



INVENTION DISCLOSURE, CONFIDENTIALITY & PROPRIETARY RIGHTS AGREEMENT

In connection with my employment by QUALCOMM India Private Limited (the "Employer"), a wholly owned subsidiary (either direct or indirect) of QUALCOMM Incorporated ("QUALCOMM")¹, or if presently employed, then in connection with my continued employment and in consideration of the compensation paid to me during the period of my employment, I agree as follows:

1. Inventions And Works of Authorship

1.1 I promise to promptly, but in no case later than 30 days from inception, and fully disclose to the Employer:

(a) All inventions, discoveries, developments, formulae, processes, improvements, ideas and innovations, whether patentable or not (collectively "Inventions"); and

(b) All works of authorship, including but not limited to, computer programs, publishable articles, sales brochures, art and technical reports, whether copyrightable or not (collectively "Works"):

made, conceived, reduced to practice, authored, or fixed in a tangible medium of expression by me, either solely or in concert with others during the period of my employment with the Employer, including any period prior to the date of this Agreement, whether or not made, conceived, reduced to practice, authored, or fixed in a tangible medium of expression during working hours, which results from my work or association with the Company, or which results from or is aided by the use of the Company's equipment, supplies, facilities or trade secret information, or which is related to or coming within the scope of the Company's business, or related to the Company's products or any research, design, experimental or production work carried on by the Company. I agree to disclose all Inventions and Works using forms provided by the Employer. The right to apply for patents in all Inventions is hereby assigned by me to Employer. All Works created during the term of employment shall be the sole and exclusive property of Employer.

1.2 I hereby assign, transfer and convey to Employer all my entire right, title and interest in and to any and all other Patents, inventions and all intellectual property rights including the right to make all applications and Registrations for user, ownership and reproduction commercial or otherwise which I now or hereafter own or have an ownership interest in, except those specifically described in a Statement of Excepted Inventions and Works which has been separately executed by the Employer and myself and attached hereto. Except as specifically described in such Statement of Excepted Inventions and Works, I represent and warrant there are no Inventions or Works heretofore made, conceived or authored by me which I claim to be excluded from the scope of this Agreement, and I do hereby release the Employer including its successors, assigns, affiliates, subsidiaries, parents, licensees, directors, employees, agents and representatives (collectively, the "Affiliates") from any and all claims by me or my legal representatives by reason of any use or disclosure by the Employer or the Affiliates of any Invention or Work heretofore or hereafter made, conceived, reduced to practice, authored or fixed in a tangible medium of expression by me during the term of my employment with the Employer. I further acknowledge that all Works will be subject to Employer's direction and control, and that such Works shall constitute and be deemed to be work executed and performed for and on behalf of the Employer and all benefits and results thereof shall accrue and belong exclusively to Employer.

1.3 I agree, upon request by the Employer, and without compensation other than reimbursement of my reasonable and actual out-of-pocket expense, to do all lawful acts including the execution of all papers and lawful oaths and the giving of testimony that may be necessary in obtaining, sustaining, reissuing, renewing, and enforcing all rights relating to the patents and inventions including

¹ The Employer and QUALCOMM will be referred to collectively as "the Company" in this Agreement.

intellectual property rights to and in favor of the employer herein assigned and agreed to be assigned including to assist the Employer and/or its Affiliates in any controversy or legal proceeding relating to all such Inventions and Works. I further agree to comply with provisions of contracts between the Employer and/or its Affiliates, on the one hand, and contractors or any agency of the Government of India or other countries with whom Company is doing business, on the other hand, including all provisions relating to invention rights, works of authorship or to the safeguarding of information. I acknowledge and agree that the rights granted hereunder shall include the right not to file for patents or copyrights as Employer may in its sole discretion decide.

1.4 I agree that an Invention disclosed by me to a third person or described in a patent application filed by me or on my behalf within one year following termination of my employment with the Employer shall be presumed to be an Invention subject to the terms of this Agreement unless proved by me to have been conceived and first reduced to practice by me following the termination of my employment with the Employer. I further agree that a Works disclosed by me to a third person or in a copyright application filed by me or on my behalf within one year following termination of my employment with the Employer shall be presumed to be a Works subject to the terms of this Agreement unless proved by me to have been conceived or otherwise authored, and first fixed in a tangible medium of expression by me following the termination of my employment with the Employer.

2. Nondisclosure Of Confidential Information

2.1 In the course of my employment, I acknowledge that I will have access to or develop, either alone or in conjunction with others, secret or confidential information, knowledge or data, whether trade secrets or not (collectively "Confidential Information"), including but not limited to matters of a technical nature (such as methods, know-how, formulae, compositions, processes, discoveries, machines, models, devices, specifications, inventions, computer programs and similar items or research projects), of a business nature (such as information about cost, profit, purchasing, market, sales or customer lists, Employer staff and personnel details, my appointment letter and this Agreement) and pertaining to future developments (such as research and development or future marketing or merchandising). I agree I will not during or at any time after termination of my employment with the Employer, directly or indirectly, use for myself or others or disclose or convey to others any Confidential Information of the Employer or its Affiliates, or of others provided to the Employer or its Affiliates under agreement of secrecy for use by the Employer or its Affiliates in the course of its business, except as may be authorized and required by the Employer in the course of my employment with the Employer. The provisions of this paragraph shall not apply after Confidential Information of the Employer or its Affiliates has been voluntarily disclosed by the Employer or its Affiliates to the public, or otherwise enters the public domain through lawful means.

2.2 All records, computer programs, computer-stored information, computer disks and other media, files, drawings, sketches, blueprints, manuals, letters, notes, notebooks, reports, memoranda, customer lists, documents, equipment and the like relating in any manner to the Employer's and/or Affiliates' business, whether prepared by me or not, shall be and remain the Employer's and/or Affiliates' sole and exclusive property, and shall not be removed from the Employer's and/or Affiliates' premises without its prior written consent, nor shall I make unauthorized copies of such information. I agree to forthwith return to the Employer upon termination of my employment, or upon the Employer's request, all tangible forms of such information, including but not limited to drawings, computerized data or programs, documents, devices, models, trade secrets, marketing information, data, specifications, inventions, processes, or any other material, together with all copies thereof and extracts therefrom. I further agree not to make or retain any copies or extracts of any of the foregoing, and will so represent to the Employer in writing upon termination of my employment or upon the Employer's request.

2.3 I agree to obtain the written consent of the Employer prior to any publication, oral or written, of any information regarding any aspect of the Employer's and/or Affiliates' business, customers, suppliers, employees, shareholders, directors or officers. I acknowledge and agree, the Company shall have the sole discretion whether and to the extent such information may be published, and that the Company may exercise its rights regarding said prepublication approval or disapproval without any liability whatsoever to me.

3. No Conflicting Agreement

3.1 I represent and warrant that I have no agreement with any other party that would preclude my full compliance with the obligations required on my part to be performed under the terms of this Agreement and my terms of employment.

3.2 I represent and warrant that I have not brought, and will not bring or use in the performance of my duties at the Employer any proprietary or confidential information, whether or not in writing, of a former employer without that employer's written authorization. I further agree not to disclose to the Employer or Affiliates in the course of my employment with the Employer any trade secrets of any former employer. I represent and warrant to the Employer that my employment with the Employer will not require me to violate any obligation to or confidence with any other party.

4. Noncompetition

4.1 I agree I will not, during the course of my employment, engage in any activity that is competitive with any activity of the Employer. For purposes of this paragraph, competitive activity shall include forming or making plans to form or joining or making plans to join a business entity that may be deemed to be competitive with any business or future activity of the Employer.

5. Non-solicitation

5.1 I agree and acknowledge that during my employment with the Employer and for one (1) year thereafter, I, on my own behalf or on behalf of or in conjunction with any third party, will not solicit, induce or encourage, or cause/assist others to solicit, induce or encourage any employees of the Employer to terminate their employment with the Employer or breach any of their employment terms. I further agree and acknowledge that I will not, on my own behalf or on behalf of or in conjunction with any third party, solicit any business from any of the Employer's clients, customers, or Employer's prospects during such period. This obligation is in addition to all my other obligations under this Agreement and my appointment letter, including my obligation not to disclose any information regarding any employee of the Employer.

6. Miscellaneous

6.1 I understand and agree that the obligations and undertakings of this Agreement shall continue in effect after termination of my employment for any reason. Nothing contained herein shall be deemed as a contract of employment between the Employer or Affiliates and me, after termination of my employment for any reason.

6.2 I shall not assign all or any portion of my rights, duties or obligations under this Agreement.

6.3 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 and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

6.4 The provisions of this Agreement shall inure to the benefit of and may be enforced by the Employer, its successors or assigns, and shall be binding upon me, my executors, administrators and other legal representatives.

6.5 Time is of the essence in the performance of all obligations under this Agreement.

6.6 This Agreement may not be amended or modified, in whole or in part, except in writing signed by an officer of Employer and myself.

6.7 This Agreement if executed after the commencement of my employment is hereby specifically made retroactive and effective as of the first day of my employment.

6.8 This Agreement supersedes any agreement that may have previously been made or executed by the parties relating to this subject matter.

6.9 This Agreement shall be governed by and construed according to the laws of India

Dated: _____, 20____

(Employee's Signature)

(Printed Name)

ATTACHMENT:

1. Statement of Excepted Inventions and Works

STATEMENT OF EXCEPTED INVENTIONS AND WORKS

Listed below by descriptive title for purposes of identification, are all of the Inventions made (conceived and reduced to practice) and Works authored (conceived and fixed in a tangible medium of expression) by me, either solely or jointly, prior to my employment by the Employer which I consider to be my property and excluded from this Agreement.

EXCEPTED INVENTIONS

(Continue on separate sheet if additional space is required.)

EXCEPTED WORKS

(Continue on separate sheet if additional space is required.)

Dated: _____, 20____

(Employee's Signature)

(Printed Name)

On behalf of the Employer
acknowledgment of the Employee claim:

(Authorized Representative's Signature)

(Printed Name)

(Title)



**Agreement Regarding Restricted and Embargoed/Sanctioned Countries
and
Employee Export Written Assurance**

1. My employer is an affiliate or subsidiary of the U.S. company, Qualcomm Incorporated (collectively "Qualcomm"). My employment with Qualcomm may require me to have access to Qualcomm's technology and/or products, and, therefore, my employment requires authorization from the U.S. government. Accordingly, my offer of employment is contingent upon receiving such authorization if I am a citizen or lawful permanent resident of one of the countries listed below:

***Restricted Countries:**

Albania, Armenia, Azerbaijan, Belarus, Cambodia, Georgia, Iraq, Kazakhstan, Kyrgyzstan, Laos, Libya, Macau, Moldova, Mongolia, People's Republic of China, Russia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, or Vietnam; or

***Embargoed and Sanctioned Countries:**

Cuba, Iran, North Korea, Sudan, or Syria

If an export license should be required, Qualcomm will submit an export license application to the U.S. government on my behalf.

In addition, if my country of citizenship or lawful permanent resident status is added to the U.S. government restricted, sanctioned, or embargoed lists, and the U.S. government does not grant approval permitting my access to the technology and/or products, I understand and acknowledge that my offer of employment may be revoked and my employment may be terminated.

- 1.1 Information regarding my current citizenship, as well as residency and visa status, is necessary in order to determine if immigration assistance or an export license will be required.

- a. **My country of Citizenship is:** _____

This is the country where you were born or have current legal naturalized citizenship.

Example: A U.S. citizen is a person who was born in the United States or is a legal naturalized U.S. citizen.

- b. **If applicable, my country of Lawful Permanent Resident Status is:** _____

Indicate "Not Applicable" if you do not have lawful permanent residence status in a country other than your country of citizenship indicated above; or if applicable, list the appropriate country if you have obtained lawful permanent resident status in a country other than your "country of citizenship" selected above.

- c. Do you have dual-citizenship, nationality, or permanent resident status in additional country(ies) not selected above?

Yes _____ **No** _____

If your answer to the above question is "Yes," please list the country(ies) where you have dual-citizenship, nationality, or permanent resident status:

Country(ies): _____ (If applicable, list all applicable countries.)

Please contact your Human Resources recruiter if you have not been contacted about receiving an export license if you are citizen or your country of permanent resident status is from a country listed in Section 1* above.

2. **Employee Export Written Assurance**

Qualcomm and its employees worldwide have a responsibility to comply with all applicable export laws of the United States and foreign countries where Qualcomm does business. Qualcomm products and third party products, including hardware, software, and technology (herein referred to as "products") require export authorization or license prior to export, re-export, or transfer (herein referred to as "export") by any method. During my tenure at Qualcomm I understand I am required to use an approved Qualcomm export system or obtain authorization from Qualcomm Export Compliance prior to transacting any export. This includes but is not limited to re-exporting from one country to another country or transferring from one destination to another destination within the same country or to a non-U.S. national in any location.

2.1 To enable Qualcomm to disclose US government controlled technologies or software to its employees I must provide the following assurance: *I, the undersigned will not knowingly, without prior written authorization from a Qualcomm Export Compliance Specialist, export, re-export, or transfer, directly or indirectly, any U.S. government controlled technologies or software and/or direct products thereof to any of the countries listed in Section 1, above, or any successor thereof:*

The list of countries in Section 1 is amended periodically by the U.S. government.

This *Employee Export Written Assurance* will apply regardless of whether such export occurs before or after my termination of employment from Qualcomm.

Failure to comply with U.S. export control laws may subject Qualcomm to loss of export privileges, fines and/or criminal prosecution. My failure to comply with these regulations could result in termination from Qualcomm and prosecution by U.S. or foreign government authorities.

3. My position at Qualcomm may require me to have a particular security clearance and/or fulfill other requirements that may be dictated by the U.S. government via applicable laws and/or contracts with Qualcomm. I understand and acknowledge that, if I do not have a required security clearance or other necessary qualification, Qualcomm reserves the right to modify or revoke my offer, or terminate my employment.

I certify that I have read and understand this *Agreement Regarding Restricted and Embargoed/Sanctioned Countries and Employee Export Written Assurance* and agree to all that is stated.

Signature

Print Name

Date

Instructions for new employees:

After completing this *Agreement Regarding Restricted and Embargoed/Sanctioned Countries and Employee Export Written Assurance* form, please fax or scan and email to Qualcomm Staffing with your other new hire forms. Please make a copy of the signed form for your records and future reference.

DECLARATION FORM

I _____,
s/o/d/ow/o _____, aged _____, residing at

having Aadhar card number _____, have joined Qualcomm
India Pvt. Ltd. as an employee on _____. I hereby confirm and declare
that I currently do not have a passport (Indian or other) and do not have any pending or rejected
application for a passport. If I obtain a passport at any time during my employment with
Qualcomm India Pvt. Ltd., I will promptly disclose and provide a copy to the company.

I agree to indemnify Qualcomm India Pvt. Ltd. and its affiliates for any loss or damage they may
suffer due to any misrepresentation or falsity in the above declaration or failure by me to disclose
details of my passport, upon receiving it.

Signature: _____

Print Name: _____

Benefits Summary

The benefits listed below apply to the employees of all Qualcomm entities located in India (hereafter referred to as Qualcomm).

Statutory India Programs

Public Holidays

Qualcomm provides 11 paid days as time off to employees so that they may celebrate holidays and festivals. Please see the Holiday Policy for a complete listing of specific days.

Statutory Programs

Qualcomm will make the necessary contributions towards statutory benefit programs such as Provident Fund and Gratuity Fund.

Leave Programs

Annual Leave

For every month of continuous service, employees in Hyderabad, Bangalore and Chennai will accrue 1.67 days (20 working days per year), employees in Mumbai will accrue 1.75 days (21 working days per year), employees in Noida will accrue 1.25 days (15 working days per year) and employees in Gurgaon will accrue 1.5 days (18 working days per year).

Maternity/ Adoption/ Surrogacy Leave

Qualcomm provides female colleagues with 26 weeks of paid Maternity, Adoption and Surrogacy leave.

Paid Paternity Leave

Qualcomm provides fathers with 5 consecutive business days off within 3 months of the baby's birth; fathers who have a minimum of 12 months of service will be eligible.

Sick/Casual Leave

Qualcomm provides employees with 12 working days per calendar year (pro-rated for first year of employment based on hire date) for employees in Hyderabad, Bangalore, Chennai and Mumbai. Employees in Noida are provided 10 days of Casual Leave and 15 days of Sick leave, and employees in Gurgaon are provided 7 days of Casual Leave and 7 days of Sick Leave.

Insurance Programs

Medical Insurance

Qualcomm will provide eligible employees and eligible dependents with Medical Insurance. Qualcomm will pay 100% of the premium for employees and their eligible dependents. Medical Insurance provides reimbursement of up to 7,50,000 INR per family for hospital expenses, not to exceed 3,75,000 INR for parents/in-laws. Maternity coverage is included in this benefit and provides a maximum coverage limit of 75,000 up to a maximum of 2 children. A voluntary medical top up plan is available for purchase for parents/in-laws.

Life Insurance

Qualcomm will provide eligible employees with coverage equal to 2x their annual gross pay. Medical certification may be required for coverage that exceeds INR 30,000,000. Coverage will begin the first day of employment and Qualcomm will pay 100% of the premium.

Group Personal Accident

Qualcomm will provide eligible employees with Group Personal Accident Insurance. The principal sum is equal to 3x an employee's annual gross pay. Qualcomm will pay 100% of the premium.

Travel Accident Insurance

Up to USD 100,000, if death occurs while traveling on company business outside of India.

Travel Medical Insurance

Qualcomm provides coverage for emergency medical treatment employees may require while traveling on company business outside of India.

Savings Programs

Employee Stock Purchase Program

Qualcomm Incorporated, Qualcomm's parent company, will give eligible employees the opportunity to purchase Qualcomm Incorporated stock at a 15% discount through payroll deductions; there are 2 offering periods each year. Employees may contribute between 1% to 15% of their monthly salary.

Additional Qualcomm Benefit Programs

Wireless Device Subsidy

Qualcomm will subsidize 50% for the purchase of tablets or mobile phones with Qualcomm chipsets, or 100% for the purchase of a Qualcomm EVDO mobile access data card, up to a maximum of INR 15,000. This subsidy is available once every 2 years for approved devices. Employees are eligible for this benefit after 3 months of employment.

Concierge Service

Employees may be eligible for concierge services that provide assistance with things such as errand running, planning vacations, home repair and much more.

Education Assistance

Qualcomm will provide Education Assistance to eligible employees. Based upon a reimbursement schedule, employees may receive up to INR 1,18,125 for continuing education, 2-year degrees, 4-year undergraduate degrees or certificate programs; or up to INR 2,36,250 for approved distance learning programs outside of India, graduate or postgraduate degree programs. Qualcomm will pay the full costs of the BITS, Pilani MS in Electronics Program.

Employee Assistance Program

Qualcomm provides assistance to eligible employees and eligible dependents that have difficulties with personal issues by offering professional counseling and referral services for up to 8 visits per occurrence per year.

Employee Recognition

Qualcomm will acknowledge employees by providing gift vouchers in celebration of life events such as marriage and births. Employees are also recognized for their accomplishments via Qualcomm's Qualstar Program.

Fitness Center Reimbursement

Qualcomm will reimburse eligible employees up to 50% of their health-club and recreational-facility membership fees, up to a maximum of INR 11,000 per year. Employees are eligible for this benefit after 3 months of employment.

Meals

Qualcomm offers 2 meals and a snack per work day.

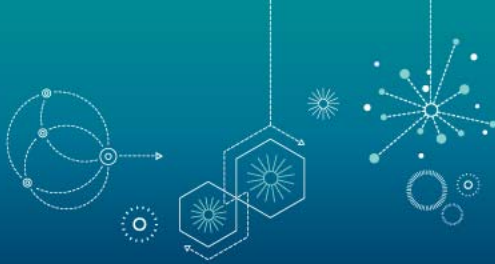
Service Awards

Employees are recognized for their years of service through the Service Award Program. Service anniversary milestones are recognized at 5, 10, 15, 20 and above years of service. Service is based on your Qualcomm start date.

Shuttle Services

At some locations, employees may be provided with shuttle services to and from work.

Note: Where legally possible, the Company reserves the right to modify or terminate these plans at any time. Eligibility for insurance coverage will be subject to meeting applicable insurance company underwriting requirements and maximum benefit levels. Benefit programs may be subject to applicable taxes.



Restricted Stock Units (RSUs)

New Hires / Uusille työntekijöille

As a new hire you are going to receive shares of Qualcomm stock in the form of Restricted Stock Units. Becoming an owner of Qualcomm stock allows you to benefit from the company's success!

What is a Restricted Stock Unit (RSU)?

Restricted stock units (RSUs) are a promise to receive a share of Qualcomm stock after a certain period of time. As the value of Qualcomm stock increases or decreases the value of your RSUs will increase or decrease as well.

When will I receive my RSUs?

You will have a RSU amount listed in US dollars in the document that you have received. The RSU US dollar value will be converted to a number of RSUs on your grant date. On the grant date, Qualcomm will divide the Restricted Stock Unit value by the closing price to determine the number of RSUs granted.

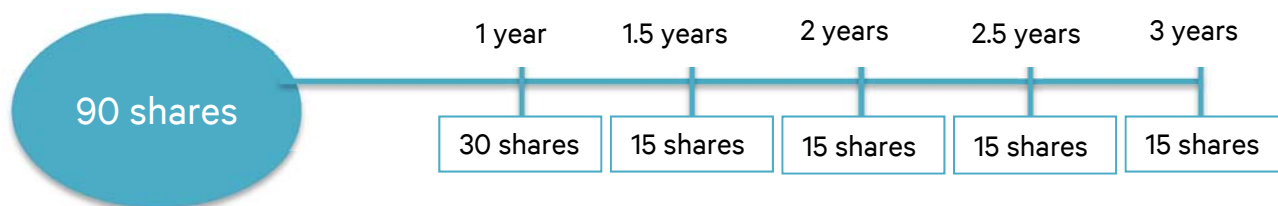
For example, you receive \$5,400 RSUs in your offer:

RSU \$ value in offer letter Closing stock price on grant date # of RSUs granted

When can I sell my RSUs?

Each RSU has a vesting schedule which is a period of time you need to wait until your RSUs becomes eligible to sell. The number of RSUs granted will vest over a three year period with one-third vesting after one year and then semi-annual vesting thereafter.

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What action do I need to take?

More information will be provided shortly after the grant date to activate your account at E*TRADE.