



Anti-Bribery and Anti-Corruption Policy

Effective as of October 22, 2026

1. Purpose of This Policy

Broadstone Net Lease, Inc. (together with its subsidiaries and affiliates, the "**Company**") is committed to operating its business in line with the highest standards of ethical conduct. It is the Company's policy to conduct its business and related activities in compliance with all Applicable Laws (as defined below). The Company seeks to avoid even the appearance of impropriety resulting from the actions of our directors, officers, employees, agents, and other representatives. To this end, the offer or payment of any bribe or corrupt payment is explicitly prohibited.

This Anti-Bribery and Anti-Corruption Policy (the "**Policy**") reflects our commitments in this area by explaining the specific requirements and prohibitions applicable to the Company's business under Applicable Laws. Further, by adopting this Policy, the Company seeks to ensure that the Company and the Covered Persons (as defined below) and Third Parties (as defined below) acting on its behalf fully comply with all Applicable Laws to maintain lawful and ethical dealings in business transactions.

Bribery and other corrupt conduct – including willfully ignoring such conduct – can lead to significant legal repercussions, including but not limited to fines and criminal penalties, for the Company and for Covered Persons, individually.

2. Effectiveness and Scope

This Policy is effective as of the date set forth at the top of this page and supersedes any previous policy of the Company. In the event of any conflict or inconsistency between this Policy and any other materials previously distributed by the Company, this Policy shall govern. In addition, each Covered Person is responsible for complying with Applicable Law as then in force and effect. Accordingly, in the event of any conflict or inconsistency between this Policy and Applicable Law, or any omission from this Policy, Covered Persons are not excused from complying with Applicable Law.

3. Compliance Officer for this Policy

The Company's General Counsel is the compliance officer (the "**Compliance Officer**") for purposes of this Policy. The Compliance Officer, or the Board of Directors of the Company, may designate additional officers of the Company to serve as a Compliance Officer for purposes of this Policy from time to time. Any questions concerning this Policy should be directed to, and all interpretations of this Policy shall be made by, a duly designated Compliance Officer.

4. Covered Persons

This Policy is applicable to all directors, officers and employees of the Company (the "**Covered Persons**").

5. Definitions and Explanations

- a. "**Anything of value**" means any asset that is considered valuable to the giver or recipient, even if of modest value. This includes, but is not limited to:
 - Cash or cash equivalents;
 - Gifts;
 - Meals and entertainment;
 - Travel accommodations and/or expenses that are not reasonably related to a legitimate business purpose;
 - Extravagant and/or excessive travel accommodations and/or expenses that are reasonably related to a legitimate business purpose;
 - Charitable contributions;
 - Employment opportunities for an individual or his or her family members;
 - Discounts;
 - Business opportunities; and
 - Personal favors.
- b. "**Applicable Laws**" means all laws and regulations applicable to the Company's operations including, but not limited to, the U.S. Foreign Corrupt Practices Act (the "**FCPA**") and the Canadian Corruption of Foreign Public Officials Act (the "**CFPOA**").
- c. "**Bribe**" means the offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value with the intent to influence a person to perform his or her duties improperly or to otherwise obtain an improper advantage.
- d. "**Code of Ethics**" means the Company's Code of Ethics and Business Conduct Policy.
- e. "**Facilitation payment**" means a payment to a government official, usually of small or nominal value, intended to secure or expedite the performance of an action or administrative process. Such payments are generally meant to smooth the process of a service that the payer is legally entitled to, such as obtaining permits, licenses or other official documents, processing government forms, scheduling and completing inspections, the provision of utilities, and actions of a similar nature.
- f. A "**Third Party**" or "**Third Parties**" means any third party individual, company, or entity that is engaged to represent the Company. Third Parties include consultants, brokers, accounting and law firms, and other intermediaries engaged to conduct business on behalf of the Company.

6. Prohibited Payments

- a. **Bribes** – The act of offering, authorizing, or promising a bribe or other corrupt payment to any person is strictly prohibited, even if no payment or gift is ever made or if the payment or gift is refused. This policy prohibits bribes in all forms and regardless of whether the recipient is in the public or private sector.
- b. **Facilitation Payments** – The Company, all Covered Persons, and Third Parties are prohibited from making facilitation payments to government officials under any and all circumstances.

- c. **Use of Third Parties** – The acts of instructing, authorizing, or allowing a Third Party to make a bribe or other prohibited payment on the Company’s behalf, ratifying such payment after the fact, or making a payment to a Third Party knowing or having reason to know that all or a portion of such payment constitutes a bribe or will likely be given to improperly influence a business decision or obtain a business advantage, is strictly prohibited.

7. Using Third Parties

Pursuant to the Applicable Laws, the Company may be held responsible for the actions of Third Parties acting on the Company’s behalf. Accordingly, even if a Covered Person does not make an improper payment, such Covered Person and the Company may still be liable and subject to penalties if a Covered Person authorizes a Third Party to pay a bribe, knows that they have done so, or ignores signs indicating that they are likely to pay a bribe.

Great care should be taken in the retention of any Third Party, and sufficient due diligence must be undertaken to ensure that any such Third Party does not intend to engage in any improper practices that would violate Applicable Laws or this Policy. In determining whether to engage a Third Party, factors such as the Third Party’s reputation and qualifications, the manner and reasonableness of compensation, the relationship, if any, between the owners and employees of the Third Party and a government official, the presence or absence of any unknown partners utilized by the Third Party, the willingness of the Third Party to fully disclose its relationship with the Company, and the legality of the relationship under local law, must be considered.

Covered Persons must be conscious of any other “red flags” that may be present or arise. A “red flag” is a fact or circumstance that serves as a warning signal that a Third Party may act corruptly. It is the responsibility of any Covered Person who observes a red flag to either resolve such red flag by further due diligence and investigation or to refer the matter to the Compliance Officer. A non-exclusive list of examples of red flags is below:

- A Third Party has a reputation for or history of bribery or other corrupt or illegal practices;
- A Third Party requests unusually large commissions or other payments, or payments that appear excessive for the service rendered (compensation to third parties must be reasonable according to the level and type of work being performed, and consistent with local laws and industry practice);
- A Third Party conducts business in a country or other jurisdiction that has a reputation for bribery and/or other corrupt conduct;
- A Third Party requests payments to an unknown party rather than the Third Party;
- A Third Party requests that a political or charitable contribution be made to an individual, entity, or organization;
- A Third Party requests that a transaction and/or payment be recorded inaccurately or “off the books;”
- A Third Party insists that its identity not be disclosed; and
- A Third Party has a personal or business relationship with a government official with whom the Third Party is interacting on the Company’s behalf.

In addition to initial due diligence conducted when a Covered Person determines whether to engage a Third Party, the Company will monitor relationships with its Third Parties according to the risk they present, if any, to ensure compliance with the Applicable Laws and this Policy.

8. Books and Records

As a public company, the Company is subject to certain accounting requirements. Specifically, the FCPA requires the Company to maintain books, records, and accounts that, in reasonable detail, accurately reflect the transactions and dispositions of the Company's assets. Further, the Company is required to implement a system of internal accounting controls sufficient to provide reasonable assurances that transactions are executed in accordance with management's general or specific authorization, are recorded as necessary to permit preparation of financial statements in conformity with United States generally accepted accounting principles, and permit access to the Company's assets only in accordance with management's general or specific authorization. In order to comply with these requirements, it is imperative that all Covered Persons maintain complete and accurate records with respect to all transactions undertaken on behalf of the Company, regardless of value. This applies to all payments, not just sums that would be "material" in the traditional financial sense.

9. Gifts, Entertainment, and Political and Charitable Contributions

- a. ***Gifts and Entertainment.*** Gifts and entertainment are appropriate when they are intended to promote a successful business relationship and/or goodwill with persons or entities with whom the Company maintains or may establish a business relationship. However, it is important for the Company and Covered Persons to maintain and preserve independence when dealing with Third Parties. Accordingly, Covered Persons must avoid any situation in which giving or receiving a gift or business entertainment would be – or could be – inappropriate, unlawful, or in conflict with the best interests of the Company.

As a general rule, no Covered Person should receive a payment or anything of value in exchange for a decision involving the Company's business. Further, Covered Persons are always prohibited from the solicitation of gifts, gratuities, or business entertainment for the benefit of a Covered Person or a Covered Person's friend or family member.

Occasional unsolicited gifts of nominal value or business entertainment may be permissible if they meet the following criteria: (i) they are customary in the trade or industry; (ii) they are given in connection with the development of a business relationship; (iii) they do not exceed a value considered reasonable and prudent by the Company's management; (iv) they are given and accepted without an express or implied understanding or expectation of personal obligation; and (v) they comply with Company policies and any applicable government laws, rules, and regulations. Such gifts or business entertainment should be given infrequently and any gifts or business entertainment in any form that would likely result in a feeling or expectation of personal obligation should not be offered, given, or accepted.

No Covered Person or other Company representative is permitted to directly or indirectly give, offer, ask for, or accept a gift or gratuity, or business entertainment, from an employee or other representative of any current or potential tenant, vendor, or service provider in

connection with an ongoing transaction or a proceeding between the Company and such other organization.

- b. ***Political and Charitable Contributions.*** Pursuant to the Company's Political Spending Policy, the use of the Company's funds, resources, or other assets for political purposes is prohibited. Additionally, contributions on behalf of the Company may not be made to any political candidate, referendum or initiative. Further, pursuant to this Policy, Covered Persons may not make any political or charitable contributions on behalf or at the request of a Third Party with the intent to improperly influence a business decision. Notwithstanding the foregoing, personal non-corporate contributions made solely by Covered Persons are allowed provided they are made in compliance with this Policy and the Company's Political Spending Policy.

Any questions or concerns regarding whether any gifts, entertainment, or political or charitable contributions may violate Applicable Laws or this Policy should be directed to the Compliance Officer.

10. Reporting Suspected Violations of this Policy

Covered Persons who have questions or are concerned that violations of this Policy should immediately contact (anonymously, confidentially, or otherwise) the Compliance Officer or otherwise report such conduct in compliance with the Company's Code of Ethics and Business Conduct Policy. You may also confidentially and anonymously report your concerns to the Company's Hotline, by telephone at 844-771-5044, or online at www.broadstone.ethicspoint.com.

Every Covered Person is expected to act proactively by asking questions, seeking guidance, and reporting suspected violations of the Policy.

11. No Retaliation

No Covered Person will be penalized for making a good-faith report of violations of this Policy, nor will the Company permit or tolerate retaliation of any kind against anyone who makes a good-faith report. If a Covered Person wishes to remain anonymous, he or she may do so.

12. Further Information

Any questions concerning this Policy or Applicable Laws should be directed to the Compliance Officer.

BROADSTONE NET LEASE, INC.

Anti-Bribery and Anti-Corruption Policy Certification

I have received a copy of and read the Anti-Bribery and Anti-Corruption Policy of Broadstone Net Lease, Inc. and its subsidiaries (the "**Company**"). I understand and agree to comply with the policies and procedures set forth in the Anti-Bribery and Anti-Corruption Policy.

I understand and agree that my failure to comply with the Anti-Bribery and Anti-Corruption Policy in all respects may constitute a basis for the termination for cause of my employment by or other service relationship with the Company, or other appropriate disciplinary action.

Signature: _____

Name: _____

Date: _____