employment. You understand and agree that if any of the foregoing information/representations is or found to be untrue, misleading, inaccurate or inconsistent in any way, at any time after the date of this offer letter, or during your employment, including as a result of any investigation (which may commence prior to, continue or be completed post your joining date) to verify such information and any other inquiries as deemed necessary, this offer may be revoked or your employment may be terminated, without notice or payment in lieu thereof.



You also understand and agree that your employment is contingent upon signing the Inventions Disclosure, Confidentiality and Proprietary Rights Agreement and acknowledging that you have not and will not bring or use, in the performance of your duties for Qualcomm, any proprietary or confidential information of any of your former employers without that former employer's written authorization. You agree and acknowledge that your employment with Qualcomm will not require you to violate any contract, obligation or confidence to any other party. You shall be solely and fully responsible for any costs or consequences that may arise in this connection.

You further acknowledge that Qualcomm will not be responsible for any outstanding salary, compensation, social security benefits, gratuity and other benefits which may be payable to you by your former employer.

Finally, you acknowledge your employment at Qualcomm is contingent on you being able to legally work in India. If, as a condition of your lawful ability to work in India, you are required to submit a Financial Guarantee, and Qualcomm agrees to do so, on your behalf, you must sign a Counter Guarantee which will be provided by Qualcomm.

Employment Rules and Regulations

In addition to the terms and conditions of employment specifically stated herein, you will also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by Qualcomm from time to time. You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable to you from time to time including but not limited to work timings. You agree and acknowledge that your employment with Qualcomm is contingent upon compliance with all of the foregoing at all times and any failure to do so shall constitute a breach of this agreement and terms of employment.

Governing law

This offer and the employment agreement resulting from its acceptance shall be governed by and construed in accordance with the laws of India and any matter that may arise out of or in connection here with shall be brought in courts of competent jurisdiction in India, which shall have exclusive jurisdiction.

Entirety

This offer, upon acceptance, constitutes the entire agreement between the parties in relation to the subject matter hereof (except as stated herein) and supersedes any prior communications, writings, manifestations or understandings of any kind, oral or written in connection herewith. No delay or omission on the part of Qualcomm in exercising any of its rights hereunder shall operate as a waiver of such right or of any other right.

Deadline to Accept Offer:

This offer of employment will remain valid until 04/30/2024. Acceptance of this offer is contingent upon receipt of the following documents by the said deadline failing which the offer shall stand withdrawn at Qualcomm's sole discretion:

- Signed copy of this letter
- Agreement regarding Restricted and Embargoed/Sanctioned Countries and Employee Export Written Assurance completed and signed
- Inventions Disclosure, Confidentiality and Proprietary Rights Agreement
- Copy of your passport (if you do not have a passport, please complete the attached Declaration Form)
- Copy of your PAN card & Aadhar card

Qualcomm reserves the right to revoke the offer at its sole discretion at any time before the aforesaid deadline without any further obligation or liability.

You should scan and email signed copies of these documents to Nikitha Shekar at nikitha@qti.qualcomm.com, and carry your original signed letter on your date of joining and hand over the same to the said recruiter. You will receive copies of these documents in return.

If you have any questions, please do not hesitate to contact Nikitha Shekar .

Congratulations and welcome to Qualcomm!

Sincerely,



Aarathi Kumar

Director, Talent Acquisition

QUALCOMM India Private Limited

Corporate Identity Number(CIN): U64202DL1996PTC076991

This document is electronically signed and does not require a physical signature for further authentication.

TERMS OF OFFER ACCEPTED

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

PROPOSED START DATE: _____

Annexure to the Appointment letter

India Annexure	Per Annum - CTC (Part 1 below) Rs.	Per Month CTC (Part 1 below) Rs.
Mridul Kumar		
Engineer, Associate		
Hyderabad		

PART - 1

India Annexure	Per Annum Rs.	Per Month Rs.
Gross Salary	INR 1,350,000	INR 112,500
Gross Salary Components		
Basic Pay	INR 540,000	INR 45,000
House Rent Allowance	INR 216,000	INR 18,000
Flexible Benefit Plan*	INR 594,000	INR 49,500

India Annexure	Per Annum Rs.	Per Month Rs.
Leave Travel Allowance	INR 54,000	INR 4,500
Special Allowanc	INR 540,000	INR 45,000
Gross Salary Sub-Totals	INR 1,350,000	INR 112,500
<u>Retirals</u>		
Employer Contribution to Provident Fund**	INR 64,800	INR 5,400
Gratuity***	INR 25,974	INR 2,165
Retirals Sub-Totals	INR 90,774	INR 7,565
Cost to Company (Salary + Retirals)	INR 1,440,774	INR 120,065
<u>Company Paid Standard Benefits</u>		
Mediclaime Insurance Premium	INR 41,000	
Personal Accident Insurance Premium	INR 573	
Group Term Life Insurance Premium	INR 3,345	
<u>Total CTC (Gross Salary + Retirals + Co.Pd Std Benefits)</u>	INR 1,485,692	

* After making elections, all unallocated funds from the Flexible Benefits Plan will be paid out monthly as taxable income under the heading "Special Allowance". Based on employee utilization of funds under elections made, any residual monies will accumulate and will be paid out as taxable income under the heading of "Special Allowance" at the end of the tax year.

** Provident Fund contributions will be as per applicable Provident Fund rules and regulations.

*** Gratuity payable as per Gratuity Policy of Qualcomm.

PART - 2
Additional Benefits

<u>Sign On Bonus</u>	INR 475,000	
<u>Relocation Bonus</u>	INR 50,000.00	

The above mentioned payables are contingent on and subject to the related terms set out in your offer letter.