

Qualcomm “Patent Incentive Fund” - Terms and Conditions

1. These are the terms and conditions (“**Terms and Conditions**”) to apply for and/or benefit from the Qualcomm “Patent Incentive Fund” (“**PIF**”) set up by Qualcomm India Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at Unit No. 201, 2nd Floor, Tolstoy House, 15, Tolstoy Marg, New Delhi - 110001, India (“**QIPL**”) (“**Program**”).
2. Eligibility to apply for or avail of any disbursements under the Program and actual disbursements of funds under this Program shall be subject to these Terms and Conditions and any other terms specified by QIPL from time to time. No purchase or payment of any kind is required to apply or be eligible to receive funds under this Program.
3. This Program is not a competition, contest, offer, prize draw, chit scheme or lottery. No commitments should be anticipated or made on the basis of this Program and/or the disbursements specified herein.
4. The Program is intended to promote and encourage innovation and commercialization of technology products by providing partial reimbursements to eligible applicants towards actual costs already incurred in filing complete (non-provisional) patent application for technical advancements (either with the India Patent Office (IPO) or with the United States Patent and Trademark Office (USPTO)).
5. Applicants to the Program must be companies validly incorporated and registered in India, and shall be (a) a qualified participant in the Qualcomm Design in India Challenge, (b) a qualified participant in the Qualcomm Semiconductor Mentorship Program, (c) a qualified participant in the Qualcomm Women Entrepreneurs India Network Program, and/or (d) a company that Qualcomm Ventures LLC or its affiliated entities has invested in or the Indian parent/subsidiary of company that Qualcomm Ventures LLC or its affiliated entities has invested in, with material operations in India (collectively “**Other Programs**”) subject to such applicants having a Qualifying Product. A “Qualifying Product” for the purposes of these Terms and Conditions means a tangible technology product which also (except for entities that fall within (d) above), meets the following requirements: the product must be the subject matter of the proposal shortlisted for further consideration in the Other Program or must be the result of development further to the trainings, mentorship or other benefits received from the Other Program. In addition, an entity who was a qualified participant of any of the Other Programs four years prior to this Program becoming effective (i.e., shortlisted for further participation/investment in 2021, 2022, 2023 and/or 2024) would also be eligible to apply, provided that they have **not** received any similar grants for patent filing under any of the Other Programs.
6. The Program will be in effect from 01 April, 2025 to 31 March, 2026 (“**Period**”). The benefit(s) under this Program are non-transferable and cannot be clubbed with the benefits under any other program or competition organized by QIPL or its affiliates.
7. During the Period, eligible applicants may submit their applications subject to the eligibility guidelines and in accordance with criteria provided by QIPL at <https://www.qualcomm.com/company/locations/india/design-in-india-program> along with supporting documentation, including an abstract detailing the Qualifying Product and patent filing in brief and the patent filing receipts from the office where the filing has been made. QIPL may require additional documentation or information regarding each application to ascertain eligibility and for further consideration. QIPL may, in its sole discretion, shortlist up to two applicants from each of the Other Programs or in such other number or combination as QIPL may decide in its sole discretion, to receive support under this Program. Such shortlisted applicants (“**Eligible Applicant(s)**”) shall be considered for support as provided herein.
8. QIPL may disburse amounts under this Program as follows: where a complete (non-provisional) patent application for technical advancements has been filed either with the IPO or with the USPTO by the Eligible Applicant with respect to the Qualifying Product, an amount of upto and not exceeding INR 1,60,000 (Indian Rupees One Lakh Sixty Thousand only), inclusive of all taxes, per patent application filed, may be paid as encouragement and recognition, and in support towards costs of filing and prosecuting such patent application and based on and subject to sufficient supporting documentation on costs incurred. The Eligible Applicant will be eligible to receive only one disbursement from the Program per financial year and a total of two disbursements from the Program

in the aggregate. Provided that the total disbursements to each Eligible Applicant shall not, in the aggregate, exceed INR 3,20,000 (Indian Rupees Three Lakh Twenty Thousand only), inclusive of all taxes. For the avoidance of doubt, provisional patent applications and/or any applications other than for patents (India) or utility patents (US) will not be eligible for this support. All amounts shall be inclusive of GST, taxes, and other levies. Any applicable TDS will be deducted, and net amounts will be paid.

9. All Eligible Applicants shall be required to provide all documentation that QIPL may require, prior to disbursement of any amounts under this Program. QIPL may, at its sole discretion, withhold any amounts until it is satisfied that it has received all documents that it requires.
10. All applications will be considered on a 'first come first served' basis and it is clarified that different Eligible Applicants may receive different amounts as a part of the Program, subject to the limits provided herein. If QIPL considers and accepts any application as valid and eligible to receive reimbursement under this Program in its sole discretion and judgment, QIPL may provide such reimbursement to the Eligible Applicant towards actual costs incurred in such amounts and upto such limits as it deems appropriate after evaluation of each application on a case by case basis. There is no assurance that any applicant will receive any disbursements or that any two or more applicants will receive same or different amounts. For purposes of disbursements, QIPL approval date confirming the reimbursement and the amount to be reimbursed will apply to decide order of payment. Nothing in these Terms and Conditions shall entitle the applicants for any disbursements and such disbursements shall be made at the sole discretion of QIPL. The processes and/or procedures connected with the conduct of this Program (including with respect to acceptance of any applications, timelines/schedules, evaluation method, selection criteria, decision making and disbursements of amounts) are internal to QIPL and shall be as determined by QIPL in its sole discretion and judgment, with no requirement for QIPL to inform any applicant of the details of such procedures and/or processes.
11. Disbursements will be limited to a maximum amount of INR 40,00,000/- (Indian rupees forty lakhs only) in the aggregate, across the Program, for the year 2025, inclusive of all taxes. QIPL may reduce the funds allocated or disbursed based on its assessment and review of applications received or for other reasons. All payments will be inclusive of all taxes and subject to applicable tax deductions under law.
12. By applying to the Program, each applicant agrees to comply with the Privacy Policy at <https://www.qualcomm.com/site/privacy>. Any personal information collected by QIPL in connection with the Program will be retained and used QIPL, its affiliates, contractors, agents and/or assigns in accordance with the Privacy Policy at <https://www.qualcomm.com/site/privacy> and in addition, as otherwise set out in these Terms and Conditions and/or for the purposes of administering this Program. The applicant expressly consents and agrees to the use of such information for such purposes. The applicant agrees and acknowledges that QIPL and its affiliates and contractors may use information relating to the applicants, applications and/or products in relation to which the applications are submitted for publicity and marketing purposes or in relation to the Program or otherwise in connection with the Program without seeking any further notice, review, consent or payment.
13. By applying to the Program, each applicant represents and warrants that: (i) each Qualifying Product with respect to which it submits an application shall be an original work created solely by the applicant and not obtained from any third party in any manner and does not violate or infringe any third party rights including but not limited to third party Intellectual Property Rights; (ii) all information and data submitted by it within and in support of its application shall be true, accurate, complete and reliable in all respects and it has not concealed or misrepresented any information or data in any manner whatsoever; (iii) the application submitted by it conforms to these Terms and Conditions and all criteria and guidelines prescribed by QIPL; (iv) the Qualifying Product in respect of which it submits an application or the application as such is not subject to any third party agreement(s) or interests and no third party consents and/or licenses are required in connection therewith; (v) QIPL will not be required to pay or incur any sums to any person or entity in connection with the application submitted by it; (vi) the Qualifying Product in respect of which it submits an application or

the application as such does not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation or goodwill of QIPL or any other individuals and/or entities; (viii) the Qualifying Product in respect of which it submits an application or the application as such does not contain pornographic or obscene content, hateful content of any kind, content which promotes violence or harm to another living creature, or any other offensive or inappropriate content; (ix) Application submitted by it includes proof that any required documents to qualify or satisfy the eligibility criteria of the Program have been obtained; and (x) the Qualifying Product in respect of which it submits an application or the application as such does not violate any applicable law or post any content that would abet or constitute a criminal offence under applicable law.

14. QIPL reserves the right to disqualify any applicant who, in QIPL's sole discretion, has been determined to have violated the spirit of the Program or breached any terms hereof, including representation or warranty as provided under these Terms and Conditions, at any time. In case of any such event, QIPL may require the applicant to refund any amounts disbursed to it under this Program, which the applicant shall promptly comply with. Each Applicant hereby acknowledges that it shall have no right to object to any decision of disqualification taken by QIPL. Applicants who may receive funds under this Program may be required to execute appropriate agreements in addition to these terms and conditions, as required in the sole discretion of the QIPL.
15. To the extent permitted by applicable law, neither QIPL nor any of its representatives, subsidiaries, affiliates, advertising and/or promotion agencies, legal and financial advisors, and each of their respective officers, directors, shareholders, agents, licensees, licensors and employees (collectively "Released Parties") are responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access QIPL's website, for problems uploading any applications or downloading any Program-related materials from QIPL's website or for late, lost, stolen, damaged, misdirected, incorrect, garbled, delayed, undelivered or incomplete applications or other materials. For purposes of these Terms and Conditions, receipt of applications occurs when QIPL's website servers successfully receive the uploaded applications in accordance with the entry guidelines referred to herein and record the required application information.
16. All Intellectual Property Rights in the Qualifying Products in respect of which the applications are submitted shall vest solely with the applicant. "Intellectual Property Rights", as used herein, shall mean patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in know-how and trade secrets and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
17. By entering the Program and benefiting from the opportunity and other facilities, the Applicant hereby grants Qualcomm Incorporated and affiliates, a perpetual, irrevocable, worldwide, fully paid up, royalty-free, non-exclusive, unconditional and transferable license to make, use, sell, import, edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, create derivative works of, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), all or any of Intellectual Property related to the Application and/or the Qualifying Product in respect of which the Application is submitted, with or without attribution in any and all media, in any language, throughout the world, and in any manner, for advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to the Applicant or any third party. The Applicant will execute any further documentation requested by QIPL its affiliates in this regard.
18. The Applicant understands and acknowledges that: (i) Qualcomm group, including QIPL and its affiliates have wide access to ideas, concepts, prototypes, products, code, know-how, trade

secrets, plans, designs and construction information, processes and flowcharts, formulas, manufacturing techniques, discoveries, inventions, product specifications, machinery, drawings, photographs, computer source codes, equipment, devices, tools and apparatus and any other engineering or other technical information, and other materials, and the same are constantly being submitted to it or being developed by its employees/personnel; (ii) many ideas, concepts, strategies may be competitive with, similar to, or identical to content in the Application or the product in respect of which it is submitted and/or each other in theme, idea, workflow, concept, design, format, or other respects; (iii) the Applicant will not be entitled to any compensation as a result of Qualcomm group's, including QIPL's or its affiliates' use of any such similar or identical material that has or may come to QIPL, or any of them, from other sources. Except where prohibited by applicable law, the Applicant acknowledges and agrees that Qualcomm group, including QIPL nor any of the Released Parties do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the applicant's Intellectual Property Rights in and to the Application or the product in respect of which it is submitted. The Applicant acknowledges that, with respect to any claim of the applicant relating to or arising out of Qualcomm group's, including QIPL's actual or alleged exploitation or use of any Application or the product in respect of which it is submitted, created or arising in connection with the Program, the damage, if any, thereby caused to the applicant will not be irreparable or otherwise sufficient to entitle the applicant to seek any injunctive or other equitable relief or in any way enjoin, otherwise interfere with, delay, or interrupt the production, distribution, exhibition, or other exploitation of any production based on, or allegedly based on the Application or the product in respect of which it is submitted, and the applicant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law. QIPL is not providing any rights or licenses to the applicants under this Program. All Intellectual Property Rights of QIPL and its affiliates shall continue to vest solely with QIPL and its affiliates.

19. THE APPLICANT ACCEPTS THE CONDITIONS STATED IN THESE TERMS AND CONDITIONS, AGREES TO BE BOUND BY THE DECISIONS OF QIPL, AND WARRANTS THAT THE APPLICANT IS ELIGIBLE TO PARTICIPATE IN THIS PROGRAM. THE APPLICANT AGREES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THAT THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS, LOSSES, LIABILITY, AND DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION ANY ATTORNEYS' FEES AND EXPENSES), ASSERTED AGAINST ANY OF THEM, INCURRED, SUSTAINED, OR ARISING IN CONNECTION WITH THE PROGRAM, INCLUDING IN CONNECTION WITH USE, ACCEPTANCE, OR MISUSE OF ANY APPLICATION, OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELLING TO OR FROM ANY PROGRAM RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY, OR FROM THE RESPECTIVE APPLICANT'S BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE PROGRAM, INCLUDING THESE TERMS AND CONDITIONS.
20. NOTWITHSTANDING THE REVIEW BY QIPL OF ANY APPLICATION OR THE PRODUCT IN RESPECT OF WHICH IT IS SUBMITTED, OR ANY MATERIAL RELATING TO THE SPECIFIED CATEGORIES UNDER WHICH AN APPLICATION IS SUBMITTED, THE APPLICANT UNDERSTANDS AND AGREES TO BEAR SOLE LIABILITY AND RESPONSIBILITY FOR THE CONTENTS OF ITS APPLICATION AND THE PRODUCT AND ALL CLAIMS AND ASSERTIONS MADE BY IT AND INFORMATION AND DATA PROVIDED BY IT IN RELATION THERETO TO SEEK REIMBURSEMENTS UNDER THIS PROGRAM AND AGREES TO REIMBURSE THE RELEASED PARTIES FOR ANY DAMAGES AND/OR COSTS INCURRED AS A RESULT OF A THIRD PARTY'S CLAIM OR DEMAND RELATING TO ANY OF THE ABOVE INCLUDING A CLAIM OF INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.
21. QIPL's decisions (including the decisions of the judging panel appointed by QIPL) are final and binding in all matters related to this Program, including interpretation and application of

these Terms and Conditions. Applicants may be contacted by QIPL using the contact information provided by such applicant in its application. QIPL reserves the right, in its sole discretion, to disqualify any applicant found tampering with the entry process, application or otherwise interfering with the proper administration of the Program or violating these Terms and Conditions and void all such applications.

22. QIPL may cancel, modify, or suspend the Program (or portion thereof) at its discretion, including due to a force majeure event, without any further obligation or liability.
23. The applicant hereby acknowledges and agrees that the relationship between the applicant and QIPL is not a confidential, fiduciary, exclusive or other special relationship, and the applicant's decision to submit an application in connection with this Program does not place QIPL in a position that is any different from the position held by members of the general public with regard to elements of the application, other than as set forth in these Terms and Conditions.
24. QIPL reserves the right to not select any applicant or select a lesser number of applicants at its sole discretion and judgment at each phase, including for reasons of any withdrawals or disqualifications or lack of appropriate documentation or sufficient eligible applications.
25. Applicants shall comply with all applicable laws at all times during the Program. If permitted access to any QIPL facilities or infrastructure or systems, applicants shall comply with QIPL policies, regulations and codes of conduct as communicated to them from time to time.
26. Applicant represents and warrants to QIPL that, in connection with the transactions contemplated herein or in connection with any other transactions involving QIPL or its affiliates, the applicant, and everyone acting on its behalf, will comply with and will not violate any applicable anti-corruption laws. Applicant represents and warrants to QIPL that the applicant has not, and covenants and agrees that it will not, in connection with the transactions contemplated herein or in connection with any other transactions involving QIPL or its affiliates, make, promise, or offer to make any payment or transfer anything of value, directly or indirectly, to any individual to secure an improper advantage. It is the intent of the Parties that no payments or transfer of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining or retaining business. The applicant represents and warrants that no payment shall be made to anyone for any reason on behalf of or for the benefit of QIPL or its affiliates which is not pre-approved in writing by QIPL and which is not properly and accurately recorded in the applicant's books and records, including amount, purpose and recipient, all of which shall be maintained with supporting documentation.
27. This Program is governed by the laws of the Republic of India. The competent courts at Bangalore, India shall have sole and exclusive jurisdiction over any and all legal actions or claims arising out of, related to or in connection with this Program and these Terms and Conditions.

