

## Velocity Supplier Code of Conduct

### INTRODUCTION

Velocity is the industry leader in state-of-the-art tool design and manufacture, injection molding, precision machining and contract manufacturing for the medical device market, building on the long history and impressive track record of its portfolio companies. Velocity is driven by its core values: collaboration, continuous improvement, integrity, customer satisfaction, and being results-driven.

All Velocity suppliers, defined as third parties with whom Velocity has active commercial relationships for the supply of goods or services are responsible for ensuring that they and their employees, workers, representatives, suppliers, and subcontractors comply with the standards of conduct set out in this Guide and in other contractual obligations to Velocity.

At Velocity, we do the right thing regardless of the consequence. We expect our suppliers to make reasonable judgements in all respects and to ensure that no abusive, exploitative, or illegal conditions exist at their workplaces. We trust our suppliers to extend principles of fair and honest dealing to all others with whom they do business, including employees, subcontractors, and suppliers. Additionally, the materials incorporated into Supplier's products must comply with the laws regarding human trafficking of the country or countries in which they are doing business. This code is informed by, among other things, the United Nations Guiding Principles on Business and Human Rights (UNGPs), ISO 9001, ISO 13485, AS9100D, International Labor Organization Conventions and Declaration on Fundamental Principles and Rights at Work, the OECD Guidelines for Multinational Enterprises, and Canadian ST-211.

Failure to comply with this Supplier Code of Conduct will result in review of, and possible termination of, the business relationship by Velocity.

### COMPLIANCE, ETHICS, AND INTEGRITY; RESPONSIBLE BUSINESS PRACTICES

Corruption, Extortion or Embezzlement; Improper Advantage: Suppliers shall uphold the highest standards of integrity in all business interactions. No Supplier will engage in corruption, extortion, embezzlement, or money laundering in any form, offer or accept bribes, or employ any other means to obtain an undue or improper business advantage. Each Supplier must comply with all applicable anticorruption, anti-bribery, anti-money laundering laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act. Supplier will also comply with applicable economic sanction laws and regulations, export controls, and industry codes of conduct. Additionally, no Supplier may bribe, offer political donations, or provide kickbacks, unexplained rebates, or any other improper payments or improper gifts to any director, employee, representative or agent of Velocity, or seek any such bribe, donation, kickback, or rebate from Velocity or any other party. Any hospitality such as gifts, invitations, or entertainment should be moderate, consistent with customary regional business practices, and in

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direct connection with a business event and purpose. Each Supplier must immediately report to Velocity any circumstance where any director, employee, representative or agent of Velocity has made any improper request or demand of such Supplier.

**Privacy and Confidentiality:** Supplier shall protect the privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers, and employees by complying with relevant data privacy and security regulations. Any information or data regarding Velocity shall always be treated as confidential information unless that information is in the public domain. Suppliers shall not disclose confidential information to any person outside of their employ or used for any purpose other than to fulfill their obligations, which have been disclosed to the Supplier by Velocity. Suppliers will make sure such information is safeguarded and protected from unauthorized disclosure. Supplier's employees should be educated concerning the handling of confidential information. Suppliers will immediately report any actual or potential unauthorized disclosure of confidential information to Velocity. Suppliers may be required to sign a nondisclosure agreement. Suppliers that require sensitive materials will retrieve these documents through a secure Velocity ShareFile site and the purchase order will specify which items require these documents. Sensitive documents include but are not limited to prints, databases, and cad files.

**ITAR (MILITARY)/EAR:** Documents and data supplied by Velocity may contain technical data within the definition of the International Traffic and Arms Regulations (ITAR) or Export Administration Regulations (EAR) and is subject to the Export Control Laws of the U.S. Government. Transfer of this data by any means to a foreign person or foreign entity, whether in the United States or abroad, without an export license, ITAR exemption or other approval from the U.S. Department of the State or Department of Commerce is prohibited. Reference website: [https://www.pmdtc.state.gov/regulations\\_laws/itar.html](https://www.pmdtc.state.gov/regulations_laws/itar.html)

**Intellectual Property:** Suppliers must respect and comply with all applicable laws and other binding obligations governing intellectual property rights, including but not limited to protection against disclosure, patents, copyrights, and trademarks.

**Fair Competition:** Suppliers shall conduct all business dealings in compliance with all applicable laws and regulations relating to antitrust, unfair competition, unfair/deceptive trade practices and accurate and truthful advertising. Suppliers must uphold standards of fair and ethical business. Suppliers may never engage in agreements or actions that unreasonably restrain trade, are deceptive or misleading, or that unlawfully reduce competition.

**Conflict of Interest:** Sacrificing Velocity's best interests for personal gain or for the benefit of family, friends, or acquaintances, e.g. engaging in such an act that directly competes with Velocity, becoming involved in such an act, or working for a competitor would be considered a conflict of interest. Suppliers should avoid any transactions, relationships, or other acts that appear to be conflicts of interest, and act

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responsibly especially as far as dealing with public officials or governmental bodies are concerned. Suppliers are expected to disclose to Velocity any situation that may present an actual or potential conflict of interest with respect to Velocity.

Management Systems: Supplier must establish and maintain appropriate management systems that facilitate compliance with all applicable laws, regulations, and standards, uphold expectations and requirements set forth in this Code, and maintain documentation necessary to demonstrate their conformance. Suppliers are expected to have mechanisms in place to manage continuous business improvement, product quality, environmental impact, labor standards, health, and safety risks, ethical business conduct, continuity risks, and operational risks. Velocity's suppliers must also make these requirements with their own suppliers. At Velocity's request, suppliers are required to demonstrate that the required management and control systems are performing properly.

Flow-Through to Subcontractors and Sub-Suppliers: Each of Velocity's suppliers shall have a program to conduct due diligence and monitor its own sub-suppliers and subcontractors who directly or indirectly provide products or services to Velocity, to help ensure that such sub-suppliers and subcontractors meet expectations consistent with those set out in this Code. No Supplier shall ever engage or knowingly allow a subcontractor or sub-supplier to undertake any activity that would be prohibited by this Code or applicable law if undertaken by the Supplier or its employees.

Training: Suppliers must have adequate training programs for new employees and workers and for ongoing training of all levels of workers to ensure the appropriate level of knowledge, skills, and abilities to effectively comply with applicable legal and regulatory requirements and the expectations in this code of conduct.

Audits: Supplier shall allow Velocity to conduct quality and compliance systems audits at Supplier's facility. Supplier shall provide access to information pertaining to personnel, facilities, records, and control documents relevant to the supply of products and raw materials to Velocity.

Reporting Violations: Each Supplier must immediately notify Velocity upon learning of any known or suspected improper or illegal behavior by any directors, employees, agents or representatives of Velocity, improper or illegal behavior by such Supplier, any subcontractor or sub-supplier or anyone else providing goods or services to Velocity, debarment or suspension (or proposed debarment or suspension) from government contracting of such Supplier, any subcontractor or sub-supplier or anyone else conducting business with Velocity, or matter or legal violation that may affect Velocity or our Supplier's provision of goods and/or services to us.

## HUMAN RIGHTS AND LABOR

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**Respectful Workplace:** Suppliers shall provide a fair, consistent, and inclusive environment and make all employment decisions including hiring, payment, benefits, advancement, termination, and retirement based on neutral and objective criteria such as ability, qualifications, and achievements. In addition to complying with all applicable laws, suppliers must not engage in or tolerate preference or discrimination, harassment, bullying, or unfair treatment in general or based on an individual’s age, race, color, ancestry, ethnicity, religion, political beliefs, sex, pregnancy, national origin, citizenship status, disability or other health condition, marital status, veteran status, military status, obligation to perform military service, sexual orientation, gender identity or expression, genetic information or any other relevant characteristic protected under applicable law.

**Fair Treatment:** Consistent with all legal and regulatory requirements pertaining to human rights and labor practices, each Supplier will treat its employees with dignity and respect and maintain a healthy and safe work environment free from the threat of or subjection to any harsh, inhumane, or degrading treatment including sexual harassment, sexual or psychological abuse, exploitation, corporal punishment, or other forms of mental, physical, verbal coercion or abuse. A supplier must not condone or tolerate such behavior by its employees, officers, directors, or subcontractors. Suppliers must immediately act on any reports or identified instances of unlawful or unfair treatment.

**Forced Labor:** Employment must be freely chosen. In accordance with the ILO definition of forced labor, Suppliers shall not use, solicit, or facilitate the use of, forced labor in any of its manifestations anywhere in their operations or supply chain. This prohibition includes involuntary, compulsory, indentured, bonded, slave, sex-trafficked, or human-trafficked labor. The recruitment, transportation, transfer, harboring or receipt of persons, by means of the threat or use of force, coercion, abduction, fraud, or other means, for the purpose of exploiting them is prohibited. Suppliers are responsible for: ensuring workers are not coerced to work through threats of denunciation to immigration authorities; allowing workers to terminate their employment without fearing any form of abuse, for any reason, with reasonable notice; ensuring that recruitment fees of any type are not deducted from workers’ pay or otherwise charged to workers; prohibiting the use of fraudulent or misleading recruitment practices; ensuring that, upon end of employment, workers are reimbursed for their return transportation costs (for workers recruited from outside the country); and providing workers with terms and conditions of employment in a language the worker understands. Suppliers may use Employees in official and voluntary government prison rehabilitation programs and must ensure workers are subject to the same terms, conditions, and wage rates as other Employees.

**Freedom of Association:** Suppliers must recognize freedom of association and collective bargaining and respect the rights of workers to seek representation; join, not join, or form an employee association or trade union without interference, [retaliation, or discrimination] in accordance with applicable law and practice. Where workers are represented by a legally recognized union, the supplier must be committed to establishing a constructive dialogue with the union’s freely chosen representatives and bargaining in good faith with such representatives.

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**Child Labor:** Supplier shall not directly or indirectly employ or make use of any children. Suppliers will comply with the minimum employment age limit defined by national law or by International Labor Organization (“ILO”) Convention 138, whichever is higher. The ILO Convention 138 minimum employment age is the local mandatory schooling age, but not less than 15 years of age (14 in certain developing countries), subject to exceptions allowed by the ILO and national law. Where applicable, child protection measures are in place to ensure that children suffer no harm, exploitation, or abuse due to the activities of workers in the workplace or in employer-provided housing or transport. Cases of child labor must be remediated, including through corrective measures that facilitate the child’s safety and wellbeing.

**Young Workers:** Workers under the age of 18 (“young workers”) must not perform hazardous work, including that which is likely to jeopardize their physical development, health, or safety, or work that compromises their morale or their education (e.g., night shifts, overtime). Suppliers employing young workers must follow all local laws related to hours of work. Young workers should not be deprived of the right to benefit from social security, including social insurance. Suppliers should provide appropriate support and training to young and student workers, with special attention to the access young workers shall have to effective grievance mechanisms and to health and safety information.

**Student Workers:** Velocity’s suppliers shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students’ rights in accordance with applicable law and regulations. In the absence of local law, the wage rate for student workers, interns, and apprentices shall be similar to the wage rate of other entry-level workers performing equal or similar tasks.

**Authorization to Work:** Vendor must ensure that its workers are legally authorized to work according to the national laws and international standards relevant to the country where work is taking place. Prior to each worker’s assignment, Vendor must require documentation proving such work authorization and worker age.

**Wages/Benefits:** Suppliers shall provide compensation, benefits, working hours, breaks, rest days, holidays and leave that, at minimum, comply with legal requirements and applicable agreements. Supplier must ensure workers understand these terms. Supplier will not make illegal or excessive wage deductions, withhold wages, delay wage payments, or pay wages irregularly. **In countries where no minimum wage law applies**, employees shall be paid at a rate that is comparable with relevant standard industry living wage compensation. Itemized records shall be maintained, consistent with this standard, and transparent pay information shall be provided in a timely manner.

**Boycotts:** Suppliers must not participate in international boycotts that are not sanctioned by the United States government or applicable laws.

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Issue Reporting: Workers will be aware of, and have access to, a supplier-provided complaints mechanism that is transparent, responsive, anonymous, unbiased, and confidential through which they can raise questions about, or report violations of supplier policies or expectations contained in this Supplier Code of Conduct, other workplace grievances, or legal or ethical violations. Intimidation or retaliation against workers reporting violations or reluctance to cooperate in investigations is prohibited.

Conflict Minerals: Suppliers shall safeguard and make sure that they use and import minerals and metals from responsible sources only. Suppliers shall ensure that no human right violations, especially no compulsory, child or forced labor was used to mine or process minerals and metals. This applies especially to what are known as conflict minerals and metals, i.e. ores and concentrates containing tin, tantalum, tungsten or gold (3TG). Suppliers shall comply with the conflict mineral provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

## ENVIRONMENT, HEALTH, AND SAFETY

Working Conditions: Supplier shall provide its employees with a safe and healthy working environment in accordance with applicable local and national laws which shall include **appropriate protection from exposure to hazardous materials**, adequate heat and ventilation, emergency egress, and reasonable and unrestricted access to basic hygiene facilities (e.g., handwashing stations, safe potable drinking water, clean toilet facilities, waste receptacles) at all Supplier-controlled worker environments (including housing, if applicable). We encourage Suppliers to provide toilet facilities that accommodate the number of workers and privacy for the individual. We encourage toilets (and showers, if applicable) to be separate for workers of different genders. If Suppliers provide a canteen or other food accommodations, they must include sanitary food preparation, storage, and eating facilities, and we encourage Suppliers to provide all workers with reasonable physical access to any food accommodations.

Safety: Suppliers must provide adequate and appropriate procedure, monitoring, training, and protection for Employees from potential safety hazards and emergency situations. These shall include emergency reporting, Employee notification and evacuation procedures, appropriate first-aid supplies, fire detection and suppression equipment, and clear and unrestricted exits. Emergency exit routes should be clearly posted, preferably using infographics. Regular training and drills should be conducted to ensure Employees could execute response procedures in the event of an emergency. Supplier shall also provide, at no cost to the employee, appropriate and well-maintained personal protective equipment (PPE) when applicable. Suppliers shall ensure that educational and training materials associated with safety and potential hazards (including fire and weather emergencies) are disseminated to all Employees, as appropriate for their roles, and in their primary language. Health & Safety related protocols should be clearly displayed within the facility or on site of operations. Suppliers should document, investigate, and report to the appropriate authorities any incidents that result in injury to an Employee requiring care beyond basic first aid.

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**Machine Safeguarding:** Suppliers are required to implement a regular machinery maintenance program. Production and other machinery must be routinely evaluated for safety hazards. Where appropriate, Suppliers are required to provide properly maintained machinery controls (e.g., physical guards, interlocks, barriers) when machinery presents an injury hazard to workers.

**Environmental Compliance:** Supplier shall comply with all environmental laws and regulations. Supplier shall have applicable environmental permits and registrations for the business sector in which the Supplier operates. Permits and registrations shall be maintained, kept current, and made available to Velocity for inspection on request.

**Sustainability:** Supplier should work to reduce the environmental impacts of their operations including natural resource consumption, material sourcing, waste generation, wastewater discharges, and air emissions. Suppliers should prevent accidental releases of hazardous materials into the environment and adverse environmental impacts on the local community.

#### PRODUCT SAFETY AND QUALITY:

**Product Risk Assessment:** Supplier is required to identify and manage risks associated with its products and not manufacture or sell products when it is not possible through proper design, procedures, and practices to provide an appropriate level of safety for people and the environment; specify precautions required in handling, transporting, using, and disposing of its products and take reasonable steps to communicate them to employees, customers, and others who might be affected; comply with all applicable laws and regulations and apply responsible standards where laws and regulations do not exist; work with government agencies and others, as appropriate, to develop responsible laws, regulations, and standards based on sound science and consideration of risk.

**Product Safety:** Velocity's suppliers must have an internal regulation concerning monitoring and maintaining product safety and comply with all applicable laws. Suppliers shall also ensure product safety by complying with all relevant regulatory requirements and restrictions applicable in the region to which the products are being supplied, such as but not limited to: the European Union's RoHS directive (Restriction of the uses of certain Hazardous Substances); REACH regulation (Registration, Evaluation, Authorization and Restriction of Chemicals); Waste Framework Directive including the information requirements defined for the SCIP database (Substances of Concern in Articles as such or Complex Objects).

**Product Quality:** Suppliers shall provide high-quality products that meet the requirements and specifications set forth by Velocity. Suppliers shall create and maintain a Quality Management System (QMS) and Product Safety Management System that can be audited upon request.

**Obligation to Report:** Supplier shall promptly report material issues to Velocity. Material issues include failing to meet recognized safety standards and defects in product labeling or instructions that increase

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the risk of unsafe use and include product specification deviations and microbiological, chemical, or physical hazards that affect the safety of the product. Suppliers must also notify Velocity of voluntary and mandatory product recalls and removals where the supplier has identified products as not meeting applicable safety or quality requirements. Suppliers must also participate actively with Velocity and with regulatory authorities in the recall and removal of products.

Obligation to Communicate Changes: Suppliers are obligated to communicate changes to their product, process, manufacturing location, and/or service with Velocity, including but not limited to: Specifications or any portion or component of the products; specifications or scope of the services; storage conditions; manufacturing processes, procedures, or equipment used to manufacture the products; raw materials; and location of manufacture or company ownership. The general guidelines are that minor changes require notification, and major changes require prior approval, such notification or approval to occur at least 90 days prior. This obligation varies depending on the type of goods supplied and should be communicated to Velocity procurement.

Supply Chain Security: Supplier shall be familiar with the Customs-Trade Partnership Against Terrorism (C-TPAT) requirements and maintain a written security plan in accordance with such requirements addressing: container security and inspection, physical access controls, personnel security, procedural security, security training and threat awareness, and information technology security.

## OTHER

Export Controls: Supplier shall not directly or indirectly provide to Velocity any material or service from a country, person, or entity that is subject to U.S. or other regional, unilateral, and multilateral regulations that restrict transactions with specific foreign entities, persons, or countries (often referred to as denied, debarred, and/or restricted parties). Examples of entities and persons include but are not limited to, terrorists, organizations that fund terrorists, and/or parties guilty of violations. Countries that maintain consolidated lists of financial sanctions targets include the United States, the European Union, Canada, the United Kingdom, and Japan. In the United States, government organizations responsible for enforcing trade sanctions and embargoes include the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC), U.S. Customs and Border Protection, the U.S. Commerce Department Bureau of Industry and Security (BIS), and the U.S. Department of State. Supplier should implement due diligence compliance practices to screen their employees, customers, suppliers, Suppliers, agents, and other business associates, including all parties in each transaction such as banks, insurance companies, shipping lines, and freight forwarders to ensure compliance with applicable laws and regulations concerning embargoes and sanctions.

Responsible Artificial Intelligence: Suppliers that develop (or contribute to developing), train, or use artificial intelligence (AI) must do so according to legal requirements and should strive to follow best practices for responsible AI.

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Law Interpretation: It is recognized that, on occasion, there may be legitimate doubt as to the proper interpretation of the law. In such a circumstance, it is required that the supplier refer the case to a legal representative of Velocity.

## EMPLOYER ACKNOWLEDGEMENT

I confirm that I have received a copy of the Company's Suppliers Code of Conduct and have had an opportunity to review the policy. I understand and agree it is a condition of my business relationship as the Company's Supplier, that I comply with Velocity policies and a failure to do so may result in termination of the business between Velocity and the Supplier.

Date: \_\_\_\_\_

Supplier's Name (Printed): \_\_\_\_\_

Supplier's Signature: \_\_\_\_\_

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