

## Corporate Legal Department

**Policy Title:** CommScope Non-US Business Associates Retention Policy  
**Policy Number:** LEGL.POL.102  
**Policy Section:** Compliance  
**Policy Owner:** Burk Wyatt  
**Effective Date:** 10/12/2009  
**Version Number:** Ver. 1.0  
**Last Revised:**  
**Location:** home.commscope.com

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### 1.0 Purpose

1.1 CommScope, Inc. and its affiliated companies ("CommScope") may from time to time retain consultants, sales agents, advisors and other representatives, and frequently establish relationships with joint venture partners, resellers, distributors and other business partners that are located or operating outside the United States ("Non-US Business Associates") in order to effectively and efficiently achieve CommScope's business objectives. The purpose of this *Non-US Business Associates Retention Policy* (the "Policy") is to ensure that there is an understanding of the business qualifications and background of all proposed Non-US Business Associates and confidence that Non-US Business Associates will not expose CommScope to unacceptable legal, business, reputational or other risks. CommScope recognizes that different types of Non-US Business Associates pose different levels of risk, and this policy attempts to treat different kinds of Non-US Business Associates appropriately.

1.2 This Policy should be read in conjunction with the *CommScope Code of Ethics and Business Conduct* (the "Code of Conduct"), the *CommScope Anti-Corruption and FCPA Compliance Policy* (the "FCPA Policy") and other general management policies. In case of conflict between this Policy and other CommScope policies, or in cases where the provisions of this Policy are more specific than the Code of Conduct or other policies, this Policy shall take precedence.

### 2.0 Scope

2.1 This Policy extends to all of CommScope's domestic and foreign operations that do or may seek to retain Non-US Business Associates

### 3.0 Restriction(s)

### 4.0 Applicability/Exception(s)

#### 4.1 Applicability

4.1.1 This policy applies to every new potential engagement of a Non-US Business Associate by any CommScope company or employee. The policy also applies to the extension, renewal or expansion of a business relationship with any Non-US Business Associate that was retained prior to the adoption of this Policy and that was not subjected to the due diligence processes required by this policy. In addition, certain requirements of the policy apply to existing Non-US Business Associates, as specifically noted. This policy applies to retention of any consultants, advisors and other representatives, as well as sales agents, and agreements with joint venture partners, resellers, distributors and other business partners.

#### 4.2 Exception(s)

### 5.0 Policy

5.1 CommScope may enter into contracts with Non-US Business Associates in order to effectively and efficiently achieve CommScope's business objectives. CommScope will only enter into contracts with such Non-US Business Associates where justified by the needs of the business and the qualifications of the proposed Non-US Business Associate justifies it and

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where CommScope is reasonably satisfied that doing business with the proposed Non-US Business Associates will not expose CommScope to unacceptable legal, business, reputational or other risks. Non-US Business Associates may **only** be retained in compliance with this Policy. This Policy describes procedures to be followed to ensure that appropriate information regarding the proposed Non-US Business Associate is collected, submitted and reviewed, and appropriate due diligence on the background of the Non-US Business Associate is performed and reviewed, **before** CommScope enters into any contract or relationship.

- 5.2** CommScope requires that all Non-US Business Associates provide complete and accurate information during the application process and comply fully with all applicable laws and all CommScope rules and policies, including specifically the *U.S. Foreign Corrupt Practices Act* and any similar applicable local laws, the *CommScope FCPA Policy*, and the *CommScope Code of Ethics and Business Conduct*. CommScope will not establish any relationship with Non-US Business Associates who have or who CommScope has reason to believe may have, or who have associated with anyone or any entity who has 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.

## 6.0 Related Information

### 6.1 Guidelines

- 6.1.1** Any CommScope employee who sponsors, proposes or recommends that CommScope enter into, extend, renew or expand a business relationship with a Non-US Business Associate is referred to in this Policy as the **"Proposer."** The Non-US Business Associate that proposes to enter into, extend, renew or expand a business relationship with CommScope is referred to in this Policy as the **"Applicant."**
- 6.1.2** The Proposer and his/her local and regional management and/or appropriate operational or functional business unit management shall ensure the Applicant complies with the guidelines in Section 6.1.3 and that the Applicant's services are necessary and skills are appropriate for CommScope to achieve its goals.
- 6.1.3** Prior to the due diligence process described in Section 6.1.5, the Proposer must examine the background of the Applicant and ensure that Applicant:
- 6.1.3.1** possesses the experience, skills and resources to best perform the required services;
  - 6.1.3.2** is a duly 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
  - 6.1.3.3** Does not have a conflict of interest that would interfere with its work for CommScope or unduly influence other

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- entities or individuals with whom CommScope does, or seeks to conduct, business.
- 6.1.4** Where CommScope will directly compensate the Applicant, through commissions, fees, product discounts or otherwise, the Proposer must ensure that the total compensation proposed for the Applicant is not excessive compared to normal local practice and is justified on the basis of the resources to be applied, the experience and involvement of the Applicant and the nature of the services or relationship contemplated.
- 6.1.5** As specified in and where required by paragraph 6.2.3 below, CommScope will engage a skilled third party to perform appropriate due diligence on the background and qualifications of the Applicant.
- 6.1.6** The Proposer and local and regional management and/or appropriate operational or functional business unit management shall, following the signing of any contract with the Applicant, monitor the activities of 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.
- 6.1.7** **Payments to Non-US Business Associates**
- 6.1.7.1** **Sales Agents.** For agency, sales representative, sales service or other similar relationships where the Applicant will be compensated for generating sales for CommScope ("Sales Agents"):
- 6.1.7.1.1** The standard service fee or commission percentage of the revenue attributable to the Sales Agent or total compensation amount must be approved in writing in advance by an Executive Vice President of CommScope.
- 6.1.7.1.2** The term of any contract with a Sales Agent shall not exceed two years unless otherwise approved in writing in advance by an Executive Vice President of CommScope, and shall provide CommScope with the rights to terminate, consistent with the standard terms and conditions from time to time approved by the Legal Department.
- 6.1.7.1.3** CommScope will only make payments to the Sales Agent's bank account in a country where it resides, has place of business, or has rendered the services for which the payment is made.
- 6.1.7.1.4** CommScope will only make payments in the

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currency of the applicable contract covering the sales.

- 6.1.8 Other Compensated Non-US Business Associates.** For other consulting or agency relationships in which the Applicant will be compensated for providing advice or services to CommScope (each, an "Other Compensated Agent"):
- 6.1.8.1** The total compensation to be paid to the Other Compensated Agent shall be approved in writing by a Vice President or more senior officer of CommScope.
- 6.1.8.2** 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 two years unless otherwise approved in writing in advance by an Executive Vice President of CommScope. The arrangement with the Other Compensated Agent shall provide CommScope with the rights to terminate the engagement, consistent with the standard terms and conditions from time to time approved by the Legal Department.
- 6.1.9 General Restrictions on Payments to all Non-US Business Associates.**
- 6.1.9.1** CommScope will only make payments to a Non-US Business Associate to a bank account in a country where such Non-US Business Associate resides, has place of business, or has rendered the services for which the payment is made.
- 6.1.9.2** No payment may be made in cash or via a check drawn payable to "cash".
- 6.1.9.3** CommScope will only make payments when there is an approved contract in effect between CommScope and the Non-US Business Associate under which CommScope is obligated to make such payments.
- 6.1.9.4** To the extent CommScope is required under an applicable contract to reimburse a Non-US Business Associate for expenses incurred in connection with the representation, the Non-US Business Associate must provide detailed documentary support for such expenses consistent with CommScope's policies for reimbursement of CommScope employee business expenses.

## 6.2 Procedures

- 6.2.1 Applicability of procedures to various Non-US Business Associates.** The following procedures are to be followed with respect to various types of Non-US Business Associates as provided in the following matrix. Definitions of the terms used are provided in Section 8 below, entitled "Definitions."

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	Sales Agents	Other Compensated Agents – gov't interaction likely	Other Compensated Agents – gov't interaction NOT likely	Distributor / Reseller – gov't interaction likely	Distributors / Reseller – gov't interaction NOT likely	Other Business Associate – gov't interaction likely	Other Business Associate – gov't interaction NOT likely
Business Unit Approval Process [§6.3.2]	YES	YES	YES	YES	YES	YES	YES
Completed Information Questionnaire – Long Form [§6.3.2]	YES	YES	NO	YES	NO	NO	NO
Completed Information Questionnaire – Short Form [§6.3.2]	NO	NO	YES	NO	YES	YES	YES
Outside Due Diligence / complete due diligence checklist [§6.3.4]	YES	YES	NO	YES	NO	NO	NO
Written contract [§6.3.4]	YES	YES	YES	YES	YES	YES	YES
Annual compliance certificate [§6.3.4]	YES	YES	YES	YES	YES	YES	YES

**6.2.2** Whenever any CommScope employee determines that it may be appropriate to enter into a business relationship with a Non-US Business Associate or extend renew or expand a business relationship with any Non-US Business Associate, the Proposer must follow the procedures established by the appropriate operational or functional business unit[s], including the Schedule of Authorizations, for business approval of retention of Non-US Business Associates. Unless the Non-US Business Associate was previously subjected to the due diligence processes required by this policy, the Proposer must also submit either the Long-Form Information Questionnaire for Non-US Business Associates, attached hereto as Exhibit A1, or the Short-Form Information Questionnaire for Non-US Business Associates, attached hereto as Exhibit A2, per the above matrix, in each case completed by the Applicant to the Legal Department representative assigned to the Proposer's region and/or business unit. These Questionnaires include a Report and

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Certification for Non-US Business Associate to be completed by the Proposer.

- 6.2.3 The appropriate operational or functional business unit management will review the request to retain the Non-US Business Associate, consistent with its policy.
- 6.2.4 After approval by management of the appropriate operational or functional business unit[s], the Proposer will forward the completed Questionnaire to the Legal Department for review. An appropriate member of the Legal Department will review the Questionnaire and, where applicable, obtain an outside due diligence report regarding the Applicant, act as the Due Diligence Coordinator and complete the Due Diligence Checklist for Non-US Business Associates attached hereto as Exhibit B.
- 6.2.5 If the Applicant is approved by the Legal Department consistent with this policy after review of the due diligence information, the Legal Department will so inform the Proposer and prepare an appropriate contract to document the relationship with the Applicant. Such contract will require Non-US Business Associates to comply with the CommScope Code of Conduct, the CommScope FCPA Policy and applicable anti-corruption laws and regulations, including the FCPA, and require annual certification of such compliance.
- 6.2.6 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.
- 6.2.7 In the case of a Non-US Business Associate retained prior to the adoption of this Policy and whose contract is not in the process of renewal, the Legal Department will review the existing contract and propose amendment, as necessary, to ensure that such contract requires the Non-US Business Associate to comply with the CommScope Code of Conduct, the CommScope FCPA Policy and applicable anti-corruption laws and regulations, including the FCPA, and requires annual certification of such compliance. If a contract must be amended to include these requirements, the Non-US Business Associate must also complete the certification document at the time of the amendment.

### 6.3 Administration

- 6.3.1 **All Employees:** Every employee involved in actual or potential contact with proposed Non-US Business Associates is responsible for ensuring that CommScope does not enter into contracts with or otherwise do business with Non-US Business Associates unless done in full compliance with the procedures set forth in this Policy.

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- 6.3.1.1 Proposer/Sponsoring Business Unit[s]:** The Proposer will initiate the Non-US Business Associate approval process, 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 Non-US Business Associates prior to making any commitment to the Applicant with respect to compensation or signing any contracts or other commitments. The Proposer must provide to the Legal Department any forms or documents generated via the business unit approval processes for any approved Applicant for preparation of the agreement. The Proposer, with the assistance of the Legal Department, will negotiate any agreement with an approved Applicant based on the standard terms and conditions from time to time approved by the Legal Department. Any proposed changes to such standard terms must be approved by the Legal Department before agreeing to such changes with the Applicant.
- 6.3.1.2 Legal Department:** The Legal Department will review the Applicant Questionnaire, complete and review appropriate due diligence, maintain contracts and due diligence records related to this Policy and draft applicable agreements or amendments with Non-US Business Associates and review any negotiated changes to such agreement. The Legal Department is also responsible for designing and providing training to appropriate employees, agents, consultants and third party business associates with respect to CommScope's Code of Conduct and FCPA Policy, for obtaining certifications of compliance from such personnel and, with the assistance of the various Proposers, required certifications from Non-US Business Associates.
- 6.3.1.3 Internal Audit Department:** Pursuant to its charter and as directed by the CommScope Audit Committee, the Internal Audit Department is responsible for maintaining an internal audit program for CommScope to, among other things, monitor and audit systems designed to detect violations of CommScope policy and of applicable laws, including, where appropriate, this Policy.
- 6.3.1.4 Accounting/Finance Department:** The Accounting and Finance Departments are responsible for maintaining and enforcing CommScope's accounting and recordkeeping policies, and maintaining CommScope's system of internal control to ensure that

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assets of CommScope are disbursed only as authorized by management, and that CommScope's books and records are accurate at all times. The appropriate regional or local Finance Department will ensure that CommScope only makes payments to Non-US Business Associates in compliance with approved contracts in effect between CommScope and the Non-US Business Associate under which CommScope is obligated to make such payments.

### 7.0 Term(s)/Definition(s)

- 7.1** "Sales Agent" means any third party engaged in an agency, sales representative, sales service or other similar relationship where the third party will be compensated for generating sales for CommScope.
- 7.2** "Other Compensated Agent" means any third party engaged in a consulting or agency relationship (other than as a Sales Agent), where the third party will be compensated for providing advice or services to CommScope.
- 7.3** "Distributor / Reseller" means any third party with a negotiated contract with CommScope under which CommScope sells products or services to such third party and such third party will resell those products or services to others. This term is intended to include "Direct Business Partners" in the CommScope Enterprise business segment, but not customers of CommScope that buy products and services under standard purchase order documents without any other formal written or oral agreements, even if later resold.
- 7.4** "Other Business Associate" means 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 knowledge and approval of CommScope, whether or not CommScope directly engages in any transactions with such third party. This term is intended to include "Indirect Business Partners" for the CommScope Enterprise business segment, but not customers of CommScope that buy products and services under standard purchase order documents without any other formal written or oral agreements, even if later resold.
- 7.5** "Proposer" means the CommScope employee who sponsors, proposes or recommends that CommScope enter into, extend, renew or expand a business relationship with a Non-US Business Associate.
- 7.6** "Applicant" means the Non-US Business Associate that proposes to enter into, extend, renew or expand a business relationship with CommScope.

### 8.0 Acronym(s)

#### 9.0 Form(s)

- 9.1** Exhibit A1 – Long Form Information Questionnaire for Non-US Business Associates.
- 9.2** Exhibit A2 – Short Form Information Questionnaire for Non-US Business Associates.



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9.3 Exhibit B - Due Diligence Checklist for Non-US Business Associates.

### 10.0 Related Addenda

10.1 Region/Designated Geographic Area

10.2 Country Specific

10.3 State Specific

10.4 Site Specific

### 11.0 Cross Reference

11.1 *CommScope Code of Ethics and Business Conduct*

11.2 *CommScope Anti-Corruption and FCPA Compliance Policy*

11.3 *Lay-Person's Guide to the FCPA Statute (June 2001)* see

<http://www.usdoj.gov/criminal/fraud/docs/dojdocb.html>

11.4 *Frequently Asked Questions: Foreign Corrupt Practices Act (FCPA)*

[http://home.commscope.com/esc/HRPolicies/Human%20Resources%20Policies%20and%20Procedures%20Index/FCPA%20FAQ%20\(SFODMS-6558198-v1\).pdf](http://home.commscope.com/esc/HRPolicies/Human%20Resources%20Policies%20and%20Procedures%20Index/FCPA%20FAQ%20(SFODMS-6558198-v1).pdf)

### 12.0 Disclaimer

12.1 CommScope reserves the right to modify, amend or deviate from this Policy, Procedure, Process or Guideline from time-to-time in its sole discretion, with or without notice, subject to applicable law.

### 13.0 Document History

Version Number (Ver. 1.0, etc.)	Effective Date	Name Business Group/Function Owner	Changes/ Approvals	Supersedes
Ver. 1.0	10/12/2009	Corporate Legal; Burk Wyatt	Policy Consolidation Project.	This policy replaces and supersedes any/all previous CommScope and/or Andrew policies related to the subject matter herein.