

2010

COOPERATIVE MARKET DEVELOPMENT FUNDS POLICY

AMP NETCONNECT considers cooperative advertising an important aid to the sale of its products to the industry through Distributors. In recognition of this, AMP NETCONNECT has established a cooperative advertising fund for distribution activities in the United States in which Distributors can draw on this fund to support pre-approved advertising and promotional activities. This document outlines the program's general provisions and specific rules governing AMP NETCONNECT's participation and the basic requirements for each type of qualifying advertising and promotional activity. These rules must be followed carefully to ensure the Distributor's entitlement to reimbursement.

Approved Advertising and Promotional Activities

1. Catalog(s), Trade Magazine, Newspaper Ads, Yellow Pages Ads, and Interactive Material

- a. The AMP NETCONNECT logo type must appear prominently in the ad.
- b. At least one-half (50%) of the ad must be devoted to AMP NETCONNECT products or services. Competitive lines cannot be shown or listed, unless TEC reimbursement is limited to the proportionate amount of TEC content.
- c. All AMP NETCONNECT Trademarks must be identified as such within the ad. The AMP logo type should not be used as a word or part of a sentence. **
- d. All advertisements and promotional material should, whenever possible, feature the graphic elements provided by AMP NETCONNECT in "Clip-Art" form. **
- e. In multi-vendor catalogs, the Distributor will be reimbursed up to 100% of the AMP NETCONNECT share of the total catalog costs.

2. Direct Mail

- a. Mailers designed and printed by the Distributor must have the AMP NETCONNECT logo prominently displayed. The name "AMP NETCONNECT" must precede the product mentioned. **
- b. Competitive programs must not be mentioned, unless TEC reimbursement is limited to the proportionate amount of TEC content.
- c. Postage is not included in the Co-op program.

3. Advertising Specialties

- a. Imprinted items supplied by AMP NETCONNECT authorized suppliers qualify for Co-op reimbursement.
- b. All items purchased by the Distributor from other sources must have the AMP NETCONNECT logo prominently displayed. ** Competitive brands must not be mentioned, unless TEC reimbursement is limited to the proportionate amount of TEC content. Samples or photos must accompany claims.

4. Web Site Development

- a. AMP NETCONNECT will reimburse the Distributor for the costs for the original development or upgrade of a Web site (not to exceed Co-op allotment) if the following conditions are met:
- b. The AMP NETCONNECT logo is displayed prominently on the home page** and appropriate descriptive verbiage is included; and
- c. A hyperlink is established from the logo to AMP NETCONNECT's Web site at www.ampnetconnect.com.
- d. On-going monthly costs such as site-hosting charges, report generation or access charges are not reimbursable.

5. Trade Show Participation

- a. Distributor's request must be submitted in advance using the Co-op Approval/ Request Form. The Co-op funds can compensate for booth space assigned AMP NETCONNECT or the placing display panels which prominently AMP NETCONNECT logo type.
- b. All AMP NETCONNECT trademarks must be identified as trademarks (e.g. AMP NETCONNECT is a trademark). The form and type style used for the name "AMP NETCONNECT" and for the trademark must conform to the established corporate and division design standards. **

6. AMP NETCONNECT Tools

- a. Only select AMP NETCONNECT Copper Tools (limited to SL Termination Tools and ProCrimpers), Fiber Optic Tools (limited to Cleaning Kits 2064651-1,2,3, LightCrimp Plus Kits 1278118-4,5, and MTRJ Tool Kit 1278346-1 and Die Sets) that are used to install AMP NETCONNECT products listed in AMP NETCONNECT Product Catalog 82164 will qualify.
- b. Paid AMP NETCONNECT invoice and Distributor zero charge invoices to agreed-upon end customer will have to be supplied for processing of co-op credit back to distributor. Tooling reimbursements are dependent upon the availability of the tool and actual purchase during the plan year, January through December 2010. Purchases of the pre-approved tools after the last fiscal month end day of CY10 will be reimbursed from CY11 Co-Op funds if available.

7. Product Display Cases and Special Events

- a. All AMP NETCONNECT Products that are used by the Distributor to promote AMP NETCONNECT Systems in either an in-house display or trade show display will qualify. ** Pre-approval documentation must include a diagram of the display and a complete bill of materials. Certain AMP NETCONNECT-produced displays or demonstration kits may also qualify.
- b. A receipted invoice for the AMP NETCONNECT products purchased by an AMP NETCONNECT Distributor along with a photograph of the display must be submitted within forty five (45) days in order to receive reimbursement. The invoice and Co-op request form must clearly state that these products are for display purposes only.
- c. Products cannot be re-sold.

8. Technical/Training Seminars (Distributors, Customers, Contractors, Consultants)

- a. AMP NETCONNECT training provided by AMP NETCONNECT personnel or AMP NETCONNECT qualified and approved trainers at AMP NETCONNECT facilities, Distributor locations, or hotel convention rooms will qualify.
- b. Receipted invoices for the AMP NETCONNECT training must be submitted within thirty (30) days after the class in order to receive reimbursement.
- c. Travel expenses - mileage and other forms of travel to and from the class, and/or overnight hotel room and meal charges are not included in the Co-op program.

9. Business Related Entertainment

- a. Entertainment must be incidental to AMP NETCONNECT product promotion event; or event must be widely attended event co-sponsored with AMP NETCONNECT and include the use of AMP NETCONNECT signage. The product promotion agenda and a preliminary list of attendees must accompany the request for approval.
- b. Entertainment shall not extend to government officials or entities with government affiliations without prior written approval of AMP NETCONNECT.
- c. Attendance lists, including full names and company affiliations, must be submitted within thirty (30) days after event in order to receive reimbursement.

d. All expenditures must comply with Tyco Electronics' Guide to Ethical Conduct, Conflicts of Interest and Gift Giving policies.

10. Sales Contests

a. AMP NETCONNECT must agree to contest terms, including sales objectives for corporate offices or branches. Sales contest should be focused primarily on branch sales offices. Corporate office contests must be justified by sales/promotional efforts. Sales may only be counted toward one contest (branch or corporate, not both) and no duplication of awards is allowed. At the request of a Distributor, sales contest may be extended to authorized installers, subject to the reporting requirements of 10(c) below and subject to the requirement that no duplication of awards is allowed.

b. Prizes available up to \$1000 USD per individual participant; reimbursable through product credit, no cash payments or cash equivalents.

c. A report, with sufficient detail to validate the Distributor Purchases and POS sales which support the results of the contest must be submitted with the reimbursement request within 30 days of the contest end date.

d. All expenditures must comply with Tyco Electronics' Guide to Ethical Conduct, Conflicts of Interest and Gift Giving policies.

e. Distributor shall be solely responsible for compliance with applicable laws and regulations and any and all taxes or charges that may be levied or based on sales prizes.

11. Distributor Marketing Programs

a. Distributor sponsored Marketing Programs at which AMP NETCONNECT personnel are present and actively promoting the use of AMP NETCONNECT PRODUCTS (through the display of advertising/marketing material, product demonstrations, etc.) qualify for reimbursement. For Marketing Programs that are dedicated exclusively to AMP NETCONNECT Products, AMP NETCONNECT personnel need not be present, provided a description of the promotional activity is provided in advance.

b. When possible, reimbursement should be supported by actual receipts. However, in the event that cooperative funds are used to defray the general expense of such a program and specifically allocated receipts are not available, then reimbursement of a reasonable amount (taking into account the promotional benefit to TEC) shall be allowed without specific receipts, subject to prior approval by the BU Controller. A digital photo of the display, a copy of the brochure or promotion material, or similar documentation and confirmation by AMP NETCONNECT personnel of AMP NETCONNECT participation in the program is required.

THE US AMP NETCONNECT COOPERATIVE MARKETING DEVELOPMENT FUNDS AND THE REIMBURSEMENT RULES MAY NOT BE AMENDED BY DISTRIBUTOR OR ANY AMP NETCONNECT SALES AND MARKETING PERSONNEL. AMP NETCONNECT RETAINS THE RIGHT TO TERMINATE OR MODIFY THE COOPERATIVE MARKETING DEVELOPMENT FUNDS POLICY WITH THIRTY (30) DAYS NOTICE.

***Please comply with AMP NETCONNECT and Tyco Electronics Graphic Standards. AMP NETCONNECT logos and graphics standards are available on the AMP NETCONNECT Extranet: specs.ampnetconnect.com, under "Promos".*