UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark one)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 25, 2018

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from_____ to_____ .

Commission File Number 0-19528

QUALCOMM Incorporated

(Exact name of registrant as specified in its charter)

Delaware	**95-3685934**
(State or Other Jurisdiction of Incorporation or Organization)	**(I.R.S. Employer Identification No.)**
5775 Morehouse Dr., San Diego, California	**92121-1714**
(Address of Principal Executive Offices)	**(Zip Code)**

(858) 587-1121
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☒	Accelerated filer	☐	Non-accelerated filer (Do not check if a smaller reporting company)	☐	Smaller reporting company	☐	Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

The number of shares outstanding of each of the issuer's classes of common stock, as of the close of business on April 23, 2018, was as follows:

Class	Number of Shares
Common Stock, $0.0001 per share par value	1,482,622,312

QUALCOMM INCORPORATED
Form 10-Q
For the Quarter Ended March 25, 2018

PART I. FINANCIAL INFORMATION

ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

QUALCOMM Incorporated
CONDENSED CONSOLIDATED BALANCE SHEETS
(In millions, except per share data)
(Unaudited)

	March 25, 2018	September 24, 2017
ASSETS		
Current assets:		
Cash and cash equivalents	$ 37,946	$ 35,029
Marketable securities	1,625	2,279
Accounts receivable, net	3,535	3,632
Inventories	1,797	2,035
Other current assets	641	618
Total current assets	45,544	43,593
Marketable securities	35	1,270
Deferred tax assets	1,126	2,900
Property, plant and equipment, net	3,224	3,216
Goodwill	6,676	6,623
Other intangible assets, net	3,435	3,737
Other assets	4,086	4,147
Total assets	$ 64,126	$ 65,486
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Trade accounts payable	$ 1,454	$ 1,971
Payroll and other benefits related liabilities	1,262	1,183
Unearned revenues	502	502
Short-term debt	3,733	2,495
Other current liabilities	5,709	4,756
Total current liabilities	12,660	10,907
Unearned revenues	1,803	2,003
Income taxes payable	3,277	—
Long-term debt	19,361	19,398
Other liabilities	3,206	2,432
Total liabilities	40,307	34,740
Commitments and contingencies (Note 6)		
Stockholders' equity:		
Preferred stock, $0.0001 par value; 8 shares authorized; none outstanding	—	—
Common stock and paid-in capital, $0.0001 par value; 6,000 shares authorized; 1,482 and 1,474 shares issued and outstanding, respectively	495	274
Retained earnings	22,779	30,088
Accumulated other comprehensive income	545	384
Total stockholders' equity	23,819	30,746
Total liabilities and stockholders' equity	$ 64,126	$ 65,486

See accompanying notes.

QUALCOMM Incorporated
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(In millions, except per share data)
(Unaudited)

	Three Months Ended		Six Months Ended	
	March 25, 2018	**March 26, 2017**	**March 25, 2018**	**March 26, 2017**
Revenues:				
Equipment and services	$ 3,936	$ 3,689	$ 8,639	$ 7,828
Licensing	1,325	1,327	2,690	3,187
Total revenues	5,261	5,016	11,329	11,015
Costs and expenses:				
Cost of revenues	2,239	2,208	4,902	4,651
Research and development	1,402	1,386	2,822	2,697
Selling, general and administrative	869	615	1,641	1,206
Other (Note 2)	310	78	1,493	954
Total costs and expenses	4,820	4,287	10,858	9,508
Operating income	441	729	471	1,507
Interest expense	(179)	(107)	(350)	(197)
Investment and other income, net (Note 2)	96	235	211	417
Income before income taxes	358	857	332	1,727
Income tax benefit (expense) (Note 3)	5	(108)	(5,922)	(296)
Net income (loss)	$ 363	$ 749	$ (5,590)	$ 1,431
Basic earnings (loss) per share	$ 0.25	$ 0.51	$ (3.78)	$ 0.97
Diluted earnings (loss) per share	$ 0.24	$ 0.50	$ (3.78)	$ 0.96
Shares used in per share calculations:				
Basic	1,482	1,477	1,479	1,478
Diluted	1,494	1,489	1,479	1,492
Dividends per share announced	$ 0.57	$ 0.53	$ 1.14	$ 1.06

See accompanying notes.

QUALCOMM Incorporated

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

(In millions)

(Unaudited)

	Three Months Ended		Six Months Ended	
	March 25, 2018	**March 26, 2017**	**March 25, 2018**	**March 26, 2017**
Net income (loss)	$ 363	$ 749	$ (5,590)	$ 1,431
Other comprehensive income (loss), net of income taxes:				
Foreign currency translation gains (losses)	178	16	173	(10)
Noncredit other-than-temporary impairment losses related to certain available-for-sale debt securities and subsequent changes in fair value	—	—	—	6
Reclassification of net other-than-temporary losses on available-for-sale securities included in net income (loss)	—	2	1	81
Net unrealized (losses) gains on other available-for-sale securities	(5)	69	(1)	(141)
Reclassification of net realized gains on available-for-sale securities included in net income (loss)	(8)	(37)	(9)	(129)
Net unrealized losses on derivative instruments	(7)	(5)	(6)	(3)
Reclassification of net realized losses (gains) on derivative instruments included in net income (loss)	2	(2)	3	(2)
Total other comprehensive income (loss)	160	43	161	(198)
Comprehensive income (loss)	$ 523	$ 792	$ (5,429)	$ 1,233

See accompanying notes.

QUALCOMM Incorporated
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)
(Unaudited)

	Six Months Ended	
	March 25, 2018	**March 26, 2017**
Operating Activities:		
Net (loss) income	$ (5,590)	$ 1,431
Adjustments to reconcile net (loss) income to net cash provided by operating activities:		
Depreciation and amortization expense	751	671
Income tax provision in excess of (less than) income tax payments (Note 3)	5,477	(230)
Interest expense in excess of interest payments	207	129
Non-cash portion of share-based compensation expense	470	485
Net realized gains on marketable securities and other investments	(73)	(236)
Indefinite and long-lived asset impairment charges	33	34
Impairment losses on marketable securities and other investments	20	148
Other items, net	46	(32)
Changes in assets and liabilities:		
Accounts receivable, net	94	(1,691)
Inventories	243	(245)
Other assets	70	107
Trade accounts payable	(511)	(677)
Payroll, benefits and other liabilities	1,166	2,592
Unearned revenues	(125)	(80)
Net cash provided by operating activities	2,278	2,406
Investing Activities:		
Capital expenditures	(411)	(251)
Purchases of available-for-sale marketable securities	(5,758)	(8,802)
Proceeds from sales and maturities of available-for-sale securities	7,659	13,146
Deposits of investments designated as collateral	—	(2,000)
Acquisitions and other investments, net of cash acquired	(170)	(1,382)
Proceeds from other investments	159	7
Other items, net	2	42
Net cash provided by investing activities	1,481	760
Financing Activities:		
Proceeds from short-term debt	5,563	5,113
Repayment of short-term debt	(4,330)	(4,864)
Proceeds from issuance of common stock	335	290
Repurchases and retirements of common stock	(425)	(727)
Dividends paid	(1,689)	(1,567)
Payments of tax withholdings related to vesting of share-based awards	(196)	(175)
Payment of purchase consideration related to RF360 joint venture	(115)	—
Other items, net	(17)	(52)
Net cash used by financing activities	(874)	(1,982)
Effect of exchange rate changes on cash and cash equivalents	32	(6)
Net increase in cash and cash equivalents	2,917	1,178
Cash and cash equivalents at beginning of period	35,029	5,946
Cash and cash equivalents at end of period	$ 37,946	$ 7,124

See accompanying notes.

Note 1. Basis of Presentation

Financial Statement Preparation. These condensed consolidated financial statements have been prepared by QUALCOMM Incorporated (collectively with its subsidiaries, the Company or Qualcomm) in accordance with accounting principles generally accepted in the United States of America (GAAP) for interim financial information and the instructions to Rule 10-01 of Regulation S-X. Accordingly, they do not include all of the information and notes required by GAAP for complete financial statements. In the opinion of management, the interim financial information includes all normal recurring adjustments necessary for a fair statement of the results for the interim periods. These condensed consolidated financial statements are unaudited and should be read in conjunction with the Company's Annual Report on Form 10-K for the fiscal year ended September 24, 2017. Operating results for interim periods are not necessarily indicative of operating results for an entire fiscal year. The Company operates and reports using a 52-53 week fiscal year ending on the last Sunday in September. Each of the three-month and six-month periods ended March 25, 2018 and March 26, 2017 included 13 weeks and 26 weeks, respectively.

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts and the disclosure of contingent amounts in the Company's condensed consolidated financial statements and the accompanying notes. Actual results could differ from those estimates. Certain prior year amounts have been reclassified to conform to the current year presentation.

Earnings (Loss) Per Common Share. Basic earnings (loss) per common share is computed by dividing net income (loss) attributable to Qualcomm by the weighted-average number of common shares outstanding during the reporting period. Diluted earnings per share is computed by dividing net income attributable to Qualcomm by the combination of dilutive common share equivalents, comprised of shares issuable under the Company's share-based compensation plans, if any, and the weighted-average number of common shares outstanding during the reporting period. Due to the net loss for the six months ended March 25, 2018, all of the common share equivalents issuable under share-based compensation plans had an anti-dilutive effect and were therefore excluded from the computation of diluted loss per share. The following table provides information about the diluted earnings per share calculation (in millions):

	Three Months Ended		Six Months Ended	
	March 25, 2018	March 26, 2017	March 25, 2018	March 26, 2017
Dilutive common share equivalents included in diluted shares	12.2	11.3	—	14.2
Shares of common stock equivalents not included because the effect would be anti-dilutive or certain performance conditions were not satisfied at the end of the period	0.1	10.8	44.9	5.4

Share-Based Compensation. Total share-based compensation expense, related to all of the Company's share-based awards, was comprised as follows (in millions):

	Three Months Ended		Six Months Ended	
	March 25, 2018	March 26, 2017	March 25, 2018	March 26, 2017
Cost of revenues	$ 10	$ 10	$ 21	$ 20
Research and development	151	155	307	308
Selling, general and administrative	61	81	142	157
Share-based compensation expense before income taxes	222	246	470	485
Related income tax benefit	(29)	(36)	(77)	(84)
	$ 193	$ 210	$ 393	$ 401

At March 25, 2018, total unrecognized compensation expense related to nonvested restricted stock units granted prior to that date was $1.3 billion, which is expected to be recognized over a weighted-average period of 1.9 years. At March 25, 2018, the Company had 28.4 million restricted stock units outstanding and 7.8 million stock options outstanding.

Recent Accounting Pronouncements.

Share-based Awards: In March 2016, the Financial Accounting Standards Board (FASB) issued new guidance that changed the accounting for share-based awards, including income taxes, classification of awards and classification in the statement of cash flows. The Company adopted the new guidance in the first quarter of fiscal 2018. In accordance with the new guidance, excess tax benefits or deficiencies associated with share-based awards are recognized through earnings when the awards vest or settle, rather than in stockholders' equity. In the six months ended March 25, 2018, net excess tax benefits associated with share-based awards of $21 million were recognized in the Company's income tax provision. In addition, cash flows related to excess tax benefits are presented as an operating activity and cash payments made on an employee's behalf for withheld shares are presented as financing activities, with the prior periods adjusted accordingly. As a result of these changes, amounts for the six months ended March 26, 2017 have been adjusted as follows: net cash provided by operating activities increased by $212 million with a corresponding offset to net cash used in financing activities. The new guidance also impacts the Company's earnings per share calculation as the estimate of dilutive common share equivalents under the treasury stock method no longer assumes that the estimated tax benefits realized when an award is settled are used to repurchase shares. There was no impact of this change on the Company's calculation of earnings per share as a result of the net loss for the six months ended March 25, 2018. The Company elected to continue its practice of estimating forfeitures expected to occur in determining the amount of compensation cost to be recognized each period.

Revenue Recognition: In May 2014, the FASB issued new guidance related to revenue recognition, which outlines a comprehensive revenue recognition model and supersedes most current revenue recognition guidance. The new guidance requires a company to recognize revenue as control of goods or services transfers to a customer at an amount that reflects the expected consideration to be received in exchange for those goods or services. It defines a five-step approach for recognizing revenue, which may require a company to use more judgment and make more estimates than under the current guidance. The Company will adopt the new guidance in the first quarter of fiscal 2019 using the modified retrospective approach, with the cumulative effect of applying the new guidance recognized as an adjustment to the opening retained earnings balance. Given the scope of work required to implement the recognition and disclosure requirements under the new guidance, the Company has made progress in the identification of changes to policy, processes, systems and controls, and the Company continues to assess data availability and presentation necessary to meet the additional disclosure requirements of the guidance in the notes to the consolidated financial statements.

The Company currently expects the adoption of this new guidance to most significantly impact its licensing business. Specifically, the Company expects a change in the timing of revenues recognized from sales-based royalties. The Company currently recognizes sales-based royalties as revenues in the period in which such royalties are reported by licensees, which is after the conclusion of the quarter in which the licensees' sales occur and when all other revenue recognition criteria are met. Under the new guidance, the Company will be required to estimate and recognize sales-based royalties in the period in which the associated sales occur, resulting in an acceleration of revenue recognition compared to the current method. Upon adoption of the new guidance, licenses to use portions of the Company's intellectual property portfolio will be considered one performance obligation, and license fees will be recognized as revenues on a straight-line basis over the term of the license agreement, which is similar to the recognition of license revenues under the current guidance. The Company currently accounts for customer incentive arrangements in its licensing and semiconductor businesses, including volume-related and other pricing rebates or cost reimbursements for marketing and other activities involving certain of the Company's products and technologies, in part based on the maximum potential liability. Under the new guidance, the Company will estimate the amount of all customer incentives. The Company does not otherwise expect the adoption of the new guidance to have a material impact on its businesses.

Financial Assets: In January 2016, the FASB issued new guidance on classifying and measuring financial instruments, which requires that (i) all equity investments, other than equity-method investments, in unconsolidated entities generally be measured at fair value through earnings and (ii) when the fair value option has been elected for financial liabilities, changes in fair value due to instrument-specific credit risk be recognized separately in other comprehensive income. Additionally, it changes the disclosure requirements for financial instruments. The Company will adopt the new guidance in the first quarter of fiscal 2019 and is in the process of determining the effects the adoption will have on its consolidated financial statements.

In June 2016, the FASB issued new guidance that changes the accounting for recognizing impairments of financial assets. Under the new guidance, credit losses for certain types of financial instruments will be estimated based on expected losses. The new guidance also modifies the impairment models for available-for-sale debt securities and for purchased financial assets with credit deterioration since their origination. The new guidance will be effective for the Company starting in the first quarter of fiscal 2021. Early adoption is permitted starting in the first quarter of fiscal 2020. The Company is in the

process of determining the effects the adoption will have on its consolidated financial statements and whether to adopt the new guidance early.

Leases: In February 2016, the FASB issued new guidance related to leases that outlines a comprehensive lease accounting model and supersedes the current lease guidance. The new guidance requires lessees to recognize lease liabilities and corresponding right-of-use assets for all leases with lease terms of greater than 12 months. It also changes the definition of a lease and expands the disclosure requirements of lease arrangements. The Company will adopt the new guidance in the first quarter of fiscal 2020 and expects to use the modified retrospective approach, with the cumulative effect of applying the new guidance recognized as an adjustment to opening retained earnings in the year of adoption. The Company is in the process of determining the effects the adoption will have on its consolidated financial statements and whether to apply any of the optional practical expedients.

Hedge Instruments: In August 2017, the FASB issued new guidance that expands and refines hedge accounting for both financial and non-financial risks, aligns the recognition and presentation of the effects of hedging instruments and hedged items in the financial statements, and includes targeted improvements related to the assessment of hedge effectiveness. The new guidance also modifies disclosure requirements for hedging activities. The Company plans to adopt the new guidance in the first quarter of fiscal 2019 and does not expect the effects of the adoption to have a material impact on its consolidated financial statements.

Other: In August 2016, the FASB issued new guidance related to the classification of certain cash receipts and cash payments on the statement of cash flows. The Company will adopt the new guidance in the first quarter of fiscal 2019 and does not expect the effects of the adoption to have a material impact on its consolidated statements of cash flows.

In October 2016, the FASB issued new guidance that changes the accounting for income tax effects of intra-entity transfers of assets other than inventory. Under the new guidance, the selling (transferring) entity is required to recognize a current tax expense or benefit upon transfer of the asset. Similarly, the purchasing (receiving) entity is required to recognize a deferred tax asset or deferred tax liability, as well as the related deferred tax benefit or expense, upon receipt of the asset. The Company will adopt the new guidance in the first quarter of fiscal 2019 and is in the process of determining the effects the adoption will have on its consolidated financial statements.

Note 2. Composition of Certain Financial Statement Items

Inventories (in millions)

	March 25, 2018	September 24, 2017
Raw materials	$ 93	$ 103
Work-in-process	643	799
Finished goods	1,061	1,133
	$ 1,797	$ 2,035

Other Current Liabilities (in millions)

	March 25, 2018	September 24, 2017
Customer incentives and other customer-related liabilities	$ 2,882	$ 2,804
Accrual for EC fine (Note 6)	1,232	—
Income taxes payable	575	312
Accrual for TFTC fine (Note 6)	156	778
Other	864	862
	$ 5,709	$ 4,756

Other Income, Costs and Expenses. Other expenses in the three months ended March 25, 2018 consisted of $310 million in restructuring and restructuring-related charges related to the Company's Cost Plan (Note 9). Other expenses in the six months ended March 25, 2018 also included a $1.2 billion charge related to the European Commission (EC) fine (Note 6).

Other expenses in the three months ended March 26, 2017 consisted of $53 million in foreign currency losses related to the fine imposed by the Korea Fair Trade Commission (KFTC), which was accrued in the first quarter of fiscal 2017, and $25 million in restructuring and restructuring-related charges related to the Company's Strategic Realignment Plan. Other

expenses in the six months ended March 26, 2017 consisted of a $921 million charge related to the KFTC fine, including related foreign currency losses, and $33 million in restructuring and restructuring-related charges related to the Company's Strategic Realignment Plan.

Investment and Other Income, Net (in millions)

	Three Months Ended		Six Months Ended	
	March 25, 2018	March 26, 2017	March 25, 2018	March 26, 2017
Interest and dividend income	$ 154	$ 153	$ 280	$ 320
Net realized gains on marketable securities	3	67	13	206
Net realized gains on other investments	47	21	60	30
Impairment losses on marketable securities	—	(3)	(1)	(125)
Impairment losses on other investments	(11)	(2)	(19)	(23)
Net gains on derivative investments	10	13	9	20
Equity in net losses of investees	(17)	(14)	(38)	(11)
Net losses on foreign currency transactions	(90)	—	(93)	—
	$ 96	$ 235	$ 211	$ 417

Note 3. Income Taxes

On December 22, 2017, tax reform legislation known as the Tax Cuts and Jobs Act (the Tax Legislation) was enacted in the United States (U.S.). The Tax Legislation significantly revises the U.S. corporate income tax by, among other things, lowering the corporate income tax rate to 21%, implementing a modified territorial tax system and imposing a one-time repatriation tax on deemed repatriated earnings and profits of U.S.-owned foreign subsidiaries (the Toll Charge). As a fiscal-year taxpayer, certain provisions of the Tax Legislation impacted the Company in fiscal 2018, including the change in the corporate income tax rate and the Toll Charge, while other provisions will be effective starting at the beginning of fiscal 2019, including the implementation of a modified territorial tax system. The U.S. federal income tax rate reduction was effective as of January 1, 2018. Accordingly, the Company's federal statutory income tax rate for fiscal 2018 reflects a blended rate of approximately 25%.

Pursuant to the Securities and Exchange Commission Staff Accounting Bulletin No. 118, Income Tax Accounting Implications of the Tax Cuts and Jobs Act (SAB 118), given the amount and complexity of the changes in tax law resulting from the Tax Legislation, the Company has not finalized the accounting for the income tax effects of the Tax Legislation. This includes the provisional amounts recorded related to the Toll Charge, the remeasurement of deferred taxes and the change in the Company's indefinite reinvestment assertion. Further, the Company is in the process of analyzing the effects of new taxes due on certain foreign income, such as GILTI (global intangible low-taxed income), BEAT (base-erosion anti-abuse tax) and FDII (foreign-derived intangible income), and limitations on interest expense deductions (if certain conditions apply), all of which are effective starting in fiscal 2019, as well as other provisions of the Tax Legislation. The Company has elected to account for GILTI as period costs if and when incurred. As a result of recognizing the impact of the Tax Legislation in income tax expense (benefit), certain tax effects, which were nominal, were stranded in accumulated other comprehensive income, and the Company will not reclassify such amounts to retained earnings. The impact of the Tax Legislation may differ from this estimate, possibly materially, during the one-year measurement period due to, among other things, further refinement of the Company's calculations, changes in interpretations and assumptions the Company has made, guidance that may be issued and actions the Company may take as a result of the Tax Legislation.

The Company has preliminarily accounted for the effects of the Tax Legislation, which resulted in a charge of $5.87 billion to income tax expense recorded discretely in the first quarter of fiscal 2018, comprised of $5.3 billion related to the estimated Toll Charge and $562 million resulting from the estimated impact of remeasurement of U.S. deferred tax assets and liabilities that existed at the end of fiscal 2017 at a lower enacted corporate income tax rate. The Company recorded a $15 million net tax benefit discretely in the second quarter of fiscal 2018 related to refining estimates associated with the Toll Charge and impact of remeasurement of U.S. deferred tax assets and liabilities.

The Toll Charge is based on the Company's post-1986 earnings and profits of U.S.-owned foreign subsidiaries through December 31, 2017 for which the Company had previously deferred U.S. income taxes. The total estimated Toll Charge of $5.3 billion was recorded discretely in the first six months of fiscal 2018. The Company has not yet finalized its calculation

of the total post-1986 foreign earnings and profits for the respective foreign subsidiaries. Further, the Toll Charge is based in part on the amount of those earnings held in cash and other specific assets. The Company remeasured its deferred tax assets and liabilities that existed at the end of fiscal 2017 based on the income tax rate at which they are expected to reverse, which primarily assumes the reduced income tax rate of 21% applicable in fiscal 2019, resulting in a reduction to noncurrent deferred tax assets of $540 million in the first six months of fiscal 2018.

As of December 24, 2017, the Company no longer considers available cash balances that existed at the end of fiscal 2017 related to undistributed pre-fiscal 2018 earnings and profits of certain U.S.-owned foreign subsidiaries to be indefinitely reinvested and recorded a tax expense of $93 million related to foreign withholding taxes during the first six months of fiscal 2018, of which $86 million was recorded discretely in the first quarter of fiscal 2018. The Company otherwise continues to consider other undistributed earnings of certain U.S.-owned foreign subsidiaries to be indefinitely reinvested based on its current plans for use and/or investment outside of the U.S., and therefore, no liability has been recorded for such taxes. However, as a result of the Tax Legislation, the Company is reassessing its intentions related to its indefinite reinvestment assertion. Should the Company decide to no longer indefinitely reinvest such earnings outside the U.S., the Company would have to adjust the income tax provision in the period such determination is made.

As a result of the Toll Charge imposed by the Tax Legislation, the Company expects to fully utilize all of its unused federal tax credits that existed at the end of fiscal 2017 of $1.1 billion, which resulted in a reduction to noncurrent deferred tax assets in the first quarter of fiscal 2018, and the federal tax credits that are expected to be generated in fiscal 2018. The Company will elect to pay the Toll Charge, interest free, over a period of eight years, with payments beginning on January 15, 2019. The Company did not discount the amount of the Toll Charge. The cash amount the Company currently estimates will be paid for the Toll Charge, net of tax credit carryforwards and expected tax credits estimated to be generated in fiscal 2018, is $3.2 billion. The estimated first installment of $251 million is due on January 15, 2019 and was included in other current liabilities. The remaining liability was included in noncurrent income taxes payable.

The Company estimates its annual effective income tax rate to be approximately 438% for fiscal 2018, as compared to the 18% effective income tax rate for fiscal 2017, primarily as a result of the estimated charge of $5.95 billion recorded to income tax expense in the first six months of fiscal 2018 related to the combined effect of the Toll Charge, the remeasurement of deferred tax assets and liabilities and the Company's decision to no longer indefinitely reinvest certain foreign earnings, all of which resulted from the Tax Legislation. The estimated annual effective tax rate for fiscal 2018 was also impacted by the EC fine (Note 6) recorded in the first quarter of fiscal 2018, which is not deductible for tax purposes and is attributable to a foreign jurisdiction. Tax benefits from foreign income taxed at rates lower than rates in the U.S. are expected to be approximately 31% in fiscal 2018, compared to 32% in fiscal 2017, primarily due to the lower U.S. federal statutory income tax rate enacted by the Tax Legislation, partially offset by lower estimated U.S. revenues primarily related to decreased royalty revenues from Apple's contract manufacturers and the other licensee in dispute. The estimated annual effective tax rate for fiscal 2018 also reflects a blended U.S. federal statutory income tax rate of 25% as a result of the Tax Legislation and the increase in the Company's Singapore tax rate due to the expiration of certain of its tax incentives in March 2017. The annual effective tax rate of 18% for fiscal 2017 reflected the KFTC and TFTC fines (Note 6), which were not deductible for tax purposes and were each attributable to the U.S. and foreign jurisdictions.

The effective tax rate of 1% benefit for the second quarter of fiscal 2018 was lower than the estimated annual effective tax rate primarily due to the estimated charge of $5.96 billion recorded discretely to income tax expense in the first quarter of fiscal 2018 related to the effects of certain components of the Tax Legislation and the EC fine recorded in the first quarter of fiscal 2018, as well as the $15 million tax benefit recorded discretely in the second quarter of fiscal 2018 related to refining estimates associated with the Tax Legislation.

Unrecognized tax benefits were $347 million and $372 million at March 25, 2018 and September 24, 2017, respectively. The Company believes that it is reasonably possible that the total amounts of unrecognized tax benefits at March 25, 2018 may increase or decrease in the next 12 months.

The Company is subject to income taxes in the U.S. and numerous foreign jurisdictions, and is currently under examination by various tax authorities worldwide, most notably in countries where the Company earns a routine return and tax authorities believe substantial value-add activities are performed. These examinations are at various stages with respect to assessments, claims, deficiencies and refunds, many of which are open for periods after fiscal 2000. The Company continually assesses the likelihood and amount of potential adjustments and adjusts the income tax provision, income taxes payable and deferred taxes in the period in which the facts give rise to a revision become known. As of March 25, 2018, the Company believes that adequate amounts have been reserved for based on facts known. However, the final determination of

tax audits and any related legal proceedings could materially differ from amounts reflected in the Company's income tax provision and the related accruals.

Note 4. Stockholders' Equity

Changes in stockholders' equity in the six months ended March 25, 2018 were as follows (in millions):

	Total Stockholders' Equity
Balance at September 24, 2017	$ 30,746
Net loss	(5,590)
Other comprehensive income	161
Common stock issued under employee benefit plans and related tax benefits	343
Share-based compensation	499
Tax withholdings related to vesting of share-based payments	(196)
Dividends	(1,719)
Stock repurchases	(425)
Balance at March 25, 2018	$ 23,819

Accumulated Other Comprehensive Income. Changes in the components of accumulated other comprehensive income, net of income taxes, in stockholders' equity in the six months ended March 25, 2018 were as follows (in millions):

	Foreign Currency Translation Adjustment	Noncredit Other-than-Temporary Impairment Losses and Subsequent Changes in Fair Value for Certain Available-for-Sale Debt Securities	Net Unrealized Gain (Loss) on Other Available-for-Sale Securities	Net Unrealized (Loss) Gain on Derivative Instruments	Other Gains	Total Accumulated Other Comprehensive Income
Balance at September 24, 2017	$ 147	$ 23	$ 218	$ (8)	$ 4	$ 384
Other comprehensive income (loss) before reclassifications	173	—	(1)	(6)	—	166
Reclassifications from accumulated other comprehensive income	—	1	(9)	3	—	(5)
Other comprehensive income (loss)	173	1	(10)	(3)	—	161
Balance at March 25, 2018	$ 320	$ 24	$ 208	$ (11)	$ 4	$ 545

Reclassifications from accumulated other comprehensive income related to available-for-sale securities were negligible in both the three and six months ended March 25, 2018 and $35 million and $48 million in the three and six months ended March 26, 2017, respectively, and were recorded in investment and other income, net (Note 2).

Stock Repurchase Program. On March 9, 2015, the Company announced a stock repurchase program authorizing it to repurchase up to $15 billion of the Company's common stock. The stock repurchase program has no expiration date. In the six months ended March 25, 2018 and March 26, 2017, the Company repurchased and retired 6.8 million and 11.5 million shares for $425 million and $727 million, respectively, before commissions. At March 25, 2018, $1.2 billion remained authorized for repurchase under the Company's stock repurchase program.

Dividends. On March 8, 2018, the Company announced a 9% increase in its quarterly dividend per share of common stock from $0.57 to $0.62, which is effective for dividends payable after March 21, 2018. On April 17, 2018, the Company announced a cash dividend of $0.62 per share on the Company's common stock, payable on June 20, 2018 to stockholders of record as of the close of business on May 30, 2018. In the six months ended March 25, 2018 and March 26, 2017, dividends charged to retained earnings were as follows (in millions, except per share data):

	2018		2017	
	Per Share	Total	Per Share	Total
First quarter	$ 0.57	$ 862	$ 0.53	$ 801
Second quarter	0.57	857	0.53	798
	$ 1.14	$ 1,719	$ 1.06	$ 1,599

Employee Benefit Plans. On March 23, 2018, the Company's stockholders approved an amendment to the Amended and Restated QUALCOMM Incorporated 2001 Employee Stock Purchase Plan to increase the share reserve by 30,000,000 shares to approximately 101,709,000.

Note 5. Debt

Revolving Credit Facilities. The Company has an Amended and Restated Revolving Credit Facility (2016 Amended and Restated Revolving Credit Facility) that provides for unsecured revolving facility loans, swing line loans and letters of credit in an aggregate amount of up to $5.0 billion, of which $530 million and $4.47 billion will expire in February 2020 and November 2021, respectively. Proceeds from the 2016 Amended and Restated Revolving Credit Facility are expected to be used for general corporate purposes. At March 25, 2018 and September 24, 2017, the Company had not borrowed any funds under the 2016 Amended and Restated Revolving Credit Facility.

In March 2018, the Company entered into a credit agreement, which was amended on April 20, 2018 in connection with Amendment No. 2 to the NXP purchase agreement (Amendment No. 2) (Note 8), that provides for senior unsecured delayed-draw revolving facility loans in an aggregate amount of $3.0 billion (as amended, the 2018 Revolving Credit Facility). Proceeds from the 2018 Revolving Credit Facility, if drawn, will be used in part to finance the proposed acquisition of NXP (Note 8) and for general corporate purposes. Commitments under the 2018 Revolving Credit Facility will expire on the first to occur of (i) the termination of Qualcomm River Holdings's obligation to consummate the proposed acquisition of NXP, (ii) if the closing date under the 2018 Revolving Credit Facility has not occurred, the date that is five business days following July 25, 2018 and (iii) the termination of the commitments in accordance with the provisions of the 2018 Revolving Credit Facility providing for voluntary and mandatory commitment reductions. Loans under the 2018 Revolving Credit Facility will mature on December 31, 2018 and will bear interest, at the option of the Company, at either the reserve-adjusted Eurocurrency Rate (determined in accordance with the 2018 Revolving Credit Facility) or the Base Rate (determined in accordance with the 2018 Revolving Credit Facility), in each case plus an applicable margin based on the Company's long-term unsecured senior, non-credit enhanced debt ratings. The initial margins over the reserve-adjusted Eurocurrency Rate and the Base Rate based on Qualcomm's debt ratings as of March 25, 2018 will be 0.75% and 0.00% per annum, respectively. The 2018 Revolving Credit Facility has a ticking fee, which is based on Qualcomm's debt ratings and initially accrues at a rate of 0.05% per annum commencing on March 6, 2018. At March 25, 2018, the Company had not borrowed any funds under the 2018 Revolving Credit Facility.

Commercial Paper Program. The Company has an unsecured commercial paper program, which provides for the issuance of up to $5.0 billion of commercial paper. Net proceeds from this program are used for general corporate purposes. Maturities of commercial paper can range from 1 day to up to 397 days. At March 25, 2018 and September 24, 2017, the Company had $2.2 billion and $999 million, respectively, of outstanding commercial paper included in short-term debt with a weighted-average interest rate of 1.98% and 1.19%, respectively, which included fees paid to the commercial paper dealers, and weighted-average remaining days to maturity of 44 days and 45 days, respectively. The carrying value of the outstanding commercial paper approximated its estimated fair value at March 25, 2018 and September 24, 2017.

Term Loan Facilities. The Company is party to a credit agreement, which was amended on April 20, 2018, in connection with Amendment No. 2, that provides for senior unsecured delayed-draw term facility loans in an aggregate amount of $4.0 billion (as amended, the 2016 Term Loan Facility). Proceeds from the 2016 Term Loan Facility, if drawn, will be used to finance the proposed acquisition of NXP. Commitments under the 2016 Term Loan Facility will expire on the first to occur of (i) the consummation of the proposed acquisition of NXP without using loans under the 2016 Term Loan Facility, (ii) the termination of Qualcomm River Holdings's obligation to consummate the proposed acquisition of NXP and (iii) the date that is five business days following July 25, 2018. At March 25, 2018 and September 24, 2017, the Company had not borrowed any funds under the 2016 Term Loan Facility.

In March 2018, the Company entered into a credit agreement, which was amended on April 20, 2018 in connection with Amendment No. 2, that provides for senior unsecured delayed-draw term facility loans in an aggregate amount of $3.0 billion (as amended, the 2018 Term Loan Facility). Proceeds from the 2018 Term Loan Facility, if drawn, will be used in part to

finance the proposed acquisition of NXP and for general corporate purposes.Commitments under the 2018 Term Loan Facility will expire on the first to occur of (i) the consummation of the proposed acquisition of NXP without using loans under the 2018 Term Loan Facility, (ii) the termination of Qualcomm River Holdings's obligation to consummate the proposed acquisition of NXP, (iii) the date that is five business days following July 25, 2018 and (iv) the termination of the commitments in accordance with the provisions of the 2018 Term Loan Facility providing for voluntary and mandatory commitment reductions. Loans under the 2018 Term Loan Facility will mature on December 31, 2018 and will bear interest, at the option of the Company, at either the reserve-adjusted Eurocurrency Rate (determined in accordance with the 2018 Term Loan Facility) or the Base Rate (determined in accordance with the 2018 Term Loan Facility), in each case plus an applicable margin based on the Company's long-term unsecured senior, non-credit enhanced debt ratings. The initial margins over the reserve-adjusted Eurocurrency Rate and the Base Rate based on Qualcomm's debt ratings as of March 25, 2018 will be 0.875% and 0.00% per annum, respectively. The 2018 Term Loan Facility has a ticking fee, which is based on Qualcomm's debt ratings and initially accrues at a rate of 0.05% per annum commencing on March 6, 2018. At March 25, 2018, the Company had not borrowed any funds under the 2018 Term Loan Facility.

Long-term Debt. The following table provides a summary of the Company's long-term debt (in millions, except percentages):

	March 25, 2018		September 24, 2017	
	Amount	Effective Rate	Amount	Effective Rate
May 2015 Notes				
Floating-rate three-month LIBOR plus 0.27% notes due May 18, 2018	$ 250	2.21%	$ 250	1.65%
Floating-rate three-month LIBOR plus 0.55% notes due May 20, 2020	250	2.49%	250	1.92%
Fixed-rate 1.40% notes due May 18, 2018	1,250	2.94%	1,250	1.93%
Fixed-rate 2.25% notes due May 20, 2020	1,750	2.79%	1,750	2.20%
Fixed-rate 3.00% notes due May 20, 2022	2,000	3.34%	2,000	2.65%
Fixed-rate 3.45% notes due May 20, 2025	2,000	3.46%	2,000	3.46%
Fixed-rate 4.65% notes due May 20, 2035	1,000	4.74%	1,000	4.74%
Fixed-rate 4.80% notes due May 20, 2045	1,500	4.71%	1,500	4.71%
May 2017 Notes				
Floating-rate three-month LIBOR plus 0.36% notes due May 20, 2019	750	2.37%	750	1.80%
Floating-rate three-month LIBOR plus 0.45% notes due May 20, 2020	500	2.43%	500	1.86%
Floating-rate three-month LIBOR plus 0.73% notes due January 30, 2023	500	2.56%	500	2.11%
Fixed-rate 1.85% notes due May 20, 2019	1,250	2.00%	1,250	2.00%
Fixed-rate 2.10% notes due May 20, 2020	1,500	2.19%	1,500	2.19%
Fixed-rate 2.60% notes due January 30, 2023	1,500	2.70%	1,500	2.70%
Fixed-rate 2.90% notes due May 20, 2024	1,500	3.01%	1,500	3.01%
Fixed-rate 3.25% notes due May 20, 2027	2,000	3.46%	2,000	3.46%
Fixed-rate 4.30% notes due May 20, 2047	1,500	4.47%	1,500	4.47%
Total principal	21,000		21,000	
Unamortized discount, including debt issuance costs	(97)		(106)	
Hedge accounting fair value adjustments	(43)		—	
Total	$ 20,860		$ 20,894	
Reported as:				
Short-term debt	$ 1,499		$ 1,496	
Long-term debt	19,361		19,398	
Total	$ 20,860		$ 20,894	

The Company's 2019 floating-rate notes, 2020 floating-rate notes, 2019 fixed-rate notes and 2020 fixed-rate notes issued in May 2017 for an aggregate principal amount of $4.0 billion are subject to a special mandatory redemption at a price equal to 101% of the aggregate principal amount, plus accrued and unpaid interest to, but excluding, the date of such mandatory

redemption. The redemption is required on the first to occur of (i) the termination of the NXP purchase agreement or (ii) if the NXP transaction has not closed, by June 1, 2018. The Company may redeem the fixed-rate notes at any time in whole, or from time to time in part, at specified make-whole premiums as defined in the applicable form of note. The Company may not redeem the other floating-rate notes prior to maturity. The obligations under the notes rank equally in right of payment with all of the Company's other senior unsecured indebtedness and will effectively rank junior to all liabilities of the Company's subsidiaries. At March 25, 2018 and September 24, 2017, the aggregate fair value of the notes, based on Level 2 inputs, was approximately $20.5 billion and $21.5 billion, respectively.

In connection with issuance of the May 2015 Notes, the Company entered into interest rate swaps with an aggregate notional amount of $3.0 billion, which effectively converted all of the fixed-rate notes due in 2018 and approximately 43% and 50% of the fixed-rate notes due in 2020 and 2022, respectively, into floating-rate notes. The net gains and losses on the interest rate swaps, as well as the offsetting gains or losses on the related fixed-rate notes attributable to the hedged risks, are recorded in earnings in interest expense in the current period. The Company did not enter into similar interest rate swaps in connection with issuance of the May 2017 Notes.

The effective interest rates for the notes include the interest on the notes, amortization of the discount, which includes debt issuance costs, and if applicable, adjustments related to hedging. Interest is payable in arrears quarterly for the floating-rate notes and semi-annually for the fixed-rate notes. Cash interest paid related to the Company's commercial paper program and long-term debt, net of cash received from the related interest rate swaps, was $317 million and $150 million in the six months ended March 25, 2018 and March 26, 2017, respectively.

Debt Covenants. The 2016 Amended and Restated Revolving Credit Facility, the 2016 Term Loan Facility, the 2018 Revolving Credit Facility and the 2018 Term Loan Facility require that the Company comply with certain covenants, including one financial covenant to maintain a ratio of consolidated earnings before interest, taxes, depreciation and amortization to consolidated interest expense, as defined in each of the respective agreements, of not less than three to one at the end of each fiscal quarter. The Company is not subject to any financial covenants under the notes nor any covenants that would prohibit the Company from incurring additional indebtedness ranking equal to the notes, paying dividends, issuing securities or repurchasing securities issued by it or its subsidiaries. At March 25, 2018 and September 24, 2017, the Company was in compliance with the applicable covenants under each facility outstanding at such time.

Note 6. Commitments and Contingencies

Legal and Regulatory Proceedings.

ParkerVision, Inc. v. QUALCOMM Incorporated: On May 1, 2014, ParkerVision filed a complaint against the Company in the United States District Court for the Middle District of Florida alleging that certain of the Company's products infringe certain ParkerVision patents. On August 21, 2014, ParkerVision amended the complaint, now captioned ParkerVision, Inc. v. QUALCOMM Incorporated, Qualcomm Atheros, Inc., HTC Corporation, HTC America, Inc., Samsung Electronics Co., LTD., Samsung Electronics America, Inc. and Samsung Telecommunications America, LLC, broadening the allegations. ParkerVision alleged that the Company infringes 11 ParkerVision patents and seeks damages and injunctive and other relief. On December 3, 2015, ParkerVision dismissed six patents from the lawsuit and granted the Company and all other defendants a covenant not to assert those patents against any existing products. On February 2, 2016, after agreement among the parties, the District Court stayed the remainder of the case pending the resolution of the complaint filed by ParkerVision against the Company and other parties with the United States International Trade Commission (ITC) described below. Subsequently, ParkerVision announced that it had reached a settlement with Samsung which dismissed the Samsung entities from the District Court case. The Company had previously filed Inter-Partes Review petitions with the United States Patent and Trademark Office (USPTO) to invalidate all asserted claims of several of the remaining patents. On March 7, 2017, the USPTO decided in the Company's favor with respect to all asserted claims of one such patent. After the ITC action described below was closed, and upon agreement among the parties, on May 24, 2017, the District Court further stayed the District Court case pending ParkerVision's appeal of the USPTO's invalidation decisions.

On December 14, 2015, ParkerVision filed another complaint against the Company in the United States District Court for the Middle District of Florida alleging patent infringement. Apple Inc., Samsung Electronics Co., LTD., Samsung Electronics America, Inc., Samsung Telecommunications America, LLC, Samsung Semiconductor, Inc., LG Electronics, Inc., LG Electronics U.S.A., Inc. and LG Electronics MobileComm U.S.A., Inc. are also named defendants. The complaint asserts that certain of the Company's products infringe four additional ParkerVision patents and seeks damages and other relief. On December 15, 2015, ParkerVision filed a complaint with the ITC pursuant to Section 337 of the Tariff Act of 1930 against the same parties asserting the same four patents. The complaint seeks an exclusion order barring the importation of products that

use either of two Company transceivers or one Samsung transceiver and a cease and desist order preventing the Company and the other defendants from carrying out commercial activities within the United States related to such products. On January 13, 2016, the Company served its answer to the District Court complaint. On January 15, 2016, the ITC instituted an investigation. On February 12, 2016, the District Court case was stayed pending completion of the ITC investigation. Subsequently, ParkerVision announced that it had reached a settlement with Samsung which dismissed the Samsung entities from the ITC investigation and related District Court case. On February 2, 2017, the ITC granted ParkerVision's motion to drop all but one patent and one accused product from the ITC investigation. On March 12, 2017, one day before the ITC hearing was scheduled to begin, ParkerVision moved to withdraw its ITC complaint in its entirety. The Company and the other defendants did not oppose the withdrawal of the complaint. On April 28, 2017, the ITC formally closed the investigation. On May 4, 2017, ParkerVision filed a motion to reopen the related District Court Case, and on May 26, 2017, the District Court granted the motion. On March 16, 2018, the parties agreed to dismiss three of ParkerVision's patents from the case without prejudice, leaving only one patent at issue. No trial date has been set.

Apple Inc. (Apple) v. QUALCOMM Incorporated: On January 20, 2017, Apple filed a complaint against the Company in the United States District Court for the Southern District of California seeking declarations with respect to several of the Company's patents and alleging that the Company breached certain agreements and violated federal antitrust and California state unfair competition laws. In its initial complaint, Apple sought declaratory judgments of non-infringement by Apple of nine of the Company's patents, or in the alternative, a declaration of royalties Apple must pay for the patents. Apple further sought a declaration that the Company's sale of baseband chipsets exhausts the Company's patent rights for patents embodied in those chipsets. Separately, Apple sought to enjoin the Company from seeking excessive royalties from Apple and to disgorge royalties paid by Apple's contract manufacturers that the court finds were not fair, reasonable and non-discriminatory (FRAND). Apple also claimed that the Company's refusal to make certain payments to Apple under a Business Cooperation and Patent Agreement (Cooperation Agreement) constitutes a breach of contract in violation of California law and sought damages in the amount of the unpaid payments, alleged to be approximately $1 billion. In addition, Apple claimed that the Company has refused to deal with competitors in contravention of the Company's agreements with applicable standard setting organizations, has used its market position to impose contractual obligations on Apple that prevented Apple from challenging the Company's licensing practices, has tied the purchase of the Company's CDMA-enabled and "premium" LTE-enabled chipsets to licensing certain of the Company's patents and has required Apple to purchase baseband chipsets exclusively from the Company as a condition of the Company's payment to Apple of certain rebates, in violation of Section 2 of the Sherman Act and the California Unfair Competition Law. Apple sought injunctive relief with respect to these claims and a judgment awarding its expenses, costs and attorneys' fees.

On April 10, 2017, the Company filed its Answer and Counterclaims (amended on May 24, 2017) in response to Apple's complaint denying Apple's claims and asserting claims against Apple. The counterclaims against Apple include tortious interference with the Company's long-standing Subscriber Unit License Agreements (SULAs) with third-party contract manufacturers of Apple devices, causing those contract manufacturers to withhold certain royalty payments owed to the Company and violate their audit obligations; breach of contract and the implied covenant of good faith and fair dealing relating to the parties' Cooperation Agreement; unjust enrichment and declaratory relief relating to the Cooperation Agreement; breach of contract based on Apple's failure to pay amounts owed to the Company under a Statement of Work relating to a high-speed feature of the Company's chipsets; breach of the parties' software agreement; and violation of California Unfair Competition Law based on Apple's threatening the Company to prevent it from promoting the superior performance of the Company's own chipsets. The Company also seeks declaratory judgments that the Company has satisfied its FRAND commitments with respect to Apple, and that the Company's SULAs with the contract manufacturers do not violate either competition law or the Company's FRAND commitments. On June 19, 2017, Apple filed a Partial Motion to Dismiss the Company's counterclaim for violation of the California Unfair Competition Law. The court granted that motion on November 8, 2017. On June 20, 2017, Apple filed an Answer and Affirmative Defenses to the rest of the Company's counterclaims, and also filed an Amended Complaint reiterating all of the original claims and adding claims for declaratory judgments of invalidity of the nine patents that are subject to declaratory judgment claims in the original complaint, adding new declaratory judgment claims for non-infringement, invalidity and a declaration of royalties for nine more patents. Apple also added claims for declaratory judgments that certain of the Company's agreements are unenforceable. On July 21, 2017, the Company filed an Answer to Apple's Amended Complaint as well as a motion to dismiss the new declaratory judgment claims for non-infringement, invalidity and a declaration of royalties for the nine additional patents. The court granted the Company's motion on November 8, 2017. On July 18, 2017, Apple filed a motion to consolidate this action with QUALCOMM Incorporated v. Compal Electronics, Inc., et al., discussed below, and on September 13, 2017, the court granted that motion. Fact discovery is set to close in these cases on May 11, 2018. A final pretrial conference is scheduled for September 28, 2018. The trials have not been scheduled.

On January 23, 2017, an Apple subsidiary in China filed two complaints against the Company in the Beijing Intellectual Property Court. On March 31, 2017, the court granted an application by Apple Inc. to join the actions as a plaintiff, and Apple amended the complaints. One of the complaints alleges a violation of China's Anti-Monopoly Law (AML complaint); the other complaint requests a determination of the terms of a patent license between the Company and Apple (FRAND complaint). The AML complaint alleges that (i) the Company has abused its dominant position in communication standard-essential patents licensing markets and certain global baseband chipset markets by charging and offering royalty terms that were excessively high; (ii) the Company refused to license certain implementers of standardized technologies, including Apple and baseband chipset manufacturers; (iii) the Company forced Apple to use only the Company's products and services; and (iv) the Company bundled licenses to standard-essential patents with licenses to non-standard-essential patents and imposed other unreasonable or discriminatory trading terms on Apple in violation of the AML. The AML complaint seeks a decree that the Company cease the alleged abuse of dominance, as well as damages in the amount of 1 billion Chinese Renminbi (approximately $158 million based on the exchange rate on March 25, 2018). The FRAND complaint makes allegations similar to the AML complaint and further alleges that the Company refused to offer licensing terms for the Company's cellular standard-essential patents consistent with the Company's FRAND licensing commitments and failed to provide to Apple certain information about the Company's patents. The FRAND complaint seeks (i) a declaration that the license terms offered to Apple by the Company for its mobile communication standard essential patents are not compliant with FRAND; (ii) an order that the Company cease its actions that allegedly violate the Company's FRAND obligations, including pricing on unfair, unreasonable and excessive terms, refusing to deal, imposing unreasonable trade conditions and failing to provide information on the Company's patents; and (iii) a determination of FRAND-compliant license terms for the Company's Chinese standard-essential patents. Apple also seeks its expenses in each of the cases. On August 3, 2017, the Company received three additional complaints filed by an Apple subsidiary and Apple Inc. against the Company in the Beijing Intellectual Property Court. The complaints seek declaratory judgments of non-infringement of three Qualcomm patents. The Company has filed jurisdictional and other objections to the complaints.

On February 16, 2017, Apple and one of its Japanese subsidiaries filed four complaints against the Company in the Tokyo District Court. In three of the complaints, Apple seeks declaratory judgment of non-infringement by Apple of three of the Company's patents. Apple further seeks a declaration that the Company's patent rights with respect to those three patents are exhausted by the Company's SULAs with the contract manufacturers of Apple's devices as well as the Company's sale of baseband chipsets. Apple also seeks an award of fees. On January 30, 2018, the court dismissed one of the complaints, finding that Apple lacked standing based on the facts it alleged in that complaint. The court has yet to rule on whether Apple has standing in the remaining complaints. On May 15, 2017, the Company learned of the fourth complaint. In that complaint, Apple and one of its Japanese subsidiaries seek damages of 100 million Japanese Yen (approximately $1 million based on the exchange rate on March 25, 2018) from the Company, based on allegations that the Company violated the Japanese Antimonopoly Act and the Japanese Civil Code. In particular, the fourth complaint alleges that (i) the Company holds a monopoly position in the market for baseband processor chipsets that implement certain cellular standards; (ii) the Company collects double royalties through its license agreements and the sale of chipsets; (iii) the Company refused to grant Apple a license on FRAND terms and forced Apple to execute a rebate agreement under unreasonable conditions; (iv) the Company refused to grant Apple a direct license; and (v) the Company demanded a license fee based on the market value of the total device. The Company has filed jurisdictional and other objections to all four of the complaints.

On March 2, 2017, the Company learned that Apple and certain of its European subsidiaries issued a Claim Form against the Company in the UK High Court of Justice, Chancery Division, Patents Court on January 23, 2017. Apple subsequently filed an Amended Claim Form and Particulars of Claim. Both the Amended Claim Form and the Particulars of Claim allege several European competition law claims, including refusal to license competing chipmakers, failure to offer Apple a direct license to the Company's standard-essential patents on FRAND terms, demanding excessive royalties for the Company's standard-essential patents, and demanding excessive license fees for the use of the Company's standard-essential patents in connection with chipsets purchased from the Company. Apple also seeks declarations that the Company is obliged to offer a direct patent license to Apple in respect of standard-essential patents actually practiced on fair, reasonable and non-discriminatory terms and that using the Company's chipsets does not infringe any of the Company's patents because the Company exhausted its patent rights. Finally, Apple seeks declarations that five of the Company's European (UK) patents are invalid and not essential, and an order that each of those patents be revoked.

On April 18, 2017, Apple and one of its Taiwanese subsidiaries filed a complaint against the Company in the Taiwan Intellectual Property Court alleging that the Company has abused a dominant market position in licensing wireless standard-essential patents and selling baseband chipsets, including improper pricing, refusal to deal, exclusive dealing, tying, imposing unreasonable trade terms and discriminatory treatment. The complaint seeks rulings that the Company not use the sales price

of the terminal device as the royalty base for standard-essential patents; not leverage its cellular standard-essential patents to obtain licenses of its non-standard-essential patents or demand cross-licenses without proper compensation; not refuse, reduce, delay or take any other action to limit the supply of its baseband chipsets to non-licensees; that the Company must license its standard-essential patents on FRAND terms; and that the Company shall not, based on standard-essential patents, seek injunctions. The complaint also seeks damages of 10 million Taiwan Dollars (less than $1 million based on the exchange rate on March 25, 2018), among other relief.

On November 30, 2017, Apple and certain of its Chinese subsidiaries filed three patent infringement complaints against the Company in the Beijing Intellectual Property Court. Apple seeks damages and costs. The Company has filed jurisdictional objections to the complaints.

The Company believes Apple's claims in the above matters are without merit.

QUALCOMM Incorporated v. Compal Electronics, Inc. et al.: On May 17, 2017, the Company filed a complaint in the United States District Court for the Southern District of California against Compal Electronics, Inc. (Compal), FIH Mobile, Ltd., Hon Hai Precision Industry Co., Ltd. (together with FIH Mobile, Ltd., Foxconn), Pegatron Corporation (Pegatron) and Wistron Corporation (Wistron) asserting claims for injunctive relief, specific performance, declaratory relief and damages stemming from the defendants' breach of contracts by ceasing the payment of royalties for iPhones and other devices which they manufacture for Apple. On July 17, 2017, Compal, Foxconn, Pegatron and Wistron each filed third-party complaints for contractual indemnity against Apple seeking to join Apple as a party to the action. On July 18, 2017, Apple filed an answer to these third-party complaints acknowledging its indemnity agreements and consenting to be joined. On July 18, 2017, the defendants filed an Answer and Counterclaims to the complaint, asserting defenses and counterclaims similar to allegations previously made by Apple in the *Apple Inc. v. QUALCOMM Incorporated* case in the Southern District of California discussed above. In addition, the defendants asserted certain new claims, including claims under Section 1 of the Sherman Act and California's Cartwright Act. The defendants seek damages, declaratory relief, injunctive relief, restitution of certain royalties and other relief. On July 18, 2017, Apple filed a motion to consolidate this action with the *Apple Inc. v. QUALCOMM Incorporated* case in the Southern District of California. On September 13, 2017, the court granted Apple's consolidation motion. Fact discovery is set to close in these cases on May 11, 2018. A final pretrial conference is scheduled for September 28, 2018. No trial date has been set.

The Company believes Compal's, Foxconn's, Pegatron's and Wistron's claims in the above matter are without merit.

QUALCOMM Incorporated v. Apple Inc.: On July 6, 2017, the Company filed a complaint against Apple in the United States District Court for the Southern District of California asserting claims for damages and injunctive relief for infringement of six of the Company's patents directed to a variety of features found in iPhone models. On July 7, 2017, the Company filed a complaint against Apple in the United States International Trade Commission (ITC) requesting that the ITC institute an investigation pursuant to Section 337 of the Tariff Act of 1930 based on Apple's infringement of the same six patents. The Company is seeking a limited exclusion order and cease and desist order against importation of iPhone models that do not contain a Qualcomm brand baseband processor. The patents have not been declared as essential to any standards organization and are not subject to commitments to license on FRAND terms. Apple filed an Answer and Counterclaims in the District Court case on September 26, 2017. On November 29, 2017, Apple filed a First Amended Answer and Counterclaims asserting that the Company's Snapdragon processors infringe eight Apple patents. On August 8, 2017, the ITC issued a notice of institution of an investigation. On August 25, 2017, the Company withdrew allegations as to one patent in both the ITC investigation and the District Court case. On April 25, 2018, the Company withdrew allegations as to two additional patents in the ITC investigation, but not the district court case, in order to satisfy certain briefing limitations and to narrow the issues for hearing. The ITC investigation is scheduled for evidentiary hearing by the Administrative Law Judge (ALJ) from June 18-26, 2018. The ALJ's Initial Determination on the merits is due on September 14, 2018, and the target date for final determination by the ITC is set for January 14, 2019. A case management conference in the district court case was held on January 26, 2018. On March 2, 2018, the court granted the Company's motion to sever, for separate trial, Apple's counterclaims for patent infringement against the Company. With respect to the Company's patent claims against Apple, fact discovery is scheduled to close on June 11, 2018 and trial is scheduled to begin on March 4, 2019. With respect to Apple's patent claims against the Company, fact discovery is scheduled to close on December 3, 2018, and trial is scheduled to begin on July 15, 2019.

On November 1, 2017, the Company filed a complaint against Apple in San Diego Superior Court for breach of the Master Software Agreement between the companies. The complaint recounts instances when Apple failed to protect the Company's software as required by the agreement and failed to provide sufficient information to which the Company is entitled under the agreement in order to understand whether other breaches have occurred. The complaint seeks specific

performance of Apple's obligations to cooperate with an audit of its handling of the Company's software, damages and injunctive relief. Apple filed its Answer to the Complaint on December 29, 2017. A case management conference is scheduled for July 20, 2018. No trial date has been set.

On November 29, 2017, the Company filed three additional complaints against Apple in the United States District Court for the Southern District of California alleging infringement of a total of 16 of the Company's patents. The patents have not been declared as essential to any standards organization and are not subject to commitments to license on FRAND terms. The complaints seek damages and injunctive relief. On January 22, 2018, Apple filed Answers and Counterclaims in each of these cases seeking declaratory judgments that the asserted patents are invalid and/or not infringed. Case management conferences were held on February 7, 2018 and March 1, 2018. Tutorials and presentation of claim construction arguments for two of the cases are scheduled for September 10 and 11, 2018 and October 10 and 11, 2018, respectively. For the case relating to the November 30, 2017 ITC investigation described below, a mandatory settlement conference is scheduled for October 19, 2018, fact discovery is scheduled to close on March 13, 2019, and trial is scheduled to begin on October 21, 2019. No trial date has been set for the other two cases.

On November 30, 2017, the Company filed a complaint in the ITC accusing certain Apple products of infringing five of the Company's patents. The patents have not been declared as essential to any standards organization and are not subject to commitments to license on FRAND terms. The Company seeks a limited exclusion order and cease and desist order against importation of iPhone models that do not contain a Qualcomm brand baseband processor. On January 2, 2018, the ITC instituted an investigation. The ITC investigation is scheduled for evidentiary hearing by the Administrative Law Judge (ALJ) from September 17 through 21, 2018. The ALJ's Initial Determination on the merits is due on January 22, 2019, and the target date for final determination by the ITC is set for May 22, 2019.

On July 17, 2017, the Company filed complaints against Apple and certain of its subsidiaries in the Federal Republic of Germany, asserting infringement of one of the Company's patents in the Mannheim District Court and infringement of another patent in the Munich District Court. On October 2, 2017, the Company filed claim extensions in these actions against Apple and certain of its subsidiaries, asserting infringement of two additional patents in the Mannheim District Court and infringement of five additional patents in the Munich District Court. The complaints seek remedies including, among other relief, declaratory relief confirming liability on the merits for damages and injunctive relief. The patents have not been declared as essential to any standards organization and are not subject to commitments to license on FRAND terms.

On September 29, 2017, the Company filed three complaints against Apple and certain of its subsidiaries in the Beijing (China) Intellectual Property Court, asserting infringement of three of the Company's patents. The complaints seek remedies including injunctive relief and costs. The patents have not been declared as essential to any standards organization and are not subject to commitments to license on FRAND terms.

On November 13, 2017, the Company filed three complaints against certain of Apple's subsidiaries in the Beijing (China) High People's Court, asserting infringement of three of the Company's patents. The complaints seek remedies including injunctive relief, damages and costs. The patents have not been declared as essential to any standards organization and are not subject to commitments to license on FRAND terms. On December 19, 2017, Apple's subsidiaries filed invalidation requests with the Chinese Patent Review Board (PRB) for each of the three asserted patents. PRB hearings regarding the validity of the patents are scheduled for April and May 2018.

On November 15, 2017, the Company filed three complaints against certain of Apple's subsidiaries in the Fuzhou (China) Intermediate People's Court, asserting infringement of three of the Company's patents. The complaints seek remedies including injunctive relief and costs. The patents have not been declared as essential to any standards organization and are not subject to commitments to license on FRAND terms. The court has set hearings on the merits of infringement to begin on August 16, 2018 for one of the cases and August 18, 2018 for the other two cases. Apple's subsidiaries filed invalidation requests with the Chinese Patent Review Board (PRB) on December 8, 2017 for one of the patents and December 11, 2017 for the other two patents. PRB hearings regarding the validity of the patents are scheduled for April and May 2018.

On January 12, 2018, the Company filed three additional complaints against Apple and certain of its subsidiaries in the Fuzhou (China) Intermediate People's Court, asserting infringement of three additional Company patents. The complaints seek remedies including injunctive relief and costs. The patents have not been declared as essential to any standards organization and are not subject to commitments to license on FRAND terms.

Also on January 12, 2018, the Company filed three complaints against certain of Apple's subsidiaries in the Jiangsu (China) High People's Court, asserting infringement of three of the Company's patents. The complaints seek remedies including injunctive relief, damages and costs. The patents have not been declared as essential to any standards organization

and are not subject to commitments to license on FRAND terms. On February 5, 2018 and March 5, 2018, Apple's subsidiaries filed invalidation requests with the PRB. PRB hearings regarding the validity of the patents are expected to begin in June 2018.

On February 2, 2018, the Company filed three additional complaints against certain of Apple's subsidiaries in the Qingdao (China) Intermediate People's Court, asserting infringement of three of the Company's patents. The complaints seek remedies including injunctive relief and costs. The patents have not been declared as essential to any standards organization and are not subject to commitments to license on FRAND terms. On February 26, 2018, Apple's subsidiaries filed invalidation requests with the PRB. PRB hearings regarding the validity of the patents are expected to begin in June 2018.

Also on February 2, 2018, the Company filed three additional complaints against certain of Apple's subsidiaries in the Guangzhou (China) Intermediate People's Court, asserting infringement of three of the Company's patents. The complaints seek remedies including injunctive relief and costs. The patents have not been declared as essential to any standards organization and are not subject to commitments to license on FRAND terms. On March 14, 2018, Apple's subsidiaries filed invalidation requests with the PRB. PRB hearings regarding the validity of the patents are expected to begin in July 2018.

The Company believes Apple's counterclaims and invalidation requests in the above matters are without merit.

3226701 Canada, Inc. v. QUALCOMM Incorporated et al: On November 30, 2015, plaintiffs filed a securities class action complaint against the Company and certain of its current and former officers in the United States District Court for the Southern District of California. On April 29, 2016, plaintiffs filed an amended complaint. On January 27, 2017, the court dismissed the amended complaint in its entirety, granting leave to amend. On March 17, 2017, plaintiffs filed a second amended complaint, alleging that the Company and certain of its current and former officers violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended, by making false and misleading statements regarding the Company's business outlook and product development between November 19, 2014 and July 22, 2015. The second amended complaint sought unspecified damages, interest, attorneys' fees and other costs. On May 8, 2017, the Company filed a motion to dismiss the second amended complaint. On October 20, 2017, the court entered an order granting in part the Company's motion to dismiss, and on November 29, 2017, the court entered an order granting the remaining portions of the Company's motion to dismiss. On December 28, 2017, the plaintiffs filed a notice of appeal to the United States Court of Appeals for the Ninth Circuit. The Company believes the plaintiffs' claims are without merit.

Consolidated Securities Class Action Lawsuit: On January 23, 2017 and January 26, 2017, securities class action complaints were filed by purported stockholders of the Company in the United States District Court for the Southern District of California against the Company and certain of its current and former officers and directors. The complaints alleged, among other things, that the defendants violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, and Rule 10b-5 thereunder, by making false and misleading statements and omissions of material fact in connection with certain allegations that the Company is or was engaged in anticompetitive conduct. The complaints sought unspecified damages, interest, fees and costs. On May 4, 2017, the court consolidated the two actions and appointed lead plaintiffs. On July 3, 2017, the lead plaintiffs filed a consolidated amended complaint asserting the same basic theories of liability and requesting the same basic relief. On September 1, 2017, the defendants filed a motion to dismiss the consolidated amended complaint. The court has not yet ruled on the motion. The Company believes the plaintiffs' claims are without merit.

Consumer Class Action Lawsuit: Since January 18, 2017, a number of consumer class action complaints have been filed against the Company in the United States District Courts for the Southern and Northern Districts of California, each on behalf of a putative class of purchasers of cellular phones and other cellular devices. Twenty-two such cases remain outstanding. In April 2017, the Judicial Panel on Multidistrict Litigation transferred the cases that had been filed in the Southern District of California to the Northern District of California. On May 15, 2017, the court entered an order appointing the plaintiffs' co-lead counsel, and on May 25, 2017, set a trial date of April 29, 2019. On July 11, 2017, the plaintiffs filed a consolidated amended complaint alleging that the Company violated California and federal antitrust and unfair competition laws by, among other things, refusing to license standard-essential patents to its competitors, conditioning the supply of certain of its baseband chipsets on the purchaser first agreeing to license the Company's entire patent portfolio, entering into exclusive deals with companies including Apple Inc., and charging unreasonably high royalties that do not comply with the Company's commitments to standard setting organizations. The complaint seeks unspecified damages and disgorgement and/or restitution, as well as an order that the Company be enjoined from further unlawful conduct. On August 11, 2017, the Company filed a motion to dismiss the consolidated amended complaint. On November 10, 2017, the court denied the Company's motion to dismiss the consolidated amended complaint, except to the extent that certain claims seek damages under the Sherman Antitrust Act. Trial is scheduled to begin on January 19, 2019. The Company believes the plaintiffs' claims are without merit.

Canadian Consumer Class Action Lawsuits: Since November 9, 2017, five consumer class action complaints have been filed against the Company in Canada alleging various violations of Canadian competition and consumer protection laws. The claims are similar to those in the FTC and U.S. consumer class action complaints. The complaints seek unspecified damages. The Company has not yet answered the complaints.

Hays v. Jacobs, et. al.: On May 24, 2017, the plaintiff filed a complaint in the United States District Court for the District of Delaware asserting derivative claims on behalf of the Company against certain of the Company's current and former directors and officers. On November 13, 2017, the plaintiff filed an amended derivative complaint alleging that certain current and former directors and officers (i) breached their fiduciary duties by failing to oversee the Company's operations, (ii) breached their fiduciary duties and Section 14(a) of the Securities Exchange Act of 1934, as amended, by making false and misleading statements regarding the Company's business outlook, business practices and product development between November 6, 2013 and January 21, 2016 and (iii) were unjustly enriched as a result of the foregoing conduct. The amended complaint sought unspecified damages, interest, attorneys' fees and other costs. The defendants filed a Motion to Dismiss the amended complaint, which was scheduled for hearing by the court on March 14, 2018. The parties filed a Joint Stipulation for Voluntary Dismissal and Proposed Order (the Order), which the court granted on March 9, 2018. Accordingly, the case has been dismissed, and the Order required this disclosure in this filing.

Japan Fair Trade Commission (JFTC) Complaint: The JFTC received unspecified complaints alleging that the Company's business practices are, in some way, a violation of Japanese law. On September 29, 2009, the JFTC issued a cease and desist order concluding that the Company's Japanese licensees were forced to cross-license patents to the Company on a royalty-free basis and were forced to accept a provision under which they agreed not to assert their essential patents against the Company's other licensees who made a similar commitment in their license agreements with the Company. The cease and desist order seeks to require the Company to modify its existing license agreements with Japanese companies to eliminate these provisions while preserving the license of the Company's patents to those companies. The Company disagrees with the conclusions that it forced its Japanese licensees to agree to any provision in the parties' agreements and that those provisions violate the Japanese Antimonopoly Act. The Company has invoked its right under Japanese law to an administrative hearing before the JFTC. In February 2010, the Tokyo High Court granted the Company's motion and issued a stay of the cease and desist order pending the administrative hearing before the JFTC. The JFTC has held hearings on 37 different dates. No further hearings are currently scheduled. Fines or other monetary remedies are not available in this matter.

Korea Fair Trade Commission (KFTC) Complaint: On January 4, 2010, the KFTC issued a written decision finding that the Company had violated Korean law by offering certain discounts and rebates for purchases of its CDMA chipsets and for including in certain agreements language requiring the continued payment of royalties after all licensed patents have expired. The KFTC levied a fine, which the Company paid and recorded as an expense in fiscal 2010. The Company appealed to the Seoul High Court, and on June 19, 2013, the Seoul High Court affirmed the KFTC's decision. On July 4, 2013, the Company filed an appeal with the Korea Supreme Court. There have been no material developments since then with respect to this matter.

Korea Fair Trade Commission (KFTC) Investigation: On March 17, 2015, the KFTC notified the Company that it was conducting an investigation of the Company relating to the Korean Monopoly Regulation and Fair Trade Act (MRFTA). On December 27, 2016, the KFTC announced that it had reached a decision in the investigation, finding that the Company violated provisions of the MRFTA. On January 22, 2017, the Company received the KFTC's formal written decision, which found that the following conducts violate the MRFTA: (i) refusing to license, or imposing restrictions on licenses for, cellular communications standard-essential patents with competing modem chipset makers; (ii) conditioning the supply of modem chipsets to handset suppliers on their execution and performance of license agreements with the Company; and (iii) coercing agreement terms including portfolio license terms, royalty terms and free cross-grant terms in executing patent license agreements with handset makers. The KFTC's decision orders the Company to: (i) upon request by modem chipset companies, engage in good-faith negotiations for patent license agreements, without offering unjustifiable conditions, and if necessary submit to a determination of terms by an independent third party; (ii) not demand that handset companies execute and perform under patent license agreements as a precondition for purchasing modem chips; (iii) not demand unjustifiable conditions in the Company's license agreements with handset companies, and upon request renegotiate existing patent license agreements; and (iv) notify modem chipset companies and handset companies of the decision and order imposed on the Company and report to the KFTC new or amended agreements. According to the KFTC's decision, the foregoing will apply to transactions between the Company and the following enterprises: (i) handset manufacturers headquartered in Korea and their affiliate companies; (ii) enterprises that sell handsets in or to Korea and their affiliate companies; (iii) enterprises that supply handsets to companies referred to in (ii) above and the affiliate companies of such enterprises; (iv) modem chipset manufacturers headquartered in Korea and their affiliate companies; and (v) enterprises that supply modem chipsets to

companies referred to in (i), (ii) or (iii) above and the affiliate companies of such enterprises. The KFTC's decision also imposed a fine of approximately1.03 trillion Korean Won (approximately $927 million), which was paid on March 30, 2017. The Company believes that its business practices do not violate the MRFTA, and on February 21, 2017 filed an action in the Seoul High Court to cancel the KFTC's decision. On the same day, the Company filed an application with the Seoul High Court to stay the decision's remedial order pending the Seoul High Court's final judgment on the Company's action to cancel the KFTC's decision. On September 4, 2017, the Seoul High Court denied the Company's application to stay the remedial order, and on November 27, 2017, the Korea Supreme Court dismissed the Company's appeal of the Seoul High Court's decision on the application to stay. The Seoul High Court has not ruled on the Company's action to cancel the KFTC's decision.

Icera Complaint to the European Commission (EC): On June 7, 2010, the EC notified and provided the Company with a redacted copy of a complaint filed with the EC by Icera, Inc. (subsequently acquired by Nvidia Corporation) alleging that the Company has engaged in anticompetitive activity. The Company was asked by the EC to submit a preliminary response to the portions of the complaint disclosed to it, and the Company submitted its response in July 2010. Subsequently, the Company provided additional documents and information as requested by the EC. On July 16, 2015, the EC announced that it had initiated formal proceedings in this matter. On December 8, 2015, the EC announced that it had issued a Statement of Objections expressing its preliminary view that between 2009 and 2011, the Company engaged in predatory pricing by selling certain baseband chipsets to two customers at prices below cost, with the intention of hindering competition. A Statement of Objections informs the subject of the investigation of the allegations against it and provides an opportunity to respond to such allegations. It is not a determination of the final outcome of the investigation. On August 15, 2016, the Company submitted its response to the Statement of Objections. If a violation is found, a broad range of remedies is potentially available to the EC, including imposing a fine and/or injunctive relief prohibiting or restricting certain business practices. It is difficult to predict the outcome of this matter or what remedies, if any, may be imposed by the EC. The Company believes that its business practices do not violate the European Union (EU) competition rules.

European Commission (EC) Investigation: On October 15, 2014, the EC notified the Company that it was conducting an investigation of the Company relating to Articles 101 and/or 102 of the Treaty on the Functioning of the European Union (TFEU). On July 16, 2015, the EC announced that it had initiated formal proceedings in this matter. On December 8, 2015, the EC announced that it had issued a Statement of Objections expressing its preliminary view that pursuant to an agreement with a customer, since 2011 the Company paid significant amounts to that customer on condition that it exclusively use the Company's baseband chipsets in its smartphones and tablets. This conduct allegedly reduced the customer's incentives to source chipsets from the Company's competitors and harmed competition and innovation for certain baseband chipsets. On January 24, 2018, the EC issued a decision finding that certain terms of that agreement violate EU competition law and imposed a fine of approximately 997 million Euros. On April 6, 2018, the Company filed an appeal of the EC's decision with the General Court of the European Union. The Company believes that its business practices do not violate the EU competition rules.

The Company recorded a charge of $1.18 billion to other expenses related to the EC fine in the first quarter of fiscal 2018. The Company intends to provide financial guarantees by April 30, 2018 to satisfy the obligation in lieu of cash payment while the Company appeals the EC's decision. Beginning on April 30, 2018, the fine will accrue interest at a rate of 1.50% per annum until it has been paid or annulled. At March 25, 2018, the liability, including related foreign currency losses (which were recorded in investment and other income, net), was $1.23 billion and included in other current liabilities.

United States Federal Trade Commission (FTC) v. QUALCOMM Incorporated: On September 17, 2014, the FTC notified the Company that it is conducting an investigation of the Company relating to Section 5 of the Federal Trade Commission Act (FTCA). On January 17, 2017, the FTC filed a complaint against the Company in the United States District Court for the Northern District of California alleging that the Company engaged in anticompetitive conduct and unfair methods of competition in violation of Section 5 of the FTCA by conditioning the supply of baseband processors on the purchaser first agreeing to a license to the Company's standard-essential patents, paying incentives to purchasers of baseband processors to induce them to accept certain license terms, refusing to license its standard-essential patents to the Company's competitors and entering into alleged exclusive dealing arrangements with Apple Inc. The complaint seeks a permanent injunction against the Company's alleged violations of the FTCA and other unspecified ancillary equitable relief. A fine is not an available remedy in this matter, and the Company does not believe that other monetary remedies are likely in this matter. On April 19, 2017, the court set a trial date for January 4, 2019. The Company believes the FTC's claims are without merit.

Taiwan Fair Trade Commission (TFTC) Investigation: On December 4, 2015, the TFTC notified the Company that it was conducting an investigation into whether the Company's patent licensing practices violate the Taiwan Fair Trade Act

(TFTA). On April 27, 2016, the TFTC specified that the allegations under investigation included whether: (i) the Company jointly licensed its patents rather than separately licensing standard-essential patents and non-standard-essential patents; (ii) the Company's royalty charges are unreasonable; (iii) the Company unreasonably required licensees to grant it cross-licenses; (iv) the Company failed to provide lists of licensed patents to licensees; (v) the Company violated a FRAND licensing commitment by declining to grant licenses to chipset makers; (vi) the Company declined to sell chipsets to unlicensed potential customers; and (vii) the Company provided royalty rebates to certain companies in exchange for their exclusive use of the Company's chipsets. On October 11, 2017, the TFTC announced that it had reached a decision in the investigation, finding that the Company violated the TFTA. On October 23, 2017, the Company received TFTC's formal written decision, which found that the following conducts violate the TFTA: (i) refusing to license and demanding restrictive covenants from chip competitors; (ii) refusing to supply baseband processors to companies that do not have an executed license; and (iii) providing a royalty discount to Apple in exchange for its exclusive use of the Company's chipsets. The TFTC's decision orders the Company to: (1) cease the following conduct within 60 days of the day after receipt of the decision: (a) applying the clauses in an agreement entered into with a competing chip supplier requesting it to provide sensitive sales information such as chip prices, customers, sales volumes, product types and serial numbers; (b) applying clauses in component supply agreements entered into with handset manufacturers relating to the refusal to sell chips to unlicensed manufacturers; and (c) applying discount clauses in the exclusive agreement entered into with a relevant enterprise; (2) notify competing chip companies and handset manufacturers in writing within 30 days after receipt of the decision that those companies may request to amend or enter into patent license agreements and other relevant agreements within 60 days of the day following the day such notices are received, and upon receipt of such requests, the Company shall commence negotiation in good faith; (3) submit status reports to the TFTC on any such negotiations every six months beginning from the day after receipt of the decision, as well as to submit a report to the TFTC within 30 days after amendments to any license agreements or newly signed license agreements are executed. The TFTC's decision also imposed a fine of 23.4 billion Taiwan Dollars. The Company believes that its business practices do not violate the TFTA, and on November 10, 2017, the Company filed an Application for Stay of Enforcement of the TFTC's decision in the Taiwan Intellectual Property Court (IPC). The TFTC filed an opposition brief on December 8, 2017, and the IPC held a hearing on December 11, 2017. The IPC has not yet ruled on the Company's Application. On December 22, 2017, the Company filed an Administrative Litigation Complaint in the IPC to revoke the TFTC's decision. The TFTC has not yet filed its response.

The Company recorded a charge of $778 million to other expenses related to the TFTC fine in the fourth quarter of fiscal 2017. The fine will be paid in monthly installments through December 2022. At March 25, 2018, the remaining liability, including related foreign currency losses (which were recorded in investment and other income, net), was approximately $771 million, of which $615 million was included in other noncurrent liabilities.

Contingent losses: The Company will continue to vigorously defend itself in the foregoing matters. However, litigation and investigations are inherently uncertain. Accordingly, the Company cannot predict the outcome of these matters. Other than with respect to the TFTC and EC fines, the Company has not recorded any accrual at March 25, 2018 for contingent losses associated with these matters based on its belief that losses, while possible, are not probable. Further, any possible range of loss cannot be reasonably estimated at this time. The unfavorable resolution of one or more of these matters could have a material adverse effect on the Company's business, results of operations, financial condition or cash flows. The Company is engaged in numerous other legal actions not described above arising in the ordinary course of its business and, while there can be no assurance, believes that the ultimate outcome of these other legal actions will not have a material adverse effect on its business, results of operations, financial condition or cash flows.

Indemnifications. The Company generally does not indemnify its customers and licensees for losses sustained from infringement of third-party intellectual property rights. However, the Company is contingently liable under certain product sales, services, license and other agreements to indemnify certain customers, chipset foundries and semiconductor assembly and test service providers against certain types of liability and/or damages arising from qualifying claims of patent, copyright, trademark or trade secret infringement by products or services sold or provided by the Company, or by intellectual property provided by the Company to chipset foundries and semiconductor assembly and test service providers. The Company's obligations under these agreements may be limited in terms of time and/or amount, and in some instances, the Company may have recourse against third parties for certain payments made by the Company.

Through March 25, 2018, the Company has received a number of claims from its direct and indirect customers and other third parties for indemnification under such agreements with respect to alleged infringement of third-party intellectual property rights by its products. Reimbursements under indemnification arrangements have not been material to the Company's consolidated financial statements. The Company has not recorded any accrual for contingent liabilities at

March 25, 2018 associated with these indemnification arrangements based on the Company's belief that additional liabilities, while possible, are not probable. Further, any possible range of loss cannot be reasonably estimated at this time.

Purchase Obligations and Operating Leases. The Company has agreements with suppliers and other parties to purchase inventory, other goods and services and long-lived assets. Integrated circuit product inventory obligations represent purchase commitments for raw materials, semiconductor die, finished goods and manufacturing services, such as wafer bump, probe, assembly and final test. Under the Company's manufacturing relationships with its foundry suppliers and assembly and test service providers, cancelation of outstanding purchase commitments is generally allowed but requires payment of costs incurred through the date of cancelation, and in some cases, incremental fees related to capacity underutilization.

The Company leases certain of its land, facilities and equipment under noncancelable operating leases, with terms ranging from less than one year to 21 years and with provisions in certain leases for cost-of-living increases.

Obligations under these purchase agreements and future minimum lease payments under these operating leases at March 25, 2018 were as follows:

	Integrated Circuit Purchase Obligations	Other Purchase Obligations	Operating Leases
Remainder of fiscal 2018	$ 2,277	$ 894	$ 63
2019	1,074	286	114
2020	318	165	85
2021	63	60	64
2022	24	12	44
Thereafter	—	4	57
Total	$ 3,756	$ 1,421	$ 427

Other Commitments. At March 25, 2018, the Company was committed to fund certain strategic investments up to $414 million, of which $77 million and $72 million is expected to be funded in the remainder of fiscal 2018 and in fiscal 2021, respectively. The remaining commitments do not have fixed funding dates and are subject to certain conditions. Commitments represent the maximum amounts to be funded under these arrangements; actual funding may be in lesser amounts or not at all.

In March 2018, the Company's RF360 Holdings joint venture entered into an agreement for a build-to-suit construction project with a third-party lessor for the development of a manufacturing facility located in Singapore. The agreement includes a long-term lease commitment with a noncancelable 10-year term commencing upon completion of the construction project and four optional renewal terms of five years each. At March 25, 2018, the minimum lease commitment under the agreement based on the noncancelable term was approximately $90 million and the maximum lease commitment, including all optional renewal terms, was approximately $315 million.

Note 7. Segment Information

The Company is organized on the basis of products and services and has three reportable segments. The Company conducts business primarily through its QCT (Qualcomm CDMA Technologies) semiconductor business and its QTL (Qualcomm Technology Licensing) licensing business. QCT develops and supplies integrated circuits and system software based on CDMA, OFDMA and other technologies for use in mobile devices, wireless networks, devices used in the Internet of Things (IoT), broadband gateway equipment, consumer electronic devices and automotive telematics and infotainment systems. QTL grants licenses to use portions of its intellectual property portfolio, which includes certain patent rights essential to and/or useful in the manufacture and sale of certain wireless products. The Company's QSI (Qualcomm Strategic Initiatives) reportable segment makes strategic investments and includes revenues and related costs associated with development contracts with an equity method investee. The Company also has nonreportable segments, including its mobile health, data center, small cell and other wireless technology and service initiatives.

The Company evaluates the performance of its segments based on earnings (loss) before income taxes (EBT). In fiscal 2018, all of the costs related to pre-commercial research and development of 5G (fifth generation) technology, of which $115 million and $216 million was recorded in the three and six months ended March 25, 2018, respectively, are included in unallocated corporate research and development expenses, whereas similar costs related to the research and development of

other technology, including 3G (third generation) and 4G (fourth generation) technology, were recorded in both the QCT and QTL segments.

The table below presents revenues, EBT and total assets for reportable segments (in millions):

	Three Months Ended		Six Months Ended	
	March 25, 2018	March 26, 2017	March 25, 2018	March 26, 2017
Revenues				
QCT	$ 3,897	$ 3,676	$ 8,548	$ 7,777
QTL	1,260	2,249	2,559	4,060
QSI	30	—	60	14
Reconciling items	74	(909)	162	(836)
Total	$ 5,261	$ 5,016	$ 11,329	$ 11,015
EBT				
QCT	$ 608	$ 475	$ 1,563	$ 1,199
QTL	850	1,959	1,738	3,492
QSI	40	—	51	(17)
Reconciling items	(1,140)	(1,577)	(3,020)	(2,947)
Total	$ 358	$ 857	$ 332	$ 1,727

	March 25, 2018	September 24, 2017
Assets		
QCT	$ 3,336	$ 3,830
QTL	1,907	1,735
QSI	1,193	1,037
Reconciling items	57,690	58,884
Total	$ 64,126	$ 65,486

Reconciling items for revenues and EBT in the previous table were as follows (in millions):

	Three Months Ended		Six Months Ended	
	March 25, 2018	March 26, 2017	March 25, 2018	March 26, 2017
Revenues				
Nonreportable segments	$ 74	$ 65	$ 162	$ 138
Reduction to revenues related to BlackBerry arbitration decision	—	(974)	—	(974)
	$ 74	$ (909)	$ 162	$ (836)
EBT				
Reduction to revenues related to BlackBerry arbitration decision	$ —	$ (974)	$ —	$ (974)
Unallocated cost of revenues	(111)	(119)	(228)	(213)
Unallocated research and development expenses	(271)	(277)	(551)	(546)
Unallocated selling, general and administrative expenses	(258)	(138)	(420)	(283)
Unallocated other expenses (Note 2)	(310)	(78)	(1,493)	(954)
Unallocated interest expense	(179)	(106)	(348)	(195)
Unallocated investment and other income, net	82	223	206	407
Nonreportable segments	(93)	(108)	(186)	(189)
	$ (1,140)	$ (1,577)	$ (3,020)	$ (2,947)

Unallocated acquisition-related expenses were comprised as follows (in millions):

	Three Months Ended		Six Months Ended	
	March 25, 2018	March 26, 2017	March 25, 2018	March 26, 2017
Cost of revenues	$ 102	$ 106	$ 208	$ 191
Research and development expenses	2	12	3	14
Selling, general and administrative expenses	214	57	290	118

Note 8. Acquisitions

On October 27, 2016, the Company announced a definitive agreement (the Purchase Agreement) under which Qualcomm River Holdings, B.V. (Qualcomm River Holdings), an indirect, wholly owned subsidiary of QUALCOMM Incorporated, will acquire NXP Semiconductors N.V. (NXP). NXP is a leader in high-performance, mixed-signal semiconductor electronics in automotive, broad-based microcontrollers, secure identification, network processing and RF power products. Pursuant to the Purchase Agreement, Qualcomm River Holdings has commenced a tender offer to acquire all of the issued and outstanding common shares of NXP. On February 20, 2018, Qualcomm River Holdings and NXP entered into Amendment No. 1 to the Purchase Agreement, which (i) increased the price payable in the tender offer from $110.00 per share in cash to $127.50 per share in cash, representing estimated total cash consideration to be paid to NXP's shareholders of $44 billion, and (ii) reduced the Minimum Condition (as defined in the Purchase Agreement) from 80% of the issued and outstanding common shares of NXP to 70% of the issued and outstanding common shares of NXP. On April 19, 2018, Qualcomm River Holdings and NXP entered into Amendment No. 2 to the Purchase Agreement (Amendment No. 2), which, among other things, extended the End Date (as defined in the Purchase Agreement) from April 25, 2018 to July 25, 2018.

The transaction is subject to receipt of regulatory clearance from the Ministry of Commerce in the People's Republic of China (MOFCOM) and other closing conditions, including the tender of at least 70% of the issued and outstanding common shares of NXP in the tender offer. At an Extraordinary General Meeting of NXP's shareholders held on January 27, 2017, NXP's shareholders approved certain matters relating to the transaction, including the appointment of designees of Qualcomm River Holdings to NXP's board of directors (effective upon the closing of the transaction) and certain transactions that are intended to be consummated after the completion of the tender offer.

In May 2017, the Company issued an aggregate principal amount of $11.0 billion of unsecured floating- and fixed-rate notes with varying maturities, of which a portion will be used to fund the purchase price and other related transactions. In addition, the Company has secured $4.0 billion and $3.0 billion in committed financing through the 2016 Term Loan Facility and the 2018 Term Loan Facility, respectively, which are expected to be drawn on at the close of the NXP transaction. The Company has also secured $3.0 billion in committed financing through the 2018 Revolving Credit Facility, which is available, in part, to finance the transaction (Note 5). The remaining amount will be funded with cash held by foreign entities.

Qualcomm River Holdings and NXP may terminate the Purchase Agreement under certain circumstances. If the Purchase Agreement is terminated in certain circumstances, including termination by NXP to enter into a superior proposal for an alternative acquisition transaction or a termination following a change of recommendation by NXP's board of directors, NXP will be required to pay Qualcomm River Holdings a termination fee of $1.25 billion. If the Purchase Agreement is terminated under certain circumstances involving the failure to obtain the required regulatory approvals or the failure of NXP to complete certain pre-closing reorganization steps in all material respects, Qualcomm River Holdings will be required to pay NXP a termination fee of $2.0 billion. Under Amendment No. 2, in addition to its existing rights, NXP will be entitled to receive the termination fee (i) if the Purchase Agreement is terminated in accordance with its terms for any reason (subject to certain exceptions) and, at the time of any such termination, approval by MOFCOM, or in any jurisdiction where the parties' previously obtained clearance will expire or where the applicable antitrust authority has required or requested a resubmission for clearance, has not been received, or (ii) at any time after July 25, 2018 if, at such time, approval by MOFCOM, or in any jurisdiction where the parties' previously obtained clearance will expire or where the applicable antitrust authority has required or requested a resubmission for clearance, has not been received.

In November 2016, as required by the Purchase Agreement, Qualcomm River Holdings entered into four letters of credit for an aggregate amount of $2.0 billion related to the potential termination fee payable to NXP. Pursuant to the terms of each letter of credit, NXP will have the right to draw amounts to fund certain termination compensation owed by Qualcomm River Holdings to NXP if the Purchase Agreement is terminated under certain circumstances, as described above. The letters of credit expire on June 30, 2018 or if drawn on by NXP or surrendered by Qualcomm River Holdings, provided that under

Amendment No. 2, Qualcomm River Holdings is required to cause the letters of credit to be amended to, among other things, extend the expiration date. Each letter of credit is required to be fully cash collateralized in an amount equal to 100% of its face value through deposits with the issuers of the letters of credit. Qualcomm River Holdings is restricted from using the funds deposited as collateral while the letters of credit are outstanding. At March 25, 2018, the letters of credit were fully collateralized through bank time and demand deposits, which were included in other noncurrent assets.

Note 9. Cost Plan

On January 16, 2018, the Company announced a Cost Plan designed to align the Company's cost structure to its long-term margin targets. As part of this plan, the Company has initiated a series of targeted actions across the Company's businesses to reduce annual costs by $1 billion, excluding incremental costs resulting from any future acquisition of a business. The Company expects these cost reductions to be fully captured in fiscal 2019.

In connection with this plan, the Company expects to incur total restructuring and restructuring-related charges of approximately $400 million to $525 million, which primarily consist of severance costs, and the majority of which are expected to be settled in cash. During the three months ended March 25, 2018, the Company recorded restructuring and restructuring-related charges of $310 million in other expenses (Note 2), which consisted of restructuring charges of $277 million, primarily related to severance costs, and restructuring-related charges of $33 million related to certain asset impairments. A negligible amount of cash payments was made related to this plan in the three months ended March 25, 2018.

Note 10. Fair Value Measurements

The following table presents the Company's fair value hierarchy for assets and liabilities measured at fair value on a recurring basis at March 25, 2018 (in millions):

	Level 1	Level 2	Level 3	Total
Assets				
Cash equivalents	$ 26,328	$ 10,573	$ —	$ 36,901
Marketable securities:				
U.S. Treasury securities and government-related securities	10	2	—	12
Corporate bonds and notes	—	1,498	—	1,498
Mortgage- and asset-backed and auction rate securities	—	73	35	108
Equity and preferred securities and equity funds	40	—	—	40
Total marketable securities	50	1,573	35	1,658
Derivative instruments	—	7	—	7
Other investments	408	—	13	421
Total assets measured at fair value	$ 26,786	$ 12,153	$ 48	$ 38,987
Liabilities				
Derivative instruments	$ —	$ 65	$ —	$ 65
Other liabilities	408	—	194	602
Total liabilities measured at fair value	$ 408	$ 65	$ 194	$ 667

Activity between Levels of the Fair Value Hierarchy. There were no transfers between Level 1 and Level 2 in the six months ended March 25, 2018 and March 26, 2017. There were no transfers of marketable securities into or out of Level 3 during the six months ended March 25, 2018 and March 26, 2017. Other investments and other liabilities included in Level 3 at March 25, 2018 were comprised of convertible debt instruments issued by private companies and contingent consideration related to business combinations, respectively. There were no transfers of convertible debt instruments or contingent consideration amounts into or out of Level 3 during the six months ended March 25, 2018 and March 26, 2017.

Note 11. Marketable Securities

Marketable securities were comprised as follows (in millions):

	Current		Noncurrent	
	March 25, 2018	September 24, 2017	March 25, 2018	September 24, 2017
Available-for-sale:				
U.S. Treasury securities and government-related securities	$ 12	$ 23	$ —	$ 959
Corporate bonds and notes	1,498	2,014	—	271
Mortgage- and asset-backed and auction rate securities	73	93	35	40
Equity and preferred securities and equity funds	40	36	—	—
Debt funds	—	109	—	—
Total available-for-sale	1,623	2,275	35	1,270
Time deposits	2	4	—	—
Total marketable securities	$ 1,625	$ 2,279	$ 35	$ 1,270

The contractual maturities of available-for-sale debt securities were as follows (in millions):

	March 25, 2018
Years to Maturity	
Less than one year	$ 610
One to five years	900
Five to ten years	—
Greater than ten years	—
No single maturity date	108
Total	$ 1,618

Debt securities with no single maturity date included mortgage- and asset-backed securities and auction rate securities.

The Company recorded realized gains and losses on sales of available-for-sale securities as follows (in millions):

	For the three months ended		For the six months ended	
	March 25, 2018	March 26, 2017	March 25, 2018	March 26, 2017
Gross realized gains	$ 11	$ 57	$ 13	$ 303
Gross realized losses	—	—	—	(107)
Net realized gains	$ 11	$ 57	$ 13	$ 196

Available-for-sale securities were comprised as follows (in millions):

	March 25, 2018	September 24, 2017
Equity securities		
Cost	$ 8	$ 8
Unrealized gains	32	28
Fair value	40	36
Debt securities (including debt funds)		
Cost	1,621	3,497
Unrealized gains	3	13
Unrealized losses	(6)	(1)
Fair value	1,618	3,509
	$ 1,658	$ 3,545

In connection with the proposed NXP transaction (Note 8), the Company divested a substantial portion of its marketable securities portfolio in order to finance, in part, that transaction. Marketable securities that are expected to be used to finance the NXP transaction were fully liquidated and classified as cash and cash equivalents at March 25, 2018. Given the Company's intention to sell certain marketable securities, the Company recorded other-than-temporary impairment losses in fiscal 2017 for certain marketable securities and no additional losses were recorded in the six months ended March 25, 2018 (Note 2). For the available-for-sale securities that are not expected to be sold to finance the NXP transaction, the Company concluded that the unrealized losses were temporary at March 25, 2018. Further, for debt securities with unrealized losses, the Company did not have the intent to sell, nor was it more likely than not that the Company would be required to sell, such securities before recovery or maturity.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This information should be read in conjunction with the condensed consolidated financial statements and the notes thereto included in "Part I, Item 1" of this Quarterly Report and with "Management's Discussion and Analysis of Financial Condition and Results of Operations" for the year ended September 24, 2017 contained in our 2017 Annual Report on Form 10-K.

This Quarterly Report (including, but not limited to, this section regarding Management's Discussion and Analysis of Financial Condition and Results of Operations) contains forward-looking statements regarding our business, investments, financial condition, results of operations and prospects. Additionally, statements concerning future matters, such as the development of new products, enhancements of technologies, industry and market trends, sales levels, expense levels and other statements regarding matters that are not historical, are forward-looking statements. Words such as "expects," "anticipates," "intends," "plans," "believes," "seeks," "estimates" and similar expressions or variations of such words are intended to identify forward-looking statements, but are not the exclusive means of identifying forward-looking statements in this Quarterly Report.

Although forward-looking statements in this Quarterly Report reflect our good faith judgment, such statements can only be based on facts and factors currently known by us. Consequently, forward-looking statements are inherently subject to risks and uncertainties and actual results and outcomes may differ materially from the results and outcomes discussed in or anticipated by the forward-looking statements. Factors that could cause or contribute to such differences in results and outcomes include without limitation those discussed under the heading "Risk Factors" below, as well as those discussed elsewhere in this Quarterly Report. Readers are urged not to place undue reliance on these forward-looking statements, which speak only as of the date of this Quarterly Report. We undertake no obligation to revise or update any forward-looking statements in order to reflect any event or circumstance that may arise after the date of this Quarterly Report. Readers are urged to carefully review and consider the various disclosures made in this Quarterly Report, which attempt to advise interested parties of the risks and factors that may affect our business, financial condition, results of operations and prospects.

Second Quarter of Fiscal 2018 Overview

Revenues for the second quarter of fiscal 2018 were $5.3 billion, an increase of 5% compared to the year ago quarter, with net income attributable to Qualcomm of $363 million, a decrease of 52% compared to the year ago quarter. Highlights and other events from the second quarter of fiscal 2018 included:

- The transition of wireless networks and devices to 3G/4G (CDMA single-mode, OFDMA single-mode and CDMA/OFDMA multi-mode) continued around the world. 3G/4G connections grew sequentially by approximately 3% to approximately 5.0 billion, which was approximately 64% of total mobile connections at the end of the second quarter of fiscal 2018.[1]
- We continue to invest significant resources toward advancements primarily in support of 4G- and 5G-based technologies as well as other technologies to extend the demand for our products and generate new or expanded licensing opportunities, including within adjacent industry segments outside traditional cellular industries, such as automotive, the Internet of Things (IoT) and networking.
- QCT results were positively impacted by results from our RF360 Holdings joint venture, which was formed in the second quarter of fiscal 2017.
- QTL results were negatively impacted by our continued dispute with Apple and its contract manufacturers (who are Qualcomm licensees), as well as the previously disclosed dispute with another licensee. We did not record any revenues in the second quarter of fiscal 2018 for royalties due on sales of Apple's or the other licensee's products.
- On November 6, 2017, Broadcom Limited (Broadcom) announced an unsolicited proposal to acquire all of the outstanding shares of our common stock (collectively with Broadcom's subsequent proposal, the Proposed Transaction). On December 4, 2017, Broadcom delivered a Notice of Stockholder Proposal and Nomination of Candidates for Election to the Board of Qualcomm informing the Company, among other things, of Broadcom's intent to nominate 11 directors (later reduced to 6) to Qualcomm's Board, in opposition to the Board's slate of director nominees. On January 5, 2018, Broadcom filed its definitive proxy statement. On March 4, 2018, the Committee on Foreign Investment in the United States (CFIUS) issued an Interim Order Regarding the Proposed Acquisition of Qualcomm, Inc. by Broadcom Limited stating that there were national security risks to the United States that arose as a result of, and in connection with, the Proposed Transaction, and prohibiting Qualcomm from accepting or taking any action in furtherance of accepting the Proposed Transaction or any other proposed merger, acquisition or takeover agreement with Broadcom. On March 12, 2018, the President of the United States of

America issued an Order Regarding the Proposed Takeover of Qualcomm Incorporated by Broadcom Limited (the Presidential Order) that prohibited the Proposed Transaction and any substantially equivalent merger, acquisition or takeover, disqualified all of Broadcom's nominees from standing for election as directors to the Board of Qualcomm, and ordered Qualcomm and Broadcom to immediately and permanently abandon the Proposed Transaction. On March 14, 2018, in order to comply with the Presidential Order, Broadcom withdrew the Proposed Transaction and its slate of director nominees. Responding to the Proposed Transaction required us to devote significant resources and Board and management time and attention and incur expenses and costs in the second quarter of fiscal 2018.

- On January 16, 2018, we announced a Cost Plan designed to align our cost structure to our long-term margin targets. As part of this plan, we have initiated a series of targeted actions across our businesses to reduce annual costs by $1 billion, excluding incremental costs resulting from any future acquisition of a business. We expect these cost reductions to be fully captured in fiscal 2019. In the second quarter of fiscal 2018, we recorded restructuring and restructuring-related charges of $310 million related to the plan.

(1) According to GSMA Intelligence estimates as of April 23, 2018 (estimates excluded Wireless Local Loop).

Our Business and Operating Segments

We develop and commercialize foundational technologies and products used in mobile devices and other wireless products, including network equipment, broadband gateway equipment and consumer electronics devices. We derive revenues principally from sales of integrated circuit products and licensing our intellectual property, including patents, software and other rights.

We are organized on the basis of products and services and have three reportable segments. We conduct business primarily through our QCT (Qualcomm CDMA Technologies) semiconductor business and our QTL (Qualcomm Technology Licensing) licensing business. QCT develops and supplies integrated circuits and system software based on CDMA, OFDMA and other technologies for use in mobile devices, wireless networks, devices used in IoT, broadband gateway equipment, consumer electronic devices and automotive telematics and infotainment systems. QTL grants licenses to use portions of its intellectual property portfolio, which includes certain patent rights essential to and/or useful in the manufacture and sale of certain wireless products. Our QSI (Qualcomm Strategic Initiatives) reportable segment makes strategic investments. We also have nonreportable segments, including our mobile health, data center, small cell and other wireless technology and service initiatives.

Our reportable segments are operated by QUALCOMM Incorporated and its direct and indirect subsidiaries. Substantially all of our products and services businesses, including QCT, and substantially all of our engineering, research and development functions, are operated by Qualcomm Technologies, Inc. (QTI), a wholly-owned subsidiary of QUALCOMM Incorporated, and QTI's subsidiaries. QTL is operated by QUALCOMM Incorporated, which owns the vast majority of our patent portfolio. Neither QTI nor any of its subsidiaries has any right, power or authority to grant any licenses or other rights under or to any patents owned by QUALCOMM Incorporated.

Seasonality. Many of our products and/or intellectual property are incorporated into consumer wireless devices, which are subject to seasonality and other fluctuations in demand. As a result, QCT has tended historically to have stronger sales toward the end of the calendar year as manufacturers prepare for major holiday selling seasons; and because QTL recognizes royalty revenues when royalties are reported by licensees, QTL has tended to record higher royalty revenues in the first calendar quarter when licensees report their sales made in the fourth calendar quarter. We have also experienced fluctuations in revenues due to the timing of conversions and expansions of 3G and 4G networks by wireless operators and the timing of launches of flagship wireless devices that incorporate our products and/or intellectual property. The seasonal trends for QTL may be impacted by disputes and/or resolutions with licensees. These trends may or may not continue in the future.

Results of Operations

Revenues (in millions)

	Three Months Ended			Six Months Ended		
	March 25, 2018	March 26, 2017	Change	March 25, 2018	March 26, 2017	Change
Equipment and services	$ 3,936	$ 3,689	$ 247	$ 8,639	$ 7,828	$ 811
Licensing	1,325	1,327	(2)	2,690	3,187	(497)
	$ 5,261	$ 5,016	$ 245	$ 11,329	$ 11,015	$ 314

The increases in equipment and services revenues in the second quarter and first six months of fiscal 2018 were primarily due to increases in QCT and QSI revenues. The decreases in licensing revenues in the second quarter and first six months of fiscal 2018 were primarily due to decreases in QTL revenues, partially offset by the reduction to licensing revenues of $974 million recorded in the second quarter of fiscal 2017 related to the BlackBerry arbitration decision.

Costs and Expenses (in millions)

	Three Months Ended			Six Months Ended		
	March 25, 2018	March 26, 2017	Change	March 25, 2018	March 26, 2017	Change
Cost of revenues	$ 2,239	$ 2,208	$ 31	$ 4,902	$ 4,651	$ 251
Gross margin	57%	56%		57%	58%	

Excluding the reduction to licensing revenues recorded in the second quarter of fiscal 2017 related to the BlackBerry arbitration decision, the margin percentage decreased in the second quarter and first six months of fiscal 2018 primarily due to decreases in higher margin QTL licensing revenues as a proportion of total revenues, partially offset by increases in QCT margin percentage. Our margin percentage may continue to fluctuate in future periods depending on the mix of segment results as well as products sold, competitive pricing, new product introduction costs and other factors, including disputes and/or resolutions with licensees.

	Three Months Ended			Six Months Ended		
	March 25, 2018	March 26, 2017	Change	March 25, 2018	March 26, 2017	Change
Research and development	$ 1,402	$ 1,386	$ 16	$ 2,822	$ 2,697	$ 125
% of revenues	27%	28%		25%	24%	
Selling, general and administrative	$ 869	$ 615	$ 254	$ 1,641	$ 1,206	$ 435
% of revenues	17%	12%		14%	11%	
Other	$ 310	$ 78	$ 232	$ 1,493	$ 954	$ 539

The dollar increases in research and development expenses in the second quarter and first six months of fiscal 2018 were primarily attributable to increases of $19 million and $160 million, respectively, in costs related to the development of integrated circuit technologies, including 5G technology and radio frequency front-end (RFFE) technologies from our RF360 Holdings joint venture, which was formed in the second quarter of fiscal 2017. The increase in research and development expenses in the first six months of fiscal 2018 was partially offset by a $30 million impairment charge on certain intangible assets recorded in the first quarter of fiscal 2017.

Selling, general and administrative expenses included $145 million and $250 million in the second quarter and first six months of fiscal 2018, respectively, related to litigation costs, an increase of $102 million and $171 million, respectively. The remaining dollar increases in selling, general and administrative expenses in the second quarter and first six months of fiscal 2018 were primarily attributable to increases of $77 million in each period in other professional fees and $63 million and $65 million, respectively, in costs related to other legal matters, all of which were primarily driven by Broadcom's withdrawn takeover proposal, and $14 million and $38 million, respectively, in employee-related expenses, which included our RF360 Holdings joint venture. The dollar increase in selling, general and administrative expenses in the first six months of fiscal 2018 was also attributable to increases of $45 million in bad debt expenses and $35 million in marketing expenses.

Other expenses in the second quarter and first six months of fiscal 2018 included $310 million in restructuring and restructuring-related charges related to our Cost Plan. Other expenses in the first six months of fiscal 2018 also included a $1.2 billion charge related to the European Commission (EC) fine. Other expenses in the second quarter of fiscal 2017 consisted of $53 million in foreign currency losses related to the Korea Fair Trade Commission (KFTC) fine, which was accrued in the first quarter of fiscal 2017, and $25 million in restructuring and restructuring-related charges related to our Strategic Realignment Plan. Other expenses in the first six months of fiscal 2017 consisted of a $921 million charge related to the KFTC fine, including related foreign currency losses, and $33 million in restructuring and restructuring-related charges related to our Strategic Realignment Plan.

Interest Expense and Investment and Other Income, Net (in millions)

	Three Months Ended			Six Months Ended		
	March 25, 2018	March 26, 2017	Change	March 25, 2018	March 26, 2017	Change
Interest expense	$ 179	$ 107	$ 72	$ 350	$ 197	$ 153
Investment and other income, net						
Interest and dividend income	$ 154	$ 153	$ 1	$ 280	$ 320	$ (40)
Net realized gains on marketable securities	3	67	(64)	13	206	(193)
Net realized gains on other investments	47	21	26	60	30	30
Impairment losses on marketable securities and other investments	(11)	(5)	(6)	(20)	(148)	128
Equity in net losses of investees	(17)	(14)	(3)	(38)	(11)	(27)
Net losses on foreign currency transactions	(90)	—	(90)	(93)	—	(93)
Net gains on derivative instruments	10	13	(3)	9	20	(11)
	$ 96	$ 235	$ (139)	$ 211	$ 417	$ (206)

The increases in interest expense in the second quarter and first six months of fiscal 2018 were primarily attributable to the issuance of an aggregate principal amount of $11.0 billion of unsecured floating- and fixed-rate notes in May 2017. In the first quarter of fiscal 2017, we began divesting a substantial portion of our marketable securities portfolio in order to finance, in part, the proposed acquisition of NXP. As a result, we recorded net realized gains and impairment losses on such marketable securities that we sold and expected to sell before their anticipated recovery, respectively, in fiscal 2017. The net losses on foreign currency transactions in the second quarter and first six months of fiscal 2018 were primarily attributable to currency exchange rate movements on amounts accrued for the EC and Taiwan Fair Trade Commission (TFTC) fines.

Income Tax Expense (in millions)

	Three Months Ended			Six Months Ended		
	March 25, 2018	March 26, 2017	Change	March 25, 2018	March 26, 2017	Change
Income tax (benefit) expense	$ (5)	$ 108	$ (113)	$ 5,922	$ 296	$ 5,626
Effective tax rate	(1%)	13%	(14%)	N/M	17%	N/M

N/M - Not meaningful

The following table summarizes the primary factors that caused our effective tax rates for the second quarter of fiscal 2018 and 2017 to be less than the United States federal statutory rate:

	Three Months Ended	
	March 25, 2018	March 26, 2017
Expected income tax provision at federal statutory tax rate	25%	35%
Benefits from foreign income taxed at other than U.S. rates	(30%)	(25%)
Benefits related to the research and development tax credit	(8%)	(2%)
Toll Charge measurement period adjustments	2%	—
Remeasurement of deferred tax assets due to changes in statutory tax rate	(4%)	—
Foreign withholding taxes	2%	—
Nondeductible charges related to the KFTC, TFTC and EC investigations	5%	3%
Other	7%	2%
Effective Tax Rate	(1%)	13%

The Tax Cuts and Jobs Act (the Tax Legislation) in the United States (U.S.) enacted on December 22, 2017 significantly revises the U.S. corporate income tax by, among other things, lowering the corporate income tax rate to 21% effective

January 1, 2018, implementing a modified territorial tax system and imposing a one-time repatriation tax on deemed repatriated earnings and profits of U.S.-owned foreign subsidiaries (the Toll Charge). As a fiscal-year taxpayer, certain provisions of the Tax Legislation impacted us in fiscal 2018, including the change in the corporate income tax rate and the Toll Charge, while other provisions will be effective starting at the beginning of fiscal 2019, including the implementation of a modified territorial tax system. Accordingly, our federal statutory income tax rate for fiscal 2018 reflects a blended rate of approximately 25%.

We have preliminarily accounted for the effects of the Tax Legislation, which resulted in a charge of $5.87 billion to income tax expense recorded discretely in the first quarter of fiscal 2018, comprised of $5.3 billion related to the estimated Toll Charge and $562 million resulting from the estimated impact of remeasurement of U.S. deferred tax assets and liabilities that existed at the end of fiscal 2017 at a lower enacted corporate income tax rate. We recorded a $15 million net tax benefit discretely in the second quarter of fiscal 2018 related to refining estimates associated with the estimated Toll Charge and the estimated impact of remeasurement of U.S. deferred tax assets and liabilities.

Our annual effective tax rate is estimated to be approximately 38% for fiscal 2018 as compared to the 18% effective income tax rate for fiscal 2017, primarily as a result of the estimated charge of $5.95 billion recorded to income tax expense in the first six months of fiscal 2018 related to the combined effect of the Toll Charge, the remeasurement of deferred tax assets and liabilities and our decision to no longer indefinitely reinvest certain foreign earnings. Our estimated annual effective tax rate for fiscal 2018 was also impacted by the EC fine recorded in the first quarter of fiscal 2018, which is not deductible for tax purposes and is attributable to a foreign jurisdiction. Tax benefits from foreign income taxed at rates lower than rates in the U.S. are expected to be approximately 31% in fiscal 2018, compared to 32% in fiscal 2017, primarily due to the lower U.S federal statutory income tax rate enacted by the Tax Legislation, partially offset by lower estimated U.S. revenues primarily related to decreased royalty revenues from Apple's contract manufacturers and the other licensee in dispute. The estimated annual effective tax rate for fiscal 2018 also reflects a blended U.S federal statutory income tax rate of 25% as a result of the Tax Legislation and the increase in our Singapore tax rate due to the expiration of certain tax incentives in March 2017. The annual effective tax rate of 18% for fiscal 2017 reflected the KFTC and TFTC fines (see "Notes to Condensed Consolidated Financial Statements, Note 6. Commitments and Contingencies" in this Quarterly Report), which were not deductible for tax purposes and were each attributable to both the U.S. and foreign jurisdictions.

The effective tax rate for the second quarter of fiscal 2018 was lower than the estimated annual effective tax rate primarily resulting from the estimated charge of $5.96 billion recorded discretely to income tax expense in the first quarter of fiscal 2018 related to the effects of certain components of the Tax Legislation and the EC fine recorded in the first quarter of fiscal 2018, as well as the $15 million net tax benefit recorded discretely in the second quarter of fiscal 2018 related to refining estimates associated with the Tax Legislation.

The effective tax rates of 13% and 17% for the second quarter and first six months of fiscal 2017, respectively, reflected tax benefits from foreign income taxed at rates lower than rates in the U.S. of 25% and 20%, respectively, primarily resulting from the reduction to our United States revenues related to the BlackBerry arbitration decision, as well as the KFTC fine recorded in the first six months of fiscal 2017.

Unrecognized tax benefits were $347 million and $372 million at March 25, 2018 and September 24, 2017, respectively. We believe that it is reasonably possible that the total amounts of unrecognized tax benefits at March 25, 2018 may increase or decrease in the next 12 months.

We are subject to income taxes in the U.S. and numerous foreign jurisdictions, and are currently under examination by various tax authorities worldwide, most notably in countries where we earn a routine return and tax authorities believe substantial value-add activities are performed. These examinations are at various stages with respect to assessments, claims, deficiencies and refunds, many of which are open for periods after fiscal 2000. We continually assess the likelihood and amount of potential adjustments and adjusts the income tax provision, income taxes payable and deferred taxes in the period in which the facts give rise to a revision become known. As of March 25, 2018, we believe that adequate amounts have been reserved for based on facts known. However, the final determination of tax audits and any related legal proceedings could materially differ from amounts reflected in our income tax provision and the related accruals.

Segment Results

The following should be read in conjunction with the financial results for the second quarter and first six months of fiscal 2018 for each reportable segment included in this Quarterly Report in "Notes to Condensed Consolidated Financial Statements, Note 7. Segment Information."

(in millions)	Three Months Ended			Six Months Ended		
	March 25, 2018	March 26, 2017	Change	March 25, 2018	March 26, 2017	Change
Revenues						
QCT	$ 3,897	$ 3,676	$ 221	$ 8,548	$ 7,777	$ 771
QTL	1,260	2,249	(989)	2,559	4,060	(1,501)
QSI	30	—	30	60	14	46
EBT (1)						
QCT	$ 608	$ 475	$ 133	$ 1,563	$ 1,199	$ 364
QTL	850	1,959	(1,109)	1,738	3,492	(1,754)
QSI	40	—	40	51	(17)	68
EBT as a % of revenues						
QCT	16%	13%	3 %	18%	15%	3 %
QTL	67%	87%	(20%)	68%	86%	(18%)

(1) Earnings (loss) before taxes.

QCT Segment. The increases in QCT revenues in the second quarter and first six months of fiscal 2018 were primarily due to increases in equipment and services revenues. Equipment and services revenues, mostly related to sales of Mobile Station Modem (MSM) and accompanying Radio Frequency (RF), Power Management (PM) and wireless connectivity integrated circuits, were $3.85 billion and $3.63 billion in the second quarter of fiscal 2018 and 2017, respectively, and $8.45 billion and $7.70 billion in the first six months of fiscal 2018 and 2017, respectively. Approximately 187 million and 179 million MSM integrated circuits were sold in the second quarter of fiscal 2018 and 2017, respectively, and approximately 424 million and 397 million MSM integrated circuits were sold in the first six months of fiscal 2018 and 2017, respectively.

The increases in equipment and services revenues in the second quarter and first six months of fiscal 2018 were primarily due to increases in RFFE product revenues of $314 million and $748 million, respectively, primarily driven by revenues from our RF360 Holdings joint venture, which was formed in the second quarter of fiscal 2017, and increases of $99 million and $374 million, respectively, related to higher MSM and accompanying PM unit shipments. The increases in equipment and services revenues in the second quarter and first six months of fiscal 2018 were partially offset by decreases of $51 million and $179 million, respectively, resulting from the net impact of lower average selling prices and favorable product mix, and decreases in connectivity product revenues of $97 million and $100 million, respectively.

QCT EBT as a percentage of revenues in the second quarter and first six months of fiscal 2018 increased primarily due to increases in gross margin percentage and the favorable impact of higher revenues relative to operating expenses. The increases in QCT gross margin percentage were primarily due to lower average unit costs and favorable product mix, partially offset by lower average selling prices.

QCT accounts receivable decreased by 14% in the first six months of fiscal 2018 from $1.81 billion to $1.56 billion, primarily due to a 16% decline in revenues in the second quarter of fiscal 2018 compared to the fourth quarter of fiscal 2017, partially offset by the timing of integrated circuit shipments. QCT inventories decreased by 12% in the first six months of fiscal 2018 from $2.02 billion to $1.77 billion primarily due to a decrease in the overall quantity of units on hand.

QTL Segment. QTL results in the second quarter and first six months of fiscal 2018 were negatively impacted by our continued dispute with Apple and its contract manufacturers (who are Qualcomm licensees), as well as the previously disclosed dispute with another licensee. We did not record any revenues in the first six months of fiscal 2018 for royalties due on sales of Apple's or the other licensee's products. Royalty revenues related to the products of Apple's contract manufacturers and the other licensee in dispute were approximately $970 million and $1.7 billion in the second quarter and first six months of fiscal 2017, respectively. The decreases in QTL revenues in the second quarter and first six months of fiscal 2018 were also attributable to lower royalty revenues recognized related to devices sold in prior periods. Excluding the impact of these items, QTL revenues in the second quarter and first six months of fiscal 2018 increased primarily due to increases in revenues per reported unit. QTL revenues for the first six months of fiscal 2018 were also positively impacted by an increase in reported sales of CDMA-based products (including multi-mode products that also implement OFDMA).

QTL EBT as a percentage of revenues in the second quarter and first six months of fiscal 2018 decreased primarily due decreases in QTL revenues and increases in selling, general and administrative expenses resulting from higher litigation costs. QTL revenues and EBT also continued to be impacted negatively by units that we believe are not being reported by

certain other licensees and sales of certain unlicensed products. While we have reached agreements with many licensees, negotiations with certain other licensees and unlicensed companies are ongoing, particularly in emerging regions, including China, and additional litigation may become necessary if negotiations fail to resolve the relevant issues.

QSI Segment. The increases in QSI EBT in the second quarter and first six months of fiscal 2018 were primarily due to the impact of $26 million and $36 million, respectively, resulting from the net impact of higher revenues and higher costs associated with certain development contracts with one of our equity method investees and increases of $25 million and $37 million, respectively, in net realized gains on investments. The increase in QSI EBT in the second quarter of fiscal 2018 was partially offset by an increase of $10 million in impairment losses on investments.

Looking Forward

In the coming years, we expect continued growth in consumer demand for 3G, 3G/4G multi-mode and 4G products and services, and new consumer demand for 5G products and services, around the world, driven primarily by smartphones. We also expect growth in new device categories and industries, driven by the expanding adoption of certain technologies that are already commonly used in smartphones by industry segments outside traditional cellular industries, such as automotive, IoT and networking.

As we look forward to the next several months and beyond, we expect our business to be impacted by the following key items:

- On October 27, 2016, we announced a definitive agreement (the Purchase Agreement) under which Qualcomm River Holdings, B.V. (Qualcomm River Holdings), an indirect, wholly owned subsidiary of QUALCOMM Incorporated, will acquire NXP Semiconductors N.V. (NXP). NXP is a leader in high-performance, mixed-signal semiconductor electronics in automotive, broad-based microcontrollers, secure identification, network processing and RF power products. Pursuant to the Purchase Agreement, Qualcomm River Holdings has commenced a tender offer to acquire all of the issued and outstanding common shares of NXP. On February 20, 2018, Qualcomm River Holdings and NXP entered into Amendment No. 1 to the Purchase Agreement, which (i) increased the price payable in the tender offer from $110.00 per share in cash to $127.50 per share in cash, representing estimated total cash consideration to be paid to NXP's shareholders of $44 billion, and (ii) reduced the Minimum Condition (as defined in the Purchase Agreement) from 80% of the issued and outstanding common shares of NXP to 70% of the issued and outstanding common shares of NXP. On April 19, 2018, Qualcomm River Holdings and NXP entered into Amendment No. 2 to the Purchase Agreement, which, among other things, extended the End Date (as defined in the Purchase Agreement) from April 25, 2018 to July 25, 2018. The transaction is subject to receipt of regulatory clearance from the Ministry of Commerce in the People's Republic of China (MOFCOM), which we believe is being impacted by the current state of U.S./China trade relations, and other closing conditions. We intend to fund the transaction with cash generated from our May 2017 debt offering as well as cash and cash equivalents held by our foreign entities and use of our term loans, which we expect to draw on at close. We expect that this acquisition will continue to require us to devote significant resources and management time and attention and utilize a substantial portion of our cash and cash equivalents.
- On January 16, 2018, we announced a cost plan designed to align our cost structure to our long-term margin targets. As part of this plan, we have initiated a series of targeted actions across our businesses to reduce annual costs by $1 billion, excluding incremental costs resulting from any future acquisition of a business. We expect these cost reductions to be fully captured in fiscal 2019. In connection with this plan, we expect to incur approximately $400 million to $525 million in restructuring and restructuring-related charges, of which $310 million was incurred in the second quarter of fiscal 2018.
- Regulatory authorities in certain jurisdictions continue to investigate our business practices, and other regulatory authorities may do so in the future. Unfavorable resolutions of one or more of these matters have had and could in the future have a material adverse effect on our business with remedies that include, among others, injunctions, monetary damages or fines or other orders to pay money, and the issuance of orders to cease certain conduct and/or modify our business practices. Additionally, certain of our direct and indirect customers and licensees, including Apple, have pursued, and others may in the future pursue, litigation or arbitration against us related to our business. Unfavorable resolutions of one or more of these matters have in the past had a material adverse effect on our business, and could in the future have a material adverse effect on our business including, among others, monetary damages, the loss of our ability to enforce one or more of our patents, and/or portions of our license agreements could be determined to be invalid or unenforceable. These activities have required, and we expect that they will continue to require, the investment of significant management time and attention and have resulted, and we expect

that they will continue to result, in increased legal costs. See “Notes to Condensed Consolidated Financial Statements, Note 6. Commitments and Contingencies” and “Risk Factors” included in this Quarterly Report.

- We are currently in dispute with Apple surrounding what we believe is an attempt by Apple to reduce the amount of royalties that its contract manufacturers (who are Qualcomm licensees) are required to pay to us for use of our intellectual property. In the first six months of fiscal 2018, such contract manufacturers did not fully report, and did not pay, royalties due on sales of Apple products. We have taken action against Apple’s contract manufacturers to compel such licensees to pay the required royalties, and against Apple, as described more fully elsewhere in this Quarterly Report in “Notes to Condensed Consolidated Financial Statements, Note 6. Commitments and Contingencies.” Additionally, the other licensee in dispute did not report or pay royalties due in the first six months of fiscal 2018. We did not record any revenues in the first six months of fiscal 2018 for royalties due on sales of Apple’s or the other licensee’s products, and as a result, QTL revenues and EBT were negatively impacted by these continued disputes. We expect these companies will continue to take such actions in the future, resulting in increased legal costs and negatively impacting our future revenues, as well as our financial condition, results of operations and cash flows until the respective disputes are resolved.
- We continue to believe that certain licensees, particularly in China, are not fully complying with their contractual obligations to report their sales of licensed products to us, and certain companies, including unlicensed companies, particularly in emerging regions, including China, are delaying execution of new license agreements. We have made substantial progress in reaching agreements with many companies, primarily in China. However, negotiations with certain licensees and unlicensed companies are ongoing. We believe that the conclusion of new agreements with these companies will result in improved reporting. Additionally, we believe our increased efforts in the area of compliance will improve reporting but will also result in increased costs to the business. Litigation and/or other actions, such as those recently taken against Apple and its contract manufacturers, may be necessary to compel licensees to report and pay the required royalties for sales they have not previously reported and/or to compel unlicensed companies to execute licenses. Such litigation or other actions would result in increased legal costs.
- To position QTL for stability on a long-term basis, we have announced that our standard essential patent (SEP) only licensing terms through 5G, Release 15 will remain at the same rate, consistent with our licensing program established in China for 3G and 4G devices. We expect that more of our licensees may enter into SEP-only agreements on a worldwide basis as existing agreements come up for renewal and/ or renegotiation. In addition, we are reducing the per unit cap on smartphones, which is the base on which our royalties are calculated. While we expect these developments to enhance stability for the long term, they may impact QTL royalty revenues in the shorter term.
- We expect our business, particularly QCT, to continue to be impacted by industry dynamics, including:
    - Concentration of device share among a few companies within the premium tier, resulting in significant supply chain leverage for those companies;
    - Decisions by companies to utilize their own internally-developed integrated circuit products and/or sell such products to others, including by bundling with other products, increasing competition;
    - Decisions by certain companies to utilize our competitors’ integrated circuit products in all or a portion of their devices. For example, commencing with the iPhone 7 (which was released in September 2016), we are no longer the sole supplier of modems for new iPhone product launches, as Apple utilizes modems from one of our competitors in a portion of such devices. We expect that in the future Apple will utilize our competitors’ modems in a portion of or potentially all iPhones. Accordingly, QCT revenues from modem sales for iPhones declined in fiscal 2017 and may continue to decline in the future, in part depending on the extent of Apple’s utilization of competitors’ modems and the mix of the various versions of its products that are sold. Overall QCT revenues, as well as profitability, may similarly decline unless offset by sales of integrated circuit products to other customers, including those outside of traditional cellular industries, such as the Internet of Things (IoT), automotive and networking. Apple’s sourcing of integrated circuit products does not impact our licensing revenues since our licensing revenues from Apple products are not dependent upon whether such products include our chipsets;
    - Intense competition, particularly in China, as our competitors expand their product offerings and/or reduce the prices of their products as part of a strategy to attract new and/or retain existing customers;

- Lengthening replacement cycles in developed regions, where the smartphone industry is mature, premium-tier smartphones are common and consumer demand is increasingly driven by new product launches and/or innovation cycles;
- Lengthening replacement cycles in emerging regions as smartphone penetration increases; and
- Increasing consumer demand for 3G/4G smartphone products in emerging regions driven by availability of lower-tier 3G/4G devices.

- Current U.S./China trade relations may negatively impact our business, growth prospects and results of operations.
- We expect the ongoing rollout of 4G services in emerging regions will encourage competition and growth, bringing the benefits of 3G/4G LTE multi-mode to consumers.
- We continue to invest significant resources toward advancements in 4G and 5G technologies, OFDM-based WLAN technologies, wireless baseband chips, our converged computing/communications (Snapdragon) chips, radio frequency front-end (RFFE), connectivity, power management, graphics, audio and video codecs, multimedia products and software, which contribute to the expansion of our intellectual property portfolio. We are also investing in targeted opportunities that leverage our existing technical and business expertise to deploy new business models and enter and/or expand into new industry segments, such as products for automotive, IoT (including the connected home, smart cities, wearables, voice and music and robotics), data center, networking, computing and machine learning, among others.

In addition to the foregoing business and market-based matters, we continue to devote resources to working with and educating participants in the wireless value chain and governments as to the benefits of our business model and our extensive technology investments in promoting a highly competitive and innovative wireless industry. However, we expect that certain companies may continue to be dissatisfied with the need to pay reasonable royalties for the use of our technology and not welcome the success of our business model in enabling new, highly cost-effective competitors to their products. We expect that such companies, and/or governments or regulators, will continue to challenge our business model in various forums throughout the world.

Further discussion of risks related to our business is presented in the Risk Factors included in this Quarterly Report.

Liquidity and Capital Resources

On February 20, 2018, we announced that Qualcomm River Holdings reached an agreement with NXP to increase to $127.50 per share its previously announced cash tender offer to acquire all of the issued and outstanding common shares of NXP, for estimated total cash consideration to be paid to NXP's shareholders of $44 billion. The transaction is subject to receipt of regulatory approvals from the Ministry of Commerce in the People's Republic of China (MOFCOM) and other closing conditions. In May 2017, we issued an aggregate principal amount of $11.0 billion of unsecured floating- and fixed-rate notes with varying maturities, of which a portion will be used to fund the purchase price and other related transactions. In addition, we have secured $4.0 billion and $3.0 billion through a 2016 Term Loan Facility and a 2018 Term Loan Facility respectively, which are expected to be drawn on at the close of the NXP transaction. We have also secured $3.0 billion in committed financing through a 2018 Revolving Credit Facility, which is available to, in part, finance the transaction. The remaining amount will be funded with cash held by our foreign entities, which will result in the use of a substantial portion of our cash and cash equivalents.

Qualcomm River Holdings and NXP may terminate the Purchase Agreement under certain circumstances. If the Purchase Agreement is terminated in certain circumstances, including termination by NXP to enter into a superior proposal for an alternative acquisition transaction or a termination following a change of recommendation by NXP's board of directors, NXP will be required to pay Qualcomm River Holdings a termination fee of $1.25 billion. If the Purchase Agreement is terminated under certain circumstances involving the failure to obtain the required regulatory approvals or the failure of NXP to complete certain pre-closing reorganization steps in all material respects, Qualcomm River Holdings will be required to pay NXP a termination fee of $2.0 billion. Under Amendment No. 2, in addition to its existing rights, NXP will be entitled to receive the termination fee (i) if the Purchase Agreement is terminated in accordance with its terms for any reason (subject to certain exceptions) and, at the time of any such termination, approval by MOFCOM, or in any jurisdiction where the parties' previously obtained clearance will expire or where the applicable antitrust authority has required or requested a resubmission for clearance, has not been received, or (ii) at any time after July 25, 2018 if, at such time, approval by MOFCOM, or in any jurisdiction where the parties' previously obtained clearance will expire or where the applicable antitrust authority has required or requested a resubmission for clearance, has not been received.

In November 2016, as required by the Purchase Agreement, we entered into four letters of credit for an aggregate amount of $2.0 billion pursuant to which NXP will have the right to draw amounts to fund the potential termination fee payable to NXP. Each letter of credit is required to be fully cash collateralized in an amount equal to 100% of its face value through deposits with the issuers of the letters of credit. We are restricted from using the funds deposited as collateral while the letters of credit are outstanding. At March 25, 2018, the letters of credit were fully collateralized through bank time and demand deposits.

Our principal sources of liquidity are our existing cash, cash equivalents and marketable securities, cash generated from operations, cash provided by our debt programs and proceeds from the issuance of common stock under our stock option and employee stock purchase plans. The following table presents selected financial information related to our liquidity as of March 25, 2018 and September 24, 2017 and for the first six months of fiscal 2018 and 2017 (in millions):

	March 25, 2018	September 24, 2017	$ Change	% Change
Cash, cash equivalents and marketable securities	$ 39,606	$ 38,578	$ 1,028	3%
Accounts receivable, net	3,535	3,632	(97)	(3%)
Inventories	1,797	2,035	(238)	(12%)
Short-term debt	3,733	2,495	1,238	50%
Long-term debt	19,361	19,398	(37)	—%
Noncurrent income taxes payable	3,277	—	3,277	N/M

N/M - Not meaningful

	Six Months Ended			
	March 25, 2018	March 26, 2017	$ Change	% Change
Net cash provided by operating activities	$ 2,278	$ 2,406	$ (128)	(5%)
Net cash provided by investing activities	1,481	760	721	95%
Net cash used by financing activities	(874)	(1,982)	1,108	(56%)

The net increase in cash, cash equivalents and marketable securities was primarily due to net cash provided by operating activities and $1.2 billion of net issuances of our outstanding commercial paper debt, partially offset by $1.7 billion in cash dividends paid, $425 million in payments to repurchase shares of our common stock and $411 million in capital expenditures. Total cash provided by operating activities was impacted by continued actions taken by Apple and its contract manufacturers, as well as the previously disclosed dispute with another licensee, who did not report or pay royalties due in the first six months of fiscal 2018.

Our days sales outstanding, on a consolidated basis, increased to 61 days at March 25, 2018 as compared to 56 days at September 24, 2017 primarily due to the timing of the collection of payments from certain of our licensees. The decrease in inventories was primarily due to a decrease in the overall quantity of units on hand.

Debt. Our 2016 Amended and Restated Revolving Credit Facility provides for unsecured revolving facility loans, swing line loans and letters of credit in the aggregate amount of $5.0 billion, of which $530 million and $4.47 billion will expire in February 2020 and November 2021, respectively. Our 2018 Revolving Credit Facility provides for unsecured delayed-draw revolving facility loans in the aggregate amount of $3.0 billion. Proceeds from the 2018 Revolving Credit Facility, if drawn, will be used to finance, in part, the proposed acquisition of NXP. At March 25, 2018, no amounts were outstanding under the revolving credit facilities.

We have an unsecured commercial paper program, which provides for the issuance of up to $5.0 billion of commercial paper. Net proceeds from this program are used for general corporate purposes. At March 25, 2018, we had $2.2 billion of commercial paper outstanding with weighted-average net interest rates of 1.98% and weighted-average remaining days to maturity of 44 days.

Our 2016 Term Loan Facility provides for senior unsecured delayed-draw term facility loans in an aggregate amount of $4.0 billion, and our 2018 Term Loan Facility provides for senior unsecured delayed-draw term facility loans in an aggregate amount of $3.0 billion. Proceeds from the term loan facilities, if drawn, will be used to finance, in part, the proposed acquisition of NXP. At March 25, 2018, no amounts were outstanding under the term loan facilities.

In May 2017, we issued an aggregate principal amount of $11.0 billion in nine tranches of unsecured floating- and fixed-rate notes, with maturity dates starting in 2019 through 2047. Effective interest rates were between 2.00% and 4.47% at March 25, 2018. Net proceeds from the issuance of the notes of $10.95 billion are intended to be used to fund a portion of the purchase price of our planned acquisition of NXP and other related transactions and also for general corporate purposes. Our 2019 floating-rate notes, 2020 floating-rate notes, 2019 fixed-rate notes and 2020 fixed-rate notes issued in May 2017 for an aggregate principal amount of $4.0 billion are subject to a special mandatory redemption at a price equal to 101% of the aggregate principal amount, plus accrued and unpaid interest to, but excluding, the date of such mandatory redemption. The redemption is required on the first to occur of (i) the termination of the NXP purchase agreement or (ii) if the NXP transaction has not closed, by June 1, 2018.

In May 2015, we issued an aggregate principal amount of $10.0 billion in eight tranches of unsecured floating- and fixed-rate notes, with $1.5 billion maturing in 2018 and the remaining with maturity dates in 2020 through 2045. Effective interest rates were between 2.21% and 4.74% at March 25, 2018. Interest is payable in arrears quarterly for the floating-rate notes and semi-annually for the fixed-rate notes.

We may issue additional debt in the future. The amount and timing of such additional borrowings will be subject to a number of factors, including the cash flow generated by United States-based entities, acquisitions and strategic investments, acceptable interest rates and changes in corporate income tax law, among other factors.

Additional information regarding our outstanding debt at March 25, 2018 is provided in this Quarterly Report in "Notes to Condensed Consolidated Financial Statements, Note 5. Debt."

Income Taxes. The Tax Legislation, which was signed into law during the first quarter of fiscal 2018, resulted in an estimated $5.3 billion charge related to the Toll Charge. We currently estimate that we will pay $3.2 billion for the Toll Charge, after application of certain tax credits (including those that are expected to be generated in fiscal 2018), which is payable in installments over eight years (8% in each of the first five years, 15% in year six, 20% in year seven and 25% in year eight) beginning on January 15, 2019.

Our cash, cash equivalents and marketable securities at March 25, 2018 consisted of $8.0 billion held by our United States-based entities and $31.6 billion held by our foreign entities. The Tax Legislation eliminated certain material tax effects on the repatriation of cash to the United States. As of March 25, 2018, we no longer consider available cash balances that existed at the end of fiscal 2017 related to undistributed pre-fiscal 2018 earnings and profits of certain U.S.-owned foreign subsidiaries to be indefinitely reinvested. We otherwise continue to consider other undistributed earnings of certain U.S.-owned foreign subsidiaries to be indefinitely reinvested based on our current plans for use and/or investment outside of the U.S., and therefore, no liability has been recorded for such taxes. However, as a result of the Tax Legislation, we are reassessing our intentions related to our indefinite reinvestment assertion. Should we decide to no longer indefinitely reinvest such earnings outside the U.S., we would have to adjust the income tax provision in the period such determination is made.

Additional information regarding our income taxes is provided in this Quarterly Report in "Notes to Condensed Consolidated Financial Statements, Note 3. Income Taxes."

Capital Return Program. In the first six months of fiscal 2018, we repurchased and retired 6.8 million shares of our common stock for $425 million, before commissions. At March 25, 2018, $1.2 billion remained authorized for repurchase under our stock repurchase program. As a result of our proposed acquisition of NXP and the pending use of our cash and marketable securities, we currently expect to repurchase shares in the next few years to offset dilution from the issuance of common stock under our employee benefit plans.

In the first six months of fiscal 2018, we paid cash dividends totaling $1.7 billion, or $1.14 per share. On April 17, 2018, we announced a cash dividend of $0.62 per share on our common stock, payable on June 20, 2018 to stockholders of record as of the close of business on May 30, 2018. We intend to continue to use cash dividends as a means of returning capital to stockholders, subject to capital availability and our view that cash dividends are in the best interests of our stockholders.

Additional Capital Requirements. We believe our current cash, cash equivalents and marketable securities, our expected cash flow generated from operations and our expected financing activities will satisfy our working and other capital requirements for at least the next 12 months based on our current business plans. Recent and expected working and other capital requirements, in addition to the above matters, also include the items described below.

- In connection with our Cost Plan announced on January 16, 2018, we expect to incur approximately $400 million to $525 million in restructuring and restructuring-related charges, the majority of which are expected to result in cash payments.

- Our purchase obligations at March 25, 2018, some of which relate to research and development activities and capital expenditures, totaled $3.2 billion and $1.4 billion for fiscal 2018 and 2019, respectively, and $646 million thereafter.
- Our research and development expenditures were $2.8 billion in the first six months of fiscal 2018 and $5.5 billion in fiscal 2017, and we expect to continue to invest heavily in research and development for new technologies, applications and services for voice and data communications.
- Cash outflows for capital expenditures were $411 million in the first six months of fiscal 2018 and $690 million in fiscal 2017. We expect to continue to incur capital expenditures in the future to support our business, including research and development activities. Future capital expenditures may be impacted by transactions that are currently not forecasted.
- The TFTC imposed a fine on us, of which $771 million remained outstanding at March 25, 2018 (based on the exchange rate at March 25, 2018), which will be paid in monthly installments through December 2022.
- The EC imposed a fine on us of approximately 997 million Euros (approximately $1.2 billion based on the exchange rate at March 25, 2018). We intend to provide financial guarantees by April 30, 2018 in lieu of cash payment to satisfy the obligation. Beginning on April 30, 2018, the fine will accrue interest at a rate of 1.50% per annum until it has been paid or annulled.
- We expect to continue making strategic investments and acquisitions, the amounts of which could vary significantly, to open new opportunities for our technologies, obtain development resources, grow our patent portfolio or pursue new businesses.

Contractual Obligations/Off-Balance Sheet Arrangements

We have no significant contractual obligations not fully recorded on our consolidated balance sheets or fully disclosed in the notes to our condensed consolidated financial statements. We have no material off-balance sheet arrangements as defined in Regulation S-K 303(a)(4)(ii).

Additional information regarding our financial commitments at March 25, 2018 is provided in this Quarterly Report in "Notes to Condensed Consolidated Financial Statements, Note 3. Income Taxes," "Note 5. Debt," "Note 6. Commitments and Contingencies" and "Note 8. Acquisitions."

Recent Accounting Pronouncements

Information regarding recent accounting pronouncements and the impact of those pronouncements, if any, on our consolidated financial statements is provided in this Quarterly Report in "Notes to Condensed Consolidated Financial Statements, Note 1. Basis of Presentation."

Risk Factors

You should consider each of the following factors as well as the other information in this Quarterly Report in evaluating our business and our prospects. The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties not presently known to us or that we currently consider immaterial may also negatively impact our business and results of operations, and require significant management time and attention. In that case, the trading price of our common stock could decline. You should also consider the other information set forth in this Quarterly Report and in our Annual Report on Form 10-K for the fiscal year ended September 24, 2017 in evaluating our business and our prospects, including but not limited to our financial statements and the related notes and "Part I, Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations."

Risks Related to Our Businesses

Our proposed acquisition of NXP Semiconductors N.V. involves a number of risks, including, among others, the risk that we fail to complete the acquisition, regulatory risks, risks associated with our use of a significant portion of our cash and our taking on significant indebtedness, other financial risks, integration risks, and risk associated with the reactions of customers, suppliers and employees.

Our and NXP's obligations to consummate the proposed transaction are subject to the satisfaction or waiver of certain conditions, including, among others: (i) the tender of a minimum number of NXP's outstanding common shares in the tender offer commenced by a subsidiary of QUALCOMM Incorporated; (ii) the receipt of regulatory clearance from the Ministry of Commerce of the People's Republic of China (MOFCOM), which we believe is being impacted by the current state of U.S./China trade relations; (iii) the absence of any law or order prohibiting the proposed transaction; (iv) there being no event that would have a material adverse effect on NXP; (v) the accuracy of the representations and warranties of NXP, subject to

certain exceptions, and NXP's material compliance with its covenants, in the Purchase Agreement; and (vi) the completion of certain internal reorganization steps with respect to NXP and the disposition of certain non-core assets of NXP. We cannot provide assurance that the conditions to the completion of the proposed transaction will be satisfied, and if the proposed transaction is not completed, we would not realize any of the expected benefits.

The final regulatory approval required in connection with the proposed transaction may not be obtained or may contain materially burdensome conditions. If any conditions or changes to the structure of the proposed transaction are required to obtain this regulatory approval, they may have the effect of jeopardizing or delaying completion of the proposed transaction or reducing our anticipated benefits. If we agree to any material conditions in order to obtain this approval, our business and results of operations may be adversely affected.

In addition, the use of a significant portion of our cash and the incurrence of substantial indebtedness in connection with the financing of the proposed transaction will reduce our liquidity, and may limit our flexibility in responding to other business opportunities and increase our vulnerability to adverse economic and industry conditions. See the Risk Factor entitled "There are risks associated with our indebtedness."

If the proposed transaction is not completed, our stock price could fall to the extent that our current price reflects an assumption that we will complete it. Furthermore, if the proposed transaction is not completed and the Purchase Agreement is terminated, we would not realize any of the expected benefits of the proposed transaction, and we may suffer other consequences that could adversely affect our business, results of operations and stock price, including, among others:

- we could be required to pay a termination fee to NXP of$2.0 billion;
- we will have incurred and may continue to incur costs relating to the proposed transaction, many of which are payable by us whether or not the proposed transaction is completed;
- matters relating to the proposed transaction (including integration planning) require substantial commitments of time and resources by our management team and numerous others throughout our organization, which could otherwise have been devoted to other opportunities;
- we may be subject to legal proceedings related to the proposed transaction or the failure to complete the proposed transaction;
- the failure to consummate the proposed transaction may result in negative publicity and a negative perception of us in the investment community; and
- any disruptions to our business resulting from the announcement and pendency of the proposed transaction, including any adverse changes in our relationships with our customers, suppliers, partners or employees, may continue or intensify in the event the proposed transaction is not consummated.

The proposed transaction will be our largest acquisition to date, by a significant margin. The benefits we expect to realize from the proposed transaction will depend, in part, on our ability to integrate the businesses successfully and efficiently. See the Risk Factor entitled "We may engage in strategic acquisitions, transactions or make investments that could adversely affect our results of operations or fail to enhance stockholder value."

Furthermore, uncertainties about the proposed transaction may cause our and/or NXP's current and prospective employees to experience uncertainty about their futures. These uncertainties may impair our and/or NXP's ability to retain, recruit or motivate key management, engineering, technical and other personnel. Similarly, our and/or NXP's existing or prospective customers, licensees, suppliers and/or partners may delay, defer or cease purchasing products or services from or providing products or services to us or NXP; delay or defer other decisions concerning us or NXP; or otherwise seek to change the terms on which they do business with us or NXP. Any of the above could harm us and/or NXP, and thus decrease the benefits we expect to receive from the proposed transaction.

The proposed transaction may also result in significant charges or other liabilities that could adversely affect our results of operations, such as cash expenses and non-cash accounting charges incurred in connection with our acquisition and/or integration of the business and operations of NXP. Further, our failure to identify or accurately assess the magnitude of certain liabilities we are assuming in the proposed transaction could result in unexpected litigation or regulatory exposure, unfavorable accounting charges, unexpected increases in taxes due, a loss of anticipated tax benefits or other adverse effects on our business, results of operations, financial condition or cash flows.

Our revenues depend on commercial network deployments, expansions and upgrades of CDMA, OFDMA and other communications technologies; our customers' and licensees' sales of products and services based on these technologies; and customers' demand for our products and services.

We develop, patent and commercialize technology and products based on CDMA, OFDMA and other communications technologies, which are primarily wireless. We depend on operators of wireless networks and our customers and licensees to adopt and/or implement the latest generation of these technologies for use in their networks, devices and services. We also depend on our customers and licensees to develop devices and services based on these technologies with value-added features to drive consumer demand for new 3G, 3G/4G multi-mode and 4G devices, and in the future 5G devices, as well as establishing the selling prices for such devices. Further, we depend on the timing of our customers' and licensees' deployments of new devices and services based on these technologies. Increasingly, we also depend on operators of wireless networks, our customers and licensees and other third parties to incorporate these technologies into new device types and into industries beyond traditional cellular communications, such as automotive, the internet of things (IoT) (including the connected home, smart cities, wearables, voice and music and robotics), data center, networking, computing, and machine learning, among others. We are also impacted by consumers' rates of replacement of smartphones and other computing devices.

Our revenues and/or growth in revenues could be negatively impacted, our business may be harmed and our substantial investments in these technologies may not provide us an adequate return, if:

- wireless operators and industries beyond traditional cellular communications deploy alternative technologies;
- wireless operators delay next-generation network deployments, such as 5G, expansions or upgrades and/or delay moving 2G customers to 3G, 3G/4G multi-mode or 4G wireless devices;
- LTE, an OFDMA-based wireless technology, is not more widely deployed or further commercial deployment is delayed;
- government regulators delay making sufficient spectrum available for 3G, 4G, new spectrum sharing technologies that we are developing in conjunction with 3G and 4G, as well as for 5G, thereby restricting the ability of wireless operators to deploy or expand the use of these technologies;
- wireless operators delay or do not drive improvements in 3G, 4G or 3G/4G multi-mode network performance and/or capacity;
- our customers' and licensees' revenues and sales of products, particularly premium-tier products, and services using these technologies do not grow or do not grow as quickly as anticipated due to, for example, the maturity of smartphone penetration in developed regions;
- our intellectual property and technical leadership included in the 5G standardization effort is different than in 3G and 4G standards;
- the standardization and/or deployment of 5G technology is delayed; and/or
- we are unable to drive the adoption of our products and services into networks and devices, including devices beyond traditional cellular applications, based on CDMA, OFDMA and other communications technologies.

Our industry is subject to competition in an environment of rapid technological change that could result in decreased demand and/or declining average selling prices for our products and/or those of our customers and/or licensees.

Our products, services and technologies face significant competition. We expect competition to increase as our current competitors expand their product offerings or reduce the prices of their products as part of a strategy to attract new business and/or customers, as new opportunities develop and as new competitors enter the industry. Competition in wireless communications is affected by various factors that include, among others: device manufacturer concentrations and vertical integration; growth in demand, consumption and competition in certain geographic regions; government intervention and/or support of national industries and/or competitors; evolving industry standards and business models; evolving methods of transmission of voice and data communications; increasing data traffic and densification of wireless networks; convergence and aggregation of connectivity technologies (including Wi-Fi and LTE) in both devices and access points; consolidation of wireless technologies and infrastructure at the network edge; networking and connectivity trends (including cloud services); use of both licensed and unlicensed spectrum; the evolving nature of computing (including demand for always on, always connected capabilities); the speed of technological change (including the transition to smaller geometry process technologies); value-added features that drive selling prices as well as consumer demand for new 3G, 3G/4G multi-mode and 4G devices; turnkey, integrated products that incorporate hardware, software, user interface, applications and reference

designs; scalability; and the ability of the system technology to meet customers' immediate and future network requirements. We anticipate that additional competitors will introduce products as a result of growth opportunities in wireless communications, the trend toward global expansion by foreign and domestic competitors, technological and public policy changes and relatively low barriers to entry in certain segments of the industry. Additionally, the semiconductor industry has experienced and may continue to experience consolidation, which could result in significant changes to the competitive landscape.

We expect that our future success will depend on, among other factors, our ability to:

- differentiate our integrated circuit products with innovative technologies across multiple products and features (e.g., modem, radio frequency front-end (RFFE), graphics and/or other processors, camera and connectivity) and with smaller geometry process technologies that drive performance;
- develop and offer integrated circuit products at competitive cost and price points to effectively cover both emerging and developed geographic regions and all device tiers;
- continue to drive the adoption of our integrated circuit products into the most popular device models and across a broad spectrum of devices, such as smartphones, tablets, laptops, other computing devices, automobiles, wearables and voice and music and other connected devices and infrastructure products;
- maintain and/or accelerate demand for our integrated circuit products at the premium device tier, while increasing the adoption of our products in mid- and low-tier devices, in part by strengthening our integrated circuit product roadmap for, and developing channel relationships in, emerging regions, such as China and India, and by providing turnkey products, which incorporate our integrated circuits, for low- and mid-tier smartphones, tablets and laptops;
- continue to be a leader in 4G technology evolution, including expansion of our LTE-based single-mode licensing program in areas where single-mode products are commercialized, and continue to innovate and introduce 4G turnkey, integrated products and services that differentiate us from our competition;
- be a leader serving original equipment manufacturers, high level operating systems (HLOS) providers, operators, cloud providers and other industry participants as competitors, new industry entrants and other factors continue to affect the industry landscape;
- be a preferred partner (and sustain preferred relationships) providing integrated circuit products that support multiple operating system and infrastructure platforms to industry participants that effectively commercialize new devices using these platforms;
- increase and/or accelerate demand for our semiconductor component products, including RFFE, and our wired and wireless connectivity products, including networking products for consumers, carriers and enterprise equipment and connected devices;
- identify potential acquisition targets that will grow or sustain our business or address strategic needs, reach agreement on terms acceptable to us, close the transactions and effectively integrate these new businesses and/or technologies;
- create standalone value and/or contribute to the success of our existing businesses through acquisitions, joint ventures and other transactions (and/or by developing customer, licensee and/or vendor relationships) in new industry segments and/or disruptive technologies, products and/or services (such as products for automotive, IoT (including the connected home, smart cities, wearables, voice and music and robotics), data center, networking, computing, and machine learning, among others);
- become a leading supplier of RFFE products, which are designed to address cellular radio frequency band fragmentation while improving radio frequency performance and assist original equipment manufacturers in developing multiband, multi-mode mobile devices;
- be a leader in 5G technology development, standardization, intellectual property creation and licensing, and develop and commercialize 5G integrated circuit products and services; and/or
- continue to develop brand recognition to effectively compete against better known companies in computing and other consumer driven segments and to deepen our presence in significant emerging regions.

Competition in any or all product tiers may result in the loss of certain business or customers, which would negatively impact our revenues, results of operations and cash flows. Such competition may also reduce average selling prices for our chipset products and/or the products of our customers and licensees. Certain of these dynamics are particularly pronounced in

emerging regions where competitors may have lower cost structures and/or may have a willingness and ability to accept lower prices and/or lower or negative margins on their products (particularly in China). Reductions in the average selling prices of our chipset products, without a corresponding increase in volumes, would negatively impact our revenues, and without corresponding decreases in average unit costs, would negatively impact our margins. In addition, reductions in the average selling prices of our licensees' products, unless offset by an increase in volumes, would generally decrease total royalties payable to us, negatively impacting our licensing revenues.

Companies that promote standards that are neither CDMA- nor OFDMA-based (e.g., GSM) as well as companies that design integrated circuits based on CDMA, OFDMA, Wi-Fi or their derivatives are generally competitors or potential competitors. Examples (some of which are strategic partners of ours in other areas) include Advanced Micro Devices, Inc., Broadcom Limited, Cirrus Logic, Cypress Semiconductor Corporation, HiSilicon Technologies, Intel, Marvell Technology, Maxim Integrated Products, MediaTek, Microchip Technology Inc., Murata Manufacturing Co., Ltd., Nordic Semiconductor, Nvidia, Qorvo Inc., Realtek Semiconductor, Renesas Electronics Corporation, Samsung Electronics, Sequans Communications S.A., Skyworks Solutions Inc., Sony Corporation and Spreadtrum Communications (which is controlled by Tsinghua Unigroup). Some of these current and potential competitors may have advantages over us that include, among others: motivation by our customers in certain circumstances to utilize their own internally-developed integrated circuit products, to use our competitors' integrated circuit products and/or sell such products to others, including by bundling with other products, or to choose alternative technologies; lower cost structures and/or a willingness and ability to accept lower prices and lower or negative margins for their products, particularly in China; foreign government support of other technologies or competitors; better known brand names; ownership and control of manufacturing facilities and greater expertise in manufacturing processes; more extensive relationships with local distribution companies and original equipment manufacturers in certain geographic regions (such as China) and/or experience in adjacent industry segments outside traditional cellular industries (such as automotive and IoT); and/or a more established presence in certain regions.

We derive a significant portion of our consolidated revenues from a small number of customers and licensees. If revenues derived from these customers or licensees decrease or the timing of such revenues fluctuates, our business and results of operations could be negatively affected.

Our QCT segment derives a significant portion of its revenues from a small number of customers, and we expect this trend to continue in the foreseeable future. Our industry is experiencing and may continue to experience concentration of device share among a few companies, particularly at the premium tier, contributing to this trend. In addition, certain of our largest integrated circuit customers develop their own integrated circuit products, which they have in the past chosen to utilize in certain of their devices rather than our products, and may in the future choose to utilize in certain (or all) of their devices rather than our products (and/or sell their integrated circuit products to third parties in competition with us). Also, one of our largest integrated circuit customers has utilized products of one of our competitors in certain of their devices rather than our products, and may in the future utilize products of our competitors in certain (or all) of their devices rather than our products.

The loss of any one of our significant customers, a reduction in the purchases of our products by such customers or the cancelation of significant purchases by any of these customers, whether due to the use of their own integrated circuit products, our competitors' integrated circuit products or otherwise, would reduce our revenues and could harm our ability to achieve or sustain expected results of operations, and a delay of significant purchases, even if only temporary, would reduce our revenues in the period of the delay. Any such reduction in revenues would also impact our cash resources available for other purposes, such as research and development. Further, the concentration of device share among a few companies, and the corresponding purchasing power of these companies, may result in lower prices for our products which, if not accompanied by a sufficient increase in the volume of purchases of our products, could have an adverse effect on our revenues and margins. In addition, the timing and size of purchases by our significant customers may be impacted by the timing of such customers' new or next generation product introductions, over which we have no control, and the timing and/or success of such introductions may cause our revenues and results of operations to fluctuate. Accordingly, if current industry dynamics and concentrations continue, our QCT segment's revenues will continue to depend largely upon, and be impacted by, future purchases, and the timing and size of any such future purchases, by these significant customers.

One of our largest customers purchases our Mobile Data Modem (MDM) products, which do not include our integrated application processor technology and which have lower revenue and margin contributions than our combined modem and application processor products. To the extent such customer takes device share from our other customers who purchase our integrated modem and application processor products, our revenues and margins may be negatively impacted.

Further, companies that develop HLOS for devices, including leading technology companies, now sell their own devices. If we fail to effectively partner or continue partnering with these companies, or with their partners or customers, they may

decide not to purchase (either directly or through their contract manufacturers), or to reduce or discontinue their purchases of, our integrated circuit products.

In addition, there has been and continues to be litigation among certain of our customers and other industry participants, and the potential outcomes of such litigation, including but not limited to injunctions against devices that incorporate our products and/or intellectual property, or rulings on certain patent law or patent licensing issues that create new legal precedent, could impact our business, particularly if such action impacts one of our larger customers.

Although we have several hundred licensees, our QTL segment derives a significant portion of its licensing revenues from a limited number of licensees. In the event that one or more of our significant licensees fail to meet their reporting and/or payment obligations, or we are unable to renew or modify one or more of such license agreements under similar terms, our revenues, results of operations and cash flows would be adversely impacted. Moreover, the future growth and success of our core licensing business will depend in part on the ability of our licensees to develop, introduce and deliver high-volume products that achieve and sustain customer acceptance. We have no control over the product development, sales efforts or pricing of products by our licensees, and our licensees might not be successful. Reductions in the average selling prices of wireless devices sold by our significant licensees, without a sufficient increase in the volumes of such devices sold, would generally have an adverse effect on our licensing revenues.

We derive a significant portion of our consolidated revenues from the premium-tier device segment. If sales of premium-tier devices decrease, and/or sales of our premium-tier integrated circuit products decrease, our results of operations could be negatively affected.

We derive a significant portion of our revenues from the premium-tier device segment, and we expect this trend to continue in the foreseeable future. We have experienced, and expect to continue to experience, slowing growth in the premium-tier device segment due to, among other factors, lengthening replacement cycles in developed regions, where premium-tier smartphones are common; increasing consumer demand in emerging regions, particularly China and India, where premium-tier smartphones are less common and replacement cycles are on average longer than in developed regions; lengthening replacement cycles in emerging regions; and/or a maturing premium-tier smartphone industry in which demand is increasingly driven by new product launches and/or innovation cycles.

In addition, as discussed in the prior risk factor, our industry is experiencing concentration of device share among a few companies at the premium tier, which gives them significant supply chain leverage. Further, those companies may utilize their own internally-developed integrated circuit products, or our competitors' integrated circuit products, rather than our products in all or a portion of their devices. These dynamics may result in lower prices for and/or reduced sales of our premium-tier integrated circuit products.

A reduction in sales of premium-tier devices, or a reduction in sales of our premium-tier integrated circuit products (which have a higher revenue and margin contribution than our lower-tier integrated circuit products), may reduce our revenues and margins and may harm our ability to achieve or sustain expected financial results. Any such reduction in revenues would also impact our cash resources available for other purposes, such as research and development.

Efforts by some communications equipment manufacturers or their customers to avoid paying fair and reasonable royalties for the use of our intellectual property may require the investment of substantial management time and financial resources and may result in legal decisions and/or actions by governments, courts, regulators or agencies, Standards Development Organizations (SDOs) or other industry organizations that harm our business.

From time to time, companies initiate various strategies to attempt to renegotiate, mitigate and/or eliminate their need to pay royalties to us for the use of our intellectual property. These strategies have included: (i) litigation, often alleging infringement of patents held by such companies, patent misuse, patent exhaustion, patent invalidity and/or unenforceability of our patents and/or licenses, that we do not license our patents on fair, reasonable and nondiscriminatory (FRAND) terms, or some form of unfair competition or competition law violation; (ii) taking positions contrary to our understanding of their contracts with us; (iii) appeals to governmental authorities; (iv) collective action, including working with wireless operators, standards bodies, other like-minded companies and other organizations, on both formal and informal bases, to adopt intellectual property policies and practices that could have the effect of limiting returns on intellectual property innovations; (v) lobbying governmental regulators and elected officials for the purpose of seeking the reduction of royalty rates or the base on which royalties are calculated, the imposition of some form of compulsory licensing and/or to weaken a patent holder's ability to enforce its rights or obtain a fair return for such rights; and (vi) licensees using various strategies to attempt to shift their royalty obligation to their suppliers that results in lowering the wholesale (i.e., licensee's) selling price on which the royalty is calculated. In addition, certain licensees have disputed, underreported, underpaid, not reported and/or not paid royalties owed to us under their license agreements or reported to us in a manner that is not in compliance with their contractual obligations, and certain companies have yet to enter into or delayed entering into or renewing license agreements

with us for their use of our intellectual property, and licensees and/or companies may continue to do so in the future. The fact that one or more licensees dispute, underreport, underpay, do not report and/or do not pay royalties owed to us may encourage other licensees to take similar actions and may encourage other licensees or unlicensed companies to delay entering into, or not enter into, new license agreements. Further, to the extent such licensees and/or companies increase their device share, the negative impact of their underreporting, underpayment, non-payment and/or non-reporting on our business, revenues, results of operations, financial condition and/or cash flows will be exacerbated.

We are currently subject to various litigation and governmental investigations and/or proceedings, some of which have arisen and may continue to arise out of the strategies described above. Certain legal matters are described more fully in this Quarterly Report in "Notes to Condensed Consolidated Financial Statements, Note 6. Commitments and Contingencies." The unfavorable resolution of one or more of these matters could have a material adverse effect on our business, results of operations, financial condition and/or cash flows. Depending on the type of matter, various remedies that could result from an unfavorable resolution include, among others, injunctions, monetary damages or fines or other orders to pay money and/or the issuance of orders to cease certain conduct and/or modify our business practices. In addition, decisions or orders arising out of governmental investigations or proceedings could require us to renegotiate, or could encourage or embolden our licensees to demand to renegotiate, their license agreements with us (which could be on terms that are less favorable to us than existing terms), and such licensees may underreport, underpay, not report or not pay royalties owed to us pending the conclusion of such negotiations. Further, a governmental body in a particular country or region may assert, and may be successful in imposing, remedies with effects that extend beyond the borders of that country or region. See also the Risk Factor entitled "Changes in our patent licensing practices, whether due to governmental investigations, private legal proceedings challenging those practices or otherwise, could adversely impact our business and results of operations."

In addition, in connection with our participation in SDOs, we, like other patent owners, generally have made contractual commitments to such organizations to license those of our patents that would necessarily be infringed by standard-compliant products as set forth in those commitments. Some manufacturers and users of standard-compliant products advance interpretations of these commitments that are adverse to our licensing business, including interpretations that would limit the amount of royalties that we could collect on the licensing of our patent portfolio.

Further, some companies or entities have proposed significant changes to existing intellectual property policies for implementation by SDOs and other industry organizations with the goal of significantly devaluing standard-essential patents. For example, some have put forth proposals which would require a maximum aggregate intellectual property royalty rate for the use of all standard-essential patents owned by all of the member companies to be applied to the selling price of any product implementing the relevant standard. They have further proposed that such maximum aggregate royalty rate be apportioned to each member company with standard-essential patents based upon the number of standard-essential patents held by such company. Others have proposed that injunctions not be an available remedy for infringement of standard-essential patents and/or have made proposals that could severely limit damage awards and other remedies by courts for patent infringement (e.g., by severely limiting the base upon which the royalty percentage may be applied). A number of these strategies are purportedly based on interpretations of the policies of certain SDOs concerning the licensing of patents that are or may be essential to industry standards and on our (and/or other companies') alleged failure to abide by these policies.

Some SDOs, courts and governmental agencies have adopted and may in the future adopt some or all of these interpretations or proposals in a manner adverse to our interests, including in litigation to which we may not be a party.

We expect that such proposals, interpretations and strategies will continue in the future, and if successful, our business model would be harmed, either by limiting or eliminating our ability to collect royalties (or by reducing the royalties we can collect) on all or a portion of our patent portfolio, limiting our return on investment with respect to new technologies, limiting our ability to seek injunctions against infringers of our standard-essential patents, constraining our ability to make licensing commitments when submitting our technology for inclusion in future standards (which could make our technology less likely to be included in such standards) or forcing us to work outside of SDOs or other industry groups to promote our new technologies, and our revenues, results of operations and/or cash flows could be negatively impacted. In addition, the legal and other costs associated with asserting or defending our positions have been and continue to be significant. We assume that such challenges, regardless of their merits, will continue into the foreseeable future and may require the investment of substantial management time and financial resources.

Our business, particularly our licensing business, may suffer as a result of adverse rulings in government investigations or proceedings.

We are currently subject to various governmental investigations and/or proceedings, particularly with respect to our licensing business, and certain such matters are described more fully in this Quarterly Report in "Notes to Condensed Consolidated Financial Statements, Note 6. Commitments and Contingencies." Key allegations in those matters include,

among others, that we do not license our cellular standard-essential patents separately from our other patents, that we violate FRAND licensing commitments by refusing to grant licenses to chipset makers, that our royalty rates are too high and/or that the base on which our royalties are calculated should be something less than the wholesale (i.e., licensee's) selling price of the applicable device (minus certain permitted deductions). The unfavorable resolution of one or more of these matters could have a material adverse effect on our business, results of operations, financial condition and/or cash flows. Depending on the type of matter, various remedies that could result from an unfavorable resolution include, among others, injunctions, monetary damages or fines or other orders to pay money, and/or the issuance of orders to cease certain conduct and/or modify our business practices. In addition, decisions or orders arising out of such governmental investigations or proceedings could require us to renegotiate, or could encourage or embolden our licensees to demand to renegotiate, their license agreements with us (which could be on terms that are less favorable to us than existing terms), and such licensees may underreport, underpay, not report or not pay royalties owed to us pending the conclusion of such negotiations. Further, a governmental body in a particular country or region may assert, and may be successful in imposing, remedies with effects that extend beyond the borders of that country or region. See also the Risk Factor entitled "Changes in our patent licensing practices, whether due to governmental investigations, private legal proceedings challenging those practices or otherwise, could adversely impact our business and results of operations."

Changes in our patent licensing practices, whether due togovernmental investigations, private legal proceedings challenging those practices or otherwise, could adversely impact our business and results of operations.

We are currently subject to various governmental investigations and private legal proceedings challenging our patent licensing practices as described more fully in this Quarterly Report in "Notes to Condensed Consolidated Financial Statements, Note 6. Commitments and Contingencies." Key allegations in those matters include, among others, that we do not license our cellular standard-essential patents separately from our other patents, that we violate FRAND licensing commitments by refusing to grant licenses to chipset makers, that our royalty rates are too high and/or that the base on which our royalties are calculated should be something less than the wholesale (i.e., licensee's) selling price of the applicable device (minus certain permitted deductions). We believe that the ultimate intent of these investigations and legal proceedings is to reduce the amount of royalties that licensees are required to pay to us for their use of our intellectual property.

We have historically licensed our cellular standard-essential patents together with our other patents that may be useful to licensed products because licensees typically have desired to obtain the commercial benefits of receiving such broad patent rights from us. However, we also have licensed only our cellular standard-essential patents to certain licensees who have requested such licenses. In addition, in connection with our resolution with the China National Development and Reform Commission (NDRC), our standard practice in China since 2015 is to offer licenses to our 3G and 4G standard-essential Chinese patents for devices sold for use in China separately from our other patents. In connection with our recent 5G royalty rate announcement, we offer licenses to only our cellular standard-essential patents (including 3G, 4G and 5G) for both single mode and multi-mode devices. Our royalty rates for licenses to only our cellular standard-essential patents are lower than our royalty rates for licenses to substantially all of our patent portfolio. If more licensees choose a license to only our cellular standard-essential patents instead of a portfolio license than has historically been the case, our licensing revenues and earnings would be negatively impacted unless we were able to license our other patents at rates that offset all or a portion of any difference between the royalties previously received for licenses of substantially all of our patent portfolio as compared to licenses of only our cellular standard-essential patents and/or there was a sufficient increase in the overall volume of sales of devices upon which royalties are paid.

If we were required to grant patent licenses to chipset manufacturers (i.e., to implement a more complex, tiered licensing structure in which we license certain portions of our patent portfolio to chipset manufacturers and other portions to device manufacturers), we would incur additional transaction costs, which may be significant, and we may incur delays in recognizing revenues until license negotiations were completed. In addition, our licensing revenues and earnings would be negatively impacted if we were not able to obtain, in the aggregate, equivalent revenues under such a multi-level licensing structure.

If we were required to reduce the royalty rates we charge under our patent license agreements, our revenues and earnings would be negatively impacted absent a sufficient increase in the volume of sales of devices upon which royalties are paid. Similarly, if we were required to reduce the base on which our royalties are calculated, our revenues, results of operations and/or cash flows would be negatively impacted unless there was a sufficient increase in the volume of sales of devices upon which royalties are paid and/or we were able to increase our royalty rates to offset the decrease in revenues resulting from such lower royalty base (assuming the absolute royalty dollars were below any relevant royalty caps).

To the extent that we were required to implement any of these new licensing practices by modifying or renegotiating our existing license agreements, we would incur additional transaction costs, which may be significant, and we may incur delays in recognizing revenues until license negotiations were completed. The impact of any such changes to our licensing practices

could vary widely and by jurisdiction, depending on the specific outcomes and the geographic scope of such outcomes. In addition, if we were required to make modifications to our licensing practices in one jurisdiction, licensees and/or governmental agencies in other jurisdictions may attempt to obtain similar outcomes for themselves and/or for such other jurisdictions, as applicable.

The enforcement and protection of our intellectual property rights may be expensive, could fail to prevent misappropriation or unauthorized use of our intellectual property rights, could result in the loss of our ability to enforce one or more patents, and/or could be adversely affected by changes in patent laws, by laws in certain foreign jurisdictions that may not effectively protect our intellectual property rights and/or by ineffective enforcement of laws in such jurisdictions.

We rely primarily on patent, copyright, trademark and trade secret laws, as well as nondisclosure and confidentiality agreements, international treaties and other methods, to protect our proprietary information, technologies and processes, including our patent portfolio. Policing unauthorized use of our products, technologies and proprietary information is difficult and time consuming. The steps we have taken have not always prevented, and we cannot be certain the steps we will take in the future will prevent, the misappropriation or unauthorized use of our proprietary information and technologies, particularly in foreign countries where the laws may not protect our proprietary intellectual property rights as fully or as readily as United States laws or where the enforcement of such laws may be lacking or ineffective. Some industry participants who have a vested interest in devaluing patents in general, or standard-essential patents in particular, have mounted attacks on certain patent systems, increasing the likelihood of changes to established patent laws. In the United States, there is continued discussion regarding potential patent law changes and current and potential future litigation regarding patents, the outcomes of which could be detrimental to our licensing business. The laws in certain foreign countries in which our products are or may be manufactured or sold, including certain countries in Asia, may not protect our intellectual property rights to the same extent as the laws in the United States. We expect that the European Union will adopt a unitary patent system in the next few years that may broadly impact that region's patent regime. We cannot predict with certainty the long-term effects of any potential changes. In addition, we cannot be certain that the laws and policies of any country or the practices of any standards bodies, foreign or domestic, with respect to intellectual property enforcement or licensing or the adoption of standards, will not be changed in the future in a way detrimental to our licensing program or to the sale or use of our products or technologies.

We have had, and may in the future have, difficulty in certain circumstances in protecting or enforcing our intellectual property rights and/or contracts, including collecting royalties for use of our patent portfolio due to, among others: refusal by certain licensees to report and/or pay all or a portion of the royalties they owe to us; policies of foreign governments; challenges to our licensing practices under competition laws; adoption of mandatory licensing provisions by foreign jurisdictions (either with controlled/regulated royalties or royalty free); failure of foreign courts to recognize and enforce judgments of contract breach and damages issued by courts in the United States; and/or challenges before competition agencies to our licensing business and/or the pricing and integration of additional features and functionality into our chipset products. Certain licensees have disputed, underreported, underpaid, not reported and/or not paid royalties owed to us under their license agreements with us or reported to us in a manner that is not in compliance with their contractual obligations, and certain companies have yet to enter into or delayed entering into or renewing license agreements for their use of our intellectual property, and such licensees and/or companies may continue to do so in the future. The fact that one or more licensees dispute, underreport, underpay, do not report and/or do not pay royalties owed to us may encourage other licensees to take similar actions and may encourage other licensees or unlicensed companies to delay entering into, or not enter into, new license agreements. Additionally, although our license agreements provide us with the right to audit the books and records of licensees, audits can be expensive, time consuming, incomplete and subject to dispute. Further, certain licensees may not comply with the obligation to provide full access to their books and records. To the extent we do not aggressively enforce our rights under our license agreements, licensees may not comply with their existing license agreements, and to the extent we do not aggressively pursue unlicensed companies to enter into license agreements with us for their use of our intellectual property, other unlicensed companies may not enter into license agreements. Similarly, we provide access to certain of our intellectual property and/or proprietary and/or confidential business information to our direct and indirect customers and licensees, who may wrongfully use such intellectual property and/or information and/or wrongfully disclose such intellectual property and/or information to third parties, including our competitors.

We have entered into litigation in the past and may need to further litigate in the future to enforce our contract and/or intellectual property rights, protect our trade secrets or determine the validity and scope of proprietary rights of others. We are currently engaged in litigation matters related to protecting or enforcing our contract and/or intellectual property rights, and certain such matters are described more fully in this Quarterly Report in "Notes to Condensed Consolidated Financial Statements, Note 6. Commitments and Contingencies." As a result of any such litigation, we could lose our ability to enforce one or more patents, portions of our license agreements could be determined to be invalid or unenforceable (which may in

turn result in other licensees either not complying with their existing license agreements and/or initiating litigation) and/or we could incur substantial costs. Any action we take to enforce our contract or intellectual property rights could be costly and could absorb significant management time and attention, which, in turn, could negatively impact our results of operations and/or cash flows. Further, even a positive resolution to our enforcement efforts may take time to conclude, which may reduce our revenues and cash resources available for other purposes, such as research and development, in the periods prior to conclusion. See also the Risk Factor entitled "Changes in our patent licensing practices, whether due to governmental investigations, private legal proceedings challenging those practices or otherwise, could adversely impact our business and results of operations."

Our growth increasingly depends on our ability to extend our technologies, products and services into new and expanded product areas, such as RFFE, and adjacent industry segments outside of traditional cellular industries, such as automotive, IoT and networking, among others. Our research, development and other investments in these new and expanded product areas and industry segments, and related technologies, products and services, as well as in our existing technologies, products and services and new technologies, such as 5G, may not generate operating income or contribute to future results of operations that meet our expectations.

Our industry is subject to rapid technological change, evolving industry standards and frequent new product introductions, and we must make substantial research, development and other investments, such as acquisitions, in new products, services and technologies to compete successfully. Technological innovations generally require significant research and development efforts before they are commercially viable. While we continue to invest significant resources toward advancements primarily in support of 4G- and 5G-based technologies, we also innovate across a broad spectrum of opportunities to deploy new and expanded products and enter into adjacent industry segments by leveraging our existing technical and business expertise and/or through acquisitions.

In particular, our future growth significantly depends on new and expanded product areas, such as RFFE, and adjacent industry segments, such as automotive, IoT (including the connected home, smart cities, wearables, voice and music and robotics), data center, networking, computing and machine learning, among others; our ability to develop leading and cost-effective technologies, products and services for new and expanded product areas and adjacent industry segments; and third parties incorporating our technology, products and services into devices used in these product areas and industry segments. Accordingly, we intend to continue to make substantial investments in these new and expanded product areas and adjacent industry segments, and in developing new products, services and technologies for these product areas and industry segments.

However, our research, development and other investments in these new and expanded product areas and adjacent industry segments, and corresponding technologies, products and services, as well as in our existing, technologies, products and services and new technologies, such as 5G, use of both licensed and unlicensed spectrum, and convergence of cellular and Wi-Fi, may not succeed due to, among other reasons: new industry segments and/or consumer demand may not develop and/or grow as anticipated; our strategies and/or the strategies of our customers, licensees or partners may not be successful; improvements in alternate technologies in ways that reduce the advantages we anticipate from our investments; competitors' products or services being more cost effective, having more capabilities or fewer limitations or being brought to market faster than our new products and services; and competitors having longer operating histories in industry segments that are new to us. We may also underestimate the costs of or overestimate the future revenues and/or margins that could result from these investments, and these investments may not, or may take many years to, generate material returns. Further, the automotive industry is subject to long design-in time frames, long product life cycles and a high degree of regulatory and safety requirements, necessitating suppliers to the industry to comply with stringent qualification processes, very low defect rates and high reliability standards, all of which results in a significant barrier to entry and increased costs.

If our new technologies, products and/or services are not successful, or are not successful in the time frame we anticipate, we may incur significant costs and/or asset impairments, our business may not grow as anticipated, our revenues and/or margins may be negatively impacted and/or our reputation may be harmed.

There are numerous risks associated with our operation and control of manufacturing facilities of our joint venture with TDK, RF360 Holdings, including a higher portion of fixed costs relative to a fabless model, environmental compliance and liability, exposure to natural disasters, timely supply of equipment and materials and manufacturing difficulties.

Manufacturing facilities are characterized by a higher portion of fixed costs relative to a fabless model. In less favorable industry environments, in particular, we may be faced with a decline in the utilization rates of our manufacturing facilities due to decreases in demand for our products. During such periods, our manufacturing facilities could operate at lower capacity levels, while the fixed costs associated with full capacity continue to be incurred, resulting in lower gross profit.

We are subject to many environmental, health and safety laws and regulations in each jurisdiction in which we operate our manufacturing facilities, which govern, among other things, emissions of pollutants into the air, wastewater discharges,

the use and handling of hazardous substances, waste disposal, the investigation and remediation of soil and ground water contamination and the health and safety of our employees. We are also required to obtain and maintain environmental permits from governmental authorities for certain of our operations. We cannot make assurances that we will be at all times in compliance with such laws, regulations and permits. Certain environmental laws impose strict, and in certain circumstances, joint and several, liability on current or previous owners or operators of real property for the cost of investigation, removal or remediation of hazardous substances. Certain of these laws also assess liability on persons who arrange for hazardous substances to be sent to disposal or treatment facilities when such facilities are found to be contaminated. In addition, we could also be held liable for consequences arising out of human exposure to hazardous substances or other environmental damage.

We have manufacturing facilities in Asia and Europe. If tsunamis, flooding, earthquakes, volcanic eruptions or other natural disasters, or geopolitical conflicts, were to damage, destroy or disrupt our manufacturing facilities, it could disrupt our operations, delay new production and shipments of inventory or result in costly repairs, replacements or other costs. In addition, natural disasters or geopolitical conflicts may result in disruptions in transportation, distribution channels or supply chains, or significant increases in the prices of raw materials.

Our manufacturing operations depend on securing raw materials and other supplies in adequate quality and quantity in a timely manner from multiple suppliers, and in some cases, we rely on a limited number of suppliers, particularly in Asia. Accordingly, there may be cases where supplies of raw materials and other products are interrupted by disaster, accident or some other event at a supplier, supply is suspended due to quality or other issues, or there is a shortage of supply due to a rapid increase in demand, which could impact production and prevent us from supplying products to our customers. If the supply-demand balance is disrupted, it may considerably increase costs of manufacturing due to increased prices we pay for raw materials or fuel. From time to time, suppliers may extend lead times, limit the amounts supplied to us or increase prices due to capacity constraints or other factors. Further, it may be difficult or impossible to substitute one piece of equipment for another or replace one type of material with another. A failure by our suppliers to deliver our requirements could result in disruptions to our manufacturing operations.

Our manufacturing processes are highly complex, require advanced and costly equipment and must be continuously modified to improve yields and performance. Difficulties in the production process can reduce yields or interrupt production, and as a result we may not be able to deliver products or do so in a timely, cost-effective or competitive manner. Further, to remain competitive and/or meet customer demand, we may be required to improve our facilities and process technologies and carry out extensive research and development, each of which may require investment of significant amounts of capital, and may have a material adverse effect on our results of operations, financial condition and/or cash flows.

The continued and future success of our licensing programs requires us to continue to evolve our patent portfolio, and our licensing programs may be impacted by the proliferation of devices in new industry segments such as automotive and IoT, as well as the need to extend license agreements that are expiring and/or to cover additional future patents.

We own a very strong portfolio of issued and pending patents related to 3G, 4G, 5G and other technologies. It is critical that we continue to evolve our patent portfolio, particularly in 5G. If we do not maintain a strong portfolio that is applicable to current and future standards (such as 5G), products and services, our future licensing revenues could be negatively impacted.

In addition, new connectivity and other services are emerging that rely on devices that may or may not be used on traditional cellular networks, such as devices used in the IoT and automotive industry segments. We also seek to diversify and broaden our technology licensing programs to new industry segments in which we can utilize our technology leadership, such as wireless charging and other technologies. Standards, even de facto standards, that develop as these technologies mature, in particular those that do not include a base level of interoperability, may impact our ability to obtain royalties at all or that are equivalent to those that we receive for products used in cellular communications. Although we believe that our patented technologies are essential and useful to the commercialization of such services, any royalties we receive may be lower than those we receive from our current licensing program.

Further, the licenses granted to and from us under a number of our license agreements include only patents that are either filed or issued prior to a certain date. As a result, there are agreements with some licensees where later patents are not licensed by or to us. Additionally, certain of our license agreements (including essentially all of our recent agreements in China) are effective for a specified term. In order to license or to obtain a license to such later patents after the expiration of a specified term, or to receive royalties after the specified time period, we will need to extend or modify such license agreements or enter into new license agreements with such licensees. Accordingly, to the extent not renewed on their terms or by election for an additional (generally multi-year) period, if applicable, we will need to extend or modify such license agreements or enter into new license agreements with such licensees more frequently than we have done historically. We

might not be able to renew those license agreements, or enter into new license agreements, in the future without affecting the material terms and conditions of our license agreements with such licensees, and such modifications or new agreements may negatively impact our revenues. If there is a delay in renewing a license agreement prior to its expiration, there would be a delay in our ability to recognize revenues related to that licensee's product sales. Further, if we are unable to reach agreement on such modifications or new agreements, it could result in patent infringement litigation with such companies.

We depend on a limited number of third-party suppliers for the procurement, manufacture and testing of our products manufactured in a fabless production model. If we fail to execute supply strategies that provide technology leadership, supply assurance and low cost, our business and results of operations may be harmed. We are also subject to order and shipment uncertainties that could negatively impact our results of operations.

Our QCT segment primarily utilizes a fabless production model, which means that we do not own or operate foundries for the production of silicon wafers from which our integrated circuits are made. Other than the manufacturing facilities we now operate through our RF360 Holdings joint venture, we rely on independent third-party suppliers to perform the manufacturing and assembly, and most of the testing, of our integrated circuits. Our suppliers are also responsible for the procurement of most of the raw materials used in the production of our integrated circuits. We employ both turnkey and two-stage manufacturing models to purchase our integrated circuits. Under the turnkey model, our foundry suppliers are responsible for delivering fully assembled and tested integrated circuits. Under the two-stage manufacturing model, we purchase die in singular or wafer form from semiconductor manufacturing foundries and contract with separate third-party suppliers for manufacturing services such as wafer bump, probe, assembly and the majority of our final test requirements. The semiconductor manufacturing foundries that supply products to our QCT segment are primarily located in Asia, as are our primary warehouses where we store finished goods for fulfillment of customer orders. The following could have an adverse effect on our ability to meet customer demands and/or negatively impact our revenues, business operations, profitability and/or cash flows:

- a reduction, interruption, delay or limitation in our product supply sources;
- a failure by our suppliers to procure raw materials or to provide or allocate adequate manufacturing or test capacity for our products;
- our suppliers' inability to react to shifts in product demand or an increase in raw material or component prices;
- our suppliers' delay in developing leading process technologies, or inability to develop or maintain leading process technologies, including transitions to smaller geometry process technologies;
- the loss of a supplier or the inability of a supplier to meet performance, quality or yield specifications or delivery schedules;
- additional expense and/or production delays as a result of qualifying a new supplier and commencing volume production or testing in the event of a loss of or a decision to add or change a supplier; and/or
- natural disasters or geopolitical conflicts, particularly in Asia, impacting our suppliers.

While we have established alternate suppliers for certain technologies, we rely on sole- or limited-source suppliers for certain products, subjecting us to significant risks, including: possible shortages of raw materials or manufacturing capacity; poor product performance; and reduced control over delivery schedules, manufacturing capability and yields, quality assurance, quantity and costs. To the extent we have established alternate suppliers, these suppliers may require significant levels of support to bring complex technologies to production. As a result, we may invest a significant amount of effort and resources and incur higher costs to support and maintain such alternate suppliers. Further, any future consolidation of foundry suppliers could increase our vulnerability to sole- or limited-source arrangements and reduce our suppliers' willingness to negotiate pricing, which could negatively impact our ability to achieve cost reductions and/or increase our manufacturing costs. Our arrangements with our suppliers may obligate us to incur costs to manufacture and test our products that do not decrease at the same rate as decreases in pricing to our customers. Our ability, and that of our suppliers, to develop or maintain leading process technologies, including transitions to smaller geometry process technologies, and to effectively compete with the manufacturing processes and performance of our competitors, could impact our ability to introduce new products and meet customer demand, could increase our costs (possibly decreasing our margins) and could subject us to the risk of excess inventories. Our inability to meet customer demand due to sole- or limited-sourcing and/or the additional costs that we incur because of these or other supply constraints or because of the need to support alternate suppliers could negatively impact our business, our results of operations and/or cash flows.

Although we have long-term contracts with our suppliers, many of these contracts do not provide for long-term capacity commitments. To the extent we do not have firm commitments from our suppliers over a specific time period or for any

specific quantity, our suppliers may allocate, and in the past, have allocated, capacity to the production and testing of products for their other customers while reducing or limiting capacity to manufacture or test our products. Accordingly, capacity for our products may not be available when we need it or at reasonable prices. To the extent we do obtain long-term capacity commitments, we may incur additional costs related to those commitments and/or make non-refundable payments for capacity commitments that are not used.

One or more of our suppliers or potential alternate suppliers may manufacture CDMA- or OFDMA-based integrated circuits that compete with our products. Such suppliers could elect to allocate raw materials and manufacturing capacity to their own products and reduce or limit deliveries to us to our detriment. In addition, we may not receive reasonable pricing, manufacturing or delivery terms from our suppliers. We cannot guarantee that the actions of our suppliers will not cause disruptions in our operations that could harm our ability to meet our delivery obligations to our customers or increase our cost of sales.

Additionally, we place orders with our suppliers using our forecasts of customer demand, which are based on a number of assumptions and estimates, and are generally only partially covered by commitments from our customers. If we overestimate customer demand, we may experience increased excess and/or obsolete inventory, which would negatively impact our results of operations.

Claims by other companies that we infringe their intellectual property could adversely affect our business.

From time to time, companies have asserted, and may again assert, patent, copyright and other intellectual property rights against our products or products using our technologies or other technologies used in our industry. These claims have resulted and may again result in our involvement in litigation. We may not prevail in such litigation given, among other factors, the complex technical issues and inherent uncertainties in intellectual property litigation. If any of our products or services were found to infringe another company's intellectual property rights, we could be subject to an injunction or be required to redesign our products or services, which could be costly, or to license such rights and/or pay damages or other compensation to such other company. If we are unable to redesign our products or services, license such intellectual property rights used in our products or services or otherwise distribute our products (e.g., through a licensed supplier), we could be prohibited from making and selling such products or providing such services. In any potential dispute involving other companies' patents or other intellectual property, our chipset foundries, semiconductor assembly and test providers and customers could also become the targets of litigation. We are contingently liable under certain product sales, services, license and other agreements to indemnify certain customers, chipset foundries and semiconductor assembly and test service providers against certain types of liability and/or damages arising from qualifying claims of patent infringement by products or services sold or provided by us, or by intellectual property provided by us to our chipset foundries and semiconductor assembly and test service providers. Reimbursements under indemnification arrangements could have an adverse effect on our results of operations and/or cash flows. Furthermore, any such litigation could severely disrupt the supply of our products and the businesses of our chipset customers and their customers, which in turn could hurt our relationships with them and could result in a decline in our chipset sales and/or reductions in our licensees' sales, causing a corresponding decline in our chipset and/or licensing revenues. Any claims, regardless of their merit, could be time consuming to address, result in costly litigation, divert the efforts of our technical and management personnel or cause product release or shipment delays, any of which could have an adverse effect on our results of operations and cash flows.

We expect that we may continue to be involved in litigation and may have to appear in front of administrative bodies (such as the United States International Trade Commission) to defend against patent assertions against our products by companies, some of whom are attempting to gain competitive advantage or leverage in licensing negotiations. We may not be successful in such proceedings, and if we are not, the range of possible outcomes is very broad and may include, for example, monetary damages or fines or other orders to pay money, royalty payments, injunctions on the sale of certain of our integrated circuit products (and/or on the sale of our customers' devices using such products) and/or the issuance of orders to cease certain conduct and/or modify our business practices. Further, a governmental body in a particular country or region may assert, and may be successful in imposing, remedies with effects that extend beyond the borders of that country or region. In addition, a negative outcome in any such proceeding could severely disrupt the business of our chipset customers and their wireless operator customers, which in turn could harm our relationships with them and could result in a decline in our worldwide chipset sales and/or a reduction in our licensees' sales to wireless operators, causing corresponding declines in our chipset and/or licensing revenues.

Certain legal matters, including certain claims by other companies that we infringe their intellectual property, are described more fully in this Quarterly Report in "Notes to Condensed Consolidated Financial Statements, Note 6. Commitments and Contingencies."

We may engage in strategic acquisitions, transactions or make investments that could adversely affect our results of operations or fail to enhance stockholder value.

We engage in strategic acquisitions and other transactions, including joint ventures, and make investments, which we believe are important to the future of our business, with the goal of maximizing stockholder value. We acquire businesses and other assets, including patents, technology, wireless spectrum and other intangible assets, enter into joint ventures or other strategic transactions and purchase minority equity interests in or make loans to companies that may be private and early-stage. Our strategic activities are generally focused on opening or expanding opportunities for our technologies and supporting the design and introduction of new products and services (or enhancing existing products or services) for voice and data communications and new industry segments. Recent material transactions include our RF360 Holdings joint venture with TDK Corporation and our proposed acquisition of NXP. Many of our strategic activities entail a high degree of risk and require the use of domestic and/or foreign capital, and investments may not become liquid for several years after the date of the investment, if at all. Our strategic activities may not generate financial returns or result in increased adoption or continued use of our technologies, products or services. We may underestimate the costs and/or overestimate the benefits, including product, revenue, cost and other synergies and growth opportunities that we expect to realize, and we may not achieve those benefits. In some cases, we may be required to consolidate or record our share of the earnings or losses of companies in which we have acquired ownership interests. In addition, we may record impairment charges related to our strategic activities. Any losses or impairment charges that we incur related to strategic activities will have a negative impact on our financial condition and results of operations, and we may continue to incur new or additional losses related to strategic assets or investments that we have not fully impaired or exited.

Achieving the anticipated benefits of business acquisitions, including joint ventures and other strategic investments in which we have management and operational control, depends in part upon our ability to integrate the businesses in an efficient and effective manner and achieve anticipated synergies, and we may not be successful in these efforts. Such integration is complex and time consuming and involves significant challenges, including, among others: retaining key employees; successfully integrating new employees, technology, products, processes, operations (including manufacturing operations), sales and distribution channels, business models and business systems; retaining customers and suppliers of the businesses; consolidating research and development and/or supply operations; minimizing the diversion of management's attention from ongoing business matters; consolidating corporate and administrative infrastructures; and managing the increased scale, complexity and globalization of our business, operations and employee base. We may not derive any commercial value from associated technologies or products or from future technologies or products based on these technologies, and we may be subject to liabilities that are not covered by indemnification protection that we may obtain, and we may become subject to litigation. Additionally, we may not be successful in entering or expanding into new sales or distribution channels, business or operational models (including manufacturing), geographic regions, industry segments and/or categories of products served by or adjacent to the associated businesses or in addressing potential new opportunities that may arise out of the combination.

If we do not achieve the anticipated benefits of business acquisitions or other strategic activities, our business and results of operations may be adversely affected, and we may not enhance stockholder value by engaging in these transactions.

If we are unsuccessful in executing our cost plan, our business and results of operations may be adversely affected.

On January 16, 2018, we announced a cost plan designed to align our cost structure to our long-term margin targets. As part of this plan, we will implement a series of targeted reductions across our businesses to reduce annual costs by $1 billion, excluding incremental costs resulting from any future acquisition of a business. We expect these cost reductions to be fully captured in fiscal 2019.

We cannot provide assurance that our cost plan will be successful, that anticipated cost savings will be realized, that our operations, business and financial results will improve and/or that these efforts will not disrupt our operations (beyond what is intended). Our ability to achieve the anticipated cost savings and other benefits within the expected time frames is subject to many estimates and assumptions, which are subject to significant economic, competitive and other uncertainties, some of which are beyond our control. Further, we may experience delays in the timing of these efforts and/or higher than expected or unanticipated costs in implementing them. Moreover, changes in the size, alignment or organization of our workforce could adversely affect employee morale and retention, relations with customers and business partners, our ability to develop and deliver products and services as anticipated and/or impair our ability to realize our current or future business and financial objectives. If we do not succeed in these efforts, if these efforts are more costly or time-consuming than expected, if our estimates and assumptions are not correct, if we experience delays or if other unforeseen events occur, our business and results of operations may be adversely affected.

We are subject to various laws, regulations, policies and standards. Our business may suffer as a result of existing, or new or amended, laws, regulations, policies or standards and/or our failure or inability to comply with laws, regulations, policies or standards.

Our business, products and services, and those of our customers and licensees, are subject to various laws and regulations globally, as well as government policies and the specifications of international, national and regional communications standards bodies. Compliance with existing laws, regulations, policies and standards, the adoption of new laws, regulations, policies or standards, changes in the interpretation of existing laws, regulations, policies or standards, changes in the regulation of our activities by a government or standards body and/or rulings in court, regulatory, administrative or other proceedings relating to such laws, regulations, policies or standards, including, among others, those affecting licensing practices, competitive business practices, the use of our technology or products, protection of intellectual property, trade and trade protection including tariffs, foreign currency, investments or loans, spectrum availability and license issuance, adoption of standards, the provision of device subsidies by wireless operators to their customers, taxation, export control, privacy and data protection, environmental protection, health and safety, labor and employment, human rights, corporate governance, public disclosure or business conduct could have an adverse effect on our business and results of operations.

Government policies, particularly in China, that regulate the amount and timing of funds that may flow out of a country may impact the timing of our receipt of payments from our customers and/or licensees in such country, which may negatively impact our cash flows.

Delays in government approvals or other governmental activities that could result from, among others, a decrease in or a lack of funding for certain agencies or branches of the government and/or political changes, could result in our incurring higher costs, could negatively impact our ability to timely consummate strategic transactions and/or could have other negative impacts on our business and the businesses of our customers and licensees.

National, state and local environmental laws and regulations affect our operations around the world. These laws may make it more expensive to manufacture, have manufactured and sell products, and our costs could increase if our vendors (e.g., suppliers, third-party manufacturers or utility companies) pass on their costs to us. Any imposition of tariffs on our raw materials or our products could have a negative impact on our revenues and/or results of operations. We are also subject to laws and regulations impacting the manufacturing operations of our RF360 Holdings joint venture. See the Risk Factor entitled “There are numerous risks associated with our operation and control of manufacturing facilities of our joint venture with TDK, RF360 Holdings, including high fixed costs, environmental compliance and liability, exposure to natural disasters, timely supply of equipment and materials and manufacturing difficulties.”

Regulations in the United States require that we determine whether certain materials used in our products, referred to as conflict minerals, originated in the Democratic Republic of the Congo or an adjoining country (collectively, the Covered Countries), or were from recycled or scrap sources. Other countries or regions may impose similar requirements in the future. The verification and reporting requirements, in addition to customer demands for conflict free sourcing, impose additional costs on us and on our suppliers and may limit the sources or increase the prices of materials used in our products. Further, if we are unable to determine that the conflict minerals used in our products do not directly or indirectly finance or benefit armed groups in the Covered Countries, we may face challenges with our customers that place us at a competitive disadvantage, and our reputation may be harmed. Similarly, other laws and regulations have been adopted or proposed that require additional transparency regarding the employment practices of our suppliers, and any failure to maintain responsible sourcing practices could also adversely affect our relationships with customers and our reputation.

Laws, regulations, policies and standards are complex and changing and may create uncertainty regarding compliance. Laws, regulations, policies and standards are subject to varying interpretations in many cases, and their application in practice may evolve over time. As a result, our efforts to comply may fail, particularly if there is ambiguity as to how they should be applied in practice. Failure to comply with any law, regulation, policy or standard may adversely affect our business, results of operations and/or cash flows. New laws, regulations, policies and standards or evolving interpretations of legal requirements may cause us to incur higher costs as we revise current practices, policies and/or procedures and may divert management time and attention to compliance activities.

Our use of open source software may harm our business.

Certain of our software and our suppliers’ software may contain or may be derived from “open source” software, and we have seen, and believe we will continue to see, an increase in customers requesting that we develop products, including software associated with our integrated circuit products, that incorporate open source software elements and operate in an open source environment, which, under certain open source licenses, may offer accessibility to a portion of a product’s source code and may expose related intellectual property to adverse licensing conditions. Licensing of such software may impose

certain obligations on us if we were to distribute derivative works of the open source software. For example, these obligations may require us to make source code for the derivative works available to our customers in a manner that allows them to make such source code available to their customers or license such derivative works under a particular type of license that is different than what we customarily use to license our software. Developing open source products, while adequately protecting the intellectual property rights upon which our licensing business depends, may prove burdensome and time-consuming under certain circumstances, thereby placing us at a competitive disadvantage, and we may not adequately protect our intellectual property rights. Also, our use and our customers' use of open source software may subject our products and our customers' products to governmental scrutiny and delays in product certification, which could cause customers to view our products as less desirable than our competitors' products. While we believe we have taken appropriate steps and employ adequate controls to protect our intellectual property rights, our use of open source software presents risks that could have an adverse effect on these rights and on our business.

Our stock price, earnings and the fair value of our investments are subject to substantial quarterly and annual fluctuations and to market downturns.

Our stock price and earnings have fluctuated in the past and are likely to fluctuate in the future. Factors that may have a significant impact on the market price of our stock and/or earnings include those identified throughout this Risk Factors section; volatility of the stock market in general and technology-based companies in particular; announcements concerning us, our suppliers, our competitors or our customers or licensees; and variations between our actual financial results or guidance and expectations of securities analysts or investors, among others. Further, increased volatility in the financial markets and/or overall economic conditions may reduce the amounts that we realize in the future on our cash equivalents and/or marketable securities and may reduce our earnings as a result of any impairment charges that we record to reduce recorded values of marketable securities to their fair values.

In the past, securities class action litigation has been brought against a company following periods of volatility in the market price of its securities. Due to changes in our stock price, we are and may in the future be the target of securities litigation. Securities litigation could result in substantial uninsured costs and divert management's attention and our resources. Certain legal matters, including certain securities litigation brought against us, are described more fully in this Quarterly Report in "Notes to Condensed Consolidated Financial Statements, Note 6. Commitments and Contingencies."

We maintain an extensive investment portfolio of varied holdings, which are generally classified as available-for-sale and are therefore recorded on our consolidated balance sheet at fair value, with unrealized gains or losses reported as a component of accumulated other comprehensive income. The fair values of our investments are subject to fluctuation based primarily on market price volatility, as well as the underlying operations of the associated investment, among other things. If the fair value of such investments decreases below their cost basis, as some of our previous investments have, we may be required in certain circumstances to recognize a loss in our results of operations. The sensitivity of and risks associated with the market value of our investment portfolio are described more fully in our Annual Report on Form 10-K for our fiscal year ended September 24, 2017 and in "Part I, Item 3. Quantitative and Qualitative Disclosures About Market Risk" in this Quarterly Report.

There are risks associated with our indebtedness.

Our outstanding indebtedness and any additional indebtedness we incur, including in connection with our proposed acquisition of NXP, may have negative consequences on our business, including, among others:

- requiring us to use cash to pay the principal of and interest on our indebtedness, thereby reducing the amount of cash available for other purposes;
- limiting our ability to obtain additional financing for working capital, capital expenditures, acquisitions, stock repurchases, dividends or other general corporate and other purposes;
- limiting our flexibility in planning for, or reacting to, changes in our business and our industry; and/or
- increasing our vulnerability to interest rate fluctuations to the extent a portion of our debt has variable interest rates.

Our ability to make payments of principal and interest on our indebtedness depends upon our future performance, which is subject to general economic conditions, industry cycles and financial, business and other factors, including factors which negatively impact our cash flows, such as licensees withholding some or all of the royalty payments they owe to us or paying fines in connection with regulatory investigations, many of which are beyond our control. If we are unable to generate sufficient cash flow from operations in the future to service our debt, we may be required to, among other things: refinance or restructure all or a portion of our indebtedness; reduce or delay planned capital or operating expenditures; or sell selected assets. Such measures might not be sufficient to enable us to service our debt. In addition, any such refinancing, restructuring

or sale of assets might not be available on economically favorable terms or at all, and if prevailing interest rates at the time of any such refinancing and/or restructuring are higher than our current rates, interest expense related to such refinancing and/or restructuring would increase. If there are adverse changes in the ratings assigned to our debt securities by credit rating agencies, our borrowing costs, our ability to access debt in the future and/or the terms of such debt could be adversely affected.

Our business and operations could suffer in the event of security breaches or other misappropriation of our intellectual property or proprietary or confidential information.

Attempts by others to gain unauthorized access to our information technology systems are increasingly more sophisticated. These attempts, which might be related to industrial or other espionage, include covertly introducing malware to our computers and networks, including those in our manufacturing operations, and impersonating authorized users, among others. In addition, employees and former employees, in particular former employees who become employees of our competitors, customers or licensees, may misappropriate, use, publish or provide to our competitors, customers or licensees our intellectual property and/or proprietary or confidential business information. Similarly, we provide access to certain of our intellectual property and/or proprietary and/or confidential business information to our direct and indirect customers and licensees, who may wrongfully use such intellectual property and/or information and/or wrongfully disclose such intellectual property and/or information to third parties, including our competitors. We seek to detect and investigate all security incidents and to prevent their recurrence, but in some cases, we might be unaware of an incident or its magnitude and effects. The theft, unauthorized use or publication of our intellectual property and/or proprietary or confidential business information could harm our competitive position, reduce the value of our investment in research and development and other strategic initiatives and/or otherwise adversely affect our business. To the extent any security breach results in inappropriate disclosure of our customers' or licensees' proprietary or confidential information, we may incur liability. We expect to continue to devote significant resources to the security of our information technology systems.

Potential tax liabilities could adversely affect our results of operations.

We are subject to income taxes in the United States and numerous foreign jurisdictions, including Singapore where our QCT segment's non-United States headquarters is located. Significant judgment is required in determining our provision for income taxes. We regularly are subject to examination of our tax returns and reports by taxing authorities in the United States federal jurisdiction and various state and foreign jurisdictions, most notably in countries where we earn a routine return and the tax authorities believe substantial value-add activities are performed. Our current examinations are at various stages with respect to assessments, claims, deficiencies and refunds. We continually assess the likelihood and amount of potential adjustments and adjust the income tax provision, income taxes payable and deferred taxes in the period in which the facts give rise to a revision become known. Although we believe that our tax estimates are reasonable at March 25, 2018, the final determination of tax audits and any related legal proceedings could materially differ from amounts reflected in our historical income tax provisions and accruals. In such case, our income tax provision, results of operations and/or cash flows in the period or periods in which that determination is made could be negatively affected.

On December 22, 2017, tax reform legislation known as the Tax Cuts and Jobs Act (the Tax Legislation) was enacted in the United States. Given the amount and complexity of the changes in tax law resulting from the Tax Legislation, we have not finalized the accounting for the income tax effects of the Tax Legislation. This includes the provisional amounts recorded in the six months ended March 25, 2018 related to the repatriation tax on deemed repatriated earnings and profits of U.S.-owned foreign subsidiaries (Toll Charge) and the remeasurement of deferred taxes. Further, we are in the process of analyzing the effects of new taxes due on certain foreign income, such as GILTI (global intangible low-taxed income), BEAT (base-erosion anti-abuse tax), FDII (foreign-derived intangible income) and limitations on interest expense deductions (if certain conditions apply) that are effective starting in fiscal 2019, and other provisions of the Tax Legislation. The impact of the Tax Legislation may differ from this estimate, possibly materially, during the one-year measurement period due to, among other things, further refinement of our calculations, changes in interpretations and assumptions we have made, guidance that may be issued and actions we may take as a result of the Tax Legislation.

We have tax incentives in Singapore provided that we meet specified employment and other criteria, and as a result of the expiration of these incentives, our Singapore tax rate increased in fiscal 2017 and is expected to increase again in fiscal 2027. If we do not meet the criteria required to retain such incentives, our Singapore tax rate could increase prior to fiscal 2027, and our results of operations and cash flows could be adversely affected.

Tax rules may change in a manner that adversely affects our future reported results of operations or the way we conduct our business. Further changes in the tax laws of foreign jurisdictions could arise as a result of the base erosion and profit shifting (BEPS) project that was undertaken by the Organization for Economic Co-operation and Development (OECD). The OECD, which represents a coalition of member countries, recommended changes to numerous long-standing tax principles

related to transfer pricing. These changes, if adopted by countries, could increase tax uncertainty and may adversely affect our provision for income taxes, results of operations and/or cash flow. We have not yet determined what changes, if any, may be needed to our operations or structure to address BEPS. If our effective tax rates were to increase, particularly in the United States or Singapore, our results of operations, cash flows and/or financial condition could be adversely affected.

Global, regional or local economic conditions that impact the mobile communications industry or the other industries in which we operate could negatively affect the demand for our products and services and our customers' or licensees' products and services, which may negatively affect our revenues.

A decline in global, regional or local economic conditions or a slow-down in economic growth, including as a result of trade protection policies, such as tariffs, particularly in geographic regions with high concentrations of wireless voice and data users or high concentrations of our customers or licensees, could have adverse, wide-ranging effects on demand for our products and for the products and services of our customers or licensees, particularly equipment manufacturers or others in the wireless communications industry who buy their products, such as wireless operators. Any prolonged economic downturn may result in a decrease in demand for our products or technologies; the insolvency of key suppliers, customers or licensees; delays in reporting and/or payments from our licensees and/or customers; failures by counterparties; and negative effects on wireless device inventories. In addition, our customers' ability to purchase or pay for our products and services and network operators' ability to upgrade their wireless networks could be adversely affected by economic conditions, leading to a reduction, cancelation or delay of orders for our products or services.

We may not be able to attract and retain qualified employees.

Our future success depends largely upon the continued service of our executive officers and other key management and technical personnel, and on our ability to continue to identify, attract, retain and motivate them, which may become increasingly difficult in an environment of cost reductions. Implementing our business strategy requires specialized engineering and other talent, as our revenues are highly dependent on technological and product innovations. The market for employees in our industry is extremely competitive. Further, existing immigration laws make it more difficult for us to recruit and retain highly skilled foreign national graduates of universities in the United States, making the pool of available talent even smaller. If we are unable to attract and retain qualified employees, our business may be harmed.

Currency fluctuations could negatively affect future product sales or royalty revenues, harm our ability to collect receivables or increase the U.S. dollar cost of our products.

Our customers sell their products throughout the world in various currencies. Our consolidated revenues from international customers and licensees as a percentage of our total revenues were greater than 90% in each of the last three fiscal years. Adverse movements in currency exchange rates may negatively affect our business, revenues, results of operations and/or cash flows due to a number of factors, including, among others:

- Our products and those of our customers and licensees that are sold outside the United States may become less price-competitive, which may result in reduced demand for those products and/or downward pressure on average selling prices;
- Certain of our revenues, such as royalties, that are derived from licensee or customer sales denominated in foreign currencies could decrease;
- Our foreign suppliers may raise their prices if they are impacted by currency fluctuations, resulting in higher than expected costs and lower margins;
- Certain of our costs that are derived from supply contracts denominated in foreign currencies could increase; and/or
- Foreign exchange hedging transactions that we engage in to reduce the impact of currency fluctuations may require the payment of structuring fees, limit the U.S. dollar value of royalties from licensees' sales that are denominated in foreign currencies, cause earnings volatility if the hedges do not qualify for hedge accounting and expose us to counterparty risk if the counterparty fails to perform.

Failures in our products or services or in the products or services of our customers or licensees, including those resulting from security vulnerabilities, defects or errors, could harm our business.

The use of devices containing our products to interact with untrusted systems or otherwise access untrusted content creates a risk of exposing the system hardware and software in those devices to malicious attacks. While we continue to focus on this issue and are taking measures to safeguard our products from cybersecurity threats, device capabilities continue to evolve, enabling more elaborate functionality and use cases, and increasing the risk of security failures. Further, our products are inherently complex and may contain defects or errors that are detected only when the products are in use. Because our

products and services are responsible for critical functions in our customers' products and/or networks, security failures, defects or errors in our products or services could have an adverse impact on us, on our customers and/or on the end users of our customers' products. Such adverse impact could include shipment delays; product liability claims or recalls; write-offs of our inventories, property, plant and equipment and/or intangible assets; unfavorable purchase commitments; a shift of business to our competitors; a decrease in demand for connected devices and wireless services; damage to our reputation and our customer relationships; regulatory actions; and other financial liability or harm to our business. Further, security failures, defects or errors in the products of our customers or licensees could have an adverse impact on our results of operations and/or cash flows due to a delay or decrease in demand for our products or services generally, and our premium-tier products in particular, among other factors. Development of products and features in new domains of technology and the migration to integrated circuit technologies with smaller geometric feature sizes are complex and add risk to manufacturing yields and reliability. Further, manufacturing, testing, marketing and use of our products and those of our customers and licensees entail the risk of product liability.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Financial market risks related to interest rates, foreign currency exchange rates and equity prices are described in our2017 Annual Report on Form 10-K. AtMarch 25, 2018, there have been no material changes to the financial market risks described atSeptember 24, 2017. We do not currently anticipate any other near-term changes in the nature of our financial market risk exposures or in management's objectives and strategies with respect to managing such exposures.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures. Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of our disclosure controls and procedures, as such terms are defined under Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the Exchange Act). Based on this evaluation, our principal executive officer and our principal financial officer concluded that our disclosure controls and procedures were effective as of the end of the period covered by this Quarterly Report.

Changes in Internal Control over Financial Reporting. There were no changes in our internal control over financial reporting in thesecond quarter of fiscal 2018 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Information regarding certain legal proceedings is provided in this Quarterly Report in "Notes to Condensed Consolidated Financial Statements, Note 6. Commitments and Contingencies." We are also engaged in numerous other legal actions arising in the ordinary course of our business and, while there can be no assurance, we believe that the ultimate outcome of these other legal actions will not have a material adverse effect on our business, results of operations, financial condition or cash flows.

ITEM 1A. RISK FACTORS

We have provided updated Risk Factors in the section labeled "Risk Factors" in "Part I, Item 2, Management's Discussion and Analysis of Financial Condition and Results of Operations." With the exception of prior changes to our Risk Factors in our Form 10-Q for the fiscal quarter ended December 24, 2017, specifically changes to the risk factor labeled "Potential tax liabilities could adversely affect our results of operations" and the addition of the risk factor labeled "If we are unsuccessful in executing our cost plan, our business and results of operations may be adversely affected," we do not believe those updates have materially changed the type or magnitude of the risks we face in comparison to the disclosure provided in our most recent Annual Report on Form 10-K.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Issuer purchases of equity securities in the second quarter of fiscal 2018 were:

	Total Number of Shares Purchased	Average Price Paid Per Share (1)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (2)
	(In thousands)		(In thousands)	(In millions)
December 25, 2017 to January 21, 2018	293	$ 68.28	293	$ 1,399
January 22, 2018 to February 18, 2018	1,197	66.85	1,197	1,320
February 19, 2018 to March 25, 2018	1,627	61.44	1,627	1,220
Total	3,117		3,117	

(1) Average Price Paid Per Share excludes cash paid for commissions.

(2) On March 9, 2015, we announced a repurchase program authorizing us to repurchase up to $15 billion of our common stock. At March 25, 2018, $1.2 billion remained authorized for repurchase. The stock repurchase program has no expiration date.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

In connection with the European Commission (EC) fine (see "Notes to Condensed Consolidated Financial Statements, Note 6. Commitments and Contingencies" in this Quarterly Report), the Company intends to provide a financial guarantee to satisfy its obligation of €997,439,000 while the Company appeals the EC's decision to the General Court of the European Union. To provide the financial guarantee, the Company entered into (a) a Continuing Letter of Credit Agreement (Uncommitted) dated as of April 20, 2018, between the Company and BNP Paribas (BNP), pursuant to which BNP has agreed to issue an irrevocable letter of credit in an aggregate amount of €250,000,000 in favor of the EC (the BNP Letter of Credit); (b) a Master Reimbursement Agreement dated as of April 20, 2018, between the Company and Barclays Bank PLC (Barclays), pursuant to which Barclays has agreed to issue a standby letter of credit in an aggregate amount of €332,000,000 in favor of the EC (the Barclays Letter of Credit and, together with the BNP Letter of Credit, the Letters of Credit); (c) a General Indemnity Agreement dated as of April 20, 2018, between the Company and Swiss Reinsurance America Corporation (Swiss Re), pursuant to which Swiss Re has agreed to provide a guarantee for an aggregate amount of €60,000,000 in favor of the EC (the Swiss Re Guarantee); and (d) a General Agreement of Indemnity dated as of April 20, 2018, between the Company and Euler Hermes North America Insurance Company (Euler), pursuant to which Euler has agreed to provide a guarantee for an aggregate amount of €200,000,000 in favor of the EC (the Euler Guarantee). In addition, pursuant to the Company's existing General Indemnity Agreement with Zurich American Insurance Company and Zurich Insurance Group Ltd (collectively, Zurich) dated as of October 30, 2017, Zurich will provide a guarantee for an aggregate principal amount of €155,439,000 in favor of the EC (the Zurich Guarantee and, together with the Swiss Re Guarantee and the Euler Guarantee, the Guarantees). Collectively, the aggregate principal amount of the Letters of Credit and the Guarantees will equal €997,439,000.

Each Letter of Credit contains certain customary representations and warranties, affirmative covenants and events of default. Each Letter of Credit provides that, in the event a disbursement is made in respect of such Letter of Credit but is not reimbursed as required, the unreimbursed amount will bear interest at a rate per annum equal to the prime rate (as defined in the applicable Letter of Credit) plus 2.0%. The Company has also agreed to pay customary fees to each of BNP and Barclays in connection with the BNP Letter of Credit and the Barclays Letter of Credit, respectively. If an event of default under a Letter of Credit occurs and is not cured or waived, any unpaid fees outstanding under such Letter of Credit may be declared immediately due and payable.

The Swiss Re Guarantee and the Euler Guarantee each contain customary provisions for transactions of this type, and provide that the Company will pay all premiums, costs and charges of Swiss Re and Euler under the terms of the applicable

Guarantee. In addition, the Company will pay Swiss Re and Euler interest at a rate per annum equal to the prime rate (as defined in the applicable Guarantee) plus 2.0% on any payments made by Swiss Re or Euler, as applicable.

ITEM 6. EXHIBITS

Exhibit Number	Exhibit Description	Form	File No./ Film No.	Date of First Filing	Exhibit Number	Filed Herewith
2.1	Master Transaction Agreement, dated January 13, 2016, by and among Qualcomm Global Trading Pte. Ltd., each other Purchaser Group member, TDK Japan, each other Seller Group member, and, solely for purposes of Section 10.9 thereof, QUALCOMM Incorporated. (1)	8-K	000-19528/ 161339867	1/13/2016	2.1	
2.2	Amendment #1, dated December 20, 2016, to Master Transaction Agreement, dated January 13, 2016, by and among Qualcomm Global Trading Pte. Ltd., each other Purchaser Group member, TDK Japan, each other Seller Group member, and, solely for purposes of Section 10.9 thereof, QUALCOMM Incorporated. (1)	10-Q	000-19528/ 17546539	1/25/2017	2.3	
2.3	Amendment #2, dated January 19, 2017, to Master Transaction Agreement, dated January 13, 2016, by and among Qualcomm Global Trading Pte. Ltd., each other Purchaser Group member, TDK Japan, each other Seller Group member, and, solely for purposes of Section 10.9 thereof, QUALCOMM Incorporated. (1)	10-Q	000-19528/ 17546539	1/25/2017	2.4	
2.4	Amendment #3, dated February 3, 2017, to Master Transaction Agreement, dated January 13, 2016, by and among Qualcomm Global Trading Pte. Ltd., each other Purchaser Group member, TDK Japan, each other Seller Group member, and, solely for purposes of Section 10.9 thereof, QUALCOMM Incorporated. (1)	10-Q	000-19528/ 17770305	4/19/2017	2.6	
2.5	Purchase Agreement dated as of October 27, 2016 by and between Qualcomm River Holdings, B.V. and NXP Semiconductors N.V. (1)	8-K	000-19528/ 161956228	10/27/2016	2.1	
2.6	Amendment No. 1, dated February 20, 2018, to Purchase Agreement, dated as of October 27, 2016, by and between Qualcomm River Holdings B.V. and NXP Semiconductors N.V. (1)	8-K	000-19528/ 18623109	2/20/2018	2.1	
2.7	Amendment No. 2, dated April 19, 2018, to Purchase Agreement, dated as of October 27, 2016, by and between Qualcomm River Holdings B.V. and NXP Semiconductors N.V., as amended by Amendment No. 1 to the Purchase Agreement, dated as of February 20, 2018, by and between Qualcomm River Holdings B.V. and NXP Semiconductors N.V. (1)	8-K	000-19528/ 18762502	4/19/2018	2.1	
3.1	Amended and Restated Certificate of Incorporation.	8-K	000-19528/ 18766678	4/20/2018	3.1	
3.2	Amended and Restated Bylaws.	8-K	000-19528/ 18766678	4/20/2018	3.2	
4.1	Indenture, dated May 20, 2015, between the Company and U.S. Bank National Association, as trustee.	8-K	000-19528/ 15880967	5/21/2015	4.1	
4.2	Officers' Certificate, dated May 20, 2015, for the Floating Rate Notes due 2018, the Floating Rate Notes due 2020, the 1.400% Notes due 2018, the 2.250% Notes due 2020, the 3.000% Notes due 2022, the 3.450% Notes due 2025, the 4.650% Notes due 2035 and the 4.800% Notes due 2045.	8-K	000-19528/ 15880967	5/21/2015	4.2	
4.3	Form of Floating Rate Notes due 2018.	8-K	000-19528/ 15880967	5/21/2015	4.3	
4.4	Form of Floating Rate Notes due 2020.	8-K	000-19528/ 15880967	5/21/2015	4.4	
4.5	Form of 1.400% Notes due 2018.	8-K	000-19528/ 15880967	5/21/2015	4.5	
4.6	Form of 2.250% Notes due 2020.	8-K	000-19528/ 15880967	5/21/2015	4.6	
4.7	Form of 3.000% Notes due 2022.	8-K	000-19528/ 15880967	5/21/2015	4.7	
4.8	Form of 3.450% Notes due 2025.	8-K	000-19528/ 15880967	5/21/2015	4.8	

Exhibit Number	Exhibit Description	Form	File No./ Film No.	Date of First Filing	Exhibit Number	Filed Herewith
4.9	Form of 4.650% Notes due 2035.	8-K	000-19528/ 15880967	5/21/2015	4.9	
4.10	Form of 4.800% Notes due 2045.	8-K	000-19528/ 15880967	5/21/2015	4.10	
4.11	Officers' Certificate, dated May 26, 2017, for the Floating Rate Notes due 2019, the Floating Rate Notes due 2020, the Floating Rate Notes due 2023, the 1.850% Notes due 2019, the 2.100% Notes due 2020, the 2.600% Notes due 2023, the 2.900% Notes due 2024, the 3.250% Notes due 2027 and the 4.300% Notes due 2047.	8-K	000-19528/ 17882336	5/31/2017	4.2	
4.12	Form of Floating Rate Notes due 2019.	8-K	000-19528/ 17882336	5/31/2017	4.3	
4.13	Form of Floating Rate Notes due 2020.	8-K	000-19528/ 17882336	5/31/2017	4.4	
4.14	Form of Floating Rate Notes due 2023.	8-K	000-19528/ 17882336	5/31/2017	4.5	
4.15	Form of 1.850% Notes due 2019.	8-K	000-19528/ 17882336	5/31/2017	4.6	
4.16	Form of 2.100% Notes due 2020.	8-K	000-19528/ 17882336	5/31/2017	4.7	
4.17	Form of 2.600% Notes due 2023.	8-K	000-19528/ 17882336	5/31/2017	4.8	
4.18	Form of 2.900% Notes due 2024.	8-K	000-19528/ 17882336	5/31/2017	4.9	
4.19	Form of 3.250% Notes due 2027.	8-K	000-19528/ 17882336	5/31/2017	4.10	
4.20	Form of 4.300% Notes due 2047.	8-K	000-19528/ 17882336	5/31/2017	4.11	
10.45	Waiver and Consent No. 2, dated as of February 26, 2018, among QUALCOMM Incorporated, the lenders party thereto and Goldman Sachs Bank USA, as administrative agent.	8-K	000-19528/ 18662702	3/2/2018	1.1	
10.46	Credit Agreement among QUALCOMM Incorporated, the lenders party thereto and Goldman Sachs Bank USA, as administrative agent, dated as of March 6, 2018.	8-K	000-19528/ 18678483	3/9/2018	10.1	
10.47	Amendment No. 1, dated as of April 20, 2018, among QUALCOMM Incorporated, the lenders party thereto and Goldman Sachs Bank USA, as administrative agent, to the Credit Agreement dated as of November 8, 2016, among QUALCOMM Incorporated, the lenders party thereto and Goldman Sachs Bank USA, as administrative agent.	8-K	000-19528/ 18771694	4/24/2018	10.1	
10.48	Amendment No. 1, dated as April 20, 2018, among QUALCOMM Incorporated, the lenders party thereto and Goldman Sachs Bank USA, as administrative agent, to the Credit Agreement dated as of March 6, 2018, among QUALCOMM Incorporated, the lenders party thereto and Goldman Sachs Bank USA, as administrative agent.	8-K	000-19528/ 18771694	4/24/2018	10.2	
10.49	Tender and Support Agreement, dated as of February 20, 2018, by and among Qualcomm River Holdings B.V., Arrowgrass Master Fund Ltd. and Arrowgrass Customised Solutions I Limited.	8-K	000-19528/ 18623109	2/20/2018	10.1	
10.50	Tender and Support Agreement, dated as of February 20, 2018, by and among Qualcomm River Holdings B.V., D. E. Shaw Valence Portfolios, L.L.C., D. E. Shaw Kalon Portfolios, L.L.C., D. E. Shaw Orienteer Portfolios, L.L.C., D. E. Shaw Oculus Portfolios, L.L.C., D. E. Shaw Orienteer X Portfolios, L.L.C. and D. E. Shaw Asymptote Portfolios, L.L.C.	8-K	000-19528/ 18623109	2/20/2018	10.2	
10.51	Tender and Support Agreement, dated as of February 20, 2018, by and among Qualcomm River Holdings B.V., Davidson Kempner International Ltd., Davidson Kempner Institutional Partners, L.P., Davidson Kempner Partners and M.H. Davidson & Co.	8-K	000-19528/ 18623109	2/20/2018	10.3	

Exhibit Number	Exhibit Description	Form	File No./ Film No.	Date of First Filing	Exhibit Number	Filed Herewith
10.52	Tender and Support Agreement, dated as of February 20, 2018, by and among Qualcomm River Holdings B.V., Elliott Associates, L.P., Elliott Associates International, L.P. and Elliott International Capital Advisors Inc.	8-K	000-19528/ 18623109	2/20/2018	10.4	
10.53	Tender and Support Agreement, dated as of February 20, 2018, by and among Qualcomm River Holdings B.V., Farallon Capital Partners, L.P., Farallon Capital Institutional Partners, L.P., Farallon Capital Institutional Partners V, L.P., Farallon Capital Institutional Partners II, L.P., Farallon Capital Offshore Investors II, L.P., Farallon Capital F5 Master I, L.P., Farallon Capital (AM) Investors, L.P. and Farallon Capital Institutional Partners III, L.P.	8-K	000-19528/ 18623109	2/20/2018	10.5	
10.54	Tender and Support Agreement, dated as of February 20, 2018, by and among Qualcomm River Holdings B.V., HBK Master Fund L.P. and HBK Merger Strategies Master Fund L.P.	8-K	000-19528/ 18623109	2/20/2018	10.6	
10.55	Tender and Support Agreement, dated as of February 20, 2018, by and among Qualcomm River Holdings B.V. and Pentwater Capital Management LP.	8-K	000-19528/ 18623109	2/20/2018	10.7	
10.56	Tender and Support Agreement, dated as of February 20, 2018, by and among Qualcomm River Holdings B.V., Soroban Master Fund LP and Soroban Opportunities Master Fund LP.	8-K	000-19528/ 18623109	2/20/2018	10.8	
10.57	Tender and Support Agreement, dated as of February 20, 2018, by and among Qualcomm River Holdings B.V. and TIG Advisors, LLC.	8-K	000-19528/ 18623109	2/20/2018	10.9	
10.58	Form of 2016 Long-Term Incentive Plan Non-Employee Director Deferred Stock Unit Grant Notice and Non-Employee Director Deferred Stock Unit Agreement for Non-Employee Directors in Singapore. (2)					X
10.59	Form of 2016 Long-Term Incentive Plan Non-Employee Director Deferred Stock Unit Grant Notice and Non-Employee Director Deferred Stock Unit Agreement for Non-Employee Directors in Spain. (2)					X
10.60	Form of 2016 Long-Term Incentive Plan Non-Employee Director Deferred Stock Unit Grant Notice and Non-Employee Director Deferred Stock Unit Agreement. (2)					X
10.61	Qualcomm Incorporated Amended and Restated 2018 Director Compensation Plan. (2)					X
10.62	Amended and Restated QUALCOMM Incorporated 2001 Employee Stock Purchase Plan, as amended. (2)					X
31.1	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 for Steve Mollenkopf.					X
31.2	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 for George S. Davis.					X
32.1	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, for Steve Mollenkopf.					X
32.2	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, for George S. Davis.					X
101.INS	XBRL Instance Document.					X
101.SCH	XBRL Taxonomy Extension Schema.					X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase.					X
101.LAB	XBRL Taxonomy Extension Labels Linkbase.					X
101.PRE	XBRL Taxonomy Extension Presentation Linkbase.					X
101.DEF	XBRL Taxonomy Extension Definition Linkbase.					X

(1) The Company shall furnish supplementally a copy of any omitted schedule to the Commission upon request.

(2) Indicates management contract or compensatory plan or arrangement required to be identified pursuant to Item 15(a).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

QUALCOMM Incorporated

/s/ George S. Davis

George S. Davis
Executive Vice President and Chief Financial Officer

Dated: April 25, 2018

EXHIBIT 10.58

QUALCOMM INCORPORATED
2016 LONG-TERM INCENTIVE PLAN
NON-EMPLOYEE DIRECTOR DEFERRED STOCK UNIT GRANT NOTICE
FOR NON-EMPLOYEE DIRECTORS IN SINGAPORE

QUALCOMM Incorporated (the "Company"), pursuant to its 2016 Long-Term Incentive Plan (the "Plan") hereby grants to the Participant named below the number of Deferred Stock Units set forth below, each of which is a bookkeeping entry representing the equivalent in value of one (1) share of the Company's common stock. The Non-Employee Director Deferred Stock Unit Award is subject to all of the terms and conditions as set forth herein and the Non-Employee Director Deferred Stock Unit Agreement for Non-Employee Directors in Singapore (the "Agreement") (attached hereto) and the Plan which are incorporated herein in their entirety. Capitalized terms not otherwise defined in this Grant Notice or the Agreement shall have the meaning set forth in the Plan.

Participant: «First_Name» «Last_Name» Grant No.: «Number»
Emp #: «ID» Shares Subject to Deferred Stock Unit:
«Shares_Granted»

Date of Grant: «DSU_Date»

Vesting Dates

This Deferred Stock Unit Award is fully vested on the Date of Grant.

Specified Settlement Date

The Specified Settlement Date shall be **[*for annual grants made in connection with an annual meeting specify date that is (1) 3 years from Date of Grant or (2) the later date specified in a valid election*][*for grants made to directors appointed between annual meetings, specify date that is (1) the third anniversary of the most recent annual meeting or (2) the later date specified in a valid election*]**. However, as provided in Section 2.1 of the Deferred Stock Unit Agreement, these Deferred Stock Units may be settled earlier upon certain other events.

Additional Terms/Acknowledgments: The Participant acknowledges (in the form determined by the Company) receipt of, and represents that the Participant has read, understands, accepts and agrees to the terms and conditions of the following: this Grant Notice, the Agreement and the Plan (including, but not limited to, the binding arbitration provision in Section 3.7 of the Plan). Participant hereby accepts the Deferred Stock Unit Award subject to all of its terms and conditions and further acknowledges that as of the Date of Grant, this Grant Notice, the Agreement and the Plan set forth the entire understanding between the Participant and the Company regarding the acquisition of stock in the Company and supersede all prior oral and written agreements pertaining to this particular Deferred Stock Unit Award.

QUALCOMM Incorporated:	**Non-Employee Director:**
By: /s/ Steven M. Mollenkopf	
Steven M. Mollenkopf	Signature
Chief Executive Officer	
Dated: «DSU_Date»	Date:

Attachment: Non-Employee Director Deferred Stock Unit Agreement for Non-Employee Directors in Singapore (DSU Annual Singapore A8-A)

QUALCOMM INCORPORATED
2016 LONG-TERM INCENTIVE PLAN
NON-EMPLOYEE DIRECTOR DEFERRED STOCK UNIT AGREEMENT
FOR NON-EMPLOYEE DIRECTORS IN SINGAPORE

Pursuant to the Grant Notice and this Non-Employee Director Deferred Stock Unit Agreement for Non-Employee Directors in Singapore (the "Agreement"), Qualcomm Incorporated (the "Company") has granted you a Deferred Stock Unit Award with respect to the number of shares of the Company's common stock ("Stock") indicated in the Grant Notice. Capitalized terms not explicitly defined in this Agreement but defined in the Qualcomm Incorporated 2016 Long-Term Incentive Plan (the "Plan") shall have the same definitions as in the Plan.

The details of this Deferred Stock Unit Award are as follows:

1. SERVICE AND VESTING.

1.1 SERVICE. As provided in the Plan and notwithstanding any other provision of this Agreement, the Company reserves the right, in its sole discretion, to determine when your Service has terminated.

1.2 VESTING. Except as otherwise provided in the Plan or this Agreement, this Deferred Stock Unit Award will vest on the Vesting Dates set out in the Grant Notice (the "Vesting Dates"). Except as otherwise expressly set forth in the Grant Notice, in the event of the termination of your Service for any reason, whether voluntary or involuntary, all unvested Deferred Stock Units shall be immediately forfeited without consideration. Unless and until the Deferred Stock Units vest on the applicable Vesting Dates, you will have no right to payment of any such Deferred Stock Units.

2. SETTLEMENT OF THE DEFERRED STOCK UNITS.

2.1 SETTLEMENT DATE. The "Settlement Date" of your vested Deferred Stock Units shall be the earliest to occur of the following: (a) the Specified Settlement Date set out on the Grant Notice, or such later date as you may elect in accordance with Section 409A of the United States Internal Revenue Code of 1986, as amended (the "Code"); (b) your death; (c) your Disability, to the extent such Disability constitutes a "disability" pursuant to Section 409A of the Code; or (d) a Change in Control, to the extent such Change in Control occurs after the Date of Grant specified in the Grant Notice and constitutes a "change in ownership or effective control of the corporation" with respect to the Company pursuant to Section 409A of the Code.

2.2 TIME AND FORM OF PAYMENT. Your vested Deferred Stock Units shall be paid in whole shares of Stock (in cash as to fractional shares) on, or as soon as practicable following, but in no event later than thirty (30) days after, the Settlement Date, except as otherwise specified below. To assist you in satisfying federal, state, local, or non-U.S. income tax or social insurance obligations arising from your Deferred Stock Unit Award, the Company will allow you to make a one-time irrevocable election no later than (60) days after the Date of Grant specified in the Grant Notice, authorizing the Company to pay cash in lieu of Stock with respect to a percentage of the Deferred Stock Units equal to (i) if you are subject to U.S. income tax, the sum of (a) the federal tax rate for supplemental wages in effect under Section 1(i)(2) of the Code and (b) the California tax rate for supplemental wages other than stock options and bonus payments in effect under Section 18663(b)(1) of the Revenue and Taxation Code and/or (ii) if you are subject to any non-U.S. tax, any applicable non-U.S. income or social insurance taxes at the applicable rates in effect at the time of payment (such

applicable amounts referred to herein as the "Tax Percentage"). The amount of cash paid in lieu of such shares of Stock shall be equal to (i) the number of Deferred Stock Units (rounded up to the nearest whole Deferred Stock Unit) corresponding to the Tax Percentage, multiplied by (ii) if the Stock is listed on a national or regional securities exchange or market system, the closing price of a share of Stock as quoted on such national or regional securities exchange or market system constituting the primary market for the Stock on the last trading day prior to the Settlement Date, or, if the Stock is not listed on a national or regional securities exchange or market system, the price of a share of Stock as determined by the Committee in good faith without regard to any restriction other than a restriction which, by its terms, will never lapse (the price determined under this clause (ii) being hereinafter referred to for purposes of this Agreement as the "Fair Market Value of the Stock"). Any election to receive a portion of the Deferred Stock Unit Award paid in cash as specified in this Section 2.2 shall not be effective with respect to any Settlement Date that occurs within six (6) months after the later of the date of the election or the Date of the Grant specified in the Grant Notice.

3. TAX WITHHOLDING. As a non-employee Director of the Company, you should report any income you derive from the Deferred Stock Unit Award and pay all applicable income taxes and social insurance contributions on such income. Notwithstanding the foregoing, in the event that a Participating Company has any income tax, social insurance contribution, payroll tax or other tax-related withholding ("Tax-Related Items") obligation with respect to the income you derive from the Deferred Stock Unit Award, you authorize the Participating Company, at its discretion, to withhold all applicable Tax-Related Items legally payable by you by withholding in shares of Stock. In the event that the Company cannot legally satisfy the Tax-Related Items obligations by such withholding in Shares, the Company shall be entitled to withhold all applicable Tax-Related Items legally payable by you by one or a combination of the following methods: (i) withholding from cash compensation payable to you by the Company or (ii) arranging for the sale of shares of Stock acquired upon payment of the Deferred Stock Unit Award (on your behalf and at your direction pursuant to this authorization). Finally, you agree to pay on demand to the Participating Company any amount of Tax-Related Items that the Participating Company may be required to withhold as a result of your participation in the Plan or the payment of shares of Stock that cannot be satisfied by the means previously described.

4. TAX ADVICE. You acknowledge that you may be subject to federal, state, local, and non-U.S. income tax and social insurance obligations arising from your Deferred Stock Unit Award. You represent, warrant and acknowledge that the Company has made no warranties or representations to you with respect to the income tax or social insurance consequences of the transactions contemplated by this Agreement, and you are in no manner relying on the Company or its representatives for an assessment of such tax consequences. YOU UNDERSTAND THAT THE TAX AND SOCIAL INSURANCE LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. YOU SHOULD CONSULT YOUR OWN TAX ADVISOR REGARDING THE TAX AND SOCIAL INSURANCE TREATMENT OF ANY DEFERRED STOCK UNITS. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING TAXPAYER PENALTIES.

5. DIVIDEND EQUIVALENTS. If the Board declares a cash dividend on the Company's Stock, you will be entitled to Dividend Equivalents in the form, payable on the terms and at such times as provided in Section 11.2(b)(i) of the Plan.

6. RESTRICTIONS ON SALE AND TRANSFERABILITY. You hereby agree that any shares of Stock acquired pursuant to this Deferred Stock Unit Award will not be offered for sale in Singapore prior to the six-month anniversary of the Date of Grant, unless such sale or offer is made pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the Securities and Futures Act (Chap. 289, 2006 Ed.) ("SFA").

7. SECURITIES LAW COMPLIANCE. Notwithstanding anything to the contrary contained herein, no shares of Stock will be issued to you upon vesting and settlement of this Deferred Stock Unit Award unless the Stock is then registered under the Securities Act or, if such Stock is not then so registered, the Company has determined that such vesting and issuance would be exempt from the registration requirements of the Securities Act. By accepting the Deferred Stock Unit Award, you agree not to sell any of the shares of Stock received under this Deferred Stock Unit Award at a time when applicable laws or Company policies prohibit a sale.

The Deferred Stock Unit Award is being made in reliance on section 273(1)(f) of the SFA, on which basis it is exempt from the prospectus and registration requirements under the SFA, and is not made with a view to the underlying shares of Stock being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

8. TRANSFERABILITY. Prior to the issuance of shares of Stock in settlement of a Deferred Stock Unit Award, the Award shall not be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment by your creditors or by your beneficiary, except (i) transfer by will or by the laws of descent and distribution or (ii) transfer by written designation of a beneficiary, in a form acceptable to the Company, with such designation taking effect upon your death. All rights with respect to the Deferred Stock Unit Award shall be exercisable during your lifetime only by you or your guardian or legal representative. Prior to actual payment of any Deferred Stock Units, such Deferred Stock Units will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

9. DEFERRED STOCK UNITS NOT A SERVICE CONTRACT. This Deferred Stock Unit Award is not an employment or service contract and nothing in this Agreement, the Grant Notice or the Plan shall be deemed to create in any way whatsoever any obligation on your part to continue in the service of a Participating Company, or of a Participating Company to continue your Service with the Participating Company. In addition, nothing in your Deferred Stock Unit Award shall obligate the Company, its stockholders, Board, Officers or Employees to continue any relationship which you might have as a Director or Consultant for the Company.

10. RESTRICTIVE LEGEND. Stock issued pursuant to the vesting and settlement of the Deferred Stock Units may be subject to such restrictions upon the sale, pledge or other transfer of the Stock as the Company and the Company's counsel deem necessary under applicable law or pursuant to this Agreement.

11. REPRESENTATIONS, WARRANTIES, COVENANTS, AND ACKNOWLEDGMENTS. You hereby agree that in the event the Company and the Company's counsel deem it necessary or advisable in the exercise of their discretion, the transfer or issuance of the shares of Stock issued pursuant to the Deferred Stock Units may be conditioned upon you making certain representations, warranties, and acknowledgments relating to compliance with applicable securities laws.

12. VOTING AND OTHER RIGHTS. Subject to the terms of this Agreement, you shall not have any voting rights or any other rights and privileges of a shareholder of the Company unless and until shares of Stock are issued upon payment of the Deferred Stock Units.

13. CODE SECTION 409A. It is the intent that the payment of Deferred Stock Units as set forth in this Agreement shall qualify for exemption from or comply with the requirements of Section 409A of the Code, and any ambiguities herein will be interpreted accordingly. The Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to

unilaterally amend or modify this Agreement as may be necessary to ensure that all payments provided for under this Agreement are made in a manner that qualifies for exemption from or complies with Section 409A of the Code; provided, however, that the Company makes no representation that the payments of Deferred Stock Units provided for under this Agreement will be exempt from or comply with Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to the payments of Deferred Stock Units provided for under this Agreement.

14. NOTICES. Any notices provided for in this Agreement, the Grant Notice or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

15. DATA PRIVACY. ***You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Agreement by and among, as necessary and applicable, the Participating Companies, for the exclusive purpose of implementing, administering and managing your participation in the Plan.***

You understand that the Company may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social security or insurance number or other identification number, salary, nationality, and any shares of stock or directorships held in the Company, and details of the Deferred Stock Units or any other entitlement to shares of Stock awarded, canceled, exercised, vested, unvested or outstanding in your favor ("Data"), for the purpose of implementing, administering and managing the Plan.

Participants residing outside the U.S, should understand the following: Data will be transferred to E*TRADE Financial Corporation and/or its affiliates (collectively, "E*TRADE"), or such other stock plan service provider as may be selected by Company in the future, which is assisting Company with the implementation, administration and management of the Plan. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting the Stock Administration department. You authorize the Company, E*TRADE, and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Stock Administration department. Further, you understand that you are providing the consents herein on a purely voluntary basis. You understand, however, that refusing or withdrawing your consent may affect your ability to participate in the Plan. If you do not consent, or if you later seek to revoke your consent, your status or service with the Company will not be adversely affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to grant you Deferred Stock Unit Awards or other awards or administer or maintain such awards.

For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact the Stock Administration department at QUALCOMM Incorporated, 5775 Morehouse Drive, San Diego, CA 92121.

16. NATURE OF GRANT. In accepting the Deferred Stock Unit Award, you acknowledge and agree that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan, the Agreement or the Grant Notice;

(b) the award of Deferred Stock Units is voluntary and occasional and does not create any contractual or other right to receive future awards of Deferred Stock Units, or benefits in lieu of Deferred Stock Units, even if Deferred Stock Units or other Awards have been awarded in the past;

(c) all decisions with respect to future Awards, if any, will be at the sole discretion of the Company;

(d) your participation in the Plan is voluntary;

(e) the future value of the underlying shares of Stock is unknown and cannot be predicted with certainty;

(f) no claim or entitlement to compensation or damages shall arise from forfeiture of the Deferred Stock Units resulting from termination of your Service (for any reason whatsoever), and in consideration of the grant of the Deferred Stock Units, you agree not to institute any claim against the Company, any Subsidiary Corporation or Affiliate;

(g) the Company is not providing any legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan or your acquisition or sale of the underlying shares of Stock;

(h) you are hereby advised to consult with your own personal legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan; and

(i) neither the Company nor any Participating Company is liable for any foreign exchange fluctuation between your local currency and the United States Dollar that may affect the value of this Deferred Stock Unit Award.

17. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California as if the Agreement were between California residents and as if it were entered into and to be performed entirely within the State of California.

18. IMPOSITION OF OTHER REQUIREMENTS. The Company reserves the right to impose other requirements on your participation in the Plan, on the Deferred Stock Units, and on any shares of Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

19. ARBITRATION. Any dispute or claim concerning any Deferred Stock Units granted (or not granted) pursuant to the Plan and any other disputes or claims relating to or arising out of the Plan shall be fully, finally and exclusively resolved by binding arbitration conducted by the American Arbitration Association pursuant to the commercial arbitration rules in San Diego, California. By accepting the Deferred Stock Unit Award, you and the Company waive your respective rights to have any such disputes or claims tried by a judge or jury.

20. AMENDMENT. Your Deferred Stock Unit Award may be amended as provided in the Plan at any time, provided no such amendment may adversely affect the Deferred Stock Unit Award without your consent unless such amendment is necessary to comply with any applicable law or government regulation, or is contemplated in Section 13 hereof. No amendment or addition to this Agreement shall be effective unless in writing or in such electronic form as may be designated by the Company.

21. GOVERNING PLAN DOCUMENT. Your Deferred Stock Unit Award is subject to this Agreement, the Grant Notice and all the provisions of the Plan, the provisions of which are hereby made a part of this Agreement, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of this Agreement, the Grant Notice and those of the Plan, the provisions of the Plan shall control.

22. SEVERABILITY. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

23. DESCRIPTION OF ELECTRONIC DELIVERY. The Plan documents, which may include but do not necessarily include: the Plan, the Grant Notice, this Agreement, and any reports of the Company provided generally to the Company's shareholders, may be delivered to you electronically. In addition, if permitted by the Company, you may deliver electronically the Grant Notice to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via electronic mail ("e-mail") or such other means of electronic delivery specified by the Company.

24. WAIVER. The waiver by the Company with respect to your (or any other Participant's) compliance of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach of such party of a provision of this Agreement.

QUALCOMM INCORPORATED
2016 LONG-TERM INCENTIVE PLAN
NON-EMPLOYEE DIRECTOR DEFERRED STOCK UNIT GRANT NOTICE
FOR NON-EMPLOYEE DIRECTORS IN SINGAPORE

QUALCOMM Incorporated (the "Company"), pursuant to its 2016 Long-Term Incentive Plan (the "Plan") hereby grants to the Participant named below the number of Deferred Stock Units set forth below, each of which is a bookkeeping entry representing the equivalent in value of one (1) share of the Company's common stock. The Non-Employee Director Deferred Stock Unit Award is subject to all of the terms and conditions as set forth herein and the Non-Employee Director Deferred Stock Unit Agreement for Non-Employee Directors in Singapore ("Agreement") (attached hereto) and the Plan which are incorporated herein in their entirety. Capitalized terms not otherwise defined in this Grant Notice or the Agreement shall have the meaning set forth in the Plan.

Participant: «First_Name» «Last_Name» Grant No.: «Number»
Emp #: «ID» Shares Subject to Deferred Stock Unit:
«Shares_Granted»

Date of Grant: «DSU_Date»

Vesting Dates

This Deferred Stock Unit Award is fully vested on the Date of Grant.

Specified Settlement Dates

The Specified Settlement Date shall be [***for annual grants made in connection with an annual meeting specify date that is (1) 3 years from the Date of Grant or (2) the later date specified in a valid election***]. However, as provided in Section 2.1 of the Deferred Stock Unit Agreement, these Deferred Stock Units may be settled earlier upon the termination of the Participant's Board service and certain other events.

Additional Terms/Acknowledgments: The Participant acknowledges (in the form determined by the Company) receipt of, and represents that the Participant has read, understands, accepts and agrees to the terms and conditions of the following: this Grant Notice, the Agreement and the Plan (including, but not limited to, the binding arbitration provision in Section 3.7 of the Plan). Participant hereby accepts the Deferred Stock Unit Award subject to all of its terms and conditions and further acknowledges that as of the Date of Grant, this Grant Notice, the Agreement and the Plan set forth the entire understanding between the Participant and the Company regarding the acquisition of stock in the Company and supersede all prior oral and written agreements pertaining to this particular Deferred Stock Unit Award.

QUALCOMM Incorporated:	**Non-Employee Director:**
By: /s/ Steven M. Mollenkopf	
Steven M. Mollenkopf	Signature
Chief Executive Officer	
Dated: «DSU_Date»	Date:

Attachment: Non-Employee Director Deferred Stock Unit Agreement for Non-Employee Directors in Singapore – (DSU Quarterly Singapore A8-Q)

QUALCOMM INCORPORATED
2016 LONG-TERM INCENTIVE PLAN
NON-EMPLOYEE DIRECTOR DEFERRED STOCK UNIT AGREEMENT
FOR NON-EMPLOYEE DIRECTORS IN SINGAPORE

Pursuant to the Grant Notice and this Non-Employee Director Deferred Stock Unit Agreement for Non-Employee Directors in Singapore (the "Agreement"), Qualcomm Incorporated (the "Company") has granted you a Deferred Stock Unit Award with respect to the number of shares of the Company's common stock ("Stock") indicated in the Grant Notice. Capitalized terms not explicitly defined in this Agreement but defined in the Qualcomm Incorporated 2016 Long-Term Incentive Plan (the "Plan") shall have the same definitions as in the Plan.

The details of this Deferred Stock Unit Award are as follows:

1. SERVICE AND VESTING.

1.1 SERVICE. As provided in the Plan and notwithstanding any other provision of this Agreement, the Company reserves the right, in its sole discretion, to determine when your Service has terminated.

1.2 VESTING. Except as otherwise provided in the Plan or this Agreement, this Deferred Stock Unit Award will vest on the Vesting Dates set out in the Grant Notice (the "Vesting Dates"). Except as otherwise expressly set forth in the Grant Notice, in the event of the termination of your Service for any reason, whether voluntary or involuntary, all unvested Deferred Stock Units shall be immediately forfeited without consideration. Unless and until the Deferred Stock Units vest on the applicable Vesting Dates, you will have no right to payment of any such Deferred Stock Units.

2. SETTLEMENT OF THE DEFERRED STOCK UNITS.

2.1 SETTLEMENT DATE. The "Settlement Date" of your vested Deferred Stock Units shall be the earliest to occur of the following: (a) the Specified Settlement Date set out on the Grant Notice, or such later date as you may elect in accordance with Section 409A of the United States Internal Revenue Code of 1986, as amended (the "Code"); (b) your separation from Service, to the extent such separation constitutes a "separation from service" pursuant to Section 409A of the Code; (c) your death; (d) your Disability, to the extent such Disability constitutes a "disability" pursuant to Section 409A of the Code; or (e) a Change in Control, to the extent such Change in Control occurs after the Date of Grant specified in the Grant Notice and constitutes a "change in ownership or effective control of the corporation" with respect to the Company pursuant to Section 409A of the Code.

2.2 TIME AND FORM OF PAYMENT. Your vested Deferred Stock Units shall be paid in whole shares of Stock (in cash as to fractional shares) on, or as soon as practicable following, but in no event later than thirty (30) days after, the Settlement Date, except as otherwise specified below. To assist you in satisfying federal, state, local, or non-U.S. income tax or social insurance obligations arising from your Deferred Stock Unit Award, the Company will allow you to make a one-time irrevocable election no later than (60) days after the Date of Grant specified in the Grant Notice, authorizing the Company to pay cash in lieu of Stock with respect to a percentage of the Deferred Stock Units equal to (i) if you are subject to U.S. income tax, the sum of (a) the federal tax rate for supplemental wages in effect under Section 1(i)(2) of the Code and (b) the California tax rate for supplemental wages other than stock options and bonus payments in effect under Section 18663(b)

(1) of the Revenue and Taxation Code and/or (ii) if you are subject to any non-U.S. tax, any applicable non-U.S. income or social insurance taxes at the applicable rates in effect at the time of payment (such applicable amounts referred to herein as the "Tax Percentage"). The amount of cash paid in lieu of such shares of Stock shall be equal to (i) the number of Deferred Stock Units (rounded up to the nearest whole Deferred Stock Unit) corresponding to the Tax Percentage, multiplied by (ii) if the Stock is listed on a national or regional securities exchange or market system, the closing price of a share of Stock as quoted on such national or regional securities exchange or market system constituting the primary market for the Stock on the last trading day prior to the Settlement Date, or, if the Stock is not listed on a national or regional securities exchange or market system, the price of a share of Stock as determined by the Committee in good faith without regard to any restriction other than a restriction which, by its terms, will never lapse (the price determined under this clause (ii) being hereinafter referred to for purposes of this Agreement as the "Fair Market Value of the Stock"). Any election to receive a portion of the Deferred Stock Unit Award paid in cash as specified in this Section 2.2 shall not be effective with respect to any Settlement Date that occurs within six (6) months after the later of the date of the election or the Date of the Grant specified in the Grant Notice.

3. TAX WITHHOLDING. As a non-employee Director of the Company, you should report any income you derive from the Deferred Stock Unit Award and pay all applicable income taxes and social insurance contributions on such income. Notwithstanding the foregoing, in the event that a Participating Company has any income tax, social insurance contribution, payroll tax or other tax-related withholding ("Tax-Related Items") obligation with respect to the income you derive from the Deferred Stock Unit Award, you authorize the Participating Company, at its discretion, to withhold all applicable Tax-Related Items legally payable by you by withholding in shares of Stock. In the event that the Company cannot legally satisfy the Tax-Related Items obligations by such withholding in shares, the Company shall be entitled to withhold all applicable Tax-Related Items legally payable by you by one or a combination of the following methods: (i) withholding from cash compensation payable to you by the Company or (ii) arranging for the sale of shares of Stock acquired upon payment of the Deferred Stock Unit Award (on your behalf and at your direction pursuant to this authorization). Finally, you agree to pay on demand to the Participating Company any amount of Tax-Related Items that the Participating Company may be required to withhold as a result of your participation in the Plan or the payment of shares of Stock that cannot be satisfied by the means previously described.

4. TAX ADVICE. You acknowledge that you may be subject to federal, state, local, and non-U.S. income tax and social insurance obligations arising from your Deferred Stock Unit Award. You represent, warrant and acknowledge that the Company has made no warranties or representations to you with respect to the income tax or social insurance consequences of the transactions contemplated by this Agreement, and you are in no manner relying on the Company or its representatives for an assessment of such tax consequences. YOU UNDERSTAND THAT THE TAX AND SOCIAL INSURANCE LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. YOU SHOULD CONSULT YOUR OWN TAX ADVISOR REGARDING THE TAX AND SOCIAL INSURANCE TREATMENT OF ANY DEFERRED STOCK UNITS. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING TAXPAYER PENALTIES.

5. DIVIDEND EQUIVALENTS. If the Board declares a cash dividend on the Company's Stock, you will be entitled to Dividend Equivalents in the form, payable on the terms and at such times as provided in Section 11.2(b)(i) of the Plan.

6. RESTRICTIONS ON SALE AND TRANSFERABILITY. You hereby agree that any shares of Stock acquired pursuant to this Deferred Stock Unit Award will not be offered for sale in Singapore prior to the six-month anniversary of the Date of Grant, unless such sale or offer is made

pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the Securities and Futures Act (Chap. 289, 2006 Ed.) ("SFA").

7. SECURITIES LAW COMPLIANCE. Notwithstanding anything to the contrary contained herein, no shares of Stock will be issued to you upon vesting and settlement of this Deferred Stock Unit Award unless the Stock is then registered under the Securities Act or, if such Stock is not then so registered, the Company has determined that such vesting and issuance would be exempt from the registration requirements of the Securities Act. By accepting the Deferred Stock Unit Award, you agree not to sell any of the shares of Stock received under this Deferred Stock Unit Award at a time when applicable laws or Company policies prohibit a sale.

The Deferred Stock Unit Award is being made in reliance on section 273(1)(f) of the SFA, on which basis it is exempt from the prospectus and registration requirements under the SFA, and is not made with a view to the underlying shares of Stock being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

8. TRANSFERABILITY. Prior to the issuance of shares of Stock in settlement of a Deferred Stock Unit Award, the Award shall not be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment by your creditors or by your beneficiary, except (i) transfer by will or by the laws of descent and distribution or (ii) transfer by written designation of a beneficiary, in a form acceptable to the Company, with such designation taking effect upon your death. All rights with respect to the Deferred Stock Unit Award shall be exercisable during your lifetime only by you or your guardian or legal representative. Prior to actual payment of any Deferred Stock Units, such Deferred Stock Units will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

9. DEFERRED STOCK UNITS NOT A SERVICE CONTRACT. This Deferred Stock Unit Award is not an employment or service contract and nothing in this Agreement, the Grant Notice or the Plan shall be deemed to create in any way whatsoever any obligation on your part to continue in the service of a Participating Company, or of a Participating Company to continue your Service with the Participating Company. In addition, nothing in your Deferred Stock Unit Award shall obligate the Company, its stockholders, Board, Officers or Employees to continue any relationship which you might have as a Director or Consultant for the Company.

10. RESTRICTIVE LEGEND. Stock issued pursuant to the vesting and settlement of the Deferred Stock Units may be subject to such restrictions upon the sale, pledge or other transfer of the Stock as the Company and the Company's counsel deem necessary under applicable law or pursuant to this Agreement.

11. REPRESENTATIONS, WARRANTIES, COVENANTS, AND ACKNOWLEDGMENTS. You hereby agree that in the event the Company and the Company's counsel deem it necessary or advisable in the exercise of their discretion, the transfer or issuance of the shares of Stock issued pursuant to the Deferred Stock Units may be conditioned upon you making certain representations, warranties, and acknowledgments relating to compliance with applicable securities laws.

12. VOTING AND OTHER RIGHTS. Subject to the terms of this Agreement, you shall not have any voting rights or any other rights and privileges of a shareholder of the Company unless and until shares of Stock are issued upon payment of the Deferred Stock Units.

13. CODE SECTION 409A. It is the intent that the payment of Deferred Stock Units as set forth in this Agreement shall qualify for exemption from or comply with the requirements of Section 409A of the Code, and any ambiguities herein will be interpreted accordingly. The Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that all payments provided for under this Agreement are made in a manner that qualify for exemption from or comply with Section 409A of the Code; provided, however, that the Company makes no representation that the payments of Deferred Stock Units provided for under this Agreement will be exempt from or comply with Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to the payments of Deferred Stock Units provided for under this Agreement.

14. NOTICES. Any notices provided for in this Agreement, the Grant Notice or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

15. DATA PRIVACY. ***You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Agreement by and among, as necessary and applicable, the Participating Companies, for the exclusive purpose of implementing, administering and managing your participation in the Plan.***

You understand that the Company may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social security or insurance number or other identification number, salary, nationality, and any shares of stock or directorships held in the Company, and details of the Deferred Stock Units or any other entitlement to shares of Stock awarded, canceled, exercised, vested, unvested or outstanding in your favor ("Data"), for the purpose of implementing, administering and managing the Plan.

Participants residing outside the U.S, should understand the following: Data will be transferred to E*TRADE Financial Corporation and/or its affiliates (collectively, "E*TRADE"), or such other stock plan service provider as may be selected by Company in the future, which is assisting Company with the implementation, administration and management of the Plan. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting the Stock Administration department. You authorize the Company, E*TRADE, and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Stock Administration department. Further, you understand that you are providing the consents herein on a purely voluntary basis. You understand, however, that refusing or withdrawing your consent may affect your ability to participate in the Plan. If you do not consent, or if you later seek to revoke your consent, your status or service with the Company will not be adversely affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to grant you Deferred Stock Unit Awards or other awards or administer or maintain such awards.

For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact the Stock Administration department at QUALCOMM Incorporated, 5775 Morehouse Drive, San Diego, CA 92121.

16. NATURE OF GRANT. In accepting the Deferred Stock Unit Award, you acknowledge and agree that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan, the Agreement or the Grant Notice;

(b) the award of Deferred Stock Units is voluntary and occasional and does not create any contractual or other right to receive future awards of Deferred Stock Units, or benefits in lieu of Deferred Stock Units, even if Deferred Stock Units or other Awards have been awarded in the past;

(c) all decisions with respect to future Awards, if any, will be at the sole discretion of the Company;

(d) your participation in the Plan is voluntary;

(e) the future value of the underlying shares of Stock is unknown and cannot be predicted with certainty;

(f) no claim or entitlement to compensation or damages shall arise from forfeiture of the Deferred Stock Units resulting from termination of your Service (for any reason whatsoever), and in consideration of the grant of the Deferred Stock Units, you agree not to institute any claim against the Company, any Subsidiary Corporation or Affiliate;

(g) the Company is not providing any legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan or your acquisition or sale of the underlying shares of Stock;

(h) you are hereby advised to consult with your own personal legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan; and

(i) neither the Company nor any Participating Company is liable for any foreign exchange fluctuation between your local currency and the United States Dollar that may affect the value of this Deferred Stock Unit Award.

17. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California as if the Agreement were between California residents and as if it were entered into and to be performed entirely within the State of California.

18. IMPOSITION OF OTHER REQUIREMENTS. The Company reserves the right to impose other requirements on your participation in the Plan, on the Deferred Stock Units, and on any shares of Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

19. ARBITRATION. Any dispute or claim concerning any Deferred Stock Units granted (or not granted) pursuant to the Plan and any other disputes or claims relating to or arising out of the

Plan shall be fully, finally and exclusively resolved by binding arbitration conducted by the American Arbitration Association pursuant to the commercial arbitration rules in San Diego, California. By accepting the Deferred Stock Unit Award, you and the Company waive your respective rights to have any such disputes or claims tried by a judge or jury.

20. AMENDMENT. Your Deferred Stock Unit Award may be amended as provided in the Plan at any time, provided no such amendment may adversely affect the Deferred Stock Unit Award without your consent unless such amendment is necessary to comply with any applicable law or government regulation, or is contemplated in Section 13 hereof. No amendment or addition to this Agreement shall be effective unless in writing or in such electronic form as may be designated by the Company.

21. GOVERNING PLAN DOCUMENT. Your Deferred Stock Unit Award is subject to this Agreement, the Grant Notice and all the provisions of the Plan, the provisions of which are hereby made a part of this Agreement, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of this Agreement, the Grant Notice and those of the Plan, the provisions of the Plan shall control.

22. SEVERABILITY. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

23. DESCRIPTION OF ELECTRONIC DELIVERY. The Plan documents, which may include but do not necessarily include: the Plan, the Grant Notice, this Agreement, and any reports of the Company provided generally to the Company's shareholders, may be delivered to you electronically. In addition, if permitted by the Company, you may deliver electronically the Grant Notice to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via electronic mail ("e-mail") or such other means of electronic delivery specified by the Company.

24. WAIVER. The waiver by the Company with respect to your (or any other Participant's) compliance of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach of such party of a provision of this Agreement.

EXHIBIT 10.59

QUALCOMM INCORPORATED
2016 LONG-TERM INCENTIVE PLAN
NON-EMPLOYEE DIRECTOR DEFERRED STOCK UNIT GRANT NOTICE
FOR NON-EMPLOYEE DIRECTORS IN SPAIN

QUALCOMM Incorporated (the "Company"), pursuant to its 2016 Long-Term Incentive Plan (the "Plan") hereby grants to the Participant named below the number of Deferred Stock Units set forth below, each of which is a bookkeeping entry representing the equivalent in value of one (1) share of the Company's common stock. The Non-Employee Director Deferred Stock Unit Award is subject to all of the terms and conditions as set forth herein and the Non-Employee Director Deferred Stock Unit Agreement for Directors in Spain (the "Agreement") (attached hereto) and the Plan which are incorporated herein in their entirety. Capitalized terms not otherwise defined in this Grant Notice or the Non-Employee Director Deferred Stock Unit Agreement shall have the meaning set forth in the Plan.

Participant: «First_Name» «Last_Name» Grant No.: «Number»
Emp #: «ID» Shares Subject to Deferred Stock Unit:
«Shares_Granted»

Date of Grant: «DSU_Date»

Vesting Dates

This Deferred Stock Unit Award is fully vested on the Date of Grant.

Specified Settlement Date

The Specified Settlement Date shall be **[*for annual grants made in connection with an annual meeting specify date that is (1) 3 years from Date of Grant or (2) the later date specified in a valid election*][*for grants made to directors appointed between annual meetings, specify date that is (1) the third anniversary of the most recent annual meeting or (2) the later date specified in a valid election*]**. However, as provided in Section 2.1 of the Deferred Stock Unit Agreement, these Deferred Stock Units may be settled earlier upon certain other events.

Additional Terms/Acknowledgments: The Participant acknowledges (in the form determined by the Company) receipt of, and represents that the Participant has read, understands, accepts and agrees to the terms and conditions of the following: this Grant Notice, the Agreement and the Plan (including, but not limited to, the binding arbitration provision in Section 3.7 of the Plan). Participant hereby accepts the Deferred Stock Unit Award subject to all of its terms and conditions and further acknowledges that as of the Date of Grant, this Grant Notice, the Agreement and the Plan set forth the entire understanding between the Participant and the Company regarding the acquisition of stock in the Company and supersede all prior oral and written agreements pertaining to this particular Deferred Stock Unit Award.

QUALCOMM Incorporated:	**Non-Employee Director:**
By: /s/ Steven M. Mollenkopf	
Steven M. Mollenkopf	Signature
Chief Executive Officer	
Dated: «DSU_Date»	Date:

Attachment: Non-Employee Director Deferred Stock Unit Agreement for Non-Employee Directors in Spain – (DSU Annual Spain A8-A)

QUALCOMM INCORPORATED
2016 LONG-TERM INCENTIVE PLAN
NON-EMPLOYEE DIRECTOR DEFERRED STOCK UNIT AGREEMENT
FOR NON-EMPLOYEE DIRECTORS IN SPAIN

Pursuant to the Grant Notice and this Non-Employee Director Deferred Stock Unit Agreement for Non-Employee Directors in Spain (the "Agreement"), Qualcomm Incorporated (the "Company") has granted you a Deferred Stock Unit Award with respect to the number of shares of the Company's common stock ("Stock") indicated in the Grant Notice. Capitalized terms not explicitly defined in this Agreement but defined in the Qualcomm Incorporated 2016 Long-Term Incentive Plan (the "Plan") shall have the same definitions as in the Plan.

The details of this Deferred Stock Unit Award are as follows:

1. SERVICE AND VESTING.

1.1 SERVICE. As provided in the Plan and notwithstanding any other provision of this Agreement, the Company reserves the right, in its sole discretion, to determine when your Service has terminated.

1.2 VESTING. Except as otherwise provided in the Plan or this Agreement, this Deferred Stock Unit Award will vest on the vesting dates provided in the Grant Notice (the "Vesting Dates"). Except as otherwise expressly set forth in the Grant Notice, in the event of the termination of your Service for any reason, whether voluntary or involuntary, all unvested Deferred Stock Units shall be immediately forfeited without consideration. Unless and until the Deferred Stock Units vest on the applicable Vesting Dates, you will have no right to payment of any such Deferred Stock Units.

2. SETTLEMENT OF THE DEFERRED STOCK UNITS.

2.1 SETTLEMENT DATE. The "Settlement Date" of your vested Deferred Stock Units shall be the earliest to occur of the following: (a) the Specified Settlement Date set out on the Grant Notice, or such later date as you may elect in accordance with Section 409A of the United States Internal Revenue Code of 1986, as amended (the "Code"); (b) your death; (c) your Disability, to the extent such Disability constitutes a "disability" pursuant to Section 409A of the Code; or (d) a Change in Control, to the extent such Change in Control occurs after the Date of Grant specified in the Grant Notice and constitutes a "change in ownership or effective control of the corporation" with respect to the Company pursuant to Section 409A of the Code.

2.2 FORM OF PAYMENT. Your vested Deferred Stock Units shall be paid in whole shares of Stock (in cash as to fractional shares) on, or as soon as practicable following, but in no event later than thirty (30) days after, the Settlement Date, except as otherwise specified below. To assist you in satisfying federal, state, local, or non-U.S. income tax or social insurance obligations arising from your Deferred Stock Unit Award, the Company will allow you to make a one-time irrevocable election no later than (60) days after the Date of Grant specified in the Grant Notice, authorizing the Company to pay cash in lieu of Stock with respect to a percentage of the Deferred Stock Units equal to the sum of any applicable U.S. and non-U.S. income tax or social insurance withholding rates (such sum referred to herein as the "Tax Percentage"). The amount of cash paid in lieu of such shares of Stock shall be equal to (i) the number of Deferred Stock Units (rounded up to the nearest whole Deferred Stock Unit) corresponding to the Tax Percentage, multiplied by (ii) if the Stock is listed on a national or regional securities exchange or market system, the closing price of a share of Stock as quoted on such national or regional securities exchange or market system constituting the

primary market for the Stock on the last trading day prior to the Settlement Date, or, if the Stock is not listed on a national or regional securities exchange or market system, the price of a share of Stock as determined by the Committee in good faith without regard to any restriction other than a restriction which, by its terms, will never lapse (the price determined under this clause (ii) being hereinafter referred to for purposes of this Agreement as the "Fair Market Value of the Stock"). Any election to receive a portion of the Deferred Stock Unit Award paid in cash as specified in this Section 2.2, shall not be effective with respect to any Settlement Date that occurs within six (6) months after the later of the date of the election or the Date of the Grant specified in the Grant Notice.

3. TAX WITHHOLDING. As a non-employee Director of the Company, you should report any income you derive from the Deferred Stock Unit Award and pay all applicable income taxes and social insurance contributions on such income. Notwithstanding the foregoing, in the event that a Participating Company has any income tax, social insurance contribution, payroll tax or other tax-related withholding ("Tax-Related Items") obligation with respect to the income you derive from the Deferred Stock Unit Award, you authorize the Participating Company, at its discretion, to withhold all applicable Tax-Related Items legally payable by you by withholding in shares of Stock. In the event that the Company cannot legally satisfy the Tax-Related Items obligations by such withholding in shares, the Company shall be entitled to withhold all applicable Tax-Related Items legally payable by you by one or a combination of the following methods: (i) withholding from cash compensation payable to you by the Company or (ii) arranging for the sale of shares of Stock acquired upon payment of the Deferred Stock Unit Award (on your behalf and at your direction pursuant to this authorization). Finally, you agree to pay on demand to the Participating Company any amount of Tax-Related Items that the Participating Company may be required to withhold as a result of your participation in the Plan or the payment of shares of Stock that cannot be satisfied by the means previously described.

4. TAX ADVICE. You acknowledge that you may be subject to federal, state, local, and non-U.S. income tax and social insurance obligations arising from your Deferred Stock Unit Award. You represent, warrant and acknowledge that the Company has made no warranties or representations to you with respect to the income tax or social insurance consequences of the transactions contemplated by this Agreement, and you are in no manner relying on the Company or its representatives for an assessment of such tax consequences. YOU UNDERSTAND THAT THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. YOU SHOULD CONSULT YOUR OWN TAX ADVISOR REGARDING THE TAX AND SOCIAL INSURANCE TREATMENT OF ANY DEFERRED STOCK UNITS. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING TAXPAYER PENALTIES.

5. DIVIDEND EQUIVALENTS. If the Board declares a cash dividend on the Company's Stock, you will be entitled to Dividend Equivalents in the form, payable on the terms and at such times as provided in Section 11.2(b)(i) of the Plan.

6. SECURITIES LAW COMPLIANCE. Notwithstanding anything to the contrary contained herein, no shares of Stock will be issued to you upon vesting and settlement of this Deferred Stock Unit Award unless the Stock is then registered under the Securities Act or, if such Stock is not then so registered, the Company has determined that such vesting and issuance would be exempt from the registration requirements of the Securities Act. By accepting the Deferred Stock Unit Award, you agree not to sell any of the shares of Stock received under this Deferred Stock Unit Award at a time when applicable laws or Company policies prohibit a sale.

The Deferred Stock Units granted pursuant to this Agreement do not qualify under Spanish regulations as a security. No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory in

connection with the grant of the Deferred Stock Unit Award. The Agreement has not been, nor will it be, registered with the Comisión Nacional del Mercado de Valores, and does not constitute a public offering prospectus.

7. TRANSFERABILITY. Prior to the issuance of shares of Stock in settlement of a Deferred Stock Unit Award, the Award shall not be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment by your creditors or by your beneficiary, except (i) transfer by will or by the laws of descent and distribution or (ii) transfer by written designation of a beneficiary, in a form acceptable to the Company, with such designation taking effect upon your death. All rights with respect to the Deferred Stock Unit Award shall be exercisable during your lifetime only by you or your guardian or legal representative. Prior to actual payment of any Deferred Stock Units, such Deferred Stock Units will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

8. DEFERRED STOCK UNITS NOT A SERVICE CONTRACT. This Deferred Stock Unit Award is not an employment or service contract and nothing in this Agreement, the Grant Notice or the Plan shall be deemed to create in any way whatsoever any obligation on your part to continue in the Service of a Participating Company, or of a Participating Company to continue your Service with the Participating Company. In addition, nothing in your Deferred Stock Unit Award shall obligate the Company, its stockholders, Board, Officers or Employees to continue any relationship which you might have as a Director or Consultant for the Company.

9. RESTRICTIVE LEGEND. Stock issued pursuant to the vesting and settlement of the Deferred Stock Units may be subject to such restrictions upon the sale, pledge or other transfer of the Stock as the Company and the Company's counsel deem necessary under applicable law or pursuant to this Agreement.

10. REPRESENTATIONS, WARRANTIES, COVENANTS, AND ACKNOWLEDGMENTS. You hereby agree that in the event the Company and the Company's counsel deem it necessary or advisable in the exercise of their discretion, the transfer or issuance of the shares of Stock issued pursuant to the Deferred Stock Units may be conditioned upon you making certain representations, warranties, and acknowledgments relating to compliance with applicable securities laws.

11. VOTING AND OTHER RIGHTS. Subject to the terms of this Agreement, you shall not have any voting rights or any other rights and privileges of a shareholder of the Company unless and until shares of Stock are issued upon payment of the Deferred Stock Units.

12. CODE SECTION 409A. It is the intent that the payment of Deferred Stock Units as set forth in this Agreement shall qualify for exemption from the requirements of Section 409A of the Code, and any ambiguities herein will be interpreted to so comply. The Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that all payments provided for under this Agreement are made in a manner that qualifies for exemption from Section 409A of the Code; provided, however, that the Company makes no representation that the payments of Deferred Stock Units provided for under this Agreement will be exempt from Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to the payments of Deferred Stock Units provided for under this Agreement.

13. NOTICES. Any notices provided for in this Agreement, the Grant Notice or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

14. DATA PRIVACY. ***You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Agreement by and among, as necessary and applicable, the Participating Companies, for the exclusive purpose of implementing, administering and managing your participation in the Plan.***

You understand that the Company may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social security or insurance number or other identification number, salary, nationality, and any shares of stock or directorships held in the Company, and details of the Deferred Stock Units or any other entitlement to shares of Stock awarded, canceled, exercised, vested, unvested or outstanding in your favor ("Data"), for the purpose of implementing, administering and managing the Plan.

Participants residing outside the U.S, should understand the following: Data will be transferred to E*TRADE Financial Corporation and/or its affiliates (collectively, "E*TRADE"), or such other stock plan service provider as may be selected by Company in the future, which is assisting Company with the implementation, administration and management of the Plan. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting the Stock Administration department. You authorize the Company, E*TRADE, and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Stock Administration department. Further, you understand that you are providing the consents herein on a purely voluntary basis. You understand, however, that refusing or withdrawing your consent may affect your ability to participate in the Plan. If you do not consent, or if you later seek to revoke your consent, your status or service with the Company will not be adversely affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to grant you Deferred Stock Unit Awards or other awards or administer or maintain such awards.

For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact the Stock Administration department at QUALCOMM Incorporated, 5775 Morehouse Drive, San Diego, CA 92121.

15. NATURE OF GRANT. In accepting the Deferred Stock Unit Award, you acknowledge and agree that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan, the Agreement or the Grant Notice;

(b) the award of Deferred Stock Units is voluntary and occasional and does not create any contractual or other right to receive future awards of Deferred Stock Units, or benefits in lieu of Deferred Stock Units, even if Deferred Stock Units or other Awards have been awarded in the past;

(c) all decisions with respect to future Awards, if any, will be at the sole discretion of the Company;

(d) your participation in the Plan is voluntary;

(e) the future value of the underlying shares of Stock is unknown, indeterminable and cannot be predicted with certainty;

(f) no claim or entitlement to compensation or damages shall arise from forfeiture of the Deferred Stock Units resulting from termination of your Service (for any reason whatsoever), and in consideration of the grant of the Deferred Stock Units, you agree not to institute any claim against the Company or any Subsidiary Corporation or Affiliate;

(g) the Company is not providing any legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan or your acquisition or sale of the underlying shares of Stock;

(h) you are hereby advised to consult with your own personal legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan; and

(i) neither the Company nor any Participating Company is liable for any foreign exchange fluctuation between your local currency and the United States Dollar that may affect the value of this Deferred Stock Unit Award.

16. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California as if the Agreement were between California residents and as if it were entered into and to be performed entirely within the State of California.

17. IMPOSITION OF OTHER REQUIREMENTS. The Company reserves the right to impose other requirements on your participation in the Plan, on the Deferred Stock Units, and on any shares of Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

18. ARBITRATION. Any dispute or claim concerning any Deferred Stock Units granted (or not granted) pursuant to the Plan and any other disputes or claims relating to or arising out of the Plan shall be fully, finally and exclusively resolved by binding arbitration conducted by the American Arbitration Association pursuant to the commercial arbitration rules in San Diego, California. By accepting the Deferred Stock Unit Award, you and the Company waive your respective rights to have any such disputes or claims tried by a judge or jury.

19. AMENDMENT. Your Deferred Stock Unit Award may be amended as provided in the Plan at any time, provided no such amendment may adversely affect the Deferred Stock Unit Award without your consent unless such amendment is necessary to comply with any applicable law or government regulation, or is contemplated in Section 12 hereof. No amendment or addition to this Agreement shall be effective unless in writing or in such electronic form as may be designated by the Company.

20. GOVERNING PLAN DOCUMENT. Your Deferred Stock Unit Award is subject to this Agreement, the Grant Notice and all the provisions of the Plan, the provisions of which are hereby made a part of this Agreement, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of this Agreement, the Grant Notice and those of the Plan, the provisions of the Plan shall control.

21. SEVERABILITY. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

22. DESCRIPTION OF ELECTRONIC DELIVERY. The Plan documents, which may include but do not necessarily include: the Plan, the Grant Notice, this Agreement, and any reports of the Company provided generally to the Company's shareholders, may be delivered to you electronically. In addition, if permitted by the Company, you may deliver electronically the Grant Notice to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via electronic mail ("e-mail") or such other means of electronic delivery specified by the Company.

QUALCOMM INCORPORATED
2016 LONG-TERM INCENTIVE PLAN
NON-EMPLOYEE DIRECTOR DEFERRED STOCK UNIT GRANT NOTICE
FOR NON-EMPLOYEE DIRECTORS IN SPAIN

QUALCOMM Incorporated (the "Company"), pursuant to its 2016 Long-Term Incentive Plan (the "Plan") hereby grants to the Participant named below the number of Deferred Stock Units set forth below, each of which is a bookkeeping entry representing the equivalent in value of one (1) share of the Company's common stock. The Non-Employee Director Deferred Stock Unit Award is subject to all of the terms and conditions as set forth herein and the Non-Employee Director Deferred Stock Unit Agreement for Non-Employee Directors in Spain (the "Agreement") (attached hereto) and the Plan which are incorporated herein in their entirety. Capitalized terms not otherwise defined in this Grant Notice or the Agreement shall have the meaning set forth in the Plan.

Participant: «First_Name» «Last_Name» Grant No.: «Number»
Emp #: «ID» Shares Subject to Deferred Stock Unit:
«Shares_Granted»
Date of Grant: «DSU_Date»

Vesting Dates

This Deferred Stock Unit Award is fully vested on the Date of Grant.

Specified Settlement Date

The Specified Settlement Date shall be [***for annual grants made in connection with an annual meeting specify date that is (1) 3 years from Date of Grant or (2) the later date specified in a valid election***]. However, as provided in Section 2.1 of the Deferred Stock Unit Agreement, these Deferred Stock Units may be settled earlier upon the termination of the Participant's Board service and certain other events.

Additional Terms/Acknowledgments: The Participant acknowledges (in the form determined by the Company) receipt of, and represents that the Participant has read, understands, accepts and agrees to the terms and conditions of the following: this Grant Notice, the Agreement and the Plan (including, but not limited to, the binding arbitration provision in Section 3.7 of the Plan). Participant hereby accepts the Deferred Stock Unit Award subject to all of its terms and conditions and further acknowledges that as of the Date of Grant, this Grant Notice, the Agreement and the Plan set forth the entire understanding between Participant and the Company regarding the acquisition of stock in the Company and supersede all prior oral and written agreements pertaining to this particular Deferred Stock Unit Award.

QUALCOMM Incorporated:	**Non-Employee Director:**
By: /s/ Steven M. Mollenkopf	
Steven M. Mollenkopf	Signature
Chief Executive Officer	
Dated: «DSU_Date»	Date:

Attachment: Non-Employee Director Deferred Stock Unit Agreement for Non-Employee Directors in Spain (DSU Quarterly Spain A8-Q)

QUALCOMM INCORPORATED
2016 LONG-TERM INCENTIVE PLAN
NON-EMPLOYEE DIRECTOR DEFERRED STOCK UNIT AGREEMENT
FOR NON-EMPLOYEE DIRECTORS IN SPAIN

Pursuant to the Grant Notice and this Non-Employee Director Deferred Stock Unit Agreement for Non-Employee Directors in Spain (the "Agreement"), Qualcomm Incorporated (the "Company") has granted you a Deferred Stock Unit Award with respect to the number of shares of the Company's common stock ("Stock") indicated in the Grant Notice. Capitalized terms not explicitly defined in this Agreement but defined in the Qualcomm Incorporated 2016 Long-Term Incentive Plan (the "Plan") shall have the same definitions as in the Plan.

The details of this Deferred Stock Unit Award are as follows:

1. SERVICE AND VESTING.

1.1 SERVICE. As provided in the Plan and notwithstanding any other provision of this Agreement, the Company reserves the right, in its sole discretion, to determine when your Service has terminated.

1.2 VESTING. Except as otherwise provided in the Plan or this Agreement, this Deferred Stock Unit Award will vest on the Vesting Dates set out in the Grant Notice (the "Vesting Dates"). Except as otherwise expressly set forth in the Grant Notice, in the event of the termination of your Service for any reason, whether voluntary or involuntary, all unvested Deferred Stock Units shall be immediately forfeited without consideration. Unless and until the Deferred Stock Units vest on the applicable Vesting Dates, you will have no right to payment of any such Deferred Stock Units.

2. SETTLEMENT OF THE DEFERRED STOCK UNITS.

2.1 SETTLEMENT DATE. The "Settlement Date" of your vested Deferred Stock Units shall be the earliest to occur of the following: (a) the Specified Settlement Date set out on the Grant Notice or such later date as you may elect in accordance with Section 409A of the United States Internal Revenue Code of 1986, as amended (the "Code"); (b) your separation from Service, to the extent such separation constitutes a "separation from service" pursuant to Section 409A of the Code; (c) your death; (d) your Disability, to the extent such Disability constitutes a "disability" pursuant to Section 409A of the Code; or (e) a Change in Control, to the extent such Change in Control occurs after the Date of Grant specified in the Grant Notice and constitutes a "change in ownership or effective control of the corporation" with respect to the Company pursuant to Section 409A of the Code.

2.2 TIME AND FORM OF PAYMENT. Your vested Deferred Stock Units shall be paid in whole shares of Stock (in cash as to fractional shares) on, or as soon as practicable following, but in no event later than thirty (30) days after, the Settlement Date, except as otherwise specified below. To assist you in satisfying federal, state, local, or non-U.S. income tax or social insurance obligations arising from your Deferred Stock Unit Award, the Company will allow you to make a one-time irrevocable election no later than (60) days after the Date of Grant specified in the Grant Notice, authorizing the Company to pay cash in lieu of Stock with respect to a percentage of the Deferred Stock Units equal to the sum of any applicable U.S. and non-U.S. income tax or social insurance withholding rates (such sum referred to herein as the "Tax Percentage"). The amount of cash paid in lieu of such shares of Stock shall be equal to (i) the number of Deferred Stock Units

(rounded up to the nearest whole Deferred Stock Unit) corresponding to the Tax Percentage, multiplied by (ii) if the Stock is listed on a national or regional securities exchange or market system, the closing price of a share of Stock as quoted on such national or regional securities exchange or market system constituting the primary market for the Stock on the last trading day prior to the Settlement Date, or, if the Stock is not listed on a national or regional securities exchange or market system, the price of a share of Stock as determined by the Committee in good faith without regard to any restriction other than a restriction which, by its terms, will never lapse (the price determined under this clause (ii) being hereinafter referred to for purposes of this Agreement as the "Fair Market Value of the Stock"). Any election to receive a portion of the Deferred Stock Unit Award paid in cash as specified in this Section 2.2, shall not be effective with respect to any Settlement Date that occurs within six (6) months after the later of the date of the election or the Date of the Grant specified in the Grant Notice.

3. TAX WITHHOLDING. As a non-employee Director of the Company, you should report any income you derive from the Deferred Stock Unit Award and pay all applicable income taxes and social insurance contributions on such income. Notwithstanding the foregoing, in the event that a Participating Company has any income tax, social insurance contribution, payroll tax or other tax-related withholding ("Tax-Related Items") obligation with respect to the income you derive from the Deferred Stock Unit Award, you authorize the Participating Company, at its discretion, to withhold all applicable Tax-Related Items legally payable by you by withholding in shares of Stock. In the event that the Company cannot legally satisfy the Tax-Related Items obligations by such withholding in shares, the Company shall be entitled to withhold all applicable Tax-Related Items legally payable by you by one or a combination of the following methods: (i) withholding from cash compensation payable to you by the Company or (ii) arranging for the sale of shares of Stock acquired upon payment of the Deferred Stock Unit Award (on your behalf and at your direction pursuant to this authorization). Finally, you agree to pay on demand to the Participating Company any amount of Tax-Related Items that the Participating Company may be required to withhold as a result of your participation in the Plan or the payment of shares of Stock that cannot be satisfied by the means previously described.

4. TAX ADVICE. You acknowledge that you may be subject to federal, state, local, and non-U.S. income tax and social insurance obligations arising from your Deferred Stock Unit Award. You represent, warrant and acknowledge that the Company has made no warranties or representations to you with respect to the income tax or social insurance consequences of the transactions contemplated by this Agreement, and you are in no manner relying on the Company or its representatives for an assessment of such tax consequences. YOU UNDERSTAND THAT THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. YOU SHOULD CONSULT YOUR OWN TAX ADVISOR REGARDING THE TAX AND SOCIAL INSURANCE TREATMENT OF ANY DEFERRED STOCK UNITS. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING TAXPAYER PENALTIES.

5. DIVIDEND EQUIVALENTS. If the Board declares a cash dividend on the Company's Stock, you will be entitled to Dividend Equivalents in the form, payable on the terms and at such times as provided in Section 11.2(b)(i) of the Plan.

6. SECURITIES LAW COMPLIANCE. Notwithstanding anything to the contrary contained herein, no shares of Stock will be issued to you upon vesting and settlement of this Deferred Stock Unit Award unless the Stock is then registered under the Securities Act or, if such Stock is not then so registered, the Company has determined that such vesting and issuance would be exempt from the registration requirements of the Securities Act. By accepting the Deferred Stock Unit Award, you

agree not to sell any of the shares of Stock received under this Deferred Stock Unit Award at a time when applicable laws or Company policies prohibit a sale.

The Deferred Stock Units granted pursuant to this Agreement do not qualify under Spanish regulations as a security. No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory in connection with the grant of the Deferred Stock Unit Award. The Agreement has not been, nor will it be, registered with the Comisión Nacional del Mercado de Valores, and does not constitute a public offering prospectus.

7. TRANSFERABILITY. Prior to the issuance of shares of Stock in settlement of a Deferred Stock Unit Award, the Award shall not be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment by your creditors or by your beneficiary, except (i) transfer by will or by the laws of descent and distribution or (ii) transfer by written designation of a beneficiary, in a form acceptable to the Company, with such designation taking effect upon your death. All rights with respect to the Deferred Stock Unit Award shall be exercisable during your lifetime only by you or your guardian or legal representative. Prior to actual payment of any Deferred Stock Units, such Deferred Stock Units will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

8. DEFERRED STOCK UNITS NOT A SERVICE CONTRACT. This Deferred Stock Unit Award is not an employment or service contract and nothing in this Agreement, the Grant Notice or the Plan shall be deemed to create in any way whatsoever any obligation on your part to continue in the Service of a Participating Company, or of a Participating Company to continue your Service with the Participating Company. In addition, nothing in your Deferred Stock Unit Award shall obligate the Company, its stockholders, Board, Officers or Employees to continue any relationship which you might have as a Director or Consultant for the Company.

9. RESTRICTIVE LEGEND. Stock issued pursuant to the vesting and settlement of the Deferred Stock Units may be subject to such restrictions upon the sale, pledge or other transfer of the Stock as the Company and the Company's counsel deem necessary under applicable law or pursuant to this Agreement.

10. REPRESENTATIONS, WARRANTIES, COVENANTS, AND ACKNOWLEDGMENTS. You hereby agree that in the event the Company and the Company's counsel deem it necessary or advisable in the exercise of their discretion, the transfer or issuance of the shares of Stock issued pursuant to the Deferred Stock Units may be conditioned upon you making certain representations, warranties, and acknowledgments relating to compliance with applicable securities laws.

11. VOTING AND OTHER RIGHTS. Subject to the terms of this Agreement, you shall not have any voting rights or any other rights and privileges of a shareholder of the Company unless and until shares of Stock are issued upon payment of the Deferred Stock Units.

12. CODE SECTION 409A. It is the intent that the payment of Deferred Stock Units as set forth in this Agreement shall qualify for exemption from or comply with the requirements of Section 409A of the Code, and any ambiguities herein will be interpreted to so comply. The Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that all payments provided for under this Agreement are made in a manner that qualify for exemption from or comply with Section 409A of the Code; provided, however, that the Company makes no representation that the payments of Deferred Stock Units provided for under this Agreement will be exempt from Section

409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to the payments of Deferred Stock Units provided for under this Agreement.

13. NOTICES. Any notices provided for in this Agreement, the Grant Notice or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

14. DATA PRIVACY. ***You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Agreement by and among, as necessary and applicable, the Participating Companies, for the exclusive purpose of implementing, administering and managing your participation in the Plan.***

You understand that the Company may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social security or insurance number or other identification number, salary, nationality, and any shares of stock or directorships held in the Company, and details of the Deferred Stock Units or any other entitlement to shares of Stock awarded, canceled, exercised, vested, unvested or outstanding in your favor ("Data"), for the purpose of implementing, administering and managing the Plan.

Participants residing outside the U.S, should understand the following: Data will be transferred to E*TRADE Financial Corporation and/or its affiliates (collectively, "E*TRADE"), or such other stock plan service provider as may be selected by Company in the future, which is assisting Company with the implementation, administration and management of the Plan. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting the Stock Administration department. You authorize the Company, E*TRADE, and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Stock Administration department. Further, you understand that you are providing the consents herein on a purely voluntary basis. You understand, however, that refusing or withdrawing your consent may affect your ability to participate in the Plan. If you do not consent, or if you later seek to revoke your consent, your status or service with the Company will not be adversely affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to grant you Deferred Stock Unit Awards or other awards or administer or maintain such awards.

For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact the Stock Administration department at QUALCOMM Incorporated, 5775 Morehouse Drive, San Diego, CA 92121.

15. NATURE OF GRANT. In accepting the Deferred Stock Unit Award, you acknowledge and agree that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan, the Agreement or the Grant Notice;

(b) the award of Deferred Stock Units is voluntary and occasional and does not create any contractual or other right to receive future awards of Deferred Stock Units, or benefits in lieu of Deferred Stock Units, even if Deferred Stock Units or other Awards have been awarded in the past;

(c) all decisions with respect to future Awards, if any, will be at the sole discretion of the Company;

(d) your participation in the Plan is voluntary;

(e) the future value of the underlying shares of Stock is unknown, indeterminable and cannot be predicted with certainty;

(f) no claim or entitlement to compensation or damages shall arise from forfeiture of the Deferred Stock Units resulting from termination of your Service (for any reason whatsoever), and in consideration of the grant of the Deferred Stock Units, you agree not to institute any claim against the Company or any Subsidiary Corporation or Affiliate;

(g) the Company is not providing any legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan or your acquisition or sale of the underlying shares of Stock;

(h) you are hereby advised to consult with your own personal legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan; and

(i) neither the Company nor any Participating Company is liable for any foreign exchange fluctuation between your local currency and the United States Dollar that may affect the value of this Deferred Stock Unit Award.

16. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California as if the Agreement were between California residents and as if it were entered into and to be performed entirely within the State of California.

17. IMPOSITION OF OTHER REQUIREMENTS. The Company reserves the right to impose other requirements on your participation in the Plan, on the Deferred Stock Units, and on any shares of Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

18. ARBITRATION. Any dispute or claim concerning any Deferred Stock Units granted (or not granted) pursuant to the Plan and any other disputes or claims relating to or arising out of the Plan shall be fully, finally and exclusively resolved by binding arbitration conducted by the American Arbitration Association pursuant to the commercial arbitration rules in San Diego, California. By accepting the Deferred Stock Unit Award, you and the Company waive your respective rights to have any such disputes or claims tried by a judge or jury.

19. AMENDMENT. Your Deferred Stock Unit Award may be amended as provided in the Plan at any time, provided no such amendment may adversely affect the Deferred Stock Unit Award

without your consent unless such amendment is necessary to comply with any applicable law or government regulation, or is contemplated in Section 12 hereof. No amendment or addition to this Agreement shall be effective unless in writing or in such electronic form as may be designated by the Company.

20. GOVERNING PLAN DOCUMENT. Your Deferred Stock Unit Award is subject to this Agreement, the Grant Notice and all the provisions of the Plan, the provisions of which are hereby made a part of this Agreement, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of this Agreement, the Grant Notice and those of the Plan, the provisions of the Plan shall control.

21. SEVERABILITY. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

22. DESCRIPTION OF ELECTRONIC DELIVERY. The Plan documents, which may include but do not necessarily include: the Plan, the Grant Notice, this Agreement, and any reports of the Company provided generally to the Company's shareholders, may be delivered to you electronically. In addition, if permitted by the Company, you may deliver electronically the Grant Notice to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via electronic mail ("e-mail") or such other means of electronic delivery specified by the Company.

EXHIBIT 10.60

QUALCOMM INCORPORATED
2016 LONG-TERM INCENTIVE PLAN
NON-EMPLOYEE DIRECTOR DEFERRED STOCK UNIT GRANT NOTICE

QUALCOMM Incorporated (the "Company"), pursuant to its 2016 Long-Term Incentive Plan (the "Plan") hereby grants to the Participant named below the number of Deferred Stock Units set forth below, each of which is a bookkeeping entry representing the equivalent in value of one (1) share of the Company's common stock. The Non-Employee Director Deferred Stock Unit Award is subject to all of the terms and conditions as set forth herein and the Non-Employee Director Deferred Stock Unit Agreement ("Agreement") (attached hereto) and the Plan which are incorporated herein in their entirety. Capitalized terms not otherwise defined in this Grant Notice or the Agreement shall have the meaning set forth in the Plan.

Participant: «First_Name» «Last_Name» Grant No.: «Number»
Emp #: «ID» Shares Subject to Deferred Stock Unit:
«Shares_Granted»

Date of Grant: «DSU_Date»

Vesting Dates

This Deferred Stock Unit Award is fully vested on the Date of Grant.

Specified Settlement Date

The Specified Settlement Date shall be **[*for annual grants made in connection with an annual meeting specify date that is (1) 3 years from Date of Grant or (2) the later date specified in a valid election*][*for grants made to directors appointed between annual meetings, specify date that is (1) the third anniversary of the most recent annual meeting or (2) the later date specified in a valid election*]**. However, as provided in Section 2.1 of the Deferred Stock Unit Agreement, these Deferred Stock Units may be settled earlier upon certain other events.

Additional Terms/Acknowledgments: The Participant acknowledges (in the form determined by the Company) receipt of, and represents that the Participant has read, understands, accepts and agrees to the terms and conditions of the following: this Grant Notice, the Agreement and the Plan (including, but not limited to, the binding arbitration provision in Section 3.7 of the Plan). Participant hereby accepts the Deferred Stock Unit Award subject to all of its terms and conditions and further acknowledges that as of the Date of Grant, this Grant Notice, the Agreement and the Plan set forth the entire understanding between the Participant and the Company regarding the acquisition of stock in the Company and supersede all prior oral and written agreements pertaining to this particular Deferred Stock Unit Award.

QUALCOMM Incorporated:	**Non-Employee Director:**
By: /s/ Steven M. Mollenkopf	
Steven M. Mollenkopf	Signature
Chief Executive Officer	
Dated: «DSU_Date»	Date:

Attachment: Non-Employee Director Deferred Stock Unit Agreement – (DSU Annual US A8-A)

QUALCOMM INCORPORATED
2016 LONG-TERM INCENTIVE PLAN
NON-EMPLOYEE DIRECTOR DEFERRED STOCK UNIT AGREEMENT

Pursuant to the Grant Notice and this Non-Employee Director Deferred Stock Unit Agreement (the "Agreement"), Qualcomm Incorporated (the "Company") has granted you a Deferred Stock Unit Award with respect to the number of shares of the Company's common stock ("Stock") indicated in the Grant Notice. Capitalized terms not explicitly defined in this Agreement but defined in the Qualcomm Incorporated 2016 Long-Term Incentive Plan (the "Plan") shall have the same definitions as in the Plan.

The details of this Deferred Stock Unit Award are as follows:

1. SERVICE AND VESTING.

1.1 SERVICE. As provided in the Plan and notwithstanding any other provision of this Agreement, the Company reserves the right, in its sole discretion, to determine when your Service has terminated.

1.2 VESTING. Except as otherwise provided in the Plan or this Agreement, this Deferred Stock Unit Award will vest on the Vesting Dates set out on the Grant Notice (the "Vesting Dates"). Except as otherwise expressly set forth in the Grant Notice, in the event of the termination of your Service for any reason, whether voluntary or involuntary, all unvested Deferred Stock Units shall be immediately forfeited without consideration. Unless and until the Deferred Stock Units vest on the applicable Vesting Dates, you will have no right to payment of any such Deferred Stock Units.

2. SETTLEMENT OF THE DEFERRED STOCK UNITS.

2.1 SETTLEMENT DATE. The "Settlement Date" of your vested Deferred Stock Units shall be the earliest to occur of the following: (a) the Specified Settlement Date set out on the Grant Notice, or such later date as you may elect in accordance with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"); (b) your death; (c) your Disability, to the extent such Disability constitutes a "disability" pursuant to Section 409A of the Code; or (d) a Change in Control, to the extent such Change in Control occurs after the Date of Grant specified in the Grant Notice and constitutes a "change in ownership or effective control of the corporation" with respect to the Company pursuant to Section 409A of the Code.

2.2 TIME AND FORM OF PAYMENT. Your vested Deferred Stock Units shall be paid in whole shares of Stock (in cash as to fractional shares) on, or as soon as practicable following, but in no event later than thirty (30) days after, the Settlement Date, except as otherwise specified below. To assist you in satisfying federal, state, local, or non-U.S. income tax obligations arising from your Deferred Stock Unit Award, the Company will allow you to make a one-time irrevocable election no later than (60) days after the Date of Grant specified in the Grant Notice, authorizing the Company to pay cash in lieu of Stock with respect to a percentage of the Deferred Stock Units equal to the sum of (i) the federal tax rate for supplemental wages in effect under Section 1(i)(2) of the Code and (ii) the California tax rate for supplemental wages other than stock options and bonus payments in effect under Section 18663(b)(1) of the Revenue and Taxation Code (the sum of (i) and (ii) being hereinafter referred to as the "Tax Percentage"). The amount of cash paid in lieu of such shares of Stock shall be equal to (I) the number of Deferred Stock Units (rounded up to the nearest whole Deferred Stock Unit) corresponding to the Tax Percentage, multiplied by (II) if the

Stock is listed on a national or regional securities exchange or market system, the closing price of a share of Stock as quoted on such national or regional securities exchange or market system constituting the primary market for the Stock on the last trading day prior to the Settlement Date, or, if the Stock is not listed on a national or regional securities exchange or market system, the price of a share of Stock as determined by the Committee in good faith without regard to any restriction other than a restriction which, by its terms, will never lapse (the price determined under this clause (II) being hereinafter referred to for purposes of this Agreement as the "Fair Market Value of the Stock"). Any election to receive a portion of the Deferred Stock Unit Award paid in cash as specified in this Section 2.2, shall not be effective with respect to any Settlement Date that occurs within six (6) months after the later of the date of the election or the Date of the Grant specified in the Grant Notice.

3. TAX ADVICE. You acknowledge that you may be subject to federal, state, local, and non-U.S. income tax obligations arising from your Deferred Stock Unit Award. You represent, warrant and acknowledge that the Company has made no warranties or representations to you with respect to the income tax consequences of the transactions contemplated by this Agreement, and you are in no manner relying on the Company or its representatives for an assessment of such tax consequences. YOU UNDERSTAND THAT THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. YOU SHOULD CONSULT YOUR OWN TAX ADVISOR REGARDING THE TAX TREATMENT OF ANY DEFERRED STOCK UNITS. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING TAXPAYER PENALTIES.

4. DIVIDEND EQUIVALENTS. If the Board declares a cash dividend on the Company's Stock, you will be entitled to Dividend Equivalents in the form, payable on the terms and at such times as provided in Section 11.2(b)(i) of the Plan.

5. SECURITIES LAW COMPLIANCE. Notwithstanding anything to the contrary contained herein, no shares of Stock will be issued to you upon vesting and settlement of this Deferred Stock Unit Award unless the Stock is then registered under the Securities Act or, if such Stock is not then so registered, the Company has determined that such vesting and issuance would be exempt from the registration requirements of the Securities Act. By accepting the Deferred Stock Unit Award, you agree not to sell any of the shares of Stock received under this Deferred Stock Unit Award at a time when applicable laws or Company policies prohibit a sale.

6. TRANSFERABILITY. Prior to the issuance of shares of Stock in settlement of a Deferred Stock Unit Award, the Award shall not be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment by your creditors or by your beneficiary, except (i) transfer by will or by the laws of descent and distribution or (ii) transfer by written designation of a beneficiary, in a form acceptable to the Company, with such designation taking effect upon your death. All rights with respect to the Deferred Stock Unit Award shall be exercisable during your lifetime only by you or your guardian or legal representative. Prior to actual payment of any Deferred Stock Units, such Deferred Stock Units will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

7. DEFERRED STOCK UNITS NOT A SERVICE CONTRACT. This Deferred Stock Unit Award is not an employment or service contract and nothing in this Agreement, the Grant Notice or the Plan shall be deemed to create in any way whatsoever any obligation on your part to continue in the service of a Participating Company, or of a Participating Company to continue your Service with the Participating Company. In addition, nothing in your Deferred Stock Unit Award shall obligate the Company, its stockholders, Board, Officers or Employees to continue any relationship which you might have as a Director or Consultant for the Company.

8. RESTRICTIVE LEGEND. Stock issued pursuant to the vesting and settlement of the Deferred Stock Units may be subject to such restrictions upon the sale, pledge or other transfer of the Stock as the Company and the Company's counsel deem necessary under applicable law or pursuant to this Agreement.

9. REPRESENTATIONS, WARRANTIES, COVENANTS, AND ACKNOWLEDGMENTS. You hereby agree that in the event the Company and the Company's counsel deem it necessary or advisable in the exercise of their discretion, the transfer or issuance of the shares of Stock issued pursuant to the Deferred Stock Units may be conditioned upon you making certain representations, warranties, and acknowledgments relating to compliance with applicable securities laws.

10. VOTING AND OTHER RIGHTS. Subject to the terms of this Agreement, you shall not have any voting rights or any other rights and privileges of a shareholder of the Company unless and until shares of Stock are issued upon payment of the Deferred Stock Units.

11. CODE SECTION 409A. It is the intent that the payment of Deferred Stock Units as set forth in this Agreement shall qualify for exemption from or comply with the requirements of Section 409A of the Code, and any ambiguities herein will be interpreted to so comply. The Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that all payments provided for under this Agreement are made in a manner that qualify for exemption from or comply with Section 409A of the Code; provided, however, that the Company makes no representation that the payments of Deferred Stock Units provided for under this Agreement will be exempt from Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to the payments of Deferred Stock Units provided for under this Agreement.

12. NOTICES. Any notices provided for in this Agreement, the Grant Notice or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

13. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California as if the Agreement were between California residents and as if it were entered into and to be performed entirely within the State of California.

14. ARBITRATION. Any dispute or claim concerning any Deferred Stock Units granted (or not granted) pursuant to the Plan and any other disputes or claims relating to or arising out of the Plan shall be fully, finally and exclusively resolved by binding arbitration conducted by the American Arbitration Association pursuant to the commercial arbitration rules in San Diego, California. By accepting the Deferred Stock Unit Award, you and the Company waive your respective rights to have any such disputes or claims tried by a judge or jury.

15. AMENDMENT. Your Deferred Stock Unit Award may be amended as provided in the Plan at any time, provided no such amendment may adversely affect the Deferred Stock Unit Award without your consent unless such amendment is necessary to comply with any applicable law or government regulation, or is contemplated in Section 11 hereof. No amendment or addition to this Agreement shall be effective unless in writing or in such electronic form as may be designated by the Company.

16. GOVERNING PLAN DOCUMENT. Your Deferred Stock Unit Award is subject to this Agreement, the Grant Notice and all the provisions of the Plan, the provisions of which are hereby made a part of this Agreement, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of this Agreement, the Grant Notice and those of the Plan, the provisions of the Plan shall control.

17. SEVERABILITY. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

18. DESCRIPTION OF ELECTRONIC DELIVERY. The Plan documents, which may include but do not necessarily include: the Plan, the Grant Notice, this Agreement, and any reports of the Company provided generally to the Company's shareholders, may be delivered to you electronically. In addition, if permitted by the Company, you may deliver electronically the Grant Notice to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via electronic mail ("e-mail") or such other means of electronic delivery specified by the Company.

QUALCOMM INCORPORATED
2016 LONG-TERM INCENTIVE PLAN
NON-EMPLOYEE DIRECTOR DEFERRED STOCK UNIT GRANT NOTICE

QUALCOMM Incorporated (the "Company"), pursuant to its 2016 Long-Term Incentive Plan (the "Plan") hereby grants to the Participant named below the number of Deferred Stock Units set forth below, each of which is a bookkeeping entry representing the equivalent in value of one (1) share of the Company's common stock. The Non-Employee Director Deferred Stock Unit Award is subject to all of the terms and conditions as set forth herein and the Non-Employee Director Deferred Stock Unit Agreement (the "Agreement") (attached hereto) and the Plan which are incorporated herein in their entirety. Capitalized terms not otherwise defined in this Grant Notice or the Agreement shall have the meaning set forth in the Plan.

Participant: «First_Name» «Last_Name» Grant No.: «Number»
Emp #: «ID» Shares Subject to Deferred Stock Unit:
«Shares_Granted»

Date of Grant: «DSU_Date»

Vesting Dates

This Deferred Stock Unit Award is fully vested on the Date of Grant.

Specified Settlement Date

The Specified Settlement Date shall be **[*for annual grants made in connection with an annual meeting specify date that is (1) 3 years from Date of Grant or (2) the later date specified in a valid election*]**. However, as provided in Section 2.1 of the Deferred Stock Unit Agreement, these Deferred Stock Units may be settled earlier upon termination of the Participant's Board service and certain other events.

Additional Terms/Acknowledgments: The Participant acknowledges (in the form determined by the Company) receipt of, and represents that the Participant has read, understands, accepts and agrees to the terms and conditions of the following: this Grant Notice, the Agreement and the Plan (including, but not limited to, the binding arbitration provision in Section 3.7 of the Plan). Participant hereby accepts the Deferred Stock Unit Award subject to all of its terms and conditions and further acknowledges that as of the Date of Grant, this Grant Notice, the Agreement and the Plan set forth the entire understanding between the Participant and the Company regarding the acquisition of stock in the Company and supersede all prior oral and written agreements pertaining to this particular Deferred Stock Unit Award.

QUALCOMM Incorporated:	**Non-Employee Director:**
By: /s/ Steven M. Mollenkopf	
Steven M. Mollenkopf	Signature
Chief Executive Officer	
Dated: «DSU_Date»	Date:

Attachment: Non-Employee Director Deferred Stock Unit Agreement (DSU Quarterly US A8-Q)

QUALCOMM INCORPORATED
2016 LONG-TERM INCENTIVE PLAN
NON-EMPLOYEE DIRECTOR DEFERRED STOCK UNIT AGREEMENT

Pursuant to the Grant Notice and this Non-Employee Director Deferred Stock Unit Agreement (the "Agreement"), Qualcomm Incorporated (the "Company") has granted you a Deferred Stock Unit Award with respect to the number of shares of the Company's common stock ("Stock") indicated in the Grant Notice. Capitalized terms not explicitly defined in this Agreement but defined in the Qualcomm Incorporated 2016 Long-Term Incentive Plan (the "Plan") shall have the same definitions as in the Plan.

The details of this Deferred Stock Unit Award are as follows:

1. SERVICE AND VESTING.

1.1 SERVICE. As provided in the Plan and notwithstanding any other provision of this Agreement, the Company reserves the right, in its sole discretion, to determine when your Service has terminated.

1.2 VESTING. Except as otherwise provided in the Plan or this Agreement, this Deferred Stock Unit Award will vest on the Vesting Dates set out in the Grant Notice (the "Vesting Dates"). Except as otherwise expressly set forth in the Grant Notice, in the event of the termination of your Service for any reason, whether voluntary or involuntary, all unvested Deferred Stock Units shall be immediately forfeited without consideration. Unless and until the Deferred Stock Units vest on the applicable Vesting Dates, you will have no right to payment of any such Deferred Stock Units.

2. SETTLEMENT OF THE DEFERRED STOCK UNITS.

2.1 SETTLEMENT DATE. The "Settlement Date" of your vested Deferred Stock Units shall be the earliest to occur of the following: (a) the Specified Settlement Date set out in the Grant Notice, or such later date as you may elect in accordance with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"); (b) your separation from Service, to the extent such separation constitutes a "separation from service" pursuant to Section 409A of the Code; (c) your death; (d) your Disability, to the extent such Disability constitutes a "disability" pursuant to Section 409A of the Code; or (e) a Change in Control, to the extent such Change in Control occurs after the Date of Grant specified in the Grant Notice and constitutes a "change in ownership or effective control of the corporation" with respect to the Company pursuant to Section 409A of the Code.

2.2 TIME AND FORM OF PAYMENT. Your vested Deferred Stock Units shall be paid in whole shares of Stock (in cash as to fractional shares) on, or as soon as practicable following, but in no event later than thirty (30) days after, the Settlement Date, except as otherwise specified below. To assist you in satisfying federal, state, local, or non-U.S. income tax obligations arising from your Deferred Stock Unit Award, the Company will allow you to make a one-time irrevocable election no later than (60) days after the Date of Grant specified in the Grant Notice, authorizing the Company to pay cash in lieu of Stock with respect to a percentage of the Deferred Stock Units equal to the sum of (i) the federal tax rate for supplemental wages in effect under Section 1(i)(2) of the Code and (ii) the California tax rate for supplemental wages other than stock options and bonus payments in effect under Section 18663(b)(1) of the Revenue and Taxation Code (the sum of (i) and (ii) being hereinafter referred to as the "Tax Percentage"). The amount of cash paid in lieu of such shares of Stock shall be equal to (I) the number of Deferred Stock Units (rounded up to

the nearest whole Deferred Stock Unit) corresponding to the Tax Percentage, multiplied by (II) if the Stock is listed on a national or regional securities exchange or market system, the closing price of a share of Stock as quoted on such national or regional securities exchange or market system constituting the primary market for the Stock on the last trading day prior to the Settlement Date, or, if the Stock is not listed on a national or regional securities exchange or market system, the price of a share of Stock as determined by the Committee in good faith without regard to any restriction other than a restriction which, by its terms, will never lapse (the price determined under this clause (II) being hereinafter referred to for purposes of this Agreement as the "Fair Market Value of the Stock"). Any election to receive a portion of the Deferred Stock Unit Award paid in cash as specified in this Section 2.2, shall not be effective with respect to any Settlement Date that occurs within six (6) months after the later of the date of the election or the Date of the Grant specified in the Grant Notice.

3. TAX ADVICE. You acknowledge that you may be subject to federal, state, local, and non-U.S. income tax obligations arising from your Deferred Stock Unit Award. You represent, warrant and acknowledge that the Company has made no warranties or representations to you with respect to the income tax consequences of the transactions contemplated by this Agreement, and you are in no manner relying on the Company or its representatives for an assessment of such tax consequences. YOU UNDERSTAND THAT THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. YOU SHOULD CONSULT YOUR OWN TAX ADVISOR REGARDING THE TAX TREATMENT OF ANY DEFERRED STOCK UNITS. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING TAXPAYER PENALTIES.

4. DIVIDEND EQUIVALENTS. If the Board declares a cash dividend on the Company's Stock, you will be entitled to Dividend Equivalents in the form, payable on the terms and at such times as provided in Section 11.2(b)(i) of the Plan.

5. SECURITIES LAW COMPLIANCE. Notwithstanding anything to the contrary contained herein, no shares of Stock will be issued to you upon vesting and settlement of this Deferred Stock Unit Award unless the Stock is then registered under the Securities Act or, if such Stock is not then so registered, the Company has determined that such vesting and issuance would be exempt from the registration requirements of the Securities Act. By accepting the Deferred Stock Unit Award, you agree not to sell any of the shares of Stock received under this Deferred Stock Unit Award at a time when applicable laws or Company policies prohibit a sale.

6. TRANSFERABILITY. Prior to the issuance of shares of Stock in settlement of a Deferred Stock Unit Award, the Award shall not be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment by your creditors or by your beneficiary, except (i) transfer by will or by the laws of descent and distribution or (ii) transfer by written designation of a beneficiary, in a form acceptable to the Company, with such designation taking effect upon your death. All rights with respect to the Deferred Stock Unit Award shall be exercisable during your lifetime only by you or your guardian or legal representative. Prior to actual payment of any Deferred Stock Units, such Deferred Stock Units will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

7. DEFERRED STOCK UNITS NOT A SERVICE CONTRACT. This Deferred Stock Unit Award is not an employment or service contract and nothing in this Agreement, the Grant Notice or the Plan shall be deemed to create in any way whatsoever any obligation on your part to continue in the Service of a Participating Company, or of a Participating Company to continue your Service with the Participating Company. In addition, nothing in your Deferred Stock Unit Award shall obligate the

Company, its stockholders, Board, Officers or Employees to continue any relationship which you might have as a Director or Consultant for the Company.

8. RESTRICTIVE LEGEND. Stock issued pursuant to the vesting and settlement of the Deferred Stock Units may be subject to such restrictions upon the sale, pledge or other transfer of the Stock as the Company and the Company's counsel deem necessary under applicable law or pursuant to this Agreement.

9. REPRESENTATIONS, WARRANTIES, COVENANTS, AND ACKNOWLEDGMENTS. You hereby agree that in the event the Company and the Company's counsel deem it necessary or advisable in the exercise of their discretion, the transfer or issuance of the shares of Stock issued pursuant to the Deferred Stock Units may be conditioned upon you making certain representations, warranties, and acknowledgments relating to compliance with applicable securities laws.

10. VOTING AND OTHER RIGHTS. Subject to the terms of this Agreement, you shall not have any voting rights or any other rights and privileges of a shareholder of the Company unless and until shares of Stock are issued upon payment of the Deferred Stock Units.

11. CODE SECTION 409A. It is the intent that the payment of Deferred Stock Units as set forth in this Agreement shall qualify for exemption from or comply with the requirements of Section 409A of the Code, and any ambiguities herein will be interpreted to so comply. The Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement as may be necessary to ensure that all payments provided for under this Agreement are made in a manner that qualify for exemption from or comply with Section 409A of the Code; provided, however, that the Company makes no representation that the payments of Deferred Stock Units provided for under this Agreement will be exempt from Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to the payments of Deferred Stock Units provided for under this Agreement.

12. NOTICES. Any notices provided for in this Agreement, the Grant Notice or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

13. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California as if the Agreement were between California residents and as if it were entered into and to be performed entirely within the State of California.

14. ARBITRATION. Any dispute or claim concerning any Deferred Stock Units granted (or not granted) pursuant to the Plan and any other disputes or claims relating to or arising out of the Plan shall be fully, finally and exclusively resolved by binding arbitration conducted by the American Arbitration Association pursuant to the commercial arbitration rules in San Diego, California. By accepting the Deferred Stock Unit Award, you and the Company waive your respective rights to have any such disputes or claims tried by a judge or jury.

15. AMENDMENT. Your Deferred Stock Unit Award may be amended as provided in the Plan at any time, provided no such amendment may adversely affect the Deferred Stock Unit Award without your consent unless such amendment is necessary to comply with any applicable law or government regulation, or is contemplated in Section 11 hereof. No amendment or addition to this

Agreement shall be effective unless in writing or in such electronic form as may be designated by the Company.

16. GOVERNING PLAN DOCUMENT. Your Deferred Stock Unit Award is subject to this Agreement, the Grant Notice and all the provisions of the Plan, the provisions of which are hereby made a part of this Agreement, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of this Agreement, the Grant Notice and those of the Plan, the provisions of the Plan shall control.

17. SEVERABILITY. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

18. DESCRIPTION OF ELECTRONIC DELIVERY. The Plan documents, which may include but do not necessarily include: the Plan, the Grant Notice, this Agreement, and any reports of the Company provided generally to the Company's shareholders, may be delivered to you electronically. In addition, if permitted by the Company, you may deliver electronically the Grant Notice to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via electronic mail ("e-mail") or such other means of electronic delivery specified by the Company.

EXHIBIT 10.61

QUALCOMM INCORPORATED

AMENDED AND RESTATED 2018 DIRECTOR COMPENSATION PLAN

ARTICLE 1

ADOPTION

1.1 **Adoption**. The Compensation Committee (the "Compensation Committee") of the Board of Directors of Qualcomm Incorporated (the "Company") adopted and approved this 2018 Director Compensation Plan (the "Plan") by resolutions adopted on September 21, 2017 and amended the Plan by resolutions adopted in March 2018. The Plan was adopted to establish the compensation to be paid to the Company's nonemployee directors ("Directors"), based on the Compensation Committee's annual review of nonemployee director compensation, including an analysis prepared by independent compensation analyst Frederic W. Cook & Co., Inc., of reported nonemployee director compensation practices at the same peer companies used in the Compensation Committee's evaluation of compensation for the Company's named executive officers. This Plan is effective on January 1, 2018.

1.2 **Issuance of Deferred Stock Units**. The Plan constitutes a sub-plan under Section 3.5(j) of the 2016 Long-Term Incentive Plan, as amended (the "2016 LTIP"), with respect to the grant of Deferred Stock Units as set forth herein. By approval of this Plan, the Compensation Committee has authorized and approved the grant, issuance and settlement of the Deferred Stock Units pursuant to the 2016 LTIP as provided herein and subject to the terms and conditions of the forms of award agreements for such Deferred Stock Units which have been authorized and approved by the Compensation Committee as provided in the 2016 LTIP.

ARTICLE 2

DIRECTOR COMPENSATION

2.1 **Annual Retainer**. Directors who are U.S. residents receive an Annual Retainer of $100,000 per calendar year. In consideration of the increased travel time, Directors who are non-U.S. residents receive an Annual Retainer of $120,000 per calendar year. The Annual Retainer is earned and paid quarterly in arrears, in equal one-fourth installments as soon as practicable after the end of each calendar quarter.

2.2 **Board and Committee Chair Retainers**. The Non-Executive Chairman of the Board and the chairs of the following Board Committees receive annual Board and Committee Chair Retainers as follows:

(a) **Audit Committee Chair Retainer**: $25,000 per calendar year;

(b) **Compensation Chair Retainer**: $25,000 per calendar year;

(c) **Governance Chair Retainer**: $15,000 per calendar year; and

(d) **Non-Executive Chair Retainer**: $175,000 per calendar year.

The Board may appoint special committees from time-to-time and the Board and Committee Chair Retainer, if any, for the chairs of such committees are determined by the Compensation Committee in its discretion. Board and Committee Chair Retainers are earned and paid quarterly in arrears, in equal one-fourth installments as soon as practicable after the end of each calendar quarter.

2.3 **Presiding (Lead Independent) Director Retainer**. The Presiding Director will receive an annual Presiding Director Retainer of $35,000, which is earned and paid quarterly in arrears, in equal one-fourth installments as soon as practicable after the end of each calendar quarter.

2.4 **Meeting Fees**. Each Director will receive $1,500 for each standing committee meeting attended in person or by telephone. No fees are paid for attending Board meetings. Directors Emeriti receive $2,000 for each Board meeting attended in person and $1,000 for each telephonic Board meeting attended. The Board may appoint special committees from time-to-time and the Meeting Fees, if any, for such special committees are determined by the Compensation Committee in its discretion. Meeting Fees will be paid on a quarterly basis as soon as practicable after the end of each calendar quarter.

2.5 **Annual Deferred Stock Units**. On the date of the annual meeting of stockholders of the Company, each Director will receive an automatic grant of a number of Annual Deferred Stock Units ("Annual DSUs") determined by dividing (1) $200,000, by (2) the fair value of each such unit on such date, as determined by Aon (or another third-party designated by the Company) in accordance with FASB ASC Topic 718, with the result rounded up to the next whole unit. Annual DSUs are fully vested on the grant date and paid on the third anniversary of the grant date (subject to an election made pursuant to Section 3.1(b) of this Plan),

or earlier upon death, Disability or a Change in Control, as set forth in the Annual DSU agreements approved by the Compensation Committee.

2.6 **Proration of Retainers and Annual Deferred Stock Units**. An individual who becomes or ceases to be a Director other than on the first day of any calendar quarter will receive prorated Retainers for that quarter based on the number of days in such calendar quarter in which he or she served as a Director. An individual commencing service as a Director between annual meetings of the stockholders, will receive an automatic grant on the date services commence of a number of Annual DSUs equal to the product (rounded up to the nearest whole number) of (1) the number of Annual DSUs granted to each Director pursuant to Section 2.5 at the most recent annual meeting of stockholders of the Company, multiplied by (2) a fraction, (a) the numerator of which shall be the number of complete or partial calendar months from and including the month he or she commences service as a Director through the end of the calendar month immediately preceding the month in which the next annual meeting is scheduled to be held (or, if the next annual meeting has not been scheduled as of the grant date, it will be assumed to be scheduled for the next-following March for this purpose), and (b) the denominator of which shall be 12.

ARTICLE 3

ELECTIONS TO DEFER PAYMENT OF COMPENSATION

3.1 **Allowable Deferrals**

(a) Elective Deferred Stock Units. Directors may elect to convert all or a portion (in 25% increments) of their Retainers into Elective Deferred Stock Units ("Elective DSUs"), which are fully vested on the grant date and payable upon the earliest of (1) a date elected by the Director that is at least three years following the grant date, (2) separation from service, (3) death, (4) Disability, or (5) a Change in Control, as set forth in the Elective DSU agreements approved by the Compensation Committee. A Director who has made such an election shall, on the last day of the calendar quarter for which the Retainer would be paid but for such election, automatically receive a grant pursuant to this Plan of a number of Elective DSUs equal to (i) the amount of the Retainer to which such election applies, divided by (ii) the Fair Market Value (as defined in the 2016 LTIP) of a share of the Company's Common Stock on the last date of that quarter (or the next trading date following the close of the quarter with respect to any quarter that does not end on a trading date), with the result rounded up to the next whole unit.

(b) Deferral of Payment Date for Annual Deferred Stock Units. A Director may elect to defer the payment of the Annual DSUs to a date that is later than three years from the grant date.

(c) Deferrals into the Nonqualified Deferred Compensation Plan. Directors may elect to defer all or a portion (in whole percentages) of their Retainers and/or Meeting Fees into the Company's Nonqualified Deferred Compensation Plan ("NQDCP"), which gives Directors several investment options and allows them to select the timing and form of distributions.

3.2 **Timing and Manner of Elections**

(a) Annual Elections. Generally, any election referenced in Section 3.1 must be made by a Director in writing on the form provided by the Company before the beginning of the calendar year in which the Retainer or Meeting Fees are earned or the Annual DSU is granted.

(b) First Year Elections for New Directors. Directors who join the Board between annual meetings may make an election referenced in Section 3.1 (a) or (c) no later than thirty (30) days following the date he or she joins the Board, although that election will apply only to Retainers or Meeting Fees earned after the end of the calendar quarter in which such election is made.

(c) Effect of Elections. Elections are intended to comply with Section 409A of the Internal Revenue Code and are irrevocable and continue from year to year unless changed or terminated effective as of the beginning of a subsequent calendar year.

ARTICLE 4

AMENDMENT AND TERMINATION

4.1 **Amendment and Termination**. The Committee may at any time amend, suspend, discontinue or terminate this Plan; provided, however, that no such amendment, suspension, discontinuance or termination shall materially and adversely affect the rights of any Director with respect to amounts earned or Deferred Stock Units granted prior to the amendment, suspension, discontinuance or termination.

EXHIBIT 10.62

AMENDED AND RESTATED QUALCOMM INCORPORATED 2001 EMPLOYEE STOCK PURCHASE PLAN, AS AMENDED

As Amended through March 23, 2018

SECTION 1 Establishment, Purpose and Term of Plan.

1.1 Establishment. The Qualcomm Incorporated 2001 Employee Stock Purchase Plan, which was originally established as of February 27, 2001, was amended and restated by the Committee as of February 1, 2013. This document reflects amendments to the Plan through March 23, 2018.

1.2 Purpose. The purpose of the Plan is to advance the interests of the Company and its stockholders by providing an incentive to attract, retain and reward Eligible Employees of the Participating Company Group and by motivating such persons to contribute to the growth and profitability of the Participating Company Group. The Plan provides such Eligible Employees with an opportunity to acquire a proprietary interest in the Company through the purchase of Stock. The Company intends that the Plan qualify as an "employee stock purchase plan" under Section 423 of the Code (including any amendments or replacements of such section), and the Plan shall be so construed, although the Company makes no undertaking nor representation to maintain such qualification. In addition, this Plan document authorizes the grant of rights to purchase Stock under a Non-423(b) Plan which do not qualify under Section 423(b) of the Code, pursuant to rules, procedures or sub-plans adopted by the Board or Committee designed to achieve tax, securities law or other Company compliance objectives in particular locations outside the United States.

1.3 Term of Plan. The Plan shall continue in effect until the earlier of its termination by the Board or the date on which all of the shares of Stock available for issuance under the Plan have been issued.

SECTION 2 Definitions and Construction.

2.1 Definitions. Any term not expressly defined in the Plan but defined for purposes of Section 423 of the Code shall have the same definition herein for purposes of the Code Section 423(b) Plan. Whenever used herein, the following terms shall have their respective meanings set forth below:

(a) "Board" means the Board of Directors of the Company. If one or more Committees have been appointed by the Board to administer the Plan, "Board" also means such Committee(s).

(b) "Code" means the U.S. Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated thereunder.

(c) "Code Section 423(b) Plan" means an employee stock purchase plan which is designed to meet the requirements set forth in Section 423(b) of the Code. The provisions of the Code Section 423(b) Plan shall be construed, administered and enforced in accordance with Section 423(b) of the Code.

(d) "Committee" means the Compensation Committee or other committee of the Board duly appointed to administer the Plan and having such powers as shall be specified by the Board. Unless the powers of the Committee have been specifically limited, the Committee shall have all of the powers of the Board granted herein, including, without limitation, the power to amend or terminate the Plan at any time, subject to the terms of the Plan and any applicable limitations imposed by law. To the extent determined by the Board or the Compensation Committee, the term "Committee" shall also mean such officers of the Company as the Board or Compensation Committee shall specify.

(e) "Company" means Qualcomm Incorporated, a Delaware corporation, or any Successor.

(f) "Compensation" means, with respect to any Offering Period, all salary, wages (including amounts elected to be deferred by the employee, that would otherwise have been paid, under any cash or deferred arrangement established by the Company) and overtime pay, but excluding commissions, bonuses, payments under the 2-for-1 vacation program, profit sharing, the cost of employee benefits paid for by the Company, education or tuition reimbursements, imputed income arising under any Company group insurance or benefit program, traveling expenses, business and moving expense reimbursements, income received in connection with stock options, contributions made by the Company under any employee benefit plan, and similar items of compensation. Compensation shall also include payments while on a leave of absence during which participation continues pursuant to Section 2.1(g) to such extent as may be provided by the Company's leave policy.

(g) "Eligible Employee" means an Employee who meets the requirements set forth in Section 5 for eligibility to participate in the Plan. Eligible Employee shall also mean any other employee of a Participating Company to the extent that local law requires participation in the Plan to be extended to such employee.

(h) "Employee" means a person treated as an employee of a Participating Company for purposes of Section 423 of the Code. A Participant shall be deemed to have ceased to be an Employee either upon an actual termination of employment or upon the corporation employing the Participant ceasing to be a Participating Company. For purposes of the Plan, an individual shall not be deemed to have ceased to be an Employee while on any military leave or other leave of absence approved by the Company of three (3) months or less. If an individual's leave of absence exceeds three (3) months, the individual shall be deemed to have ceased to be an Employee on the first day immediately following such three-month period unless the individual's right to reemployment with the Participating Company Group is guaranteed either by statute or by contract.

(i) "Fair Market Value" means, as of any date:

(i) If the Stock is listed on any established stock exchange or traded on the Nasdaq Global Select Market or the Nasdaq Global Market, the Fair Market Value of a share of Stock shall be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or market (or if the stock is traded on more than one exchange or market, the exchange or market with the greatest volume of trading in the Stock) on the day of determination, in any case as reported in *The Wall Street Journal* or such other source as the Board deems reliable. In the absence of such markets for the Stock, the Fair Market Value shall be determined in good faith by the Board.

(ii) For purposes of this Plan, if the date as of which the Fair Market Value is to be determined is not a market trading day, then solely for the purpose of determining Fair Market Value such date shall be: (A) in the case of the Offering Date, the first market trading day following the Offering Date; (B) in the case of the Purchase Date, the last market trading day prior to the Purchase Date.

(j) "Non-423(b) Plan" means an employee stock purchase plan which does not meet the requirements set forth in Section 423(b) of the Code, as amended.

(k) "Offering" means an offering of Stock as provided in Section 6.

(l) "Offering Date" means, for any Offering, the first day of the Offering Period.

(m) "Offering Period" means a period established in accordance with Section 6.

(n) "Parent Corporation" means any present or future "parent corporation" of the Company, as defined in Section 424(e) of the Code.

(o) "Participant" means an Eligible Employee who has become a participant in an Offering Period in accordance with Section 7 and remains a participant in accordance with the Plan.

(p) "Participating Company" means the Company and any Parent Corporation or Subsidiary Corporation. The Board or Committee may determine that some or all employees of any Participating Company shall participate in the Non-423(b) Plan.

(q) "Participating Company Group" means, at any point in time, the Company and all other corporations collectively which are then Participating Companies.

(r) "Plan" shall mean the Amended and Restated Qualcomm Incorporated 2001 Employee Stock Purchase Plan, as amended from time to time, which includes a Code Section 423(b) Plan and a Non-423(b) Plan component.

(s) "Purchase Date" means, for any Offering, the last day of the Offering Period; provided, however, that the Board in its discretion may establish one or more additional Purchase Dates during any Offering Period.

(t) "Purchase Price" means the price at which a share of Stock may be purchased under the Plan, as determined in accordance with Section 9.

(u) "Purchase Right" means an option granted to a Participant pursuant to the Plan to purchase such shares of Stock as provided in Section 8, which the Participant may or may not exercise during the Offering Period in which such option is outstanding. Such option arises from the right of a Participant to withdraw any accumulated payroll deductions of the Participant not previously applied to the purchase of Stock under the Plan and to terminate participation in the Plan during an Offering Period, in accordance with such rules and procedures as may be established by Board.

(v) "Spinoff Transaction" means a transaction in which the voting stock of an entity in the Participating Company Group is distributed to the stockholders of a parent corporation as defined by Section 424(e) of the Code, of such entity.

(w) "Stock" means the common stock of the Company, as adjusted from time to time in accordance with Section 4.2.

(x) "Subscription Agreement" means an agreement in such form as specified by the Company which is delivered in written form or by communicating with the Company in such other manner as the Company may authorize, stating an Employee's election to participate in the Plan and authorizing payroll deductions under the Plan from the Employee's Compensation.

(y) "Subscription Date" means the Offering Date of an Offering Period, or such earlier date as the Company shall establish.

(z) "Subsidiary Corporation" means any present or future "subsidiary corporation" of the Company, as defined in Section 424(f) of the Code.

(aa) "Successor" means a corporation into or with which the Company is merged or consolidated or which acquires all or substantially all of the assets of the Company and which is designated by the Board as a Successor for purposes of the Plan.

2.2 Construction. Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of the Plan. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

SECTION 3 Administration.

3.1 Administration by the Board. The Plan shall be administered by the Board and its designees. Subject to the provisions of the Plan, the Board shall determine all of the relevant terms and conditions of Purchase Rights; provided, however, that all Participants granted Purchase Rights pursuant to an Offering under the Code Section 423(b) Plan shall have the same rights and privileges within the meaning of Section 423(b)(5) of the Code in such Offering. All expenses incurred in connection with the administration of the Plan shall be paid by the Company.

3.2 Authority of Officers. Any officer of the Company shall have the authority to act on behalf of the Company with respect to any matter, right, obligation, determination or election that is the responsibility of or that is allocated to the Company herein, provided that the officer has actual authority with respect to such matter, right, obligation, determination or election. Any decision or determination of the Company made by an officer having actual

authority with respect thereto, shall be final, binding and conclusive on the Participating Company Group, any Participant, and all persons having an interest in the Plan, or any Purchase Right granted hereunder, unless such officer's decision or determination is arbitrary or capricious, fraudulent, or made in bad faith.

3.3 Policies and Procedures Established by the Company. The Company may, from time to time, consistent with the Plan and, for purposes of the Code Section 423(b) Plan, the requirements of Section 423 of the Code, establish, interpret change or terminate such rules, guidelines, policies, procedures, limitations, or adjustments as deemed advisable by the Company, in its discretion, for the proper administration of the Plan, including, without limitation, (a) a minimum payroll deduction amount required for participation in an Offering, (b) a limitation on the frequency or number of changes permitted in the rate of payroll deduction during an Offering, (c) an exchange ratio applicable to amounts withheld in a currency other than United States dollars, (d) a payroll deduction greater than or less than the amount designated by a Participant in order to adjust for the Company's delay or mistake in processing a Subscription Agreement or in otherwise effecting a Participant's election under the Plan or, for purposes of the Code Section 423(b) Plan, as advisable to comply with the requirements of Section 423 of the Code, and (e) determination of the date and manner by which the Fair Market Value of a share of Stock is determined for purposes of administration of the Plan.

The Board's determination of the construction and interpretation of any provision of the Plan, and any actions taken, and any decisions or determinations made pursuant to the terms of the Plan, shall be final, binding and conclusive on the Participating Company Group, any Participant, and any person having an interest in the Plan or any Purchase Right granted hereunder unless the Board's action, decision or determination is arbitrary or capricious, fraudulent, or made in bad faith.

3.4 Indemnification. In addition to such other rights of indemnification as they may have as members of the Board or officers or Employees of the Participating Company Group, members of the Board and any officers or Employees of the Participating Company Group to whom authority to act for the Board or the Company is delegated shall be indemnified by the Company against all reasonable expenses, including attorneys' fees, actually and necessarily incurred in connection with the defense of any action, suit or proceeding, or in connection with any appeal therein, to which they or any of them may be a party by reason of any action taken or failure to act under or in connection with the Plan, or any right granted hereunder, and against all amounts paid by them in settlement thereof (provided such settlement is approved by independent legal counsel selected by the Company) or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such person is liable for gross negligence, bad faith or intentional misconduct in duties; provided, however, that within sixty (60) days after the institution of such action, suit or proceeding, such person shall offer to the Company, in writing, the opportunity at its own expense to handle and defend the same and to retain complete control over the litigation and/or settlement of such suit, action or proceeding.

SECTION 4 Shares Subject to Plan.

4.1 Maximum Number of Shares Issuable. Subject to adjustment as provided in Section 4.2, the maximum aggregate number of shares of Stock that may be issued under the Plan shall be **101,709,466**; provided, however that no more than an aggregate of **101,309,466** shares of Stock may be issued under the Code Section 423(b) Plan. The maximum aggregate number of shares of Stock available under the Code Section 423(b) Plan and the Non-423(b)

Plan shall consist of authorized but unissued or reacquired shares of Stock, or any combination thereof. If an outstanding Purchase Right for any reason expires or is terminated or canceled, the shares of Stock allocable to the unexercised portion of that Purchase Right shall again be available for issuance under the Plan; provided, however, that any such shares of Stock allocable to a Purchase Right that has expired, terminated or been canceled under the Non-423(b) Plan shall only be available again for issuance under the Non-423(b) Plan.

4.2 Adjustments for Changes in Capital Structure. In the event of any stock dividend, stock split, reverse stock split, recapitalization, combination, reclassification or similar change in the capital structure of the Company, or in the event of any merger (including a merger effected for the purpose of changing the Company's domicile), sale of assets or other reorganization in which the Company is a party, appropriate adjustments shall be made in the number and class of shares subject to the Plan, each Purchase Right, and in the Purchase Price. If a majority of the shares of the same class as the shares subject to outstanding Purchase Rights are exchanged for, converted into, or otherwise become (whether or not pursuant to an Ownership Change Event) shares of another corporation (the "New Shares"), the Board may unilaterally amend the outstanding Purchase Rights to provide that such Purchase Rights are exercisable for New Shares. In the event of any such amendment, the number of shares subject to, and the Purchase Price of, the outstanding Purchase Rights shall be adjusted in a fair and equitable manner, as determined by the Board, in its discretion. Notwithstanding the foregoing, any fractional share resulting from an adjustment pursuant to this Section 4.2 shall be rounded down to the nearest whole number, and in no event may the Purchase Price be decreased to an amount less than the par value, if any, of the stock subject to the Purchase Right.

SECTION 5 Eligibility.

5.1 Employees Eligible to Participate. Except as otherwise provided in this Section 5, an Employee shall be eligible to participate in an Offering if such Employee, as of the Offering Date, is employed by the Company or any other Participating Company designated by the Board as a corporation whose Employees may participate in the Offering. However, unless otherwise required under applicable local law, an Employee may not be eligible to participate in an Offering if the Employee, as of the Offering Date, either: (a) is customarily employed by the Participating Company Group for twenty (20) hours or less per week, (b) is customarily employed by the Participating Company Group for not more than five (5) months in any calendar year or (c) has not completed thirty (30) days of service with a Participating Company, or such other service requirement, up to a maximum of two (2) years, which the Board may require. Employees of a Participating Company designated to participate in the Non-423(b) Plan are eligible to participate in the Non-423(b) Plan only if they are selected to participate by the Board or Committee, which selection shall be in the sole discretion of the Board or Committee. Notwithstanding the foregoing, no employee of the Company or a Participating Company designated to participate in the Non-423(b) Plan shall be eligible to participate in the Non-423(b) Plan if he or she is an officer or director of the Company subject to the requirements of Section 16 of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act") with respect to the Company's securities.

5.2 Exclusion of Certain Stockholders. Notwithstanding any provision of the Plan to the contrary, no Employee shall be treated as an Eligible Employee and granted a Purchase Right under the Plan if, immediately after such grant, the Employee would own or hold options to purchase stock of the Company or of any Parent Corporation or Subsidiary Corporation possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of such corporation, as determined in accordance with Section 423(b)(3) of the Code.

For purposes of this Section 5.2, the attribution rules of Section 424(d) of the Code shall apply in determining the stock ownership of such Employee.

5.3 Determination by Company. The Company shall determine in good faith and in the exercise of its discretion whether an individual has become or has ceased to be an Employee or an Eligible Employee and the effective date of such individual's attainment or termination of such status, as the case may be. For purposes of an individual's eligibility to participate in or other rights, if any, under the Plan as of the time of the Company's determination, all such determinations by the Company shall be final, binding and conclusive, unless the Company's determination is arbitrary or capricious, fraudulent, or made in bad faith notwithstanding that the Company or any court of law or governmental agency subsequently makes a contrary determination.

SECTION 6 Offerings.

The Plan shall be implemented by sequential Offerings of approximately six (6) months duration or such other duration as the Board shall determine (an "Offering Period"). Offering Periods shall be established by the Board, in its sole and absolute discretion, and such Offering Periods may have different durations or different commencing or ending dates; provided, however, that no Offering Period may have a duration exceeding twenty-seven (27) months.

SECTION 7 Participation in the Plan.

7.1 Initial Participation. An Eligible Employee may become a Participant in an Offering Period by delivering a properly completed Subscription Agreement, in accordance with such rules and procedures as may be specified by the Company. An Eligible Employee who does not deliver a properly completed Subscription Agreement to the Company in the required time period shall not participate in the Plan for that Offering Period. Furthermore, the Eligible Employee may not participate in a subsequent Offering Period unless a properly completed Subscription Agreement is delivered to the Company on or before the Subscription Date for such subsequent Offering Period.

7.2 Continued Participation. A Participant shall automatically participate in the next Offering Period commencing immediately after the Purchase Date of each Offering Period in which the Participant participates provided that the Participant remains an Eligible Employee on the Offering Date of the new Offering Period and has not either (a) withdrawn from the Plan pursuant to Section 12.1 or (b) terminated employment as provided in Section 13. A Participant who may automatically participate in a subsequent Offering Period, as provided in this Section, is not required to deliver any additional Subscription Agreement for the subsequent Offering Period in order to continue participation in the Plan. However, a Participant may deliver a new Subscription Agreement for a subsequent Offering Period in accordance with the procedures set forth in Section 7.1 if the Participant desires to change any of the elections contained in the Participant's then effective Subscription Agreement.

SECTION 8 Right to Purchase Shares.

8.1 Grant of Purchase Right.

(a) Except as set forth below (or as otherwise specified by the Board prior to the Offering Date), on the Offering Date of each Offering Period, each Participant in that Offering Period shall be granted automatically a Purchase Right consisting of an option to

purchase that number of whole shares of Stock determined by dividing Twelve Thousand Five Hundred Dollars ($12,500) by the Fair Market Value of a share of Stock on such Offering Date. In connection with any Offering made under this Plan, the Board or the Committee may specify a maximum number of shares of Stock which may be purchased by any employee as well as a maximum aggregate number of shares of Stock which may be purchased by all eligible employees pursuant to such Offering. In addition, in connection with any Offering which contains more than one Purchase Date, the Board or the Committee may specify a maximum aggregate number of shares which may be purchased by all eligible employees on any given Purchase Date under the Offering.

(b) If the aggregate purchase of shares of Stock upon exercise of rights granted under the Offering would exceed any such maximum aggregate number, the Board or the Committee shall make a pro rata allocation of the shares of Stock available in as nearly a uniform manner as shall be practicable and as it shall deem to be equitable. No Purchase Right shall be granted on an Offering Date to any person who is not, on such Offering Date, an Eligible Employee.

8.2 Substitution of Rights. The grant of rights under an Offering may be done to carry out the substitution of rights under the Plan for pre-existing rights granted under another employee stock purchase plan, if such substitution is pursuant to a transaction described in Section 424(a) of the Code (or any successor provision thereto) and the characteristics of such substitute rights conform to the requirements of Section 424(a) of the Code (or any successor provision thereto) and will not cause the disqualification of the Code Section 423(b) Plan under Section 423 of the Code. Notwithstanding the other terms of the Plan, such substitute rights shall have the same characteristics as the characteristics associated with such pre-existing rights, including, but not limited to, the following:

(a) the date on which such pre-existing right was granted shall be the "Offering Date" of such substitute right for purposes of determining the date of grant of the substitute right;

(b) the Offering for such substitute right shall begin on its Offering Date and end coincident on the applicable Purchase Date, but no later than the end of the offering (as determined under the terms of such offering) under which the pre-existing right was granted.

8.3 Pro Rata Adjustment of Purchase Right. If the Board establishes an Offering Period of any duration other than six months, then any limitation on the number of shares of Stock subject to each Purchase Right granted on the Offering Date of such Offering Period set forth in Section 8.1(a) shall be prorated based upon the ratio which the number of months in such Offering Period bears to six (6).

8.4 Calendar Year Purchase Limitation. Notwithstanding any provision of the Plan to the contrary, no Participant shall be granted a Purchase Right which permits his or her right to purchase shares of Stock under the Plan to accrue at a rate which, when aggregated with such Participant's rights to purchase shares under all other employee stock purchase plans of a Participating Company intended to meet the requirements of Section 423 of the Code, exceeds Twenty-Five Thousand Dollars ($25,000) in Fair Market Value (or such other limit, if any, as may be imposed by the Code) for each calendar year in which such Purchase Right is outstanding at any time. For purposes of the preceding sentence, the Fair Market Value of shares purchased during a given Offering Period shall be determined as of the Offering Date for such

Offering Period. The limitation described in this Section shall be applied in conformance with applicable regulations under Section 423(b)(8) of the Code.

SECTION 9 Purchase Price.

The Purchase Price for an Offering Period shall be eighty-five percent (85%) of the lesser of (a) the Fair Market Value of a share of Stock on the Offering Date of the Offering Period, or (b) the Fair Market Value of a share of Stock on the Purchase Date. Notwithstanding the foregoing, the Board, in its sole discretion, may establish the Purchase Price at which each share of Stock may be acquired in an Offering Period upon the exercise of all or any portion of a Purchase Right; provided, however, that the Purchase Price shall not be less than eighty-five percent (85%) of the lesser of (a) the Fair Market Value of a share of Stock on the Offering Date of the Offering Period or (b) the Fair Market Value of a share of Stock on the Purchase Date.

SECTION 10 Accumulation of Purchase Price Through Payroll Deduction.

Shares of Stock acquired pursuant to the exercise of all or any portion of a Purchase Right may be paid for only by means of payroll deductions from the Participant's Compensation accumulated during the Offering Period for which such Purchase Right was granted, and, if a payroll deduction is not permitted under a statute, regulation, rule of a jurisdiction, or is not administratively feasible, such other payments as may be approved by the Company, subject to the following:

10.1 Amount of Payroll Deductions. Except as otherwise provided herein, the amount to be deducted under the Plan from a Participant's Compensation on each payday during an Offering Period shall be determined by the Participant's Subscription Agreement. The Subscription Agreement shall set forth the percentage of the Participant's Compensation to be deducted on each payday during an Offering Period in whole percentages, up to fifteen percent (15%). The Board may change the foregoing limits on payroll deductions effective as of any Offering Date.

10.2 Commencement of Payroll Deductions. Payroll deductions shall commence on the first payday following the Offering Date and shall continue through the last payday prior to the end of the Offering Period unless sooner altered or terminated as provided herein.

10.3 Election to Change or Stop Payroll Deductions. During an Offering Period, to the extent provided for in the Offering, a Participant may elect to decrease the rate of, or to stop, deductions from his or her Compensation by delivering to the Company an amended Subscription Agreement, in such form and manner as specified by the Company, authorizing such change on or before the Change Notice Date, as defined below. A Participant who elects, effective following the first payday of an Offering Period, to decrease the rate of his or her payroll deductions to zero percent (0%) shall nevertheless remain a Participant in the current Offering Period unless such Participant withdraws from the Plan as provided in Section 12.1. The "Change Notice Date" shall be the day established in accordance with procedures established by the Company.

10.4 Company's Holding of Deductions. All payroll deductions from a Participant's Compensation shall be deposited with the general funds of the Company, and to the extent permitted by applicable law, may be used by the Company for any corporate purpose. No interest will accrue on the payroll deductions from a Participant under this Plan, except as

otherwise required by applicable law. If such interest is required, all accrued interest will not be used to purchase additional shares of Stock on a Purchase Date, and such accrued interest shall be refunded to the Participant following such Purchase Date (or, if applicable, the Participant's withdrawal from the Plan pursuant to Section 12.1 or termination of employment as described in Section 13).

10.5 Voluntary Withdrawal of Deductions. A Participant may withdraw payroll deductions credited to the Plan and not previously applied toward the purchase of Stock only as provided in Section 12.1.

10.6 Contributions Under Non-423(b) Plan. In the sole discretion of the Board or Committee and if specified in the terms of the Offering, a Participant at a Participating Company designated to participate in the Non-423(b) Plan may make additional payments into his or her account, provided that such Participant has not had the maximum amount withheld during the Offering pursuant to Section 10.1 above.

SECTION 11 Purchase of Shares.

11.1 Exercise of Purchase Right. On each Purchase Date, each Participant's accumulated payroll deductions and other additional payments specifically permitted by the Plan (without any increase for interest), will be applied to the purchase of whole shares of Stock, up to the maximum number of shares permitted pursuant to the terms of the Plan and the applicable Offering, at the Purchase Price for such Offering. No fractional shares shall be issued upon the exercise of Purchase Rights granted under the Plan. The amount, if any, of each Participant's accumulated payroll deductions remaining after the purchase of shares on the Purchase Date of an Offering shall be refunded in full to the Participant after such Purchase Date.

11.2 Pro Rata Allocation of Shares. If the number of shares of Stock which might be purchased by all Participants in the Plan on a Purchase Date exceeds the number of shares of Stock available in the Plan as provided in Section 4.1, the Company shall make a pro rata allocation of the remaining shares in as uniform a manner as practicable and as the Company determines to be equitable. Any fractional share resulting from such pro rata allocation to any Participant shall be disregarded.

11.3 Delivery of Shares. As soon as practicable after each Purchase Date, the Company shall arrange the delivery to each Participant of the shares acquired by the Participant on such Purchase Date; provided that the Company may deliver such shares to a broker designated by the Company that will hold such shares for the benefit of the Participant. Shares to be delivered to a Participant under the Plan shall be registered, or held in an account, in the name of the Participant, or, if requested by the Participant, such other name or names as the Company may permit under rules established for the operation and administration of the Plan.

11.4 Tax Withholding. At the time a Participant's Purchase Right is exercised, in whole or in part, or at the time a Participant disposes of some or all of the shares of Stock he or she acquires under the Plan, the Participant shall make adequate provision for the federal, state, local and foreign tax withholding obligations, if any, of the Participating Company Group which arise upon exercise of the Purchase Right or upon such disposition of shares, respectively. The Participating Company Group may, but shall not be obligated to, withhold from the Participant's compensation the amount necessary to meet such withholding obligations.

11.5 Expiration of Purchase Right. A Purchase Right shall expire immediately upon the end of the Offering Period to the extent it exceeds the number of shares of Stock which are purchased with a Participant's accumulated payroll deductions or other permitted contribution during any Offering Period.

11.6 Provision of Reports and Stockholder Information to Participants. Each Participant who has exercised all or part of his or her Purchase Right shall receive, as soon as practicable after the Purchase Date, a report of such Participant's account setting forth the total payroll deductions accumulated prior to such exercise, the number of shares of Stock purchased, the Purchase Price for such shares, the date of purchase and the cash balance, if any, remaining immediately after such purchase that is to be refunded. The report required by this Section may be delivered in such form and by such means, including by electronic transmission, as the Company may determine. In addition, each Participant shall be given access to information concerning the Company equivalent to that information provided generally to the Company's common stockholders.

SECTION 12 Withdrawal from Plan.

12.1 Voluntary Withdrawal from the Plan. A Participant may withdraw from the Plan by signing and delivering to the Company's designated office a written notice of withdrawal on a form provided by the Company for this purpose or by communicating with the Company in such other manner as the Company may authorize. A Participant who voluntarily withdraws from the Plan is prohibited from resuming participation in the Plan in the same Offering from which he or she withdrew, but may participate in any subsequent Offering by again satisfying the requirements of Section 5 and Section 7.1. The Company may impose, from time to time, a requirement that the notice of withdrawal from the Plan be on file with the Company's designated office for a reasonable period prior to the effectiveness of the Participant's withdrawal.

12.2 Return of Payroll Deductions. Upon a Participant's voluntary withdrawal from the Plan pursuant to Section 12.1, the Participant's accumulated payroll deductions which have not been applied toward the purchase of shares shall be refunded to the Participant as soon as practicable after the withdrawal (and except as otherwise provided in Section 10.4, without the payment of any interest), and the Participant's participation in the Plan shall terminate. Such accumulated payroll deductions to be refunded in accordance with this Section may not be applied to any other Offering under the Plan.

SECTION 13 Termination of Employment.

13.1 General. Upon a Participant's ceasing, prior to a Purchase Date, to be an Employee of the Participating Company Group for any reason, the Participant's participation in the Plan shall terminate immediately, except as otherwise provided in Section 2.1(g).

13.2 Return of Payroll Deductions. Upon termination of participation, the terminated Participant's accumulated payroll deductions which have not been applied toward the purchase of shares shall, as soon as practicable, be returned to the Participant or, in the case of the Participant's death, to the Participant's legal representative, and all of the Participant's rights under the Plan shall terminate. Except as otherwise provided in Section 10.4, interest shall not be paid on sums returned pursuant to this Section 13. A Participant whose participation has been so terminated may again become eligible to participate in future Offerings under the Plan by satisfying the requirements of Section 5 and Section 7.1.

SECTION 14 Change in Control.

14.1 Definitions.

(a) An "Ownership Change Event" shall be deemed to have occurred if any of the following occurs with respect to the Company: (i) the direct or indirect sale or exchange in a single or series of related transactions by the stockholders of the Company of more than fifty percent (50%) of the voting stock of the Company; (ii) a merger or consolidation in which the Company is a party; (iii) the sale, exchange, or transfer of all or substantially all, as determined by the Board in its sole discretion, of the assets of the Company; or (iv) a liquidation or dissolution of the Company.

(b) A "Change in Control" shall mean an Ownership Change Event or a series of related Ownership Change Events (collectively, a "Transaction") wherein the stockholders of the Company immediately before the Transaction do not retain immediately after the Transaction, in substantially the same proportions as their ownership of shares of the

Company's voting stock immediately before the Transaction, direct or indirect beneficial ownership of more than fifty percent (50%) of the total combined voting power of the outstanding voting securities of the Company or, in the case of a Transaction described in Section 14.1(a)(iii), the corporation or other business entity to which the assets of the Company were transferred (the "Transferee"), as the case may be. The Board shall determine in its sole discretion whether multiple sales or exchanges of the voting securities of the Company or multiple Ownership Change Events are related. Notwithstanding the preceding sentence, a Change in Control shall not include any Transaction in which the voting stock of an entity in the Participating Company Group is distributed to the stockholders of a parent corporation, as defined in Section 424(e) of the Code, of such entity. Any Ownership Change Event resulting from an underwritten public offering of the Company's Stock or the stock of any Participating Company shall not be deemed a Change in Control for any purpose hereunder.

14.2 Effect of Change in Control on Purchase Rights. In the event of a Change in Control, the surviving, continuing, successor, or purchasing corporation or parent corporation thereof, as the case may be (the "Acquiring Corporation"), may assume the Company's rights and obligations under the Plan. If the Acquiring Corporation elects not to assume the Company's rights and obligations under outstanding Purchase Rights, the Purchase Date of the then current Offering Period shall be accelerated to a date before the date of the Change in Control specified by the Board, but the number of shares of Stock subject to outstanding Purchase Rights shall not be adjusted, provided, however, that the Purchase Date with respect to Purchase Rights granted pursuant to a Non-423(b) Plan shall be accelerated as contemplated by the foregoing sentence only to the extent the event constituting the Change in Control qualifies as a "change in ownership" or "change in effective control" of the Company or a "change in ownership of a substantial portion of the assets" of the Company, as these concepts are defined in U.S. Treas. Reg. § 1.409A-3(i)(5) or successor provisions. All Purchase Rights which are neither assumed by the Acquiring Corporation in connection with the Change in Control nor exercised as of the date of the Change in Control shall terminate and cease to be outstanding effective as of the date of the Change in Control.

SECTION 15 Nontransferability of Purchase Rights.

Neither payroll deductions nor a Participant's Purchase Right may be assigned, transferred, pledged or otherwise disposed of in any manner other than as provided by the Plan or by will or the laws of descent and distribution. Any such attempted assignment, transfer, pledge or other disposition shall be without effect, except that the Company may treat such act as an election to withdraw from the Plan as provided in Section 12.1. A Purchase Right shall be exercisable during the lifetime of the Participant only by the Participant.

SECTION 16 Compliance with Securities Law and Other Applicable Requirements.

The issuance of shares under the Plan shall be subject to compliance with all applicable requirements of federal, state and foreign law with respect to such securities. A Purchase Right may not be exercised if the issuance of shares upon such exercise would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any securities exchange or market system upon which the Stock may then be listed. In addition, no Purchase Right may be exercised unless (a) a registration statement under the U.S. Securities Act of 1933, as amended, shall at the time of exercise of the Purchase Right be in effect with respect to the shares issuable upon exercise of the Purchase Right, or (b) in the opinion of legal counsel to the Company, the shares issuable upon exercise of the Purchase Right may be issued in accordance with the terms of an applicable

exemption from the registration requirements of said Act. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any shares under the Plan shall relieve the Company of any liability in respect of the failure to issue or sell such shares as to which such requisite authority shall not have been obtained. Anything in the foregoing to the contrary notwithstanding, Purchase Rights granted under a Non-423(b) Plan may be suspended, delayed or otherwise deferred for any of the reasons contemplated in this Section 16 only to the extent such suspension, delay or deferral is permitted under U.S. Treas. Reg. §§ 1.409A-2(b)(7), 1.409A-1(b)(4)(ii) or successor provisions, or as otherwise permitted under Section 409A of the Code. As a condition to the exercise of a Purchase Right, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation, and to make any representation or warranty with respect thereto as may be requested by the Company.

SECTION 17 Rules for Foreign Jurisdictions.

17.1 Compliance with Foreign Law. The Board or Committee may adopt rules or procedures relating to the operation and administration of the Plan to accommodate the specific requirements of local laws and procedures. Without limiting the generality of the foregoing, the Board or Committee is specifically authorized to adopt rules and procedures regarding handling of payroll deductions, payment of interest, conversion of local currency, payroll tax, withholding procedures and handling of stock certificates which vary with local requirements.

17.2 Non-423(b) Plan Component. The Board or Committee may also adopt rules, procedures or sub-plans applicable to particular Participating Companies or locations, which sub-plans may be designed to be outside the scope of Code Section 423. The rules of such sub-plans may take precedence over other provisions of this Plan, with the exception of Section 4.1, but unless otherwise superseded by the terms of such sub-plan, the provisions of this Plan shall govern the operation of such sub-plan. To the extent inconsistent with the requirements of Section 423, such sub-plan shall be considered part of the Non-423(b) Plan, and rights granted thereunder shall not be considered to comply with Code Section 423.

SECTION 18 Rights as a Stockholder and Employee.

A Participant shall have no rights as a stockholder by virtue of the Participant's participation in the Plan until the date of the issuance of shares purchased pursuant to the exercise of the Participant's Purchase Right (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date such share is issued, except as provided in Section 4.2. Nothing herein shall confer upon a Participant any right to continue in the employ of the Participating Company Group or interfere in any way with any right of the Participating Company Group to terminate the Participant's employment at any time.

SECTION 19 Distribution on Death.

If a Participant dies, the Company shall deliver any shares or cash credited to the Participant to the Participant's legal representative.

SECTION 20 Notices.

All notices or other communications by a Participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

SECTION 21 Amendment or Termination of the Plan.

The Board may at any time amend or terminate the Plan, except that (a) such termination shall not affect Purchase Rights previously granted under the Plan, except as permitted under the Plan, and (b) no amendment may adversely affect a Purchase Right previously granted under the Plan (except to the extent permitted by the Plan or as may be necessary to qualify the Code Section 423(b) Plan as an employee stock purchase plan pursuant to Section 423 of the Code or to obtain qualification or registration of the shares of Stock under applicable federal, state or foreign securities laws). In addition, an amendment to the Plan must be approved by the stockholders of the Company within twelve (12) months of the adoption of such amendment if such amendment would increase the maximum aggregate number of shares of Stock that may be issued under the Plan (except by operation of the provisions of Section 4.1 or Section 4.2) or would change the definition of the corporations that may be designated by the Board as Participating Companies.

SECTION 22 Code Section 409A.

The Code Section 423(b) Plan is exempt from the application of Section 409A. The Non-423(b) Plan is intended to comply and shall be administered in a manner that is intended to comply with Section 409A of the Code and shall be construed and interpreted in accordance with such intent. To the extent a Purchase Right or the vesting, payment, settlement or deferral thereof is subject to Section 409A of the Code, the Purchase Right shall be granted, paid, exercised, settled or deferred in a manner that will comply with Section 409A of the Code, including the final regulations and other guidance issued with respect thereto, except as otherwise determined by the Committee. Any provision of the Non-423(b) Plan that would cause the grant of a Purchase Right or the payment, settlement or deferral thereof to fail to satisfy Section 409A of the Code shall be amended to comply with Section 409A of the Code on a timely basis, which amendment may be made on a retroactive basis, in accordance with the final regulations and guidance issued under Section 409A of the Code. Notwithstanding the foregoing, the Company shall have no liability to a Participant or any other party if the Purchase Right that is intended to be exempt from, or compliant with Section 409A of the Code is not so exempt or compliant or for any action taken by the Committee with respect thereto.

EXHIBIT 31.1

CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Steve Mollenkopf, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of QUALCOMM Incorporated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: April 25, 2018

/s/ Steve Mollenkopf

Steve Mollenkopf

Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, George S. Davis, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of QUALCOMM Incorporated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: April 25, 2018

/s/ George S. Davis

George S. Davis

Executive Vice President and Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

(18 U.S.C. SECTION 1350)

In connection with the accompanying Quarterly Report of QUALCOMM Incorporated (the "Company") on Form 10-Q for the fiscal quarter ended March 25, 2018 (the "Report"), I, Steve Mollenkopf, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: April 25, 2018

/s/ Steve Mollenkopf

Steve Mollenkopf

Chief Executive Officer

EXHIBIT 32.2

CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

(18 U.S.C. SECTION 1350)

In connection with the accompanying Quarterly Report of QUALCOMM Incorporated (the "Company") on Form 10-Q for the fiscal quarter ended March 25, 2018 (the "Report"), I, George S. Davis, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: April 25, 2018

/s/ George S. Davis

George S. Davis

Executive Vice President and Chief Financial Officer