CENTURI HOLDINGS, INC.
CLAWBACK POLICY
(*Approved by the Board of Directors, Effective 11/04/2026*)

Introduction

The Board of Directors (the "***Board***") of Centuri Holdings, Inc. (the "***Company***") has adopted this clawback policy (this "***Policy***") to provide for the recovery of certain compensation from Covered Persons. This Policy consists of two components:

1. **Dodd-Frank Component**: This component of this Policy (the "***Dodd-Frank Component***") provides for recoupment to comply with the applicable rules of The New York Stock Exchange (the ***"NYSE"***) Listed Company Manual ("***NYSE Rules***"), Section 10D of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), and Rule 10D-1 ("***Rule 10D-1***"), requiring the recovery of Erroneously Awarded Compensation Received by Covered Executives during the Clawback Period.

2. **Misconduct Component**: This component of this Policy (the "***Misconduct Component***") provides for discretionary recoupment of Covered Compensation of a Covered Person in the event of Misconduct by such Covered Person.

All capitalized terms used herein shall have the meanings set forth herein.

Administration and Interpretation

This Policy is administered by the Compensation Committee of the Board (the "***Committee***"), and any determinations made by the Committee shall, to the fullest extent permitted by applicable law, be final, conclusive and binding on all Covered Persons.

The Committee is authorized to interpret and construe this Policy and to make all determinations necessary, appropriate, or advisable for the administration of this Policy and for the Company's compliance with NYSE Rules, Section 10D of the Exchange Act, Rule 10D-1 and any other applicable law, regulation, rule or interpretation of the U.S. Securities and Exchange Commission (the "***SEC***") or the NYSE promulgated or issued in connection therewith.

Covered Persons

1. **Covered Executives**: The Dodd-Frank Component applies to the Company's current and former Executive Officers (each, a "***Covered Executive***"). For purposes of this Policy, "***Executive Officer***" means each individual who is currently or was previously designated an "executive officer," as such term is defined in Rule 10D-1 and Section 303A.14 of the NYSE's listing standards. For the avoidance of doubt, the identification of an Executive Officer for purposes of this Policy shall include each executive officer who is or was identified pursuant to Item 401(b) of Regulation S-K, as well as current and former principal financial

officers and current and former principal accounting officers (or, if there is no principal accounting officer, the controller).

2. **Covered Employees**: The Misconduct Component applies to all current and former employees of the Company Group (each, a "***Covered Employee***").

Mandatory Recoupment under Dodd-Frank Component

In accordance with NYSE Rules and Rule 10D-1, in the event of an Accounting Restatement, the Company will reasonably promptly recover any Erroneously Awarded Compensation Received by a Covered Executive during a Clawback Period as follows:

1. After an Accounting Restatement, the Committee shall determine the amount of any Erroneously Awarded Compensation Received by a Covered Executive during the Clawback Period.

    a) For Incentive-based Compensation based on (or derived from) the Company's stock price or total shareholder return, where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in the applicable Accounting Restatement:

        (i) The amount shall be determined by the Committee based on a reasonable estimate of the effect of the Accounting Restatement on the relevant stock price or total shareholder return upon which the Incentive-based Compensation was Received; and

        (ii) The Company shall maintain documentation of the determination of such reasonable estimate and provide the relevant documentation as required to the NYSE.

    b) The Committee shall have discretion to determine the appropriate means of recovering Erroneously Awarded Compensation based on the particular facts and circumstances, which may include, but is not limited to, requiring payment of such amount(s) to the Company, by set-off, by reducing future compensation, or by such other means or combination of means as the Committee determines to be appropriate; provided, however, that any recovery by set-off against, deduction from, or reduction of, or any requirement to repay or return, amounts that constitute wages, pay or similarly protected compensation under applicable federal, state, provincial, territorial or foreign law (including applicable wage payment, wage deduction and employment standards legislation) shall be effected only to the extent and in the manner permitted by such law, and, where such method is not so permitted, the Company shall instead seek recovery by direct repayment, to the extent permitted by such law, or by legal proceedings or other permissible means.

Discretionary Recoupment under Misconduct Component

If the Committee determines, in its sole discretion, that a Covered Employee has engaged in Misconduct, the Committee may require, to the extent permitted by applicable law, the reimbursement, repayment or forfeiture of all or any portion of the Covered Compensation granted, awarded, paid, earned, vested or received by such Covered Employee during the period that the Committee determines to be appropriate (which period may be prior to the date that this Policy was adopted) in light of the scope and nature of the Misconduct, and may determine that any unpaid, unvested or unsettled Covered Compensation has not been earned and shall be forfeited.

Recovery under the Misconduct Component may be sought whether or not the Misconduct resulted in an Accounting Restatement and whether or not the Misconduct resulted in any Covered Compensation being granted, paid or vested in an amount greater than would have been the case absent the Misconduct.

In determining whether to seek recovery and the amount to be recovered, the Committee may consider, among other things, the seriousness of the Misconduct, whether the Covered Employee was unjustly enriched, the Covered Employee's position with the Company Group, the relationship of the Misconduct to the Covered Compensation, whether seeking recovery would prejudice the Company Group's interests (including in any proceeding or investigation), the cost and likelihood of success of recovery, and any other factors that the Committee deems relevant.

The Committee may effect recovery under the Misconduct Component by any of the means described under the Dodd-Frank Component, by canceling outstanding vested or unvested equity awards, by seeking recovery of any gain realized on the vesting, exercise, settlement or sale or other transfer of any equity award (or of any shares issued on exercise or settlement of any equity award), by forfeiture of severance or deferred compensation (subject to compliance with Section 409A of the Internal Revenue Code of 1986, as amended), or by any other method permitted by applicable law.

In the event of an Accounting Restatement, the Dodd-Frank Component shall apply and control. The Committee may also apply the Misconduct Component to an Accounting Restatement, but any recovery under the Misconduct Component shall give credit for any amount recovered under the Dodd-Frank Component, and the Company shall not recover a duplicative amount under both components.

Notwithstanding anything in this Policy to the contrary, the Company shall not withhold, deduct, offset or recover amounts from, or require the repayment or return of, wages, salary, overtime pay, commissions, final pay, or other compensation except to the extent permitted by applicable law and, where required by applicable law, pursuant to a valid employee authorization or court order. The Company will administer and enforce this

Policy in compliance with applicable wage payment, wage deduction, employment standards and other employment laws.

Disclosure Requirements

The Company shall file all disclosures with respect to this Policy as required by applicable federal securities laws, SEC regulations and NYSE Rules.

No Indemnification

The Company Group shall not be permitted to insure or indemnify any Covered Person against (i) the loss of any Erroneously Awarded Compensation or Covered Compensation that is repaid, returned, recovered or forfeited pursuant to the terms of this Policy, or (ii) any claims relating to the Company's successful enforcement of its rights under this Policy. Further, the Company Group shall not enter into any agreement that exempts any Incentive-based Compensation or Covered Compensation that is granted, paid or awarded to a Covered Employee from the application of this Policy or that waives the Company Group's right to recovery of any Erroneously Awarded Compensation, and this Policy shall supersede any such agreement.

Amendment; Termination

The Committee may amend this Policy from time to time as it deems necessary in its discretion. Notwithstanding anything in this paragraph to the contrary, no amendment or termination of this Policy shall be effective if such amendment or termination would (after taking into account any actions taken by the Company contemporaneously with such amendment or termination) cause the Company to violate any federal securities laws, SEC regulations or NYSE Rules.

Protected Activity

Nothing in this Policy, or in any agreement or arrangement referencing this Policy, prohibits or restricts any Covered Person from (i) reporting possible violations of law or regulation to, filing a charge or complaint with, communicating with, or participating in any investigation or proceeding conducted by, any federal, state, provincial, territorial, local or foreign governmental agency or entity, including the SEC, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the U.S. Department of Justice and any Canadian securities regulatory authority, employment standards branch or director, labour relations board, human rights commission or tribunal or occupational health and safety regulator, in each case without notice to or approval from the Company Group; (ii) receiving an award for information provided to any governmental agency or entity; (iii) discussing or disclosing wages, hours or other terms and conditions of employment, or engaging in other concerted activity protected by Section 7 of the National Labor Relations Act or any comparable provision of applicable law; (iv) disclosing information about unlawful acts in the workplace, including harassment, discrimination, retaliation or any other conduct the

Covered Person has reason to believe is unlawful; (v) making disclosures protected under 18 U.S.C. § 1833(b) or any other whistleblower protection provision of applicable law; (vi) making an inquiry about, exercising or seeking to enforce any right under applicable employment standards, labour relations, human rights or occupational health and safety legislation; or (vii) testifying truthfully in any legal proceeding (collectively, "***Protected Activity***"). No Protected Activity shall constitute Misconduct, and the Committee shall not seek recovery or forfeiture of any compensation under this Policy on account of, or in retaliation for, any Protected Activity.

Represented Employees

This Policy applies to all Covered Employees, including employees who are represented by a labor organization or whose terms and conditions of employment are governed by a collective bargaining agreement. The Company shall administer and enforce this Policy with respect to represented employees in a manner consistent with applicable labor laws and collective bargaining agreements. Nothing in this Policy is intended to modify, supersede, or conflict with the terms of any applicable collective bargaining agreement. To the extent a provision of this Policy conflicts with an applicable collective bargaining agreement, the collective bargaining agreement shall govern with respect to represented employees.

Other Recovery Rights

This Policy shall be binding and enforceable against all Covered Persons and, to the extent required by applicable law or guidance from the SEC or the NYSE, their beneficiaries, heirs, executors, administrators or other legal representatives. This Policy will survive and continue notwithstanding any termination of a Covered Person's employment with the Company Group. Any employment agreement, equity award agreement, severance plan or agreement, compensatory plan or any other agreement or arrangement with a Covered Person shall be deemed to include, as a condition to the grant of any benefit thereunder, an agreement by the Covered Person to abide by the terms of this Policy. Any right of recovery under this Policy is in addition to, and not in lieu of, any other remedies or rights of recovery that may be available to the Company under applicable law, regulation or rule or pursuant to the terms of any policy of the Company or any provision in any employment agreement, equity award agreement, severance plan or agreement, compensatory plan or any other agreement or arrangement.

Definitions

For purposes of this Policy, the following capitalized terms shall have the meanings set forth below.

"***Accounting Restatement***" means an accounting restatement of the Company's financial statements due to the material noncompliance with any financial reporting requirement under the federal securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material

to the previously issued financial statements (a “Big R” restatement), or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (a “little r” restatement).

“***Clawback Eligible Incentive Compensation***” means any Incentive-based Compensation that was Received on or after March 21, 2024 by a Covered Executive:

(i) who served as an Executive Officer at any time during the applicable performance period relating to any Incentive-based Compensation (whether or not such Executive Officer is serving at the time the Erroneously Awarded Compensation is required to be recovered by the Company),

(ii) after beginning service as an Executive Officer,

(iii) while the Company has a class of securities listed on a national securities exchange or a national securities association, and

(iv) during the applicable Clawback Period (as defined below).

“***Clawback Period***” means, with respect to any Accounting Restatement, the three completed fiscal years of the Company immediately preceding the Restatement Date (as defined below), and if the Company changes its fiscal year, any transition period of less than nine months within or immediately following those three completed fiscal years.

“***Company Group***” means, collectively, the Company and the Related Entities.

“***Covered Compensation***” means all compensation of any kind (whether in cash, equity or other property) paid, granted, promised or awarded by any member of the Company Group, other than base salary, base wages, overtime, premium payments, or reporting time pay, including, without limitation, Incentive-based Compensation; annual or other cash bonuses and incentives (whether based on financial, operational, strategic or qualitative measures, or paid in the Company Group’s discretion); commissions; stock options, restricted stock, restricted stock units (including awards that vest solely based on continued employment or service), performance share units and other equity or equity-based awards, and any proceeds or gains realized therefrom; severance payments and other payments or benefits provided in connection with or following a termination of employment; and compensation paid as consideration for restrictive covenants.

“***Covered Person****”* means a Covered Executive or a Covered Employee.

“***Erroneously Awarded Compensation***” means, with respect to each Covered Executive in connection with an Accounting Restatement, the amount of Clawback Eligible Incentive Compensation that exceeds the amount of Incentive-based Compensation that otherwise would have been Received had it been determined based on the restated amounts, computed without regard to any taxes paid.

"***Financial Reporting Measure***" means any measure that is determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any other measure that is derived wholly or in part from such measures. Stock price and total shareholder return (and any measures that are derived wholly or in part from stock price or total shareholder return) shall, for purposes of this Policy, be considered Financial Reporting Measures. For the avoidance of doubt, (a) stock price and total shareholder return are considered Financial Reporting Measures for purposes of this Policy, and (b) a Financial Reporting Measure need not be presented in the Company's financial statements or included in a filing with the SEC.

"***Incentive-based Compensation***" means any compensation that is granted, earned or vested based wholly or in part upon the attainment of a Financial Reporting Measure.

"***Misconduct***" means that a Covered Employee:

(i) committed a significant legal or compliance violation in connection with the Covered Employee's employment, including a violation of the Company's corporate policies or Code of Business Conduct and Ethics;

(ii) engaged in an act of fraud, embezzlement, misappropriation, misconduct or breach of fiduciary duty against any member of the Company Group or any of its officers, directors, employees, contractors, customers, suppliers, insurers or agents;

(iii) breached any material provision of any written agreement with any member of the Company Group, including any non-competition, non-solicitation, confidentiality, non-disclosure, or other restrictive covenant provisions in any such agreement, to the extent such provision is valid and enforceable under applicable law;

(iv) was aware of, or should reasonably have been aware of, misconduct that occurred in an area over which the Covered Employee had supervisory authority; or

(v) engaged in any other action (or inaction) that constitutes gross negligence or willful misconduct in the performance of the Covered Employee's duties and responsibilities or is materially injurious to any member of the Company Group, monetarily or otherwise, or which could result in a material adverse effect or harm to the business, operations, financial condition, properties, assets, prospects, value or reputation of any member of the Company Group.

Notwithstanding the foregoing, Misconduct shall not include any Protected Activity.

"***Received***" means deemed receipt, and Incentive-based Compensation shall be deemed received in the Company's fiscal period during which the relevant Financial

Reporting Measure specified in the Incentive-based Compensation award is attained, even if the payment or grant of the Incentive-based Compensation to the Covered Executive occurs after the end of that period.

"***Related Entity***" has the meaning assigned to it in the Centuri Holdings, Inc. Omnibus Incentive Plan or any successor plan thereto, in each case as may be amended from time to time.

"***Restatement Date***" means the earlier to occur of (i) the date the Board, a committee of the Board or the officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement, or (ii) the date a court, regulator or other legally authorized body directs the Company to prepare an Accounting Restatement.