Key information pursuant to Article 130 of the Issuers' Regulation on the relevant provisions pursuant to Article 122 of the Consolidated Financial Act relating to Technoprobe S.p.A.

The key information contained herein constitutes an update to the text published on 10 November 2023

This key information is last updated as of 11 August 2026, pursuant to and for the purposes of Articles 128 and 131, paragraph 2, of the Issuers' Regulation, to reflect the changes relating to (i) the total number of shares and voting rights held by T-PLUS S.p.A. and subject to the Relevant Provisions (ii) the total number of voting rights held by Teradyne International Holdings B.V. and subject to the Relevant Provisions following the increased voting right accrued on 7 August 2026. As part of these changes, references to provisions that are no longer in effect as of the date of this update will also be removed.

1~~0~~1 ~~November 2023~~**August 2026**

Pursuant to Article 122 of Legislative Decree no. 58 of 24 February 1998 (the "**Consolidated Financial Act**") and Article 130 of the regulation adopted by CONSOB with resolution no. 11971 of 14 May 1999 (the "**Issuers' Regulation**"), it is hereby disclosed the following.

Background

On 7 November 2023, Teradyne International Holdings B.V. (the "**Investor**"), T-PLUS S.p.A. ("**T-PLUS**") and Technoprobe S.p.A. ("**Technoprobe**" and, together with T-PLUS and the Investor, the "**Parties**"), as well as, in order to guarantee certain payment obligation of the Investor only, Teradyne Inc., entered into an investment agreement (the "**Investment Agreement**") according to which, subject to the conditions set forth therein, the Investor ~~will~~ acquire**d** 10% of the issued and outstanding ordinary shares of Technoprobe **as of 27 May 2024, namely at the Closing Date** (the "**Minority Stake**").

More specifically, the Investment Agreement sets forth the rights and obligations:

(i) of the Parties, in relation to the acquisition of the Minority Stake, subject to fulfilment (or waiver, to the extent applicable) of the conditions precedent provided under the Investment Agreement, to be carried out by means of:

  (a) the subscription by the Investor of no. 52,260,870 ordinary shares of Technoprobe representing**, at the Closing date,** 8% of the share capital of Technoprobe post-money, to be issued in the context of a reserved capital increase to be resolved by Technoprobe's Board of Directors in execution of the delegation granted on 6 April 2023 by the extraordinary general meeting of Technoprobe; and

  (b) an off-market transaction between the Investor and T-PLUS consisting of the acquisition by the Investor of no. 13,065,217 ordinary shares of Technoprobe currently held by T-PLUS, representing**, at the Closing date,** 2% of the share

capital of Technoprobe post-money; as well as

(ii) of T-PLUS and the Investor (the "**Shareholders**"), in relation to certain rules of corporate governance in connection with the Investor's investment as well as certain restrictions to the transferability by the Investor of the Minority Stake, as better detailed below, the effectiveness of which is subject to the full and effective occurrence of the closing of the transaction (the "**Closing**").

The Investment Agreement includes customary warranties, covenants and indemnifications by the Parties and is subject to customary conditions precedent, including, among other things, (i) the approval of, or the expiration of the relevant waiting period required by, the U.S. Federal Trade Commission and U.S. Department of Justice, (ii) the foreign direct investment clearance in Italy and (iii) the concurrent closing of the sale to Technoprobe of the branch of business known as "Device Interface Solutions" organized by Teradyne Inc. and certain of its subsidiaries worldwide.

~~Should these conditions precedent not be fulfilled by 30 September 2024, each Party shall have the right to terminate the Investment Agreement.~~

The Investment Agreement contains, *inter alia*, certain provisions relating to Technoprobe that are relevant pursuant to Article 122, paragraph 1, and paragraph 5, letter~~s~~ *(a)* ~~and *(b)*~~, of the Consolidated Financial Act (the "**Relevant Provisions**") ~~some of them relating to the *Interim Management* set forth in para. 4.1 of the present document and~~ related to commitments undertaken also by Technoprobe, in relation to which the disclosure formalities required by the above-mentioned provision of law and the relevant regulations are carried out, including the publishment of this key information pursuant to Article 130 of the Issuers' Regulation (the "**Key Information**").

1. Companies whose financial instruments are bound by the Relevant Provisions

Technoprobe S.p.A., a company incorporated in Italy with registered office at Via Cavalieri di Vittorio Veneto 2, 23870 Cernusco Lombardone (LC), Italian tax code, registration number with the companies' register of Como-Lecco and VAT number 02272540135, REA no. LC-283619, share capital equal to Euro **6.532.608,70** ~~6,010,000,~~ fully paid-in, issuer of shares admitted to trading on the Euronext Milan regulated market organised and managed by Borsa Italiana S.p.A.

2. Number and percentage of share capital of financial instruments bound by the Relevant Provisions

As of the date of this Key Information, ~~T~~the Relevant Provisions relate:

~~(a) before Closing, to overall no. 408,050,000 ordinary shares of Technoprobe currently held by T-PLUS which, taking into account the increased voting rights, grant no. 816,100,000 voting rights, equal to approximately 77.59% of the total voting rights granting to the shares constituting the share capital of Technoprobe;~~

~~(b) following Closing,~~ to overall no. ~~460,310,870~~**407,946,817** ordinary shares of

Technoprobe, which ~~will~~ grant no. ~~855,295,653~~**815,893,634** voting rights, equal to approximately ~~78.40~~**72.41**% of the ~~post-money~~ total voting rights granted to the shares constituting the share capital of Technoprobe, and namely: (i) no. 65,326,087 ordinary shares of Technoprobe ~~which will be~~ held by the Investor, which ~~– at Closing –~~**, taking into account the increased voting rights,** ~~will~~ grant ~~the same number of~~ no. **130,652,174** voting rights, representing approximately ~~5.99~~**11.59**% of the ~~post-money~~ total voting rights granted to the shares constituting the share capital of Technoprobe; and (ii) no. ~~394,984,783~~**342,620,730** ordinary shares of Technoprobe ~~which will be~~ held by T-PLUS which, taking into account the increased voting rights, ~~will~~ grant no. ~~789,969,566~~**685,241,460** voting rights, equal to approximately ~~72.41~~**60.81**% of the ~~post-money~~ total voting rights granted to the shares constituting the share capital of Technoprobe.

The **above-mentioned** percentages of voting rights ~~indicated in the above paragraphs (a) and (b)~~ are calculated by including in the total number of voting rights those related to the ~~1,500,000~~**12,941,522** treasury shares held by Technoprobe as of today's date for which, in accordance with the applicable law, the voting right is suspended.

3. Persons bound by the Relevant Provisions

The Parties bound – within the limits described below – by the Relevant Provisions of the Investment Agreement falling within the scope of Article 122 of the Consolidated Financial Act are:

(i) T-PLUS S.p.A., a company incorporated in Italy with registered office at Via **Fratelli Ruffini 10** ~~Meravigli 8~~, 20123 Milan (MI), Italian tax code and registration number with the companies' register of Milan-Monza-Brianza-Lodi 10114050965, VAT number 10114050965, REA no. MI-2506117, not subject to any control pursuant to Article 2359 of the Italian Civil Code and Article 93 of the Consolidated Financial Act;

(ii) Teradyne International Holdings BV, a company fully owned indirectly by Teradyne Inc., incorporated under the laws of the Netherlands, with registered office at Basisweg 10, 1043AP Amsterdam, registered with the companies' register of the Netherlands (Handelsregister) under no. 34288287; and

(iii) Technoprobe S.p.A., a company incorporated in Italy with registered office at Via Cavalieri di Vittorio Veneto 2, 23870 Cernusco Lombardone (LC), Italian tax code, registration number with the companies' register of Como-Lecco and VAT number 02272540135, REA no. LC-283619, controlled by T-PLUS pursuant to Article 2359 of the Italian Civil Code and Article 93 of the Consolidated Financial Act.

Pursuant to Article 130, paragraph 1, letter (*c*), of the Issuers' Regulation, it should be noted that – notwithstanding the provisions of the Investment Agreement – Technoprobe will still be controlled by T-PLUS pursuant to Article 2359 of the Italian Civil Code and Article 93 of the Consolidated Financial Act. As better described below, according to the Relevant Provisions the Investor – ~~upon occurrence of Closing and~~ as long as it holds a number of shares representing not less than 8% of the outstanding share capital of Technoprobe (subject to anti-dilution protection) – will have the right to designate one member to Technoprobe's

Board of Directors.

4. Type and content of Relevant Provisions

The Relevant Provisions fall within the scope of Article 122, paragraph 1, and paragraph 5, letter~~s~~ *(a)* ~~and *(b)*~~, of the Consolidated Financial Act and are summarised below.

~~4.1 Interim Management~~

~~Pursuant to the Investment Agreement, during the period from its signing to the date of Closing, T-PLUS and Technoprobe undertake – each within its respective competence and powers – that:~~

~~(i) no amendments are made to the by-laws of Technoprobe which may prospectively affect the ownership and voting rights attached to the Minority Stake and no resolutions are passed by Technoprobe's general meeting which may determine the distribution of dividends or available reserves;~~

~~(ii) no merger, demerger, spin-off or any other corporate transaction on the share capital of Technoprobe is carried out, except for infra-group reorganizations or other corporate transactions carried out within the Technoprobe group only;~~

~~(iii) no related party transaction is carried out by Technoprobe or any of its controlled affiliates which (I) is (a) an exempt transaction pursuant to Article 9 of the Procedure for related party transactions adopted by Technoprobe on 21 March 2023 (the "**RPT Procedure**"), unless such transaction is carried out by Technoprobe following the procedures envisaged for non-exempted transactions, and (b) is carried out with T-PLUS or any of its controlled affiliates; or (II) has been subjected to the review of the related party committee of Technoprobe pursuant to the RPT Procedure and has received a negative opinion;~~

~~(iv) no issuance of Technoprobe shares is resolved by Technoprobe's board of directors or the general meeting (other than the reserved capital increase for the acquisition of the Minority Stake) and no dilutive transaction (as defined in the Investment Agreement) is approved or carried out;~~

~~(v) no material changes are made by Technoprobe to the accounting principles as compared to the ones used in the preparation of the financial statements relating to 2021 and 2022 financial years;~~

~~(vi) Technoprobe does not agree or undertake to engage in any of the above activities.~~

~~4.2 Relevant Provisions relating to Technoprobe's Board of Directors~~

~~In the event that the Closing occurs prior to the relevant deadline for the submission of the lists for the appointment of the new Technoprobe's Board of Directors by the 2024 Technoprobe's general meeting (the "**2024 GM**"), from Closing until the date the 2024 GM is held, the Investor shall have the right to appoint one person who will be entitled to participate as an observer, with no voting rights, at all meetings of the Technoprobe's Board of Directors held until the date of the 2024 GM (if any), provided in any case that such observer will not~~

~~have any right to compensation or fee and shall be bound by confidentiality obligations and meet certain requirements set forth in the Investment Agreement.~~

~~Until the 2024 GM is held, T-PLUS and Technoprobe will cause the Board of Directors of Technoprobe not to take any resolutions on the matters referred to in Paragraph 4.4 below.~~

~~4.3~~ **4.1** Relevant Provisions relating to the Investor's designee

~~In the event that the Closing occurs after the relevant deadline for the submission of the lists for the appointment of the new Technoprobe's Board of Directors by the 2024 GM, effective as of Closing, T-PLUS shall procure the resignation of 1 non-independent director of Technoprobe and T-PLUS and Technoprobe shall promptly convene a Board of Directors meeting to appoint the new non-executive director (meeting certain requirements set forth in the Investment Agreement) designated by the Investor to replace, pursuant to Article 2386, paragraph 1, of the Italian Civil Code, the resigning director of Technoprobe.~~

~~Starting from the latest of the date when the 2024 GM is held and the date of Closing, and a~~As long as the Investor (directly and/or through any of its affiliates) holds a number of Technoprobe shares representing not less than 8% of the outstanding share capital of Technoprobe (the "**Relevant Threshold**"), the Investor will have the right to appoint a non-executive (who may be either independent or non-independent and shall meet certain requirements set forth in the Investment Agreement) member of Technoprobe's Board of Directors. To this purpose, the Investor undertakes not to submit – alone or together with other shareholders of Technoprobe – any list of candidates for the appointment of the Board of Directors and to attend the general meeting and vote in favor of the list submitted by T-PLUS. T-PLUS undertakes:

(a) to include the Investor's designee in the list to be submitted by T-PLUS to Technoprobe for the appointment of the Board of Directors and to allocate him/her in an appropriate place of the slate so as to ensure his/her appointment;

(b) to ensure that (i) at least 2 of the remaining candidates are independent directors ranked in the list in a position useful to be appointed; (ii) such remaining candidates are designated and ranked in the list in order to allow Technoprobe to respect the applicable laws and regulation on the gender representation and diversity of the Board of Directors;

(c) to timely file the list and to attend the general meeting and vote in favor of the list so submitted.

In the event a director designated within such list of candidates ceases to hold his/her office for whatever reason prior to the expiration of such director's term of office, the Shareholder who designated the ceasing director shall designate the candidate to be appointed according to Article 2386, paragraph 1, of the Italian Civil Code as a replacement director.

In the event that the Investor (directly and/or through any of its affiliates) ceases to hold, for a continuous period of 10 business days, a number of Technoprobe shares representing, in the aggregate, a percentage of the share capital of Technoprobe at least equal to the Relevant Threshold, the Investor shall cause that its designee appointed as director of Technoprobe promptly resigns from the office and T-PLUS shall cause that the resigning director is replaced, also pursuant to Article 2386, paragraph 1, of the Italian Civil Code, by another

director designated by same T-PLUS.

In the event that Technoprobe carries out a dilutive transaction (as defined in the Investment Agreement), the Relevant Threshold shall be automatically reduced to properly take into account the dilutive effect according to the provisions of the Investment Agreement.

~~4.4~~ 4.2 Other Investor's rights

~~Effective as of the date of Closing and a~~ **A**s long as the Investor (directly and/or through any of its affiliates) meets the Relevant Threshold, T-PLUS and the Investor agreed that no action or decision is taken by the general meeting of Technoprobe without the favourable vote of the Investor in relation to:

(i) any amendment of the by-laws resulting in a limitation or suppression of the increased vote rights as regulated by Article 6 of the by-laws;

(ii) any related party transaction which has been subjected to the review of the related party committee of Technoprobe pursuant to the RPT Procedure and has received a negative opinion; or

(iii) the delisting of Technoprobe shares from Euronext Milan (including any transaction resulting in such delisting).

Likewise, if any of the matters listed above is resolved upon by Technoprobe's Board of Directors (or the Board of Directors resolves to submit any of the above matters to the vote of the general meeting), such Board of Directors resolution may not be validly adopted without the favorable vote of the Investor's designee.

~~4.5 Lock-up undertakings~~

~~Save for customary permitted transfers, pursuant to the Investment Agreement the Investor undertakes and agrees that for a period of 36 months starting from the date of Closing, it shall not transfer any Technoprobe shares and be prevented from any hedging activity on such shares.~~

~~Such the lock-up undertaking will immediately cease if any of the following events/circumstances occurs:~~

~~(i) any person or group of persons (other than T-PLUS) acting in concert holds in aggregate an amount of securities which would allow it to express a number of votes at the general meeting of Technoprobe higher than the votes that can be expressed by Teradyne through the securities held by it (and/or any of its affiliates);~~

~~(ii) unless any of the relevant resolutions is adopted by the general meeting of Technoprobe with the favorable vote of the Investor, Technoprobe issues new securities with exclusion or limitation of the pre-emption rights of the shareholders and offers such newly issued securities to a third person as a consideration for the carrying out of a Strategic Transaction (as defined in the Investment Agreement), where such consideration is higher than Euro 100,000,000.00;~~

~~(iii) Technoprobe issues new securities in favor of - and/or T-PLUS or any of its shareholders or related party holding securities in Technoprobe transfer his/her securities to - a Teradyne competitor;~~

~~(iv) Technoprobe transfer all or part of its equity interests in any of the controlled affiliates to a Teradyne competitor; or~~

~~(v) the Investor delivers a written notice to T-PLUS and Technoprobe stating that Teradyne Consolidated Leverage Ratio (as defined in the Investment Agreement) has become 1.0 or greater the last day of any fiscal quarter of the lock-up period.~~

~~As long as the Investor (directly and/or through any of its affiliates) meets the Relevant Threshold, T-PLUS will inform the Investor before carrying out – or expressing its vote in any general meeting in favor of Technoprobe to carry out – a Strategic Transaction (as defined in the Investment Agreement), and T-PLUS and the Investor will discuss in good faith on the terms upon which such Strategic Transaction may be carried out in order to obtain the favorable vote of the Investor and thus avoid the termination of the lock-up undertaking.~~

5. Duration of the Relevant Provisions

The Relevant Provisions entered into within the context of the Investment Agreement:

~~(i) referred to in § 4.1 above are intended to be into force until the date of Closing;~~

~~(ii) referred to in § 4.2 above are intended to be into force until the 2024 GM, in the event that Closing occurs prior to the relevant deadline for the submission of the lists for the appointment of the new Board of Directors of Technoprobe;~~

~~(iii)~~ referred to in §§ 4.1~~3~~ and 4.24 are intended to be into force until the earlier of:

a) the date on which the Investor (directly or through any of its affiliates) ceases to hold a number of Technoprobe shares representing, in the aggregate, a percentage of the share capital of Technoprobe at least equal to the Relevant Threshold;

b) a mutual agreement in writing between the Investor and T-PLUS; and

c) the 3rd anniversary from the Closing date~~;~~

~~(iv) referred to in § 4.5 above are intended to be into force for a period of 36 months starting from the date of Closing~~.

6. Other information on the Relevant Provisions

Pursuant to Article 130, paragraph 2, letters (*b)* and *(e)*, of the Issuers' Regulation, it should be noted that the Relevant Provisions do not provide for the setting up of any body for the implementation of the Relevant Provisions themselves or the obligation to deposit the financial instruments subject to the Relevant Provisions with any person other than the relevant holder.

According to the Investment Agreement, if any Party defaults or delays in the payment of any sum payable under the Investment Agreement, the liability of such defaulting/delaying Party shall be increased to include a penalty interest on such sum from the date when such payment is due until the date of actual payment.

If expired pursuant to Paragraph 5~~(iii)~~(c) above, the provisions of the Investment Agreement

described under Paragraphs 4.13 and 4.24 above shall be automatically renewed for further additional periods of 3 years each, unless terminated by any of T-PLUS or the Investor by means of a written notice to be sent to the other Shareholder at least 6 months before the expiry of the 3-year term (the "**Notice Period**"). If either of T-PLUS or the Investor intends to serve a notice of termination within the Notice Period, it shall notify in writing the other Shareholder, at least 2 months prior to the commencement of the Notice Period, of such intention. Thereafter, senior representatives of each of T-PLUS and the Investor shall (a) meet to consult on the reasons why any of them intends to give notice of termination and (b) discuss in good faith in order to reach an agreement on either the renewal or on possible amendments to such provisions which would be necessary or appropriate to better reflect the relationship between the Shareholders at that point in time.

7. Deposit of Relevant Provisions and publication of the Key Information

The Relevant Provisions are filed within the terms provided by law with the Companies' Register kept by the Como-Lecco Chamber of Commerce, which is territorially competent with regard to Technoprobe's registered office, and the Key Information is published, within the terms provided by law, on Technoprobe's website, at www.technoprobe.com.