



SUPPLIER CODE OF CONDUCT

INTRODUCTION

Invio Automation is committed to conducting its business in a legal, ethical and professional manner, and to treating its customers, suppliers, employees and the public with respect, honesty and integrity.

We view our suppliers as vital partners in achieving Invio's mission and strive to conduct business only with suppliers who share our commitment to compliance with legal requirements and the highest ethical standards, respecting human rights, and adhering to Invio's] fundamental commitments to safety, environmental stewardship, communities and cultures, and diversity, equity, and inclusion.

Corporate integrity, responsible procurement, and the safety and well-being of workers across the global supply chain are of paramount importance to Invio and its subsidiaries (collectively, "its," "we," "our," or the "Company"). We incorporate internationally recognized human rights standards, industry best practices, and the needs of our valued stakeholders into our procurement practices. We value responsibility, integrity, and accountability at the Company and in our supply chain.

Applicability

These principles apply to all aspects of the Company's business, including all suppliers that provide goods and services to the Company, and encompass all manufacturers, distributors, vendors, contractors and other suppliers (each a "Supplier" and, collectively, "Suppliers").

These principles are reflected in this Code of Conduct (the "Code"), which establishes the minimum standards that must be met by any Supplier that sells goods to or does business with the Company, regarding:

- Supplier's treatment of workers
- Workplace safety
- The impact of Supplier's activities on the environment, and
- Supplier's ethical business practices.

Without limiting Supplier's obligation hereunder, Supplier is responsible for compliance with the standards set out in this Code by all its suppliers, vendors, agents, and subcontractors and their respective facilities, which are operating locations specific to these stakeholders who are involved in supporting Supplier in supplying the Company ("Partners") goods and services. Supplier shall ensure regulatory compliance and compliance with the Code through a formal risk assessment and management process to identify legal, environmental, ethical, and health and safety risks, and to manage each risk according to its significance, instituting appropriate controls where risks are identified.



To monitor and continually improve our program, Suppliers are required to certify to the Company on an annual basis their compliance with the Code, with such certification provided on or before the anniversary date that the Supplier executed the Code. The Company will conduct periodic benchmarking with industry peers and ongoing stakeholder engagement and retains the right to update the Code periodically in line with industry best practices.

Without limiting Supplier's obligations hereunder, Supplier shall comply with all Standards in:

- All of its facilities; and
- All of its operations, including with respect to manufacturing, distribution, packaging, sales, marketing, product safety and certification, intellectual property, labor, immigration, health, worker safety, and the environment.

HUMAN RIGHTS

The Company believes that human rights are a fundamental value and expects Suppliers to treat them as such. Our approach is guided by international frameworks, including the UN Guiding Principles on Business and Human Rights. We expect our Suppliers to comply with all applicable employment laws, rules, and regulations, including but not limited to forced or compulsory labor and minimum age of labor.

Slavery and Human Trafficking

All work must be voluntary, and employees shall be free to leave work at any time or terminate their employment without penalty if reasonable notice is given as per the employees' contract.

Without limiting Supplier's obligations hereunder, Suppliers shall not, and shall ensure that its Partners do not, support, engage in, or require any:

- Compelled, involuntary, or forced labor,
- Labor to performed by children (child is defined as the greatest age between the following: 15, age for completing compulsory education, or minimum age for employment in the country),
- Bonded labor,
- Indentured labor, and
- Prison labor (unless expressly approved in writing).

Supplier shall:

- Implement and maintain a reliable system to verify the eligibility of all workers, including age, eligibility, and legal status of foreign workers, and
- Implement and maintain a reliable recordkeeping system regarding the eligibility of all workers.

Hazardous Work

Supplier shall not, and shall ensure that its Partners do not, support or engage in, or require any person under the age of 18 to perform work in a hazardous occupation, as defined by the U.S.



Secretary of Labor for non-agricultural work. Supplier shall safeguard machines with physical guards, interlocks and barriers where appropriate.

Identification Papers

Supplier shall not require any worker to surrender control over original:

- Identification papers or documents giving a foreign worker the right to work in the country,
- Identification papers or documents, such as a passport, giving a foreign worker the right to enter or leave the country, or
- Documents, such as a birth certificate, proving the worker's age.

Supplier may review and copy such documents if the worker presents them for purposes of establishing work authorization and completing Forms I-9, as applicable, and Supplier may retain copies of such documents as part of its Form I-9 retention procedure.

Financial Obligations

Supplier shall not, whether or not as a condition to the right to work, require any worker (or worker's spouse or family member) to, directly or indirectly:

- Pay recruitment or other fees or other amounts (monetary or in-kind),
- Incur debt,
- Make financial guarantees, or
- Incur any other financial obligation.

Supplier shall repay workers should it be discovered any financial obligation was discovered to be paid by workers.

No Discrimination, Abuse, or Harassment

Our policies are designed to ensure that employees are treated, and treat each other, fairly and with respect and dignity. In keeping with this objective, conduct involving discrimination or harassment of our employees, or the employees of our Suppliers will not be tolerated.

Supplier shall not discriminate in hiring, compensation, training, advancements or promotion, termination, retirement, or any other employment practice based on any personal characteristics protected by law, including but not limited to, race, color, national origin, gender, gender identity, sexual orientation, military status, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker's ability to perform the job.

Freedom to Terminate Employment

Without limiting Supplier's obligations hereunder, Supplier shall allow workers to terminate their employment or work arrangement without restriction, and without the threat of imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.



A U T O M A T I O N

Compensation and Benefits

Supplier must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of the minimum wage and benefits established by applicable law. In addition, Supplier shall:

- Ensure that proof of payment is accurate, is clearly calculated, and enables workers to quickly verify the amount of payment and method of calculation, and
- Maintain proper documentation of wage payments for their internal records.

Deductions

Supplier shall not make any deductions from wages, except income tax withholding and those that are legally allowed.

Work Hours

Supplier shall comply with all federal, state, and local laws related to the maximum number of regularly paid hours worked per week (including overtime hours) and applicable laws concerning leave and breaks. Supplier shall:

- Use an industry-accepted time-keeping system to track worker work hours, and
- Develop work-hour policies to ensure compliance with this Code and applicable law.

ETHICS

The Company is strongly committed to conducting its business affairs with honesty and integrity and in full compliance with all applicable laws, rules, and regulations. As such, the Company expects Suppliers to act with the highest ethical standards to support our commitments.

Professional Conduct

Supplier representatives are required to conduct themselves in a professional, honorable, and ethical matter when performing services for the Company. Suppliers' behavior should never be detrimental to the interests or image of the Company's employees or customers.

Conflict of Interest

All Suppliers should avoid situations that present a potential or actual conflict between their interests and the interests of the Company. Supplier representatives may not place their personal interests ahead of the Company's interests when performing duties on behalf of the Company and must avoid any conflict of interest.



Gifts, Gratuities, and Entertainment

Supplier must maintain the highest ethical standards. Except in situations preapproved by the Company, Supplier must not offer cash, favors, gifts or entertainment to the Company's team members that are valued at more than \$25. Gifts of cash or cash equivalents, such as gift cards, are never allowed. Supplier shall also comply with U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act ("UKBA") and local anti-bribery and anti-corruption laws.

Compliance With Laws and Regulations

No supplier acting on behalf of the Company shall commit an illegal or unethical act, or instruct others to do so, for any reason. Suppliers and their representatives are responsible for complying with all local, state/provincial, and federal/national statutes and regulatory requirements as they pertain to the performance of their duties for the Company, including laws and regulations relating to all the Standards, including without limitation all applicable securities laws. Supplier will, and will cause its employees, contractors, agents, and representatives to comply with the United States securities laws with respect to information regarding or relating to the Company, including but not limited to Anti-Money Laundering, Anti-Discrimination, Antitrust, Fair Trade, Consumer Privacy Protection, and the FCPA.

Fair Competition and Antitrust Laws

Suppliers are required to comply with all fair, petition and antitrust laws and regulations. Antitrust laws prohibit agreements among competitors on such matters as prices, terms of sale to customers, and allocation of markets or customers. If you have any questions, consult your legal counsel.

Anti-Bribery, Anti-Corruption and Sanctions

The Company requires Supplier, and Supplier's Partners, to conduct its business in compliance with all applicable anti-bribery laws and comply with anti-bribery laws and regulation, such as the United States FCPA and the UKBA, and local anti-bribery and anti-corruption laws. As such, we prohibit our Suppliers from offering, promising, giving, or authorizing the giving of anything that might improperly influence or affect a business decision or the decision of a government official for purposes of influencing official action, securing an improper advantage, or otherwise inducing improper action.

Supplier will immediately report to the Company any information concerning a suspected violation of any applicable law, including the securities laws, the export control laws, the FCPA, the UKBA, and local anti-bribery and anti-corruption laws. Supplier, and Supplier's Partners, will not engage in any business with sanctioned persons, entities or countries and will not do anything that could cause the Company to be in violation of any applicable Laws or that could damage the reputation of the Company.

If a Supplier has questions about compliance with these requirements, you must contact your Company representative, or our Ethics Hotline.



Protecting Company Assets

Supplier representatives working on our behalf are trusted to behave responsibly and use good judgments when using Company assets. They have a responsibility to use Company equipment only for authorized business purposes.

Business and Financial Records

Supplier must keep accurate records of all matters related to the Supplier's business with the Company. This includes the proper recording of all expenses and payments. If we are being charged for a Supplier representative's time, time records must be complete and accurate. Supplier should not delay sending an invoice or otherwise enable the shifting of an expense to a different accounting period.

Licensing

Supplier is responsible for obtaining all necessary business and producer licenses and state registrations that may be required of them or their staff.

Confidential Information and Intellectual Property

Supplier shall, and shall cause its Partners to, protect the confidentiality of all non-public information and intellectual property of the Company, except when disclosure is authorized or legally mandated. Confidential non-public information includes both the non-public personal information of customers and all information relating to our conduct of business that we do not disseminate to the public. This information must be secured and not be accessible to the public. As such, Supplier may not use, share, or disseminate any information gained while conducting our business for any reason other than to further the legitimate purpose for which the information was obtained.

Notice Prior to Changes

Supplier shall disclose to the Company the names and contact information of its Partners at least 30 days before the Company's first purchase order. Supplier shall notify the Company of the names and contact information of any new Partners within 30 days of adding, changing, or eliminating any Partners. For avoidance of doubt, Supplier's disclosure of its Partners shall in no way limit any of Supplier's obligations under this Code of Conduct (or any other agreement) and shall in no way limit the Company's remedies.

Health and Safety

Supplier shall provide a safe, healthy, and sanitary working environment. Supplier shall implement procedures and safeguards to prevent workplace hazards, and work-related accidents and injuries, including procedures and safeguards to prevent industry-specific workplace hazards, and work-related accidents and injuries, that are not specifically addressed in these Standards. Supplier shall track and report incidents to investigate and provide corrective actions to eliminate the incident's causes.



A U T O M A T I O N

General and industry-specific procedures and safeguards include those relating to:

- Health and safety inspections,
- Equipment maintenance,
- Maintenance of facilities,
- Worker training covering the hazards typically encountered in their scope of work in languages the worker can understand before work begins and regularly thereafter,
- Fire prevention, and
- Documentation and recordkeeping.

Supplier shall provide workers adequate and appropriate personal protective equipment free of charge to protect workers against hazards typically encountered in the scope of work should elimination of the hazard, or design, engineering, and administrative controls not prove sufficient for ensuring worker safety

Facilities

Supplier shall:

- Ensure that all facilities meet all applicable building codes and industry design and construction standards,
- Obtain and maintain all construction approvals required by law,
- Obtain and maintain all zoning and use permits required by law, including environmental permits,
- Without limiting Supplier's obligations hereunder, ensure that all facilities have:
 - An adequate evacuation plan,
 - Adequate, well-lit (including emergency lighting), clearly marked, and unobstructed emergency exit routes, including exits doors, aisles, and [fire-rated enclosed] stairwells,
 - A sufficient number of emergency exit doors, which are located on all sides of each building, are unlocked (from the inside), and are readily opened from the occupied side and swing in the direction of emergency travel,
 - Visible and accurate evacuation maps posted in the local language, and including a "you are here" mark,
 - Emergency drills performed annually or more frequently as required by local law
 - Adequate ventilation and air circulation, lighting, first aid kits and stations, fire safety, prevention, alarm, and suppression systems, access to potable water, access to private toilet facilities, and living quarters or dormitories (if applicable).
- Post safety rules, inspection results, incident reports, and permits, in each case, as required by law.

If Supplier provides dining facilities for its workers, it shall provide safe, healthy, and sanitary facilities (including food preparation and storage areas) that comply with all the Standards set out in the Health and Safety section of this Code of Conduct. Without limiting Supplier's obligations hereunder, Supplier shall obtain and maintain all food preparation permits and health certificates required by law.



Information Security

All communications data and information sent or received using our technology systems are our property. As such, they are not private communications between the senders/ receivers, and we may access them at any time. We reserve the right to know all passwords and security codes and require ownership of access to all the Company's systems and information on those systems. Supplier must cooperate with the Company to provide access to information on those systems when and as needed. Supplier will make no attempt directly or indirectly to access any of the Company's files or computer systems by using someone else's authorization or computer identification or by circumventing access control.

Reporting Violations and Ethics Hotline

The Company values honest, open communication, and aims to ensure Suppliers feel comfortable and empowered to report any instances in which it is believed that violations of policies or standards have occurred. Suppliers shall self-report any violations of the Code.

Suppliers and their representatives are required to notify the Company of any known or suspected violation of law, fraud or other misconduct affecting the Company's operations. Reports can be made through our Ethics Reporting Line. Calls to this reporting line may be made anonymously. Suppliers shall not retaliate or take disciplinary action against any worker who has, in good faith, reported violations or questionable behavior, or who has thought advice regarding this Code. Workers reporting violations of questionable behavior in good faith must have their confidentiality and anonymity maintained, and less prohibited by law.

Supplier must maintain accurate and transparent books and records of all business dealings, including labor, health and safety, environmental practices, business activities, structure, financial situation, and performance in accordance with applicable regulations and industry standard practices.

Stricter Language Controls

In the event of any conflict between this Code and stricter requirements for the Supplier in any agreement between Supplier and the Company, the stricter provisions of such other agreements shall prevail.

ENVIRONMENTAL STEWARDSHIP

We expect Suppliers to respect the integrity of the environment. This includes complying with all environmental laws and regulations as a minimum standard, implementing best practices where local regulations are not as stringent, and using best practices to prevent pollution, conserve natural resources, and respect wildlife and their habitat.



Supplier Facility Operations

Supplier shall operate its facilities in compliance with all environmental laws, including laws, regulations and international treaties referring to:

- Non-hazardous waste disposal,
- Air emissions,
- Water discharges, and
- Hazardous and toxic material handling and disposal.

Supplier Greenhouse Gas (GHG) Management

The Company encourages its Suppliers to establish a companywide GHG reduction goal. We encourage Suppliers to look for methods to improve energy efficiency and minimize energy consumption and GHG emissions.

Community Relations

The Company considers itself a part of the local communities where we have a presence. We are committed to listening to and respecting the communities that host our projects, being involved in engagement and giving activities, and complying with all existing regulations. Suppliers should be aware of how their activities, goods, and services may positively or negatively impact local communities, including indigenous communities, and respond to issues that may arise with respectful dialogue and in recognition of local culture, heritage, and traditions.

Inputs and Components

Supplier must ensure that the goods that it manufactures, imports, and delivers (including the inputs, components, packaging materials, and equipment that is incorporated into its goods) to be utilized by the Company, its affiliates, and or subsidiaries, comply with all environmental laws, regulations, treaties and customer requirements. Supplier must ensure that it will only use packaging materials that comply with all environmental laws, regulations, and treaties. Supplier will endeavor not to use Conflict Minerals in the materials that it supplies to the Company and, if it does use them, must report this fact accurately to the Company in accordance with the Organization for Economic Co-operation and Development (OECD) Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or an equivalent and recognized due diligence framework. Conflict Minerals are tantalum, tin, tungsten and gold (or "3TG"), or their derivatives, sourced from the Democratic Republic of the Congo or its adjoining countries (collectively, the "DRC").

TERMINATION

The Company may terminate its business relationship in accordance with the terms of such relationships (including any purchase order(s) and purchase contracts) with Supplier if Supplier or its Partners fail to meet the standards of this Code.