

CODE OF CONDUCT

A. GENERAL COMMITMENTS

1. ESC agrees to operate in accordance with the principles contained in this Code. ESC requires that the Personnel, and all subcontractors or other parties carrying out Security Services under ESC contracts, operate in accordance with the principles contained in this Code.
2. ESC policies intend that the actions of our Personnel comply at all times with the principles contained herein.
3. Compliance with this Code is an integral part of contractual agreements with Personnel and subcontractors or other parties carrying out Security Services under their contracts.
4. ESC adheres to this Code, even when the Code is not included in a contractual agreement with a Client.
5. ESC 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, ESC will interpret and perform contracts in a manner that is consistent with this Code.
6. ESC complies, and requires our Personnel to comply, with applicable law, which may include international humanitarian law, and human rights law as imposed upon us by applicable national law, as well as all other applicable international and national law. ESC exercises due diligence to ensure compliance with the law and with the principles contained in this Code, and respects 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.
7. ESC 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. ESC does not, and requires that our Personnel do not, participate in, encourage, or seek to benefit from any national or international 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.
8. ESC does not, and requires that our Personnel do 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 paragraph 7 of this Code.
9. ESC reports, and requires it's Personnel to report, known or reasonable suspicion of the commission of any of the acts identified in paragraph 7 of this Code 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.
10. ESC will take reasonable steps to ensure that the goods and services we provide are not used to violate human rights law or international humanitarian law, and such goods and services are not derived from such violations.
11. ESC and it's personnel do 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. ESC does not, and requires that our Personnel do 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.

12. ESC's corporate culture promotes awareness of and adherence by all Personnel to the principles of this Code. ESC requires our Personnel to comply with this Code, which includes providing sufficient training to ensure Personnel are capable of doing so.

13. ESC prohibits bribery in any form, whether direct or indirect. All ESC's employees should refrain from offering or receiving money/gifts/benefits/discounts, charitable/sponsorship donations, employment opportunities and any consideration that may be interpreted as bribe. The duty of each employee is to report any possible bribery element immediately to the management of ESC.

B. SPECIFIC PRINCIPLES REGARDING THE CONDUCT OF PERSONNEL

General Conduct

13. ESC and its personnel, treat all persons humanely and with respect for their dignity and privacy and will report any breach of this Code.

Rules for the Use of Force

14. ESC's Rules for the Use of Force are consistent with applicable law and the minimum requirements contained in the section on Use of Force in this Code. Rules for the use of Force are agreed with the Client.

Use of Force

15. ESC requires our Personnel 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.

16. ESC requires that our Personnel do 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.

17. To the extent that Personnel are formally authorized to assist in the exercise of a state's law enforcement authority, ESC requires 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).

Detention

18. ESC and its Personnel will only, guard, transport, or question detainees if: (a) the Company has been specifically contracted to do so by a state; and (b) its Personnel are trained in the applicable national and international law. ESC and its Personnel will only treat all detained 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.

Apprehending Persons

19. ESC and its personnel do 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 ESC Personnel, or against clients or property under their protection, pending the handover of such detained persons to the Competent Authority at the earliest opportunity. Any such apprehension must be consistent with applicable national or international law and be reported to the Client without delay.

ESC and its personnel 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.

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

20. ESC and its personnel do 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, as referred to here, includes conduct by a private entity which would constitute torture or other cruel, inhuman or degrading treatment or punishment if committed by a public official.

21. 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.

22. ESC and its Personnel report any acts of torture or other cruel, inhuman 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 acts took place, the country of nationality of the victim, or the country of nationality of the perpetrator.

Sexual Exploitation and Abuse or Gender-Based Violence

23. ESC does not benefit from, nor allow their Personnel 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.

ESC and its Personnel remain vigilant for all instances of sexual or gender-based violence and, where discovered, report such instances to competent authorities.

Human Trafficking

24. ESC and its personnel do not engage in trafficking in persons. ESC and its personnel 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.

Prohibition of Slavery and Forced Labour

25. ESC does not use slavery, forced or compulsory labour, is complicit in any other entity's use of such labour.

Prohibition on the Worst Forms of Child Labour

26. ESC respects 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.

ESC and its personnel report any instances of the activities referenced above that we know of, or have reasonable suspicion of, to Competent Authorities.

Discrimination

27. ESC and its Personnel do not discriminate on grounds of race, colour, sex, religion, social origin, social status, indigenous status, disability, or sexual orientation when hiring Personnel and selects Personnel on the basis of the inherent requirements of the contract.

Modern Slavery

28. ESC has a zero-tolerance approach to modern slavery in our organization and our supply chains.

29. We are committed to engaging with our stakeholders and suppliers to address the risk of modern slavery in our operations and supply chain.

30. We take an approach to our contracting processes and warrant the inclusion of specific prohibitions against the use of modern slavery and trafficked labour in our contracts with third parties.

31. Consistent with this approach we may require:

- employment and recruitment agencies and other third parties supplying workers to our organization to confirm their compliance with our Code of Conduct
- Suppliers engaging workers through a third party to obtain that third parties' agreement to adhere to the Code

32. As part of our ongoing risk assessment and due diligence processes we carry out audits of suppliers. If we find that other individuals or organizations working on our behalf have breached this our code of conduct we will ensure that we take appropriate action. This may range from considering the possibility of breaches being remediated and whether that might represent the best outcome for those individuals impacted by the breach to terminating such relationships

Identification and Registering

33. ESC, to the extent consistent with reasonable security requirements and the safety of civilians, our Personnel and Clients, does:

a) require all Personnel to be individually identifiable whenever they are carrying out activities in discharge of their contractual responsibilities;

b) ensure that our vehicles are registered and licensed with the relevant national authorities whenever we are carrying out activities in discharge of our contractual responsibilities; and

c) ensure that all hazardous materials are registered and licensed with the relevant national authorities.

C. SPECIFIC COMMITMENTS REGARDING MANAGEMENT AND GOVERNANCE

Incorporation of the Code into Company Policies

34. This Code is incorporated into all ESC policies and internal control and compliance systems and integrated it into all relevant elements of our operations.

Selection and Vetting of Personnel

35. ESC exercises due diligence in the selection of Personnel, including verifiable vetting and ongoing performance review of our Personnel.

ESC only hires individuals with the requisite qualifications as defined by the applicable contract,

applicable national law and industry standards, and the principles contained in this Code.

36. ESC will not hire individuals under the age of 18 years to carry out Security Services.

37. ESC assesses and ensures the continued ability of Personnel to perform their duties in accordance with the principles of this Code and will regularly evaluate Personnel to ensure that they meet appropriate physical and mental fitness standards to perform their contracted duties.

38. ESC has established and maintains internal policies and procedures to determine the suitability of applicants, or Personnel, 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 dishonourably discharged;
- c) had other employment or engagement contracts terminated for documented violations of one or more of the principles contained in this Code; or
- d) had a history of other conduct that, according to an objectively reasonable standard, brings into question their fitness to carry a weapon.

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 ESC from utilizing more stringent criteria.

39. ESC requires all applicants to authorize access to prior employment records and available Government records as a condition for employment or engagement. This includes records relating to posts held with the military, police or public or Private Security Providers. Moreover, ESC requires, consistent with applicable national law, all Personnel 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.

Selection and Vetting of Subcontractors

40. ESC exercises due diligence in the selection, vetting and ongoing performance review of all subcontractors performing Security Services.

41. ESC requires that our Personnel 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. If ESC contracts with an individual or any other group or entity to perform Security Services, 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, the contracting Company will take reasonable and appropriate steps to ensure that all selection, vetting and training of subcontractor's Personnel is conducted in accordance with the principles contained in this Code and the standards derived from the Code.

Company Policies and Personnel Contracts

42. ESC ensures that our policies on the nature and scope of services we provide, on hiring of Personnel and other relevant Personnel reference materials such as Personnel contracts include appropriate incorporation of this Code and relevant and applicable labour laws. Contract terms and conditions are clearly communicated and available in a written form to all Personnel in a format and language that is accessible to them.

43. ESC keeps employment and service records and reports on all past and present personnel for a period of at least 7 (seven) years. ESC requires all Personnel to authorize the access to, and retention of, employment records 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.

44. ESC only holds passports, other travel documents, or other identification documents of our Personnel for the shortest period of time reasonable for administrative processing or other legitimate purposes. This paragraph does not prevent ESC from co-operating with law enforcement authorities in the event that a member of their Personnel is under investigation.

Training of Personnel

45. ESC ensures that all Personnel performing Security Services receive initial and recurrent professional training and are also fully aware 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. ESC maintains records adequate to demonstrate attendance and results from all professional training sessions, including from practical exercises.

Management of Weapons

41. ESC acquires and maintains authorizations for the possession and use of any weapons and ammunition required by applicable law.

46. ESC nor its Personnel possess nor use weapons or ammunition which are illegal under any applicable law.

ESC and its Personnel do 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.

47. ESC's 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

48. ESC requires that:

a) Personnel who are to carry weapons are granted authorization to do so only on completion or verification of appropriate training with regard to the type and model of weapon they carry. Personnel do not operate with a weapon until they have successfully completed weapon-specific training.

b) Personnel carrying weapons must receive regular, verifiable and recurrent training specific to the weapons they carry and rules for the use of force.

c) Personnel carrying weapons receive appropriate training in regard to rules on the use of force. This training is based on a variety of relevant standards, and is based at 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 are performed.

Management of Materiel of War

49. ESC and its Personnel acquire and maintain all authorizations for the possession and use of any materiel of war, e.g. hazardous materials and munitions, as required by applicable law.

50. ESC nor its Personnel possess nor use any materiel of war, e.g. hazardous materials and munitions, which are illegal under any applicable law. ESC or its Personnel do not engage in any illegal materiel transfers and do not conduct any materiel of war transactions in accordance with applicable laws and UN Security Council requirements, including sanctions.

51. ESCs policies and procedures for management of materiel of war, e.g. hazardous materials and munitions, include:

- a) secure storage;
- b) controls over their issue;
- c) records regarding to whom and when materials are issued;
- d) proper disposal procedures.

Incident Reporting

52. ESC prepares an incident report documenting any incident involving its Personnel that involves the use of any weapon, which includes the firing of weapons under any circumstance (except authorized training), any ESC use 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:

- a) time and location of the incident;
- b) identity and nationality of any persons involved including their addresses and other contact details;
- c) injuries/damage sustained;
- d) circumstances leading up to the incident; and
- e) any measures taken by ESC in response to it.

Upon completion of the inquiry, ESC 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

53. ESC strives to provide a safe and healthy working environment, recognizing the possible inherent dangers and limitations presented by the local environment. ESC ensures that reasonable precautions are taken to protect relevant staff in high-risk or life-threatening operations. These will include:

- a) assessing risks of injury to Personnel as well as the risks to the local population generated by the activities of ESC and/or Personnel;
- b) providing hostile environment training;
- c) providing adequate protective equipment, appropriate weapons and ammunition, and medical support; and
- d) adopting policies which support a safe and healthy working environment within the Company, such as policies which address psychological health, deter work-place violence, misconduct, alcohol and drug abuse, sexual harassment and other improper behaviour.

Harassment

54. ESC will not tolerate harassment and abuse of co-workers by our Personnel.

Grievance Procedures

55. ESC has established grievance procedures to address claims alleging failure by ESC to respect the principles contained in this Code brought by Personnel or by third parties.

56. ESC:

- a) has established procedures for our Personnel and for third parties to report allegations of improper and/or illegal conduct to designated Personnel, including such acts or omissions that would violate the principles contained in this Code. Procedures are fair, accessible and offer effective remedies, including recommendations for the prevention of recurrence. Procedures 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 individuals within a Company and, where appropriate, to competent authorities;
- b) has published details of our grievance mechanism on a publically accessible website;

- c) investigates allegations promptly, impartially and with due consideration to confidentiality;
- d) keeps records about any such allegations, findings or disciplinary measures. Except where prohibited or protected by applicable law, such records should be made available to a Competent Authority on request;
- e) cooperates with official investigations, and does not participate in or tolerate from our Personnel, the impeding of witnesses, testimony or investigations;
- f) takes appropriate disciplinary action, which could include termination of employment in case of a finding of such violations or unlawful behaviour; and
- g) ensures that Personnel 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.

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

Meeting Liabilities

58. ESC ensures that we 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 is met by adequate insurance coverage, (such as by employer's liability and public liability coverage appropriately sized for the scale and scope of operations of ESC).