
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): December 6, 2018

BROADCOM INC.
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38449
(Commission
File Number)

35-2617337
(IRS Employer
Identification No.)

1320 Ridder Park Drive, San Jose, California
(Address of principal executive offices)

95131
(Zip Code)

(408) 433-8000
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

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. ☐

Item 2.02 Results of Operations and Financial Condition

On December 6, 2018, Broadcom Inc. (“Broadcom” or the “Company”) issued a press release announcing its unaudited financial results for the fourth quarter and fiscal year ended November 4, 2018 (“Fiscal Year 2018”). The Company will host an investor conference call on December 6, 2018 at 2:00 p.m. Pacific Time to discuss these results.

The foregoing description is qualified in its entirety by reference to the press release dated December 6, 2018, a copy of which is attached hereto as Exhibit 99.1.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

At a regular meeting of the Board of Directors (the “Board”) of the Company held on December 5, 2018 (the “Meeting”), James V. Diller notified the Board that he will not be standing for re-election as a director at the Company’s 2019 annual meeting of stockholders (the “2019 Annual Meeting”). Mr. Diller also stepped down from his position as Chairman of the Board and Chairman of the Executive Committee, effective at the conclusion of the Meeting. Mr. Diller’s decision not to seek re-election and to step down as Chairman of the Board and of the Executive Committee is not due to any disagreement between Mr. Diller and Broadcom.

Also on December 5, 2018, the Board elected Henry Samueli, Ph.D., an existing director, as Chairman of the Board and Chairman of the Executive Committee, effective at the conclusion of the Meeting. Upon his election as Chairman of the Board, Dr. Samueli resigned from his position as Chief Technology Officer of the Company. Dr. Samueli also informed the Board that he will decline all compensation for his service on the Board and as its Chairman. The unvested equity awards that the Company previously granted to Dr. Samueli will continue to vest, subject to the terms and conditions of the awards.

In addition, the Board elected Eddy W. Hartenstein, an existing director, as Lead Independent Director, a newly created position, effective at the conclusion of the Meeting. Mr. Hartenstein will continue to serve as the Chairman of the Compensation Committee and as a member of the Audit and Executive Committees.

Mr. Diller will continue to serve as a director and as a member of the Compensation and Executive Committees until the 2019 Annual Meeting. He will also continue to serve as the Chairman of the Nominating and Corporate Governance Committee.

At the Meeting, the Board, with advice from its independent compensation consultant, Compensia, Inc. (“Compensia”), also approved certain changes to amounts payable under its non-employee director compensation program, effective immediately, as follows:

Cash Compensation	Previous Annual Amount	Revised Annual Amount
Board membership (payable to all non-employee directors)	\$ 80,000	\$ 90,000
Additional amounts, as applicable, payable to:		
Independent Chairperson of the Board	\$ 150,000	\$ 150,000
Lead Independent Director	N/A	\$ 100,000
Chairperson of the Audit Committee	\$ 35,000	\$ 40,000
Chairperson of the Compensation Committee	\$ 22,500	\$ 22,500
Chairperson of the Nominating & Corporate Governance Committee	\$ 18,000	\$ 20,000
Member of the Audit Committee (other than the chairperson)	\$ 12,500	\$ 15,000
Member of the Compensation Committee (other than the chairperson)	\$ 10,000	\$ 10,000
Member of the Nominating & Corporate Governance Committee (other than the chairperson)	\$ 6,000	\$ 10,000
Equity Compensation		
Annual restricted stock unit (“RSU”) award (target value) ⁽¹⁾	\$ 200,000	\$ 220,000

(1) Grants for new directors are pro-rated, based on the expected portion of a year served prior to the annual meeting of stockholders following the date of appointment to the Board.

At the Meeting, the Board also approved the Company’s Fiscal Year 2019 Annual Performance Bonus Plan for Executive Employees (the “Plan”), which is the Company’s performance-based annual cash incentive bonus plan for its executive management employees for its fiscal year ending November 3, 2019. The terms of the Plan are substantially the same as the Fiscal Year 2018 Annual Performance Bonus Plan for Executive Employees, adopted in respect of the Company’s Fiscal Year 2018, other than with regard to the applicable annual performance metrics.

The disclosure under the heading “Multi-Year Equity Grant Program” in Item 8.01 of this Current Report on Form 8-K is hereby incorporated into this Item 5.02 by reference.

Item 8.01. Other Events.

Quarterly Dividend

On December 6, 2018, the Company announced that its Board has declared a quarterly cash dividend on the Company's common stock (the "Common Stock") of \$2.65 per share. The dividend is payable on December 28, 2018 to stockholders of record at the close of business (5:00 p.m.), Eastern Time, on December 19, 2018.

Multi-Year Equity Grant Program

On December 4, 2018, the Compensation Committee of the Board, with advice from Compensia, approved a broad-based program of multi-year equity grants (the "Multi-Year Equity Awards") of RSUs and performance stock units ("PSUs") to eligible individuals ("Participants"), including employees who recently joined Broadcom in connection with its acquisition of CA, Inc. ("CA") and the Company's executive officers, other than Hock E. Tan, Broadcom's President and Chief Executive Officer.

Each Multi-Year Equity Award will vest on the same basis as four annual equity grants made on March 15 of each year, beginning in 2019. The effective grant date for each Multi-Year Equity Award will be January 15, 2019 and it is expected that a maximum of approximately 31 million shares of Common Stock in aggregate will be issued pursuant to the scheduled vesting of the grants. The value of each grant is intended to approximate the value of an annual grant, consistent with the Company's historical practices.

An example of a Multi-Year Equity Award of RSUs, vesting over seven years, is set forth below:

For Illustrative Purposes Only Multi-Year Equity Award	# of RSUs Vesting On							
	3/15/19	3/15/20	3/15/21	3/15/22	3/15/23	3/15/24	3/15/25	3/15/26
Grant 1: 400 RSUs	— *	100	100	100	100	—	—	—
Grant 2: 400 RSUs	—	— *	100	100	100	100	—	—
Grant 3: 400 RSUs	—	—	— *	100	100	100	100	—
Grant 4: 400 RSUs	—	—	—	— *	100	100	100	100
Total: 1,600 RSUs	0	100	200	300	400	300	200	100

* Denotes grant vesting start date

No further annual equity grants will be made to the Participants until at least 2023. Hock E. Tan, Broadcom's President and Chief Executive Officer, did not receive a Multi-Year Equity Award and will not receive another equity award until at least 2021.

For Broadcom's senior management, 50% of their respective Multi-Year Equity Awards will be comprised of PSUs. As with PSUs awarded in recent years, vesting of these PSUs will be based on Broadcom's relative total shareholder return (compared to the S&P 500) and absolute total shareholder return over four overlapping one, two, three and four-year performance periods per grant. If the absolute total shareholder return for the fourth performance period of a grant is negative, the maximum payout is limited to 100% of the total target shares for that grant. The maximum number of shares that may be earned for each grant is 200% of the total target shares for that grant.

Broadcom has historically granted annual equity awards to the vast majority of its employee base to align their interests with those of its stockholders, encourage retention, and drive performance. The acquisition of CA marks an important milestone for the Company and the Multi-Year Equity Awards are intended to provide its employees with clarity regarding future compensation in order to create a powerful long-term retention incentive, as well as sharpened focus on long-term stockholder value creation.

The Company also believes it is in the best interests of its stockholders to maximize the use of the remaining shares available under the Avago Technologies Limited 2009 Equity Incentive Award Plan (the "Avago Plan"), which expires in 2019. The Multi-Year Equity Awards will be issued out of the Avago Plan, as well as out of the Broadcom Corporation 2012 Stock Incentive Plan (the "BRCM Plan"). The foregoing description of the Multi-Year Equity Awards does not purport to be complete and is qualified in its entirety by reference to the full text of the forms of award agreements attached hereto as Exhibits 10.1 to 10.4, and incorporated herein by reference.

Increase in Share Repurchase Authorization

In connection with the implementation of the Multi-Year Equity Award program, on December 5, 2018, the Board increased the Company's current share repurchase program by authorizing the repurchase by Broadcom of up to an additional \$6.0 billion (the "Incremental Share Repurchase Authorization") of its Common Stock from time to time on or prior to November 3, 2019, the end of Broadcom's fiscal year 2019. As of December 4, 2018, approximately \$4.2 billion remained available under its previously authorized \$12.0 billion share repurchase authorization. As a result, the aggregate remaining share repurchase authorization is approximately \$10.2 billion as of the date hereof. Repurchases of Common Stock pursuant to the Incremental Share Repurchase Authorization are intended to offset the dilution associated with the Multi-Year Equity Awards and may be effected through a variety of methods, including open market or privately negotiated purchases in compliance with Rule 10b-18 under the Securities Exchange Act of 1934, as amended. The timing and number of shares of Common Stock repurchased will depend on a variety of factors, including price, general business and market conditions and alternative investment or other opportunities. Broadcom's share repurchase program does not obligate it to repurchase any specific number of shares of Common Stock, and may be suspended or discontinued at any time.

Risk Factors

The Company is filing as Exhibit 99.2 hereto risk factors related to the Company’s business, which risk factors are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Agreement for Multi-Year Equity Award of RSUs under the Avago Technologies Limited 2009 Equity Incentive Award Plan (the “Avago Plan”)</u>
10.2	<u>Agreement for Multi-Year Equity Award of Performance Stock Units (“PSUs”) under the Avago Plan</u>
10.3	<u>Agreement for Multi-Year Equity Award of RSUs under the Broadcom Corporation 2012 Stock Incentive Plan (the “BRCM Plan”)</u>
10.4	<u>Agreement for Multi-Year Equity Award of PSUs under the BRCM Plan</u>
99.1	<u>Press release, dated December 6, 2018, entitled “Broadcom Inc. Announces Fourth Quarter and Fiscal Year 2018 Financial Results”</u>
99.2	<u>Company Risk Factors</u>

The information contained in Items 2.02 of this report, including Exhibit 99.1, shall not be incorporated by reference into any filing of the registrant, whether made before or after the date hereof, regardless of any general incorporation language in such filing, unless expressly incorporated by specific reference to such filing. The information in this report, including the exhibits hereto, shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section.

Cautionary Note Regarding Forward-Looking Statements

This report contains forward-looking statements (including within the meaning of Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended) concerning Broadcom. These statements include, but are not limited to, statements that address our expected future business and financial performance and other statements identified by words such as “will”, “expect”, “believe”, “anticipate”, “estimate”, “should”, “intend”, “plan”, “potential”, “predict” “project”, “aim”, and similar words, phrases or expressions. These forward-looking statements are based on current expectations and beliefs of the management of Broadcom, as well as assumptions made by, and information currently available to, such management, current market trends and market conditions and involve risks and uncertainties, many of which are outside the Company’s and management’s control, and which may cause actual results to differ materially from those contained in forward-looking statements. Accordingly, you should not place undue reliance on such statements.

Particular uncertainties that could materially affect future results include risks associated with: our acquisition of CA, including (1) potential difficulties in employee retention, (2) unexpected costs, charges or expenses, and (3) our ability to successfully integrate CA’s business and achieve the anticipated benefits of the transaction; any loss of our significant customers and fluctuations in the timing and volume of significant customer demand; our dependence on contract manufacturing and outsourced supply chain; our dependency on a limited number of suppliers; any other acquisitions we may make, including integrating acquired companies with our existing businesses and our ability to achieve the benefits, growth prospects and synergies expected by such acquisitions; our ability to accurately estimate customers’ demand and adjust our manufacturing and supply chain accordingly; our significant indebtedness, including the additional indebtedness that we incurred in connection with the CA acquisition and the need to generate sufficient cash flows to service and repay such debt; dependence on and risks associated with distributors of our products; dependence on senior management; quarterly and annual fluctuations in operating results; global economic conditions and concerns; the amount and frequency of our stock repurchases; cyclicalities in the semiconductor industry or in our target markets; our competitive performance and ability to continue achieving design wins with our customers, as well as the timing of any design wins; prolonged disruptions of our or our contract manufacturers’ manufacturing facilities or other significant operations; our ability to improve our manufacturing efficiency and quality; our dependence on outsourced service providers for certain key business services and their ability to execute to our requirements; our ability to maintain or improve gross margin; our ability to protect our intellectual property and the unpredictability of any associated litigation expenses; compatibility of our software products with operating environments, platforms or third-party products; our ability to enter into satisfactory software license agreements; sales to our government clients; availability of third party software used in our products; use of open source code sources in our products; any expenses or reputational damage associated with resolving customer product warranty and indemnification claims; our ability to sell to new types of customers and to keep pace with technological advances; market acceptance of the end products into which our products are designed; our ability to protect against a breach of security systems; fluctuations in foreign exchange rates; our overall cash tax costs, legislation that may impact our overall cash tax costs and our ability to maintain tax concessions in certain jurisdictions; and other events and trends on a national, regional and global scale, including those of a political, economic, business, competitive and regulatory nature.

Our filings with the SEC, which you may obtain for free at the SEC’s website at <http://www.sec.gov>, discuss some of the important risk factors that may affect our business, results of operations and financial condition. Actual results may vary from the estimates provided. We undertake no intent or obligation to publicly update or revise any of the estimates and other forward-looking statements made in this report, whether as a result of new information, future events or otherwise, except as required by law.

SIGNATURE

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, hereunto duly authorized.

BROADCOM INC.

Date: December 6, 2018

By: /s/ Thomas H. Krause, Jr.

Name: Thomas H. Krause, Jr.

Title: Chief Financial Officer

**Notice of Grant of Restricted Stock Unit Award
Under the Avago Technologies Limited
2009 Equity Incentive Award Plan**

**BROADCOM INC.
1320 Ridder Park Drive
San Jose, CA 95131**

GRANTEE NAME: <Participant Name>	Grant Date:	<Grant Date>
	Vesting Base Date:	<Vesting Schedule Start Date>
GRANTEE ID: <Employee ID>	Number of Restricted Stock Units:	<Number of Awards Granted>
GRANT NUMBER: <Client Grant ID>		

On the grant date shown above, Broadcom Inc., a Delaware corporation (the “**Company**”), granted to the grantee identified above (“**you**” or the “**Participant**”) the number of restricted stock units shown above (the “**RSUs**” or “**Restricted Stock Units**”) under the Avago Technologies Limited 2009 Equity Incentive Award Plan, as amended (the “**Plan**”). If and when it vests, each RSU entitles you to receive one share of the Company’s common stock (each, a “**Share**”).

Subject to the terms of the attached Restricted Stock Unit Award Agreement, the RSUs will vest as follows if you have not incurred a Termination of Services prior to the applicable time of vesting: 25% of the RSUs will vest on each of the first four anniversaries of the Vesting Base Date shown above.

Notwithstanding anything to the contrary in any Company plan in which you participate or any agreement to which you are party or any Company policy, the vesting of the RSUs shall not accelerate in the event of any Termination of Service, Change in Control, or termination due to death or permanent disability (or in any other event or circumstance) that occurs prior to the Vesting Base Date.

By accepting this award electronically through the Plan service provider’s online grant acceptance process:

- (1) You agree that the RSUs are governed by this Notice of Grant and the attached Restricted Stock Unit Award Agreement (including Exhibits and Annexes thereto and together with the Notice of Grant, the “**Agreement**”) and the Plan.
- (2) You have received, read and understand the Agreement, the Plan and the prospectus for the Plan.
- (3) You agree that the Company, in its sole discretion, may satisfy any withholding obligations in respect of the RSUs and any other restricted stock units, if any, granted to you prior to the Grant Date under the Plan or any other Company equity incentive plan (each, a “**Prior Award**”) in accordance with Section 2.6 of the Agreement by (i) withholding Shares otherwise issuable to you upon vesting of the RSUs or such Prior Award, (ii) instructing a broker on your behalf to sell Shares issuable to you upon vesting of the RSUs or such Prior Award and submit proceeds of such sale to the Company or (iii) using any other method permitted by Section 2.6 of the Agreement, the Plan or the equity incentive plan pursuant to which such Prior Award was granted.
- (4) You agree to accept as binding all decisions or interpretations of the Administrator or its delegate regarding any questions relating to the Plan or the Agreement, including, if you provide services outside the United States, the global provisions and any specific provisions for the country in which you provide services, attached to the Agreement as Exhibit A.
- (5) You have read and agree to comply with the Company’s Insider Trading Policy.

Capitalized terms not specifically defined in this Notice shall have the meanings specified in the Plan or the Agreement.

**AVAGO TECHNOLOGIES LIMITED
2009 EQUITY INCENTIVE AWARD PLAN**

RESTRICTED STOCK UNIT AWARD AGREEMENT

Broadcom Inc., a Delaware corporation (the “**Company**”), pursuant to the Avago Technologies Limited 2009 Equity Incentive Award Plan, as amended from time to time (the “**Plan**”), has granted to the grantee indicated in the attached Notice of Grant (the “**Notice of Grant**”) an award of restricted stock units (“**Restricted Stock Units**” or “**RSUs**”). The RSUs are subject to all of the terms and conditions set forth in this Restricted Stock Unit Award Agreement (including Exhibits and Annexes hereto and together with the Notice of Grant, the “**Agreement**”) and the Plan.

**BY ACCEPTING THIS AWARD, YOU CONSENT TO THE USE AND SHARING OF YOUR PERSONAL DATA AS SET FORTH IN THE
APPLICABLE PROVISIONS IN EXHIBIT A**

ARTICLE I

GENERAL

1.1 Defined Terms. Capitalized terms not specifically defined in this Agreement shall have the meanings specified in the Plan or in the Notice of Grant, unless the context clearly requires otherwise.

(a) “**Termination of Consultancy**” shall mean the time when the engagement of Participant as a Consultant to the Company or a Subsidiary is terminated for any reason, with or without cause, including, but not by way of limitation, by resignation, discharge, death, disability, or retirement, but excluding: (a) terminations where there is a simultaneous employment or continuing employment of Participant by the Company or any Subsidiary, and (b) terminations where there is a simultaneous re-establishment of a consulting relationship or continuing consulting relationship between Participant and the Company or any Subsidiary. The Administrator, in its absolute discretion, shall determine the effect of all matters and questions relating to Termination of Consultancy, including, but not by way of limitation, the question of whether a particular leave of absence constitutes a Termination of Consultancy. Notwithstanding any other provision of the Plan, the Company or any Subsidiary has an absolute and unrestricted right to terminate a Consultant’s service at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in writing.

(b) “**Termination of Directorship**” shall mean the time when Participant, if he or she is or becomes a Non-Employee Director, ceases to be a Director for any reason, including, but not by way of limitation, a termination by resignation, failure to be elected, death or retirement. The Board, in its sole and absolute discretion, shall determine the effect of all matters and questions relating to Termination of Directorship with respect to Non-Employee Directors.

(c) “**Termination of Employment**” shall mean the time when the employee-employer relationship between Participant and the Company or any Subsidiary is terminated for any reason, with or without cause, including, but not by way of limitation, a termination by resignation, discharge, death, disability or retirement; but excluding: (a) terminations where there is a simultaneous reemployment or continuing employment of Participant by the Company or any Subsidiary, and (b) terminations where there is a simultaneous establishment of a consulting relationship or continuing consulting relationship between Participant and the Company or any Subsidiary. The Administrator, in its absolute discretion, shall determine the effect of all matters and questions relating to Termination of Employment, including, but not by way of limitation, the question of whether a particular leave of absence constitutes a Termination of Employment.

(d) “**Termination of Services**” shall mean Participant’s Termination of Consultancy, Termination of Directorship or Termination of Employment, as applicable.

1.2 General. Each Restricted Stock Unit represents the right to receive one Share if and when it vests. The Restricted Stock Units shall not be treated as property or as a trust fund of any kind.

1.3 Incorporation of Terms of Plan. RSUs are subject to the terms and conditions of the Plan which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

ARTICLE II

GRANT OF RESTRICTED STOCK UNITS

2.1 Grant of RSUs. In consideration of your continued employment with or service to the Company or a Subsidiary and for other good and valuable consideration, effective as of the Grant Date set forth in the Notice of Grant (the “**Grant Date**”), the Company granted to you the number of RSUs set forth in the Notice of Grant.

2.2 Company’s Obligation to Pay. Unless and until the RSUs will have vested in the manner set forth in Article II hereof, you will have no right to payment of any such RSUs. Prior to actual payment of any vested RSUs, such RSUs will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

2.3 Vesting Schedule. Subject to Sections 2.4 and 3.12, your RSUs will vest and become nonforfeitable with respect to the applicable portion thereof according to the vesting schedule set forth in the Notice of Grant (the “**Vesting Schedule**”) as long as you have not had a Termination of Services prior to the vesting date for such portion. Unless otherwise determined by the Administrator, employment or service for a portion, even a substantial portion, of any vesting period will not entitle you to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a Termination of Services as provided in Section 2.5 below or under the Plan.

2.4 Change in Control Treatment. Following the Vesting Base Date, in the event the successor corporation in a Change in Control refuses to assume or substitute for the RSUs in accordance with Section 14.2 of the Plan, the RSUs will vest as of immediately prior to such Change in Control.

2.5 Forfeiture, Termination and Cancellation upon Termination of Services. Upon your Termination of Services for any or no reason, any then-unvested RSUs (after giving effect to any accelerated vesting pursuant to Section 2.4) will be automatically forfeited, terminated and cancelled as of the applicable termination date without payment of any consideration by the Company, and you, or your beneficiary or personal representative, as the case may be, shall have no further rights hereunder.

2.6 Payment after Vesting.

(a) On or before the tenth (10th) day following the vesting of any Restricted Stock Units pursuant to Section 2.3, 2.4 or 3.2, the Company shall deliver to the Participant a number of Shares equal to the number of Restricted Stock Units that so vested, unless such Restricted Stock Units terminate prior to the given vesting date pursuant to Section 2.5. Notwithstanding the foregoing, in the event Shares

cannot be issued because of the failure to meet one or more of the conditions set forth in Section 2.8(a), (b) or (c) hereof, then the Shares shall be issued pursuant to the preceding sentence as soon as administratively practicable after the Administrator determines that Shares can again be issued in accordance with Sections 2.8(a), (b) and (c) hereof. Notwithstanding any discretion in the Plan, the Notice of Grant or this Agreement to the contrary, upon vesting of the RSUs, Shares will be issued as set forth in this section. In no event will the RSUs be settled in cash.

(b) Notwithstanding anything to the contrary in this Agreement or the agreements evidencing any Prior Awards, the Company shall be entitled to require you to pay any sums required by applicable law to be withheld with respect to the RSUs, the issuance of Shares or with respect to any Prior Awards. Such payment shall be made in such form of consideration as determined by the Company in its sole discretion, including:

(i) Cash or check;

(ii) Surrender or withholding of Shares otherwise issuable under the RSUs or Prior Awards, as applicable, and having an aggregate Fair Market Value on the date of withholding no greater than the aggregate amount of such liabilities based on the maximum statutory withholding rates in your applicable jurisdiction;

(iii) Other property acceptable to the Company in its sole discretion (including cash resulting from a transaction (a “**Sell to Cover**”) in which the Company, on your behalf, instructs Fidelity Stock Plan Services, LLC or one of its affiliates or another agent selected by the Company (collectively, the “**Agent**”) to sell a number of Shares issued to you sufficient to meet the withholding obligation, as determined by the Company in its sole discretion, and to remit proceeds of such sale to the Company sufficient to satisfy the withholding obligation); or

(iv) By deduction from other compensation payable to you.

If the Company requires or permits a Sell to Cover:

(A) You hereby appoint the Agent as your agent and direct the Agent to (1) sell on the open market at the then prevailing market price(s), on your behalf, promptly after any RSUs (or Prior Awards) vest, such number of the Shares that are issued in respect of such RSUs (or subject to or issued in respect of such Prior Awards) as the Agent determines will generate sufficient proceeds to cover (x) any estimated tax, social insurance, payroll, fringe benefit or similar withholding obligations with respect to such vesting and (y) all applicable fees and commissions due to, or required to be collected by, the Agent with respect thereto and (2) in the Company’s discretion, apply any remaining funds to your federal tax withholding or remit such remaining funds to you.

(B) You hereby authorize the Company and the Agent to cooperate and communicate with one another to determine the number of Shares to be sold pursuant to subsection (A) above. You understand that to protect against declines in the market price of Shares, the Agent may determine to sell more than the minimum number of Shares needed to generate the required funds.

(C) You understand that the Agent may effect sales as provided in subsection (A) above in one or more sales and that the average price for executions resulting from bunched orders will be assigned to your account. In addition, you acknowledge that it may not be possible to sell Shares as provided in subsection (A) above due to (1) a legal or contractual restriction applicable to the Agent, (2) a market disruption, or (3) rules governing order execution priority on the national exchange where the Shares may be traded. In the event of the Agent’s inability to sell Shares, you will continue to be responsible for the timely payment to the Company and/or its affiliates of all federal, state, local and foreign taxes that are required by applicable laws and regulations to be withheld, including but not limited to those amounts specified in subsection (A) above.

(D) You acknowledge that, regardless of any other term or condition of this Section 2.6(b), neither the Company nor the Agent will have any liability to you for (1) special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages of any kind, (2) any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond its reasonable control, or (3) any claim relating to the timing of any Sell to Cover, the price at which Shares are sold in any Sell to Cover, or the timing of the delivery to you of any Shares following any Sell to Cover. Regardless of the Company's or any Subsidiary's actions in connection with tax withholding pursuant to this Agreement, you acknowledge that the ultimate responsibility for any and all tax-related items imposed on you in connection with any aspect of the RSUs (and any Prior Awards) and any Shares issued upon vesting of the RSUs (or subject to or issued in respect of your Prior Awards) is and remains your responsibility and liability. Except as expressly stated herein, neither the Company nor any Subsidiary makes any commitment to structure the RSUs (or any Prior Award) to reduce or eliminate your liability for tax-related items.

(E) You hereby agree to execute and deliver to the Agent any other agreements or documents as the Agent reasonably deems necessary or appropriate to carry out the purposes and intent of this Section 2.6(b). The Agent is a third-party beneficiary of this Section 2.6(b).

This Section 2.6(b) shall survive termination of this Agreement until all tax withholding obligations arising in connection with this Award have been satisfied.

The Company shall not be obligated to deliver any Shares to you unless and until you have paid or otherwise satisfied in full the amount of all federal, state, local and foreign taxes required to be withheld in connection with the grant or vesting of the RSUs.

2.7 Rights as Stockholder. As a holder of RSUs you are not, and do not have any of the rights or privileges of, a stockholder of the Company, including, without limitation, any dividend rights or voting rights, in respect of the RSUs and any Shares issuable upon vesting thereof unless and until such Shares shall have been actually issued by the Company to you. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 14.2 of the Plan.

2.8 Conditions to Delivery of Shares. Subject to Section 11.4 of the Plan, the Shares deliverable hereunder, or any portion thereof, may be either previously authorized but unissued Shares or issued Shares which have then been reacquired by the Company. Such Shares shall be fully paid and nonassessable. The Company shall not be required to issue or deliver any Shares deliverable hereunder prior to fulfillment of all of the following conditions:

(a) The admission of such Shares to listing on all stock exchanges on which the Shares are then listed;

(b) The completion of any registration or other qualification of such Shares under any state, federal or foreign law or under rulings or regulations of the Securities and Exchange Commission or of any other governmental regulatory body, which the Administrator shall, in its absolute discretion, deem necessary or advisable;

(c) The obtaining of any approval or other clearance from any state, federal or foreign governmental agency which the Administrator shall, in its absolute discretion, determine to be necessary or advisable;

(d) The receipt by the Company of full payment for such Shares, including payment of any applicable withholding tax, which may be in one or more of the forms of consideration permitted under Section 2.6 hereof; and

(e) The lapse of such reasonable period of time following the vesting of any Restricted Stock Units as the Administrator may from time to time establish for reasons of administrative convenience.

ARTICLE III

OTHER PROVISIONS

3.1 Administration. The Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator in good faith shall be final and binding upon you, the Company and all other interested persons. No member of the Administrator or the Board shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, this Agreement or the RSUs.

3.2 Adjustments Upon Specified Events. In addition, upon the occurrence of certain events relating to the Shares contemplated by Section 14.2 of the Plan (including, without limitation, an extraordinary cash dividend on such Shares), the Administrator shall make such adjustments as the Administrator deems appropriate in the number of Restricted Stock Units then outstanding and the number and kind of securities that may be issued in respect of the Restricted Stock Units. You acknowledge that the RSUs are subject to modification and termination in certain events as provided in this Agreement and Article 14 of the Plan.

3.3 Grant is Not Transferable. Your RSUs may not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the RSUs, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, the RSUs will terminate immediately and will become null and void.

3.4 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to Participant shall be addressed to Participant at the Participant's last address reflected on the Company's records, including any email address. By a notice given pursuant to this Section 3.4, either party may hereafter designate a different address for notices to be given to that party. Any notice to the Company shall be deemed given when actually received. Any notice given by the Company shall be deemed given when sent via email or 5 U.S. business days after mailing.

3.5 Titles. Titles provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

3.6 Governing Law; Severability. The laws of the State of California shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

3.7 Conformity to Securities Laws. You acknowledge that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, and state and foreign securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the RSUs are granted, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

3.8 Amendments, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board, *provided*, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the RSUs in any material way without your prior written consent.

3.9 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth in Section 3.3 hereof, this Agreement shall be binding upon Participant and his or her heirs, executors, administrators, successors and assigns.

3.10 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if you are subject to Section 16 of the Exchange Act, the Plan, the RSUs and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by and necessary to comply with applicable law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

3.11 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon you any right to continue to serve as an employee or other service provider of the Company or any of its Subsidiaries.

3.12 Dispute Resolution. By accepting the RSUs, if you are an employee providing services in the U.S., you agree to the provisions of, and to be bound by, the Broadcom Inc. Mandatory Employment Arbitration Agreement attached as Exhibit B hereto (the “**Arbitration Agreement**”). In the event you violate the Arbitration Agreement, the RSUs will thereupon be cancelled for no consideration.

3.13 Entire Agreement. The Plan, the Notice of Grant and this Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

3.14 Section 409A. The RSUs are not intended to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, “**Section 409A**”). However, notwithstanding any other provision of the Plan or this Agreement, if at any time the Administrator

determines that the RSUs (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify you or any other person for failure to do so) to adopt such amendments to the Plan or this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate either for the RSUs to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

3.15 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. Neither the Plan nor any underlying program, in and of itself, has any assets. The Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to RSUs, as and when payable hereunder.

3.16 Additional Terms for Participants Providing Services Outside the United States. To the extent you provide services to the Company or a Subsidiary in a country other than the United States, the RSUs shall be subject to such additional or substitute terms as shall be set forth for such country in Exhibit A attached hereto. If you relocate to one of the countries included in Exhibit A during the life of the RSUs, Exhibit A, including the provisions for such country, shall apply to you and the RSUs, to the extent the Company determines that the application of such provisions is necessary or advisable in order to comply with applicable law or facilitate the administration of the Plan. In addition, the Company reserves the right to impose other requirements on the RSUs and the Shares issued upon vesting of the RSUs, to the extent the Company determines it is necessary or advisable in order to comply with local laws 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.

* * * * *

EXHIBIT A
TO AVAGO TECHNOLOGIES LIMITED
2009 EQUITY INCENTIVE AWARD PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT

This Exhibit A includes (i) additional terms and conditions applicable to all Participants providing services to the Company or a Subsidiary outside the United States, and (ii) additional terms applicable to Participants providing services to the Company or a Subsidiary in the countries identified below. These terms and conditions are in addition to those set forth in the Agreement and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail. Any capitalized term used in this Exhibit A without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

For your convenience and information, we have provided certain general information regarding some of the tax and/or exchange control requirements that may apply to participants in certain of the countries identified in Section II below. Such information is current only as of November 2018 (except as otherwise indicated below), and the Company undertakes no obligation to update any such information and does not ensure that it is complete or correct. This information may not apply to your individual situation, and may not be current as of any particular date in the future. The absence of any information on tax or foreign exchange requirements for any particular country should not be regarded as an indication that no such requirements may apply in that country. The laws, rules and regulations of any country regarding the holding of securities may be subject to frequent change.

You are advised to seek appropriate professional advice as to how the relevant exchange control and tax laws in your country may apply to your individual situation.

I. GLOBAL PROVISIONS APPLICABLE TO PARTICIPANTS IN ALL COUNTRIES OTHER THAN THE UNITED STATES

1. General Acknowledgements and Agreements: You further acknowledge and agree that:

(a) No Guarantee of Continued Service. THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO THE VESTING SCHEDULE WILL OCCUR ONLY IF YOU CONTINUE AS A DIRECTOR, CONSULTANT OR EMPLOYEE (AS APPLICABLE) TO THE COMPANY OR A SUBSIDIARY THROUGH THE APPLICABLE VESTING DATE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A DIRECTOR, CONSULTANT OR EMPLOYEE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH YOUR RIGHT OR THE RIGHT OF THE COMPANY OR ANY SUBSIDIARY TO EFFECT A TERMINATION OF SERVICES AT ANY TIME, WITH OR WITHOUT CAUSE, NOR SHALL IT BE CONSTRUED TO AMEND OR MODIFY THE TERMS OF ANY CONSULTANCY, DIRECTORSHIP, EMPLOYMENT OR OTHER SERVICE AGREEMENT BETWEEN YOU AND THE COMPANY OR ANY SUBSIDIARY.

(b) The Plan is discretionary in nature and that, subject to the terms of the Plan, the Company can amend, cancel or terminate the Plan at any time.

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- (c) The grant of the RSUs under the Plan is voluntary and occasional and does not give you any contractual or other right to receive RSUs or benefits in lieu of RSUs in the future, even if you have received RSUs repeatedly in the past.
- (d) All determinations with respect to any future awards, including, but not limited to, the times when awards under the Plan shall be granted and the terms thereof, including the time or times when any RSUs may vest, will be at the sole discretion of the Company.
- (e) Your participation in the Plan is voluntary.
- (f) The value of the RSUs is an extraordinary item of compensation that is outside of the scope of your directorship, consultancy or employment contract or relationship.
- (g) The RSUs are not part of normal or expected compensation or salary for any purpose, including, without limitation, calculating severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or similar payments.
- (h) The RSUs shall expire, terminate and be forfeited upon your Termination of Services for any reason, except as otherwise explicitly provided in this Agreement and/or the Plan.
- (i) The future value of the Shares that may be issued upon vesting of the RSUs is unknown and cannot be predicted with any certainty.
- (j) If you are not an employee of the Company as of the grant date shown on the Notice of Grant, the grant of the RSUs shall in no event be understood or interpreted to mean that the Company is your employer or that you have an employment relationship with the Company.
- (k) No claim or entitlement to compensation or damages arises from the expiration, termination or forfeiture of the RSUs or any portion thereof. You irrevocably release the Company, its parent(s) and subsidiaries from any such claim. Such a claim will not constitute an element of damages in the event of a Termination of Services for any reason, even if the termination is in violation of an obligation of the Company or any Subsidiary, to you.
- (l) Neither the Company nor any Subsidiary has provided you, and nor will they provide you, with any specific tax, legal or financial advice with respect to the RSUs, the Shares issuable upon vesting of RSUs, this Agreement or the Plan. Neither the Company nor any Subsidiary is making nor have they made any recommendations relating to your participation in the Plan, the receipt of the RSUs or the acquisition or sale of Shares upon vesting of RSUs.
- (m) You shall bear any and all risk associated with the exchange of currency and the fluctuation of currency exchange rates in connection with this Award, including without limitation in connection with the sale of any Shares issued upon vesting of the RSUs ("Currency Exchange Risk"), and you hereby waive and release the Company and its Subsidiaries from any claims arising out of Currency Exchange Risk.
- (n) You agree that it is your responsibility to comply, and you shall comply, with any and all exchange control requirements applicable to the RSUs and the sale of Shares issued upon vesting of the RSUs and any resulting funds including, without limitation, reporting or repatriation requirements.

(o) Neither the Company nor any Subsidiary is responsible for your legal compliance requirements relating to the RSUs or the ownership and possible sale of any Shares issued upon vesting of the RSUs, including, but not limited to, tax reporting, the exchange of U.S. dollars into or from your local currency, the transfer of funds to or from the United States, and the opening and use of a U.S. brokerage account.

(p) If this Agreement, the Plan, any website or any other document related to the Restricted Stock Units is translated into a language other than English, and if the translated version is different from the English version, the English language version will take precedence. You confirm having read and understood the documents relating to the Plan and the RSUs, including, without limitation, this Agreement, which were provided to you in English, and waive any requirement for the Company to provide these documents in any other language.

(q) Your right to vest in the RSUs will terminate effective as of the date that is the earlier of (1) the effective date of the your Termination of Services (whether or not in breach of local labor laws), or (2) the date you are no longer actively providing service, regardless of any notice period or period of pay in lieu of such notice required under applicable laws (including, but not limited to statutory law, regulatory law and/or common law); the Company shall have the exclusive discretion to determine when the you are no longer actively providing service for purposes of the RSUs.

(r) To the extent you are providing services in a country identified in Section II of this Exhibit A, you understand and agree that the provisions for such country apply and are incorporated into the Agreement.

2. Consent to Personal Data Processing and Transfer. The entities listed in **Annex 1** (the “**Broadcom Entities**”) may hold, and by accepting the RSUs you consent to their holding, your personal information, including your name, home address, telephone number, date of birth, social security number or other employee tax identification number, national identification number, passport number, employment history and status, salary, nationality, job title, and information about any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in your favor (the “**Data**”).

The Broadcom Entities use the Data for the purpose of implementing, managing and administering the Plan and employee compensation and for compliance and financial reporting purposes (the “**Purpose**”).

The Broadcom Entities may transfer, and by accepting the RSUs you consent to any such transfer of, the Data to other Broadcom Entities, to entities listed in **Annex 2** or to other entities to assist the Broadcom Entities in the Purpose. The Broadcom Entities may also make the Data available to public authorities where required by law or regulation. The third parties and public authorities may be located in the United States, the European Economic Area, or elsewhere, including in territories where data protection laws may not be as protective as in your jurisdiction of residence.

You may, at any time, review the Data, require any necessary amendments to it or withdraw the consents given herein in writing by contacting the Company through your local H.R. Director. If you withdraw your consent, you must do so by writing to the Company’s Stock Administration Department, 1320 Ridder Park Drive, San Jose, CA 95131, U.S.A., or sending an email to stockadmin.pdl@broadcom.com. If you withdraw your consent, the Company will not be able to administer this award. Accordingly, if you withdraw your consent, this Award will be cancelled when your withdrawal is received.

I agree that the Broadcom Entities and third parties may process my Data as described above, including transfer to and use in countries in which data protection laws may not be as protective as in my jurisdiction of residence.

II. COUNTRY SPECIFIC PROVISIONS APPLICABLE TO PARTICIPANTS WHO PROVIDE SERVICES IN THE IDENTIFIED COUNTRIES

ARGENTINA

Securities Notification.

Neither the RSUs nor the underlying Shares are publicly offered or listed on any stock exchange in Argentina. The offer of RSUs is private and is not subject to the supervision of any Argentine governmental authority.

Exchange Control Reporting.

The Argentine Central Bank maintains an investment registry to, among other things, monitor investments of Argentine residents maintained abroad. The investment registry established by Communication “A” 4305 requires that a report be filed if the value of the holdings abroad, including equity and real estate, is equal to greater than US\$1,000,000.

AUSTRALIA

Definitions.

For the purposes of this section:

“**ASIC**” means the Australian Securities & Investments Commission;

“**Australian Offerees**” means all persons to whom an offer or invitation of Restricted Stock Units are made in Australia under the Plan;

“**Corporations Act**” means the Corporations Act 2001 (Cth);

“**Exchange**” means the NASDAQ Global Select Market or any other exchange on which the Shares are traded or quoted; and

“**Related Body Corporate**” has the meaning given in section 50 of the Corporations Act.

General Advice Only.

Any advice given by the Company or a Related Body Corporate of the Company in relation to the RSUs offered under the Plan does not take into account an Australian Offeree’s objectives, financial situation and needs. Australian Offerees should consider obtaining their own financial product advice from an independent person who is licensed by ASIC to give such advice.

Acquisition Price.

No acquisition price is payable by you for the Company to grant you the number of RSUs set forth in the Notice of Grant.

Risks of Acquiring Shares.

The paragraph below provides general information about the risks of acquiring and holding Shares. Before acquiring RSUs, you should satisfy yourself that you have a sufficient understanding of these matters and should consider whether Shares are a suitable investment for you, considering your own investment objectives, financial circumstances and taxation position.

Factors that could affect the market price of the Shares include any risks associated with any loss of the Company's significant customers and fluctuations in the timing and volume of significant customer demand; the Company's dependence on contract manufacturers and outsourced supply chain; the Company's dependency on a limited number of suppliers; any acquisitions the Company may make, such as delays, challenges and expenses associated with receiving governmental and regulatory approvals and satisfying other closing conditions, and with integrating acquired companies with the Company's existing businesses and the Company's ability to achieve the benefits, growth prospects and synergies expected from such acquisitions; the Company's ability to accurately estimate customers' demand and adjust its manufacturing and supply chain accordingly; the Company's significant indebtedness, including the need to generate sufficient cash flows to service and repay such debt; increased dependence on a small number of markets and the rate of growth in these markets; dependence on and risks associated with distributors of the Company's products; dependence on senior management; quarterly and annual fluctuations in operating results; global economic conditions and concerns; cyclicity in the semiconductor industry or in the Company's target markets; the Company's competitive performance and ability to continue achieving design wins with its customers, as well as the timing of those design wins; prolonged disruptions of the Company's or its contract manufacturers' manufacturing facilities or other significant operations; the Company's ability to improve its manufacturing efficiency and quality; the Company's dependence on outsourced service providers for certain key business services and their ability to execute to the Company's requirements; the Company's ability to maintain or improve gross margin; the Company's overall cash tax costs, legislation that may impact the Company's effective tax rate and the Company's ability to maintain tax concessions in certain jurisdictions; the Company's ability to protect its intellectual property and the unpredictability of any associated litigation expenses; any expenses or reputational damage associated with resolving customer product and warranty and indemnification claims; the Company's ability to sell to new types of customers and to keep pace with technological advances; market acceptance of the end products into which the Company's products are designed; and other events and trends on a national, regional and global scale, including those of a political, economic, business, competitive and regulatory nature.

The foregoing information is as of March 15, 2018. For more information about these and other risks related to an investment in the Company's Shares, please see the Annual Report on Form 10-K for the fiscal year ended October 29, 2017, filed by Broadcom Limited, a company organized under the laws of Singapore ("**Broadcom-Singapore**"), and subsequent Quarterly Reports on Form 10-Q filed by Broadcom-Singapore or the Company with the U.S. Securities and Exchange Commission, available at www.sec.gov or <http://investors.broadcom.com/phoenix.zhtml?c=203541&p=irol-sec>. Subsequently filed Forms 10-K and 10-Q may have more recent information.

In addition, there is no assurance that we will continue to pay dividends or that such payments will remain constant or increase. Payment of future dividends, if any, and the timing and amount of any dividends we determine to pay, are at the discretion of our Board of Directors.

Market Price in Australian Dollars.

An Australian Offeree could, from time to time, ascertain the market price of Shares by obtaining that price from the Exchange website, the Company website or The Wall Street Journal, and multiplying that price by a published exchange rate to convert U.S. Dollars into Australian Dollars.

AUSTRIA

Exchange Control Information.

If you hold Shares acquired pursuant to RSUs outside of Austria, you must submit a report to the Austrian National Bank. An exemption applies if the value of the Shares as of the end of any given calendar year does not exceed €5,000,000. If this threshold is exceeded, yearly reporting obligations are imposed. If the value of the shares as of the end of any given calendar year exceeds €30,000,000, quarterly reporting obligations are imposed. Such amounts are the amounts in effect as of November 2018 and may change in the future. The annual reporting date is December 31 and the deadline for filing the annual report is January 31 of the following year. The quarterly reporting date is the last day of the calendar quarter and the deadline for filing the quarterly report is on the fifteenth day of the following calendar month. These rules also apply for the acquisition and selling of shares.

If the value of all your accounts abroad exceeds €10,000,000 or euro equivalent, the movements and balances of all accounts must be reported as of the last day of each month, on or before the fifteenth day of the following month, on the prescribed form (Meldungen SI-Forderungen und/oder SI-Verpflichtungen).

Consumer Protection Information.

If the provisions of the Austrian Consumer Protection Act are considered to be applicable to the Agreement and the Plan, you may be entitled to revoke your acceptance of the Agreement under the conditions listed below:

- (i) If you accept the RSUs outside the business premises of the Company or its relevant Subsidiary, you may be entitled to revoke your acceptance of the Agreement, provided the revocation is made within one week after you accept the Agreement.
- (ii) The revocation must be in written form to be valid. It is sufficient if you return the Agreement to the Company or the Company's representative with language which can be understood as your refusal to conclude or honor the Agreement, provided the revocation is sent within the period set forth above.

BELARUS

No country-specific provisions.

BELGIUM

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Tax Information.

Sales of Shares you acquire hereunder will generally be subject to a transaction tax (at the rate of 0.27%, up to a cap) upon your sale of the Shares, which you will be responsible for reporting and paying. If you sell through a Belgian bank or broker, that bank or broker may facilitate reporting and payment of this tax on your behalf. Alternatively, if you sell through another bank or broker, you should report and pay the tax directly. Consult your tax advisor or the website of the General Administration of Taxation for more information.

Foreign Asset/Account Reporting Information.

You are required to report any taxable income attributable to RSUs and Shares on your annual tax return. In addition, you are required to report any bank accounts opened and maintained outside Belgium on your annual tax return. In a separate report, you may be required to provide the National Bank of Belgium with certain details regarding such foreign accounts (including the account number, bank name and country in which any such account was opened). You should consult with your personal tax advisor to determine your personal reporting obligations.

BULGARIA

No country-specific provisions.

CANADA

French Language Provisions.

The following provisions will apply if you are a resident of Quebec: The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention ("Agreement"), ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à la présente convention.

Award Payable Only in Shares.

The grant of the RSUs does not give you any right to receive a cash payment, and the RSUs are payable in Shares only.

CHILE

Securities Notification.

Neither the Company, the Plan nor the Shares offered under the Plan have been registered in the *Registro de Valores* (Securities Registry) or in the *Registro de Valores Extranjeros* (Foreign Securities Registry) maintained by the Chilean Commission for the Financial Market ("CMF") and they are not subject to the control of the CMF. The offering is ruled by number 2 of *Norma de Carácter General* 345 issued by the CMF ("*General Regulation* 345"). As the Shares are not registered, the Company has no obligation under Chilean law to deliver public information regarding the Shares in Chile. The Shares cannot be publicly offered in Chile unless they are registered in the corresponding securities registry of the CMF or they comply with General Regulation 345 of the CMF. The commencement date of the offer is the Grant Date indicated in the beginning of this Agreement.

La Compañía y las acciones de la Empresa (las “Acciones”) no han sido registradas en el Registro de Valores o en el Registro de Valores Extranjeros que lleva la Comisión para el Mercado Financiero de Chile (“CMF”). Esta oferta se acoge al numeral 2 de la Norma de Carácter General 345 de la CMF. Por tratarse de valores no inscritos, la Compañía no tiene obligación bajo la ley chilena de entregar en Chile información pública acerca de las Acciones. Las Acciones no pueden ser ofrecidas públicamente en Chile en tanto éstas no se inscriban en el Registro de Valores de la CMF correspondiente o cumplan las condiciones establecidas en la Norma de Carácter General 345 de la CMF. La fecha de inicio de la presente oferta es la indicada en la portada de este documento como “the Grant Date”.

Foreign Asset Reporting.

If you are domiciled or residing in Chile, you must report to the Central Bank of Chile that, under the Agreement, you have acquired shares abroad but only if they are worth more than US\$10,000 or its equivalent in other foreign currency.

If you have off-shore investments, including shares acquired from the Plan, exceeding USD 5,000,000, you must file Annexes 3.1 and 3.2 of Chapter XII of the Manual (also available at www.bcentral.cl) with the Central Bank of Chile within the 45-day period following the end of March, June and September of each year and within a 60-day period after December 31 of each year. It is your responsibility to make this filing and failure complete such filings on time may result in the imposition of fines.

If you are domiciled in Chile, any payment or remittance of foreign currency into Chile (e.g. proceeds from the sale of Shares, payment of dividends) arising from foreign investments maintained abroad must be carried out through a Formal Exchange Market Entity (“EMCF”: banks and other authorized entities). You must report the details of any such remittance to the commercial bank involved (or other EMCF).

Tax Reporting and Registration Information.

If you wish to receive credit in Chile for any tax paid abroad on any dividends received pursuant to the Shares, you must register Shares you receive upon vesting of the RSUs with the Registry of Foreign Investments (*Registro de Inversiones en el Extranjero*) kept by the Chilean Internal Revenue Services (the “CIRS”). You should consult with your personal legal and tax advisor about the tax consequences derived from this Plan, about how to register the Shares with the CIRS and about the obligation to file any tax affidavits that may be required from time to time by the CIRS in connection with your participation in the Plan, your investment in Shares, their disposition or any dividends received in connection therewith.

CHINA

Tax Withholding.

You agree that the Company, in its sole discretion, may satisfy any withholding obligations in respect of the RSUs by (i) withholding Shares otherwise issuable to you upon vesting of the RSUs, (ii) instructing a broker on your behalf to sell Shares issuable to you upon vesting of the RSUs and submit proceeds of such sale to the Company or (iii) using any other method permitted by Section 2.6 of the Agreement or the Plan.

Settlement of RSUs and Sale of Shares.

The following provisions supplement Section 2.6(b) of the Agreement.

Sale of Shares May be Required.

The Company may, in its sole discretion, require you to sell at, or any time following, vesting, the Shares you receive when your RSUs vest. You authorize the Company or a brokerage firm designated by the Company to perform this transaction for you and agree that applicable commissions and fees due in connection with the sale may be deducted from your proceeds. You acknowledge that such Shares will be sold at prevailing market prices and waive any claim based on the timing of the sale or the price received for the Shares.

The award agreements for some restricted stock units granted to you in the past (if any), whether under the Plan or any other Company equity incentive plan (collectively, the “**Prior RSUs**”) may have required that whenever such Prior RSUs vest, all Shares issued as a result of such vesting must be sold. You agree that, with respect to the Prior RSUs (if any), the Company may require a Sell to Cover when Prior RSUs vest and allow you to hold the remaining Shares, subject to compliance with these country provisions for China. The award agreements covering your Prior RSUs (if any) will be deemed amended to the extent necessary to reflect this paragraph.

If Sale of Shares is not Required at Vest.

When your RSUs vest, if the Company does not require the immediate sale of the Shares you are entitled to receive, the Company may require that you retain those Shares in your account at a brokerage firm designated by the Company until you sell the Shares, even if you stop providing services for the Company or a Subsidiary.

Following your Termination of Services, the Company may restrict your ability to sell or transfer any Shares remaining in your account and sell those Shares at a time determined by the Company in its sole discretion. You agree not to bring any claim against the Company, any Subsidiary or the Agent based on the timing of any such sale or the price at which any such Shares are sold.

Without limiting the foregoing, all the Shares issued in respect of your RSUs or your Prior RSUs (if any) must be sold within six (6) months following your Termination of Services. The Company may, in its sole discretion, require you to sell at any time during this six (6)-month period, such Shares. Any Shares issued in respect of your RSUs or your Prior RSUs (if any) that remain in your account at a brokerage firm during the last two (2) weeks of such six (6)-month period may be automatically sold by the Agent during such two (2) week period, with the actual date of such sale determined by the Company or the Agent in its sole discretion. Neither the Company nor the Agent will guarantee the sale price for any such sale and you shall be solely responsible for fluctuations in the value of the Shares until sale. The award agreements covering your Prior RSUs (if any) will be deemed amended to the extent necessary to reflect this paragraph.

Payment of Sale Proceeds.

You understand and agree that, pursuant to exchange control requirements in China, you may be required to repatriate to China the cash proceeds from the sale of the Shares issued upon the settlement of the RSUs and that the Company may be required to effect that repatriation through a special exchange control account established by the Company or a Subsidiary. You agree that any proceeds from the sale of any Shares you acquire may be transferred to such special account prior to being delivered to you. You also understand that there may be significant delays in delivering the funds to you due to exchange control requirements in China and agree not to make any claim against the Company or any Subsidiary as a result of the amount of time it takes to deliver the funds to you.

Proceeds may be paid to you in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to you in U.S. dollars, you will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid to you in local currency, the Company is under no obligation to obtain any particular exchange conversion rate and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions.

Further Actions.

You further agree to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

COLOMBIA

Exchange Control Requirements.

By accepting this Award, you understand that you are generally required to register large international investments (generally over US\$500,000) with the Colombian Central Bank (by completing and submitting a 'Form 11'). In addition, repatriation of any sales proceeds of from the Shares may need to be affected through the foreign exchange market in order to comply with Colombian foreign exchange requirements. You are advised to consult your own advisors regarding these requirements.

CZECH REPUBLIC

No country-specific provisions.

DENMARK

Labor Law Acknowledgement.

By accepting this Award, you acknowledge that you understand and agree that the RSUs relate to future services to be performed and do not form any part of, and are not, a bonus or compensation for past services.

Stock Option Act.

With respect to Danish employees comprised (covered) by the Danish Stock Option Act, the following shall apply:

You acknowledge that you have received an employer statement in Danish setting forth the terms of your Award, a copy of which is included as Annex 3 to this Exhibit A.

In the event that (i) your employer ("**Employer**") terminates your employment for reasons other than your breach of the terms or conditions of your employment or any applicable employment agreement covering you (collectively, the "**Employment Terms**"), or (ii) you terminate the Employment Terms due to material breach on the part of the Company or Employer, you, irrespective of the termination, will be entitled to receive settlement of any granted RSUs in accordance with this Agreement and the Plan.

If you terminate your employment with Employer without the Company or Employer being in material breach of the Employment Terms, all RSUs will be forfeited and lapse without further notice or compensation.

If Employer terminates and/or summarily dismisses you due to your breach of the Employment Terms, all unvested RSUs will be forfeited and lapse without further notice or compensation at the effective date of termination.

In the event of your death, the RSUs will lapse without further notice and compensation as at the time of death. The estate and/or the beneficiaries are subject to the terms governing the RSUs and the related Shares, including this Agreement and the Plan.

Upon retirement due to old age (“folkepension”) or separate agreement in this respect and in the event of disability, you, irrespective of the termination of employment, will be entitled to settlement of unvested RSUs in accordance with the terms of this Agreement and the Plan.

The Restricted Stock Units are not to be included in the calculation of holiday allowance, severance pay, statutory allowance and compensation, pension and similar payments.

For the avoidance of doubt, under this heading, the term “**Stock Option Act**” shall only apply to employees who by virtue of applicable choice of law rules fall within Danish employment law regulations and the scope of the Danish Stock Option Act.

Foreign Bank Account Reporting.

If you establish an account holding Shares or an account holding cash outside of Denmark, you must report the account to the Danish Tax Administration, the form for which can be obtained from a local bank. (Please note that these obligations are separate from and in addition to the obligations described below.)

Exchange Control and Tax Reporting Notification.

To the extent permitted by the Company, you may hold Shares acquired under the Plan in a safety-deposit account (*e.g.*, brokerage account) with either a Danish bank or with an approved foreign broker or bank. If the Shares are held with a non-Danish broker or bank, you are required to inform the Danish Tax Administration about the safety-deposit account. For this purpose, a Danish Plan participant must file a Declaration V (Erklæring V) with the Danish Tax Administration. Both you and the bank/broker must sign the Declaration V. By signing the Declaration V, the bank/broker undertakes an obligation, without further request from you, not later than February 1 of each year, to forward certain information to the Danish Tax Administration concerning the content of the account. In the event that the applicable broker or bank with which the account is held does not wish to, or pursuant to the laws of the country in question, is not allowed to assume such obligations to report, you will be solely responsible for providing certain details regarding the foreign account and any shares acquired and held in such account to the Danish Tax Administration as part of your annual income tax return. By signing the Declaration V, you at the same time authorize the Danish Tax Administration to examine the account. A sample of the Declaration V can be found at: www.skat.dk/getFile.aspx?Id=47392.

In addition, when you open a deposit account or brokerage account for the purpose of holding cash outside of Denmark, the account will be treated as a deposit account because cash may be held in the account. Therefore, you must also file a Declaration K (Erklæring K) with the Danish Tax Administration. Both you and the bank/broker must sign the Declaration K. By signing the Declaration K, the bank/broker undertakes an obligation, without further request from you, not later than February 1 of each year, to forward certain information to the Danish Tax Administration concerning the content of the account. In the event that the applicable financial institution with which the account is held does not wish to, or pursuant to the laws of the country in question, is not allowed to assume such obligations to report, you will be solely responsible for providing certain details regarding the foreign account and any

shares acquired and held in such account to the Danish Tax Administration as part of your annual income tax return. By signing the Declaration K, you at the same time authorize the Danish Tax Administration to examine the account. A sample of the Declaration K can be found at: www.skat.dk/getFile.aspx?Id=42409&newwindow=true.

FRANCE

Definitions.

The definition of “Termination of Services” shall be replaced in its entirety by the following definition:

“**Termination of Services**” shall mean Participant’s Termination of Employment.

The definition of “Termination of Employment” shall be replaced in its entirety by the following definition:

“**Termination of Employment**” shall mean the time when the employee-employer relationship between Participant and the Company or any Subsidiary is terminated for any reason, including, but not by way of limitation, a termination by resignation, discharge, death, disability or retirement; but excluding terminations where there is a simultaneous reemployment or continuing employment of Participant by the Company or any Subsidiary. The Administrator, in its absolute discretion, shall determine the effect of all matters and questions relating to Termination of Employment, including, but not by way of limitation, the question of whether a particular leave of absence constitutes a Termination of Employment.

Notice to Participants.

These country provisions for France amend the terms of the Agreement for Participants based in France. Only employees of the Company or a Subsidiary are eligible to be granted RSUs or be issued Shares under the Agreement. Other service providers (including Consultants and Non-Employee Directors) who are not employees are not eligible to receive RSUs under the Agreement in France. Accordingly, all references in the Agreement to the Participant’s service or termination of service shall be interpreted as references to the Participant’s employment or Termination of Employment.

The RSUs are intended to qualify for the tax treatment provided for under the French Finance bill for 2017 (article 61 of the French Finance law n° 2016-1917 dated 29 December).

Terms and Conditions.

Sale Restrictions.

Any Shares delivered to you upon vesting of RSUs before the second anniversary of the Grant Date may not be sold until after the second anniversary of the Grant Date. The Company may enforce this restriction.

Any Shares you receive upon vesting of RSUs may not be sold during the following “closed periods” under French law and the Company may enforce this restriction:

- During the 10 trading days before and 3 trading days following the publication of the Company’s annual financial statements, and

- During the period beginning when the Company’s board of directors become aware of any information, which, were it to be public knowledge, could have a significant impact on the market price of Shares, and ending 10 trading days after the information becomes public knowledge.

Treatment upon Death or Disability.

Notwithstanding any contrary provision in the Agreement, if your Termination of Services occurs as a result of your death, any outstanding RSUs shall vest immediately. The Shares issued upon such vesting shall not be subject to the restrictions on sale described under “Sale Restrictions” above.

If your Termination of Services occurs as a result of your disability as per the definition given by second (2nd) or third (3rd) category of article L. 341-4 of the French Social Security Code, then any Shares previously issued upon vesting of the RSUs shall not be subject to the restrictions on sale described under “Sale Restrictions” above.

Special Tax Consequences.

You agree to indemnify the Company, any Subsidiary and your employing company, if different, from and against any liability for or obligation to pay any Tax Liability (a “**Tax Liability**” being any liability for income tax, withholding tax and any other employment related taxes or social insurance or social security contributions in any jurisdiction) that is attributable to the loss of the tax qualification described above that occurs as a result of your action.

FINLAND

No country-specific provisions.

GERMANY

Tax Indemnity.

You agree to indemnify the Company, any Subsidiary and your employing company, if different, from and against any liability for or obligation to pay any Tax Liability (a “**Tax Liability**” being any liability for income tax, withholding tax and any other employment related taxes in any jurisdiction, including but not limited to wage tax, solidarity surcharge, church tax or social security contributions) that is attributable to (1) the grant or vesting of, or any benefit you derive from, the RSUs, (2) your acquisition of Shares on settlement of the RSUs, or (3) the disposal of any Shares.

Exchange Control Information.

Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If you use a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of Shares acquired under the Plan, the bank will make the report for you. In addition, you must report any receivables, payables, or debts in foreign currency exceeding an amount of €5,000,000 on a monthly basis. Finally, you must report on an annual basis if you hold Shares that exceed 10% of the total voting capital of the Company.

GREECE

No country-specific provisions.

HONG KONG

Securities Notification.

Warning: The RSUs and Shares issued at settlement do not constitute a public offering of securities under Hong Kong law and are available only to Employees, Consultants and Non-Employee Directors of the Company, its parent, Subsidiaries or affiliates. The Agreement, including this Exhibit A, the Plan and other incidental award documentation have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong, nor has the award documentation been reviewed by any regulatory authority in Hong Kong. The RSUs are intended only for the personal use of the recipient Participant and may not be distributed to any other person. If you are in any doubt about any of the contents of the Agreement, including this Exhibit A, or the Plan, you should obtain independent professional advice.

Sale of Shares.

In the event the RSUs vest and are settled within six months of the Grant Date, you agree that you will not dispose of any Shares acquired prior to the six-month anniversary of the Grant Date.

Nature of Scheme.

The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

Award Payable Only in Shares.

The grant of RSUs does not give you any right to receive a cash payment, and the RSUs are payable in Shares only.

INDIA

Foreign Assets Reporting Information. You must declare foreign bank accounts and any foreign financial assets (including Shares subject to the RSUs held outside India) in your annual tax return. It is your responsibility to comply with this reporting obligation and you should consult with your personal tax advisor in this regard. Indian residents should consult with their personal tax advisor to determine their personal reporting obligations.

Exchange Control Information. You must repatriate any proceeds from the sale of Shares acquired under the Plan or the receipt of any dividends to India within 90 days of receipt and convert such amounts to local currency within 180 days of receipt. You must obtain a foreign inward remittance certificate (“**FIRC**”) from the bank where you deposit the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or your employer requests proof of repatriation.

IRELAND

Director Reporting Obligation.

If you are a director, shadow director or secretary of a parent or subsidiary in Ireland, you must notify the Irish parent or subsidiary in writing within five business days of receiving or disposing of an interest in the Company (e.g., Restricted Stock Units, Shares), or within five business days of becoming aware of the event giving rise to the notification requirement or within five days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of your spouse or children under the age of 18 (whose interests will be attributed to the you if you are a director, shadow director or secretary).

ISRAEL

Award Payable Only in Shares.

The grant of the RSUs does not give you any right to receive a cash payment, and the RSUs are payable in Shares only.

Definitions.

The following definitions supplement the definitions set forth in the Agreement:

A. “**Holding Period**” shall mean the holding period required with respect to Capital Gain Awards, which is currently 24 months from the date of grant.

B. “**Plan**” shall mean the Avago Technologies Limited 2009 Equity Incentive Award Plan, as amended and restated from time to time, and the Addendum for Participants in Israel.

All capitalized terms that are not defined in these country provisions for Participants in Israel shall have the meaning assigned to them in the Plan (as defined above) or the Agreement.

Capital Gain Award. The Award is intended to be a Capital Gain Award (as defined in the Plan). In the event of any inconsistencies between the provisions of these country provisions for Participants in Israel and the Agreement, the provisions of these country provisions for Participants in Israel shall govern the Award and any related Shares.

By accepting the Agreement, you: (a) acknowledge receipt of and represent that you have read and are familiar with the Agreement, the Plan and these country provisions for Participants in Israel; (b) accept the Award subject to all of the terms and conditions of the Agreement and the Plan (including these country provisions for Participants in Israel); (c) agree that the Award will be issued to and deposited with the Trustee (as defined in the Plan) and shall be held in trust for your benefit as required by law and any approval by the Israel Tax Authority (“ITA”) pursuant to the terms of the Ordinance and the Plan; and (d) accept the provisions of the trust agreement signed between the Company and the Trustee. Furthermore, by accepting the Agreement, you confirm that you are familiar with the terms and provisions of Section 102, and agree that you will not require the Trustee to release the Awards or Shares to you, including any rights issued to you as a consequence of holding such Awards or Shares, or to sell the Awards or Shares to a third party during the Holding Period, unless permitted to do so by applicable law.

You are advised to consult with your personal tax advisor with respect to the tax consequences of receiving the RSUs and the issuance of Shares in settlement of vested RSUs.

Limited Transferability.

These provisions supplement Section 3.3 of the Agreement:

As long as your Award or any issued Shares are held by the Trustee on your behalf, all of your rights over the Award or the Shares are personal and cannot be transferred, assigned, pledged or mortgaged, other than by will or the laws of descent and distribution.

With respect to a Capital Gain Award, subject to the provisions of the Plan, Section 102 and any rules or regulations or orders or procedures promulgated thereunder, to obtain favorable tax treatment for Capital Gain Awards, you may not sell or release from trust any Shares received upon vesting of the Award and/or any Shares received subsequently following any realization of rights, including without limitation, bonus Shares, until the lapse of the Holding Period. Notwithstanding the above, if any such sale or release occurs during the Holding Period, the sanctions under Section 102 and under any rules or regulation or orders or procedures promulgated thereunder will apply to and will be borne by you.

Issuance of Shares.

This provision supplements Section 2.6(a) of the Agreement:

If the Shares are to be issued during the Holding Period, the Shares shall be allocated in the name, or under the supervision, of the Trustee and held in trust on your behalf by the Trustee. In the event that the Shares are to be issued after the expiration of the Holding Period, you may elect to have the Shares issued directly to you, provided that you first provide for any taxes required to be withheld in connection with a transfer of the Award or the Shares to the Trustee's and Company's satisfaction, or in trust on your behalf to the Trustee.

This provision supplements Section 2.6(b) of the Agreement:

You hereby agree to indemnify the Company (and any parent or Subsidiary) and/or the Trustee and hold them harmless against and from any and all liability for any withholding taxes required to be withheld relating to the Award and any Shares issued under the Award and other amounts, or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such amounts from any payment made to you. Any reference to the Company or the Subsidiary employing you shall include a reference to the Trustee. You hereby undertake to release the Trustee from any liability in respect of any action or decisions duly taken and *bona fide* executed in relation to the Plan or any RSUs or Shares granted thereunder. You agree to execute any and all documents which the Company or the Trustee may reasonably determine to be necessary in order to comply with the Ordinance.

You shall not be liable for the employer's components of payments to the national insurance institute, unless and to the extent that such payments by the employer are a result of your election to sell the Shares before the end of the Holding Period (if allowed by applicable law). Furthermore, you agree to indemnify the Company, your employer and/or the Trustee and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to you for which you are responsible.

Notwithstanding anything to the contrary in the Agreement, no Israeli tax withholding obligation will be settled by withholding Shares, unless permitted under Section 102 or the ITA approves doing so in writing.

Securities Laws.

The Company offers RSUs to employees in Israel pursuant to an exemption under Section 15D of the Securities Law, 5728-1968. The Company common stock underlying RSUs is registered under the U.S. securities laws pursuant to a registration statement on Form S-8 that you can find in the SEC filings section of the Investor Center section on www.broadcom.com.

Governing Law.

This section supplements Section 3.6 of the Agreement:

To the extent any covenant, condition, or other provision of the Agreement and the rights of the Participant hereunder are determined to be subject to Israeli law, such covenant, condition, or other provision of the Agreement shall be subject to applicable Israeli law, but shall in no way affect, impair or invalidate any other provision of the Agreement, and the applicability of the Plan to such covenant, condition, or other provision of the Agreement.

ITALY

Authorization to Release and Transfer Necessary Personal Information.

The following supplements Section 2 of Part I of this Exhibit A.

You understand that Data will be held only as long as is required by law or as necessary to implement, administer and manage your participation in the Plan and employee compensation or for compliance or financial reporting purposes. You understand that pursuant to art.7 of D.lgs 196/2003, you have rights, including but not limited to, the right to access, delete, update, request the rectification of your Data and cease the Data processing and to object, in whole or in part, on legitimate grounds, to the processing of your Data, even though they are relevant to the purpose of collection. Furthermore, you are aware that your Data will not be used for direct marketing purposes. In addition, the Data provided can be reviewed and questions or complaints can be addressed by contacting a local HR representative. If you request that the Company cease processing your personal data, you must do so by writing to the Company's Stock Administration Department, 1320 Ridder Park Drive, San Jose, CA 95131, U.S.A., or sending an email to stockadmin.pdl@broadcom.com. If you request that the Company cease processing your Data, the Company will not be able to administer this award. Accordingly, if you request that the Company cease processing your Data, this Award will be cancelled when your withdrawal is received.

Furthermore, having read and understood the information given on the processing of the Data and being acquainted of the rights set forth in art. 7 of D.lgs. 196/2003, you expressly and specifically consent according to art. 23 of D.lgs. 196/2003, to the processing of any Data as reported in the Plan and the Agreement, including the clauses "Consent to Personal Data Processing and Transfer" in Section 2 of Part I of this Exhibit A and "Authorization to Release and Transfer Necessary Personal Information" and further expressly and specifically consent, according to art. 43 and art. 44 of D.lgs. 196/2003 to the transfer of the Data, even sensitive data, in foreign Countries outside the European Union.

Exchange Control Information.

You are required to report in your annual tax return: (a) any transfers of cash or Shares to or from Italy exceeding €10,000 or the equivalent amount in U.S. dollars; and (b) any foreign investments or investments (including proceeds from the sale of Shares acquired under the Plan) held outside of Italy exceeding €10,000 or the equivalent amount in U.S. dollars, if the investment may give rise to income in Italy. You are exempt from the formalities in clause (a) if the investments are made through an authorized broker resident in Italy, as the broker will comply with the reporting obligation on your behalf.

JAPAN

Foreign Asset/Account Reporting Information.

If you acquire Shares valued at more than ¥100,000,000 in a single transaction, you must file a Report on Acquisition or Disposal of Securities (*shoken no shutoku mataha joto ni kansuru hokokusho*) with the Ministry of Finance through the Bank of Japan within 20 days of the acquisition of the Shares. In addition, Japanese residents are required to file a Report on Overseas Assets (*kokugai zaisan chosho*) in respect of any assets (including Shares) held outside Japan as of December 31, to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such Report must be filed with the competent tax office on or before March 15 each year. Japanese residents are responsible for complying with this reporting obligation and should confer with their personal tax advisor in this regard.

LUXEMBOURG

No country-specific provisions.

MALAYSIA

Malaysian Insider Trading Notification.

You should be aware of the Malaysian insider-trading rules, which may impact your acquisition or disposal of Shares or rights to Shares under the Plan. Under the Malaysian insider-trading rules, you are prohibited from acquiring or selling Shares or rights to Shares (e.g., an Award under the Plan) when you are in possession of information which is not generally available and which you know or should know will have a material effect on the price of Shares once such information is generally available.

Director Notification Obligation.

If you are a director of a Malaysian Subsidiary or affiliate of the Company, you are subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the relevant Malaysian Subsidiary or affiliate in writing when you receive or dispose of an interest (e.g., an Award under the Plan or Shares) in the Company or any related company. Such notifications must be made within 5 business days of receiving or disposing of any interest in the Company or any related company.

Data Privacy Information.

Below is a translation of Section I(2) of this Exhibit A into Bahasa Malaysian for your reference:

Kebenaran untuk memproses dan memindah data peribadi. Entiti-entiti yang dinyatakan dalam **Lampiran 1** ("Entiti-entiti Broadcom") mungkin memegang dan anda membenarkan mereka memegang, melalui penerimaan RSU, maklumat peribadi anda termasuk nama anda, alamat rumah, nombor telefon, tarikh lahir, nombor sekuriti sosial atau nombor pengenalan cukai pekerja, nombor pengenalan nasional, nombor pasport, sejarah dan status penggajian, kewarganegaraan, jawatan pekerjaan dan maklumat berkenaan mana-mana geran pampasan ekuiti atau Saham Biasa yang diberi, dibatalkan, dibeli, diberihak, tidak diberihak atau yang tertunggak ("**Data**").

Entiti-entiti Broadcom menggunakan Data untuk tujuan melaksanakan, mengurus dan mentadbir Pelan untuk pelaporan pematuhan dan kewangan (“*Tujuan-tujuan*”).

Entiti-entiti Broadcom mungkin memindah, dan anda bersetuju kepada pemindahan ini dengan penerimaan RSU, Data kepada Entiti-entiti Broadcom lain, entiti-entiti yang dinyatakan dalam **Lampiran 2** atau mana-mana entiti yang membantu Entiti-entiti Broadcom untuk Tujuan-tujuan. Entiti-entiti Broadcom juga mungkin membenarkan Data untuk diakses oleh pihak berkuasa awam di mana diperlukan oleh undang-undang atau peraturan. Pihak-pihak ketiga dan pihak berkuasa awam mungkin terletak di Amerika Syarikat, Kawasan Ekonomik Eropah atau tempat-tempat lain termasuk kawasan-kawasan di mana undang-undang perlindungan data mungkin tidak seketat yang terdapat di bidangkuasa tempat tinggal anda.

Anda boleh, pada bila-bila masa, menilai Data, meminta pemindaan yang diperlukan kepadanya atau menarik balik kebenaran anda secara bertulis dengan menghubungi Syarikat melalui Pengarah Sumber Manusia anda. Jika anda menarik balik kebenaran anda, anda mesti berbuat demikian dengan menulis kepada Company’s Stock Administration Department, 1320 Ridder Park Drive, San Jose, CA 95131, U.S.A., atau menghantar emel kepada stockadmin.pdl@broadcom.com. Jika anda menarik balik kebenaran anda, Syarikat mungkin tidak dapat menguruskan pemberian ini. Sejurus dengan itu, jika anda menarik balik kebenaran anda, Pemberian ini akan dibatalkan sebaik sahaja penarikbalikkan anda diterima.

Saya membenarkan Entiti-entiti Broadcom dan pihak-pihak ketiga memproses Data saya sepertimana yang dinyatakan di atas, termasuk pemindahan dan penggunaan di negara di mana undang-undang perlindungan data tidak seketat yang terdapat di bidangkuasa tempat tinggal saya.

MEXICO

No country-specific provisions.

NETHERLANDS

Securities Notifications.

By accepting the RSUs, you acknowledge that it is your responsibility to be aware of the Dutch insider trading rules, which may affect the sale of Shares you acquire upon vesting of the RSUs. In particular, you understand and acknowledge that (i) you have reviewed the summary of the Dutch insider trading rules below and (ii) you may be prohibited from effecting certain transactions in Shares if you have insider information regarding the Company. You acknowledge and understand that you have been advised to read the discussion carefully to determine whether the insider rules could apply to you. If you are uncertain whether the insider rules apply to you or your situation, you acknowledge that the Company recommends that you consult with a legal advisor. You acknowledge and agree that the Company cannot be held liable if you violate the Dutch insider trading rules. You acknowledge and agree that you are responsible for ensuring your own compliance with these rules.

Summary of Dutch Prohibition Against Insider Trading.

Dutch securities laws prohibit insider trading. The regulations are based upon the European Market Abuse Directive and are stated in section 5:56 of the Dutch Financial Supervision Act (Wet op het financieel toezicht or Wft) and in section 2 of the Market Abuse Decree (Besluit marktmisbruik Wft). For further information, see the website of the Authority for the Financial Markets (AFM); <http://www.afm.nl/~media/Files/brochures/2012/insider-dealing.ashx>.

Securities Notification.

Notice Provided Under the Avago Technologies Limited 2009 Equity Incentive Award Plan

New Zealand Restricted Stock Units

You have been granted an award of Broadcom Inc. restricted stock units under the Avago Technologies Limited 2009 Equity Incentive Award Plan (**Plan**). You have been or will be provided with a description of the Plan and its terms and conditions separately from this Agreement. In compliance with an exemption to the New Zealand Financial Markets Conduct Act 2013 you must be provided with the following information.

Annual Report and Financial Statements

You have the right to receive from Broadcom Inc. on request, free of charge, a copy of Broadcom Inc.'s latest annual report, financial statements and audit report on those financial statements. You can also obtain a copy of these documents electronically at the following website address www.sec.gov or <http://investors.broadcom.com/phoenix.zhtml?c=203541&p=irol-sec>.

Warning

This is a grant of restricted stock units (**RSUs**). If the RSUs vest, in accordance with the terms of the Plan, you will receive shares in Broadcom Inc. The shares will give you a stake in the ownership of Broadcom Inc. You may receive a return if dividends are paid.

If Broadcom Inc. runs into financial difficulties and is wound up, you will be paid only after all creditors have been paid. You may lose some or all of your investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision.

The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

Ask questions, read all documents carefully, and seek independent financial advice before committing yourself.

The RSUs are not listed. Broadcom Inc. shares are listed on the NASDAQ. This means you may be able to sell Broadcom Inc. shares, if received on vesting of the RSUs, on the NASDAQ if there are interested buyers. You may get less than you invested. The price will depend on the demand for Broadcom Inc. shares.

NORWAY

No country-specific provisions.

POLAND

Exchange Control Information.

If you hold foreign securities (including Shares) and maintain accounts abroad, then it is your responsibility to report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (when combined with all other assets held abroad) exceeds PLN7,000,000. If required, the reports are due on a quarterly basis on special forms available on the website of the National Bank of Poland.

Further, any transfer or settlement of funds in excess of a specified threshold (currently €15,000) must be effected through an authorized bank, authorized payment institution or authorized e-money institution.

By accepting the RSUs, you acknowledge and agree that it is your obligation to maintain evidence of such foreign exchange transactions for five years, in case of a request for their production by the National Bank of Poland.

PORTUGAL

No country-specific provisions.

ROMANIA

No country-specific provisions.

RUSSIA

General.

This offer is being made from the United States and neither this Agreement nor any materials related to the Plan shall be construed to constitute advertising or offering of securities in Russia. The Shares have not been and will not be registered in Russia.

Financial Reporting Requirements.

You are required to notify the applicable Russian tax authorities of any actions with respect to the opening, closing or changing the essential details of bank accounts outside Russia, and must complete various reporting requirements with respect to your financial transactions, including declaring profits you earn in connection with the RSUs and Shares. You are solely responsible for declaring any taxable income arising from this Agreement and Shares, including, but not limited to, any dividend payments or other distributions, as well as any proceeds you receive in connection with the disposition of Shares, and you are solely responsible for payment of all respective taxes that may arise under Russian law in connection therewith.

Foreign Exchange.

The proceeds from the sale of any Shares acquired before January 1, 2018 may only be transferred to a bank account opened in the territory of Russia. The proceeds of the sale of Shares obtained on or after January 1, 2018, may be transferred to your bank account opened in a bank located in OECD and FATF member countries.

Approvals.

You acknowledge and agree that it is your responsibility to obtain any consents or approvals from any third party that may be required from time-to-time by any then applicable Russian law for the disposal of any Shares.

SINGAPORE

Securities Law Information.

The award of the RSUs is being made in reliance of section 273(1)(f) of the Securities and Futures Act (Cap. 289) (“SFA”) for which it is exempt from the prospectus and registration requirements under the SFA. You understand that the Shares have not been registered with the SFA. Unless you sell any Shares you acquire pursuant to the Plan via a public exchange outside of Singapore (e.g., NASDAQ), you agree that you shall not, within six (6) months of your acquisition of any Shares, sell, transfer, gift, hypothecate or otherwise transfer such Shares within Singapore except as expressly approved by the Company in writing. The Company believes that a typical sale through a U.S. brokerage firm would not require the Company’s consent under these rules.

Director Notification Obligation.

If you are a director, shadow director, or hold any similar position¹ of a Singapore-incorporated company (each a “*Singapore company*”) (e.g., any Singapore Subsidiary or Singapore affiliate of the Company), you are subject to certain notification requirements under section 164 of the Singapore Companies Act to enable the Singapore company to comply with its obligations to maintain a register of directors’ shareholdings (“*Register*”). Among these requirements is an obligation to notify the Singapore company in writing of:

- (a) shares in, debentures of, or participatory interests made available by, the Singapore company or its related corporation which are held by you;
- (b) any interest that you have in shares in, debentures of, or participatory interests made available by, the Singapore company or its related corporation, and the nature and extent of that interest under Section 7 of the Singapore Companies Act (which provides for the circumstances under which a deemed interest in shares may arise);
- (c) rights or options that you have in respect of the acquisition or disposal of shares in the Singapore company or its related corporation; and
- (d) contracts to which you are a party or under which you are entitled to a benefit, being contracts under which a person has a right to call for or to make delivery of shares in the Singapore company or its related corporation.

¹ Under section 4(1) of the Singapore Companies Act, the term “director” includes any person occupying the position of director of a corporation by whatever name called.

You must notify the Singapore company in writing when there is any change in the particulars of your interests as mentioned above (including when you sell Shares issued upon vesting and settlement of the RSUs).

You are deemed to hold or have an interest or a right in or over any shares or debentures, if:

- (a) your spouse (not being himself or herself a director or chief executive officer) holds or has an interest or a right in or over such shares or debentures; or
- (b) your child of less than 18 years of age, including stepson, stepdaughter, adopted son or adopted daughter (not being himself or herself a director or chief executive officer) holds or has an interest in such shares or debentures.

In addition, any contract, assignment or right of subscription shall be deemed to have been entered into or exercised or made by, or a grant shall be deemed as having been made to, you if any contract, assignment or right of subscription is entered into, exercised or made by, or a grant is made to, members of your family as aforesaid (not being himself or herself a director or chief executive officer).

Particulars of your interests as mentioned above must be given within two business days after (i) the date on which you became a director of the Singapore company, or (ii) the date on which you became a registered holder of or acquired an interest as mentioned above, whichever last occurs. Particulars of any change in your interests must also be given within two business days of the change.

SLOVENIA

No country-specific provisions.

SOUTH KOREA

No country-specific provisions.

SPAIN

No country-specific provisions.

SWEDEN

No country-specific provisions.

SWITZERLAND

No country-specific provisions.

TAIWAN

Securities Notification.

You understand that the offer of the RSUs has not been and will not be registered with or approved by the Financial Supervisory Commission of the Republic of China pursuant to relevant securities laws and regulations and the RSUs may not be offered or sold within the Republic of China through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Law of the Republic of China that requires a registration or approval of the Financial Supervisory Commission of the Republic of China.

Exchange Control Information.

You acknowledge and agree that you may be required to do certain acts and/or execute certain documents in connection with the grant of the RSUs, the vesting of the RSUs and the disposition of the resulting Shares, including but not limited to obtaining foreign exchange approval for remittance of funds and other governmental approvals within the Republic of China. You shall pay your own costs and expenses with respect to any event concerning a holder of the RSUs, or Shares received upon the vesting thereof.

If you are a Taiwan resident (those who are over 20 years of age and holding a Republic of China citizen's ID Card, Taiwan Resident Certificate or an Alien Resident Certificate that is valid for a period no less than one year), you may acquire and remit foreign currency (including proceeds from the sale of Shares) into and out of Taiwan up to US\$5,000,000 per year. If the transaction amount is TWD\$500,000 or more in a single transaction, you must submit a foreign exchange transaction form and also provide supporting documentation to the satisfaction of the remitting bank.

If the transaction amount is US\$500,000 or more, you may be required to provide additional supporting documentation (including the contracts for such transaction, approval letter, etc.) to the satisfaction of the remitting bank. You acknowledge that you are advised to consult your personal advisor to ensure compliance with applicable exchange control laws in Taiwan.

THAILAND

Exchange Control Information.

When you sell Shares you receive following vesting of RSUs, you must immediately repatriate all cash proceeds to Thailand. Thereafter, you must convert such proceeds to Thai Baht or deposit them into a foreign currency account within 360 days of repatriation. If the amount of your proceeds is US\$50,000 (or its equivalent) or more, you must specifically report the inward remittance to a commercial bank being an authorized agent or other authorized agent of the Bank of Thailand on a foreign exchange transaction form to declare the purpose of such inward remittance. If you fail to comply with these obligations, you may be subject to penalties assessed by the Bank of Thailand. You should consult your personal advisor before taking action with respect to remittance of proceeds from the sale of Shares into Thailand. You are responsible for ensuring compliance with all exchange control laws in Thailand.

TURKEY

Securities Law Information.

You acknowledge and agree that the offer of this award of RSUs has been made by the Company to you personally in connection with your existing relationship with the Company or one or more of its affiliates, and further, that the Award, any Shares issued upon vesting of the RSUs and the related offer thereof are not subject to regulation by any securities regulator in Turkey.

Definitions.

The definition of “Termination of Services” shall be replaced in its entirety by the following definition:

“**Termination of Services**” shall mean Participant’s Termination of Employment.

The definition of “Termination of Employment” shall be replaced in its entirety by the following definition:

“**Termination of Employment**” shall mean the time when the employee-employer relationship between Participant and the Company or any Subsidiary is terminated for any reason, with or without cause, including, but not by way of limitation, a termination by resignation, discharge, death, disability or retirement; but excluding terminations where there is a simultaneous reemployment or continuing employment of Participant by the Company or any Subsidiary. The Administrator, in its absolute discretion, shall determine the effect of all matters and questions relating to Termination of Employment, including, but not by way of limitation, the question of whether a particular leave of absence constitutes a Termination of Employment.

Notice to Participants.

The Agreement as amended pursuant to this Exhibit A forms the rules of the employee share scheme applicable to the United Kingdom based Participants of the Company and any Subsidiaries. Only employees of the Company or any subsidiary of the Company are eligible to be granted RSUs or be issued Shares under the Agreement. Other service providers (including Consultants and Non-Employee Directors) who are not employees are not eligible to receive RSUs under the Agreement in the United Kingdom. Accordingly, all references in the Agreement to the Participant’s service or termination of service shall be interpreted as references to the Participant’s employment or Termination of Employment.

The following provision replaces Section 3.11 of the Agreement in its entirety:

3.11 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue to serve as an employee of the Company or any of its Subsidiaries and the grant of an RSU does not form part of the Participant’s entitlement to remuneration or benefits in terms of his employment with the Company or any Subsidiary.

Terms and Conditions.

Special Tax Consequences. In relation to United Kingdom based Participants only:

(a) You agree to indemnify and keep indemnified the Company, any Subsidiary and your employing company, if different, from and against any liability for or obligation to pay any Tax Liability (a “**Tax Liability**” being any liability for income tax, withholding tax and any other employment related taxes, employee’s national insurance contributions or employer’s national insurance contributions or equivalent social security contributions in any jurisdiction) that is attributable to (1) the grant or settlement of, or any benefit derived by you from, the RSUs, (2) your acquisition of Shares upon vesting of the RSUs, or (3) the disposal of any Shares.

(b) the RSUs cannot be settled until you have made such arrangements as the Company may require for the satisfaction of any Tax Liability that may arise in connection with the vesting and settlement of the RSUs and/or your acquisition of the Shares. The Company shall not be required to issue, allot or transfer Shares until the you have satisfied this obligation.

(c) at the discretion of the Company, the RSUs cannot be settled until you have entered into an election with the Company (or your employer) (as appropriate) in a form approved by the Company and Her Majesty's Revenue & Customs (a "**Joint Election**") under which any liability of the Company and/or the employer for employer's national insurance contributions arising in respect of the granting, vesting, settlement of or other dealing in the RSUs, or the acquisition of Shares on the settlement of the RSUs, is transferred to and met by you.

Tax and National Insurance Contributions Acknowledgment. You agree that if you do not pay or your employer (the "**Employer**") or the Company does not withhold from you, the full amount of all taxes applicable to the taxable income resulting from the grant of the RSUs, the vesting of the RSUs, or the issuance of Shares (the "**Tax-Related Items**") that you owe due to the vesting of the RSUs, or the release or assignment of the RSUs for consideration, or the receipt of any other benefit in connection with the RSUs (the "**Taxable Event**") by 90 days after the end of the tax year in which the Taxable Event occurred, then the amount that should have been withheld shall constitute a loan owed by you to your employer, effective 90 days after the end of the tax year in which the Taxable Event occurred. You agree that the loan will bear interest at the HMRC's official rate and will be immediately due and repayable by you, and the Company and/or the employer may recover it at any time thereafter by withholding the funds from salary, bonus or any other funds due to you by the employer, by withholding Shares issued upon vesting and settlement of the RSUs or from the cash proceeds from the sale of Shares or by demanding cash or a cheque from you. You also authorize the Company to delay the issuance of any Shares to you unless and until the loan is repaid in full.

Notwithstanding the foregoing, if you are an executive officer or director (as within the meaning of Section 13(k) of the Exchange Act) of the Company, the terms of the immediately foregoing provision will not apply. In the event that you are an officer or executive director and Tax-Related Items are not collected from or paid by you within 90 days of the Taxable Event, the amount of any uncollected Tax-Related Items may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You acknowledge that the Company or the Employer may recover any such additional income tax and national insurance contributions at any time thereafter by any of the means referred to in Section 2.6 of the Agreement.

References to "tax withholding obligations", "withholding tax" or similar terms in Sections 2.6(b) and 2.8(d) of the Agreement shall include social security contributions including primary and secondary class 1 national insurance contributions.

VENEZUELA

No country-specific provisions.

Annex 1

Broadcom Inc. and its subsidiaries
c/o Broadcom Inc.
1320 Ridder Park Drive
San Jose, CA 95131
United States

Annex 1 - i

Avago Plan MY RSU Agreement (Revised Nov. 2018)

Payroll Providers

Automatic Data Processing, Inc.
 Allsec Technologies Limited
 Aparajitha Corporate Services Pvt Ltd.
 Baker Tilly Revas Limited
 Balmer-Etienne AG
 Bridgehead B.V.
 Ceridian
 Chronos Consulting
 CIIC Shanghai Financial Co. Consulting Ltd.
 Deloitte
 EPI-USE Managed Solutions Pty Ltd.
 Grant Thornton
 Hilan
 HR Outsourcing Korea
 HTLC Network Group
 HTM Corporation
 In Extenso
 L. K. Nakashe Consultants Pvt. Ltd.
 Made Finance
 N.S.N. Consulting & Investmentservices
 Partena
 Payfront (Excelity)
 Payfront Technologies India Private Limited
 Payroll Services Company Ltd.
 PKF – Littlejohn Network Group
 PTR Business Services
 RSM
 Rueter & Partner
 Saffron Capital Advisors Pvt Ltd.
 Sandhya Consultancy
 SCS Global Tax Consulting Corporation
 Sigmagest
 Spira Twist & Associes
 Squires Payroll Services
 TMF Services Ltd.
 TMF Hong Kong Ltd.
 TMF (THAILAND) LIMITED
 Tricor Services Limited
 Wirtschaftsprufer / Steuerberater
 3 Sixty Allied Services Inc.
 AST - Accounting Services Tilmatic Ltd.
 ATOSS
 Beijing Foreign Enterprise Human Resources Service Co., Ltd.
 Benko Kotruljic
 Dochazka
 Ekspert SA 40
 Elanor spol s.r.o.BB Centrum Brumlovka
 Fucik & Partner

Annex 2 - i

Avago Plan MY RSU Agreement (Revised Nov. 2018)

Gong Jung Global Accounting Corporation
Haneco Commercial Export - Import Company Ltd.
Hogia
Hubner & Hubner
IPL Research Ltd.
Kiosque
Lacras Corporation
MYOB
Pay Asia Pte Ltd.
Sage Micropay
SBA Stone Forest Corporate Advisory (Shanghai) Co., Ltd.
Shanghai Foreign Service (Group) Co., LTD
Softcom
Synerion
Taidevelop Information Corp.
TMF Poland sp.
Tricor Outsourcing Ltd (Thailand)
Tricor Services

Other vendors

BOSS YONETISIM AS
Box, Inc.
Compensia, Inc.
Deloitte Tax LLP
Diligent Corporation
Fidelity Stock Plan Services, LLC
Google Inc.
Innovation
International Law Solutions, PC
Latham & Watkins LLP
My Equity Comp
NAVEX Global, Inc.
PwC
ServiceNow
Studio Arlati Ghislandi
TMF Corporate Services (Australia) Pty Ltd.
Workday, Inc.

Annex 2 - ii

Avago Plan MY RSU Agreement (Revised Nov. 2018)

ADDITIONAL PROVISIONS FOR EMPLOYEES IN DENMARK

ERKLÆRING OM TILDELING AF BETINGEDE AKTIEENHEDER,
HERUNDER ERKLÆRING I HENHOLD TIL
AKTIEOPTIONSLOVEN

Brocade Communications Denmark ApS
(**“Selskabet”**)

Og

Medarbejderen, der elektronisk har givet samtykke til vilkårene og
betingelserne i Restricted Stock Unit Award Agreement.
(**“Medarbejderen”**)

Og

Broadcom Inc.
1320 Ridder Park Drive
San Jose, CA 95131
(**“Moderselskabet”**)

har indgået Restricted Stock Unit Award Agreement og alle bilag og tillæg
hertil (**“Tildelingsaftalen”**) i relation til de Restricted Stock Units
(**“RSU’er”**), som Moderselskabet har tildelt Medarbejderen.

Denne erklæring (**“Erklæringen”**) udgør en erklæring til Medarbejderen i
henhold til § 3, stk. 1 i lov om brug af køberet eller tegningsret til aktier m.v. i
ansættelsesforhold (**“Aktieoptionsloven”**).

STATEMENT CONCERNING GRANTING OF RESTRICTED
STOCK UNITS, INCLUDING STATEMENT PURSUANT TO
THE DANISH STOCK OPTION ACT

Brocade Communications Denmark ApS
(the **“Company”**)

And

The individual providing services to the Company electronically
consenting to the terms and conditions of the Restricted Stock Unit
Award Agreement.
(the **“Service Provider”**)

And

Broadcom Inc.
1320 Ridder Park Drive
San Jose, CA 95131
(the **“Parent Company”**)

have entered into the Restricted Stock Unit Award Agreement,
including all exhibits and appendices thereto (the **“Agreement”**)
concerning the Restricted Stock Units (the **“RSUs”**) granted by the
Parent Company to the Service Provider.

This statement (the **“Statement”**) constitutes a statement to the Service
Provider pursuant to section 3 (1) of the Danish Act on the exercise of
stock acquisition rights or stock subscription rights in employment
relationships, etc. (the **“Stock Option Act”**).

Annex 3 - i

I tilfælde af uoverensstemmelser mellem Erklæringen og Tildelingsaftalen og/eller Medarbejderens ansættelsesaftale med Selskabet har Tildelingsaftalen forrang.

Moderselskabet har vedtaget et Restricted Stock Unit program, der omfatter medarbejdere i Moderselskabet og dets datterselskaber, herunder Selskabets medarbejdere. Vilklårene for Restricted Stock Unit-programmet, der også omfatter de Restricted Stock Units, der tildeles i medfør af Tildelingsaftalen, er fastsat i “Avago Technologies Limited 2009 Equity Incentive Award Plan” (benævnt “**Aktieincitamentsprogrammet**”).

Vilklårene i Aktieincitamentsprogrammet finder anvendelse på Medarbejderens Restricted Stock Units, medmindre Tildelingsaftalen fastsætter vilkår, der fraviger vilklårene i Aktieincitamentsprogrammet. I sådanne tilfælde har Tildelingsaftalen vilkår forrang.

Definitioner anvendt i Tildelingsaftalen skal have samme betydning som i Aktieincitamentsprogrammet, medmindre andet følger af Tildelingsaftalen.

1. RESTRICTED STOCK UNITS OG VEDERLAG
- 1.1 Medarbejderen tildeles løbende Restricted Stock Units, der giver Medarbejderen ret til aktier (“**Aktier**”) i Moderselskabet og/eller kontantbetaling. De pågældende Restricted Stock Units tildeles vederlagsfrit.
- 1.2 Værdien pr. aktie, som Restricted Stock Units’erne repræsenterer vil blive som nærmere fastsat i Tildelingsaftalen.

In the event of any discrepancies between the Statement and the Agreement and/or Service Provider’s contract of employment with the Company, this Agreement shall prevail.

The Parent Company has adopted a Restricted Stock Unit program covering the Service Providers of the Parent Company and its subsidiaries, including the employees of the Company. The terms of the Restricted Stock Unit program, which also include the Restricted Stock Units granted under the Agreement, appear from the “Avago Technologies Limited 2009 Equity Incentive Award Plan” (the “**Equity Incentive Program**”).

The terms of the Equity Incentive Program apply to the Service Provider’s Restricted Stock Units, unless the Agreement stipulates terms that deviate from the terms of the Equity Incentive Program. In such situations, the terms of the Agreement shall prevail.

The definitions of the Agreement shall have the same meaning as the definitions of the Equity Incentive Program, unless otherwise provided by Agreement.

1. RESTRICTED STOCK UNITS AND CONSIDERATION
- 1.1 The Service Provider is granted Restricted Stock Units on a current basis entitling the Service Provider to shares (“**Shares**”) in the Parent Company and/or cash payment. The Restricted Stock Units are granted free of charge.
- 1.2 The value per share that the Restricted Stock Units represent shall be as specified in the Agreement.

2. ØVRIGE VILKÅR OG BETINGELSER

- 2.1 Restricted Stock Units'erne tildeles i overensstemmelse med Aktieincitamentsprogrammet.
- 2.2 Restricted Stock Units'erne tildeles efter Administrators skøn og når Administratoren måtte beslutte det.
- 2.3 Restricted Stock Units'erne optjenes i overensstemmelse med Tildelingsaftalen.
- 2.4 Optjeningen af Restricted Stock Units er betinget af, at Medarbejderen er ansat i Selskabet i optjeningsperioden, og der hverken tildeles eller optjenes Restricted Stock Units efter ansættelsesforholdets ophør, uanset årsag hertil, *jf.* dog nedenfor. Optjeningen af Restricted Stock Units påvirkes ikke af lovreguleret orlov.

3. UDNYTTELSE

- 3.1 Efter optjeningsperioden kan Optjente Restricted Stock Units udnyttes forudsat, at de ikke er bortfaldet efter vilkårene i Tildelingsaftalen og indtil det tidspunkt, hvor sådanne Restricted Stock Units ophører, bortfalder og/eller fortabes i overensstemmelse med vilkårene i Tildelingsaftalen.

2. OTHER TERMS AND CONDITIONS

- 2.1 The Restricted Stock Units are granted under the Equity Incentive Program.
- 2.2 The Restricted Stock Units are granted at the discretion of the Administrator and at the timing of its discretion.
- 2.3 The Restricted Stock Units shall vest as set forth in the Agreement.
- 2.4 The earning of Restricted Stock Units is conditional on the Service Provider being employed with the Company for the duration of the vesting period and no Restricted Stock Units are granted or earned after the termination of the employment, regardless of the reason for such termination, *cf.* however below. The earning of Restricted Stock Units is not influenced by statutory leave.

3. EXERCISE

- 3.1 Following vesting, earned Restricted Stock Units will be exercisable as long as they remain validly outstanding pursuant to the Agreement, until the date such Restricted Stock Units are terminated, cancelled and/or forfeited pursuant to the terms of the Agreement.

Annex 3 - iii

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| <p>3.2 Såfremt (i) Selskabet opsiger Medarbejderens ansættelsesforhold, uden at Medarbejderen har misligholdt ansættelsesforholdet, eller (ii) Medarbejderen opsiger ansættelsesforholdet som følge af Selskabets grove misligholdelse, har Medarbejderen uanset opsigelsen ret til betaling af ikke-optjente og ikke-udbetalte Restricted Stock Units i overensstemmelse med Aktieincitamentsprogrammet og Tildelingsaftalen.</p> <p>3.3 I tilfælde af Medarbejderens opsigelse, uden at Selskabet groft har misligholdt ansættelsesforholdet, fortabes og bortfalder alle ikke-optjente Restricted Stock Units, der ikke er udbetalt på det tidspunkt, hvor ansættelsen ophører, uden yderligere varsel og uden kompensation. Medarbejderen bevarer dog retten til betaling for optjente og ikke-udbetalte Restricted Stock Units i overensstemmelse med Aktieincitamentsprogrammet og Tildelingsaftalen.</p> <p>3.4 I tilfælde af Selskabets opsigelse og/eller bortvisning som følge af Medarbejderens misligholdelse af ansættelsesforholdet bortfalder Medarbejderens Restricted Stock Units som ikke er optjent uden yderligere varsel eller kompensation pr. ansættelsesforholdets ophør.</p> | <p>3.2 In the event that (i) the Company terminates the Service Provider's employment for reasons other than the Service Provider's breach of the employment, or (ii) the Service Provider terminates the employment due to material breach on the part of the Company, the Service Provider is, irrespective of the termination, entitled to settlement of any unvested Restricted Stock Units remaining unsettled in accordance with the Equity Incentive Program and the Agreement.</p> <p>3.3 If the Service Provider terminates the employment without the Company being in gross breach of the employment, all unvested Restricted Stock Units, which have not been exercised at the time of the termination, will be forfeited and lapse without further notice or compensation. The Service Provider, however is entitled to settlement of all vested Restricted Stock Units which have not been settled at the time of the termination in accordance with the Equity Incentive Program and the Agreement.</p> <p>3.4 If the Company terminates and/or summarily dismisses the Service Provider due the Service Provider's breach of the employment, all Restricted Stock Units, which have not vested at the time of termination, will lapse without further notice or compensation at the effective date of termination.</p> |
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Annex 3 - iv

- 3.5 Ved Medarbejderens død bortfalder Medarbejderens ikke-optjente Restricted Stock Units uden yderligere varsel og kompensation pr. dødstidspunktet. Boet og/eller arvingerne er i øvrigt i enhver henseende underlagt de for Medarbejderen fastsatte vilkår for Restricted Stock Units og de dertil knyttede aktier.
- 3.6 Ved aldersbetinget pensionering (folkepension) eller særskilt aftale herom og ved invaliditet har Medarbejderen ret til at få udbetaling for tildelte, ikke-udbetalte Restricted Stock Units. Medarbejderen er underlagt de for Medarbejderne fastsatte vilkår for Restricted Stock Units og de dertil knyttede aktier.

4. REGULERING AF RESTRICTED STOCK UNITS

Regulering ved kapitalændringer

- 3.5 In the event of the Service Provider's death, unvested Restricted Stock Units will lapse without further notice and compensation as at the time of death. The estate and/or the beneficiaries are subject to the terms governing the Service Provider's Restricted Stock Units and the related Shares.
- 3.6 Upon retirement due to old age ("**folkepension**") or separate agreement in this respect and in the event of disability, the Service Provider is entitled to settlement of granted and unsettled Restricted Stock Units. The Service Provider is subject to the terms governing the Restricted Stock Units and the related Shares.

4. ADJUSTMENT OF THE RESTRICTED STOCK UNITS

Adjustment in connection with capital changes

Annex 3 - v

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| <p>4.1 Såfremt der sker en ændring i antallet af udestående Aktier som følge af ændring i Moderselskabets kapitalstruktur uden vederlag såsom aktieudbytte, rekapitalisering, aktiesplit, omvendt aktiesplit, rekonstruktion, fusion, konsolidering, opdeling, kombination, genkøb eller ombytning af Selskabets Aktier eller øvrige værdipapirer eller andre ændringer i Moderselskabets selskabsstruktur, der kan påvirke Aktien, kan der gennemføres justeringer, der kan påvirke Aktieincitamentsprogrammet, herunder en justering af antallet af samt klassen af Aktier, der kan opnås i henhold til Programmet, af Købsprisen pr. aktie og af det antal Aktier for hver option i henhold til Programmet, der endnu ikke er udnyttet, og de talmæssige begrænsninger i Aktieincitamentsprogrammet.</p> <p><i>Andre ændringer</i></p> <p>4.2 I tilfælde af forslag om opløsning eller likvidation af Selskabet, og i tilfælde af fusion eller ændring i kontrollen med Selskabet eller Moderselskabet, kan der ske andre reguleringer i Aktieincitamentsprogrammet og Restricted Stock Units.</p> <p><i>Administrators regulering af Optioner</i></p> <p>4.3 Administrators adgang til at regulere Restricted Stock Units i de i § 4 omhandlede situationer er reguleret af punkt 4 i Aktieincitamentsprogrammet. Med hensyn til Administrators generelle adgang til at ændre eller opsiges Aktieincitamentsprogrammet, henvises der til punkt 4 i Aktieincitamentsprogrammet Bilag 1.</p> | <p>4.1 If the number of outstanding Shares is changed by a modification in the capital structure of the Parent Company without consideration such as a stock dividend, recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, combination, repurchase or exchange of Shares or other securities of the Parent Company or other change in the corporate structure of the Parent Company affecting the Shares, adjustments may be made that may impact the Equity Incentive Program and the Restricted Stock Units including adjusting the number and class of Shares that may be delivered under the Equity Incentive Program and the numerical limits of the Equity Incentive Program.</p> <p><i>Other changes</i></p> <p>4.2 In the event of a proposed dissolution or liquidation of the Parent Company and in the event of a merger or a change in control of the Parent Company, other adjustments may be made to the Equity Incentive Program and the Restricted Stock Units.</p> <p><i>Administrator's regulation of Options</i></p> <p>4.3 The Administrator's access to regulation of the Restricted Stock Units in the situations comprised by this section 4 shall be regulated by the terms and conditions of the Equity Incentive Program. As regards the Administrator's, general access to amend or terminate the Equity Incentive Program reference is made to the Equity Incentive Program Section 13.4 and Section 3.7 of the Agreement.</p> |
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Annex 3 - vi

5. ØKONOMISKE ASPEKTER VED DELTAGELSE I ORDNINGEN

- 5.1 Restricted Stock Units'erne er risikobetonede værdipapirer, der er afhængige af aktiemarkedet og Moderselskabets resultater. Som følge heraf er der ingen garanti for, at Restricted Stock Units'erne udløser en fortjeneste. Restricted Stock Units'erne skal ikke medregnes ved opgørelsen af feriepenge, fratrædelsesgodtgørelse, godtgørelse eller kompensation fastsat ved lov, pension og lignende.

6. SKATTEMÆSSIGE FORHOLD

- 6.1 De skattemæssige konsekvenser for Medarbejderen som følge af tildelingen af Restricted Stock Units og den efterfølgende udnyttelse heraf er i sidste ende Medarbejderens ansvar. Selskabet opfordrer Medarbejderen til selvstændigt at indhente rådgivning om den skattemæssige behandling af tildeling og udnyttelse af Restricted Stock Units.

5. THE FINANCIAL ASPECTS OF PARTICIPATING IN THE SCHEME

- 5.1 The Restricted Stock Units are risky securities the potential value of which is influenced by the market for Shares and the Parent Company's results. Consequently, there is no guarantee that the vesting of the Restricted Stock Units will trigger a profit. The Restricted Stock Units are not to be included in the calculation of holiday allowance, severance pay, statutory allowance and compensation, pension and similar payments.

6. TAX MATTERS

- 6.1 Any tax consequences for the Service Provider arising out of the Restricted Stock Units and the exercise thereof are ultimately the responsibility of the Service Provider. The Company encourages the Service Provider to obtain individual tax advice in relation to the effect of grant and vesting of the Restricted Stock Units.

Annex 3 - vii

7. OVERDRAGELSE OG PANTSÆTNING AF OPTIONER MV.
- 7.1 Restricted Stock Units er personlige. Ingen rettigheder om betaling for Restricted Stock Units eller tildeling af Aktier i henhold til Aktieincitamentsprogrammet kan overdrages, overføres, pantsættes eller på anden vis disponeres over af Medarbejderen, frivilligt eller ved udlæg.

7. TRANSFER AND PLEDGING OF OPTIONS, ETC.
- 7.1 The Restricted Stock Units are personal instruments. No rights with regard to settlement of Restricted Stock Units or to receive Shares under the Equity Incentive Program may assigned, transferred, pledged or otherwise disposed of in any way by the Service Provider whether voluntarily or by execution.

Annex 3 - viii

BROADCOM INC. MANDATORY EMPLOYMENT ARBITRATION AGREEMENT

Broadcom Inc., together with all direct and indirect subsidiaries of Broadcom Inc., including the Broadcom Inc. entity by which Participant is employed (collectively, the “Company.”) has adopted this Mandatory Employment Arbitration Agreement (the “Agreement”) to govern all disputes between the Company and Participant.

1. General Intent of the Parties. It is the intent of the Company and the Participant that all employment related disputes between the Company and Participant will, to the fullest extent permitted by law, be resolved by final and binding arbitration.
2. Covered Claims. “Covered Claims” include any and all claims or controversies between the Company and any Participant (or between one or more Participants, employees and any present or former officer, director, agent, or employee of the Company or any parent, subsidiary, or other entity affiliated with the Company), including claims or controversies that are related to employment, compensation, including equity awards, or receipt of or eligibility for benefits arising out of employment, and post-employment disputes including, without limitation, contract claims, tort claims, common law claims and claims based on any federal, state or local law, statute, or regulation, including but not limited to any claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family Medical Leave Act, and any other applicable federal or state law or regulation or local ordinance governing employment and compensation; but excluding Excluded Claims.
3. Excluded Claims. Excluded Claims are not subject to arbitration. “Excluded Claims” include (a) claims for unemployment and workers’ compensation benefits, (b) claims under the National Labor Relations Act, (c) administrative claims for unpaid wages or waiting time penalties before the California Division of Labor Standards Enforcement and any other administrative claims that an employee cannot, as a matter of law, be required to assert solely by arbitration; provided, however, that any appeal from an award or from denial of an award by any administrative agency with primary jurisdiction shall be arbitrated pursuant to the terms of this Agreement; (d) to the extent DFARS 252.222-7006 applies, any claims under Title VII of the Civil Rights Act of 1964, or any tort arising out of sexual harassment or sexual assault, unless the Participant further consents to arbitration after the time the dispute arises; and (e) representative claims brought under the California Private Attorney General Act.
4. Provisional Remedies. This Agreement does not limit the right of the Company or Participant to seek any provisional remedy, including, without limitation, injunctive or similar relief, from any court of competent jurisdiction as may be necessary to protect the Company’s or Participant’s rights and interests pending the outcome of an arbitration, including but not limited to claims for violation of any non-disclosure or other agreement between Participant and the Company for the protection of confidential and proprietary information and trade secrets and/or invention assignment.
5. Arbitration. Covered Claims shall be resolved by final and binding arbitration in the County in which the Participant currently works or last worked for the Company. The arbitration will be conducted by a single, neutral arbitrator in accordance with the JAMS (Judicial Arbitration and Mediation Service) Employment Arbitration Rules and Procedures, which can be found at www.jamsadr.com, or by any other arbitration provider mutually agreed by the Company and Participant. The arbitrator will be selected in accordance with JAMS’s applicable arbitrator

selection rules, or the selection rules of any other agreed arbitration provider. The Company and Participant shall be entitled to more than minimal discovery and the arbitrator shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. The arbitrator shall apply the same substantive law, with the same statutes of limitation and the same remedies that would apply if the claims were brought in a court of law.

6. Enforcement. Either the Company or Participant may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award, and shall be entitled to recover fees and costs associated with any such motion to compel arbitration or to enforce an arbitration award. Otherwise, except as provided in Section 4, above, neither the Company nor Participant shall initiate or prosecute any lawsuit or claim in any way related to any arbitrable claim, including without limitation any claim as to the making, existence, validity, or enforceability of this Agreement.
7. Governing Law. The arbitration provisions of this Agreement shall be governed by and enforceable pursuant to the Federal Arbitration Act. In all other respects for provisions not governed by the Federal Arbitration Act, this Agreement shall be construed in accordance with the laws of the state in which the Participant currently works, or last worked, for the Company, without reference to conflicts of law principles.
8. Costs of Arbitration. The Company shall pay all costs unique to arbitration, including without limitation arbitration administrative fees, arbitrator compensation and expenses, and costs of any witnesses called by the arbitrator ("Arbitration Costs"). Unless otherwise ordered by the arbitrator under applicable law, the Company and Participant shall each bear his, her or its own expenses, such as expert witness fees and attorneys' fees and costs. Nothing herein shall prevent the Company or Participant from seeking a statutory award of reasonable attorneys' fees and costs.
9. Waiver of Right to Jury Trial; Class Action Waiver. THE COMPANY AND PARTICIPANT UNDERSTAND AND AGREE THAT THIS AGREEMENT CONSTITUTES A WAIVER OF THEIR RIGHT TO A TRIAL BY JURY OF ANY COVERED CLAIMS. PARTICIPANT UNDERSTANDS AND ACKNOWLEDGES THAT THIS AGREEMENT ALSO CONSTITUTES A WAIVER OF PARTICIPANT'S RIGHT TO BRING ANY CLAIM AS PART OF OR IN CONNECTION WITH A CLASS ACTION LAWSUIT OR CLAIM. THE PARTIES AGREE THAT NO COVERED CLAIM SHALL BE RESOLVED BY A JURY TRIAL AND NO COVERED CLAIM SHALL BE BROUGHT AS A CLASS ACTION.
10. At-Will Employment. Nothing in this Agreement is intended to or shall modify the at-will nature of employment at the Company.
11. Severability and Survival. If any provision of this Agreement shall be held by a court or the arbitrator to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by law, and the remainder of this Agreement shall remain in full force and effect. The Company's and Participant's obligations under this Agreement shall survive the termination of the employment relationship.
12. Complete Agreement. This Agreement contains a full and complete statement of the agreements and understandings as between the Company and Participant regarding resolution of disputes between them, and supersedes and replaces all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Agreement.

13. Opportunity to Consult with Counsel. PARTICIPANT ACKNOWLEDGES AND AGREES THAT PARTICIPANT WAS AFFORDED THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL AND HAS EITHER TAKEN ADVANTAGE OF THAT OPPORTUNITY, OR VOLUNTARILY DECLINED TO DO SO.

B - 3

**Notice of Grant of Performance Stock Unit Award
Under the Avago Technologies Limited
2009 Equity Incentive Award Plan**

**BROADCOM INC.
1320 Ridder Park Drive
San Jose, CA 95131**

GRANTEE NAME: <Participant Name>	Grant Date:	<Grant Date>
	Vesting Base Date:	<Performance Schedule Start Date>
GRANTEE ID: <Employee ID>	Number of Performance Stock Units:	<Grant Custom Field 4>
GRANT NUMBER: <Client Grant ID>		

The maximum number of shares that may be issued in respect of the Performance Stock Units is <Number of Awards Granted> shares.

On the grant date shown above (the “**Grant Date**”), Broadcom Inc., a Delaware corporation (the “**Company**”), granted to the grantee identified above (“**you**” or the “**Participant**”) the number of performance stock units shown above (the “**PSUs**” or “**Performance Stock Units**”) under the Avago Technologies Limited 2009 Equity Incentive Award Plan, as amended (the “**Plan**”). If and when it vests, this award entitles you to receive a number of shares of the Company’s common stock (each, a “**Share**”) as determined below.

The number of Shares issuable in respect of each Performance Period (as defined in Exhibit A) shall be determined by multiplying the Achievement Factor (as determined in accordance with Exhibit A) for such Performance Period by twenty-five percent (25%) of the total number of PSUs shown above if you have not incurred a Termination of Services prior to the March 15 immediately following the end of such Performance Period (each such March 15, a “**Vesting Date**”) and subject to the additional terms set forth in the attached Performance Stock Unit Award Agreement.

Notwithstanding anything to the contrary in any Company plan in which you participate or any agreement to which you are party or any Company policy, the vesting of the PSUs shall not accelerate in the event of any Termination of Service, Change in Control, or termination due to death or permanent disability (or in any other event or circumstance) that occurs prior to the Vesting Base Date.

By accepting this award electronically through the Plan service provider’s online grant acceptance process:

- (1) You agree that the PSUs are governed by this Notice of Grant and the attached Performance Stock Unit Award Agreement (including Exhibits and Annexes thereto and together with the Notice of Grant, the “**Agreement**”) and the Plan.
- (2) You have received, read and understand the Agreement, the Plan and the prospectus for the Plan.
- (3) You agree that the Company, in its sole discretion, may satisfy any withholding obligations in respect of the PSUs and any other performance stock units or restricted stock units, if any, granted to you prior to the Grant Date under the Plan or any other Company equity incentive plan (each, a “**Prior Award**”) in accordance with Section 2.6

of the Agreement by (i) withholding Shares otherwise issuable to you upon vesting of the PSUs or such Prior Award, (ii) instructing a broker on your behalf to sell Shares issuable to you upon vesting of the PSUs or such Prior Award and submit proceeds of such sale to the Company or (iii) using any other method permitted by Section 2.6 of the Agreement, the Plan or the equity incentive plan pursuant to which such Prior Award was granted.

(4) You agree to accept as binding all decisions or interpretations of the Administrator or its delegate regarding any questions relating to the Plan or the Agreement, including, if you provide services outside the United States, the global provisions and any specific provisions for the country in which you provide services, attached to the Agreement as Exhibit B (the “**Foreign Provisions**”).

(5) You have read and agree to comply with the Company’s Insider Trading Policy.

Capitalized terms not specifically defined in this Notice shall have the meanings specified in the Plan or the Agreement.

**AVAGO TECHNOLOGIES LIMITED
2009 EQUITY INCENTIVE AWARD PLAN**

PERFORMANCE STOCK UNIT AWARD AGREEMENT

Broadcom Inc., a Delaware corporation (the “**Company**”), pursuant to the Avago Technologies Limited 2009 Equity Incentive Award Plan, as amended from time to time (the “**Plan**”), has granted to the grantee indicated in the attached Notice of Grant (the “**Notice of Grant**”) an award of performance stock units (“**Performance Stock Units**” or “**PSUs**”). The PSUs are subject to all of the terms and conditions set forth in this Performance Stock Unit Award Agreement (including Exhibits and Annexes thereto and together with the Notice of Grant, the “**Agreement**”) and the Plan.

BY ACCEPTING THIS AWARD, YOU CONSENT TO THE USE AND SHARING OF YOUR PERSONAL DATA AS SET FORTH IN THE APPLICABLE PROVISIONS IN EXHIBIT B.

ARTICLE I

GENERAL

1.1 Defined Terms. Capitalized terms not specifically defined in this Agreement shall have the meanings specified in the Plan or in the Notice of Grant, unless the context clearly requires otherwise.

(a) “**Termination of Consultancy**” shall mean the time when the engagement of Participant as a Consultant to the Company or a Subsidiary is terminated for any reason, with or without cause, including, but not by way of limitation, by resignation, discharge, death, disability, or retirement, but excluding: (a) terminations where there is a simultaneous employment or continuing employment of Participant by the Company or any Subsidiary, and (b) terminations where there is a simultaneous re-establishment of a consulting relationship or continuing consulting relationship between Participant and the Company or any Subsidiary. The Administrator, in its absolute discretion, shall determine the effect of all matters and questions relating to Termination of Consultancy, including, but not by way of limitation, the question of whether a particular leave of absence constitutes a Termination of Consultancy. Notwithstanding any other provision of the Plan, the Company or any Subsidiary has an absolute and unrestricted right to terminate a Consultant’s service at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in writing.

(b) “**Termination of Directorship**” shall mean the time when Participant, if he or she is or becomes a Non-Employee Director, ceases to be a Director for any reason, including, but not by way of limitation, a termination by resignation, failure to be elected, death or retirement. The Board, in its sole and absolute discretion, shall determine the effect of all matters and questions relating to Termination of Directorship with respect to Non-Employee Directors.

(c) “**Termination of Employment**” shall mean the time when the employee-employer relationship between Participant and the Company or any Subsidiary is terminated for any reason, with or without cause, including, but not by way of limitation, a termination by resignation, discharge, death, disability or retirement; but excluding: (a) terminations where there is a simultaneous reemployment or continuing employment of Participant by the Company or any Subsidiary, and (b) terminations where there is a simultaneous establishment of a consulting relationship or continuing consulting relationship between Participant and the Company or any Subsidiary. The Administrator, in its absolute discretion, shall determine the effect of all matters and questions relating to Termination of Employment, including, but not by way of limitation, the question of whether a particular leave of absence constitutes a Termination of Employment.

(d) “**Termination of Services**” shall mean Participant’s Termination of Consultancy, Termination of Directorship or Termination of Employment, as applicable.

1.2 General. The Performance Stock Units represent the right to receive a number of Shares determined in accordance with Exhibit A if and when they vest. The Performance Stock Units shall not be treated as property or as a trust fund of any kind.

1.3 Incorporation of Terms of Plan. PSUs are subject to the terms and conditions of the Plan which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

ARTICLE II

GRANT OF PERFORMANCE STOCK UNITS

2.1 Grant of PSUs. In consideration of your continued employment with or service to the Company or a Subsidiary and for other good and valuable consideration, effective as of the Grant Date set forth in the Notice of Grant (the “**Grant Date**”), the Company granted to you the number of PSUs set forth in the Notice of Grant.

2.2 Company’s Obligation to Pay. Subject to and until the PSUs will have vested in the manner set forth in Article II hereof, you will have no right to payment of any such PSUs. Prior to actual payment of any vested PSUs, such PSUs will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

2.3 Vesting Schedule. Subject to Sections 2.4 and 3.12, your PSUs will vest and become nonforfeitable according to the vesting schedule set forth in the Notice of Grant as long as you have not had a Termination of Services prior to the applicable Vesting Date. Unless otherwise determined by the Administrator, employment or service for a portion, even a substantial portion, of the vesting period will not entitle you to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a Termination of Services as provided in Section 2.5 below or under the Plan.

2.4 Change in Control Treatment. In the event a Change in Control occurs following the Vesting Base Date but prior to the end of any Performance Period (as defined in Exhibit A), each Performance Period then in effect shall be shortened to end at such date within ten (10) days prior to the closing of the Change in Control as determined by the Administrator, the Achievement Factor for each such Performance Period shall be calculated on a date occurring prior to the closing of the Change in Control, as determined by the Administrator, in its sole discretion, and such Performance Stock Units will vest on the Vesting Date following each originally scheduled Performance Period related to such Performance Stock Units, with the number of Shares to be issued upon such vesting determined using the Achievement Factor calculated in accordance with this Section 2.4, subject, in each case, to you not experiencing a Termination of Services prior to the applicable Vesting Date. For the avoidance of doubt, the Performance Stock Units shall be subject to any accelerated vesting applicable to such Performance Stock Units under any change in control plan you participate in or any change in control agreement you are party to, in each case, in accordance with the terms thereof and using the Achievement Factor determined in accordance with this Section 2.4; provided, that, the vesting of the Performance Stock Units shall not accelerate in the event of any Termination of Service, Change in Control, or termination due to death or permanent disability (or in any other event or circumstance) that occurs prior to the Vesting Base Date.

2.5 Forfeiture, Termination and Cancellation upon Termination of Services. Upon your Termination of Services prior to a Vesting Date for any or no reason, the PSUs subject to such Performance Period will be automatically forfeited, terminated and cancelled as of the applicable termination date without payment of any consideration by the Company, and you, or your beneficiary or personal representative, as the case may be, shall have no further rights hereunder. In addition, any PSUs that do not vest in accordance with the Notice of Grant and Exhibit A will be automatically forfeited, terminated and cancelled as of the Determination Date applicable to such PSUs without payment of any consideration by the Company, and you, or your beneficiary or personal representative, as the case may be, shall have no further rights hereunder.

2.6 Payment after Vesting.

(a) On or before the tenth (10th) day following the later of (i) the Determination Date or (ii) the Vesting Date for each Performance Period, the Company shall deliver to the Participant that number of Shares, if any, issuable in respect of such Performance Period, as determined in accordance with the Notice of Grant. Notwithstanding the foregoing, in the event Shares cannot be issued because of the failure to meet one or more of the conditions set forth in Section 2.8(a), (b) or (c) hereof, then the Shares shall be issued pursuant to the preceding sentence as soon as administratively practicable after the Administrator determines that Shares can again be issued in accordance with Sections 2.8(a), (b) and (c) hereof. Notwithstanding any discretion in the Plan, the Notice of Grant or this Agreement to the contrary, upon vesting of the PSUs, Shares will be issued, if at all, as set forth in this section. In no event will the PSUs be settled in cash.

(b) Notwithstanding anything to the contrary in this Agreement or the agreements evidencing any Prior Awards, the Company shall be entitled to require you to pay any sums required by applicable law to be withheld with respect to the PSUs, the issuance of Shares or with respect to any Prior Awards. Such payment shall be made in such form of consideration as determined by the Company in its sole discretion, including:

- (i) Cash or check;

(ii) Surrender or withholding of Shares otherwise issuable under the PSUs or Prior Awards, as applicable, and having an aggregate Fair Market Value on the date withholding no greater than the aggregate amount of such liabilities based on the maximum statutory withholding rates in your applicable jurisdiction;

(iii) Other property acceptable to the Company in its sole discretion (including cash resulting from a transaction (a “Sell to Cover”) in which the Company, on your behalf, instructs Fidelity Stock Plan Services, LLC or one of its affiliates or another agent selected by the Company (collectively, the “Agent”) to sell a number of Shares issued to you sufficient to meet the withholding obligation, as determined by the Company in its sole discretion, and to remit proceeds of such sale to the Company sufficient to satisfy the withholding obligation); or

(iv) By deduction from other compensation payable to you.

If the Company requires or permits a Sell to Cover:

(A) You hereby appoint the Agent as your agent and direct the Agent to (1) sell on the open market at the then prevailing market price(s), on your behalf, promptly after any PSUs (or Prior Awards) vest, such number of the Shares that are issued in respect of such PSUs (or subject to or issued in respect of such Prior Awards) as the Agent determines will generate sufficient proceeds to cover (x) any estimated tax, social insurance, payroll, fringe benefit or similar withholding obligations with respect to such vesting and (y) all applicable fees and commissions due to, or required to be collected by, the Agent with respect thereto and (2) in the Company’s discretion, apply any remaining funds to your federal tax withholding or remit such remaining funds to you.

(B) You hereby authorize the Company and the Agent to cooperate and communicate with one another to determine the number of Shares to be sold pursuant to subsection (A) above. You understand that to protect against declines in the market price of Shares, the Agent may determine to sell more than the minimum number of Shares needed to generate the required funds.

(C) You understand that the Agent may effect sales as provided in subsection (A) above in one or more sales and that the average price for executions resulting from bunched orders will be assigned to your account. In addition, you acknowledge that it may not be possible to sell Shares as provided in subsection (A) above due to (1) a legal or contractual restriction applicable to the Agent, (2) a market disruption, or (3) rules governing order execution priority on the national exchange where the Shares may be traded. In the event of the Agent’s inability to sell Shares, you will continue to be responsible for the timely payment to the Company and/or its affiliates of all federal, state, local and foreign taxes that are required by applicable laws and regulations to be withheld, including but not limited to those amounts specified in subsection (A) above.

(D) You acknowledge that, regardless of any other term or condition of this Section 2.6(b), neither the Company nor the Agent will have any liability to you for (1) special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages of any kind, (2) any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond its reasonable control, or (3) any claim relating to the timing of any Sell to Cover, the price at which Shares are sold in any Sell to Cover, or the timing of the delivery to you of any Shares following any Sell to Cover. Regardless of the Company's or any Subsidiary's actions in connection with tax withholding pursuant to this Agreement, you acknowledge that the ultimate responsibility for any and all tax-related items imposed on you in connection with any aspect of the PSUs (and any Prior Awards) and any Shares issued upon vesting of the PSUs (or subject to or issued in respect of your Prior Awards) is and remains your responsibility and liability. Except as expressly stated herein, neither the Company nor any Subsidiary makes any commitment to structure the PSUs (or any Prior Award) to reduce or eliminate your liability for tax-related items.

(E) You hereby agree to execute and deliver to the Agent any other agreements or documents as the Agent reasonably deems necessary or appropriate to carry out the purposes and intent of this Section 2.6(b). The Agent is a third-party beneficiary of this Section 2.6(b).

This Section 2.6(b) shall survive termination of this Agreement until all tax withholding obligations arising in connection with this Award have been satisfied.

The Company shall not be obligated to deliver any Shares to you unless and until you have paid or otherwise satisfied in full the amount of all federal, state, local and foreign taxes required to be withheld in connection with the grant, vesting or settlement of the PSUs.

2.7 Rights as Stockholder. As a holder of PSUs you are not, and do not have any of the rights or privileges of, a stockholder of the Company, including, without limitation, any dividend rights or voting rights, in respect of the PSUs and any Shares issuable upon vesting or settlement thereof unless and until such Shares shall have been actually issued by the Company to you. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 14.2 of the Plan.

2.8 Conditions to Delivery of Shares. Subject to Section 11.4 of the Plan, the Shares deliverable hereunder, or any portion thereof, may be either previously authorized but unissued Shares or issued Shares which have then been reacquired by the Company. Such Shares shall be fully paid and nonassessable. The Company shall not be required to issue or deliver any Shares deliverable hereunder prior to fulfillment of all of the following conditions:

(a) The admission of such Shares to listing on all stock exchanges on which the Shares are then listed;

(b) The completion of any registration or other qualification of such Shares under any state, federal or foreign law or under rulings or regulations of the Securities and Exchange Commission or of any other governmental regulatory body, which the Administrator shall, in its absolute discretion, deem necessary or advisable;

(c) The obtaining of any approval or other clearance from any state, federal or foreign governmental agency which the Administrator shall, in its absolute discretion, determine to be necessary or advisable;

(d) The receipt by the Company of full payment for such Shares, including payment of any applicable withholding tax, which may be in one or more of the forms of consideration permitted under Section 2.6 hereof; and

(e) The lapse of such reasonable period of time following a Vesting Date as the Administrator may from time to time establish for reasons of administrative convenience.

ARTICLE III

OTHER PROVISIONS

3.1 **Administration**. The Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator in good faith shall be final and binding upon you, the Company and all other interested persons. No member of the Administrator or the Board shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, this Agreement or the PSUs.

3.2 **Adjustments Upon Specified Events**. In addition, upon the occurrence of certain events relating to the Shares contemplated by Section 14.2 of the Plan (including, without limitation, an extraordinary cash dividend on such Shares), the Administrator shall make such adjustments as the Administrator deems appropriate in the number of Performance Stock Units then outstanding and the number and kind of securities that may be issued in respect of the Performance Stock Units. You acknowledge that the PSUs are subject to modification and termination in certain events as provided in this Agreement and Article 14 of the Plan.

3.3 **Grant is Not Transferable**. Your PSUs may not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the PSUs, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, the PSUs will terminate immediately and will become null and void.

3.4 **Notices**. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to Participant shall be addressed to Participant at the Participant's last address reflected on the Company's records, including any email address. By a notice given pursuant to this Section 3.4, either party may hereafter designate a different address for notices to be given to that party. Any notice to the Company shall be deemed given when actually received. Any notice given by the Company shall be deemed given when sent via email or 5 U.S. business days after mailing.

3.5 **Titles**. Titles provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

3.6 Governing Law; Severability. The laws of the State of California shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

3.7 Conformity to Securities Laws. You acknowledge that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, and state and foreign securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the PSUs are granted, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

3.8 Amendments, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board, *provided*, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the PSUs in any material way without your prior written consent.

3.9 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth in Section 3.3 hereof, this Agreement shall be binding upon Participant and his or her heirs, executors, administrators, successors and assigns.

3.10 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if you are subject to Section 16 of the Exchange Act, the Plan, the PSUs and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by and necessary to comply with applicable law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

3.11 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon you any right to continue to serve as an employee or other service provider of the Company or any of its Subsidiaries.

3.12 Dispute Resolution. By accepting the PSUs, if you are an employee providing services in the U.S., you agree to the provisions of, and to be bound by, the Broadcom Inc. Mandatory Employment Arbitration Agreement attached as Exhibit C hereto (the “**Arbitration Agreement**”). In the event you violate the Arbitration Agreement, the PSUs will thereupon be cancelled for no consideration.

3.13 Entire Agreement. The Plan, the Notice of Grant and this Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

3.14 Section 409A. The PSUs are not intended to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, “**Section 409A**”). However, notwithstanding any other provision of the Plan or this Agreement, if at any time the Administrator determines that the PSUs (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify you or any other person for failure to do so) to adopt such amendments to the Plan or this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate either for the PSUs to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

3.15 Limitation on Participant’s Rights. Participation in the Plan confers no rights or interests other than as herein provided. Neither the Plan nor any underlying program, in and of itself, has any assets. The Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the PSUs, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to PSUs, as and when payable hereunder.

3.16 Additional Terms for Participants Providing Services Outside the United States. To the extent you provide services to the Company or a Subsidiary in a country other than the United States, the PSUs shall be subject to such additional or substitute terms as shall be set forth for such country in Exhibit B attached hereto. If you relocate to one of the countries included in Exhibit B during the life of the PSUs, Exhibit B, including the provisions for such country, shall apply to you and the PSUs, to the extent the Company determines that the application of such provisions is necessary or advisable in order to comply with applicable law or facilitate the administration of the Plan. In addition, the Company reserves the right to impose other requirements on the PSUs and the Shares issued upon vesting of the PSUs, to the extent the Company determines it is necessary or advisable in order to comply with local laws 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.

* * * * *

EXHIBIT A
TO AVAGO TECHNOLOGIES LIMITED
2009 EQUITY INCENTIVE AWARD PLAN
PERFORMANCE STOCK UNIT AWARD AGREEMENT

PERFORMANCE CRITERIA AND MEASUREMENT

1. Definitions.

For the purposes of the charts, calculations and conditions below:

- a. **“Average Market Value,”** with respect to a company, shall mean the average closing trading price of a company’s shares on the principal exchange on which such shares are then traded, during the 30 consecutive calendar days ending on (and including) a specified date, as reported by the applicable principal exchange on which such company’s shares are listed or quoted, or by such other authoritative source as the Administrator may determine.
 - b. **“Prior Achievement Sum”** means the sum of the Achievement Factors (as defined below) for Performance Period 1, Performance Period 2 and Performance Period 3.
 - c. **“Relative TSR”** shall mean the Company’s TSR relative to the TSR of the companies that comprise the S&P 500 Index as of the last day of the Performance Period, expressed as a percentile.
 - d. **“TSR”** means the compound annual total stockholder return of the Company (or of a company in the S&P 500 Index, as applicable), as measured by the change in the price of a Share (or the publicly traded securities of a company in the S&P 500 Index, as applicable) over the Performance Period (positive or negative), calculated based on the Average Market Value on the first day of the Performance Period as the beginning share price, and the Average Market Value on the last day of the Performance Period as the ending share price, and assuming dividends (if any) are reinvested based on the price of a Share (or the publicly traded securities of a company in the S&P 500 Index, as applicable) in accordance with the “gross” or “total” return methodology as defined by S&P Dow Jones.
2. Performance Periods. There shall be four performance periods (each, a **“Performance Period”**) as follows: March 2 immediately preceding the Vesting Base Date (the **“Performance Period Commencement Date”**) through March 1 of the first calendar year following the Performance Period Commencement Date (**“Performance Period 1”**), the Performance Period Commencement Date through March 1 of the second calendar year following the Performance Period Commencement Date (**“Performance Period 2”**), the Performance Period Commencement Date through the March 1 of the third calendar year following the Performance Period Commencement Date (**“Performance Period 3”**) and the Performance Period Commencement Date through March 1 of the fourth calendar year following the Performance Period Commencement Date (**“Performance Period 4”**).

3. **Achievement Factor.** As soon as administratively practicable, and in any event within 60 days, following the end of each Performance Period, the Administrator shall determine the Relative TSR for such Performance Period and calculate the Achievement Factor (such date of determination, the “**Determination Date**”). For the purposes hereof, “**Achievement Factor**” shall mean that factor determined under the applicable table below.

Relative TSR Performance Periods 1, 2 and 3	Achievement Factor
Below the 25 th percentile of the S&P 500	0
At the 25 th percentile of the S&P 500	0.50
At or above the 50 th percentile of the S&P 500	1
Relative TSR Performance Period 4	Achievement Factor
Below the 25 th percentile of the S&P 500	0
At the 25 th percentile of the S&P 500	Prior Achievement Sum greater than or equal to 1.5 = 0.5. Prior Achievement Sum less than 1.5 = 2 less the Prior Achievement Sum.
At the 50 th percentile of the S&P 500	4 less the Prior Achievement Sum.
At or above the 75 th percentile of the S&P 500	Absolute TSR Negative = 4 less the Prior Achievement Sum. Absolute TSR Neutral or Positive = 8 less the Prior Achievement Sum.

If the Relative TSR achieved during the applicable Performance Period is between two of the levels set forth in the tables above, the Achievement Factor shall be determined using linear interpolation. For the avoidance of doubt, the Shares issuable in respect of the PSUs shall in no event exceed two times the number of PSUs shown in the Notice of Grant, and in the event the Relative TSR for the Performance Period is less than the 25th percentile, the Achievement Factor shall be 0 (i.e., no linear interpolation between the two lowest Relative TSR achievement levels set forth in the tables above). If our absolute TSR is negative for Performance Period 4, then the maximum number of Shares issuable in respect of the PSUs is 100% of the number of PSUs shown in the Notice of Grant.

EXHIBIT B
TO AVAGO TECHNOLOGIES LIMITED
2009 EQUITY INCENTIVE AWARD PLAN
PERFORMANCE STOCK UNIT AWARD AGREEMENT

This Exhibit B includes (i) additional terms and conditions applicable to all Participants providing services to the Company or a Subsidiary outside the United States, and (ii) additional terms applicable to Participants providing services to the Company or a Subsidiary in the countries identified below. These terms and conditions are in addition to those set forth in the Agreement and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail. Any capitalized term used in this Exhibit B without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

For your convenience and information, we have provided certain general information regarding some of the tax and/or exchange control requirements that may apply to participants in certain of the countries identified in Section II below. Such information is current only as of November 2018 (except as otherwise indicated below), and the Company undertakes no obligation to update any such information and does not ensure that it is complete or correct. This information may not apply to your individual situation, and may not be current as of any particular date in the future. The absence of any information on tax or foreign exchange requirements for any particular country should not be regarded as an indication that no such requirements may apply in that country. The laws, rules and regulations of any country regarding the holding of securities may be subject to frequent change.

You are advised to seek appropriate professional advice as to how the relevant exchange control and tax laws in your country may apply to your individual situation.

I. GLOBAL PROVISIONS APPLICABLE TO PARTICIPANTS IN ALL COUNTRIES OTHER THAN THE UNITED STATES

1. General Acknowledgements and Agreements: You further acknowledge and agree that:

(a) No Guarantee of Continued Service. THE VESTING OF THE PERFORMANCE STOCK UNITS PURSUANT TO THE VESTING SCHEDULE WILL OCCUR ONLY IF YOU CONTINUE AS A DIRECTOR, CONSULTANT OR EMPLOYEE (AS APPLICABLE) TO THE COMPANY OR A SUBSIDIARY THROUGH THE APPLICABLE VESTING DATE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A DIRECTOR, CONSULTANT OR EMPLOYEE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH YOUR RIGHT OR THE RIGHT OF THE COMPANY OR ANY SUBSIDIARY TO EFFECT A TERMINATION OF SERVICES AT ANY TIME, WITH OR WITHOUT CAUSE, NOR SHALL IT BE CONSTRUED TO AMEND OR MODIFY THE TERMS OF ANY CONSULTANCY, DIRECTORSHIP, EMPLOYMENT OR OTHER SERVICE AGREEMENT BETWEEN YOU AND THE COMPANY OR ANY SUBSIDIARY.

(b) The Plan is discretionary in nature and that, subject to the terms of the Plan, the Company can amend, cancel or terminate the Plan at any time.

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- (c) The grant of the PSUs under the Plan is voluntary and occasional and does not give you any contractual or other right to receive PSUs or benefits in lieu of PSUs in the future, even if you have received PSUs repeatedly in the past.
- (d) All determinations with respect to any future awards, including, but not limited to, the times when awards under the Plan shall be granted and the terms thereof, including the time or times when any PSUs may vest, will be at the sole discretion of the Company.
- (e) Your participation in the Plan is voluntary.
- (f) The value of the PSUs is an extraordinary item of compensation that is outside of the scope of your directorship, consultancy or employment contract or relationship.
- (g) The PSUs are not part of normal or expected compensation or salary for any purpose, including, without limitation, calculating severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or similar payments.
- (h) The PSUs shall expire, terminate and be forfeited upon your Termination of Services for any reason, except as otherwise explicitly provided in this Agreement and/or the Plan.
- (i) The future value of the Shares that may be issued upon vesting of the PSUs is unknown and cannot be predicted with any certainty.
- (j) If you are not an employee of the Company as of the grant date shown on the Notice of Grant, the grant of the PSUs shall in no event be understood or interpreted to mean that the Company is your employer or that you have an employment relationship with the Company.
- (k) No claim or entitlement to compensation or damages arises from the expiration, termination or forfeiture of the PSUs or any portion thereof. You irrevocably release the Company, its parent(s) and subsidiaries from any such claim. Such a claim will not constitute an element of damages in the event of a Termination of Services for any reason, even if the termination is in violation of an obligation of the Company or any Subsidiary, to you.
- (l) Neither the Company nor any Subsidiary has provided you, and nor will they provide you, with any specific tax, legal or financial advice with respect to the PSUs, the Shares issuable upon vesting of PSUs, this Agreement or the Plan. Neither the Company nor any Subsidiary is making nor have they made any recommendations relating to your participation in the Plan, the receipt of the PSUs or the acquisition or sale of Shares upon vesting of PSUs.
- (m) You shall bear any and all risk associated with the exchange of currency and the fluctuation of currency exchange rates in connection with this Award, including without limitation in connection with the sale of any Shares issued upon vesting of the PSUs (“Currency Exchange Risk”), and you hereby waive and release the Company and its Subsidiaries from any claims arising out of Currency Exchange Risk.
- (n) You agree that it is your responsibility to comply, and you shall comply, with any and all exchange control requirements applicable to the PSUs and the sale of Shares issued upon vesting of the PSUs and any resulting funds including, without limitation, reporting or repatriation requirements.

(o) Neither the Company nor any Subsidiary is responsible for your legal compliance requirements relating to the PSUs or the ownership and possible sale of any Shares issued upon vesting of the PSUs, including, but not limited to, tax reporting, the exchange of U.S. dollars into or from your local currency, the transfer of funds to or from the United States, and the opening and use of a U.S. brokerage account.

(p) If this Agreement, the Plan, any website or any other document related to the PSUs is translated into a language other than English, and if the translated version is different from the English version, the English language version will take precedence. You confirm having read and understood the documents relating to the Plan and the PSUs, including, without limitation, this Agreement, which were provided to you in English, and waive any requirement for the Company to provide these documents in any other language.

(q) Your right to vest in the PSUs will terminate effective as of the date that is the earlier of (1) the effective date of the your Termination of Services (whether or not in breach of local labor laws), or (2) the date you are no longer actively providing service, regardless of any notice period or period of pay in lieu of such notice required under applicable laws (including, but not limited to statutory law, regulatory law and/or common law); the Company shall have the exclusive discretion to determine when the you are no longer actively providing service for purposes of the PSUs.

(r) To the extent you are providing services in a country identified in Section II of this Exhibit B, you understand and agree that the provisions for such country apply and are incorporated into the Agreement.

2. Consent to Personal Data Processing and Transfer. The entities listed in **Annex 1** (the “Broadcom Entities”) may hold, and by accepting the PSUs you consent to their holding, your personal information, including your name, home address, telephone number, date of birth, social security number or other employee tax identification number, national identification number, passport number, employment history and status, salary, nationality, job title, and information about any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in your favor (the “Data”).

The Broadcom Entities use the Data for the purpose of implementing, managing and administering the Plan and employee compensation and for compliance and financial reporting purposes (the “**Purpose**”).

The Broadcom Entities may transfer, and by accepting the PSUs you consent to any such transfer of, the Data to other Broadcom Entities, to entities listed in **Annex 2** or to other entities to assist the Broadcom Entities in the Purpose. The Broadcom Entities may also make the Data available to public authorities where required by law or regulation. The third parties and public authorities may be located in the United States, the European Economic Area, or elsewhere, including in territories where data protection laws may not be as protective as in your jurisdiction of residence.

You may, at any time, review the Data, require any necessary amendments to it or withdraw the consents given herein in writing by contacting the Company through your local H.R. Director. If you withdraw your consent, you must do so by writing to the Company’s Stock Administration Department, 1320 Ridder Park Drive, San Jose, CA 95131, U.S.A., or sending an email to stockadmin.pdl@broadcom.com. If you withdraw your consent, the Company will not be able to administer this award. Accordingly, if you withdraw your consent, this Award will be cancelled when your withdrawal is received.

I agree that the Broadcom Entities and third parties may process my Data as described above, including transfer to and use in countries in which data protection laws may not be as protective as in my jurisdiction of residence.

II. COUNTRY SPECIFIC PROVISIONS APPLICABLE TO PARTICIPANTS WHO PROVIDE SERVICES IN THE IDENTIFIED COUNTRIES

ARGENTINA

Securities Notification.

Neither the PSUs nor the underlying Shares are publicly offered or listed on any stock exchange in Argentina. The offer of PSUs is private and is not subject to the supervision of any Argentine governmental authority.

Exchange Control Reporting.

The Argentine Central Bank maintains an investment registry to, among other things, monitor investments of Argentine residents maintained abroad. The investment registry established by Communication “A” 4305 requires that a report be filed if the value of the holdings abroad, including equity and real estate, is equal to or greater than US\$1,000,000.

AUSTRALIA

Definitions.

For the purposes of this section:

“**ASIC**” means the Australian Securities & Investments Commission;

“**Australian Offerees**” means all persons to whom an offer or invitation of Performance Stock Units are made in Australia under the Plan;

“**Corporations Act**” means the Corporations Act 2001 (Cth);

“**Exchange**” means the NASDAQ Global Select Market or any other exchange on which the Shares are traded or quoted; and

“**Related Body Corporate**” has the meaning given in section 50 of the Corporations Act.

General Advice Only.

Any advice given by the Company or a Related Body Corporate of the Company in relation to the PSUs offered under the Plan does not take into account an Australian Offeree’s objectives, financial situation and needs. Australian Offerees should consider obtaining their own financial product advice from an independent person who is licensed by ASIC to give such advice.

Acquisition Price.

No acquisition price is payable by you for the Company to grant you the number of PSUs set forth in the Notice of Grant.

Risks of Acquiring Shares.

The paragraph below provides general information about the risks of acquiring and holding Shares. Before acquiring PSUs, you should satisfy yourself that you have a sufficient understanding of these matters and should consider whether Shares are a suitable investment for you, considering your own investment objectives, financial circumstances and taxation position.

Factors that could affect the market price of the Shares include any risks associated with any loss of the Company's significant customers and fluctuations in the timing and volume of significant customer demand; the Company's dependence on contract manufacturers and outsourced supply chain; the Company's dependency on a limited number of suppliers; any acquisitions the Company may make, such as delays, challenges and expenses associated with receiving governmental and regulatory approvals and satisfying other closing conditions, and with integrating acquired companies with the Company's existing businesses and the Company's ability to achieve the benefits, growth prospects and synergies expected from such acquisitions; the Company's ability to accurately estimate customers' demand and adjust its manufacturing and supply chain accordingly; the Company's significant indebtedness, including the need to generate sufficient cash flows to service and repay such debt; increased dependence on a small number of markets and the rate of growth in these markets; dependence on and risks associated with distributors of the Company's products; dependence on senior management; quarterly and annual fluctuations in operating results; global economic conditions and concerns; cyclicity in the semiconductor industry or in the Company's target markets; the Company's competitive performance and ability to continue achieving design wins with its customers, as well as the timing of those design wins; prolonged disruptions of the Company's or its contract manufacturers' manufacturing facilities or other significant operations; the Company's ability to improve its manufacturing efficiency and quality; the Company's dependence on outsourced service providers for certain key business services and their ability to execute to the Company's requirements; the Company's ability to maintain or improve gross margin; the Company's overall cash tax costs, legislation that may impact the Company's effective tax rate and the Company's ability to maintain tax concessions in certain jurisdictions; the Company's ability to protect its intellectual property and the unpredictability of any associated litigation expenses; any expenses or reputational damage associated with resolving customer product and warranty and indemnification claims; the Company's ability to sell to new types of customers and to keep pace with technological advances; market acceptance of the end products into which the Company's products are designed; and other events and trends on a national, regional and global scale, including those of a political, economic, business, competitive and regulatory nature.

The foregoing information is as of March 15, 2018. For more information about these and other risks related to an investment in the Company's Shares, please see the Annual Report on Form 10-K for the fiscal year ended October 29, 2017, filed by Broadcom Limited, a company organized under the laws of Singapore ("**Broadcom-Singapore**"), and subsequent Quarterly Reports on Form 10-Q filed by Broadcom-Singapore or the Company with the U.S. Securities and Exchange Commission, available at www.sec.gov or <http://investors.broadcom.com/phoenix.zhtml?c=203541&p=irol-sec>. Subsequently filed Forms 10-K and 10-Q may have more recent information.

In addition, there is no assurance that we will continue to pay dividends or that such payments will remain constant or increase. Payment of future dividends, if any, and the timing and amount of any dividends we determine to pay, are at the discretion of our Board of Directors.

Market Price in Australian Dollars.

An Australian Offeree could, from time to time, ascertain the market price of Shares by obtaining that price from the Exchange website, the Company website or The Wall Street Journal, and multiplying that price by a published exchange rate to convert U.S. Dollars into Australian Dollars.

AUSTRIA

Exchange Control Information.

If you hold Shares acquired pursuant to PSUs outside of Austria, you must submit a report to the Austrian National Bank. An exemption applies if the value of the Shares as of the end of any given calendar year does not exceed €5,000,000. If this threshold is exceeded, yearly reporting obligations are imposed. If the value of the shares as of the end of any given calendar year exceeds €30,000,000 quarterly reporting obligations are imposed. Such amounts are the amounts in effect as of November 2018 and may change in the future. The annual reporting date is December 31 and the deadline for filing the annual report is January 31 of the following year. The quarterly reporting date is the last day of the calendar quarter and the deadline for filing the quarterly report is on the fifteenth day of the following calendar month. These rules also apply for the acquisition and selling of shares.

If the value of all your accounts abroad exceeds €10,000,000 or euro equivalent, the movements and balances of all accounts must be reported as of the last day of each month, on or before the fifteenth day of the following month, on the prescribed form (Meldungen SI-Forderungen und/oder SI-Verpflichtungen).

Consumer Protection Information.

If the provisions of the Austrian Consumer Protection Act are considered to be applicable to the Agreement and the Plan, you may be entitled to revoke your acceptance of the Agreement under the conditions listed below:

- (i) If you accept the PSUs outside the business premises of the Company or its relevant Subsidiary, you may be entitled to revoke your acceptance of the Agreement, provided the revocation is made within one week after you accept the Agreement.
- (ii) The revocation must be in written form to be valid. It is sufficient if you return the Agreement to the Company or the Company's representative with language which can be understood as your refusal to conclude or honor the Agreement, provided the revocation is sent within the period set forth above.

BELARUS

No country-specific provisions.

BELGIUM

Tax Information.

Sales of Shares you acquire hereunder will generally be subject to a transaction tax (at the rate of 0.27%, up to a cap) upon your sale of the Shares, which you will be responsible for reporting and paying. If you sell through a Belgian bank or broker, that bank or broker may facilitate reporting and payment of this tax on your behalf. Alternatively, if you sell through another bank or broker, you should report and pay the tax directly. Consult your tax advisor or the website of the General Administration of Taxation for more information.

Foreign Asset/Account Reporting Information.

You are required to report any taxable income attributable to PSUs and Shares on your annual tax return. In addition, you are required to report any bank accounts opened and maintained outside Belgium on your annual tax return. In a separate report, you may be required to provide the National Bank of Belgium with certain details regarding such foreign accounts (including the account number, bank name and country in which any such account was opened). You should consult with your personal tax advisor to determine your personal reporting obligations.

BULGARIA

No country-specific provisions.

CANADA

French Language Provisions.

The following provisions will apply if you are a resident of Quebec: The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

*Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention (“**Agreement**”), ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à la présente convention.*

Award Payable Only in Shares.

The grant of the PSUs does not give you any right to receive a cash payment, and the PSUs are payable in Shares only.

CHILE

Securities Notification.

Neither the Company, the Plan nor the Shares offered under the Plan have been registered in the *Registro de Valores* (Securities Registry) or in the *Registro de Valores Extranjeros* (Foreign Securities Registry) maintained by the Chilean Commission for the Financial Market (“CMF”) and they are not subject to the control of the CMF. The offering is ruled by number 2 of *Norma de Carácter General* 345 issued by the CMF (“*General Regulation* 345”). As the Shares are not registered, the Company has no obligation under Chilean law to deliver public information regarding the Shares in Chile. The Shares cannot be publicly offered in Chile unless they are registered in the corresponding securities registry of the CMF or they comply with General Regulation 345 of the CMF. The commencement date of the offer is the Grant Date indicated in the beginning of this Agreement.

La Compañía y las acciones de la Empresa (las “Acciones”) no han sido registradas en el Registro de Valores o en el Registro de Valores Extranjeros que lleva la Comisión para el Mercado Financiero de Chile (“CMF”). Esta oferta se acoge al numeral 2 de la Norma de Carácter General 345 de la CMF. Por tratarse de valores no inscritos, la Compañía no tiene obligación bajo la ley chilena de entregar en Chile información pública acerca de las Acciones. Las Acciones no pueden ser ofrecidas públicamente en Chile en tanto éstas no se inscriban en el Registro de Valores de la CMF correspondiente o cumplan las condiciones establecidas en la Norma de Carácter General 345 de la CMF. La fecha de inicio de la presente oferta es la indicada en la portada de este documento como “the Grant Date”.

Foreign Asset Reporting.

If you are domiciled or residing in Chile, you must report to the Central Bank of Chile that, under the Agreement, you have acquired shares abroad but only if they are worth more than US\$10,000 or its equivalent in other foreign currency.

If you have off-shore investments, including shares acquired from the Plan, exceeding USD 5,000,000, you must file Annexes 3.1 and 3.2 of Chapter XII of the Manual (also available at www.bcentral.cl) with the Central Bank of Chile within the 45-day period following the end of March, June and September of each year and within a 60-day period after December 31 of each year. It is your responsibility to make this filing and failure complete such filings on time may result in the imposition of fines.

If you are domiciled in Chile, any payment or remittance of foreign currency into Chile (e.g. proceeds from the sale of Shares, payment of dividends) arising from foreign investments maintained abroad must be carried out through a Formal Exchange Market Entity (“EMCF”: banks and other authorized entities). You must report the details of any such remittance to the commercial bank involved (or other EMCF).

Tax Reporting and Registration Information.

If you wish to receive credit in Chile for any tax paid abroad on any dividends received pursuant to the Shares, you must register Shares you receive upon vesting of the PSUs with the Registry of Foreign Investments (*Registro de Inversiones en el Extranjero*) kept by the Chilean Internal Revenue Services (the “CIRS”). You should consult with your personal legal and tax advisor about the tax consequences derived from this Plan, about how to register the Shares with the CIRS and about the obligation to file any tax affidavits that may be required from time to time by the CIRS in connection with your participation in the Plan, your investment in Shares, their disposition or any dividends received in connection therewith.

CHINA

Tax Withholding.

You agree that the Company, in its sole discretion, may satisfy any withholding obligations in respect of the PSUs by (i) withholding Shares otherwise issuable to you upon vesting of the PSUs, (ii) instructing a broker on your behalf to sell Shares issuable to you upon vesting of the PSUs and submit proceeds of such sale to the Company or (iii) using any other method permitted by Section 2.6 of the Agreement or the Plan.

Settlement of PSUs and Sale of Shares.

The following provisions supplement Section 2.6(b) of the Agreement.

Sale of Shares May be Required.

The Company may, in its sole discretion, require you to sell at, or any time following, vesting, the Shares you receive when your PSUs vest. You authorize the Company or a brokerage firm designated by the Company to perform this transaction for you and agree that applicable commissions and fees due in connection with the sale may be deducted from your proceeds. You acknowledge that such Shares will be sold at prevailing market prices and waive any claim based on the timing of the sale or the price received for the Shares.

The award agreements for some restricted stock units granted to you in the past (if any), whether under the Plan or any other Company equity incentive plan (collectively, the “**Prior RSUs**”) may have required that whenever such Prior RSUs vest, all Shares issued as a result of such vesting must be sold. You agree that, with respect to the Prior RSUs (if any), the Company may require a Sell to Cover when Prior RSUs vest and allow you to hold the remaining Shares, subject to compliance with these country provisions for China. The award agreements covering your Prior RSUs (if any) will be deemed amended to the extent necessary to reflect this paragraph.

If Sale of Shares is not Required at Vest.

When your PSUs vest, if the Company does not require the immediate sale of the Shares you are entitled to receive, the Company may require that you retain those Shares in your account at a brokerage firm designated by the Company until you sell the Shares, even if you stop providing services for the Company or a Subsidiary.

Following your Termination of Services, the Company may restrict your ability to sell or transfer any Shares remaining in your account and sell those Shares at a time determined by the Company in its sole discretion. You agree not to bring any claim against the Company, any Subsidiary or the Agent based on the timing of any such sale or the price at which any such Shares are sold.

Without limiting the foregoing, all the Shares issued in respect of your PSUs or your Prior RSUs (if any) must be sold within six (6) months following your Termination of Services. The Company may, in its sole discretion, require you to sell at any time during this six (6)-month period, such Shares. Any Shares issued in respect of your PSUs or your Prior RSUs (if any) that remain in your account at a brokerage firm during the last two (2) weeks of such six (6)-month period may be automatically sold by the Agent during such two (2) week period, with the actual date of such sale determined by the Company or the Agent in its sole discretion. Neither the Company nor the Agent will guarantee the sale price for any such sale and you shall be solely responsible for fluctuations in the value of the Shares until sale. The award agreements covering your Prior RSUs (if any) will be deemed amended to the extent necessary to reflect this paragraph.

Payment of Sale Proceeds.

You understand and agree that, pursuant to exchange control requirements in China, you may be required to repatriate to China the cash proceeds from the sale of the Shares issued upon the settlement of the PSUs and that the Company may be required to effect that repatriation through a special exchange control account established by the Company or a Subsidiary. You agree that any proceeds from the sale of any Shares you acquire may be transferred to such special account prior to being delivered to you. You also understand that there may be significant delays in delivering the funds to you due to exchange control requirements in China and agree not to make any claim against the Company or any Subsidiary as a result of the amount of time it takes to deliver the funds to you.

Proceeds may be paid to you in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to you in U.S. dollars, you will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid to you in local currency, the Company is under no obligation to obtain any particular exchange conversion rate and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions.

Further Actions.

You further agree to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

COLOMBIA

Exchange Control Requirements.

By accepting this Award, you understand that you are generally required to register large international investments (generally over US\$500,000) with the Colombian Central Bank (by completing and submitting a 'Form 11'). In addition, repatriation of any sales proceeds of from the Shares may need to be affected through the foreign exchange market in order to comply with Colombian foreign exchange requirements. You are advised to consult your own advisors regarding these requirements.

CZECH REPUBLIC

No country-specific provisions.

DENMARK

Labor Law Acknowledgement.

By accepting this Award, you acknowledge that you understand and agree that the PSUs relate to future services to be performed and do not form any part of, and are not, a bonus or compensation for past services.

Stock Option Act.

With respect to Danish employees comprised (covered) by the Danish Stock Option Act, the following shall apply:

You acknowledge that you have received an employer statement in Danish setting forth the terms of your Award, a copy of which is included as Annex 3 to this Exhibit B.

In the event that (i) your employer ("**Employer**") terminates your employment for reasons other than your breach of the terms or conditions of your employment or any applicable employment agreement covering you (collectively, the "**Employment Terms**"), or (ii) you terminate the Employment Terms due to material breach on the part of the Company or Employer, you, irrespective of the termination, will be entitled to receive settlement of any granted PSUs in accordance with this Agreement and the Plan.

If you terminate your employment with Employer without the Company or Employer being in material breach of the Employment Terms, all PSUs will be forfeited and lapse without further notice or compensation.

If Employer terminates and/or summarily dismisses you due to your breach of the Employment Terms, all unvested PSUs will be forfeited and lapse without further notice or compensation at the effective date of termination.

In the event of your death, the PSUs will lapse without further notice and compensation as at the time of death. The estate and/or the beneficiaries are subject to the terms governing the PSUs and the related Shares, including this Agreement and the Plan.

Upon retirement due to old age (“folkepension”) or separate agreement in this respect and in the event of disability, you, irrespective of the termination of employment, will be entitled to settlement of unvested PSUs in accordance with the terms of this Agreement and the Plan.

The Performance Stock Units are not to be included in the calculation of holiday allowance, severance pay, statutory allowance and compensation, pension and similar payments.

For the avoidance of doubt, under this heading, the term “**Stock Option Act**” shall only apply to employees who by virtue of applicable choice of law rules fall within Danish employment law regulations and the scope of the Danish Stock Option Act.

Foreign Bank Account Reporting.

If you establish an account holding Shares or an account holding cash outside of Denmark, you must report the account to the Danish Tax Administration, the form for which can be obtained from a local bank. (Please note that these obligations are separate from and in addition to the obligations described below.)

Exchange Control and Tax Reporting Notification.

To the extent permitted by the Company, you may hold Shares acquired under the Plan in a safety-deposit account (e.g., brokerage account) with either a Danish bank or with an approved foreign broker or bank. If the Shares are held with a non-Danish broker or bank, you are required to inform the Danish Tax Administration about the safety-deposit account. For this purpose, a Danish Plan participant must file a Declaration V (Erklæring V) with the Danish Tax Administration. Both you and the bank/broker must sign the Declaration V. By signing the Declaration V, the bank/broker undertakes an obligation, without further request from you, not later than February 1 of each year, to forward certain information to the Danish Tax Administration concerning the content of the account. In the event that the applicable broker or bank with which the account is held does not wish to, or pursuant to the laws of the country in question, is not allowed to assume such obligations to report, you will be solely responsible for providing certain details regarding the foreign account and any shares acquired and held in such account to the Danish Tax Administration as part of your annual income tax return. By signing the Declaration V, you at the same time authorize the Danish Tax Administration to examine the account. A sample of the Declaration V can be found at: www.skat.dk/getFile.aspx?Id=47392.

In addition, when you open a deposit account or brokerage account for the purpose of holding cash outside of Denmark, the account will be treated as a deposit account because cash may be held in the account. Therefore, you must also file a Declaration K (Erklæring K) with the Danish Tax Administration. Both you and the bank/broker must sign the Declaration K. By signing the Declaration K, the bank/broker undertakes an obligation, without further request from you, not later than February 1 of each year, to forward certain information to the Danish Tax Administration concerning the content of the account. In the event that the applicable financial institution with which the account is held does not wish to, or pursuant to the laws of the country in question, is not allowed to assume such obligations to report, you will be solely responsible for providing certain details regarding the foreign account and any shares acquired and held in such account to the Danish Tax Administration as part of your annual income tax return. By signing the Declaration K, you at the same time authorize the Danish Tax Administration to examine the account. A sample of the Declaration K can be found at: www.skat.dk/getFile.aspx?Id=42409&newwindow=true.

Definitions.

The definition of “Termination of Services” shall be replaced in its entirety by the following definition:

“**Termination of Services**” shall mean Participant’s Termination of Employment.

The definition of “Termination of Employment” shall be replaced in its entirety by the following definition:

“**Termination of Employment**” shall mean the time when the employee-employer relationship between Participant and the Company or any Subsidiary is terminated for any reason, including, but not by way of limitation, a termination by resignation, discharge, death, disability or retirement; but excluding terminations where there is a simultaneous reemployment or continuing employment of Participant by the Company or any Subsidiary. The Administrator, in its absolute discretion, shall determine the effect of all matters and questions relating to Termination of Employment, including, but not by way of limitation, the question of whether a particular leave of absence constitutes a Termination of Employment.

Notice to Participants.

These country provisions for France amend the terms of the Agreement for Participants based in France. Only employees of the Company or a Subsidiary are eligible to be granted PSUs or be issued Shares under the Agreement. Other service providers (including Consultants and Non-Employee Directors) who are not employees are not eligible to receive PSUs under the Agreement in France. Accordingly, all references in the Agreement to the Participant’s service or termination of service shall be interpreted as references to the Participant’s employment or Termination of Employment.

The PSUs are intended to qualify for the tax treatment provided for under the French Finance bill for 2017 (article 61 of the French Finance law n° 2016-1917 dated 29 December).

Terms and Conditions.

Sale Restrictions.

Any Shares delivered to you upon vesting of PSUs before the second anniversary of the Grant Date may not be sold until after the second anniversary of the Grant Date. The Company may enforce this restriction.

Any Shares you receive upon vesting of PSUs may not be sold during the following “closed periods” under French law and the Company may enforce this restriction:

- During the 10 trading days before and 3 trading days following the publication of the Company’s annual financial statements, and

- During the period beginning when the Company’s board of directors become aware of any information, which, were it to be public knowledge, could have a significant impact on the market price of Shares, and ending 10 trading days after the information becomes public knowledge.

Treatment upon Death or Disability.

Notwithstanding any contrary provision in the Agreement, if your Termination of Services occurs as a result of your death, any outstanding PSUs shall vest immediately. The Shares issued upon such vesting shall not be subject to the restrictions on sale described under “Sale Restrictions” above.

If your Termination of Services occurs as a result of your disability as per the definition given by second (2nd) or third (3rd) category of article L. 341-4 of the French Social Security Code, then any Shares previously issued upon vesting of the PSUs shall not be subject to the restrictions on sale described under “Sale Restrictions” above.

Special Tax Consequences.

You agree to indemnify the Company, any Subsidiary and your employing company, if different, from and against any liability for or obligation to pay any Tax Liability (a “**Tax Liability**” being any liability for income tax, withholding tax and any other employment related taxes or social insurance or social security contributions in any jurisdiction) that is attributable to the loss of the tax qualification described above that occurs as a result of your action.

FINLAND

No country-specific provisions.

GERMANY

Tax Indemnity.

You agree to indemnify the Company, any Subsidiary and your employing company, if different, from and against any liability for or obligation to pay any Tax Liability (a “**Tax Liability**” being any liability for income tax, withholding tax and any other employment related taxes in any jurisdiction, including but not limited to wage tax, solidarity surcharge, church tax or social security contributions) that is attributable to (1) the grant or vesting of, or any benefit you derive from, the PSUs, (2) your acquisition of Shares on settlement of the PSUs, or (3) the disposal of any Shares.

Exchange Control Information.

Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If you use a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of Shares acquired under the Plan, the bank will make the report for you. In addition, you must report any receivables, payables, or debts in foreign currency exceeding an amount of €5,000,000 on a monthly basis. Finally, you must report on an annual basis if you hold Shares that exceed 10% of the total voting capital of the Company.

GREECE

No country-specific provisions.

HONG KONG

Securities Notification.

Warning: The PSUs and Shares issued at settlement do not constitute a public offering of securities under Hong Kong law and are available only to Employees, Consultants and Non-Employee Directors of the Company, its parent, Subsidiaries or affiliates. The Agreement, including this Exhibit B, the Plan and other incidental award documentation have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong, nor has the award documentation been reviewed by any regulatory authority in Hong Kong. The PSUs are intended only for the personal use of the recipient Participant and may not be distributed to any other person. If you are in any doubt about any of the contents of the Agreement, including this Exhibit B, or the Plan, you should obtain independent professional advice.

Sale of Shares.

In the event the PSUs vest and are settled within six months of the Grant Date, you agree that you will not dispose of any Shares acquired prior to the six-month anniversary of the Grant Date.

Nature of Scheme.

The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

Award Payable Only in Shares.

The grant of PSUs does not give you any right to receive a cash payment, and the PSUs are payable in Shares only.

INDIA

Foreign Assets Reporting Information.

You must declare foreign bank accounts and any foreign financial assets (including Shares subject to the PSUs held outside India) in your annual tax return. It is your responsibility to comply with this reporting obligation and you should consult with your personal tax advisor in this regard. Indian residents should consult with their personal tax advisor to determine their personal reporting obligations.

Exchange Control Information.

You must repatriate any proceeds from the sale of Shares acquired under the Plan or the receipt of any dividends to India within 90 days of receipt and convert such amounts to local currency within 180 days of receipt. You must obtain a foreign inward remittance certificate (“**FIRC**”) from the bank where you deposit the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or your employer requests proof of repatriation.

IRELAND

Director Reporting Obligation.

If you are a director, shadow director or secretary of a parent or subsidiary in Ireland, you must notify the Irish parent or subsidiary in writing within five business days of receiving or disposing of an interest in the Company (e.g., Performance Stock Units, Shares), or within five business days of becoming aware of the event giving rise to the notification requirement or within five days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of your spouse or children under the age of 18 (whose interests will be attributed to the you if you are a director, shadow director or secretary).

ISRAEL

Award Payable Only in Shares.

The grant of the PSUs does not give you any right to receive a cash payment, and the PSUs are payable in Shares only.

Definitions.

The following definitions supplement the definitions set forth in the Agreement:

A. “Holding Period” shall mean the holding period required with respect to Capital Gain Awards, which is currently 24 months from the date of grant.

B. “Plan” shall mean the Avago Technologies Limited 2009 Equity Incentive Award Plan, as amended and restated from time to time, and the Addendum for Participants in Israel.

All capitalized terms that are not defined in these country provisions for Participants in Israel shall have the meaning assigned to them in the Plan (as defined above) or the Agreement.

Capital Gain Award.

The Award is intended to be a Capital Gain Award (as defined in the Plan). In the event of any inconsistencies between the provisions of these country provisions for Participants in Israel and the Agreement, the provisions of these country provisions for Participants in Israel shall govern the Award and any related Shares.

By accepting the Agreement, you: (a) acknowledge receipt of and represent that you have read and are familiar with the Agreement, the Plan and these country provisions for Participants in Israel; (b) accept the Award subject to all of the terms and conditions of the Agreement and the Plan (including these country provisions for Participants in Israel); (c) agree that the Award will be issued to and deposited with the Trustee (as defined in the Plan) and shall be held in trust for your benefit as required by law and any approval by the Israel Tax Authority (“ITA”) pursuant to the terms of the Ordinance and the Plan; and (d) accept the provisions of the trust agreement signed between the Company and the Trustee. Furthermore,

by accepting the Agreement, you confirm that you are familiar with the terms and provisions of Section 102, and agree that you will not require the Trustee to release the Awards or Shares to you, including any rights issued to you as a consequence of holding such Awards or Shares, or to sell the Awards or Shares to a third party during the Holding Period, unless permitted to do so by applicable law.

You are advised to consult with your personal tax advisor with respect to the tax consequences of receiving the PSUs and the issuance of Shares in settlement of vested PSUs.

Limited Transferability.

These provisions supplement Section 3.3 of the Agreement:

As long as your Award or any issued Shares are held by the Trustee on your behalf, all of your rights over the Award or the Shares are personal and cannot be transferred, assigned, pledged or mortgaged, other than by will or the laws of descent and distribution.

With respect to a Capital Gain Award, subject to the provisions of the Plan, Section 102 and any rules or regulations or orders or procedures promulgated thereunder, to obtain favorable tax treatment for Capital Gain Awards, you may not sell or release from trust any Shares received upon vesting of the Award and/or any Shares received subsequently following any realization of rights, including without limitation, bonus Shares, until the lapse of the Holding Period. Notwithstanding the above, if any such sale or release occurs during the Holding Period, the sanctions under Section 102 and under any rules or regulation or orders or procedures promulgated thereunder will apply to and will be borne by you.

Issuance of Shares.

This provision supplements Section 2.6(a) of the Agreement:

If the Shares are to be issued during the Holding Period, the Shares shall be allocated in the name, or under the supervision, of the Trustee and held in trust on your behalf by the Trustee. In the event that the Shares are to be issued after the expiration of the Holding Period, you may elect to have the Shares issued directly to you, provided that you first provide for any taxes required to be withheld in connection with a transfer of the Award or the Shares to the Trustee's and Company's satisfaction, or in trust on your behalf to the Trustee.

This provision supplements Section 2.6(b) of the Agreement:

You hereby agree to indemnify the Company (and any parent or Subsidiary) and/or the Trustee and hold them harmless against and from any and all liability for any withholding taxes required to be withheld relating to the Award and any Shares issued under the Award and other amounts, or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such amounts from any payment made to you. Any reference to the Company or the Subsidiary employing you shall include a reference to the Trustee. You hereby undertake to release the Trustee from any liability in respect of any action or decisions duly taken and *bona fide* executed in relation to the Plan or any PSUs or Shares granted thereunder. You agree to execute any and all documents which the Company or the Trustee may reasonably determine to be necessary in order to comply with the Ordinance.

You shall not be liable for the employer's components of payments to the national insurance institute, unless and to the extent that such payments by the employer are a result of your election to sell the Shares before the end of the Holding Period (if allowed by applicable law). Furthermore, you agree to indemnify the Company, your employer and/or the Trustee and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to you for which you are responsible.

Notwithstanding anything to the contrary in the Agreement, no Israeli tax withholding obligation will be settled by withholding Shares, unless permitted under Section 102 or the ITA approves doing so in writing.

Securities Laws.

The Company offers PSUs to employees in Israel pursuant to an exemption under Section 15D of the Securities Law, 5728-1968. The Company common stock underlying PSUs is registered under the U.S. securities laws pursuant to a registration statement on Form S-8 that you can find in the SEC filings section of the Investor Center section on www.broadcom.com.

Governing Law.

This section supplements Section 3.6 of the Agreement:

To the extent any covenant, condition, or other provision of the Agreement and the rights of the Participant hereunder are determined to be subject to Israeli law, such covenant, condition, or other provision of the Agreement shall be subject to applicable Israeli law, but shall in no way affect, impair or invalidate any other provision of the Agreement, and the applicability of the Plan to such covenant, condition, or other provision of the Agreement.

ITALY

Authorization to Release and Transfer Necessary Personal Information.

The following supplements Section 2 of Part I of this Exhibit B.

You understand that Data will be held only as long as is required by law or as necessary to implement, administer and manage your participation in the Plan and employee compensation or for compliance or financial reporting purposes. You understand that pursuant to art.7 of D.lgs 196/2003, you have rights, including but not limited to, the right to access, delete, update, request the rectification of your Data and cease the Data processing and to object, in whole or in part, on legitimate grounds, to the processing of your Data, even though they are relevant to the purpose of collection. Furthermore, you are aware that your Data will not be used for direct marketing purposes. In addition, the Data provided can be reviewed and questions or complaints can be addressed by contacting a local HR representative. If you request that the Company cease processing your personal data, you must do so by writing to the Company's Stock Administration Department, 1320 Ridder Park Drive, San Jose, CA 95131, U.S.A., or sending an email to stockadmin.pdl@broadcom.com. If you request that the Company cease processing your Data, the Company will not be able to administer this award. Accordingly, if you request that the Company cease processing your Data, this Award will be cancelled when your withdrawal is received.

Furthermore, having read and understood the information given on the processing of the Data and being acquainted of the rights set forth in art. 7 of D.lgs. 196/2003, you expressly and specifically consent according to art. 23 of D.lgs. 196/2003, to the processing of any Data as reported in the Plan and the Agreement, including the clauses “Consent to Personal Data Processing and Transfer” in Section 2 of Part I of this Exhibit B and “Authorization to Release and Transfer Necessary Personal Information” and further expressly and specifically consent, according to art. 43 and art. 44 of D.lgs. 196/2003 to the transfer of the Data, even sensitive data, in foreign Countries outside the European Union.

Exchange Control Information.

You are required to report in your annual tax return: (a) any transfers of cash or Shares to or from Italy exceeding €10,000 or the equivalent amount in U.S. dollars; and (b) any foreign investments or investments (including proceeds from the sale of Shares acquired under the Plan) held outside of Italy exceeding €10,000 or the equivalent amount in U.S. dollars, if the investment may give rise to income in Italy. You are exempt from the formalities in clause (a) if the investments are made through an authorized broker resident in Italy, as the broker will comply with the reporting obligation on your behalf.

JAPAN

Foreign Asset/Account Reporting Information.

If you acquire Shares valued at more than ¥100,000,000 in a single transaction, you must file a Report on Acquisition or Disposal of Securities (*shoken no shutoku mataha joto ni kansuru hokokusho*) with the Ministry of Finance through the Bank of Japan within 20 days of the acquisition of the Shares. In addition, Japanese residents are required to file a Report on Overseas Assets (*kokugai zaisan chosho*) in respect of any assets (including Shares) held outside Japan as of December 31, to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such Report must be filed with the competent tax office on or before March 15 each year. Japanese residents are responsible for complying with this reporting obligation and should confer with their personal tax advisor in this regard.

LUXEMBOURG

No country-specific provisions.

MALAYSIA

Malaysian Insider Trading Notification.

You should be aware of the Malaysian insider-trading rules, which may impact your acquisition or disposal of Shares or rights to Shares under the Plan. Under the Malaysian insider-trading rules, you are prohibited from acquiring or selling Shares or rights to Shares (e.g., an Award under the Plan) when you are in possession of information which is not generally available and which you know or should know will have a material effect on the price of Shares once such information is generally available.

Director Notification Obligation.

If you are a director of a Malaysian Subsidiary or affiliate of the Company, you are subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the relevant Malaysian Subsidiary or affiliate in writing when you receive or dispose of an interest (e.g., an Award under the Plan or Shares) in the Company or any related company. Such notifications must be made within 5 business days of receiving or disposing of any interest in the Company or any related company.

Data Privacy Information.

Below is a translation of Section I(2) of this Exhibit B into Bahasa Malaysian for your reference:

Kebenaran untuk memproses dan memindah data peribadi. Entiti-entiti yang dinyatakan dalam **Lampiran 1** ("Entiti-entiti Broadcom") mungkin memegang dan anda membenarkan mereka memegang, melalui penerimaan PSU, maklumat peribadi anda termasuk nama anda, alamat rumah, nombor telefon, tarikh lahir, nombor sekuriti sosial atau nombor pengenalan cukai pekerja, nombor pengenalan nasional, nombor paspot, sejarah dan status penggajian, kewarganegaraan, jawatan pekerjaan dan maklumat berkenaan mana-mana geran pampasan ekuiti atau Saham Biasa yang diberi, dibatalkan, dibeli, diberihak, tidak diberihak atau yang tertunggak ("**Data**").

Entiti-entiti Broadcom menggunakan Data untuk tujuan melaksanakan, mengurus dan mentadbir Pelan untuk pelaporan pematuhan dan kewangan ("**Tujuan-tujuan**").

Entiti-entiti Broadcom mungkin memindah, dan anda bersetuju kepada pemindahan ini dengan penerimaan PSU, Data kepada Entiti-entiti Broadcom lain, entiti-entiti yang dinyatakan dalam **Lampiran 2** atau mana-mana entiti yang membantu Entiti-entiti Broadcom untuk Tujuan-tujuan. Entiti-entiti Broadcom juga mungkin membenarkan Data untuk diakses oleh pihak berkuasa awam di mana diperlukan oleh undang-undang atau peraturan. Pihak-pihak ketiga dan pihak berkuasa awam mungkin terletak di Amerika Syarikat, Kawasan Ekonomik Eropah atau tempat-tempat lain termasuk kawasan-kawasan di mana undang-undang perlindungan data mungkin tidak seketat yang terdapat di bidangkuasa tempat tinggal anda.

Anda boleh, pada bila-bila masa, menilai Data, meminta pemindaan yang diperlukan kepadanya atau menarik balik kebenaran anda secara bertulis dengan menghubungi Syarikat melalui Pengarah Sumber Manusia anda. Jika anda menarik balik kebenaran anda, anda mesti berbuat demikian dengan menulis kepada Company's Stock Administration Department, 1320 Ridder Park Drive, San Jose, CA 95131, U.S.A., atau menghantar emel kepada stockadmin.pdl@broadcom.com. Jika anda menarik balik kebenaran anda, Syarikat mungkin tidak dapat menguruskan pemberian ini. Sejurus dengan itu, jika anda menarik balik kebenaran anda, Pemberian ini akan dibatalkan sebaik sahaja penarikbalikkan anda diterima.

Saya membenarkan Entiti-entiti Broadcom dan pihak-pihak ketiga memproses Data saya sepertimana yang dinyatakan di atas, termasuk pemindahan dan penggunaan di negara di mana undang-undang perlindungan data tidak seketat yang terdapat di bidangkuasa tempat tinggal saya.

MEXICO

No country-specific provisions.

NETHERLANDS

Securities Notifications.

By accepting the PSUs, you acknowledge that it is your responsibility to be aware of the Dutch insider trading rules, which may affect the sale of Shares you acquire upon vesting of the PSUs. In particular, you understand and acknowledge that (i) you have reviewed the summary of the Dutch insider trading rules below and (ii) you may be prohibited from effecting certain transactions in Shares if you have insider information regarding the Company. You acknowledge and understand that you have been advised to read the discussion carefully to determine whether the insider rules could apply to you. If you are uncertain whether the insider rules apply to you or your situation, you acknowledge that the Company recommends that you consult with a legal advisor. You acknowledge and agree that the Company cannot be held liable if you violate the Dutch insider trading rules. You acknowledge and agree that you are responsible for ensuring your own compliance with these rules.

Summary of Dutch Prohibition Against Insider Trading.

Dutch securities laws prohibit insider trading. The regulations are based upon the European Market Abuse Directive and are stated in section 5:56 of the Dutch Financial Supervision Act (Wet op het financieel toezicht or Wft) and in section 2 of the Market Abuse Decree (Besluit marktmisbruik Wft). For further information, see the website of the Authority for the Financial Markets (AFM); <http://www.afm.nl/~media/Files/brochures/2012/insider-dealing.ashx>.

NEW ZEALAND

Securities Notification.

Notice Provided Under the Avago Technologies Limited 2009 Equity Incentive Award Plan

New Zealand Performance Stock Units

You have been granted an award of Broadcom Inc. performance stock units under the Avago Technologies Limited 2009 Equity Incentive Award Plan (**Plan**). You have been or will be provided with a description of the Plan and its terms and conditions separately from this Agreement. In compliance with an exemption to the New Zealand Financial Markets Conduct Act 2013 you must be provided with the following information.

Annual Report and Financial Statements

You have the right to receive from Broadcom Inc. on request, free of charge, a copy of Broadcom Inc.'s latest annual report, financial statements and audit report on those financial statements. You can also obtain a copy of these documents electronically at the following website address www.sec.gov or <http://investors.broadcom.com/phoenix.zhtml?c=203541&p=irol-sec>.

Warning

This is a grant of performance stock units (**PSUs**). If the PSUs vest, in accordance with the terms of the Plan, you will receive shares in Broadcom Inc. The shares will give you a stake in the ownership of Broadcom Inc. You may receive a return if dividends are paid.

If Broadcom Inc. runs into financial difficulties and is wound up, you will be paid only after all creditors have been paid. You may lose some or all of your investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision.

The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

Ask questions, read all documents carefully, and seek independent financial advice before committing yourself.

The PSUs are not listed. Broadcom Inc. shares are listed on the NASDAQ. This means you may be able to sell Broadcom Inc. shares, if received on vesting of the PSUs, on the NASDAQ if there are interested buyers. You may get less than you invested. The price will depend on the demand for Broadcom Inc. shares.

NORWAY

No country-specific provisions.

POLAND

Exchange Control Information.

If you hold foreign securities (including Shares) and maintain accounts abroad, then it is your responsibility to report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (when combined with all other assets held abroad) exceeds PLN7,000,000. If required, the reports are due on a quarterly basis on special forms available on the website of the National Bank of Poland.

Further, any transfer or settlement of funds in excess of a specified threshold (currently €15,000) must be effected through an authorized bank, authorized payment institution or authorized e-money institution.

By accepting the PSUs, you acknowledge and agree that it is your obligation to maintain evidence of such foreign exchange transactions for five years, in case of a request for their production by the National Bank of Poland.

PORTUGAL

No country-specific provisions.

ROMANIA

No country-specific provisions.

RUSSIA

General.

This offer is being made from the United States and neither this Agreement nor any materials related to the Plan shall be construed to constitute advertising or offering of securities in Russia. The Shares have not been and will not be registered in Russia.

Financial Reporting Requirements.

You are required to notify the applicable Russian tax authorities of any actions with respect to the opening, closing or changing the essential details of bank accounts outside Russia, and must complete various reporting requirements with respect to your financial transactions, including declaring profits you earn in connection with the PSUs and Shares. You are solely responsible for declaring any taxable income arising from this Agreement and Shares, including, but not limited to, any dividend payments or other distributions, as well as any proceeds you receive in connection with the disposition of Shares, and you are solely responsible for payment of all respective taxes that may arise under Russian law in connection therewith.

Foreign Exchange.

The proceeds from the sale of any Shares acquired before January 1, 2018 may only be transferred to a bank account opened in the territory of Russia. The proceeds of the sale of Shares obtained on or after January 1, 2018, may be transferred to your bank account opened in a bank located in OECD and FATF member countries.

Approvals.

You acknowledge and agree that it is your responsibility to obtain any consents or approvals from any third party that may be required from time-to-time by any then applicable Russian law for the disposal of any Shares.

SINGAPORE

Securities Law Information.

The award of the PSUs is being made in reliance of section 273(1)(f) of the Securities and Futures Act (Cap. 289) (“SFA”) for which it is exempt from the prospectus and registration requirements under the SFA. You understand that the Shares have not been registered with the SFA. Unless you sell any Shares you acquire pursuant to the Plan via a public exchange outside of Singapore (e.g., NASDAQ), you agree that you shall not, within six (6) months of your acquisition of any Shares, sell, transfer, gift, hypothecate or otherwise transfer such Shares within Singapore except as expressly approved by the Company in writing. The Company believes that a typical sale through a U.S. brokerage firm would not require the Company’s consent under these rules.

Director Notification Obligation.

If you are a director, shadow director, or hold any similar position¹ of a Singapore-incorporated company (each a “**Singapore company**”) (e.g., any Singapore Subsidiary or Singapore affiliate of the Company), you are subject to certain notification requirements under section 164 of the Singapore Companies Act to enable the Singapore company to comply with its obligations to maintain a register of directors’ shareholdings (“**Register**”). Among these requirements is an obligation to notify the Singapore company in writing of:

- (a) shares in, debentures of, or participatory interests made available by, the Singapore company or its related corporation which are held by you;
- (b) any interest that you have in shares in, debentures of, or participatory interests made available by, the Singapore company or its related corporation, and the nature and extent of that interest under Section 7 of the Singapore Companies Act (which provides for the circumstances under which a deemed interest in shares may arise);
- (c) rights or options that you have in respect of the acquisition or disposal of shares in the Singapore company or its related corporation; and
- (d) contracts to which you are a party or under which you are entitled to a benefit, being contracts under which a person has a right to call for or to make delivery of shares in the Singapore company or its related corporation.

You must notify the Singapore company in writing when there is any change in the particulars of your interests as mentioned above (including when you sell Shares issued upon vesting and settlement of the PSUs).

You are deemed to hold or have an interest or a right in or over any shares or debentures, if:

- (a) your spouse (not being himself or herself a director or chief executive officer) holds or has an interest or a right in or over such shares or debentures; or
- (b) your child of less than 18 years of age, including stepson, stepdaughter, adopted son or adopted daughter (not being himself or herself a director or chief executive officer) holds or has an interest in such shares or debentures.

In addition, any contract, assignment or right of subscription shall be deemed to have been entered into or exercised or made by, or a grant shall be deemed as having been made to, you if any contract, assignment or right of subscription is entered into, exercised or made by, or a grant is made to, members of your family as aforesaid (not being himself or herself a director or chief executive officer).

Particulars of your interests as mentioned above must be given within two business days after (i) the date on which you became a director of the Singapore company, or (ii) the date on which you became a registered holder of or acquired an interest as mentioned above, whichever last occurs. Particulars of any change in your interests must also be given within two business days of the change.

SLOVENIA

No country-specific provisions.

SOUTH KOREA

No country-specific provisions.

¹ Under section 4(1) of the Singapore Companies Act, the term “director” includes any person occupying the position of director of a corporation by whatever name called.

SPAIN

No country-specific provisions.

SWEDEN

No country-specific provisions.

SWITZERLAND

No country-specific provisions.

TAIWAN

Securities Notification.

You understand that the offer of the PSUs has not been and will not be registered with or approved by the Financial Supervisory Commission of the Republic of China pursuant to relevant securities laws and regulations and the PSUs may not be offered or sold within the Republic of China through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Law of the Republic of China that requires a registration or approval of the Financial Supervisory Commission of the Republic of China.

Exchange Control Information.

You acknowledge and agree that you may be required to do certain acts and/or execute certain documents in connection with the grant of the PSUs, the vesting of the PSUs and the disposition of the resulting Shares, including but not limited to obtaining foreign exchange approval for remittance of funds and other governmental approvals within the Republic of China. You shall pay your own costs and expenses with respect to any event concerning a holder of the PSUs, or Shares received upon the vesting thereof.

If you are a Taiwan resident (those who are over 20 years of age and holding a Republic of China citizen's ID Card, Taiwan Resident Certificate or an Alien Resident Certificate that is valid for a period no less than one year), you may acquire and remit foreign currency (including proceeds from the sale of Shares) into and out of Taiwan up to US\$5,000,000 per year. If the transaction amount is TWD\$500,000 or more in a single transaction, you must submit a foreign exchange transaction form and also provide supporting documentation to the satisfaction of the remitting bank.

If the transaction amount is US\$500,000 or more, you may be required to provide additional supporting documentation (including the contracts for such transaction, approval letter, etc.) to the satisfaction of the remitting bank. You acknowledge that you are advised to consult your personal advisor to ensure compliance with applicable exchange control laws in Taiwan.

THAILAND

Exchange Control Information.

When you sell Shares you receive following vesting of PSUs, you must immediately repatriate all cash proceeds to Thailand. Thereafter, you must convert such proceeds to Thai Baht or deposit them into a foreign currency account within 360 days of repatriation. If the amount of your proceeds is US\$50,000 (or its equivalent) or more, you must specifically report the inward remittance to a commercial bank being an authorized agent or other authorized agent of the Bank of Thailand on a foreign exchange transaction form to declare the purpose of such inward remittance. If you fail to comply with these obligations, you may be subject to penalties assessed by the Bank of Thailand. You should consult your personal advisor before taking action with respect to remittance of proceeds from the sale of Shares into Thailand. You are responsible for ensuring compliance with all exchange control laws in Thailand.

TURKEY

Securities Law Information.

You acknowledge and agree that the offer of this award of PSUs has been made by the Company to you personally in connection with your existing relationship with the Company or one or more of its affiliates, and further, that the Award, any Shares issued upon vesting of the PSUs and the related offer thereof are not subject to regulation by any securities regulator in Turkey.

UNITED KINGDOM

Definitions.

The definition of “Termination of Services” shall be replaced in its entirety by the following definition:

“Termination of Services” shall mean Participant’s Termination of Employment.

The definition of “Termination of Employment” shall be replaced in its entirety by the following definition:

“Termination of Employment” shall mean the time when the employee-employer relationship between Participant and the Company or any Subsidiary is terminated for any reason, with or without cause, including, but not by way of limitation, a termination by resignation, discharge, death, disability or retirement; but excluding terminations where there is a simultaneous reemployment or continuing employment of Participant by the Company or any Subsidiary. The Administrator, in its absolute discretion, shall determine the effect of all matters and questions relating to Termination of Employment, including, but not by way of limitation, the question of whether a particular leave of absence constitutes a Termination of Employment.

Notice to Participants.

The Agreement as amended pursuant to this Exhibit B forms the rules of the employee share scheme applicable to the United Kingdom based Participants of the Company and any Subsidiaries. Only employees of the Company or any subsidiary of the Company are eligible to be granted PSUs or be issued Shares under the Agreement. Other service providers (including Consultants and Non-Employee Directors) who are not employees are not eligible to receive PSUs under the Agreement in the United Kingdom. Accordingly, all references in the Agreement to the Participant’s service or termination of service shall be interpreted as references to the Participant’s employment or Termination of Employment.

The following provision replaces Section 3.11 of the Agreement in its entirety:

3.11 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue to serve as an employee of the Company or any of its Subsidiaries and the grant of a PSU does not form part of the Participant's entitlement to remuneration or benefits in terms of his employment with the Company or any Subsidiary.

Terms and Conditions.

Special Tax Consequences. In relation to United Kingdom based Participants only:

(a) You agree to indemnify and keep indemnified the Company, any Subsidiary and your employing company, if different, from and against any liability for or obligation to pay any Tax Liability (a "**Tax Liability**" being any liability for income tax, withholding tax and any other employment related taxes, employee's national insurance contributions or employer's national insurance contributions or equivalent social security contributions in any jurisdiction) that is attributable to (1) the grant or settlement of, or any benefit derived by you from, the PSUs, (2) your acquisition of Shares upon vesting of the PSUs, or (3) the disposal of any Shares.

(b) the PSUs cannot be settled until you have made such arrangements as the Company may require for the satisfaction of any Tax Liability that may arise in connection with the vesting and settlement of the PSUs and/or your acquisition of the Shares. The Company shall not be required to issue, allot or transfer Shares until the you have satisfied this obligation.

(c) at the discretion of the Company, the PSUs cannot be settled until you have entered into an election with the Company (or your employer) (as appropriate) in a form approved by the Company and Her Majesty's Revenue & Customs (a "**Joint Election**") under which any liability of the Company and/or the employer for employer's national insurance contributions arising in respect of the granting, vesting, settlement of or other dealing in the PSUs, or the acquisition of Shares on the settlement of the PSUs, is transferred to and met by you.

Tax and National Insurance Contributions Acknowledgment.

You agree that if you do not pay or your employer (the "**Employer**") or the Company does not withhold from you, the full amount of all taxes applicable to the taxable income resulting from the grant of the PSUs, the vesting of the PSUs, or the issuance of Shares (the "**Tax-Related Items**") that you owe due to the vesting of the PSUs, or the release or assignment of the PSUs for consideration, or the receipt of any other benefit in connection with the PSUs (the "**Taxable Event**") by 90 days after the end of the tax year in which the Taxable Event occurred, then the amount that should have been withheld shall constitute a loan owed by you to your employer, effective 90 days after the end of the tax year in which the Taxable Event occurred. You agree that the loan will bear interest at the HMRC's official rate and will be immediately due and repayable by you, and the Company and/or the employer may recover it at any time thereafter by withholding the funds from salary, bonus or any other funds due to you by the employer, by withholding Shares issued upon vesting and settlement of the PSUs or from the cash proceeds from the sale of Shares or by demanding cash or a cheque from you. You also authorize the Company to delay the issuance of any Shares to you unless and until the loan is repaid in full.

Notwithstanding the foregoing, if you are an executive officer or director (as within the meaning of Section 13(k) of the Exchange Act) of the Company, the terms of the immediately foregoing provision will not apply. In the event that you are an officer or executive director and Tax-Related Items are not collected from or paid by you within 90 days of the Taxable Event, the amount of any uncollected Tax-Related Items may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You acknowledge that the Company or the Employer may recover any such additional income tax and national insurance contributions at any time thereafter by any of the means referred to in Section 2.6 of the Agreement.

References to “tax withholding obligations”, “withholding tax” or similar terms in Sections 2.6(b) and 2.8(d) of the Agreement shall include social security contributions including primary and secondary class 1 national insurance contributions.

VENEZUELA

No country-specific provisions.

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Avago Plan MY PSU Agreement (Revised Nov. 2018)

Annex 1

Broadcom Inc. and its subsidiaries
c/o Broadcom Inc.
1320 Ridder Park Drive
San Jose, CA 95131
United States

Annex 1 - i

Avago Plan MY PSU Agreement (Revised Nov. 2018)

Payroll Providers

Automatic Data Processing, Inc.
 Allsec Technologies Limited
 Aparajitha Corporate Services Pvt Ltd.
 Baker Tilly Revas Limited
 Balmer-Etienne AG
 Bridgehead B.V.
 Ceridian
 Chronos Consulting
 CIIC Shanghai Financial Co. Consulting Ltd.
 Deloitte
 EPI-USE Managed Solutions Pty Ltd.
 Grant Thornton
 Hilan
 HR Outsourcing Korea
 HTLC Network Group
 HTM Corporation
 In Extenso
 L. K. Nakashe Consultants Pvt. Ltd.
 Made Finance
 N.S.N. Consulting & Investmentservices
 Partena
 Payfront (Excelity)
 Payfront Technologies India Private Limited
 Payroll Services Company Ltd.
 PKF – Littlejohn Network Group
 PTR Business Services
 RSM
 Rueter & Partner
 Saffron Capital Advisors Pvt Ltd.
 Sandhya Consultancy
 SCS Global Tax Consulting Corporation
 Sigmagest
 Spira Twist & Associes
 Squires Payroll Services
 TMF Services Ltd.
 TMF Hong Kong Ltd.
 TMF (THAILAND) LIMITED
 Tricor Services Limited
 Wirtschaftsprüfer / Steuerberater
 3 Sixty Allied Services Inc.
 AST - Accounting Services Tilmatic Ltd.
 ATOSS
 Beijing Foreign Enterprise Human Resources Service Co., Ltd
 Benko Kotruljic
 Dochazka
 Ekspert SA 40
 Elanor spol s.r.o.BB Centrum Brumlovka
 Fucik & Partner

Annex 2 - i

Avago Plan MY PSU Agreement (Revised Nov. 2018)

Gong Jung Global Accounting Corporation
Haneco Commercial Export - Import Company Ltd.
Hogia
Hubner & Hubner
IPL Research Ltd
Kiosque
Lacras Corporation
MYOB
Pay Asia Pte Ltd.
Sage Micropay
SBA Stone Forest Corporate Advisory (Shanghai) Co., Ltd.
Shanghai Foreign Service (Group) Co., LTD
Softcom
Synerion
Taidevelop Information Corp
TMF Poland sp.
Tricor Outsourcing Ltd (Thailand)
Tricor Services

Other vendors

BOSS YONETISIM AS
Box, Inc.
Compensia, Inc.
Deloitte Tax LLP
Diligent Corporation
Fidelity Stock Plan Services, LLC
Google Inc.
Innovation
International Law Solutions, PC
Latham & Watkins LLP
My Equity Comp
NAVEX Global, Inc.
PwC
ServiceNow
Studio Arlati Ghislandi
TMF Corporate Services (Australia) Pty Ltd.
Workday, Inc.

Annex 2 - ii

Avago Plan MY PSU Agreement (Revised Nov. 2018)

ADDITIONAL PROVISIONS FOR EMPLOYEES IN DENMARK

ERKLÆRING OM TILDELING AF BETINGEDE AKTIEENHEDER,
HERUNDER ERKLÆRING I HENHOLD TIL
AKTIEOPTIONSLOVEN

Brocade Communications Denmark ApS
(**“Selskabet”**)

Og

Medarbejderen, der elektronisk har givet samtykke til vilkårene og
betingelserne i Performance Stock Unit Award Agreement.
(**“Medarbejderen”**)

Og

Broadcom Inc.
1320 Ridder Park Drive
San Jose, CA 95131
(**“Morderselskabet”**)

har indgået Performance Stock Unit Award Agreement og alle bilag og tillæg
hertil (**“Tildelingsaftalen”**) i relation til de Performance Stock Units
(**“PSU’er”**), som Morderselskabet har tildelt Medarbejderen.

Denne erklæring (**“Erklæringen”**) udgør en erklæring til Medarbejderen i
henhold til § 3, stk. 1 i lov om brug af køberet eller tegningsret til aktier m.v. i
ansættelsesforhold (**“Aktieoptionsloven”**).

STATEMENT CONCERNING GRANTING OF
PERFORMANCE STOCK UNITS, INCLUDING STATEMENT
PURSUANT TO THE DANISH STOCK OPTION ACT

Brocade Communications Denmark ApS
(the **“Company”**)

And

The individual providing services to the Company electronically
consenting to the terms and conditions of the Performance Stock Unit
Award Agreement.
(the **“Service Provider”**)

And

Broadcom Inc.
1320 Ridder Park Drive
San Jose, CA 95131
(the **“Parent Company”**)

have entered into the Performance Stock Unit Award Agreement,
including all exhibits and appendices thereto (the **“Agreement”**)
concerning the Performance Stock Units (the **“PSUs”**) granted by the
Parent Company to the Service Provider.

This statement (the **“Statement”**) constitutes a statement to the Service
Provider pursuant to section 3 (1) of the Danish Act on the exercise of
stock acquisition rights or stock subscription rights in employment
relationships, etc. (the **“Stock Option Act”**).

Annex 3 - i

I tilfælde af uoverensstemmelser mellem Erklæringen og Tildelingsaftalen og/eller Medarbejderens ansættelsesaftale med Selskabet har Tildelingsaftalen forrang.

Moderselskabet har vedtaget et Performance Stock Unit program, der omfatter medarbejdere i Moderselskabet og dets datterselskaber, herunder Selskabets medarbejdere. Vilåårene for Performance Stock Unit-programmet, der også omfatter de Performance Stock Units, der tildeles i medføå af Tildelingsaftalen, er fastsat i “Avago Technologies Limited 2009 Equity Incentive Award Plan” (benævnt “**Aktieincitamentsprogrammet**”).

Vilåårene i Aktieincitamentsprogrammet finder anvendelse på Medarbejderens Performance Stock Units, medmindre Tildelingsaftalen fastsætter vilåår, der fraviger vilåårene i Aktieincitamentsprogrammet. I sådanne tilfælde har Tildelingsaftalen vilåår forrang.

Definitioner anvendt i Tildelingsaftalen skal have samme betydning som i Aktieincitamentsprogrammet, medmindre andet følger af Tildelingsaftalen.

1. PERFORMANCE STOCK UNITS OG VEDERLAG

- 1.1 Medarbejderen tildeles løbende Performance Stock Units, der giver Medarbejderen ret til aktier (“**Aktier**”) i Moderselskabet og/eller kontantbetaling. De pågældende Performance Stock Units tildeles vederlagsfrit.
- 1.2 Værdien pr. aktie, som Performance Stock Units’erne repræsenterer vil blive som nærmere fastsat i Tildelingsaftalen.

In the event of any discrepancies between the Statement and the Agreement and/or Service Provider’s contract of employment with the Company, this Agreement shall prevail.

The Parent Company has adopted a Performance Stock Unit program covering the Service Providers of the Parent Company and its subsidiaries, including the employees of the Company. The terms of the Performance Stock Unit program, which also include the Performance Stock Units granted under the Agreement, appear from the “Avago Technologies Limited 2009 Equity Incentive Award Plan” (the “**Equity Incentive Program**”).

The terms of the Equity Incentive Program apply to the Service Provider’s Performance Stock Units, unless the Agreement stipulates terms that deviate from the terms of the Equity Incentive Program. In such situations, the terms of the Agreement shall prevail.

The definitions of the Agreement shall have the same meaning as the definitions of the Equity Incentive Program, unless otherwise provided by Agreement.

1. PERFORMANCE STOCK UNITS AND CONSIDERATION

- 1.1 The Service Provider is granted Performance Stock Units on a current basis entitling the Service Provider to shares (“**Shares**”) in the Parent Company and/or cash payment. The Performance Stock Units are granted free of charge.
- 1.2 The value per share that the Performance Stock Units represent shall be as specified in the Agreement.

Annex 3 - ii

2. ØVRIGE VILKÅR OG BETINGELSER

- 2.1 Performance Stock Units'erne tildeles i overensstemmelse med Aktieincitamentsprogrammet.
- 2.2 Performance Stock Units'erne tildeles efter Administrators skøn og når Administratoren måtte beslutte det.
- 2.3 Performance Stock Units'erne optjenes i overensstemmelse med Tildelingsaftalen.
- 2.4 Optjeningen af Performance Stock Units er betinget af, at Medarbejderen er ansat i Selskabet i optjeningsperioden, og der hverken tildeles eller optjenes Performance Stock Units efter ansættelsesforholdets ophør, uanset årsag hertil, *jf.* dog nedenfor. Optjeningen af Performance Stock Units påvirkes ikke af lovreguleret orlov.

3. UDNYTTELSE

- 3.1 Efter optjeningsperioden kan Optjente Performance Stock Units udnyttes forudsat, at de ikke er bortfaldet efter vilkårene i Tildelingsaftalen og indtil det tidspunkt, hvor sådanne Performance Stock Units ophører, bortfalder og/eller fortabes i overensstemmelse med vilkårene i Tildelingsaftalen.

2. OTHER TERMS AND CONDITIONS

- 2.1 The Performance Stock Units are granted under the Equity Incentive Program.
- 2.2 The Performance Stock Units are granted at the discretion of the Administrator and at the timing of its discretion.
- 2.3 The Performance Stock Units shall vest as set forth in the Agreement.
- 2.4 The earning of Performance Stock Units is conditional on the Service Provider being employed with the Company for the duration of the vesting period and no Performance Stock Units are granted or earned after the termination of the employment, regardless of the reason for such termination, *cf.* however below. The earning of Performance Stock Units is not influenced by statutory leave.

3. EXERCISE

- 3.1 Following vesting, earned Performance Stock Units will be exercisable as long as they remain validly outstanding pursuant to the Agreement, until the date such Performance Stock Units are terminated, cancelled and/or forfeited pursuant to the terms of the Agreement.

Annex 3 - iii

- 3.2 Såfremt (i) Selskabet opsiger Medarbejderens ansættelsesforhold, uden at Medarbejderen har misligholdt ansættelsesforholdet, eller (ii) Medarbejderen opsiger ansættelsesforholdet som følge af Selskabets grove misligholdelse, har Medarbejderen uanset opsigelsen ret til betaling af ikke-optjente og ikke-udbetalte Performance Stock Units i overensstemmelse med Aktieincitamentsprogrammet og Tildelingsaftalen.
- 3.3 I tilfælde af Medarbejderens opsigelse, uden at Selskabet groft har misligholdt ansættelsesforholdet, fortabes og bortfalder alle ikke-optjente Performance Stock Units, der ikke er udbetalt på det tidspunkt, hvor ansættelsen ophører, uden yderligere varsel og uden kompensation. Medarbejderen bevarer dog retten til betaling for optjente og ikke-udbetalte Performance Stock Units i overensstemmelse med Aktieincitamentsprogrammet og Tildelingsaftalen.
- 3.4 I tilfælde af Selskabets opsigelse og/eller bortvisning som følge af Medarbejderens misligholdelse af ansættelsesforholdet bortfalder Medarbejderens Performance Stock Units som ikke er optjent uden yderligere varsel eller kompensation pr. ansættelsesforholdets ophør.
- 3.5 Ved Medarbejderens død bortfalder Medarbejderens ikke-optjente Performance Stock Units uden yderligere varsel og kompensation pr. dødstidspunktet. Boet og/eller arvingerne er i øvrigt i enhver henseende underlagt de for Medarbejderen fastsatte vilkår for Performance Stock Units og de dertil knyttede aktier.

- 3.2 In the event that (i) the Company terminates the Service Provider's employment for reasons other than the Service Provider's breach of the employment, or (ii) the Service Provider terminates the employment due to material breach on the part of the Company, the Service Provider is, irrespective of the termination, entitled to settlement of any unvested Performance Stock Units remaining unsettled in accordance with the Equity Incentive Program and the Agreement.
- 3.3 If the Service Provider terminates the employment without the Company being in gross breach of the employment, all unvested Performance Stock Units, which have not been exercised at the time of the termination, will be forfeited and lapse without further notice or compensation. The Service Provider, however is entitled to settlement of all vested Performance Stock Units which have not been settled at the time of the termination in accordance with the Equity Incentive Program and the Agreement.
- 3.4 If the Company terminates and/or summarily dismisses the Service Provider due to the Service Provider's breach of the employment, all Performance Stock Units, which have not vested at the time of termination, will lapse without further notice or compensation at the effective date of termination.
- 3.5 In the event of the Service Provider's death, unvested Performance Stock Units will lapse without further notice and compensation as at the time of death. The estate and/or the beneficiaries are subject to the terms governing the Service Provider's Performance Stock Units and the related Shares.

Annex 3 - iv

3.6 Ved aldersbetinget pensionering (folkepension) eller særskilt aftale herom og ved invaliditet har Medarbejderen ret til at få udbetaling for tildelte, ikke-udbetalte Performance Stock Units. Medarbejderen er underlagt de for Medarbejderne fastsatte vilkår for Performance Stock Units og de dertil knyttede aktier.

4. REGULERING AF PERFORMANCE STOCK UNITS

Regulering ved kapitalændringer

4.1 Såfremt der sker en ændring i antallet af udestående Aktier som følge af ændring i Moderselskabets kapitalstruktur uden vederlag såsom aktieudbytte, rekapitalisering, aktiesplit, omvendt aktiesplit, rekonstruktion, fusion, konsolidering, opdeling, kombination, genkøb eller ombytning af Selskabets Aktier eller øvrige værdipapirer eller andre ændringer i Moderselskabets selskabsstruktur, der kan påvirke Aktien, kan der gennemføres justeringer, der kan påvirke Aktieincitamentsprogrammet, herunder en justering af antallet af samt klassen af Aktier, der kan opnås i henhold til Programmet, af Købsprisen pr. aktie og af det antal Aktier for hver option i henhold til Programmet, der endnu ikke er udnyttet, og de talmæssige begrænsninger i Aktieincitamentsprogrammet.

Andre ændringer

3.6 Upon retirement due to old age (“**folkepension**”) or separate agreement in this respect and in the event of disability, the Service Provider is entitled to settlement of granted and unsettled Performance Stock Units. The Service Provider is subject to the terms governing the Performance Stock Units and the related Shares.

4. ADJUSTMENT OF THE PERFORMANCE STOCK UNITS

Adjustment in connection with capital changes

4.1 If the number of outstanding Shares is changed by a modification in the capital structure of the Parent Company without consideration such as a stock dividend, recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, combination, repurchase or exchange of Shares or other securities of the Parent Company or other change in the corporate structure of the Parent Company affecting the Shares, adjustments may be made that may impact the Equity Incentive Program and the Performance Stock Units including adjusting the number and class of Shares that may be delivered under the Equity Incentive Program and the numerical limits of the Equity Incentive Program.

Other changes

Annex 3 - v

- 4.2 I tilfælde af forslag om opløsning eller likvidation af Selskabet, og i tilfælde af fusion eller ændring i kontrollen med Selskabet eller Moderselskabet, kan der ske andre reguleringer i Aktieincitamentsprogrammet og Performance Stock Units.

Administrators regulering af Optioner

- 4.3 Administrators adgang til at regulere Performance Stock Units i de i § 4 omhandlede situationer er reguleret af punkt 4 i Aktieincitamentsprogrammet. Med hensyn til Administrators generelle adgang til at ændre eller opsige Aktieincitamentsprogrammet, henvises der til punkt 4 i Aktieincitamentsprogrammet Bilag 1.

5. ØKONOMISKE ASPEKTER VED DELTAGELSE I ORDNINGEN

- 5.1 Performance Stock Units'erne er risikobetonede værdipapirer, der er afhængige af aktiemarkedet og Moderselskabets resultater. Som følge heraf er der ingen garanti for, at Performance Stock Units'erne udløser en fortjeneste. Performance Stock Units'erne skal ikke medregnes ved opgørelsen af feriepenge, fratrædelsesgodtgørelse, godtgørelse eller kompensation fastsat ved lov, pension og lignende.

- 4.2 In the event of a proposed dissolution or liquidation of the Parent Company and in the event of a merger or a change in control of the Parent Company, other adjustments may be made to the Equity Incentive Program and the Performance Stock Units.

Administrator's regulation of Options

- 4.3 The Administrator's access to regulation of the Performance Stock Units in the situations comprised by this section 4 shall be regulated by the terms and conditions of the Equity Incentive Program. As regards the Administrator's, general access to amend or terminate the Equity Incentive Program reference is made to the Equity Incentive Program Section 13.4 and Section 3.7 of the Agreement.

5. THE FINANCIAL ASPECTS OF PARTICIPATING IN THE SCHEME

- 5.1 The Performance Stock Units are risky securities the potential value of which is influenced by the market for Shares and the Parent Company's results. Consequently, there is no guarantee that the vesting of the Performance Stock Units will trigger a profit. The Performance Stock Units are not to be included in the calculation of holiday allowance, severance pay, statutory allowance and compensation, pension and similar payments.

Annex 3 - vi

6. SKATTEMÆSSIGE FORHOLD

- 6.1 De skattemæssige konsekvenser for Medarbejderen som følge af tildelingen af Performance Stock Units og den efterfølgende udnyttelse heraf er i sidste ende Medarbejderens ansvar. Selskabet opfordrer Medarbejderen til selvstændigt at indhente rådgivning om den skattemæssige behandling af tildeling og udnyttelse af Performance Stock Units.

7. OVERDRAGELSE OG PANTSÆTNING AF OPTIONER MV.

- 7.1 Performance Stock Units er personlige. Ingen rettigheder om betaling for Performance Stock Units eller tildeling af Aktier i henhold til Aktieincitamentsprogrammet kan overdrages, overføres, pantsættes eller på anden vis disponeres over af Medarbejderen, frivilligt eller ved udlæg.

6. TAX MATTERS

- 6.1 Any tax consequences for the Service Provider arising out of the Performance Stock Units and the exercise thereof are ultimately the responsibility of the Service Provider. The Company encourages the Service Provider to obtain individual tax advice in relation to the effect of grant and vesting of the Performance Stock Units.

7. TRANSFER AND PLEDGING OF OPTIONS, ETC.

- 7.1 The Performance Stock Units are personal instruments. No rights with regard to settlement of Performance Stock Units or to receive Shares under the Equity Incentive Program may assigned, transferred, pledged or otherwise disposed of in any way by the Service Provider whether voluntarily or by execution.

Annex 3 - vii

BROADCOM INC. MANDATORY EMPLOYMENT ARBITRATION AGREEMENT

Broadcom Inc., together with all direct and indirect subsidiaries of Broadcom Inc., including the Broadcom Inc. entity by which Participant is employed (collectively, the “Company.”) has adopted this Mandatory Employment Arbitration Agreement (the “Agreement”) to govern all disputes between the Company and Participant.

1. General Intent of the Parties. It is the intent of the Company and the Participant that all employment related disputes between the Company and Participant will, to the fullest extent permitted by law, be resolved by final and binding arbitration.
2. Covered Claims. “Covered Claims” include any and all claims or controversies between the Company and any Participant (or between one or more Participants, employees and any present or former officer, director, agent, or employee of the Company or any parent, subsidiary, or other entity affiliated with the Company), including claims or controversies that are related to employment, compensation, including equity awards, or receipt of or eligibility for benefits arising out of employment, and post-employment disputes including, without limitation, contract claims, tort claims, common law claims and claims based on any federal, state or local law, statute, or regulation, including but not limited to any claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family Medical Leave Act, and any other applicable federal or state law or regulation or local ordinance governing employment and compensation; but excluding Excluded Claims.
3. Excluded Claims. Excluded Claims are not subject to arbitration. “Excluded Claims” include (a) claims for unemployment and workers’ compensation benefits, (b) claims under the National Labor Relations Act, (c) administrative claims for unpaid wages or waiting time penalties before the California Division of Labor Standards Enforcement and any other administrative claims that an employee cannot, as a matter of law, be required to assert solely by arbitration; provided, however, that any appeal from an award or from denial of an award by any administrative agency with primary jurisdiction shall be arbitrated pursuant to the terms of this Agreement; (d) to the extent DFARS 252.222-7006 applies, any claims under Title VII of the Civil Rights Act of 1964, or any tort arising out of sexual harassment or sexual assault, unless the Participant further consents to arbitration after the time the dispute arises; and (e) representative claims brought under the California Private Attorney General Act.
4. Provisional Remedies. This Agreement does not limit the right of the Company or Participant to seek any provisional remedy, including, without limitation, injunctive or similar relief, from any court of competent jurisdiction as may be necessary to protect the Company’s or Participant’s rights and interests pending the outcome of an arbitration, including but not limited to claims for violation of any non-disclosure or other agreement between Participant and the Company for the protection of confidential and proprietary information and trade secrets and/or invention assignment.
5. Arbitration. Covered Claims shall be resolved by final and binding arbitration in the County in which the Participant currently works or last worked for the Company. The arbitration will be conducted by a single, neutral arbitrator in accordance with the JAMS (Judicial Arbitration and Mediation Service) Employment Arbitration Rules and Procedures, which can be found at www.jamsadr.com, or by any other arbitration provider mutually agreed by the Company and Participant. The arbitrator will be selected in accordance with JAMS’s applicable arbitrator

selection rules, or the selection rules of any other agreed arbitration provider. The Company and Participant shall be entitled to more than minimal discovery and the arbitrator shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. The arbitrator shall apply the same substantive law, with the same statutes of limitation and the same remedies that would apply if the claims were brought in a court of law.

6. **Enforcement.** Either the Company or Participant may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award, and shall be entitled to recover fees and costs associated with any such motion to compel arbitration or to enforce an arbitration award. Otherwise, except as provided in Section 4, above, neither the Company nor Participant shall initiate or prosecute any lawsuit or claim in any way related to any arbitrable claim, including without limitation any claim as to the making, existence, validity, or enforceability of this Agreement.
7. **Governing Law.** The arbitration provisions of this Agreement shall be governed by and enforceable pursuant to the Federal Arbitration Act. In all other respects for provisions not governed by the Federal Arbitration Act, this Agreement shall be construed in accordance with the laws of the state in which the Participant currently works, or last worked, for the Company, without reference to conflicts of law principles.
8. **Costs of Arbitration.** The Company shall pay all costs unique to arbitration, including without limitation arbitration administrative fees, arbitrator compensation and expenses, and costs of any witnesses called by the arbitrator ("Arbitration Costs"). Unless otherwise ordered by the arbitrator under applicable law, the Company and Participant shall each bear his, her or its own expenses, such as expert witness fees and attorneys' fees and costs. Nothing herein shall prevent the Company or Participant from seeking a statutory award of reasonable attorneys' fees and costs.
9. **Waiver of Right to Jury Trial; Class Action Waiver.** THE COMPANY AND PARTICIPANT UNDERSTAND AND AGREE THAT THIS AGREEMENT CONSTITUTES A WAIVER OF THEIR RIGHT TO A TRIAL BY JURY OF ANY COVERED CLAIMS. PARTICIPANT UNDERSTANDS AND ACKNOWLEDGES THAT THIS AGREEMENT ALSO CONSTITUTES A WAIVER OF PARTICIPANT'S RIGHT TO BRING ANY CLAIM AS PART OF OR IN CONNECTION WITH A CLASS ACTION LAWSUIT OR CLAIM. THE PARTIES AGREE THAT NO COVERED CLAIM SHALL BE RESOLVED BY A JURY TRIAL AND NO COVERED CLAIM SHALL BE BROUGHT AS A CLASS ACTION.
10. **At-Will Employment.** Nothing in this Agreement is intended to or shall modify the at-will nature of employment at the Company.
11. **Severability and Survival.** If any provision of this Agreement shall be held by a court or the arbitrator to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by law, and the remainder of this Agreement shall remain in full force and effect. The Company's and Participant's obligations under this Agreement shall survive the termination of the employment relationship.
12. **Complete Agreement.** This Agreement contains a full and complete statement of the agreements and understandings as between the Company and Participant regarding resolution of disputes between them, and supersedes and replaces all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Agreement.

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13. Opportunity to Consult with Counsel. PARTICIPANT ACKNOWLEDGES AND AGREES THAT PARTICIPANT WAS AFFORDED THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL AND HAS EITHER TAKEN ADVANTAGE OF THAT OPPORTUNITY, OR VOLUNTARILY DECLINED TO DO SO.

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**Notice of Grant of Restricted Stock Unit Award
Under the Broadcom Corporation
2012 Stock Incentive Plan**

**BROADCOM INC.
1320 Ridder Park Drive
San Jose, CA 95131**

GRANTEE NAME: <Participant Name>

Grant Date:

<Grant Date>

Vesting Base Date:

<Vesting Schedule Start Date>

GRANTEE ID: <Employee ID>

Number of Restricted Stock Units:

<Number of Awards Granted>

GRANT NUMBER: <Client Grant ID>

On the grant date shown above, Broadcom Inc., a Delaware corporation (the “**Company**”), granted to the grantee identified above (“**you**” or the “**Participant**”) the number of restricted stock units shown above (the “**RSUs**” or “**Restricted Stock Units**”) under the Broadcom Corporation 2012 Stock Incentive Plan, as amended (the “**Plan**”). If and when it vests, each RSU entitles you to receive one share of the Company’s common stock (each, a “**Share**”).

Subject to the terms of the attached Restricted Stock Unit Award Agreement, the RSUs will vest as follows if you have not incurred a Termination of Services prior to the applicable time of vesting: 25% of the RSUs will vest on each of the first four anniversaries of the Vesting Base Date shown above.

Notwithstanding anything to the contrary in any Company plan in which you participate or any agreement to which you are party or any Company policy, the vesting of the RSUs shall not accelerate in the event of any Termination of Service, Change in Control, or termination due to death or permanent disability (or in any other event or circumstance) that occurs prior to the Vesting Base Date.

By accepting this award electronically through the Plan service provider’s online grant acceptance process:

- (1) You agree that the RSUs are governed by this Notice of Grant and the attached Restricted Stock Unit Award Agreement (including Exhibits and Annexes thereto and together with the Notice of Grant, the “**Agreement**”) and the Plan.
- (2) You have received, read and understand the Agreement, the Plan and the prospectus for the Plan.
- (3) You agree that the Company, in its sole discretion, may satisfy any withholding obligations in respect of the RSUs and any other restricted stock units, if any, granted to you prior to the Grant Date under the Plan or any other Company equity incentive plan (each, a “**Prior Award**”) in accordance with Section 2.6 of the Agreement by (i) withholding Shares otherwise issuable to you upon vesting of the RSUs or such Prior Award, (ii) instructing a broker on your behalf to sell Shares issuable to you upon vesting of the RSUs or such Prior Award and submit proceeds of such sale to the Company or (iii) using any other method permitted by Section 2.6 of the Agreement, the Plan or the equity incentive plan pursuant to which such Prior Award was granted.
- (4) You agree to accept as binding all decisions or interpretations of the Plan Administrator or its delegate regarding any questions relating to the Plan or the Agreement, including, if you provide services outside the United States, the global provisions and any specific provisions for the country in which you provide services, attached to the Agreement as Exhibit A.
- (5) You have read and agree to comply with the Company’s Insider Trading Policy.

Capitalized terms not specifically defined in this Notice shall have the meanings specified in the Plan or the Agreement.

**BROADCOM CORPORATION
2012 STOCK INCENTIVE PLAN**

RESTRICTED STOCK UNIT AWARD AGREEMENT

Broadcom Inc., a Delaware corporation (the “**Company**”), pursuant to its Broadcom Corporation 2012 Stock Incentive Plan, as amended from time to time (the “**Plan**”), has granted to the grantee indicated in the attached Notice of Grant (the “**Notice of Grant**”) an award of restricted stock units (“**Restricted Stock Units**” or “**RSUs**”). The RSUs are subject to all of the terms and conditions set forth in this Restricted Stock Unit Award Agreement (including Exhibits and Annexes hereto and together with the Notice of Grant, the “**Agreement**”) and the Plan.

**BY ACCEPTING THIS AWARD, YOU CONSENT TO THE USE AND SHARING OF YOUR PERSONAL DATA AS SET FORTH IN THE
APPLICABLE PROVISIONS IN EXHIBIT A**

ARTICLE I

GENERAL

1.1 **Defined Terms.** Capitalized terms not specifically defined in this Agreement shall have the meanings specified in the Plan or in the Notice of Grant, unless the context clearly requires otherwise.

(a) “**Termination of Consultancy**” shall mean the time when the engagement of Participant as a consultant to the Company or a Subsidiary is terminated for any reason, with or without cause, including, but not by way of limitation, by resignation, discharge, death, disability, or retirement, but excluding: (a) terminations where there is a simultaneous employment or continuing employment of Participant by the Company or any Subsidiary, and (b) terminations where there is a simultaneous re-establishment of a consulting relationship or continuing consulting relationship between Participant and the Company or any Subsidiary. The Plan Administrator, in its absolute discretion, shall determine the effect of all matters and questions relating to Termination of Consultancy, including, but not by way of limitation, the question of whether a particular leave of absence constitutes a Termination of Consultancy. Notwithstanding any other provision of the Plan, the Company or any Subsidiary has an absolute and unrestricted right to terminate a consultant’s service at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in writing.

(b) “**Termination of Directorship**” shall mean the time when Participant, if he or she is or becomes a non-employee director of the Board, ceases to be a director for any reason, including, but not by way of limitation, a termination by resignation, failure to be elected, death or retirement. The Board, in its sole and absolute discretion, shall determine the effect of all matters and questions relating to Termination of Directorship with respect to non-employee directors.

(c) “**Termination of Employment**” shall mean the time when the employee-employer relationship between Participant and the Company or any Subsidiary is terminated for any reason, with or without cause, including, but not by way of limitation, a termination by resignation, discharge, death, disability or retirement; but excluding: (a) terminations where there is a simultaneous reemployment or continuing employment of Participant by the Company or any Subsidiary, and (b) terminations where there is a simultaneous establishment of a consulting relationship or continuing consulting relationship between Participant and the Company or any Subsidiary. The Plan Administrator, in its absolute discretion, shall determine the effect of all matters and questions relating to Termination of Employment, including, but not by way of limitation, the question of whether a particular leave of absence constitutes a Termination of Employment.

(d) “**Termination of Services**” shall mean Participant’s Termination of Consultancy, Termination of Directorship or Termination of Employment, as applicable.

1.2 General. Each Restricted Stock Unit represents the right to receive one Share if and when it vests. The Restricted Stock Units shall not be treated as property or as a trust fund of any kind.

1.3 Incorporation of Terms of Plan. RSUs are subject to the terms and conditions of the Plan which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

ARTICLE II

GRANT OF RESTRICTED STOCK UNITS

2.1 Grant of RSUs. In consideration of your continued employment with or service to the Company or a Subsidiary and for other good and valuable consideration, effective as of the Grant Date set forth in the Notice of Grant (the “**Grant Date**”), the Company granted to you the number of RSUs set forth in the Notice of Grant.

2.2 Company’s Obligation to Pay. Unless and until the RSUs will have vested in the manner set forth in Article II hereof, you will have no right to payment of any such RSUs. Prior to actual payment of any vested RSUs, such RSUs will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

2.3 Vesting Schedule. Subject to Sections 2.4 and 3.12, your RSUs will vest and become nonforfeitable with respect to the applicable portion thereof according to the vesting schedule set forth in the Notice of Grant (the “**Vesting Schedule**”) as long as you have not had a Termination of Services prior to the vesting date for such portion. Unless otherwise determined by the Plan Administrator, employment or service for a portion, even a substantial portion, of any vesting period will not entitle you to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a Termination of Services as provided in Section 2.5 below or under the Plan.

2.4 Change in Control Treatment. Following the Vesting Base Date, in the event the successor corporation in a Change in Control refuses to assume or substitute for the RSUs in accordance with Section II.A of Article Three of the Plan, the RSUs will vest as of immediately prior to such Change in Control.

2.5 Forfeiture, Termination and Cancellation upon Termination of Services. Upon your Termination of Services for any or no reason, any then-unvested RSUs (after giving effect to any accelerated vesting pursuant to Section 2.4) will be automatically forfeited, terminated and cancelled as of the applicable termination date without payment of any consideration by the Company, and you, or your beneficiary or personal representative, as the case may be, shall have no further rights hereunder.

2.6 Payment after Vesting.

(a) On or before the tenth (10th) day following the vesting of any Restricted Stock Units pursuant to Section 2.3, 2.4 or 3.2, the Company shall deliver to the Participant a number of Shares equal to the number of Restricted Stock Units that so vested, unless such Restricted Stock Units terminate prior to the given vesting date pursuant to Section 2.5. Notwithstanding the foregoing, in the event Shares cannot be issued because of the failure to meet one or more of the conditions set forth in Section 2.8(a), (b) or (c) hereof, then the Shares shall be issued pursuant to the preceding sentence as soon as administratively practicable after the Plan Administrator determines that Shares can again be issued in accordance with Sections 2.8(a), (b) and (c) hereof. Notwithstanding any discretion in the Plan, the Notice of Grant or this Agreement to the contrary, upon vesting of the RSUs, Shares will be issued as set forth in this section. In no event will the RSUs be settled in cash.

(b) Notwithstanding anything to the contrary in this Agreement or the agreements evidencing any Prior Awards, the Company shall be entitled to require you to pay any sums required by applicable law to be withheld with respect to the RSUs, the issuance of Shares or with respect to any Prior Awards. Such payment shall be made in such form of consideration as determined by the Company in its sole discretion, including:

(i) Cash or check;

(ii) Surrender or withholding of Shares otherwise issuable under the RSUs or Prior Awards, as applicable, and having an aggregate Fair Market Value on the date of withholding no greater than the aggregate amount of such liabilities based on the maximum statutory withholding rates in your applicable jurisdiction;

(iii) Other property acceptable to the Company in its sole discretion (including cash resulting from a transaction (a "Sell to Cover") in which the Company, on your behalf, instructs Fidelity Stock Plan Services, LLC or one of its affiliates or another agent selected by the Company (collectively, the "Agent") to sell a number of Shares issued to you sufficient to meet the withholding obligation, as determined by the Company in its sole discretion, and to remit proceeds of such sale to the Company sufficient to satisfy the withholding obligation); or

(iv) By deduction from other compensation payable to you.

If the Company requires or permits a Sell to Cover:

(A) You hereby appoint the Agent as your agent and direct the Agent to (1) sell on the open market at the then prevailing market price(s), on your behalf, promptly after any RSUs (or Prior Awards) vest, such number of the Shares that are issued in respect of such RSUs (or subject to or issued in respect of such Prior Awards) as the Agent determines will generate sufficient proceeds to cover (x) any estimated tax, social insurance, payroll, fringe benefit or similar withholding obligations with respect to such vesting and (y) all applicable fees and commissions due to, or required to be collected by, the Agent with respect thereto and (2) in the Company's discretion, apply any remaining funds to your federal tax withholding or remit such remaining funds to you.

(B) You hereby authorize the Company and the Agent to cooperate and communicate with one another to determine the number of Shares to be sold pursuant to subsection (A) above. You understand that to protect against declines in the market price of Shares, the Agent may determine to sell more than the minimum number of Shares needed to generate the required funds.

(C) You understand that the Agent may effect sales as provided in subsection (A) above in one or more sales and that the average price for executions resulting from bunched orders will be assigned to your account. In addition, you acknowledge that it may not be possible to sell Shares as provided in subsection (A) above due to (1) a legal or contractual restriction applicable to the Agent, (2) a market disruption, or (3) rules governing order execution priority on the

national exchange where the Shares may be traded. In the event of the Agent's inability to sell Shares, you will continue to be responsible for the timely payment to the Company and/or its affiliates of all federal, state, local and foreign taxes that are required by applicable laws and regulations to be withheld, including but not limited to those amounts specified in subsection (A) above.

(D) You acknowledge that, regardless of any other term or condition of this Section 2.6(b), neither the Company nor the Agent will have any liability to you for (1) special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages of any kind, (2) any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond its reasonable control, or (3) any claim relating to the timing of any Sell to Cover, the price at which Shares are sold in any Sell to Cover, or the timing of the delivery to you of any Shares following any Sell to Cover. Regardless of the Company's or any Subsidiary's actions in connection with tax withholding pursuant to this Agreement, you acknowledge that the ultimate responsibility for any and all tax-related items imposed on you in connection with any aspect of the RSUs (and any Prior Awards) and any Shares issued upon vesting of the RSUs (or subject to or issued in respect of your Prior Awards) is and remains your responsibility and liability. Except as expressly stated herein, neither the Company nor any Subsidiary makes any commitment to structure the RSUs (or any Prior Award) to reduce or eliminate your liability for tax-related items.

(E) You hereby agree to execute and deliver to the Agent any other agreements or documents as the Agent reasonably deems necessary or appropriate to carry out the purposes and intent of this Section 2.6(b). The Agent is a third-party beneficiary of this Section 2.6(b).

This Section 2.6(b) shall survive termination of this Agreement until all tax withholding obligations arising in connection with this Award have been satisfied.

The Company shall not be obligated to deliver any Shares to you unless and until you have paid or otherwise satisfied in full the amount of all federal, state, local and foreign taxes required to be withheld in connection with the grant or vesting of the RSUs.

2.7 Rights as Stockholder. As a holder of RSUs you are not, and do not have any of the rights or privileges of, a stockholder of the Company, including, without limitation, any dividend rights or voting rights, in respect of the RSUs and any Shares issuable upon vesting thereof unless and until such Shares shall have been actually issued by the Company to you. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section II.A of Article Three of the Plan.

2.8 Conditions to Delivery of Shares. Subject to Section VI of Article Five of the Plan, the Shares deliverable hereunder, or any portion thereof, may be either previously authorized but unissued Shares or issued Shares which have then been reacquired by the Company. Such Shares shall be fully paid and nonassessable. The Company shall not be required to issue or deliver any Shares deliverable hereunder prior to fulfillment of all of the following conditions:

(a) The admission of such Shares to listing on all stock exchanges on which the Shares are then listed;

(b) The completion of any registration or other qualification of such Shares under any state, federal or foreign law or under rulings or regulations of the Securities and Exchange Commission or of any other governmental regulatory body, which the Plan Administrator shall, in its absolute discretion, deem necessary or advisable;

(c) The obtaining of any approval or other clearance from any state, federal or foreign governmental agency which the Plan Administrator shall, in its absolute discretion, determine to be necessary or advisable;

(d) The receipt by the Company of full payment for such Shares, including payment of any applicable withholding tax, which may be in one or more of the forms of consideration permitted under Section 2.6 hereof; and

(e) The lapse of such reasonable period of time following the vesting of any Restricted Stock Units as the Plan Administrator may from time to time establish for reasons of administrative convenience.

ARTICLE III

OTHER PROVISIONS

3.1 Administration. The Plan Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Plan Administrator in good faith shall be final and binding upon you, the Company and all other interested persons. No member of the Plan Administrator or the Board shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, this Agreement or the RSUs.

3.2 Adjustments Upon Specified Events. In addition, upon the occurrence of certain events relating to the Shares contemplated by Section V.E of Article One and Section II of Article Three of the Plan (including, without limitation, an extraordinary cash dividend on such Shares), the Plan Administrator shall make such adjustments as the Plan Administrator deems appropriate in the number of Restricted Stock Units then outstanding and the number and kind of securities that may be issued in respect of the Restricted Stock Units. You acknowledge that the RSUs are subject to modification and termination in certain events as provided in this Agreement and Articles One and Three of the Plan.

3.3 Grant is Not Transferable. Your RSUs may not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the RSUs, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, the RSUs will terminate immediately and will become null and void.

3.4 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to Participant shall be addressed to Participant at the Participant's last address reflected on the Company's records, including any email address. By a notice given pursuant to this Section 3.4, either party may hereafter designate a different address for notices to be given to that party. Any notice to the Company shall be deemed given when actually received. Any notice given by the Company shall be deemed given when sent via email or 5 U.S. business days after mailing.

3.5 Titles. Titles provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

3.6 Governing Law; Severability. The laws of the State of California shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

3.7 Conformity to Securities Laws. You acknowledge that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, and state and foreign securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the RSUs are granted, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

3.8 Amendments, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Plan Administrator or the Board, *provided*, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the RSUs in any material way without your prior written consent.

3.9 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth in Section 3.3 hereof, this Agreement shall be binding upon Participant and his or her heirs, executors, administrators, successors and assigns.

3.10 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if you are subject to Section 16 of the Exchange Act, the Plan, the RSUs and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by and necessary to comply with applicable law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

3.11 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon you any right to continue to serve as an employee or other service provider of the Company or any of its Subsidiaries.

3.12 Dispute Resolution. By accepting the RSUs, if you are an employee providing services in the U.S., you agree to the provisions of, and to be bound by, the Broadcom Inc. Mandatory Employment Arbitration Agreement attached as Exhibit B hereto (the “**Arbitration Agreement**”). In the event you violate the Arbitration Agreement, the RSUs will thereupon be cancelled for no consideration.

3.13 Entire Agreement. The Plan, the Notice of Grant and this Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

3.14 Section 409A. The RSUs are not intended to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, “**Section 409A**”). However, notwithstanding any other provision of the Plan or this Agreement, if at any time the Plan Administrator determines that the RSUs (or any portion thereof) may be subject to Section 409A, the Plan Administrator

shall have the right in its sole discretion (without any obligation to do so or to indemnify you or any other person for failure to do so) to adopt such amendments to the Plan or this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Plan Administrator determines are necessary or appropriate either for the RSUs to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

3.15 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. Neither the Plan nor any underlying program, in and of itself, has any assets. The Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to RSUs, as and when payable hereunder.

3.16 Additional Terms for Participants Providing Services Outside the United States. To the extent you provide services to the Company or a Subsidiary in a country other than the United States, the RSUs shall be subject to such additional or substitute terms as shall be set forth for such country in Exhibit A attached hereto. If you relocate to one of the countries included in Exhibit A during the life of the RSUs, Exhibit A, including the provisions for such country, shall apply to you and the RSUs, to the extent the Company determines that the application of such provisions is necessary or advisable in order to comply with applicable law or facilitate the administration of the Plan. In addition, the Company reserves the right to impose other requirements on the RSUs and the Shares issued upon vesting of the RSUs, to the extent the Company determines it is necessary or advisable in order to comply with local laws 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.

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**EXHIBIT A
TO BROADCOM CORPORATION
2012 STOCK INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT**

This Exhibit A includes (i) additional terms and conditions applicable to all Participants providing services to the Company or a Subsidiary outside the United States, and (ii) additional terms applicable to Participants providing services to the Company or a Subsidiary in the countries identified below. These terms and conditions are in addition to those set forth in the Agreement and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail. Any capitalized term used in this Exhibit A without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

For your convenience and information, we have provided certain general information regarding some of the tax and/or exchange control requirements that may apply to participants in certain of the countries identified in Section II below. Such information is current only as of November 2018 (except as otherwise indicated below), and the Company undertakes no obligation to update any such information and does not ensure that it is complete or correct. This information may not apply to your individual situation, and may not be current as of any particular date in the future. The absence of any information on tax or foreign exchange requirements for any particular country should not be regarded as an indication that no such requirements may apply in that country. The laws, rules and regulations of any country regarding the holding of securities may be subject to frequent change.

You are advised to seek appropriate professional advice as to how the relevant exchange control and tax laws in your country may apply to your individual situation.

I. GLOBAL PROVISIONS APPLICABLE TO PARTICIPANTS IN ALL COUNTRIES OTHER THAN THE UNITED STATES

1. General Acknowledgements and Agreements: You further acknowledge and agree that:

(a) No Guarantee of Continued Service. THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO THE VESTING SCHEDULE WILL OCCUR ONLY IF YOU CONTINUE AS A DIRECTOR, CONSULTANT OR EMPLOYEE (AS APPLICABLE) TO THE COMPANY OR A SUBSIDIARY THROUGH THE APPLICABLE VESTING DATE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A DIRECTOR, CONSULTANT OR EMPLOYEE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH YOUR RIGHT OR THE RIGHT OF THE COMPANY OR ANY SUBSIDIARY TO EFFECT A TERMINATION OF SERVICES AT ANY TIME, WITH OR WITHOUT CAUSE, NOR SHALL IT BE CONSTRUED TO AMEND OR MODIFY THE TERMS OF ANY CONSULTANCY, DIRECTORSHIP, EMPLOYMENT OR OTHER SERVICE AGREEMENT BETWEEN YOU AND THE COMPANY OR ANY SUBSIDIARY.

(b) The Plan is discretionary in nature and that, subject to the terms of the Plan, the Company can amend, cancel or terminate the Plan at any time.

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- (c) The grant of the RSUs under the Plan is voluntary and occasional and does not give you any contractual or other right to receive RSUs or benefits in lieu of RSUs in the future, even if you have received RSUs repeatedly in the past.
- (d) All determinations with respect to any future awards, including, but not limited to, the times when awards under the Plan shall be granted and the terms thereof, including the time or times when any RSUs may vest, will be at the sole discretion of the Company.
- (e) Your participation in the Plan is voluntary.
- (f) The value of the RSUs is an extraordinary item of compensation that is outside of the scope of your directorship, consultancy or employment contract or relationship.
- (g) The RSUs are not part of normal or expected compensation or salary for any purpose, including, without limitation, calculating severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or similar payments.
- (h) The RSUs shall expire, terminate and be forfeited upon your Termination of Services for any reason, except as otherwise explicitly provided in this Agreement and/or the Plan.
- (i) The future value of the Shares that may be issued upon vesting of the RSUs is unknown and cannot be predicted with any certainty.
- (j) If you are not an employee of the Company as of the grant date shown on the Notice of Grant, the grant of the RSUs shall in no event be understood or interpreted to mean that the Company is your employer or that you have an employment relationship with the Company.
- (k) No claim or entitlement to compensation or damages arises from the expiration, termination or forfeiture of the RSUs or any portion thereof. You irrevocably release the Company, its parent(s) and subsidiaries from any such claim. Such a claim will not constitute an element of damages in the event of a Termination of Services for any reason, even if the termination is in violation of an obligation of the Company or any Subsidiary, to you.
- (l) Neither the Company nor any Subsidiary has provided you, and nor will they provide you, with any specific tax, legal or financial advice with respect to the RSUs, the Shares issuable upon vesting of RSUs, this Agreement or the Plan. Neither the Company nor any Subsidiary is making nor have they made any recommendations relating to your participation in the Plan, the receipt of the RSUs or the acquisition or sale of Shares upon vesting of RSUs.
- (m) You shall bear any and all risk associated with the exchange of currency and the fluctuation of currency exchange rates in connection with this Award, including without limitation in connection with the sale of any Shares issued upon vesting of the RSUs ("Currency Exchange Risk"), and you hereby waive and release the Company and its Subsidiaries from any claims arising out of Currency Exchange Risk.
- (n) You agree that it is your responsibility to comply, and you shall comply, with any and all exchange control requirements applicable to the RSUs and the sale of Shares issued upon vesting of the RSUs and any resulting funds including, without limitation, reporting or repatriation requirements.

(o) Neither the Company nor any Subsidiary is responsible for your legal compliance requirements relating to the RSUs or the ownership and possible sale of any Shares issued upon vesting of the RSUs, including, but not limited to, tax reporting, the exchange of U.S. dollars into or from your local currency, the transfer of funds to or from the United States, and the opening and use of a U.S. brokerage account.

(p) If this Agreement, the Plan, any website or any other document related to the Restricted Stock Units is translated into a language other than English, and if the translated version is different from the English version, the English language version will take precedence. You confirm having read and understood the documents relating to the Plan and the RSUs, including, without limitation, this Agreement, which were provided to you in English, and waive any requirement for the Company to provide these documents in any other language.

(q) Your right to vest in the RSUs will terminate effective as of the date that is the earlier of (1) the effective date of the your Termination of Services (whether or not in breach of local labor laws), or (2) the date you are no longer actively providing service, regardless of any notice period or period of pay in lieu of such notice required under applicable laws (including, but not limited to statutory law, regulatory law and/or common law); the Company shall have the exclusive discretion to determine when the you are no longer actively providing service for purposes of the RSUs.

(r) To the extent you are providing services in a country identified in Section II of this Exhibit A, you understand and agree that the provisions for such country apply and are incorporated into the Agreement.

2. Consent to Personal Data Processing and Transfer. The entities listed in **Annex 1** (the “Broadcom Entities”) may hold, and by accepting the RSUs you consent to their holding, your personal information, including your name, home address, telephone number, date of birth, social security number or other employee tax identification number, national identification number, passport number, employment history and status, salary, nationality, job title, and information about any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in your favor (the “Data”).

The Broadcom Entities use the Data for the purpose of implementing, managing and administering the Plan and employee compensation and for compliance and financial reporting purposes (the “**Purpose**”).

The Broadcom Entities may transfer, and by accepting the RSUs you consent to any such transfer of, the Data to other Broadcom Entities, to entities listed in **Annex 2** or to other entities to assist the Broadcom Entities in the Purpose. The Broadcom Entities may also make the Data available to public authorities where required by law or regulation. The third parties and public authorities may be located in the United States, the European Economic Area, or elsewhere, including in territories where data protection laws may not be as protective as in your jurisdiction of residence.

You may, at any time, review the Data, require any necessary amendments to it or withdraw the consents given herein in writing by contacting the Company through your local H.R. Director. If you withdraw your consent, you must do so by writing to the Company’s Stock Administration Department, 1320 Ridder Park Drive, San Jose, CA 95131, U.S.A., or sending an email to stockadmin.pdl@broadcom.com. If you withdraw your consent, the Company will not be able to administer this award. Accordingly, if you withdraw your consent, this Award will be cancelled when your withdrawal is received.

I agree that the Broadcom Entities and third parties may process my Data as described above, including transfer to and use in countries in which data protection laws may not be as protective as in my jurisdiction of residence.

II. COUNTRY SPECIFIC PROVISIONS APPLICABLE TO PARTICIPANTS WHO PROVIDE SERVICES IN THE IDENTIFIED COUNTRIES

ARGENTINA

Securities Notification.

Neither the RSUs nor the underlying Shares are publicly offered or listed on any stock exchange in Argentina. The offer of RSUs is private and is not subject to the supervision of any Argentine governmental authority.

Exchange Control Reporting.

The Argentine Central Bank maintains an investment registry to, among other things, monitor investments of Argentine residents maintained abroad. The investment registry established by Communication "A" 4305 requires that a report be filed if the value of the holdings abroad, including equity and real estate, is equal to greater than US\$1,000,000.

AUSTRALIA

Definitions.

For the purposes of this section:

"ASIC" means the Australian Securities & Investments Commission;

"Australian Offerees" means all persons to whom an offer or invitation of Restricted Stock Units are made in Australia under the Plan;

"Corporations Act" means the Corporations Act 2001 (Cth);

"Exchange" means the NASDAQ Global Select Market or any other exchange on which the Shares are traded or quoted; and

"Related Body Corporate" has the meaning given in section 50 of the Corporations Act.

General Advice Only.

Any advice given by the Company or a Related Body Corporate of the Company in relation to the RSUs offered under the Plan does not take into account an Australian Offeree's objectives, financial situation and needs. Australian Offerees should consider obtaining their own financial product advice from an independent person who is licensed by ASIC to give such advice.

Acquisition Price.

No acquisition price is payable by you for the Company to grant you the number of RSUs set forth in the Notice of Grant.

Risks of Acquiring Shares.

The paragraph below provides general information about the risks of acquiring and holding Shares. Before acquiring RSUs, you should satisfy yourself that you have a sufficient understanding of these matters and should consider whether Shares are a suitable investment for you, considering your own investment objectives, financial circumstances and taxation position.

Factors that could affect the market price of the Shares include any risks associated with any loss of the Company's significant customers and fluctuations in the timing and volume of significant customer demand; the Company's dependence on contract manufacturers and outsourced supply chain; the Company's dependency on a limited number of suppliers; any acquisitions the Company may make, such as delays, challenges and expenses associated with receiving governmental and regulatory approvals and satisfying other closing conditions, and with integrating acquired companies with the Company's existing businesses and the Company's ability to achieve the benefits, growth prospects and synergies expected from such acquisitions; the Company's ability to accurately estimate customers' demand and adjust its manufacturing and supply chain accordingly; the Company's significant indebtedness, including the need to generate sufficient cash flows to service and repay such debt; increased dependence on a small number of markets and the rate of growth in these markets; dependence on and risks associated with distributors of the Company's products; dependence on senior management; quarterly and annual fluctuations in operating results; global economic conditions and concerns; cyclicalities in the semiconductor industry or in the Company's target markets; the Company's competitive performance and ability to continue achieving design wins with its customers, as well as the timing of those design wins; prolonged disruptions of the Company's or its contract manufacturers' manufacturing facilities or other significant operations; the Company's ability to improve its manufacturing efficiency and quality; the Company's dependence on outsourced service providers for certain key business services and their ability to execute to the Company's requirements; the Company's ability to maintain or improve gross margin; the Company's overall cash tax costs, legislation that may impact the Company's effective tax rate and the Company's ability to maintain tax concessions in certain jurisdictions; the Company's ability to protect its intellectual property and the unpredictability of any associated litigation expenses; any expenses or reputational damage associated with resolving customer product and warranty and indemnification claims; the Company's ability to sell to new types of customers and to keep pace with technological advances; market acceptance of the end products into which the Company's products are designed; and other events and trends on a national, regional and global scale, including those of a political, economic, business, competitive and regulatory nature.

The foregoing information is as of March 15, 2018. For more information about these and other risks related to an investment in the Company's Shares, please see the Annual Report on Form 10-K for the fiscal year ended October 29, 2017, filed by Broadcom Limited, a company organized under the laws of Singapore ("**Broadcom-Singapore**"), and subsequent Quarterly Reports on Form 10-Q filed by Broadcom-Singapore or the Company with the U.S. Securities and Exchange Commission, available at www.sec.gov or <http://investors.broadcom.com/phoenix.zhtml?c=203541&p=irol-sec>. Subsequently filed Forms 10-K and 10-Q may have more recent information.

In addition, there is no assurance that we will continue to pay dividends or that such payments will remain constant or increase. Payment of future dividends, if any, and the timing and amount of any dividends we determine to pay, are at the discretion of our Board of Directors.

Market Price in Australian Dollars.

An Australian Offeree could, from time to time, ascertain the market price of Shares by obtaining that price from the Exchange website, the Company website or The Wall Street Journal, and multiplying that price by a published exchange rate to convert U.S. Dollars into Australian Dollars.

AUSTRIA

Exchange Control Information.

If you hold Shares acquired pursuant to RSUs outside of Austria, you must submit a report to the Austrian National Bank. An exemption applies if the value of the Shares as of the end of any given calendar year does not exceed €5,000,000. If this threshold is exceeded, yearly reporting obligations are imposed. If the value of the shares as of the end of any given calendar year exceeds €30,000,000, quarterly reporting obligations are imposed. Such amounts are the amounts in effect as of November 2018 and may change in the future. The annual reporting date is December 31 and the deadline for filing the annual report is January 31 of the following year. The quarterly reporting date is the last day of the calendar quarter and the deadline for filing the quarterly report is on the fifteenth day of the following calendar month. These rules also apply for the acquisition and selling of shares.

If the value of all your accounts abroad exceeds €10,000,000 or euro equivalent, the movements and balances of all accounts must be reported as of the last day of each month, on or before the fifteenth day of the following month, on the prescribed form (Meldungen SI-Forderungen und/oder SI-Verpflichtungen).

Consumer Protection Information.

If the provisions of the Austrian Consumer Protection Act are considered to be applicable to the Agreement and the Plan, you may be entitled to revoke your acceptance of the Agreement under the conditions listed below:

- (i) If you accept the RSUs outside the business premises of the Company or its relevant Subsidiary, you may be entitled to revoke your acceptance of the Agreement, provided the revocation is made within one week after you accept the Agreement.
- (ii) The revocation must be in written form to be valid. It is sufficient if you return the Agreement to the Company or the Company's representative with language which can be understood as your refusal to conclude or honor the Agreement, provided the revocation is sent within the period set forth above.

BELARUS

No country-specific provisions.

BELGIUM

Tax Information.

Sales of Shares you acquire hereunder will generally be subject to a transaction tax (at the rate of 0.27%, up to a cap) upon your sale of the Shares, which you will be responsible for reporting and paying. If you sell through a Belgian bank or broker, that bank or broker may facilitate reporting and payment of this tax on your behalf. Alternatively, if you sell through another bank or broker, you should report and pay the tax directly. Consult your tax advisor or the website of the General Administration of Taxation for more information.

Foreign Asset/Account Reporting Information.

You are required to report any taxable income attributable to RSUs and Shares on your annual tax return. In addition, you are required to report any bank accounts opened and maintained outside Belgium on your annual tax return. In a separate report, you may be required to provide the National Bank of Belgium with certain details regarding such foreign accounts (including the account number, bank name and country in which any such account was opened). You should consult with your personal tax advisor to determine your personal reporting obligations.

BULGARIA

No country-specific provisions.

CANADA

French Language Provisions.

The following provisions will apply if you are a resident of Quebec: The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention (“Agreement”), ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à la présente convention.

Award Payable Only in Shares.

The grant of the RSUs does not give you any right to receive a cash payment, and the RSUs are payable in Shares only.

CHILE

Securities Notification.

Neither the Company, the Plan nor the Shares offered under the Plan have been registered in the *Registro de Valores* (Securities Registry) or in the *Registro de Valores Extranjeros* (Foreign Securities Registry) maintained by the Chilean Commission for the Financial Market (“CMF”) and they are not subject to the control of the CMF. The offering is ruled by number 2 of *Norma de Carácter General* 345 issued by the CMF (“*General Regulation* 345”). As the Shares are not registered, the Company has no obligation under Chilean law to deliver public information regarding the Shares in Chile. The Shares cannot be publicly offered in Chile unless they are registered in the corresponding securities registry of the CMF or they comply with General Regulation 345 of the CMF. The commencement date of the offer is the Grant Date indicated in the beginning of this Agreement.

*La Compañía y las acciones de la Empresa (las “Acciones”) no han sido registradas en el Registro de Valores o en el Registro de Valores Extranjeros que lleva la Comisión para el Mercado Financiero de Chile (“CMF”). Esta oferta se acoge al numeral 2 de la Norma de Carácter General 345 de la CMF. Por tratarse de valores no inscritos, la Compañía no tiene obligación bajo la ley chilena de entregar en Chile información pública acerca de las Acciones. Las Acciones no pueden ser ofrecidas públicamente en Chile en tanto éstas no se inscriban en el Registro de Valores de la CMF correspondiente o cumplan las condiciones establecidas en la Norma de Carácter General 345 de la CMF. La fecha de inicio de la presente oferta es la indicada en la portada de este documento como “**the Grant Date**”.*

Foreign Asset Reporting.

If you are domiciled or residing in Chile, you must report to the Central Bank of Chile that, under the Agreement, you have acquired shares abroad but only if they are worth more than US\$10,000 or its equivalent in other foreign currency.

If you have off-shore investments, including shares acquired from the Plan, exceeding USD 5,000,000, you must file Annexes 3.1 and 3.2 of Chapter XII of the Manual (also available at www.bcentral.cl) with the Central Bank of Chile within the 45-day period following the end of March, June and September of each year and within a 60-day period after December 31 of each year. It is your responsibility to make this filing and failure complete such filings on time may result in the imposition of fines.

If you are domiciled in Chile, any payment or remittance of foreign currency into Chile (e.g. proceeds from the sale of Shares, payment of dividends) arising from foreign investments maintained abroad must be carried out through a Formal Exchange Market Entity (“EMCF”: banks and other authorized entities). You must report the details of any such remittance to the commercial bank involved (or other EMCF).

Tax Reporting and Registration Information.

If you wish to receive credit in Chile for any tax paid abroad on any dividends received pursuant to the Shares, you must register Shares you receive upon vesting of the RSUs with the Registry of Foreign Investments (*Registro de Inversiones en el Extranjero*) kept by the Chilean Internal Revenue Services (the “CIRS”). You should consult with your personal legal and tax advisor about the tax consequences derived from this Plan, about how to register the Shares with the CIRS and about the obligation to file any tax affidavits that may be required from time to time by the CIRS in connection with your participation in the Plan, your investment in Shares, their disposition or any dividends received in connection therewith.

CHINA

Tax Withholding.

You agree that the Company, in its sole discretion, may satisfy any withholding obligations in respect of the RSUs by (i) withholding Shares otherwise issuable to you upon vesting of the RSUs, (ii) instructing a broker on your behalf to sell Shares issuable to you upon vesting of the RSUs and submit proceeds of such sale to the Company or (iii) using any other method permitted by Section 2.6 of the Agreement or the Plan.

Settlement of RSUs and Sale of Shares.

The following provisions supplement Section 2.6(b) of the Agreement.

Sale of Shares May be Required.

The Company may, in its sole discretion, require you to sell at, or any time following, vesting, the Shares you receive when your RSUs vest. You authorize the Company or a brokerage firm designated by the Company to perform this transaction for you and agree that applicable commissions and fees due in connection with the sale may be deducted from your proceeds. You acknowledge that such Shares will be sold at prevailing market prices and waive any claim based on the timing of the sale or the price received for the Shares.

The award agreements for some restricted stock units granted to you in the past (if any), whether under the Plan or any other Company equity incentive plan (collectively, the “**Prior RSUs**”) may have required that whenever such Prior RSUs vest, all Shares issued as a result of such vesting must be sold. You agree that, with respect to the Prior RSUs (if any), the Company may require a Sell to Cover when Prior RSUs vest and allow you to hold the remaining Shares, subject to compliance with these country provisions for China. The award agreements covering your Prior RSUs (if any) will be deemed amended to the extent necessary to reflect this paragraph.

If Sale of Shares is not Required at Vest.

When your RSUs vest, if the Company does not require the immediate sale of the Shares you are entitled to receive, the Company may require that you retain those Shares in your account at a brokerage firm designated by the Company until you sell the Shares, even if you stop providing services for the Company or a Subsidiary.

Following your Termination of Services, the Company may restrict your ability to sell or transfer any Shares remaining in your account and sell those Shares at a time determined by the Company in its sole discretion. You agree not to bring any claim against the Company, any Subsidiary or the Agent based on the timing of any such sale or the price at which any such Shares are sold.

Without limiting the foregoing, all the Shares issued in respect of your RSUs or your Prior RSUs (if any) must be sold within six (6) months following your Termination of Services. The Company may, in its sole discretion, require you to sell at any time during this six (6)-month period, such Shares. Any Shares issued in respect of your RSUs or your Prior RSUs (if any) that remain in your account at a brokerage firm during the last two (2) weeks of such six (6)-month period may be automatically sold by the Agent during such two (2) week period, with the actual date of such sale determined by the Company or the Agent in its sole discretion. Neither the Company nor the Agent will guarantee the sale price for any such sale and you shall be solely responsible for fluctuations in the value of the Shares until sale. The award agreements covering your Prior RSUs (if any) will be deemed amended to the extent necessary to reflect this paragraph.

Payment of Sale Proceeds.

You understand and agree that, pursuant to exchange control requirements in China, you may be required to repatriate to China the cash proceeds from the sale of the Shares issued upon the settlement of the RSUs and that the Company may be required to effect that repatriation through a special exchange control account established by the Company or a Subsidiary. You agree that any proceeds from the sale of any Shares you acquire may be transferred to such special account prior to being delivered to you. You also understand that there may be significant delays in delivering the funds to you due to exchange control requirements in China and agree not to make any claim against the Company or any Subsidiary as a result of the amount of time it takes to deliver the funds to you.

Proceeds may be paid to you in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to you in U.S. dollars, you will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid to you in local currency, the Company is under no obligation to obtain any particular exchange conversion rate and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions.

Further Actions.

You further agree to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

COLOMBIA

Exchange Control Requirements.

By accepting this Award, you understand that you are generally required to register large international investments (generally over US\$500,000) with the Colombian Central Bank (by completing and submitting a 'Form 11'). In addition, repatriation of any sales proceeds of from the Shares may need to be affected through the foreign exchange market in order to comply with Colombian foreign exchange requirements. You are advised to consult your own advisors regarding these requirements.

CZECH REPUBLIC

No country-specific provisions.

DENMARK

Labor Law Acknowledgement.

By accepting this Award, you acknowledge that you understand and agree that the RSUs relate to future services to be performed and do not form any part of, and are not, a bonus or compensation for past services.

Stock Option Act.

With respect to Danish employees comprised (covered) by the Danish Stock Option Act, the following shall apply:

You acknowledge that you have received an employer statement in Danish setting forth the terms of your Award, a copy of which is included as Annex 3 to this Exhibit A.

In the event that (i) your employer ("**Employer**") terminates your employment for reasons other than your breach of the terms or conditions of your employment or any applicable employment agreement covering you (collectively, the "**Employment Terms**"), or (ii) you terminate the Employment Terms due to material breach on the part of the Company or Employer, you, irrespective of the termination, will be entitled to receive settlement of any granted RSUs in accordance with this Agreement and the Plan.

If you terminate your employment with Employer without the Company or Employer being in material breach of the Employment Terms, all RSUs will be forfeited and lapse without further notice or compensation.

If Employer terminates and/or summarily dismisses you due to your breach of the Employment Terms, all unvested RSUs will be forfeited and lapse without further notice or compensation at the effective date of termination.

In the event of your death, the RSUs will lapse without further notice and compensation as at the time of death. The estate and/or the beneficiaries are subject to the terms governing the RSUs and the related Shares, including this Agreement and the Plan.

Upon retirement due to old age (“folkepension”) or separate agreement in this respect and in the event of disability, you, irrespective of the termination of employment, will be entitled to settlement of unvested RSUs in accordance with the terms of this Agreement and the Plan.

The Restricted Stock Units are not to be included in the calculation of holiday allowance, severance pay, statutory allowance and compensation, pension and similar payments.

For the avoidance of doubt, under this heading, the term “**Stock Option Act**” shall only apply to employees who by virtue of applicable choice of law rules fall within Danish employment law regulations and the scope of the Danish Stock Option Act.

Foreign Bank Account Reporting.

If you establish an account holding Shares or an account holding cash outside of Denmark, you must report the account to the Danish Tax Administration, the form for which can be obtained from a local bank. (Please note that these obligations are separate from and in addition to the obligations described below.)

Exchange Control and Tax Reporting Notification.

To the extent permitted by the Company, you may hold Shares acquired under the Plan in a safety-deposit account (e.g., brokerage account) with either a Danish bank or with an approved foreign broker or bank. If the Shares are held with a non-Danish broker or bank, you are required to inform the Danish Tax Administration about the safety-deposit account. For this purpose, a Danish Plan participant must file a Declaration V (Erklæring V) with the Danish Tax Administration. Both you and the bank/broker must sign the Declaration V. By signing the Declaration V, the bank/broker undertakes an obligation, without further request from you, not later than February 1 of each year, to forward certain information to the Danish Tax Administration concerning the content of the account. In the event that the applicable broker or bank with which the account is held does not wish to, or pursuant to the laws of the country in question, is not allowed to assume such obligations to report, you will be solely responsible for providing certain details regarding the foreign account and any shares acquired and held in such account to the Danish Tax Administration as part of your annual income tax return. By signing the Declaration V, you at the same time authorize the Danish Tax Administration to examine the account. A sample of the Declaration V can be found at: www.skat.dk/getFile.aspx?Id=47392.

In addition, when you open a deposit account or brokerage account for the purpose of holding cash outside of Denmark, the account will be treated as a deposit account because cash may be held in the account. Therefore, you must also file a Declaration K (Erklæring K) with the Danish Tax Administration. Both you and the bank/broker must sign the Declaration K. By signing the Declaration K, the bank/broker undertakes an obligation, without further request from you, not later than February 1 of each year, to forward certain information to the Danish Tax Administration concerning the content of the account. In the event that the applicable financial institution with which the account is held does not wish to, or pursuant to the laws of the country in question, is not allowed to assume such obligations to report, you will be solely responsible for providing certain details regarding the foreign account and any shares acquired and held in such account to the Danish Tax Administration as part of your annual income tax return. By signing the Declaration K, you at the same time authorize the Danish Tax Administration to examine the account. A sample of the Declaration K can be found at: www.skat.dk/getFile.aspx?Id=42409&newwindow=true.

Definitions.

The definition of “Termination of Services” shall be replaced in its entirety by the following definition:

“**Termination of Services**” shall mean Participant’s Termination of Employment.

The definition of “Termination of Employment” shall be replaced in its entirety by the following definition:

“**Termination of Employment**” shall mean the time when the employee-employer relationship between Participant and the Company or any Subsidiary is terminated for any reason, including, but not by way of limitation, a termination by resignation, discharge, death, disability or retirement; but excluding terminations where there is a simultaneous reemployment or continuing employment of Participant by the Company or any Subsidiary. The Plan Administrator, in its absolute discretion, shall determine the effect of all matters and questions relating to Termination of Employment, including, but not by way of limitation, the question of whether a particular leave of absence constitutes a Termination of Employment.

Notice to Participants.

These country provisions for France amend the terms of the Agreement for Participants based in France. Only employees of the Company or a Subsidiary are eligible to be granted RSUs or be issued Shares under the Agreement. Other service providers (including Consultants and Non-Employee Directors) who are not employees are not eligible to receive RSUs under the Agreement in France. Accordingly, all references in the Agreement to the Participant’s service or termination of service shall be interpreted as references to the Participant’s employment or Termination of Employment.

The RSUs are intended to qualify for the tax treatment provided for under the French Finance bill for 2017 (article 61 of the French Finance law n° 2016-1917 dated 29 December).

Terms and Conditions.

Sale Restrictions.

Any Shares delivered to you upon vesting of RSUs before the second anniversary of the Grant Date may not be sold until after the second anniversary of the Grant Date. The Company may enforce this restriction.

Any Shares you receive upon vesting of RSUs may not be sold during the following “closed periods” under French law and the Company may enforce this restriction:

- During the 10 trading days before and 3 trading days following the publication of the Company’s annual financial statements, and
- During the period beginning when the Company’s board of directors become aware of any information, which, were it to be public knowledge, could have a significant impact on the market price of Shares, and ending 10 trading days after the information becomes public knowledge.

Treatment upon Death or Disability.

Notwithstanding any contrary provision in the Agreement, if your Termination of Services occurs as a result of your death, any outstanding RSUs shall vest immediately. The Shares issued upon such vesting shall not be subject to the restrictions on sale described under “Sale Restrictions” above.

If your Termination of Services occurs as a result of your disability as per the definition given by second (2nd) or third (3rd) category of article L. 341-4 of the French Social Security Code, then any Shares previously issued upon vesting of the RSUs shall not be subject to the restrictions on sale described under “Sale Restrictions” above.

Special Tax Consequences.

You agree to indemnify the Company, any Subsidiary and your employing company, if different, from and against any liability for or obligation to pay any Tax Liability (a “**Tax Liability**” being any liability for income tax, withholding tax and any other employment related taxes or social insurance or social security contributions in any jurisdiction) that is attributable to the loss of the tax qualification described above that occurs as a result of your action.

FINLAND

No country-specific provisions.

GERMANY

Tax Indemnity.

You agree to indemnify the Company, any Subsidiary and your employing company, if different, from and against any liability for or obligation to pay any Tax Liability (a “**Tax Liability**” being any liability for income tax, withholding tax and any other employment related taxes in any jurisdiction, including but not limited to wage tax, solidarity surcharge, church tax or social security contributions) that is attributable to (1) the grant or vesting of, or any benefit you derive from, the RSUs, (2) your acquisition of Shares on settlement of the RSUs, or (3) the disposal of any Shares.

Exchange Control Information.

Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If you use a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of Shares acquired under the Plan, the bank will make the report for you. In addition, you must report any receivables, payables, or debts in foreign currency exceeding an amount of €5,000,000 on a monthly basis. Finally, you must report on an annual basis if you hold Shares that exceed 10% of the total voting capital of the Company.

GREECE

No country-specific provisions.

HONG KONG

Securities Notification.

Warning: The RSUs and Shares issued at settlement do not constitute a public offering of securities under Hong Kong law and are available only to Employees, Consultants and Non-Employee Directors of the Company, its parent, Subsidiaries or affiliates. The Agreement, including this Exhibit A, the Plan and other incidental award documentation have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong, nor has the award documentation been reviewed by any regulatory authority in Hong Kong. The RSUs are intended only for the personal use of the recipient Participant and may not be distributed to any other person. If you are in any doubt about any of the contents of the Agreement, including this Exhibit A, or the Plan, you should obtain independent professional advice.

Sale of Shares.

In the event the RSUs vest and are settled within six months of the Grant Date, you agree that you will not dispose of any Shares acquired prior to the six-month anniversary of the Grant Date.

Nature of Scheme.

The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

Award Payable Only in Shares.

The grant of RSUs does not give you any right to receive a cash payment, and the RSUs are payable in Shares only.

INDIA

Foreign Assets Reporting Information. You must declare foreign bank accounts and any foreign financial assets (including Shares subject to the RSUs held outside India) in your annual tax return. It is your responsibility to comply with this reporting obligation and you should consult with your personal tax advisor in this regard. Indian residents should consult with their personal tax advisor to determine their personal reporting obligations.

Exchange Control Information. You must repatriate any proceeds from the sale of Shares acquired under the Plan or the receipt of any dividends to India within 90 days of receipt and convert such amounts to local currency within 180 days of receipt. You must obtain a foreign inward remittance certificate (“**FIRC**”) from the bank where you deposit the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or your employer requests proof of repatriation.

IRELAND

Director Reporting Obligation.

If you are a director, shadow director or secretary of a parent or subsidiary in Ireland, you must notify the Irish parent or subsidiary in writing within five business days of receiving or disposing of an interest in the Company (e.g., Restricted Stock Units, Shares), or within five business days of becoming aware of the event giving rise to the notification requirement or within five days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of your spouse or children under the age of 18 (whose interests will be attributed to the you if you are a director, shadow director or secretary).

Award Payable Only in Shares.

The grant of the RSUs does not give you any right to receive a cash payment, and the RSUs are payable in Shares only.

Definitions.

The following definitions supplement the definitions set forth in the Agreement:

A. “**Holding Period**” shall mean the holding period required with respect to Capital Gain Awards, which is currently 24 months from the date of grant.

B. “**Plan**” shall mean the Broadcom Corporation 2012 Stock Incentive Plan, as amended and restated from time to time, and the Addendum for Participants in Israel.

All capitalized terms that are not defined in these country provisions for Participants in Israel shall have the meaning assigned to them in the Plan (as defined above) or the Agreement.

Capital Gain Award. The Award is intended to be a Capital Gain Award (as defined in the Plan). In the event of any inconsistencies between the provisions of these country provisions for Participants in Israel and the Agreement, the provisions of these country provisions for Participants in Israel shall govern the Award and any related Shares.

By accepting the Agreement, you: (a) acknowledge receipt of and represent that you have read and are familiar with the Agreement, the Plan and these country provisions for Participants in Israel; (b) accept the Award subject to all of the terms and conditions of the Agreement and the Plan (including these country provisions for Participants in Israel); (c) agree that the Award will be issued to and deposited with the Trustee (as defined in the Plan) and shall be held in trust for your benefit as required by law and any approval by the Israel Tax Authority (“ITA”) pursuant to the terms of the Ordinance and the Plan; and (d) accept the provisions of the trust agreement signed between the Company and the Trustee. Furthermore, by accepting the Agreement, you confirm that you are familiar with the terms and provisions of Section 102, and agree that you will not require the Trustee to release the Awards or Shares to you, including any rights issued to you as a consequence of holding such Awards or Shares, or to sell the Awards or Shares to a third party during the Holding Period, unless permitted to do so by applicable law.

You are advised to consult with your personal tax advisor with respect to the tax consequences of receiving the RSUs and the issuance of Shares in settlement of vested RSUs.

Limited Transferability.

These provisions supplement Section 3.3 of the Agreement:

As long as your Award or any issued Shares are held by the Trustee on your behalf, all of your rights over the Award or the Shares are personal and cannot be transferred, assigned, pledged or mortgaged, other than by will or the laws of descent and distribution.

With respect to a Capital Gain Award, subject to the provisions of the Plan, Section 102 and any rules or regulations or orders or procedures promulgated thereunder, to obtain favorable tax treatment for Capital Gain Awards, you may not sell or release from trust any Shares received upon vesting of the Award and/or any Shares received subsequently following any realization of rights, including without limitation, bonus Shares, until the lapse of the Holding Period. Notwithstanding the above, if any such sale or release occurs during the Holding Period, the sanctions under Section 102 and under any rules or regulation or orders or procedures promulgated thereunder will apply to and will be borne by you.

Issuance of Shares.

This provision supplements Section 2.6(a) of the Agreement:

If the Shares are to be issued during the Holding Period, the Shares shall be allocated in the name, or under the supervision, of the Trustee and held in trust on your behalf by the Trustee. In the event that the Shares are to be issued after the expiration of the Holding Period, you may elect to have the Shares issued directly to you, provided that you first provide for any taxes required to be withheld in connection with a transfer of the Award or the Shares to the Trustee's and Company's satisfaction, or in trust on your behalf to the Trustee.

This provision supplements Section 2.6(b) of the Agreement:

You hereby agree to indemnify the Company (and any parent or Subsidiary) and/or the Trustee and hold them harmless against and from any and all liability for any withholding taxes required to be withheld relating to the Award and any Shares issued under the Award and other amounts, or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such amounts from any payment made to you. Any reference to the Company or the Subsidiary employing you shall include a reference to the Trustee. You hereby undertake to release the Trustee from any liability in respect of any action or decisions duly taken and *bona fide* executed in relation to the Plan or any RSUs or Shares granted thereunder. You agree to execute any and all documents which the Company or the Trustee may reasonably determine to be necessary in order to comply with the Ordinance.

You shall not be liable for the employer's components of payments to the national insurance institute, unless and to the extent that such payments by the employer are a result of your election to sell the Shares before the end of the Holding Period (if allowed by applicable law). Furthermore, you agree to indemnify the Company, your employer and/or the Trustee and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to you for which you are responsible.

Notwithstanding anything to the contrary in the Agreement, no Israeli tax withholding obligation will be settled by withholding Shares, unless permitted under Section 102 or the ITA approves doing so in writing.

Securities Laws.

The Company offers RSUs to employees in Israel pursuant to an exemption under Section 15D of the Securities Law, 5728-1968. The Company common stock underlying RSUs is registered under the U.S. securities laws pursuant to a registration statement on Form S-8 that you can find in the SEC filings section of the Investor Center section on www.broadcom.com.

Governing Law.

This section supplements Section 3.6 of the Agreement:

To the extent any covenant, condition, or other provision of the Agreement and the rights of the Participant hereunder are determined to be subject to Israeli law, such covenant, condition, or other provision of the Agreement shall be subject to applicable Israeli law, but shall in no way affect, impair or invalidate any other provision of the Agreement, and the applicability of the Plan to such covenant, condition, or other provision of the Agreement.

ITALY

Authorization to Release and Transfer Necessary Personal Information.

The following supplements Section 2 of Part I of this Exhibit A.

You understand that Data will be held only as long as is required by law or as necessary to implement, administer and manage your participation in the Plan and employee compensation or for compliance or financial reporting purposes. You understand that pursuant to art.7 of D.lgs 196/2003, you have rights, including but not limited to, the right to access, delete, update, request the rectification of your Data and cease the Data processing and to object, in whole or in part, on legitimate grounds, to the processing of your Data, even though they are relevant to the purpose of collection. Furthermore, you are aware that your Data will not be used for direct marketing purposes. In addition, the Data provided can be reviewed and questions or complaints can be addressed by contacting a local HR representative. If you request that the Company cease processing your personal data, you must do so by writing to the Company's Stock Administration Department, 1320 Ridder Park Drive, San Jose, CA 95131, U.S.A., or sending an email to stockadmin.pdl@broadcom.com. If you request that the Company cease processing your Data, the Company will not be able to administer this award. Accordingly, if you request that the Company cease processing your Data, this Award will be cancelled when your withdrawal is received.

Furthermore, having read and understood the information given on the processing of the Data and being acquainted of the rights set forth in art. 7 of D.lgs. 196/2003, you expressly and specifically consent according to art. 23 of D.lgs. 196/2003, to the processing of any Data as reported in the Plan and the Agreement, including the clauses "Consent to Personal Data Processing and Transfer" in Section 2 of Part I of this Exhibit A and "Authorization to Release and Transfer Necessary Personal Information" and further expressly and specifically consent, according to art. 43 and art. 44 of D.lgs. 196/2003 to the transfer of the Data, even sensitive data, in foreign Countries outside the European Union.

Exchange Control Information.

You are required to report in your annual tax return: (a) any transfers of cash or Shares to or from Italy exceeding €10,000 or the equivalent amount in U.S. dollars; and (b) any foreign investments or investments (including proceeds from the sale of Shares acquired under the Plan) held outside of Italy exceeding €10,000 or the equivalent amount in U.S. dollars, if the investment may give rise to income in Italy. You are exempt from the formalities in clause (a) if the investments are made through an authorized broker resident in Italy, as the broker will comply with the reporting obligation on your behalf.

JAPAN

Foreign Asset/Account Reporting Information.

If you acquire Shares valued at more than ¥100,000,000 in a single transaction, you must file a Report on Acquisition or Disposal of Securities (*shoken no shutoku mataha joto ni kansuru hokokusho*) with the Ministry of Finance through the Bank of Japan within 20 days of the acquisition of the Shares. In addition, Japanese residents are required to file a Report on Overseas Assets (*kokugai zaisan chosho*) in respect of any assets (including Shares) held outside Japan as of December 31, to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such Report must be filed with the competent tax office on or before March 15 each year. Japanese residents are responsible for complying with this reporting obligation and should confer with their personal tax advisor in this regard.

LUXEMBOURG

No country-specific provisions.

MALAYSIA

Malaysian Insider Trading Notification.

You should be aware of the Malaysian insider-trading rules, which may impact your acquisition or disposal of Shares or rights to Shares under the Plan. Under the Malaysian insider-trading rules, you are prohibited from acquiring or selling Shares or rights to Shares (e.g., an Award under the Plan) when you are in possession of information which is not generally available and which you know or should know will have a material effect on the price of Shares once such information is generally available.

Director Notification Obligation.

If you are a director of a Malaysian Subsidiary or affiliate of the Company, you are subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the relevant Malaysian Subsidiary or affiliate in writing when you receive or dispose of an interest (e.g., an Award under the Plan or Shares) in the Company or any related company. Such notifications must be made within 5 business days of receiving or disposing of any interest in the Company or any related company.

Data Privacy Information.

Below is a translation of Section I(2) of this Exhibit A into Bahasa Malaysian for your reference:

Kebenaran untuk memproses dan memindah data peribadi. Entiti-entiti yang dinyatakan dalam **Lampiran 1** ("Entiti-entiti Broadcom") mungkin memegang dan anda membenarkan mereka memegang, melalui penerimaan RSU, maklumat peribadi anda termasuk nama anda, alamat rumah, nombor telefon, tarikh lahir, nombor sekuriti sosial atau nombor pengenalan cukai pekerja, nombor pengenalan nasional, nombor pasport, sejarah dan status pengajian, kewarganegaraan, jawatan pekerjaan dan maklumat berkenaan mana-mana geran pampasan ekuiti atau Saham Biasa yang diberi, dibatalkan, dibeli, diberihak, tidak diberihak atau yang tertunggak ("**Data**").

Entiti-entiti Broadcom menggunakan Data untuk tujuan melaksanakan, mengurus dan mentadbir Pelan untuk pelaporan pematuhan dan kewangan ("**Tujuan-tujuan**").

Entiti-entiti Broadcom mungkin memindah, dan anda bersetuju kepada pemindahan ini dengan penerimaan RSU, Data kepada Entiti-entiti Broadcom lain, entiti-entiti yang dinyatakan dalam **Lampiran 2** atau mana-mana entiti yang membantu Entiti-entiti Broadcom untuk Tujuan-tujuan.

Entiti-entiti Broadcom juga mungkin membenarkan Data untuk diakses oleh pihak berkuasa awam di mana diperlukan oleh undang-undang atau peraturan. Pihak-pihak ketiga dan pihak berkuasa awam mungkin terletak di Amerika Syarikat, Kawasan Ekonomik Eropah atau tempat-tempat lain termasuk kawasan-kawasan di mana undang-undang perlindungan data mungkin tidak seketat yang terdapat di bidangkuasa tempat tinggal anda.

Anda boleh, pada bila-bila masa, menilai Data, meminta pemindaan yang diperlukan kepadanya atau menarik balik kebenaran anda secara bertulis dengan menghubungi Syarikat melalui Pengarah Sumber Manusia anda. Jika anda menarik balik kebenaran anda, anda mesti berbuat demikian dengan menulis kepada Company's Stock Administration Department, 1320 Ridder Park Drive, San Jose, CA 95131, U.S.A., atau menghantar emel kepada stockadmin.pdl@broadcom.com. Jika anda menarik balik kebenaran anda, Syarikat mungkin tidak dapat menguruskan pemberian ini. Sejurus dengan itu, jika anda menarik balik kebenaran anda, Pemberian ini akan dibatalkan sebaik sahaja penarikbalikkan anda diterima.

Saya membenarkan Entiti-entiti Broadcom dan pihak-pihak ketiga memproses Data saya sepertimana yang dinyatakan di atas, termasuk pemindahan dan penggunaan di negara di mana undang-undang perlindungan data tidak seketat yang terdapat di bidangkuasa tempat tinggal saya.

MEXICO

No country-specific provisions.

NETHERLANDS

Securities Notifications.

By accepting the RSUs, you acknowledge that it is your responsibility to be aware of the Dutch insider trading rules, which may affect the sale of Shares you acquire upon vesting of the RSUs. In particular, you understand and acknowledge that (i) you have reviewed the summary of the Dutch insider trading rules below and (ii) you may be prohibited from effecting certain transactions in Shares if you have insider information regarding the Company. You acknowledge and understand that you have been advised to read the discussion carefully to determine whether the insider rules could apply to you. If you are uncertain whether the insider rules apply to you or your situation, you acknowledge that the Company recommends that you consult with a legal advisor. You acknowledge and agree that the Company cannot be held liable if you violate the Dutch insider trading rules. You acknowledge and agree that you are responsible for ensuring your own compliance with these rules.

Summary of Dutch Prohibition Against Insider Trading.

Dutch securities laws prohibit insider trading. The regulations are based upon the European Market Abuse Directive and are stated in section 5:56 of the Dutch Financial Supervision Act (Wet op het financieel toezicht or Wft) and in section 2 of the Market Abuse Decree (Besluit marktmisbruik Wft). For further information, see the website of the Authority for the Financial Markets (AFM); <http://www.afm.nl/~media/Files/brochures/2012/insider-dealing.ashx>.

NEW ZEALAND

Securities Notification.

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Notice Provided Under the Broadcom Corporation 2012 Stock Incentive Plan

New Zealand Restricted Stock Units

You have been granted an award of Broadcom Inc. restricted stock units under the Broadcom Corporation 2012 Stock Incentive Plan (**Plan**). You have been or will be provided with a description of the Plan and its terms and conditions separately from this Agreement. In compliance with an exemption to the New Zealand Financial Markets Conduct Act 2013 you must be provided with the following information.

Annual Report and Financial Statements

You have the right to receive from Broadcom Inc. on request, free of charge, a copy of Broadcom Inc.'s latest annual report, financial statements and audit report on those financial statements. You can also obtain a copy of these documents electronically at the following website address www.sec.gov or <http://investors.broadcom.com/phoenix.zhtml?c=203541&p=irol-sec>.

Warning

This is a grant of restricted stock units (**RSUs**). If the RSUs vest, in accordance with the terms of the Plan, you will receive shares in Broadcom Inc. The shares will give you a stake in the ownership of Broadcom Inc. You may receive a return if dividends are paid.

If Broadcom Inc. runs into financial difficulties and is wound up, you will be paid only after all creditors have been paid. You may lose some or all of your investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision.

The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

Ask questions, read all documents carefully, and seek independent financial advice before committing yourself.

The RSUs are not listed. Broadcom Inc. shares are listed on the NASDAQ. This means you may be able to sell Broadcom Inc. shares, if received on vesting of the RSUs, on the NASDAQ if there are interested buyers. You may get less than you invested. The price will depend on the demand for Broadcom Inc. shares.

NORWAY

No country-specific provisions.

POLAND

Exchange Control Information.

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If you hold foreign securities (including Shares) and maintain accounts abroad, then it is your responsibility to report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (when combined with all other assets held abroad) exceeds PLN7,000,000. If required, the reports are due on a quarterly basis on special forms available on the website of the National Bank of Poland.

Further, any transfer or settlement of funds in excess of a specified threshold (currently €15,000) must be effected through an authorized bank, authorized payment institution or authorized e-money institution.

By accepting the RSUs, you acknowledge and agree that it is your obligation to maintain evidence of such foreign exchange transactions for five years, in case of a request for their production by the National Bank of Poland.

PORTUGAL

No country-specific provisions.

ROMANIA

No country-specific provisions.

RUSSIA

General.

This offer is being made from the United States and neither this Agreement nor any materials related to the Plan shall be construed to constitute advertising or offering of securities in Russia. The Shares have not been and will not be registered in Russia.

Financial Reporting Requirements.

You are required to notify the applicable Russian tax authorities of any actions with respect to the opening, closing or changing the essential details of bank accounts outside Russia, and must complete various reporting requirements with respect to your financial transactions, including declaring profits you earn in connection with the RSUs and Shares. You are solely responsible for declaring any taxable income arising from this Agreement and Shares, including, but not limited to, any dividend payments or other distributions, as well as any proceeds you receive in connection with the disposition of Shares, and you are solely responsible for payment of all respective taxes that may arise under Russian law in connection therewith.

Foreign Exchange.

The proceeds from the sale of any Shares acquired before January 1, 2018 may only be transferred to a bank account opened in the territory of Russia. The proceeds of the sale of Shares obtained on or after January 1, 2018, may be transferred to your bank account opened in a bank located in OECD and FATF member countries.

Approvals.

You acknowledge and agree that it is your responsibility to obtain any consents or approvals from any third party that may be required from time-to-time by any then applicable Russian law for the disposal of any Shares.

SINGAPORE

Securities Law Information.

The award of the RSUs is being made in reliance of section 273(1)(f) of the Securities and Futures Act (Cap. 289) (“SFA”) for which it is exempt from the prospectus and registration requirements under the SFA. You understand that the Shares have not been registered with the SFA. Unless you sell any Shares you acquire pursuant to the Plan via a public exchange outside of Singapore (e.g., NASDAQ), you agree that you shall not, within six (6) months of your acquisition of any Shares, sell, transfer, gift, hypothecate or otherwise transfer such Shares within Singapore except as expressly approved by the Company in writing. The Company believes that a typical sale through a U.S. brokerage firm would not require the Company’s consent under these rules.

Director Notification Obligation.

If you are a director, shadow director, or hold any similar position¹ of a Singapore-incorporated company (each a “*Singapore company*”) (e.g., any Singapore Subsidiary or Singapore affiliate of the Company), you are subject to certain notification requirements under section 164 of the Singapore Companies Act to enable the Singapore company to comply with its obligations to maintain a register of directors’ shareholdings (“*Register*”). Among these requirements is an obligation to notify the Singapore company in writing of:

- (a) shares in, debentures of, or participatory interests made available by, the Singapore company or its related corporation which are held by you;
- (b) any interest that you have in shares in, debentures of, or participatory interests made available by, the Singapore company or its related corporation, and the nature and extent of that interest under Section 7 of the Singapore Companies Act (which provides for the circumstances under which a deemed interest in shares may arise);
- (c) rights or options that you have in respect of the acquisition or disposal of shares in the Singapore company or its related corporation; and
- (d) contracts to which you are a party or under which you are entitled to a benefit, being contracts under which a person has a right to call for or to make delivery of shares in the Singapore company or its related corporation.

You must notify the Singapore company in writing when there is any change in the particulars of your interests as mentioned above (including when you sell Shares issued upon vesting and settlement of the RSUs).

You are deemed to hold or have an interest or a right in or over any shares or debentures, if:

¹ Under section 4(1) of the Singapore Companies Act, the term “director” includes any person occupying the position of director of a corporation by whatever name called.

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- (a) your spouse (not being himself or herself a director or chief executive officer) holds or has an interest or a right in or over such shares or debentures; or
 - (b) your child of less than 18 years of age, including stepson, stepdaughter, adopted son or adopted daughter (not being himself or herself a director or chief executive officer) holds or has an interest in such shares or debentures.

In addition, any contract, assignment or right of subscription shall be deemed to have been entered into or exercised or made by, or a grant shall be deemed as having been made to, you if any contract, assignment or right of subscription is entered into, exercised or made by, or a grant is made to, members of your family as aforesaid (not being himself or herself a director or chief executive officer).

Particulars of your interests as mentioned above must be given within two business days after (i) the date on which you became a director of the Singapore company, or (ii) the date on which you became a registered holder of or acquired an interest as mentioned above, whichever last occurs. Particulars of any change in your interests must also be given within two business days of the change.

SLOVENIA

No country-specific provisions.

SOUTH KOREA

No country-specific provisions.

SPAIN

No country-specific provisions.

SWEDEN

No country-specific provisions.

SWITZERLAND

No country-specific provisions.

TAIWAN

Securities Notification.

You understand that the offer of the RSUs has not been and will not be registered with or approved by the Financial Supervisory Commission of the Republic of China pursuant to relevant securities laws and regulations and the RSUs may not be offered or sold within the Republic of China through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Law of the Republic of China that requires a registration or approval of the Financial Supervisory Commission of the Republic of China.

Exchange Control Information.

You acknowledge and agree that you may be required to do certain acts and/or execute certain documents in connection with the grant of the RSUs, the vesting of the RSUs and the disposition of the resulting Shares, including but not limited to obtaining foreign exchange approval for remittance of funds and other governmental approvals within the Republic of China. You shall pay your own costs and expenses with respect to any event concerning a holder of the RSUs, or Shares received upon the vesting thereof.

If you are a Taiwan resident (those who are over 20 years of age and holding a Republic of China citizen's ID Card, Taiwan Resident Certificate or an Alien Resident Certificate that is valid for a period no less than one year), you may acquire and remit foreign currency (including proceeds from the sale of Shares) into and out of Taiwan up to US\$5,000,000 per year. If the transaction amount is TWD\$500,000 or more in a single transaction, you must submit a foreign exchange transaction form and also provide supporting documentation to the satisfaction of the remitting bank.

If the transaction amount is US\$500,000 or more, you may be required to provide additional supporting documentation (including the contracts for such transaction, approval letter, etc.) to the satisfaction of the remitting bank. You acknowledge that you are advised to consult your personal advisor to ensure compliance with applicable exchange control laws in Taiwan.

THAILAND

Exchange Control Information.

When you sell Shares you receive following vesting of RSUs, you must immediately repatriate all cash proceeds to Thailand. Thereafter, you must convert such proceeds to Thai Baht or deposit them into a foreign currency account within 360 days of repatriation. If the amount of your proceeds is US\$50,000 (or its equivalent) or more, you must specifically report the inward remittance to a commercial bank being an authorized agent or other authorized agent of the Bank of Thailand on a foreign exchange transaction form to declare the purpose of such inward remittance. If you fail to comply with these obligations, you may be subject to penalties assessed by the Bank of Thailand. You should consult your personal advisor before taking action with respect to remittance of proceeds from the sale of Shares into Thailand. You are responsible for ensuring compliance with all exchange control laws in Thailand.

TURKEY

Securities Law Information.

You acknowledge and agree that the offer of this award of RSUs has been made by the Company to you personally in connection with your existing relationship with the Company or one or more of its affiliates, and further, that the Award, any Shares issued upon vesting of the RSUs and the related offer thereof are not subject to regulation by any securities regulator in Turkey.

UNITED KINGDOM

Definitions.

The definition of "Termination of Services" shall be replaced in its entirety by the following definition:

"Termination of Services" shall mean Participant's Termination of Employment.

The definition of "Termination of Employment" shall be replaced in its entirety by the following definition:

“Termination of Employment” shall mean the time when the employee-employer relationship between Participant and the Company or any Subsidiary is terminated for any reason, with or without cause, including, but not by way of limitation, a termination by resignation, discharge, death, disability or retirement; but excluding terminations where there is a simultaneous reemployment or continuing employment of Participant by the Company or any Subsidiary. The Plan Administrator, in its absolute discretion, shall determine the effect of all matters and questions relating to Termination of Employment, including, but not by way of limitation, the question of whether a particular leave of absence constitutes a Termination of Employment.

Notice to Participants.

The Agreement as amended pursuant to this Exhibit A forms the rules of the employee share scheme applicable to the United Kingdom based Participants of the Company and any Subsidiaries. Only employees of the Company or any subsidiary of the Company are eligible to be granted RSUs or be issued Shares under the Agreement. Other service providers (including consultants and non-employee directors of the Board) who are not employees are not eligible to receive RSUs under the Agreement in the United Kingdom. Accordingly, all references in the Agreement to the Participant’s service or termination of service shall be interpreted as references to the Participant’s employment or Termination of Employment.

The following provision replaces Section 3.11 of the Agreement in its entirety:

3.11 **Not a Contract of Employment.** Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue to serve as an employee of the Company or any of its Subsidiaries and the grant of an RSU does not form part of the Participant’s entitlement to remuneration or benefits in terms of his employment with the Company or any Subsidiary.

Terms and Conditions.

Special Tax Consequences. In relation to United Kingdom based Participants only:

(a) You agree to indemnify and keep indemnified the Company, any Subsidiary and your employing company, if different, from and against any liability for or obligation to pay any Tax Liability (a **“Tax Liability”** being any liability for income tax, withholding tax and any other employment related taxes, employee’s national insurance contributions or employer’s national insurance contributions or equivalent social security contributions in any jurisdiction) that is attributable to (1) the grant or settlement of, or any benefit derived by you from, the RSUs, (2) your acquisition of Shares upon vesting of the RSUs, or (3) the disposal of any Shares.

(b) the RSUs cannot be settled until you have made such arrangements as the Company may require for the satisfaction of any Tax Liability that may arise in connection with the vesting and settlement of the RSUs and/or your acquisition of the Shares. The Company shall not be required to issue, allot or transfer Shares until the you have satisfied this obligation.

(c) at the discretion of the Company, the RSUs cannot be settled until you have entered into an election with the Company (or your employer) (as appropriate) in a form approved by the Company and Her Majesty’s Revenue & Customs (a **“Joint Election”**) under which any liability of the Company and/or the employer for employer’s national insurance contributions arising in respect of the granting, vesting, settlement of or other dealing in the RSUs, or the acquisition of Shares on the settlement of the RSUs, is transferred to and met by you.

Tax and National Insurance Contributions Acknowledgment. You agree that if you do not pay or your employer (the “***Employer***”) or the Company does not withhold from you, the full amount of all taxes applicable to the taxable income resulting from the grant of the RSUs, the vesting of the RSUs, or the issuance of Shares (the “***Tax-Related Items***”) that you owe due to the vesting of the RSUs, or the release or assignment of the RSUs for consideration, or the receipt of any other benefit in connection with the RSUs (the “***Taxable Event***”) by 90 days after the end of the tax year in which the Taxable Event occurred, then the amount that should have been withheld shall constitute a loan owed by you to your employer, effective 90 days after the end of the tax year in which the Taxable Event occurred. You agree that the loan will bear interest at the HMRC’s official rate and will be immediately due and repayable by you, and the Company and/or the employer may recover it at any time thereafter by withholding the funds from salary, bonus or any other funds due to you by the employer, by withholding Shares issued upon vesting and settlement of the RSUs or from the cash proceeds from the sale of Shares or by demanding cash or a cheque from you. You also authorize the Company to delay the issuance of any Shares to you unless and until the loan is repaid in full.

Notwithstanding the foregoing, if you are an executive officer or director (as within the meaning of Section 13(k) of the Exchange Act) of the Company, the terms of the immediately foregoing provision will not apply. In the event that you are an officer or executive director and Tax-Related Items are not collected from or paid by you within 90 days of the Taxable Event, the amount of any uncollected Tax-Related Items may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You acknowledge that the Company or the Employer may recover any such additional income tax and national insurance contributions at any time thereafter by any of the means referred to in Section 2.6 of the Agreement.

References to “tax withholding obligations”, “withholding tax” or similar terms in Sections 2.6(b) and 2.8(d) of the Agreement shall include social security contributions including primary and secondary class 1 national insurance contributions.

VENEZUELA

No country-specific provisions.

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Annex 1

Broadcom Inc. and its subsidiaries
c/o Broadcom Inc.
1320 Ridder Park Drive
San Jose, CA 95131
United States

Annex 1 - i

Broadcom Plan MY RSU Agreement (Revised Nov. 2018)

Payroll Providers

Automatic Data Processing, Inc.
 Allsec Technologies Limited
 Aparajitha Corporate Services Pvt Ltd.
 Baker Tilly Revas Limited
 Balmer-Etienne AG
 Bridgehead B.V.
 Ceridian
 Chronos Consulting
 CIIC Shanghai Financial Co. Consulting Ltd.
 Deloitte
 EPI-USE Managed Solutions Pty Ltd.
 Grant Thornton
 Hilan
 HR Outsourcing Korea
 HTLC Network Group
 HTM Corporation
 In Extenso
 L. K. Nakashe Consultants Pvt. Ltd.
 Made Finance
 N.S.N. Consulting & Investmentservices
 Partena
 Payfront (Excelity)
 Payfront Technologies India Private Limited
 Payroll Services Company Ltd.
 PKF – Littlejohn Network Group
 PTR Business Services
 RSM
 Rueter & Partner
 Saffron Capital Advisors Pvt Ltd.
 Sandhya Consultancy
 SCS Global Tax Consulting Corporation
 Sigmagest
 Spira Twist & Associes
 Squires Payroll Services
 TMF Services Ltd.
 TMF Hong Kong Ltd.
 TMF (THAILAND) LIMITED
 Tricor Services Limited
 Wirtschaftsprufer / Steuerberater
 3 Sixty Allied Services Inc.
 AST - Accounting Services Tilmatic Ltd.
 ATOSS
 Beijing Foreign Enterprise Human Resources Service Co., Ltd.
 Benko Kotruljic
 Dochazka
 Ekspert SA 40
 Elanor spol s.r.o.BB Centrum Brumlovka
 Fucik & Partner

Annex 2 - i

Broadcom Plan MY RSU Agreement (Revised Nov. 2018)

Gong Jung Global Accounting Corporation
Haneco Commercial Export - Import Company Ltd.
Hogia
Hubner & Hubner
IPL Research Ltd.
Kiosque
Lacras Corporation
MYOB
Pay Asia Pte Ltd.
Sage Micropay
SBA Stone Forest Corporate Advisory (Shanghai) Co., Ltd.
Shanghai Foreign Service (Group) Co., LTD
Softcom
Synerion
Taidevelop Information Corp.
TMF Poland sp.
Tricor Outsourcing Ltd. (Thailand)
Tricor Services

Other vendors

BOSS YONETISIM AS
Box, Inc.
Compensia, Inc.
Deloitte Tax LLP
Diligent Corporation
Fidelity Stock Plan Services, LLC
Google Inc.
Innovation
International Law Solutions, PC
Latham & Watkins LLP
My Equity Comp
NAVEX Global, Inc.
PwC
ServiceNow
Studio Arlati Ghislandi
TMF Corporate Services (Australia) Pty Ltd.
Workday, Inc.

Annex 2 - ii

Broadcom Plan MY RSU Agreement (Revised Nov. 2018)

ADDITIONAL PROVISIONS FOR EMPLOYEES IN DENMARK

ERKLÆRING OM TILDELING AF BETINGEDE AKTIEENHEDER,
HERUNDER ERKLÆRING I HENHOLD TIL
AKTIEOPTIONSLOVEN

Brocade Communications Denmark ApS
(**“Selskabet”**)

Og

Medarbejderen, der elektronisk har givet samtykke til vilkårene og
betingelserne i Restricted Stock Unit Award Agreement.
(**“Medarbejderen”**)

Og

Broadcom Inc.
1320 Ridder Park Drive
San Jose, CA 95131
(**“Moderselskabet”**)

har indgået Restricted Stock Unit Award Agreement og alle bilag og tillæg
hertil (**“Tildelingsaftalen”**) i relation til de Restricted Stock Units
(**“RSU’er”**), som Moderselskabet har tildelt Medarbejderen.

Denne erklæring (**“Erklæringen”**) udgør en erklæring til Medarbejderen i
henhold til § 3, stk. 1 i lov om brug af køberet eller tegningsret til aktier m.v. i
ansættelsesforhold (**“Aktieoptionsloven”**).

STATEMENT CONCERNING GRANTING OF RESTRICTED
STOCK UNITS, INCLUDING STATEMENT PURSUANT TO
THE DANISH STOCK OPTION ACT

Brocade Communications Denmark ApS
(the **“Company”**)

And

The individual providing services to the Company electronically
consenting to the terms and conditions of the Restricted Stock Unit
Award Agreement.
(the **“Service Provider”**)

And

Broadcom Inc.
1320 Ridder Park Drive
San Jose, CA 95131
(the **“Parent Company”**)

have entered into the Restricted Stock Unit Award Agreement,
including all exhibits and appendices thereto (the **“Agreement”**)
concerning the Restricted Stock Units (the **“RSUs”**) granted by the
Parent Company to the Service Provider.

This statement (the **“Statement”**) constitutes a statement to the Service
Provider pursuant to section 3 (1) of the Danish Act on the exercise of
stock acquisition rights or stock subscription rights in employment
relationships, etc. (the **“Stock Option Act”**).

Annex 3 - i

Broadcom Plan MY RSU Agreement (Revised Nov. 2018)

I tilfælde af uoverensstemmelser mellem Erklæringen og Tildelingsaftalen og/eller Medarbejderens ansættelsesaftale med Selskabet har Tildelingsaftalen forrang.

Moderselskabet har vedtaget et Restricted Stock Unit program, der omfatter medarbejdere i Moderselskabet og dets datterselskaber, herunder Selskabets medarbejdere. Vilkårene for Restricted Stock Unit-programmet, der også omfatter de Restricted Stock Units, der tildeles i medfør af Tildelingsaftalen, er fastsat i "Broadcom Corporation 2012 Stock Incentive Plan" (benævnt "**Aktieincitamentsprogrammet**").

Vilkårene i Aktieincitamentsprogrammet finder anvendelse på Medarbejderens Restricted Stock Units, medmindre Tildelingsaftalen fastsætter vilkår, der fraviger vilkårene i Aktieincitamentsprogrammet. I sådanne tilfælde har Tildelingsaftalen vilkår forrang.

Definitioner anvendt i Tildelingsaftalen skal have samme betydning som i Aktieincitamentsprogrammet, medmindre andet følger af Tildelingsaftalen.

1. RESTRICTED STOCK UNITS OG VEDERLAG

- 1.1 Medarbejderen tildeles løbende Restricted Stock Units, der giver Medarbejderen ret til aktier ("**Aktier**") i Moderselskabet og/eller kontantbetaling. De pågældende Restricted Stock Units tildeles vederlagsfrit.
- 1.2 Værdien pr. aktie, som Restricted Stock Units'erne repræsenterer vil blive som nærmere fastsat i Tildelingsaftalen.

In the event of any discrepancies between the Statement and the Agreement and/or Service Provider's contract of employment with the Company, this Agreement shall prevail.

The Parent Company has adopted a Restricted Stock Unit program covering the Service Providers of the Parent Company and its subsidiaries, including the employees of the Company. The terms of the Restricted Stock Unit program, which also include the Restricted Stock Units granted under the Agreement, appear from the "Broadcom Corporation 2012 Stock Incentive Plan" (the "**Equity Incentive Program**").

The terms of the Equity Incentive Program apply to the Service Provider's Restricted Stock Units, unless the Agreement stipulates terms that deviate from the terms of the Equity Incentive Program. In such situations, the terms of the Agreement shall prevail.

The definitions of the Agreement shall have the same meaning as the definitions of the Equity Incentive Program, unless otherwise provided by Agreement.

1. RESTRICTED STOCK UNITS AND CONSIDERATION

- 1.1 The Service Provider is granted Restricted Stock Units on a current basis entitling the Service Provider to shares ("**Shares**") in the Parent Company and/or cash payment. The Restricted Stock Units are granted free of charge.
- 1.2 The value per share that the Restricted Stock Units represent shall be as specified in the Agreement.

Annex 3 - ii

2. ØVRIGE VILKÅR OG BETINGELSER

- 2.1 Restricted Stock Units'erne tildeles i overensstemmelse med Aktieincitamentsprogrammet.
- 2.2 Restricted Stock Units'erne tildeles efter Administrator af Ordningens skøn og når Administrator af Ordningen måtte beslutte det.
- 2.3 Restricted Stock Units'erne optjenes i overensstemmelse med Tildelingsaftalen.
- 2.4 Optjeningen af Restricted Stock Units er betinget af, at Medarbejderen er ansat i Selskabet i optjeningsperioden, og der hverken tildeles eller optjenes Restricted Stock Units efter ansættelsesforholdets ophør, uanset årsag hertil, *jf.* dog nedenfor. Optjeningen af Restricted Stock Units påvirkes ikke af lovreguleret orlov.

3. UDNYTTELSE

- 3.1 Efter optjeningsperioden kan Optjente Restricted Stock Units udnyttes forudsat, at de ikke er bortfaldet efter vilkårene i Tildelingsaftalen og indtil det tidspunkt, hvor sådanne Restricted Stock Units ophører, bortfalder og/eller fortabes i overensstemmelse med vilkårene i Tildelingsaftalen.

2. OTHER TERMS AND CONDITIONS

- 2.1 The Restricted Stock Units are granted under the Equity Incentive Program.
- 2.2 The Restricted Stock Units are granted at the discretion of the Plan Administrator and at the timing of its discretion.
- 2.3 The Restricted Stock Units shall vest as set forth in the Agreement.
- 2.4 The earning of Restricted Stock Units is conditional on the Service Provider being employed with the Company for the duration of the vesting period and no Restricted Stock Units are granted or earned after the termination of the employment, regardless of the reason for such termination, *cf.* however below. The earning of Restricted Stock Units is not influenced by statutory leave.

3. EXERCISE

- 3.1 Following vesting, earned Restricted Stock Units will be exercisable as long as they remain validly outstanding pursuant to the Agreement, until the date such Restricted Stock Units are terminated, cancelled and/or forfeited pursuant to the terms of the Agreement.

Annex 3 - iii

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| <p>3.2 Såfremt (i) Selskabet opsiger Medarbejderens ansættelsesforhold, uden at Medarbejderen har misligholdt ansættelsesforholdet, eller (ii) Medarbejderen opsiger ansættelsesforholdet som følge af Selskabets grove misligholdelse, har Medarbejderen uanset opsigelsen ret til betaling af ikke-optjente og ikke-udbetalte Restricted Stock Units i overensstemmelse med Aktieincitamentsprogrammet og Tildelingsaftalen.</p> <p>3.3 I tilfælde af Medarbejderens opsigelse, uden at Selskabet groft har misligholdt ansættelsesforholdet, fortabes og bortfalder alle ikke-optjente Restricted Stock Units, der ikke er udbetalt på det tidspunkt, hvor ansættelsen ophører, uden yderligere varsel og uden kompensation. Medarbejderen bevarer dog retten til betaling for optjente og ikke-udbetalte Restricted Stock Units i overensstemmelse med Aktieincitamentsprogrammet og Tildelingsaftalen.</p> <p>3.4 I tilfælde af Selskabets opsigelse og/eller bortvisning som følge af Medarbejderens misligholdelse af ansættelsesforholdet bortfalder Medarbejderens Restricted Stock Units som ikke er optjent uden yderligere varsel eller kompensation pr. ansættelsesforholdets ophør.</p> <p>3.5 Ved Medarbejderens død bortfalder Medarbejderens ikke-optjente Restricted Stock Units uden yderligere varsel og kompensation pr. dødstidspunktet. Boet og/eller arvingerne er i øvrigt i enhver henseende underlagt de for Medarbejderen fastsatte vilkår for Restricted Stock Units og de dertil knyttede aktier.</p> | <p>3.2 In the event that (i) the Company terminates the Service Provider's employment for reasons other than the Service Provider's breach of the employment, or (ii) the Service Provider terminates the employment due to material breach on the part of the Company, the Service Provider is, irrespective of the termination, entitled to settlement of any unvested Restricted Stock Units remaining unsettled in accordance with the Equity Incentive Program and the Agreement.</p> <p>3.3 If the Service Provider terminates the employment without the Company being in gross breach of the employment, all unvested Restricted Stock Units, which have not been exercised at the time of the termination, will be forfeited and lapse without further notice or compensation. The Service Provider, however is entitled to settlement of all vested Restricted Stock Units which have not been settled at the time of the termination in accordance with the Equity Incentive Program and the Agreement.</p> <p>3.4 If the Company terminates and/or summarily dismisses the Service Provider due the Service Provider's breach of the employment, all Restricted Stock Units, which have not vested at the time of termination, will lapse without further notice or compensation at the effective date of termination.</p> <p>3.5 In the event of the Service Provider's death, unvested Restricted Stock Units will lapse without further notice and compensation as at the time of death. The estate and/or the beneficiaries are subject to the terms governing the Service Provider's Restricted Stock Units and the related Shares.</p> |
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Annex 3 - iv

3.6 Ved aldersbetinget pensionering (folkepension) eller særskilt aftale herom og ved invaliditet har Medarbejderen ret til at få udbetaling for tildelte, ikke-udbetalte Restricted Stock Units. Medarbejderen er underlagt de for Medarbejderne fastsatte vilkår for Restricted Stock Units og de dertil knyttede aktier.

4. REGULERING AF RESTRICTED STOCK UNITS

Regulering ved kapitalændringer

4.1 Såfremt der sker en ændring i antallet af udestående Aktier som følge af ændring i Moderselskabets kapitalstruktur uden vederlag såsom aktieudbytte, rekapitalisering, aktiesplit, omvendt aktiesplit, rekonstruktion, fusion, konsolidering, opdeling, kombination, genkøb eller ombytning af Selskabets Aktier eller øvrige værdipapirer eller andre ændringer i Moderselskabets selskabsstruktur, der kan påvirke Aktien, kan der gennemføres justeringer, der kan påvirke Aktieincitamentsprogrammet, herunder en justering af antallet af samt klassen af Aktier, der kan opnås i henhold til Programmet, af Købsprisen pr. aktie og af det antal Aktier for hver option i henhold til Programmet, der endnu ikke er udnyttet, og de talmæssige begrænsninger i Aktieincitamentsprogrammet.

Andre ændringer

3.6 Upon retirement due to old age (“**folkepension**”) or separate agreement in this respect and in the event of disability, the Service Provider is entitled to settlement of granted and unsettled Restricted Stock Units. The Service Provider is subject to the terms governing the Restricted Stock Units and the related Shares.

4. ADJUSTMENT OF THE RESTRICTED STOCK UNITS

Adjustment in connection with capital changes

4.1 If the number of outstanding Shares is changed by a modification in the capital structure of the Parent Company without consideration such as a stock dividend, recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, combination, repurchase or exchange of Shares or other securities of the Parent Company or other change in the corporate structure of the Parent Company affecting the Shares, adjustments may be made that may impact the Equity Incentive Program and the Restricted Stock Units including adjusting the number and class of Shares that may be delivered under the Equity Incentive Program and the numerical limits of the Equity Incentive Program.

Other changes

Annex 3 - v

- 4.2 I tilfælde af forslag om opløsning eller likvidation af Selskabet, og i tilfælde af fusion eller ændring i kontrollen med Selskabet eller Moderselskabet, kan der ske andre reguleringer i Aktieincitamentsprogrammet og Restricted Stock Units.

Administrator af Ordningens regulering af Optioner

- 4.3 Administrator af Ordningens adgang til at regulere Restricted Stock Units i de i § 4 omhandlede situationer er reguleret af vilkårene i Aktieincitamentsprogrammet. Med hensyn til Administrator af Ordningens generelle adgang til at ændre eller opsigte Aktieincitamentsprogrammet, henvises der til artikel fem, punkt IV og punkt 3.7 i Aktieincitamentsprogrammet.

5. ØKONOMISKE ASPEKTER VED DELTAGELSE I ORDNINGEN

- 5.1 Restricted Stock Units'erne er risikobetonede værdipapirer, der er afhængige af aktiemarkedet og Moderselskabets resultater. Som følge heraf er der ingen garanti for, at Restricted Stock Units'erne udløser en fortjeneste. Restricted Stock Units'erne skal ikke medregnes ved opgørelsen af feriepenge, fratrædelsesgodtgørelse, godtgørelse eller kompensation fastsat ved lov, pension og lignende.

- 4.2 In the event of a proposed dissolution or liquidation of the Parent Company and in the event of a merger or a change in control of the Parent Company, other adjustments may be made to the Equity Incentive Program and the Restricted Stock Units.

Plan Administrator's regulation of Options

- 4.3 The Plan Administrator's access to regulation of the Restricted Stock Units in the situations comprised by this section 4 shall be regulated by the terms and conditions of the Equity Incentive Program. As regards the Plan Administrator's, general access to amend or terminate the Equity Incentive Program reference is made to the Equity Incentive Program Article Five, Section IV and Section 3.7 of the Agreement.

5. THE FINANCIAL ASPECTS OF PARTICIPATING IN THE SCHEME

- 5.1 The Restricted Stock Units are risky securities the potential value of which is influenced by the market for Shares and the Parent Company's results. Consequently, there is no guarantee that the vesting of the Restricted Stock Units will trigger a profit. The Restricted Stock Units are not to be included in the calculation of holiday allowance, severance pay, statutory allowance and compensation, pension and similar payments.

Annex 3 - vi

6. SKATTEMÆSSIGE FORHOLD

- 6.1 De skattemæssige konsekvenser for Medarbejderen som følge af tildelingen af Restricted Stock Units og den efterfølgende udnyttelse heraf er i sidste ende Medarbejderens ansvar. Selskabet opfordrer Medarbejderen til selvstændigt at indhente rådgivning om den skattemæssige behandling af tildeling og udnyttelse af Restricted Stock Units.

7. OVERDRAGELSE OG PANTSÆTNING AF OPTIONER MV.

- 7.1 Restricted Stock Units er personlige. Ingen rettigheder om betaling for Restricted Stock Units eller tildeling af Aktier i henhold til Aktieincitamentsprogrammet kan overdrages, overføres, pantsættes eller på anden vis disponeres over af Medarbejderen, frivilligt eller ved udlæg.

6. TAX MATTERS

- 6.1 Any tax consequences for the Service Provider arising out of the Restricted Stock Units and the exercise thereof are ultimately the responsibility of the Service Provider. The Company encourages the Service Provider to obtain individual tax advice in relation to the effect of grant and vesting of the Restricted Stock Units.

7. TRANSFER AND PLEDGING OF OPTIONS, ETC.

- 7.1 The Restricted Stock Units are personal instruments. No rights with regard to settlement of Restricted Stock Units or to receive Shares under the Equity Incentive Program may assigned, transferred, pledged or otherwise disposed of in any way by the Service Provider whether voluntarily or by execution.

Annex 3 - vii

BROADCOM INC. MANDATORY EMPLOYMENT ARBITRATION AGREEMENT

Broadcom Inc., together with all direct and indirect subsidiaries of Broadcom Inc., including the Broadcom Inc. entity by which Participant is employed (collectively, the “Company”) has adopted this Mandatory Employment Arbitration Agreement (the “Agreement”) to govern all disputes between the Company and Participant.

1. General Intent of the Parties. It is the intent of the Company and the Participant that all employment related disputes between the Company and Participant will, to the fullest extent permitted by law, be resolved by final and binding arbitration.
1. Covered Claims. “Covered Claims” include any and all claims or controversies between the Company and any Participant (or between one or more Participants, employees and any present or former officer, director, agent, or employee of the Company or any parent, subsidiary, or other entity affiliated with the Company), including claims or controversies that are related to employment, compensation, including equity awards, or receipt of or eligibility for benefits arising out of employment, and post-employment disputes including, without limitation, contract claims, tort claims, common law claims and claims based on any federal, state or local law, statute, or regulation, including but not limited to any claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family Medical Leave Act, and any other applicable federal or state law or regulation or local ordinance governing employment and compensation; but excluding Excluded Claims.
2. Excluded Claims. Excluded Claims are not subject to arbitration. “Excluded Claims” include (a) claims for unemployment and workers’ compensation benefits, (b) claims under the National Labor Relations Act, (c) administrative claims for unpaid wages or waiting time penalties before the California Division of Labor Standards Enforcement and any other administrative claims that an employee cannot, as a matter of law, be required to assert solely by arbitration; provided, however, that any appeal from an award or from denial of an award by any administrative agency with primary jurisdiction shall be arbitrated pursuant to the terms of this Agreement; (d) to the extent DFARS 252.222-7006 applies, any claims under Title VII of the Civil Rights Act of 1964, or any tort arising out of sexual harassment or sexual assault, unless the Participant further consents to arbitration after the time the dispute arises; and (e) representative claims brought under the California Private Attorney General Act.
3. Provisional Remedies. This Agreement does not limit the right of the Company or Participant to seek any provisional remedy, including, without limitation, injunctive or similar relief, from any court of competent jurisdiction as may be necessary to protect the Company’s or Participant’s rights and interests pending the outcome of an arbitration, including but not limited to claims for violation of any non-disclosure or other agreement between Participant and the Company for the protection of confidential and proprietary information and trade secrets and/or invention assignment.
4. Arbitration. Covered Claims shall be resolved by final and binding arbitration in the County in which the Participant currently works or last worked for the Company. The arbitration will be conducted by a single, neutral arbitrator in accordance with the JAMS (Judicial Arbitration and Mediation Service) Employment Arbitration Rules and Procedures, which can be found at www.jamsadr.com, or by any other arbitration provider mutually agreed by the Company and Participant. The arbitrator will be selected in accordance with JAMS’s applicable arbitrator

selection rules, or the selection rules of any other agreed arbitration provider. The Company and Participant shall be entitled to more than minimal discovery and the arbitrator shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. The arbitrator shall apply the same substantive law, with the same statutes of limitation and the same remedies that would apply if the claims were brought in a court of law.

5. Enforcement. Either the Company or Participant may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award, and shall be entitled to recover fees and costs associated with any such motion to compel arbitration or to enforce an arbitration award. Otherwise, except as provided in Section 4, above, neither the Company nor Participant shall initiate or prosecute any lawsuit or claim in any way related to any arbitrable claim, including without limitation any claim as to the making, existence, validity, or enforceability of this Agreement.
6. Governing Law. The arbitration provisions of this Agreement shall be governed by and enforceable pursuant to the Federal Arbitration Act. In all other respects for provisions not governed by the Federal Arbitration Act, this Agreement shall be construed in accordance with the laws of the state in which the Participant currently works, or last worked, for the Company, without reference to conflicts of law principles.
7. Costs of Arbitration. The Company shall pay all costs unique to arbitration, including without limitation arbitration administrative fees, arbitrator compensation and expenses, and costs of any witnesses called by the arbitrator ("Arbitration Costs"). Unless otherwise ordered by the arbitrator under applicable law, the Company and Participant shall each bear his, her or its own expenses, such as expert witness fees and attorneys' fees and costs. Nothing herein shall prevent the Company or Participant from seeking a statutory award of reasonable attorneys' fees and costs.
8. Waiver of Right to Jury Trial; Class Action Waiver. THE COMPANY AND PARTICIPANT UNDERSTAND AND AGREE THAT THIS AGREEMENT CONSTITUTES A WAIVER OF THEIR RIGHT TO A TRIAL BY JURY OF ANY COVERED CLAIMS. PARTICIPANT UNDERSTANDS AND ACKNOWLEDGES THAT THIS AGREEMENT ALSO CONSTITUTES A WAIVER OF PARTICIPANT'S RIGHT TO BRING ANY CLAIM AS PART OF OR IN CONNECTION WITH A CLASS ACTION LAWSUIT OR CLAIM. THE PARTIES AGREE THAT NO COVERED CLAIM SHALL BE RESOLVED BY A JURY TRIAL AND NO COVERED CLAIM SHALL BE BROUGHT AS A CLASS ACTION.
9. At-Will Employment. Nothing in this Agreement is intended to or shall modify the at-will nature of employment at the Company.
10. Severability and Survival. If any provision of this Agreement shall be held by a court or the arbitrator to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by law, and the remainder of this Agreement shall remain in full force and effect. The Company's and Participant's obligations under this Agreement shall survive the termination of the employment relationship.
11. Complete Agreement. This Agreement contains a full and complete statement of the agreements and understandings as between the Company and Participant regarding resolution of disputes between them, and supersedes and replaces all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Agreement.

12. Opportunity to Consult with Counsel. PARTICIPANT ACKNOWLEDGES AND AGREES THAT PARTICIPANT WAS AFFORDED THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL AND HAS EITHER TAKEN ADVANTAGE OF THAT OPPORTUNITY, OR VOLUNTARILY DECLINED TO DO SO.

B - 3

**Notice of Grant of Performance Stock Unit Award
Under the Broadcom Corporation 2012 Stock
Incentive Plan**

**BROADCOM INC.
1320 Ridder Park Drive
San Jose, CA 95131**

GRANTEE NAME: <Participant Name>

Grant Date:

<Grant Date>

Vesting Base Date:

<Performance Schedule Start Date>

GRANTEE ID: <Employee ID>

Number of Performance Stock Units:

<Grant Custom Field 4>

GRANT NUMBER: <Client Grant ID>

The maximum number of shares that may be issued in respect of the Performance Stock Units is <Number of Awards Granted> shares.

On the grant date shown above (the “**Grant Date**”), Broadcom Inc., a Delaware corporation (the “**Company**”), granted to the grantee identified above (“**you**” or the “**Participant**”) the number of performance stock units shown above (the “**PSUs**” or “**Performance Stock Units**”) under the Broadcom Corporation 2012 Stock Incentive Plan, as amended (the “**Plan**”). If and when it vests, this award entitles you to receive a number of shares of the Company’s common stock (each, a “**Share**”) as determined below.

The number of Shares issuable in respect of each Performance Period (as defined in Exhibit A) shall be determined by multiplying the Achievement Factor (as determined in accordance with Exhibit A) for such Performance Period by twenty-five percent (25%) of the total number of PSUs shown above, if you have not incurred a Termination of Services prior to the March 15 immediately following the end of such Performance Period (each such March 15, a “**Vesting Date**”) and subject to the additional terms set forth in the attached Performance Stock Unit Award Agreement.

Notwithstanding anything to the contrary in any Company plan in which you participate or any agreement to which you are party or any Company policy, the vesting of the PSUs shall not accelerate in the event of any Termination of Service, Change in Control, or termination due to death or permanent disability (or in any other event or circumstance) that occurs prior to the Vesting Base Date.

By accepting this award electronically through the Plan service provider’s online grant acceptance process:

- (1) You agree that the PSUs are governed by this Notice of Grant and the attached Performance Stock Unit Award Agreement (including Exhibits and Annexes thereto and together with the Notice of Grant, the “**Agreement**”) and the Plan.
- (2) You have received, read and understand the Agreement, the Plan and the prospectus for the Plan.

(3) You agree that the Company, in its sole discretion, may satisfy any withholding obligations in respect of the PSUs and any other restricted stock units, if any, granted to you prior to the Grant Date under the Plan or any other Company equity incentive plan (each, a “**Prior Award**”) in accordance with Section 2.6 of the Agreement by (i) withholding Shares otherwise issuable to you upon vesting of the PSUs or such Prior Award, (ii) instructing a broker on your behalf to sell Shares otherwise issuable to you upon vesting of the PSUs or such Prior Award and submit proceeds of such sale to the Company or (iii) using any other method permitted by Section 2.6 of the Agreement, the Plan or the equity incentive plan pursuant to which such Prior Award was granted.

(4) You agree to accept as binding all decisions or interpretations of the Plan Administrator or its delegate regarding any questions relating to the Plan or the Agreement, including, if you provide services outside the United States, the global provisions and any specific provisions for the country in which you provide services, attached to the Agreement as Exhibit B (the “**Foreign Provisions**”).

(5) You have read and agree to comply with the Company’s Insider Trading Policy.

Capitalized terms not specifically defined in this Notice shall have the meanings specified in the Plan or the Agreement.

**BROADCOM CORPORATION
2012 STOCK INCENTIVE PLAN**

PERFORMANCE STOCK UNIT AWARD AGREEMENT

Broadcom Inc., a Delaware corporation (the “**Company**”), pursuant to the Broadcom Corporation 2012 Stock Incentive Plan, as amended from time to time (the “**Plan**”), has granted to the grantee indicated in the attached Notice of Grant (the “**Notice of Grant**”) an award of performance stock units (“**Performance Stock Units**” or “**PSUs**”). The PSUs are subject to all of the terms and conditions set forth in this Performance Stock Unit Award Agreement (including Exhibits and Annexes thereto and together with the Notice of Grant, the “**Agreement**”) and the Plan.

BY ACCEPTING THIS AWARD, YOU CONSENT TO THE USE AND SHARING OF YOUR PERSONAL DATA AS SET FORTH IN THE APPLICABLE PROVISIONS IN EXHIBIT B.

ARTICLE I

GENERAL

1.1 Defined Terms. Capitalized terms not specifically defined in this Agreement shall have the meanings specified in the Plan or in the Notice of Grant, unless the context clearly requires otherwise.

(a) “**Termination of Consultancy**” shall mean the time when the engagement of Participant as a consultant to the Company or a Subsidiary is terminated for any reason, with or without cause, including, but not by way of limitation, by resignation, discharge, death, disability, or retirement, but excluding: (a) terminations where there is a simultaneous employment or continuing employment of Participant by the Company or any Subsidiary, and (b) terminations where there is a simultaneous re-establishment of a consulting relationship or continuing consulting relationship between Participant and the Company or any Subsidiary. The Plan Administrator, in its absolute discretion, shall determine the effect of all matters and questions relating to Termination of Consultancy, including, but not by way of limitation, the question of whether a particular leave of absence constitutes a Termination of Consultancy. Notwithstanding any other provision of the Plan, the Company or any Subsidiary has an absolute and unrestricted right to terminate a consultant’s service at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in writing.

(b) “**Termination of Directorship**” shall mean the time when Participant, if he or she is or becomes a non-employee director of the Board, ceases to be a director for any reason, including, but not by way of limitation, a termination by resignation, failure to be elected, death or retirement. The Board, in its sole and absolute discretion, shall determine the effect of all matters and questions relating to Termination of Directorship with respect to non-employee directors.

(c) “**Termination of Employment**” shall mean the time when the employee-employer relationship between Participant and the Company or any Subsidiary is terminated for any reason, with or without cause, including, but not by way of limitation, a termination by resignation, discharge, death, disability or retirement; but excluding: (a) terminations where there is a simultaneous reemployment or continuing employment of Participant by the Company or any Subsidiary, and (b) terminations where there is a simultaneous establishment of a consulting relationship or continuing consulting relationship between Participant and the Company or any Subsidiary. The Plan Administrator, in its absolute discretion, shall determine the effect of all matters and questions relating to Termination of Employment, including, but not by way of limitation, the question of whether a particular leave of absence constitutes a Termination of Employment.

(d) “**Termination of Services**” shall mean Participant’s Termination of Consultancy, Termination of Directorship or Termination of Employment, as applicable.

1.2 General. The Performance Stock Units represent the right to receive a number of Shares determined in accordance with Exhibit A if and when they vest. The Performance Stock Units shall not be treated as property or as a trust fund of any kind.

1.3 Incorporation of Terms of Plan. PSUs are subject to the terms and conditions of the Plan which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

ARTICLE II

GRANT OF PERFORMANCE STOCK UNITS

2.1 Grant of PSUs. In consideration of your continued employment with or service to the Company or a Subsidiary and for other good and valuable consideration, effective as of the Grant Date set forth in the Notice of Grant (the “**Grant Date**”), the Company granted to you the number of PSUs set forth in the Notice of Grant.

2.2 Company’s Obligation to Pay. Subject to and until the PSUs will have vested in the manner set forth in Article II hereof, you will have no right to payment of any such PSUs. Prior to actual payment of any vested PSUs, such PSUs will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

2.3 Vesting Schedule. Subject to Sections 2.4 and 3.12, your PSUs will vest and become nonforfeitable according to the vesting schedule set forth in the Notice of Grant as long as you have not had a Termination of Services prior to the applicable Vesting Date. Unless otherwise determined by the Plan Administrator, employment or service for a portion, even a substantial portion, of the vesting period will not entitle you to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a Termination of Services as provided in Section 2.5 below or under the Plan.

2.4 Change in Control Treatment. In the event a Change in Control occurs following the Vesting Base Date but prior to the end of any Performance Period (as defined in Exhibit A), each Performance Period then in effect shall be shortened to end at such date within ten (10) days prior to the closing of the Change in Control as determined by the Plan Administrator, the Achievement Factor for each such Performance Period shall be calculated on a date occurring prior to the closing of the Change in Control, as determined by the Plan Administrator, in its sole discretion, and such Performance Stock Units will vest on the Vesting Date following each originally scheduled Performance Period related to such Performance Stock Units, with the number of Shares to be issued upon such vesting determined using the Achievement Factor calculated in accordance with this Section 2.4, subject, in each case, to you not experiencing a Termination of Services prior to the applicable Vesting Date. For the avoidance of doubt, the Performance Stock Units shall be subject to any accelerated vesting applicable to such Performance Stock Units under any change in control plan you participate in or any change in control agreement you are party to, in each case, in accordance with the terms thereof and using the Achievement Factor determined in accordance with this Section 2.4; provided, that, the vesting of the Performance Stock Units shall not accelerate in the event of any Termination of Service, Change in Control, or termination due to death or permanent disability (or in any other event or circumstance) that occurs prior to the Vesting Base Date.

2.5 Forfeiture, Termination and Cancellation upon Termination of Services. Upon your Termination of Services prior to a Vesting Date for any or no reason, the PSUs subject to such Performance Period will be automatically forfeited, terminated and cancelled as of the applicable termination date without payment of any consideration by the Company, and you, or your beneficiary or personal representative, as the case may be, shall have no further rights hereunder. In addition, any PSUs that do not vest in accordance with the Notice of Grant and Exhibit A will be automatically forfeited, terminated and cancelled as of the Determination Date applicable to such PSUs without payment of any consideration by the Company, and you, or your beneficiary or personal representative, as the case may be, shall have no further rights hereunder.

2.6 Payment after Vesting.

(a) On or before the tenth (10th) day following the later of (i) the Determination Date or (ii) the Vesting Date for each Performance Period, the Company shall deliver to the Participant that number of Shares, if any, issuable in respect of such Performance Period, as determined in accordance with the Notice of Grant. Notwithstanding the foregoing, in the event Shares cannot be issued because of the failure to meet one or more of the conditions set forth in Section 2.8(a), (b) or (c) hereof, then the Shares shall be issued pursuant to the preceding sentence as soon as administratively practicable after the Plan Administrator determines that Shares can again be issued in accordance with Sections 2.8(a), (b) and (c) hereof. Notwithstanding any discretion in the Plan, the Notice of Grant or this Agreement to the contrary, upon vesting of the PSUs, Shares will be issued, if at all, as set forth in this section. In no event will the PSUs be settled in cash.

(b) Notwithstanding anything to the contrary in this Agreement or the agreements evidencing any Prior Awards, the Company shall be entitled to require you to pay any sums required by applicable law to be withheld with respect to the PSUs, the issuance of Shares or with respect to any Prior Awards. Such payment shall be made in such form of consideration as determined by the Company in its sole discretion, including:

(i) Cash or check;

(ii) Surrender or withholding of Shares otherwise issuable under the PSUs or Prior Awards, as applicable, and having an aggregate Fair Market Value on the date of withholding no greater than the aggregate amount of such liabilities based on the maximum statutory withholding rates in your applicable jurisdiction;

(iii) Other property acceptable to the Company in its sole discretion (including cash resulting from a transaction (a "Sell to Cover") in which the Company, on your behalf, instructs Fidelity Stock Plan Services, LLC or one of its affiliates or another agent selected by the Company (collectively, the "Agent") to sell a number of Shares issued to you sufficient to meet the withholding obligation, as determined by the Company in its sole discretion, and to remit proceeds of such sale to the Company sufficient to satisfy the withholding obligation); or

(iv) By deduction from other compensation payable to you.

If the Company requires or permits a Sell to Cover:

(A) You hereby appoint the Agent as your agent and direct the Agent to (1) sell on the open market at the then prevailing market price(s), on your behalf, promptly after any PSUs (or Prior Awards) vest, such number of the Shares that are issued in respect of such PSUs (or subject to or issued in respect of such Prior Awards) as the Agent determines will generate sufficient proceeds to cover (x) any estimated tax, social insurance, payroll, fringe benefit or similar withholding obligations with respect to such vesting and (y) all applicable fees and commissions due to, or required to be collected by, the Agent with respect thereto and (2) in the Company's discretion, apply any remaining funds to your federal tax withholding or remit such remaining funds to you.

(B) You hereby authorize the Company and the Agent to cooperate and communicate with one another to determine the number of Shares to be sold pursuant to subsection (A) above. You understand that to protect against declines in the market price of Shares, the Agent may determine to sell more than the minimum number of Shares needed to generate the required funds.

(C) You understand that the Agent may effect sales as provided in subsection (A) above in one or more sales and that the average price for executions resulting from bunched orders will be assigned to your account. In addition, you acknowledge that it may not be possible to sell Shares as provided in subsection (A) above due to (1) a legal or contractual restriction applicable to the Agent, (2) a market disruption, or (3) rules governing order execution priority on the national exchange where the Shares may be traded. In the event of the Agent's inability to sell Shares, you will continue to be responsible for the timely payment to the Company and/or its affiliates of all federal, state, local and foreign taxes that are required by applicable laws and regulations to be withheld, including but not limited to those amounts specified in subsection (A) above.

(D) You acknowledge that, regardless of any other term or condition of this Section 2.6(b), neither the Company nor the Agent will have any liability to you for (1) special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages of any kind, (2) any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond its reasonable control, or (3) any claim relating to the timing of any Sell to Cover, the price at which Shares are sold in any Sell to Cover, or the timing of the delivery to you of any Shares following any Sell to Cover. Regardless of the Company's or any Subsidiary's actions in connection with tax withholding pursuant to this Agreement, you acknowledge that the ultimate responsibility for any and all tax-related items imposed on you in connection with any aspect of the PSUs (and any Prior Awards) and any Shares issued upon vesting of the PSUs (or subject to or issued in respect of your Prior Awards) is and remains your responsibility and liability. Except as expressly stated herein, neither the Company nor any Subsidiary makes any commitment to structure the PSUs (or any Prior Award) to reduce or eliminate your liability for tax-related items.

(E) You hereby agree to execute and deliver to the Agent any other agreements or documents as the Agent reasonably deems necessary or appropriate to carry out the purposes and intent of this Section 2.6(b). The Agent is a third-party beneficiary of this Section 2.6(b).

This Section 2.6(b) shall survive termination of this Agreement until all tax withholding obligations arising in connection with this Award have been satisfied.

The Company shall not be obligated to deliver any Shares to you unless and until you have paid or otherwise satisfied in full the amount of all federal, state, local and foreign taxes required to be withheld in connection with the grant, vesting or settlement of the PSUs.

2.7 Rights as Stockholder. As a holder of PSUs you are not, and do not have any of the rights or privileges of, a stockholder of the Company, including, without limitation, any dividend rights or voting rights, in respect of the PSUs and any Shares issuable upon vesting or settlement thereof unless and until such Shares shall have been actually issued by the Company to you. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section II.A of Article Three of the Plan.

2.8 Conditions to Delivery of Shares. Subject to Section VI of Article Five of the Plan, the Shares deliverable hereunder, or any portion thereof, may be either previously authorized but unissued Shares or issued Shares which have then been reacquired by the Company. Such Shares shall be fully paid and nonassessable. The Company shall not be required to issue or deliver any Shares deliverable hereunder prior to fulfillment of all of the following conditions:

- (a) The admission of such Shares to listing on all stock exchanges on which the Shares are then listed;

(b) The completion of any registration or other qualification of such Shares under any state, federal or foreign law or under rulings or regulations of the Securities and Exchange Commission or of any other governmental regulatory body, which the Plan Administrator shall, in its absolute discretion, deem necessary or advisable;

(c) The obtaining of any approval or other clearance from any state, federal or foreign governmental agency which the Plan Administrator shall, in its absolute discretion, determine to be necessary or advisable;

(d) The receipt by the Company of full payment for such Shares, including payment of any applicable withholding tax, which may be in one or more of the forms of consideration permitted under Section 2.6 hereof; and

(e) The lapse of such reasonable period of time following a Vesting Date as the Plan Administrator may from time to time establish for reasons of administrative convenience.

ARTICLE III

OTHER PROVISIONS

3.1 Administration. The Plan Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Plan Administrator in good faith shall be final and binding upon you, the Company and all other interested persons. No member of the Plan Administrator or the Board shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, this Agreement or the PSUs.

3.2 Adjustments Upon Specified Events. In addition, upon the occurrence of certain events relating to the Shares contemplated by Section V.E of Article One and Section II of Article Three of the Plan (including, without limitation, an extraordinary cash dividend on such Shares), the Plan Administrator shall make such adjustments as the Plan Administrator deems appropriate in the number of Performance Stock Units then outstanding and the number and kind of securities that may be issued in respect of the Performance Stock Units. You acknowledge that the PSUs are subject to modification and termination in certain events as provided in this Agreement and Articles One and Three of the Plan.

3.3 Grant is Not Transferable. Your PSUs may not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the PSUs, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, the PSUs will terminate immediately and will become null and void.

3.4 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to Participant shall be addressed to Participant at the Participant's last address reflected on the Company's records, including any email address. By a notice given pursuant to this Section 3.4, either party may hereafter designate a different address for notices to be given to that party. Any notice to the Company shall be deemed given when actually received. Any notice given by the Company shall be deemed given when sent via email or 5 U.S. business days after mailing.

3.5 Titles. Titles provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

3.6 Governing Law; Severability. The laws of the State of California shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

3.7 Conformity to Securities Laws. You acknowledge that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, and state and foreign securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the PSUs are granted, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

3.8 Amendments, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Plan Administrator or the Board, *provided*, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the PSUs in any material way without your prior written consent.

3.9 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth in Section 3.3 hereof, this Agreement shall be binding upon Participant and his or her heirs, executors, administrators, successors and assigns.

3.10 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if you are subject to Section 16 of the Exchange Act, the Plan, the PSUs and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by and necessary to comply with applicable law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

3.11 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon you any right to continue to serve as an employee or other service provider of the Company or any of its Subsidiaries.

3.12 Dispute Resolution. By accepting the PSUs, if you are an employee providing services in the U.S., you agree to the provisions of, and to be bound by, the Broadcom Inc. Mandatory Employment Arbitration Agreement attached as Exhibit C hereto (the “**Arbitration Agreement**”). In the event you violate the Arbitration Agreement, the PSUs will thereupon be cancelled for no consideration.

3.13 Entire Agreement. The Plan, the Notice of Grant and this Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

3.14 Section 409A. The PSUs are not intended to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, “**Section 409A**”). However, notwithstanding any other provision of the Plan or this Agreement, if at any time the Plan Administrator determines that the PSUs (or any portion thereof) may be subject to Section 409A, the Plan Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify you or any other person for failure to do so) to adopt such amendments to the Plan or this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Plan Administrator determines are necessary or appropriate either for the PSUs to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

3.15 Limitation on Participant’s Rights. Participation in the Plan confers no rights or interests other than as herein provided. Neither the Plan nor any underlying program, in and of itself, has any assets. The Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the PSUs, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to PSUs, as and when payable hereunder.

3.16 Additional Terms for Participants Providing Services Outside the United States. To the extent you provide services to the Company or a Subsidiary in a country other than the United States, the PSUs shall be subject to such additional or substitute terms as shall be set forth for such country in Exhibit B attached hereto. If you relocate to one of the countries included in Exhibit B during the life of the PSUs, Exhibit B, including the provisions for such country, shall apply to you and the PSUs, to the extent the Company determines that the application of such provisions is necessary or advisable in order to comply with applicable law or facilitate the administration of the Plan. In addition, the Company reserves the right to impose other requirements on the PSUs and the Shares issued upon vesting of the PSUs, to the extent the Company determines it is necessary or advisable in order to comply with local laws 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.

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**EXHIBIT A
TO BROADCOM CORPORATION
2012 STOCK INCENTIVE PLAN
PERFORMANCE STOCK UNIT AWARD AGREEMENT**

PERFORMANCE CRITERIA AND MEASUREMENT

1. Definitions.

For the purposes of the charts, calculations and conditions below:

- a. **“Average Market Value,”** with respect to a company, shall mean the average closing trading price of a company’s shares on the principal exchange on which such shares are then traded, during the 30 consecutive calendar days ending on (and including) a specified date, as reported by the applicable principal exchange on which such company’s shares are listed or quoted, or by such other authoritative source as the Plan Administrator may determine.
- b. **“Prior Achievement Sum”** means the sum of the Achievement Factors (as defined below) for Performance Period 1, Performance Period 2 and Performance Period 3.
- c. **“Relative TSR”** shall mean the Company’s TSR relative to the TSR of the companies that comprise the S&P 500 Index as of the last day of the Performance Period, expressed as a percentile.
- d. **“TSR”** means the compound annual total stockholder return of the Company (or of a company in the S&P 500 Index, as applicable), as measured by the change in the price of a Share (or the publicly traded securities of a company in the S&P 500 Index, as applicable) over the Performance Period (positive or negative), calculated based on the Average Market Value on the first day of the Performance Period as the beginning share price, and the Average Market Value on the last day of the Performance Period as the ending share price, and assuming dividends (if any) are reinvested based on the price of a Share (or the publicly traded securities of a company in the S&P 500 Index, as applicable) in accordance with the “gross” or “total” return methodology as defined by S&P Dow Jones.

2. Performance Periods. There shall be four performance periods (each, a **“Performance Period”**) as follows: March 2 immediately preceding the Vesting Base Date (the **“Performance Period Commencement Date”**) through March 1 of the first calendar year following the Performance Period Commencement Date (**“Performance Period 1”**), the Performance Period Commencement Date through March 1 of the second calendar year following the Performance Period Commencement Date (**“Performance Period 2”**), the Performance Period Commencement Date through the March 1 of the third calendar year following the Performance Period Commencement Date (**“Performance Period 3”**) and the Performance Period Commencement Date through March 1 of the fourth calendar year following the Performance Period Commencement Date (**“Performance Period 4”**).

3. **Achievement Factor.** As soon as administratively practicable, and in any event within 60 days, following the end of each Performance Period, the Plan Administrator shall determine the Relative TSR for such Performance Period and calculate the Achievement Factor (such date of determination, the “**Determination Date**”). For the purposes hereof, “**Achievement Factor**” shall mean that factor determined under the applicable table below.

Relative TSR Performance Periods 1, 2 and 3	Achievement Factor
Below the 25 th percentile of the S&P 500	0
At the 25 th percentile of the S&P 500	0.50
At or above the 50 th percentile of the S&P 500	1

Relative TSR Performance Period 4	Achievement Factor
Below the 25 th percentile of the S&P 500	0
At the 25 th percentile of the S&P 500	Prior Achievement Sum greater than or equal to 1.5 = 0.5. Prior Achievement Sum less than 1.5 = 2 less the Prior Achievement Sum.
At the 50 th percentile of the S&P 500	4 less the Prior Achievement Sum.
At or above the 75 th percentile of the S&P 500	Absolute TSR Negative = 4 less the Prior Achievement Sum. Absolute TSR Neutral or Positive = 8 less the Prior Achievement Sum.

If the Relative TSR achieved during the applicable Performance Period is between two of the levels set forth in the tables above, the Achievement Factor shall be determined using linear interpolation. For the avoidance of doubt, the Shares issuable in respect of the PSUs shall in no event exceed two times the number of PSUs shown in the Notice of Grant, and in the event the Relative TSR for the Performance Period is less than the 25th percentile, the Achievement Factor shall be 0 (i.e., no linear interpolation between the two lowest Relative TSR achievement levels set forth in the tables above). If our absolute TSR is negative for Performance Period 4, then the maximum number of Shares issuable in respect of the PSUs is 100% of the number of PSUs shown in the Notice of Grant.

**EXHIBIT B
TO BROADCOM CORPORATION
2012 STOCK INCENTIVE PLAN
PERFORMANCE STOCK UNIT AWARD AGREEMENT**

This Exhibit B includes (i) additional terms and conditions applicable to all Participants providing services to the Company or a Subsidiary outside the United States, and (ii) additional terms applicable to Participants providing services to the Company or a Subsidiary in the countries identified below. These terms and conditions are in addition to those set forth in the Agreement and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail. Any capitalized term used in this Exhibit B without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

For your convenience and information, we have provided certain general information regarding some of the tax and/or exchange control requirements that may apply to participants in certain of the countries identified in Section II below. Such information is current only as of November 2018 (except as otherwise indicated below), and the Company undertakes no obligation to update any such information and does not ensure that it is complete or correct. This information may not apply to your individual situation, and may not be current as of any particular date in the future. The absence of any information on tax or foreign exchange requirements for any particular country should not be regarded as an indication that no such requirements may apply in that country. The laws, rules and regulations of any country regarding the holding of securities may be subject to frequent change.

You are advised to seek appropriate professional advice as to how the relevant exchange control and tax laws in your country may apply to your individual situation.

I. GLOBAL PROVISIONS APPLICABLE TO PARTICIPANTS IN ALL COUNTRIES OTHER THAN THE UNITED STATES

1. General Acknowledgements and Agreements: You further acknowledge and agree that:

(a) No Guarantee of Continued Service. THE VESTING OF THE PERFORMANCE STOCK UNITS PURSUANT TO THE VESTING SCHEDULE WILL OCCUR ONLY IF YOU CONTINUE AS A DIRECTOR, CONSULTANT OR EMPLOYEE (AS APPLICABLE) TO THE COMPANY OR A SUBSIDIARY THROUGH THE APPLICABLE VESTING DATE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A DIRECTOR, CONSULTANT OR EMPLOYEE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH YOUR RIGHT OR THE RIGHT OF THE COMPANY OR ANY SUBSIDIARY TO EFFECT A TERMINATION OF SERVICES AT ANY TIME, WITH OR WITHOUT CAUSE, NOR SHALL IT BE CONSTRUED TO AMEND OR MODIFY THE TERMS OF ANY CONSULTANCY, DIRECTORSHIP, EMPLOYMENT OR OTHER SERVICE AGREEMENT BETWEEN YOU AND THE COMPANY OR ANY SUBSIDIARY.

(b) The Plan is discretionary in nature and that, subject to the terms of the Plan, the Company can amend, cancel or terminate the Plan at any time.

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- (c) The grant of the PSUs under the Plan is voluntary and occasional and does not give you any contractual or other right to receive PSUs or benefits in lieu of PSUs in the future, even if you have received PSUs repeatedly in the past.
- (d) All determinations with respect to any future awards, including, but not limited to, the times when awards under the Plan shall be granted and the terms thereof, including the time or times when any PSUs may vest, will be at the sole discretion of the Company.
- (e) Your participation in the Plan is voluntary.
- (f) The value of the PSUs is an extraordinary item of compensation that is outside of the scope of your directorship, consultancy or employment contract or relationship.
- (g) The PSUs are not part of normal or expected compensation or salary for any purpose, including, without limitation, calculating severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or similar payments.
- (h) The PSUs shall expire, terminate and be forfeited upon your Termination of Services for any reason, except as otherwise explicitly provided in this Agreement and/or the Plan.
- (i) The future value of the Shares that may be issued upon vesting of the PSUs is unknown and cannot be predicted with any certainty.
- (j) If you are not an employee of the Company as of the grant date shown on the Notice of Grant, the grant of the PSUs shall in no event be understood or interpreted to mean that the Company is your employer or that you have an employment relationship with the Company.
- (k) No claim or entitlement to compensation or damages arises from the expiration, termination or forfeiture of the PSUs or any portion thereof. You irrevocably release the Company, its parent(s) and subsidiaries from any such claim. Such a claim will not constitute an element of damages in the event of a Termination of Services for any reason, even if the termination is in violation of an obligation of the Company or any Subsidiary, to you.
- (l) Neither the Company nor any Subsidiary has provided you, and nor will they provide you, with any specific tax, legal or financial advice with respect to the PSUs, the Shares issuable upon vesting of PSUs, this Agreement or the Plan. Neither the Company nor any Subsidiary is making nor have they made any recommendations relating to your participation in the Plan, the receipt of the PSUs or the acquisition or sale of Shares upon vesting of PSUs.
- (m) You shall bear any and all risk associated with the exchange of currency and the fluctuation of currency exchange rates in connection with this Award, including without limitation in connection with the sale of any Shares issued upon vesting of the PSUs ("Currency Exchange Risk"), and you hereby waive and release the Company and its Subsidiaries from any claims arising out of Currency Exchange Risk.
- (n) You agree that it is your responsibility to comply, and you shall comply, with any and all exchange control requirements applicable to the PSUs and the sale of Shares issued upon vesting of the PSUs and any resulting funds including, without limitation, reporting or repatriation requirements.

(o) Neither the Company nor any Subsidiary is responsible for your legal compliance requirements relating to the PSUs or the ownership and possible sale of any Shares issued upon vesting of the PSUs, including, but not limited to, tax reporting, the exchange of U.S. dollars into or from your local currency, the transfer of funds to or from the United States, and the opening and use of a U.S. brokerage account.

(p) If this Agreement, the Plan, any website or any other document related to the PSUs is translated into a language other than English, and if the translated version is different from the English version, the English language version will take precedence. You confirm having read and understood the documents relating to the Plan and the PSUs, including, without limitation, this Agreement, which were provided to you in English, and waive any requirement for the Company to provide these documents in any other language.

(q) Your right to vest in the PSUs will terminate effective as of the date that is the earlier of (1) the effective date of the your Termination of Services (whether or not in breach of local labor laws), or (2) the date you are no longer actively providing service, regardless of any notice period or period of pay in lieu of such notice required under applicable laws (including, but not limited to statutory law, regulatory law and/or common law); the Company shall have the exclusive discretion to determine when the you are no longer actively providing service for purposes of the PSUs.

(r) To the extent you are providing services in a country identified in Section II of this Exhibit B, you understand and agree that the provisions for such country apply and are incorporated into the Agreement.

2. Consent to Personal Data Processing and Transfer. The entities listed in **Annex 1** (the “Broadcom Entities”) may hold, and by accepting the PSUs you consent to their holding, your personal information, including your name, home address, telephone number, date of birth, social security number or other employee tax identification number, national identification number, passport number, employment history and status, salary, nationality, job title, and information about any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in your favor (the “Data”).

The Broadcom Entities use the Data for the purpose of implementing, managing and administering the Plan and employee compensation and for compliance and financial reporting purposes (the “**Purpose**”).

The Broadcom Entities may transfer, and by accepting the PSUs you consent to any such transfer of, the Data to other Broadcom Entities, to entities listed in **Annex 2** or to other entities to assist the Broadcom Entities in the Purpose. The Broadcom Entities may also make the Data available to public authorities where required by law or regulation. The third parties and public authorities may be located in the United States, the European Economic Area, or elsewhere, including in territories where data protection laws may not be as protective as in your jurisdiction of residence.

You may, at any time, review the Data, require any necessary amendments to it or withdraw the consents given herein in writing by contacting the Company through your local H.R. Director. If you withdraw your consent, you must do so by writing to the Company’s Stock Administration Department, 1320 Ridder Park Drive, San Jose, CA 95131, U.S.A., or sending an email to stockadmin.pdl@broadcom.com. If you withdraw your consent, the Company will not be able to administer this award. Accordingly, if you withdraw your consent, this Award will be cancelled when your withdrawal is received.

I agree that the Broadcom Entities and third parties may process my Data as described above, including transfer to and use in countries in which data protection laws may not be as protective as in my jurisdiction of residence.

II. COUNTRY SPECIFIC PROVISIONS APPLICABLE TO PARTICIPANTS WHO PROVIDE SERVICES IN THE IDENTIFIED COUNTRIES

ARGENTINA

Securities Notification.

Neither the PSUs nor the underlying Shares are publicly offered or listed on any stock exchange in Argentina. The offer of PSUs is private and is not subject to the supervision of any Argentine governmental authority.

Exchange Control Reporting.

The Argentine Central Bank maintains an investment registry to, among other things, monitor investments of Argentine residents maintained abroad. The investment registry established by Communication “A” 4305 requires that a report be filed if the value of the holdings abroad, including equity and real estate, is equal to greater than US\$1,000,000.

AUSTRALIA

Definitions.

For the purposes of this section:

“**ASIC**” means the Australian Securities & Investments Commission;

“**Australian Offerees**” means all persons to whom an offer or invitation of Performance Stock Units are made in Australia under the Plan;

“**Corporations Act**” means the Corporations Act 2001 (Cth);

“**Exchange**” means the NASDAQ Global Select Market or any other exchange on which the Shares are traded or quoted; and

“**Related Body Corporate**” has the meaning given in section 50 of the Corporations Act.

General Advice Only.

Any advice given by the Company or a Related Body Corporate of the Company in relation to the PSUs offered under the Plan does not take into account an Australian Offeree’s objectives, financial situation and needs. Australian Offerees should consider obtaining their own financial product advice from an independent person who is licensed by ASIC to give such advice.

Acquisition Price.

No acquisition price is payable by you for the Company to grant you the number of PSUs set forth in the Notice of Grant.

Risks of Acquiring Shares.

The paragraph below provides general information about the risks of acquiring and holding Shares. Before acquiring PSUs, you should satisfy yourself that you have a sufficient understanding of these matters and should consider whether Shares are a suitable investment for you, considering your own investment objectives, financial circumstances and taxation position.

Factors that could affect the market price of the Shares include any risks associated with any loss of the Company's significant customers and fluctuations in the timing and volume of significant customer demand; the Company's dependence on contract manufacturers and outsourced supply chain; the Company's dependency on a limited number of suppliers; any acquisitions the Company may make, such as delays, challenges and expenses associated with receiving governmental and regulatory approvals and satisfying other closing conditions, and with integrating acquired companies with the Company's existing businesses and the Company's ability to achieve the benefits, growth prospects and synergies expected from such acquisitions; the Company's ability to accurately estimate customers' demand and adjust its manufacturing and supply chain accordingly; the Company's significant indebtedness, including the need to generate sufficient cash flows to service and repay such debt; increased dependence on a small number of markets and the rate of growth in these markets; dependence on and risks associated with distributors of the Company's products; dependence on senior management; quarterly and annual fluctuations in operating results; global economic conditions and concerns; cyclicity in the semiconductor industry or in the Company's target markets; the Company's competitive performance and ability to continue achieving design wins with its customers, as well as the timing of those design wins; prolonged disruptions of the Company's or its contract manufacturers' manufacturing facilities or other significant operations; the Company's ability to improve its manufacturing efficiency and quality; the Company's dependence on outsourced service providers for certain key business services and their ability to execute to the Company's requirements; the Company's ability to maintain or improve gross margin; the Company's overall cash tax costs, legislation that may impact the Company's effective tax rate and the Company's ability to maintain tax concessions in certain jurisdictions; the Company's ability to protect its intellectual property and the unpredictability of any associated litigation expenses; any expenses or reputational damage associated with resolving customer product and warranty and indemnification claims; the Company's ability to sell to new types of customers and to keep pace with technological advances; market acceptance of the end products into which the Company's products are designed; and other events and trends on a national, regional and global scale, including those of a political, economic, business, competitive and regulatory nature.

The foregoing information is as of March 15, 2018. For more information about these and other risks related to an investment in the Company's Shares, please see the Annual Report on Form 10-K for the fiscal year ended October 29, 2017, filed by Broadcom Limited, a company organized under the laws of Singapore ("**Broadcom-Singapore**"), and subsequent Quarterly Reports on Form 10-Q filed by Broadcom-Singapore or the Company with the U.S. Securities and Exchange Commission, available at www.sec.gov or <http://investors.broadcom.com/phoenix.zhtml?c=203541&p=irol-sec>. Subsequently filed Forms 10-K and 10-Q may have more recent information.

In addition, there is no assurance that we will continue to pay dividends or that such payments will remain constant or increase. Payment of future dividends, if any, and the timing and amount of any dividends we determine to pay, are at the discretion of our Board of Directors.

Market Price in Australian Dollars.

An Australian Offeree could, from time to time, ascertain the market price of Shares by obtaining that price from the Exchange website, the Company website or The Wall Street Journal, and multiplying that price by a published exchange rate to convert U.S. Dollars into Australian Dollars.

AUSTRIA

Exchange Control Information.

If you hold Shares acquired pursuant to PSUs outside of Austria, you must submit a report to the Austrian National Bank. An exemption applies if the value of the Shares as of the end of any given calendar year does not exceed €5,000,000. If this threshold is exceeded, yearly reporting obligations are imposed. If the value of the shares as of the end of any given calendar year exceeds €30,000,000, quarterly reporting obligations are imposed. Such amounts are the amounts in effect as of November 2018 and may change in the future. The annual reporting date is December 31 and the deadline for filing the annual report is January 31 of the following year. The quarterly reporting date is the last day of the calendar quarter and the deadline for filing the quarterly report is on the fifteenth day of the following calendar month. These rules also apply for the acquisition and selling of shares.

If the value of all your accounts abroad exceeds €10,000,000 or euro equivalent, the movements and balances of all accounts must be reported as of the last day of each month, on or before the fifteenth day of the following month, on the prescribed form (Meldungen SI-Forderungen und/oder SI-Verpflichtungen).

Consumer Protection Information.

If the provisions of the Austrian Consumer Protection Act are considered to be applicable to the Agreement and the Plan, you may be entitled to revoke your acceptance of the Agreement under the conditions listed below:

- (i) If you accept the PSUs outside the business premises of the Company or its relevant Subsidiary, you may be entitled to revoke your acceptance of the Agreement, provided the revocation is made within one week after you accept the Agreement.
- (ii) The revocation must be in written form to be valid. It is sufficient if you return the Agreement to the Company or the Company's representative with language which can be understood as your refusal to conclude or honor the Agreement, provided the revocation is sent within the period set forth above.

BELARUS

No country-specific provisions.

BELGIUM

Tax Information.

Sales of Shares you acquire hereunder will generally be subject to a transaction tax (at the rate of 0.27%, up to a cap) upon your sale of the Shares, which you will be responsible for reporting and paying. If you sell through a Belgian bank or broker, that bank or broker may facilitate reporting and payment of this tax on your behalf. Alternatively, if you sell through another bank or broker, you should report and pay the tax directly. Consult your tax advisor or the website of the General Administration of Taxation for more information.

Foreign Asset/Account Reporting Information.

You are required to report any taxable income attributable to PSUs and Shares on your annual tax return. In addition, you are required to report any bank accounts opened and maintained outside Belgium on your annual tax return. In a separate report, you may be required to provide the National Bank of Belgium with certain details regarding such foreign accounts (including the account number, bank name and country in which any such account was opened). You should consult with your personal tax advisor to determine your personal reporting obligations.

BULGARIA

No country-specific provisions.

CANADA

French Language Provisions.

The following provisions will apply if you are a resident of Quebec: The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

*Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention (“**Agreement**”), ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à la présente convention.*

Award Payable Only in Shares.

The grant of the PSUs does not give you any right to receive a cash payment, and the PSUs are payable in Shares only.

CHILE

Securities Notification.

Neither the Company, the Plan nor the Shares offered under the Plan have been registered in the *Registro de Valores* (Securities Registry) or in the *Registro de Valores Extranjeros* (Foreign Securities Registry) maintained by the Chilean Commission for the Financial Market (“CMF”) and they are not subject to the control of the CMF. The offering is ruled by number 2 of *Norma de Carácter General* 345 issued by the CMF (“*General Regulation* 345”). As the Shares are not registered, the Company has no obligation under Chilean law to deliver public information regarding the Shares in Chile. The Shares cannot be publicly offered in Chile unless they are registered in the corresponding securities registry of the CMF or they comply with General Regulation 345 of the CMF. The commencement date of the offer is the Grant Date indicated in the beginning of this Agreement.

La Compañía y las acciones de la Empresa (las “Acciones”) no han sido registradas en el Registro de Valores o en el Registro de Valores Extranjeros que lleva la Comisión para el Mercado Financiero de Chile (“CMF”). Esta oferta se acoge al numeral 2 de la Norma de Carácter General 345 de la CMF. Por tratarse de valores no inscritos, la Compañía no tiene obligación bajo la ley chilena de entregar en Chile información pública acerca de las Acciones. Las Acciones no pueden ser ofrecidas públicamente en Chile en tanto éstas no se inscriban en el Registro de Valores de la CMF correspondiente o cumplan las condiciones establecidas en la Norma de Carácter General 345 de la CMF. La fecha de inicio de la presente oferta es la indicada en la portada de este documento como “the Grant Date”.

Foreign Asset Reporting.

If you are domiciled or residing in Chile, you must report to the Central Bank of Chile that, under the Agreement, you have acquired shares abroad but only if they are worth more than US\$10,000 or its equivalent in other foreign currency.

If you have off-shore investments, including shares acquired from the Plan, exceeding USD 5,000,000, you must file Annexes 3.1 and 3.2 of Chapter XII of the Manual (also available at www.bcentral.cl) with the Central Bank of Chile within the 45-day period following the end of March, June and September of each year and within a 60-day period after December 31 of each year. It is your responsibility to make this filing and failure complete such filings on time may result in the imposition of fines.

If you are domiciled in Chile, any payment or remittance of foreign currency into Chile (e.g. proceeds from the sale of Shares, payment of dividends) arising from foreign investments maintained abroad must be carried out through a Formal Exchange Market Entity (“EMCF”: banks and other authorized entities). You must report the details of any such remittance to the commercial bank involved (or other EMCF).

Tax Reporting and Registration Information.

If you wish to receive credit in Chile for any tax paid abroad on any dividends received pursuant to the Shares, you must register Shares you receive upon vesting of the PSUs with the Registry of Foreign Investments (*Registro de Inversiones en el Extranjero*) kept by the Chilean Internal Revenue Services (the “CIRS”). You should consult with your personal legal and tax advisor about the tax consequences derived from this Plan, about how to register the Shares with the CIRS and about the obligation to file any tax affidavits that may be required from time to time by the CIRS in connection with your participation in the Plan, your investment in Shares, their disposition or any dividends received in connection therewith.

CHINA

Tax Withholding.

You agree that the Company, in its sole discretion, may satisfy any withholding obligations in respect of the PSUs by (i) withholding Shares otherwise issuable to you upon vesting of the PSUs, (ii) instructing a broker on your behalf to sell Shares issuable to you upon vesting of the PSUs and submit proceeds of such sale to the Company or (iii) using any other method permitted by Section 2.6 of the Agreement or the Plan.

Settlement of PSUs and Sale of Shares.

The following provisions supplement Section 2.6(b) of the Agreement.

Sale of Shares May be Required.

The Company may, in its sole discretion, require you to sell at, or any time following, vesting, the Shares you receive when your PSUs vest. You authorize the Company or a brokerage firm designated by the Company to perform this transaction for you and agree that applicable commissions and fees due in connection with the sale may be deducted from your proceeds. You acknowledge that such Shares will be sold at prevailing market prices and waive any claim based on the timing of the sale or the price received for the Shares.

The award agreements for some restricted stock units granted to you in the past (if any), whether under the Plan or any other Company equity incentive plan (collectively, the “**Prior RSUs**”) may have required that whenever such Prior RSUs vest, all Shares issued as a result of such vesting must be sold. You agree that, with respect to the Prior RSUs (if any), the Company may require a Sell to Cover when Prior RSUs vest and allow you to hold the remaining Shares, subject to compliance with these country provisions for China. The award agreements covering your Prior RSUs (if any) will be deemed amended to the extent necessary to reflect this paragraph.

If Sale of Shares is not Required at Vest.

When your PSUs vest, if the Company does not require the immediate sale of the Shares you are entitled to receive, the Company may require that you retain those Shares in your account at a brokerage firm designated by the Company until you sell the Shares, even if you stop providing services for the Company or a Subsidiary.

Following your Termination of Services, the Company may restrict your ability to sell or transfer any Shares remaining in your account and sell those Shares at a time determined by the Company in its sole discretion. You agree not to bring any claim against the Company, any Subsidiary or the Agent based on the timing of any such sale or the price at which any such Shares are sold.

Without limiting the foregoing, all the Shares issued in respect of your PSUs or your Prior RSUs (if any) must be sold within six (6) months following your Termination of Services. The Company may, in its sole discretion, require you to sell at any time during this six (6)-month period, such Shares. Any Shares issued in respect of your PSUs or your Prior RSUs (if any) that remain in your account at a brokerage firm during the last two (2) weeks of such six (6)-month period may be automatically sold by the Agent during such two (2) week period, with the actual date of such sale determined by the Company or the Agent in its sole discretion. Neither the Company nor the Agent will guarantee the sale price for any such sale and you shall be solely responsible for fluctuations in the value of the Shares until sale. The award agreements covering your Prior RSUs (if any) will be deemed amended to the extent necessary to reflect this paragraph.

Payment of Sale Proceeds.

You understand and agree that, pursuant to exchange control requirements in China, you may be required to repatriate to China the cash proceeds from the sale of the Shares issued upon the settlement of the PSUs and that the Company may be required to effect that repatriation through a special exchange control account established by the Company or a Subsidiary. You agree that any proceeds from the sale of any Shares you acquire may be transferred to such special account prior to being delivered to you. You also understand that there may be significant delays in delivering the funds to you due to exchange control requirements in China and agree not to make any claim against the Company or any Subsidiary as a result of the amount of time it takes to deliver the funds to you.

Proceeds may be paid to you in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to you in U.S. dollars, you will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid to you in local currency, the Company is under no obligation to obtain any particular exchange conversion rate and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions.

Further Actions.

You further agree to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

COLOMBIA

Exchange Control Requirements.

By accepting this Award, you understand that you are generally required to register large international investments (generally over US\$500,000) with the Colombian Central Bank (by completing and submitting a 'Form 11'). In addition, repatriation of any sales proceeds of from the Shares may need to be affected through the foreign exchange market in order to comply with Colombian foreign exchange requirements. You are advised to consult your own advisors regarding these requirements.

CZECH REPUBLIC

No country-specific provisions.

DENMARK

Labor Law Acknowledgement.

By accepting this Award, you acknowledge that you understand and agree that the PSUs relate to future services to be performed and do not form any part of, and are not, a bonus or compensation for past services.

Stock Option Act.

With respect to Danish employees comprised (covered) by the Danish Stock Option Act, the following shall apply:

You acknowledge that you have received an employer statement in Danish setting forth the terms of your Award, a copy of which is included as Annex 3 to this Exhibit B.

In the event that (i) your employer ("**Employer**") terminates your employment for reasons other than your breach of the terms or conditions of your employment or any applicable employment agreement covering you (collectively, the "**Employment Terms**"), or (ii) you terminate the Employment Terms due to material breach on the part of the Company or Employer, you, irrespective of the termination, will be entitled to receive settlement of any granted PSUs in accordance with this Agreement and the Plan.

If you terminate your employment with Employer without the Company or Employer being in material breach of the Employment Terms, all PSUs will be forfeited and lapse without further notice or compensation.

If Employer terminates and/or summarily dismisses you due to your breach of the Employment Terms, all unvested PSUs will be forfeited and lapse without further notice or compensation at the effective date of termination.

In the event of your death, the PSUs will lapse without further notice and compensation as at the time of death. The estate and/or the beneficiaries are subject to the terms governing the PSUs and the related Shares, including this Agreement and the Plan.

Upon retirement due to old age (“folkepension”) or separate agreement in this respect and in the event of disability, you, irrespective of the termination of employment, will be entitled to settlement of unvested PSUs in accordance with the terms of this Agreement and the Plan.

The Performance Stock Units are not to be included in the calculation of holiday allowance, severance pay, statutory allowance and compensation, pension and similar payments.

For the avoidance of doubt, under this heading, the term “**Stock Option Act**” shall only apply to employees who by virtue of applicable choice of law rules fall within Danish employment law regulations and the scope of the Danish Stock Option Act.

Foreign Bank Account Reporting.

If you establish an account holding Shares or an account holding cash outside of Denmark, you must report the account to the Danish Tax Administration, the form for which can be obtained from a local bank. (Please note that these obligations are separate from and in addition to the obligations described below.)

Exchange Control and Tax Reporting Notification.

To the extent permitted by the Company, you may hold Shares acquired under the Plan in a safety-deposit account (e.g., brokerage account) with either a Danish bank or with an approved foreign broker or bank. If the Shares are held with a non-Danish broker or bank, you are required to inform the Danish Tax Administration about the safety-deposit account. For this purpose, a Danish Plan participant must file a Declaration V (Erklæring V) with the Danish Tax Administration. Both you and the bank/broker must sign the Declaration V. By signing the Declaration V, the bank/broker undertakes an obligation, without further request from you, not later than February 1 of each year, to forward certain information to the Danish Tax Administration concerning the content of the account. In the event that the applicable broker or bank with which the account is held does not wish to, or pursuant to the laws of the country in question, is not allowed to assume such obligations to report, you will be solely responsible for providing certain details regarding the foreign account and any shares acquired and held in such account to the Danish Tax Administration as part of your annual income tax return. By signing the Declaration V, you at the same time authorize the Danish Tax Administration to examine the account. A sample of the Declaration V can be found at: www.skat.dk/getFile.aspx?Id=47392.

In addition, when you open a deposit account or brokerage account for the purpose of holding cash outside of Denmark, the account will be treated as a deposit account because cash may be held in the account. Therefore, you must also file a Declaration K (Erklæring K) with the Danish Tax Administration. Both you and the bank/broker must sign the Declaration K. By signing the Declaration K, the bank/broker undertakes an obligation, without further request from you, not later than February 1 of each year, to forward certain information to the Danish Tax Administration concerning the content of the account. In the event that the applicable financial institution with which the account is held does not wish to, or pursuant to the laws of the country in question, is not allowed to assume such obligations to report, you will be solely responsible for providing certain details regarding the foreign account and any shares acquired and held in such account to the Danish Tax Administration as part of your annual income tax return. By signing the Declaration K, you at the same time authorize the Danish Tax Administration to examine the account. A sample of the Declaration K can be found at: www.skat.dk/getFile.aspx?Id=42409&newwindow=true.

Definitions.

The definition of “Termination of Services” shall be replaced in its entirety by the following definition:

“**Termination of Services**” shall mean Participant’s Termination of Employment.

The definition of “Termination of Employment” shall be replaced in its entirety by the following definition:

“**Termination of Employment**” shall mean the time when the employee-employer relationship between Participant and the Company or any Subsidiary is terminated for any reason, including, but not by way of limitation, a termination by resignation, discharge, death, disability or retirement; but excluding terminations where there is a simultaneous reemployment or continuing employment of Participant by the Company or any Subsidiary. The Plan Administrator, in its absolute discretion, shall determine the effect of all matters and questions relating to Termination of Employment, including, but not by way of limitation, the question of whether a particular leave of absence constitutes a Termination of Employment.

Notice to Participants.

These country provisions for France amend the terms of the Agreement for Participants based in France. Only employees of the Company or a Subsidiary are eligible to be granted PSUs or be issued Shares under the Agreement. Other service providers (including Consultants and Non-Employee Directors) who are not employees are not eligible to receive PSUs under the Agreement in France. Accordingly, all references in the Agreement to the Participant’s service or termination of service shall be interpreted as references to the Participant’s employment or Termination of Employment.

The PSUs are intended to qualify for the tax treatment provided for under the French Finance bill for 2017 (article 61 of the French Finance law n° 2016-1917 dated 29 December).

Terms and Conditions.

Sale Restrictions.

Any Shares delivered to you upon vesting of PSUs before the second anniversary of the Grant Date may not be sold until after the second anniversary of the Grant Date. The Company may enforce this restriction.

Any Shares you receive upon vesting of PSUs may not be sold during the following “closed periods” under French law and the Company may enforce this restriction:

- During the 10 trading days before and 3 trading days following the publication of the Company’s annual financial statements, and

- During the period beginning when the Company’s board of directors become aware of any information, which, were it to be public knowledge, could have a significant impact on the market price of Shares, and ending 10 trading days after the information becomes public knowledge.

Treatment upon Death or Disability.

Notwithstanding any contrary provision in the Agreement, if your Termination of Services occurs as a result of your death, any outstanding PSUs shall vest immediately. The Shares issued upon such vesting shall not be subject to the restrictions on sale described under “Sale Restrictions” above.

If your Termination of Services occurs as a result of your disability as per the definition given by second (2nd) or third (3rd) category of article L. 341-4 of the French Social Security Code, then any Shares previously issued upon vesting of the PSUs shall not be subject to the restrictions on sale described under “Sale Restrictions” above.

Special Tax Consequences.

You agree to indemnify the Company, any Subsidiary and your employing company, if different, from and against any liability for or obligation to pay any Tax Liability (a “**Tax Liability**” being any liability for income tax, withholding tax and any other employment related taxes or social insurance or social security contributions in any jurisdiction) that is attributable to the loss of the tax qualification described above that occurs as a result of your action.

FINLAND

No country-specific provisions.

GERMANY

Tax Indemnity.

You agree to indemnify the Company, any Subsidiary and your employing company, if different, from and against any liability for or obligation to pay any Tax Liability (a “**Tax Liability**” being any liability for income tax, withholding tax and any other employment related taxes in any jurisdiction, including but not limited to wage tax, solidarity surcharge, church tax or social security contributions) that is attributable to (1) the grant or vesting of, or any benefit you derive from, the PSUs, (2) your acquisition of Shares on settlement of the PSUs, or (3) the disposal of any Shares.

Exchange Control Information.

Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If you use a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of Shares acquired under the Plan, the bank will make the report for you. In addition, you must report any receivables, payables, or debts in foreign currency exceeding an amount of €5,000,000 on a monthly basis. Finally, you must report on an annual basis if you hold Shares that exceed 10% of the total voting capital of the Company.

GREECE

No country-specific provisions.

HONG KONG

Securities Notification.

Warning: The PSUs and Shares issued at settlement do not constitute a public offering of securities under Hong Kong law and are available only to Employees, Consultants and Non-Employee Directors of the Company, its parent, Subsidiaries or affiliates. The Agreement, including this Exhibit B, the Plan and other incidental award documentation have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong, nor has the award documentation been reviewed by any regulatory authority in Hong Kong. The PSUs are intended only for the personal use of the recipient Participant and may not be distributed to any other person. If you are in any doubt about any of the contents of the Agreement, including this Exhibit B, or the Plan, you should obtain independent professional advice.

Sale of Shares.

In the event the PSUs vest and are settled within six months of the Grant Date, you agree that you will not dispose of any Shares acquired prior to the six-month anniversary of the Grant Date.

Nature of Scheme.

The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

Award Payable Only in Shares.

The grant of PSUs does not give you any right to receive a cash payment, and the PSUs are payable in Shares only.

INDIA

Foreign Assets Reporting Information.

You must declare foreign bank accounts and any foreign financial assets (including Shares subject to the PSUs held outside India) in your annual tax return. It is your responsibility to comply with this reporting obligation and you should consult with your personal tax advisor in this regard. Indian residents should consult with their personal tax advisor to determine their personal reporting obligations.

Exchange Control Information.

You must repatriate any proceeds from the sale of Shares acquired under the Plan or the receipt of any dividends to India within 90 days of receipt and convert such amounts to local currency within 180 days of receipt. You must obtain a foreign inward remittance certificate ("**FIRC**") from the bank where you deposit the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or your employer requests proof of repatriation.

IRELAND

Director Reporting Obligation.

If you are a director, shadow director or secretary of a parent or subsidiary in Ireland, you must notify the Irish parent or subsidiary in writing within five business days of receiving or disposing of an interest in the Company (*e.g.*, Performance Stock Units, Shares), or within five business days of becoming aware of the event giving rise to the notification requirement or within five days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of your spouse or children under the age of 18 (whose interests will be attributed to the you if you are a director, shadow director or secretary).

ISRAEL

Award Payable Only in Shares.

The grant of the PSUs does not give you any right to receive a cash payment, and the PSUs are payable in Shares only.

Definitions.

The following definitions supplement the definitions set forth in the Agreement:

A. "Holding Period" shall mean the holding period required with respect to Capital Gain Awards, which is currently 24 months from the date of grant.

B. "Plan" shall mean the Broadcom Corporation 2012 Stock Incentive Plan, as amended and restated from time to time, and the Addendum for Participants in Israel.

All capitalized terms that are not defined in these country provisions for Participants in Israel shall have the meaning assigned to them in the Plan (as defined above) or the Agreement.

Capital Gain Award.

The Award is intended to be a Capital Gain Award (as defined in the Plan). In the event of any inconsistencies between the provisions of these country provisions for Participants in Israel and the Agreement, the provisions of these country provisions for Participants in Israel shall govern the Award and any related Shares.

By accepting the Agreement, you: (a) acknowledge receipt of and represent that you have read and are familiar with the Agreement, the Plan and these country provisions for Participants in Israel; (b) accept the Award subject to all of the terms and conditions of the Agreement and the Plan (including these country provisions for Participants in Israel); (c) agree that the Award will be issued to and deposited with the Trustee (as defined in the Plan) and shall be held in trust for your benefit as required by law and any approval by the Israel Tax Authority ("ITA") pursuant to the terms of the Ordinance and the Plan; and (d) accept the provisions of the trust agreement signed between the Company and the Trustee. Furthermore,

by accepting the Agreement, you confirm that you are familiar with the terms and provisions of Section 102, and agree that you will not require the Trustee to release the Awards or Shares to you, including any rights issued to you as a consequence of holding such Awards or Shares, or to sell the Awards or Shares to a third party during the Holding Period, unless permitted to do so by applicable law.

You are advised to consult with your personal tax advisor with respect to the tax consequences of receiving the PSUs and the issuance of Shares in settlement of vested PSUs.

Limited Transferability.

These provisions supplement Section 3.3 of the Agreement:

As long as your Award or any issued Shares are held by the Trustee on your behalf, all of your rights over the Award or the Shares are personal and cannot be transferred, assigned, pledged or mortgaged, other than by will or the laws of descent and distribution.

With respect to a Capital Gain Award, subject to the provisions of the Plan, Section 102 and any rules or regulations or orders or procedures promulgated thereunder, to obtain favorable tax treatment for Capital Gain Awards, you may not sell or release from trust any Shares received upon vesting of the Award and/or any Shares received subsequently following any realization of rights, including without limitation, bonus Shares, until the lapse of the Holding Period. Notwithstanding the above, if any such sale or release occurs during the Holding Period, the sanctions under Section 102 and under any rules or regulation or orders or procedures promulgated thereunder will apply to and will be borne by you.

Issuance of Shares.

This provision supplements Section 2.6(a) of the Agreement:

If the Shares are to be issued during the Holding Period, the Shares shall be allocated in the name, or under the supervision, of the Trustee and held in trust on your behalf by the Trustee. In the event that the Shares are to be issued after the expiration of the Holding Period, you may elect to have the Shares issued directly to you, provided that you first provide for any taxes required to be withheld in connection with a transfer of the Award or the Shares to the Trustee's and Company's satisfaction, or in trust on your behalf to the Trustee.

This provision supplements Section 2.6(b) of the Agreement:

You hereby agree to indemnify the Company (and any parent or Subsidiary) and/or the Trustee and hold them harmless against and from any and all liability for any withholding taxes required to be withheld relating to the Award and any Shares issued under the Award and other amounts, or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such amounts from any payment made to you. Any reference to the Company or the Subsidiary employing you shall include a reference to the Trustee. You hereby undertake to release the Trustee from any liability in respect of any action or decisions duly taken and *bona fide* executed in relation to the Plan or any PSUs or Shares granted thereunder. You agree to execute any and all documents which the Company or the Trustee may reasonably determine to be necessary in order to comply with the Ordinance.

You shall not be liable for the employer's components of payments to the national insurance institute, unless and to the extent that such payments by the employer are a result of your election to sell the Shares before the end of the Holding Period (if allowed by applicable law). Furthermore, you agree to indemnify the Company, your employer and/or the Trustee and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to you for which you are responsible.

Notwithstanding anything to the contrary in the Agreement, no Israeli tax withholding obligation will be settled by withholding Shares, unless permitted under Section 102 or the ITA approves doing so in writing.

Securities Laws.

The Company offers PSUs to employees in Israel pursuant to an exemption under Section 15D of the Securities Law, 5728-1968. The Company common stock underlying PSUs is registered under the U.S. securities laws pursuant to a registration statement on Form S-8 that you can find in the SEC filings section of the Investor Center section on www.broadcom.com.

Governing Law.

This section supplements Section 3.6 of the Agreement:

To the extent any covenant, condition, or other provision of the Agreement and the rights of the Participant hereunder are determined to be subject to Israeli law, such covenant, condition, or other provision of the Agreement shall be subject to applicable Israeli law, but shall in no way affect, impair or invalidate any other provision of the Agreement, and the applicability of the Plan to such covenant, condition, or other provision of the Agreement.

ITALY

Authorization to Release and Transfer Necessary Personal Information.

The following supplements Section 2 of Part I of this Exhibit B.

You understand that Data will be held only as long as is required by law or as necessary to implement, administer and manage your participation in the Plan and employee compensation or for compliance or financial reporting purposes. You understand that pursuant to art.7 of D.lgs 196/2003, you have rights, including but not limited to, the right to access, delete, update, request the rectification of your Data and cease the Data processing and to object, in whole or in part, on legitimate grounds, to the processing of your Data, even though they are relevant to the purpose of collection. Furthermore, you are aware that your Data will not be used for direct marketing purposes. In addition, the Data provided can be reviewed and questions or complaints can be addressed by contacting a local HR representative. If you request that the Company cease processing your personal data, you must do so by writing to the Company's Stock Administration Department, 1320 Ridder Park Drive, San Jose, CA 95131, U.S.A., or sending an email to stockadmin.pdl@broadcom.com. If you request that the Company cease processing your Data, the Company will not be able to administer this award. Accordingly, if you request that the Company cease processing your Data, this Award will be cancelled when your withdrawal is received.

Furthermore, having read and understood the information given on the processing of the Data and being acquainted of the rights set forth in art. 7 of D.lgs. 196/2003, you expressly and specifically consent according to art. 23 of D.lgs. 196/2003, to the processing of any Data as reported in the Plan and the Agreement, including the clauses “Consent to Personal Data Processing and Transfer” in Section 2 of Part I of this Exhibit B and “Authorization to Release and Transfer Necessary Personal Information” and further expressly and specifically consent, according to art. 43 and art. 44 of D.lgs. 196/2003 to the transfer of the Data, even sensitive data, in foreign Countries outside the European Union.

Exchange Control Information.

You are required to report in your annual tax return: (a) any transfers of cash or Shares to or from Italy exceeding €10,000 or the equivalent amount in U.S. dollars; and (b) any foreign investments or investments (including proceeds from the sale of Shares acquired under the Plan) held outside of Italy exceeding €10,000 or the equivalent amount in U.S. dollars, if the investment may give rise to income in Italy. You are exempt from the formalities in clause (a) if the investments are made through an authorized broker resident in Italy, as the broker will comply with the reporting obligation on your behalf.

JAPAN

Foreign Asset/Account Reporting Information.

If you acquire Shares valued at more than ¥100,000,000 in a single transaction, you must file a Report on Acquisition or Disposal of Securities (*shoken no shutoku mataha joto ni kansuru hokokusho*) with the Ministry of Finance through the Bank of Japan within 20 days of the acquisition of the Shares. In addition, Japanese residents are required to file a Report on Overseas Assets (*kokugai zaisan chosho*) in respect of any assets (including Shares) held outside Japan as of December 31, to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such Report must be filed with the competent tax office on or before March 15 each year. Japanese residents are responsible for complying with this reporting obligation and should confer with their personal tax advisor in this regard.

LUXEMBOURG

No country-specific provisions.

MALAYSIA

Malaysian Insider Trading Notification.

You should be aware of the Malaysian insider-trading rules, which may impact your acquisition or disposal of Shares or rights to Shares under the Plan. Under the Malaysian insider-trading rules, you are prohibited from acquiring or selling Shares or rights to Shares (e.g., an Award under the Plan) when you are in possession of information which is not generally available and which you know or should know will have a material effect on the price of Shares once such information is generally available.

Director Notification Obligation.

If you are a director of a Malaysian Subsidiary or affiliate of the Company, you are subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the relevant Malaysian Subsidiary or affiliate in writing when you receive or dispose of an interest (e.g., an Award under the Plan or Shares) in the Company or any related company. Such notifications must be made within 5 business days of receiving or disposing of any interest in the Company or any related company.

Data Privacy Information.

Below is a translation of Section I(2) of this Exhibit B into Bahasa Malaysian for your reference:

Kebenaran untuk memproses dan memindah data peribadi. Entiti-entiti yang dinyatakan dalam **Lampiran 1** ("Entiti-entiti Broadcom") mungkin memegang dan anda membenarkan mereka memegang, melalui penerimaan PSU, maklumat peribadi anda termasuk nama anda, alamat rumah, nombor telefon, tarikh lahir, nombor sekuriti sosial atau nombor pengenalan cukai pekerja, nombor pengenalan nasional, nombor paspot, sejarah dan status penggajian, kewarganegaraan, jawatan pekerjaan dan maklumat berkenaan mana-mana geran pampasan ekuiti atau Saham Biasa yang diberi, dibatalkan, dibeli, diberihak, tidak diberihak atau yang tertunggak ("**Data**").

Entiti-entiti Broadcom menggunakan Data untuk tujuan melaksanakan, mengurus dan mentadbir Pelan untuk pelaporan pematuhan dan kewangan ("**Tujuan-tujuan**").

Entiti-entiti Broadcom mungkin memindah, dan anda bersetuju kepada pemindahan ini dengan penerimaan PSU, Data kepada Entiti-entiti Broadcom lain, entiti-entiti yang dinyatakan dalam **Lampiran 2** atau mana-mana entiti yang membantu Entiti-entiti Broadcom untuk Tujuan-tujuan. Entiti-entiti Broadcom juga mungkin membenarkan Data untuk diakses oleh pihak berkuasa awam di mana diperlukan oleh undang-undang atau peraturan. Pihak-pihak ketiga dan pihak berkuasa awam mungkin terletak di Amerika Syarikat, Kawasan Ekonomik Eropah atau tempat-tempat lain termasuk kawasan-kawasan di mana undang-undang perlindungan data mungkin tidak seketat yang terdapat di bidangkuasa tempat tinggal anda.

Anda boleh, pada bila-bila masa, menilai Data, meminta pemindaan yang diperlukan kepadanya atau menarik balik kebenaran anda secara bertulis dengan menghubungi Syarikat melalui Pengarah Sumber Manusia anda. Jika anda menarik balik kebenaran anda, anda mesti berbuat demikian dengan menulis kepada Company's Stock Administration Department, 1320 Ridder Park Drive, San Jose, CA 95131, U.S.A., atau menghantar emel kepada stockadmin.pdl@broadcom.com. Jika anda menarik balik kebenaran anda, Syarikat mungkin tidak dapat menguruskan pemberian ini. Sejurus dengan itu, jika anda menarik balik kebenaran anda, Pemberian ini akan dibatalkan sebaik sahaja penarikbalikkan anda diterima.

Saya membenarkan Entiti-entiti Broadcom dan pihak-pihak ketiga memproses Data saya sepertimana yang dinyatakan di atas, termasuk pemindahan dan penggunaan di negara di mana undang-undang perlindungan data tidak seketat yang terdapat di bidangkuasa tempat tinggal saya.

MEXICO

No country-specific provisions.

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Broadcom Plan MY PSU Agreement (Revised Nov. 2018)

NETHERLANDS

Securities Notifications.

By accepting the PSUs, you acknowledge that it is your responsibility to be aware of the Dutch insider trading rules, which may affect the sale of Shares you acquire upon vesting of the PSUs. In particular, you understand and acknowledge that (i) you have reviewed the summary of the Dutch insider trading rules below and (ii) you may be prohibited from effecting certain transactions in Shares if you have insider information regarding the Company. You acknowledge and understand that you have been advised to read the discussion carefully to determine whether the insider rules could apply to you. If you are uncertain whether the insider rules apply to you or your situation, you acknowledge that the Company recommends that you consult with a legal advisor. You acknowledge and agree that the Company cannot be held liable if you violate the Dutch insider trading rules. You acknowledge and agree that you are responsible for ensuring your own compliance with these rules.

Summary of Dutch Prohibition Against Insider Trading.

Dutch securities laws prohibit insider trading. The regulations are based upon the European Market Abuse Directive and are stated in section 5:56 of the Dutch Financial Supervision Act (Wet op het financieel toezicht or Wft) and in section 2 of the Market Abuse Decree (Besluit marktmisbruik Wft). For further information, see the website of the Authority for the Financial Markets (AFM); <http://www.afm.nl/~media/Files/brochures/2012/insider-dealing.ashx>.

NEW ZEALAND

Securities Notification.

Notice Provided Under the Broadcom Corporation 2012 Stock Incentive Plan

New Zealand Performance Stock Units

You have been granted an award of Broadcom Inc. performance stock units under the Broadcom Corporation 2012 Stock Incentive Plan (**Plan**). You have been or will be provided with a description of the Plan and its terms and conditions separately from this Agreement. In compliance with an exemption to the New Zealand Financial Markets Conduct Act 2013 you must be provided with the following information.

Annual Report and Financial Statements

You have the right to receive from Broadcom Inc. on request, free of charge, a copy of Broadcom Inc.'s latest annual report, financial statements and audit report on those financial statements. You can also obtain a copy of these documents electronically at the following website address www.sec.gov or <http://investors.broadcom.com/phoenix.zhtml?c=203541&p=irol-sec>.

Warning

This is a grant of performance stock units (**PSUs**). If the PSUs vest, in accordance with the terms of the Plan, you will receive shares in Broadcom Inc. The shares will give you a stake in the ownership of Broadcom Inc. You may receive a return if dividends are paid.

If Broadcom Inc. runs into financial difficulties and is wound up, you will be paid only after all creditors have been paid. You may lose some or all of your investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision.

The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

Ask questions, read all documents carefully, and seek independent financial advice before committing yourself.

The PSUs are not listed. Broadcom Inc. shares are listed on the NASDAQ. This means you may be able to sell Broadcom Inc. shares, if received on vesting of the PSUs, on the NASDAQ if there are interested buyers. You may get less than you invested. The price will depend on the demand for Broadcom Inc. shares.

NORWAY

No country-specific provisions.

POLAND

Exchange Control Information.

If you hold foreign securities (including Shares) and maintain accounts abroad, then it is your responsibility to report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (when combined with all other assets held abroad) exceeds PLN7,000,000. If required, the reports are due on a quarterly basis on special forms available on the website of the National Bank of Poland.

Further, any transfer or settlement of funds in excess of a specified threshold (currently €15,000) must be effected through an authorized bank, authorized payment institution or authorized e-money institution.

By accepting the PSUs, you acknowledge and agree that it is your obligation to maintain evidence of such foreign exchange transactions for five years, in case of a request for their production by the National Bank of Poland.

PORTUGAL

No country-specific provisions.

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Broadcom Plan MY PSU Agreement (Revised Nov. 2018)

ROMANIA

No country-specific provisions.

RUSSIA

General.

This offer is being made from the United States and neither this Agreement nor any materials related to the Plan shall be construed to constitute advertising or offering of securities in Russia. The Shares have not been and will not be registered in Russia.

Financial Reporting Requirements.

You are required to notify the applicable Russian tax authorities of any actions with respect to the opening, closing or changing the essential details of bank accounts outside Russia, and must complete various reporting requirements with respect to your financial transactions, including declaring profits you earn in connection with the PSUs and Shares. You are solely responsible for declaring any taxable income arising from this Agreement and Shares, including, but not limited to, any dividend payments or other distributions, as well as any proceeds you receive in connection with the disposition of Shares, and you are solely responsible for payment of all respective taxes that may arise under Russian law in connection therewith.

Foreign Exchange.

The proceeds from the sale of any Shares acquired before January 1, 2018 may only be transferred to a bank account opened in the territory of Russia. The proceeds of the sale of Shares obtained on or after January 1, 2018, may be transferred to your bank account opened in a bank located in OECD and FATF member countries.

Approvals.

You acknowledge and agree that it is your responsibility to obtain any consents or approvals from any third party that may be required from time-to-time by any then applicable Russian law for the disposal of any Shares.

SINGAPORE

Securities Law Information.

The award of the PSUs is being made in reliance of section 273(1)(f) of the Securities and Futures Act (Cap. 289) (“SFA”) for which it is exempt from the prospectus and registration requirements under the SFA. You understand that the Shares have not been registered with the SFA. Unless you sell any Shares you acquire pursuant to the Plan via a public exchange outside of Singapore (e.g., NASDAQ), you agree that you shall not, within six (6) months of your acquisition of any Shares, sell, transfer, gift, hypothecate or otherwise transfer such Shares within Singapore except as expressly approved by the Company in writing. The Company believes that a typical sale through a U.S. brokerage firm would not require the Company’s consent under these rules.

Director Notification Obligation.

If you are a director, shadow director, or hold any similar position¹ of a Singapore-incorporated company (each a “**Singapore company**”) (e.g., any Singapore Subsidiary or Singapore affiliate of the Company), you are subject to certain notification requirements under section 164 of the Singapore Companies Act to enable the Singapore company to comply with its obligations to maintain a register of directors’ shareholdings (“**Register**”). Among these requirements is an obligation to notify the Singapore company in writing of:

- (a) shares in, debentures of, or participatory interests made available by, the Singapore company or its related corporation which are held by you;
- (b) any interest that you have in shares in, debentures of, or participatory interests made available by, the Singapore company or its related corporation, and the nature and extent of that interest under Section 7 of the Singapore Companies Act (which provides for the circumstances under which a deemed interest in shares may arise);
- (c) rights or options that you have in respect of the acquisition or disposal of shares in the Singapore company or its related corporation; and
- (d) contracts to which you are a party or under which you are entitled to a benefit, being contracts under which a person has a right to call for or to make delivery of shares in the Singapore company or its related corporation.

You must notify the Singapore company in writing when there is any change in the particulars of your interests as mentioned above (including when you sell Shares issued upon vesting and settlement of the PSUs).

You are deemed to hold or have an interest or a right in or over any shares or debentures, if:

- (a) your spouse (not being himself or herself a director or chief executive officer) holds or has an interest or a right in or over such shares or debentures; or
- (b) your child of less than 18 years of age, including stepson, stepdaughter, adopted son or adopted daughter (not being himself or herself a director or chief executive officer) holds or has an interest in such shares or debentures.

In addition, any contract, assignment or right of subscription shall be deemed to have been entered into or exercised or made by, or a grant shall be deemed as having been made to, you if any contract, assignment or right of subscription is entered into, exercised or made by, or a grant is made to, members of your family as aforesaid (not being himself or herself a director or chief executive officer).

Particulars of your interests as mentioned above must be given within two business days after (i) the date on which you became a director of the Singapore company, or (ii) the date on which you became a registered holder of or acquired an interest as mentioned above, whichever last occurs. Particulars of any change in your interests must also be given within two business days of the change.

SLOVENIA

No country-specific provisions.

¹ Under section 4(1) of the Singapore Companies Act, the term “director” includes any person occupying the position of director of a corporation by whatever name called.

SOUTH KOREA

No country-specific provisions.

SPAIN

No country-specific provisions.

SWEDEN

No country-specific provisions.

SWITZERLAND

No country-specific provisions.

TAIWAN

Securities Notification.

You understand that the offer of the PSUs has not been and will not be registered with or approved by the Financial Supervisory Commission of the Republic of China pursuant to relevant securities laws and regulations and the PSUs may not be offered or sold within the Republic of China through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Law of the Republic of China that requires a registration or approval of the Financial Supervisory Commission of the Republic of China.

Exchange Control Information.

You acknowledge and agree that you may be required to do certain acts and/or execute certain documents in connection with the grant of the PSUs, the vesting of the PSUs and the disposition of the resulting Shares, including but not limited to obtaining foreign exchange approval for remittance of funds and other governmental approvals within the Republic of China. You shall pay your own costs and expenses with respect to any event concerning a holder of the PSUs, or Shares received upon the vesting thereof.

If you are a Taiwan resident (those who are over 20 years of age and holding a Republic of China citizen's ID Card, Taiwan Resident Certificate or an Alien Resident Certificate that is valid for a period no less than one year), you may acquire and remit foreign currency (including proceeds from the sale of Shares) into and out of Taiwan up to US\$5,000,000 per year. If the transaction amount is TWD\$500,000 or more in a single transaction, you must submit a foreign exchange transaction form and also provide supporting documentation to the satisfaction of the remitting bank.

If the transaction amount is US\$500,000 or more, you may be required to provide additional supporting documentation (including the contracts for such transaction, approval letter, etc.) to the satisfaction of the remitting bank. You acknowledge that you are advised to consult your personal advisor to ensure compliance with applicable exchange control laws in Taiwan.

THAILAND

Exchange Control Information.

When you sell Shares you receive following vesting of PSUs, you must immediately repatriate all cash proceeds to Thailand. Thereafter, you must convert such proceeds to Thai Baht or deposit them into a foreign currency account within 360 days of repatriation. If the amount of your proceeds is US\$50,000 (or its equivalent) or more, you must specifically report the inward remittance to a commercial bank being an authorized agent or other authorized agent of the Bank of Thailand on a foreign exchange transaction form to declare the purpose of such inward remittance. If you fail to comply with these obligations, you may be subject to penalties assessed by the Bank of Thailand. You should consult your personal advisor before taking action with respect to remittance of proceeds from the sale of Shares into Thailand. You are responsible for ensuring compliance with all exchange control laws in Thailand.

TURKEY

Securities Law Information.

You acknowledge and agree that the offer of this award of PSUs has been made by the Company to you personally in connection with your existing relationship with the Company or one or more of its affiliates, and further, that the Award, any Shares issued upon vesting of the PSUs and the related offer thereof are not subject to regulation by any securities regulator in Turkey.

UNITED KINGDOM

Definitions.

The definition of “Termination of Services” shall be replaced in its entirety by the following definition:

“**Termination of Services**” shall mean Participant’s Termination of Employment.

The definition of “Termination of Employment” shall be replaced in its entirety by the following definition:

“**Termination of Employment**” shall mean the time when the employee-employer relationship between Participant and the Company or any Subsidiary is terminated for any reason, with or without cause, including, but not by way of limitation, a termination by resignation, discharge, death, disability or retirement; but excluding terminations where there is a simultaneous reemployment or continuing employment of Participant by the Company or any Subsidiary. The Plan Administrator, in its absolute discretion, shall determine the effect of all matters and questions relating to Termination of Employment, including, but not by way of limitation, the question of whether a particular leave of absence constitutes a Termination of Employment.

Notice to Participants.

The Agreement as amended pursuant to this Exhibit B forms the rules of the employee share scheme applicable to the United Kingdom based Participants of the Company and any Subsidiaries. Only employees of the Company or any subsidiary of the Company are eligible to be granted PSUs or be issued Shares under the Agreement. Other service providers (including consultants and non-employee directors of Board) who are not employees are not eligible to receive PSUs under the Agreement in the United Kingdom. Accordingly, all references in the Agreement to the Participant’s service or termination of service shall be interpreted as references to the Participant’s employment or Termination of Employment.

The following provision replaces Section 3.11 of the Agreement in its entirety:

3.11 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue to serve as an employee of the Company or any of its Subsidiaries and the grant of a PSU does not form part of the Participant's entitlement to remuneration or benefits in terms of his employment with the Company or any Subsidiary.

Terms and Conditions.

Special Tax Consequences. In relation to United Kingdom based Participants only:

(a) You agree to indemnify and keep indemnified the Company, any Subsidiary and your employing company, if different, from and against any liability for or obligation to pay any Tax Liability (a "**Tax Liability**" being any liability for income tax, withholding tax and any other employment related taxes, employee's national insurance contributions or employer's national insurance contributions or equivalent social security contributions in any jurisdiction) that is attributable to (1) the grant or settlement of, or any benefit derived by you from, the PSUs, (2) your acquisition of Shares upon vesting of the PSUs, or (3) the disposal of any Shares.

(b) the PSUs cannot be settled until you have made such arrangements as the Company may require for the satisfaction of any Tax Liability that may arise in connection with the vesting and settlement of the PSUs and/or your acquisition of the Shares. The Company shall not be required to issue, allot or transfer Shares until the you have satisfied this obligation.

(c) at the discretion of the Company, the PSUs cannot be settled until you have entered into an election with the Company (or your employer) (as appropriate) in a form approved by the Company and Her Majesty's Revenue & Customs (a "**Joint Election**") under which any liability of the Company and/or the employer for employer's national insurance contributions arising in respect of the granting, vesting, settlement of or other dealing in the PSUs, or the acquisition of Shares on the settlement of the PSUs, is transferred to and met by you.

Tax and National Insurance Contributions Acknowledgment.

You agree that if you do not pay or your employer (the "**Employer**") or the Company does not withhold from you, the full amount of all taxes applicable to the taxable income resulting from the grant of the PSUs, the vesting of the PSUs, or the issuance of Shares (the "**Tax-Related Items**") that you owe due to the vesting of the PSUs, or the release or assignment of the PSUs for consideration, or the receipt of any other benefit in connection with the PSUs (the "**Taxable Event**") by 90 days after the end of the tax year in which the Taxable Event occurred, then the amount that should have been withheld shall constitute a loan owed by you to your employer, effective 90 days after the end of the tax year in which the Taxable Event occurred. You agree that the loan will bear interest at the HMRC's official rate and will be immediately due and repayable by you, and the Company and/or the employer may recover it at any time thereafter by withholding the funds from salary, bonus or any other funds due to you by the employer, by withholding Shares issued upon vesting and settlement of the PSUs or from the cash proceeds from the sale of Shares or by demanding cash or a cheque from you. You also authorize the Company to delay the issuance of any Shares to you unless and until the loan is repaid in full.

Notwithstanding the foregoing, if you are an executive officer or director (as within the meaning of Section 13(k) of the Exchange Act) of the Company, the terms of the immediately foregoing provision will not apply. In the event that you are an officer or executive director and Tax-Related Items are not collected from or paid by you within 90 days of the Taxable Event, the amount of any uncollected Tax-Related Items may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You acknowledge that the Company or the Employer may recover any such additional income tax and national insurance contributions at any time thereafter by any of the means referred to in Section 2.6 of the Agreement.

References to “tax withholding obligations”, “withholding tax” or similar terms in Sections 2.6(b) and 2.8(d) of the Agreement shall include social security contributions including primary and secondary class 1 national insurance contributions.

VENEZUELA

No country-specific provisions.

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Broadcom Plan MY PSU Agreement (Revised Nov. 2018)

Annex 1

Broadcom Inc. and its subsidiaries
c/o Broadcom Inc.
1320 Ridder Park Drive
San Jose, CA 95131
United States

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Broadcom Plan MY PSU Agreement (Revised Nov. 2018)

Payroll Providers

Automatic Data Processing, Inc.
 Allsec Technologies Limited
 Aparajitha Corporate Services Pvt Ltd.
 Baker Tilly Revas Limited
 Balmer-Etienne AG
 Bridgehead B.V.
 Ceridian
 Chronos Consulting
 CIIC Shanghai Financial Co. Consulting Ltd.
 Deloitte
 EPI-USE Managed Solutions Pty Ltd.
 Grant Thornton
 Hilan
 HR Outsourcing Korea
 HTLC Network Group
 HTM Corporation
 In Extenso
 L. K. Nakashe Consultants Pvt. Ltd.
 Made Finance
 N.S.N. Consulting & Investmentservices
 Partena
 Payfront (Excelity)
 Payfront Technologies India Private Limited
 Payroll Services Company Ltd.
 PKF – Littlejohn Network Group
 PTR Business Services
 RSM
 Rueter & Partner
 Saffron Capital Advisors Pvt Ltd.
 Sandhya Consultancy
 SCS Global Tax Consulting Corporation
 Sigmagest
 Spira Twist & Associes
 Squires Payroll Services
 TMF Services Ltd.
 TMF Hong Kong Ltd.
 TMF (THAILAND) LIMITED
 Tricor Services Limited
 Wirtschaftsprüfer / Steuerberater
 3 Sixty Allied Services Inc.
 AST - Accounting Services Tilmatic Ltd.
 ATOSS
 Beijing Foreign Enterprise Human Resources Service Co., Ltd.
 Benko Kotruljic
 Dochazka
 Ekspert SA 40
 Elanor spol s.r.o.BB Centrum Brumlovka
 Fucik & Partner

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Broadcom Plan MY PSU Agreement (Revised Nov. 2018)

Gong Jung Global Accounting Corporation
Haneco Commercial Export - Import Company Ltd.
Hogia
Hubner & Hubner
IPL Research Ltd.
Kiosque
Lacras Corporation
MYOB
Pay Asia Pte Ltd.
Sage Micropay
SBA Stone Forest Corporate Advisory (Shanghai) Co., Ltd.
Shanghai Foreign Service (Group) Co., LTD
Softcom
Synerion
Taidevelop Information Corp.
TMF Poland sp.
Tricor Outsourcing Ltd (Thailand)
Tricor Services

Other vendors

BOSS YONETISIM AS
Box, Inc.
Compensia, Inc.
Deloitte Tax LLP
Diligent Corporation
Fidelity Stock Plan Services, LLC
Google Inc.
Innovation
International Law Solutions, PC
Latham & Watkins LLP
My Equity Comp
NAVEX Global, Inc.
PwC
ServiceNow
Studio Arlati Ghislandi
TMF Corporate Services (Australia) Pty Ltd
Workday, Inc.

Annex 2 - ii

Broadcom Plan MY PSU Agreement (Revised Nov. 2018)

Annex 3
ADDITIONAL PROVISIONS FOR EMPLOYEES IN DENMARK

ERKLÆRING OM TILDELING AF BETINGEDE AKTIEENHEDER, HERUNDER ERKLÆRING I HENHOLD TIL AKTIEOPTIONSLOVEN

Brocade Communications Denmark ApS
(**“Selskabet”**)

Og

Medarbejderen, der elektronisk har givet samtykke til vilkårene og betingelserne i Performance Stock Unit Award Agreement.
(**“Medarbejderen”**)

Og

Broadcom Inc.
1320 Ridder Park Drive
San Jose, CA 95131
(**“Moderselskabet”**)

har indgået Performance Stock Unit Award Agreement og alle bilag og tillæg hertil (**“Tildelingsaftalen”**) i relation til de Performance Stock Units (**“PSU’er”**), som Moderselskabet har tildelt Medarbejderen.

Denne erklæring (**“Erklæringen”**) udgør en erklæring til Medarbejderen i henhold til § 3, stk. 1 i lov om brug af køberet eller tegningsret til aktier m.v. i ansættelsesforhold (**“Aktieoptionsloven”**).

I tilfælde af uoverensstemmelser mellem Erklæringen og Tildelingsaftalen og/eller Medarbejderens ansættelsesaftale med Selskabet har Tildelingsaftalen forrang.

STATEMENT CONCERNING GRANTING OF PERFORMANCE STOCK UNITS, INCLUDING STATEMENT PURSUANT TO THE DANISH STOCK OPTION ACT

Brocade Communications Denmark ApS
(the **“Company”**)

And

The individual providing services to the Company electronically consenting to the terms and conditions of the Performance Stock Unit Award Agreement.
(the **“Service Provider”**)

And

Broadcom Inc.
1320 Ridder Park Drive
San Jose, CA 95131
(the **“Parent Company”**)

have entered into the Performance Stock Unit Award Agreement, including all exhibits and appendices thereto (the **“Agreement”**) concerning the Performance Stock Units (the **“PSUs”**) granted by the Parent Company to the Service Provider.

This statement (the **“Statement”**) constitutes a statement to the Service Provider pursuant to section 3 (1) of the Danish Act on the exercise of stock acquisition rights or stock subscription rights in employment relationships, etc. (the **“Stock Option Act”**).

In the event of any discrepancies between the Statement and the Agreement and/or Service Provider’s contract of employment with the Company, this Agreement shall prevail.

Annex 3 - i

Broadcom Plan MY PSU Agreement (Revised Nov. 2018)

Moderselskabet har vedtaget et Performance Stock Unit program, der omfatter medarbejdere i Moderselskabet og dets datterselskaber, herunder Selskabets medarbejdere. Vilkaarne for Performance Stock Unit-programmet, der ogs  omfatter de Performance Stock Units, der tildeles i medf r af Tildelingsaftalen, er fastsat i "Broadcom Corporation 2012 Stock Incentive Plan" (ben vnt "**Aktieincitamentsprogrammet**").

Vilkaarne i Aktieincitamentsprogrammet finder anvendelse p  Medarbejderens Performance Stock Units, medmindre Tildelingsaftalen fasts tter vilk r, der fraviger vilkaarne i Aktieincitamentsprogrammet. I s danne tilf lde har Tildelingsaftalen vilk r forrang.

Definitioner anvendt i Tildelingsaftalen skal have samme betydning som i Aktieincitamentsprogrammet, medmindre andet f lger af Tildelingsaftalen.

1. PERFORMANCE STOCK UNITS OG VEDERLAG

- 1.1 Medarbejderen tildeles l bende Performance Stock Units, der giver Medarbejderen ret til aktier ("**Aktier**") i Moderselskabet og/eller kontantbetaling. De p g ldende Performance Stock Units tildeles vederlagsfrit.
- 1.2 V rdien pr. aktie, som Performance Stock Units'erne repr senterer vil blive som n rmere fastsat i Tildelingsaftalen.

2. ØVRIGE VILK R OG BETINGELSER

- 2.1 Performance Stock Units'erne tildeles i overensstemmelse med Aktieincitamentsprogrammet.

The Parent Company has adopted a Performance Stock Unit program covering the Service Providers of the Parent Company and its subsidiaries, including the employees of the Company. The terms of the Performance Stock Unit program, which also include the Performance Stock Units granted under the Agreement, appear from the "Broadcom Corporation 2012 Stock Incentive Plan" (the "**Equity Incentive Program**").

The terms of the Equity Incentive Program apply to the Service Provider's Performance Stock Units, unless the Agreement stipulates terms that deviate from the terms of the Equity Incentive Program. In such situations, the terms of the Agreement shall prevail.

The definitions of the Agreement shall have the same meaning as the definitions of the Equity Incentive Program, unless otherwise provided by Agreement.

1. PERFORMANCE STOCK UNITS AND CONSIDERATION

- 1.1 The Service Provider is granted Performance Stock Units on a current basis entitling the Service Provider to shares ("**Shares**") in the Parent Company and/or cash payment. The Performance Stock Units are granted free of charge.
- 1.2 The value per share that the Performance Stock Units represent shall be as specified in the Agreement.

2. OTHER TERMS AND CONDITIONS

- 2.1 The Performance Stock Units are granted under the Equity Incentive Program.

Annex 3 - ii

Broadcom Plan MY PSU Agreement (Revised Nov. 2018)

- 2.2 Performance Stock Units'erne tildeles efter Administrator af Ordningens skøn og når Administrator af Ordningen måtte beslutte det.
- 2.3 Performance Stock Units'erne optjenes i overensstemmelse med Tildelingsaftalen.
- 2.4 Optjeningen af Performance Stock Units er betinget af, at Medarbejderen er ansat i Selskabet i optjeningsperioden, og der hverken tildeles eller optjenes Performance Stock Units efter ansættelsesforholdets ophør, uanset årsag hertil, *jf.* dog nedenfor. Optjeningen af Performance Stock Units påvirkes ikke af lovreguleret orlov.

3. UDNYTTELSE

- 3.1 Efter optjeningsperioden kan Optjente Performance Stock Units udnyttes forudsat, at de ikke er bortfaldet efter vilkårene i Tildelingsaftalen og indtil det tidspunkt, hvor sådanne Performance Stock Units ophører, bortfalder og/eller fortabes i overensstemmelse med vilkårene i Tildelingsaftalen.
- 3.2 Såfremt (i) Selskabet opsiger Medarbejderens ansættelsesforhold, uden at Medarbejderen har misligholdt ansættelsesforholdet, eller (ii) Medarbejderen opsiger ansættelsesforholdet som følge af Selskabets grove misligholdelse, har Medarbejderen uanset opsigelsen ret til betaling af ikke-optjente og ikke-udbetalte Performance Stock Units i overensstemmelse med Aktieincitamentsprogrammet og Tildelingsaftalen.

- 2.2 The Performance Stock Units are granted at the discretion of the Plan Administrator and at the timing of its discretion.
- 2.3 The Performance Stock Units shall vest as set forth in the Agreement.
- 2.4 The earning of Performance Stock Units is conditional on the Service Provider being employed with the Company for the duration of the vesting period and no Performance Stock Units are granted or earned after the termination of the employment, regardless of the reason for such termination, *cf.* however below. The earning of Performance Stock Units is not influenced by statutory leave.

3. EXERCISE

- 3.1 Following vesting, earned Performance Stock Units will be exercisable as long as they remain validly outstanding pursuant to the Agreement, until the date such Performance Stock Units are terminated, cancelled and/or forfeited pursuant to the terms of the Agreement.
- 3.2 In the event that (i) the Company terminates the Service Provider's employment for reasons other than the Service Provider's breach of the employment, or (ii) the Service Provider terminates the employment due to material breach on the part of the Company, the Service Provider is, irrespective of the termination, entitled to settlement of any unvested Performance Stock Units remaining unsettled in accordance with the Equity Incentive Program and the Agreement.

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- 3.3 I tilfælde af Medarbejderens opsigelse, uden at Selskabet groft har misligholdt ansættelsesforholdet, fortabes og bortfalder alle ikke-optjente Performance Stock Units, der ikke er udbetalt på det tidspunkt, hvor ansættelsen ophører, uden yderligere varsel og uden kompensation. Medarbejderen bevarer dog retten til betaling for optjente og ikke-udbetalte Performance Stock Units i overensstemmelse med Aktieincitamentsprogrammet og Tildelingsaftalen.
- 3.4 I tilfælde af Selskabets opsigelse og/eller bortvisning som følge af Medarbejderens misligholdelse af ansættelsesforholdet bortfalder Medarbejderens Performance Stock Units som ikke er optjent uden yderligere varsel eller kompensation pr. ansættelsesforholdets ophør.
- 3.5 Ved Medarbejderens død bortfalder Medarbejderens ikke-optjente Performance Stock Units uden yderligere varsel og kompensation pr. dødstidspunktet. Boet og/eller arvingerne er i øvrigt i enhver henseende underlagt de for Medarbejderen fastsatte vilkår for Performance Stock Units og de dertil knyttede aktier.

- 3.3 If the Service Provider terminates the employment without the Company being in gross breach of the employment, all unvested Performance Stock Units, which have not been exercised at the time of the termination, will be forfeited and lapse without further notice or compensation. The Service Provider, however is entitled to settlement of all vested Performance Stock Units which have not been settled at the time of the termination in accordance with the Equity Incentive Program and the Agreement.
- 3.4 If the Company terminates and/or summarily dismisses the Service Provider due the Service Provider's breach of the employment, all Performance Stock Units, which have not vested at the time of termination, will lapse without further notice or compensation at the effective date of termination.
- 3.5 In the event of the Service Provider's death, unvested Performance Stock Units will lapse without further notice and compensation as at the time of death. The estate and/or the beneficiaries are subject to the terms governing the Service Provider's Performance Stock Units and the related Shares.

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3.6 Ved aldersbetinget pensionering (folkepension) eller særskilt aftale herom og ved invaliditet har Medarbejderen ret til at få udbetaling for tildelte, ikke-udbetalte Performance Stock Units. Medarbejderen er underlagt de for Medarbejderne fastsatte vilkår for Performance Stock Units og de dertil knyttede aktier.

4. REGULERING AF PERFORMANCE STOCK UNITS

Regulering ved kapitalændringer

4.1 Såfremt der sker en ændring i antallet af udestående Aktier som følge af ændring i Moderselskabets kapitalstruktur uden vederlag såsom aktieudbytte, rekapitalisering, aktiesplit, omvendt aktiesplit, rekonstruktion, fusion, konsolidering, opdeling, kombination, genkøb eller ombytning af Selskabets Aktier eller øvrige værdipapirer eller andre ændringer i Moderselskabets selskabsstruktur, der kan påvirke Aktien, kan der gennemføres justeringer, der kan påvirke Aktieincitamentsprogrammet, herunder en justering af antallet af samt klassen af Aktier, der kan opnås i henhold til Programmet, af Købsprisen pr. aktie og af det antal Aktier for hver option i henhold til Programmet, der endnu ikke er udnyttet, og de talmæssige begrænsninger i Aktieincitamentsprogrammet.

Andre ændringer

4.2 I tilfælde af forslag om opløsning eller likvidation af Selskabet, og i tilfælde af fusion eller ændring i kontrollen med Selskabet eller Moderselskabet, kan der ske andre reguleringer i Aktieincitamentsprogrammet og Performance Stock Units.

Administrator af Ordningens regulering af Optioner

3.6 Upon retirement due to old age (“**folkepension**”) or separate agreement in this respect and in the event of disability, the Service Provider is entitled to settlement of granted and unsettled Performance Stock Units. The Service Provider is subject to the terms governing the Performance Stock Units and the related Shares.

4. ADJUSTMENT OF THE PERFORMANCE STOCK UNITS

Adjustment in connection with capital changes

4.1 If the number of outstanding Shares is changed by a modification in the capital structure of the Parent Company without consideration such as a stock dividend, recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, combination, repurchase or exchange of Shares or other securities of the Parent Company or other change in the corporate structure of the Parent Company affecting the Shares, adjustments may be made that may impact the Equity Incentive Program and the Performance Stock Units including adjusting the number and class of Shares that may be delivered under the Equity Incentive Program and the numerical limits of the Equity Incentive Program.

Other changes

4.2 In the event of a proposed dissolution or liquidation of the Parent Company and in the event of a merger or a change in control of the Parent Company, other adjustments may be made to the Equity Incentive Program and the Performance Stock Units.

Plan Administrator's regulation of Options

Annex 3 - v

4.3 Administrator af Ordningens adgang til at regulere Performance Stock Units i de i § 4 omhandlede situationer er reguleret af vilkårene i Aktieincitamentsprogrammet. Med hensyn til Administrator af Ordningens generelle adgang til at ændre eller opsiges Aktieincitamentsprogrammet, henvises der til artikel fem, punkt IV og punkt 3.7 i Aktieincitamentsprogrammet.

5. ØKONOMISKE ASPEKTER VED DELTAGELSE I ORDNINGEN

5.1 Performance Stock Units'erne er risikobetonede værdipapirer, der er afhængige af aktiemarkedet og Moderselskabets resultater. Som følge heraf er der ingen garanti for, at Performance Stock Units'erne udløser en fortjeneste. Performance Stock Units'erne skal ikke medregnes ved opgørelsen af feriepenge, fratrædelsesgodtgørelse, godtgørelse eller kompensation fastsat ved lov, pension og lignende.

6. SKATTEMÆSSIGE FORHOLD

6.1 De skattemæssige konsekvenser for Medarbejderen som følge af tildelingen af Performance Stock Units og den efterfølgende udnyttelse heraf er i sidste ende Medarbejderens ansvar. Selskabet opfordrer Medarbejderen til selvstændigt at indhente rådgivning om den skattemæssige behandling af tildeling og udnyttelse af Performance Stock Units.

4.3 The Plan Administrator's access to regulation of the Performance Stock Units in the situations comprised by this section 4 shall be regulated by the terms and conditions of the Equity Incentive Program. As regards the Plan Administrator's, general access to amend or terminate the Equity Incentive Program reference is made to the Equity Incentive Program Article Five, Section IV and Section 3.7 of the Agreement.

5. THE FINANCIAL ASPECTS OF PARTICIPATING IN THE SCHEME

5.1 The Performance Stock Units are risky securities the potential value of which is influenced by the market for Shares and the Parent Company's results. Consequently, there is no guarantee that the vesting of the Performance Stock Units will trigger a profit. The Performance Stock Units are not to be included in the calculation of holiday allowance, severance pay, statutory allowance and compensation, pension and similar payments.

6. TAX MATTERS

6.1 Any tax consequences for the Service Provider arising out of the Performance Stock Units and the exercise thereof are ultimately the responsibility of the Service Provider. The Company encourages the Service Provider to obtain individual tax advice in relation to the effect of grant and vesting of the Performance Stock Units.

7. OVERDRAGELSE OG PANTSÆTNING AF OPTIONER MV.

- 7.1 Performance Stock Units er personlige. Ingen rettigheder om betaling for Performance Stock Units eller tildeling af Aktier i henhold til Aktieincitamentsprogrammet kan overdrages, overføres, pantsættes eller på anden vis disponeres over af Medarbejderen, frivilligt eller ved udlæg.

7. TRANSFER AND PLEDGING OF OPTIONS, ETC.

- 7.1 The Performance Stock Units are personal instruments. No rights with regard to settlement of Performance Stock Units or to receive Shares under the Equity Incentive Program may assigned, transferred, pledged or otherwise disposed of in any way by the Service Provider whether voluntarily or by execution.

Annex 3 - vii

BROADCOM INC. MANDATORY EMPLOYMENT ARBITRATION AGREEMENT

Broadcom Inc., together with all direct and indirect subsidiaries of Broadcom Inc., including the Broadcom Inc. entity by which Participant is employed (collectively, the “Company”) has adopted this Mandatory Employment Arbitration Agreement (the “Agreement”) to govern all disputes between the Company and Participant.

1. General Intent of the Parties. It is the intent of the Company and the Participant that all employment related disputes between the Company and Participant will, to the fullest extent permitted by law, be resolved by final and binding arbitration.
2. Covered Claims. “Covered Claims” include any and all claims or controversies between the Company and any Participant (or between one or more Participants, employees and any present or former officer, director, agent, or employee of the Company or any parent, subsidiary, or other entity affiliated with the Company), including claims or controversies that are related to employment, compensation, including equity awards, or receipt of or eligibility for benefits arising out of employment, and post-employment disputes including, without limitation, contract claims, tort claims, common law claims and claims based on any federal, state or local law, statute, or regulation, including but not limited to any claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family Medical Leave Act, and any other applicable federal or state law or regulation or local ordinance governing employment and compensation; but excluding Excluded Claims.
3. Excluded Claims. Excluded Claims are not subject to arbitration. “Excluded Claims” include (a) claims for unemployment and workers’ compensation benefits, (b) claims under the National Labor Relations Act, (c) administrative claims for unpaid wages or waiting time penalties before the California Division of Labor Standards Enforcement and any other administrative claims that an employee cannot, as a matter of law, be required to assert solely by arbitration; provided, however, that any appeal from an award or from denial of an award by any administrative agency with primary jurisdiction shall be arbitrated pursuant to the terms of this Agreement; (d) to the extent DFARS 252.222-7006 applies, any claims under Title VII of the Civil Rights Act of 1964, or any tort arising out of sexual harassment or sexual assault, unless the Participant further consents to arbitration after the time the dispute arises; and (e) representative claims brought under the California Private Attorney General Act.
4. Provisional Remedies. This Agreement does not limit the right of the Company or Participant to seek any provisional remedy, including, without limitation, injunctive or similar relief, from any court of competent jurisdiction as may be necessary to protect the Company’s or Participant’s rights and interests pending the outcome of an arbitration, including but not limited to claims for violation of any non-disclosure or other agreement between Participant and the Company for the protection of confidential and proprietary information and trade secrets and/or invention assignment.
5. Arbitration. Covered Claims shall be resolved by final and binding arbitration in the County in which the Participant currently works or last worked for the Company. The arbitration will be conducted by a single, neutral arbitrator in accordance with the JAMS (Judicial Arbitration and Mediation Service) Employment Arbitration Rules and Procedures, which can be found at www.jamsadr.com, or by any other arbitration provider mutually agreed by the Company and Participant. The arbitrator will be selected in accordance with JAMS’s applicable arbitrator selection rules, or the selection rules of any other agreed arbitration provider. The Company and

Participant shall be entitled to more than minimal discovery and the arbitrator shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. The arbitrator shall apply the same substantive law, with the same statutes of limitation and the same remedies that would apply if the claims were brought in a court of law.

6. Enforcement. Either the Company or Participant may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award, and shall be entitled to recover fees and costs associated with any such motion to compel arbitration or to enforce an arbitration award. Otherwise, except as provided in Section 4, above, neither the Company nor Participant shall initiate or prosecute any lawsuit or claim in any way related to any arbitrable claim, including without limitation any claim as to the making, existence, validity, or enforceability of this Agreement.
7. Governing Law. The arbitration provisions of this Agreement shall be governed by and enforceable pursuant to the Federal Arbitration Act. In all other respects for provisions not governed by the Federal Arbitration Act, this Agreement shall be construed in accordance with the laws of the state in which the Participant currently works, or last worked, for the Company, without reference to conflicts of law principles.
8. Costs of Arbitration. The Company shall pay all costs unique to arbitration, including without limitation arbitration administrative fees, arbitrator compensation and expenses, and costs of any witnesses called by the arbitrator ("Arbitration Costs"). Unless otherwise ordered by the arbitrator under applicable law, the Company and Participant shall each bear his, her or its own expenses, such as expert witness fees and attorneys' fees and costs. Nothing herein shall prevent the Company or Participant from seeking a statutory award of reasonable attorneys' fees and costs.
9. Waiver of Right to Jury Trial; Class Action Waiver. THE COMPANY AND PARTICIPANT UNDERSTAND AND AGREE THAT THIS AGREEMENT CONSTITUTES A WAIVER OF THEIR RIGHT TO A TRIAL BY JURY OF ANY COVERED CLAIMS. PARTICIPANT UNDERSTANDS AND ACKNOWLEDGES THAT THIS AGREEMENT ALSO CONSTITUTES A WAIVER OF PARTICIPANT'S RIGHT TO BRING ANY CLAIM AS PART OF OR IN CONNECTION WITH A CLASS ACTION LAWSUIT OR CLAIM. THE PARTIES AGREE THAT NO COVERED CLAIM SHALL BE RESOLVED BY A JURY TRIAL AND NO COVERED CLAIM SHALL BE BROUGHT AS A CLASS ACTION.
10. At-Will Employment. Nothing in this Agreement is intended to or shall modify the at-will nature of employment at the Company.
11. Severability and Survival. If any provision of this Agreement shall be held by a court or the arbitrator to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by law, and the remainder of this Agreement shall remain in full force and effect. The Company's and Participant's obligations under this Agreement shall survive the termination of the employment relationship.
12. Complete Agreement. This Agreement contains a full and complete statement of the agreements and understandings as between the Company and Participant regarding resolution of disputes between them, and supersedes and replaces all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Agreement.
13. Opportunity to Consult with Counsel. PARTICIPANT ACKNOWLEDGES AND AGREES THAT PARTICIPANT WAS AFFORDED THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL AND HAS EITHER TAKEN ADVANTAGE OF THAT OPPORTUNITY, OR VOLUNTARILY DECLINED TO DO SO.

**Broadcom Inc. Announces Fourth Quarter and Fiscal Year 2018 Financial Results
and Quarterly Dividend**

- Revenue of \$5,444 million for the fourth quarter, up 12 percent from the prior year
- Revenue of \$20,848 million for the fiscal year, up 18 percent from the prior year
- Non-GAAP diluted EPS of \$5.85 for the fourth quarter, up 27 percent from the prior year; GAAP diluted EPS of \$2.64 for the fourth quarter, up 111 percent from the prior year
- Non-GAAP diluted EPS of \$20.82 for the fiscal year, up 30 percent from the prior year; GAAP diluted EPS for the fiscal year of \$28.44, up 607 percent from the prior year
- Free cash flow for the fourth quarter of \$2,529 million, up 47 percent from the prior year
- Free cash flow for the fiscal year of \$8,245 million, up 50 percent from the prior year
- Quarterly dividend increased by 51 percent to \$2.65 per share from the prior quarter
- Repurchased 6.4 million shares in the fourth quarter for \$1,533 million
- Repurchased 31.9 million shares in the fiscal year for \$7,258 million

SAN JOSE, Calif. – December 6, 2018 - Broadcom Inc. (Nasdaq: AVGO), a global technology leader that designs, develops and supplies semiconductor and infrastructure software solutions, today reported financial results for the fourth fiscal quarter and fiscal year ended November 4, 2018, and provided guidance for its fiscal year 2019. The Company completed its acquisition of CA Technologies on November 5, 2018. The financial results provided below do not include any contribution from CA Technologies.

“Strong operating performance in the fiscal fourth quarter caps a year of solid results that continues to reinforce the sustainability of our business model. Revenues grew 18% to nearly \$21 billion on the back of strong demand for our networking, enterprise storage, wireless and industrial products while operating margin continued to progressively expand to 50%.” said Hock Tan, President and CEO of Broadcom Inc. “Looking forward to fiscal year 2019, we expect another year of double digit revenue growth. Sustained demand within our semiconductor segment will be augmented by the newly acquired mainframe and enterprise software businesses to our infrastructure software segment. We also expect operating margin to hit another record in fiscal year 2019 driven by improved operating leverage.”

“Free cash flow from operations grew 50% in fiscal year 2018 to \$8.2 billion. As a result, we are raising our target dividend by 51 percent to \$2.65 per share per quarter for fiscal year 2019,” said Tom Krause, CFO of Broadcom Inc. “Looking ahead for the year, we expect sustained revenue growth and improving operating leverage to accelerate cash generation from operations. Our capital allocation strategy remains unchanged for fiscal year 2019. We plan to return 50% of our prior fiscal year free cash flows to stockholders in the form of dividends and use the balance of our free cash flows to buy back stock and support additional acquisitions, while remaining focused on maintaining our investment grade credit rating.”

Fourth Quarter Fiscal Year 2018 GAAP Results from Continuing Operations

Net revenue was \$5,444 million, an increase of 8 percent from \$5,063 million in the previous quarter and an increase of 12 percent from \$4,844 million in the same quarter last year.

Gross margin was \$2,935 million, or 53.9 percent of net revenue. This compares with gross margin of \$2,619 million, or 51.7 percent of net revenue, in the prior quarter, and gross margin of \$2,383 million, or 49.2 percent of net revenue, in the same quarter last year.

Operating expenses were \$1,283 million. This compares with \$1,280 million in the prior quarter and \$1,628 million in the same quarter last year.

Operating income was \$1,652 million, or 30.3 percent of net revenue. This compares with operating income of \$1,339 million, or 26.4 percent of net revenue, in the prior quarter, and operating income of \$755 million, or 15.6 percent of net revenue, in the same quarter last year.

Net income, which includes the impact of discontinued operations, was \$1,115 million, or \$2.64 per diluted share. This compares with net income of \$1,196 million, or \$2.71 per diluted share, in the prior quarter, and net income of \$561 million, or \$1.25 per diluted share, in the same quarter last year.

Fourth Quarter Fiscal Year 2018 GAAP Results
(Dollars in millions, except per share data)

	Q4 18	Q3 18	Q4 17	Change	
				Q/Q	Y/Y
Net revenue	\$ 5,444	\$ 5,063	\$ 4,844	+8%	+12%
Gross margin	53.9%	51.7%	49.2%	+220bps	+470bps
Operating expenses	\$ 1,283	\$ 1,280	\$ 1,628	+\$ 3	-\$ 345
Net income	\$ 1,115	\$ 1,196	\$ 561	-\$ 81	+\$ 554
Net income attributable to noncontrolling interest	\$ —	\$ —	\$ 29	\$ —	-\$ 29
Net income attributable to common stock	\$ 1,115	\$ 1,196	\$ 532	-\$ 81	+\$ 583
Earnings per share - diluted	\$ 2.64	\$ 2.71	\$ 1.25	-\$ 0.07	+\$ 1.39

The Company's cash and cash equivalents at the end of the fourth fiscal quarter were \$4,292 million, compared to \$4,136 million at the end of the prior quarter.

During the fourth fiscal quarter, the Company generated \$2,635 million in cash from operations and spent \$1,533 million repurchasing an aggregate of 6.4 million shares and \$106 million in capital expenditures.

On September 28, 2018, the Company paid a cash dividend of \$1.75 per share of common stock, totaling \$723 million.

Fourth Quarter Fiscal Year 2018 Non-GAAP Results From Continuing Operations

The differences between the Company's GAAP and non-GAAP results are described generally under "Non-GAAP Financial Measures" below, and presented in detail in the financial reconciliation tables attached to this release.

Net revenue from continuing operations was \$5,448 million, an increase of 8 percent from \$5,066 million in the previous quarter, and an increase of 12 percent from \$4,848 million in the same quarter last year.

Gross margin from continuing operations was \$3,725 million, or 68.4 percent of net revenue. This compares with gross margin from continuing operations of \$3,410 million, or 67.3 percent of net revenue, in the prior quarter, and \$3,068 million, or 63.3 percent of net revenue, in the same quarter last year.

Operating income from continuing operations was \$2,862 million, or 52.5 percent of net revenue. This compares with operating income from continuing operations of \$2,536 million, or 50.1 percent of net revenue, in the prior quarter, and \$2,293 million, or 47.3 percent of net revenue, in the same quarter last year.

Net income from continuing operations was \$2,546 million, or \$5.85 per diluted share. This compares with net income of \$2,257 million, or \$4.98 per diluted share, in the prior quarter, and net income of \$2,091 million, or \$4.59 per diluted share, in the same quarter last year.

Free cash flow from operations, defined as cash from operations less capital expenditures, was \$2,529 million in the quarter, compared to \$1,726 million in the same quarter last year.

Fourth Quarter Fiscal Year 2018 Non-GAAP Results
(Dollars in millions, except per share data)

	Q4 18	Q3 18	Q4 17	Change	
				Q/Q	Y/Y
Net revenue	\$ 5,448	\$ 5,066	\$ 4,848	+8%	+12%
Gross margin	68.4%	67.3%	63.3%	+110bps	+510bps
Operating expenses	\$ 863	\$ 874	\$ 775	-\$ 11	+\$ 88
Net income	\$ 2,546	\$ 2,257	\$ 2,091	+\$ 289	+\$ 455
Earnings per share - diluted	\$ 5.85	\$ 4.98	\$ 4.59	+\$ 0.87	+\$ 1.26

Other Quarterly Data

Net revenue by segment:

(Dollars in millions)	Q4 18		Q3 18		Q4 17		Change	
							Q/Q	Y/Y
Wired infrastructure	\$ 2,208	41%	\$ 2,297	45%	\$ 2,146	45%	-4%	3%
Wireless communications	1,698	31	1,288	25	1,796	37	32%	-5%
Enterprise storage	1,266	23	1,253	25	645	13	1%	96%
Industrial & other	272	5	225	5	257	5	21%	6%
Total net revenue	<u>\$ 5,444</u>	<u>100%</u>	<u>\$ 5,063</u>	<u>100%</u>	<u>\$ 4,844</u>	<u>100%</u>		

Non-GAAP net revenue by segment:

(Dollars in millions)	Q4 18		Q3 18		Q4 17		Change	
							Q/Q	Y/Y
Wired infrastructure (1)	\$ 2,212	41%	\$ 2,300	45%	\$ 2,150	45%	-4%	3%
Wireless communications	1,698	31	1,288	25	1,796	37	32%	-5%
Enterprise storage	1,266	23	1,253	25	645	13	1%	96%
Industrial & other	272	5	225	5	257	5	21%	6%
Total non-GAAP net revenue	<u>\$ 5,448</u>	<u>100%</u>	<u>\$ 5,066</u>	<u>100%</u>	<u>\$ 4,848</u>	<u>100%</u>		

(1) Non-GAAP data include the effect of acquisition-related purchase accounting adjustments relating to licensing revenue.

Key Statistics

(Dollars in millions)	Q4 18	Q3 18	Q4 17
Cash from operations	\$ 2,635	\$ 2,247	\$ 1,959
Depreciation	\$ 132	\$ 129	\$ 117
Amortization of acquisition-related intangible assets	\$ 829	\$ 830	\$ 1,099
Capital expenditures	\$ 106	\$ 120	\$ 233
Days sales outstanding ("DSO")	56	54	46
Inventory days on hand ("DOH")	59	66	73
Non-GAAP DSO	56	54	46
Non-GAAP Inventory DOH	59	67	74

Fiscal Year 2018 Financial Results From Continuing Operations

Net revenue from continuing operations was \$20,848 million, an increase of 18 percent from \$17,636 million in the prior year. Gross margin was \$10,733 million, or 51.5 percent of net revenue, versus \$8,509 million, or 48.2 percent of net revenue, in the prior year. Operating income was \$5,135 million compared with \$2,383 million in the prior year. Net income, which includes the impact from discontinued operations, was \$12,610 million, or \$28.44 per diluted share. This compares with a net income of \$1,784 million, or \$4.02 per diluted share, in fiscal year 2017.

Fiscal Year 2018 GAAP Results

(Dollars in millions, except per share data)

	2018	2017	Change
Net revenue	\$ 20,848	\$ 17,636	+18%
Gross margin	51.5%	48.2%	+330bps
Operating expenses	\$ 5,598	\$ 6,126	-\$ 528
Net income	\$ 12,610	\$ 1,784	+\$ 10,826
Net income attributable to noncontrolling interest	\$ 351	\$ 92	+\$ 259
Net income attributable to common stock	\$ 12,259	\$ 1,692	+\$ 10,567
Earnings per share - diluted	\$ 28.44	\$ 4.02	+\$ 24.42

Non-GAAP net revenue from continuing operations was \$20,862 million, an increase of 18 percent from \$17,665 million in the prior year. Non-GAAP gross margin was \$13,931 million, or 66.8 percent of net revenue, versus \$11,137 million, or 63.0 percent of net revenue, in the prior year. Non-GAAP operating income from continuing operations was \$10,424 million. This compares with \$8,011 million in the prior year. Non-GAAP net income was \$9,391 million, or \$20.82 per diluted share. This compares with non-GAAP net income of \$7,255 million, or \$16.02 per diluted share, in fiscal year 2017.

Fiscal Year 2018 Non-GAAP Results

(Dollars in millions, except per share data)

	2018	2017	Change
Net revenue	\$ 20,862	\$ 17,665	+18%
Gross margin	66.8%	63.0%	+380bps
Operating expenses	\$ 3,507	\$ 3,126	+\$ 381
Net income	\$ 9,391	\$ 7,255	+\$ 2,136
Earnings per share - diluted	\$ 20.82	\$ 16.02	+\$ 4.81

Fiscal Year 2019 Business Outlook

Based on current business trends and conditions, the outlook for continuing operations for fiscal year 2019, ending November 3, 2019, including contributions from CA, is expected to be as follows:

	GAAP	Reconciling Items	Non-GAAP
Net revenue	\$24,500M	—	\$24,500M
Operating margin	20%	\$ 7,580M	51%
Net interest expense and other	\$ 1,250M	—	\$ 1,250M
Provision for income taxes	13%	2%	11%

- Non-GAAP operating margin excludes \$4,700 million of amortization of acquisition-related intangible assets, \$2,100 million of stock-based compensation expense, \$570 million of restructuring charges, and \$210 million of acquisition-related costs; and

- Non-GAAP tax provision is 2% lower than GAAP due to the tax effects of the projected reconciling items noted above.

Capital expenditures for the fiscal year are expected to be approximately \$550 million. For the fiscal year, depreciation is expected to be \$600 million and amortization is expected to be approximately \$4,700 million.

The guidance provided above is only an estimate of what the Company believes is realizable as of the date of this release. Among other things, this guidance is based on an initial estimate of purchase accounting adjustments and allocations, all of which are subject to revision. The guidance excludes the impact of any mergers, acquisitions, divestiture and stock repurchase activity that may occur during fiscal year 2019. Actual results will vary from the guidance and the variations may be material. The Company undertakes no intent or obligation to publicly update or revise any of these projections, whether as a result of new information, future events or otherwise, except as required by law.

Quarterly Dividend

The Company's Board of Directors has approved a quarterly cash dividend of \$2.65 per share.

The dividend is payable on December 28, 2018 to stockholders of record at the close of business (5:00 p.m.) Eastern Time on December 19, 2018.

Financial Results Conference Call

Broadcom Inc. will host a conference call to review its financial results for the fourth quarter of fiscal year 2018, ended November 4, 2018, and to provide guidance for fiscal year 2019, today at 2:00 p.m. Pacific Time. Those wishing to access the call should dial (866) 310-8712; International +1 (720) 634-2946. The passcode is 8281408. A replay of the call will be accessible for one week after the call. To access the replay dial (855) 859-2056; International +1 (404) 537-3406; and reference the passcode: 8281408. A webcast of the conference call will also be available in the "Investors" section of Broadcom's website at www.broadcom.com.

Basis of Presentation

Broadcom Inc. is the successor to Broadcom Limited for financial reporting purposes effective as of the close of trading on April 4, 2018. Information provided for fiscal periods beginning with the fiscal quarter ended May 6, 2018, relates to Broadcom Inc. and for prior fiscal periods relates to Broadcom Limited. Unless the context otherwise requires, references in this press release to "Broadcom," "the Company," "we," "our," "us" and similar terms are to Broadcom Inc. from and after the effective time of the redomiciliation and, prior to that time, are to our predecessor, Broadcom Limited.

The Company's financial results include contributions from Brocade Communication Systems' continuing operations starting in the first fiscal quarter of 2018. The financial results from businesses that have been classified as discontinued operations in the Company's financial statements are not included in the results presented below, unless otherwise stated.

Due to the Company's 52/53 week reporting cycle, fiscal year 2018 included an extra week in the first quarter, compared to fiscal year 2017.

Non-GAAP Financial Measures

In addition to GAAP reporting, Broadcom provides investors with net revenue, net income, operating income, gross margin, operating expenses, cash flow and other data on a non-GAAP basis. This non-GAAP information includes the effect, where applicable, of purchase accounting on revenue, and excludes amortization of acquisition-related intangible assets, stock-based compensation expense, restructuring, impairment and disposal charges, acquisition-related costs, including integration costs, purchase accounting effect on inventory, litigation settlements, impairment on investment, debt-related costs, gain (loss) on extinguishment of debt, gain (loss) on acquisition-related assets, income (loss) from discontinued operations and non-GAAP tax reconciling adjustments. Management does not believe that these items are reflective of the Company's underlying performance. Internally, these non-GAAP measures are significant measures used by management for purposes of evaluating the core operating performance of the Company, establishing internal budgets, calculating return on investment for development programs and growth initiatives, comparing performance with internal forecasts and targeted business models, strategic planning, evaluating and valuing potential acquisition candidates and how their operations compare to the Company's operations, and benchmarking performance externally against the Company's competitors. The exclusion of these and other similar items from Broadcom's non-GAAP financial results should not be interpreted as implying that these items are non-recurring, infrequent or unusual. Free cash flow measures have limitations as they omit certain components of the overall cash flow statement and do not represent the residual cash flow available for discretionary expenditures. Investors should not consider presentation of free cash flow measures as implying that stockholders have any right to such cash. Broadcom's free cash flow may not be calculated in a manner comparable to similarly named measures used by other companies.

Broadcom believes this non-GAAP financial information provides additional insight into the Company's on-going performance. Therefore, Broadcom provides this information to investors for a more consistent basis of comparison and to help them evaluate the results of the Company's on-going operations and enable more meaningful period to period comparisons. These non-GAAP measures are provided in addition to, and not as a substitute for, or superior to, measures of financial performance prepared in accordance with GAAP. A reconciliation between GAAP and non-GAAP financial data is included in the supplemental financial data attached to this press release.

About Broadcom Inc.

Broadcom Inc. (NASDAQ: AVGO), a Delaware corporation headquartered in San Jose, CA, is a global technology leader that designs, develops and supplies a broad range of semiconductor and infrastructure software solutions. Broadcom's category-leading product portfolio serves critical markets including data center, networking, software, broadband, wireless, storage and industrial.

Cautionary Note Regarding Forward-Looking Statements

This announcement contains forward-looking statements (including within the meaning of Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended) concerning Broadcom. These statements include, but are not limited to, statements that address our expected future business and financial performance and other statements identified by words such as “will”, “expect”, “believe”, “anticipate”, “estimate”, “should”, “intend”, “plan”, “potential”, “predict” “project”, “aim”, and similar words, phrases or expressions. These forward-looking statements are based on current expectations and beliefs of the management of Broadcom, as well as assumptions made by, and information currently available to, such management, current market trends and market conditions and involve risks and uncertainties, many of which are outside the Company's and management's control, and which may cause actual results to differ materially from those contained in forward-looking statements. Accordingly, you should not place undue reliance on such statements.

Particular uncertainties that could materially affect future results include risks associated with: our acquisition of CA, including (1) potential difficulties in employee retention, (2) unexpected costs, charges or expenses, and (3) our ability to successfully integrate CA's business and achieve the anticipated benefits of the transaction; any loss of our significant customers and fluctuations in the timing and volume of significant customer demand; our dependence on contract manufacturing and outsourced supply chain; our dependency on a limited number of suppliers; any other acquisitions we may make, including integrating acquired companies with our existing businesses and our ability to achieve the benefits, growth prospects and synergies expected by such acquisitions; our ability to accurately estimate customers' demand and adjust our manufacturing and supply chain accordingly; our significant indebtedness, including the additional indebtedness that we incurred in connection with the CA acquisition and the need to generate sufficient cash flows to service and repay such debt; dependence on and risks associated with distributors of our products; dependence on senior management; quarterly and annual fluctuations in operating results; global economic conditions and concerns; the amount and frequency of our stock repurchases; cyclicalities in the semiconductor industry or in our target markets; our competitive performance and ability to continue achieving design wins with our customers, as well as the timing of any design wins; prolonged disruptions of our or our contract manufacturers' manufacturing facilities or other significant operations; our ability to improve our manufacturing efficiency and quality; our dependence on outsourced service providers for certain key business services and their ability to execute to our requirements; our ability to maintain or improve

gross margin; our ability to protect our intellectual property and the unpredictability of any associated litigation expenses; compatibility of our software products with operating environments, platforms or third-party products; our ability to enter into satisfactory software license agreements; sales to our government clients; availability of third party software used in our products; use of open source code sources in our products; any expenses or reputational damage associated with resolving customer product warranty and indemnification claims; our ability to sell to new types of customers and to keep pace with technological advances; market acceptance of the end products into which our products are designed; our ability to protect against a breach of security systems; fluctuations in foreign exchange rates; our overall cash tax costs, legislation that may impact our overall cash tax costs and our ability to maintain tax concessions in certain jurisdictions; and other events and trends on a national, regional and global scale, including those of a political, economic, business, competitive and regulatory nature.

Our filings with the SEC, which you may obtain for free at the SEC's website at <http://www.sec.gov>, discuss some of the important risk factors that may affect our business, results of operations and financial condition. Actual results may vary from the estimates provided. We undertake no intent or obligation to publicly update or revise any of the estimates and other forward-looking statements made in this announcement, whether as a result of new information, future events or otherwise, except as required by law.

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BROADCOM INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS - UNAUDITED
(IN MILLIONS, EXCEPT PER SHARE DATA)

	Fiscal Quarter Ended			Fiscal Year Ended	
	November 4, 2018	August 5, 2018	October 29, 2017	November 4, 2018	October 29, 2017
Net revenue	\$ 5,444	\$ 5,063	\$ 4,844	\$ 20,848	\$ 17,636
Cost of products sold:					
Cost of products sold	1,746	1,680	1,798	7,021	6,593
Purchase accounting effect on inventory	—	—	2	70	4
Amortization of acquisition-related intangible assets	762	762	658	3,004	2,511
Restructuring charges	1	2	3	20	19
Total cost of products sold	2,509	2,444	2,461	10,115	9,127
Gross margin	2,935	2,619	2,383	10,733	8,509
Research and development	948	959	828	3,768	3,292
Selling, general and administrative	237	234	194	1,056	787
Amortization of acquisition-related intangible assets	67	68	441	541	1,764
Restructuring, impairment and disposal charges	17	19	55	219	161
Litigation settlements	14	—	110	14	122
Total operating expenses	1,283	1,280	1,628	5,598	6,126
Operating income	1,652	1,339	755	5,135	2,383
Interest expense	(148)	(149)	(119)	(628)	(454)
Impairment on investment	(106)	—	—	(106)	—
Loss on debt extinguishment	—	—	(7)	—	(166)
Other income, net	24	39	16	144	62
Income from continuing operations before income taxes	1,422	1,229	645	4,545	1,825
Provision for (benefit from) income taxes	307	32	89	(8,084)	35
Income from continuing operations	1,115	1,197	556	12,629	1,790
Income (loss) from discontinued operations, net of income taxes	—	(1)	5	(19)	(6)
Net income	1,115	1,196	561	12,610	1,784
Net income attributable to noncontrolling interest (1)	—	—	29	351	92
Net income attributable to common stock	\$ 1,115	\$ 1,196	\$ 532	\$ 12,259	\$ 1,692
Basic income per share:					
Income per share from continuing operations	\$ 2.71	\$ 2.78	\$ 1.29	\$ 29.37	\$ 4.19
Income (loss) per share from discontinued operations	—	—	0.01	(0.04)	(0.01)
Net income per share	\$ 2.71	\$ 2.78	\$ 1.30	\$ 29.33	\$ 4.18
Diluted income per share (2):					
Income per share from continuing operations	\$ 2.64	\$ 2.71	\$ 1.24	\$ 28.48	\$ 4.03
Income (loss) per share from discontinued operations	—	—	0.01	(0.04)	(0.01)
Net income per share	\$ 2.64	\$ 2.71	\$ 1.25	\$ 28.44	\$ 4.02
Shares used in per share calculations:					
Basic	412	430	408	418	405
Diluted	423	441	424	431	421
Stock-based compensation expense included in continuing operations:					
Cost of products sold	\$ 23	\$ 22	\$ 17	\$ 86	\$ 64
Research and development	225	222	171	855	636
Selling, general and administrative	69	71	64	286	220
Total stock-based compensation expense	\$ 317	\$ 315	\$ 252	\$ 1,227	\$ 920

- (1) In connection with the redomiciliation to the United States on April 4, 2018, or the Redomiciliation, all outstanding exchangeable limited partnership units, or LP Units, in Broadcom Cayman L.P. were exchanged for common stock of Broadcom on a one-for-one basis and the noncontrolling interest, or NCI, was eliminated. Net income attributable to NCI prior to the Redomiciliation represents approximately 5% of net income attributable to LP Units.
- (2) For the fiscal year ended November 4, 2018 and for each fiscal year 2017 period presented, diluted income per share excluded the potentially dilutive effect of the exchange of LP Units as their effect was antidilutive. There were no LP Units outstanding during the fiscal quarters ended November 4, 2018 and August 5, 2018 due to the Redomiciliation.

BROADCOM INC.
FINANCIAL RECONCILIATION: GAAP TO NON-GAAP - UNAUDITED
(IN MILLIONS, EXCEPT DAYS)

	Fiscal Quarter Ended			Fiscal Year Ended	
	November 4, 2018	August 5, 2018	October 29, 2017	November 4, 2018	October 29, 2017
Net revenue on GAAP basis	\$ 5,444	\$ 5,063	\$ 4,844	\$ 20,848	\$ 17,636
Acquisition-related purchase accounting revenue adjustment (1)	4	3	4	14	29
Net revenue on non-GAAP basis	<u>\$ 5,448</u>	<u>\$ 5,066</u>	<u>\$ 4,848</u>	<u>\$ 20,862</u>	<u>\$ 17,665</u>
Gross margin on GAAP basis	\$ 2,935	\$ 2,619	\$ 2,383	\$ 10,733	\$ 8,509
Acquisition-related purchase accounting revenue adjustment (1)	4	3	4	14	29
Purchase accounting effect on inventory	—	—	2	70	4
Amortization of acquisition-related intangible assets	762	762	658	3,004	2,511
Stock-based compensation expense	23	22	17	86	64
Restructuring charges	1	2	3	20	19
Acquisition-related costs	—	2	1	4	1
Gross margin on non-GAAP basis	<u>\$ 3,725</u>	<u>\$ 3,410</u>	<u>\$ 3,068</u>	<u>\$ 13,931</u>	<u>\$ 11,137</u>
Research and development on GAAP basis	\$ 948	\$ 959	\$ 828	\$ 3,768	\$ 3,292
Stock-based compensation expense	225	222	171	855	636
Acquisition-related costs	1	—	—	4	6
Research and development on non-GAAP basis	<u>\$ 722</u>	<u>\$ 737</u>	<u>\$ 657</u>	<u>\$ 2,909</u>	<u>\$ 2,650</u>
Selling, general and administrative expense on GAAP basis	\$ 237	\$ 234	\$ 194	\$ 1,056	\$ 787
Stock-based compensation expense	69	71	64	286	220
Acquisition-related costs	27	26	12	172	91
Selling, general and administrative expense on non-GAAP basis	<u>\$ 141</u>	<u>\$ 137</u>	<u>\$ 118</u>	<u>\$ 598</u>	<u>\$ 476</u>
Total operating expenses on GAAP basis	\$ 1,283	\$ 1,280	\$ 1,628	\$ 5,598	\$ 6,126
Amortization of acquisition-related intangible assets	67	68	441	541	1,764
Stock-based compensation expense	294	293	235	1,141	856
Restructuring, impairment and disposal charges	17	19	55	219	161
Litigation settlements	14	—	110	14	122
Acquisition-related costs	28	26	12	176	97
Total operating expenses on non-GAAP basis	<u>\$ 863</u>	<u>\$ 874</u>	<u>\$ 775</u>	<u>\$ 3,507</u>	<u>\$ 3,126</u>
Operating income on GAAP basis	\$ 1,652	\$ 1,339	\$ 755	\$ 5,135	\$ 2,383
Acquisition-related purchase accounting revenue adjustment (1)	4	3	4	14	29
Purchase accounting effect on inventory	—	—	2	70	4
Amortization of acquisition-related intangible assets	829	830	1,099	3,545	4,275
Stock-based compensation expense	317	315	252	1,227	920
Restructuring, impairment and disposal charges	18	21	58	239	180
Litigation settlements	14	—	110	14	122
Acquisition-related costs	28	28	13	180	98
Operating income on non-GAAP basis	<u>\$ 2,862</u>	<u>\$ 2,536</u>	<u>\$ 2,293</u>	<u>\$ 10,424</u>	<u>\$ 8,011</u>
Interest expense on GAAP basis	\$ (148)	\$ (149)	\$ (119)	\$ (628)	\$ (454)
Debt-related costs	—	—	—	32	1
Interest expense on non-GAAP basis	<u>\$ (148)</u>	<u>\$ (149)</u>	<u>\$ (119)</u>	<u>\$ (596)</u>	<u>\$ (453)</u>
Other income, net on GAAP basis	\$ 24	\$ 39	\$ 16	\$ 144	\$ 62
(Gains) losses on acquisition-related assets	—	1	—	(3)	(23)
Other income, net on non-GAAP basis	<u>\$ 24</u>	<u>\$ 40</u>	<u>\$ 16</u>	<u>\$ 141</u>	<u>\$ 39</u>
Income from continuing operations before income taxes on GAAP basis	\$ 1,422	\$ 1,229	\$ 645	\$ 4,545	\$ 1,825
Acquisition-related purchase accounting revenue adjustment (1)	4	3	4	14	29
Purchase accounting effect on inventory	—	—	2	70	4
Amortization of acquisition-related intangible assets	829	830	1,099	3,545	4,275
Stock-based compensation expense	317	315	252	1,227	920
Restructuring, impairment and disposal charges	18	21	58	239	180
Litigation settlements	14	—	110	14	122
Acquisition-related costs	28	28	13	180	98
Impairment on investment	106	—	—	106	—
Debt-related costs	—	—	—	32	1
Loss on debt extinguishment	—	—	7	—	166
(Gains) losses on acquisition-related assets	—	1	—	(3)	(23)
Income before income taxes on non-GAAP basis	<u>\$ 2,738</u>	<u>\$ 2,427</u>	<u>\$ 2,190</u>	<u>\$ 9,969</u>	<u>\$ 7,597</u>
Provision for (benefit from) income taxes on GAAP basis	\$ 307	\$ 32	\$ 89	\$ (8,084)	\$ 35
Non-GAAP tax reconciling adjustments	(115)	138	10	8,662	307
Provision for income taxes on non-GAAP basis	<u>\$ 192</u>	<u>\$ 170</u>	<u>\$ 99</u>	<u>\$ 578</u>	<u>\$ 342</u>
Net income on GAAP basis	\$ 1,115	\$ 1,196	\$ 561	\$ 12,610	\$ 1,784
Acquisition-related purchase accounting revenue adjustment (1)	4	3	4	14	29
Purchase accounting effect on inventory	—	—	2	70	4

Amortization of acquisition-related intangible assets	829	830	1,099	3,545	4,275
Stock-based compensation expense	317	315	252	1,227	920
Restructuring, impairment and disposal charges	18	21	58	239	180
Litigation settlements	14	—	110	14	122
Acquisition-related costs	28	28	13	180	98
Impairment on investment	106	—	—	106	—
Debt-related costs	—	—	—	32	1
Loss on debt extinguishment	—	—	7	—	166
(Gains) losses on acquisition-related assets	—	1	—	(3)	(23)
Non-GAAP tax reconciling adjustments	115	(138)	(10)	(8,662)	(307)
Discontinued operations, net of income taxes	—	1	(5)	19	6
Net income on non-GAAP basis	<u>\$ 2,546</u>	<u>\$ 2,257</u>	<u>\$ 2,091</u>	<u>\$ 9,391</u>	<u>\$ 7,255</u>
Shares used in per share calculation - diluted on GAAP basis	423	441	424	431	421
Non-GAAP adjustment (2)	<u>12</u>	<u>12</u>	<u>32</u>	<u>20</u>	<u>32</u>
Shares used in per share calculation - diluted on non-GAAP basis	<u>435</u>	<u>453</u>	<u>456</u>	<u>451</u>	<u>453</u>
Inventory days on hand on GAAP basis	59	66	73		
Non-GAAP adjustment (3)	<u>—</u>	<u>1</u>	<u>1</u>		
Inventory days on hand on non-GAAP basis	<u>59</u>	<u>67</u>	<u>74</u>		
Net income on non-GAAP basis	\$ 2,546	\$ 2,257	\$ 2,091		
Interest expense on non-GAAP basis	148	149	119		
Provision for income taxes on non-GAAP basis	192	170	99		
Depreciation	132	129	117		
Adjusted EBITDA	<u>\$ 3,018</u>	<u>\$ 2,705</u>	<u>\$ 2,426</u>		
Net cash provided by operating activities	\$ 2,635	\$ 2,247	\$ 1,959	\$ 8,880	\$ 6,551
Purchases of property, plant and equipment	<u>(106)</u>	<u>(120)</u>	<u>(233)</u>	<u>(635)</u>	<u>(1,069)</u>
Free cash flow	<u>\$ 2,529</u>	<u>\$ 2,127</u>	<u>\$ 1,726</u>	<u>\$ 8,245</u>	<u>\$ 5,482</u>

- (1) Amounts represent licensing revenue not included in GAAP net revenue as a result of the effect of purchase accounting for acquisitions.
- (2) Non-GAAP adjustment for number of shares used in the diluted per share calculations excludes the impact of stock-based compensation expense expected to be incurred in future periods and not yet recognized in the financial statements, which would otherwise be assumed to be used to repurchase shares under the GAAP treasury stock method. Non-GAAP adjustment also includes the impact of LP Units that are anti-dilutive on a GAAP basis for the fiscal year ended November 4, 2018 and for each fiscal year 2017 period presented.
- (3) Non-GAAP adjustment for inventory days on hand represents the impact of purchase accounting on inventory, stock-based compensation expense, and acquisition-related costs.

BROADCOM INC.
CONDENSED CONSOLIDATED BALANCE SHEETS - UNAUDITED
(IN MILLIONS)

	November 4, 2018	October 29, 2017
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 4,292	\$ 11,204
Trade accounts receivable, net	3,325	2,448
Inventory	1,124	1,447
Other current assets	366	724
Total current assets	9,107	15,823
Long-term assets:		
Property, plant and equipment, net	2,635	2,599
Goodwill	26,913	24,706
Intangible assets, net	10,762	10,832
Other long-term assets	707	458
Total assets	<u>\$ 50,124</u>	<u>\$ 54,418</u>
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	\$ 811	\$ 1,105
Employee compensation and benefits	715	626
Current portion of long-term debt	—	117
Other current liabilities	812	681
Total current liabilities	2,338	2,529
Long-term liabilities:		
Long-term debt	17,493	17,431
Other long-term liabilities	3,636	11,272
Total liabilities	<u>23,467</u>	<u>31,232</u>
Equity:		
Broadcom Inc. stockholders' equity:		
Common stock and additional paid-in capital	23,285	20,505
Retained earnings (accumulated deficit)	3,487	(129)
Accumulated other comprehensive loss	(115)	(91)
Total Broadcom Inc. stockholders' equity	26,657	20,285
Noncontrolling interest	—	2,901
Total equity	26,657	23,186
Total liabilities and equity	<u>\$ 50,124</u>	<u>\$ 54,418</u>

BROADCOM INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS - UNAUDITED
(IN MILLIONS)

	Fiscal Quarter Ended			Fiscal Year Ended	
	November 4, 2018	August 5, 2018	October 29, 2017	November 4, 2018	October 29, 2017
Cash flows from operating activities:					
Net income	\$ 1,115	\$ 1,196	\$ 561	\$ 12,610	\$ 1,784
Adjustments to reconcile net income to net cash provided by operating activities:					
Amortization of intangible assets	836	836	1,102	3,566	4,286
Depreciation	132	129	117	515	451
Stock-based compensation	317	315	252	1,227	921
Deferred taxes and other non-cash taxes	242	22	(74)	(8,270)	(173)
Impairment on investment	106	—	—	106	—
Non-cash portion of debt extinguishment loss	—	—	7	—	166
Non-cash restructuring, impairment and disposal charges	8	3	17	21	71
Amortization of debt issuance costs and accretion of debt discount	6	6	5	24	24
Other	15	5	9	37	7
Changes in assets and liabilities, net of acquisitions and disposals:					
Trade accounts receivable, net	(312)	(262)	(31)	(652)	(267)
Inventory	92	19	(16)	417	(39)
Accounts payable	28	(41)	(63)	(325)	(97)
Employee compensation and benefits	93	205	80	6	109
Contributions to defined benefit pension plans	—	(1)	(345)	(130)	(361)
Other current assets and current liabilities	163	(148)	80	369	(490)
Other long-term assets and long-term liabilities	(206)	(37)	258	(641)	159
Net cash provided by operating activities	2,635	2,247	1,959	8,880	6,551
Cash flows from investing activities:					
Acquisitions of businesses, net of cash acquired	(7)	(7)	—	(4,800)	(40)
Business sale proceeds (repayments)	(9)	—	—	773	10
Purchases of property, plant and equipment	(106)	(120)	(233)	(635)	(1,069)
Proceeds from disposals of property, plant and equipment	1	—	440	239	441
Purchases of investments	—	—	(7)	(249)	(207)
Proceeds from sale and maturity of investments	—	—	200	54	200
Other	3	(47)	(4)	(56)	(9)
Net cash provided by (used in) investing activities	(118)	(174)	396	(4,674)	(674)
Cash flows from financing activities:					
Proceeds from issuance of long-term debt	—	—	3,980	—	17,426
Repayment of debt	(117)	—	—	(973)	(13,668)
Payment of debt issuance costs	—	—	(1)	—	(24)
Dividend and distribution payments	(723)	(754)	(439)	(2,998)	(1,745)
Repurchases of common stock	(1,533)	(5,378)	—	(7,258)	—
Issuance of common stock, net of shares withheld for employee taxes	38	6	66	156	257
Payment of capital lease obligations	—	—	(6)	(21)	(16)
Other	(26)	2	—	(24)	—
Net cash provided by (used in) financing activities	(2,361)	(6,124)	3,600	(11,118)	2,230
Net change in cash and cash equivalents	156	(4,051)	5,955	(6,912)	8,107
Cash and cash equivalents at the beginning of period	4,136	8,187	5,249	11,204	3,097
Cash and cash equivalents at end of period	\$ 4,292	\$ 4,136	\$ 11,204	\$ 4,292	\$ 11,204
Supplemental disclosure of cash flow information:					
Cash paid for interest	\$ 2	\$ 312	\$ 1	\$ 547	\$ 310
Cash paid for income taxes	\$ 189	\$ 127	\$ 96	\$ 512	\$ 349

Risks Related to Our Business

The majority of our sales come from a small number of customers and a reduction in demand or loss of one or more of our significant customers may adversely affect our business.

We are dependent on a small number of end customers, OEMs, their respective contract manufacturers, and certain distributors for a majority of our business, revenue and results of operations. For fiscal years 2018 and 2017, sales to distributors accounted for 31% and 28% of our net revenue, respectively. Direct sales to Foxconn accounted for 9% and 14% of our net revenue for fiscal years 2018 and 2017, respectively. We believe our aggregate sales to our top five end customers, through all channels, accounted for approximately 43% and 40% of our net revenue for fiscal years 2018 and 2017, respectively. We believe aggregate sales to Apple Inc., through all channels, accounted for 24% and 20% of our net revenue for fiscal years 2018 and 2017, respectively. This customer concentration increases the risk of quarterly fluctuations in our operating results and our sensitivity to any material, adverse developments experienced by our significant customers.

In addition, our top customers' purchasing power has, in some cases, given them the ability to make greater demands on us with regard to pricing and contractual terms in general. We expect this trend to continue, which may adversely affect our gross margin on certain products and, should we fail to comply with such terms, might also result in substantial liability that could harm our business, financial condition and results of operations.

Moreover, the terms and conditions under which we do business with most of our customers generally do not include commitments by those customers to purchase any specific quantities of products from us. Even in those instances where we enter into an arrangement under which a customer agrees to source an agreed portion of its product needs from us (provided that we are able to meet specified development, supply and quality commitments), the arrangement often includes pricing schedules or methodologies that apply regardless of the volume of products purchased, and those customers may not purchase the amount of product we expect. As a result, we may not generate the amount of revenue or the level of profitability we expect under such arrangements. If we do not perform under these arrangements, we could also be liable for significant monetary damages. In addition, we are selling an increasing amount of our products through a limited number of distributors, which may expose us to additional customer concentration and related credit risks.

The loss of, or any substantial reduction in sales to, any of our major customers could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Dependence on contract manufacturing and suppliers of critical components within our supply chain may adversely affect our ability to bring products to market, damage our reputation and adversely affect our results of operations.

We operate a primarily outsourced manufacturing business model that principally utilizes third-party wafer foundry and module assembly and test capabilities, referred to as contract manufacturers. Our products require semiconductor wafer manufacturers with state-of-the-art fabrication equipment and techniques, and most of our products are designed to be manufactured in a specific process, typically at one particular fab or foundry, either our own or with a particular contract manufacturer.

We depend on our contract manufacturers to allocate sufficient manufacturing capacity to meet our needs, to produce products of acceptable quality at acceptable yields, and to deliver those products to us on a timely basis. Although we often have long-term contracts with our contract manufacturers, we do not generally have long-term capacity commitments. We obtain substantially all of our manufacturing services on a purchase order basis and our contract manufacturers have no obligation to provide us with any specified minimum quantities of product. Further, from time to time, our contract manufacturers will cease to, or will become unable to, manufacture a component for us. As the lead time needed to identify, qualify and establish reliable production at acceptable yields, with a new contract manufacturer is typically lengthy, there is often no readily available alternative source for the wafers or other contract manufacturing services we require, and there may be other constraints on our ability to change contract manufacturers. In addition, qualifying such contract manufacturers is often expensive, and they may not produce products as cost-effectively as our current suppliers, which would reduce our margins. In any such circumstances, we may be unable to meet our customer demand and may fail to meet our contractual obligations. This could result in the payment of significant damages by us to our customers, and our net revenue could decline, adversely affecting our business, financial condition and results of operations.

We utilize Taiwan Semiconductor Manufacturing Company Limited, or TSMC, to produce the substantial majority of our semiconductor wafers. TSMC manufactured over three-quarters of the wafers manufactured by our contract manufacturers during the fiscal year ended November 4, 2018. Our wafer requirements represent a significant portion of the total production capacity of TSMC. However, TSMC also fabricates wafers for other companies, including certain of our competitors, and could choose to prioritize capacity for other customers or reduce or eliminate deliveries to us on short notice, or raise their prices to us, all of which could harm our business, results of operations and gross margin.

Any substantial disruption in TSMC's supply of wafers to us, or in the other contract manufacturing services that we utilize, as a result of a natural disaster, political unrest, economic instability, equipment failure or other cause, could materially harm our business, customer relationships and results of operations.

We also depend on our contract manufacturers to timely develop new, advanced manufacturing processes, including, in the case of wafer fabrication, transitions to smaller geometry process technologies. If these new processes are not timely developed or we do not have sufficient access to them, we may be unable to maintain or increase our manufacturing efficiency to the same extent as our competitors or to deliver products to our customers, which could result in loss of revenue opportunities and damage our relationships with our customers.

We purchase a significant amount of the materials used in our products from a limited number of suppliers.

Our manufacturing processes rely on many materials, including silicon, gallium arsenide and indium phosphide wafers, copper lead frames, precious and rare earth metals, mold compound, ceramic packages and various chemicals and gases. We purchase a significant portion of our semiconductor materials, components and finished goods used in our products from a few materials providers, some of which are single source suppliers. During the fiscal year ended November 4, 2018, we purchased approximately two-thirds of the materials for our manufacturing processes from five materials providers. Substantially all of our purchases are on a purchase order basis, and we do not generally have long-term contracts with our materials providers. Suppliers may extend lead times, limit supplies or increase prices due to commodity price increases, capacity constraints or other factors, which may lead to interruption of supply or increased demand in the industry. In the event that we cannot timely obtain sufficient quantities of materials or at reasonable prices, the quality of the material deteriorates or we are not able to pass on higher materials or energy costs to our customers, our business, financial condition and results of operations could be adversely impacted.

Failure to realize the benefits expected from the CA Merger could adversely affect the value of our common stock.

The completion of the CA Merger is a key step in strategically developing our business from being predominately a semiconductor solutions provider to being a broad-based infrastructure technology provider focused on mission critical technology. As part of this development, we plan to change the CA business strategy to focus on renewing contracts for mission critical software with existing core clients, and expanding the adoption of other existing CA offerings with these clients. We believe our success with the CA business is dependent on this strategy. If CA products are not as critical to customers as we believe, or if CA customers do not accept this change in strategy, such customers may elect not to renew their subscriptions for CA products and the investments we have made or may make to implement this strategy may be of no or limited value, we may lose customers, our financial results may be adversely affected and our stock price may suffer.

Although we expect significant benefits to result from the CA Merger, there can be no assurance that we will be able to successfully realize these benefits. Achieving these benefits will depend, in part, on our ability to integrate CA's business successfully and efficiently. The challenges involved in this integration, which will be complex and time consuming, include the following:

- preserving CA's customer and other important relationships, including managing a customer base with a wider global footprint, particularly in Europe;

- managing effectively a new business that license products under contracts that need to be regularly renewed, instead of selling products, and competing in a new industry;
- our ability to enter into new, or renewing, contracts that provide for termination thereof by our customers at any time for any reason, in order to enable us to effectively recognize revenue from these contracts ratably over time;
- recognizing revenue for software and subscription offerings, the timing and standards for which differ from those of product sales;
- integrating financial forecasting and controls, procedures and reporting cycles;
- consolidating and integrating corporate, information technology, finance, HR systems and benefits, and administrative infrastructures;
- reorienting the CA sales and marketing force to align with the change in strategy and effectively position the business;
- consolidating the number of CA channel partners, including resellers and global system integrators;
- coordinating and integrating operations and managing employees in countries in which we have not previously operated extensively or at all, including a number of European and South American countries; and
- integrating employees an, maintaining employee morale and retaining key employees, particularly for those employees whose compensation structure will be materially different following the acquisition.

If we do not successfully manage these and related issues and challenges, we may not achieve the anticipated benefits of the CA Merger and our revenue, expenses, operating results, financial condition and stock price could be materially adversely affected. For example, goodwill and other intangible assets could be determined to be impaired, which could adversely impact our financial results. The successful integration of the CA business and the implementation of changes in CA's business strategy described above will require significant management attention and may divert management's attention from our business and operational issues and opportunities.

We may pursue acquisitions, investments, joint ventures and dispositions, which could adversely affect our results of operations.

Our growth strategy includes the acquisition of, and investment in, businesses that offer complementary products, services and technologies, augment our market coverage, or enhance our technological capabilities. We may also enter into strategic alliances or joint ventures to achieve these goals. We may not be able to identify suitable acquisition, investment, alliance, or joint venture opportunities, or to consummate any such transactions. In addition, our original estimates and assumptions used in assessing any transaction may be inaccurate and we may not realize the expected financial or strategic benefits of any such transaction.

Any acquisitions we may undertake involve risks and uncertainties, such as unexpected delays, challenges and related expenses, and diversion of management's attention. If we fail to complete an acquisition, our stock price could fall to the extent the price reflects an assumption that such acquisition will be completed, and we may incur significant unrecoverable costs. Further, the failure to consummate an acquisition may result in negative publicity and adversely impact our relationships with our customers, vendors and employees. We may become subject to legal proceedings relating to the acquisition and the integration of acquired businesses may not be successful. The integration of an acquired business involves significant challenges, including, among others: potential disruption of our business, diversion of management's attention from daily operations and the pursuit of other opportunities; incurring significant restructuring charges and amortization expense, assuming liabilities and ongoing lawsuits, potential impairment of acquired goodwill and other intangible assets, and increasing our expenses and working capital requirements; and implementing our management information systems, operating systems and internal controls for the acquired operations. In addition, our due diligence process may fail to identify significant issues with the acquired company's products, financial disclosures, accounting practices, legal, tax and other contingencies, compliance with local laws and regulations (and interpretations thereof) in multiple international jurisdictions,

as well as compliance with U.S. laws and regulations. These difficulties may be complicated by factors such as the size of the business or entity acquired, geographic and cultural differences, lack of experience operating in the industry or geographic markets of the acquired business, potential loss of key employees and customers, the potential for deficiencies in internal controls at the acquired or combined business, performance problems with the acquired business' technology, exposure to unanticipated liabilities of the acquired business, insufficient revenue to offset increased expenses associated with the acquisition, adverse tax consequences and our potential inability to achieve the growth prospects or synergies expected from any such acquisition.

Failure to manage and successfully integrate the acquisitions we make, or to improve margins of the acquired businesses and products, could materially harm our business, operating results and margins.

Any future acquisitions we make may require significant additional debt or equity financing, which, in the case of debt financing, would increase our leverage and potentially negatively affect our credit ratings, and in the case of equity or equity-linked financing, would be dilutive to our existing stockholders. Any downgrades in our credit ratings could adversely affect our ability to borrow by resulting in more restrictive borrowing terms or increased borrowing costs. As a result, we may be unable to complete acquisitions or other strategic transactions in the future to the same extent as in the past, or at all. These and other factors could harm our ability to achieve anticipated levels of profitability of acquired businesses or realize other anticipated benefits of an acquisition, and could adversely affect our business, financial condition and results of operations.

From time to time, we may also seek to divest or wind down portions of our business, either acquired or otherwise, or we may exit minority investments, each of which could materially affect our cash flows and results of operations. Any future dispositions we may make could involve risks and uncertainties, including our ability to sell such businesses on terms acceptable to us, or at all. In addition, any such dispositions could result in disruption to other parts of our business, potential loss of employees or customers, or exposure to unanticipated liabilities or ongoing obligations to us following any such dispositions. For example, in connection with such dispositions, we often enter into transition services agreements or other strategic relationships, including long-term research and development arrangements and sales arrangements, or agree to provide certain indemnities to the purchaser, which may result in additional expenses and may adversely affect our financial condition and results of operations. In addition, dispositions may include the transfer of technology and/or the licensing of certain IP rights to third-party purchasers, which could limit our ability to utilize such IP rights or assert these rights against such third-party purchasers or other third parties.

Failure to adjust our manufacturing and supply chain to accurately meet customers demand could adversely affect our results of operations.

We make significant decisions, including determining the levels of business that we will seek and accept, production schedules, levels of reliance on contract manufacturing and outsourcing, internal fabrication utilization and other resource requirements, based on our estimates of customer requirements. Factors that can impact our ability to accurately estimate future customer requirements include the short-term nature of many customers' commitments, our customers' ability to reschedule, cancel and modify orders with little or no notice and without significant penalty, the accuracy of our customers' forecasts and the possibility of rapid changes in demand for our customers' products, as well as seasonal or cyclical trends in their industries or the semiconductor industry.

To ensure the availability of our products, particularly for our largest customers, we typically start manufacturing our relevant products based on our customers' forecasts, which are not binding. As a result, we incur inventory and manufacturing costs in advance of anticipated sales that may never materialize or that may be substantially lower than expected. If actual demand for our products is lower than forecast, we may also experience higher inventory carrying and operating costs and product obsolescence. Because certain of our sales, research and development, and internal manufacturing overhead expenses are relatively fixed, a reduction in customer demand may also decrease our gross margin and operating income.

Conversely, customers often require rapid increases in production on short notice. We may be unable to secure sufficient materials or contract manufacturing capacity to meet such increases in demand. This could damage our customer relationships, reduce revenue growth and margins, subject us to additional liabilities, harm our reputation, and prevent us from taking advantage of opportunities.

We are subject to risks associated with our distributors, including product inventory levels and product sell-through.

We sell many of our semiconductor products through distributors who maintain their own inventory of our products for sale to dealers and end customers. Sales to distributors accounted for 31% of our net revenue in the fiscal year ended November 4, 2018. If our distributors are unable to sell an adequate amount of their inventory of our products in a given quarter or if they decide to decrease their inventories for any reason, our sales to these distributors and our revenue may decline. We also face the risk that our distributors may increase inventory levels of our products in any particular quarter in excess of future anticipated sales. If such sales do not occur in the time frame anticipated by these distributors for any reason, these distributors may substantially decrease the amount of product they order from us in subsequent periods until their inventory levels realign with end customer demand, which would harm our business and could adversely affect our revenue in such subsequent periods. We have streamlined the number of distributors we use, making us increasingly dependent on our remaining distributors, which may exacerbate the foregoing risks and increase our related credit risk.

We do not always have a direct relationship with the end customers of our products. As a result, our products may be used in applications for which they were not necessarily designed or tested, including, for example, medical devices, and they may not perform as anticipated in such applications. In such event, failure of even a small number of parts could result in significant liabilities to us, damage our reputation and harm our business and results of operations.

Our business would be adversely affected by the departure of existing members of our senior management team.

Our success depends, in large part, on the continued contributions of our senior management team, and in particular, the services of Mr. Hock E. Tan, our President and Chief Executive Officer. Effective succession planning is also important for our long-term success. Failure to ensure effective transfers of knowledge and smooth transitions involving senior management could hinder our strategic planning and execution. None of our senior management is bound by written employment contracts. In addition, we do not currently maintain key person life insurance covering our senior management. The loss of any of our senior management could harm our ability to implement our business strategy and respond to the rapidly changing market conditions in which we operate.

Our operating results are subject to substantial quarterly and annual fluctuations.

Our revenue and operating results have fluctuated in the past and are likely to fluctuate in the future. These fluctuations may occur on a quarterly and annual basis and are due to a number of factors, many of which are beyond our control. These factors include, among others:

- customer concentration and the gain or loss of significant customers;
- the timing of launches by our customers of new products, such as mobile handsets, in which our products are included and changes in end-user demand for the products manufactured and sold by our customers;
- changes in our product mix or customer mix and their effect on our gross margin;
- the shift to cloud-based IT solutions and services, such as hyperscale computing, which may adversely affect the timing and volume of sales of our products for use in traditional enterprise data centers;
- the timing of receipt, reduction or cancellation of significant product orders by customers;
- the timing of new software contracts and renewals, as well as the timing of any terminations of software contracts that require us to refund to customers any pre-paid amounts under the contract, which may adversely affect our cash flows;
- fluctuations in the levels of component inventories held by our customers;
- utilization of our internal manufacturing facilities and fluctuations in manufacturing yields;

- our ability to successfully and timely integrate, and realize the benefits of acquisitions we may make and the timing of acquisitions or dispositions of, or making and exiting investments in, other entities, businesses or technologies;
- our ability to develop, introduce and market new products and technologies on a timely basis;
- the timing and extent of our software license and subscription revenue, and other non-product revenue, such as product development revenue and royalty and other payments from IP sales and licensing arrangements;
- new product announcements and introductions by us or our competitors;
- seasonality or other fluctuations in our markets;
- IP disputes and associated litigation expense;
- timing and amount of research and development and related new product expenditures, and the timing of receipt of any research and development grant monies;
- significant warranty claims, including those not covered by our suppliers or our insurers;
- availability and cost of raw materials and components from our suppliers;
- timing of any regulatory updates, particularly with respect to trade sanctions and customs duties and tariffs, and tax reform;
- fluctuations in currency exchange and interest rates;
- changes in taxation of international businesses, which could increase our overall cash tax costs;
- changes in our tax structure or incentive arrangements, which may adversely affect our net tax expense and our cash flow in any quarter in which such an event occurs;
- loss of key personnel or the shortage of available skilled workers; and
- the effects of competitive pricing pressures, including decreases in average selling prices of our products.

The foregoing factors are often difficult to predict, and these, as well as other factors, could materially adversely affect our quarterly or annual operating results. In addition, a significant amount of our operating expenses are relatively fixed in nature due to our significant sales, research and development, and internal manufacturing overhead costs. Any failure to adjust spending quickly enough to compensate for a revenue shortfall could magnify the adverse impact of such revenue shortfall on our results of operations. As a result, we believe that quarter-to-quarter comparisons of our revenue and operating results may not be meaningful or a reliable indicator of our future performance. If our operating results in one or more future quarters fail to meet the expectations of securities analysts or investors, a significant decline in the trading price of our common stock may occur, which may happen immediately or over time.

If we are unable to attract and retain qualified personnel, especially engineering and technical personnel, we may not be able to execute our business strategy effectively.

Our future success depends on our ability to retain, attract and motivate qualified personnel. We also seek to acquire talented engineering and technical personnel, as well as effective sales professionals, through acquisitions we may make from time to time or otherwise. We have historically encountered some difficulties in hiring and retaining qualified engineers, particularly in Silicon Valley and Southeast Asia where qualified engineers are in high demand. In addition, our employees, including employees whom we have retained as a result of an acquisition, may decide not to continue working for us and may leave with little or no notice. As the source of our technological and product innovations, our engineering and technical personnel are a significant asset. We are making a multi-year equity award to most of our employees, including CA employees, many of whom were not eligible to receive equity awards prior to the CA Merger. Each award will vest on the same basis as four annual equity grants, beginning in 2019. While we believe these awards provide a powerful long-term retention incentive to employees, we may be incorrect in this assumption, particularly if there is a material and persistent decline in the price of our stock. Any inability to retain, attract or motivate such personnel could have a material adverse effect on our business, financial condition and results of operations.

Adverse global economic conditions could have a negative effect on our business, results of operations and financial condition and liquidity.

A general slowdown in the global economy or in a particular region or industry or a tightening of the credit markets could negatively impact our business, financial condition and liquidity. Adverse global economic conditions have from time to time caused or exacerbated significant slowdowns in the industries and markets in which we operate, which have adversely affected our business and results of operations. In recent periods, investor and customer concerns about the global economic outlook have adversely affected market and business conditions in general. Macroeconomic weakness and uncertainty also make it more difficult for us to accurately forecast revenue, gross margin and expenses, and may make it more difficult to raise or refinance debt. Sustained uncertainty about, or worsening of, current global economic conditions could cause our customers and consumers to reduce, delay or forgo technology spending, could lead to the insolvency or consolidation of key suppliers and customers, and could intensify pricing pressures. Any or all of these factors could negatively affect demand for our products and our business, financial condition and results of operations.

We operate in the highly cyclical semiconductor industry, which is subject to significant downturns.

The semiconductor industry is highly cyclical and is characterized by constant and rapid technological change and price erosion, evolving technical standards, frequent new product introductions, short product life cycles (for semiconductors and for many of the end products in which they are used) and wide fluctuations in product supply and demand. From time to time, these factors, together with changes in general economic conditions, cause significant upturns and downturns in the industry in general, and in our business in particular. Periods of industry downturns have been characterized by diminished demand for end-user products, high inventory levels and periods of inventory adjustment, under-utilization of manufacturing capacity, changes in revenue mix and accelerated erosion of average selling prices. We expect our business to continue to be subject to cyclical downturns even when overall economic conditions are relatively stable. If we cannot offset industry or market downturns, our net revenue may decline and our financial condition and results of operations may suffer.

Winning business in the semiconductor solutions industry is subject to a lengthy process that often requires us to incur significant expense, from which we may ultimately generate no revenue.

Our semiconductor business is dependent on us winning competitive bid selection processes, known as “design wins”. These selection processes are typically lengthy and can require us to dedicate significant development expenditures and scarce engineering resources in pursuit of a single customer opportunity. Failure to obtain a particular design win may prevent us from obtaining design wins in subsequent generations of a particular product. This can result in lost revenue and can weaken our position in future competitive bid selection processes.

Winning a product design does not guarantee sales to a customer or that we will realize as much revenue as anticipated, if any. A delay or cancellation of a customer’s plans could materially and adversely affect our financial results, as we incur significant expense in the design process and may generate little or no revenue from it. In addition, the timing of design wins is unpredictable and implementing production for a major design win, or multiple design wins occurring at the same time, may strain our resources and those of our contract manufacturers. In such event, we may be forced to dedicate significant additional resources and incur additional, unanticipated costs and expenses. Often customers will only purchase limited numbers of evaluation units from us until they qualify the products and/or the manufacturing line for those products. The qualification process can take significant time and resources and we may not always be able to satisfy customers’ qualification requirements. Delays in qualification or failure to qualify our products may cause a customer to discontinue use of our products and result in a significant loss of revenue. Finally, customers could choose at any time to stop using our products or could fail to successfully market and sell their products, which could reduce demand for our products, and cause us to hold excess inventory, materially adversely affecting our business, financial condition and results of operations. These risks are exacerbated by the fact that many of our products, and the end products into which our products are incorporated, often have very short life cycles.

Competition in our industries could prevent us from growing our revenue.

The industries in which we operate are highly competitive and characterized by rapid technological changes, evolving industry standards, changes in customer requirements, often aggressive pricing practices and, in some cases, new delivery methods. We expect competition in these industries to continue to increase as existing competitors improve or expand their product offerings or as new competitors enter our markets.

In addition, the competitive landscape is changing in these industries as a result of a trend toward consolidation. Some of our direct competitors have merged with or been acquired by other competitors. We expect this consolidation trend to continue, which may result in the combined competitors having greater manufacturing, distribution, financial, research and development or marketing resources than us. In addition, some of our competitors may also have a greater presence in key markets, a larger customer base or more comprehensive IP portfolio and patent protection than us.

We compete with integrated device manufacturers and fabless semiconductor companies, as well as the internal resources of large, integrated OEMs. Because our products are often building block semiconductors, providing functions that in some cases can be integrated into more complex integrated circuits, or ICs, we also face competition from manufacturers of ICs, as well as customers that may develop their own IC products. Our competitors in these markets range from large, international companies offering a wide range of semiconductor products and devices to smaller companies specializing in niche markets and new technologies.

Our competitors also include large vendors of hardware and operating system software and cloud service providers. Some of our competitors have longer operating histories, greater name recognition, a larger installed base of customers in any particular market, larger technical staffs, more established relationships with hardware vendors, or greater financial, technical and marketing resources than us. We also face competition from numerous start-ups and smaller companies that specialize in specific aspects of the highly fragmented software industry, open source authors who may provide software and intellectual property for free, competitors who may offer their products through try-and-buy or freemium models, and customers who may develop competing products.

The actions of our competitors, in the areas of pricing and product bundling in particular, could have a substantial adverse impact on us. If we are unable to compete successfully, we may lose market share for our products or incur significant reduction in our gross margins, either of which could have a material adverse effect on our business and results of operations.

A prolonged disruption of our manufacturing facilities, research and development facilities or other significant operations, or those of our suppliers, could have a material adverse effect on our business, financial condition and results of operations.

Although we operate a primarily outsourced manufacturing business model, we also rely on our own manufacturing facilities, in particular in Fort Collins, Colorado, Singapore, and Breinigsville, Pennsylvania. We use these internal fabrication facilities for products utilizing our innovative and proprietary processes, in order to protect our IP, to accelerate time to market of our products and to ensure supply of certain components. Our Fort Collins and Breinigsville facilities are the sole sources for the film bulk acoustic resonator components used in many of our wireless devices and for the indium phosphide-based wafers used in our fibre optics products, respectively. Many of our facilities, and those of our contract manufacturers and suppliers, are located in California and the Pacific Rim region, which has above average seismic activity and severe weather activity. In addition, our research and development personnel are primarily concentrated in China, Czech Republic, India, Israel, Malaysia, Singapore, South Korea, Taiwan, Colorado, California and Pennsylvania, with the expertise of the personnel at each such location tending to be focused on one or two specific areas.

A prolonged disruption at one or more of our manufacturing facilities for any reason, especially our Colorado, Singapore and Pennsylvania facilities, or those of our contract manufacturers or suppliers, due to natural- or man-made disasters or other events outside of our control, such as equipment malfunction or widespread outbreaks of acute illness at one or more of these facilities, would limit our capacity to meet customer demands and delay new product development until a replacement facility and equipment, if necessary, were found. Any such event would likely disrupt our operations, delay production, shipments and revenue, result in us being unable to timely satisfy customer demand, expose us to claims by our customers resulting in significant expense to repair or replace our affected facilities, and, in some instances, could significantly

curtail our research and development efforts in a particular product area or target market. As a result, we could forgo revenue opportunities, potentially lose market share, damage our customer relationships and be subject to litigation and additional liabilities, all of which could materially and adversely affect our business. Although we purchase insurance to mitigate certain losses, such insurance often carries a high deductible amount and any uninsured losses could negatively affect our operating results. In addition, even if we were able to promptly resume production of our affected products, if our customers cannot timely resume their own manufacturing following such an event, they may cancel or scale back their orders from us and this may in turn adversely affect our results of operations. Such events could also result in increased fixed costs relative to the revenue we generate and adversely affect our results of operations.

We may be unable to maintain appropriate manufacturing capacity at our own manufacturing facilities, which could adversely affect our relationships with our customers, and our business, financial condition and results of operations.

We must maintain appropriate capacity at our own manufacturing facilities to meet anticipated customer demand for our proprietary products. From time to time, this requires us to invest in expansion or improvements of those facilities, which often involves substantial cost and other risks, such as delays in completion. Such expanded manufacturing capacity may still be insufficient, or may not come online soon enough, to meet customer demand and we may have to put customers on product allocation, forgo sales or lose customers as a result. Conversely, if we overestimate customer demand, we would experience excess capacity and fixed costs at these facilities, all of which could adversely affect our results of operations.

Any failure of our IT systems or one or more of our corporate infrastructure vendors to provide necessary services could have a material adverse effect on our business.

We depend on various IT systems, including networks, applications, internal IT systems and personnel, and outsourced services for, among other things, financial reporting and product orders and shipments. We rely on third-party vendors to provide critical corporate infrastructure services on a timely and effective basis and to adequately address cybersecurity threats to their own systems. Services provided by these third parties include certain services related to shipping, human resources, benefit plan administration, IT network development and network monitoring. While we may be entitled to damages if our vendors fail to perform under their agreements with us, we may be unable to collect on any award of damages and any award may be insufficient to cover the actual costs we may incur as a result of a vendor's failure to perform under its agreement with us. Upon expiration or termination of any of our third-party vendor agreements we may not be able to timely replace the vendor on terms and conditions, including service levels and costs, which are favorable to us. In addition, a transition from one vendor to another vendor could subject us to operational delays and inefficiencies until the transition is complete.

Any failure of these internal or third-party systems and services to operate effectively could disrupt our operations and could have a material adverse effect on our business, financial condition and results of operations by harming our ability to accurately forecast sales demand, manage our supply chain and production facilities, fulfill customer orders, and report financial and other information on a timely and accurate basis.

Our gross margin is dependent on a number of factors, including our product mix, price erosion, acquisitions we may make, level of capacity utilization and commodity prices.

Our gross margin is highly dependent on product mix, which is susceptible to seasonal and other fluctuations in our markets. A shift in sales mix away from our higher margin products, as well as the timing and amount of our software licensing, non-product and IP-related revenue, could adversely affect our future gross margin percentages. Although our non-product revenue is generally high margin, it fluctuates significantly from quarter to quarter. In addition, increased competition and the existence of product alternatives, more complex engineering requirements, lower demand or reductions in our technological lead, compared to our competitors, and other factors may lead to further price erosion, lower revenue and lower margin for us in the future.

Our gross margin may also be adversely affected by expenses related to the acquisitions of businesses, such as amortization of intangible assets and restructuring and impairment charges. Furthermore, businesses or companies that we acquire may have different gross margin profiles than us and could, therefore, also affect our overall gross margin.

In addition, semiconductor manufacturing requires significant capital investment, leading to high fixed costs, including depreciation expense. If we are unable to utilize our owned manufacturing facilities at a high level, the fixed costs associated with these facilities, such as depreciation expense, will not be fully absorbed, resulting in higher average unit costs and a lower gross margin. Furthermore, fluctuations in commodity prices, either directly in the price of the raw materials we buy, or as a result of price increases passed on to us by our suppliers, could negatively impact our margins. We do not hedge our exposure to commodity prices, some of which (including gold and fuel prices) are very volatile, and sudden or prolonged increases in commodities prices may adversely affect our gross margin.

We may be involved in legal proceedings, including IP, anti-competition and securities litigation, employee-related claims and governmental investigations, which could, among other things, divert efforts of management and result in significant expense and loss of our IP rights.

We are often involved in legal proceedings, including cases involving our IP rights and those of others, anti-competition and commercial matters, acquisition-related suits, securities class action suits, employee-related claims and other actions. Some of these actions may seek injunctive relief, including injunctions or exclusion orders against the sale of our products and substantial monetary damages, which if granted or awarded could materially harm our business, financial condition and results of operations. From time to time, we may also be involved or required to participate in governmental investigations or inquiries, such as the recent inquiries by the U.S. Federal Trade Commission and the European Commission into certain of our business practices. Litigation or settlement of such actions, regardless of their merit, or involvement in governmental investigations, can be complex, can extend for a protracted period of time, can divert the efforts and attention of our management and technical personnel, and is frequently costly, with the related expenditures unpredictable. An unfavorable resolution of a governmental investigation may include, among others, fines or other orders to disgorge profits or make other payments, and/or the issuance of orders to cease certain conduct and/or modify our business practices, any or all of which could materially adversely affect our reputation and our business, financial condition and results of operations.

The semiconductor and software industries are characterized by companies holding large numbers of patents, copyrights, trademarks and trade secrets and by the vigorous pursuit, protection and enforcement of IP rights, including actions by patent-holding companies that do not make or sell products. From time to time, third parties assert against us and our customers and distributors their patent, copyright, trademark, trade secret and other IP rights to technologies that are important to our business.

Many of our customer agreements, and in some cases our asset sale agreements, require us to indemnify our customers or purchasers for third-party IP infringement claims, including costs to defend those claims, and payment of damages in the case of adverse rulings. Claims of this sort could also harm our relationships with our customers and might deter future customers from doing business with us. We do not know whether we will prevail in such proceedings, given the complex technical issues and inherent uncertainties in IP litigation. If any pending or future proceedings result in an adverse outcome, we could be required to:

- cease the manufacture, use or sale of the infringing products, processes or technology and/or make changes to our processes or products;
- pay substantial damages for past, present and future use of the infringing technology;
- expend significant resources to develop non-infringing technology;
- license technology from the third-party claiming infringement, which license may not be available on commercially reasonable terms, or at all;
- enter into cross-licenses with our competitors, which could weaken our overall IP portfolio and our ability to compete in particular product categories;
- indemnify our customers or distributors and/or recall, or accept the return of, infringing products;

- pay substantial damages to our direct or end customers to discontinue use or replace infringing technology with non-infringing technology; or
- relinquish IP rights associated with one or more of our patent claims, if such claims are held invalid or otherwise unenforceable.

Any of the foregoing results could have a material adverse effect on our business, financial condition and results of operations.

In addition, we may be obligated to indemnify our current or former directors or employees, or former directors or employees of companies that we have acquired, in connection with litigation or regulatory investigations. These liabilities could be substantial and may include, among other things, the cost of defending lawsuits against these individuals, as well as stockholder derivative suits; the cost of government, law enforcement or regulatory investigations; civil or criminal fines and penalties; legal and other expenses; and expenses associated with the remedial measure, if any, which may be imposed.

We utilize a significant amount of IP in our business. If we are unable or fail to protect our IP, our business could be adversely affected.

Our success depends in part upon protecting our IP. To accomplish this, we rely on a combination of IP rights, including patents, copyrights, trademarks and trade secrets, as well as customary contractual protections with our customers, suppliers, employees and consultants. We may be required to spend significant resources to monitor and protect our IP rights, including the usage rates of the software seat licenses and subscriptions that we sell, and even with significant expenditures we may not be able to protect the IP rights that are valuable to our business. We are unable to predict or assure that:

- the IP rights that we presently employ in our business will not lapse or be invalidated, circumvented, challenged, or, in the case of third-party IP rights licensed to us, be licensed to others;
- our IP rights will provide competitive advantages to us;
- rights previously granted by third parties to IP licensed or assigned to us, including portfolio cross-licenses, will not hamper our ability to assert our IP rights against potential competitors or hinder the settlement of currently pending or future disputes;
- any of our pending or future patent, trademark or copyright applications will be issued or have the coverage originally sought;
- our IP rights will be enforced in certain jurisdictions where competition may be intense or where legal protection may be weak; or
- we have sufficient IP rights to protect our products or our business.

In addition, our competitors or others may develop products or technologies that are similar or superior to our products or technologies, duplicate our products or technologies or design around our protected technologies. Effective patent, trademark, copyright and trade secret protection may be unavailable or more limited in other jurisdictions, relative to those protections available in the United States, and may not be applied for or may be abandoned in one or more relevant jurisdictions. We may elect to abandon or divest patents or otherwise not pursue prosecution of certain pending patent applications, due to strategic concerns or other factors. In addition, when patents expire, we lose the protection and competitive advantages they provided to us.

We also generate some of our revenue from licensing royalty payments and from technology claim settlements relating to certain of our IP. Licensing of our IP rights, particularly exclusive licenses, may limit our ability to assert those IP rights against third parties, including the licensee of those rights. In addition, we may acquire companies with IP that is subject to licensing obligations to other third parties. These licensing obligations may extend to our own IP following any such acquisition and may limit our ability to assert our IP rights. From time to time, we pursue litigation to assert our IP rights, including, in some cases, against third parties with whom we have ongoing relationships, such as customers and suppliers. Claims of this sort could also harm our relationships with our customers and might deter future customers from doing business with us. Conversely, third

parties may pursue IP litigation against us, including as a result of our IP licensing business. An adverse decision in such types of legal action could limit our ability to assert our IP rights and limit the value of our technology, including the loss of opportunities to sell or license our technology to others or to collect royalty payments based upon successful protection and assertion of our IP against others. In addition, such legal actions or adverse decisions could otherwise negatively impact our business, financial condition and results of operations.

From time to time, we may need to obtain additional IP licenses or renew existing license agreements. We are unable to predict whether these license agreements can be obtained or renewed on acceptable terms or at all.

If our software products do not remain compatible with ever-changing operating environments, platforms, or third-party products, demand for our products and services could decrease, which could materially adversely affect our business.

The largest suppliers of systems and computing software are, in most cases, the manufacturers of the computer hardware systems used by most of our customers, particularly in the mainframe space. These companies periodically modify or introduce new operating systems, systems software and computer hardware, which could require substantial modification of our products to maintain compatibility with these companies' hardware or software. There can be no assurance that we will be able to adapt our products in response to these developments.

Further, our software solutions interact with a variety of software and hardware developed by third parties. If we lose access to third-party code and specifications for the development of code, this could negatively impact our ability to develop compatible software. In addition, if software providers and hardware manufacturers, including some of our largest vendors, adopt new policies restricting the use or availability of their code or technical documentation for their operating systems, applications, or hardware, or otherwise impose unfavorable terms and conditions for such access, this could result in higher research and development costs for the enhancement and modification of our existing products or development of new products. Any additional restrictions could materially adversely affect our business, financial condition and operating results and cash flow.

Failure to enter into software license agreements on a satisfactory basis could materially adversely affect our business.

Many of our existing customers have multi-year enterprise license agreements, some of which involve substantial aggregate fee amounts. These customers have no contractual obligation to purchase additional solutions. Customer renewal rates may decline or fluctuate as a result of a number of factors, including the level of customer satisfaction with our solutions or customer support, customer budgets and the pricing of our solutions as compared with the solutions offered by our competitors, any of which may cause our revenue to grow more slowly than expected, if at all. The failure to renew customer agreements of similar scope, on terms that are commercially attractive to us, could materially adversely affect our business, financial condition and operating results and cash flow.

Our sales to government clients subject us to uncertainties regarding fiscal funding approvals, renegotiations or terminations at the discretion of the government, as well as audits and investigations, which could result in litigation, penalties and sanctions including early termination, suspension and debarment.

Our multi-year contracts signed with the U.S. federal government and other U.S. state and local government agencies are generally subject to annual fiscal funding approval and may be renegotiated or terminated at the discretion of the government. Termination, renegotiation or the lack of funding approval for a contract could adversely affect our sales, revenue and reputation. Additionally, our government contracts are generally subject to certain requirements, some of which are generally not present in commercial contracts and/or may be complex, as well as to audits and investigations. Failure to meet contractual requirements could result in various civil and criminal actions and penalties, and administrative sanctions, including termination of contracts, refund of a portion of fees received, forfeiture of profits, suspension of payments, fines and suspensions or debarment from doing business with the government and could materially adversely affect our business, financial condition, operating results and cash flow.

Certain software that we use in our products is licensed from third parties and may not be available to us in the future, which may delay product development and production or cause us to incur additional expense.

Some of our solutions contain software licensed from third parties, some of which may not be available to us in the future on terms that are acceptable to us or allow our products to remain competitive. The loss of these licenses or the inability to maintain any of them on commercially acceptable terms could delay development of future products or the enhancement of existing products.

Certain software we use is from open source code sources, which, under certain circumstances could materially adversely affect our business, financial condition, operating results and cash flow.

Some of our products contain software from open source code sources, the use of which may subject us to certain conditions, including the obligation to offer such products for no cost or to make the proprietary source code of those products publicly available. Further, although some open source vendors provide warranty and support agreements, it is common for such software to be available “as-is” with no warranty, indemnity or support. Although we monitor our use of such open source code to avoid subjecting our products to unintended conditions, such use, under certain circumstances, could materially adversely affect our business, financial condition and operating results and cash flow, including if we are required to take remedial action that may divert resources away from our development efforts.

We are subject to warranty claims, product recalls and product liability.

From time to time, we may be subject to warranty or product liability claims that may in the future lead to significant expense. Our customer contracts typically contain warranty and indemnification provisions, and in certain cases may also contain liquidated damages provisions, relating to product quality issues. The potential liabilities associated with such provisions are significant, and in some cases, including in agreements with some of our largest customers, are potentially unlimited. Any such liabilities may greatly exceed any revenue we receive from the relevant products. Costs, payments or damages incurred or paid by us in connection with warranty and product liability claims and product recalls could materially adversely affect our financial condition and results of operations. We may also be exposed to such claims as a result of any acquisition we may undertake in the future.

Product liability insurance is subject to significant deductibles and there is no guarantee that such insurance will be available or adequate to protect against all such claims, or we may elect to self-insure with respect to certain matters. For example, it is possible for one of our customers to recall a product containing one of our semiconductor devices. In such an event, we may incur significant costs and expenses, including among others, replacement costs, contract damage claims from our customers and reputational harm. Although we maintain reserves for reasonably estimable liabilities and purchase product liability insurance, our reserves may be inadequate to cover the uninsured portion of such claims. Conversely, in some cases, amounts we reserve may ultimately exceed our actual liability for particular claims and may need to be reversed.

The complexity of our products could result in unforeseen delays or expense or undetected defects or bugs, which could adversely affect the market acceptance of new products, damage our reputation with current or prospective customers, and materially and adversely affect our operating costs.

Highly complex products, such as those we offer, may contain defects and bugs when they are first introduced or as new versions, software documentation or enhancements are released, or their release may be delayed due to unforeseen difficulties during product development. If any of our products, including the products of companies we have acquired, or third-party components used in our products, contain defects or bugs, or have reliability, quality or compatibility problems, we may not be able to successfully design workarounds. Furthermore, if any of these problems are not discovered until after we have commenced commercial production of or deployed a new product, we may be required to incur additional development costs and product recall, repair or replacement costs. Significant technical challenges also arise with our software products because our customers license and deploy our products across a variety of computer platforms and integrate them with a number of third party software applications and databases. As a result, if there is system-wide failure, it may be difficult to determine which product is at fault and we could ultimately be harmed by the failure of another supplier’s product. Consequently, our reputation may be damaged and customers may be reluctant to buy our products, which could materially

and adversely affect our ability to retain existing customers and attract new customers. To resolve these problems, we may have to invest significant capital and other resources. These problems may also result in claims against us by our customers or others. For example, if a delay in the manufacture and delivery of our products causes the delay of a customer's end-product delivery, we may be required, under the terms of our agreement with that customer, to compensate the customer for the adverse effects of such delays. In addition, these problems may divert our technical and other resources from other development efforts, and we would likely lose, or experience a delay in, market acceptance of the affected product or products. As a result, our financial results could be materially adversely affected.

We make substantial investments in research and development to enhance existing and develop new technologies to keep pace with technological advances and to remain competitive in our business, and unsuccessful investments could materially adversely affect our business, financial condition and results of operations.

The industries in which we compete are characterized by rapid technological change, changes in customer requirements, frequent new product introductions and enhancements, short product cycles and evolving industry standards, new delivery methods and require substantial investment in our research and development in order to develop and bring to market new and enhanced technologies and products. In addition, semiconductor products transition over time to increasingly smaller line width geometries. This requires us to adapt our products and manufacturing processes to these new technologies, which requires expertise in new procedures. Our failure to successfully transition to smaller geometry process technologies could impair our competitive position. In order to remain competitive, we have made, and expect to continue to make, significant investments in research and development. We expect the dollar amount of research and development expenses to increase for the foreseeable future, due to the increasing complexity and number of products we plan to develop. If we fail to develop new and enhanced products and technologies, if we focus on technologies that do not become widely adopted, or if new competitive technologies that we do not support, become widely accepted, demand for our products may be reduced. Significant investments in unsuccessful research and development efforts could materially adversely affect our business, financial condition and results of operations. In addition, increased investments in research and development could cause our cost structure to fall out of alignment with demand for our products, which would have a negative impact on our financial results.

Our business, financial condition and results of operations could be adversely affected by the political and economic conditions of the countries in which we conduct business and other factors related to our international operations.

A majority of our products are produced and sourced internationally and our international revenue represents a significant percentage of our overall revenue. In addition, as of November 4, 2018, approximately 46% of our employees are located outside the U.S. Multiple factors relating to our international operations and to particular countries in which we operate could have a material adverse effect on our business, financial condition and results of operations. These factors include:

- changes in political, regulatory, legal or economic conditions or geopolitical turmoil, including terrorism, war or political or military coups, or civil disturbances or political instability;
- restrictive governmental actions, such as restrictions on the transfer or repatriation of funds and foreign investments, data privacy regulations and trade protection measures, including increasing protectionism, import/export restrictions, import/export duties and quotas, trade sanctions and customs duties and tariffs, all of which have increased under the current U.S. administration;
- uncertainty regarding social, political and trade policies in the United States and abroad;
- disruptions of capital and trading markets and currency fluctuations, which may result in our products becoming too expensive for foreign customers or foreign-sourced materials and services becoming more expensive for us;
- difficulty in obtaining product distribution and support, and transportation delays;
- potential inability to localize software products for a significant number of international markets;

- difficulty in conducting due diligence with respect to business partners in certain international markets;
- public health or safety concerns;
- nationalization of businesses and expropriation of assets; and
- changes in tax laws.

A significant legal risk associated with conducting business internationally is compliance with the various and differing laws and regulations, including anti-corruption and anti-bribery laws and regulations, of the countries in which we do business, antitrust and competition laws, data privacy laws, money-laundering regulations and export regulations. In addition, the laws in various countries are constantly evolving and may, in some cases, conflict with each other. Although our Code of Ethics and Business Conduct and other policies prohibit us, our employees and our agents from engaging in unethical business practices, there can be no assurance that all of our employees or agents will refrain from acting in violation of our related anti-corruption policies and procedures. Any such violation could have a material adverse effect on our business.

Our business is subject to various governmental regulations, and compliance with these regulations may cause us to incur significant expense. If we fail to maintain compliance with applicable regulations, we may be forced to cease the manufacture and distribution of certain products, and we could be subject to civil or criminal penalties.

Our business is subject to various international laws and other legal requirements, including packaging, product content, labor and import/export regulations, such as the U.S. Export Administration Regulations, and many of our semiconductor products are regulated or sold into regulated industries. These laws and regulations are complex, change frequently, have generally become more stringent over time and may intensify under the current U.S. administration. We may be required to incur significant expense to comply with, or to remedy violations of, these regulations. In addition, if our customers fail to comply with these regulations, we may be required to suspend sales to these customers, which could negatively impact our results of operations.

In addition, the manufacture and distribution of our semiconductors must comply with various laws and adapt to changes in regulatory requirements as they occur. For example, if a country in which our products are manufactured or sold sets technical standards that are not widely shared, it may require us to stop distributing our products commercially until they comply with such new standards, lead certain of our customers to suspend imports of their products into that country, require manufacturers in that country to manufacture products with different technical standards and disrupt cross-border manufacturing relationships, any of which could have a material adverse effect on our business, financial condition and results of operations. If we fail to comply with these requirements, we could also be required to pay civil penalties or face criminal prosecution. In addition, it is expected that the current U.S. administration's trade policy will promote U.S. manufacturing and manufacturers. It is unclear what effect this will have on us as a multinational company that conducts business world-wide, or on our suppliers, customers, contract manufacturers and OEMs.

Our products and operations are also subject to the rules of industrial standards bodies, like the International Standards Organization, as well as regulation by other agencies, such as the U.S. Federal Communications Commission. If we fail to adequately address any of these rules or regulations, our business could be harmed.

Data privacy regulations are expanding and compliance with, and any violations of, these regulations may cause us to incur significant expenses.

Privacy legislation, enforcement and policy activity in this area are expanding rapidly in many jurisdictions and creating a complex regulatory compliance environment. The cost of complying with and implementing these privacy-related and data protection measures could be significant. In addition, even our inadvertent failure to comply with federal, state or international privacy-related or data protection laws and regulations could result in proceedings against us by governmental entities or others, and substantial fines and damages. The theft, loss or misuse of personal data collected, used, stored or transferred by us to run our business could result in significantly increased business and security costs or costs related to defending legal claims.

We are subject to environmental, health and safety laws, which could increase our costs, restrict our operations and require expenditures that could have a material adverse effect on our results of operations and financial condition.

We are subject to a variety of international laws and regulations relating to the use, disposal, clean-up of and human exposure to, hazardous materials. Compliance with environmental, health and safety requirements could, among other things, require us to modify our manufacturing processes, restrict our ability to expand our facilities, or require us to acquire pollution control equipment, all of which can be very costly. Any failure by us to comply with such requirements could result in the limitation or suspension of the manufacture of our products, and could result in litigation against us and the payment of significant fines and damages by us in the event of a significant adverse judgment. In addition, complying with any cleanup or remediation obligations for which we are or become responsible could be costly and have a material adverse effect on our business, financial condition and results of operations.

Changing requirements relating to the materials composition of our semiconductor products, including the restrictions on lead and certain other substances in electronics that apply to specified electronics products sold in various countries, including the United States, China, Japan, and in the European Union, increase the complexity and costs of our product design and procurement operations and may require us to re-engineer our products. Such re-engineering may result in excess inventory or other additional costs and could have a material adverse effect on our results of operations. We may also experience claims from employees from time to time with regard to exposure to hazardous materials or other workplace related environmental claims.

Social and environmental responsibility regulations, policies and provisions, as well as customer demand, may make our supply chain more complex and may adversely affect our relationships with customers.

There is an increasing focus on corporate social and environmental responsibility in the semiconductor industry, particularly with OEMs that manufacture consumer electronics. A number of our customers have adopted, or may adopt, procurement policies that include social and environmental responsibility provisions that their suppliers should comply with, or they may seek to include such provisions in their procurement terms and conditions. An increasing number of participants in the semiconductor industry are also joining voluntary social responsibility initiatives such as the U.N. Global Compact, a voluntary initiative for businesses to develop, implement and disclose sustainability policies and practices. These social and environmental responsibility provisions and initiatives are subject to change, can be unpredictable, and may be difficult and expensive for us to comply with, given the complexity of our supply chain and our significant outsourced manufacturing. If we are unable to comply, or are unable to cause our suppliers or contract manufacturers to comply, with such policies or provisions, a customer may stop purchasing products from us, and may take legal action against us, which could harm our reputation, revenue and results of operations.

In addition, as part of their corporate social and environmental responsibility programs, an increasing number of OEMs are seeking to source products that do not contain minerals sourced from areas where proceeds from the sale of such minerals are likely to be used to fund armed conflicts, such as in the Democratic Republic of Congo. This could adversely affect the sourcing, availability and pricing of minerals used in the manufacture of semiconductor devices, including our products. Since our supply chain is complex, we are not currently able to definitively ascertain the origins of all of the minerals and metals used in our products. As a result, we may face difficulties in satisfying these customers' demands, which may harm our sales and operating results.

The average selling prices of semiconductor products in our markets have often decreased rapidly and may do so in the future, which could harm our revenue and gross profit.

The semiconductor products we develop and sell are used for high volume applications. As a result, the prices of those products have often decreased rapidly. Gross profit on our products may be negatively affected by, among other things, pricing pressures from our customers. In the past, we have reduced the average selling prices of our products in anticipation of future competitive pricing pressures, new product introductions by us or our competitors and other factors. In addition, some of our customer agreements provide for volume-based pricing and product pricing roadmaps, which can also reduce the average selling prices of our products over time. Our margins and financial results will suffer if we are unable to offset any reductions in our average selling prices by increasing our sales volumes, reducing manufacturing costs, or developing new and higher value-added products on a timely basis.

A breach of our security systems may have a material adverse effect on our business.

Our security systems are designed to maintain the physical security of our facilities and protect our customers', suppliers' and employees' confidential information, as well as our own proprietary information. However, we are also dependent on a number of third-party cloud-based and other service providers of critical corporate infrastructure services relating to, among other things, human resources, electronic communication services and certain finance functions, and we are, out of necessity, dependent on the security systems of these providers.

Accidental or willful security breaches or other unauthorized access by third parties or our employees or contractors of our facilities, our information systems or the systems of our cloud-based or other service providers, or the existence of computer viruses or malware in our or their data or software could expose us to a risk of information loss and misappropriation of proprietary and confidential information, including information relating to our products or customers and the personal information of our employees. In addition, we have, from time to time, also been subject to unauthorized network intrusions and malware on our own IT networks. Although we continually seek to improve our countermeasures to prevent such incidents, we may be unable to anticipate every scenario and it is possible that certain cyber threats or vulnerabilities will be undetected or unmitigated in time to prevent an attack on us and our customers.

Certain of our software products are intended to manage and secure IT infrastructures and environments, and as a result, we expect these products to be ongoing targets of cybersecurity attacks. Open source code or other third-party software used in our infrastructure and products could also be targeted. Additionally, we use third-party data centers, including for part of our SaaS business, that may also be subject to hacking incidents. Although we continually seek to improve our countermeasures to prevent such incidents, we may be unable to anticipate every scenario and it is possible that certain cyber threats or vulnerabilities will be undetected or unmitigated in time to prevent an attack on us and our customers. Cybersecurity attacks could require significant expenditures of our capital and diversion of our resources. Additionally, efforts by hackers or others could cause interruptions, delays or cessation of our product licensing, or modification of our software, which could cause us to lose existing or potential customers. A successful cybersecurity attack involving our products and IT infrastructure could also negatively impact the market perception of their effectiveness.

Any theft or misuse of confidential, personally identifiable or proprietary information could disrupt our business and result in, among other things, unfavorable publicity, damage to our reputation, loss of our trade secrets and other competitive information, difficulty in marketing our products, allegations by our customers that we have not performed our contractual obligations, litigation by affected parties and possible financial obligations for liabilities and damages related to the theft or misuse of such information, as well as fines and other sanctions resulting from any related breaches of data privacy regulations, any of which could have a material adverse effect on our business, profitability and financial condition. Since the techniques used to obtain unauthorized access to systems or to otherwise sabotage them, change frequently and are often not recognized until launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures.

We are required to assess our internal control over financial reporting on an annual basis and any adverse findings from such assessment could result in a loss of investor confidence in our financial reports, significant expense to remediate any internal control deficiencies and ultimately have an adverse effect on our stock price.

We are required to assess the effectiveness of our internal control over financial reporting annually, as required by Section 404 of the Sarbanes-Oxley Act. Even though, as of November 4, 2018, we concluded that our internal control over financial reporting was effective, we need to maintain our processes and systems and adapt them as our business grows and changes, including to reflect our integration of CA, as well as any future acquisitions we may undertake. This continuous process of maintaining and adapting our internal controls and complying with Section 404 is expensive, time consuming and requires significant management attention. We cannot be certain that our internal control measures will continue to provide adequate control over our financial processes and reporting and ensure compliance with Section 404. Furthermore, as we

grow our business or acquire other businesses, our internal controls may become more complex and we may require significantly more resources to ensure they remain effective. Failure to implement required new or improved controls, or difficulties encountered in the implementation of such controls, either in our existing business or in businesses that we acquire, could harm our operating results or cause us to fail to meet our reporting obligations. If we or our independent registered public accounting firm identify material weaknesses in our internal controls, the disclosure of that fact, even if quickly remedied, may cause investors to lose confidence in our financial statements and the trading price of our common stock may decline.

Remediation of a material weakness could require us to incur significant expenses and if we fail to remedy any material weakness, our financial statements may be inaccurate, we may be required to restate our financial statements, our ability to report our financial results on a timely and accurate basis may be adversely affected, our access to the capital markets may be restricted, the trading price of our common stock may decline, and we may be subject to sanctions or investigation by regulatory authorities, including the SEC or The Nasdaq Global Select Market.

Fluctuations in foreign exchange rates could result in losses.

We operate global businesses and our consolidated financial results are reported in U.S. dollars. However, some of the revenue and expenses of our foreign subsidiaries are denominated in local currencies. Fluctuations in foreign exchange rates against the U.S. dollar could result in substantial changes in reported revenues and operating results due to the foreign exchange impact of translating these transactions into U.S. dollars.

In the normal course of business, we employ various hedging strategies to partially mitigate these risks, including the use of derivative instruments. These strategies may not be effective in protecting us against the effects of fluctuations in foreign exchange rates. As a result, fluctuations in foreign exchange rates could result in financial losses.

The enactment of legislation implementing changes in taxation of international business activities, the adoption of other corporate tax reform policies, or changes in tax legislation or policies could materially impact our financial position and results of operations.

Corporate tax reform, base-erosion efforts and tax transparency continue to be high priorities in many tax jurisdictions where we have business operations. As a result, policies regarding corporate income and other taxes in numerous jurisdictions are under heightened scrutiny and tax reform legislation is being proposed or enacted in a number of jurisdictions. For example, the 2017 Tax Reform Act, adopting broad U.S. corporate income tax reform will, among other things, reduce the U.S. corporate income tax rate, but will impose base-erosion prevention measures on earnings of non-U.S. subsidiaries of U.S. entities as well as the Transition Tax on accumulated earnings of non-U.S. subsidiaries of U.S. entities. There is no assurance that the final determination of our income tax liability will not be materially different than what is reflected in our income tax provisions and accruals.

In addition, many countries are beginning to implement legislation and other guidance to align their international tax rules with the Organisation for Economic Co-operation and Development's Base Erosion and Profit Shifting recommendations and action plan that aim to standardize and modernize global corporate tax policy, including changes to cross-border tax, transfer pricing documentation rules, and nexus-based tax incentive practices. As a result of the heightened scrutiny of corporate taxation policies, prior decisions by tax authorities regarding treatments and positions of corporate income taxes could be subject to enforcement activities, and legislative investigation and inquiry, which could also result in changes in tax policies or prior tax rulings. Any such changes in policies or rulings may also result in the taxes we previously paid being subject to change.

Due to the large scale of our international business activities any substantial changes in international corporate tax policies, enforcement activities or legislative initiatives may materially adversely affect our business, the amount of taxes we are required to pay and our financial condition and results of operations generally.

If the tax incentive or tax holiday arrangements we have negotiated in Singapore and other jurisdictions change or cease to be in effect or applicable, in part or in whole, for any reason, or if our assumptions and interpretations regarding tax laws and incentive or holiday arrangements prove to be incorrect, the amount of corporate income taxes we have to pay could significantly increase.

Our operations are currently structured to benefit from the various tax incentives and tax holidays extended to us in various jurisdictions to encourage investment or employment. For example, we have obtained tax incentives from the Singapore Economic Development Board, an agency of the Government of Singapore, which provide that any qualifying income we earn in Singapore is subject to tax holiday or reduced rates of Singapore income tax. Subject to our compliance with the conditions specified in these incentives and legislative developments, the Singapore tax incentives are presently expected to expire at various dates generally between 2020 and 2021, subject in certain cases to potential extensions, which we may or may not be able to obtain, and any subsequent changes in incentive scope. Absent these tax incentives, the corporate income tax rate that would otherwise apply to our Singapore taxable income would be 17%. We also have tax holidays on our qualifying income in Malaysia, which are scheduled to expire between 2018 and 2028. The tax incentives and tax holidays that we have obtained are also subject to our compliance with various operating and other conditions and may, in some instances, be amended or terminated prior to their scheduled termination date by the relevant governmental authority. If we cannot, or elect not to, comply with the operating conditions included in any particular tax incentive, we could, in some instances, be required to refund previously realized material tax benefits, or if such tax incentive or tax holiday is terminated prior to its expiration absent a new incentive applying, we will lose the related tax benefits earlier than scheduled. Depending on the incentive at issue, we could also be required to modify our operational structure and tax strategy, which may not be as beneficial to us as the benefits provided under the present arrangements. The effect of all these tax incentives and tax holidays, in the aggregate, was to reduce the overall provision for income taxes by approximately \$573 million, \$237 million and \$169 million, for fiscal years 2018, 2017 and 2016, respectively, increase diluted net income per share by \$1.33 and \$0.56 for fiscal years 2018 and 2017, respectively, and to reduce diluted net loss per share by \$0.44 for fiscal year 2016.

Our interpretations and conclusions regarding the tax incentives are not binding on any taxing authority, and if our assumptions about tax and other laws are incorrect or if these tax incentives are substantially modified or rescinded, we could suffer material adverse tax and other financial consequences, which would increase our expenses, reduce our profitability and adversely affect our cash flows.

Our overall cash tax costs are affected by a number of factors, including reorganizations or restructurings of our businesses or assets, jurisdictional revenue mix and changes in tax regulations or policy, and may be further impacted by the Redomiciliation Transaction, all of which could materially, adversely affect financial results.

We are a multinational company subject to tax in various tax jurisdictions. Significant judgment is required in determining our worldwide provision for income taxes. In the ordinary course of our business, there are many transactions where the ultimate tax determination is uncertain. Additionally, our calculations of income taxes payable currently and on a deferred basis are based on our interpretations of applicable tax laws in the jurisdictions in which we are required to file tax returns.

Our provision for income taxes is subject to volatility and could be adversely affected by numerous factors including:

- reorganization or restructuring of our businesses, tangible and intangible assets, outstanding indebtedness and corporate structure, including the Redomiciliation Transaction;
- jurisdictional mix of our income and assets, and the resulting tax effects of differing tax rates in different countries;
- changes in the allocation of income and expenses, including adjustments related to changes in our corporate structure, acquisitions or tax law;
- changes in transfer pricing rules or methods of applying these rules;
- changes in tax laws, including in the U.S., changes to the taxation of earnings of foreign subsidiaries, the deductibility of expenses attributable to income and foreign tax credit rules;

- tax effects of increases in non-deductible employee compensation;
- changes in tax accounting rules or principles and in the valuation of deferred tax assets and liabilities;
- outcomes of income tax audits; and
- modifications, expiration, lapses or termination of tax credits or incentives.

We have also adopted transfer pricing policies between our affiliated entities. Our policies call for the provision of services, the sale of products, the advance of financing and grant of licenses from one affiliate to another at prices that we believe are negotiated on an arm's length basis. Our taxable income in any jurisdiction is dependent upon acceptance of our operational practices and intercompany transfer pricing by local tax authorities as being on an arm's length basis. Due to inconsistencies in application of the arm's length standard among taxing authorities, as well as lack of comprehensive treaty-based protection, transfer pricing challenges by tax authorities could, if successful, result in adjustments for prior or future years. As a result of these adjustments, we could become subject to higher taxes and our earnings and results of operations would be adversely affected in any period in which such determination is made.

Although we believe our tax estimates are reasonable, there is no assurance that the final determination of our income tax liability will not be materially different than what is reflected in our income tax provisions and accruals. Significant judgment is required to determine the recognition and measurement of tax liabilities prescribed in the relevant accounting guidance for uncertainty in income taxes. The accounting guidance for uncertainty in income taxes applies to all income tax positions, which, if resolved unfavorably, could adversely impact our provision for income taxes and our payment obligation with respect to any such taxes.

In addition, we are subject to, and are under, tax audit in various jurisdictions, and such jurisdictions may assess additional income tax against us. Although we believe our tax positions are reasonable, the final determination of tax audits could be materially different from our income tax provisions and accruals. The ultimate result of an audit could have a material adverse effect on our results of operations and cash flows in the period or periods for which that determination is made.

The Redomiciliation Transaction will likely increase our cash tax cost.

As a result of the Redomiciliation Transaction and the effects of the 2017 Tax Reform Act, we expect our cash tax costs and overall effective cash tax rate will increase. There is still significant uncertainty as to how the 2017 Tax Reform Act will be implemented and as a result, our estimates of the overall cash tax impact of the Redomiciliation Transaction are expected to change as we continue to refine our analysis and as additional guidance becomes available. There is no assurance that the final determination of our income tax liability will not be materially different than what is reflected in our income tax provisions and accruals. Significant judgment is required to determine the recognition and measurement of tax liabilities prescribed in the relevant accounting guidance for uncertainty in income taxes.

The Internal Revenue Service may not agree that prior to the Redomiciliation Transaction Broadcom-Singapore should have been treated as a foreign corporation for U.S. federal income tax purposes.

Although Broadcom-Singapore is a Singapore entity, the Internal Revenue Service, or IRS, may assert that following our acquisition of BRCM, Broadcom-Singapore should have been treated as a U.S. corporation for U.S. federal income tax purposes pursuant to Section 7874 of the Internal Revenue Code of 1986, as amended, or the Code. If the IRS were to determine that under Section 7874 of the Code, the former shareholders of BRCM held at least 60% of the vote or value of the ordinary shares of Broadcom-Singapore immediately after our acquisition of BRCM, such percentage referred to as the "Section 7874 Percentage", Broadcom-Singapore would be treated as a "surrogate foreign corporation" and several limitations could then apply to BRCM. For example, BRCM would be prohibited from using its net operating losses, foreign tax credits or other tax attributes to offset the income or gain recognized by reason of the transfer of property to a foreign related person during the 10-year period following our acquisition of BRCM or any income received or accrued during such period by reason of a license of any property by BRCM to a foreign related person. Moreover, in such case, Section 4985 of the Code and rules related thereto would impose an excise tax on the value of certain stock compensation held directly or indirectly by certain BRCM

“disqualified individuals” (including former officers and directors of BRCM) at a rate equal to 15%, but only if a gain is otherwise recognized by BRCM former shareholders as a result of our acquisition of BRCM. If the IRS were to determine the Section 7874 Percentage was 80% or more, then Broadcom-Singapore would be treated as a U.S. corporation for U.S. federal income tax purposes.

While we believe the Section 7874 Percentage was significantly less than 60%, determining the Section 7874 Percentage is complex and is subject to factual and legal uncertainties. There can be no assurance that the IRS will agree with our position.

Risks Relating to Our Indebtedness

Our substantial indebtedness could adversely affect our financial health and our ability to raise additional capital to fund our operations or potential acquisitions, could limit our ability to react to changes in the economy or our industry, exposes us to interest rate risk to the extent of our variable rate indebtedness and prevent us from fulfilling our obligations under our indebtedness.

As of November 4, 2018, our total consolidated indebtedness under our senior unsecured notes that were issued and sold in January 2017 and October 2017, collectively the 2017 Senior Notes, was \$17,550 million. Subsequent to the end of our fiscal year 2018, we borrowed \$18,000 million in term loans to finance the CA Merger, or the Term Loans, and we assumed \$2,250 million of CA’s outstanding senior unsecured notes. We expect to maintain heightened levels of indebtedness going forward, in part due to our ongoing dividend and stock buy-back programs.

Our substantial indebtedness could have important consequences including:

- increasing our vulnerability to adverse general economic and industry conditions;
- exposing us to interest rate risk due to our variable rate Term Loans, which we do not typically hedge against;
- limiting our flexibility in planning for, or reacting to, changes in the economy and the semiconductor industry;
- placing us at a competitive disadvantage compared to our competitors with less indebtedness;
- making it more difficult to borrow additional funds in the future to fund growth, acquisitions, working capital, capital expenditures and other purposes; and
- potentially requiring us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of our cash flow to fund our other business needs.

In addition, our variable rate indebtedness may use LIBOR as a benchmark for establishing the rate. LIBOR is the subject of recent national, international and other regulatory guidance and proposals for reform. These reforms and other pressures may cause LIBOR to disappear entirely or to perform differently than in the past. The consequences of these developments cannot be entirely predicted, but could include an increase in the cost of our variable rate indebtedness.

We receive debt ratings from the major credit rating agencies in the United States. Factors that may impact our credit ratings include debt levels, planned asset purchases or sales and near-term and long-term production growth opportunities. Liquidity, asset quality, cost structure, reserve mix and commodity pricing levels could also be considered by the rating agencies. While we are focused on maintaining investment grade ratings from these agencies, we may be unable to do so. Any downgrade in our credit rating or the ratings of our indebtedness, or adverse conditions in the debt capital markets, could:

- adversely affect the trading price of, or market for, our debt securities;
- increase interest expense under our Term Loans;
- increase the cost of, and adversely affect our ability to refinance, our existing debt; and
- adversely affect our ability to raise additional debt.

The instruments governing our indebtedness impose certain restrictions on our business.

The indentures governing the 2017 Senior Notes contain certain covenants imposing restrictions on our business. These restrictions may affect our ability to operate our business, to plan for, or react to, changes in the market conditions or our capital needs and may limit our ability to take advantage of potential business opportunities as they arise. The restrictions placed on us include limitations on our ability to incur certain secured debt, enter into certain sale and lease-back transactions and consolidate, merge, sell or otherwise dispose of all or substantially all of our assets. In addition, the indentures contain customary events of default upon the occurrence of which, after any applicable grace period, the noteholders would have the ability to immediately declare the debt due and payable. In such event, we may not have sufficient available cash to repay such debt at the time it becomes due, or be able to refinance such debt on acceptable terms or at all. Any of the foregoing could materially adversely affect our business, financial condition and results of operations.

Servicing our debt requires a significant amount of cash, and we may not have sufficient cash flow from our business to pay our substantial debt.

Our ability to make scheduled payments of the principal of, to pay interest on, and to refinance our debt, depends on our future performance, which is subject to economic, financial, competitive and other factors. Our business may not continue to generate cash flow from operations in the future sufficient to satisfy our obligations under our current indebtedness and any future indebtedness we may incur and to make necessary capital expenditures. If we are unable to generate such cash flow, we may be required to adopt one or more alternatives, such as reducing or delaying investments or capital expenditures, selling assets, refinancing or obtaining additional equity capital on terms that may be onerous or highly dilutive. Our ability to refinance our outstanding indebtedness or future indebtedness will depend on the capital markets and our financial condition at such time. We may not be able to engage in any of these activities or engage in these activities on desirable terms when needed, which could result in a default on our indebtedness.

Risks Relating to Owning Our Common Stock

At times, our stock price has been volatile and it may fluctuate substantially in the future, which could result in substantial losses for our investors as well as class action litigation against us and our management which could cause us to incur substantial costs and divert our management's attention and resources.

The trading price of our common stock has, at times, fluctuated significantly and could be subject to wide fluctuations in response to any of the risk factors listed in this "Risk Factors" section, and others, including:

- actual or anticipated fluctuations in our financial condition and operating results;
- issuance of new or updated research or other reports by securities analysts;
- fluctuations in the valuation and results of operations of our significant customers as well as companies perceived by investors to be comparable to us;
- announcements of proposed acquisitions by us or our competitors;
- announcements of, or expectations of additional debt or equity financing transactions;
- stock price and volume fluctuations attributable to inconsistent trading volume levels of our common stock;
- changes in our dividend or stock repurchase policies; and
- unsubstantiated news reports or other inaccurate publicity regarding us or our business.

These fluctuations are often unrelated or disproportionate to our operating performance. Broad market and industry fluctuations, as well as general economic, political and market conditions such as recessions, interest rate changes or currency fluctuations, may negatively impact the market price of our common stock. You may not realize any return on your investment in us and may lose some or all of your investment. In the past, companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We may be the target of this type of litigation in the future. We are also the subject of a number of lawsuits stemming from our acquisitions. Securities litigation against us, including the lawsuits related to such transactions, could result in substantial costs and divert our management's attention from other business concerns, which could seriously harm our business.

The amount and frequency of our stock repurchases may fluctuate.

While we expect to continue to allocate a substantial amount of our free cash flow to stock repurchases, the amount, timing and execution of our stock repurchase program may fluctuate based on our priorities for the use of cash for other purposes. These purposes include operational spending, capital spending, acquisitions, and returning cash to our stockholders as dividend payments. Changes in cash flows, tax laws and our stock price could also impact our stock repurchase program.

A substantial amount of our stock is held by a small number of large investors and significant sales of our common stock in the public market by one or more of these holders could cause our stock price to fall.

As of September 30, 2018, we believe 12 of our 20 largest stockholders were active institutional investors who held approximately 34% of our outstanding shares of common stock in the aggregate, with Capital World Investors being our largest stockholder with approximately 10% of our outstanding shares of common stock. These investors may sell their shares at any time for a variety of reasons and such sales could depress the market price of our common stock. In addition, any such sales of our common stock by these entities could also impair our ability to raise capital through the sale of additional equity securities.

There can be no assurance that we will continue to declare cash dividends.

Our Board has adopted a dividend policy pursuant to which we currently pay a cash dividend on our common stock on a quarterly basis. The declaration and payment of any dividend is subject to the approval of our Board and our dividend may be discontinued or reduced at any time. There can be no assurance that we will declare cash dividends in the future in any particular amounts, or at all.

Future dividends, if any, and their timing and amount, may be affected by, among other factors: management's views on potential future capital requirements for strategic transactions, including acquisitions; earnings levels; contractual restrictions; our stock repurchase program; cash position and overall financial condition; and changes to our business model. The payment of cash dividends is restricted by applicable law, contractual restrictions and our corporate structure. Because we are a holding company, our ability to pay cash dividends is also limited by restrictions or limitations on our ability to obtain sufficient funds through dividends from subsidiaries.

Our actual operating results may differ significantly from our guidance.

From time to time, we release guidance regarding our future performance that represents our management's estimates as of the date of release. This guidance, which consists of forward-looking statements, is prepared by our management and is qualified by, and subject to, the assumptions and the other information contained or referred to in the release. Our guidance is not prepared with a view toward compliance with published guidelines of the American Institute of Certified Public Accountants, and neither any independent registered public accounting firm nor any other independent expert or outside party compiles, examines or reviews the guidance and, accordingly, no such person expresses any opinion or any other form of assurance with respect thereto.

Guidance is based upon a number of assumptions and estimates that, while presented with numerical specificity, is inherently subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond our control and are based upon specific assumptions with respect to future business decisions, some of which will change. We generally state possible outcomes as high and low ranges which are intended to provide a sensitivity analysis as variables are changed but are not intended to represent that actual results could not fall outside of these ranges. The principal reason that we release this data is to provide a basis for our management to discuss our business outlook with analysts and investors. We do not accept any responsibility for any projections or reports published by any such persons.

Guidance is necessarily speculative in nature, and it can be expected that some or all of the assumptions of the guidance furnished by us will not materialize or will vary significantly from actual results, particularly any guidance relating to the results of operations of acquired businesses or companies as our management will, necessarily, be less familiar with their business, procedures and operations. Accordingly, our guidance is only an estimate of what management believes is realizable as of the date of release. Actual results will vary from the guidance and the variations may be material. Investors should also recognize that the reliability of any forecasted financial data will diminish the farther in the future that the data are forecast. In light of the foregoing, investors are urged to put the guidance in context and not to place undue reliance on it.

Any failure to successfully implement our operating strategy or the occurrence of any of the events or circumstances set forth in this report could result in the actual operating results being different than the guidance, and such differences may be adverse and material.