



CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

Last Updated: 01 January 2024

Objective: Establish a consistent Code of Ethics and Conflict of Interest Policy (“Code and Code and Policy”) within Mobile Accord, Inc. (T/A GeoPoll)

Scope: This Code and Policy applies to all departments and all persons working for GeoPoll.

Authority: The Chief Executive Officer, the General Counsel, and/or their nominee are responsible for the development, administration, and evolution of this Code and Policy (“Authority”). Each person / department at GeoPoll is responsible for compliance.

Statement: GeoPoll maintains certain policies to guide its employees with respect to standards of conduct expected in areas where improper activities could damage GeoPoll's reputation and otherwise result in serious adverse consequences to GeoPoll and its employees. The purpose of this Code and Policy is to affirm required standards of conduct and practices with respect to certain type of behavior, payments, and political contributions.

An employee's actions under this Code and Policy are significant indications of the individual's judgment and competence. Accordingly, those actions constitute an important element in the evaluation of the employee for position assignments and promotion. Correspondingly, insensitivity to or disregard of the principles of this Code and Policy will be grounds for appropriate management disciplinary action.

Furthermore, GeoPoll will not make any contribution to any political party or to any candidate for political office in support of such candidacy except as provided in this Code and Policy and as permitted by law. In the United States, federal law strictly controls corporate involvement in the federal political process. Generally, federal law provides that no corporation may contribute anything of value to any political party or candidate in connection with any federal election.

1. Definition. In this Code and Policy, the term “GeoPoll” shall mean Mobile Accord, Inc., its subsidiaries and affiliates. The term “employee” shall include any person representing or acting on behalf of GeoPoll in any capacity as an employee, consultant, executive, officer, board member, or any other capacity in which the employee’s duties are such that their actions directly and/or indirectly affect the operations, legal, and/or financial interests of GeoPoll.

2. Conflicts of Interest. No employee of GeoPoll should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity, or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his/her duties and in the best interests of GeoPoll.

3. Compliance. No employee of GeoPoll should engage in any business or transaction or professional activity in contravention of US or any International Law, whether governing the operation and practices of GeoPoll or otherwise. Furthermore, no employee of GeoPoll shall engage in any business or transaction or professional activity with persons the employee knows are acting in contravention of these same laws. These laws include but are not limited to the Foreign Corrupt Practices Act (FCPA), the Alien Tort Claim Act, and the Bribery Act of the United Kingdom.

4. Rules of Conduct.

a. No employee of GeoPoll should accept other employment or enter into any form of arrangement, which will impair his/her independence of judgment in the exercise of his/her duties and responsibilities.

b. No employee of GeoPoll should accept employment or engage in any business or professional activity, which will require him/her to break any laws or otherwise compromise her/per professional integrity.

c. No employee of GeoPoll should disclose confidential information, which he/she has gained by reason of his/her position or authority and/or which he/she has acquired in the course of his/her duties except as required by law, nor use such information to further his/her personal interests, unless such information has previously been made public.

d. No employee of GeoPoll should use or attempt to use his/her position to secure privileges or exemptions for himself or herself or others.

e. No employee of GeoPoll should engage in any transaction as representative or agent of GeoPoll with any business entity in which he/she has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his/her duties or responsibilities.

f. An employee of GeoPoll should not by his/her conduct give reasonable basis for the impression that any person can improperly influence him/her or unduly enjoy his/her favor in the performance of his/her duties, or that he/she is affected by the kinship rank, position or influence of any party or person.

g. Employees of GeoPoll should refrain from making personal, direct or indirect investments in enterprises which he/she has reason to believe may be directly involved in decisions to be made by him/her or which will otherwise create conflict between his/her duties in the best interests of GeoPoll and his/her private interest.

h. An employee of GeoPoll should pursue a course of conduct which will not raise suspicion that he/she is likely to be engaged in acts that are in violation of his/her trust or in violation of US or any International Law, whether governing the operation and practices of GeoPoll or otherwise, including but not limited to the FCPA, the Alien Tort Claim Act, and the Bribery Act of the United Kingdom.

i. Any in-kind or monetary gifts offered to an employee shall be reported to the Authority before acceptance regardless of the value, monetary or otherwise.

j. No employee shall enter into any understanding or agreement-whether expressed or implied, formal or informal, written or oral-with a competitor limiting or restricting any of the following aspects of the competitive strategy of either party or of the business offering of either party to any third party or parties:

- i. Prices
- ii. Costs
- iii. Profits

- iv. Product or service offerings
- v. Terms or conditions of sale
- vi. Production or sales volume
- vii. Production facilities or capacity
- viii. Market share
- ix. Decisions to quote or not to quote
- x. Customer or supplier classification or selection
- xi. Sales territories
- xii. Distribution methods
- xiii. Personnel information / data
- xiv. Customer information / data

k. No employee shall enter into any understanding or agreement with a purchaser or lessee of a product sold or leased by the Company which restricts the right of the purchaser or lessee to determine the price at which to resell or lease such product; nor shall any employee enter into such an agreement when the Company is the purchaser or lessee of a product.

l. No employee shall engage in, contemplate, nor conspire (either solely or with others) to carry out any acts or omissions that are fraudulent and/or illegal that contravene any law, regulation, or policy (company or otherwise) that could otherwise violate such laws, regulations, or policies, harm the Company, or bring themselves or the company into legal peril and/or disrepute.

5. Disclosure. All apparent breaches of this Code and Policy and/or noncompliant acts must be disclosed to the Chief Executive Officer, the General Counsel, and/or their nominee for review and determination of whether a violation of this Code and Policy exists. Failure to disclose the same shall be interpreted as a violation of this Code and Code and Policy and subject the employee to disciplinary action, immediate termination, and/or legal action.

6. Complaints or Inquiries. All complaints or inquiries concerning possible violations of this Code and Policy should immediately be reported to the Chief Executive Officer, the General Counsel, and/or their nominee for review and a determination as to whether a violation of this Code and Policy exists.

7. Violations. In addition to any compensatory and/or punitive damages contained in any provision of law that may be relevant to this Code and Policy, any determination by the Authority that a breach or a noncompliant act has occurred or may occur may result in immediate termination of an employee's employment with GeoPoll, an order that the employee divest and/or remove himself/herself from the activity causing the conflict and provide GeoPoll with evidence of such divestment and/or removal, or an order that the employee ceases and desists from engaging in the noncompliant act and evidence of the same. In the event of termination for violation of any provision of this Code and Policy, the employee shall expressly acknowledge that he/she shall not be liable to receive from GeoPoll any form of severance or termination payment.

8. Integration: The terms contained in this Code and Policy is indoctrinated into GeoPoll policy and shall be integrated into all employees' terms of employment which govern the arrangement between GeoPoll and the employees.

9. Understanding. Each employee shall read through this Code and Policy and confirm his/her understanding and acceptance of the same, as well as the principles, terms and conditions contained



within this Code and Policy. All employees are charged with having read and understood this Code and Policy

This Code and Policy is officially accepted and implemented by GeoPoll.

Nicholas Becker – CEO
Mobile Accord, Inc. (T/A GeoPoll)

RELATED POLICIES & PROCEDURES (all policies are reviewed every two (2) years):

- Anti-Money Laundering Policy
- Anti-Bribery & Corruption Policy
- Code of Ethics and Conflict of Interest Policy
- Data Classification & Protection Policy
- GeoPoll Privacy Policy