

PVD PRODUCTS, INC.
CODE OF BUSINESS CONDUCT & ETHICS
JULY 2023

Table of Contents

Purpose	3
Corporate Culture.....	4
Safety.....	4
Compliance with Laws.....	5
Gifts, Entertainment, Business Courtesies & Gratuities Policy.....	5
Drugs.....	6
Company Resources.....	6
Confidential Information.....	6
Finance.....	7
Conflicts of Interest.....	7
Your Responsibilities.....	7
Conflict of Interest Policy.....	8

CODE OF BUSINESS CONDUCT & ETHICS

Purpose

The purpose for this Code of Business Conduct and Ethics (the “Code”) is to promote and sustain a culture of integrity and respect in all aspects of PVD Products, Inc.’s business. PVD is committed to fostering an environment with the highest business and professional standards. We are dedicated to legal, ethical, and respectful engagement with our peers, customers, and suppliers. This Code reflects our values and is a reference point for our employees, officers and directors in making ethical business decisions. This Code sets forth the basic standards of ethical and responsible business conduct that must be followed by all directors, officers, and employees of PVD in our day-to-day work for the Company. We also expect that consultants and third parties working on our behalf will follow similarly high ethical standards. The Code requires our personnel to comply with all applicable laws and regulations, not tolerate harassment or discrimination of any kind, avoid conflicts of interest, disclose receipt of certain gifts, and protect our confidential information. This Code helps us make legal and ethically responsible decisions that are in the best interests of the Company and ourselves.

Please use this Code as a resource if you have a question as to what to do in a business setting. It is a resource to help you make the right decision. If you ever have a question regarding the correct ethical course of action that is not addressed in this Code or feel that this Code is being violated, please speak up — talk with your manager or me. This Code cannot address every possible situation and we are relying on you and your own good judgment and moral compass in making decisions and knowing when to come forward with questions and concerns.

All employees will be required, on an annual basis, to review, understand, certify, and comply with the Code. Compliance with the Code may not be waived by anyone other than the Board of Directors.

Thank you for your efforts to make PVD a company that operates at the highest ethical standards in compliance with all applicable laws and regulations.

Larry Scipioni, General Manager

Corporate Culture - An Inclusive and Respectful Culture

PVD strives to create a culture that is welcoming, positive, creative, and rewarding — a culture that fosters inclusivity while respecting the individual. Each person is valued for who they are as an individual and their contribution to the Company's goals. Our success is directly related to the extraordinarily motivated and talented people who make up our great team.

One of our goals at PVD is to foster open and consistent communication with one another to create a work environment that allows for the free flow of information. We believe in consistently demonstrating the highest ethical standards, integrity, and dependability in everything we do. We can do this by having an environment where every employee can work free from the fear of discrimination, bullying and harassment.

The Company is committed to equal employment opportunity and to providing a work environment free of unlawful discrimination. The Company complies with all applicable laws prohibiting discrimination and makes all employment decisions without regard for or consideration of any characteristic protected by law. It is the responsibility of every employee to ensure that discrimination does not occur in connection with employment at the Company. Any concerns or complaints implicating this policy should be addressed to your manager or me.

We believe in a work environment that allows for open and respectful communication – an environment where all people are free to contribute fully to the best of their ability, free from the possibility of harassment. PVD does not tolerate harassment or discrimination of any kind. This Code forbids harassment of employees, contractors, suppliers, and customers, including any unwelcome verbal or physical advances, and forbids sexually, racially, or otherwise derogatory or discriminatory materials, statements, or remarks. Offensive or hostile working conditions created by harassment is not tolerated. If you ever have a concern, please know that your concern will be heard, respected and addressed by PVD in an appropriate manner.

Safety

We are committed to providing a safe and non-threatening workplace. Employees should be familiar with and follow all security and safety guidelines and report any unsafe conditions, situations, or accidents. These rules are in place to protect our employees, consultants and guests as well as the Company's assets and intellectual property. Refer to our documented safety procedures on the company's server, at "pvdpublic/PVD Company Policies/Safety". All visitors are to sign in/out at the front door and be accompanied at all times while on the premises. Any acts of violence toward another person or Company property should be reported immediately.

Compliance With Laws, Rules and Regulations

We are committed to complying with all applicable government laws, rules, regulations, and directives. It is the personal responsibility of each employee, officer and director to adhere to the standards and restrictions imposed by those laws, rules and regulations. Employees, officers and directors should seek advice from supervisors, managers, or other appropriate personnel if there are questions regarding the laws, rules and regulations that apply to PVD's business.

Gifts, Entertainment & Business Courtesies

We are committed to doing business with integrity, including avoiding corruption in any form. PVD has zero tolerance for bribery and corruption. All must comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act ("FCPA") and anti-bribery laws, and anti-corruption laws of every jurisdiction in which we operate. These laws make it a crime to gift, pay or promise "anything of value" (bribes) to any foreign official to:

- influence an act or a decision to obtain, retain, and/or direct business, or
- secure an improper advantage of any kind.

The term "gift" is broadly defined to include anything of value, even the smallest gifts or favors (for example: holiday gifts, extravagant travel, lodging, dinner and entertainment) and may be a violation. There is no *de minimis* exception. The term "foreign official" is also broadly defined within the regulation and includes: any foreign government employee regardless of rank; a political party; a candidate for foreign political office; a manager of a state-owned business enterprise; a member of a royal family, etc. Violations of the FCPA carry heavy penalties that include monetary fines and imprisonment. In addition, violations will result in disciplinary action by the Company and could result in termination of employment.

Giving any payment or gift in the nature of a bribe or kickback is absolutely prohibited – regardless of whether the recipient is a foreign official. In the event you desire to do more than provide standard meals and entertainment to a business colleague, such expenditure needs to be cleared by your manager or me in advance. You may not furnish or offer any gift that goes beyond the common courtesies associated with accepted business practices or that is an inducement or reward for entering into a business transaction.

All Company employees, officers and Board members are prohibited from providing or receiving a bribe of any kind. If you receive a gift (with a greater than a *de minimis* value) or are offered a gift in connection with the performance of your duties from a vendor, customer, or business associate, you are required to notify your manager. Receiving any payment or gift in the nature of a bribe or kickback is absolutely prohibited.

Any employee, officer or director who suspects or is aware of a violation of any of the provisions of this policy is required to promptly report the matter to their supervisor or to me. All reports will be dealt with confidentially to the extent possible. Neither the Company nor any of its employees shall take retaliatory action against an employee for making a good faith report.

Drugs & Alcohol

We have a strict drug and alcohol policy. Employees are not permitted to use, possess, sell, transfer, manufacture, distribute, or be under the influence of illegal drugs on Company-owned or leased property, during working hours, while on Company business, or while using Company property. Although certain

jurisdictions may allow the prescription or other use of marijuana, this policy also applies to marijuana, which remains illegal under U.S. Federal law. In addition, no employee may report for work, go on or remain on duty while under the influence of, or impaired by, alcohol or these drugs or substances. All employees who consume alcohol at Company-sponsored events are expected to consume alcohol responsibly and are responsible for their actions.

Company Resources

PVD counts on you to use good judgment to conserve and safeguard Company assets and resources. The Company's assets include time, funds, equipment, materials, resources, data, the physical space in which we work and proprietary information. These Company assets are provided for business use and should be used for business purposes to advance Company objectives. All employees, officers and directors should protect the Company's assets and ensure their efficient use. We are aware that, although these assets are intended to be used solely for Company business, occasionally personal use of these assets may occur without adversely affecting the interests of the Company. Such limited personal use of Company assets in these situations is allowed, within reason, as long as it does not interfere with your or your coworkers' ability to perform your job. In such situations, like in all Company situations, employees do not have a reasonable expectation of privacy. Information and material transmitted or stored on Company resources may be monitored, retained, or reviewed.

This Code cannot address every possible use of Company assets. Please use your personal judgment and ask your supervisor if you have a question. Company assets may never be removed from the Company's premises without prior authorization. Company assets may not be used to support a personal business, consulting efforts, or outside fundraising activity.

Confidential Information

Every employee, officer and director is bound by the terms of a Confidentiality Agreement which prohibits the sharing and misuse of the Company's proprietary information, including proprietary information provided to the Company by third-parties. "Proprietary information" includes, but is not limited to, information regarding the Company's product development, processes, customer requirements, current and future business opportunities, expenses, salaries, pricing, and financial information. Proprietary information may not be copied or removed from the premises without prior approval from me. Removal from the Company premises means the actual physical removal of information as well as the transmittal of information via fax, telephone, e-mail, or any other form of electronic communication, except in the ordinary course of performing your job duties on behalf of the Company. Be aware that should personal computers be used when performing Company business, they may be subject to search. Upon the termination of your employment, you must return everything that belongs to the Company, including all documents and other materials containing confidential information. You must not disclose confidential information to a new employer or to others after ceasing to be an employee of the Company.

Finances

As a PVD employee, we all have an obligation to promote integrity throughout the organization. This obligation applies to use of Company funds and to the accurate reporting of expenses incurred while on Company business. All PVD employees are personally responsible for any company-related funds that they control or spend. Company funds must only be used for PVD business purposes. Every employee must ensure we receive good value and maintain accurate and timely records for each expense.

Conflicts of Interest

All employees, officers and directors are required to avoid a situation that creates – or appears to create – a conflict between their own personal interests and the interests of the Company. A conflict of interest occurs when an employee’s personal activities or relationships interfere with his or her objectivity in doing what’s in the best interests of the Company.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a related party. Other examples of an impermissible conflict of interest could be:

Failing to disclose a personal relationship in connection with a potential business transaction;

Using Company information for personal gain;

Competing with the Company for a potential business opportunity.

Each employee, officer and director is required to comply with the Company’s Conflict of Interest Policy. If employees have any question whether a situation is a conflict of interest, employees should discuss the matter with their supervisor. If it remains unresolved, refer the matter to me for a final determination.

Your Responsibilities: *If You See Something, Say Something*

Each of us represents the Company. We are each responsible for:

- Creating a culture that fosters excellence;
- Complying with all laws and regulations in the countries where we do business;
- Knowing and complying with this Code and other company policies; and
- Taking action.

Each of us is responsible for building and maintaining the Company’s culture of excellence. When faced with an ethical dilemma, please speak up. You and are required to speak up promptly if you see or suspect something that could harm another employee or the Company or may constitute a violation of this Code. Please note, choosing to “not get involved” is, in itself, a conscious decision that may violate the terms of this Code.

Our success as a Company and our commitment to our values depends on each of us making the right decision daily. We can collectively solve any problem as a team and build a culture of dignity and respect. There will be no retaliation against any individual who asks a question or reports, honestly and in good faith, a possible safety concern, ethical violation, discriminatory action, or harassment of any kind. Such retaliation is a violation of the Code and will not be tolerated.

There are many ways to ask a question or report a concern. You may speak with your manager, an HR representative or me. We will investigate all concerns promptly, efficiently, and confidentially, to the extent possible. Please note, it may not be possible for the results of an investigation to be communicated back to you due to privacy/confidentiality requirements. During investigations, employees are required to cooperate and tell the truth. Failure to do so may result in disciplinary action, up to and including termination.

These are the rules and policies of our Code. By certifying, we agree to follow those or face the potential consequences of discipline or termination. Use the guide below to help you choose the best course of action:

If in doubt, ask these questions:

Is it legal?

Does it reflect our values and principles?

Does this reflect positively on the Company and its stockholders?

Are you proud of your actions?

If you answer No to any of these questions, please reconsider your actions. If you have any questions, please reach out to me.

PVD PRODUCTS, INC.

CONFLICT OF INTEREST POLICY

This **Conflict of Interest Policy** (“**Policy**”) is designed to help directors, officers, and employees of PVD Products, Inc. (the “**Company**”) identify situations that present potential conflicts of interest and to provide the Company with a procedure that, if observed, will allow a transaction to be treated as valid and binding even though a director, officer, or employee has or may have a conflict of interest with respect to the transaction. In the event there is an inconsistency between the requirements and the procedures prescribed herein and those in federal or state law, the law shall control. To the extent that laws provide obligations different than or in addition to the requirements of this Policy for specific individuals, such specific requirements are set forth in Part 4 of this Policy. All capitalized terms not defined in context are defined in Part 2 of this policy.

1. **Conflict of Interest Defined.** For purposes of this Policy, the following circumstances shall be deemed to create Conflicts of Interest:

A. Outside Interests.

(i) A Contract or Transaction between the Company and a Responsible Person or Family Member.

(ii) A Contract or Transaction between the Company and an entity in which a Responsible Person or Family Member has a Material Financial Interest or of which such person is a director, officer, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative.

B. Outside Activities.

(i) A Responsible Person competing with Company in the rendering of services or in any other Contract or Transaction with a third party.

(ii) A Responsible Person’s having a Material Financial Interest in; or serving as a director, officer, employee, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative of, or consultant to; an entity or individual that competes with Company in the provision of services or in any other Contract or Transaction with a third party.

C. Gifts, Gratuities and Entertainment. A Responsible Person accepting gifts, entertainment, or other favors from any individual or entity that:

(i) does or is seeking business with, or is a competitor of Company; or

(ii) has received, is receiving or is seeking to receive a loan or grant, or to secure other financial commitments from Company;

(iii) is a charitable organization; under circumstances where it might be inferred that such action was intended to influence or possibly would influence the Responsible Person in the performance

of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value that are not related to any particular transaction or activity of Company.

2. Definitions.

- A. A Conflict of Interest is any circumstance described in Part 1 of this Policy.
- B. A Responsible Person is any person serving as an officer, employee (who has the ability to influence decision making of the Company) or member of the board of directors of Company.
- C. A Family Member is a spouse, domestic partner, parent, child, or spouse of a child, brother, sister, or spouse of a brother or sister, of a Responsible Person.
- D. A Material Financial Interest in an entity is a financial interest of any kind that, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect a Responsible Person's or Family Member's judgment with respect to transactions to which the entity is a party. This includes all forms of compensation.
- E. A Contract or Transaction is any agreement or relationship involving the sale of purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, the establishment of any other type of pecuniary relationship or review of a charitable organization by Company. The making of a gift to Company is not a Contract or Transaction.

3. Procedures.

- A. Before board action on a Contract or Transaction involving a Conflict of Interest, a director having a Conflict of Interest and who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting.
- B. A director who plans not to attend a meeting at which he or she has reason to believe that the board will act on a matter in which the person has a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
- C. A person who has a Conflict of Interest shall not participate in or be permitted to hear the board's discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.
- D. A person who has a Conflict of Interest with respect to a Contract or Transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote. The person having a conflict of interest may not vote on the Contract or Transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting. For purposes of this paragraph, a member of the board of directors of Company has a Conflict of Interest when he or she stands for election as an officer or for re-election as member of the board of directors.

E. Responsible Persons who are not members of the board of directors of Company or who have a Conflict of Interest with respect to a Contract or Transaction that is not the subject of board action, shall disclose to the Chair or the Chair's designee any Conflict of Interest that such Responsible Person has with respect to a Contract or Transaction. Such disclosure shall be made as soon as the Conflict of Interest is known to the Responsible Person. The Responsible Person shall refrain from any action that may affect Company's participation in such Contract or Transaction. In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to the Chair or the Chair's designee, who shall determine whether there exists a Conflict of Interest that is subject to this policy.

4. **Department of Energy Compliance.**

This Policy is intended to comply with the Department of Energy (DOE) Interim Conflict of Interest Policy Requirements for Financial Assistance, as the same may be amended from time to time (the "DOE Policy"). The DOE Policy establishes standards that provide a reasonable expectation that the design, conduct, and reporting of projects wholly or in part funded under DOE financial assistance awards will be free from bias resulting from financial conflicts of interest or organizational conflicts of interest. In the event of a conflict between the terms of the DOE Policy and this Policy, the terms of the DOE Policy shall control. This Policy shall be deemed amended to come into full compliance with the DOE Policy.

A. All Responsible Persons and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE (each a "DOE Reporting Person") shall disclose Significant Financial Interests (as defined below) to Company's Controller (the "Disclosures"). Each DOE Reporting Person is required to update their Disclosures at least annually, and not later than December 1 of each calendar year, and also within thirty days of discovering or acquiring (e.g., through purchase, marriage, or inheritance) a new significant financial interest. Company shall review and manage any financial conflicts of interest and provide reports to DOE as required in the DOE Policy. For purposes of the Policy, "manage" means taking action to address a financial Conflict of Interest, which can include mitigating or eliminating the Conflict of Interest, to ensure, to the extent possible, that the purpose, design, conduct, and reporting of a project will be free from bias.

Significant Financial Interest means:

(i) A financial interest consisting of one or more of the following interests of the DOE Reporting Person (and those of the DOE Reporting Person's spouse and dependent children) that reasonably appears to be related to the DOE Reporting Person's non-Company responsibilities:

(x) With regard to any foreign or domestic publicly traded entity, a *significant financial interest* exists if the value of any remuneration received from the entity in the twelve months preceding the disclosure and the value of any equity interest in the entity as of the date of disclosure, when aggregated, exceeds \$5,000. For purposes of this definition, remuneration includes salary and any payment for services not otherwise identified as salary (e.g., consulting fees, honoraria, paid authorship); equity interest includes any stock, stock option, or other ownership interest, as determined through reference to public prices or other reasonable measures of fair market value;

(y) With regard to any foreign or domestic non-publicly traded entity, a *significant financial interest* exists if the value of any remuneration, not otherwise disclosed as current, pending,

or other support, received from the entity in the twelve months preceding the disclosure, when aggregated, exceeds \$5,000, or when the DOE Reporting Person (or the DOE Reporting Person's spouse or dependent children) holds any equity interest (e.g., stock, stock option, or other ownership interest);

- (z) Intellectual property rights and interests (e.g., patents, copyrights), upon receipt of income related to such rights and interests.

B. Each DOE Reporting Person will report to Company all details relating to any proposed travel including, at a minimum, the purpose of a trip, the identity of the sponsor/organizer, the destination, and the duration. In the event some or all of the costs associated with the proposed trip are paid for by someone other than the Company, the DOE Reporting Person shall be required to also disclose the monetary value of the proposed trip (including accommodations). Any reimbursed or sponsored travel (*i.e.*, that which is paid on behalf of the Person and not reimbursed to the Person so that the exact monetary value may not be readily available) related to their institutional responsibilities that is not otherwise disclosed in current and pending or other support disclosures, must be disclosed, provided that this disclosure requirement does not apply to travel that is reimbursed or sponsored by a Federal, state, or local government agency of the United States; a domestic Institution of Higher Education; or a domestic research institute that is affiliated with a domestic Institution of Higher Education.

C. The term *significant financial interest* does not include the following types of financial interests: salary, royalties, or other remuneration paid by Company to the DOE Reporting Person if the DOE Reporting Person is currently employed or otherwise appointed by Company, including intellectual property rights assigned to the Company and agreements to share in royalties related to such rights; any ownership interest in the Company held by the DOE Reporting Person, if the Company is a commercial or for-profit organization; income from investment vehicles, such as mutual funds and retirement accounts, as long as the DOE Reporting Person does not directly control the investment decisions made in these vehicles; income from seminars, lectures, or teaching engagements sponsored by a Federal, state, or local government agency of the United States, a domestic Institution of Higher Education, or a domestic research institute that is affiliated with a domestic Institution of Higher Education; or income from service on advisory committees or review panels for a Federal, state, or local government agency of the United States, a domestic Institution of Higher Education, or a domestic research institute that is affiliated with a domestic Institution of Higher Education.

D. Each DOE Reporting Person will complete training regarding this Policy and DOE requirements prior to engaging in projects related to any DOE financial assistance award and at least every four years, and immediately when any of the following circumstances apply:

- (i) The Company revises its financial conflict of interest policies or procedures in any manner that affects the requirements of DOE Reporting Persons;
- (ii) A individual becomes a DOE Reporting Person whether because he/she is new to the Company or new to his/her position as a DOE Reporting Person; or
- (iii) If the Company finds that a DOE Reporting Person is not in compliance with the Company's financial Policy.

E. Each DOE Reporting Person who is planning to participate in, or is participating in, the project funded under a DOE award shall provide all information requested by Company to allow Company to review disclosures of significant financial interests.

F. Each DOE Reporting Person who is planning to participate in the DOE award shall be required to disclose to the Company's Controller such DOE Reporting Person's significant financial interests (and those of such person's spouse and dependent children) no later than the time of application for the DOE award. In the event the Company seeks to add a DOE Reporting Person after the time of application, the Company shall require newly added DOE Reporting Person to make such disclosures prior to participating in a project funded under a DOE award.

G. Each DOE Reporting Person who is participating in the DOE award shall submit an updated disclosure of significant financial interests at least annually, in accordance with the specific time-period prescribed by the Company, during the period of the award. Such disclosure shall include any information that was not disclosed initially to the Company, or in a subsequent disclosure of significant financial interests (e.g., any financial conflict of interest identified on a DOE award that was transferred from another company) and shall include updated information regarding any previously disclosed significant financial interest (e.g., the updated value of a previously disclosed equity interest).

H. Each DOE Reporting Person who is participating in the DOE award shall submit an updated disclosure of significant financial interests within thirty days of discovering or acquiring (e.g., through purchase, marriage, or inheritance) a new significant financial interest.

I. Each disclosure and updated disclosure shall be signed and dated by each DOE Reporting Person and include a certification statement that reads:

I understand that this Disclosure is required to obtain funding from the U.S. Government. I, [Full Name and Title], certify to the best of my knowledge and belief that the information contained in this Disclosure Statement is true, complete, and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to U.S. Government's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

J. If it is determined that a DOE Reporting Person has failed to timely comply with the DOE Policy, this Policy or provides false information either to the Company or the DOE, based on evidence collected, the Company may take appropriate remedial and/or corrective action, which may include discipline or termination of the employment. The Company will also take appropriate action under the circumstances to deter any future inappropriate conduct.

K. In addition to the financial conflicts of interest addressed above, the Company also adheres to strict policies regarding organizational conflicts of interest in connection with any organizations who are members of a Project Team with Company and recipients of any DOE (or other US Government agency) award. In this regard, the Company engages with its parent High Temperature Superconductors, Inc. on an arms-length basis in all negotiations and shall ensure that it discloses any relationship Company might have with any other member of a Project Team.

5. **Confidentiality.** Each Responsible Person shall exercise care not to disclose confidential information acquired in connection with such status or information the disclosure of which might be adverse to the interests of the Company. Furthermore, a Responsible Person shall not disclose or use information relating to the business of the Company for the personal profit or advantage of the Responsible Person or a Family Member.

6. **Review of Policy.**

A. Each new Responsible Person shall be required to review a copy of this Policy and to acknowledge in writing that he or she has done so.

B. Each new Responsible Person shall annually complete a disclosure form identifying any relationships, positions, or circumstances in which the Responsible Person is involved that he or she believes could contribute to a Conflict of Interest arising. Such relationships, positions, or circumstance might include service as a director of or consultant to a not-for-profit organization, or ownership of a business that might provide goods or services to Company. Any such information regarding business interests of a Responsible Person or a Family Member shall be treated as confidential and shall generally be made available only to the Board Members, and, if applicable, any committee appointed to address Conflicts of Interests, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.

C. This policy shall be reviewed annually by each member of the board of directors. Any changes to the policy shall be communicated immediately to all Responsible Persons.

PVD Products, Inc.'s Conflict of Interest Information Form

Name: _____ Date: _____

Please describe below any relationships, positions, or circumstances in which you are involved that you believe could contribute to a Conflict of Interest (as defined in PVD Products, Inc.'s Conflicts of Interest Policy) arising.

I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, PVD Products, Inc.'s Conflict of Interest Policy that is currently in effect.

Signature: _____ Date: _____