

SNAPDRAGON INSIDERS ACCESS PROGRAM 2026

TERMS AND CONDITIONS

Program Overview. The Snapdragon Insiders Access Program 2026 (the “**Program**”) is a loyalty program sponsored by Qualcomm Technologies, Inc. (“**QTI**”, “**our**”, “**us**”, or “**Sponsor**”) and designed to engage individuals as brand advocates and to foster awareness of Sponsor’s products, services and values (each, an “**Snapdragon Insider**”). As part of the Program, Sponsor may offer one or more opportunities identified on the applicable application webpage or form, which may include access to events sponsored or hosted by Sponsor, and the provision of a gifted or loaner device powered by Snapdragon® or Qualcomm®. Snapdragon Insiders are expected to create content and/or participate in promotional activities to help strengthen connections with the technology community.

Agreement and Acknowledgement. By checking the box to apply for one or more opportunities, you, on behalf of myself and the legal entity that you are authorized to represent, (“**you**”, “**your**” and/or “**Company**”), acknowledge and agree that: (i) participation in an opportunity may involve certain risks, including accidents and injuries; and (ii) you have read, understood, and agree to be bound by these Snapdragon Insiders Access Program 2026 Terms and Conditions (this “**Agreement**”). If you do not agree to all of the terms and conditions of this Agreement, you are not eligible to participate in the Program or any opportunities offered under the Program.

1. **Eligibility.** The Program is open to legal residents of the United States and Canada (exclude Quebec) who are eighteen (18) years of age or older at the time of participation who can form legally binding contracts under applicable laws. The Program is not open to individuals who are affiliated with any government agencies or state-owned entities, are a Restricted Person (defined hereinafter), and the Program is void where prohibited by law.

Employees (and their immediate families [spouse, parent, child, sibling and their respective spouses], regardless of where they reside or those living in the same households, whether or not related) of Sponsor, its affiliates, and subsidiaries are not eligible to participate in the Program.

2. **Registration.** To enroll in this Program, you must complete an application form available on the landing page which redirected you to this Agreement. You may apply for one or more opportunities available on the application form, and you must be a Snapdragon Insider by the time you enroll in this Program. You may become a Snapdragon Insider by signing up via our website at <https://www.qualcomm.com/snapdragon/insiders> and/or follow one or more of our @Snapdragon official accounts on social media, including on [Instagram](#), [Threads](#), [X](#), [TikTok](#), [Twitch](#) and/or [Discord](#).
3. **Opportunities.** During the Term (defined hereinafter), and subject to your continued compliance with this Agreement and all Program guidelines, Sponsor, at its sole discretion, may provide one or more of the following opportunities (each, an “**Opportunity**”) to you, including (a) a limited, revocable, non-exclusive right to refer to yourself as a “Snapdragon Insider” solely in connection with permitted Program activities and in accordance with Sponsor’s branding guidelines; (b) invitations to certain events sponsored or hosted by Sponsor; and (c) provision of a gifted or loaner device powered by Snapdragon or Qualcomm. These Opportunities are personal to you, have no cash value, may vary by

region and/or availability, and may be modified, substituted, or discontinued by Sponsor at any time in its sole discretion.

4. **Obligation to Snapdragon Insider.** During the Term, Snapdragon Insiders are highly encouraged to create content in connection with one or more Opportunities that are available to you. Once Snapdragon Insider creates content in connection with the Opportunities (collectively, “**Content**”), we ask that you adhere to the guidelines that the designated representative(s) of Sponsor (“**QTI representative**”) may provide to you from time to time. Such guidelines may include device information, product claims, disclosure requirements, and brand guidelines.

- a. When an Opportunity pertains to a gifted or loaner device powered by Snapdragon or Qualcomm, Sponsor may request you to execute additional legal document(s) and/or to provide additional information before QTI representative may provide such device to you. Any failure to satisfy the foregoing requirements or fail to respond in a timely manner may result in forfeiture of this Opportunity. Upon receipt of a gifted or loaner device, you are expected to capture Content featuring the device and/or editing Content on the device.

- b. If QTI representative indicates that the provision is a “loaner device”, you acknowledge that such device is provided solely on a loan basis and shall not be gifted or transferred. At the end of the loan period as specified in the applicable legal documentation, you are responsible for returning the loaner device to QTI representative at your own expense and without reimbursement, within one (1) week following the end of the loan period. Additionally, you shall ensure that all personal data is removed from the loaner device prior to return. Sponsor at no event shall be responsible for any personal data remaining on the device upon return.

- c. When an Opportunity pertains to an event hosted or sponsored by Sponsor or its affiliates, you acknowledge that the dates/times are determined and subject to Sponsor’s sole discretion. Sponsor may request you to execute additional legal document(s) and/or to provide additional information, and failure to a timely response may result in forfeiture of this Opportunity. If such event is cancelled or becomes unavailable for any reason, you acknowledge that Sponsor shall have no further obligation to you. Sponsor is not responsible for any flight or transportation delay/cancellation and is not liable for any expenses incurred because of such delay/cancellation. Unless QTI representative expressly confirms in writing that Sponsor will cover flight, accommodation, transportation, and/or other benefits, all expenses to and from the event shall be at your own cost without reimbursement. Sponsor’s sole responsibility is to provide you with access (a ticket) to the event.

- d. When domestic and/or international travel is involved pertains to an Opportunity, you acknowledge that you are responsible for obtaining all proper travel documentation (e.g., valid government issued ID, passport and/or visa, travel insurance, etc.) prior to travel, and failure to secure necessary travel documentation in time may result in forfeiture of an Opportunity which Sponsor shall have no further obligation to you.

You acknowledge that timely and satisfactory completion of the obligations outlined above is a material condition of participation in the Program. Failure to meet these requirements, or any breach of this

Agreement or applicable Program guidelines, may result in suspension or termination of Snapdragon Insider status and associated benefits, at Sponsor's sole discretion, without liability to Sponsor. Snapdragon Insiders shall control the manner and means of performing obligations under this Section. Sponsor does not supervise day-to-day activities under this Program but retain the discretion to monitor and enforce.

5. **Selection and Notification.** You acknowledge that each of the Opportunity is limited in resource and availability, and that participation of a desired Opportunity is not guaranteed. QTI representative(s) will select qualified applicants who align with Sponsor's brand value and make reasonable efforts to notify the selected applicants via the contact information provided in the application form. At the sole discretion of Sponsor, disqualification and forfeiture of an Opportunity may result from any of the following: [1] potential Snapdragon Insider's failure to respond to the notification email from QTI representative within three (3) days of notification; [2] a potential Snapdragon Insider's failure to become a follower of @Snapdragon; [3] a potential Snapdragon Insider's failure to provide QTI representative any required documents, including completing, signing and returning the required documents within one (1) week from receipt of instructions; and [4] any other non-compliance with the Agreement. In the event it is determined that you have not complied with any part of the Agreement, have made any types of false statements, or if the email notification is returned as undeliverable, you will be disqualified, and the Opportunity will not be awarded.
6. **Termination, Modification, and Disqualification.** The term of this Agreement begins on the date that you accept this Agreement via the online clickthrough mechanism ("**Effective Date**") and, subject to the provisions of this Agreement, continues in effect up to and including one (1) year from the Effective Date (the "**Term**"), save that it may be: (i) terminated earlier in accordance with this Agreement; or (ii) extended for another Term upon acceptance of the latest terms and conditions available via online clickthrough.
 - a. Sponsor may modify, suspend, or terminate this Agreement or the Program, in part or as a whole, immediately at any time at its discretion without cause by giving notice. It is your responsibility to periodically check these terms and conditions upon access to the Program website to ensure compliance. If you are given a loaner device by the time of receiving a termination or suspension notice, you shall return such loaner device at your expense to QTI no later than one (1) week.
 - b. The decisions of Sponsor are final and binding in all matters relating to the Program, including the Opportunities provided herein. Sponsor reserves the right to permanently disqualify any individual for any reason, in its sole and absolute discretion. Sponsor is under no obligation to disclosure why a Snapdragon Insider has been disqualified other than its application or participation of the Program does not align with Sponsor's brand value.
7. **Taxes.** Each Snapdragon Insider shall be solely responsible for all federal, state, local, and/or provincial taxes, and the reporting consequences thereof, and for any other fees or costs associated with any items of value awarded hereunder. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any tax or taxes due. If required by applicable law, Sponsor will issue and file a United States Internal Revenue Service (IRS) Form 1099 or equivalent tax

withholding documentation for the value of any items transferred to an Snapdragon Insider by QTI, and QTI may also share such documentation with any other government agency as required by law.

8. **Privacy.** Any personal information, as the case may be, that is provided by any Snapdragon Insider or collected by QTI in connection with the Program, will be retained and used in accordance with the Privacy Policy located online at <https://www.qualcomm.com/site/privacy>, and in addition, as otherwise set out in this Agreement for the purpose of administering this Program and compliance with applicable laws in any jurisdiction in which QTI and/or its affiliates operate. The information may be stored and processed on devices or servers in various locations around the world. By participating in the Program, Snapdragon Insider acknowledges the potential transfer of the personal information to locations that may be outside of the country in which Snapdragon Insider resides or does business in, and such places may be in the United States and/or other countries that may not be deemed providing levels of data protection equivalent to those of the Snapdragon Insider's home jurisdiction.

9. **Appearance Release.**

a. By participating in the Program, each Snapdragon Insider grants QTI and its affiliates, and their respective successors, assigns and licensees (the "**QTI Parties**"), the right to use such Snapdragon Insider's location, personal name, photograph, social media tag, likeness, statements, biographical information, and any other personal characteristics, in any and all media for any purpose, including without limitation, to advertise, market, and promote the QTI Parties, the Program and any other promotions or competitions run by or on behalf of any of the QTI Parties, and each Snapdragon Insider hereby releases the QTI Parties from any liability with respect thereto. Without limiting the generality of the foregoing, each Snapdragon Insider hereby grants the QTI Parties the right to film, photograph, record and edit each Snapdragon Insider's appearance during all Program-related activities (collectively, the "**Appearance**") and the right, but not the obligation, to use such Appearance in marketing activities regarding the Program or for any other purpose in any and all media, devices, processes and technology now known or hereafter devised throughout the universe without further notice or compensation. Each Snapdragon Insider agrees to use best efforts to participate in any promotional activities regarding the Program upon QTI's request.

b. Each Snapdragon Insider hereby acknowledges and agrees that the Appearance shall be deemed a work-made-for-hire for QTI, and therefore, the QTI shall be the author and copyright owner thereof for all purposes throughout the universe. If the foregoing does not operate to fully vest in QTI any or all of the rights in the Appearance, each Snapdragon Insider hereby irrevocably grants, transfers, sells and assigns to QTI, its successors and assigns, all present and future right, title and interest of every kind and nature whatsoever, including, without limitation, all copyrights, and all rights incidental, subsidiary, ancillary or allied thereto (including, without limitation, all derivative rights and any and all other ownership and exploitation rights now or hereafter recognized in any territory) in and to the Appearance for exploitation throughout the universe, in perpetuity, by and in any and all media, devices, processes and technology now known or hereafter devised without further notice or compensation.

c. The QTI Parties shall have the right, in their sole discretion, to edit, composite, morph, scan, dub, duplicate, fictionalize or otherwise alter the Appearance for any purpose which the QTI Parties deem necessary or desirable. Each Snapdragon Insider hereby irrevocably waives any and all so-called moral rights the Snapdragon Insider may have in the Appearance to the extent waivable under applicable law, and agrees that the Snapdragon Insider will make no claim of any kind against the QTI Parties as a result of any of the uses described above, and irrevocably and unconditionally waives and releases the QTI Parties from any and all claims, demands, and liabilities of any kind or nature whatsoever arising out of or in connection with such use including, without limitation, any and all claims, demands, or liabilities for invasion of privacy, infringement of the right of publicity, defamation (including libel and slander) and any other personal and/or property rights. Snapdragon Insider shall be solely responsible for securing any consent/permission from any relevant persons involved in Snapdragon Insider's Appearance, including, without limitation, its employees, contractors, agents, etc., for the purpose of complying with its obligations stated herein.

10. Compliance with Laws.

a. Each Snapdragon Insider 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. In connection with the Opportunities contemplated by this Agreement, each Snapdragon Insider shall comply with, shall not violate, and shall not cause the QTI Parties 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. Snapdragon Insider warrants that he or she is not a "**Restricted Person**", defined as (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, Snapdragon Insider agrees to notify QTI of any violation of this section that has or may have occurred.

c. If Snapdragon Insider is permitted access to any facilities, infrastructure or systems of the QTI Parties, Snapdragon Insider will comply with all applicable policies, regulations and codes of conduct of the QTI Parties as communicated to Snapdragon Insider from time to time.

11. **Warranty and Indemnity.** By participating in the Program, Snapdragon Insider represents and warrants that:

a. each Content created by an Snapdragon Insider is an original work created solely by Snapdragon Insider (or on behalf of), 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 IP rights;

b. in the event the Content relies on, incorporates or otherwise uses any third party material, including without limitation any music, videos, trademarks, logos, or any other content or material, Snapdragon Insider will disclose all details regarding such third party materials to QTI 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 Program and shall be solely responsible for any claim from the third party arising from the use of the third party's rights. QTI shall, at its sole discretion, request Snapdragon Insider to submit the consent/permission/license from the third party, as the case may be;

c. each Content does not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation or goodwill of QTI, any of its affiliates or any other individuals and/or entities;

d. each Content does not contain pornographic or obscene content, hateful content of any kind, content which promotes violence, or any other offensive or inappropriate content;

e. each Content does not include threats of any kind or any content that may intimidate, harass, or bully anyone;

f. each Content does not violate any applicable law or post any content that would abet or constitute a criminal offence under applicable law or contain any content which is regarded as contrary to social morality; and

g. in the event that Snapdragon Insider use any artificial intelligence ("AI") products, tools, and/or technologies in creating any part(s) of your Content, you represent and warrant that you have maintained and adhered to industry standard policies, protocols, and procedures and all applicable laws and regulations relating to the ethical and responsible use of AI technologies, including a disclosure in the footnote referencing the use of AI. Furthermore, Snapdragon Insider must provide QTI representatives with the following information before launching your Content: (i) the name and version of the AI products, tools, and/or technologies, and (ii) the intended use and scope of your use in connection with creating the content/deliverables.

Snapdragon Insider expressly waives, releases, discharges and agrees to hold harmless QTI and its agents, employees, subsidiaries, affiliates, successors, assigns and licensees from and against all claims, causes of action and liability of any kind now known or unknown, in law or in equity, relating to violations of this section or the Content Policy in Exhibit A.

12. **Intellectual Property.** Participation in the Program may involve the intellectual property (“IP”) of the Snapdragon Insiders and/or their licensors or other assignee(s).

a. QTI reserves the right, but is not obligated to, publish Content on its website or in any other media. If Snapdragon Insiders are concerned about confidentiality or the protection of IP, they are urged to consider these issues with qualified advisors to make an informed decision before becoming an Snapdragon Insider.

b. No title to or ownership of the Content or any of your IP rights are transferred to Sponsor under this Agreement. You reserve all right, title and interest in and to the Content. By participating in the Program, you grant Sponsor and its affiliates a non-exclusive, worldwide, perpetual, fully-paid, irrevocable license to publish, reproduce, prepare derivative works of, distribute, display, exhibit, transmit, digitize, edit, translate, or otherwise use the Content for any legitimate purposes, in whole or in part, in any manner, form, or format now or hereinafter created, without further consent from or notification or compensation to you. To the maximum extent permitted by law, you hereby waive all so-called “moral rights of authors” and “droit moral” rights.

c. Without limiting the generality of the foregoing, Snapdragon Insider agrees that any online post or content that it publishes or shares on any social media platform may be re-posted and shared by others on various social media platforms (including both the same social media platform on which it was originally published or shared and other social media platforms) and the QTI Parties are not responsible for any unauthorized use of such online posts by third parties. Posts or Content will not be held “in confidence” and publishing or sharing any post or Content as described above does not create a confidential relationship or obligation of secrecy between you and Sponsor, or any of the other QTI Parties.

d. No title or ownership of any IP rights including trademarks and copyrights are transferred to Snapdragon Insider under this Agreement. Sponsor and its affiliates reserve all of its right, title and interest in and to their IP.

e. Snapdragon Insider, on behalf of itself, its affiliates, successors and assigns, hereby irrevocably agrees and covenants that Snapdragon Insider shall not, directly or indirectly, assert or bring any claim, suit, action, or proceeding for economic, equitable, or other judicial or extra-judicial relief against QTI Parties alleging infringement, misappropriation, or other violation of any intellectual property rights arising from or relating to (a) the Program, (b) Snapdragon Insider’s participation in the Program, or (c) QTI’s use, display, reference, or discussion of Snapdragon Insider’s Content or deliverables in any manner consistent with the purpose of the Program. This covenant applies regardless of whether such intellectual property was developed before, during, or after the Program.

13. **Disclaimer of Warranty.** ANY MERCHANDISE (INCLUDING GIFTED AND LOANER DEVICE) IS PROVIDED AS IS AND DOES NOT INCLUDE Wi-Fi DATA OR SERVICES, WHICH ARE YOUR SOLE RESPONSIBILITY. YOU ACKNOWLEDGE THAT SPONSOR DOES NOT MAKE, NOR IN ANY MANNER RESPONSIBLE FOR ANY WARRANTY, REPRESENTATION, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE QUALITY, CONDITIONS, OR FITNESS OF ANY ASPECTS OF ANY MERCHANDISE EXCEPT THAT EACH OF THE DEVICE IS SUBJECT TO ITS MANUFACTURER’S STANDARD WARRANTY (IF ANY).

14. Waiver of Liability. TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL QTI OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY PARTICIPATING IN THE PROGRAM, SNAPDRAGON INSIDER WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.

15. Indemnity and Releases. Snapdragon Insider shall indemnify and hold the QTI Parties harmless from and against any losses, costs, liabilities, claims, damages, or expenses arising out of or in connection with (i) any claim which is inconsistent with any warranty or representation made by the Snapdragon Insider in connection with the license herein; (ii) violation or in breach of any part of this Agreement; and/or (iii) any claim arising from any third party in connection with Snapdragon Insider's participation in the Program and/or Opportunities.

You agree the decisions of the Sponsor and QTI representatives to be binding and final, and agree to release, defend and hold harmless each of QTI Parties from all claims, actions and all liability of any kind whatsoever for injuries, damages or losses of any kind, which may be sustained in connection with, either directly or indirectly, (x) the Opportunities provided herein, or resulting from any travel related activity (associated with the Opportunities); and/or (y) participation in the Program. Sponsor is not responsible for any typographical or other errors in any materials in connection with the Program and/or Opportunities.

By participating in the Program, each Snapdragon Insider expressly waives and relinquishes all rights and benefits afforded by California Civil Code 1542 and does so understanding and acknowledging the significance of this waiver. Section 1542 states as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DID NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN, BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTIES."

16. Relationship of Parties. Snapdragon Insider is an independent contractor, not an agent, employee or partner of QTI or its affiliates. Snapdragon Insider shall retain independent, professional status throughout the term of this Agreement and shall use its own discretion and control in performing the tasks assigned. This Agreement shall not give rise to any confidential or employment relationship between QTI, or its affiliates, and Snapdragon Insider.

Snapdragon Insider acknowledges they are not entitled to and are not eligible to receive, and expressly waive any and all rights or entitlement to any QTI-provided benefits, including, but not limited to, stock, options, retirement benefits, retirement savings plans, health and welfare benefits (e.g., medical

and dental insurance), and any other benefits that may be applicable under the local laws of Snapdragon Insider's state or country of residence in connection with the terms of its independent contractor relationship. Further, Snapdragon Insider waives any entitlement to employee benefits if it is subsequently determined that eligibility does exist by any state, local, federal agency or other applicable jurisdiction, and promises never to claim eligibility or rights to such benefits.

17. **Severability.** If any provision or part-provision in the Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the terms and conditions in the Agreement.
18. **Choice of Law.** All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, or the rights and obligations of an Snapdragon Insider and/or QTI in connection with the Program shall be governed by, and construed in accordance with, the laws of California without giving effect to any choice of law or conflict of law rules (whether of California or any other jurisdiction).
19. **Dispute Resolution.** In consideration of the binding mutual agreement of the parties to arbitrate claims between them, mutual waiver of rights contained in this Agreement, the agreement of the QTI to pay the "JAMS Filing Fee," (as that term is defined below) and the other mutual promises and agreements set forth herein, the QTI and Snapdragon Insider agree that any dispute that arises out of my performance of duties under this Agreement, shall be resolved in final and binding arbitration before a single, neutral arbitrator. As to any such claim, the QTI and Snapdragon Insider waive to the maximum extent permitted by law the right to have a bench trial or jury trial, and the right to bring, maintain, or participate in any class or collective proceeding based on violations allegedly sustained by any individuals other than the parties to this Agreement ("**Representative Proceedings**"), whether in arbitration or otherwise, to the full extent permitted by law. Further, all claims must be brought in the individual capacity of the party asserting the claim, and cannot be maintained as a class or collective action, or as a Representative Proceeding seeking any damages, penalties or other remedies for violations allegedly sustained by any individuals other than the parties to this Agreement, to the full extent permitted by applicable law. The arbitrator does not have the authority to consider, certify, or hear an arbitration as a class action or collective action, or any other type of Representative Proceeding, to the full extent permitted by law. Arbitration will occur in the county in the U.S. in which I was contracted to provide services conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedures in effect on the date this agreement is signed (the "**JAMS Rules**"), except as expressly set forth herein or where such rules are not in compliance with applicable state or federal law. A copy of the JAMS Rules is available for review by contacting JAMS at telephone number 800-352-5267, by downloading JAMS' website at www.jamsadr.com. Either party may seek interim, temporary injunctive or similar relief from a court as permitted by applicable law, and any such application shall not be deemed incompatible with or waiver of this agreement to arbitrate. The court to which the application is made is authorized to consider the merits of the arbitrable controversy to the extent it deems necessary in making its ruling, but only to the extent permitted by applicable law. All determinations of final relief, however, will be decided in arbitration. This Agreement is governed by and enforceable under the substantive and procedural provisions of the FAA and any arbitration proceeding shall be subject to the substantive and procedural provisions of the FAA. The Agreement

shall be interpreted under the FAA, and both the QTI and Snapdragon Insider agree that both the QTI and Snapdragon Insider are engaged in interstate commerce as part of the QTI's business and Snapdragon Insider's provision of services to the QTI.

EXHIBIT A

CONTENT AND DISCLOSURE POLICY

This Content and Disclosure Policy (“**Policy**”) explains your responsibilities and obligations if you accept a benefit or something of value from Qualcomm Technologies, Inc. and/or its affiliated companies (“**Qualcomm**”) and create any content that reviews or promotes our products, services and/or brands, including on social media. A benefit could include *(i) monetary compensation; (ii) a product or service for free, for a period of time, or at a lower price; (iii) free or reimbursed travel; (iv) a discount or coupon; (v) an invitation to an event; (vi) the ability to enter a promotion or a sweepstakes/contests; (vii) a donation made on your behalf; and/or (viii) any perks or other form of benefits.*

Receiving a benefit from Qualcomm or through an agency of Qualcomm creates a “material connection” between you and Qualcomm that could impact on the weight or credibility that consumers give to your statements, and the U.S. Federal Trade Commission (“FTC”), other regulatory authorities and/or industry associations often require disclosure of such material connection “prominently” in your content/post. If this material connection is not clear to your community or audience, you need to tell them about it in a way that is *easy to understand and noticeable*. This Policy provides instructions on best practices for explaining the material connection when publishing content on various platforms and channels, including on social media.

Qualcomm takes this Policy very seriously. If you do not follow this Policy, Qualcomm may ask you to remove or modify your post, and you may be ineligible to participate in future endorsement opportunities.

► ***If you receive something of value in exchange for publicly reviewing or promoting Qualcomm®, Snapdragon® and/or Qualcomm Dragonwing™ products/services, you will likely need to disclose your connection to us.***

Below, we have provided some simple guidelines to help explain what is required.

OUR RULES:

When you publish content on social media or other channels/platforms about Qualcomm, you agree to adhere to the following principles:

- **Be truthful.** Your statements about *specific* experiences or opinions about our products or services should *accurately reflect* your honest thoughts and experiences.
- **Do not make unsubstantiated or misleading claims about our products or services.** All statements should be accurate and supported. Please confirm with your Qualcomm contact regarding any “product claims” you are providing.
- **Respect the intellectual property rights of others.** You should not use content that is owned by others (such as images, videos, music, or trademarks) without their *express, written permission*. If any individual appears in the content you post, you are solely responsible for obtaining express written permission from such individual, which shall permit Qualcomm the right to exhibit and use the content incorporating such individual for all purposes without going back to seek individual permission.

- **Use good judgment and be respectful.** We value and respect our diverse community. You should not post materials that are obscene, libelous, hateful, violent, illegal, inciteful or otherwise harmful.
- **Make clear disclosures.** You have a responsibility to clearly disclose your connection to Qualcomm in a way that *accurately and comprehensively* describes the nature of the relationship. Pre-approved disclosure options for various media are included below:

Pre-Approved Plain Language Disclosures	Pre-Approved Short Form/# Disclosures:
Paid relationship:	
<ul style="list-style-type: none"> ✓ I've partnered with [BRAND] to... ✓ So excited to work with [BRAND] on... ✓ Sponsored by [BRAND]. ✓ Proud to join the [BRAND] team to... 	<ul style="list-style-type: none"> ✓ #ad ✓ #sponsored_by_#BRAND ✓ #BRAND_partner ✓ #BRAND_Snapdragon Insider
Free product, no paid relationship:	
<p>I received [product, sample, information, invitation to an event, other compensation] from [BRAND] for free! [BRAND] gave me [product, sample, information]. [BRAND] let me try their product for free... Thanks to [BRAND] for the free product/sample!</p>	<ul style="list-style-type: none"> ✓ #freeproduct [BRAND] ✓ #freesample [BRAND] ✓ Gifted_by_[BRAND] <p>*[BRAND] should be Qualcomm, Snapdragon, and/or Qualcomm Dragonwing.</p>

You must **always make a disclosure** in your content if you have received **“any benefit” from Qualcomm or through an agency of Qualcomm**. **Each of your new post** would require a *fresh disclosure*, even if it is for the same event or campaign. This applies to you even if you are residing or the event is occurring outside of the United States.

Remember, **partial disclosure is misleading**. If you received payment plus a free product, it would be misleading to merely disclose that you received the product for free, and vice versa. You would need to disclose both nature of the benefits. Your disclosure should accurately and **comprehensively** reflect the nature of your relationship with us.

Where you put the disclosure is just as important as the words you choose to make the disclosure. To be effective, the disclosure must be **easy to notice, read, and understand**. It should appear at the same time *you first mention our products or services, or before a user is required to click “more” or to “scroll down”*. If the disclosure is not easy to see, it is not effective. If a particular platform does not provide an opportunity to make clear and conspicuous disclosures, such platform should not be used to disseminate endorsements that require such disclosures.

Content Type	Disclosure Placement Requirements
Tweet/Text Post on Social Media	<ul style="list-style-type: none"> • Place disclosures in plain language up front or include a hashtag close to the text. • Viewers shouldn't have to scroll or click “more” to see your disclosures.
Article or Blog Post	<ul style="list-style-type: none"> • Place disclosures in close proximity to the claim or endorsement. • Don't bury disclosures in busy backgrounds, images, unrelated text, or other elements that may distract viewers from reading the disclosures.

	<ul style="list-style-type: none"> • For lengthy articles or blogs, repeat disclosure any time the brand, product, or campaign is mentioned or featured. • Don't place disclosures at the end of articles or blogs, or outside of the articles or blogs.
Social Media Post (Image, Video)	<ul style="list-style-type: none"> • Place disclosures up front, before users can click on, watch or read sponsored content. Users shouldn't have to scroll or click "more" to view. • Don't bury disclosures in busy backgrounds or images. • Place hashtag disclosures before all other hashtags or links. • For lengthy posts, repeat disclosure any time the brand, product, or campaign is mentioned or featured. • Any social media communication notifying followers of a new post must also include a hashtag or plain language disclosure describing the relationship.
Ephemeral Content (Reels, Stories, Shorts)	<ul style="list-style-type: none"> • Disclosures for short-form, short-lived content must be made as superimposed text that appears throughout the entire video. • Superimposed disclosure must be legible with contrasting background and not compromised by competing text or elements.
Visual-Only Content (Video without sound, Image)	<ul style="list-style-type: none"> • Disclosure must superimpose or in the caption of the visual content itself. Merely showing in the video description is not enough. • Placement and font size/style/color should ensure the disclosure is easy to notice and read. • Don't bury disclosures in busy backgrounds or images or surrounded by competing text or elements. • For videos shorter than 30 seconds, display disclosure on-screen for 10 seconds at the beginning. • For videos longer than 30 seconds, display disclosure again at 30-second intervals. • Placement and font size/style/color should ensure it is easy to notice and read.
Audio-Only Content (Podcast, Radio)	<ul style="list-style-type: none"> • Disclosure must be audible as part of the script. • For audio content shorter than 30 seconds, read disclosure at the beginning. • For content longer than 30 seconds, repeat disclosure at the end and whenever brand, product, or campaign is mentioned or featured. • Cadence and volume should ensure disclosure can easily be heard and understood.
Visual-Audio Content (Videos)	<ul style="list-style-type: none"> • Disclosure must be made through <u>both</u> audible and in written forms. Merely making the disclosure verbally or in caption is not enough. • For videos shorter than 30 seconds, display disclosure on-screen for 10 seconds at the beginning. • For videos longer than 30 seconds, display disclosure again at 30-second intervals.

	<ul style="list-style-type: none"> • Placement and font size/style/color should ensure it is easy to notice and read.
Livestreams	<p>If making an endorsement via a live stream, the disclosure must be made at the beginning of the stream audibly and included in any caption/description. Additionally, the audible disclosure must be <u>repeated periodically</u> so viewers tuning in for portions of the stream are still likely to perceive the disclosure. Below are examples of how to disclose using a platform like Twitch (all of the following apply based on how/when the creator discusses Qualcomm):</p> <ul style="list-style-type: none"> • Panels and Overlays: Disclosure should be on or in close proximity to the image (e.g., “This stream is sponsored by [BRAND]”) • In Stream (fully sponsored stream): Disclosure should be made at the beginning, end, and periodically throughout the stream. Examples of in-stream disclosures include: <ul style="list-style-type: none"> ○ <i>I received [product, information, invitation to an event, other compensation] from [BRAND]!</i> ○ <i>[BRAND] gave me [product, sample, information].</i> ○ <i>I am a [BRAND] partner, or creator.</i> ○ <i>This stream is sponsored by [BRAND]</i> ○ <i>So excited by my partnership with [BRAND].</i> • In Stream (limited sponsorship): Disclosure should be made when the creator discusses BRAND and any BRAND product or service. Examples of in-stream disclosures include: <ul style="list-style-type: none"> ○ <i>I received [product, sample, information, invitation to an event, other compensation] from [BRAND]!</i> ○ <i>[BRAND] gave me [product, sample, information].</i> ○ <i>I am a [BRAND] partner, or creator.</i> ○ <i>So excited by my partnership with [BRAND].</i>

AUTOMATED FEATURE AND THIRD-PARTY DISCLOSURE TOOL

We understand that some platforms have built-in disclosure tool or automated feature for you to use. While we encourage you to leverage these tools/features, please be advised that the above two primary rules still apply, and **we strongly recommend you applying your own disclosure(s)** to ensure compliance with the applicable laws, rules, regulations and/or guidelines. That the platform automated features and built-in tool are not a guarantee of compliance of an adequate disclosure.

MONITORING AND EDITING REQUEST BY QUALCOMM:

This Policy is based on our strong interest in promoting transparency and honesty in advertising and other legal and regulatory requirements. We will do our best to monitor your content to ensure that you have complied with this Policy. Certain regulatory authorities require us to monitor and take steps in situations where we feel your sponsored content is problematic and/or a disclosure is not adequate to fulfill the regulatory requirement. This means that we may request your content be edited and updated, and you (or your agents) must address our requests immediately.

COMPLIANCE IS A SHARED RESPONSIBILITY:

Please understand that certain endorsement responsibilities apply to you as well as Qualcomm. This means that we both could be liable for any misleading or unsubstantiated statements made in your content. This also means that a failure on your part to disclose the connection between you and Qualcomm, or an inadequate disclosure in your content, may result in legal repercussions on both you and Qualcomm. Therefore, we take these matters very seriously and we ask that you do the same.