

**MATTERPORT, INC.**  
**SUPPLIER CODE OF CONDUCT**

**Adopted February 10, 2022**

Matterport, Inc. (collectively with its subsidiaries, “**Matterport**”) is committed to conducting its business in an ethical, legal, and socially responsible manner. Matterport’s mission is to digitally transform the built world. In the process, we want to become an employer and partner of choice that acts with integrity in all our business dealings, and expect our Suppliers (defined below) to do the same. This Matterport Supplier Code of Conduct (“**Code**”) outlines Matterport’s expectations and provides guidance for meeting shared business goals while transacting with transparency, honesty, trust, and social responsibility.

**I. Applicability**

The Code applies to Matterport suppliers and contractors and their employees, agents and subcontractors throughout the world (“**Suppliers**”). Subject to a Supplier’s contractual agreement with Matterport, failure to comply with this Code may be grounds for Matterport to terminate its relationship with Supplier. It is Supplier’s responsibility to ensure its subcontractors’ compliance with the standards and requirements set forth in this Code. This Code is not intended to be an exhaustive list of all requirements to be followed by the Supplier, but rather a high-level overview of such requirements.

**II. Compliance with Law**

Each Supplier must maintain awareness of and comply with applicable laws and regulations in all jurisdictions where Supplier conducts business, including but not limited to:

- trade controls, as well as all applicable export, re-export, and import laws and regulations;
- antitrust and fair competition laws;
- all laws and regulations on bribery, corruption, money laundering, terrorist financing, and prohibited business practices, including but not limited to (i) the Foreign Corrupt Practices Act (FCPA), the United Kingdom Bribery Act (UK Bribery Act), and other applicable anti-corruption laws, (ii) laws governing lobbying, gifts, and payments to public officials, and (iii) political campaign contribution laws; and
- privacy and information security laws and regulatory requirements.

If a law and this Code address the same issue, the more stringent requirement shall apply to Supplier. However, if any requirement of this Code conflicts with local law, the local law takes precedence. Should this occur, Suppliers are required to promptly inform Matterport of the conflict.

Matterport will comply with valid governmental investigations and requests for information while protecting legal rights of Matterport employees. All communications and documents connected with a government inquiry (related to Matterport), including a notice of investigation, lawsuit, subpoena or request for production of documents, must be forwarded to Matterport legal immediately.

### III. Transparency and Ethical Business Practices

#### A. Antitrust, Competition Laws and Fair Dealing

Matterport is committed to fair business practices, and requires Suppliers to comply with all antitrust and fair competition laws that apply to their operations, particularly as they relate to Matterport. This includes any practice that fixes or controls prices, divides or allocates markets, limits the production or sale of products, boycotts certain suppliers or customers, eliminates competition, or otherwise unreasonably restrains trade. Suppliers shall not take unfair advantage of anyone related to Matterport's business through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair-dealing practice.

#### B. Anticorruption and Bribery Laws

In order to prevent fraud and other financial crimes (including tax evasion and its facilitation) corrupt arrangements with customers, suppliers, government officials, or other third parties are strictly prohibited. No matter where a Supplier conducts business on behalf of Matterport, applicable anti-corruption laws, including the FCPA and the UK Bribery Act, must be followed. Corruption, in any form, including bribes, kickbacks, or lavish gifts and/or entertainment, are strictly prohibited. This is true whether a Supplier works with government officials or individuals in the private sector.

Suppliers may never offer, promise, give or pay (directly or indirectly) something of value in order to obtain or retain business or improperly influence a recipient's actions, or accept such an improper payment or benefit, while working on behalf of Matterport.

We also expect Suppliers to cooperate in Matterport's due diligence procedures and other compliance requirements.

If a Supplier is authorized to engage in gift and hospitality practices related to their work with Matterport, we expect all such gifts and hospitality to be consistent with local practices and comply with local laws. Gifts and hospitality may not be used as an improper *quid pro quo*, bribe, or to otherwise improperly influence, induce, or reward business decisions.

If a Supplier believes corrupt practices are occurring within Matterport's supply chain, the Supplier must report such concerns to Matterport immediately.

#### C. Conflicts of Interest

Matterport is committed to conducting business with transparency. As part of that commitment, Matterport requires its Suppliers to avoid situations or relationships that involve an inappropriate conflict, or the appearance of a conflict, with the interests of Matterport. Suppliers are expected to disclose all actual and potential conflicts of interest to Matterport, using the tools described in the "Reporting Concerns" section below, where circumstances arise that could cast doubt on Supplier's ability to conduct business with Matterport with complete objectivity. Sound judgement should be utilized on any gifts or business courtesies that are provided to employees as these can undermine the integrity of relationships. No gifts, entertainment or recreation for personal use should be solicited.

#### D. Insider Trading

Suppliers are prohibited from trading in the stock or other securities of Matterport while in possession of material non-public information about Matterport. In addition, Suppliers are prohibited from recommending, “tipping” or suggesting that anyone else buy or sell our common stock or other securities on the basis of material non-public information. Suppliers who obtain material non-public information about another company in the course of their duties are prohibited from trading in the stock or securities of the other company while in possession of such information or “tipping” others to trade on the basis of such information. Information is *material* if a reasonable investor would consider it important in deciding whether to buy, sell, or hold a company’s securities.

Any concerns regarding trading on inside information should be raised to Matterport via the reporting mechanisms outlined in the “Reporting Concerns” section below.

E. Business Record Keeping

Matterport Suppliers must procure goods and services for Matterport in a responsible and ethical manner. Suppliers shall be transparent, accurate and ethical in reporting their operations, policies, procedures, and records. All Supplier records related to Matterport must be complete, accurate and reliable in all material respects. Records include financial records, personnel records, records relating to Matterport and all other records maintained in the ordinary course of business. Suppliers may not make false or misleading statements to Matterport, verbally or in writing.

F. Publicity

Supplier shall not make public communications on Matterport’s behalf, or publish marketing materials, press releases, or media interviews that include reference to Matterport or the work Supplier is doing with Matterport, without Matterport’s prior written consent including on social media or various communication channels.

#### IV. **Social Responsibility**

A. Respect for Human Rights

Matterport expects its Suppliers to share its commitment to human rights and dignity. While working on Matterport’s behalf, Suppliers must, without limitation:

- observe and comply with international principles relating to human rights, including but not limited to the Trafficking Victims Protection Act and the UK Modern Slavery Act of 2015;
- treat all individuals with respect and dignity;
- respect and safeguard individual privacy rights;
- prohibit violent behavior, harassment and discrimination;
- ensure voluntary employment and prohibit use of forced or involuntary labor of any type, including support for any form of human trafficking of involuntary labor through threat, force, fraudulent claims, or other coercive means; and
- not require workers to lodge “deposits” or their identity papers (government-issued identification, passports, or work permits) with their employer and make sure all workers are free to resign their employment in accordance with local and national laws or regulations without penalty.

Suppliers shall not employ any person under the age of 15 or under the age for completion of compulsory education, whichever is higher. All local child labor laws concerning work hours, wages, minimum education, internship, and apprenticeship, and working conditions shall be followed. Suppliers shall maintain “proof of age” documents.

B. Non-Discrimination

Supplier should promote equal employment and business opportunities irrespective of race, religion, age, national origin, skin color, sex, sexual orientation, gender, gender identity, disability, pregnancy, marital status, political affiliation, and military status.

C. Labor and Wages

Suppliers should:

- furnish fair compensation and comply with all applicable wage laws, including, but not limited to, those relating to minimum wages, overtime hours, maximum work hours and all applicable regulations;
- observe and comply with local law requirements governing maximum work hours; and
- respect employees’ right to freely associate and bargain collectively in accordance with all applicable laws and regulations.

D. Health and Safety

Matterport expects Suppliers to provide workers with a safe, secure and healthy environment in compliance with all applicable laws and regulations, and implement reasonable and effective occupational health and safety measures.

E. Protecting the Environment

Matterport recognizes its social responsibility to protect the environment. Suppliers are expected to conduct operations in ways that are environmentally responsible and in compliance with all applicable environmental laws, regulations and standards. Suppliers shall work to prevent detrimental impacts to the environment and surrounding communities caused by raw materials extraction. Matterport expects suppliers to support Matterport’s traceability efforts by preventing the sourcing of all raw minerals and materials known to contribute to conflict and/or environmental degradation.

**V. Protection of Assets, Intellectual Property and Confidential Information**

Supplier must protect Matterport assets, confidential information and intellectual property. The following are examples of information that Supplier must not disclose without Matterport’s express authorization, unless required by applicable law:

- the terms and conditions of your agreement(s) with Matterport;
- Matterport business and marketing plans, and other internal Matterport matters such as pricing, costs, terms of sale, customer lists and other competitively sensitive information; and

- Matterport intellectual property (including patents, copyrights, trademarks and trade secrets) and Matterport technical information.

Matterport's confidential information should only be shared with those individuals that need to know the information to fulfill the purpose for which Matterport engaged Supplier; those individuals may only use such confidential information for the purpose for which it was disclosed by Matterport and as otherwise permitted by applicable laws.

Suppliers must also respect and protect the valid and legitimate intellectual property rights of Matterport and each customer including, without limitation, patent, trademark, copyright, and trade secret rights, and use those rights only in accordance with valid licenses, terms of use, or other relevant contractual provisions. Unless prohibited by applicable law, Supplier must promptly notify Matterport of any known unauthorized use of Matterport trade secrets, brands, trademarks, logos, or confidential information by any third party.

## **VI. Data Privacy and Data Protection**

Suppliers are expected to understand and comply with all applicable laws and regulations related to data privacy and information security. They must manage the retention, maintenance, access, and disclosure of Matterport confidential information or personal data in accordance with applicable law and regulation, including: (1) sharing such information strictly on a need to know basis, (2) using such information for the purpose for which it was disclosed and otherwise as permitted by applicable laws, (3) employing reasonable safeguards designed to ensure protection and confidentiality of such information; and (4) properly disposing of information when the applicable retention period is met.

All other questions regarding this Code or Matterport's legal compliance policies can be addressed to [legal@matterport.com](mailto:legal@matterport.com).

If Supplier learns of an actual or potential data security breach involving Matterport information, Supplier must, unless prohibited by applicable law, promptly notify Matterport.

## **VII. Trade Controls and Anti-Money Laundering**

When dealing with Matterport, we expect Suppliers to comply with all applicable export control laws, economic and trade sanctions laws, antiboycott laws, anti-money laundering laws, and any related licensing requirements. No Supplier will source Matterport with inventory, materials or services, directly or indirectly, from any country, person or entity that appears on the Specially Designated Nationals and Blocked Persons List, as maintained by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury or is otherwise subject to OFAC sanctions or other applicable trade or economic sanctions. Suppliers are prohibited from dealings with comprehensively U.S. sanctioned markets in any way related to Matterport.

## **VIII. Supplier Auditing**

Matterport may visit, and/or have external monitors visit Suppliers' facilities with or without notice, to assess compliance with this Code and to evaluate Suppliers' documentation, records, procedures, environmental practices, and worker practices. This audit standard should be communicated to all Supplier factories and facilities.

In the event of any reported or substantiated violation of any of the terms or obligations outlined in this Code, Supplier further agrees to undergo, at its own cost, an audit by a third-party identified by Matterport in its sole discretion, to determine any and all areas of non-compliance. Supplier shall work with the third-party auditor and Matterport in good faith to resolve any identified deficiencies and violations in a timely and effective manner.

## **IX. Reporting Concerns or Questionable Behavior**

Matterport relies on Suppliers to uphold our values and ethical standards globally, and have created resources to help Suppliers meet that standard. If you wish to report questionable behavior or a possible violation of this Code—whether by a Matterport employee or Supplier employee—you are encouraged to work with your primary Matterport contact to resolve your concern. If such reporting is not feasible or appropriate, please contact Matterport through the following means:

- Email: [legal@matterport.com](mailto:legal@matterport.com)
- Or;
- Mail: Send a letter to:  
Matterport, Inc.,  
352 E. Java Drive  
Sunnyvale, Ca 94089  
Attention: General Counsel

If you learn of a possible violation of law, regulation, or the Code through your own internal ethics reporting structure that may affect or impact Matterport, please also report it through the above channels.

Matterport encourages Suppliers to make such reports with as much information as possible, including identity, so that the matter can be investigated thoroughly. If Suppliers are not comfortable doing so, however, Suppliers may choose to report anonymously where permitted by local law. Once Matterport has received a report, we will promptly follow internal policy to take appropriate action to investigate the report and respond accordingly.

Matterport expects all Suppliers to reasonably cooperate with any investigation, and will make every effort to protect confidentiality and, where permitted by local law, anonymity. Matterport also expects that all Suppliers will not retaliate against any person for such person's good faith report—either internally or to Matterport—that a possible violation of law, regulation or this Code has occurred.