

Qualcomm Semiconductor Mentorship Program 2022 - Rules

1. These are the rules ("**Rules**") for participation in the Qualcomm Semiconductor Mentorship Program 2022 ("**Program**") run by **Qualcomm India Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Unit No. 201, 2nd Floor, Tolstoy House, 15, Tolstoy Marg, New Delhi - 110001, India ("**QIPL**").
2. The Program is intended to encourage entrepreneurship and development of the semiconductor ecosystem in India through mentorship, training and industry outreach support for select startups chosen to participate in the Program at QIPL's sole and full discretion ("**Participant(s)**"). The Program is planned to be conducted over nine months from September 2022 to May 2023 in the form of sessions / webinars and mentorship, subject to any operational constraints.
3. The Program is made available on a voluntary and 'as-is where-is' basis without any representations or warranties of any kind. No purchase or payment is required to participate. QIPL or its affiliates shall not have or incur any investment or employment obligations, payment obligations or other commercial commitments to any Participants, and do not make any promises or assure or guarantee any outcomes, investments, or other results. The benefit(s) under this Program are non-transferable and cannot be deferred to any later date.
4. The Participants shall comply with applicable laws at all times during the Program. If invited or permitted access to any QIPL facilities or infrastructure or systems, Participants shall comply with applicable QIPL policies, regulations (including safety and security rules and regulations), and codes of conduct. The Participants shall maintain professional and ethical conduct at all times and in all interactions and matters relating to the Program. The Participants shall exercise caution and refrain from sharing any information of a sensitive, proprietary, or confidential nature, of their own or any third parties. Any attempt to misuse or cause any harm to QIPL facilities or infrastructure, or systems or to any third-party through the use of facilities provided by QIPL will result in Participant's disqualification or elimination from the Program. The Participants shall not seek or provide any personal investments or contributions from or to any employees of QIPL or its affiliates. The Participants shall not issue any communication, written or otherwise, that disparages, criticizes, or otherwise reflects adversely or encourages any adverse action against QIPL or its affiliates.
5. Neither QIPL nor any of its representatives, subsidiaries, affiliates, and/or each of their respective officers, directors, shareholders, agents, licensees, licensors and/or employees (collectively "**Released Parties**") are responsible for any issues in relation to the Program, including operational or logistical impediments, technical issues or malfunctions, internet or telecommunication disruption, downtime or quality issues, incorrect or inaccurate entry of information, human error, 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 any website, or for late, lost, stolen, damaged, misdirected, incorrect, garbled, delayed, undelivered or incomplete materials.
6. Each Participant 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 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 or identical to, a Participant's plans or information, or other Participant materials and/or each other in theme, idea, workflow, concept, design, format, or other respects; (iii) the Participant 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. The Participant acknowledges and agrees that Qualcomm group,

including QIPL or any of the other Released Parties, do not and shall not have any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the Participant's intellectual property rights. The Participant acknowledges that, with respect to any claim relating to or arising out of Qualcomm group's, including QIPL's actual or alleged exploitation or use of any Participant material or intellectual property rights, the damage caused, if any, will not be irreparable or otherwise sufficient to entitle the Participant to seek any injunctive or 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 any such materials or intellectual property rights.

7. Each Participant represents and warrants that it is eligible to participate in the Program, accepts the conditions in these Rules, and agrees to be bound by the decisions of QIPL. Each Participant agrees that, to the maximum extent permitted by applicable law, the Released Parties shall not be responsible or liable for any claims, actions, losses, liabilities, damages or expenses of any kind (including without limitation any attorneys' fees and expenses), arising out of or in connection with the Program, including in connection with (i) use, acceptance, or misuse of any information shared, (ii) any injury, damage, death, loss, or accident to person or property, (iii) any Participant's participation in the Program or breach of these Rules, or (iv) otherwise. In the event the foregoing disclaimer is held invalid for any reason, the maximum liability of the Released Parties in relation to the Program and for any and all damages, loss and/or other liability, shall not exceed Indian Rupees One Hundred Only, in the aggregate.
8. By registering for the Program, each Participant agrees and consents to QIPL and its affiliates, contractors, agents and/or assigns collecting, using, and sharing the personal information submitted by the Participant, including name, address and contact details, for the purposes of the Program, including administering and conducting the Program and related promotions. Participants may be contacted using the contact information provided. Personal data collected by QIPL will be handled in accordance with the privacy policy available on <https://www.qualcomm.com/site/privacy>. QIPL or its affiliates, contractors, agents and/or assigns will not be responsible or liable in any manner whatsoever for any acts or omissions or any related obligations or liabilities of any third party, including 'Start up India', in relation to any data or information of any Participants. The Participants agree and acknowledge that QIPL and its affiliates and contractors may use company logos, brands, tradenames relating to the Participants for communication, publicity, and marketing, or otherwise in connection with the Program without seeking any further notice, review, consent, or payment.
9. Notwithstanding the review by QIPL or its affiliates or any of their employees/personnel of any material/information shared by the Participant, the Participant agrees to bear sole liability and responsibility for the contents thereof and agrees to defend, indemnify and hold harmless the Released Parties from and against any claims, actions, suits, proceedings, demands, notices, causes of action, losses, damages, liabilities, awards, settlements, costs, fees and expenses (including attorney fees) that may arise out of or in connection with any such material/information, including a claim of infringement by such material of any party's intellectual property rights.
10. The Participant hereby acknowledges and agrees that the Participant and QIPL are not in a fiduciary, exclusive or other special relationship, and the Participant's decision to participate in the Program or share any information does not place QIPL in a position that is any different from the position held by members of the general public, other than as set forth in these Rules. The Program or the support provided by QIPL through the Program shall not be deemed to create any joint venture, partnership, agency or employer-employee relationship with any of the Participants or their personnel.
11. "Confidential Information" shall mean all or any information of a sensitive, confidential, proprietary nature or otherwise relating to QIPL or its affiliates, including but not limited to business and/or technical information, information relating to operations, business plans, products, roadmaps, strategies, developments, customers, intellectual property, products and/or any information or details relating to them, irrespective of the medium, whether or not such information is expressly stated to be confidential, which is obtained and/or received by Participant in connection with the Program. The Participant and its

employees and personnel shall treat all Confidential Information as confidential, whether or not so identified, and shall not disclose, or permit the disclosure of such information, to anyone. The Participants shall limit the use of the Confidential Information solely for the purposes of their participation in the Program. The confidentiality obligations shall survive any expiration or termination of the Program. For the avoidance of doubt, it is clarified that no rights, licenses or other interests of any kind whatsoever are granted under or by virtue of the Program (whether expressly, by implication or otherwise) to (i) any intellectual or proprietary property rights of QIPL or its affiliates, including in relation to any materials, product or inventions or any combination thereof; or (ii) any patents, patent applications, or patentable inventions or discoveries of QIPL or its affiliates.

12. Participants shall not make use of any trademarks, service marks, trade names, service names, brands or logos or other identifying or associated marks of the Qualcomm group of companies by any method including but not limited to any news release, advertisement, publicity, or promotional material, without QIPL's prior written consent.
13. Each Participant shall maintain insurance in such types and amounts that are necessary to protect and insure its business and personnel (including while participating in the Program), including but not limited to workmen's compensation insurance, commercial general liability insurance, general property insurance.
14. The Participant shall not, during the course of the Program and for one (1) year thereafter, by itself or through or in conjunction with any third party, solicit, induce or encourage, or cause/assist others to solicit, induce or encourage any employees of QIPL or its affiliates to terminate their employment with QIPL or its affiliates or breach any of their employment terms.
15. QIPL's decisions are final and binding in all matters relating to the Program, including interpretation and application of these Rules. QIPL reserves the right, in its sole discretion, to disqualify or eliminate any Participant who in its sole opinion, has violated the spirit of the Program, breached any terms hereof, interfered with the proper conduct of the Program or for any other reason that QIPL deems appropriate. Each Participant hereby acknowledges that it shall accept any such decision made by QIPL. QIPL may cancel, modify, or suspend the Program (or part thereof) at its discretion, including due to a force majeure event or other reasons, without any further obligation or liability at any time.
16. This Program and these Rules shall be governed by the laws of India. The competent courts at Bangalore, India shall have sole and exclusive jurisdiction over all actions or claims arising out of or in connection herewith.

Agreed and Accepted on _____, 2022

_____ (Signature of Authorised Signatory)

_____ (Name and Title)

_____ (Name and stamp of Organisation)