



## DYCOM INDUSTRIES, INC. SUPPLEMENTAL CLAWBACK POLICY

The Board of Directors (the “Board”) of Dycom Industries, Inc. (the “Company”) has adopted this Supplemental Clawback Policy (this “Policy”) to provide for the recovery by the Company, in the event of a Policy Trigger (as defined below), of certain compensation granted or paid to a Covered Employee (as defined below), as further specified in this Policy. This Policy supplements the Company’s Dodd-Frank Clawback Policy, which is intended to comply with the requirements of the New York Stock Exchange (the “NYSE Policy”).

The Compensation Committee of the Board (the “Committee”) will administer this Policy. Any determinations by the Committee will be final, binding and conclusive on all affected individuals.

**Policy Statement.** If a Policy Trigger occurs, the Committee will have the sole authority and discretion to apply this Policy and to direct the Company to recover Covered Compensation pursuant to this Policy from such Covered Employee.

**Covered Employees.** This Policy applies to the current and former officers of the Company (as defined under Rule 16a-1(f) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (collectively, the “Covered Employees”).

**Policy Trigger.** A “Policy Trigger” will have occurred upon the occurrence of (a) a Restatement Trigger or (b) a Detrimental Conduct Trigger as follows.

- **Restatement Trigger.** A “Restatement Trigger” shall have occurred when: (i) it is determined that the Company would be required to pursue recovery pursuant to the NYSE Policy; and (ii) the Committee determines, in its sole discretion, to extend the provisions of the NYSE Policy to Covered Employees under this Policy (that are not otherwise “Covered Individuals” as defined under the NYSE Policy).
- **Detrimental Conduct Trigger.** A “Detrimental Conduct Trigger” shall have occurred with respect to a Covered Employee, upon the Committee learning of such Detrimental Conduct (as defined below) and making its determination, in its sole discretion, to apply the recovery provisions of this Policy to such Covered Employee.

“Detrimental Conduct” means any of the following conduct by a Covered Employee: (a) the commission of an act of fraud, misappropriation, gross negligence (including gross negligence in supervising the work of others), embezzlement or any other act of unlawful behavior or misconduct, in each case in the course of employment with Company; (b) a material violation of a written Company policy, including without limitation the Company’s Code of Business Conduct and Ethics; (c) engaging in willful misconduct in connection with the performance of employment duties; (d) a material violation of written restrictive covenants, including confidentiality, non-competition and non-solicitation provisions while employed by the Company; (e) a material breach of the duty of loyalty owed to the Company, or as a result of gross negligence, a material breach of a duty of care owed to the Company; (f) the entering of a plea of no-contest with respect to, or being convicted by a court of competent and final jurisdiction of, any crime, whether or not involving the Company, that constitutes a felony in the jurisdiction involved; or (g) misconduct that had resulted in, or has the potential to result in, material reputational or financial harm to the Company.



### **Covered Period.**

The Committee may, in its sole discretion, recover any or all Covered Compensation granted or paid to the Covered Employee during any period it determines to be appropriate in light of the scope and nature of the Detrimental Conduct; provided that the Detrimental Conduct must have occurred within the five (5) years preceding the date on which the Committee first became aware that such Detrimental Conduct had occurred in order for it to be the basis of a Detrimental Conduct Recovery Trigger.

For the avoidance of doubt, this Policy shall apply to any and all Covered Compensation that is granted or has a performance period beginning on, before or after the Effective Date (as defined below).

**Covered Compensation.** “Covered Compensation” includes: any incentive compensation awarded, earned, paid, or payable to a Covered Employee, including, without limitation, any cash bonus, short-term incentive award, long-term incentive award, including any equity-based awards, as well as awards that vest solely based on continued service, such as time-based restricted share units and stock options.

**Method of Recovery.** The Committee shall determine, in its sole discretion, the manner in which the Company will effect any reimbursement or recovery under this Policy. Methods of recovery may include, but are not limited to (subject to applicable law and the terms and conditions of the applicable plan, program or arrangement): (1) seeking direct repayment from the Covered Employee, including through the return of compensation provided to the Covered Employee as equity, but only to the extent that such equity is still held by the Covered Employee; (2) reducing the amount that would otherwise be payable to the Covered Employee under any compensation, bonus, incentive, equity and other benefit plan, agreement, policy or arrangement maintained by the Company or any of its affiliates; (3) cancelling any award (whether cash- or equity-based) or portion thereof previously granted to the Covered Employee; (4) withholding payment of future increases in compensation (including payment of any permissible discretionary bonus payments) or grants of compensatory or equity awards that would otherwise have been made in accordance with the Company’s applicable compensation practices or decisions; or (5) any combination of the foregoing.

**No Indemnification.** Notwithstanding anything to the contrary set forth in any policy, arrangement, bylaws, charter, certificate of incorporation or plan of the Company or any individual agreement between a Covered Employee and the Company or any of its affiliates, no Covered Employee shall be entitled to indemnification from the Company or any of its affiliates for the amount that is or may be recovered by the Company pursuant to this Policy; provided, however, that to the extent expense advancement or reimbursement is available to a Covered Employee, this Policy shall not serve to prohibit such advancement or reimbursement.

**Administration; Interpretation.** This Policy supplements any requirements imposed pursuant to applicable law or regulations, any clawback or recovery provision in the Company’s other policies, plans, awards and individual employment or other agreements (including any recovery provisions in the Company’s equity incentive plans or award agreements), and any other rights or remedies available to the Company, including termination of employment. Any determinations made by the Committee shall be final, binding and conclusive on all affected individuals.

**Other Company Arrangements.** This Policy shall be in addition to, and not in lieu of, any other clawback, recovery or recoupment policy maintained by the Company from time to time, as well as any clawback, recovery or recoupment provision in any of the Company’s plans, awards or individual employment agreements (including the clawback, recovery and recoupment provisions in the Company’s equity award agreements and the NYSE Policy) (collectively, “Other Company Arrangements”) and any



other rights or remedies available to the Company, including termination of employment; provided, however, that there is no intention to, nor shall there be, any duplicative recoupment of the same compensation under more than one policy, plan, award or agreement. In the event of a conflict between any applicable clawback or recoupment provision, including this Policy, the right to clawback or recoupment shall be interpreted to result in the greatest clawback or recoupment from the Covered Employee.

**Amendment or Termination of this Policy.** The Board reserves the right to amend or terminate this Policy at any time and for any reason, subject to applicable law.

**Effective Date.** The “Effective Date” of this Policy shall be November 18, 2025.

*Approved and Adopted: November 18, 2025*