

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **September 2, 2025**

COMMSCOPE HOLDING COMPANY, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-36146
(Commission
File Number)

27-4332098
(IRS Employer
Identification No.)

3642 E. US Highway 70
Claremont, North Carolina 28610
(Address of principal executive offices)

Registrant's telephone number, including area code: **(828) 459-5000**

Not Applicable
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	COMM	The NASDAQ Stock Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On September 2, 2025, CommScope, LLC, a subsidiary of CommScope Holding Company, Inc., a Delaware corporation (the “Company”) entered into a Success Bonus Agreement (the “Bonus Agreement”) with Koen ter Linde, its Senior Vice President and President, Connectivity and Cable Solutions (“CCS”).

As previously reported on a Form 8-K filed with the Commission on August 7, 2025, the Company and Amphenol Corporation, a Delaware corporation (“Amphenol”), have entered into a Purchase Agreement, pursuant to which Amphenol has agreed to purchase, and the Company has agreed to sell, the Company’s CCS reporting segment (the “Transaction”).

Pursuant to the terms of the Bonus Agreement, if Mr. ter Linde remains employed by the Company through the closing of the Transaction, the Company will pay Mr. ter Linde a cash award equal to \$1,980,000 (the “Success Bonus”), less withholding for taxes and other similar items. The Success Bonus will be paid to Mr. ter Linde within thirty days following the closing. If Mr. ter Linde terminates his employment prior to the closing for any reason, or the Company terminates his employment for cause prior to the closing, Mr. ter Linde will not be entitled to receive the Success Bonus. In addition, if Mr. ter Linde becomes entitled to receive the Success Bonus, he will not be entitled to any compensation or benefits under his Severance Protection Agreement with the Company, dated as of May 18, 2023, in connection with his termination with the Company or its affiliates upon the closing of the Transaction.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit</u> <u>Number:</u>	<u>Description</u>
10.1	Success Bonus Agreement, dated September 2, 2025, by and between CommScope, LLC and Koen ter Linde.
104	Cover page interactive data file (embedded within the inline XBRL document)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: September 3, 2025

CommScope Holding Company, Inc.

By: /s/ Krista R. Bowen

Name: Krista R. Bowen

Title: Senior Vice President, Chief Legal Officer
and Secretary

SUCCESS BONUS AGREEMENT

This SUCCESS BONUS AGREEMENT (the “*Agreement*”) is made and entered into this September 2, 2025, by and between CommScope, LLC (the “*Company*”), and Koen ter Linde (“*Employee*”). For purposes of this Agreement, the Company and Employee are referred to collectively as the “*Parties*.”

RECITALS

Pursuant to the Purchase Agreement by and between CommScope Holding Company, Inc. (“CHC”) and Amphenol Corporation (“Amphenol”), dated as of August 3, 2025 (the “Purchase Agreement”), Amphenol has agreed to buy, and CHC has agreed to sell, the Company’s Connectivity and Cable Solutions business (the “*Transaction*”).

In order to recognize Employee’s valuable leadership and contributions to the success of the Company, and to encourage Employee’s continued commitment, dedication, and services leading up to the Transaction, the Company wishes to provide an incentive to encourage Employee to remain actively employed by the Company through the consummation of the Transaction (the “*Closing*”).

Accordingly, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Effectiveness.** This Agreement shall be effective as of the date first written above (the “*Effective Date*”).
2. **Bonus Award.**

(a) Subject to the terms and conditions of this Agreement, upon the Closing of the Transaction, the Company will pay Employee a cash award equal to \$1,980,000, less withholding for taxes and other similar items (the “*Success Bonus*”), provided that Employee remains employed by the Company through the Closing. The Success Bonus shall be payable to Employee within thirty (30) days following the Closing.

(b) The Parties agree that the Success Bonus is over and above any payments to which Employee may otherwise be eligible to receive.

3. **Termination of Employment.**

(a) In the event that, prior to the Closing, (i) Employee terminates his/her employment with the Company, whether by resignation, retirement or otherwise, or (ii) the Company terminates Employee’s employment for Cause (as defined in the Company’s Long-Term Incentive Plan), then Employee shall not be entitled to payment of the Success Bonus.

(b) The Parties agree that this Agreement does not create any rights in Employee beyond the potential right to payment of the Success Bonus that may be earned hereunder, and the potential vesting of equity awards as provided hereunder. The potential Success

Employee Initials: KtL

Bonus should be viewed as an indication of the Company's confidence in and appreciation of Employee's abilities and contributions, and as an additional form of compensation to meet a special purpose. Any Success Bonus earned will be in addition to any other compensation or benefits that Employee may otherwise be eligible to receive from the Company and is not a permanent or recurring element of Employee's compensation at the Company. Unless otherwise required by applicable law, the Success Bonus will not impact any other element of compensation for which Employee may otherwise be eligible.

(c) Notwithstanding anything to the contrary in this Agreement or in the Severance Protection Agreement, dated as of May 18, 2023, between the Company and Employee (the "SPA"), Employee acknowledges and agrees that if Employee becomes entitled to receive a Success Bonus under this Agreement, then he/she shall not be entitled to any compensation or benefits pursuant to the SPA in connection with the termination of his/her employment with the Company or its affiliates upon the Closing of the Transaction.

4. Confidentiality. Employee acknowledges that the terms of this Agreement are confidential. Accordingly, Employee agrees not to disclose or publish, verbally, in writing or otherwise, to any person or entity, except his/her spouse, his/her legal and tax advisors, or as required by law, any of the details leading up to the making of this Agreement, the terms and conditions or sums being paid in connection with this Agreement, or whether the terms of the Agreement are satisfactory in his/her opinion.

5. Employment Status. Nothing in this Agreement shall be construed as a commitment, guarantee, agreement, or understanding of any kind or nature that the Company will continue to employ Employee, nor will this Agreement affect in any way the right of the Company to terminate Employee's employment at any time and for any reason (unless otherwise agreed to by the Parties separately in writing). Employee acknowledges and agrees that he/she is an "at will" employee. This Agreement does not amend or modify any employment agreement, offer letter, or terms of employment between Employee and the Company or any of its affiliates.

6. Section 409A. To the extent Employee is subject to U.S. taxes, this Agreement shall be interpreted and administered in a manner so that any amount or benefit payable hereunder shall be paid or provided in a manner that is either exempt from or compliant with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable Internal Revenue Service guidance and Treasury Regulations issued thereunder. Nevertheless, the tax treatment of the payments and benefits provided under the Agreement is not warranted or guaranteed. Neither the Company, its affiliates, nor their directors, officers, employees or advisers (other than Employee) shall be held liable for any taxes, interest, penalties or other monetary amounts owed by Employee as a result of the application of Section 409A of the Code.

7. Miscellaneous.

(a) Applicable Law; Forum Selection; Consent to Jurisdiction. The Parties agree that this Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina without giving effect to its conflicts of law principles. Employee agrees that the exclusive forum for any action to enforce this Agreement, as well as any

action relating to or arising out of this Agreement, shall be the state or federal courts of the State of North Carolina. With respect to any such court action, Employee hereby (a) irrevocably submits to the personal jurisdiction of such courts; (b) consents to service of process; (c) consents to venue; and (d) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction, service of process, or venue. Both Parties hereto further agree that the state and federal courts of the State of North Carolina are convenient forums for any dispute that may arise herefrom and that neither party shall raise as a defense that such courts are not convenient forums.

(b) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(c) Waiver. Failure of either Party to insist, in one or more instances, on performance by the other in strict accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted in this Agreement or of the future performance of any such term or condition or of any other term or condition of this Agreement, unless such waiver is contained in a writing signed by the Party making the waiver.

(d) Entire Agreement; Amendment. This Agreement contains the entire agreement between the Company and Employee with respect to the subject matter hereof and, from and after the date hereof, this Agreement shall supersede any other agreement, written or oral, between the Parties relating to the subject matter of this Agreement. This Agreement may not be amended or modified otherwise than by a written agreement executed by the Parties hereto or their respective successors and legal representatives.

(e) Assignment. The rights and obligations of the Company may be assigned, and this Agreement shall be binding and inure to the benefit of the Company, its successors and assigns. No right, obligation or duty of this Agreement may be assigned by Employee without the prior written consent of the Company.

(f) Construction. The Parties understand and agree that because they both have been given the opportunity to have counsel review and revise this Agreement, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Instead, the language of all parts of this Agreement shall be construed as a whole, and according to its fair meaning, and not strictly for or against either of the Parties.

(g) Counterparts. This Agreement may be executed in counterparts (including by means of electronic signature, such as DocuSign), each of which shall be deemed an original, but all of which together shall constitute a single instrument. Execution of this Agreement may be made by providing a signed original copy or providing a signature via facsimile or other electronic means, such as portable document format (PDF).

[signatures appear on following page]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement.

EMPLOYEE

/s/ Koen ter Linde

Date: 9/2/2025

COMMSCOPE, LLC

By: /s/ Michael D. Coppin

Name: Michael D. Coppin

Title: Vice President

Date: 9/2/2025

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Employee Initials: KtL
