

M/A-COM TECHNOLOGY SOLUTIONS HOLDINGS
ANTI-CORRUPTION POLICY

I. POLICY'S PURPOSE AND SCOPE

It has been and continues to be the policy of M/A-COM Technology Solutions Holdings, Inc., including all of its affiliates and subsidiaries (collectively "M/A-COM" or the "Company"), to conduct its operations and activities inside and outside the United States in complete compliance with the letter and spirit of all applicable U.S. and foreign laws, including the Foreign Corrupt Practices Act (the "FCPA") and the Travel Act, as more fully described in this document (the "Policy").

As discussed in greater detail below, the consequences of failing to comply with this Policy are potentially disastrous for the Company and its employees. Therefore, it is each employee's and each Transaction Partner's responsibility to understand what may constitute a violation, and to proactively seek assistance and ask questions if he or she is either unsure of what this Policy requires or suspects a possible violation has occurred or may occur.

Our employees and Transaction Partners are expected to review this Policy and its attachments in detail, and to know and comply with their responsibilities under the Policy. In addition to the policies stated in Section III below, each employee and Transaction Partner is required to review and become familiar with the common types of "Red Flags" listed on Attachment A to this Policy. Such persons are also expected to be vigilant in watching out for, and to review and resolve, any "Red Flags" as may appear in the conduct of the Company's business with the help of the Company's Legal Department as needed to comply with this Policy. If such "Red Flags" appear, they may not be ignored, and must be further examined as needed to prevent a violation of law or this Policy before the transaction in question proceeds.

II. KEY CONCEPTS & DEFINITIONS

Company Personnel: Company officers, directors, and employees (including any employment agency or contract-basis personnel acting on behalf) of the Company, and any affiliate, subsidiary, or other entity controlled by the Company.

"Covered Recipient" Any (i) Foreign Official or (ii) child, spouse, or other close relative of a Foreign Official. This definition's broad scope is meant to encompass all persons who may be Foreign Officials or connected to Foreign Officials, and the Company's conduct with Covered Recipients should be exactly the same as it would be with Foreign Officials. "Foreign Official" is defined as an individual, regardless of rank or title, who is:

- an official or other employee of any non-U.S. government;
- an official or other employee of any agency, department, or instrumentality of (including companies or organizations owned or partially controlled by) a non-U.S. government;
- an official or other employee of any non-U.S. political party;
- a non-U.S. political party;
- an official or other employee of any public international organization;
- a candidate for non-U.S. political office; or
- a person acting in an official capacity for or on behalf of any of the above.

"FCPA" This is the U.S. law in this area that is likely to be most directly relevant to the Company's Employees and Transaction Partners. First, the FCPA's *Anti-Bribery Provisions* make it illegal for Employees or Transaction Partners to give anything of value to a foreign government official, political

party or political candidate in order to obtain or retain a business advantage. Second, the FCPA's *Accounting Provisions* require publicly traded companies to (1) maintain accurate books and records, (2) report transactions in reasonable detail, and (3) have adequate internal controls over accounting records and assets.

“Anything of Value” This term, as used in the FCPA, is broadly interpreted and includes not only cash but also:

- travel, meals, drinks, gifts lodging, shopping, transportation, or entertainment expenses;
- gift or sale of stock or other investment opportunities in other than an arm's length transaction for demonstrated fair market value (e.g., selling to a Covered Recipient at deflated prices or buying from a Covered Recipient at inflated prices);
- charitable, social, or political contributions.

“Red Flag” A Red Flag is any indication of a possible violation, or any fact or circumstance that could indicate an increased likelihood of a violation of the FCPA, the Travel Act, the Policy, or another country's anti-corruption laws. Examples of Red Flags are provided in Attachment A.

“Transaction Partner” A Transaction Partner is any joint venture partner, affiliate, supplier, distributor, broker, agent, contractor, consultant, or any other third party engaged to act on the Company's behalf in commercial matters outside of the U.S. or with respect to transactions with a Covered Recipient.

“Travel Act” This U.S. law prohibits *private* commercial bribery by individuals and companies, and criminalizes domestic and foreign bribery-related conduct that may fall outside the FCPA.

III. PROHIBITED AND RESTRICTED PAYMENTS

The following guidance is provided in order to help clarify what is, and what is not, permitted under the Policy and applicable US and foreign laws.

A. Meals, Other Business Courtesies, Lodging and Travel

Relevant Law: As outlined above, the FCPA permits the payment of reasonable and *bona fide* expenditures, such as travel and lodging expenses, incurred by or on behalf of Covered Recipients directly related to:

- the promotion, demonstration or explanation of products or services; or
- the execution or performance of a contract.

Business Meals: Provided the legitimate business purpose requirement is met, and the payment is otherwise permissible under the written laws of the country in which it is to be made, Company Personnel may provide business meals to Covered Recipients without written pre-approval, provided such business meals are valued at less than U.S. \$150 per person, reasonably adjusted for location and local business custom, and are not provided to the same individual more than four (4) times per year. Company Personnel must obtain prior approval from the Compliance Officer for all other meals to Covered Recipients (using the form in Attachment B).

Lodging and Travel: All Company Personnel must obtain prior approval from the Compliance Officer (using the form in Attachment B) for all travel and lodging involving a Covered Recipient.

All Other Business Courtesies: Company Personnel must obtain prior approval from the Compliance Officer (using the form in Attachment B) for all other permissible business courtesies involving a Covered Recipient, having a value of U.S. \$200 or greater per person and/or exceeding the frequency requirement (*i.e.*, no more than four (4) times to the same individual per year).

B. Gifts to Foreign Officials and Covered Recipients

In limited circumstances described herein, Company Personnel may give gifts to Covered Recipients. Generally, the gift must be connected to the promotion of the Company's products or services or a small token gift consistent with local custom. All gifts must be approved pursuant to the Policy. All gifts must be clearly and accurately reflected in expense reports, as well as in the Company's books and records as more fully described herein.

Provided all relevant conditions of these Procedures are met, Company Personnel may give a gift to Covered Recipients such as Company-branded items and other modest gift items with a value less than U.S. \$50 (e.g., hats, paper weights, USB devices, and other similar, inexpensive Company-branded items) in the normal course of business, so long as they are provided to the same person no more than four (4) times per year. Other than giving such inexpensive items in limited quantity and frequency as specified in the immediately preceding sentence, it is NOT permissible to provide gifts to Covered Recipients unless Company Personnel have first submitted a written request to the Compliance Officer seeking permission to make the gift (using the form in Attachment B) and received prior written approval from the Company's Legal Department.

C. "Facilitating Payments"

A Facilitating Payment is a small payment to a Covered Recipient necessary to expedite or secure performance of non-discretionary, routine governmental action that (i) the Covered Recipient ordinarily performs and (ii) the Company is entitled to under the laws of that country. Note, however, that in most countries Facilitating Payments are illegal. The Company therefore strongly discourages the use of Facilitating Payments without prior authorization from the Company's Legal Department.

Extraordinary Circumstance: The Company recognizes that Company Personnel operating outside of the U.S. might sometimes confront situations in which seemingly non-routine payments are demanded, without advance notice or disclosure, by Covered Recipients, quasi-government officials or persons claiming to exercise official authority ("Extraordinary Circumstances"), such as the following:

- You are stopped by police, military or paramilitary personnel, or militia (uniformed or not) at designated or other checkpoints or other places and payment is demanded as a condition of passage of persons or property;
- You are stopped at the airport by customs or passport control personnel or military personnel (uniformed or not) and payment is demanded for entry or exit of persons or property; or
- You are asked by persons claiming to be security personnel, immigration control, or health inspectors to pay for (or to avoid) an allegedly required inoculation or other similar procedure.

In these or other similar Extraordinary Circumstances, and where health or physical harm appears imminent, or where Company Personnel believe they or others may be in danger if payment is not made, or where Company Personnel believe that their property might be arbitrarily confiscated, damaged or otherwise compromised, such a payment may be made without prior approval by the Compliance Officer. In any such case, after such a payment is made and as soon as possible after the danger has passed, it must be reported to the Company's Legal Department so that it can be addressed and recorded appropriately in the Company's books and records.

Although such cases will typically fall outside of the FCPA's Anti-Bribery provision because the payments are not made for the purpose of obtaining or retaining business, they will nevertheless be analyzed for compliance with the FCPA's Accounting provisions.

D. Payments for Charitable and Political Contributions and Social Responsibility Programs

In some of the countries in which the Company does business, the local government may ask the Company to spend a certain amount of money on training of local personnel and/or social or community responsibility programs. In all cases described above, and in the case of all other charitable contributions, the Company must ensure that any payment for training, a community or social program, charitable contribution, political contribution or gift do not violate the FCPA, the Company's policies, or local law. Therefore, it is the Company's policy that such requests must be reviewed and approved in writing by the Company's Legal Department before such payment may be made (using the form in Attachment B).

IV. PENALTIES & DISCIPLINARY PROCEDURE

Violations of US laws such as the FCPA and the Travel Act, and of foreign anti-bribery laws and regulations, are serious matters and could result in significant criminal and/or civil penalties for the Company and for those individuals involved.

Bribery Violations: The Company could be subject to criminal penalties of up to \$2,000,000 USD per violation, or twice the benefit obtained by making a corrupt payment. Individuals could be subject to fines of up to \$250,000 USD per violation, or twice the benefit obtained, and face up to 5 years in prison for the same.

Potential additional penalties resulting from an FCPA violation could include (1) The Company being barred from doing business with the US government and (2) being ruled ineligible to receive export licenses.

Accounting Violations: Under the FCPA's accounting provisions, a publicly traded company can be subject to fines of up to \$25,000,000 USD. Individuals could face fines of up to \$5,000,000 USD, as well as imprisonment for up to twenty years.

Other U.S. and National Anti-Corruption Laws: Conduct that violates the FCPA also may give rise to liability for both the Company and the individual under other US laws (including the above-described Travel Act), as well as under the anti-corruption laws of the country in which the foreign official was bribed. Civil and criminal penalties under these laws may be much more severe than under the FCPA.

Notification Policy: U.S. and foreign laws may require the Company to notify the appropriate law enforcement authorities of evidence potentially indicating that a crime has been committed. The Company therefore notifies all Employees and Transaction Partners that it retains the right to

make those notifications to US and national law enforcement authorities that it deems appropriate and necessary under the circumstances.

Disciplinary Procedure: Failure to comply with this Policy will be grounds for termination or other disciplinary action.

V. QUESTIONS

Any questions concerning this Policy should be addressed to James Rame of the Legal Department at james.rame@macomtech.com or (978) 656-2656. Please also consult the helpful list of Frequently Asked Questions (Attachment C).

ATTACHMENT A

While not an exhaustive list, Transaction Partner Red Flags may include any of the following:

1. The Transaction Partner uses or submits inflated, inaccurate, or otherwise suspicious-looking invoices or requests reimbursement of extraordinary, poorly-documented, or last minute expenses;
2. The Transaction Partner has a history of improper payment practices or engaging in corrupt activities, or is the subject of media reports or industry reports questioning the Transaction Partner's ethics or business reputation;
3. The Transaction Partner has been debarred, suspended or otherwise disqualified from participating in government contracts;
4. The Transaction Partner or any of its owners, principals, officers or directors is under investigation, has been fined, indicted or convicted of bribery or other corruption-related offense;
5. The Transaction Partner request unusual payment in advance or prior to an award of a concession, contract or other business;
6. The Transaction Partner requests large contingency or "success" fees, or unusual bonus or special payments;
7. The Transaction Partner requests payment in cash, bearer instruments, to a numbered account, or to an account in the name of a different person;
8. The Transaction Partner requests payment in a different country or from their home, especially if it is a country with little banking transparency or that has no relationship to the transaction or the entities involved in the transaction;
9. The payment mechanism to be utilized is secretive or unusual or insists on use of or agreement to unusual or suspicious contracting procedures;
10. The Transaction Partner asks that a new customer be granted an excessive credit line;
11. The Transaction Partner has a family or business relationship with a Covered Recipient, particularly if that relationship is or could be in a position to direct business to the Company;
12. The Transaction Partner refuses to disclose its owners, partners, or principals, without a credible explanation, or insists that its identity remain confidential;
13. The Transaction Partner's business seems understaffed, ill-equipped, ill-staffed, lacking adequate physical facilities, inexperienced, inconveniently located, or otherwise not capable of undertaking its proposed relationship with the Company;
14. A business or banking reference of the Transaction Partner unreasonably refuses to answer questions, or provides problematic answers; or

15. The Transaction Partner is insolvent or has significant financial difficulties that would reasonably be expected to impact the venture;
16. The Transaction Partner displays ignorance of or indifference to local laws and regulations, the FCPA, other U.S. or foreign anti-corruption laws, or this Policy;
17. The termination of a business relationship with Transaction Partner by another entity was done under suspicious or inadequately explained circumstances.
18. The transaction occurs in, or relates to, a country, region, or industry where there is widespread corruption, or that has a history of bribes and kickbacks and those issues seem implicated in the present business interaction with a Transaction Partner;
19. A government customer recommends or insists on use of a particular intermediary or consultant in lieu of the Transaction Partner.
20. The Transaction Partner intends to rely heavily on political/government contacts to promote the Company's interests.

ATTACHMENT B
**Pre-Approval Request Form for Gifts, Business Courtesies, Meals, Lodging,
Travel & Entertainment Involving any Covered Recipient**

1. To whom is the gift, travel, lodging, and/or entertainment being given?

Name	Position	Organization/Company

- a. Is this individual a decision maker for his/her organization or does he/she influence decision makers?
YES NO
- b. Does this individual or their organization have regulatory authority over the Company?
YES NO
- c. Has this individual or their organization made any decisions with regard to the Company within the past 12 months? Is he/she expected to do so within the next 12 months?
YES NO

If yes, please explain.

- d. Has a gift, travel, lodging, or entertainment been provided to this individual within the calendar year?
YES NO

If yes, please provide a description of the gift, travel, lodging, and/or entertainment.

- e. Is the Company currently working on a project with the individual's agency/company?
YES NO

If yes, please provide a description of the project.

- f. Is the Company currently bidding or planning to bid within the next 12 months on new work for this agency/company?

YES

NO

If yes, please provide details.

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2. Date(s) of proposed travel, lodging, and/or entertainment

Start Date	End Date

3. Destination

Destination	
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4. Proposed Expenditures (Specify the name(s) of the person(s) for whom each expenditure is proposed.)

Flights	
Cost	
Class (economy/business/first)	Details
Journey Details (describe route)	

Train	
Cost	
Class (economy/business/first)	Details
Journey Details (describe route)	

Rental Car/Taxi Vouchers	
Cost	
If rental car, length of rental period	
If taxi vouchers, number to be issued	

Hotel	
Name	

Cost	
Duration Details (number of nights)	

Entertainment	
Type (describe)	
Venue(s)	
Cost	

Meals	
Hotel (number and combined cost)	
Outside Hotel (number and combined cost)	

Gifts (Please itemize.)	
Description of Gift(s)	
Market Value	
Cost	
Country in Which Gift(s) Will Be Given	

Others	
Additional Expenses	

5. Is there a contract with the entity or company that requires this expenditure?
 YES NO

(If yes, please append a copy of the relevant contract and note the applicable provision.)

6. Business Purpose of the Proposed Expenditures

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Please append any documentation that supports the business purpose of the proposed expenditures, such as a copy of a training course schedule.

7. Were these expenditures requested by anyone?
YES NO

If yes, please provide the following information about the requestor.

Name	Position	Organization/Company

8. Please insert below a brief description of why you are submitting this form, any known “red flags” with regard to this matter, and any other important details regarding the proposed expenditures

Requested By: _____

Date: _____

Approval

Legal Department _____

Send copy of completed and approved form to Accounting Department, Head of Accounting Controls.

To be answered by the Legal Department:

Gift, Business Courtesy, travel, meal, entertainment or other Payment are legal in location of the Company entity.
YES NO

Gift, Business Courtesy, travel, meal, entertainment or other Payment are legal in location where the Gift, Business Courtesy, travel, meal, entertainment or other Payment is to be made.
YES NO

ATTACHMENT C

FREQUENTLY ASKED QUESTIONS

Does the U.S. FCPA also apply to non-US citizens and to activities outside of the United States?

Yes. In fact, the FCPA particularly targets illegal activities outside the US. Individuals may be subject to U.S. jurisdiction with regard to the FCPA because they are employees of the Company, which is subject to the FCPA. Individuals also may be directly subject to U.S. law as U.S. permanent residents or US citizens, or because the relevant business is a U.S. listed securities issuer or incorporated in the United States.

If there is a conflict between U.S. law and the laws of a different jurisdiction in relation to application of the FCPA, which takes precedence?

The Company and all of the Company's Employees and Representatives, wherever located, are covered by the US FCPA. If there is a difference between the application of the U.S. FCPA and the laws of a different jurisdiction, the Company's FCPA Policy still covers all employees and you should comply with the Company FCPA Policy. If you have a question about a specific scenario, contact the Legal Department.

If the FCPA relates to bribing foreign officials, does this mean bribing someone who works for a private company is OK?

No. Improper payments between private company employees – sometimes called “commercial bribery” – is improper under U.S. law and violates the Company's Policy. For guidance on hospitality and gift-giving among private company employees, refer to the Company's publicly-available Code of Business Conduct and Ethics as posted at its website, www.macomtech.com.

What about payments to employees at a state-owned company? Do these violate the FCPA?

Yes, payments to employees of state-owned companies may violate the FCPA, as well as the Company's Policy, and likely also violate non-US local law. The FCPA views employees of many state-owned businesses as being employees of the governments that own them. Importantly, the FCPA may view a company as state-owned, and its employees as government officials, even if local law does not view that entity as state-owned. If you have questions about a specific company, please call the Legal Department.

What is the FCPA risk with distributors or suppliers? Why are distributors included in the Policy if they are not acting on our behalf like agents or consultants?

The Company may be liable under the FCPA and non-US laws if a distributor or supplier makes an improper payment, the Company knew of or was aware of a high probability of the payment, and the Company did not make appropriate efforts to prevent it from happening.

When evaluating whether to retain a sales agent in a certain country, the candidate claimed proudly to be the brother of the Minister of Industry. Is this a red flag?

Yes, for two reasons. First, the candidate may be a close relative of a government official in a position to “assist in obtaining or retaining business,” a key element under the FCPA. The

Company must ensure that the agent, if retained, does not seek to corruptly influence his relative on the Company's behalf. Second, the candidate's proud claim about his relation may suggest that he views this relationship as an asset for assisting the Company in obtaining or retaining business. In both cases, the risks of an FCPA concern are heightened because of this candidate's proximity to a government official, and you should consult with the Legal Department about the best way to proceed.

May The Company Transact Business with Government Entities?

Yes, the FCPA does not categorically bar the Company from engaging in legitimate business transactions with government entities, such as contracting for the delivery of various goods and services. The FCPA, instead, is focused on corrupt payments to individual government officials that are made in order to unfairly gain business opportunities. That said, the Company must at all times be very vigilant in supervising these relationships and gaining assurances that the government officials will comply with the FCPA. The Company may not enter into agreements with such entities or persons without completing the due diligence process and obtaining a review and written approval from the Legal Department .

Does any small payment qualify for the “facilitation payments” exception of the FCPA?

No. Even a very small payment, if made for the wrong thing or in the wrong way, can violate the FCPA. The exception permitted under the FCPA for “facilitation payments” is very narrow. For this reason the Company's Policy prohibits all such “facilitation payments,” except under circumstances implicating the health or safety of an employee, or with the express permission of the Legal Department.

What if my personal safety is in danger?

In circumstances involving threats to the health or safety of a Company employee, prior approval is not required before making a “facilitation payment.” However, a report must still be made to the Legal Department within five days of the event, so that the Company's books and records accurately reflect the transaction.

Is The Company Liable for the Acts of its Transaction Partners?

Yes, the Company may be liable for bribes made by both its U.S. and non-U.S. Transaction Partners acting on its behalf if the Company had prior knowledge of or should reasonably have known about the bribes. If the circumstances indicate that the Company “turned a blind eye” to conduct that violates the anti-bribery provisions of the FCPA, the Company is deemed to have knowledge of the unlawful conduct. All Employees have a duty to inquire when circumstances raise red flags.