

Verkada Inc. and its affiliates (“**Verkada**”) are committed to the highest standards of product quality and business integrity. Because our technology safeguards people and places across thousands of organizations worldwide, we hold ourselves, and those we work with, to high standards of honesty, fairness, and operational integrity.

This Vendor Code of Conduct (the “**Code**”) sets out the principles and expectations that govern our relationships with our suppliers, hardware manufacturers, and service providers, along with their employees, subcontractors, agents, and other third parties acting on their behalf (each, a “**Vendor**”). This reflects our commitment to operating with accountability and respect for the businesses, people, and communities touched by our global supply chain.

This Code is grounded in internationally recognized frameworks for responsible business conduct, including accepted standards on human rights, labor rights, environmental stewardship, and ethics. Responsible supply chain management is a shared obligation that extends beyond direct relationships to include sub-tier suppliers involved in delivering goods or services to Verkada.

Verkada reserves the right to modify or update the terms of this Code in its discretion, the effective date of which will be the earlier of: (i) 30 days from the date of such update or modification and (ii) Vendor’s continued supply of goods to, and/or performance of services for, Verkada. Vendor agrees to regularly review this Code for any updates.

I. COMPLIANCE

1. **Compliance with Code.** Vendor agrees to comply with the obligations set forth in this Code. To the extent Vendor has reason to believe that it may have violated this Code, Vendor must as soon as practicable notify Verkada of such potential violation. Any failure by Vendor to comply with the requirements of this Code is grounds for disciplinary measures (e.g., a remediation plan or other steps Verkada deems appropriate to prevent reoccurrence of the issue) up to and including termination. Verkada may

also require the immediate removal from supporting Verkada of any Vendor representative acting inconsistently with Verkada policies. Vendor shall also promptly notify Verkada regarding any known or suspected illegal or improper behavior relating to dealings with Verkada.

2. **Subcontractor Compliance.** Vendor shall ensure its subcontractors and agents supplying Verkada with goods or services (each a “**Subcontractor**”) comply with the obligations in this Code. Upon Verkada's reasonable written request, Vendor shall provide evidence of the measures Vendor has taken to enforce compliance with this Code by its Subcontractors.
3. **Compliance with Law.** Vendor shall comply with all laws, regulations, and policies applicable to its dealings with Verkada, including employment laws prohibiting discrimination and harassment, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act of 2010, laws regarding human trafficking and Forced Labor (as defined below), and applicable fair business, advertising, and antitrust laws.
4. **Audits.** Vendor shall allow Verkada (or third parties acting on its behalf) to conduct audits of Vendor and its facilities upon written notice to verify compliance with this Code. Vendor must maintain records to verify compliance with this Code and applicable law, and must provide all such records, if requested, during an audit.
5. **Export Controls.** Vendor must comply with applicable export control laws in its supply of goods or services to Verkada, including the U.S. Export Administration Regulations (“**EAR**”), the International Traffic in Arms Regulations (“**ITAR**”), and any applicable regulations administered by the U.S. Office of Foreign Assets Control (“**OFAC**”). Vendor must not export, re-export, or transfer any goods, software, technology, or technical data provided by or on behalf of Verkada, or incorporated into products supplied to Verkada, without first obtaining required authorizations, licenses, and permits. Vendor must not supply Verkada with any components, materials,

or products that incorporate technology or software that originates from a country subject to U.S. trade embargoes or comprehensive sanctions.

If Vendor supplies products or components that may be incorporated into deliverables for U.S. government customers, Vendor shall comply with the Trade Agreements Act (“**TAA**”) and ensure any such product is manufactured or substantially transformed in a TAA-compliant country. Vendor shall promptly notify Verkada in writing if Vendor becomes aware that any component, material, or technology supplied to Verkada may be subject to export control restrictions, may require a license for its intended use or destination, or may originate from a country that is not TAA-compliant.

II. ETHICS

1. Business Conduct & Ethics.

- a. **Gifts.** Vendor must not offer or accept any gift or anything else of value to obtain improper advantages or influence for the Vendor, for Verkada (including Verkada employees and/or their related parties), or for any third party, and must have an organizational policy that outlines these prohibitions. Vendor will not pay, offer or promise to pay, or authorize the payment of any monies or anything of value, directly or indirectly, to any government official or employee, any official or employee of a state-run or state-owned or controlled enterprise or entity, any official or employee of a public international organization, any candidate for political or public office, any official or employee of any political party, or any family member or relative of such persons or any political party for the purpose of influencing any act or decision of any such official, employee, candidate, political party, enterprise or entity, public organization, or

government to obtain or retain business, or direct business to any person or entity, or for any other improper advantage or purpose.

- b. **Conflicts of Interest.** Vendor must avoid all conflicts of interest or situations giving the appearance of a potential conflict of interest. Vendor is expected to notify Verkada if an actual or potential conflict of interest arises with respect to the goods or services it provides to Verkada and work with Verkada to correct or mitigate it.
- c. **Workplace Concerns.** Vendor must have a transparent, understandable mechanism for employees to report workplace concerns/grievances. The mechanism must provide protection from retaliation for employees reporting concerns in good faith and those participating in any related investigations. Vendor must have a process to promptly and thoroughly investigate complaints consistent with applicable law.
- d. **Ethical Behavior.** Vendor shall conduct itself with honesty, fairness, and high ethical standards, avoiding even the appearance of impropriety in all its business interactions. Vendor shall not engage or attempt to engage in bribery, extortion, or embezzlement. Vendor shall not engage in price-fixing, bid-rigging, allocating customers or markets, or exchanging pricing information with competitors.

2. **Books & Records.** Vendor will maintain complete and accurate books and records in accordance with generally accepted accounting principles in its jurisdiction, consistently applied, properly and accurately reflecting Vendor's operations. Vendor will maintain a system of internal accounting controls reasonably designed to ensure that its assets are used only in accordance with its management directives.

3. **SDN List.** Vendor must not procure materials from entities on the US Department of Treasury's Specially Designated Nationals ("**SDN**") list or other Denied Party lists. Vendor will notify Verkada immediately if it discovers that materials from entities on the SDN list are used in Verkada's products.
4. **Lobbying.** Vendor shall not undertake lobbying efforts on Verkada's behalf without express written consent from Verkada.
5. **Insider Trading.** Vendor, its personnel, agents, and contractors (collectively, "**Vendor Personnel**") may obtain material, non-public information about Verkada in connection with supplying Verkada goods or services (collectively, "**Inside Information**"). Vendor must not, and must ensure its Vendor Personnel do not, trade in Verkada securities or securities of any company to which Inside Information pertains, while they possess such Inside Information. Vendor must not communicate Inside Information to anyone who might use it to trade in securities about that information (or tip others to do so). These obligations continue until Verkada discloses the relevant Inside Information publicly.
6. **Press.** Vendor shall not publicize its relationship with Verkada or make public statements on behalf of Verkada, unless Verkada agrees in writing. Vendor shall not use Verkada's name or logo without Verkada's prior written consent. For clarity, Vendor may make truthful statements about Verkada required by applicable law or in a legal proceeding.

III. CONDUCT

1. **Social Responsibility.** Vendor shall conduct business in accordance with the United Nations Universal Declaration of Human Rights, the eight core International Labour Organization conventions, and the UN Guiding Principles on Business and Human Rights ("**International Policies**"). Vendor shall conduct business in accordance with International Policies and in

compliance with all applicable global and local human rights laws. Vendor shall also (a) follow practices that do not infringe on human rights and (b) regularly assess and mitigate human rights risks.

2. **Labor.** Vendor commits to treating workers fairly and respecting their rights. This applies to direct and indirect suppliers, as well as all workers including temporary, migrant, student, contract, direct employees, and any other type of worker. The labor standards are as follows:

3. **Prohibition on Forced Labor.** Vendor will not use, participate in, or allow its suppliers to use or participate in human-trafficked, slave, indentured, bonded, child, or any other forms of coerced labor (collectively, “**Forced Labor**”). Vendor’s workers must be legally entitled to work in the country in which they live and must be granted the protections and rights granted to legal workers in that country. These requirements apply to all workers as described above. Vendor must comply with all applicable laws with respect to use of Forced Labor, including but not limited to the UK Modern Slavery Act of 2015, the Australian Modern Slavery Act of 2018, and the Uyghur Forced Labor Prevention Act, as well as the standards embodied in the International Labour Organization conventions and in the United Nations Universal Declaration of Human Rights. Vendor is expected to take appropriate actions if it suspects violations of the labor standards expressed in this Code. All work performed for Vendor must be voluntary, and workers must be free to leave or terminate their employment at any time. Forced Labor must not be used. This includes transporting, harboring, recruiting, transferring or receiving vulnerable persons by means of threat, force, coercion, abduction or fraud for the purpose of exploitation. While workers may be asked to provide government-issued documentation as identification, workers must not be required to surrender government-issued identification, passports or work permits as a condition of employment. Vendor certifies that materials incorporated into the products supplied to Verkada comply with the laws regarding Forced Labor of the country or countries in which Vendor is doing business.

4. **Young Workers.** Vendor must not use child labor in any part of its business operations. If any child labor is detected, the Vendor shall immediately stop such child labor and improve the Vendor's labor practices to avoid using child labor in the future.
5. **Working Hours & Wages.** Vendor must set working hours, wages, over-time pay and benefits in compliance with all applicable laws. Where no wage law exists, it is expected that workers be paid at least the minimum local industry standard. Deductions from wages as a disciplinary measure shall not be permitted. The basis on which workers are being paid should be provided in a timely manner via pay stub or similar documentation.
6. **Non-Discrimination.** Vendor must be committed to a workforce free of harassment and unlawful discrimination and must not engage in any discrimination based on race, national or ethnic origin, religion, age, sex, gender identity, sexual orientation, marital status, family status, medical test results, disability or conviction for which a pardon has been granted or in respect of which a record suspension has been ordered.
7. **Freedom of Association and Collective Bargaining.** Vendor must respect the rights of workers to freely join labor unions, seek representation and join workers' councils, and to bargain collectively in accordance with local laws. Vendor is expected to enable workers and their representatives to openly communicate and share ideas and concerns with Vendor's management regarding working conditions and management practices without fear of retaliation, discrimination, intimidation, or harassment.
8. **Health & Safety.** Vendor recognizes that in addition to minimizing the incidence of work-related injuries and illnesses, a safe and healthy working environment enhances the quality, security, and reliability of components and services provided to Verkada. Vendor also recognizes that ongoing worker input and education are essential to maintaining high operational standards and proactively mitigating safety risks. The health and safety standards are as follows:

9. **Occupational Health and Safety.** Vendor must comply with all applicable health and safety laws and regulations, including obtaining any required permits, approvals, authorizations, and certifications for their premises and facilities. Vendor should control exposure to potential health and safety hazards through proper design, engineering and administrative controls, preventative maintenance, and safe work procedures. Where hazards cannot be adequately controlled by these means, persons present at or near the worksite are to be provided with appropriate, well-maintained, personal protective equipment.
10. **Emergency Preparedness.** Vendor must implement emergency plans and response procedures, including emergency reporting, employee notification and evacuation procedures, worker training, and drills where appropriate. Vendor must have procedures and systems to prevent, manage, track and report occupational injuries and illnesses.
11. **Health and Safety Communication.** Vendor must provide health and safety training and information in a language the worker can understand. This must cover all workplace hazards, including mechanical, electrical, chemical, fire, and physical risks.
12. **Intellectual Property & Data Protection.**
- a. **IP Rights.** Vendor shall comply with all applicable intellectual property rights and laws. Vendor shall only use information technology and software that it has acquired or licenses legitimately and shall use them only in accordance with the terms of such licenses. Vendor must respect intellectual property (“IP”) rights and manage technology and know-how in a manner that protects intellectual property rights. All Verkada-provided technical specifications, tooling, documentation, and design files remain the exclusive property of Verkada. Vendor must use best efforts to restrict access to this information solely to personnel with a need-to-know basis

for the performance of the services, and maintain it in secure, access-controlled environments. Vendor must implement appropriate technical and administrative controls to prevent the unauthorized use, disclosure, or misappropriation of Verkada's IP, including at sub-tier supplier and manufacturing partner levels.

- b. **Confidentiality.** Vendor is expected to protect personal information in compliance with all applicable laws and regulations. Vendor may use, access, and disclose personal information provided by or on behalf of Verkada only as permitted by the governing agreement and in compliance with all applicable laws and regulations. Vendor must protect Verkada's confidential information and its customers' confidential information, including all Verkada customer data, in accordance with the applicable non-disclosure agreement or contractual non-disclosure obligation, or otherwise using its best efforts. Vendor must design and maintain effective physical, technical, and administrative safeguards for protecting this information.
- c. **ISO/IEC 27001.** If applicable, Vendor must maintain and provide evidence of compliance with ISO/IEC 27001 information security standards. All Verkada confidential data, particularly personally identifiable information and sensitive technical information, must be encrypted both in transit (using protocols like TLS 1.2 or higher) and at rest, unless otherwise agreed upon in writing by Verkada. Vendor must notify Verkada immediately, but in no case later than 24 hours after confirming a security incident, breach, or unauthorized access to Verkada or customer data. The notification must include all pertinent details regarding the nature of the incident, the data affected, and steps taken for containment and remediation.

13. **Environment.** Vendor must comply with all applicable environmental laws and regulations in connection with its business activities, including obtaining any required permits and complying with any reporting requirements. Vendor is expected to understand the environmental risks and impacts of its business operations and minimize its environmental footprint wherever practicable and feasible, including through the implementation of programs and processes to limit energy and fuel usage, greenhouse gas (“**GHG**”) emissions, and use of non-renewable raw materials where appropriate. Vendor must identify, manage, and responsibly dispose of waste and pollution in its operations, and utilize recycling programs for materials where practicable.
14. **Responsible AI Use.** If Vendor uses artificial intelligence or machine learning (collectively, “**AI**”) in connection with providing Verkada goods or services, Vendor shall: (i) not use Verkada's Confidential Information (or that of Verkada's customers) to train any AI tool or system (or allow Subcontractors to do so), without Verkada's prior written consent; (ii) not deploy AI in connection with providing Verkada goods or services that generates outputs that unlawfully discriminate; (iii) ensure that Vendor complies with applicable law in connection with its use of AI to provide Verkada goods or services; and (iv) on Verkada's written request, disclose whether and how AI is used in connection with goods or services Vendor provides to Verkada.

IV. SUPPLY CHAIN VENDORS

1. **Battery & Raw Material Vendors.** If Vendor supplies Verkada with any battery-related material as part of Verkada's product supply chain, then the following Sections shall apply:
- a. **Battery-Related Materials.** Vendor must ensure that the following battery-related raw materials and components as

laid down in Annex X of the Regulation (EU) 2023/1542 (the “**Battery Regulation**”), supplied to Verkada are sourced responsibly, with full respect to human rights, environmental sustainability, and ethical business practices: cobalt, natural graphite, lithium, nickel and any chemical compounds based on these materials, that are essential for the manufacturing of the battery active materials. This includes:

- i. Implementing and maintaining a due diligence process consistent with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.
- ii. Ensuring that the extraction and processing of raw materials used in batteries (including cobalt, natural graphite, lithium, nickel and chemical compounds based on these raw materials which are necessary for the manufacturing of the active materials of batteries according to Annex X No.1 of the Battery Regulation are free from child labor, Forced Labor, and other forms of exploitation.
- iii. Requiring upstream suppliers to provide traceability documentation and certification of ethical sourcing practices, particularly for high-risk minerals.
- iv. Avoiding procurement from entities linked to environmental destruction, corruption, or human rights violations.

v. Supporting circular economy principles by prioritizing the use of recycled or secondary materials where feasible, and by designing products to facilitate disassembly, reuse, and end-of-life recycling.

vi. Cooperating with Verkada in audits or assessments related to battery material sourcing and providing relevant documentation upon request.

b. **Due Diligence.** Verkada is particularly guided by internationally recognized standards and principles for fulfilling due diligence obligations. In accordance with Annex X 3. of the Battery Regulation, Vendor must ensure that its operations and those of its upstream supply chain partners respect and support the following international frameworks and conventions:

i. the Ten Principles of the United Nations Global Compact;

ii. the Convention on Biological Diversity, in particular Decision COP VIII/28 – Voluntary guidelines on Biodiversity-Inclusive impact assessment;

iii. the UN Paris Agreement;

iv. the eight fundamental ILO Conventions as defined under the ILO Declaration on Fundamental Principles and Rights at Work;

v. any other international environmental conventions that are binding upon the Union or

its Member States;

vi. the UNEP Guidelines for Social Life Cycle Assessment of Products;

vii. the ILO Declaration on Fundamental Principles and Rights at Work; and

viii. the International Bill of Human Rights, including the International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights.

c. **Obligations.** Vendor must ensure that the following obligations are effectively communicated and passed on throughout its own supply chain:

i. Identify and disclose, for each battery, the raw materials listed in Annex X of the Battery Regulation, including their trade names and types;

ii. Allow on-site audits by Verkada or a designated third party;

iii. Disclose the sources of the raw materials used and all market transactions from the source to Verkada;

iv. Provide information on risks related to battery materials as covered by the Battery Regulation; and

v. Terminate business relationships with upstream suppliers upon request by Verkada, where

serious risks arise and are not mitigated to Verkada's satisfaction.

- d. **Adverse Impacts.** Vendor is expected to proactively engage with its supply chain to identify, prevent, and mitigate adverse impacts related to battery material sourcing and to immediately report any concerns or breaches to Verkada at SupplierConduct@verkada.com.

2. **Supply Chain Vendors.** If Vendor is involved in Verkada's product supply chain, then Vendor must also comply with the following Sections:

- a. **ISO 14064 & 11469/1043.** If applicable to the Vendor, Vendor must also (a) report annual GHG emissions per ISO-14064, setting quantifiable reduction goals aligned with the Science Based Targets initiative, and provide Verkada with a prorated GHG statement based on Verkada's product volume; and (b) design products for repair, reuse, and recycling, ensuring plastic parts (>100g) are marked per ISO 11469/1043. Vendor must provide quarterly e-waste treatment reports, detailing recycled, incinerated, landfilled, and reused materials. Non-compliance or failure to meet sustainability goals must be reported to SupplierConduct@verkada.com.
- b. **Business Continuity.** Vendor shall develop, maintain, and test a formal Business Continuity Plan ("**BCP**") and Disaster Recovery Plan ("**DRP**") to ensure the continuity of its provision of the services and deliverables in the event of a material disruption. Vendor shall review and test its BCP and DRP no less than annually. Upon Verkada's reasonable request, Vendor shall provide a summary of the plan and the results of the most recent test. In the event of a force majeure event or other material disruption, the Vendor shall promptly activate

its BCP and use all commercially reasonable efforts to mitigate the impact on the delivery schedule.

c. **Security.** Vendor must implement a counterfeit electronic part detection and avoidance system, including training, inspection, and traceability processes to ensure components are authentic and sourced from authorized manufacturers. A counterfeit electronic part detection and avoidance system shall include risk-based policies and procedures that address, at a minimum, the following areas:

- i. The training of personnel.
- ii. The inspection and testing of electronic parts, including criteria for acceptance and rejection.
- iii. Processes to abolish counterfeit parts proliferation.
- iv. Ability to provide component traceability of electronic parts contained in assemblies by date code lot code and serial number.
- v. Control of materials from the authorized manufacturers (AVL control).
- vi. Reporting and quarantining of counterfeit electronic parts and suspect counterfeit electronic parts. Verkada is to be notified immediately when counterfeit parts are identified.
- vii. Methodologies to identify suspect counterfeit parts and to rapidly determine if a suspect counterfeit part is, in fact, counterfeit.

- viii. Design, operation, and maintenance of systems to detect and avoid counterfeit electronic parts and suspect counterfeit electronic parts.
- ix. Flow down of counterfeit detection and avoidance requirements to sub-tier suppliers.
- x. Process for keeping continually informed of current counterfeiting information and trends, including detection and avoidance techniques contained in appropriate industry standards, and using such information and techniques for continuously upgrading internal processes.
- xi. Control of obsolete electronic parts in order to maximize the availability and use of authentic, originally designed, and qualified electronic parts throughout the product's life cycle.
- xii. Vendor must submit an annual security questionnaire to Verkada and immediately notify Verkada at SupplierConduct@verkada.com if counterfeit or unauthorized materials are identified. Failure to comply may result in termination.