



Code of Business Conduct and Ethics

(Effective as of September 18, 2023)

A. Purpose

At Instacart, one of our core values is to “Grow the Pie” for each of our key constituents: retailers, customers, brands, and shoppers. We believe the success of our business relies on the success of each of these groups - when they win, we win.

In pursuing success for ourselves and our constituents, we strive to achieve the highest business and personal ethical standards as well as compliance with the laws and regulations that apply to our business. This Code of Business Conduct and Ethics (this “**Code**”) of Maplebear Inc. (dba Instacart) (the “**Company**,” “**Instacart**,” “**we**,” “**us**,” or “**our**”) summarizes the business practices and regulatory requirements that guide our decision-making and business activities. The purpose of this Code is to promote:

- A culture of integrity, accountability and respect for others;
- Honest and ethical conduct, including the handling of real or seeming conflicts of interest;
- Compliance with applicable laws, rules and regulations, including full, fair, accurate, timely and understandable disclosure in reports and documents we file with or submit to the Securities and Exchange Commission and in our other public communications;
- Fair and accurate financial reporting;
- Protection of Instacart’s legitimate business interests, assets and confidential information; and
- Prompt internal reporting of violations of this Code without fear of retaliation.

This Code applies to all employees, officers and directors of Instacart and its subsidiaries, provided that employees of any subsidiary that has adopted its own code of business conduct and ethics must instead comply with such subsidiary’s code. Similarly, we expect our contractors, consultants, vendors, partners and suppliers to adhere to the principles in this Code.

This Code is an overview of our principles of business conduct and ethics; it is intended to set standards of conduct and is not a restatement of all of our policies and procedures. This Code cannot and is not intended to cover every applicable law or provide answers to all questions that might arise. Therefore, we expect you to exercise good judgment to follow the high ethical standards that we have committed to uphold. Asking yourself the following questions can help guide your actions:

- **Are my actions legal?**
- **Are my actions consistent with the spirit and letter of this Code?**
- **Would Instacart or I feel comfortable with my actions being publicly disclosed?**

If the answer to any of those questions is “no,” then what you plan to do is likely inappropriate. If you have any questions regarding this Code or its application to you in any situation, ask your manager or reach out to the Legal Team. Our policies will generally also include contact information that you reach out to for specific guidance. If local laws or practices conflict with this Code, you should always follow the stricter standard.

B. Compliance with Laws, Rules and Regulations

Our success depends upon each person operating within ethical and legal guidelines. We expect you to understand the legal and regulatory requirements applicable to your area of responsibility, including federal, state and foreign laws, and to use good judgment and common sense in seeking to comply with all applicable laws, rules and regulations. A few important

areas of legal compliance are discussed below. If you have questions about any laws or regulations, reach out to the Legal Team for advice.

We take violations of the law seriously since such violations may put Instacart and employees at risk. Any violation may subject you to disciplinary action, which may include termination. Those who work with us, such as contractors (including shoppers), consultants, agents, volunteers, representatives, partners and suppliers, are also expected to follow these standards. Certain violations may be referred to legal authorities for investigation and civil or criminal prosecution. If you become aware of any violations of any law, rule or regulation by Instacart, whether by its officers, employees or directors, or any third party doing business on our behalf, it is your responsibility to promptly report the matter. See “Duty to Report Violations” below for information on how to report violations.

Trade Practices and Antitrust Compliance

We support open and fair competition. When representing Instacart in the community, you are expected to compete by promoting Instacart on the merits, not by disparaging competitors. Product or service comparisons should be fair and accurate, and must not be misleading, deceptive, or unfairly exaggerated or disparaging. There are laws which strictly prohibit deceptive or unfair advertising and practices, and such practices are also inconsistent with our policies.

We are subject to laws and regulations which are designed to foster a competitive marketplace and prohibit activities that restrain trade. These laws and regulations, known as antitrust, competition, or trade practice laws and regulations, deal with agreements and practices which restrain competition, such as price fixing, market allocation, price discrimination, monopolization, exchanging competitively sensitive non-public information with competitors, and other conduct that could reduce competition. Competitive information must be gathered with care and only through lawful means. You must conduct all interactions with competitors, including social activities, as if they were going to be subject to government examination and interpretation, because they may very well be. For example, discussions of certain topics (such as prices, costs, and current or future business or strategic plans) with competitors about each other may be illegal.

Instacart is dedicated to compliance with laws governing fair competition and trade practices in all of its activities. Because of the complexity of antitrust and competition laws and the potential legal consequences of violating them, if there is any doubt about the legality of a situation, you must consult with the Legal Team.

Anti-Bribery and Anti-Corruption Laws

We are committed to maintaining the highest level of professional and ethical standards in the conduct of our business in all countries in which we operate or otherwise have business connections including the United States and other countries around the world. Our reputation for honesty, integrity and fair dealing is an invaluable part of the success of our business. To this end, it is important for you to understand and comply with all applicable anti-bribery and anti-corruption laws, including the Foreign Corrupt Practices Act (the “FCPA”), and never pay bribes or attempt to get or keep business or secure any advantage by attempting to improperly influence government officials, customers, business partners, or any other person. In addition, it is very important, and required under the FCPA, that Instacart’s books and records accurately reflect its transactions and expenses. Thus, you are prohibited from creating or submitting false or inaccurate documentation (e.g., invoices, purchase orders, expense reimbursements, etc.) in connection with our business activities. Please consult our Anti-Corruption Policy for additional guidance.

Accurate Financial and Accounting and Other Disclosures

Employees, contractors and consultants are responsible for the accurate and complete reporting of financial information within their respective areas of responsibility and for the timely notification to senior management of financial and non-financial information that may be material to the Company. We expect our employees, contractors and consultants to take this responsibility very seriously to ensure full, fair, accurate, timely and understandable disclosure in reports and documents that we file with government agencies or releases to the general public.

Anyone involved in our disclosure process must familiarize themselves with the disclosure requirements applicable to us as well as our business and financial operations, and must not knowingly misrepresent, or cause others to misrepresent,

facts about Instacart to others, whether within or outside the Company, including to our independent auditors, governmental regulators and self-regulatory organizations.

Our books, records, accounts and financial statements must be maintained in reasonable detail, and reflect the matters to which they relate accurately, fairly and completely, and must conform both to applicable legal requirements and to our system of internal controls. All Instacart assets must be carefully and properly accounted for. We strictly prohibit any undisclosed or unrecorded payments, assets, funds or accounts for any purpose. No false or misleading entries, including misclassifying transactions as to accounts, business units or accounting periods, shall be made in our books or records for any reason, and no disbursement of corporate funds or other corporate property shall be made without adequate supporting documentation and authorization in accordance with our Signature Authority Policy. Every employee, contractor and consultant has an obligation to make sure that the information we record meets these standards. If you believe any questionable accounting or auditing conduct has occurred, you must report your concerns via the channels specified in our Whistleblower Policy.

Trade Restrictions

A number of countries maintain controls on the users and destinations to which products, software, technology, or services may be exported. This includes the U.S. Government that has in place export control laws and regulations, including the Export Administration Regulation administered by the Department of Commerce, designed to ensure that transfers of products, services and technology are accomplished in a manner that is consistent with national security and foreign policy goals. Some of the strictest export controls are maintained by the United States against countries that the U.S. Government considers unfriendly, adverse to U.S. foreign policy interests, or to be supporting international terrorism. These controls include the trade and economic sanctions administered by the Office of Foreign Assets Control (“OFAC”). The U.S. regulations are complex and apply to transfers of goods, services, and technology to foreign companies and foreign persons, whether in the United States or abroad. Thus, even an oral presentation containing technical information made to foreign nationals in the United States or access by foreign nationals to certain technology may be considered an export and require a license. Our products also leverage encryption functionality, and such encryption items are often subject to certain U.S. authorizations or filings before they can be exported. The penalties for not complying with the U.S. export controls and economic sanctions laws, or the relevant laws of any other country applicable to us, may be severe for both Instacart and the individuals involved. As such, it is critical for our employees to comply with these rules. Please contact the Legal Team for additional guidance or if you have questions.

Insider Trading

You may not trade, or tip others to trade, in our securities or the securities of another company while in possession of material non-public information about that company. “Material” information is information that an average investor would find important in making a decision to buy or sell a company’s securities. “Non-public” means any information not yet shared publicly and adequately absorbed by the public. Buying or selling securities while in possession of material, non-public information, or tipping others to trade based on this information, is a violation of insider trading laws as well as this Code and our Insider Trading Policy.

Political Activity

We encourage employees to engage in the political process and support the political candidates and parties of their choice. You are free to endorse, advocate, contribute to, or otherwise support any political party, candidate, or social cause you may choose. However, you must do so using your own resources and personal time. If you make any public statements concerning political or social causes, avoid any reference to your affiliation with Instacart—it should be apparent that you are speaking for yourself and not acting on our behalf. For example, do not use Instacart letterhead, your work email or reference your title or Instacart’s corporate address.

If you wish to hold or pursue any governmental (federal, state, or local) office, affiliation, or other involvement as a member of any government agency, office, department, or other entity, you must notify Instacart’s General Counsel and Vice President of Policy & Government Affairs in writing before declaring your candidacy or otherwise assuming the position. You must also ensure that such office, affiliation or involvement will not present or create the appearance of a conflict of interest. Therefore, you must also submit any such proposed activities to the Conflicts Committee for review. This will ensure there

are no conflicts of interest or other legal issues that may impact Instacart or yourself. All questions regarding any such government service, affiliation, or employment should be directed to the Policy & Government Affairs (“PGA”) and the Legal teams.

United States law sets strict limits on contributions from corporations to political parties and candidates. You may not make any political contribution or expenditure on behalf of Instacart unless authorized in writing by the PGA and Legal teams. This includes contributions to candidates, office holders, political parties and other political committees. Contributions can include a variety of things, such as buying tickets to a political fundraising event, providing office space for public official events, or providing goods or services to a political campaign event.

Gifts and entertainment offered or provided to public officials raise legal risks and may be prohibited by law. Never offer or provide gifts or entertainment, even of minimal value, to a public official unless you have received prior approval from the Legal Team. Please review our Anti-Corruption Policy for more information.

Lobbying activity may require registration and/or reporting and may be subject to other restrictions. Lobbying covers many kinds of activity, including contacts with public officials or their staffs that could influence legislative or administrative action. Before engaging in lobbying activity you must first consult with the PGA and Legal teams.

C. Honest and Ethical Conduct

While we constantly strive to provide value for our constituents, we are committed to doing so with integrity. Employees must not compromise our ethical standards when conducting Instacart business or for personal benefit.

Ethical Business Practices

You should always deal honestly, ethically and fairly with our partners, suppliers, customers and competitors. Statements regarding our products and services must not be untrue, misleading, deceptive or fraudulent. You must not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair-dealing practice. You also must never create or submit false, inaccurate, or misleading invoices, receipts, or other financial or business-related documents.

Conflicts of Interest

Employees, officers and directors must act in the best interests of Instacart. Accordingly, you must refrain from engaging in any activity or having a personal interest that presents or creates the appearance of a “conflict of interest.” A conflict of interest occurs when your personal interest interferes, or appears to interfere, with the interests of Instacart, including when an employee, officer, or director, or a member of his or her family, receives improper personal benefits as a result of his or her position at Instacart. A conflict of interest can also arise whenever you take action or have an interest that prevents you from performing your duties and responsibilities honestly, objectively and effectively. Although it is not possible to list every situation that could create a conflict of interest, some examples include:

- Accepting gifts and services from partners, suppliers or contractors that are excessive in value or frequency, that lack transparency or a legitimate business purpose;
- Employment by, service on the board of, ownership of (other than minimal stock ownership for investment purposes), or advisory or consulting work for a business that competes with us;
- Taking personal advantage of Instacart business opportunities;
- Working with a subordinate employee or with an employee of a competitor, supplier or customer with whom you have a personal relationship;
- Use of Instacart assets for personal purposes; and

- Selection of partners, suppliers and persons seeking to do business with Instacart based on any considerations other than the best interests of Instacart.

Additionally, we are required to abide by the securities laws that govern conflicts of interest by our executive officers and directors. The actions or relationships that will be considered conflicts with respect to our executive officers and directors are only those that meet the requirement for disclosure in our periodic filings with the SEC pursuant to Item 404 of Regulation S-K, referred to as related person transactions. Such related person transactions must be approved or ratified, as applicable, by the Audit Committee or the Board of Directors as required by applicable laws and regulations and consistent with our policies. In the event such transaction is properly approved or ratified, it shall not be deemed a waiver of this Code.

It is your responsibility to avoid any activities that may lead to a conflict of interest and to disclose any material transaction or relationship that reasonably could be expected to give rise to a conflict of interest. If you are unsure about whether conduct may be in violation of this policy, you may submit a request for the Conflicts Committee to review your activity.

Gifts, Entertainment, Travel and Gratuities

This Code does not prohibit providing reasonable, modest and infrequent gifts, entertainment, travel, and gratuities for legitimate, bona fide business purposes. However, as noted in our Anti-Corruption Policy, you must first obtain pre-approval as specified in the policy prior to providing anything of value to a government official, whether foreign or domestic.

Likewise, you must not accept, or permit any member of your immediate family to accept, any gifts, gratuities or other favors from any customer, partner, contractor, supplier or other person doing or seeking to do business with us, other than items of nominal value. Any gifts that are not of nominal value should be returned immediately and reported to your manager. If a gift cannot be returned immediately, please reach out to the Legal Team for guidance. Please consult our Anti-Corruption Policy for additional guidance, as well as information on who you can contact with any questions.

D. Protection of Instacart Assets and Interests

Theft, carelessness and waste can harm our financial performance, our relationships with our customers and business partners and our reputation. That is why we count on all our employees to protect Instacart assets and advance Instacart's business interests when possible. Employees must use Instacart assets and services solely for legitimate business purposes and not for any personal benefit or the personal benefit of anyone else.

Corporate Opportunities

You may not take personal advantage of opportunities for Instacart that are presented to you or discovered by you as a result of your position with us or through your use of corporate property or information. Even opportunities that are acquired privately by you may be questionable if they are related to our existing or proposed lines of business. For example, significant participation in an investment or outside business opportunity that is directly related to our lines of business may create a conflict of interest. You may not use your position with us or corporate property or information for improper personal gain, nor should you compete with us in any way. Employees, officers and directors must advance Instacart's legitimate interests when the opportunity to do so arises.

Confidentiality

You must safeguard any confidential information entrusted to you by Instacart or other parties, including our partners, suppliers and customers, except when disclosure has been properly authorized or legally mandated. Confidential information includes all non-public information related to Instacart's business. Unauthorized disclosure of any confidential information is prohibited. Additionally, you must take appropriate precautions to ensure that confidential or sensitive business information is communicated within Instacart only to those employees who have a need to know such information to perform their work responsibilities, whether it is proprietary to us or another party for whom we have agreed to maintain confidentiality, such as a retail partner. All work emails, voicemails and other communications are presumed confidential and should not be forwarded or otherwise disseminated to outside individuals, except where required for Instacart-related business reasons.

Similarly, all customer, partner and supplier information is confidential information and might also include personally identifiable information which you are legally required to protect and keep confidential. Your obligation to treat certain information as confidential does not end when you leave Instacart, and you may not subsequently disclose any confidential information to a new employer or to others. For more information, please review our Confidentiality Guidelines and your Proprietary Information and Inventions Agreement.

You also must abide by any lawful obligations that you have to your former employer. These obligations may include restrictions on the use and disclosure of confidential information, restrictions on the solicitation of former colleagues to work at Instacart and non-competition obligations.

Intellectual Property

Our Intellectual Property (“IP”) protects our innovations, strengthens our brand, defends competitive and commercial advantages, deters copying, promotes business deals, and enhances investor confidence in our business. It is protected under patents, trademarks, copyrights, trade secrets, license agreements, confidentiality procedures, non-disclosures agreements, employee non-disclosure and invention assignment agreements and other legal and contractual rights. These laws and rights cover our trademarks, logos, branding, platform, products, technology, algorithms, designs, software, hardware, APIs, code, proprietary data, processes, technical documentation, know-how, and many other forms of our IP. Consult with the Legal Team and review our Trademark Guidelines and Copyright Guidelines if you have any questions regarding protecting and using IP. We take the protection and enforcement of IP seriously. Any infringement or a violation of our IP rights will be strictly enforced.

We not only take steps to protect our own IP, but we also respect the IP of other organizations and their respective efforts to protect such third-party IP. Employees should not bring to us or use any third-party IP without explicit authorization from the Legal Team, including open source software (which may only be used subject to our Open Source Policy). Violations could result in serious legal consequences for the employee and Instacart. The Legal Team should be consulted for any questions about third-party IP, or if anyone outside the Company contacts you about allegations of infringement of third-party IP.

Use of Instacart Technology

It is extremely important that you take all necessary measures to ensure the security of your computer and any computer passwords. You must use caution when sending sensitive or confidential information in any messages that are widely distributed or sent outside of Instacart. If you have any reason to believe that your password or credentials have been compromised, then you must inform the Information Security Team immediately.

Whenever you use your work computer or other devices to send e-mail or access Internet services, remember that you are acting as a representative of Instacart. Your use of Instacart technology could reflect poorly on the Company, damage our reputation, and expose Instacart and you personally to legal liability. In addition, all e-mail and files stored on Instacart computers or on cloud solutions provided by Instacart are the property of Instacart. You should therefore have no expectation of privacy in connection with these resources. The use of work devices or other technology must be consistent with all our other policies, including our information security policies. For further information about acceptable use of your work devices and other technology, see our information security policies.

Personal Information and Data Privacy

We recognize and respect the security and privacy of the personal information provided to us by our employees, contractors, customers, partners and others. Personal information is information about an individual who is or can be identified, and may include a person’s name, contact details, identification numbers, payment information and information about their online activity and purchase history. We will collect and process personal information in a manner appropriate for business purposes and through lawful and fair means in accordance with our Privacy Policy.

You must safeguard and treat as confidential any of our records containing personal information. Unauthorized use or disclosure of personal information can result in legal consequences and can harm our reputation. You must only use and disclose personal information if you are authorized to do so, for legitimate business purposes and in compliance with

applicable privacy laws and our privacy and information security policies. Contact the Legal Team if you have any questions about applicable privacy laws or our Privacy Policy or the Information Security Team with any questions about our information security policies.

Corporate Communications

Due to the importance of effective and accurate communications with the financial community and the general public, only those individuals specifically designated by Instacart are authorized to communicate with industry research analysts and the news media and to issue written public statements (most often as press releases) about Instacart. Please refer to our Disclosures Wiki for further details.

E. Maintaining a Positive and Safe Work Environment

Taking care of people is at the heart of our business and that extends to our employees. We are committed to building a diverse workforce that reflects the diversity of our customers and partners as well as to supporting the safety and wellness of our employees.

Respect for People and Nondiscrimination

You are critical to Instacart's success, and our policy is to treat you with fairness and respect. We are an equal opportunity employer and we do not tolerate discrimination against applicants or employees based on race, color, religious creed, national origin, gender, sexual orientation, age, disability, veteran status, marital status, or any other classification protected by applicable law. We prohibit discrimination based on these protected categories in decisions concerning recruitment, hiring, compensation, benefits, training, termination, promotions, or any other condition of employment. We are committed to providing a work environment that is free from discrimination and/or harassment of any type. We will not tolerate the use of discriminatory slurs; unwelcome, unsolicited sexual advances or harassment; or any other remarks, jokes, or conduct that create a hostile work environment. Each person, at every level of the organization, must act with respect and civility toward customers, coworkers, and outside parties. Please see the Employee Handbook for further detail regarding our policy against discrimination and harassment.

Health and Safety

We strive to provide each employee with a safe and healthy work environment. Instacart actively promotes the health and safety of everyone on our property with policies and processes that help individuals safeguard themselves and their coworkers. Each employee also has responsibility for maintaining a safe and healthy workplace for all employees by following safety and health rules and practices and reporting accidents, injuries and unsafe equipment, practices or conditions.

Laws, such as the U.S. Occupational Safety and Health Act and similar laws of other jurisdictions, regulate the physical safety and exposure to conditions in the workplace that could harm employees. These laws establish specific industrial hygiene and other safety procedures. Employees must observe all posted warnings and regulations. Report any accident or injury sustained on the job, or any conditions in the workplace which you believe to be unsafe.

F. Waivers of this Code

Any waiver of this Code for executive officers (including, where required by applicable laws, our principal executive officer, principal financial officer, principal accounting officer or controller) or directors may be authorized only by our Board of Directors. Any waiver of this Code for non-directors and non-executive officers may be authorized by our General Counsel. Any waiver will be reported as required by federal securities laws and applicable stock exchange rules. Any matter which has been approved in accordance with the processes set out in or referenced by this Code will not be considered a waiver.

G. Duty to Report Violations

You have the responsibility to ask questions, seek guidance, report suspected violations and express concerns regarding compliance with this Code. If you know of or suspect any conduct that violates applicable law or this Code, you must report such information immediately:

- To your manager;
- To your HRBP;
- To the General Counsel;
- Anonymously through **Speakfully**, our third-party harassment, discrimination, and whistleblower portal, by visiting <https://www.instacart.speakfullynow.com/> or via the Speakfully phone line at **1-800-417-2040**; or
- Through any other channel specified in our Whistleblower Policy.

Any manager who receives a report of a violation of this Code must immediately inform the General Counsel. Please review our Whistleblower Policy for more information.

Nothing in this Code should discourage you from reporting any illegal activity, including any violation of the securities laws, antitrust laws or any other federal, state or foreign law, rule or regulation, to the appropriate regulatory authority. This Code does not prohibit you from testifying, participating or otherwise assisting in any state or federal administrative, judicial or legislative proceeding or investigation. In addition, notwithstanding any other confidentiality or nondisclosure agreement (including as part of an employment agreement, separation agreement or similar employment or compensation arrangement) applicable to you, we do not restrict any current or former employee from communicating, cooperating or filing a complaint with, or otherwise making disclosures to, any governmental or law enforcement branch, agency or entity with respect to possible violations of any law or regulation, in each case, that are protected under the whistleblower provisions of any such law or regulation. Any agreement in conflict with the foregoing is hereby deemed amended by us to be consistent with the foregoing.

H. Investigation of Reports

We will promptly and thoroughly investigate all reports, including reports of Code violations, policy violations, and misconduct. Information disclosed during the course of an investigation will be kept confidential to the fullest extent practicable. You are expected to cooperate fully with any inquiry or investigation regarding an alleged violation of this Code and to answer questions truthfully. Failure to cooperate with any such inquiry or investigation or deliberately providing false information during an investigation may result in disciplinary action, up to and including termination.

At the conclusion of the investigation, if we determine that a policy violation or other misconduct occurred, we may take disciplinary action including, but not limited to, reprimands, warnings, probation or suspension without pay, demotions, reductions in salary, termination and restitution. Certain violations of this Code may require us to refer the matter to the appropriate governmental or regulatory authorities for investigation or prosecution. Moreover, any manager who directs or approves of any conduct in violation of this Code, or who has knowledge of such conduct and does not immediately report it, also will be subject to disciplinary action, up to and including termination.

I. No Retaliation

We strongly adhere to a policy of non-retaliation. We will not retaliate against any individual for filing a good-faith concern regarding non-compliance with this Code or any of our policies and procedures. We will not retaliate against any individual participating in the investigation of any such complaint either. Finally, we will not permit any such retaliation by any manager or executive officer, or by any company with which we contract. Anyone who is found to have engaged in retaliatory conduct will be subject to disciplinary action, up to and including termination.

Any employee who feels they are being retaliated against should report it via the channels specified above. Any report of retaliation will be promptly and thoroughly investigated in accordance with our investigation procedures outlined above.

J. Dissemination and Amendment

We reserve the right to amend, alter or terminate this Code at any time for any reason. This document is not an employment contract between Instacart and any of its employees, officers or directors and does not alter Instacart's at-will employment policy.

