

SUPPLIER CODE OF CONDUCT

Since Technoprobe was founded, its business practices have been governed by full customer orientation, integrity, honesty, fair dealing and full compliance with all applicable laws.

We are responsible for ensuring that our products and services are made within a Supply Chain that complies with international standards and enable us to achieve our commitments. In achieving this goal, each of our suppliers plays a key role and we believe that by working together we can create synergies and efficiencies that will benefit not only our companies but also the communities and territories in which we operate.

Therefore, we expect our Suppliers to demonstrate ethical behavior, sustainable environmental practices and protection of the health, safety, dignity and fundamental human right of all workers, including prohibition of the use of the child labor.

We have summarized all our expectations in this Supplier Code of Conduct (hereinafter "Code"), that is based upon the principles of the Technoprobe Code of Business Conduct and of RBA (Responsible Business Alliance) Code of Conduct. The provisions of this Code, in alignment with the UN Guiding Principles on Business and Human Rights, are derived from and respect internationally recognized standards including the ILO Declaration on Fundamental Principles and Rights at Work and the UN Universal Declaration of Human Rights.

Technoprobe requires all suppliers to fully comply with the principles and requirements set out in this Code. We also expect our suppliers to ensure that they, their sub-contractors and the service providers will adhere to and abide by the principles of this Code and the standards upon which is based. In the event that other regulations or laws impose more extensive provisions, they will have priority over this Code.

Technoprobe will use this Code as part of its supplier selection and evaluation process. Supplier's failure to meet the standards set out in the Code, or its violations, may result in suspensions, interruption or not starting of business relationships.

LEGAL AND REGULATORY COMPLIANCE

1. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Technoprobe has always been committed to conduct its business with integrity, honesty, commercial transparency and in full compliance with the law, in order to protect the work of its employees as well as the expectations of its customers, shareholders and business partners.

All Technoprobe Suppliers must conduct their business activities in full compliance with all applicable laws and regulations while conducting business with and/or on behalf of Technoprobe.

2. COMPLIANCE WITH THE PRINCIPLES OF TECHNOPROBE'S MODEL 231

Technoprobe, as a fundamental step in the process of constant strengthening of its compliance system, has adopted an Organization, Management and Control Model pursuant to Legislative Decree 231/01 ("the Model"), aimed to prevent the commission of crimes or unlawful conducts that could be abstractly feasible within its organization.

The Model contains an organic system of principles, values, controls, operational indications, and ethical rules that Technoprobe considers fundamental and indispensable for the conduct of all company activities, and which requires compliance by all employees and collaborators of the Company, as well as by all those who, despite being external to the Company, operate directly or indirectly on its behalf.

The Company's Organization, Management and Control Model 231 is available on the Company's website at the following link: <https://www.technoprobe.com/certificates-and-statements> and all Supplier must comply with the principles and rules set out in the Model.

BUSINESS PRACTICES AND ETHICS

Technoprobe and its affiliates are committed to conducting all aspects of their business in keeping with the highest legal and ethical standards and expect all Suppliers to uphold this commitment.

3. CONFLICT OF INTEREST

A conflict of interest will exist when an employee's private interest or benefit may possibly influence his or her judgment or action.

All managers and employees of Technoprobe should act in the best interest of the Company and avoid any conflict between their personal interests and the interests of the Company.

Accordingly, employees should have no relationship, financial or otherwise, with any Supplier that might conflict, or appear to conflict, with the employee's obligation to act in the best interest of Technoprobe.

Supplier shall promptly notify any situation that is or may appear to conflict with Technoprobe's interests in any way, this also includes situations in which Suppliers are aware, or should have been aware, of the circumstance that a Technoprobe employee has a direct or indirect financial, economic, or personal interest in the Supplier's business, company, or its shareholding structure.

Suppliers must not deal directly with any Technoprobe employee whose spouse, domestic partner, other family member or relative holds a financial interest in the Supplier.

4. PROHIBITION OF CORRUPT PRACTICES

Supplier must conduct its business in full compliance with anti-corruption and anti-money laundering laws, applicable in the jurisdictions in which it operates.

Under no circumstances the Supplier should engage in or tolerate any kind of bribery and it undertakes not to offer or promise money, gifts, or other utilities, with the purpose, even implicitly, of receiving favorable treatments or obtaining an improper advantage. In particular, it is strictly forbidden to pay and/or promise, directly or indirectly, money or other benefits to third parties - public officials, public service employees or private individuals - to condition or remunerate the work of their office or, in any case, to acquire preferential treatment.

Gifts, entertainment, or hospitality may also sometimes conceal corrupt intent or appear as such. Therefore, Suppliers should only allow reasonable and non-extravagant gifts, hospitality, and entertainment expenses, that are made for a legitimate purpose, in accordance with local business practice and law.

5. FAIR BUSINESS PRACTICE

Technoprobe conducts its business on global markets in accordance with the highest ethical principles complying with the applicable competition legislation and expects its Suppliers to do the same.

All Suppliers are required to comply strictly with the applicable antitrust rules such as forbidding price-fixing and refraining from any other kind of collusion which could negatively impact competition.

The Supplier undertakes, for the proper development of competition, (i) not to exploit any resulting dominant position, (ii) to monitor the quality of products and services provided to customers.

All Suppliers are also forbidden to:

- damage, in any way, the image of competitors and their products;
- disrupt the freedom of entities which carry out industrial or commercial activities;
- violate in any way the principles of free competition;
- defrauding or deceiving customers, competitors, or public authorities.

Suppliers should act on the assumption that the interests of business partners are best protected through fair competition, and not seek any unfair advantage over customers, other suppliers, or competitors.

The Supplier must ensure that the information shared or disclosed to the public are truthful.

6. RESPONSIBLE SOURCING OF MINERALS

Technoprobe is deeply concerned that the supply of tantalum, tin, tungsten, gold, and cobalt may benefit or fund, directly or indirectly, armed groups that are responsible for abuses against human rights present in the Democratic Republic of Congo, neighboring regions and, in general in conflict-affected and high-risk areas.

Therefore, Suppliers must cooperate diligently with Technoprobe to establish the origin of the minerals contained in the products manufactured by Technoprobe, ensuring that direct materials, parts, components, and sub-assemblies supplied to Technoprobe are DRC-conflict free.

Suppliers must also encourage the responsible sourcing of materials throughout their own supply chain networks, in compliance with OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

7. TRANSPARENCY AND FAIRNESS IN COMPANY ACTIVITIES AND ACCOUNTING RECORDS

Suppliers' financial, accounting and management records shall be based on the general principles of truth, accuracy, completeness, clarity, and transparency of the recorded data.

Suppliers are expected to create and maintain accurate books and records, and not alter any record entry to conceal or misrepresent the underlying transaction represented by it.

All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented. When a record is no longer needed to conduct current business, records should still be retained based on applicable retention requirements.

LABOR & HUMAN RIGHTS

8. HUMAN RIGHTS

Human rights reflect the inherent dignity of every human being and the standard of treatment to which each of us is entitled. Each Supplier, without exception, is expected to respect and promote human rights, based on accepted international laws and practices, such as the United Nations Declaration of Human Rights, the conventions of the International Labor Organization and the United Nations' Global Compact.

9. DIVERSITY AND NON-DISCRIMINATION

Technoprobe respects the personal dignity, privacy and personal rights of every employee and expects each of its suppliers to do the same. Suppliers must therefore guarantee respect for human rights and the dignity of each person, ensuring a work environment and personnel selection procedures, free from any form of discrimination based on political opinions, origin, nationality, religion, race, gender, age, or sexual orientation.

10. FORCED LABOR

Suppliers, including recruiters, employment agencies, sub-agencies, and recruitment firms, are prohibited from using any form of forced labor, indentured labor, bonded labor (including debt bondage, trafficked or slave) or any other form of forced labor.

All workers must be provided with a written employment agreement in their native language that contains a description of terms and conditions of employment. Foreign migrant workers must receive the employment agreement prior to the worker departing from his or her country of origin and there shall be no substitution or change(s) allowed in the employment agreement upon arrival in the receiving country unless these changes are made to meet local law and provide equal or better terms. All work must be voluntary, and workers shall be free to leave work at any time or terminate their employment without penalty if reasonable notice is given as per worker's contract. Suppliers may not hold or otherwise destroy, conceal, or confiscate identity or immigration documents, such as government-issued identification, passports, or work permits. Suppliers can only hold documentation if such holdings are required by law. In this case, at no time, Suppliers can deny workers access to their documents.

11. YOUNG WORKERS

Technoprobe prohibits any kind of child labor. Suppliers must not employ anyone under the age of 15, under the age for completing compulsory education, or under the legal minimum working age for employment, whichever requirement is most restrictive.

Young workers (under the age of 18) must not perform activities that may affect adversely their health or safety, including night shift and overtime.

Wage rate for young workers must be at least the same as entry-level workers performing equal or similar tasks.

12. FREEDOM OF ASSOCIATION

Suppliers should respect the right of all workers to form and join labor unions of their own choosing, to bargain collectively and to engage in peaceful assembly as well as respect the right of workers to refrain from such activities. Suppliers should ensure that all employees and/or their representatives are able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation, or harassment.

13. FAIR TREATMENT

Suppliers must ensure fair compensation to all its workers, compliant with all applicable laws in the country where it operates, including minimum wages, overtime hours and legally mandated benefits.

Suppliers are prohibited from requiring workers to work more than the maximum hours as set by international standards, including the International Labor Organization, around standard working hours, local and national laws.

Further, a workweek should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers must be allowed to have at least one day off every seven days and all overtime must be voluntary.

Suppliers may not use deductions from wages as a disciplinary measure unless they are provided for by national law or local law. All disciplinary measures must be recorded.

HEALTH & SAFETY

Supplier must comply with all occupational health and safety laws and regulations applicable to its organization and provide a safe and healthy work environment for all employees.

Supplier must also establish an occupational health and safety management system that, at a minimum, demonstrates that health and safety management is integral to the business, allows for leadership and encourages employee participation.

Supplier must provide appropriate training to employees at all levels, guarantee risk and hazard identification and assessment, and provide communication channels for employee access to health and safety information.

This management system must include procedures to address incident recordkeeping, investigation, and corrective actions definition.

Suppliers must identify and assess potential emergency events and train all the employees on how to behave in case of an emergency.

ENVIROMENTAL PROTECTION

Technoprobe considers environmental protection to be of fundamental importance and therefore conducts its business in a responsible and sustainable way.

To reduce our environmental impact, we also require our Suppliers to comply with all applicable environmental laws and regulations and to adopt organizational procedures that allow them to: monitor the usage of energy, water and greenhouse emissions and use them wisely and efficiently; responsibly dispose solid waste and control and treat wastewater and air emissions; manage the ozone-depleting substances in accordance with the Montreal Protocol and applicable regulations; identify, label and manage hazardous chemicals in compliance with safety standards; employ all the suitable technologies to minimize any risk of any environmental impact.

In carrying out its activities, Suppliers must ensure that all required environmental permits are obtained and maintained and their operational and reporting requirements are followed. Supplier's employees whose work affects environmental compliance must be completely familiar with the permits, laws and regulations that apply to their work and the material in use.

PROTECTION OF INFORMATION

Technoprobe is constantly engaged in innovation, research and development of its business and its products. And it has developed a wealth of strategic knowledge of production and commercial activity not generally known or easily accessible by third parties, which constitute an economically significant asset for it, which it intends to protect by any means permitted by law.

Suppliers must respect intellectual property rights, protect confidential information, comply with privacy rules and regulations.

14. CONFIDENTIAL AND PROPRIETARY INFORMATION

Supplier shall not use, communicate, or disclose any confidential information of Technoprobe, without its prior consent.

Suppliers must use confidential information only for the purpose for which it was provided and must ensure that dissemination of confidential information within its own organization is made on a strict "need to know" basis.

The Supplier shall protect the Technoprobe's confidential information from unauthorized use and undertakes to apply to all confidential information disclosed by Technoprobe an high level of care, in any event, not less than the standard of care used to protect its own confidential information.

Suppliers shall guarantee the security of the information according to its importance and identify and report any violation, even potential.

15. INTELLECTUAL PROPERTY

Supplier must respect Intellectual property rights. Transfer of technology and know-how is to be done in a manner that protects intellectual property rights, and customer and business partner information is to be safeguarded.

Supplier shall also not make use of the Technoprobe trademark, name, structure and name of the staff for advertising and / or distinctive purposes and / or for any reason whatsoever, without prior written authorization.

16. DATA PROTECTION

Technoprobe requires Suppliers to protect personal information in compliance with all applicable data protection law, including the Regulation (EU) 2016/679, General Data Protection Regulation (GDPR).

In any case, if the Supplier processes data on behalf of Technoprobe, it must adopt and implement appropriate technical and organizational measures to ensure the protection of personal data processed.

17. INFORMATION SECURITY

Suppliers, in order to adequately protect their own and others' information and ensure compliance with the above principles, must have an IT security system, which provides for technical and organizational measures such as to minimize the risk of loss, destruction or theft of information.

MANAGEMENT SYSTEM

Suppliers shall adopt or establish a management system designed to ensure the compliance with the present Supplier Code of Conduct and with all applicable laws, regulations, and standards.

This management system must establish adequate processes to identify and effectively mitigate all risks related to this Code, and ensure the continuous improvement.

VERIFICATION OF COMPLIANCE

Technoprobe periodically verifies the compliance of its Suppliers to the principles and standards set out in this Code.

Each Supplier must cooperate and grant to Technoprobe, its collaborators or third parties authorized by Technoprobe, the right to carry out audits and / or to request all the documentation necessary to prove compliance with these commitments.

Suppliers should also communicate, without delay any, any non-conformity or relevant information that could negatively impact the supplier's ability to comply with the principles of this Code of Conduct.

In the event that a non-conformity is detected or communicated, Supplier must perform the corrective actions required to ensure compliance, within a reasonable time.

The Supplier shall communicate the corrective actions planned, upon Technoprobe's request, the status of their performance, if necessary, Technoprobe will assist and cooperate with our suppliers with regard to the implementation of such corrective actions.

If suppliers do not cooperate or do not implement appropriate corrective actions within a reasonable deadline set by Technoprobe, we will be entitled to suspend the commercial relationship, to cancel a pending Purchase Order or, in the event of serious or repeated violations, to terminate any commercial relationship with the Supplier.

REPORTING VIOLATIONS

Technoprobe has set up a system for reporting violations that ensures the confidentiality and integrity of the reports and that protects the identity of the whistleblower, prohibiting any form of discrimination or retaliation against him.

Suppliers are required to promptly report any alleged or actual violation of the law, of this Code or of Technoprobe Organization, Management and Control Model 231. Each report should be sufficiently detailed and contain the following information:

- clear and complete description of the violation or unlawful conduct;
- clear description of the circumstances, time and place of the violation;
- any subject, corporate functions or business units involved;
- any third party involved or potentially damaged;
- any other information that could be useful to clarify the matter;

The reports can be transmitted by:

- i. email to whistleblowing@technoprobe.com , or
- ii. by ordinary mail to the address of Via Cavalieri di Vittorio Veneto n. 2, Cernusco Lombardone (LC), marked "private and confidential", to the attention of the Legal Function.



Supplier Code of Conduct
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Verified and approved by R. Crippa