



Legal

Policy Name: COMMSCOPE HOLDING COMPANY, INC.'S
THIRD-PARTY BUSINESS ASSOCIATES RETENTION POLICY

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COMMSCOPE HOLDING COMPANY, INC.'S THIRD-PARTY BUSINESS ASSOCIATES RETENTION POLICY

I. PURPOSE

CommScope Holding Company, Inc. and its affiliated companies (“CommScope” or the “Company”) may from time to time retain consultants, sales agents, advisors and other compensated agents or establish relationships with joint venture partners, resellers, distributors, installers, and other business partners that may act on the Company’s behalf to effectively achieve CommScope’s business objectives (together “Third-Party Business Associates”).

CommScope’s Code of Ethics and Business Conduct requires all directors, officers, and employees of CommScope and its subsidiaries and affiliated companies to comply with all applicable laws, including those that prohibit corruption and bribery, such as the Foreign Corrupt Practices Act (“FCPA”), the U.K. Bribery Act (“UKBA”), and the anti-corruption laws of nations in which CommScope conducts its business. CommScope expects its Third-Party Business Associates to conduct business consistent with CommScope’s values.

The retention of Third-Party Business Associates represents one of the greatest risks the Company faces in fulfilling its commitment to conduct all of its business consistent with the Company’s core values and the anti-corruption laws of the United States and other countries around the world. Furthermore, in certain circumstances, CommScope may be held responsible for the corrupt conduct of Third-Party Business Associates.

Accordingly, before engaging Third-Party Business Associates, CommScope will conduct due diligence to, among other things, ensure that the Company understands the business qualifications and background of proposed Third-Party

Business Associates, and has confidence that Third-Party Business Associates will not expose CommScope to unacceptable legal, business, reputational, or other risks.

Given that different types of Third-Party Business Associates pose varying levels of risk, this Policy attempts to treat different types of Third-Party Business Associates appropriately based on the specific risks they present.

II. SCOPE

This Policy applies to every potential engagement of a Third-Party Business Associate by any CommScope company or employee and the extension, renewal, or expansion of a business relationship with a Third-Party Business Associate. All types of Third-Party Business Associates (consultants, sales agents, advisors, other compensated agents, joint venture partners, resellers, distributors, installers, and other business partners that act on CommScope's behalf) are subject to the provisions of this Policy.

Every employee involved in actual or potential contact with proposed Third-Party Business Associates is responsible to ensure that CommScope does not enter into contracts with or otherwise do business with Third-Party Business Associates except in full compliance with the procedures set forth in this Policy.

III. DEFINITIONS

- **"Applicant"**: The Third-Party Business Associate that proposes to enter into, extend, renew, or expand a business relationship with CommScope.
- **"Application"**: The documents or electronic equivalents specified by the Legal Department as required for approval of any new Third-Party Business Associate or the renewal of a previously approved Third-Party Business Associate, including any questionnaires, declarations, or certifications required of the Applicant, Sponsor, or other parties.
- **"Designated Legal Representative"**: An individual designated by the CommScope Legal Department with responsibility for administering and ensuring compliance with this policy, including by reviewing and approving or rejecting third parties who are submitted for consideration under this policy. The Legal Department will maintain a list of Designated Legal Representatives and will communicate this list to the appropriate persons within CommScope from time to time.
- **"Distributor/Reseller"**: Any third party with a contract with CommScope under which CommScope sells products or services to the third party and the third party will resell those products and services to others. This term is intended to exclude customers of CommScope that buy products and

services under standard purchase order documents without any formal written or oral agreements, even if later resold. Customers or “informal” resellers who request letters or other written acknowledgement from the Company confirming that they are authorized to sell CommScope products shall be characterized as a “reseller” for purposes of this Policy and subjected to the due diligence process described herein.

- **“Other Compensated Agent”**: any third party engaged in a consulting, agency, or other relationship (other than a Sales Agent), where the third party will be compensated for providing advice or services to CommScope. To avoid doubt, freight forwarders and customs brokers are included in the definition of “Other Compensated Agent.”
- **“Other Business Associate”**: any third party other than a Sales Agent, Other Compensated Agent, or Distributor/Reseller with which CommScope has a business relationship, where the third party sells, markets, deals in or otherwise promotes CommScope’s products or services with the Company’s knowledge and approval, whether or not CommScope directly engages in any transactions with such third party. This term is intended to include installers, but not customers of CommScope that buy products and services under standard purchase order documents without any formal written or oral agreements, even if later resold.
- **“Sponsor”**: The CommScope employee, who sponsors, proposes or recommends that the Company enter into, extend, renew, or expand a business relationship with a Third-Party Business Associate.
- **“Sales Agent”**: any third party engaged in an agency, sales representative, sales service, or similar relationship where the third party will be compensated for generating sales for CommScope.

IV. GENERAL RULE

CommScope may enter into contracts with Third-Party Business Associates to effectively and efficiently achieve the Company’s business objectives. CommScope will only enter into contracts with such Third-Party Business Associates where justified by the needs of the business, where the qualifications of the proposed Third-Party Business Associate justify retaining the Third-Party Business Associate, and where the Company is reasonably satisfied that doing business with the Third-Party Business Associate will not expose CommScope to unacceptable legal, business, reputational, or other risks.

This policy describes the procedures to be followed to ensure that appropriate information regarding the Applicant is collected, submitted, and reviewed and that adequate due diligence on the Third-Party Business Associate’s background is

performed, reviewed, and approved **before** CommScope enters into any contract or relationship with the Applicant.

CommScope requires that all Third-Party Business Associates provide complete and accurate information during the application process and comply fully with all applicable laws including the Foreign Corrupt Practices Act, the U.K. Bribery Act, and all other local anti-corruption laws as well as CommScope's rules and policies, including, but not limited to, CommScope's Anti-Corruption Policy and CommScope's Code of Ethics and Business Conduct. The Company will not establish any relationship with Third-Party Business Associates who have or who CommScope has reason to believe may have engaged in or been accused of any conduct that might expose CommScope to unacceptable legal, business, reputational, or other risks. Similarly, CommScope will not engage Third-Party Business Associates who themselves have associated with individuals or entities that have engaged in or been accused of any conduct that might expose the Company to unacceptable legal, business, reputational, or other risks.

A. Sponsoring a Third-Party Business Associate

The Sponsor and his/her local and regional management and/or appropriate operational or functional business unit management shall ensure that the Applicant's services are necessary and that the Applicant possesses the requisite experience, skills, and resources to fulfill its proposed obligations to CommScope.

The first step in proposing a new Third-Party Business Associate (or renewing a previously-approved Third-Party Business Associate) is for the Sponsor to initiate and work with the Applicant to complete the Application, which examines the Applicant's background and ensures that the Applicant:

- Possesses the experience, skills, and resources to best perform the required service;
- Is a legally registered company or is otherwise duly established or licensed in the jurisdiction where the services will be performed or the business relationship will be carried out; and
- Does not have a conflict of interest that would interfere with its work for CommScope or unduly influence other entities or individuals with whom CommScope does or seeks to conduct business.

In addition, where CommScope will directly compensate the Applicant through commissions, fees, product discounts or otherwise, the Sponsor must ensure that the total compensation proposed for the Applicant is not excessive compared to normal local practice and is justified based on the resources to be applied, the

experience and involvement of the Applicant, and the nature of the services or relationship contemplated.

B. Conducting Due Diligence

CommScope conducts due diligence on Third-Party Business Associates on a risk-based basis. Although CommScope conducts due diligence on all Third-Party Business Associates, the Company commits extra time and resources to conducting due diligence on Third-Party Business Associates that, based on a series of risk factors, potentially expose CommScope to a higher level of risk. The Legal Department will identify the criteria used to determine whether a Third-Party Business Associate is considered lower or higher risk and will periodically review the criteria used to ensure its continued efficacy.

1. Conducting Due Diligence on Lower Risk Third-Party Business Associates

For all Applicants categorized as lower risk, the Sponsor shall coordinate with the Applicant to complete the requisite Application in either CPP or ComplianceDesktop®, or similar tool specified by the Legal Department and submit it to the appropriate Designated Legal Representative for review and approval.

The Designated Legal Representative shall:

- Review the Application and confirm it is complete;
- Submit the Applicant's information for a check against databases that identify sanctioned and politically exposed entities and individuals; and
- Determine whether the Applicant should be approved as a Third-Party Business Associate.

2. Conducting Due Diligence On Higher Risk Third-Party Business Associates

For all Applicants categorized as higher risk, the Sponsor shall coordinate with the Applicant to complete the requisite Application in CPP or ComplianceDesktop®, or similar tool specified by the Legal Department and submit it to the Designated Legal Representative for review and approval.

The Designated Legal Representative shall:

- Review the Application and confirm it is complete;
- Submit the Applicant's information for a check against databases that identify sanctioned and politically exposed entities and individuals;
- Request and review an in-depth due diligence report on the Applicant; and

- Determine whether the Applicant should be approved as a Third-Party Business Associate.

3. *Exceptions to the Due Diligence Review Process*

On rare occasions, the Sponsor and/or the Designated Legal Representative may determine that the unique circumstances of an individual case justify a variance from the Company's standard due diligence process. Any proposed variance from the Company's standard due diligence process must be approved in advance by the General Counsel or his or her designee. After consulting with the Sponsor, if necessary, the Designated Legal Representative will contact the General Counsel or his or her designee for approval of the proposed variance. In such cases, the Designated Legal Representative should provide all relevant information to the General Counsel or his or her designee for his or her review.

C. **Administration**

Several CommScope departments play key roles in ensuring that CommScope's due diligence is timely, thorough, and conducted consistent with this Policy. A brief overview of each department's responsibilities is as follows:

1. *Sponsor/Sponsoring Business Unit[s]*

The Sponsor will initiate the Third-Party Business Associate approval process, work with the Applicant to complete the Application, build the business case, complete the necessary forms, and obtain all necessary approvals consistent with the procedures established by the appropriate operational or functional business unit[s] for business approval of retention of Third-Party Business Associates **before** making any commitment to the Applicant with respect to compensation or signing any contracts or other commitments.

The Sponsor must provide to the Legal Department all forms and documents generated via the business unit approval process for any approved Applicant for preparation of the agreement. After all required approvals have been obtained, the Sponsor, with the assistance of the Legal Department, will negotiate any agreement with an approved Applicant based on the standard terms and conditions that the Legal Department has approved. The Legal Department must approve any proposed changes to such standard terms.

2. *Legal Department*

The Legal Department will review the relevant Application and related documents, complete and review due diligence, draft applicable agreements with Third-Party Business Associates, and review any negotiated changes to these agreements. In addition, the Legal Department is responsible for designing and maintaining detailed

procedures to ensure effective due diligence pursuant to this policy, including the Application, application process, and any related technology tools or vendors.

The Legal Department shall maintain in regional or a central location all files related to any Applicant that progresses to the Legal Department review, whether approved or rejected, for a period consistent with the requirements of the CommScope Records Retention Policy.

3. Corporate Audit and Advisory

As appropriate, and pursuant to its charter and as directed by the CommScope Audit Committee, Corporate Audit and Advisory will, among other things, monitor and audit systems designed to detect violations of this Policy.

4. Accounting/Finance Department

The appropriate regional or local Finance Department will ensure that CommScope only makes payments to Third-Party Business Associates consistent with this Policy and in compliance with approved contracts in effect between CommScope and the Third-Party Business Associate under which CommScope is obligated to make such payments.

D. Continued Monitoring

The due diligence check provides only a snapshot picture of CommScope's potential risk should the Company decide to engage the Applicant. Thus it is essential that the Sponsor and local and regional management and/or appropriate operational or functional business unit management continuously monitor the activities of the Applicant following the signing of any contract with the Applicant, immediately report to the Legal Department and senior management any improper, or suspected improper conduct or payment by the Applicant to any foreign official or any employee of a customer, and cooperate fully in any subsequent investigation of such report.

E. Compliance Certification

On a periodic basis as determined by the General Counsel or his or her designee, but no less frequently than annually, all Third-Party Business Associates will complete a compliance certificate attesting, to among other things, that the Third-Party Business Associate has read and understood CommScope's Anti-Corruption Policy, has received a copy of or access to CommScope's Code of Ethics and Business Conduct, and has conducted all its business consistent with relevant anti-corruption laws. The General Counsel or his or her designee will be responsible for the contents of the compliance certification.

F. Payments to Third-Party Business Associates

1. *General Restrictions on Payments to Third-Party Business Associates*

The following restrictions apply to all payments made to Third-Party Business Associates:

- CommScope will only make payments to a Third-Party Business Associate to a bank account in a country where the Third-Party Business Associate resides, has a place of business, or has rendered the services for which the payment is made;
- No payment may be made in cash or via a check drawn payable to “cash”;
- CommScope will only make payments when there is an approved contract in effect between CommScope and the Third-Party Business Associate under which CommScope is obligated to make such payments; and
- To the extent CommScope is required under an applicable contract to reimburse a Third-Party Business Associate for expenses incurred in connection with the representation, the Third-Party Business Associate must provide detailed documentary support for such expenses consistent with CommScope’s policies for reimbursement of CommScope employee business expenses.

2. *Payments to Sales Agents*

Payments to Sales Agents are subject to the following conditions **in addition to** the general restrictions listed above:

- The standard service fee or commission percentage of the revenue attributable to the Sales Agent or total compensation amount must be approved in advance and in writing as required by the CommScope Schedule of Authorizations Policy (“SOA”) **and** by a Senior Vice President of CommScope;
- The term of any contract with a Sales Agent shall not exceed three years unless otherwise approved in advance and in writing as required by the SOA **and** by a Senior Vice President of CommScope. In addition, the contract shall provide CommScope with the rights to terminate, consistent with the standard terms and conditions as approved from time to time by the Legal Department; and
- CommScope will only make payments in the currency of the applicable contract covering the sales.

3. *Payments to Other Compensated Agents*

Payments to Other Compensated Agents are subject to the following conditions **in addition to** the general restrictions listed above:

- The total compensation to be paid to Other Compensated Agents shall be approved in writing as required by the SOA, **and** by a Vice President or more senior officer of CommScope; and
- The term of any contract with any Other Compensated Agent shall be limited to the time required to complete the specific task for which such Applicant has been engaged, and shall not exceed three years unless otherwise approved in writing and in advance as required by the SOA, **and** by a Senior Vice President of CommScope. The contract with the Other Compensated Agent shall provide CommScope with the rights to terminate the engagement, consistent with the standard terms and conditions as approved from time to time by the Legal Department.

V. TRAINING/AWARENESS

Employees must familiarize themselves with this Policy and participate in periodically held training sessions as requested. The Legal Department is responsible for designing and providing training to employees, as needed, regarding the retention of Third-Party Business Associates.

VI. DISCIPLINE

Failure to comply with this Policy will be grounds for termination or other disciplinary action consistent with the disciplinary process for the relevant CommScope site or country.

VII. REPORTING CONCERNS

Any Employee who knows of or suspects a potential violation of any provision of this Policy should report his or her concern immediately to his or her supervisor or manager, local Human Resources Department, the Corporate Human Resources Department, the Facility Ethics Officer, the Corporate Ethics officer, or the Legal Department. In addition, Employees may inform the Company of any suspected or potential violation of this Policy by sending an email to ethics@commscope.com, or may use CommAlert. CommScope strictly prohibits retaliation against any Employee who reports in good faith a known or suspected violation of any law or Company policy.

VIII. POLICY REVIEW

The General Counsel or his or her designee is responsible for the content and periodic review of this Policy.

IX. QUESTIONS

Questions regarding this Policy may be may be addressed to the Legal Department at this email address: ethics@commscope.com.

Questions may also be addressed personally to CommScope's General Counsel or CommScope's Vice President and Deputy General Counsel, whose contact information is available on the CommScope employee directory.