SUPPLIER CODE OF CONDUCT

We at PCI are proud of our reputation for excellence, a reputation based on our commitment to the highest ethical standards. We expect our suppliers to meet these standards as well. This Suppliers Code of Conduct defines the basic requirements for our suppliers to ensure that each supplier and its employees uphold the highest standards of ethics, are compliant with international and local laws, ensure safe working environments, and conduct their business in an environmentally responsible and sustainable way (“Code”). We also expect suppliers to cascade this Code to their own vendors in order to ensure alignment across their entire supply chain. PCI will assess our suppliers’ compliance with this Code, and any violations of this Code may jeopardize the supplier’s business relationship with PCI, up to and including termination.

1. Compliance with applicable Laws. All suppliers are to comply with all applicable laws of the countries in which they operate or otherwise offer services, including with all laws applicable to their supply of goods and services to PCI.

2. Business Integrity. In particular but without limitation, suppliers shall comply with the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), the U.K. Bribery Act, and Singapore’s Prevention of Corruption Act (Cap 241) ("PCA"), all as may be amended from time to time. In general, suppliers shall strictly refrain from any and all forms of corruption, extortion, bribery, embezzlement and any other forms of fraud or illegal conduct with respect to foreign or local public or government officials as well as private sector employees, including but not limited to PCI employees, representatives and agents (collectively "Public and Private Sector Employees"). Suppliers shall not offer nor make any improper payments of money or anything of value to Public and Private Sector Employees, including not making small, so-called “facilitation” payments intended to induce public officials to perform their functions, or to expedite or secure performance of a routine governmental action like issuing licenses or permits, or obtaining a visa or customs clearance. Suppliers shall not offer to any PCI employee, representative or agent any gifts, inducement or reward to obtain or retain business or other improper advantage, or that may create the appearance of improperly influencing any business decision of PCI. Suppliers shall at all times remain free from conflicts of interest that may adversely influence their business relationship with PCI, and shall promptly disclose any such (potential) conflicts of interests to PCI.

3. Confidentiality and Data Protection. Suppliers shall properly handle all confidential, proprietary, intellectual property and personal information obtained in the course of doing or seeking to do new or additional business with PCI ("Confidential Information and IP"), and shall apply appropriate physical and electronic or other security procedures to protect Confidential Information and IP from unauthorised disclosure or access. Confidential Information and IP must not be used for any purpose other than the business purpose for which it was provided. Suppliers must not disclose Confidential Information and IP to any third party (including affiliates or other related entities) without first obtaining written permission from PCI or the owners of the Confidential Information and IP as the case may be, and shall abide by all applicable personal data privacy and protection laws. Suppliers shall at all times respect and comply with all intellectual property rights assertions, including protection against disclosure, patents, copyrights and trade and other registered or unregistered marks.

4. Competition / Antitrust Laws. Suppliers must abide by all applicable competition and antitrust laws. As non-exhaustive examples: PCI requires suppliers not to engage in any anti-competitive practices such as fixing prices or rigging bids with their competitors, or exchanging current, recent or future pricing information with their competitors, or participating in a cartel, or refusing to supply for reasons prohibited by applicable competition or antitrust laws.

5. Global Trade Compliance. Suppliers shall comply with import and export laws, regulations, sanctions, embargoes, edicts, government decrees and other state directives relating to the shipment, transit, conveyance, transport or dispatch of goods and the transfer of technologies across borders. Where authorisations and permits are required to import or export goods or services, suppliers shall plan sufficiently ahead so as to obtain them in a timely fashion and thereby ensure on-time deliveries. Suppliers shall pay close attention to ensuring a robust supply chain that is adequately protected from misuse such as, but not limited to, transporting
drugs, weapons of mass destruction, or in aid of terrorism and other illegal activities. Suppliers are not to procure or make use of so-called “conflict minerals” (i.e. no minerals that directly or indirectly finance armed conflict or benefit armed groups), and shall have or otherwise promptly establish a policy and constantly exercise due diligence to assure against such use. Suppliers shall only use carriers certified compliant with C-TPAT (Customs-Trade Partnership Against Terrorism) as published by the USA, STP (Secure Trade Program) as published by Singapore, and the AEO (Authorized Economic Operator) as published by the European Union, as applicable.

6. **Fair Employment Practices.** Suppliers shall treat all their employees fairly in accordance with laws applicable to each employee, and consequently, shall not unlawfully discriminate based on gender, age, marital status, sexual orientation, religion, national origin, ethnicity, or disability. PCI expects suppliers to allow freely chosen employment (i.e. all work to be voluntary, no forced labour), to actively seek to prevent illegal child labour (“child” refers to any person under the age of 15 (or 14 where the law of the country permits), or under compulsory education, or under the minimum age for employment in the country), to not exceed the maximum number of working hours as stipulated in applicable laws, and to ensure timely and correct payment of earned wages and other benefits in compliance with applicable laws. Suppliers shall freely allow workers’ lawful rights to associate with others, form, and join (or refrain from joining) organizations of their choice, and bargain collectively, without interference, discrimination, retaliation, or harassment.

7. **Anti-Harassment and Abuse.** Suppliers shall provide a work environment free of harassment and abuse. Suppliers shall not threaten workers with, or subject them to, harsh or inhumane treatment, including but not limited to verbal abuse and harassment, psychological harassment, mental and physical coercion, and sexual harassment.

8. **Environment, Health and Safety.** Suppliers shall provide a safe and healthy working environment for all its employees in accordance with applicable environmental, health and workplace safety laws, and shall obtain, maintain and comply with all required health and safety permits. Suppliers are encouraged to actively manage their operations to minimise waste, air and other pollutant emissions, to seek to conserve natural resources, and to work with and within the communities in which they operate to better protect the environment.

9. **Records and Audits.** Suppliers shall maintain documents and records to ensure regulatory and statutory compliance, as well as compliance with this Code. Suppliers shall regularly audit their and their subcontractors’ facilities and operations to ensure compliance with this Code and all applicable laws. Supplier shall also permit PCI and/or a third party appointed by PCI upon reasonable written notice to audit Suppliers’ facilities and operations, and Supplier shall accordingly also procure their subcontractors to agree to such audits.