Anti-Corruption Policy

Adopted by the Board of Directors

As of November 12, 2026

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1. Purpose

SEACOR Marine Holdings Inc. and all of its domestic and international subsidiaries, divisions and controlled affiliates (collectively, "SEACOR Marine" or the "Company") are committed to complying with all applicable anti-corruption laws, including but not limited to the United States (U.S.) Foreign Corrupt Practices Act ("FCPA") and the United Kingdom Bribery Act ("U.K. Bribery Act"), as well as applicable economic and trade sanctions. It is the long-standing policy of SEACOR Marine to maintain company-wide awareness of the importance of anti-corruption and sanction compliance.

SEACOR Marine strictly prohibits both bribery of public officials and commercial bribery among private parties. SEACOR Marine does not condone direct or indirect provision or receipt of any improper payment or other benefits for the purpose of gaining any commercial advantage.

2. Applicability

This Policy applies to all directors, officers, and employees of the Company (collectively, "SEACOR Marine Personnel"), regardless of where they are located. The Company also expects and requires its agents, contractors (to the extent they act on behalf of the Company), consultants, joint venture partners and other persons acting for or on behalf of the Company (collectively, "Business Partners") to adhere to the principles enunciated in this Policy. Failure to comply with or adhere to this Policy may result in penalties, including termination.

3. Overview of the Applicable Laws

All SEACOR Marine Personnel and Business Partners must adhere to the following principles:

a. General Requirements to Prevent Bribery and Corruption: SEACOR Marine Personnel and Business Partners may not directly or indirectly give, offer, promise, approve, or authorize to give to anyone – or accept or solicit from anyone – anything of value (including without limitation a bribe, kickback or other unlawful incentive) to induce the recipient to take improper action that would bestow a commercial benefit or advantage on SEACOR Marine or any other party. Such behavior is prohibited by the anti-corruption laws in virtually all jurisdictions.

b. Dealing with Public Officials: While it is both the policy of SEACOR Marine and the laws of most jurisdictions to prohibit bribery of any kind, interactions with Public Officials (defined below) must be handled with particular care. Bribery of Public Officials is subject to heightened scrutiny in every country and often carries severe criminal penalties for both the

employee and the Company. In addition, a number of countries, including the U.S., penalize the bribery of Public Officials in countries other than their own. For purposes of this Policy, a "Public Official" includes:

i. any officer or employee of a government or any department, agency, or instrumentality thereof (including, for example, a government-owned or government-controlled state enterprise) or of a public international organization (such as the World Bank, the International Monetary Fund, the World Intellectual Property Organization, the World Trade Organization, the OECD, and the Organization of American States);

ii. any person acting in an official capacity for or on behalf of any of the foregoing (including, for example, a civil servant, administrative or judicial personnel, a member of the military, or a consultant who holds a government position); or

iii. any political party or official thereof, or any candidate for political office.

Though they are not themselves Public Officials, interactions with family members of, and others closely associated with, Public Officials are subject to the same restrictions as interactions with Public Officials.

It is not uncommon for SEACOR Marine Personnel or Business Partners to come into contact with employees of state-owned or state-controlled enterprises, who are considered Public Officials under the laws of most jurisdictions and this Policy. SEACOR Marine Personnel and Business Partners should exercise extra care in dealing with employees of state-owned or state-controlled enterprises, particularly if such employees are in a position to purchase, administer, recommend, or arrange for the purchase of SEACOR Marine products or services.

c. Dealing with Persons Who May Engage in Bribery: SEACOR Marine Personnel or Business Partners may not give, offer, promise, approve, or authorize to give to any person anything of value if circumstances reasonably suggest a high probability that such person has offered or given, or will offer or give, anything of value for the purpose of inducing improper action.

d. Books and Records: Certain anti-corruption and other laws require that SEACOR Marine's books and records accurately and completely reflect the Company's transactions and activities, including the nature and purpose of the transaction or activity. Accordingly, SEACOR Marine Personnel and Business Partners must not make any false, inaccurate, incomplete, or misleading entry in Company books or records for any reason.

e. Engagement of Business Partners: Anti-corruption laws generally prohibit improper payments made indirectly or otherwise through a third party. Under certain circumstances, SEACOR Marine may be held liable for violations of applicable anti-corruption laws committed by its Business Partners. Accordingly, SEACOR Marine Personnel must exercise particular care when engaging Business Partners to act on behalf, or in the interest, of the Company.

f. Compliance with Economic and Trade Sanctions: Due to the complexity of economic and trade sanctions, SEACOR Marine Personnel, Business Partners or any person acting on behalf of the Company must contact the Corporate Secretary and seek guidance before engaging in transactions that might be affected by such sanctions. Among other actions deemed appropriate by the Corporate Secretary, SEACOR Marine may screen proposed Business Partners and business transactions through the U.S. Government's Consolidated Screening List of Restricted Parties to determine if the individual or the entity is named on any U.S. government sanctions list.

4. Procedures

While SEACOR Marine Personnel must comply with the general requirements of this Policy at all times, detailed procedures regarding certain activities are important for anti-corruption compliance. Accordingly, all SEACOR Marine Personnel must understand and comply with the following procedures and related requirements.

a. Gifts, Entertainment/Meals and Hosted Travel for Public Officials

SEACOR Marine Personnel must consult and comply with the following chart before providing any gift, entertainment, meal, or hosted travel. Please note that the requirements here apply to all types of gifts, entertainment, meal, or hosted travel provided to Public Officials regardless of what they are called (e.g., compensation for the Public Officials' time, consulting fee, promotional rebates or rewards, etc.):

	Allowed	Not Allowed Without Prior Approval from the Corporate Secretary
Gifts	Gifts that: (1) are not cash or cash equivalents;	Cash or cash equivalents (e.g., gift cards, travelers' checks, gift certificates, pre-paid telephone or shopping cards).

	Allowed	Not Allowed Without Prior Approval from the Corporate Secretary
	(2) have market value not exceeding $50 at any one time or $100 in total in any calendar year; (3) are incidental to promoting, demonstrating or explaining SEACOR Marine's products/services and bear the Company's name or logo; (4) are not kickback, reward, or rebate conditioned on the sale of SEACOR Marine's services or products; (5) are presented openly with complete transparency; and (6) clearly are allowed under local laws.	Any gift that functions as a kickback, reward, or rebate linked to the sale of SEACOR Marine's services or products. Any gift with a market value greater than $50; or gifts to one Public Official and/or persons closely associated with the Public Official with an aggregate value exceeding $100 in a calendar year. Jewelry, electronics, artwork, home furnishings, wine or alcoholic products or other items that are personal in nature and have no connection to SEACOR Marine's business. Any gift that is not clearly allowed under local laws.
Entertainment/ Meals	Meals that: (1) are modest by local standards and in any case do not exceed $50 per person or $200 in total; (2) are incidental to legitimate informational discussions in which SEACOR Marine's services or products are being promoted, explained or demonstrated; (3) involve the presence of SEACOR Marine Personnel; (4) do not involve any family member or guest of the Public	Any form of entertainment (e.g., theater or sports events, vacation trips, etc.). Any meal that exceeds $50 per person or $200 in total. Any meal that is not incidental to legitimate business discussions. Examples include (1) meals that are considered luxurious by local standards, (2) meals at which no SEACOR Marine Personnel are present, and (3) meals at which family members or guests of the Public Official are also present.

	Allowed	Not Allowed Without Prior Approval from the Corporate Secretary
	Official; and (5) clearly are allowed under local laws.	Any meal for which the payment is made through reimbursement to the Public Official. Any meal that is not clearly legal under local laws.
Hosted Travel	Payment of reasonable travel and accommodation expenses that: (1) are not considered luxurious by local standards and in any case do not exceed $50 per person or $200 in total; (2) are associated solely with inviting the Public Official to attend legitimate business/informational meetings for the purpose of promoting, explaining, demonstrating SEACOR Marine's products or services; (3) do not cover the expenses of the Public Official's family members or guests; (4) do not include any cash per diems or "pocket money"; and (5) clearly are allowed under local laws.	Paying for expenses that exceed $50 per person or $200 in total. Paying for travel for family members or guests. Paying for "side trips" or sight-seeing trips or hotel stays longer than necessary to conduct legitimate business meetings for the purpose of promoting or demonstrating company products and services. Cash per diems or "pocket money."

b. Facilitating Payments to Public Officials

SEACOR Marine does not allow facilitating payments (i.e., small-sum payments to low-

level Public Officials to facilitate routine, non-discretionary government functions). Before making or authorizing any forms of payment that may be perceived as facilitating payments, SEACOR Marine Personnel, Business Partners or any person acting on behalf of the Company must contact the Corporate Secretary for prior approval. Please note that legally mandated fees for expedited administrative services are not prohibited facilitating payments for the purpose of this provision if such fees are set in an open and transparent manner and if proper receipt is provided.

c. Employment, Internship and Business Partnership Opportunities for Persons Associated With Public Officials

SEACOR Marine does not allow providing any employment, internship, or business partnership opportunities to family members of a Public Official or other persons closely associated with a Public Official for the purpose of influencing, or as a reward for, that Public Official's official decision. Persons associated with Public Officials who are being considered for such opportunities must be evaluated based on the same standards as those applied to other candidates.

d. Political Contributions and Charitable Donations

Political contributions and charitable donations on behalf of SEACOR Marine require prior approval from the Chairman or the Chief Executive Officer of the Company. While SEACOR Marine Personnel may make personal political or charitable contributions allowed by applicable laws, any such payments must be made in a way that makes clear to an outside observer that they are purely personal in nature and are unrelated to any business of SEACOR Marine. In this regard, SEACOR Marine Personnel or Business Partners should exercise extra caution when the personal political or charitable donation is suggested or recommended by a party that has an existing or potential business relationship with SEACOR Marine.

e. Accounting

SEACOR Marine Personnel must not under any circumstance record any entry in Company books or records in a way that may conceal the true nature of a transaction. All Company operations and record keeping shall be conducted in accordance with the following principles:

- Transactions are executed in accordance with management's general or specific authorization;
- Transactions are accurately recorded in sufficient detail as necessary to: (i) permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements; and (ii) maintain accountability for assets;
- Access to assets is permitted only in accordance with management's general or specific authorization;
- The recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and
- No undisclosed or unrecorded fund or asset of the Company shall be established or maintained for any purpose.

f. Engagement of Non-U.S. Business Partners

SEACOR Marine Personnel may not engage a non-U.S. Business Partner on behalf of SEACOR Marine without consulting with the Corporate Secretary. SEACOR Marine Personnel who wish to retain or engage a non-U.S. Business Partner must conduct pre-engagement due diligence, obtain written compliance commitments and certifications, and undertake appropriate post-engagement supervision and oversight of non-U.S. Business Partners' activities on behalf of the Company.

- Before engaging a non-U.S. Business Partner, SEACOR Marine Personnel must:
    - Determine that there is a legitimate business-related reason for engaging the non-U.S. Business Partner;
    - Conduct appropriate due diligence to ensure that the non-U.S. Business Partner is reputable, such as through an in-person interview, a visit to the Business Partner's premises, reviewing the credentials of the Business Partner, and obtaining independent business references;
    - Confirm that the non-U.S. Business Partner is qualified to perform the required service and has sufficient capacity to do so;

- Ensure that the non-U.S. Business Partner's proposed compensation is based on prevailing industry standards and is commensurate with his/her experience and the services to be rendered;
- Obtain answers to the **SEACOR Marine Questionnaire for Prospective Non-U.S. Business Partner** attached as **Appendix 1**; and
- Fill out the **SEACOR Marine Internal Form for Engaging a Non-U.S. Business Partner** attached as **Appendix 2**.

- When finalizing the engagement of a non-U.S. Business Partner, SEACOR Marine Personnel must:
  - Discuss the Company's anti-corruption compliance expectations, as reflected in this Policy and applicable anti-corruption laws, with the non-U.S. Business Partner, and bring to the attention of the Corporate Secretary any concerns or suspicions that the non-U.S. Business Partner might not meet those expectations;
  - Screen the non-U.S. Business Partner and its key personnel against the U.S. Government's Consolidated Screening List of Restricted Parties, which is amended from time to time and is available at https://www.trade.gov/data-visualization/csl-search; and
  - Include in all contracts with non-U.S. Business Partners provisions requiring compliance with applicable anti-corruption laws and providing indemnification for any costs or penalties stemming from the Business Partner's violations of anti-corruption laws. A sample **Anti-Corruption Provision to Appear in Contracts with Non-U.S. Business Partners** is attached as **Appendix 3**.

- After engaging a non-U.S. Business Partner, SEACOR Marine Personnel must:
  - Actively monitor the Business Partner's actions and activities on behalf of SEACOR Marine and report any suspicious activities to the Corporate Secretary.
  - Collect the **SEACOR Marine Anti-Corruption Compliance Certification for Non-U.S. Business Partners** attached as **Appendix 4**.

- In appropriate circumstances as directed by the Corporate Secretary, provide, or arrange for, compliance training of the non-U.S. Business Partner and auditing of the non-U.S. Business Partner's business operations.

g. Personnel Training and Certification

The Corporate Secretary will determine which SEACOR Marine Personnel should receive anti-corruption compliance training and how often such training will be provided.

h. Compliance with this Policy

Compliance with the requirements and procedures set forth in this Policy, whether or not involving any adverse consequences to the Company, will be an important consideration in SEACOR Marine Personnel's annual evaluation and decisions concerning SEACOR Marine Personnel's promotion and continuing employment.

i. Reporting Violations

SEACOR Marine Personnel must report all known or suspected violations of this Policy and/or anti-corruption laws. The Company has established procedures for submitting reports and complaints by employees regarding violations of this Policy as well as other questionable accounting or auditing matters. These procedures titled **Audit Committee Procedures for Addressing Complaints about Accounting, Auditing and Other Matters** are published on the Company's website, details of which are attached hereto as **Appendix 5**. Such complaints, reports or concerns may be communicated to the Company's Corporate Secretary or the Chairman of the Audit Committee either by:

- Calling the toll-free Action Line, on an anonymous and confidential basis, on +1-866-384-4277;
- Submitting your report online, on an anonymous and confidential basis, at EthicsPoint (EthicsPoint can be accessed through the Company's website at www.seacormarine.com and by navigating to the Investors – Corporate Governance page and choosing the Whistleblower link);
- Emailing the Corporate Secretary or Chairman of the Audit Committee at corporatesecretary@seacormarine.com;

- Calling the Corporate Secretary or the Chairman of the Audit Committee on +1 (281) 738-3596; or
- Sending your written complaint via postal mail to the Corporate Secretary's and Chairman of the Audit Committee's executive offices at 12121 Wickchester Lane, Suite 500, Houston, TX 77079, United States of America.

In accordance with the Company's policy, no person who in good faith reports violations or suspected violations of this Policy shall be subject to retaliation.

j. Contact Information for Additional Guidance

Any questions regarding this Policy should be directed to the Corporate Secretary, who can be contacted on the phone number, email address and postal address detailed above.

5. Appendices

Appendices have been included on the following pages.

Appendix 1

SEACOR Marine Questionnaire for Prospective Non-U.S. Business Partners

Full Legal Name of Company:

_____

Please attach separate sheets to this form if additional space is needed.

Basic Company Information

1. Your company's location, website, and contact information (please provide both a phone number and an email address)

   _____

   _____

   _____

2. Full legal names of owners, principals, and key personnel of company

   _____

   a. Owners/major shareholders _____

   b. Chairman/president _____

   c. Managing director _____

   Other senior company officers _____

   _____

3. Please provide one or more general references (persons/firms familiar with your company).

   _____

   _____

   _____

Interactions with Government Officials

4. Are any governmental interactions, approvals or licenses required or needed for this project?

Yes ____ No ____

If the answer is yes, please describe.

_____

_____

_____

_____

5. a. Does any current or former government official, political party official, candidate for political office, or relative of such a person have a direct or indirect ownership interest in your company?

Yes ____ No ____

b. Is any current or former government official, political party official, candidate for political office, or relative of such a person an employee, officer or director of the company?

Yes ____ No ____

If the answer to either (a) or (b) above is "yes", please state the name(s) and official position(s) of such person(s).

_____

_____

_____

6. Is your company in any way affiliated with one or more state-owned entities?

Yes ____ No ____

If the answer is yes, please provide the full legal name(s) of such state-owned entit(ies).

_____

_____

_____

7. Does your company or any employee of your company have any business, familial, or other association(s) with any current or former government department, government official, political party official, candidate for political office, or relative of such a person?

Yes ____ No ____

If the answer is yes, please describe.

_____

_____

_____

Contemplated Business Relationship with SEACOR Marine

8. Description of the work to be performed for SEACOR Marine

_____

_____

_____

_____

9. Countries and territories where the work at issue will be performed

_____

Full legal names of individuals who will perform the work at issue (if more than five individuals, please list the names of individuals who will supervise the work)

_____

_____

_____

_____

10. Description of the background of individuals performing the work at issue and explanation on why you believe they are qualified to perform the work

_____

_____

_____

_____

11. Bank account into which your company will be paid:

    a. Bank name and location _____

    b. Account number _____

    c. Name on account _____

Anti-Corruption Compliance

12. Has your company, any associated entity, any prior entity, any prior associated entity, any present or former employee of your entity been suspended from doing business in any capacity, been charged with any criminal act, or been the subject of any allegation of fraud, misrepresentation, bribery, or other related activities?

    Yes ____ No ____

    If the answer is yes, please explain.

    _____

    _____

13. Have you reviewed the attached SEACOR Marine Anti-Corruption Compliance Policy and SEACOR Marine Anti-Corruption Compliance Certification for Non-U.S. Business Partners?

    Yes ____ No ____

14. Will your company comply with applicable anti-corruption laws and the compliance expectations in the attached SEACOR Marine Anti-Corruption Compliance Policy?

    Yes ____ No ____

15. Will your company be willing to cooperate with SEACOR Marine if SEACOR Marine has any inquiries regarding the work your company performs for SEACOR Marine (including allowing SEACOR Marine to audit your company's books and records related to the work performed for SEACOR Marine) and provide to SEACOR Marine the signed SEACOR Marine Anti-Corruption Compliance Certification for Non-U.S. Business Partners annually during the terms of the work at issue?

    Yes ____ No ____

[Certification to Anti-Corruption Policy Appendix 1 SEACOR Marine Questionnaire for Prospective Non-U.S. Business Partners appears on the next page]

I certify that, to my best knowledge and belief, the above answers are complete and accurate.

Authorized Representative Signature: _____

Printed Name of Representative: _____

Representative Title: _____

Company: _____

Date: _____

[Certification Page to the Anti-Corruption Policy Appendix 1 SEACOR Marine Questionnaire for Prospective Non-U.S. Business Partners]

Appendix 2

SEACOR Marine Internal Form for Engaging a Non-U.S. Business Partner

Individual and Business Unit requesting approval: _____

Please fill out this form after you review the completed SEACOR Marine Questionnaire for Prospective Non-U.S. Business Partners and conduct due diligence on the prospective Non-U.S. Business Partner. Please attach separate sheets to this form if additional space is needed.

Contemplated Business Relationship with SEACOR Marine

1. How were you referred to the prospective Non-U.S. Business Partner? If applicable, please provide name and contact information of the person/entity that provides the referral.

   _____

   _____

2. Who at SEACOR Marine will supervise the work done by the prospective Non-U.S. Business Partner?

   _____

3. Please describe the business reason for engaging the prospective Non-U.S. Business Partner. If there are other parties offering similar services, please explain why SEACOR Marine should engage the prospective Non-U.S. Business Partner rather than such other parties.

   _____

   _____

   _____

   _____

4. Compensation to be provided to the prospective Non-U.S. Business Partner

   _____

5. Please explain why you believe the compensation to the prospective Non-U.S. Business Partner is commercially reasonable.

   _____

   _____

Due Diligence

6. Please describe the type of due diligence conducted regarding the prospective Non-U.S. Business Partner (e.g., interview of company officers, visits to company offices, review of company books and records, internet search, third-party references, etc.).

_____

_____

_____

7. Based on your review of the prospective Non-U.S. Business Partner's answers to the SEACOR Marine Questionnaire for Prospective Non-U.S. Business Partners and the due diligence you conducted, can you confirm that the answers are both complete and, to your best knowledge after conducting due diligence, accurate?

   Yes ____ No ____

   If the answer is no, please explain.

_____

_____

_____

_____

8. Is the bank account provided by the prospective Non-U.S. Business Partner in the prospective Non-U.S. Business Partner's name and lawfully organized in the country where the prospective Non-U.S. Business Partner does business?

   Yes ____ No ____

   If the answer is no, please explain.

_____

_____

_____

9. Do you believe that the prospective Non-U.S. Business Partner will strictly comply with applicable anti-corruption laws and the compliance expectations in the SEACOR Marine Anti-Corruption Compliance Policy?

   Yes ____ No ____

If the answer is no, please explain.

_____

_____

10. Do you expect that the prospective Non-U.S. Business Partner will be willing to (1) cooperate with SEACOR Marine if SEACOR Marine has any inquiries regarding the work performed for SEACOR Marine (including allowing SEACOR Marine to audit the prospective Non-U.S. Business Partner's books and records related to the work performed for SEACOR Marine) and (2) provide to SEACOR Marine the signed SEACOR Marine Anti-Corruption Compliance Certification for Non-U.S. Business Partners annually during the terms of the work at issue?

    Yes ____ No ____

    If the answer is no, please explain.

    _____

    _____

11. Please identify any potential areas of risks associated with the prospective Non-U.S. Business Partner that would cause the prospective Non-U.S. Business Partner to fail to strictly comply with applicable anti-corruption laws and the SEACOR Marine Anti-Corruption Compliance Policy. You are encouraged to be as forthcoming and as specific as possible in answering this question (attaching additional pages if needed). Identification of potential risks will not necessarily mean that the prospective Non-U.S. Business Partner will not be engaged, and failure to report risk areas that SEACOR Marine Personnel reasonably should have known after due inquiries could adversely impact SEACOR Marine Personnel's evaluations and continuing employment at SEACOR Marine.

    _____

    _____

    _____

    _____

[Certification to Anti-Corruption Policy Appendix 2 SEACOR Marine Internal Form for Engaging a Non-U.S. Business Partner appears on the next page]

I certify that, to my best knowledge after due inquiries, the above answers are complete and accurate.

SEACOR Marine Personnel Signature: _____

Printed Name of SEACOR Marine Personnel: _____

SEACOR Marine Personnel Title: _____

Division/Office: _____

Date: _____

APPROVAL BY SEACOR MARINE DIVISIONAL SUPERVISOR/LEGAL DEPARTMENT

Signature: _____

Name: _____

Date: _____

[Certification Page to the Anti-Corruption Policy Appendix 2 SEACOR Marine Internal Form for Engaging a Non-U.S. Business Partner]

Appendix 3

Anti-Corruption Provision to Appear in Contracts with Non-U.S. Business Partners

Compliance with Laws: **{NON-U.S. BUSINESS PARTNER}** agrees that it will adhere to and comply with all applicable laws, including but not limited to all applicable anti-corruption laws. **{NON-U.S. BUSINESS PARTNER}** hereby, as appropriate, represents, warrants, affirms and agrees that:

1. None of the principals, officers or employees of **{NON-U.S. BUSINESS PARTNER}** is a government official, an official of any public international organization, a political party official, a candidate for political office, or an officer, director or employee of an enterprise owned or controlled by a government (referred to collectively herein as "Government Official").

2. In connection with the performance of **{NON-U.S. BUSINESS PARTNER'S}** obligations under this Agreement, **{NON-U.S. BUSINESS PARTNER}** and any person acting on **{NON-U.S. BUSINESS PARTNER'S}** behalf shall comply with all applicable anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act (the "FCPA") and the U.K. Bribery Act (the "UKBA"). In particular, **{NON-U.S. BUSINESS PARTNER}** and any person acting on **{NON-U.S. BUSINESS PARTNER'S}** behalf shall not, directly or indirectly, make, promise, approve, authorize or offer to give to anyone – or accept or solicit from anyone – anything of value (including but not limited to cash payments) to induce the recipient (whether or not such person is a Government Official) to take improper action that would bestow a commercial benefit or advantage on SEACOR Marine or any other party.

3. If there are any additional owners in, or changes in the ownership of, **{NON-U.S. BUSINESS PARTNER}**, **{NON-U.S. BUSINESS PARTNER}** shall notify SEACOR Marine of the identity of the new owner(s) within fifteen (15) business days after such ownership change. SEACOR Marine may terminate this Agreement if SEACOR Marine disapproves of such ownership change.

4. Before retaining or engaging any other party to perform the Services under this Agreement, **{NON-U.S. BUSINESS PARTNER}** shall obtain written approval from SEACOR Marine and require the other party to agree in writing to the same anti-corruption compliance representations and warranties provided herein.

5. **{NON-U.S. BUSINESS PARTNER}** shall, upon request of SEACOR Marine, sign and provide a certification, attached as Annex [___], to SEACOR Marine confirming **{NON-U.S. BUSINESS PARTNER'S}** compliance with this certification.

6. **{NON-U.S. BUSINESS PARTNER}** shall fully cooperate with SEACOR Marine's request for internal anti-corruption compliance investigations, and shall allow SEACOR Marine (or its representatives) to audit the **{NON-U.S. BUSINESS PARTNER'S}** books and records with respect to the work performed on behalf of SEACOR Marine at any time.

7. **{NON-U.S. BUSINESS PARTNER}** shall provide periodic training on applicable anti-corruption laws and regulations, including without limitation the FCPA and the UKBA, to its employees who are or may be involved in performing the Services under this Agreement.

8. If SEACOR Marine has reason to believe that a breach of any of the anti-corruption compliance representations and warranties described herein has occurred or will occur, SEACOR Marine may withhold further commission payments until it has received confirmation to its satisfaction that no breach has occurred or will occur. SEACOR Marine shall not be liable to **{NON-U.S. BUSINESS PARTNER}** for any claims, losses, interests, or damages related to its decision to withhold commission payments under this provision.

9. If **{NON-U.S. BUSINESS PARTNER}** or any person acting on behalf of **{NON-U.S. BUSINESS PARTNER}** fails to comply with the anti-corruption compliance representations and warranties described herein, (i) SEACOR Marine has the right to terminate this Agreement, notwithstanding any other provision of the Agreement to the contrary, (ii) **{NON-U.S. BUSINESS PARTNER}** shall forfeit any commissions owed to it by SEACOR Marine, (iii) **{NON-U.S. BUSINESS PARTNER}** shall immediately return to SEACOR Marine any commissions paid to SEACOR Marine arising from any transaction in violation of the anti-corruption compliance representations and warranties described herein, (iv) **{NON-U.S. BUSINESS PARTNER}** shall keep SEACOR Marine fully and effectively indemnified against any and all losses, claims, damages, charges, expenses, liabilities, demands, proceedings, and actions which SEACOR Marine or SEACOR Marine's affiliates may sustain or incur by reason of **{NON-U.S. BUSINESS PARTNER'S}** failure to comply with the anti-corruption compliance representations and warranties described herein.

10. All payments due to **{NON-U.S. BUSINESS PARTNER}** under the Agreement shall be made by bank wire transfer to a lawful business account of **{NON-U.S. BUSINESS PARTNER}** at a designated bank in the country/countries where performances of **{NON-U.S. BUSINESS PARTNER'S}** obligations under this Agreement will take place.

11. In no event shall SEACOR Marine be obligated under this Agreement to take any action or omit to take any action that SEACOR Marine believes in good faith would cause it to be in violation of any anti-corruption laws of any country, including, without limitation, the FCPA and the UKBA.

12. All of the information and certifications **{NON-U.S. BUSINESS PARTNER}** has provided to SEACOR Marine were and remain accurate and complete. If subsequent developments cause such information or the certifications provided herein to no longer be accurate or complete, **{NON-U.S. BUSINESS PARTNER}** shall immediately notify SEACOR Marine of such change in circumstances.

Appendix 4

SEACOR Marine Anti-Corruption Compliance Certification for Non-U.S. Business Partners

My company, _____, which has a business relationship with SEACOR Marine or its affiliates (hereinafter "SEACOR Marine" or the "Company"), hereby as appropriate represents, warrants, affirms, acknowledges and agrees that:

1. Throughout the duration of my company's business relationship with SEACOR Marine, my company has complied and will comply with all of the requirements set forth in the "Compliance with Laws" provision in the agreement between my company and SEACOR Marine.

2. In particular, my company and any person acting on my company's behalf have complied and will comply with all applicable laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. In this regard, those who represent or perform work for SEACOR Marine have reviewed and complied with, and will comply with, the SEACOR Marine Anti-Corruption Compliance Policy throughout the duration of my company's business relationship with SEACOR Marine.

3. All of the information and certifications my company has provided to SEACOR Marine were and remain accurate and complete. If subsequent developments cause such information or the certifications provided herein to no longer be accurate or complete, my company shall immediately notify SEACOR Marine of such change in circumstances.

4. My company authorizes SEACOR Marine to use any information contained in this Certification in any litigation, arbitration, or other proceeding in connection with my company's representation and/or performance of work for SEACOR Marine.

Authorized Representative Signature: _____

Printed Name of Representative: _____

Representative Title: _____

Company: _____

Date: _____

Appendix 5

Audit Committee Procedures for Addressing Complaints about Accounting, Auditing and Other Matters

The Audit Committee Procedures for Addressing Complaints about Accounting, Auditing and Other Matters is available on the Company's website at www.seacormarine.com and by navigating to the Investors – Corporate Governance page.