

GREAT LAKES
DREDGE & DOCK
CORPORATION



FOREIGN CORRUPT
PRACTICES ACT
COMPLIANCE PROGRAM

2024 VERSION

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OVERVIEW

A. Why We Have This Program

Bribery and corruption have been common (*and illegal*) in many countries for many years. In 2012 (and as updated in 2020), the U.S. Department of Justice published comprehensive guidance on the Foreign Corrupt Practices Act, and the similar laws of several other countries, including the U.K., some of which are broader than (*and prohibit conduct that would otherwise be permitted under*) the Foreign Corrupt Practices Act. These laws are being vigorously enforced, and the potential penalties for failing to comply are severe. As a matter of good corporate policy, and to help manage our risk, Great Lakes Dredge and Dock Corporation and all of its subsidiaries (“GLDD”) believe it is important for all employees of GLDD, contracting partners, joint venture (“JV”) partners and agents to be aware of and comply with these laws. Doing so is good business, good public policy, and good ethics. In addition, it is the right thing to do.

B. What Can Happen If We Don’t Comply With These Laws

GLDD could get fined or penalized. Some companies that have violated these laws have paid hundreds of millions of dollars in fines and penalties. In several cases, they have also been required to implement much more rigorous and extensive compliance policies – often with expensive and intrusive government oversight.

GLDD could be forced to give up any benefits that it has received as a result of contracts related to the violations.

GLDD could lose its ability to work on government contracts.

GLDD could be disqualified from certain bids/tenders.

GLDD could receive bad publicity and damage its reputation.

If an investigation occurs, GLDD could be required to spend significant time, energy and resources responding to the investigation – even if the investigation ultimately reveals GLDD did nothing wrong.

Other companies might refuse to do business with GLDD.

GLDD could get in trouble with the U.S. Securities and Exchange Commission (*which regulates the stock market where GLDD shares are traded*).

The individuals involved could face disciplinary action and/or lose their jobs.

The individuals involved could face criminal charges, individual fines (*which GLDD cannot reimburse*), and/or jail.

C. What This Program Means For You

GLDD wants all of its employees and agents, to have a general understanding of what these laws require, how to spot potential problems and red flags, and where to turn for help if

you have questions about a transaction. The published guidance in this area involves a lot of general principles, but not a lot of bright-line rules, so the best response when you identify a potential problem or issue is usually to gather more facts and talk about the issue with someone who is familiar with the antibribery laws and GLDD’s policies, such as GLDD’s Chief Compliance Officer.

GLDD understands that cultures are different, business is competitive, other companies sometimes do things they shouldn’t, and requests for gifts and favors are often subtle. This program is designed to help make sure that as we continue to compete for business vigorously, we also do so ethically, legally, and on the basis of our experience, good service, and fair pricing – not bribes, gifts, or favors.

D. Where You Can Get Help If You Have Questions or a Problem to Report

Questions can be directed to the following:

Vivienne “Lie” R. Schiffer, Chief Compliance Officer / Chief Legal Officer
VSchiffer@gldd.com | (346)359-1034

Stephanie A. Espinoza, Vice President & General Counsel
SAEspinoza@gldd.com | (346)359-1120

Cheryle A. Stone, Senior Manager - Corporate Governance & Compliance – Legal Department
CAStone@gldd.com | (630)574-3028

Any problem or issue may also be reported, with the option of anonymously reporting, to the ComplianceLine Hotline.



GREAT LAKES DREDGE & DOCK CORPORATION FOREIGN CORRUPT PRACTICES ACT COMPLIANCE POLICY

1 OUR POLICY

Great Lakes Dredge & Dock Corporation corporate policy prohibits all improper or unethical payments, including payments to foreign officials, everywhere in the world. This is true even if payment to foreign officials is a customary business practice in the country in which the payment is made. The purpose of this policy is to ensure compliance with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the “FCPA”). GLDD may be required to follow other applicable anti-corruption laws and guidelines of other countries, such as the U.K. Bribery Act (*which is not limited to foreign officials*), and the principles set forth in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the “OECD Convention”).

As discussed in further detail below, the FCPA is a criminal statute that prohibits U.S. companies (*such as GLDD*) and their subsidiaries, employees, agents and representatives from bribing foreign officials in order to obtain or maintain business or otherwise secure an improper business advantage. In addition, the FCPA requires publicly-traded U.S. companies (*including GLDD*) to fulfill recordkeeping and accounting requirements designed to prevent off-the-book transactions, including kickbacks, bribes and slush funds.

OUR POLICY IS AS FOLLOWS:

No officer, employee, agent, advisor or intermediary of, or affiliated with, GLDD or its subsidiaries or divisions (collectively, the “Company”) shall offer, promise or make unlawful cash or in-kind payments or gifts to a foreign official or any other person to induce that official or any other person to affect any act or decision of a government or any other international organization or entity in a manner that will assist the Company in obtaining or maintaining business or otherwise secure an improper business advantage. Toward that end, every officer, employee and agent of the Company shall keep books, records and accounts that accurately and fairly reflect all transactions and dispositions of Company assets. All Company subsidiaries, business divisions, employees, representatives and agents must comply with the FCPA and in certain circumstances, other applicable anti-corruption laws, such as the U.K. Bribery Act and the principles set forth in the OECD Convention. We will conduct regular training and monitoring activities, and will audit our program, to ensure strict compliance and effective incident response.

These laws apply even to those who are not citizens of the U.S., and to acts that take place outside the U.S.

II. BACKGROUND INFORMATION ON THE FCPA

A. Anti-Bribery Provisions of the FCPA.

The first part of the FCPA contains **anti-bribery** rules. The anti-bribery provisions of the FCPA prohibit any corrupt offer, payment, promise to pay, or authorization to pay any money, gift, or anything of value to any “*foreign official*,” including a governmental official, any official of a public international organization, or any foreign political party, candidate or official, for the purpose of:

- influencing any act or decision of such party, official, or candidate in its, his or her official capacity;
- inducing such party, official, or candidate to do or omit to do an act in violation of the lawful duty of such party, official, or candidate;
- securing any improper advantage; or
- inducing such party, official, or candidate to use its or his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality;

in order to assist in obtaining or retaining business for or with, or directing business to, any person. For purposes of the above prohibition, an employee of a state-owned, commercial entity is also considered a “*foreign official*” under the FCPA.

The Act also prohibits any payment to a third party where the payor “*knows*” the third party will use any part of that payment for bribes. This “*knowledge*” standard imposes a duty on U.S. companies and individuals to select agents and other intermediaries, such as brokers and consultants, who do not have a reputation for making illegal payments or may, for other reasons, be anticipated to make illegal payments. Specifically, U.S. companies and individuals are prohibited from taking a “*head-in-the-sand*” attitude and from ignoring warning signs that should reasonably alert them of the high probability of an FCPA violation. Evidence of a “*conscious disregard*” or “*willful blindness*” of known circumstances that should reasonably alert one to the high probability of violations of the FCPA can constitute “*knowledge*.” In an effort to comply with the “*knowledge*” standard, GLDD must conduct a due diligence review, as required, on its agents, contracting partners, JV partners, and other intermediaries, such as brokers and consultants. Resources for conducting this due diligence review are attached in the Appendices.

In very limited circumstances, the FCPA permits “*facilitating*,” “*expediting*,” or “*grease*” payments made to a foreign official for the purpose of securing or expediting routine governmental actions. The list of routine governmental actions is small but includes such things as: the issuance of visas, work permits, and licenses; the clearance of goods through customs; and the provision of public services such as police protection, mail delivery and public utilities. However, in most countries, grease payments are viewed as bribes, violate local law, and could result in criminal penalties. In addition, other laws that have extraterritorial scope (*such as the U.K. Bribery Act, which applies to any company that does business in the U.K., including non-U.K. companies engaged in transactions outside of the U.K.*) do not contain exceptions for

facilitation payments, in any amount. From a public relations perspective, grease payments could also have a detrimental effect because they contribute to a public perception that a U.S. company supports a corrupt business and political environment. Given these factors, **GLDD’s corporate policy forbids facilitation payments altogether, unless they have been reviewed and approved by GLDD’s Compliance Officer.** If, in a rare instance, a facilitation payment has been approved and paid, such payment must be accurately reported in GLDD’s books and records. If certain actions are permitted by the FCPA, but prohibited by local laws (*and in certain circumstances other applicable anti-corruption laws, including the U.K. Bribery Act and the OECD Convention*), GLDD employees and agents may not go forward with such actions.

Similarly, it may be permissible to offer or pay for reasonable and bona fide expenditures, such as travel and lodging expenses of a foreign official, if such expenses are directly related to the promotion or demonstration of products or services, or to the execution or performance of a contract with a foreign government or agency. However, even a nominal payment or gift to a foreign official may amount to a violation of the FCPA if provided for corrupt purposes. Accordingly, GLDD’s Chief Compliance Officer must be consulted before paying or offering to pay travel or other expenditures of foreign officials. In several countries, there are laws or regulations that limit or prohibit gifts or expense reimbursements for certain public officials. Therefore, foreign counsel may also need to be consulted regarding these matters.

Finally, payments to foreign government officials that are permitted under the written laws and regulations of the recipient’s country are permitted under the FCPA. As a practical matter, however, it is highly unlikely that any country in which GLDD does business would permit a payment to a foreign official in exchange for business. Thus, **GLDD and its employees, agents, brokers, intermediaries, and other representatives are strictly prohibited – as a matter of GLDD policy – from offering or making any such payments, even if they are permitted under the recipient country’s laws.**

B. Record Keeping Provisions of the FCPA.

The second part of the FCPA covers the **recordkeeping** requirements that apply to registrants. The FCPA requires companies that are registered with the U.S. Securities and Exchange Commission, such as GLDD, to maintain “*reasonably detailed*” books and records, as well as a system of internal accounting controls, in order to reflect accurately all transactions and dispositions of assets. “*Reasonable detail*” is defined to mean “*such level of detail and degree of assurance as would satisfy prudent officials in the conduct of their own affairs.*” There is no standard of “*materiality*” under the FCPA, and each division and subsidiary must have reasonable recordkeeping and accounting controls for all payments, not merely sums that would be material in the traditional sense. The FCPA’s record-keeping provisions apply to both domestic and foreign operations and are meant to include domestic reporting and disclosure practices as well as those involved in foreign payments.

One issue that has been particularly problematic for some companies that have been involved in bribery investigations is attempts to mischaracterize a bribe as something else. **Calling a bribe something else does not change the fact that it is still a bribe, and doing so can create recordkeeping violations and liability, in addition to the potential bribery violations and liability.**

GLDD is covered by the FCPA's accounting provisions and must comply with the FCPA's books and records provisions. Our system of internal accounting controls helps enable GLDD to identify any irregularities in its accounts and could serve to alert GLDD that an agent or employee may have engaged in a violation.

C. Penalties for Violations.

The consequences of violating antibribery laws are severe. Violation of the FCPA and related laws can result in substantial fines for GLDD and can subject guilty GLDD employees and certain agents to prosecution, criminal fines and imprisonment. These penalties are in addition to disciplinary action that GLDD may take, which can include dismissal. Furthermore, the FCPA states that fines and penalties imposed upon individuals may not be paid directly or indirectly by the entity for which they may have acted. Thus, by law, any employee or agent found to have violated the FCPA could be personally liable for any penalties. In the past several years, litigation brought against organizations for non-compliance with the FCPA has increased significantly, along with the associated penalties. In addition to civil and criminal penalties, a person or company found in violation of the FCPA may be precluded from doing business with the U.S. government.

D. Additional Antibribery Laws.

There are two additional anti-bribery laws GLDD and its employees should know of and make certain they follow. The U.K. Bribery Act, which is referred to earlier in this Policy, and the federal Foreign Extortion Prevention Act (FEPA). The Bribery Act proscribes bribery payments to public officials, and it prohibits bribery including a commercial activity even though no government officials are involved. GLDD recently established a U.K. subsidiary, Great Lakes Dredge & Dock (UK) Limited. The broad jurisdictional scope of the U.K. Bribery Act, as explained below, makes its requirements applicable to GLDD personnel.

The U.K. Bribery Act

The globalization of business, and focus on ethical practices has contributed to the adoption of anti-corruption laws, by other countries similar to the FCPA. In April 2010, the United Kingdom enacted a comprehensive law, the Bribery Act of 2010.

The scope of the U.K. Bribery Act is broader than the FCPA. First, it has "extraterritorial" scope, meaning that the Act covers bribery payments made by U.K. companies, or potentially companies with U.K. subsidiaries, or a non-U.K. company that does business in the United Kingdom, regardless of where the illegal conduct took place. Second, unlike the FCPA, the U.K. Bribery Act applies a strict liability standard and the company may avoid liability of the offenses only if it had "adequate" compliance procedures to prevent bribery. Third, the U.K. Bribery Act prohibits the payment of bribes to foreign officials and prohibits the solicitation of bribes by foreign officials. Fourth, the U.K. Bribery Act applies to private sector persons and commercial bribery unlike the FCPA which is limited to government officials. Therefore, establishing a compliance program, as GLDD has done, reviewing and updating it are critical especially after the formation of GLDD's U.K. subsidiary.

Foreign Extortion Prevention Act

In December 2023, Congress enacted the Foreign Extortion Prevention Act (FEPA). This new law was designed to prohibit foreign officials from soliciting or receiving bribes in connection with business opportunities. While the FCPA prohibits the solicitation and payment of bribes by companies, the FEPA prohibits foreign officials from asking for bribes. To implement this law, the FEPA was added to the federal statute prohibiting bribery of public officials.

The FEPA adopted the broad definitions used by FCPA prosecutions but goes beyond them. The definition for “foreign official” now includes: (i) “anyone acting in unofficial capacity” for a governmental entity; and (ii) “senior foreign political figures” which is not clearly defined. Under the FEPA, persons who work for government-owned businesses, such as a public health system or an airline company may be considered “foreign officials” and any requests for gifts, money, or anything of value could be illegal.

III. GUIDANCE FOR ACCOUNTING EMPLOYEES

GLDD employees in accounting and finance roles should pay particular attention to accounts payable and disbursement transactions. Any expenses that are vaguely described should be flagged for further review, regardless of materiality. A bribe, however small, is a violation of the FCPA’s accounting provision. Moreover, even a “*commercial*” bribe violates accounting provision. For example, bribes may be characterized as one or more of the following:

COMMISSIONS OR ROYALTIES	MISCELLANEOUS EXPENSES	WRITE-OFFS
Travel/Entertainment Expenses	Petty cash	Client relationship
Rebates or Discounts	Free Goods	Business development
After Sales Services Fees	Intercompany Accounts	Consulting fees

If you see a suspicious transaction, take the following actions:

- Obtain full supporting documents behind the disbursement request.
- For foreign language invoices, seek a translation from an independent translator for further review.
- Compare payment amount and details (*i.e., the stated purpose of the payment*) to the invoice or purchase order request to see if they match.
- Look for signs of fictitious invoices, company names, or personnel.
- Confirm that the person requesting payment and the approver of the expense are two different individuals.
- Look for any irregularities in the payment approval process. For example, look out for payment requests with amounts just under the threshold amount necessary for multiple or second-tier approval.
- Closely monitor requests for change of expense classification or intercompany accounts.

In addition, accounting professionals should also look for the following warning signs of corruption:

- An abnormal or unexplained pattern of cash payments, either to a third party or to another individual within the organization.
- Pressure exerted by any party (*including a Company employee*) for payment to be made urgently or ahead of schedule.
- Request for payment from unrecognized third parties or in an unusual manner.
- Any arrangement to conduct business or make payments to an organization or individual via a third party not directly associated with that organization or individual.
- Abnormally high commission rates or fees being paid out to a particular agent whether as a single sum or split.
- A frequent or unjustifiable insistence that normal approval or decision-making process be sidestepped either through bypassing normal procedures, independent checks, or acting under delegated powers.
- Blocking activities such as audit and scrutiny that brings a degree of independent check and transparency to organization's activities. For example, submitting a "*manual request*" for a payment disbursement when it's usually done electronically.

If an accounting professional suspects a payment to be a bribe, he or she must suspend disbursement, inform the supervisor, and seek direction from the Chief Compliance Officer. If the bribe (*or suspected bribe*) is discovered after the disbursement takes place, it should still be immediately reported to the Chief Compliance Officer.

IV. REQUIRED COMPLIANCE FOR ALL GLDD EMPLOYEES AND AGENTS

To promote FCPA compliance, all of GLDD's employees and agents are expected to follow the following rules. Failure to do so will result in disciplinary action. Abiding by these rules will help ensure compliance with the FCPA and preserve GLDD's reputation for honest and fair dealing with governments and their representatives throughout the world.

- A. General Rules. The following rules have been established for all employees, directors and agents acting on behalf of GLDD, its subsidiaries, ventures and other related entities:
1. No unlawful payment or gift of any kind may be promised, offered, authorized or made to any foreign official or other person in order to induce that official or other person to use his or her position to obtain or retain business for GLDD or to obtain an improper business advantage, including but not limited to: (i) using his or her position to influence another person (*including a foreign official*); or (ii) using his or her position to make an unlawful payment or gift (*as specified above*) to another person (*including a foreign official*).

2. Notwithstanding the foregoing, expenditures for meals, entertainment and other normal social amenities spent on foreign officials are permitted, provided they are not extravagant, are related to the promotion of a product or performance of a contract, and are approved by the Chief Compliance Officer. Keep in mind that even nominal payments or gifts can violate the FCPA, the U.K. Bribery Act, the OECD Convention, or the anti-corruption laws of the recipient's country.
3. “Grease” or facilitating payments intended to expedite the provision or furnishing of routine government services (*e.g., payments to speed the issuance of visas*) are generally prohibited unless prior approval is obtained from the Chief Compliance Officer.
4. Each GLDD subsidiary, business division, employee and agent involved with foreign business transactions must ensure that “*reasonably detailed*” books and records are maintained, and structure or participate in a system of internal accounting controls, in order to reflect accurately all transactions and dispositions of assets. These requirements apply with particular force to payments made to foreign agents working on GLDD’s behalf.
5. Before making a donation or entering into any transaction or agreement (*or renewing an existing agreement*) with an Agent (*as defined in Section B(1) below*), international joint venture partner, charity, governmental owned entity, governmental officials, or international counterparty (the foregoing collectively referred to as “High Risk Situations”), required due diligence must be performed. This required due diligence should also be performed for any vendor or supplier that will be providing services having a connection with governmental agencies, and the services are of a material nature (*e.g., due diligence should be performed on customs brokers and freight forwarders, but will not be required for vendors who perform cleaning services*). For High Risk Situations the requirements specified in Subsection B entitled “Rules for Certain High-Risk Situations” must also be performed in addition to the general due diligence requirements set forth below:

DUE DILIGENCE REQUIREMENTS

- a. Complete the Anti-Bribery Risk Assessment Due Diligence Checklist attached hereto as **Appendix A**.
- b. If a commercial entity is involved, perform a Dun & Bradstreet search on the entity.
- c. Obtain a Corruption Perception Index Score for the country in which the transaction is occurring.

- d. Obtain an International Company Profile Report by the U.S. Department of Commerce attached hereto as **Appendix B**.
 - e. Search for the names of the entity and/or individuals in the U.S. Government's consolidated export compliance screening list.
- B. **Rules for Certain High-Risk Situations**. In addition to guidelines set forth above, the nature of GLDD's business involves a number of circumstances that make compliance especially important. For any new or renewed relationships or agreement with Agents, JV partners or contract partners, a contract must be entered into with such entities. For Agents, the contract is an Agency Agreement, an example is attached hereto as **Appendix C**; and for any other contract, such contract must contain certain FCPA language similar to which is contained in **Appendix D** (for JV partners or contract partners). Further, for the entities specified in this *Subsection B*, all such entities must execute a Foreign Corrupt Practices Act Certificate, similar in form attached hereto as **Appendix E**.
1. **Agents** – Because the actions of a third party acting as an agent, broker, intermediary, representative, or consultant of GLDD (an “**Agent**”) can expose GLDD to liability under the FCPA, great care should be taken in the retention of such persons. GLDD does not prohibit using Agents, but before engaging an Agent, the GLDD employee wishing to engage the Agent must demonstrate a legitimate business reason for using an Agent and why using an Agent is necessary. Examples of legitimate business reasons for using an agent include: (i) operating in jurisdictions where use of a local agent is mandatory; (ii) getting assistance from an Agent to obtain information about tenders and copies of documentation needed to submit a bid; and (iii) having an Agent help with making introductions and setting up meetings. Agents are not allowed – with or without GLDD's knowledge or active participation – to offer anything of value to a foreign government official to obtain or maintain business or otherwise obtain a business advantage for GLDD. A sufficient due diligence investigation must be undertaken prior to retention of any Agent to ensure that the representative does not intend to engage in any improper practices. Thus, GLDD must perform due diligence on its Agents and their key employees before entering into any type of arrangement. For all new Agents, a reference check must be conducted using the Business Reference Form attached hereto as **Appendix F** for any such reference check; and **Appendix D** as referenced above, contains the form of Agency Agreement that should be used with all new agents and all renewals of arrangements with existing agents.
 2. **Government-Owned Businesses** – In many countries, it is a common practice for government officials to own or operate business enterprises. While the FCPA and related laws do not prohibit legitimate business relationships with business enterprises owned or controlled by foreign officials, great care must be taken to avoid any association with any such enterprise in circumstances that might constitute a violation of or attempt to evade the FCPA. If you

become aware of such a situation, you must notify the Chief Compliance Officer and perform due diligence on the business and its key personnel before entering into an arrangement with a Government-Owned Business.

3. International Joint Ventures and Counterparties – GLDD is engaged in a number of joint ventures that may do business with foreign governments or entities that are otherwise related to foreign governments, and in business relations with international counterparties. Where GLDD, directly or indirectly, is the controlling party of the joint venture, it is clear that corrupt payments made by the venture are prohibited and would expose GLDD to potential liability. GLDD may also be held liable for corrupt payments made by a joint venture even if GLDD is not the controlling party of the joint venture, which would include but not be limited to, being a minority shareholder in the joint venture or not having the day-to-day control of the venture’s activities. Thus, GLDD must perform due diligence on its joint venture partners and their key employees. Additionally, because U.K. law prohibits bribery in connection with GLDD’s private sector business as well, due diligence should be performed with regard to an international counterparty in a new relationship, whether or not that counterparty has any immediately-apparent connection to any foreign government. GLDD employees should consult with the Chief Compliance Officer in order to determine precisely what steps need to be taken before entering into an agreement with a potential joint venture partner or international counterparty.
 4. Charitable Donations – It is common for a U.S. company to make donations to foreign charities in countries in which that company is engaging in business in order to create a sense of goodwill with the local population. U.S. authorities sometimes scrutinize these foreign charitable contributions for violations of the FCPA. Corruption may be present, for example, if a foreign government official responsible for a transaction with a U.S. company also has an interest in or a position with a foreign charity that receives donations from the same company. In light of these risks, GLDD policy requires due diligence to be performed on foreign charities prior to making donations to them. GLDD employees must consult the Chief Compliance Officer before making a charitable contribution on behalf of GLDD.
 5. Hiring Government Officials – In general, no JV partner, Agent, or an employee thereof, may be an officer, employee, or agent of any government or military, or any department, agency, corporation or instrumentality thereof, or of any political party or a candidate for political office. An exception, however, could be made, if approved by the GLDD’s Chief Compliance Officer and if approval is granted, due diligence must be performed before hiring such official.
- C. Training. GLDD conducts periodic FCPA training for the benefit of all employees whose duties could potentially bring them into dealings with government officials or entities, or private counterparties, in circumstances that could give rise to compliance incidents under the laws set forth above.

This training may be in a variety of formats, including live classes, teleconferences, online web-based self-study training, or webcast presentations.

- D. Monitoring. The Chief Compliance Officer and the Internal Audit Department will perform monitoring procedures and/or audits with regards to this Program.
- E. Reporting Violations – Whistleblower Hotline. GLDD has established a confidential reporting mechanism for employees and Agents who observe acts that may be in violation of the FCPA or other anti-bribery laws. Any transaction that might give rise to a violation should be reported via the ComplianceLine whistleblower hotline of GLDD. All such reports will be treated as confidential, to be used only for the purpose of addressing the specific problem. Such reports will be shared by GLDD management and other authorized individuals only on a need-to-know basis. GLDD will take no adverse action against any person who makes such a report as long as a report is made honestly and in good faith. Employees must note, however, that failure to report known or suspected wrongdoing of which an employee has knowledge may subject that employee to disciplinary action.

GLDD employees may report actual or potential FCPA violations on an anonymous basis via the ComplianceLine whistleblower hotline at the web address or hotline number listed below:

<p>ANONYMOUS HOTLINE PHONE NUMBER 1-888-579-1670</p> 	<p>ONLINE gldd.mycompliancereport.com</p> 
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APPENDIX A

ANTI-BRIBERY RISK ASSESSMENT DUE DILIGENCE CHECKLIST

ANTI-BRIBERY RISK ASSESSMENT DUE DILIGENCE CHECKLIST

INSTRUCTIONS: For items 1-4, check all that apply. A space for comments is provided below in item 5. In addition, please gather the information described in item 6, then submit this completed Checklist and the results of the information described in item 6 to the Chief Compliance Officer before proceeding with the transaction.

1. TRANSACTION RISK -- The proposed transaction involves:

- Licenses or permits
- Demands for unusually high commissions (or other indications that a portion of the payment will be passed on)
- Requests that transaction be made in (or recorded as) cash.
- Public procurement/sales to a government agency (including public project bids/tenders)
- Possible use of GLDD's assets for the benefit of a third-party
- Gifts, hospitality or travel expenditures
- Employment of, or purchases from, persons connected to government officials
- Lobbying government on policy or regulations.

2. BUSINESS OPPORTUNITY RISK

- The proposed business engagement involves third party agents or sub-contractors
- The role of parties involved in getting the business is unclear
- A person or entity that is not a GLDD employee will serve as GLDD's agent
- There is no legitimate business rationale/objective for this engagement
- The proposed transaction is unusually important to GLDD (e.g., the project, if obtained, would represent a substantial portion of GLDD's potential revenue for the year)

3. BUSINESS SECTOR RISK - The proposed engagement:

- Involves large-scale infrastructure
- Involves high value, complex, and/or long term contracts
- Is in an industry that is highly regulated

4. THIRD PARTY RELATED RISKS

- The intermediary has a history of corruption
- The intermediary refuses to provide FCPA representations or certifications
- The agent or intermediary is recommended by a government official
- The intermediary lacks the organizational resources to undertake representation of GLDD
- The agent or intermediary lacks familiarity with and adherence to principles of the FCPA

Other factors may also be important, such as: (a) the intermediary's years of experience, geographical coverage, and probability of success; (b) the qualifications of the intermediary's professional and support staff; (c) the reputation of intermediary's other clientele; (d) prior dealings and payments made to the intermediary by GLDD; and (e) whether the intermediary's value appears to be based on connections (as opposed to skill or experience).

5. COMMENTS ON ITEMS 1-4 AND ANY OTHER SELF-IDENTIFIED RISKS

6. Please obtain and attach the following:

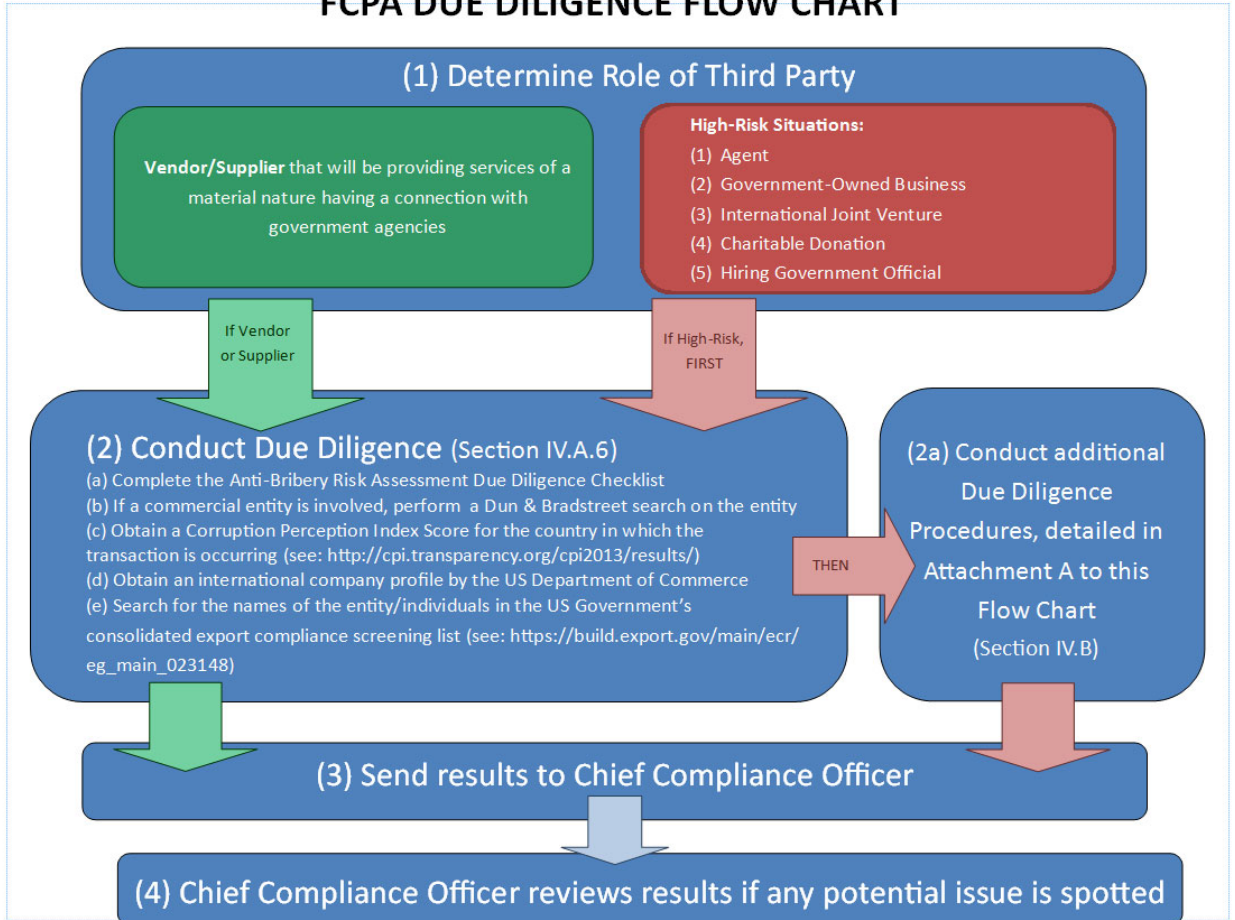
- a. If a commercial entity is involved, conduct a Dun & Bradstreet search on the entity and attach a copy of the results.
- b. Obtain a Corruption Perception Index Score for the country in which the transaction is occurring (see: <https://www.transparency.org/en/cpi/2023>)
- c. Obtain an international company profile report from the U.S. Department of Commerce
- d. Search for the names of the entity and/or individuals in the U.S. Government's consolidated export compliance screening list, which is available at: <https://www.trade.gov/consolidated-screening-list>, and report any matches.

Once the checklist is complete and the items described in Item 6 are attached, please sign the form and submit it to the Chief Compliance Officer for review.

Signature: _____ Dated: _____

Due Diligence Flow Chart and Attachment A to Flow Chart

FCPA DUE DILIGENCE FLOW CHART



Attachment A to FCPA Due Diligence Flow Chart Rules for Certain High-Risk Situations (Section IV.B)

Agents

- Perform due diligence on agents and their key employees
- Conduct Reference Check on Agents and key employees using form contained in Appendix B
- Use form contract found at Appendix C

Government-Owned Businesses

- Take care to avoid association with business if it might constitute an evasion of the FCPA
- Notify Chief Compliance Officer
- Perform due diligence on the business and its key personnel before entering into an agreement

International Joint Ventures

- Where GLDD is the controlling party of the JV, corrupt payments made by the JV are prohibited
- Even if GLDD is not the controlling party, perform due diligence on JV and its key employees
- Consult Chief Compliance Officer to determine precisely what steps need to be taken

Charitable Donations

- Even goodwill donations are scrutinized and can be considered corrupt if a foreign government official involved in a transaction with a US company also has an interest in the charity
- Perform due diligence on the charity and consult with the Chief Compliance Officer before donating

Hiring Government Officials

Unless approved by the Chief Compliance Officer and due diligence is performed, no international JV partner, Agent, or an employee thereof, may be an officer, employee, or agent of any government or military, or any department, agency, corporation or instrumentality thereof, or of any political party or a candidate for political office .

Consult Section IV.B for more detailed guidance regarding identifying
and resolving these High-Risk Situations

APPENDIX B

INTERNATIONAL COMPANY PROFILE REQUEST FORM

Service Request Form For International Company Profile (ICP)



OMB No.0625-0143 Expires: 11/30/2024

General Information

Request Date:

Type of Service Requested:

International Company Profile - Full

International Company Profile - Partial

Information about the Requesting Company

The requesting company must be a U.S. firm and the ICP must be ordered for a potential U.S. export sale or commercial venture overseas.

Company Name:

Contact Name:

Contact Title:

Organization:

Address:

Telephone:

Email Address:

Website:

ICP Full Only: Do you authorize the *international field office* to disclose the name of the requesting company to the target company or individual? *NOTE: We strongly recommend that you allow the international field office to disclose your identity to the target company. Failure to do so may seriously impair the office's ability to collect information from, and/or to meet with, the target company.*

Yes

No

Information about the Ultimate Client (if applicable, otherwise leave blank)

If you are requesting this service on behalf of a client, provide the following information about your client.

Organization:

Address:

Telephone:

Website (URL):

ICP Full Only: Do you authorize the *international field office* to disclose the name of the requesting company to the target company or individual? *NOTE: We strongly recommend that you allow the international field office to disclose your identity to the target company. Failure to do so may seriously impair the office's ability to collect information from, and/or to meet with, the target company.*

Yes

No

Information Requested on the following International (“Target”) Company

Contact Name:		Contact Title:	
Organization:			
Address:			
Telephone:			
Email Address:			
Website:			

LEGAL DISCLAIMER: The US&FCS makes every reasonable effort to ensure the accuracy and completeness of the information that it provides to Company/Participant. The US&FCS provides this information as an additional resource for Company/Participant to use in the exercise of its business judgment. Company/Participant should conduct its own due diligence before entering into a business relationship or otherwise relying on this information. When utilizing the information provided, Company/Participant is responsible for complying with all applicable laws and regulations of the United States, including the U.S. Foreign Corrupt Practices Act (FCPA). The ICP Full/ICP Partial can provide useful information to a company in conducting its own due diligence, but does not constitute US&FCS certification or assurance of compliance with the FCPA. The US&FCS is not liable for the consequences of any business decisions made by Company/Participant.

Public reporting for this collection of information is estimated to be 10 minutes per response, including the time for reviewing instructions, and completing and reviewing the collection of information. All responses to this collection of information are voluntary, and will be provided confidentially to the extent allowed under the Freedom of Information Act. Notwithstanding any other provision of law, no person is required to respond to nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Clearance Officer, International Trade Administration, Department of Commerce, Room 4001, 14th and Constitution Avenue, N.W., Washington, D.C. 20230. OMB No.: 0625-0143, Expires: 07/31/2018

Your satisfaction is our top priority. Please inform us of any questions or concerns and we will work quickly and effectively to meet your needs.

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We will protect business confidential information to the extent provided under Federal law.

APPENDIX C

FORM OF AGENCY AGREEMENT

AGENCY AGREEMENT

This Agreement is made the _____ day of _____ 20__ between **GREAT LAKES DREDGE & DOCK COMPANY, LLC**, 9811 Katy Freeway, Suite 1200, Houston, Texas 77024 USA (hereinafter called “GLDD”) of the first part and **[INSERT AGENT’S NAME]** (hereinafter called the “Agent”) of the second part to act as an Agent for the sale of GLDD’s services in _____ (hereinafter called the “Territory”).

WHEREAS

GLDD provides the services and the Agent desires to promote GLDD’s services within the Territory.

IT IS HEREBY AGREED AS FOLLOWS:

1. This Agreement supersedes and shall operate to the exclusion of all previous agreements, whether written or oral, between all or any of the parties hereto insofar as they relate to GLDD’s services within the Territory.
2. The Agent shall be entitled to describe himself as the sole representative of GLDD for the promotion and sale of GLDD's services within the Territory and the Agent may communicate with clients, prospective clients and others either in that capacity or in his own name as may be required.

THE AGENT

3.1 Agrees to promote the services of GLDD within the Territory.

3.2 Undertakes to provide GLDD with the following assistance, as when and if requested by GLDD, in connection to, and performance of, a contract won by GLDD.

3.2.1 Pre-award assistance

- a. To advise, assist and consult with GLDD in connection with the preparation of prequalification documents, tenders, or other documents required to be submitted by GLDD within the Territory.
- b. To assist GLDD with respect to negotiations relating to the award of a contract to GLDD.

3.2.2 Post-award Assistance

- a. To assist in providing administrative advice which may be required and requested by GLDD for the fulfillment of its obligations under the contract.
- b. To advise GLDD in its relationship with the customer during the performance of the contract.
- c. To advise and assist GLDD in matters relating to the Territory’s customs, laws, labor regulations, import and export customs duties, housing and any other information necessary for the execution of the contract.
- d. To assist GLDD with respect to securing visa, work permits and other formalities required for GLDD’s work force.

- e. To assist GLDD in efforts to ensure prompt payments from the Customer, and if needed, to assist in any debt collection within the Territory.
- 3.3 Is in no way the legal representative of GLDD and has no right or authority to assume any obligations or make any representations of any kind which are or might be binding upon GLDD.
- 3.4 Does not have the power, without written authority by GLDD, to submit quotations or accept orders for the services of GLDD in the Territory or to alter or modify the terms of any such quotations made or contracts entered into by GLDD.
- 3.5 Does not have the authority to incur any debts or liabilities in the name of GLDD or to pledge the credit of GLDD in any way.
- 3.6 Agrees to full compliance with the provisions of the Foreign Corrupt Practices Act and any other applicable anti-bribery laws, regulations, treaties and conventions.
- 3.7 Agrees to not represent any other dredging company without written approval from GLDD.
- 3.8 Is prohibited from assigning its rights to a third party that has not been vetted to the same standards as the Agent, and from employing a third party to provide the services outlined in this agreement without first obtaining the approval of GLDD.
- 3.9 Agrees to allow GLDD to audit its books and records upon credible allegations of misconduct or reasonable suspicion of improper payments.
- 3.10 Agrees to inform GLDD with prompt notice of a change in the ownership of the Agent.
- 3.11 Agrees to keep the contents of this Agreement and all information whether of a technical or commercial nature acquired by the Agent from the Company confidential, and shall not furnish copies of it to any person or disclose it without prior written approval by the Company.

GLDD

- 4.2 At the Agent's request, and if the requested work is within the capabilities of GLDD and equipment schedules permitting, address a quotation directly to a customer.
- 4.3 Upon receipt of any inquiry for GLDD's services in the Territory from sources outside the Territory or from sources other than the Agent from within the Territory refer such inquiry to the Agent and agree the manner of handling.

AGENT'S COMPENSATION

- 5.1 GLDD agrees to pay a fee to the Agent based on the contract revenue received by GLDD on contracts awarded to GLDD within the Territory.
- 5.2 The fee will be paid as specified in the Payment Schedule attachment which is incorporated into and made a part hereof.
- 5.2.1 GLDD shall, in its sole discretion, pay fees in either U.S. dollars or in the currency in which Company receives payment from the customer.
- 5.2.2 The fee will be paid on a pro-rata basis and payment of the fee to the Agent will be made within 30 days of the customer's payment to GLDD. All fee payments shall be made by check or wire transfer in the name of the Agent to such bank in the country of Agent's registered address.
- 5.2.3 If GLDD participates in a joint venture with respect to a contract in the Territory, then only GLDD's share of the joint venture's contract revenue is eligible for the fee. If GLDD subcontracts a portion of the Contract scope to others, then that portion of revenue will be excluded from the fee calculation.
- 5.2.4 If GLDD enters into a joint venture for a project in which the Agent's company or a company under the control of the Agent is a partner within the joint venture then the Agent will waive any fee due him by GLDD for that project.
- 5.2.5 No payment shall be made to the Agent other than in strict accordance with the terms of this Agreement.

DURATION AND TERMINATION

- 6.1 This Agreement will remain in force for a period of three (3) years from the date of signing and will automatically expire unless extended in writing by GLDD and the Agent.
- 6.2 Upon termination of this Agreement (for whatever reason) no compensation or terminal payment shall be due from any party save only that fee due in accordance with Clauses 5.1 and 5.2 hereof which shall be paid in accordance with the provisions of this Agreement by GLDD to the Agent in respect of inquiries that are clearly defined by the Agent at the date of termination and that all other payments due between the parties hereto shall be made in accordance with provisions of this Agreement.
- 6.3 This Agreement will automatically be terminated in the event of any of the following:
- 6.3.1 Any of the respective parties ceasing business or being declared bankrupt.
- 6.3.2 Any of the respective parties amalgamating with or becoming controlled by any other person, company or group.
- 6.3.3 Any of the respective parties not adhering to the provisions of Foreign Corrupt Practices Act or any anti-bribery law.

APPLICABLE LAW

- 7.1 This Agreement shall in all respects be interpreted in accordance with the laws of the State of Illinois, United States of America.

72 Any dispute or difference arising under this Agreement which cannot be settled amicably between the parties within 30 days after notice from any party to the other party shall be finally settled in binding arbitration in accordance with the rules of the International Chamber of Commerce.

[INSERT AGENT NAME]

Signed by: _____

Title: _____

FOR AND ON BEHALF OF GREAT LAKES DREDGE & DOCK COMPANY, LLC.

Signed by: _____

Title: _____

PAYMENT SCHEDULE ATTACHMENT

(PART OF THE AGENCY AGREEMENT)

NOTE: To be completed when negotiating the agreement with the agent.

APPENDIX D

FCPA LANGUAGE

FCPA Contract Language

_____ warrants, agrees and undertakes to GLDD that (i) it shall comply with all laws, regulations, decrees and/or official government orders or requirements applicable (A) to _____ and/or (B) to the performance of the obligations under this Agreement, including, as applicable, the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act and any other applicable anti-bribery, anti-money laundering and/or anti- terrorism laws or regulations; (ii) _____ has not made, given, offered, promised or authorized any improper or illegal payment, gift, advantage or other thing of value, whether directly or indirectly, to any third party, including, without limitation, any public official; and (iii) _____ will not make, give, offer, promise or authorize any improper or illegal payment, gift, advantage or other thing of value, whether directly or indirectly, to any third party, including, without limitation, any public official, for any improper or illegal purpose, including to improperly influence actions or decisions of any third party, to secure any improper advantage or to improperly obtain or retain business.

APPENDIX E

FOREIGN CORRUPT PRACTICES ACT CERTIFICATE

FOREIGN CORRUPT PRACTICES ACT CERTIFICATE

The undersigned, _____, in my capacity as _____ of _____, organized under the laws of _____, (“Contracting Party”) does hereby represent, warrant and certify to Great Lakes Dredge & Dock Company, LLC. (“GLDD”) the following:

1. I have received from GLDD a copy of the U.S. Foreign Corrupt Practices Act of 1977 (15 U.S.C. 78dd-1, *et seq.*) as amended (the “FCPA”) and Foreign Extortion Prevention Act, 18USC §201 and a copy of GLDD’s policy on FCPA compliance. I hereby confirm that I have reviewed and that I understand these materials.
2. I agree to comply with Anti-Corruption Laws (*defined below*) and shall not cause Contracting Party or Company to be in violation of any Anti-Corruption Law.
3. I understand that “Anti-Corruption Laws” means collectively the FCPA, the U.K. Bribery Act and all applicable laws of other jurisdictions as well as, regulations, orders, judicial decisions, conventions and international financial institution rules regarding corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to public officials and private persons, agency relationships, commissions, lobbying, books and records, and financial controls.
4. I shall not, directly or indirectly through third parties, pay, promise to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the giving of anything of value to a Public Official or Entity (*as defined below*) for purposes of unduly obtaining or retaining business for or with, or directing business to, any person, including without limitation, Contracting Party or Company by:
 - (i) influencing any official act, decision or omission of such Public Official or Entity;
 - (ii) inducing such Public Official or Entity to do or omit to do any act in violation of the lawful duty of such Public Official or Entity;
 - (iii) securing any improper advantage;
 - (iv) Inducing such public official or entity to affect or influence any act or decision of another Public Official or Entity.
5. I understand that Public Official or Entity means (i) an officer, employee, agent or representative of any government or military; (ii) any department, agency, corporate entity, instrumentality or political subdivision of any government or military; (iii) any person or commercial entity acting in an official capacity for or on behalf of any government or military; (iv) any candidate for political office, any foreign political party or any official of a foreign political party; or (v) any officer, employee, agent or representative of any public international organization.
6. I shall ensure that no part of any payment, compensation, reimbursement or fee will be used directly or indirectly as a corrupt payment, gratuity, emolument, bribe, kickback or other improper benefit to a Public Official or Entity. All hospitality or customary gifts to be given to Public Officials or Entities shall be discussed with GLDD prior to being given.
7. I have not in the past provided any corrupt payment, gratuity, emolument, bribe, kickback or other improper benefit to a Public Official or Entity and have not otherwise engaged in any activity prohibited by any applicable Anti-Corruption Law.

8. I have no knowledge of any past, current or future actual or potential conflict with or violation of any Anti-Corruption Law involving me or any individual or entity associated with or doing business on behalf of or with the Contracting Party.
9. I shall notify GLDD immediately if at any time I become aware of any past, current or future act resulting in an actual or potential conflict with Anti-Corruption Laws, or if a customer makes a request for an inappropriate payment.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the _____ day _____, _____.

Name

Title

Address

APPENDIX F

BUSINESS REFERENCE FORM

NOTE: To be filled out by the individual or the company providing the reference or by a GLDD employee interviewing the reference. It should not be completed by the representative that is receiving the reference.

BUSINESS REFERENCE FORM

DATE:

PROPOSED AGENT:

REFERENCE'S NAME:

REFERENCE'S ADDRESS:

We are currently considering whether to retain [INSERT REPRESENTATIVE'S NAME] ("Representative") as a representative in [INSERT TERRITORY] ("Territory"). Representative has listed you as a business reference. We would be very grateful if you would provide responses to the following questions and return an executed version of this form.

1. How long have you worked with Representative?

2. Please describe your relationship with Representative and confirm whether it is of a business or personal nature?

3. Please describe your impressions of Representative's business practices:

4. Please describe your impressions of Representative's ethics:

5. In your opinion, how is Representative's regarded in the local business community of Territory?

6. Are you aware of any personal ties that Representative may have with the political, government or military establishment of Territory?

7. Are you aware if Representative employs any current government or military officials?

8. In your view, is Representative qualified to represent a U.S. company that engages in business in Territory?

Reference Name: _____

_____ Date

Title: _____

Company: _____

Address: _____