MANUAL OF THE ENHANCED COMPLIANCE PLAN

COMPLIANCE PROGRAM ON ECONOMIC SANCTIONS

Office of Foreign Assets Control of the United States Department of the Treasury (OFAC)

Applicable Regulatory Framework: OFAC General License 46C — Venezuela Sanctions Regulations (31 CFR Part 591)

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This signature certifies the administrative approval of the issuance of this version of the document. Substantive certification of its content, responsibilities, and validity is contained in Chapter 20 (Plan Approval, Certification, and Validity).

Richard Gonzalez
Executive Director (Chief Executive Officer)
Marine Clean Solutions LLC
Date: _____ / _____ / __________

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Compliance Officer
Marine Clean Solutions LLC
Date: _____ / _____ / __________

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Note: The indicated pagination corresponds to the consolidated and paginated version of the Manual (55 total pages), integrating all twenty (20) chapters.

CHAPTER 1

Message from Management and Corporate Commitment (Tone from the Top)

To the attention of all personnel, directors, contractors, suppliers, business partners and other interested parties of Marine Clean Solutions LLC (hereinafter, "MCS", "the Company" or "the Enterprise"):

Marine Clean Solutions LLC operates in a strategic and highly regulated sector: the provision of technical services, professional training, industrial supplies, and specialized additives to clients in the oil industry, with a particular focus on maritime and port operations related to the trade of Venezuelan hydrocarbons. This nature of our business places us directly within the scope of the economic sanctions programs administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), and specifically under the conditional authorization regime of OFAC General License 46C ("GL 46C") and its related provisions.

In this context, MCS Management assumes, personally, non-delegably, and unequivocally, the commitment to lead—from the highest corporate level—a robust, verifiable, and sustainable culture of regulatory compliance. This principle, known internationally as "tone from the top," constitutes the foundation upon which this entire Enhanced Compliance Plan Manual (hereinafter, the "Plan" or the "Manual") is built.

1.1. Declaration of Commitment

1.1.1 **Compliance as a strategic priority.** Management declares that compliance with applicable laws, regulations and economic sanctions —including, without limitation, the Venezuela Sanctions Regulations (31 CFR Part 591), current Executive Orders and the specific conditions of GL 46C— constitutes a strategic priority of equal or higher rank than the Company's commercial and financial objectives.

1.1.2 **Zero tolerance.** MCS maintains a zero tolerance policy towards any transaction, business relationship or conduct that contravenes the provisions of GL 46C, the Venezuela Sanctions Regulation, or any other sanctions, export control or anti-money laundering regulations applicable to the Company's operations.

1.1.3 **Allocation of resources.** Management undertakes to provide the Compliance Office with the human, technological, budgetary and training resources reasonably necessary for the effective execution of this Plan, including the functional independence of the Compliance Officer from the commercial and operational areas.

1.1.4 **Compliance Officer Authority.** The Compliance Officer is recognized as having the authority to suspend, condition or veto any operation, contract or business relationship that, in their reasoned technical judgment, presents a risk of non-compliance with GL 46C or the applicable sanctions regulations, and this decision may not be unilaterally reversed by other areas of the Company without proper escalation and documentation.

1.1.5 Duty to report and no retaliation. Management guarantees the existence of confidential reporting channels (Chapter 14) and formally commits that no employee, manager or collaborator will suffer any retaliation for reporting in good faith a concern or suspicion of non-compliance.

1.2. Scope of the Commitment

This corporate commitment extends, without exception, to all MCS lines of business —technical services, professional training, industrial supplies and specialty additives—, to all jurisdictions in which the Company operates or maintains counterparties, and to all personnel, regardless of their hierarchical level, as well as to contractors, agents, representatives and suppliers acting on behalf of or for the benefit of the Company.

1.3. Accountability

The Management undertakes to submit this Plan to periodic review (Chapter 18), to internal and, where appropriate, external audits (Chapter 13), and to the immediate updating of its provisions in the event of any modification of the regulatory framework of GL 46C or the Venezuela Sanctions Regulations, including amendments issued by OFAC after the date of issuance of this document.

In witness whereof, I subscribe to this message as a formal expression of Marine Clean Solutions LLC's institutional commitment to comprehensive regulatory compliance.

Richard Gonzalez
Executive Director (Chief Executive Officer)
Marine Clean Solutions LLC

CHAPTER 2

Introduction, Purpose and Scope of the Manual

2.1. Introduction

This Enhanced Compliance Plan Manual has been prepared by Marine Clean Solutions LLC with
The purpose is to establish, document, and systematize the comprehensive framework of policies, procedures, and controls internal and supervisory mechanisms that govern the Company's activities in its capacity as an "entity" established US entity eligible for authorizations
contemplated in the OFAC General License 46C, “Authorizing Certain Activities Involving Venezuelan-Origin Oil or Petrochemical Products,” issued by the Office of Foreign Assets Control (OFAC) of the Department of the United States Treasury.

This Manual is not an isolated document, but rather the guiding instrument of a Compliance Program Strengthened framework that incorporates internationally recognized standards on economic sanctions — In particular, the “Framework for OFAC Compliance Commitments” published by OFAC—, adapted to the specific nature of MCS operations in the energy, maritime and logistics sectors.

2.2. Object

The purpose of this Manual is to:

- Establish a formal corporate policy for compliance with economic sanctions, applicable to the all of the Company's operations.
- Define the organizational structure, roles, responsibilities, and reporting lines of the Program Compliance.
- Document the legal and regulatory basis for the activities authorized under GL 46C and regulations concordant.
- Establish the risk assessment methodology and mitigating internal controls applicable to each exhibition area.
- Implement due diligence procedures (KYC/KYCC) regarding customers, suppliers and counterparties, with emphasis on the maritime and port sector.
- Regulate mandatory contractual clauses, authorized payment protocols, and obligations of report to federal agencies derived from GL 46C.
- Establish mechanisms for monitoring, auditing, training, disciplinary procedures, and a reporting channel that guarantee the continued effectiveness of the Program.

2.3. Scope

2.3.1 **Personal Scope.** This Manual is mandatory for all MCS directors, employees, independent contractors, agents, representatives and consultants, as well as any third party.
acting on behalf of the Company or providing services on its behalf within the framework of regulated activities via GL 46C.

2.3.2 Material Scope. The Manual regulates all of MCS's commercial and operational activities related, directly or indirectly, to: (i) technical services to the oil sector; (ii) specialized professional training; (iii) supply of industrial inputs and products; and (iv) provision of specialized additives, insofar as such activities involve, are related to, or are ordinarily incidental and necessary to operations involving oil or petrochemical products of Venezuelan origin.

2.3.3 Geographic Scope. This Manual applies to MCS's operations within the territory of the United States and its international operations, to the extent that they involve U.S. persons, U.S. jurisdiction, or activities subject to the extraterritorial jurisdiction of the United States.

OFAC.

2.3.4 Temporal Scope. This Manual comes into effect on the date indicated on the Cover and will remain in force until its review, update or formal replacement in accordance with the procedure established in Chapter 18, or until a modification of the regulatory framework of GL 46C occurs that requires its immediate adaptation.

2.4. Relationship with Other Corporate Policies

This Manual is integrated into and complements—without replacing—MCS's other corporate policies, including the Company's Code of Ethics and Conduct, its anti-money laundering and counter-terrorism financing policies, the export control policies administered by the Bureau of Industry and Security (BIS) of the Department of Commerce, and any other applicable internal regulations. The disciplinary regime applicable to violations of this Manual is detailed in Chapter 16. In the event of an apparent conflict between provisions, the criterion of the highest regulatory compliance requirement shall prevail.

2.5. Interpretation

In case of any doubt regarding the interpretation of the scope or application of the provisions of this Manual, the Compliance Office will be the competent body to issue the corresponding interpretative criterion, and in all cases the most conservative and protective interpretation of regulatory compliance should be favored, in line with the current text of GL 46C and the interpretative guidelines issued by OFAC.

CHAPTER 3

Legal, Regulatory and Operational Framework (OFAC General License 46C)

This chapter constitutes the central legal and technical foundation of the Plan. It systematically documents the regulatory hierarchy that gives rise to the sanctions regime applicable to Venezuela, the placement of OFAC General License 46C ("GL 46C") within that hierarchy, its regulatory evolution, and an article-by-article analysis of its provisions, conditions, and exclusions, as an objective basis for all internal controls developed in subsequent chapters.

3.1. Basis of the National Emergency and Primary Legal Basis

3.1.1 **Declaration of a national emergency.** The sanctions regime against Venezuela originated in Executive Order (EO) 13692 of March 8, 2015, by which the President of the United States declared a national emergency regarding the situation in Venezuela, in execution of the "Venezuela Defense of Human Rights and Civil Society Act of 2014" (Pub. L. 113-278) and in exercise of the powers conferred by the International Emergency Economic Powers Act (50 USC §§ 1701-1706) and the National Emergencies Act (50 USC §§ 1601-1651).

3.1.2 **Subsequent Executive Orders.** The emergency declared in EO 13692 has been successively extended by the following Executive Orders, all of which are incorporated into the Venezuela Sanctions Regulation: EO 13808 (August 24, 2017); EO 13827 (March 19, 2018); EO 13835 (May 21, 2018); EO 13850 (November 1, 2018), which orders the blocking of assets of persons contributing to the situation in Venezuela and serves as the basis for the designation of PDVSA; EO 13857 (January 25, 2019), which redefines the term "Government of Venezuela"; and EO 13884 (August 5, 2019), which orders the generalized blocking of the assets of the Government of Venezuela.

3.1.3 **Regulatory Codification.** The prohibitions derived from the aforementioned Executive Orders are codified in the Venezuela Sanctions Regulations, Title 31 of the Code of Federal Regulations, Part 591 ("31 CFR Part 591" or the "VSR"), originally published on July 10, 2015, and subsequently amended by OFAC.

3.1.4 **Effect of the general prohibitions.** Except as expressly authorized by a general or specific license, the VSR prohibits most transactions by U.S. persons with the Government of Venezuela, PDVSA and entities in which PDVSA directly or indirectly owns a fifty percent (50%) or greater interest (the "PDVSA Entities"), as well as with any other person blocked pursuant to OFAC's Specially Designated Nationals List (SDN List).

3.2. Regulatory Evolution of General License 46

GL 46C is not a static authorization, but rather the result of a process of successive amendments that the Compliance Office must continuously monitor (see Chapter 18). The traceability of this process is as follows:

- GL 46 (January 29, 2026): original authorization, which enables "established U.S. entities" to conduct operations ordinarily incidental and necessary for extraction, export, re-export, sale, resale, supply, storage, marketing, purchase, delivery or transport of petroleum of Venezuelan origin, including its refining.

- GL 46A (February 10-11, 2026): incorporates the exclusion of "payments for taxes, permits or fees local" within the payment conditions of paragraph (a)(2), clarified by OFAC FAQ 1237.
- GL 46B (March 13, 2026): expands the scope of the license to cover petrochemical products of of Venezuelan origin, limited exclusively to its importation into the United States —unlike the authorization regarding oil, which does allow export and re-export to third countries.
- GL 46C (June 10, 2026 — current version): amends the applicable law and settlement clause of disputes arising from contracts entered into under the license, expanding the arbitration venues or permitted dispute resolution.

3.3. Analysis by Article of GL 46C

The following section develops the technical-legal analysis of each substantive provision of GL 46C, as binding reference for the Compliance Office, the commercial area and the legal area of MCS in the structuring of any operation that seeks to be covered by this license.

3.3.1. Paragraph (a) — Substantive Authorization

Paragraph (a) of GL 46C authorizes —except as provided in paragraph (b)— all transactions prohibited by the VSR, including those involving the Government of Venezuela, PDVSA, or the Entities PDVSA, to the extent that such transactions are ordinarily incidental and necessary for: (i) the extraction (lifting); (ii) export; (iii) re-export; (iv) sale; (v) resale; (vi) supply; (vii) storage; (viii) marketing; (ix) purchase; (x) delivery; or (xi) transportation of petroleum of origin Venezuelan, including its refining, as well as for the import into the United States of products petrochemicals of Venezuelan origin (in accordance with the expansion introduced by GL 46B), provided that the the operation must be carried out by an "established U.S. entity".

3.3.1.1 **Definition of "U.S. established entity".** Pursuant to Note 1 to paragraph (a), this term It includes any entity organized under the laws of the United States or any jurisdiction within of the United States on or before January 29, 2025. MCS must verify and document, as a prerequisite for the use of the GL 46C, its qualification under this definition, as well as that of any relevant US counterpart in the transaction chain.

3.3.1.2 **Activities expressly included.** Note 2 to paragraph (a) clarifies that the transactions Authorized activities include the organization of logistics and maritime transport services, such as ship chartering, obtaining marine insurance and protection coverage and compensation (P&I), and the organization of port and terminal services, including with authorities port authorities or terminal operators that are part of the Venezuelan government. This clarification is necessary. directly applicable to the corporate purpose of MCS in its capacity as a provider of technical services and logistics to the oil sector.

3.3.1.3 **Authorized payment terms.** Paragraph (a) also authorizes commercially reasonable payments structured in the form of crude oil swaps, subject to the limitations developed in section 3.3.3 of this chapter regarding digital currencies and debt swap mechanisms.

3.3.2. Paragraph (b) — Authorization Exclusions

Paragraph (b) of GL 46C expressly excludes the following categories of transactions from its scope of authorization, which remain subject to the general prohibitions of the VSR:

3.3.2.1 **Blocked Vessels.** Any transaction involving a vessel included on the OFAC SDN List, or in respect of which persons designated on said list hold a fifty percent (50%) interest.
or more.

3.3.2.2 **Adverse Jurisdictions.** Any transaction involving a person located in, or organized under the laws of, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea or the Republic of Cuba, or any entity that such persons own or control, directly or indirectly, or with which they maintain a joint venture.

3.3.2.3 **Linkage with the People's Republic of China.** Any transaction involving an entity located in Venezuela or the United States that is owned, controlled by, or maintains a joint venture with, a person located in, or organized under the laws of, the People's Republic of China.

3.3.2.4 **Unlocking of Property.** GL 46C does not authorize, under any circumstances, the unlocking of property. previously blocked according to the VSR.

3.3.3. Payment Channeling Condition (EO 14373)

All monetary payments intended for a blocked person—with the sole exception of payments for taxes, permits, or local fees, as clarified by GL 46A—must be made, not directly to the Venezuelan counterparty, but to the Foreign Government Deposit Funds established pursuant to Executive Order 14373 of January 9, 2026, or to any other account designated by the U.S. Department of the Treasury. This condition, the operational protocols for which are detailed in Chapter 11 of this Manual, is mandatory and cannot be avoided for any MCS transaction involving economic consideration in favor of PDVSA or of

PDVSA Entities.

3.3.4. Commercially Reasonable Terms and Prohibition of Certain Payment Instruments

In accordance with GL 46C and OFAC's Interpretative Guidance (FAQ 1232), the payment terms for any transaction covered by the license must be "commercially reasonable." Payment terms involving debt swaps, as well as those denominated in digital currency, cryptocurrency, or digital tokens issued by, for, or on behalf of the Government of Venezuela, including the "petro," are expressly excluded from the authorization.

3.3.5. Applicable Law and Dispute Resolution Clause (Amendment GL 46C)

The substantive modification introduced by GL 46C, with respect to its predecessor GL 46B, lies in the applicable law and dispute resolution clause. Under the current version, any contract entered into under GL 46C must be governed, with respect to interpretation, contractual performance obligations, breach, contractual remedies, payment obligations, termination, validity, assignment or novation, and enforceability of the contract, by the law of a state or other jurisdiction within the United States.
However, this requirement does not prevent the parties from contractually acknowledging that certain

Aspects of the execution of the activity in Venezuelan territory may be subject to legislation applicable Venezuelan law (administrative permits, labor legislation, environmental legislation, among others), provided that the contractual obligations between the parties continue to be governed by U.S. law. As for the As a venue for dispute resolution, GL 46C expands the admissible jurisdictions for proceedings arbitration or dispute resolution proceedings, allowing them to be held in the United States, the United Kingdom, France, or Singapore. The specific contractual development of this clause, including model wording, will be This is addressed in Chapter 10 of this Manual.

3.3.6. Interagency Safeguard Clause

GL 46C incorporates a final note stating that no provision of the license exempts any person. of compliance with the requirements demanded by other federal agencies, including, notably, the export controls administered by the Bureau of Industry and Security (BIS) of the Department of United States trade. MCS recognizes this safeguard as directly applicable to its operations supply of additives and industrial products that may be classified under the Export Administration Regulations (EAR).

3.4. Extension to Non-Americans

Through FAQ 1247 (March 31, 2026), OFAC confirmed that non-U.S. persons do not incur at risk of secondary sanctions for participating in transactions authorized by GL 46B (now GL 46C), 51A and 52 (now 52A), provided that such persons meet the applicable conditions, including: (i) having been organized under the laws of a third country on or before January 29, 2025; (ii) channel any payment monetary transfers to a blocked person—except for local taxes, permits, or fees—to the Funds of Foreign Government Deposit pursuant to EO 14373; (iii) refrain from payment terms that involve debt swaps or digital currencies of the Government of Venezuela; and (iv) not involving persons located in, or organized under the laws of, the jurisdictions excluded pursuant to section 3.3.2. This clarification results relevant to the risk assessment of non-US shipping and logistics counterparties with which MCS could be related (see Chapter 9).

3.5. Related General License Framework

GL 46C is part of a family of related, issued and amended general licenses of coordinated by OFAC, knowledge of which is indispensable for the Compliance Office in the identification of authorizations applicable to specific MCS operations that exceed the strict scope of the GL 46C:

- GL 47A — Authorizes the sale of diluents of US origin to Venezuela.
- GL 48B — Authorizes the supply of certain goods and services to Venezuela.
- GL 50B — Authorizes oil and gas sector operations in Venezuela for certain entities specifically identified by OFAC.
- GL 51B — Authorizes activities related to minerals of Venezuelan origin, including gold.
- GL 52A — Authorizes certain transactions related to Petróleos de Venezuela, SA

- GL 54A — Authorizes the supply of certain goods and services for operations in the sector of minerals in Venezuela.

All the aforementioned licenses share, to a greater or lesser extent, the structure of conditions of the GL 46C (exclusion of adverse jurisdictions, channeling of payments under EO 14373, and reporting obligations), therefore its application must be evaluated in a coordinated manner and not in isolation.

3.6. Direct Applicability to the Operations of Marine Clean Solutions LLC

By virtue of its corporate purpose —technical services, professional training, industrial supplies and additives specialized for oil industry clients with maritime and port operations—, MCS identifies as areas of direct exposure to GL 46C, among others: (i) the provision of logistics and services chartering ordinarily incidental to export operations of oil of Venezuelan origin; (ii) the supply of specialized additives that may qualify as "ordinarily incidental and necessary" to authorized refining; and (iii) the possible intervention in port operations involving authorities or entities linked to the Government of Venezuela. The detailed development of these areas of exposure is This is addressed in Chapter 5 of this Manual.

Regulatory validity note: The Compliance Office notes that this analysis reflects the Text of GL 46C in force as of June 10, 2026. As it is a sanctions regime subject to modification Due to frequent OFAC activity, the Compliance Office will continuously monitor the official OFAC website. (ofac.treasury.gov) and will proceed, in accordance with the procedure in Chapter 18, to the immediate updating of This chapter applies to any amendment, substitution, or revocation of the license.

CHAPTER 4

Organizational Structure of the Compliance Program

This chapter defines the governance architecture through which Marine Clean Solutions LLC It manages the risk of compliance with economic sanctions. The structure described below It embodies, in concrete organizational terms, the "tone from the top" commitment declared in the Chapter 1, and constitutes the framework for the allocation of responsibilities developed in the rest of this Manual.

4.1. Governance Model: The Three Lines of Defense

MCS adopts the “three lines of defense” model, an internationally recognized standard in the field of Risk management and regulatory compliance, tailored to the scale and nature of your operations:

4.1.1 **First line of defense.** Composed of MCS's commercial, operational, and logistics areas, responsible for the daily execution of business activities and the primary application of controls due diligence and verification of counterparties at the point of origin of each transaction.

4.1.2 **Second line of defense.** Composed of the Compliance Office, responsible for the design, implementation, monitoring and updating of this Plan, as well as independent supervision of the decisions adopted by the first line of defense regarding economic sanctions.

4.1.3 **Third line of defense.** Composed of the internal audit function or, failing that, by auditors independent external appointees designated by Management, responsible for periodically evaluating effectiveness general of the Compliance Program, with direct reporting to the highest authority of the Company (see Chapter 13).

4.2. Highest Governing Body

4.2.1 **Composition.** The highest governing body of MCS is represented by the Chief Executive Officer (Chief Executive Officer), who exercises the highest corporate authority and assumes ultimate responsibility and non-delegable responsibility regarding the effectiveness of the Compliance Program.

4.2.2 **Responsibilities.** The Executive Director is responsible for: (i) formally approving this Manual and its updates; (ii) appoint the Compliance Officer and provide him with functional independence and authority effective; (iii) allocate the necessary budgetary, human and technological resources for the operation of Program; (iv) receive and evaluate the periodic reports from the Compliance Office pursuant to Chapter 13; and (v) adopt the strategic decisions that result from critical non-compliance findings.

4.3. Compliance Officer

4.3.1 **Appointment and independence.** The Compliance Officer is appointed directly by the Director Executive and maintains a direct and independent reporting line to it, without functional subordination to the Company's commercial, financial or operational areas, in line with the standards of the Framework for OFAC Compliance Commitments.

4.3.2 **Profile and qualifications.** The Compliance Officer must possess demonstrable training or experience in matters of international economic sanctions, maritime trade, or regulatory compliance, and will maintain continuous updates regarding modifications to the sanctions regime against Venezuela and GL 46C.

4.3.3 **Substantive functions.** The Compliance Officer is responsible for: (i) managing the implementation daily operations of this Plan; (ii) approve, condition or veto operations in accordance with the authority recognized in clause 1.1.4; (iii) monitor the KYC/KYCC due diligence processes (Chapter 9); (iv) manage the whistleblowing channel (Chapter 14); (v) coordinate staff training (Chapter 15); (vi) Prepare the regulatory reports required by GL 46C for the Department of State and the Department of Energy (Chapter 12); and (vii) propose to the Executive Director updates to the Manual in accordance with Chapter 18.

4.3.4 **Suspension Authority.** The Compliance Officer has binding authority to suspend from immediately halt any ongoing operation upon identification of a red flag resolved, and must inform the Executive Director of said suspension within twenty-four (24) hours next.

4.4. Compliance Committee

4.4.1 **Composition.** The Compliance Committee shall be composed, at a minimum, of the Chief Executive Officer, the Compliance Officer, and the person responsible for the commercial or operational area involved in the operations under Review. The Company may incorporate external legal counsel specializing in OFAC sanctions in a manner permanent or ad hoc.

4.4.2 **Frequency and functions.** The Committee will meet quarterly, and extraordinarily. Upon identification of critical findings, to: (i) review the current risk assessment (Chapter 7); (ii) (iii) evaluate the highest exposure transactions structured under GL 46C; (iii) review the status of the reporting obligations to federal agencies; and (iv) decide on the updating of this Manual.

4.5. Responsibility Matrix by Function

Function / Area	Primary Responsibility	Reporting Line
Chief Executive Officer (CEO)	Final approval of the Plan; allocation of resources; decision strategic approach to critical findings.	Council / Owners of the Company
Compliance Office	Design, execution and daily monitoring of the Program; veto authority over operations.	Direct report to the CEO
Commercial Area / Sales	Initial identification of counterparties; first line of due diligence; escalation of red flags.	Report to the Office of Compliance in matters of sanctions
Operations / Logistics Area Maritime	Operational verification of ships, routes and terminals; application of exclusion lists (§3.3.2).	Report to the Office of Compliance in matters of sanctions
Financial Area / Treasury	Execution of authorized payment protocols (Chapter 11); verification of destination accounts.	Report to the Office of Compliance in matters of payments
Legal advice (internal or external)	Review of mandatory contractual clauses (Chapter 10); legal opinion on complex transactions.	Report to the CEO and the Compliance Office

Function / Area	Primary Responsibility	Reporting Line
Internal/External Audit	Periodic independent evaluation of the effectiveness of Program.	Direct report to the CEO

4.6. Functional Organizational Chart of the Compliance Program

Chief Executive Officer (CEO) Richard Gonzalez

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Compliance Officer

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Commercial and Sales Area	Maritime Operations and Logistics	Finance and Treasury

Dotted line of functional (non-hierarchical) reporting: Internal/ External Audit reports directly to Chief Executive Officer in his capacity as third line of defense, preserving his independence from the Compliance Office for objective evaluation purposes (see Chapter 13). Likewise, the Committee of Compliance defined in section 4.4 operates transversally to the preceding structure, integrating its members in periodic sessions.

4.7. Resources Allocated to the Program

Management guarantees the allocation of resources proportional to the risk profile of MCS's operations under GL 46C, including: (i) a specific annual budget for the compliance function; (ii) access to (iii) sanctions list verification tools (SDN List, sectoral and consolidated lists); budget for ongoing training of the Compliance Officer and exposed personnel; and (iv) budget for External legal advice specializing in OFAC sanctions, when the complexity of an operation so requires.

CHAPTER 5

Authorized Products, Services and Operations (Exhibition Areas)

This chapter translates the regulatory analysis developed in Chapter 3 to the concrete operational reality of Marine Clean Solutions LLC, identifying, line by line of business, the specific link between the Company's commercial activities and the regulatory concept of "ordinarily incident and necessary" operations referred to in GL 46C. This identification constitutes the primary input for the risk assessment methodology developed in Chapter 7.

5.1. Classification Methodology

Each MCS business line has been classified according to three criteria: (i) its direct or indirect link to Venezuelan-origin oil or petrochemical operations; (ii) its inherent level of exposure to counterparties subject to sanctions (Government of Venezuela, PDVSA, PDVSA Entities); and (iii) the need for enhanced due diligence controls pursuant to Chapter 9. The exposure classification (High, Medium, or Low) does not constitute a value judgment on the legality of the activity, but rather an internal tool for prioritizing compliance resources.

5.2. Technical Services to the Oil Sector

5.2.1 **Description of the activity.** It includes the provision of specialized technical services —inspection, maintenance, technical support on-site or on-board, and operational advice— to clients in the oil industry, including terminals, refineries and logistics operators linked to the handling of hydrocarbons.

5.2.2 **Connection with GL 46C.** To the extent that such services are provided in direct support of export, re-export, sale, supply, storage or transportation operations of Venezuelan-origin petroleum, they qualify as ordinarily incidental and necessary to the activity authorized by paragraph (a) of GL 46C, in accordance with Note 2 to said paragraph (section 3.3.1.2).

5.2.3 **Level of exposure.** High, when the end customer or the vessel involved maintains a direct link with PDVSA or PDVSA Entities; Medium, when the link is indirect through an intermediary or trader; Low, when the service is provided with respect to operations without a Venezuelan link.

5.3. Specialized Professional Training

5.3.1 **Description of the activity.** It includes the delivery of technical and regulatory training programs aimed at personnel in the energy and maritime sectors, including training in operational safety, handling of substances, and —cross-cuttingly— in compliance with economic sanctions.

5.3.2 **Link with GL 46C.** This line of business has, in principle, an indirect link with GL 46C, unless the training is provided specifically and contracted in the context of a specific operation of extraction, export or refining of oil of Venezuelan origin, in which case its

classification as an ordinarily incidental activity.

5.3.3 **Level of exposure.** Low to Medium, depending on whether the training recipient is an Entity PDVSA or personnel contracted by it, in which case enhanced due diligence must be applied about the contracting client.

5.4. Industrial Supplies

5.4.1 **Description of the activity.** This includes the provision of supplies, spare parts, equipment and materials. general industrial use in oil, port and shipping facilities.

5.4.2 **Link to GL 46C and export controls.** In addition to its potential classification as an activity Ordinarily incidental under GL 46C, this line of business is subject to a control regime parallel: the Export Administration Regulations (EAR) administered by the Bureau of Industry and Security (BIS), pursuant to the interagency safeguard of the Section 3.3.6. MCS must verify the EAR (ECCN) classification of each product supplied destined, directly or indirectly, for Venezuela.

5.4.3 **Level of exposure.** Medium to High, depending on the dual (civilian/military) nature of the supplied input and the identity of the final recipient.

5.5. Specialized Additives

5.5.1 **Activity Description.** This involves the supply of specialized chemical additives used in refining processes, heavy crude oil upgrading, and fuel treatment.

5.5.2 **Link with GL 46C.** This line of business has the most direct link with the activity authorized by the GL 46C, insofar as the additives are supplied for use in refining processes of oil of Venezuelan origin expressly included in paragraph (a) of the license (section 3.3.1).

5.5.3 **Level of exposure.** High, due to its direct functional link with the authorized refining process, which requires the application of the strictest level of due diligence regarding the customer, the final destination of the product, and the traceability of the operation in accordance with Chapter 9.

5.6. Cross-Cutting Maritime and Port Operations

Regardless of the specific line of business, every MCS operation involving the organization of chartering of vessels, contracting for marine insurance or protection and indemnity (P&I) coverage, or coordinating port or terminal services —including, where applicable, with port authorities or Terminal operators linked to the Venezuelan government are expressly included. within the activities authorized pursuant to Note 2 to paragraph (a) of GL 46C (section 3.3.1.2), and by both subject to the vessel exclusion controls and blocked jurisdictions developed in section 3.3.2.

5.7. Exposure Classification Matrix by Line of Business

Business Line	Link with GL 46C	Exposure Level	Applicable Primary Control
Technical Services to the Sector Oil	Direct (incidental activity of export/refining)	High / Medium	Enhanced KYC/KYCC (Chapter 9)

Business Line	Link with GL 46C	Exposure Level	Applicable Primary Control
Training Professional Specialized	Indirect, except for contracting specific	Low/Medium	Verification of contractor customer (Chapter 9)
Industrial Supplies	Direct, also subject to EAR/BIS	Medium / High	ECCN classification and verification final destination
Specialized Additives	Straight (use in refining) authorized)	High	Product traceability and destination (Chapter 9)
Chartering, Marine Insurance and Port Services	Direct (Note 2, paragraph (a) GL 46C)	High	Exclusion of vessels and blocked jurisdictions (§3.3.2)

5.8. Activities Outside the Scope of GL 46C

MCS expressly acknowledges that the following activities are not covered by GL 46C and They therefore require specific OFAC authorization, the application of a different general license. (section 3.5), or absolute abstention from the operation:

- Any operation that involves the unblocking of assets blocked in accordance with the VSR.
- Any operation involving vessels included in the SDN List or with majority ownership by persons designated.
- Any operation involving persons located in, or organized under the laws of, Russia, Iran, North Korea or Cuba.
- Any transaction with Venezuelan or US entities controlled by, or in, a company jointly with people from the People's Republic of China.
- Any payment structuring that involves debt swaps or digital currencies of the Government of Venezuela.
- Negotiating new investments in upstream exploration or production in Venezuela, an activity reserved for GL 49A (contingent contracts) and not included in GL 46C.

Upon identifying any business opportunity that falls within the above categories, the The commercial area must immediately escalate the operation to the Compliance Office, with the character prior to any contractual commitment, in accordance with the escalation procedure of Chapter 8.

CHAPTER 6

General Policy and Commitment to Compliance (OFAC Sanctions)

This chapter sets out MCS's formal corporate policy on sanctions compliance economic activities administered by OFAC. This policy constitutes the operational translation of the stated commitment. by the Management in Chapter 1 and is structured according to the five essential components identified by OFAC in its "Framework for OFAC Compliance Commitments": (i) commitment of senior management; (ii) risk assessment; (iii) internal controls; (iv) testing and auditing; and (v) training.

6.1. General Policy Statement

6.1.1 **General Prohibition.** It is MCS's policy not to participate in, facilitate, or permit third parties acting on its behalf. name participate, in any transaction prohibited by the Venezuela Sanctions Regulation (31 CFR Part 591) or by any other sanctions program administered by OFAC, unless such transaction is expressly authorized by a general license—including GL 46C—or by a license specific issued by OFAC.

6.1.2 **Presumption of Risk.** MCS presumes the existence of a risk of sanctions in any transaction that directly or indirectly involves the Government of Venezuela, PDVSA, PDVSA Entities, or any counterparty, vessel, or jurisdiction identified in section 3.3.2, and consequently requires the application of the Chapter 9 due diligence procedures prior to the holding of any contractual commitment.

6.1.3 **Universal application.** This policy is mandatory in all jurisdictions. in which MCS operates and with respect to all of its lines of business identified in Chapter 5, without exception due to volume, profitability or commercial urgency of the operation.

6.2. Commitment of Senior Management

As stated in Chapter 1, the MCS Directorate reiterates that compliance with sanctions Economic development is a strategic priority inseparable from the Company's operations, and the Company is committed to it. a: (i) formally review and approve this Manual and its updates; (ii) ensure functional independence and the effective authority of the Compliance Office (Chapter 4); and (iii) to hold accountable any employee or Any manager who fails to comply with this policy, regardless of their hierarchical position, will be subject to the regulations. disciplinary action of Chapter 16.

6.3. Risk Assessment as the Basis of Policy

This compliance policy is based on the risk assessment methodology developed in the Chapter 7, which identifies the geographic, counterparty, product/service, and channel risk factors Payments specific to MCS operations. The risk assessment must be updated, at a minimum, with annual periodicity, and extraordinarily in the event of any substantial modification of the regulatory framework of the GL 46C.

6.4. Sanctions List Verification Policy

6.4.1 Mandatory Checklists. MCS requires verification of all counterparties, vessels, and ultimate beneficiaries of payments against, at a minimum: (i) OFAC's Specially Designated Nationals and Blocked Persons List (SDN List); (ii) the Sectoral Sanctions Identifications List; (iii) the Consolidated Non-SDN Sanctions List; and (iv) any other applicable exclusion lists pursuant to section 3.3.2 of this Manual (jurisdictions of Russia, Iran, North Korea, Cuba, and ties to the People's Republic of China).

6.4.2 Frequency of verification. Verification against sanctions lists shall be carried out: (i) before initiating any new business relationship; (ii) before each individual transaction with an existing counterparty involving Venezuela; and (iii) periodically with respect to the current portfolio of clients and suppliers, in accordance with the continuous monitoring procedure of Chapter 13.

6.5. Risk-Based Due Diligence Policy

MCS applies a due diligence approach proportionate to the level of exposure of each transaction, in accordance with the classification matrix of Chapter 5 and the methodology of Chapter 7. Transactions classified as having High exposure will be subject to Enhanced Due Diligence and will require the express and documented approval of the Compliance Office prior to their execution.

6.6. "Know Your Transaction" Policy

Regardless of counterparty identity verification, all MCS employees involved in structuring or executing a transaction must evaluate the underlying business logic, identifying red flags such as: shipping routes inconsistent with the declared origin or destination of the product; payment requests through third parties with no apparent connection to the transaction; unjustified insistence on the use of digital currencies or debt-for-equity swaps; or the counterparty's reluctance to provide information about the ultimate beneficial owner. The identification of any red flag requires immediate escalation in accordance with Chapter 8.

6.7. Non-Avoidance (Anti-Evasion) Policy

6.7.1 Prohibition of Facilitation. MCS expressly prohibits its employees, officers, agents, or contractors from facilitating, assisting, or participating—directly, indirectly, or through non-U.S. persons—in the circumvention of the VSR prohibitions or the GL conditions.
46C.

6.7.2 Prohibition of fraudulent structuring. The structuring of transactions, the artificial interposition of intermediaries, or the use of inaccurate documentation for the purpose of concealing the Venezuelan origin of a product, the true identity of a blocked counterparty, or the final destination of a transaction is prohibited.
pay.

6.8. Third Party and Supply Chain Policy

MCS extends its compliance policy to agents, representatives, subcontractors, and suppliers acting on its behalf or for its benefit, requiring, as applicable: (i) the signing of contractual declarations of compliance with sanctions (Chapter 10); (ii) verification of their qualification as an "entity" established American" when applicable (section 3.3.1.1); and (iii) MCS's right to audit compliance and terminate the business relationship in the event of non-compliance with this policy.

6.9. Consequences of Non-Compliance

Failure to comply with this policy by any MCS employee or manager will result in the application of the disciplinary regime established in Chapter 16, which includes measures ranging from formal reprimand to termination of employment for just cause, without prejudice to any civil, administrative or criminal liability that may arise before the authorities
competent.

6.10. Voluntary Disclosure Policy to OFAC

Upon identifying a transaction that, having been executed, is found to be non-compliant with the VSR or the conditions of GL 46C, MCS's policy is to evaluate—with the support of specialized external legal counsel—the advisability of filing a Voluntary Self-Disclosure with OFAC, recognizing that such disclosure constitutes, according to OFAC guidelines, a relevant mitigating factor in the determination of any potential administrative sanctions. The decision to disclose rests with the Chief Executive Officer, following recommendations from the Compliance Office and legal counsel.

CHAPTER 7

Risk Assessment (Methodology and Identification of Risk Factors)

Risk assessment constitutes, according to the "Framework for OFAC Compliance Commitments", the second an essential component of any sanctions compliance program and the technical basis on which it is They design the mitigating internal controls developed in Chapter 8. This chapter establishes the formal methodology by which MCS identifies, rates and prioritizes the sanctions risks inherent in its operations.

7.1. Object and Methodological Framework

7.1.1 **Purpose.** The purpose of risk assessment is to systematically identify the areas of the MCS operation with a higher probability of exposure to a violation of the VSR or the conditions of the GL 46C, in order to allocate compliance resources in proportion to that risk.

7.1.2 **Risk-based approach.** MCS adopts a risk-based approach to compliance. approach), recognizing that not all operations, counterparties, or lines of business present the same level of exposure, according to the preliminary classification developed in Chapter 5.

7.1.3 **Process Owner.** The Compliance Office is responsible for conducting the evaluation of risks, with the consultative participation of the commercial, operational and financial areas, and with reporting to results to the Compliance Committee in accordance with section 4.4.

7.2. Identified Risk Factors

7.2.1 **Geographic risk.** Degree of exposure derived from the jurisdiction of origin, transit or destination of the operation, with special attention to Venezuela and the excluded jurisdictions identified in section 3.3.2 (Russia, Iran, North Korea, Cuba) and the link with the People's Republic of China.

7.2.2 **Counterparty risk.** Degree of exposure derived from the nature of the counterparty, including its any possible link, direct or indirect, with the Government of Venezuela, PDVSA or PDVSA Entities, its ownership structure, and the transparency of its ultimate beneficiary.

7.2.3 **Product or service risk.** Degree of exposure derived from the nature of the line of business involved, according to the exposure classification matrix of Chapter 5 (High for additives Specialized and chartering services; Medium for industrial supplies; Low to Medium for training).

7.2.4 **Payment channel risk.** Degree of exposure derived from the proposed payment structure for the operation, including the use of unidentified financial intermediaries, the insistence on mechanisms of debt or digital currency swaps, and non-compliance with the payment channeling protocol under EO 14373 (Chapter 11).

7.2.5 **Transactional risk.** Degree of exposure derived from the intrinsic characteristics of the operation individual, such as its structural complexity, the presence of multiple intermediaries, or the lack of correspondence between the commercial documentation and the economic logic of the operation (see policy) "Know Your Transaction", section 6.6).

7.3. Risk Rating Methodology

MCS rates each risk factor according to a two-dimensional matrix that combines the probability of occurrence and potential impact of a possible default, generating a risk rating inherent in three levels: Low, Medium, and High.

Probability / Impact	Low Impact	Medium Impact	High Impact
High Probability	Medium Risk	High Risk	High Risk
Average Probability	Low Risk	Medium Risk	High Risk
Low Probability	Low Risk	Low Risk	Medium Risk

For the purposes of this matrix, "impact" means the magnitude of the regulatory, reputational, or financial consequence that would result from the materialization of the risk (including administrative sanctions). from OFAC, loss of authorization under GL 46C, or exposure to criminal liability), and by "probability" the estimated frequency with which this risk factor occurs in the ordinary operations of MCS.

7.4. Inherent Risk and Residual Risk

7.4.1 **Inherent Risk.** This is the level of risk existing before the application of any internal control, determined exclusively based on geographical, counterparty, product, and risk factors. of the pay channel described in section 7.2.

7.4.2 **Residual Risk.** This is the level of risk remaining after applying mitigating internal controls. developed in Chapter 8 (list verification, enhanced due diligence, payment protocols, contractual clauses). MCS will document, for each line of business, both the inherent risk and the estimated residual risk, in order to evaluate the effectiveness of its controls.

7.5. Risk Factor Matrix Applied to MCS

Risk Factor	Specific Indicator in MCS	Inherent Qualification
Geographical	Operations with a direct link to Venezuelan ports or terminals	High
Counterpart	Client or intermediary with a non-transparent corporate relationship with PDVSA	High
Product / Service	Supply of specialized additives for refining	High
Product / Service	Professional training without a direct transactional link	Low
Payment Channel	Proposal for payment through a financial intermediary not identified	High
Payment Channel	Payment channeled according to the EO 14373 protocol (Chapter 11)	Half
Transactional	Incomplete or inconsistent business documentation	Medium / High

7.6. Frequency and Update

7.6.1 **Ordinary review.** The risk assessment will be reviewed and updated annually by the Compliance Office, with presentation of results to the Compliance Committee.

7.6.2 **Extraordinary Review.** The risk assessment will be subject to immediate extraordinary review in the event of any of the following: (i) modification, replacement, or revocation of GL 46C or any related general license (section 3.5); (ii) addition of a new line of business or geographic market; (iii) identification of a critical non-compliance finding; or (iv) significant changes in the designation of Venezuelan persons or entities by OFAC.

7.7. Documentation and Registration

The results of each risk assessment, including the matrices developed in sections 7.3 and 7.5, must be formally documented and retained in accordance with the records retention policy of Chapter 17, in order to constitute demonstrable evidence to OFAC of the existence of a risk-based compliance program, in accordance with the standards of the “Framework for OFAC Compliance”.
Commitments”.

7.8. Critical Risk Escalation

Any operation rated as having a High inherent risk in two or more of the factors described in section 7.2 must be escalated to the Compliance Office and, where appropriate, to the Compliance Committee, prior to its execution, in accordance with the escalation procedure detailed in Chapter 8 of this Manual.

CHAPTER 8

Mitigating Internal Controls (Mitigation of Inherent Risk)

This chapter develops the third essential component of the “Framework for OFAC Compliance “Commitments”: the mitigating internal controls. These controls constitute the concrete operational response. MCS to the risk factors identified in Chapter 7, and its effective application is what allows for a reduction the inherent risk at an acceptable level of residual risk.

8.1. General Principles of Internal Controls

8.1.1 **Proportionality.** MCS's internal controls are applied in proportion to the level of risk. inherent determined according to the matrix in Chapter 7, concentrating the most verification resources demanding in operations classified as High risk.

8.1.2 **Documentation.** All internal controls applied must be documented and available for review. subsequent verification by internal or external audit (Chapter 13), in accordance with the policy of Chapter 17 record keeping.

8.1.3 **Priority.** As a general rule, preventive controls should be applied prior to the assumption of any contractual commitment or payment obligation, avoiding as far as possible the need to resort to corrective controls after the execution of the operation.

8.2. Preventive Controls (Ex Ante)

8.2.1 **Verification of sanctions lists (screening).** MCS will apply this prior to any business relationship. new, a screening process of the counterparty, its shareholders or ultimate beneficiaries relevant, and —where applicable— the vessel involved, against the sanctions lists enumerated in the section 6.4.1, using automated verification tools or, failing that, direct consultation of the OFAC public databases.

8.2.2 **KYC/KYCC Due Diligence.** The due diligence procedure developed will be applied. entirely in Chapter 9, including verification of the corporate structure, the beneficial owner, and — In the case of maritime counterparties—the history of port calls and the vessel's ownership record.

8.2.3 **Verification of “Established U.S. Entity” Status.** Prior to structuring any operation under GL 46C, the Compliance Office will verify and document that MCS, and when The relevant U.S. counterparty qualifies as an “established U.S. entity” pursuant to Note 1 to paragraph (a) of GL 46C (section 3.3.1.1).

8.2.4 **Mandatory contractual clauses.** Every contract that covers a transaction under GL 46C It will incorporate the mandatory clauses on applicable law, dispute resolution, and representations and warranties of compliance with sanctions, as developed in Chapter 10.

8.2.5 **Segregation of duties.** Commercial approval of a transaction, compliance verification, and The authorization of the corresponding payment must be carried out by different people or areas within the organization, so that no single person has unilateral control over the entire cycle of the operation.

8.3. Detective Controls (During Operation)

8.3.1 Monitoring of ongoing transactions. The Compliance Office will monitor the execution of the High or Medium risk operations identified in accordance with Chapter 7, verifying the consistency between the commercial documentation (invoices, bills of lading, certificates of origin) and the terms approved contracts.

8.3.2 Verification of vessel trajectory and position (AIS). Regarding operations involving Maritime transport, MCS will verify, through Automatic Identification Systems (AIS) or other commercially available ship tracking tools, ensuring the vessel's trajectory is consistent with the declared route, paying special attention to AIS signal interruptions, vessel transfers to undeclared ship-to-ship transactions, or unauthorized stops in Venezuelan ports.

8.3.3 Review of shipping documentation. The consistency of the bills of lading will be verified. Bills of lading, certificates of origin, and cargo manifests with the authorized operation, in order to detect possible inconsistencies indicative of product diversion or concealment of origin unauthorized Venezuelan.

8.4. Corrective Controls (Ex Post)

8.4.1 Immediate suspension of operations. Upon identification of an unresolved warning signal during In the execution of an operation, the Compliance Officer will exercise the suspension authority recognized in clause 4.3.4, halting any further disbursements or deliveries until the concern is resolved identified.

8.4.2 Precautionary Withholding of Funds. In case of reasonable doubt as to the legality of a transaction already initiated, MCS may precautionarily withhold the corresponding funds until the situation is resolved, without proceed with its release until the express consent of the Compliance Office is obtained and, when as appropriate, from external legal counsel.

8.4.3 Voluntary Disclosure Assessment. Upon confirmation of a non-conforming operation, the following will be activated: voluntary disclosure analysis to OFAC in accordance with the policy established in section 6.10.

8.5. Escalation Procedure for Alert Signals

Any MCS employee who identifies a red flag, whether in accordance with the "Know Your" policy Transaction" (section 6.6) or any other indication of risk, you must follow the following procedure escalation:

Passed	Action	Responsible	Term
1	Initial identification and documentation of the signal alert	Employee who detects it	Immediate
2	Formal notification to the Compliance Office	Employee / Direct Supervisor	Within 24 hours
3	Preliminary assessment and decision to suspend or continue operation	Compliance Officer	Within 48 hours
4	Escalation to the Compliance Committee if the signal is high risk	Compliance Officer	Extraordinary session

Passed	Action	Responsible	Term
5	Final decision and, where applicable, assessment of voluntary disclosure	Executive Director / Committee	According to complexity of the case

8.6. Technological Controls and Compliance Tools

MCS will maintain access to technological tools that support the compliance function, including, according to the budgetary availability defined in section 4.7: (i) automated checklist verification software sanctions; (ii) vessel position tracking platforms (AIS); and (iii) document management systems that allow for the traceability and preservation of due diligence records in accordance with Chapter 17.

8.7. Correspondence Matrix between Risk Factors and Applicable Controls

Risk Factor (Chapter 7)	Applicable Preventive/Detective Control	Reference
Geographical	Verification of sanctions lists and excluded jurisdictions	§8.2.1, §3.3.2
Counterpart	Enhanced KYC/KYCC due diligence	Chapter 9
Product / Service	Verification of linkage with GL 46C and EAR/BIS classification	Chapter 5
Payment Channel	Payment channeling protocol under EO 14373	Chapter 11
Transactional	Shipping route monitoring and document review	§8.3.2, §8.3.3

CHAPTER 9

Due Diligence — Know Your Customer / Counterparty (KYC / KYCC) Maritime and Port)

This chapter elaborates, with the highest level of operational detail, on the due diligence procedure. that MCS will apply with respect to clients, shipping counterparties and port counterparties, taking into account the profile of maritime risk characteristic of its activity. This chapter constitutes the practical materialization of the preventive controls described in section 8.2.

9.1. Levels of Due Diligence

9.1.1 **Simplified due diligence.** Applicable to counterparties rated as having a low inherent risk in accordance with Chapter 7, consisting of basic corporate identity verification and verification against lists of sanctions.

9.1.2 **Standard due diligence.** Applicable to counterparties rated as having a medium inherent risk, and includes, in addition to simplified due diligence, the identification of the beneficial owner and the verification of counterparty's business history.

9.1.3 **Enhanced Due Diligence.** Applicable to counterparties or vessels qualified with High inherent risk, and includes all procedures described in sections 9.3 to 9.5 of This chapter, as well as the express and documented approval of the Compliance Office as prior to the operation.

9.2. Application Time

Due diligence shall be applied: (i) at the beginning of every new business relationship; (ii) before every transaction individual involving Venezuela, regardless of the existence of a prior commercial relationship; and (iii) periodically with respect to the current portfolio, in accordance with section 9.8.

9.3. Customer Due Diligence (KYC)

9.3.1 **Corporate identification.** Articles of incorporation, certificate of good standing (certificate of good standing) standing), jurisdiction of incorporation, and —where relevant to GL 46C— verification of the date of incorporation for the purpose of qualifying as an “established U.S. entity” (section 3.3.1.1) or, in the case of non-U.S. counterparties, the equivalent status required by FAQ 1247 (section 3.4).

9.3.2 **Identification of the ultimate beneficial owner (UBO).** Identification of any natural person who owns, directly or indirectly, a shareholding equal to or greater than twenty-five percent (25%) of the capital or of the voting rights of the counterparty, or that exercises effective control over it, with verification of said person against the applicable sanctions lists.

9.3.3 **Verification of sanctions lists.** Verification of the counterparty and its ultimate beneficiary(ies) against the lists enumerated in section 6.4.1, paying particular attention to partial name matches (partial name matches) that warrant further analysis before being discarded.

9.3.4 **Origin of funds and business logic.** Reasonable verification of the origin of the funds involved in the operation and the consistency between the counterparty's declared business profile and the volume, frequency and nature of the proposed operation.

9.4. Maritime Counterparty Due Diligence (KYCC)

Given the maritime nature of a substantial part of MCS's operations, the Compliance Office It will apply a reinforced due diligence protocol to each vessel involved in an operation, with prior to the contracting of the charter or the provision of associated logistics services.

9.4.1 **Identification of the vessel.** Verification of the IMO number, current and historical name of the vessel, flag of current and historical flag state registration, and year of construction, paying particular attention to changes recent changes in name or flag, common indicators of an attempt to evade sanctions.

9.4.2 **Chain of ownership and management.** Identification of the registered owner, owner cash (beneficial owner), commercial operator, and ship manager of the vessel, with verification of each of them against the applicable sanctions lists and against the blocked vessels list of OFAC.

9.4.3 **Verification of insurance coverage (P&I).** Verification that the vessel has valid coverage of hull and protection and indemnity (P&I) insurance provided by an insurance entity not subject to sanctions, given that the loss of such coverage constitutes a recognized indicator of operation within of the so-called "dark fleet".

9.4.4 **AIS Trajectory History.** Review of the corresponding vessel's AIS positioning history for at least the previous twelve (12) months, identifying signal interruption patterns, transfers ship-to-ship in undeclared anchorages, or undisclosed stops in Venezuelan ports, in accordance with the detective control described in section 8.3.2.

9.4.5 **Port Call History.** Review of the ship's call history in the previous twelve (12) months, with specific attention to calls at more sensitive Venezuelan oil terminals (among others, José, Puerto La Cruz, Amuay and Cardón), without such call being, in itself, determining a prohibition, but generating the obligation to deepen the due diligence analysis.

9.5. Port and Institutional Due Diligence

9.5.1 **Port authorities and terminal operators.** When the operation involves the coordination of For services with a port authority or terminal operator that is part of the Government of Venezuela, MCS will document this condition and apply the authorization framework of Note 2 to paragraph (a) of the GL 46C (section 3.3.1.2), verifying that the activity is limited to what is ordinarily incidental and necessary to the authorized operation.

9.5.2 **Shipping agents and customs brokers.** Verification of agent license, reputation and background maritime agents, customs brokers and other port intermediaries involved in the operation, requiring the signing of the contractual declarations of compliance provided for in Chapter 10.

9.6. Specific Warning Signs of the Maritime Sector

Without prejudice to the general warning signs described in section 6.6, the Compliance Office will provide Special attention should be paid to the following specific indicators of maritime hydrocarbon transport, recognized in the sanctions advisories issued by the Department of the Treasury and the United States Coast Guard:

- Deliberate manipulation or shutdown of the ship's AIS system during parts of the voyage.
- Ship-to-ship cargo transfers carried out on the high seas or in anchorages not usual, without apparent operational justification.
- Frequent changes of name, flag, or owning company of the vessel in short periods of time (flag hopping).
- Vessels of advanced age, with a history of deficiencies in State control inspections of the port (Port State Control), operating outside of normal maintenance standards.
- Shipping documents (bills of lading, certificates of origin) that declare the origin of the product incompatible with the ship's route or port call history.
- Use of newly formed special purpose single-member companies (SPVs) as registered owners of the vessel, with no verifiable operating history.

9.7. Minimum Required Documentation

Category	Required Documentation
Client / Corporate Counterparty	Articles of incorporation; certificate of good standing; identification of beneficial owner; verification of lists
Vessel	Registration certificate; IMO history; class certificate; current P&I policy; 12-month AIS history
Payment Transaction	Payment instructions; verification of destination account pursuant to Chapter 11; correspondent bank identification
Port Authority / Terminal	Identification of the legal nature of the entity; determination of its possible link with the Government of Venezuela

9.8. Update Frequency

Due diligence for high-risk maritime clients and counterparties will be updated periodically. semi-annually; the Medium risk one, annually; and the Low risk one, in the event of any material change in the circumstances of the business relationship. In any case, the check against sanctions lists will be carried out prior to each individual operation, regardless of the frequency of comprehensive updates of record.

Failure to comply with any of the due diligence procedures described in this chapter, or the The decision to proceed with an operation despite the persistence of an unresolved warning sign will constitute a offense subject to the disciplinary regime of Chapter 16.

CHAPTER 10

Management of Contracts and Mandatory Clauses under GL 46C (Applicable Law and Arbitration)

This chapter develops the mandatory contractual framework that MCS must incorporate into any legal instrument that covers a structured transaction under GL 46C, with special emphasis on the applicable law and dispute resolution clause analyzed in section 3.3.5, and on the declarations and guarantees of compliance with sanctions that constitute a first-order preventive control in accordance with the clause 8.2.4.

10.1. General Contracting Principles

10.1.1 **Mandatory prior legal review.** No contract covering a transaction under GL 46C may be signed without prior review by legal counsel (internal or external) and the express non-objection of the Compliance Office, in accordance with the procedure described in section 10.10.

10.1.2 **Standardization.** MCS will maintain a bank of model clauses, subject to periodic updating by the Compliance Office, in order to ensure the consistency of contractual compliance protections across all of its legal instruments.

10.2. Clause on Declarations and Guarantees of Compliance with Sanctions

Every contract shall include a clause whereby each party represents and warrants, as an essential condition of the contract: (i) that it is not a blocked person pursuant to the VSR nor listed on the OFAC SDN List; (ii) that it is not organized, nor has its principal place of business, in Russia, Iran, North Korea or Cuba; (iii) that it is not owned by, controlled by, nor jointly owned by, a person organized under the laws of the People's Republic of China, as defined in section 3.3.2.3; and (iv) that it has the necessary internal and regulatory authorizations for the execution and performance of the contract.

Suggested drafting model: "Each Party represents and warrants that neither it, nor its directors, officers, nor, to the best of its knowledge and belief, its beneficial shareholders, is a Blocked Person or subject to the prohibitions of the Venezuela Sanctions Regulations (31 CFR Part 591) or any other sanctions program administered by the Office of Foreign Assets Control (OFAC) of the United States Department of the Treasury, except to the extent expressly authorized by OFAC General License 46C or any other applicable license."

10.3. Applicable Law Clause (Governing Law)

Pursuant to the requirement of GL 46C as elaborated in section 3.3.5, all contracts shall be governed, with respect to their interpretation, performance, breach, remedies, termination, validity, and enforceability, by the law of a state or other jurisdiction within the United States. Unless otherwise commercially justified and supported by legal counsel, MCS shall favor the election of the law of the State of Florida, as it is the jurisdiction of incorporation of the Company.

Suggested wording model: "This Contract, and any controversy, claim, or dispute arising out of or relating to it, shall be governed by and construed in accordance with the laws of the State of Florida, States

United States of America, excluding its conflict of laws rules, in compliance with the condition of law applicable as established in OFAC General License 46C.”

10.4. Dispute Resolution and Arbitration Clause

According to the extension introduced by GL 46C (section 3.3.5), the seat of arbitration or mechanism of Dispute resolution may be agreed upon in the United States, the United Kingdom, France, or Singapore. The Office MCS Legal will assess, in each case, the most suitable venue based on the nationality of the counterparty. the enforceability of the award, and the neutrality perceived by both parties, without this affecting the choice mandatory of applicable U.S. law pursuant to section 10.3.

Suggested wording model: “Any controversy arising out of or in connection with this Agreement, including Any question relating to its existence, validity or termination will be resolved through administered arbitration in accordance with the rules of [arbitral institution], based in [New York, United States / London, United Kingdom / Paris, France / Singapore], in [Spanish/ English] language, by [one/ three] arbitrator(s), without prejudice to the law substantive law applicable to the merits of the controversy is that of the State of Florida pursuant to Section [•] of this Contract."

10.5. GL 46C Compliance Clause and Suspensive Condition

Any contract whose execution depends on the validity of GL 46C shall incorporate a suspensive condition or resolution according to which MCS's performance obligation will be automatically suspended, without liability or penalty, in the event of revocation, expiration without renewal, or substantial modification of the GL 46C that prevents the continuation of the operation under the terms originally agreed.

Suggested drafting model: “The obligations of [MCS] under this Agreement are conditioned, in its in its entirety, to the continued validity of OFAC General License 46C (or any successor license with scope equivalent). In case of revocation, suspension, expiration without renewal, or substantial modification of said If [MCS] grants a license that renders the performance of this Contract unlawful or unfeasible, [MCS] may suspend or terminate this Agreement. I hereby enter into this contract immediately, without liability to the other party for such suspension or termination.”

10.6. Early Termination Clause due to Sanctions

Every contract will incorporate MCS's right to terminate the contract immediately and unilaterally, without responsibility, upon the subsequent designation of the counterparty, its ultimate beneficiary, or the vessel involved, on any applicable sanctions list, or upon identification of a violation of the representations and warranties described in section 10.2.

10.7. Audit and Right of Inspection Clause

MCS will contractually reserve the right to request, and the counterparty will be obligated to provide, reasonable documentation proving compliance with the declarations of economic sanctions. including the right to audit, with reasonable prior notice, the compliance records of counterparties directly linked to the transaction that is the subject of the contract.

10.8. Non-Assignment Clause without Prior Verification

Every contract shall prohibit the assignment, subcontracting or novation of contractual obligations to a third party without MCS's prior written consent, which will be conditional upon the satisfactory verification of said third in accordance with the due diligence procedure of Chapter 9.

10.9. Legal Review Procedure Prior to Signing

Stage	Action	Responsible
1. Commercial structuring	Definition of preliminary commercial terms of the transaction	Commercial Area
2. Risk assessment	Inherent risk rating in accordance with Chapter 7	Compliance Office
3. Contractual drafting	Incorporation of the mandatory clauses of this chapter	Legal Advice
4. Compliance review	No express objection from the Compliance Office	Compliance Officer
5. Final Approval	Signature authorization (High risk operations require CEO approval)	Chief Executive / Compliance Officer

No contract covering a transaction under GL 46C may be entered into without the entire process having been completed. of the stages described in the preceding table, whose documentation must be kept in accordance with the policy of record keeping of Chapter 17.

CHAPTER 11

Authorized Payment Protocols and Channels (Deposit Accounts under EO 14373)

This chapter develops, with the operational detail necessary for its direct application by the Finance and Treasury area of MCS, the payment channeling protocol required by GL 46C regarding all economic consideration directed to the Government of Venezuela, PDVSA or PDVSA Entities, according to the condition analyzed in section 3.3.3 of this Manual.

11.1. General Principle: Prohibition of Direct Payment

11.1.1 **Prohibition of Direct Payment to Blocked Persons.** It is MCS's absolute policy that no monetary payment related to a transaction covered by GL 46C be remitted directly to a bank account held by PDVSA, a PDVSA Entity, or the Government of Venezuela. All payments must be channeled exclusively through the Foreign Government Deposit Funds established pursuant to Executive Order 14373, or to any other account expressly directed by the United States Department of the Treasury.

11.1.2 **Mandatory prior verification.** The Finance and Treasury area will not execute any payment linked to a transaction under GL 46C without the prior and express verification and approval of the Compliance Office regarding the destination account, in accordance with the segregation of duties principle of clause 8.2.5.

11.2. Exception: Local Taxes, Permits and Fees

Pursuant to the amendment introduced by GL 46A, payments corresponding to taxes, permits, or local fees required by Venezuelan regulations as a standard administrative condition of operations in that territory are exempt from the requirement to channel payments through Foreign Government Deposit Funds. The Compliance Office must, in each case, document the basis for classifying a specific payment within this exemption, avoiding its broad application to items that do not strictly constitute local taxes, permits, or fees.

11.3. Foreign Government Deposit Funds (EO 14373)

Executive Order 14373, dated January 9, 2026, established the “Foreign Government Escrow Funds” mechanism, whereby payments that would otherwise be due to PDVSA or the Government of Venezuela are deposited into accounts that remain under the control of the United States Government, for the nominal benefit of the Government of Venezuela, until political or regulatory conditions arise that allow for their release. This mechanism is the cornerstone of the payment condition for GL 46C and the related general licenses identified in section 3.5.

11.4. Procedure for Obtaining Payment Instructions

Prior to executing any payment subject to the EO 14373 mechanism, MCS must contact the United States Department of State to obtain specific instructions regarding the destination account, providing the following information:

No.	Required Information
1	Names and full addresses of all relevant parties to the transaction
2	Description of the contract or obligation that gives rise to the payment
3	Date of sale and copies of the corresponding invoices or contracts
4	Amounts, currencies and dates of the transaction(s)
5	Identification of the specific general license on which the operation is based (e.g., GL 46C)
6	Copies of the transaction records that support the request

The Compliance Office will centralize this communication with the State Department, preventing the commercial or financial area communicates directly with the authority without its intervention, for the purpose of Maintain consistency and traceability in the registration of applications.

11.5. Commercially Reasonable Payment Terms

According to OFAC's interpretive guidance (FAQ 1232), any payment term agreed upon in a transaction under the GL 46C must be "commercially reasonable", meaning that it is consistent with the terms usually agreed in the international hydrocarbon market for operations of comparable nature and volume, avoiding structures artificially favorable to the Venezuelan counterpart that could indicate a purpose other than a purely commercial one.

11.6. Prohibited Payment Instruments

The following are expressly prohibited in any structured transaction under GL 46C:

- Debt swaps as a form of payment, except in the case specific crude oil swaps expressly authorized by paragraph (a) of the GL 46C (section 3.3.1.3).
- Any payment denominated in digital currency, cryptocurrency, or digital tokens issued by, for, or in name of the Government of Venezuela, expressly including the term "petro".
- Any payment structure that involves a financial intermediary domiciled in the jurisdictions excluded pursuant to section 3.3.2.2 (Russia, Iran, North Korea, Cuba).

11.7. Verification of the Destination Account and Correspondent Bank

Prior to the execution of any transfer, the Finance and Treasury area will verify: (i) that The destination account corresponds exactly to the one instructed by the State Department in accordance with the section 11.4, without any modification; (ii) the identity and absence of sanctions of the correspondent bank intervening party; and (iii) the consistency between the amount transferred and the amount approved in the documentation contractual in accordance with Chapter 10.

11.8. Payment Operating Procedure

Passed	Action	Responsible

Passed	Action	Responsible
1	Identification of the payment obligation arising from a contract under GL 46C	Financial Area / Treasury
2	Determination of whether the payment is subject to EO 14373 or the exception of section 11.2	Compliance Office
3	Request for payment instructions from the Department of State (if applicable)	Compliance Office
4	Verification of the destination account and the correspondent bank	Financial Area / Treasury
5	Final approval and execution of the transfer	Chief Executive or delegate, with no Compliance objection
6	Registration and filing of payment support documentation	Financial Area / Office Compliance

11.9. Registration and Traceability

All documentation relating to payment instruction requests, internal approvals, and vouchers The transfer record must be retained in accordance with the record retention policy of Chapter 17, because to constitute the primary support for compliance with the payment condition of GL 46C in the event of an audit or OFAC requirement.

CHAPTER 12

Reporting Obligations to Federal Agencies (10-Day Deadline — Department of State/Energy)

This chapter elaborates on the periodic reporting obligation that GL 46C imposes on any person who export, re-export, sell, resell or supply Venezuelan-origin petroleum to countries other than of the United States, an obligation that constitutes a condition of continuing compliance—and not merely initial—of the license, and whose non-compliance may compromise the availability of the authorization to MCS.

12.1. Event that triggers the reporting obligation

12.1.1 **Factual scenario.** The reporting obligation is triggered when MCS, in exercising the authorization of the GL 46C exports, re-exports, sells, resells or supplies Venezuelan-origin petroleum destined for a country other than the United States. The obligation does not, however, apply to transactions of Importation of petroleum or petrochemical products of Venezuelan origin into the United States, in accordance with the more restricted scope of this modality under GL 46B/46C (section 3.3.1).

12.1.2 **Subjective scope.** The reporting obligation falls on the person who actually exports, re-exports, sells, resells or supplies Venezuelan-origin petroleum under GL 46C, therefore MCS must determine, in each transaction, whether it acts as a directly obligated party or whether such obligation This responsibility falls on their contractual counterpart, without prejudice to the advisability of documenting this determination. in the operation file.

12.2. Agencies Recipients of the Report

The report must be submitted simultaneously to two federal agencies: (i) the Department of (ii) the United States Department of State; and (ii) the United States Department of Energy United States (US Department of Energy). The Compliance Office will keep the channels and points updated. current contact information for both agencies for the submission of these reports, given that this information is subject to modification by the authorities without prior formal notice in the text of the license.

12.3. Submission Deadlines

12.3.1 **First report.** The first report must be submitted within ten (10) calendar days following upon the execution of the first reportable transaction, understood as the first operation of export, re-export, sale, resale or supply of oil of Venezuelan origin to a different country of the United States carried out under GL 46C.

12.3.2 **Subsequent Reporting.** As long as reportable operations remain in progress, MCS shall submit subsequent reports every ninety (90) calendar days, starting from the date of the presentation of the immediately preceding report.

12.3.3 **Calculation of deadlines.** The Compliance Office will maintain a compliance calendar. calendar) that identifies, for each reportable line of operation, the date of the first report and the dates projected from subsequent quarterly reports, with internal alerts no less than fifteen (15) days in advance of each due date.

12.4. Minimum Report Content

Each report must identify, with respect to each transaction included in the corresponding period, at least the following information:

No.	Report Element
1	Identification of the parties involved in the transaction
2	Quantities and values of the transaction, and final destination country of the oil
3	Dates on which the transactions were executed
4	Taxes, fees, permits, or other payments made to the Government of Venezuela in connection with the transaction

12.5. Internal Procedure for Report Preparation

Passed	Action	Responsible
1	Identification of all reportable transactions carried out during the period	Commercial Area / Operations
2	Compilation of the information required under section 12.4	Compliance Office
3	Review of accuracy and consistency with contractual documentation	Legal Advice
4	Final approval of the report content	Chief Executive
5	Presentation of the report to the State Department and the Department of Energy	Compliance Office
6	File of the report and proof of submission	Compliance Office

12.6. Registration and Proof of Compliance

MCS will retain, with respect to each report submitted, proof of its timely submission (including, when available, the acknowledgment of receipt from the relevant agency), in accordance with the policy of preservation of records under Chapter 17, as such documentation constitutes the primary evidence of continuous compliance with this GL 46C condition.

12.7. Consequences of Failure to Comply with the Reporting Obligation

Failure to comply—in whole or in part—with the reporting obligation described in this chapter constitutes a failure to comply with a substantive condition of GL 46C, which may: (i) deprive the operation corresponding to the license coverage, with the consequent exposure to the general prohibitions of the VSR; and (ii) motivate the evaluation of a voluntary disclosure to OFAC pursuant to the policy of section 6.10. Consequently, the Compliance Office will treat the expiration of any reporting deadline with the same priority level as a High Risk alert signal according to the escalation procedure of Chapter 8.

CHAPTER 13

Continuous Monitoring, Auditing and Compliance Testing

This chapter develops the fourth essential component of the “Framework for OFAC Compliance Commitments: testing and auditing. A compliance program that does not submit
The independent and periodic verification of its own effectiveness lacks demonstrable value before OFAC, with independent of the formal quality of their written policies.

13.1. Object and Principles

13.1.1 Purpose. To verify, continuously and independently, that the internal controls described in Chapter 8 are effectively applied in MCS's operational practice, and that the resulting residual risk is maintained within tolerable levels according to the risk assessment in Chapter 7.

13.1.2 Independence. The audit activities described in this chapter will be conducted by a third party. line of defense (section 4.1.3), maintaining functional independence from the Office of Compliance, in order to guarantee the objectivity of its conclusions.

13.2. Continuous Monitoring

13.2.1 Monitoring of ongoing operations. The Compliance Office will monitor, on an ongoing basis, the execution of the High and Medium risk operations identified in accordance with Chapter 7, verifying the compliance with the preventive and detective controls of Chapter 8.

13.2.2 Periodic portfolio rescreening. The entire current portfolio of clients, maritime counterparties and MCS suppliers will be checked again against applicable sanctions lists with the periodicity established in section 9.8, and immediately upon any relevant update of these lists by OFAC.

13.2.3 Monitoring of the regulatory framework. The Compliance Office will continuously monitor the site OFAC officials and sources specializing in sanctions against Venezuela, in order to detect in a timely manner any modification, replacement or revocation of GL 46C or related general licenses identified in section 3.5, triggering the Chapter 18 update procedure when as appropriate.

13.3. Internal Audit

13.3.1 Frequency. MCS will conduct at least one annual internal audit of the Compliance Program, without prejudice to extraordinary audits in the event of critical findings or substantial changes in the framework regulatory.

13.3.2 Scope. The internal audit shall comprise, at a minimum: (i) review of a representative sample of due diligence files (Chapter 9); (ii) verification of compliance with reporting deadlines Chapter 12; (iii) review of the contractual documentation pursuant to Chapter 10; and (iv) evaluation of the effectiveness of Chapter 11 payment controls.

13.3.3 Results Report. The results of the internal audit will be presented directly to the Director. Executive and Compliance Committee, independent of the audited Compliance Office, including findings, recommendations, and suggested remediation timelines.

13.4. Independent External Audit

MCS will submit its Compliance Program to an independent external audit, conducted by a firm or consultant specializing in OFAC sanctions, with a periodicity not exceeding two (2) years, or in advance in the event of a substantial change in the Company's risk profile (for example, the addition of a new high-exposure line of business as defined in Chapter 5) or in the event of a critical finding of Non-compliance. The scope of the external audit will include a comprehensive assessment of the five components. of the “Framework for OFAC Compliance Commitments”.

13.5. Tests of Control Effectiveness

13.5.1 Transaction testing. The Compliance Office, or the auditor internal/external, will periodically select a sample of already executed operations to verify, of retrospectively, that due diligence procedures were correctly applied, the clauses mandatory contractual terms, and the corresponding payment protocol.

13.5.2 Quality tests of checklist verification. The effectiveness of the checklist verification will be verified periodically. tools for verifying sanctions lists used by MCS, including tests with names of control (test names) to confirm the correct identification of matches.

13.6. Key Performance Indicators of the Program

Indicator	Target / Reference Threshold
Percentage of high-risk transactions with documented enhanced due diligence	100%
Timely compliance with reporting deadlines to the Department of State/Energy (Chapter 12)	100% within the deadline
Average resolution time of escalated alert signals (Chapter 8.5)	No more than 5 business days
Annual training coverage for exposed personnel (Chapter 15)	100% of identified personnel
Critical internal audit findings not remedied at year-end	0

13.7. Corrective Action Plan

Every finding from an internal or external audit will result in a formal corrective action plan, with a responsible party, implementation deadline, and follow-up by the Compliance Office, the fulfillment of which It will be verified in the next immediate audit.

13.8. Annual Calendar of Monitoring and Audit Activities

Activity	Periodicity	Responsible

Activity	Periodicity	Responsible
Rescreening of client and counterparty portfolio according to risk level (§9.8)		Compliance Office
Review and update of the assessment of risks	Annual (and extraordinary)	Compliance Office
Compliance Committee Meeting	Quarterly	Compliance Committee
Internal audit of the Program	Annual	Internal Audit
Independent external audit	Every 2 years (or sooner, according to §13.4)	External Auditor
General staff training	Annual	Compliance Office (Chapter 15)

CHAPTER 14

Internal Investigations and Reporting Channel (Ethics and Confidential Hotline)

This chapter develops MCS's confidential reporting channel, an essential tool for the early detection of non-compliance that ordinary supervisory mechanisms may not capture, and materializes the commitment to non-retaliation declared by Management in clause 1.1.5 of this Manual.

14.1. Object and Principles

14.1.1 **Purpose.** To provide employees, managers, contractors, suppliers and third parties related to MCS with a secure, confidential and, when requested, anonymous mechanism to report in good faith any concerns or suspicions related to non-compliance with GL 46C, the VSR, or any provision of this Manual.

14.1.2 **Good faith.** The reporting channel is intended for reports made in good faith, with reasonable grounds, without requiring the complainant to have full proof of the reported breach, the existence of a reasonable concern being sufficient.

14.2. Available Channels

MCS will make available to staff and related third parties, at a minimum, the following channels for submitting complaints: (i) direct communication, verbal or written, with the Compliance Officer; (ii) a dedicated and restricted-access email address to the Compliance Office; and (iii) when the Company determines it in accordance with the availability of resources in section 4.7, a telephone hotline or electronic reporting platform managed by an independent third party, which allows for anonymous submission of the report.

14.3. Subject Matter of the Complaint

The following situations, among others, may be reported through this channel: (i) suspected operation with a counterparty, vessel or jurisdiction excluded pursuant to section 3.3.2; (ii) undue pressure to omit or expedite due diligence procedures; (iii) instructions to structure payments in contravention of the Chapter 11 protocol; (iv) falsification or alteration of shipping or due diligence documentation; (v) retaliation or threat of retaliation against a previous whistleblower; and (vi) any other conduct that could reasonably constitute a violation of the VSR or GL 46C.

14.4. Confidentiality and Anonymity

14.4.1 **Confidentiality.** The identity of the whistleblower will be kept strictly confidential by the Compliance Office, and will only be disclosed to third parties —including within the organization itself— to the extent strictly necessary to conduct the investigation, or when required by a competent authority pursuant to a binding legal requirement.

14.4.2 **Anonymity.** MCS will allow anonymous reporting, although the absence of contact information for the complainant may, in certain cases, limit the depth of follow-up that the Compliance Office can offer regarding the outcome of the investigation.

14.5. Non-Retaliation Policy

MCS strictly prohibits any form of retaliation, direct or indirect, against a person who file a good faith complaint under this chapter, including dismissal, demotion, exclusion from job opportunities, or harassment. Any proven retaliation will, in itself, constitute a serious offense subject to the disciplinary regime of Chapter 16, regardless of the outcome of the investigation into the original complaint.

14.6. Reception and Registration Procedure

All complaints received through any of the channels in section 14.2 will be recorded by the Office of Compliance in a confidential complaint register, assigning it a unique case number, with regardless of whether the complaint was filed in an identified or anonymous manner.

14.7. Internal Investigation Procedure

Stage	Action	Indicative Timeframe
1. Reception and registration	Case number assignment and preliminary assessment of admissibility	Within 3 business days
2. Scope Determination	Definition of the scope of the investigation and designation of the researcher	Within 5 business days
3. Evidence Gathering	Document review, interviews, and analysis of the operation involved	Depending on the complexity of the case
4. Preliminary conclusions	Preparation of a preliminary report of findings	Within 30 business days of started
5. Decision and measures	Adoption of corrective, disciplinary or other measures regulatory report	Without undue delay
6. Closing and archiving	Final case documentation and formal closure of the file	Upon completion of the measures adopted

14.7.1 Independence of the investigator. When the complaint involves the Compliance Officer himself or a As a member of senior management, the investigation will be conducted by independent external legal counsel, with direct report to the governing body that is not involved in the reported events.

14.7.2 Escalation to voluntary disclosure. If the investigation confirms the existence of a non-disclosure operation In accordance with the VSR or GL 46C, the case will be immediately referred to the evaluation procedure voluntary disclosure to OFAC pursuant to section 6.10.

14.8. Communication of Results to the Complainant

To the extent that the complaint has been filed in an identified manner and the complainant has Once you have provided a means of contact, the Compliance Office will inform you, within the limits that It imposes confidentiality on the investigation and on third parties involved, confirming that the complaint has been received, and subsequently, that the investigation has concluded, without this necessarily implying the revelation of the details of the measures taken.

14.9. Record Keeping

The record of complaints, the evidence collected, and the investigation reports will be retained in accordance with the Chapter 17 records retention policy, with a reinforced level of access restriction given the sensitive nature of such information.

CHAPTER 15

Staff Training, Education and Awareness

This chapter develops the fifth and final essential component of the “Framework for OFAC Compliance Commitments”: training. No internal control, however sound in its design, is effective if the Personnel responsible for applying it are unaware of its existence, its basis, or its correct way of execution.

15.1. Object and Principles

15.1.1 **Purpose.** To ensure that all MCS personnel, in proportion to their level of risk exposure of sanctions pursuant to Chapter 7, understand your obligations under this Manual and be able to Identify and escalate in a timely manner the warning signs described in section 6.6 and in Chapter 9.

15.1.2 **Responsible.** The Compliance Office will design, coordinate and document the annual program of training, and may rely on specialized external legal advice for the delivery of content of greater technical complexity.

15.2. Segmentation of the Target Population

Segment	Main Content	Periodicity
Senior Management and Committee Compliance	GL 46C regulatory framework; governance responsibility; OFAC sanctions enforcement cases	Annual
Compliance Office	Comprehensive technical update of the GL 46C frame and related licenses; due diligence methodologies	Regulatory / according to changes continue
Commercial Area / Sales	Chapter 5 Exposure Classification; Warning Signs commercial; escalation procedure	Annual
Operations / Maritime Logistics	KYCC due diligence (Chapter 9); maritime distress signals; AIS verification	Annual (reinforced semi-annual for staff High risk)
Finance / Treasury	Payment protocol under EO 14373 (Chapter 11); prohibited payment instruments	Annual
General administrative staff	Basic compliance induction and whistleblowing channel (Chapter 14)	Upon entry, and reinforcement biennial

15.3. Induction Training

Every new employee, regardless of their role, will receive induction training on the subject of compliance with economic sanctions within thirty (30) calendar days following the start of their employment relationship with MCS, as a precondition to their participation in any transaction related to the Chapter 5 business lines.

15.4. Specialized Training by Function

In accordance with the matrix in section 15.2, personnel in the commercial, maritime operational/logistics, and financial areas will receive specialized training in addition to the general induction, with emphasis on the specific procedures of their role in accordance with the responsibility matrix in section 4.5.

15.5. Training for Third Parties

MCS may require, as a contractual condition pursuant to section 10.2, that shipping agents, customs brokers and other intermediaries acting on its behalf complete basic training on MCS compliance policies relevant to their role, without this replacing the responsibility of such third parties to maintain their own compliance program.

15.6. Minimum Content of Training Programs

All training programs delivered pursuant to this chapter shall cover, at a minimum and according to the corresponding segment: (i) the fundamentals of the sanctions regime against Venezuela and GL 46C (Chapter 3); (ii) the general MCS compliance policy (Chapter 6); (iii) the red flags relevant to the participant's role; (iv) the escalation procedure (Chapter 8, section 8.5); and (v) the operation of the whistleblowing channel and the non-retaliation policy (Chapter 14).

15.7. Modality

The training may be delivered in person, virtually synchronously, or through self-learning modules, depending on the availability of resources defined in section 4.7, and in all cases must allow for the verification of understanding of the content in accordance with section 15.8.

15.8. Effectiveness Evaluation

Each training session will conclude with an assessment of comprehension of the content covered. Personnel who do not achieve the minimum passing grade defined by the Compliance Office must repeat the training within a period not exceeding thirty (30) calendar days, and in the meantime will be subject to enhanced supervision by their supervisor regarding any operation with exposure to sanctions.

15.9. Documentation and Registration

The Compliance Office will maintain an individualized record of the training received by each employee, including date, content, modality and evaluation result, which will form part of the Program's performance indicators in accordance with section 13.6, and will be kept in accordance with the record retention policy of Chapter 17.

CHAPTER 16

Disciplinary Regime and Consequences of Non-Compliance

This chapter elaborates on the internal consequences applicable to non-compliance with this Manual, giving effect to the “zero tolerance” principle declared by Management in clause 1.1.2 and providing real effectiveness to the totality of the policies and controls developed in the preceding chapters.

16.1. Principles of the Disciplinary Regime

16.1.1 **Universal application.** The disciplinary regime described in this chapter applies to the entirety of MCS staff, regardless of hierarchical level, including members of Senior Management, in accordance with the accountability principle of section 4.2.

16.1.2 **Proportionality.** Disciplinary measures shall be applied in proportion to the seriousness of the infringement, considering, among other factors: (i) whether the infringement was intentional or negligent; (ii) whether it generated or could generate effective exposure to OFAC sanctions for the Company; (iii) if there was concealment or lack of cooperation in the investigation pursuant to Chapter 14; and (iv) the employee's disciplinary history.

16.1.3 **Due process.** No employee shall be disciplined without having had a reasonable opportunity to know the facts that he is accused of and to present his version of them, except in cases of suspension immediate precautionary measures that the seriousness of the situation reasonably warrants.

16.2. Categories of Infringements

Category	Examples	Applicable Measurement Range
Minor Offense	Administrative omission in the due diligence record without effective exposure to risk	Verbal or written reprimand
Serious Offense	Omission of the escalation procedure in response to a signal identified alert (§8.5)	Temporary suspension; formal reprimand with plan improvement
Very Serious Offense	Structuring a transaction to circumvent the prohibitions of the VSR or the conditions of GL 46C (§6.7.2)	Termination of the relationship work for justified reason
Very Serious Offense	Retaliation against a whistleblower under Chapter 14	Termination of the relationship work for justified reason
Very Serious Offense	Falsification of due diligence, shipping or payment documentation	Termination of the relationship Labor dismissal for justified cause; evaluation of legal actions

16.3. Disciplinary Procedure

16.3.1 **Initiation of the procedure.** The disciplinary procedure will be initiated based on: (i) the findings of a internal investigation pursuant to Chapter 14; (ii) the findings of an internal or external audit pursuant to to Chapter 13; or (iii) the direct observation of an infringement by a supervisor.

16.3.2 **Decision-making body.** Minor and serious infractions will be resolved by the direct supervisor of the employee, with the non-objection of the Compliance Office when the violation is related to

Economic sanctions. Very serious infractions will be resolved by the Executive Director, after recommendation of the Compliance Office and, where appropriate, external legal advice.

16.3.3 **Documentation.** All disciplinary measures taken in accordance with this chapter shall be documented. formally and will be kept in the employee's file, as well as in the register of indicators of Program performance in accordance with section 13.6.

16.4. Consequences for Managers and Senior Management

Members of Senior Management and the Compliance Committee will be subject to the same disciplinary regime described in this chapter, without prejudice to the fact that, given its hierarchical position, the decision-making instance for its case corresponds to the corporate governance bodies of MCS that are not involved in the events, including, when the seriousness of the facts warrants it, the assessment of responsibility in accordance with the Company bylaws.

16.5. Consequences for Third Parties

Failure by an agent, contractor or supplier to comply with the representations and warranties regarding compliance with penalties (section 10.2) will result in the immediate termination of the contractual relationship. pursuant to the early termination clause of section 10.6, without prejudice to any legal action that correspond in accordance with applicable law.

16.6. Independence from External Responsibility

The application of the internal disciplinary regime described in this chapter is independent of, and does not replace, the potential civil, administrative or criminal liability that may arise in relation to OFAC, other agencies United States federal authorities, or any other competent authority, as a consequence of the conduct offender.

CHAPTER 17

Preservation of Records and Documentation (File Retention — 5 Years)

This chapter consolidates the obligation of documentary preservation referred to in a cross-cutting manner in the preceding chapters, establishing the term, scope, format and responsible party for custody of the records that They constitute the primary evidence of the effective functioning of the MCS Compliance Program.

17.1. Regulatory Basis

Pursuant to the OFAC Records and Reporting Regulations (31 CFR § 501.601 and provisions (in accordance with the law), any person who participates in a transaction subject to an administered sanctions program as per OFAC —including transactions authorized by a general license such as GL 46C— must retain all records related to said transaction for a minimum period of five (5) years counted from the date of the transaction, a period that MCS adopts as a general standard for document preservation according to this chapter.

17.2. General Retention Period

17.2.1 **General Rule.** All records related to a transaction covered, or potentially covered, by GL 46C, shall be kept for a minimum period of five (5) years, counted from the date of completion. of the corresponding transaction or business relationship.

17.2.2 **Extended Time Limit Exceptions.** Notwithstanding the general rule, records linked to a ongoing internal investigation (Chapter 14), to a disciplinary procedure (Chapter 16), or to a Voluntary disclosures submitted to OFAC (section 6.10) will be retained until final conclusion. of the corresponding procedure, regardless of whether said term exceeds five (5) years generals.

17.3. Categories of Records Subject to Preservation

Registration Category	Reference in the Manual	Minimum Term
KYC/KYCC due diligence files	Chapter 9	5 years since the end of the relationship
Results of verification (screening) of sanctions lists	§6.4, §8.2.1	5 years
Risk assessments (inherent and residual) and their matrices	Chapter 7	5 years since its replacement by the next update
Contracts and their mandatory clauses	Chapter 10	5 years since the completion of the contract
Payment instructions and receipts transfer	Chapter 11	5 years
Reports submitted to the Department of State and Department of Energy	Chapter 12	5 years
Internal and external audit reports	Chapter 13	5 years

Registration Category	Reference in the Manual	Minimum Term
Record of complaints and investigations internal	Chapter 14	5 years since the case was closed
Staff training records	Chapter 15	5 years
Disciplinary files	Chapter 16	5 years since the case was resolved

17.4. Format and Storage Medium

Records may be kept in physical or electronic format, provided that the medium used guarantees: (i) the (ii) integrity and unalterability of the preserved document; (ii) its availability and legibility throughout of the retention period; and (iii) the possibility of its timely retrieval upon a request from OFAC or of any other competent authority, pursuant to section 17.6.

17.5. Security and Confidentiality

Access to the records maintained pursuant to this chapter shall be restricted to the staff of the Office of Compliance is granted to those individuals who, by virtue of their role, require such access. The records of especially sensitive nature — in particular, those relating to complaints and internal investigations (Chapter 14) Disciplinary files (Chapter 16) will be subject to a reinforced level of access restriction, limited to the Compliance Officer, the Chief Executive Officer, and legal counsel where appropriate.

17.6. Recovery Procedure at the Request of an Authority

In response to a request for information from OFAC or any other competent authority of the In the United States, the Compliance Office will coordinate, with the support of external legal counsel when necessary. necessary, the timely collection and submission of the requested records, within the period that said authority establish, keeping an internal record of the request received and the response sent.

17.7. Destruction of Records Upon Expiration of the Term

Once the applicable retention period under section 17.2 has expired, and provided there is no ongoing procedure that justifies their extended retention pursuant to clause 17.2.2, the records They may be destroyed in accordance with MCS's internal document management procedure, leaving a record of the date and of the person responsible for said destruction.

17.8. Person Responsible for Custody

The Compliance Office acts as the institutional custodian of all records described in this chapter, without prejudice to the fact that its material generation corresponds, in the first instance, to the commercial, operational, financial or legal area involved in each operation according to the responsibility matrix of the section 4.5.

CHAPTER 18

Updates and Revisions to the Compliance Plan

This chapter establishes the formal procedure by which this Manual will be reviewed and updated, expressly recognizing that the sanctions regime against Venezuela and GL 46C constitute a dynamic regulatory framework, subject to frequent modification by OFAC, as has been evidenced in the regulatory evolution of the license described in section 3.2.

18.1. Updating Principles

18.1.1 **Conditional validity.** This Manual reflects the state of the regulatory framework as of the date of its The issue indicated on the Cover, and its content, should be interpreted in light of any modifications subsequent GL 46C, of the related general licenses (section 3.5), or of the VSR, which the Office of Compliance identified according to the continuous monitoring of section 13.2.3.

18.1.2 **Primacy of the current standard.** In case of discrepancy between the content of this Manual and the text In accordance with the current GL 46C or applicable sanctions regulations, the rule will prevail at all times. current on the text of the Manual, without prejudice to the obligation of the Compliance Office to update the document as soon as possible in accordance with the procedure in this chapter.

18.2. Ordinary Review

This Manual will be subject to a regular comprehensive review on an annual basis, coinciding with the cycle of Chapter 7 risk assessment and Chapter 13 internal audit cycle, in order to incorporate any adjustment resulting from these processes.

18.3. Extraordinary Review

This Manual will be subject to immediate extraordinary review in the event of any of the following:

- Modification, replacement, or revocation of GL 46C or any related general license identified in section 3.5.
- Issuance of new OFAC interpretative FAQs that substantially affect the scope of the authorizations described in Chapter 3.
- Incorporation of a new line of business or geographic market by MCS.
- Identification of a critical finding in an internal or external audit (Chapter 13), or in a investigation derived from the complaints channel (Chapter 14).
- Any significant change to the organizational structure of the Compliance Program described in the Chapter 4.

18.4. Update Procedure

Passed	Action	Responsible
1	Identification of the regulatory or organizational change that warrants the update	Compliance Office

Passed	Action	Responsible
2	Drafting the proposed amendment to the affected chapter or section	Compliance Office / Consulting Legal
3	Check for consistency with the rest of the Manual (cross-references)	Compliance Office
4	Presentation of the proposal to the Compliance Committee	Compliance Officer
5	Final approval of the update	Chief Executive
6	Version control update and communication to staff	Compliance Office

18.5. Version Control

Any update to this Manual will result in a new numbered version, according to the scheme of Version control established on the Cover Page of this document (Document No. MCS-CMP-OFAC46C-001), requiring that for each version, the date of issue, a summary of the changes introduced, and its approval by the Executive Director.

Version	Date	Summary of Changes	Approved by
1.0	June 2026	Original issue of the Compliance Plan Manual Strengthened	Richard Gonzalez (CEO)

This version history table must be completed by the Compliance Office with each update. successive of the Manual, as they occur according to the procedure in this chapter.

18.6. Communication of Updates to Staff

Any substantive update to the Manual will be communicated to the affected personnel within fifteen (15) days calendar following its approval, and will be incorporated into the training program in accordance with section 15.6 in the next training cycle.

18.7. Process Owner

The Compliance Office is responsible for safeguarding the current version of the Manual and keeping it updated. its version history, and ensuring that all staff have access to the latest version of document, rendering any previous version ineffective from the date of approval of its successor.

CHAPTER 19

Definitions, Glossary of Terms and Acronyms

This chapter consolidates, for quick reference purposes, the technical terms and acronyms used throughout throughout this Manual. In case of discrepancy between a definition consolidated here and the definition The specific one developed in the corresponding chapter, the latter will prevail.

19.1. Glossary of Terms

Term	Definition
Ultimate Beneficial Owner (UBO)	Natural person who owns, directly or indirectly, a stake equal to or greater than 25% of an entity, or who exercises effective control over it (§9.3.2).
Enhanced Due Diligence (EDD)	Enhanced verification procedure applicable to counterparties or transactions of High inherent risk (§9.1.3).
Voluntary Disclosure Self-Disclosure)	Proactive communication to OFAC of a non-compliant operation, considered a mitigating factor in the determination of sanctions (§6.10).
Established US Entity	Entity organized under the laws of the U.S. or of a jurisdiction within the U.S. in or before January 29, 2025 (§3.3.1.1).
PDVSA Entities	PDVSA and any entity in which it holds, directly or indirectly, a stake in 50% or more (§3.1.4).
Dark Fleet	Group of vessels operating without conventional P&I insurance coverage or with practices of concealing their activity, indicative of a risk of sanctions (§9.4.3).
Government Deposit Funds Foreign	Accounts established pursuant to EO 14373 under the control of the U.S. Government through which payments to blocked Venezuelan persons must be channeled (§3.3.3, Chapter 11).
Government of Venezuela (GoV)	The State and Government of Venezuela, its political subdivisions, agencies and instrumentalities, including the Central Bank of Venezuela and PDVSA, as defined in EO 13857 (§3.1.2).
Applicable Law (Governing Law)	Contractual clause that determines the substantive law governing the contract; under GL 46C it must be the law of a U.S. state or jurisdiction (§3.3.5, §10.3).
Blocked Person	Natural or legal person included on the OFAC SDN List or whose ownership is It is blocked according to the VSR.
Inherent Risk	Level of risk existing before the application of any mitigating internal controls (§7.4.1).
Residual Risk	Remaining risk level after applying mitigating internal controls Chapter 8 (§7.4.2).
Red Flag	Objective indication of a possible breach of sanctions that triggers the procedure escalation of Chapter 8 (§6.6, §9.6).
Ship-to-Ship (STS)	Transfer of cargo between two ships, usually on the high seas, sometimes used to disguise the true origin or destination of a cargo (§8.3.2, §9.6).
Commercially Reasonable Terms	Payment terms consistent with prevailing market standards for similar transactions, in accordance with OFAC FAQ 1232 (§3.3.4, §11.5).

Term	Definition
Three Lines of Defense	Risk governance model that distinguishes between operational areas (first line), the compliance function (second line) and the independent audit (third line) line) (§4.1).

19.2. Glossary of Acronyms

Acronym	Meaning
AIS	Automatic Identification System (Automatic Identification System for Ships)
BIS	Bureau of Industry and Security (U.S. Department of Commerce)
EAR	Export Administration Regulations
ECCN	Export Control Classification Number
EDD	Enhanced Due Diligence
EO	Executive Order (Executive Order of the President of the United States)
FAQ	Frequently Asked Questions (OFAC Interpretive Guide)
GL	General License (OFAC General License)
GoV	Government of Venezuela
IMO	International Maritime Organization (unique identifier number of a ship)
KPI	Key Performance Indicator
KYC	Know Your Customer
KYCC	Know Your Counterparty/Customer's Customer
OFAC	Office of Foreign Assets Control (U.S. Treasury Office of Foreign Assets Control)
PI	Protection and Indemnity Insurance
PDVSA	Petróleos de Venezuela, SA
SDN List	Specially Designated Nationals and Blocked Persons List (OFAC List)
STS	Ship-to-Ship (ship-to-ship transfer)
UBO	Ultimate Beneficial Owner
VSD	Voluntary Self-Disclosure
VSR	Venezuela Sanctions Regulations (31 CFR Part 591)

This glossary will be updated by the Compliance Office in accordance with the Chapter 18 procedure, in the to the extent that new technical terms derived from the evolution of the GL regulatory framework are incorporated 46C.

CHAPTER 20

Plan Approval, Certification and Validity

This chapter constitutes the formal closing of the Marine Enhanced Compliance Plan Manual Clean Solutions LLC, through the express certification of its approval by the Management and the Office of Compliance, and the declaration of its validity in accordance with the terms established on the Cover of this document.

20.1. Declaration of Document Integrity

It is hereby noted that this document, identified as MCS-CMP-OFAC46C-001, Version 1.0, comprised of the twenty (20) preceding chapters —from the Message from the Directorate to the present Chapter on approval and validity—, constitutes the complete and consolidated version of the Plan Manual Enhanced Compliance of Marine Clean Solutions LLC, superseding in its entirety any draft, minutes, or preliminary version previously circulated.

20.2. Chief Executive Officer Certification

The undersigned, in his capacity as Chief Executive Officer of Marine Clean Solutions LLC, certifies: (i) that he has reviewed the entire contents of this Manual; (ii) that he formally approves its implementation across all of the Company's operations; (iii) reiterating the commitment of the Address stated in Chapter 1; and (iv) that it undertakes to provide the Compliance Office with the resources necessary for its effective implementation, in accordance with section 4.7.

20.3. Certification of the Compliance Officer

The undersigned, in his capacity as Compliance Officer of Marine Clean Solutions LLC, certifies: (i) that this Manual has been prepared in accordance with a reasonable technical-legal analysis of regulatory framework of the OFAC General License 46C in effect at the date of its issuance; (ii) that assumes the responsibility for its implementation, monitoring and updating in accordance with Chapters 4, 13 and 18; and (iii) that will report to Management, with the frequency established in this Manual, on the status of compliance with Program.

20.4. Validity

20.4.1 **Entry into force.** This Manual enters into force on the effective date indicated in the Cover, and is mandatory and immediately applicable from that date for all persons included within its scope in accordance with section 2.3.

20.4.2 **Indefinite validity subject to updates.** This Manual will remain in effect for a period of time indefinite, without prejudice to its ordinary annual review and any extraordinary reviews that may apply pursuant to Chapter 18, and its eventual replacement by a duly approved later version in accordance with the procedure in said chapter.

20.4.3 **Termination of previous versions.** As of the effective date of this Version 1.0, any MCS internal policies, manuals, or procedures regarding compliance are hereby terminated. economic sanctions that are inconsistent with the content of this Manual.

20.5. Distribution

This Manual will be distributed, in its current version, to all personnel covered by its scope, in accordance with the update communication procedure in section 18.6, and will be available for permanent consultation through the means determined by the Compliance Office.

20.6. Substantive Certification Signatures of Closure

Unlike the administrative approval for issuance shown on the cover page of this document—which accredits only the authorization to publish this version—, the signatures that are included in They then certify the substantive review of the entire content of the Manual and the express assumption of the responsibilities described in sections 20.2 and 20.3, constituting the formal closing act of this document.

Richard Gonzalez
Executive Director (Chief Executive Officer)
Marine Clean Solutions LLC
Date: _____ / _____ / __________

____
Compliance Officer
Marine Clean Solutions LLC
Date: _____ / _____ / __________

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