

Arbor Vendor Code of Conduct

Overview

This Vendor Code of Conduct (the “Code”) outlines the expectations of Arbor Realty Trust, Inc. and its subsidiaries (individually and collectively, “we”, “Arbor” or the “Company”) of vendors and other third-party resources performing services to or on behalf of the Company. The Code applies to the engagement and execution of activities with all vendors. For purposes of the Code, a Vendor includes all suppliers, distributors, agents, contractors, and all other third parties engaged to provide the Company any business goods, services, functions, or activities.

Arbor may update and revise this Code from time to time.

Scope and Applicability

Arbor is committed to conducting business in a legal, ethical, and responsible manner and expects that our Vendors meet these same standards. The Code sets out the principles, guidelines, and expectations we have of our Vendors to conduct their business responsibly and with integrity. In addition, Vendors are expected to fully comply with the laws, rules and regulations of the United States and the states and other countries in which they operate.

Arbor expects all Vendors to comply with the Code. Where the Code may conflict with the terms of a Vendor contract, the contract terms will prevail with respect to such conflict. Vendors are expected to enforce the Code with their employees, including temporary staff, and any sub-contractors.

Vendors should contact Contract_Review@arbor.com with any questions or concerns related to the Code.

Compliance with the Code

All Vendors and their employees, including temporary staff and subcontractors must adhere to the Code while conducting business with, or on behalf of, Arbor. Vendors should promptly inform Arbor of any situation or circumstance that causes, or reasonably might expect to cause, the Vendor, or a Vendor employee, to be in violation of the Code. Penalties for any discovered non-compliance may include, but not be limited to immediate termination of the contract or any other relationship between Arbor and the Vendor. At any time, Arbor may require the Vendor to participate in training on the Code, including related policies and procedures.

I. Business Ethics

Ethical Dealings

Vendors will operate with integrity, in an ethical manner and in compliance with all applicable laws, rules and regulations applicable to their industry and place of business. Vendors will not engage in bribery, corruption, embezzlement, extortion, kickbacks, prohibited commissions, inducements or fees or any other prohibited business practices.

Vendors are expected to:

- Avoid situations that can create an actual or apparent conflict of interest when working with or on behalf of the Company. Conflicts of interest can occur if a personal, social,

financial, professional, or political activity interferes or appears to interfere with (1) a Vendor's ability to perform its work with or on behalf of Arbor effectively and objectively, or (2) the interests of Arbor.

- Comply with all applicable trade laws and regulations, including obtaining proper export authorization, establishing eligibility of export recipients, and securing all required licenses and documentation as well as applicable export/import laws and regulations.
- Comply with applicable privacy, data protection and data exportation/importation laws and regulations.
- Comply with antitrust laws and fair competition laws that apply in the jurisdiction in which they conduct business.
- Not engage in any activity that may adversely impact Arbor's reputation, impartiality or create an actual or potential conflict of interest, or any appearance of a conflict. This includes but is not limited to taking any such action on any type of social media platform.
- Comply with anti-money laundering and anti-terrorism regulations and take the necessary steps to ensure that Arbor business is conducted only with reputable parties that are financed only from legitimate sources.
- Not represent themselves as employees or agents of Arbor unless authorized to do so.
- Not use Arbor's trademarks, intellectual property, or confidential information without prior authorization from the Company.
- Not disclose its relationship with Arbor without prior authorization from the Company, except where required by law, regulation or to comply with an active law enforcement investigation.
- Maintain complete and accurate books and records relating to all Arbor business, together with supporting documentation, in accordance with applicable accounting principles, laws, and regulations.
- Not make any false representations in connection with any Arbor transactions, including misrepresentations of fact, whether written or oral, and the promotion or use of false documentation such as non-genuine customer purchase orders, fraudulent or forged contracts, or other false or inaccurate records.

Gifts and Entertainment

- Vendors shall adhere to applicable laws, rules and regulations when exchanging gifts and avoid even the perception of impropriety. While working with or for Arbor, Vendors may only offer or accept non-cash gifts, meals, or entertainment when doing so:
 - Promotes a successful working relationship and overall goodwill
 - Relates to a legitimate business interest

- Is reasonable in value
- Does not create an actual conflict of interest or divided loyalty
- Occurs at an appropriate venue
- Is not prohibited by the offeror or recipient's business practices; and
- Does not create the appearance of an improper attempt to influence a business decision

Data Security, Confidentiality & Accuracy

- Vendors will handle and process Arbor data only for the purposes for which it was collected or otherwise made available. Vendors shall apply appropriate industry standard practices with respect to data security controls to ensure that all Arbor information is protected and secure from damage and unauthorized use.
- Vendors shall also follow all data security polices and requirements specified in contractual agreements with Arbor.
- Vendors must respect and maintain the confidentiality of all non-public information about Arbor or its activities and all non-public information obtained in the performance of the Vendor's duties about Arbor's customers, clients or applicable third parties.
- Subject to any contractual requirements, Vendors will notify Arbor without undue delay of any known or suspected data security breaches and will work with Arbor and, if applicable, law enforcement to contain the breach and determine a root cause.

II. Laws and Regulations

Vendors shall comply with all applicable laws, rules and regulations in all locations in which they operate.

III. Labor Standards

Arbor is committed to an organizational culture which implements a policy of adherence to all federal, state and local laws, rules and regulations with respect to labor and employment and expects its Vendors to adhere to the same standards.

Age Requirements

- Vendors will comply with all applicable laws, rules and regulations relating to minimum age for employment.
- Workers below the age of 18 should not be involved in activities likely to jeopardize their health, safety or morals or interfere with their compulsory education.
- Vendors may be required to disclose any workers under the age of 18 and detail the specifics of their job functions, including what, if any, support they may be providing to Arbor.

Involuntary Labor

- Vendors will not use any forced, compulsory, or involuntary labor, whether bonded, indentured, or imprisoned.

Racism and Discrimination

- Arbor respects individual and cultural differences and will not tolerate racism or discrimination of any kind and expects its Vendors to share that commitment.
- Vendors will not discriminate in screening, hiring, or employment practices, including compensation and benefit practices, based on race, color, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, ethnicity, national origin, disability, family status, medical condition, pregnancy, religion, political affiliation, union membership or covered veteran status.
- Vendors will not permit harassment, sexual harassment, corporal punishment, inhumane treatment, bullying, and actual or threats of physical violence.
- Vendors will not retaliate against employees (including augmented/temporary staff) who report abuse, discrimination, ethical concerns or violations of law.

Wages, Benefits and Working Hours

- Vendors will comply with applicable wage and working hour laws and regulations, including those relating to minimum wages, regulated hours of work, daily and weekly rest periods, and annual holidays and legally mandated benefits.

Fair Treatment

- Vendors will treat employees, temporary staff, with dignity and respect. Physical abuse, the threat of physical abuse, sexual or other harassment, verbal abuse or any other form of intimidation are prohibited.

IV. Health & Safety**Work Environment**

- Vendors will provide employees (including augmented/temporary staff) with a safe and healthy workplace in compliance with all applicable laws and regulations. Vendors will take adequate steps to prevent accidents and injury to health at work including providing workers with appropriate workplace health and safety information and training.

V. Concerns about the Code**Expectations of Vendors**

- Vendors may contact Arbor with any questions or concerns related to the Code.
- Arbor will communicate the Code internally and externally to relevant parties. Vendors are responsible for communicating the provisions of this Code to their employees, including temporary staff, and any sub-contractors.

Expectations of Arbor

- Vendors will treat Arbor – and expect to be treated by Arbor- with respect and have open and honest communications.

VI. Vendor Environmental Responsibility

Protection of the Environment

- Vendors will comply with all applicable environmental laws and regulations and are encouraged to operate in an environmentally responsible manner and strive, as far as practical, to manage and minimize negative environmental impact of its operations, products and services.

Carbon and Environmental Footprint

- Arbor is committed to having a positive impact on the environment and reducing its carbon and environmental footprint. Arbor encourages its Vendors to work to reduce their carbon emissions in areas within their control.
- Vendors are encouraged to reduce waste, water usage and making efficient usage of natural resources.

VII. Vendor Diversity, Equity and Inclusion

Arbor is committed to dealing with all Vendors with integrity and in an ethical manner and to supporting and encouraging the aspirations of diverse groups.

Arbor will endeavor is to provide opportunities for diverse Vendor groups.

VIII. Compliance and Monitoring

Vendors must notify Arbor upon becoming aware of any negative or adverse publicity concerning the Vendor's business or any product or service the Vendor provides to the Company, or any event or circumstance related to the Vendor or its business that could be reasonably expected to cause negative or other adverse publicity concerning Arbor.

Vendors will be advised upon commencement of any relationship with Arbor that the continuation of that relationship is contingent upon an understanding that they have been provided access to, read, understood, and will comply with the Code.