



Supplier Code of Conduct



Supplier Code of Conduct

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Introduction

Great Lakes Dredge & Dock Company (“GLDD” or the “Company”) is committed to conducting all business activities with strict adherence to ethics, honesty, and integrity, and with a focus on safe operations. We require all suppliers, sub-suppliers, vendors, contractors, sub-contractors, consultants, and each of their respective employees, and any other third parties involved with the execution of GLDD work (“Suppliers”) whether providing products or services to GLDD or its customers, to comply with the standards of business conduct in this Supplier Code of Conduct (“Code”).

Together, we can ensure that all activities performed are not only in compliance with laws but also have a positive impact on all key stakeholders.

GLDD requires that Suppliers implement and be fully compliant with this Code. Additionally, should any customer of GLDD require that GLDD comply with its own code of conduct, then Supplier acknowledges and agrees that it will abide by such code(s) upon receipt of a copy of the code from GLDD. Violations of this Code may result in adverse consequences, including removal of Supplier personnel from GLDD offices or facilities, immediate termination as a GLDD Supplier, and/or legal action.

Should Suppliers be permitted to subcontract all or any portion of their services to third parties, Suppliers will ensure that their subcontractors comply with the applicable provisions of this Code and any applicable customer code(s) of conduct, and will provide the subcontractor with copies of the applicable code(s) of conduct. It is the responsibility of the Supplier to ensure full compliance of all of its subcontractors with the Code.

Nothing in this Code is intended to grant any additional rights or expectations to a Supplier or modify or otherwise limit any of GLDD’s contractual or legal rights. This Code is not a modification of any Supplier agreement. It is subject to updating and modification at GLDD’s sole discretion.



Ethics & Compliance

GLDD is committed to the highest ethical standards and requires all employees of the Company to adhere to a strict code of conduct. Likewise, we require all Suppliers to show commitment to the highest standards of ethical behavior.

Suppliers shall be in full compliance with all local, state and country specific regulations. Any notice of violation of any law by Supplier will be promptly addressed by Supplier, and Supplier agrees to notify GLDD of any such alleged violations, including specific actions taken to address the issues.

The following are strictly prohibited: bribery, corruption, conflict of interest, falsification of documents, collusive bidding, price fixing, other monopolistic practices, price discrimination, unfair trade practices, and participation in or support of an illegal boycott. Suppliers shall take appropriate steps to protect confidential and proprietary information belonging to GLDD and its customers.

01 Ethics & Compliance

1.1 Business Records and Internal Controls

Suppliers must maintain accurate and complete financial and operational records and maintain a system of effective internal controls including the retention and disposal of business records in accordance with applicable laws and contractual obligations. Such records include accurate and complete records of all transactions with GLDD, and must be available for review by GLDD as necessary.



1.2 Confidentiality

Protection of confidential and proprietary Company business information is essential. Such information includes all non-public information related to Company business. Suppliers agree not to disclose non-public information related to GLDD except as required by law, or with the explicit written consent of GLDD, and then only in limited circumstances. Suppliers acknowledge that GLDD's securities are registered on a national securities exchange, and that, as such, (a) GLDD is subject to Regulation FD promulgated by the Securities and Exchange Commission, and (b) Regulation FD prohibits any person who has received from GLDD material non-public information concerning GLDD from purchasing or selling our securities. Suppliers may not use or share material non-public information concerning GLDD for the purpose of trading in GLDD or other securities.

1.3 Anti-Bribery & Compliance with the Foreign Corrupt Practices Act

Bribery and corruption are unacceptable and strictly prohibited. A "bribe" is an offer to give, giving or promising to provide cash payments, gifts, travel, entertainment, favors or other business courtesies for the purpose of improperly influencing decisions to gain a business advantage. The Company is committed to complying with the U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act, and any other applicable anti-corruption and anti-bribery laws, and requires Suppliers to commit to compliance with these laws. Suppliers shall not offer or accept bribes or use other means to obtain an unfair or improper advantage.

1.4 Conflicts of Interest

Suppliers and their employees may not benefit personally from their relationship with GLDD or engage in activities that conflict with the interests of GLDD. An organizational conflict of interest ("OCI") means that because of activities or relationships with other persons, a person or company may be unable to render impartial assistance or advice to the government, may have impaired objectivity in performing contract work, or may have an unfair competitive advantage. Suppliers should promptly report any potential conflicts of interest, including organizational conflicts of interest, to GLDD to avoid any possible violations of this policy.

1.5 Fair Competition

GLDD is committed to fair and open competition in markets around the world. It is the policy of the Company to comply in all respects with the antitrust and competition laws of the United States, individual states, and other jurisdictions in which it operates. Suppliers are expected to compete fairly, comply with antitrust and competition laws, and generally refrain from any practices that could be construed as anti-competitive or monopolistic.

01 Ethics & Compliance

1.6 Logistics and Trade Compliance

The U.S. government uses economic sanctions and trade embargoes to enforce various foreign policy and national security objectives, such as the regulation of transfers internationally of certain equipment or technology. Suppliers must abide by all such sanctions and export laws, whether they apply to foreign countries, political organizations, or foreign individuals and entities.

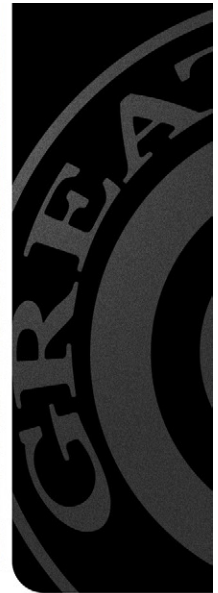
1.7 Data Privacy Statement and Information Security

Suppliers must follow all applicable data protection, privacy, and information security laws in the countries in which they operate and be committed to respecting and protecting the privacy of individuals (including, without limitation, GLDD clients, GLDD employees or other Suppliers). Supplier may provide personal data (as defined by applicable laws) to GLDD, and such data may be obtained by GLDD indirectly through internal security systems or other means, in connection with doing business with GLDD. Supplier is responsible to ensure that it only provides personal data to GLDD that Supplier has the authority to disclose and grant use of such data by GLDD. By entering into any business transaction with GLDD, Supplier grants to GLDD the use of such data for purposes of such transaction. Supplier understands that GLDD will use such personal data as necessary for conducting business with Supplier, subject to applicable laws.

1.8 Gifts and Entertainment

GLDD employees are prohibited from giving or accepting any gifts of more than token value. The meaning of “token value” may vary given the circumstances, but a good rule of thumb is that gifts with a value of \$50.00 or more should not be given. Any kind of payment, loan, or unusually lavish hospitality (such as expensive meals or entertainment) from Suppliers is also prohibited. Gifts to GLDD employees that violate GLDD policy will be returned to Suppliers or handled in a manner that complies with our internal policies, and GLDD requests that Suppliers be mindful of and comply with this prohibition.





Environmental, Health & Safety

The health and safety of our team members, customers, Suppliers and all visitors to our sites is our top priority.

Through our Incident and Injury Free® (“IIF®”) safety philosophy, GLDD establishes specific safety related policies and procedures designed to ensure safety and to address any safety incidents that might occur. Further, GLDD recognizes that its operations may occur in ecologically sensitive areas, and strives to refine operations to minimize unintended environmental impacts. GLDD requires Suppliers to demonstrate adherence to GLDD’s commitment to providing a safe and healthy workplace and conducting operations in an environmentally responsible manner.

02 Environmental, Health & Safety

2.1 Provide A Safe & Healthy Work Environment

Suppliers shall establish and implement procedures that promote a safe and healthy work environment including eliminating physical hazards, identifying and addressing potential risks to prevent accidents, providing appropriate training to ensure their and their subcontractors' staff perform work safely, and providing all necessary Personal Protective Equipment ("PPE") to reduce risk of injury or illness.

Workers shall not be disciplined for raising safety concerns and shall have the right to refuse unsafe working conditions without fear of reprisal. Suppliers shall establish procedures and systems to manage, track, and report occupational injury and illness.

Further, to the extent applicable and upon notice by GLDD, Suppliers will comply with more stringent requirements from GLDD customers including specific requirements from the U.S. Army Corps of Engineers ("USACE").

2.2 Environmental Compliance

At GLDD, environmental considerations are an integral part of our business practices. Suppliers shall conduct operations in an environmentally responsible manner in accordance with all applicable laws and specific requirements by customers of GLDD, including the USACE. Suppliers shall be sensitive to their impact on the environment (including but not limited to air emissions, water discharge, toxic substances, and hazardous waste disposal) and local communities. Suppliers must use care in handling hazardous materials or operating processes or equipment that use hazardous materials to prevent unplanned releases into the workplace or the environment.



2.3 Drugs and Alcohol

Suppliers must be free from the influence of alcohol and drugs, including Improper Prescription Medicine Use, when conducting business on behalf of GLDD, whether on or off GLDD's or a GLDD customer's premises. "Improper Prescription Medicine Use" means the use of any otherwise legal prescription medicine which is (a) improperly used, (b) used by a person other than for whom it was prescribed, or (c) the use of which causes an unsafe working condition or other risk of harm to the person using the medication or to another person.



Labor & Human Rights

All workers have the right to work in an environment that provides them basic labor and human rights.

Suppliers must uphold the human rights of workers and treat them with dignity and respect.

3.1 Equal Employment Opportunity

Equal Employment Opportunity (“EEO”) is a core value of GLDD. The Company will not tolerate any incidents of discrimination. Suppliers shall not discriminate against any worker based on race, color, age, gender, sexual orientation, gender identity, eth-

nicity, disability, religion, national origin, veteran status, genetic information, or any other characteristic prohibited by law in hiring and employment practices including recruitment, hiring, discipline, training, promotion, compensation, or other term or condition of employment.

03 Labor & Human Rights

Those who allege discrimination in good faith, or who in good faith assist other employees who complain about discrimination or harassment, are protected from any retaliation.

3.2 Non-Harassment

Suppliers shall commit to a workplace free of harassment. Suppliers shall not threaten workers with or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse, or unreasonable restrictions on entering or exiting GLDD or GLDD customer-provided facilities. Suppliers shall prohibit harassment and unlawful discrimination in the workplace and complete thorough investigations of all such allegations.

3.3 Prevention of Involuntary Labor and Human Trafficking

Suppliers shall ensure that all work is performed without the use of forced, compulsory, bonded, or indentured labor. Suppliers will not directly or through agents require workers to make any payments to secure employment. All work must be voluntary and workers shall be free to leave work or terminate their employment with reasonable notice. Workers must not be required to surrender any government-issued identification, passports, or work permits as a condition of employment. Suppliers shall ensure that third-party agencies providing workers are compliant with the provisions of the Code and all local, state and country-specific laws or those of customers of GLDD.

3.4 Prevention of Underage Labor

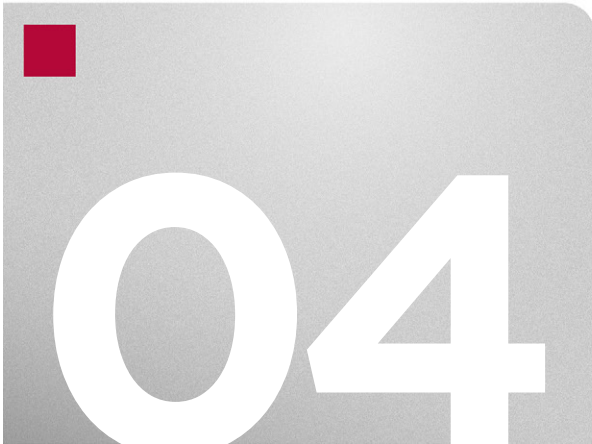
Child labor is strictly prohibited. Suppliers shall not employ children. The minimum age for employment or work shall be 18 years of age. This Code does not prohibit participation in legitimate workplace internships or apprenticeship programs provided that such programs are in compliance with law and the work performed is not of high risk or likely to jeopardize worker health or safety.

3.5 Working Hours, Wages & Benefits

Suppliers must establish work weeks in accordance with the maximum hours allowed under local, state, or national laws and regulations and will provide workers overtime compensation if required by these laws. Suppliers shall pay all workers at least the minimum wage required by applicable laws and regulations and provide all legally mandated benefits. Suppliers shall pay workers in a timely manner and clearly convey the basis on which workers are being paid.

3.6 Freedom of Association

Suppliers must respect the right of workers to associate freely with, form, and join workers' organizations of their own choosing, seek representation, and bargain collectively as permitted by and in accordance with applicable laws and regulations. Supplier employees shall not be subject to intimidation or harassment in the exercise of their right to join or to refrain from joining any organization.



Import and Export Control

Suppliers shall comply with the import and export, re-export and sanctions laws, directives, and regulations of the United States of America (“U.S.”), and of any other applicable jurisdiction or country (to the extent not in conflict with the laws of the U.S.).

Suppliers shall not acquire any goods or services if any law, regulation, directive or other government action of the U.S. or any other applicable country would prohibit such a transaction. This includes a prohibition on the supply of goods or services that originate in a country that is subject to U.S. economic embargo, or that are supplied by a person that is a listed or blocked person or entity under any U.S., UN, EU, or other applicable embargo or sanctions program. Suppliers shall provide truthful and accurate information for reporting purposes when required, and shall obtain import and/or export licenses and/or consents where necessary.



Reporting of Violations

Suppliers are required to immediately report to GLDD events of a questionable, fraudulent, or illegal nature that are, or may be, in violation of this Code, or other applicable laws or regulations.

Suppliers are encouraged to use GLDD's ComplianceLine as follows:

- online at gldd.mycompliancereport.com
- telephone GLDD's ComplianceLine at 1-888-579-1670

Calls to GLDD's ComplianceLine are received by an independent third-party service retained specifically by GLDD to handle such reports. Reports can be made anonymously and will be kept confidential to the fullest extent practicable by law.

SUPPLIER CODE OF CONDUCT



GREAT LAKES
DREDGE & DOCK CORPORATION