



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:+91-11-43061884, Fax:++91-11-43061884

October 11, 2017

Sourabh Patel

India

Dear Sourabh,

We believe our employees' ideas can literally change the world - and we see it happen all the time. For more than two 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, reporting to Shashi Reddy, Vice President, Engineering, with a start date to be determined.

Our offer to you includes a gross monthly salary of INR 87,500 and restricted stock units (RSUs) as per the terms and conditions in the attached RSU letter. Included in the gross monthly salary, Qualcomm will provide you allowances and reimbursements as indicated in the annexure to this offer letter. All 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 receive a sign-on bonus of INR 360,000 (less required withholdings), payable within the first two payroll periods of employment. If you terminate your employment prior to 24 months you agree to repay the full amount of the sign-on bonus.

Total Rewards Review

You will also be eligible to be considered for the corporate total rewards review program. During this review, each employee may be eligible for discretionary salary increases, performance bonus awards and Restricted Stock Unit grants subject to assessment on various relevant criteria. The total rewards review program is discretionary and is subject to change from time to time at the sole discretion of Qualcomm without any notice.

Benefits Program

Other offices: Bengaluru: 125-127, EPIP II Phase, Whitefield, Bengaluru-560066, Tel:+91-80-39841800; Fax: +91-80-39842001 Gurgaon: Global Business Park, 8th Floor, Tower D, Mehrauli Gurgaon Road, Gurgaon-122002, Haryana Tel:+91-124-6642316, Fax: +91-124-6642400 Chennai: TVH Agnitio Park, Floor #11, Door #141, OMR, Rajiv Gandhi Salai, Kandanchavadi, Chennai ,C600 096, Tamil Nadu, India. Tel: +91-44 -66946400; Fax: +91- 44 -66946401 Hyderabad: 5th Floor, Bldg # 8 Mindspace, Hitec City, Madhapur, Hyderabad, 500 081, Telangana, India. Tel: +91-40-3014-3500; Fax: +91-40-3014-2891 Mumbai: Unit no. 1102, Platina Building, G Block 11th Floor, Plot # C-59, Bandra Kurla Complex, Mumbai, India 400051 India. Tel: +91-22-67041400; Fax: +91-22-67041500



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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 Bangalore 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 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 a lump sum in the amount of INR 50,000 (less required withholdings) payable within the first or second payroll period of employment. 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. .

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.

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Probationary Period

You will initially be on probation for a period of 6 months 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 6 month period, 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 in lieu thereof.

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 in lieu of the required 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 in lieu of notice if it has reasonable grounds, including deficiency in performance, misconduct or negligence as per Qualcomm policy or guidelines, breach of this agreement or any applicable laws. You shall return to Qualcomm all company property in your possession upon the cessation of 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.

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Other Acknowledgements and Contingencies

You understand and agree that any information received as a result of any investigation to verify information provided in your resume, application and/or personal information sheet, and any other inquiries as deemed necessary, may be used by Qualcomm to determine appropriateness for employment, and that this offer may be revoked or your employment may be terminated based on information received from this investigation, even if such information is received after the commencement of your employment. If Qualcomm elects to so terminate on account of any misrepresentation, errors or inconsistencies in the information provided, Qualcomm shall not be obliged to provide any 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. 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.

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Governing law

This offer and the employment agreement resulting from it's 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.

Deadline to Accept Offer:

This offer of employment will remain valid until November 24, 2017. 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)

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 Shailesh Kumar at kumarsha@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 Shailesh Kumar at +91-98-6642-2634.

Congratulations and welcome to Qualcomm!

Sincerely,

Qualcomm India Private Limited

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Aarathi Sampath Kumar

Sr Mgr, Staffing

QUALCOMM India Private Limited

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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: _____

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Annexure to the Appointment Letter

Name:	Sourabh Patel
Designation:	Engineer
Location:	Bangalore
Gross Pay (annually):	INR 1,050,000
Gross Pay (monthly):	INR 87,500

		<u>Per Annum Rs.</u>	<u>Per Month Rs.</u>
<u>Gross Pay Components</u>			
<u>Basic Pay</u>		INR 420,000	INR 35,000
<u>House Rent Allowance</u>		INR 168,000	INR 14,000
<u>Flexible Benefit Plan</u>		INR 462,000	INR 38,500
Conveyance Allowance	Fixed Amount	INR 19,200	INR 1,600
Leave Travel Allowance		INR 42,000	INR 3,500
Medical Reimbursement		INR 15,000	INR 1,250
Special Allowance		INR 385,800	INR 32,150
<u>Gross Pay Sub-totals</u>		INR 1,050,000	INR 87,500

"Note: 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."

Retirals

Employer Contribution to Provident Fund	12% of Basic Pay	INR 50,400	INR 4,200
Gratuity	4.81% of Basic Pay	INR 20,202	INR 1,684
Retirals Sub-Totals		INR 70,602	INR 5,884

Cost to Company (Gross Pay + Retirals)

INR 1,120,602	INR 93,384
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Company Paid Standard Benefits

Mediclaime	INR 22,100
Personal Accident Insurance	INR 2,500
Group Term Life Insurance	INR 2,500
Total CTC (Gross Pay + Retirals + Co.Pd Std Benefits)	INR 1,147,702

Sign On Bonus	INR 360,000
New Hire Restricted Stock Unit Value	USD \$ 8,300



October 11, 2017

Sourabh Patel
India

Dear Sourabh,

Congratulations on receiving an offer of employment from our subsidiary, QUALCOMM India Private Limited. As the parent company of your employer, we at Qualcomm Incorporated ("Qualcomm" or the "Company") will offer you the opportunity to accept a grant of restricted stock units (RSUs) equal to **USD 8,300.00**, subject to obtaining necessary approval required under the Company's 2016 Long-Term Incentive Plan ("LTIP"). The number of RSUs to be granted will be determined by dividing **USD 8,300.00** by the fair market value (as defined by the LTIP) of Qualcomm common stock on the Company's next quarterly grant date (February 20, May 20, Aug 20 or Nov 20) following the month of your start date, rounded up to the nearest whole share. The grant of these RSUs will be subject to all of the terms and conditions of the LTIP and a Grant Notice and Award Agreement approved by the Company's Compensation Committee with one-third of the RSU vesting after one year and semi-annual vesting thereafter until fully vested in three years.

Please be aware that the Company reserves the absolute right in its sole discretion to suspend, modify, cancel or terminate the LTIP at any time without compensation to you or any other of the participating employees. Your participation in the LTIP is entirely voluntary and the benefits that are afforded under the LTIP do not form an employment contract with the Company or its subsidiaries. The RSUs are not part of your salary or other remuneration for any purposes, including for purposes of computing payment during any applicable notice period, payment in lieu of notice, severance pay, other termination compensation or indemnity (if any) or any similar payments. You remain responsible for complying with any applicable legal requirements in connection with your participation in the LTIP and for any taxes arising as a result of the RSU grant, including without limitation, the vesting of your RSUs, the subsequent sale of your shares and the receipt of any dividends or dividend equivalents (regardless of any employer tax withholding and/or reporting obligations). Further, we recommend that you seek advice from your personal accountant or tax advisor at your own expense regarding the tax implications of any RSU grants that may be made to you.

This letter and any RSU grant made to you shall be governed under U.S. federal and California state law (but not including the choice of law rules thereof). The federal and/or state courts of the State of California, County of San Diego, shall have exclusive jurisdiction to adjudicate any dispute arising out of this letter or any RSU grant made to you. Please note that the Company can grant the RSUs to you, in its sole discretion, only if and as long as it is permitted and feasible under the laws of your country and the U.S. If local or U.S. laws make the grant of the RSUs illegal or impractical, the Company will inform you as soon as possible.

You agree to execute any necessary or appropriate additional agreements, documents or instruments in connection with any RSU grant under the LTIP which is required in order to participate in any equity compensation plan offered by the Company.

Should you have any questions with respect to the content of this letter, please do not hesitate to contact Stock Administration at stockgrants@qualcomm.com.

Once again, congratulations on your offer to join the Qualcomm family!

Sincerely,

Qualcomm Incorporated

A handwritten signature in black ink, appearing to read "B. McClelland", written over a horizontal line.

By: _____

Bill McClelland
VP, International Human Resources