Code Of Conduct

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1. GENERAL PROVISIONS

1.1. This Code is based directly on the International Code of Conduct and articulates principles applicable to the actions of MAST Employees and Contractors while performing security services in complex environments.

1.2. This Code complements and does not replace the control exercised by competent state authorities and does not limit or alter applicable international law or relevant national law.

1.3. The Code creates no legal obligations and no legal liabilities on either MAST Employees and Contactors or MAST beyond what already exists under national or international law. Nothing in this Code shall be interpreted as limiting or prejudicing in any way existing or developing rules of international law.

2. GENERAL COMMITMENTS

2.1. MAST agrees to operate in accordance with the principles contained in this Code and requires that its employees, contractors and all subcontractors and other parties carrying out security services under contract operate in accordance with the principles contained in this Code.

2.2. MAST will implement appropriate policies and oversight with the intent that the actions of its employees and contractors comply at all times with the principles contained herein.

2.3. Compliance with this Code will be made an integral part of contractual agreements with Employees, Contractors, companies and subcontractors. MAST will adhere to this Code, even when the Code is not included in a contractual agreement.

2.4. MAST will not knowingly enter into contracts where performance would directly and materially conflict with the principles of this Code, applicable national or international law, or applicable local, regional and international human rights law, and are not excused by any contractual obligation from complying with this Code. To the maximum extent possible, signatory companies will interpret and perform contracts in a manner that is consistent with this Code.

2.5. MAST will, and will require Employees and Contractors to, comply with applicable law which may include international humanitarian law, and human rights law as imposed upon them by applicable national law, as well as all other applicable international and national law.

2.6. MAST will exercise due diligence to ensure compliance with the law and with the principles contained in this Code, and will respect the human rights of persons they come into contact with, including, the rights to freedom of expression, association, and peaceful assembly and against arbitrary or unlawful interference with privacy or deprivation of property.

2.7. MAST agrees not to contract with, support or service any government, person, or entity in a manner that would be contrary to United Nations Security Council sanctions.

2.8. MAST will not, and will require that their Employees and Contractors will not, participate in, encourage, or seek to benefit from any international or national crimes including but not limited to war crimes, crimes against humanity, genocide, torture, enforced disappearance, forced or compulsory labour, hostage-taking, sexual or gender-based violence, human trafficking, the trafficking of weapons or drugs, child labour or extrajudicial, summary or arbitrary executions.

2.9. MAST will not, and will require that Employees and Contractors may not, invoke contractual obligations, superior orders or exceptional circumstances such as an armed conflict or an

imminent armed conflict, a threat to national or international security, internal political instability, or any other public emergency, as a justification for engaging in any of the conduct identified in principle 9 of the International Code of Conduct.

2.10. MAST will not, and will require that Employees and Contractors, report known or reasonable suspicion of the commission of any of the acts identified in principle 9 of the International Code of Conduct to the Company, who will inform one or more of the following:
   a) the competent authorities in the country where the act took place
   b) the country of nationality of the victim; or
   c) the country of nationality of the perpetrator.

2.11. MAST will take reasonable steps to ensure that the goods and services they provide are not used to violate human rights law or international humanitarian law and are not derived from such violations.

2.12. MAST will not, and will require that Employees and Contractors will not, consistent with applicable national and international law, promise, offer, or give to any public official, directly or indirectly, anything of value for the public official himself or herself or another person or entity, in order that the public official act or refrain from acting in the exercise of his or her official duties if such inducement is illegal.

2.13. MAST will not, and will require Employees and Contractors to not, solicit or accept, directly or indirectly, anything of value in exchange for not complying with national and international law and/or standards, or with the principles contained within this Code.

2.14. MAST will establish a corporate culture that promotes awareness of and adherence by all Employees and Contractors to the principles of this Code and the International Code of Conduct. In furtherance of this objective, MAST will require their Employees and Contractors to comply with principles 15 to 32 of the International Code of Conduct, minimally this will include providing sufficient training to ensure Employees and Contractors are capable of doing so.

2.15. MAST confirms compliance with applicable modern slavery, forced labour and human trafficking legislation, including the UK Modern Slavery Act 2015, Australian Modern Slavery Act 2018, and equivalent national legislation where applicable.

3. FOUNDATIONAL PRINCIPLES

3.1. MAST respects human rights. This means that MAST avoids infringing on the human rights of others and addresses adverse human rights impacts with which they might get involved.

3.2. MAST avoids causing or contributing to adverse human rights impacts through their own activities, and addresses such impacts via risk assessment and when they occur;

3.3. MAST seeks to prevent or mitigate adverse human rights impacts that MAST can link directly to their operations or services

4. HUMAN RIGHTS DUE DILIGENCE

4.1. MAST conducts a risk assessment process to identify, prevent, mitigate and account for how MAST addresses their impacts on:

a) human rights;
b) forced/compulsory labour; and
c) child labour.

4.2. MAST makes publicly available their human rights commitment and communicates it internally and externally to all personnel, contractors, subcontractors, business partners and other relevant parties.

4.3. MAST actively engages in open dialogue with stakeholder groups, such as ICoCA, with regards to human rights issues.

4.4. MAST supports engagement with, and oversight by, the International Code of Conduct Association (ICoCA), including independent monitoring, audit and corrective action processes

where applicable.

4.5. MAST considers the country and local context in which it is operating or intends to operate so as to identify the risk of involvement in human rights abuses and the company's potential impact on the situation.

4.6. MAST raises awareness within the company of known human rights issues within the company's sphere of influence.

4.7. MAST incorporates appropriate principles of human rights into contracts with their contractors, approved suppliers and business partners, inclusive of combating child labour and forced or compulsory labour.

4.8. MAST monitors adherence by approved suppliers to human rights standards and prohibitions against forced and child labour, and minimum age.

4.9. MAST records all allegations, as reported to MAST, of human rights abuses by MAST, their contractors, sub-contractors and employees.

5. LABOUR STANDARDS

5.1. MAST guarantees freedom of association.

5.2. MAST considers minimum age requirements as may be set by local, home or flag state law, and, where national law is insufficient, take account of international standards, including a commitment not to employ a child labour as identified in ILO Convention 182 (worst forms of child labour) and 138 (minimum age).

5.3. In no circumstances MAST employs any person younger than 21 in duties that might require the use of firearms.

5.4. MAST does not use, is complicit in, or benefits from forced labour and where adherence to

forced labour provisions of national laws and regulations is insufficient, MAST takes account of international standards.

5.5. MAST makes available employment/consultancy contracts to all employees and contractors stating the terms and conditions of service, the voluntary nature of employment / service provision, the freedom to leave (including the appropriate procedures) and any penalties that may be associated with a departure or cessation of work.

5.6. MAST writes employment and consultancy contracts in languages easily understood by employees and contractors, indicating the scope of and procedures for leaving the job / assignment.

5.7. In planning and conducting business and operations, MAST ensures that workers in debt bondage or in other forms of forced labour are not engaged.

5.8. MAST prohibits the requirement that employees/contractors lodge financial deposits with the company.

6. REMEDIATION

6.1. Where MAST identifies that they have caused or contributed to adverse impacts, they cooperate in their remediation through legitimate processes.

7. ISSUES OF CONTEXT

7.1. In all contexts, MAST:

(a) Complies with all applicable laws and respects internationally recognized human rights, wherever they operate;

(b) Seek ways to honour the principles of internationally recognized human rights when faced with conflicting requirements; and

(c) Treat the risk of causing or contributing to gross human rights abuses as a legal compliance issue wherever they operate.

8. SPECIFIC COMMITMENTS REGARDING THE CONDUCT OF EMPLOYEES AND CONTRACTORS

8.1. General Conduct

8.1.1. MAST requires that all contractors will treat all persons humanely and with respect for their dignity and privacy and will report any breach of this Code.

8.2. Rules for the Use of Force

8.2.1. MAST will adopt Rules for the Use of Force consistent with applicable law and the minimum requirements contained in the section on Use of Force in the International Code of Conduct and agree those rules with the client.

8.3. Use of Force

8.3.1. MAST requires Employees and Contractors to take all reasonable steps to avoid the use of force. If force is used, it shall be in a manner consistent with applicable law. In no case shall the use of force exceed what is strictly necessary and should be proportionate to the threat and appropriate to the situation.

8.3.2. MAST requires that Employees and Contractors shall not use firearms against persons except in self-defence or defence of others against the imminent threat of death or serious injury, or to prevent the perpetration of a particularly serious crime involving grave threat to life.

8.3.3. To the extent that Employees and Contractors are formally authorized to assist in the exercise of a state's law enforcement authority, MAST will require that their use of force or weapons will comply with all national and international obligations applicable to regular law enforcement officials of that state and, as a minimum, with the standards expressed in the United Nations Basic Principles on the Use of Force and Firearms by Law

Enforcement Officials (1990).

8.4. Detention

8.4.1. MAST will, and will require Employees and Contractors, only to guard, transport, or question detainees if
a) The company has been specifically contracted to do so by a state and
b) Its Employees and Contractors are trained in the applicable national and international law.

8.4.2. MAST will, and will require Employees and Contractors, to treat all detained persons humanely.

8.5. Apprehending Persons

8.5.1. MAST will, and will require their Employees and Contractors to, not take or hold any persons except when apprehending persons to defend themselves or others against an imminent threat of violence, or following an attack or crime committed by such persons against company employees or contractors, or against clients or property under their protection, pending the handover of such detained persons to the competent authority at the earliest opportunity.

8.5.2. Any such apprehension must be consistent with applicable national or international law and be reported to the client without delay.

8.5.3. MAST will, and will require Employees and Contractors, to treat all apprehended persons humanely and consistent with their status and protections under applicable human rights law or international humanitarian law, including in particular prohibitions on torture or other cruel, inhuman or degrading treatment or punishment.

8.6. Prohibition of Torture or Other Cruel, Inhuman or Degrading Treatment or Punishment

8.6.1. MAST will not, and will require that Employees and Contractors will not, engage in torture or other cruel, inhuman or degrading treatment or punishment. For the avoidance of doubt, torture and other cruel, inhuman or degrading treatment or punishment includes conduct which would constitute torture if committed by a public official.

8.6.2. Contractual obligations, superior orders or exceptional circumstances such as an armed conflict or an imminent armed conflict, a threat to national or international security, internal political instability, or any other public emergency, can never be a justification for engaging in torture or other cruel, inhuman or degrading treatment or punishment.

8.6.3. MAST will, and will require that Employees and Contractors, report any acts of torture or other cruel, inhuman

8.6.4. Or degrading treatment or punishment, known to them, or of which they have reasonable suspicion. Such reports will be made to the client and one or more of the following: the competent authorities in the country where the act took place, the country of nationality of the victim, or the country of nationality of the perpetrator.

8.7. Sexual or Gender-Based Violence

8.7.1. MAST will not benefit from, nor allow Employees and Contractors to engage in or benefit from, sexual exploitation (including, for these purposes, prostitution) and abuse or gender based violence or crimes, either within the company or externally, including rape, sexual harassment, or any other form of sexual abuse or violence. MAST will, and will require Employees and Contractors to, remain vigilant for all instances of sexual or gender-based violence and, where discovered, report such instances to competent authorities.

8.8. Human Trafficking

8.8.1. MAST will, and will require Employees and Contractors to, not engage in, or allow Employees and Contractors to engage in, trafficking in persons. MAST will, and will require Employees and Contractors to, remain vigilant for all instances of trafficking in persons

and, where discovered, report such instances to competent authorities. For the purposes of this Code, human trafficking is the recruitment, harbouring, transportation, provision, or obtaining of a person for (1) a commercial sex act induced by force, fraud, or coercion, or in which the person induced to perform such an act has not attained 18 years of age; or (2) labour or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, debt bondage, or slavery.

8.9. Prohibition of Slavery and Forced Labour

8.9.1. MAST will not use slavery or forced or compulsory labour, or be complicit in any other entity's use of such labour.

8.10. Prohibition on the Worst Forms of Child Labour

8.10.1. MAST will respect the rights of children (anyone under the age of 18) to be protected from the worst forms of child labour, including:

a) All forms of slavery or practices similar to slavery, such as the sale and trafficking of children, debt bondage and serfdom and forced or compulsory labour, including forced or compulsory recruitment of children for use in provision of armed services;
b) The use, procuring or offering of a child for prostitution, for the production of pornography or for pornographic performances;
c) The use, procuring or offering of a child for illicit activities, in particular for the production and trafficking of drugs;
d) Work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children.

8.10.2. MAST will, and will require Employees and Contractors, report to competent authorities any instances of the activities reference above that they know of or have reasonable suspicion of.

8.11. Discrimination

8.11.1. MAST will not, and will require that Employees and Contractors do not, discriminate on grounds of race, colour, sex, religion, social origin, social status, indigenous status, disability, sexual orientation when hiring personnel and will select personnel on the basis of the inherent requirements of the contract

8.12. Identification of Contractors

8.12.1. MAST, to the extent consistent with reasonable security requirements and the safety of civilians, Employees, Contractors and clients, will require Employees and Contractors to be individually identifiable whenever they are carrying out activities in discharge of their contractual responsibilities.

8.12.2. MAST, to the extent consistent with reasonable security requirements and the safety of civilians, Employees, Contractors and clients, ensure that their vehicles are registered and licensed with the relevant national authorities whenever they are carrying out activities in discharge of their contractual responsibilities.

8.12.3. MAST, to the extent consistent with reasonable security requirements and the safety of civilians, Employees, Contractors and clients, ensure that all hazardous materials are registered and licensed with therelevant national authorities.

9. SPECIFIC COMMITMENTS REGARDING MANAGEMENT AND GOVERNANCE

9.1. Incorporation of the Code into Company Policies

9.1.1. MAST will incorporate this Code into company policies and internal control and compliance systems and integrate it into all relevant elements of their operations.

9.2. Selection and Vetting of Employees and Contractors

9.2.1. MAST will exercise due diligence in the selection, including verifiable vetting and on-going

performance review of their contractors.

9.2.2. MAST will only hire individuals with the requisite qualifications as defined by the applicable contract, applicable national law and industry standards, and the principles contained in this Code.

9.2.3. MAST will not hire individuals under the age of 18 years to carry out security services.

9.2.4. MAST will assess and ensure the continued ability of contractors to perform their duties in accordance with the principles of this Code and will regularly evaluate contractors to ensure that they meet appropriate physical and mental fitness standards to perform their contracted duties.

9.2.5. MAST will establish and maintain internal policies and procedures to determine the suitability of their applicants or contractors to carry weapons as part of their duties. At a minimum, this will include checks that they have not:

a) Been convicted of a crime that would indicate that the individual lacks the character and fitness to perform security services pursuant to the principles of this Code;
b) Been dishonorably discharged
c) Had other employment terminated for documented violations of one or more of the principles contained in this Code, or
d) A history of other conduct that, according to an objectively reasonable standard, brings into question their fitness to carry a weapon.

9.2.6. For the purposes of this paragraph, disqualifying crimes may include, but are not limited to, battery, murder, arson, fraud, rape, sexual abuse, organized crime, bribery, corruption, perjury, torture, kidnapping, drug trafficking or trafficking in persons. This provision shall not override any law restricting whether a crime may be considered in evaluating an applicant. Nothing in this section would prohibit MAST from utilizing more stringent criteria.

9.2.7. MAST will require all applicants to authorize access to prior employment and available Government records as a condition for employment, including records relating to posts held

with the military, police or public or private security service providers, and will, consistent with applicable national law, require all contractors to agree to participate in internal investigations and disciplinary procedures as well as in any public investigations conducted by competent authorities, except where prohibited by law.

9.3. Selection and Vetting of Subcontractors

9.3.1. MAST will exercise due diligence in the selection, vetting and on-going performance review of all subcontractors performing private security services.

9.3.2. In accordance with principle 4 of this Code, MAST will require that their contractors and all subcontractors and other parties carrying out security services under the contract operate in accordance with the principles contained in this Code and the standards derived from the Code.

9.3.3. If MAST contracts with an individual or any other group or entity to perform security services under a subcontract, and that individual or group is not able to fulfil the selection, vetting and training principles contained in this Code and the standards derived from the Code, then MAST will take reasonable and appropriate steps to ensure that selection, vetting and training of subcontractor 's contractors are conducted in accordance with the principles contained in this Code and the standards derived from the Code.

9.4. Company Policies and Employees/Contractors Contracts

9.4.1. MAST will ensure that their policies on the nature and scope of services they provide, on hiring of Employees/Contractors and other relevant employee/contractor's reference materials such as employee and contractor's contracts include appropriate incorporation of this Code and relevant and applicable labour laws. Contract terms and conditions will be clearly communicated and available in a written form to all employee and contractors in a format and language that is accessible to them.

9.4.2. MAST will keep employment and service records and reports on all past and present

employees and contractors for a period of 7 (seven) years. MAST will require all employees and contractors to authorise the access to and retention of employee and available Government records, except where prohibited by law. Such records will be made available to any compliance mechanism established pursuant to this Code or competent authority on request, except where prohibited by law.

9.4.3. MAST will only hold passports, other travel documents, or other identification documents of their employees and contractors for the shortest period of time reasonable for administrative processing or other legitimate purposes. This paragraph does not prevent MAST from co-operating with law enforcement authorities in the event that a member of their employees and contractors is under investigation.

9.5. Training of Employees and Contractors

9.5.1. MAST will ensure that all employees and contractors performing security services receive initial and recurrent professional training.

9.5.2. Training shall include awareness of this Code and all applicable international and relevant national laws, including those pertaining to international human rights, international humanitarian law, international criminal law and other relevant criminal law.

9.5.3. MAST will maintain records adequate to demonstrate attendance and results from all professional training sessions, including from practical exercises.

9.6. Management of Weapons

9.6.1. MAST will acquire and maintain authorizations for the possession and use of any weapons and ammunition required by applicable law.

9.6.2. MAST will, and will require that their employees and contractors will, neither possess nor use weapons or ammunition which could be illegal under any applicable law. MAST will not, and will require that their contractors will not, engage in any illegal weapons transfers and will

conduct any weapons transactions in accordance with applicable laws and UN Security Council requirements, including sanctions. Weapons and ammunition will not be altered in any way that contravenes applicable national or international law.

9.6.3. MAST policies or procedures for management of weapons and ammunitions include:
a) Secure storage;
b) Controls over their issue;
c) Records regarding to whom and when weapons are issued;
d) Identification and accounting of all ammunition; and
e) Verifiable and proper disposal.

Weapons Training

1. MAST will require that:
1.1. Employees and Contractors who are to carry weapons will be granted authorization to do so only on completion or verification of appropriate training with regard to the type and model of weapon they will carry. Employees and Contractors will not operate with a weapon until they have successfully completed specific training.
1.2. Employees and Contractors carrying weapons will receive regular, verifiable and recurrent training specific to the weapons they carry and rules for the use of force.
1.3. Employees and Contractors carrying weapons will receive appropriate training in regards to rules on the use of force. This training may be based on a variety of relevant standards, but should be based as a minimum on the principles contained in this Code and the UN Basic Principles on the Use of Force and Firearms by Law Enforcement Officials (1990), and national laws or regulations in effect in the area duties will be performed.

Management of Material of War

2. MAST will, and will require their employees and contractors to, acquire and maintain all authorisations for the possession and use of any materiel of war e.g. hazardous materials and munitions, as required by applicable law.

3. MAST will, and will require their employees and contractors, neither possess nor use any materiel of war, e.g. hazardous materials and munitions, which are illegal under any applicable law. MAST will not, and will require their employees and contractors will not engage in any illegal material transfers and will conduct any materiel of war transactions in accordance with applicable laws and UN Security Council requirements, including sanctions.

4. MAST policies or procedures for management of materiel of war, e.g. hazardous materials and munitions, include:
   4.1. Secure storage
   4.2. Controls over their issue
   4.3. Records regarding to whom and when materials are issued
   4.4. Proper disposal procedures.

Incident Reporting

5. MAST will prepare an incident report documenting any incident involving its employees and contractors that involves the use of any weapon, which includes the firing of weapons under any circumstance (except authorized training), any escalation of force, damage to equipment or injury to persons, attacks, criminal acts, traffic accidents, incidents involving other security forces, or such reporting as otherwise required by the client, and will conduct an internal inquiry in order to determine the following:
   5.1. Time and location of the incident;
   5.2. Identity and nationality of any persons involved including their addresses and other contact details;
   5.3. Injuries/damage sustained;
   5.4. Circumstances leading up to the incident; and
   5.5. Any measures taken by the signatory company in response to it.

6. Upon completion of the inquiry, MAST will produce in writing an incident report including the above information, copies of which will be provided to the client and, to the extent required by law, to the competent authorities.

Safe and Healthy Working environment

7. MAST will strive to provide a safe and healthy working environment, recognising the possible inherent dangers and limitations presented by the local environment. MAST will ensure that reasonable precautions are taken to protect relevant staff in high risk or life-threatening operations. This will include:
   7.1. Assessing risks of injury to employees and contractors as well as the risks to the local population generated by the activities of MAST/Shipping companies and/or employees and contractors;
   7.2. Providing hostile environment training;
   7.3. Providing adequate protective equipment, appropriate weapons and ammunition, and medical support;
   7.4. Adopting policies which support a safe and healthy working environment within MAST, such as policies which address psychological health, deter work-place violence, misconduct, alcohol and drug abuse, sexual harassment and other improper behaviour.

Harassment

8. MAST will not tolerate harassment and abuse of co-workers by their employees and contractors.

Grievance Procedures

9. MAST will establish grievance procedures to address claims alleging failure by the company to respect the principles contained in this Code brought by company employees and contractors or by third parties.

10. MAST will:
    10.1. Establish procedures for their employees and contractors and for third parties to report allegations of improper and/or illegal conduct to designated employees and contractors, including such acts or omissions that would violate the principles contained in this Code. Procedures must be fair, accessible and offer effective remedies, including recommendations for the prevention of recurrence. They shall also facilitate reporting by persons with reason to believe that improper or illegal conduct, or a violation of this Code has occurred or is about to

occur, of such conduct, to designated employees and contractors and, where appropriate, to competent authorities;

10.2. Publish details of their grievance mechanisms on a publicly accessible website;

10.3. Investigate allegations promptly, impartially and with due consideration to confidentially;

10.4. Keep records about any such allegations, findings or disciplinary measures taken. Except where prohibited or protected by applicable law, such records should be made available to a competent authority on request;

10.5. In addition to cooperating with official investigations, will not participate or tolerate from their employees and contractors the impeding of witnesses, testimony or investigations;

10.6. Take appropriate disciplinary action, which could include termination of employment in case of a finding of such violations or unlawful behaviour;

10.7. Ensure that their employees and contractors who report wrongdoings in good faith are provided protection against any retaliation for making such reports, such as shielding them from unwarranted or otherwise inappropriate disciplinary measures, and that matters raised are examined and acted upon without undue delay.

11. No provision in this Code should be interpreted as replacing any contractual requirements or specific company policies or procedures for reporting wrongdoing.

Human Rights

12. All employees and contractors share in the obligation to ensure that MAST respects human rights within our spheres of influence.

13. In order to carry out this responsibility, contractors and employees should:
    a) Respect the human rights of all persons they encounter in carrying out duties as a MAST contractors / employees;
    b) Be alert ("eyes always open") to potential violations of human rights they may encounter within MAST, or when interacting with MAST suppliers and direct business partners. This is especially important when working in emerging markets.

14. An employee / a contractor who observes a suspected human rights violation, whether within MAST

or when working externally with direct business partners /suppliers, should elevate their concern to their manager, in a manner similar to any other suspected policy breach.

Meeting Liabilities

15. MAST will ensure that they have sufficient financial capacity in place at all times to meet reasonably anticipated commercial liabilities for damages to any person in respect of personal injury, death or damage to property. Sufficient financial capacity may be met by customer commitments, adequate insurance coverage or self-insurance/retention, such as by employer's liability and public liability coverage appropriately sized for the scale and scope of operations of the signatory company. Where it is not possible to obtain suitable insurance cover, the signatory company will make alternative arrangements to ensure that it is able to meet such liabilities.

On behalf of MAST's Board of Directors



Phillip Cable LLM
CEO