

INTRA COMPANY BUSINESS TRIP & SECONDMENT POLICY

I. INTRODUCTION

Technoprobe S.p.A. and its Affiliates¹ (collectively, “Technoprobe” or the “Group”) are committed to conducting all aspects of their business fairly and in compliance with the highest legal and ethical standards.

In accordance with this commitment, Technoprobe has adopted this Intra-Company Business Trip & Secondment Policy (the “Policy”), which is applicable to all directors, officers and employees of the Group.

Some companies within the Group may have or will develop and implement their own SOPs aimed at providing specific guidance on day-by-day activities, within the framework guidelines provided by this Group Policy.

Technoprobe adopted this Policy with the purpose of:

- (i) set up the procedure of the Group to be followed in order to arrange the relevant intra-company documents for intra-company business trip or for intra-company secondments;
- (ii) hereby ensure that the process of the Group for intra-company business trip or for intra-company secondments is in accordance with local relevant law, with particular reference to the local relevant Labour and Occupational-Health-Safety law.

II. DEFINITIONS

For the purposes of this Policy, the following terms have the meanings set forth below:

BUSINESS TRIP: temporary short-term transfer of an employee from a company of the Group (First Company) to another company of the Group (Second Company) to satisfy an interest of the First Company; the business trip is used as much as the employee needs to acquire new technical skills from the Second Company;

¹ The term “Affiliates” includes any corporation, partnership, or other entity that, directly or indirectly, owns, is owned by, or is under common ownership with Technoprobe S.p.A., for so long as such ownership exists. For the purpose of foregoing “own”, “owned”, “ownership” shall mean ownership of more than fifty (50%) of the stock or other equity interests entitled to vote for the election of directors or an equivalent governing body.



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SECONDMENT: temporary long-term transfer of an employee from a company of the Group (First Company) to another company of the Group (Second Company) to satisfy an interest of both the First Company and the Second Company; the intra-company secondments is used as much as the employer of the Second Company needs to have new workforce.

PARENT COMPANY: parent company is the Group leader company; in this case, the parent company is TECHNOPROBE SPA with registered office in CERNUSCO LOMBARDONE Via CAVALIERI DI VITTORIO VENETO N 2; Tax Code and VAT no. 02272540135; registered with the Chamber of Commerce of Como-Lecco, Economic and Administrative Index No. LC-283619.

RELATED COMPANY: related company is a company with the same parent company.

III. INTRA-COMPANY BUSINESS TRIP RULES

For the intra-company business trip case:

- (i) the First Company shall inform the employee at least 30 days in advance about the place and duration of the business trip, using the letter template, duly filled and subscribed, as set forth in the Annex A of this Policy;
- (ii) the First Company shall send to the Second Company at least 30 days in advance the letter template, duly filled and subscribed, as set forth in the Annex B of this Policy.

For the intra-company business trip case, the employee remains linked to the employment relationship with the First Company, also in relation to the economic business trip conditions; the First Company retains all liabilities arising from labour contract and arising from employee health and safety training and medical surveillance obligations, as set forth in relevant local law.

IV. INTRA COMPANY SECONDMENT

For the intra-company secondment case:

- (iii) the First Company shall inform the employee at least 30 days in advance about the place and duration of the secondment, using the letter template, duly filled and subscribed, as set forth in the Annex C of this Policy;
- (iv) the First Company shall send to the Second Company at least 30 days in advance the letter template, duly filled and subscribed, as set forth in the Annex D of this Policy.

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For the intra-company secondment case, the Second Company shall apply, during the period of secondment, the same working and employment conditions as those laid down in relevant local law, in the following matters:

- (i) maximum working periods and minimum rest periods;
- (ii) minimum duration of paid annual leave;
- (iii) remuneration, including overtime bonuses;
- (iv) health and safety at work-places, including training and medical surveillance obligations;
- (v) measures to protect the working and employment conditions of pregnant women and women who has just given birth, children and young people;
- (vi) equal treatment for men and women and other provisions on non-discrimination;
- (vii) appropriate housing conditions for workers, where accommodation is provided by the Second Company.

V. PASSPORT VISA RULES

Both for the intra-company business trip and for the intra-company secondment cases, the First Company shall verify that the passport visa required for the transfer allows the employee to work in the country of destination.

DOCUMENT HISTORY

Revision 1.0 – Released on September 29, 2023

approved by CEO of Technoprobe SpA on September 29, 2023



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ANNEX A

(Letterhead of the First Company)

REGISTERED MAIL BY HAND

From:
company name: [●]
hereinafter, the "**Company**"

To:
Dear Mr./Mrs.
Name: [●]
Surname: [●]
hereinafter, the "**Employee**"

Subject: letter of intra-company business trip to the company [●].

As agreed orally, we hereby inform you that, by virtue of the need to acquire new technical skills from the [parent/related] company [●] (company name), the management of the Company has approved your business trip to [●] (place of the business trip) scheduled from [●] to [●] in order to carry out the following activities [●].

The economic treatment that will be paid to you for the said business trip is previewed from the existing contractual norms execute with the Company and from the relevant statute law applicable.

Please submit a copy of the present letter duly subscribed for acceptance and knowledge of its contents.

Best regards

Place [●]
Date [●]

[Stamp and signature]

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RECEIPT AND KNOWLEDGE

Signature of the employee for knowledge and acceptance of the above content

ANNEX B

(Letterhead of the First Company)

From:
company name: [●]
(hereinafter, the "**Company**")

To:
company name: [●]
(hereinafter, the "[**Parent/Related**] **Company**")

TERMS OF ENGAGEMENT

The undersigned [●] as legal representative of the company:

TECHNOPROBE [●]
with registered office at [●]

DECLARES

1) to send in business trip in [●] (insert Address – Municipality - Country) the employee:
Surname [●] Name [●]
born in [●] (insert Municipality and Country) on [●] of nationality [●]
resident in [●] (insert Municipality and address)
Passport n. [●] issued by [●] valid from [●] until [●]
(hereinafter, the "Employee")
for a temporary period of [●] [week/months] at the Parent/Related Company, and exactly
from [●] until [●].

2) that the above-mentioned Company is bound by the following relationship to the
Parent/Related Company:

(in case of Parent Company)

**TECHNOPROBE SPA with registered office in CERNUSCO LOMBARDONE Via
CAVALIERI DI VITTORIO VENETO N 2; Tax Code and VAT no. 02272540135;
registered with the Chamber of Commerce of Como-Lecco, Economic and
Administrative Index No. LC-283619, holds the position of parent company within
the meaning of Article 2359 of the Italian Civil Code of [●];**

(in case of Related Company)

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The company [●] (insert the Related Company) and the company [●] (insert the Company) are held by the same sole shareholder TECHNPROBE SPA with registered office in CERNUSCO LOMBARDONE Via CAVALIERI DI VITTORIO VENETO N 2; Tax Code and VAT no. 02272540135; registered with the Chamber of Commerce of Como-Lecco, Economic and Administrative Index No. LC-283619. At the end of the business trip, the Employee will return to [his/her] Country of origin.

3) the business trip in question does not respond to a direct interest or need of the [Parent/Related] Company;

4) with the employee [●] [●] there is a regular employment relationship as of [●] and that he/she has a [●] [diploma/degree/graduation]; moreover, he/she has the qualification of [●] and he/she holds superior and indispensable specialised knowledge for the field of activity in question, as he/she is specialised in the [●];

5) the employee [●] [●] will be employed at the [●] of the seconded company located in [●] (please, insert, Municipality and address) where he/she will work the greatest part of hours and will operate in the following activities: [●];

6) in accordance with local relevant legislation about Occupational, Health and Safety matters, the Employee engaged in the said business trip:

- has attended compulsory training courses, both in general and with specific reference to the tasks to be performed on health and safety matters,
- has been trained by the Company and he/she is technically prepared and competent to carry out the duties in accordance with health and safety rules and standards;
- is duly trained and informed on the related obligations;
- has undergone medical surveillance and evaluation and has been assessed fit for work, as per the certification, duly translated in English or Italian, attached hereto;

7) the liabilities for any damage that the employee should suffer during the business trip are fully borne by the Company [●] (insert Company name);

8) the Company [●] (insert Company name) and the Employee [●] (insert name and surname) joined the group policy of the Parent Company TECHNPROBE S.P.A.

Best regards

Place [●]

Date [●]

[Stamp and signature]



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ANNEX C

(Letterhead of the First Company)

REGISTERED MAIL BY HAND

From:
company name: [●]
hereinafter, the "**Company**"

To:
Dear Mr./Mrs.
Name: [●]
Surname: [●]
hereinafter, the "**Employee**"

Subject: letter of intra-company secondment to the company [●].

As agreed orally, in order to enhance the intellectual capital of the group through the international exchange of professionalism and through the sharing of the same strategic vision aimed at optimising manufacturing processes, we hereby inform you of your temporary secondment to [●] (place of the business trip), for a period of [●], scheduled from [●] to [●] in order to carry out the following activities [●].

Throughout the duration of the secondment, the seconded company undertakes to comply with the working, employment and salary conditions laid down in the regulations and collective bargaining agreement applied to workers performing similar services in the seconded company.

We recommend you bring any personal documentation with you, such as ID, medical documentation (duly translated in English or Italian), and any other type of documentation necessary or appropriate for your stay abroad during the aforementioned period.

Please submit a copy of the present letter duly subscribed for acceptance and knowledge of its contents.

Best regards

Place [●]

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Date [●]

[Stamp and signature]

RECEIPT AND KNOWLEDGE

Signature of the employee for knowledge and acceptance of the above content

ANNEX D

(Letterhead of the First Company)

From:
company name: [●]
(hereinafter, the "**Company**")

To:
company name: [●]
(hereinafter, the "[**Parent/Related**] **Company**")

TERMS OF ENGAGEMENT

The undersigned [●] as legal representative of the company:

TECHNOPROBE [●]
with registered office at [●]

DECLARES

1) to place in secondment in [●] (insert Address – Municipality - Country) the employee:
Surname [●] Name [●]
born in [●] (insert Municipality and Country) on [●] of nationality [●]
resident in [●] (insert Municipality and address)
Passport n. [●] issued by [●] valid from [●] until [●]
(hereinafter, the "Employee")
for a temporary period of [●] [week/months] at the Parent/Related Company, and exactly
from [●] until [●].

2) that the above-mentioned seconded company is bound by the following relationship
to the Parent/Related Company:

(in case of Parent Company)

**TECHNOPROBE SPA with registered office in CERNUSCO LOMBARDONE Via
CAVALIERI DI VITTORIO VENETO N 2; Tax Code and VAT no. 02272540135;
registered with the Chamber of Commerce of Como-Lecco, Economic and
Administrative Index No. LC-283619, holds the position of parent company within
the meaning of Article 2359 of the Italian Civil Code of [●];**

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(in case of Related Company)

The company [●] (insert the Related Company) and the company [●] (insert the Company) are held by the same sole shareholder **TECHNOPROBE SPA** with registered office in **CERNUSCO LOMBARDONE Via CAVALIERI DI VITTORIO VENETO N 2; Tax Code and VAT no. 02272540135; registered with the Chamber of Commerce of Como-Lecco, Economic and Administrative Index No. LC-283619.** At the end of the business trip, the Employee will return to [his/her] Country of origin.

3) the business trip in question respond to a direct interest or need of the [Parent/Related] Company;

4) with the employee [●] [●] there is a regular employment relationship as of [●] and that he/she has a [●] [diploma/degree/graduation]; moreover, he/she has the qualification of [●] and he/she holds superior and indispensable specialised knowledge for the field of activity in question, as he/she is specialised in the [●];

5) in accordance with local relevant legislation about Occupational, Health and Safety matters, the Employee engaged in the said business trip:

- has attended compulsory training courses, both in general and with specific reference to the tasks to be performed on health and safety matters,
- has been trained by the Company and he/she is technically prepared and competent to carry out the duties in accordance with health and safety rules and standards;
- is duly trained and informed on the related obligations;
- has undergone medical surveillance and evaluation and has been assessed fit for work, as per the certification, duly translated in English or Italian, attached hereto;

6) the employee [●] [●] will be employed at the [●] of the seconded company located in [●] (please, insert, Municipality and address) where he/she will work the greatest part of hours and will operate in the following activities: [●];

7) remuneration will be paid in the [●] (please insert Country of the First Company) (through bank account money transfer from Italy) and the seconded company [●] undertakes to insure the employee at local social authority office and local work insurance authority as well as to comply with all social security and welfare contribution obligations provided for by [●] law;

8) with respect to the employee [●] [●], the seconded company [●] undertakes to respect the working, employment and remuneration conditions provided for by the regulatory provisions and the collective bargaining agreement for the category applied to workers performing similar work for the seconded company. Further information regarding the contract are available on the corporate intranet platform TPlace and further information regarding temporary intra-company secondment are available on the institutional website https://www.interno.gov.it/sites/default/files/allegati/circolare_congiunta.pdf;



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9) that the seconded company has never been sanctioned for non-compliance with tax, social security, workers' rights, and working and conditions of employment regulations and national collective bargaining agreement, nor for undeclared work or illegal employment;

10) the Company [●] (insert Company name) and the Employee [●] (insert name and surname) joined the group policy of the Parent Company TECHNPROBE S.P.A.

Best regards

Place [●]
Date [●]

[Stamp and signature]
