

Qualcomm® Make In Africa Startup Mentorship Program 2026 - Official Rules

1. These terms and conditions are the official rules (“**Official Rules**”) for participating in the Qualcomm Make in Africa Startup Mentorship Program 2026 (“**Program**”), which is run by **Qualcomm Technologies, Inc.**, a Delaware corporation with an office at 5775 Morehouse Drive, San Diego, California 92121, U.S.A. (“**QTI**”).
2. No purchase or payment of any kind is required to enter the Program. The Program is set up to invite eligible participants to develop innovative solutions and incorporate them into their product design and development using QTI’s and its affiliates’ platforms and technologies.
3. The Program is open to any company registered with operations in Africa and is subject to the other eligibility criteria described on the Program’s website (available at <https://www.qualcomm.com/company/locations/africa/qualcomm-make-in-africa>) and in the below:
 - a. Participant (including the directors, officers, employees, counsels, contractors, members, or any form of representatives of the eligible participant) must not be a “Restricted Person”, which is defined as any legal or natural person (i) listed on a prohibited or restricted party list published by the U.S. government, including but not limited to the U.S. Department of Treasury’s “List of Specially Designated Nationals and Blocked Persons” and “Consolidated Sanctions List”, and the U.S. Department of Commerce’s Entity List, Unverified List, Denied Persons List, and Military End-User List, or any similar list maintained by the United Kingdom, the European Union or its Member States, or other applicable local authority; (ii) located, organized or resident in a country or territory against which the U.S. government maintains comprehensive economic sanctions or an embargo (i.e., currently Cuba, Iran, North Korea, and the Crimea and other regions of Ukraine controlled by the Russian Federation); (iii) in the case of a legal person, owned (50% or more in the aggregate) or controlled, directly or indirectly, by one or more persons or entities described in (i) or (ii); or (iv) otherwise the target of U.S. sanctions (collectively, “**Restricted Persons**”).
4. The application phase of the Program will begin and end on the dates published on the Program’s website (“**Application Phase**”). During the Application Phase, eligible participants (“**Participants**”) may submit their applications to participate in the Program and submit their proposals as entries for consideration (“**Proposals**”) in accordance with the entry guidelines described on the Program’s website. To be eligible for consideration in the Program, all proposals must be received during the First Phase by the deadline stated on such website.
5. Proposals from Participants will be accepted during the Application Phase subject to the eligibility criteria and the selected Participants and their Proposals will be shortlisted by Sponsor (“**Shortlisted Participants**”) to participate in the next phase of the Program for the development and incubation of such Proposals (“**Mentorship Program**”). The Mentorship Program will begin and end on the dates published on the Program’s website. Shortlisted Participants will be selected for the Mentorship Program after the end of the Application Phase by a judging panel appointed by or on behalf of QTI and based on selection criteria described on the Program’s website.
6. QTI may, in its sole discretion, provide a grant to each Shortlisted Participant up to the equivalent of Five Thousand U.S. Dollars (\$5,000), which shall be used by the Shortlisted Participant in good faith and solely for further developing its Proposal submitted for consideration during the Mentorship Program. The foregoing grant may be paid by QTI or its affiliates in one or more installments during the Mentorship Program and in U.S. Dollars. All such payments will be subject to the deduction of applicable tax. The number of Shortlisted Participants selected for the Mentorship Program and the manner and timing of funding to be provided to each will be determined by QTI in its sole discretion.

7. QTI may at its sole discretion provide one (1) hardware development platform to the Shortlisted Participants, and QTI personnel may also be provided to demonstrate their prototype applications and answer questions.

8. In addition to the grant referred to above, in the event a Shortlisted Participant files during the Program, using a law firm designated or approved by QTI, one or more complete (non-provisional) patent applications for technical advancements – either with the United States Patent and Trademark Office (USPTO), the Shortlisted Participant's country, or via the World Intellectual Property Organization (WIPO) under the Patent Cooperation Treaty (PCT). QTI may, in addition to the payment by QTI of any grant, and in its sole discretion, transfer to such Shortlisted Participant, to offset the actual costs of filing and prosecuting up to two (2) such patent application(s), an amount not to exceed, in the aggregate (for all applications), Five Thousand U.S. Dollars (\$5,000). The amount transferred to a Shortlisted Participant may be paid in U.S. Dollars and shall be subject to the deduction of applicable tax.

9. By entering the Program, Participant agrees to comply with the Web Site Terms of Use of Qualcomm Incorporated (“**Qualcomm**”) (<https://www.qualcomm.com/site/terms-of-use>), which are incorporated by reference into these Official Rules. In addition, Shortlisted Participants may be required to execute appropriate agreements in addition to these terms and conditions, as required in Sponsor's sole discretion, to progress in the Program.

10. Any personal information, as the case may be, that is provided by any Participant or collected by Sponsor in connection with the Program, will be retained and used by QTI and its affiliates in accordance with the QTI's Privacy Policy located online at <https://www.qualcomm.com/site/privacy>, and in addition, as otherwise set out in these Official Rules for the purpose of administering this Program. Participants expressly agree to the use of such information for such purpose.

11. By entering the Program, Participant grants permission (except where prohibited by law) to Sponsor and its affiliates, contractors and agents (individually, a “**Sponsor Party**” and collectively, the “**Sponsor Parties**”) to use Participant's name and location, logo, graphics, photograph, voice, likeness, and result in the Program (all at the Sponsor Parties' discretion) for Sponsor's and its affiliates' advertising or publicity (including, without limitation, Programming) in any and all media now or hereafter devised throughout the world, in perpetuity and without additional compensation, notification, release, or permission. A Sponsor Party may request that Participant participate in promotional activities, case studies and/or other marketing activities regarding the Program. Participant agrees to use its best efforts to participate in such activities and case studies, and Participant agrees to comply with all applicable sponsorship and disclosure laws and regulations when participating in all such activities. To the extent permitted by law, Participant consents to and authorizes the Sponsor Parties to film, videotape, digitally record and/or photograph Participant in connection with the Program (the “**Recordings**”). Any Sponsor Party may edit and/or include Recordings, in its sole discretion, in one or more visual, audio and/or audio-visual programs or programming segments prepared by or on behalf of Sponsor and/or its affiliates (“**Programming**”) and to use, reproduce, distribute, exhibit, perform and otherwise exploit any Recordings and/or any and all portions of Recordings in any and all media whether now known or hereinafter devised throughout the world, in perpetuity and for any purpose or use whatsoever as designated by Sponsor and/or its affiliates. Participant understands and agrees that Participant shall not be entitled to any compensation with respect to the Recordings or the any Programming. To exercise any data subject rights granted by applicable law, Participant shall follow the instruction in the privacy policies mentioned above. To the extent permitted by law, Participant hereby expressly waives and releases each Sponsor Party and each of its employees, successors, assigns, licensors and licensees from and against any and all claims which Participant may have relating to invasion of privacy, publicity, defamation, infringement of copyright or any other claim or cause of action arising out of (a) the production, use, distribution, exhibition, advertising,

promotion or other exploitation of any Programming, (b) any and all portions of the Recordings, whether or not included in any Programming.

12. By entering the Program, Participant represents and warrants that: (i) each Proposal submitted by Participant is an original work created solely by Participant 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) in the event the Proposal submitted by Participant relies on, incorporates or otherwise uses any third party material, including without limitation any music, videos, trademarks, logos, or any other content or material, Participant will disclose all details regarding such third party materials to Sponsor at the time of submission and ensure it has obtained all of the rights, licenses, permissions and releases in writing from any such third party for use of such material in connection with the Proposal and the Program; (iii) the Proposal submitted by it conforms to these Official Rules and all criteria and guidelines prescribed by Sponsor; (iv) the Proposal submitted by it is not subject to any third party agreement(s) and no third party consents and/or licenses are required in connection therewith; (v) neither Sponsor nor any of its affiliates will be required to pay or incur any sums to any person or entity in connection with the Proposal submitted by it; (vi) the Proposal submitted by it includes proof that any required permits from local authorities and other permissions have been obtained; (vii) the Proposal submitted by it does not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation or goodwill of Sponsor, any of its affiliates or any other individuals and/or entities; (viii) the Proposal submitted by it does not contain pornographic or obscene content, hateful content of any kind, content which promotes violence, or any other offensive or inappropriate content; (ix) the Proposal submitted by it does not include threats of any kind or any content that may intimidate, harass, or bully anyone; and (x) the Proposal submitted by it does not violate any applicable law or post any content that would abet or constitute a criminal offence under applicable law.

13. Sponsor reserves the right, exercisable in its sole discretion to disqualify any Participant and end its participation in the Program immediately upon notice and for any reason, including (without limitation) if Sponsor believes that such Participant has violated the spirit of the Program, not participated in the Program in good faith, misused any grant, award or incentive provided by Sponsor, or breached any terms of these Official Rules, including any representation or warranty provided by Participant hereunder, at any time during the Program. Sponsor's determination in this regard will be final, and Participant acknowledges that it will not have any right to object to, modify or reverse any such determination.

14. To the extent permitted by applicable law, neither Sponsor nor any of its representatives, subsidiaries, affiliates, advertising and/or promotion agencies, legal and financial advisors, or any of their respective officers, directors, shareholders, agents, licensees, licensors or 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 Sponsor's website, for problems uploading any Proposals or downloading any Program-related materials from Sponsor's website or for late, lost, stolen, damaged, misdirected, incorrect, garbled, delayed, undelivered or incomplete Proposals or other materials. For purposes of these Official Rules, receipt of a Proposal occurs when Sponsor's website servers successfully receive the uploaded Proposal in accordance with the entry guidelines referred to herein and record the required Proposal information.

15. **Intellectual Property**

a. "**Intellectual Property Rights**", as used in these Official Rules, means patents, rights to inventions, copyrights, 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.

b. As between Participant and Sponsor, all Intellectual Property Rights in the Proposal, including all materials and information therein, that in each case were originally created and owned by Participant solely in connection with and as a result of its participation in the Program (“**Participant Materials**”) will vest solely with Participant, subject to the rights of QTI and its affiliates in and to any QTI Products (and any derivative works thereof) referenced, used or incorporated with or in, or relating to, Participant Materials.

c. QTI and/or its affiliates may from time-to-time, and subject to execution of appropriate license agreement(s), provide any Participant with a limited, non-exclusive, non-sublicensable, non-transferable, royalty-free, revocable license to access or use certain software, hardware and infrastructure of QTI (“**QTI Products**”) during Participant’s participation in the Program and solely for use in development of the Proposal. Each such Participant acknowledges that access to and use of such QTI Products will be subject to applicable licensing terms and separate license agreements prescribed by the relevant licensing entity. All rights, title and interests in and to the QTI Products, including any Intellectual Property Rights therein or relating thereto, will remain vested solely with QTI, its affiliate or the relevant licensor. QTI, its affiliate or the relevant licensor may at any time revoke the license without any further liability to Participant or any other party.

d. To the extent that any Participant Materials incorporate or rely on any QTI Products or materials created by QTI or its affiliates, agents or licensors, and to the extent Participant intends or desires to continue using such QTI Products after the Program ends (or, if earlier, until the applicable license agreement agreed to during the Program terminates or expires), the applicable Participant will enter into appropriate license arrangements with QTI or the authorized licensors of such materials to continue using such QTI Products. Any such continued licensing for use of such QTI Products or materials created by QTI or its affiliates, agents or licensors is at the sole discretion of QTI or the authorized licensors of such materials.

e. Participant hereby grants to Sponsor and its affiliates a worldwide, fully paid up, royalty-free, non-exclusive license, under all Intellectual Property Rights that Participant owns or controls in and to the Participant Materials, and with the right to sublicense such license to contractors of Sponsor and its affiliates engaged to perform services related to the Program, to use, import, modify, create derivative works of, adapt, and reproduce the Participant Materials as necessary to provide support and related services to Participant related to its Proposal.

f. Participant acknowledges that: (i) Sponsor and its affiliates have 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; and (ii) ideas, concepts, strategies may be competitive with, similar to, or identical to content in the Proposal or Participant Materials and/or each other in theme, idea, workflow, concept, design, format, or other respects. Participant acknowledges and agrees that Participant will not be entitled to any compensation as a result of any use by Sponsor or its affiliates of any such similar or identical material that has or may come to Sponsor, or any of its affiliates, from other sources. Except where prohibited by applicable law, Participant acknowledges and agrees that neither Sponsor or its affiliates nor any of the Released Parties will now or in the future have any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of Participant’s Intellectual Property Rights in and to its Proposal or Participant Materials. Participant further acknowledges that, with respect to any claim of Participant

relating to or arising out of Sponsor's or any of its affiliate's actual or alleged exploitation or use of any Proposal or Participant Materials submitted, created or arising in connection with the Program, the damage, if any, thereby caused to Participant will not be irreparable or otherwise sufficient to entitle Participant 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 Participant Materials, and Participant's rights and remedies in any such event will be strictly limited to the right to recover damages, if any, in an action at law.

16. PARTICIPANT ACCEPTS THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREES TO BE BOUND BY THE DECISIONS OF SPONSOR, AND WARRANTS THAT PARTICIPANT IS ELIGIBLE TO PARTICIPATE IN THIS PROGRAM. PARTICIPANT FURTHER AGREES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THAT THE RELEASED PARTIES WILL 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 PROPOSAL, OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY PROGRAM RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY, OR FROM PARTICIPANT'S BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE PROGRAM, INCLUDING THESE OFFICIAL RULES. NOTWITHSTANDING THE REVIEW BY SPONSOR OF ANY PROPOSAL OR PARTICIPANT MATERIALS, PARTICIPANT UNDERSTANDS AND AGREES TO BEAR SOLE LIABILITY AND RESPONSIBILITY FOR THE CONTENTS OF ITS PROPOSAL AND ANY PARTICIPANT MATERIALS AND AGREES TO REIMBURSE THE RELEASED PARTIES FOR ANY DAMAGES AND/OR COSTS INCURRED AS A RESULT OF ANY THIRD PARTY CLAIM OR DEMAND RELATING TO SUCH CONTENT, INCLUDING WITHOUT LIMITATION ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION.

17. Sponsor's decisions (including the decisions of Sponsor's affiliates or other agent appointed or selected by Sponsor to administer the Program) are final and binding in all matters related to this Program, including interpretation and application of these Official Rules (without prejudice to any claim that could be filed before the Court). Potential Shortlisted Participants may be contacted by Sponsor or its agents using the contact information provided by such Participant in its Proposal. Sponsor reserves the right, in its sole discretion, to disqualify any Participant found tampering with the entry process, Proposal or QTI Materials or otherwise interfering with the proper administration of the Program or violating these Official Rules and void all such Proposals.

18. Sponsor may cancel, modify, or suspend the Program, or modify these Official Rules (or any portion thereof or hereof) in its sole discretion, including without limitation due to a force majeure event, without any further obligation or liability. Any modifications made to these Official Rules will be made effective when posted on the Program website or otherwise made available to Participants, and Participant hereby acknowledges and agrees that any such modifications will be binding on Participant.

19. Participant hereby acknowledges and agrees that the relationship between Participant and Sponsor is not a confidential, fiduciary, exclusive or other special relationship, and Participant's decision to submit a Proposal in connection with this Program does not place Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the Proposal, other than as set forth in these Official Rules.

20. Sponsor reserves the right not to select any Participant in any phase of the Program or select a lesser number of Participants other than as set out herein at its sole discretion and judgment at each phase, including for reasons of any withdrawals or disqualifications. If any Participant withdraws from the Program, it will promptly refund any grants, incentives and awards provided to it by Sponsor related to the Program.

21. Compliance with Laws

a. Each Participant shall at all times comply with all applicable domestic and international laws in connection with their participation in the Program, including but not limited to applicable domestic and international anti-corruption and record-keeping laws and regulations, such as the U.S. Foreign Corrupt Practices Act, and the U.K. Bribery Act, and not directly or indirectly, offer, pay, promise make, offer, authorize, or promise any payments or contribution of money, gifts, business courtesies, hospitality or anything of value to any person for the purpose of influencing any official act or decision of such person in their official capacity, inducing such person to perform or omit any act in violation of their lawful duty, improperly obtain or retain business, securing any improper advantage, pay for improper advantage already secured, or inducing such person to use their influence to affect or influence any act or decision of any foreign or domestic government official or employee, government instrumentality, political party, political official, candidate for political office, member of a royal family, or any officer or employee of a public international organization.

b. Each Participant shall comply with, will not violate, and will not cause QTI to violate any applicable domestic and international export control and economic sanctions laws, orders, and regulations, including but not limited to the Export Administration Regulations, 15 CFR Parts 730-774, the Foreign Assets Control Regulation, 31 CFR Parts 500-599. In connection with the activities contemplated by this Agreement, Participant warrants that they are not (i) listed on a prohibited or restricted party list published by the U.S. government, including but not limited to the U.S. Department of Treasury's "List of Specially Designated Nationals and Blocked Persons" and "Consolidated Sanctions List", and the U.S. Department of Commerce's Entity List, Unverified List, Denied Persons List, and Military End-User List, or any similar list maintained by the United Kingdom, the European Union or its Member States, or other applicable local authority; (ii) located or resident in a country or territory against which the U.S. government maintains comprehensive economic sanctions or an embargo (i.e., currently, Cuba, Iran, North Korea, and the Crimea and other regions of Ukraine controlled by the Russian Federation); or (iii) otherwise the target of U.S. sanctions. Subject to relevant laws, Participant agrees to notify QTI of any violation of this section that has or may have occurred.

c. If a Participant is permitted access to any facilities, infrastructure or systems of QTI or its affiliates, such Participant will comply with all applicable policies, regulations and codes of conduct of QTI and/or its affiliates as communicated to Participant from time to time.

d. Each Participant represents and warrants to QTI that, in connection with the transactions contemplated herein or in connection with any other transactions involving QTI, Participant, and everyone acting on its behalf, will comply with all applicable anti-corruption laws. Each Participant represents and warrants to QTI that Participant 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 QTI 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 QTI and Participant that no payments or transfer of value will 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. Each Participant represents and warrants that no payment will be made to anyone for any reason on behalf of or for the benefit of QTI or its affiliates which is not pre-approved in writing by QTI or its

affiliates and which is not properly and accurately recorded in Participant's books and records, including amount, purpose and recipient, all of which will be maintained with supporting documentation.

22. The Program is governed by the laws of the State of California, U.S.A., determined for this purpose without regard to any conflict of law principles that would result in the application of the laws of a different jurisdiction. The Parties will attempt to resolve all disputes, claims and controversies arising under or in connection with these Official Rules through mutual negotiation in good faith. All such disputes, claims or controversies which remain unresolved by such good faith negotiation, within thirty (30) days of either Party seeking such negotiation, will be submitted to a confidential arbitration to be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce ("**ICC Rules**"). A single arbitrator will be selected in accordance with the ICC Rules for such arbitration. The place of such arbitration will be in San Francisco, California, U.S.A. The language of the arbitration will be English. The arbitrator's decision will be final and binding on the Parties. The prevailing Party will be entitled to recovery from the other party, all arbitration costs, attorney's fees, and other related expenses, incurred in any such proceedings. The Parties agree that judgment may be entered upon such an award in any court of competent jurisdiction. Nothing in these Official Rules precludes Sponsor from seeking and obtaining from a court of competent jurisdiction appropriate equitable relief, including without limitation, a temporary restraining order or other injunctive relief, to prevent a breach of these Official Rules or to otherwise maintain the status quo pending outcome of any arbitration proceeding.