

This supplier code of conduct (“**Code**”) applies to any entity providing goods or services to Tech Met, Inc. (hereafter known as “**TM**”). These requirements are consistent with the values and principles set by TM and are minimum requirements of any entity providing goods or services to TM (hereafter a “**Supplier**”). TM’s reputation for integrity and excellence requires careful observance of, and operation in full compliance with, this Code.

### **Compliance with Laws**

Supplier and its employees, directors, officers, agents and contractors (collectively, “**Personnel**”) shall at all times comply with all applicable domestic and international laws, rules and regulations (collectively, “**Laws**”).

### **Ethical Standards & Integrity**

Supplier shall:

1. Refrain from any illegal, dishonest, or unethical conduct.
2. Accurately record and disclose information regarding its business activities, structure, financial situation, and performance in accordance with applicable Laws as well as prevailing industry business practices.
3. Prohibit any and all forms of fraud, extortion, theft, money laundering or embezzlement by its Personnel.
4. Respect intellectual property rights and safeguard TM information. The protection of confidential business information and trade secrets is vital to the interests and the success of TM.
5. Implement processes and procedures and exercise due diligence to detect and avoid counterfeit materials and/or parts.
6. Conduct business in accordance with all applicable competition and anti-trust laws and regulations.
7. Not enter formal or informal anti-competitive arrangements or practices that improperly restrict competition.
8. Avoid conflicts of interest or mitigate appropriately if any such conflicts arise.
9. Refrain from using non-publicly disclosed material information obtained in the course of the business relationship with TM as the basis for trading or enabling others to trade in the stock or securities of any company.
10. Conduct business in accordance with all Laws governing export, re-export, retransfer of goods, technical data, software and services, imports, economic sanctions and embargoes, or U.S. antiboycott requirements.

### **Labor & Human Rights**

Supplier shall:

1. Respect human rights and treat workers with dignity and respect. Supplier shall not participate in any human rights violations.
2. Not use or participate in the use of, any child labor, forced labor, bonded labor, indentured labor, involuntary prison labor, slavery, or trafficking of persons.
3. Not engage in any discrimination or harassment under any legally protected characteristics (including, but not limited to, gender, race, color, religion, ethnicity, age, sexual orientation, national origin, or disability).
4. Set working hours, wages and overtime pay in compliance with all applicable Laws. Supplier’s personnel shall be paid at least the legal minimum wage and compensated to all applicable laws and regulations.
5. Implement and enforce policies and procedures in place to ensure that employees do not conduct work and/or job functions while under the influence of alcohol, marijuana, illegal drugs, or misused medications.
6. Employ workers based on their ability to do the job and shall not engage in or permit corporal punishment or threatened or actual violence.
7. Respect employees’ right to join or not join any lawful organization, including but not limited to trade unions and works councils, and shall comply with all applicable Laws pertaining to freedom of association and collective bargaining.
8. Undertake appropriate due diligence to identify human rights risks, supported by systems and processes to minimize the risk of human rights violations occurring and enable reporting of concerns free of retaliation.
9. Carry out all business activities in line with all applicable human rights Laws.

### Anti-Corruption

TM is committed to complying with all anti-corruption Laws that prohibit bribes, kickbacks, or other corrupt actions to obtain or retain business or obtain any illegal advantage.

Supplier shall:

1. Not directly or indirectly solicit, receive or offer any form of bribe, kickback, or other corrupt payment, to or from any person or organization, including but not limited to government or quasi-government agencies or officials, companies or Personnel of those companies.
2. Not directly or indirectly solicit, offer to or accept from any suppliers, customers or business associates any gifts or entertainment which (i) are illegal or in violation of applicable Laws; (ii) are in violation of this Code or the spirit hereof; (iii) are or, based on the facts and circumstances, could reasonably be perceived to be, a bribe, kickback or an illicit payment; or (iv) if disclosed publicly, would be detrimental to the public image of TM.

### Health & Safety

Supplier shall comply with applicable laws and regulations and any site-specific safety requirements or protocols while on-site at a TM location or at a TM customer location on behalf of TM.

Supplier shall:

1. Take responsibility for the health and safety of its Personnel.
2. Ensure a safe work environment and minimize physical and chemical hazards through proper design, engineering and administrative controls, preventative maintenance and safe work procedures as well as ongoing safety training.
3. Provide workers with appropriate personal protective equipment where hazards cannot be adequately controlled by other means.
4. Minimize the impact of emergency situations through the implementation of emergency plans and response procedures.
5. Provide training and ensure that its Personnel are appropriately trained and educated in respect of health and safety matters.

### Sustainability & Environment

Supplier shall:

1. Comply with all applicable environmental Laws and maintain all required environmental permits and registrations and follow the operational and reporting requirements of such permits.
2. Minimize environmental pollution and make continuous improvements to reduce or eliminate solid waste, wastewater, and air emissions by implementing appropriate conservation measures in their production, maintenance, and facility processes.
3. Manage, control, treat and/or dispose of non-hazardous solid waste, wastewater, and/or air emissions generated from operations as required by applicable Laws before discharge.

### Export & Trade Law Compliance

Suppliers shall comply with all applicable export and trade control Laws of the United States, the European Union, and any other applicable jurisdictions, that are applicable in each case to the export and reexport of the Confidential Information, including the U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, and regulations and orders administered by the U.S. Treasury Department's Office of Foreign Assets Control (collectively, "**Export Control Laws**") including any related sanctions and embargoes when importing or exporting or transferring goods or technology and shall obtain all necessary authorizations, permits or licenses to ensure timely and compliant delivery.

Suppliers shall implement, maintain and enforce appropriate internal trade compliance procedures that include effective management of the export of controlled goods or technology and screening of third parties and transactions against applicable trade controls, sanctions, and embargoes.

### **Responsible Sourcing of Minerals and Materials**

TM endeavors to refrain from purchasing materials for use in our products that contain any Conflict Minerals that directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo or any adjoining country (collectively "CM Countries"). Conflict Minerals means: (i) any minerals or derivatives, which are smelted into gold, tantalum, tin or tungsten, and/or (ii) any other mineral or its derivatives determined by the US Secretary of State to be financing conflict in CM Countries.

Supplier shall:

1. Ensure that the products and/or materials that they sell to TM do not contain any Conflict Minerals that finance conflict in any CM countries.
2. Perform sufficient due diligence into Supplier's supply chains to determine and ensure compliance with the above requirement.
3. Upon request, provide us with reasonable and appropriate documentary evidence regarding the source and chain of custody of any materials or products they sell us.

### **Accuracy of Records**

Supplier shall:

1. Maintain books and records that accurately reflect all transactions related to TM business.
2. Ensure all submissions to TM and regulatory authorities are accurate and complete.

### **Payment of Taxes**

Supplier shall comply with all applicable tax Laws in the countries where they operate and be open and transparent with the relevant tax authorities.

### **Data Protection & Cyber Security**

Supplier shall:

1. Handle data with the utmost care, ensuring transparency, privacy and security.
2. Not expose confidential information of TM in technologies, applications or programs that are not authorized by TM or that increase the risk that such confidential information will be divulged or disclosed.
3. Use data and current and emerging technology, such as Artificial Intelligence (AI), responsibly.
4. Perform proper testing, monitoring and verification of its AI-based products or services to ensure security, quality and accuracy.

### **Supply Chain Security**

Supplier shall implement practices and procedures to ensure the security of its supply chain. Suppliers who either ship directly or package goods for international shipment shall use commercially reasonable efforts to participate in, and comply with, all applicable requirements of supply chain security programs of the destination country (for example SAFE Framework security programs).

### **Code: Compliance, Audit & Breach**

Upon reasonable notice, Supplier shall allow TM and/or any of its representatives or agents access to Supplier's facilities and all relevant records associated with the products and services provided to TM for purposes of auditing Supplier's compliance with this Code. Supplier and TM shall establish a mutually agreeable date and time for access. However, in the event that risks to TM's business may require immediate access to the products, services and associated records and Supplier shall use its best efforts to accommodate TM's reasonable expedited access as required.



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Supplier shall ensure that its Personnel comply with this Code of Conduct when providing goods or services to TM. Supplier shall promptly report to TM any known breach of this Code and implement a corrective action plan within a specified time period (furnished to TM in writing). In the event of a breach of this Code, TM reserves the right to terminate the business relationship, including but not limited to suspending placement of future orders and potentially terminating current production. Supplier shall require its suppliers and/or subcontractors to conform to standards of conduct equivalent to the provisions of this Code.