

**UNITED STATES OF AMERICA  
BEFORE THE FEDERAL TRADE COMMISSION**

**COMMISSIONERS:** **Rebecca Kelly Slaughter, Acting Chair  
Noah Joshua Phillips  
Rohit Chopra  
Christine S. Wilson**

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**In the Matter of** )  
 )  
 ) **Docket No. C-**  
**Broadcom Inc.,** )  
 **a corporation.** )

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**DECISION AND ORDER**

The Federal Trade Commission (“Commission”) initiated an investigation of certain acts and practices by Respondent Broadcom Inc. The Commission’s Bureau of Competition prepared and furnished to Respondent the Draft Complaint, which it proposed to present to the Commission for its consideration. If issued by the Commission, the Draft Complaint would charge Respondent with a violation of Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45.

Respondent and the Bureau of Competition executed an Agreement Containing Consent Order (“Consent Agreement”) containing (1) an admission by Respondent of all the jurisdictional facts set forth in the Draft Complaint, (2) a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by Respondent that the law has been violated as alleged in the Draft Complaint, or that the facts as alleged in the Draft Complaint, other than jurisdictional facts, are true, (3) waivers and other provisions as required by the Commission’s Rules, and (4) a proposed Decision and Order.

The Commission considered the matter and determined that it had reason to believe that Respondent has violated the said Acts, and that a complaint should issue stating its charges in that respect. The Commission accepted the Consent Agreement and placed it on the public record for a period of 30 days for the receipt and consideration of public comments; at the same time, it issued and served its Complaint. The Commission duly considered any comments received from interested persons pursuant to Commission Rule 2.34, 16 C.F.R. § 2.34. Now, in further conformity with the procedure described in Rule 2.34, the Commission makes the following jurisdictional findings,

1. Respondent Broadcom is a corporation organized, existing, and doing business under, and by virtue of, the laws of the State of Delaware with its executive

offices and principal place of business located at 1320 Ridder Park Drive, San Jose, California 95131.

2. The Commission has jurisdiction over the subject matter of this proceeding and over Respondent, and the proceeding is in the public interest.

## **ORDER**

### **I. Definitions**

**IT IS HEREBY ORDERED that**, as used in this Order, the following definitions apply:

- A. “Broadcom” means Broadcom Inc., its directors, officers, employees, agents, representatives, successors, and assigns; and the joint ventures, subsidiaries, partnerships, divisions, groups, and affiliates controlled by Broadcom Inc., and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- B. “Antitrust Compliance Officer” means the person appointed or retained to supervise Respondent’s antitrust compliance program described in Paragraph III.A. of this Order.
- C. “Antitrust Laws” means the Federal Trade Commission Act, as amended, 15 U.S.C. § 41 et seq., the Sherman Act, 15 U.S.C. § 1 et seq., and the Clayton Act, 15 U.S.C. § 12 et seq.
- D. “Broadband Device” means a hardware device, including a modem, gateway, embedded multimedia terminal adapter, passive optical network (“PON”) terminal, or router, used by a consumer to connect one or more electronic devices to broadband internet service via a cable, fiber optic, or digital subscriber line network.
- E. “Broadcast Set Top Box” means:
  1. a Set Top Box that uses a broadcast interface (e.g., QAM, QPSK, 8PSK, DVB-T) to access subscription video services provided by a Service Provider, whether or not the Set Top Box is also capable of decoding Internet Protocol (“IP”) signals to access video services, with the following exception: a Set Top Box that is capable of decoding IP signals and has a broadcast interface that decodes only terrestrial (such as DVB-T) signals is not a Broadcast Set Top Box; or
  2. any Set Top Box identified in Appendix D.

For the avoidance of doubt, any Set Top Box that uses a broadcast interface other than a terrestrial interface is a Broadcast Set Top Box.
- F. “Competitor” means a person other than Broadcom that manufactures (or has manufactured) any Product or sells any Product to Customers.
- G. “Customer” means (i) a U.S. Service Provider, or (ii) an OEM.
- H. “Customer Device” means a Set Top Box or Broadband Device for use by an end user to access subscription video or internet connectivity services from a Service Provider.
- I. “Customer Device Category” means any group of Customer Devices that share one or more of the following characteristics: (i) type of Device (e.g., Set Top Box or Broadband

Device), (ii) connectivity technology (e.g., cable, fiber optic, digital subscriber line (xDSL or copper), satellite), or (iii) a technological generation of Customer Devices (e.g., 4K or 8K video capability, DOCSIS 3.1 or 4.0, Wifi 5 (802.11ac), or Wifi 6 (802.11ax)).

- J. “Customer Device Model” means a set of Customer Devices in which all individual units are identical and fully interchangeable and sold to only one Service Provider.
- K. “Derivative” means a variation of a Customer Device Model that uses the same Product SOC die number and is part of the same single tender process (request for quotation, request for proposal, or similar solicitation) as the Customer Device Model but which may contain different components or functionalities requested by the Customer. For purpose of this definition, a Product SOC die number means a unique number assigned to the die for an SOC.
- L. “DOCSIS” means Data Over Cable Service Interface Specifications.
- M. “Executive and Sales and Marketing Staff” means the Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer of Respondent (or their equivalent positions regardless of job title); the General Managers and Vice Presidents of Respondent (or their equivalent positions regardless of job title) whose duties relate to the marketing, promotion, or sale of any Product; and the employees of Respondent whose duties relate primarily to the marketing, promotion, or sale of any Product.
- N. “Forecasted Requirements” means Respondent’s good faith expectation, at the time a purchase requirement for a Customer is established, of a Customer’s total Requirements from all suppliers, based on information reasonably available to Respondent, including any information provided by the Customer to Respondent.
- O. “Grouping” means (i) a subset of a Product that is used in a Customer Device Category (“Product Subset”) or (ii) a group of Product Subsets.
- P. “Legacy Service Provider Contract” means a contract between Respondent and a U.S. Service Provider that includes the sale or Purchase of a Product and expires no later than February 28, 2022. For the avoidance of doubt, a contract with an initial term that expires no later than February 28, 2022, but allows for renewal, is a Legacy Service Provider Contract only for the period prior to February 28, 2022.
- Q. “Majority Share Requirement” means an absolute or conditional requirement, whether formal or informal, with respect to a Product or Grouping, that a Customer, over the time period of the relevant requirement:
  - 1. Purchase from Respondent more than 50% of the Customer’s Requirements, whether in volume or dollars, or Purchase from Respondent a minimum volume of units Worldwide or for Customer Devices for end users in the United States if that minimum is more than 50% of applicable Forecasted Requirements for the Customer;
  - 2. Purchase a dollar amount from Respondent Worldwide or for Customer Devices for end users in the United States if that will require the Customer to Purchase more than 50% of its applicable Forecasted Requirements from the Respondent;or

3. Refrain from Purchasing from a Competitor; refrain from researching, designing, developing, testing, manufacturing, producing, distributing, marketing, promoting, or selling a Customer Device that contains a Competitor's Product; limit the volume of a Competitor's Product that the Customer may Purchase, or limit the amount the Customer may spend Purchasing the Product or Grouping from a Competitor,
- provided, however*, a requirement that a Customer Purchase an amount of a Product or Grouping from the Respondent that is no more than 50% of Respondent's Forecasted Requirements for the Customer, without more, shall not qualify as conduct falling under this Paragraph I.Q.3.
- R. "Non-Price Advantage" means an advantage that is not a Price Advantage, for example preferential Product Support Terms, lead-times, warranties, allocation, supply, delivery, or inventory levels, whether related to future or past sales by Respondent.
- S. "OEM" means a person that designs or manufactures Customer Devices who is not a Service Provider.
- T. "Past Award For Streaming SOCs" means an agreement, contract or contract term governing the Purchase of SOCs for Streaming Set Top Boxes (the "relevant SOCs") if the relevant SOCs are Purchased by:
1. A U.S. Service Provider that either (a) prior to the date this Order is issued, selects the relevant SOCs for use in a Customer Device Model, or (b) has a Legacy Service Provider Contract and, prior to the expiration of that contract, selects the relevant SOCs for use in a Customer Device Model; or
  2. An OEM for use in a Customer Device Model for a U.S. Service Provider that either (a) prior to the date this Order is issued, selects the relevant SOCs for use in a Customer Device Model, or (b) has a Legacy Service Provider Contract and, prior to the expiration of that contract, selects the relevant SOCs for use in a Customer Device Model.
- U. "Price Advantage" means a payment, discount, discounted price, or rebate.
- V. "Primary Product" means a product identified on Appendix A of this Order.
- W. "Primary Product Grouping" means a Grouping of Primary Products.
- X. "Product" means a Primary Product or a Secondary Product.
- Y. "Product Support Terms" means the terms upon which Respondent provides any service, assistance, information, or other product support to a Customer, including (i) design and bid support, including in responding to requests for information, proposals or quotations; (ii) engineering support, including in relation to early technology access and product development, testing, qualification, and interoperability; (iii) aftermarket engineering support services, including in relation to warranty support, bug fixes, and firmware or software upgrades or updates.
- Z. "Purchase" or "Purchasing," means purchase, source, bid, specify, use, or take-or-pay for.

- AA. “Retroactive Advantage” means a Price Advantage or Non-Price Advantage that is provided to a Customer based upon the Customer’s purchases of a Product reaching a specified threshold (in units, revenues, share, or any other measure), but excluding any Price Advantage or Non-Price Advantage provided to the Customer only with respect to the Customer’s purchases of a Product beyond such a specified threshold. By way of example, a discount of X% on all units if sales exceed Y units (including on the units sold up to and including Y) is a Retroactive Advantage, while a discount of X% on all units sold that are in excess of Y (but not on those units sold up to and including Y) is not a Retroactive Advantage.
- BB. “Requirements” means a Customer’s requirements of a Product or Grouping for use (a) Worldwide or (b) in Customer Devices for end users in the United States.
- CC. “Retention Custodians” means Respondents’ officers and employees serving in the positions listed on Nonpublic Appendix C.
- DD. “Secondary Product” means a product identified on Appendix B of this Order.
- EE. “Secondary Product Grouping” means a Grouping of Secondary Products.
- FF. “Service Provider” means a provider of subscription video or internet connectivity services, such as a telecommunications network operator or a provider of cable service.
- GG. “Set Top Box” means a hardware device that converts external source signals into video content for a television, whether such video content is transmitted via cable, satellite, or IP technologies.
- HH. “SOC” means an integrated circuit that serves as the core component within, and directs functions and features of, a Customer Device.
- II. “Streaming Set Top Box” means (i) a Set Top Box that is capable of decoding Internet Protocol (“IP”) signals to access video services provided by a Service Provider or other third party and that does not contain a broadcast interface to access subscription video services provided by a Service Provider, or (ii) a Set Top Box that is capable of decoding IP signals and terrestrial (such as DVB-T) signals but not other broadcast signals.
- JJ. “U.S. Service Provider” means a Service Provider that serves end users in the United States.
- KK. “Worldwide” means the entire world excluding the People’s Republic of China.

## II. Majority Share Requirements

**IT IS FURTHER ORDERED** that in connection with the sale of a Product in or affecting commerce, as “commerce” is defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44, Respondent shall cease and desist from, directly or indirectly, or through any corporate or other device:

- A. Entering into, maintaining, or enforcing an agreement, contract, understanding, term, condition, or policy that imposes upon a Customer or commits a Customer to a Majority Share Requirement for a Primary Product or Primary Product Grouping, including by:

1. Conditioning sale of a Primary Product on a Majority Share Requirement for such Primary Product;
2. Conditioning a Price Advantage or Non-Price Advantage for a Primary Product on a Majority Share Requirement for such Primary Product;
3. Conditioning a flat or lump sum payment of monies (or any other item of pecuniary value) on the Customer implementing a Majority Share Requirement for a Primary Product or Primary Product Grouping; or
4. Providing a Retroactive Advantage for a Customer's Purchases of a Primary Product,

*Provided*, and for the avoidance of doubt, the fact that a Customer Purchases from Respondent more than 50% of the Customer's Requirements for a Primary Product or Primary Product Grouping Worldwide or for use in Customer Devices for end users in the United States does not, without more, establish a violation of this Paragraph II.A.,

*Provided, further*, and for the avoidance of doubt, the fact that a Customer classifies or refers to Respondent as an "authorized" or "preferred" provider (or a similar term), where such classification or reference does not impose upon the Customer or commit the Customer to a Majority Share Requirement for a Primary Product or Primary Product Grouping, does not, without more, establish a violation of this Paragraph II.A.,

*Provided, further*, and for the avoidance of doubt, tiered, volume-based discounts or rebates that are not Retroactive Advantages, are not, without more, prohibited by this Paragraph II.A.,

*Provided, further*, it is not a violation of this Paragraph II.A. for Respondent to achieve, continue, maintain, or enter into a Majority Share Requirement in a bid as part of a single tender process (that is, a single request for proposal, request for quotation, or similar solicitation) so long as (i) the Majority Share Requirement applies only to a Primary Product or Primary Product Grouping for use in a single Customer Device Model or a single Customer Device Model and Derivatives thereof, (ii) Respondent does not bid for more business than a Customer has asked Respondent to bid for within the tender process, and (iii) Respondent does not seek to impose a Majority Share Requirement on a larger volume of Primary Products or Primary Product Groupings than the Customer seeks to award to Respondent within the tender process,

*Provided, further*, it is not a violation of this Paragraph II.A. for Respondent and a Customer to agree to a Majority Share Requirement for a model of a Primary Product ("the EOL model") so long as (i) Respondent's ordinary-course roadmaps and planning documents reflect that the model is reaching the end of its ordinary-course lifecycle and that Respondent plans to discontinue the EOL model in the ordinary course; (ii) Respondent has sent written notice to Customers who use the EOL model informing them that the EOL model is reaching the end of its ordinary-course lifecycle and stating the date on which Respondent plans to discontinue the model ("discontinuation date"); (iii) the Customer requests that Respondent continue producing the model after the

discontinuation date; and (iv) the Majority Share Requirement that Respondent and the Customer agree to (a) begins on or after the discontinuation date, (b) is limited to the EOL model, and (c) is no broader than reasonably necessary to justify Respondent producing the EOL model after the discontinuation date for the period that the Customer requests that Respondent continue to produce the EOL model, and

Finally, for the avoidance of doubt, Paragraph II.A. does not prohibit Respondent from seeking to sell to a Customer a volume of Products that in total amounts to more than 50% of the Customer's Requirements for a Primary Product or a Primary Product Grouping so long as the Respondent seeks to sell the relevant Products in a manner that does not violate this Paragraph II.A.

B. Engaging in the following with respect to a Customer:

1. Conditioning the sale of a Primary Product, or any Price Advantage or Non-Price Advantage for a Primary Product, on a Majority Share Requirement for a different Primary Product, a Secondary Product, a Primary Product Grouping or a Secondary Product Grouping; or
2. Breaching or threatening to breach a Past Award For Streaming SOCs for the purpose, in whole or in meaningful part, of inducing or coercing the Customer to enter into a new Majority Share Requirement for any SOCs for Streaming Set Top Boxes, including breaching or threatening to breach Product Support Terms of a Past Award For Streaming SOCs.

C. Engaging in the following with respect to a Customer:

1. Threatening to, or taking any action to:
  - a. terminate, suspend, or delay the sale or delivery of a Primary Product, or
  - b. withdraw or modify a Price Advantage or Non-Price Advantage for a Primary Product;
2. Offering or providing less favorable Price Advantages or Non-Price Advantages for a Primary Product than Respondent would have otherwise proposed or provided; or
3. Refusing to deal or threatening to refuse to deal with the Customer on terms and conditions generally available to other Customers for a Primary Product;

for the reason, in whole or meaningful part, that (i) the Customer does not agree to a Majority Share Requirement that violates this Order, (ii) the Customer does not acquiesce in Respondent achieving, continuing, or maintaining a Majority Share Requirement that violates this Order; or (iii) Respondent seeks to retaliate against the Customer because the Customer has engaged in, or considered engaging in, the research, design, development, testing, manufacture, production, distribution, Purchase, marketing, promotion, or sale of any Customer Device that uses a Product that is or will be manufactured or supplied by a Competitor (collectively "Prohibited Reasons");

For the avoidance of doubt, it is not a violation of this Paragraph II.C. for Respondent to take an action, including one of the following actions, if taken for

independent, verifiable business reasons unrelated to one or more Prohibited Reasons:

- a. enforcing the terms of an agreement with a Customer that do not otherwise violate this order, for example, terms requiring prompt payment;
- b. offering a Customer terms and conditions that Respondent offers to other, similarly situated Customers (or offering a Customer terms and conditions different from those that Respondent offers to other Customers that are not similarly situated to the Customer);
- c. implementing or offering a volume-based discount or rebate that is not a Retroactive Advantage; or
- d. making product allocations among Customers when Respondent does not have the practical ability to supply a Product to all Customers in the quantities and on the timeframes they have requested.

D. Notwithstanding any other provision of this Order, it shall not be a violation of this Order for Respondent to enforce a Majority Share Requirement in a Legacy Service Provider Contract until the earlier of termination of the contract or February 28, 2022, if:

1. Within 5 days of issuance of this Order, Respondent notifies each Customer with a Legacy Service Provider Contract of the Customer's right to terminate its Legacy Service Provider Contract, without penalty or charge under the terms of such contract, by providing a copy of this Order and Exhibit C to such Customer; and
2. The Customer does not terminate such Legacy Service Provider Contract by providing Respondent with 10 days' written notice of the intent to terminate the contract. The right to terminate shall expire 60 days after the date on which Respondent provides the notice pursuant to Paragraph II.D.1. above.

### **III. Compliance Program**

**IT IS FURTHER ORDERED** that:

- A. Respondent shall design, maintain, and operate an antitrust compliance program to ensure compliance with this Order and the Antitrust Laws, and as part of such program shall:
1. No later than 30 days from the date this Order is issued, appoint or retain an Antitrust Compliance Officer to supervise Respondent's antitrust compliance program (Respondent may replace the Antitrust Compliance Officer with another person at any time);
  2. Upon issuance of this Order, provide in-person or online training concerning Respondent's obligations under this Order and an overview of the Antitrust Laws as they apply to Respondent's activities to Respondent's Executive and Sales and Marketing Staff:



- a. No later than 30 days after this Order is issued,
- b. No later than 30 days after an employee first becomes Executive and Sales and Marketing Staff, and
- c. At least annually;

*Provided, however,* that if at the time the Order is issued Respondent has in place a program for training employees with regard to its Commitments with the European Commission in Case AT.40608, then Respondent can provide its first annual training under this Order so as to coincide with the training regarding its Commitments, and thereafter provide training on an annual basis from the date of such training.

3. Maintain policies and procedures for:
  - a. Executive and Sales and Marketing Staff to ask questions about, and report violations of, this Order and the Antitrust Laws confidentially and without fear of retaliation of any kind,
  - b. Disciplining Executive and Sales and Marketing Staff for failure to comply with this Order and the Antitrust Laws, and
  - c. The retention of documents and records sufficient to record Respondent's compliance with its obligations under this Paragraph III., including records showing that Executive and Sales and Marketing Staff have received all trainings required under this Order during the preceding two years.

B. Respondent shall:

1. Deliver a letter in the form of Exhibit A and a copy of this Order to each Customer that has a current contract for a Product with Respondent within 10 days of the date this Order is issued (except for Customers with a Legacy Service Provider Contract to whom Respondent has provided notice pursuant to Paragraph II.D. of this Order);
2. Deliver a letter in the form of Exhibit B to each OEM that bids to supply or supplies Customer Devices to a U.S. Service Provider and each U.S. Service Provider, to whom Respondent did not deliver either a letter pursuant to Paragraph III.B.1. or notice pursuant to Paragraph II.D. of this Order, no later than 10 days after the Customer completes Respondent's onboarding process that, *inter alia*, validates that the Customer is authorized to purchase Products from Respondent; and
3. Permit any Customer to whom Respondent is required to provide a letter under Paragraph III.B.2. and who wishes to terminate an agreement with Broadcom because the Customer believes it violates this Order, to terminate such agreement via written notice and without penalty or charge, if the Customer delivers the written notice no later than 60 days after Broadcom delivers to the Customer the letter required under Paragraph III.B.2.

#### **IV. Compliance Reports**

**IT IS FURTHER ORDERED** that Respondent shall file verified written reports (“Compliance Report”) in accordance with the following:

- A. Respondent shall submit an interim Compliance Report 60 days after the date this Order is issued and an annual Compliance Report one year after the date this Order is issued and annually for the next nine years on the anniversary of that date; and additional Compliance Reports as the Commission or its staff may request.
- B. Each Compliance Report shall contain sufficient information and documentation to enable the Commission to determine independently whether Respondent is in compliance with the Order. Conclusory statements that Respondent has complied with its obligations under the Order are insufficient. Respondent shall include in its reports, among other information or documentation that may be necessary to demonstrate compliance:
  - 1. The name, title, business address, e-mail address, and business telephone number of the Antitrust Compliance Officer;
  - 2. A list of all persons who received the notice required by Paragraph III.B.1. or III.B.2. of this Order, together with proof of service of the notice; and
  - 3. A copy of each agreement or other document that contains or reflects a Majority Share Requirement for (a) a Primary Product or (b) a Secondary Product sold to a Customer that also purchases a Primary Product.
- C. For a period of 5 years after filing a Compliance Report, Respondent shall retain the following documents that are within the custody or control of Respondent’s Retention Custodians and contain relevant information concerning whether or not Respondent is fulfilling or has fulfilled its obligations under this Order: written communications with any third party identified in the Compliance Report, and non-privileged internal memoranda and reports. Respondent shall provide copies of these documents to Commission staff upon request.
- D. Respondent shall verify each Compliance Report in the manner set forth in 28 U.S.C. § 1746 by the Chief Executive Officer or another officer or employee specifically authorized to perform this function. Respondent shall submit an original and 2 copies of each Compliance Report as required by Commission Rule 2.41(a), 16 C.F.R. § 2.41(a), including a paper original submitted to the Secretary of the Commission and electronic copies to the Secretary at [ElectronicFilings@ftc.gov](mailto:ElectronicFilings@ftc.gov) and to the Compliance Division at [bccompliance@ftc.gov](mailto:bccompliance@ftc.gov); provided, however, that Respondent need only file electronic copies of the 60-day report required by Paragraph IV.A. of this Order.

#### **V. Change in Respondent**

**IT IS FURTHER ORDERED** that Respondent shall notify the Commission at least 30 days prior to:

- A. The dissolution of Broadcom Inc.;
- B. The acquisition, merger, or consolidation of Broadcom Inc.; or

- C. Any other change in Respondent, including assignment and the creation, sale, or dissolution of subsidiaries, if such change might affect compliance obligations arising out of this Order.

## **VI. Access**

**IT IS FURTHER ORDERED that**, for purposes of determining or securing compliance with this Order, and subject to any legally recognized privilege, upon written request and 10 business days' notice to Respondent, made to its principal place of business as identified in this Order, registered office of its United States subsidiary, or its headquarters office, Respondent shall, without restraint or interference, permit any duly authorized representative of the Commission:

- A. Access, during business office hours of Respondent and in the presence of counsel, to all facilities and access to inspect and copy all business and other records and all documentary material and electronically stored information as defined in Commission Rules 2.7(a)(1) and (2), 16 C.F.R. § 2.7(a)(1) and (2), in the possession or under the control of Respondent related to compliance with this Order, which copying services shall be provided by Respondent at the request of the authorized representative of the Commission and at the expense of Respondent; and
- B. To interview officers, directors, or employees of Respondent, who may have counsel present, regarding such matters.

## **VII. Term**

**IT IS FURTHER ORDERED that** this Order shall terminate 10 years from the date it is issued.

By the Commission

April J. Tabor  
Acting Secretary

SEAL:

ISSUED:

**APPENDIX A**  
**Primary Products**

<b>Product</b>	<b>Description</b>
SOCs for DSL Broadband Devices	An integrated circuit that serves as the core component within, and directs functions and features of, a Broadband Device that accesses internet service via a digital subscriber line (DSL) network.
SOCs for Fiber Broadband Devices	An integrated circuit that serves as the core component within, and directs functions and features of, a Broadband Device that accesses internet service via a fiber optic network.
SOCs for Broadcast Set Top Boxes	An integrated circuit that serves as the core component within, and directs functions and features of, a Broadcast Set Top Box.

**APPENDIX B**  
**Secondary Products**

<b>Product</b>	<b>Description</b>
SOCs for Cable Broadband Devices	An integrated circuit that serves as the core component within, and directs functions and features of, a Broadband Device that accesses internet service via a cable (DOCSIS) network.
Front End Chips for Set Top Boxes or Broadband Devices	An integrated circuit that converts incoming analog signals to digital signals to be read by the SOC in a Set Top Box or Broadband Device.
WiFi Chips for Set Top Boxes or Broadband Devices	An integrated circuit that enables Set Top Boxes or Broadband Devices to connect to wireless networks.
SOCs for Streaming Set Top Boxes	An integrated circuit that serves as the core component within, and directs functions and features of, a Streaming Set Top Box.

**NONPUBLIC APPENDIX C**  
**Retention Custodians**

The persons serving in the following positions (or their equivalent positions regardless of job title) are Retention Custodians:

**Corporate Executives**

1. Chief Executive Officer
2. Chief Operating Officer

**Set Top Box and Cable Modem Business Unit**

3. Senior Vice President & General Manager, STB
4. Vice President of Marketing, STB
5. Vice President of Operator Marketing, STB

**Broadband Carrier Access Business Unit**

6. Senior Vice President & General Manager, BCA
7. Vice President of Marketing, BCA

**Sales**

8. Vice President of Broadband Sales
9. Vice President of Americas Sales

**APPENDIX D**  
**Broadcast Set Top Boxes**

The following Set Top Box models are included within the definition of “Broadcast Set Top Box”:

1. Dish Joey 3,
2. Dish Joey 4,
3. DirecTV C61,
4. DirecTV C61K,
5. Comcast Xi3,
6. Verizon IPC1100, and
7. Verizon IPC4100.

**EXHIBIT A**  
**Letter to Customers**

[Broadcom letterhead]

[Name and address of Customer]

Dear [name of Customer]:

Broadcom is required to send you this notice by the FTC's Decision and Order in *In re Broadcom Inc.*, C-xxxx. The Decision and Order reflects a settlement without litigation between the FTC and Broadcom and does not constitute an admission by Broadcom that it has violated the law or that any of the facts alleged by the FTC regarding Broadcom's conduct are true. Attached is a copy of the Order. You also may read and download a copy of the Order from the FTC's website at [web link to case on FTC website]. Broadcom's obligations under the Order are set out in Paragraph II. of the Order. Capitalized terms used in the Order are defined in Paragraph I. of the Order. All capitalized terms in this letter refer to terms defined in the Order. **Please read the Order carefully. If anything in this letter conflicts with the terms in the Order, the terms in the Order apply.**

Generally, the Order prohibits Broadcom from requiring you to purchase from Broadcom more than 50% of your requirements for certain components used in certain Set Top Boxes and Broadband Devices, subject to the exceptions set forth in the Order. For the term of the Order, this prohibition applies to your existing agreements with Broadcom and to any new agreements you enter with Broadcom. The Order also prohibits Broadcom from conditioning the sale of certain components to you (or price or non-price advantages for those components) on you purchasing more than 50% of your requirements for certain other components from Broadcom, subject to the limitations in the Decision and Order. Finally, the Order prohibits Broadcom from retaliating against customers for using an alternative source of any relevant component.

If you have concerns in the future about whether Broadcom is complying with its obligations under the Order, you may contact us, the FTC, or both. You may contact Broadcom through the [sales] staff with whom you do business, or contact our corporate offices directly by phoning or e-mailing [name] at [phone number and e-mail address]. You may contact the FTC by phoning or e-mailing [name] at [phone number and e-mail address].

Sincerely,

[name and title]



## EXHIBIT B

### Letter to New Customers

[Broadcom letterhead]

[Name and address of Customer]

Dear [name of Customer]:

Broadcom is required to send you this notice by the FTC's Decision and Order in *In re Broadcom Inc.*, C-xxxx. The Decision and Order reflects a settlement without litigation between the FTC and Broadcom and does not constitute an admission by Broadcom that it has violated the law or that any of the facts alleged by the FTC regarding Broadcom's conduct are true. You may read and download a copy of the Order from the FTC's website at [web link to case on FTC website]. Broadcom's obligations under the Order are set out in Paragraph II. of the Order. Capitalized terms used in the Order are defined in Paragraph I. of the Order. All capitalized terms in this letter refer to terms defined in the Order. **Please read the Order carefully. If anything in this letter conflicts with the terms in the Order, the terms in the Order apply.**

Generally, the Order prohibits Broadcom from requiring you to purchase from Broadcom more than 50% of your requirements for certain components used in certain Set Top Boxes and Broadband Devices, subject to the exceptions set forth in the Order. The Order also prohibits Broadcom from conditioning the sale of certain components to you (or price or non-price advantages for those components) on you purchasing more than 50% of your requirements for certain other components from Broadcom, subject to the limitations in the Decision and Order. Finally, the Order prohibits Broadcom from retaliating against customers for using an alternative source of any relevant component. These prohibitions apply for the term of the Order to agreements you enter with Broadcom for the covered products, either now or going forward.

You are receiving this letter because Broadcom considers you a new customer for the covered products. If you believe the terms of your customer agreement with Broadcom do not comply with the Order, **you have the right within 60 days of your receipt of this letter to terminate that agreement without penalty or charge.** In addition, if you have concerns in the future about whether Broadcom is complying with its obligations under the Order, you may contact us, the FTC, or both. You may contact Broadcom through the [sales] staff with whom you do business, or contact our corporate offices directly by phoning or e-mailing [name] at [phone number and e-mail address]. You may contact the FTC by phoning or e-mailing [name] at [phone number and e-mail address].

Sincerely,

[name and title]

**EXHIBIT C**  
**Letter to Customers with Legacy Service Provider Contracts**

[Broadcom letterhead]

[Name and address of Customer]

Dear [name of Customer]:

Broadcom is required to send you this notice by the FTC's Decision and Order in *In re Broadcom Inc.*, C-xxxx. The Decision and Order reflects a settlement without litigation between the FTC and Broadcom and does not constitute an admission by Broadcom that it has violated the law or that any of the facts alleged by the FTC regarding Broadcom's conduct are true. Attached is a copy of the Order. You also may read and download a copy of the Order from the FTC's website at [web link to case on FTC website]. Broadcom's obligations under the Order are set out in Paragraph II. of the Order. Capitalized terms used in the Order are defined in Paragraph I. of the Order. All capitalized terms in this letter refer to terms defined in the Order. **Please read the Order carefully. If anything in this letter conflicts with the terms in the Order, the terms in the Order apply.**

Generally, the Order prohibits Broadcom from requiring you to purchase from Broadcom more than 50% of your requirements for certain components used in certain Set Top Boxes and Broadband Devices, subject to the exceptions set forth in the Order. For the term of the Order, this prohibition applies to your existing agreements with Broadcom, except as described below, and to any new agreements you enter with Broadcom. The Order also prohibits Broadcom from conditioning the sale of certain components to you (or price or non-price advantages for those components) on you purchasing more than 50% of your requirements for certain other components from Broadcom, subject to the limitations in the Decision and Order. Finally, the Order prohibits Broadcom from retaliating against customers for using an alternative source of any relevant component.

**You have the right to terminate your current agreement with Broadcom without penalty by providing Broadcom at least 10 days' notice in writing. Your right to terminate shall expire 60 days after the date on which you receive this letter.** If you do not terminate your current agreement, any Majority Share Requirement in the agreement will remain in effect through the remaining term (or, where applicable, initial term) of the agreement, or until February 28, 2022, whichever is earlier, at which time Broadcom is required to cease enforcing any terms of the agreement that are prohibited by the Order.

If you have concerns in the future about whether Broadcom is complying with its obligations under the Order, you may contact us, the FTC, or both. You may contact Broadcom through the [sales] staff with whom you do business, or contact our corporate offices directly by phoning or

e-mailing **[name]** at **[phone number and e-mail address]**. You may contact the FTC by phoning or e-mailing **[name]** at **[phone number and e-mail address]**.

Sincerely,

[name and title]