

## **Evolv Technology Partner Code of Conduct**

### **Expectations for Evolv's Partners**

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#### **Introduction**

Evolv Technologies Holdings, Inc. ("Evolv") is committed to the highest standards of integrity and social responsibility and expects our Partners to have, or to make, a similar commitment. The Evolv Partner Code of Conduct ("Code") describes Evolv's expectations of how its Partners maintain these high standards in their business operations. Evolv expects Partners to act in accordance with the Code and comply with applicable laws and regulations. In instances where expectations outlined in the Code differ from local laws, Partners must follow these expectations within the bounds of applicable local laws.

"Partner" means any party referring or selling Evolv products, including distributors, OEMs, resellers, agents, and any other party to an Evolv partner or channel agreement. "Representatives" means a Partner's employees, temporary employees, agents, independent contractors, subcontractors, and other representatives. All Evolv Partners are required to read and comply with these standards and to ensure that the requirements are communicated, understood, and followed by their Representatives. These standards are intended to supplement the requirements and terms outlined in your Partner General Terms and Conditions and applicable Schedules.

## **ETHICS AND INTEGRITY**

Evolv is committed to the highest ethical standards and compliance with all applicable laws, rules, and regulations.

#### **Bribery and Corruption**

Partners must fully comply with requirements of all applicable bribery and anti-corruption laws (e.g., U.S. Foreign Corrupt Practices Act, UK Bribery Act, SAPIN II). Partners must have a zero-tolerance policy against all forms of bribery, corruption, extortion, and embezzlement. All business dealings must be transparently performed and accurately reflected in the Partners' business books and records. Information regarding Partner's labor, health and safety, environmental practices, business activities, structure, financial situation, and performance must be disclosed in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable.

#### **Dealing with Government Entities**

Certain activities that may be customary and appropriate when dealing with commercial or non-government entities may be improper or even illegal when dealing with government, government-owned, or government-controlled customers at all levels, including federal, state, and local jurisdictions around the world. Partners must become familiar with and comply with all laws and regulations relating to sales to government entities. Partners must not directly or indirectly lobby on behalf of Evolv without written authorization from Evolv. This prohibition includes attempts to influence legislation, regulations, appropriations, rulemaking, executive orders, ratemaking, or other government policies or programs. In addition, Partners are responsible for understanding and complying with all laws, rules, and regulations that apply to government contracting and interactions with government officials and employees, including regulations governing procurement lobbying and attempts to influence the negotiation, award, or administration of government contracts, grants, and other such procurements, as well as matters such as loans, permits, and licenses.

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#### **Fair Business and Competition**

Evolv expects Partners to win business through fair and honest competition. Partners must not propose or enter into any agreement (whether formal or informal) with any competitor that harms or reduces competition. For example, agreements to fix or control prices for Evolv products or services, boycott suppliers or customers, divide or allocate customers or markets, or coordinate on the bidding process are strictly prohibited. Partners must not attempt or even discuss such activities with Evolv employees, other Evolv business partners, or representatives of other companies.

In addition, Partners must not share competitively sensitive information such as price, profit or profit margin, exchange rates, costs, credit terms, or quotes for a specific customer's business with any of their competitors. Partners must compete fairly in their dealings with customers. Partners must comply with all applicable laws governing exclusionary contracts and discounts, below cost pricing and predatory practices, and false advertisement and business disparagement. Partners must not make any false representations to anyone or engage in other misleading or deceptive conduct in relation to any Evolv product, service, or transaction.

Partners must comply with all applicable antitrust and competition laws and regulations, including all national, state, and/or local laws in the U.S. and internationally, and all competition law program rules published by Evolv. For avoidance of doubt, Evolv does not set or control the pricing between any Partner and end-purchaser of Evolv's products or services.

#### **Accurate Marketing Claims**

If a Partner is engaged in any advertising, marketing, or promotional activities that reference or implicate Evolv, its name, logo, or services in any manner, the advertising, marketing, or promotional materials must comply with all laws, rules, and regulations, and must be truthful and accurate. Partners understand that advertising, marketing, or promotional materials may not be false, misleading, or have a tendency to deceive, and all claims in advertising, marketing, or promotional materials must be substantiated by adequate supporting documentation. All Partners' advertising must clearly disclose the material terms and limitations of advertised offers. Partners may not misrepresent products, services, and prices, or make unfair, misleading, inaccurate, or false claims about, or comparisons with, competitor offerings. Partners must use only approved and current marketing materials, messaging, and claims provided by Evolv, and must include any required disclaimer clearly and conspicuously with the related claim. Partners shall comply with all policies and guidance provided by Evolv related to marketing Evolv products, and complete training related to marketing Evolv products if required by Evolv. Partners shall respond promptly to requests by Evolv to remove or modify marketing claims or messaging about Evolv products.

#### **Business Courtesies**

Partners must not offer or accept any business courtesy to obtain improper advantages or influence for the Partner, Evolv (such as Evolv's employees and their family members and associates), or any other Partner. Business Courtesies include any benefit, fees, commissions, dividends, cash, gratuity, services, meals, gifts, entertainment, travel, or inducements. Special care must be taken to avoid the provision of Business Courtesies to government employees on Evolv's behalf or in relation to Evolv business.

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#### **Conflicts of Interest**

The selection of Evolv Partners is based on the quality of their services and their business integrity. Evolv holds its employees to high ethical standards and requires them to avoid engaging in any activity that involves even the appearance of impropriety or conflict of interest. Partners must not ask or encourage Evolv employees to violate the Evolv Code of Business Conduct and Ethics. Partners must avoid situations, activities, and relationships that may result in an inappropriate conflict or the appearance of a conflict with Evolv's interests. Partners must notify Evolv at [compliance@evolvtechnology.com](mailto:compliance@evolvtechnology.com) if there is an actual or potential conflict of interest with Evolv or any of its employees. While it is not possible to list every conceivable conflict of interest, a Partner must disclose to Evolv if the Partner (or someone employed by the Partner) is employed by or has a significant financial interest in Evolv, or if the Partner (or someone employed by the Partner) has a family member who is employed by or has a significant financial interest in Evolv. A significant financial interest exists where there is ownership of:

- more than 1% of the outstanding securities or capital value of a corporation or other entity that
- is publicly traded; or
- more than 5% of the outstanding securities or capital value of a corporation or other entity that
- is not publicly traded; or
- an investment that is so large either in absolute monetary value or percentage of the individual's total investment portfolio that it could create the appearance of a conflict of interest.

#### **Financial Integrity and Accounting**

Partners must maintain accurate and complete books and records related to their agreements with Evolv, all transactions related to sales of Evolv products and services, and all transactions or other expenditures with respect to any Evolv-related business. Partners are expressly prohibited from engaging in false and/or misleading accounting practices, side-deals or other dishonest practices. Evolv employees and Partners must not engage in the creation or preparation of any misleading or inaccurate transactional documentation or the falsification of any type of transactional documentation relevant to Evolv-related business. Partners should refuse any request by any Evolv employee to create misleading, inaccurate or false documentation, including to "park funds" or misrepresent the intended use for funds. Any requests by a Evolv employee to engage in unethical conduct should be reported to Evolv through one of the methods specified in this Code.

#### **Export Controls**

Partners must comply with all U.S. and local export, re-export, and economic sanctions laws and regulations, restrictions reflected in relevant Evolv licenses, agreements, or program materials, and any other trade compliance restrictions applicable to Evolv-provided products and services. Partners must not—directly or indirectly—export, re-export, or transfer Evolv products, or make Evolv products or services available, to restricted destinations, to restricted end users, or for restricted end uses without first obtaining all approvals or licenses required under U.S. or other applicable laws and regulations. In addition, Partners must not provide or facilitate the submission of misleading or inaccurate information concerning end destinations, end users, and potential end uses of Evolv products, and they must promptly notify Evolv if they learn a product or service has been made available to someone who is ineligible to receive it under applicable law. Partners are responsible for understanding how the export control laws and regulations apply and for monitoring changes to them.

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#### **Insider Trading**

Partners must comply with all applicable U.S. local, and international insider trading and securities laws governing transactions in the securities of Evolv. Partners may sometimes receive material, non-public information about Evolv and Evolv customers, vendors, suppliers, distributors, or other companies engaged in business or contemplating a transaction with Evolv. Partners must not use such information for the personal benefit of the Evolv partner, its employees, or any other person. Non-public information is also subject to the restrictions discussed in the section of this Partner Code titled "Data Protection and Security."

#### **Anti-Money Laundering Laws**

Further, Partners must become familiar with and comply with all relevant laws and regulations in the United States and in applicable local foreign jurisdictions, including United States anti-money laundering laws, import and export laws and regulations, and laws and regulations involving customs and taxation.

#### **Intellectual Property**

Partners must respect Evolv's intellectual property rights and the intellectual property rights of others. Partners must comply with all applicable agreements and U.S., local, and all other applicable laws relating to Evolv's intellectual property rights. Partners may not misuse any Evolv trademarks or copyrighted materials or improperly disclose Evolv's confidential information or trade secrets. Partners also are prohibited from infringing on the intellectual property rights of third parties in any manner related to their Evolv partner status. Partners must notify Evolv of any unauthorized use of Evolv's copyrights, trademarks, trade secrets, proprietary, or confidential information by itself or a third party.

#### **Reporting Concerns and Protection from Retaliation**

Evolv expects Partners to have a process for reporting concerns related to potentially unethical conduct or violation of Partner policies or the law. The policy and process should be easily accessible and protect individuals from retaliation. Processes must ensure the confidentiality, anonymity, and protection of reporters, unless prohibited by law. Methods for reporting concerns are provided in the "Partner Compliance" section of this Code.

## **DATA PRIVACY AND SECURITY**

Evolv requires its Partners to protect the privacy of individuals and the security of confidential assets and information.

#### **Confidential Information**

Partners must protect Evolv's and its customers' confidential assets and information. Partners must design and maintain processes to provide appropriate protections for this information.

#### **Personal Information and Privacy**

Evolv requires Partners to protect personal information in compliance with all applicable local laws and any data processing agreement ("DPA") with Evolv, as applicable. Personal information provided by or on behalf of Evolv should only be used, accessed, and disclosed as permitted by the Partner General Terms and Conditions, applicable Schedules, applicable DPA, and Partner Program Guide.

## **EMPLOYMENT AND WORKING CONDITIONS**

Evolv adheres to the same principles set forth in the United Nations Global Compact and expects its Partners to do the same.

### **Non-discrimination and Workplace Diversity**

Partners must comply with all applicable laws relating to discrimination in hiring, employment practices, and harassment and retaliation. Evolv expects Partners to operate workplaces free of discrimination, harassment, victimization, and any other abuse on any grounds including, but not limited to, age, disability, ethnic or social origin, gender, nationality, race, sexual orientation, religious beliefs, veteran status, or any other category protected by applicable law.

### **Modern Slavery / Human Trafficking**

Evolv does not tolerate slavery, forced labor, or human trafficking in any form. Evolv requires Partners to fully comply with the applicable legal requirements of slavery, forced labor and human trafficking laws (e.g., U.S. Trafficking Victims Protection Act of 2000, UK Modern Slavery Act 2015), and expects Partners to enact practices to ensure compliance with such laws. Forced labor in any form, including but not limited to, bonded (including debt bondage) or indentured labor, involuntary or exploitative prison labor, slavery or trafficking of persons is not permitted. This includes transporting, harboring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. There may be no unreasonable restrictions on workers' freedom of movement in the facility or unreasonable restrictions on entering or exiting company- provided facilities including, if applicable, workers' dormitories or living quarters. As part of the hiring process, all workers must be provided with a written employment agreement or offer letter in their native language, or in a language the worker can understand, that contains a description of terms and conditions of employment. All work must be voluntary, and workers must be free to leave work at any time or terminate their employment without penalty if reasonable notice is given. Partners, agents, and sub-agents may not hold or otherwise destroy, conceal, or confiscate identity or immigration documents, such as government-issued identification, passports, or work permits. Notwithstanding the foregoing, employers may only hold documentation if necessary to comply with the local law, and in that case, at no time shall workers be denied access to their documents. Workers shall not be required to pay employers' agents or sub-agents recruitment fees or other related fees for their employment.

### **Child Labor**

Evolv does not tolerate child labor in any form. Partners must act in compliance with all laws regulating the minimum working age for each position, including any laws pertaining to the employment, apprenticeships, and internships of youths and students.

### **Human Rights**

Evolv does not tolerate human rights violations in any form. Evolv expects Partners to enact practices to maintain a respectful and safe workplace. Evolv expects Partners to prohibit and immediately address physical violence, threats, corporal punishment, mental coercion, verbal abuse, disrespectful behavior, bullying or harassment of any kind.

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#### **Health and Safety**

Partners must comply with all applicable health and safety laws and regulations. Evolv expects Partners to adopt practices to minimize health and safety risks, support accident prevention, and ensure a safe workspace for all workers.

#### **Employment Laws**

Partners must comply with all applicable local wage and labor laws. Evolv expects Partners to provide employees with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work. Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. All workers must receive equal pay for equal work and qualifications. All use of temporary, dispatch, and outsourced labor shall be within the limits of the local law.

## **ENVIRONMENTAL IMPACT AND SUSTAINABILITY**

Evolv is committed to reducing the impact of its operations on the natural environment and working with its Partners to do the same.

#### **Environmental Impact and Sustainability**

Partners must comply with all applicable environmental laws and regulations. Evolv expects Partners to strive to address Partners' environmental risk and impact by building programs to measure, manage, and address energy usage and greenhouse gas (GHG) emissions and, where applicable, measure, manage and reduce water and waste in its operations.

## **PARTNER COMPLIANCE**

Evolv expects partners to comply with this code, promptly report violations, and cooperate with requests for verification or improvement efforts.

#### **Managing Compliance Obligations**

Partners are encouraged to adopt processes to help identify, monitor, and understand applicable laws, regulations, customer requirements, and the expectations outlined in this Code. We recommend designating responsible personnel and developing systems that support and promote compliance."

#### **Reporting Concerns or Misconduct to Evolv**

Partners are required to promptly report to Evolv actual or suspected legal violations or violations of the Code or other Evolv policy. Partners must promptly forward to Evolv, if permitted by law, any subpoenas, regulatory requests, media inquiries, or other Partner requests concerning Evolv. To report an actual or suspected violation or other information, please email [compliance@evolvtechnology.com](mailto:compliance@evolvtechnology.com) or via the Ethics Helpline at <https://evolv.ethicspoint.com>. Evolv will keep the reported information confidential to the extent possible and allowable under law, provided it does not hinder any investigation.

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**Verification of Compliance with the Code**

Evolv reserves the right to ensure and enforce Partners’ compliance with the Code. Evolv may evaluate Partners’ compliance with the Code during the selection process, or upon Evolv’s request. Partners may be asked to re-affirm compliance with the Code periodically. Upon request, Partner will provide written information on its policies and practices related to compliance with the Code. Evolv is committed to working with Partners to improve performance on topics addressed by this Code and expects Partners to agree to work together with Evolv to jointly address applicable and relevant topics.

**Violations and Termination**

Partner shall ensure that its subcontractors or lower-tier resellers, if any, comply with the Code, and acknowledge that it is responsible for violations. In the event of non-compliance with, or violation of, the Code, Evolv may give the Partner a reasonable opportunity to respond with proposed corrective actions, unless the violation is severe or incurable, or there is a violation of law. Evolv may suspend or terminate its relationship with the Partner and/or disclose the matter to the appropriate authorities if there is a violation of law.

**Changes to the Code**

The Code is not meant to, and does not, supersede any applicable law, or any term in an agreement between Evolv and a Partner. To the extent there is any conflict between this Code and any applicable law or provision of any agreement, the applicable law or agreement controls. Evolv reserves the right to update or change the Code requirements.

**Revision History**

Date	Key Changes	Version Control #
May 9, 2025	Initial publication	