# SUPPLIER CODE OF CONDUCT

This Supplier Code of Conduct ("**Code**") sets forth the standards and guiding principles that M&T Bank Corporation and its affiliates ("**M&T**") expect all third-party suppliers of products and services to uphold, in alignment with the legal and regulatory framework that governs M&T. This Code may change from time to time, and we expect our suppliers to stay informed and aligned with its evolving standards and principles.

In addition to this Code, M&T expects each of its suppliers to adhere to any written agreement between M&T and the supplier ("**Supplier Agreement**") and all laws, rules, and regulations applicable to the supplier's business.

It is the responsibility of every supplier to ensure its employees and representatives thoroughly understand M&T's expectations as set forth in this Code. Further, to the extent that a supplier subcontracts any portion of its obligations, this Code also applies to such subcontractors.

## 1. ETHICAL BUSINESS PRACTICES

We expect our suppliers to aspire to the highest standards of ethical and professional conduct in all business dealings. This includes refraining from illegal activity, avoiding conflicts of interest, and refraining from other activities that are unethical or otherwise give an appearance of impropriety, including bribery, corruption, money laundering, extortion, embezzlement, and other illicit activities. Consistent with our Code of Business Conduct & Ethics ("**Code of Business Conduct**"), which applies to all employees, directors, officers, advisors, agents, representatives, contractors, and consultants of M&T ("**M&T Personnel**"), we expect our suppliers to adhere to the following expectations:

**A. Complying with Laws and Regulations.** Obeying the law, both in letter and in spirit, is the foundation on which M&T's ethical standards are built. Accordingly, we require every supplier to comply with all applicable laws and regulations, including, without limitation, all international, federal, state, and local legal and regulatory requirements in the jurisdictions where they operate. In addition, our suppliers are expected to maintain all licenses, permits, registrations, and other approvals that are legally required to operate their businesses and to provide their products and services to M&T.

**B. Conflicts of Interest.** Suppliers should avoid, and immediately report to M&T, any apparent or actual conflicts of interest involving M&T. A conflict of interest may exist when a supplier, or any of its employees, is involved in any activity – whether personal or business-related – that could affect, or give the appearance of affecting, a supplier's or its employees' objectivity in providing products or services to M&T. Conflicts of interest may not always be clear, so if there is any question or uncertainty concerning a potential conflict of interest, the supplier should immediately notify and consult with M&T regarding the situation.

**C. Gifts and Entertainment.** Our Code of Business Conduct contains restrictions on the provision and receipt by M&T Personnel of gifts and entertainment to and from suppliers. Cash and cash-equivalent gifts (such as gift cards, negotiable instruments, and securities) of any value are strictly forbidden. Further, our suppliers should not offer or provide to M&T personnel any item of value, including, without limitation, any gift, bequest, honorarium, advertising or promotional item, meal, entertainment, or payment of travel-related expenses, in excess of $250 fair market value.

**D. Political Activities.** Suppliers must not make, on behalf of or as a representative of M&T, any political contributions or provide anything of value to or for the benefit of any candidate for public office, campaign, public or government official, political party, political committee, political action committee (PAC), ballot measure committee, or other political organization. Furthermore, suppliers should not lobby or participate in political campaigns on behalf of M&T, use M&T resources for activities that may involve political influence, or purport to represent the political views or interests of M&T.

**E. Anti-Bribery and Anti-Corruption.** Suppliers are expected to establish, maintain, and monitor compliance with adequate procedures and controls to adhere to all applicable state, federal, and international anti-bribery and anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act. Moreover, under no circumstances may a supplier, directly or indirectly, offer to pay, promise to pay, or authorize the payment of money or anything of value to a government official in order to influence any act or decision of the government official in his or her official capacity or to secure any other improper advantage in order to obtain or retain business.

**F. Anti-Money Laundering and Other Illicit Activities.** Suppliers must not engage in, or conduct business with others engaged in, illicit activities, including, without limitation, money laundering, terrorism financing, human trafficking, international narcotics trafficking, and activities related to the proliferation of weapons of mass destruction. Suppliers are expected to always adhere to applicable anti-money laundering and anti-terrorist financing laws and regulations.

**G. Antitrust**. M&T is committed to operating in a way that promotes vigorous competition and freedom of choice for our customers. Accordingly, we expect every supplier to comply with applicable state, federal, and international antitrust and competition laws and regulations that generally seek to protect commerce from restraints, monopolies, and unfair business practices that impede healthy competition.

**H. Anti-Discrimination**. M&T is committed to conducting all aspects of our lending and servicing processes without discrimination on any prohibited basis. This includes complying with all applicable federal, state, and local fair lending laws and regulations, including, but not limited to, the Equal Credit Opportunity Act, the Fair Housing Act, and New York State Executive Law 296-a. Our suppliers play a pivotal role in our lending and servicing operations. Accordingly, our Suppliers are prohibited from discriminating on any basis prohibited by law or regulation in the provision of any products or services to us or our prospective or current customers. These bases include, but are not limited to, those listed in the Equal Credit Opportunity Act, the Fair Housing Act, and New York State Executive Law 296-a.

**I. Safeguarding Confidential Information.** We expect our suppliers to safeguard all confidential information and to not disclose or use any confidential information except as expressly permitted under the applicable Supplier Agreement. This requires each supplier to maintain, implement, and regularly assess written policies and procedures that address administrative, technical, and physical safeguards for the protection of confidential information. While confidential information will be more specifically defined in the Supplier Agreement, it will generally include, but not be limited to, non-public information regarding M&T's proprietary business matters, intellectual property, and trade secrets, as well as M&T's customers, employees, and suppliers. In addition to the Supplier Agreement, all suppliers must comply with all applicable laws and regulations governing the disclosure and use of confidential information, including, without limitation, applicable privacy and securities laws.

**J. Protecting Intellectual Property.** Suppliers must respect the intellectual property ("**IP**") rights of M&T and all third parties. This includes not infringing, misappropriating, or otherwise violating any IP right of M&T or any other third party. Furthermore, suppliers must strictly comply with all IP-related provisions in the applicable Supplier Agreement, including those related to the ownership and use of IP and the indemnification of M&T against third-party IP infringement claims. Furthermore, a supplier should never use the names or marks of or refer to or identify M&T in any publicity releases, promotional or marketing materials, published customer lists, public announcements, testimonials, or advertising without the prior written approval of M&T.

## 2. HUMAN RIGHTS AND LABOR

At M&T, we firmly believe that people are our greatest strength – and we support upholding and protecting human rights throughout our organization. We expect our suppliers to align with this same standard. At a minimum, our suppliers must comply with all applicable laws and regulations relating to human rights, including those intended to eliminate modern slavery and human trafficking and those regarding child labor, wages, working hours, health and safety, and discrimination in hiring and employment practices. Further, we encourage our suppliers to implement measures guided by the fundamental principles of human rights set forth in the United Nations Universal Declaration of Human Rights, as well as the standards established in the United Nations Guiding Principles on Business and Human Rights and the International Labour Organization's Declaration on Fundamental Principles and Rights at Work. These measures should include the following:

**A. Freely Chosen Employment.** Suppliers must ensure that all work is completed voluntarily and without forced or compulsory labor, trafficked labor, indentured labor, bonded labor, or involuntary prison labor. In addition, suppliers should respect the rights of employees to freely associate and to bargain collectively without suffering any kind of discrimination, harassment, intimidation, or retaliation.

**B. No Child Labor.** Suppliers must ensure that there is no child labor within their organization or supply chain in accordance with all applicable laws, rules, and regulations aimed at protecting the health, well-being, and educational opportunities of young people.

**C. Wages and Benefits; Working Hours.** M&T encourages all of its suppliers to provide fair compensation and benefits commensurate with prevailing industry conditions. At a minimum, suppliers must pay compensation to their employees that meets or exceeds all applicable wage laws, including those relating to minimum and living wages, overtime hours, and benefits. Moreover, working hours must not exceed limitations established by applicable law.

**D. Health and Safety.** Suppliers should provide safe and healthy working conditions that minimize health and safety risks and support accident prevention. Minimally, suppliers must provide and maintain a work environment that meets or exceeds all applicable occupational health and safety laws and regulations.

**E. Equal Employment Opportunity; Anti-Harassment.** Consistent with our Code of Business Conduct, M&T is firmly committed to providing equal opportunity in all aspects of employment and will not tolerate any illegal discrimination or harassment of any kind. We expect this commitment to be shared by our suppliers. Accordingly, suppliers must provide employment opportunities without regard to any characteristic protected under applicable federal, state, or local laws. In addition, we expect our suppliers to promote a workplace free from discrimination, harassment, retaliation, violence, and other illegal and threatening behavior.

## 3. SUSTAINABILITY

M&T's sustainability strategy is driven by our purpose of making a difference in people's lives. We encourage all of our suppliers to learn more about this strategy at **mtb.com/sustainability**.

## 4. SUPPLIER INQUIRIES; COMPLIANCE AND INTERPRETATION

If you have questions about any of the information in this Code or what is expected of our suppliers, please contact M&T's Supplier Support at SupplierMailbox@mtb.com.

Suppliers may be asked to provide a written attestation agreeing that they have read and understand, and will abide by all or specified provisions within, this Code. If this Code or any portion thereof is incorporated by reference into a Supplier Agreement, then such Supplier Agreement will be self-supporting as evidence of attestation. M&T reserves the right to conduct reasonable inquiries of its suppliers to ensure compliance with this Code. Further, our suppliers are expected to self-monitor their compliance with this Code and to inform M&T in a timely manner of any non-compliance. While a supplier's failure to adhere to this Code may not always result in a termination of the applicable Supplier Agreement, it may impact future business opportunities between M&T and such supplier.

This Code is in addition to, and should not be construed as amending, replacing, or superseding, the provisions of any applicable Supplier Agreement. In the event of conflict between the provisions of this Code and the provisions of a Supplier Agreement, the provisions of the Supplier Agreement will prevail. Further, nothing in this Code is intended to convey any rights, actions, or remedies to a supplier, or to create an employment relationship between any supplier or any of a supplier's employees and M&T.

This Code is subject to periodic updates and revisions by M&T. The most current version of the Code is available online and effective when posted by M&T.

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*The information included in this statement is current as of the date of publication and is subject to change without notice. Forward-looking statements speak only as of the date made, and we do not undertake to update them to reflect changes or events that occur after that date.*