

Constellation Oil Services Holding S.A.

Société anonyme

Siège social : 8-10, Avenue de la Gare
L-1610 Luxembourg
Grand-Duché de Luxembourg

R.C.S. Luxembourg: B163424
(the **Company**)

**CONVENING NOTICE TO THE ANNUAL AND EXTRAORDINARY GENERAL MEETINGS
OF THE SHAREHOLDERS OF THE COMPANY
TO BE HELD IN LUXEMBOURG ON 14 APRIL 2026**

Luxembourg, 24 March 2026

Dear Shareholder,

You are hereby invited to attend:

- (i) the annual general meeting of the shareholders of the Company, to be held on 14 April 2026 at 10:00 CEST (the **AGM**); and
- (ii) the extraordinary general meeting of the shareholders of the Company, to be held on 14 April 2026, immediately following the AGM, expected to be at 11:00 CEST (the **EGM**, together with the AGM, the **Meetings**).

Both Meetings will be held at the registered office of the Company, being 8-10, Avenue de la Gare, L – 1610 Luxembourg, Grand Duchy of Luxembourg.

The Meetings are held as two separate meetings since the AGM will be held under private seal whereas the EGM will be held before a Luxembourg notary as the EGM includes items requiring an extraordinary general meeting held before a notary public, such as, among others, the contemplated amendment of the Company's articles of association.

The AGM will be held under private seal with the following agenda:

1. Presentation of the report from the board of directors of the Company (the **Board**) with respect to a potential conflict of interest of certain members of the Board in relation to the matters as set out therein (non-voting item);
2. Presentation of the report from the Board on the annual accounts and the consolidated financial statements for the 2025 financial year and of the reports of the statutory auditor (*commissaire aux comptes*) on the annual accounts for the 2025 financial year and of the independent auditor (*réviseur d'entreprises agréé*) on the consolidated financial statement for the 2025 financial year

(non-voting items);

3. Approval of the Company's annual accounts for the 2025 financial year (voting item);
4. Approval of the Company's consolidated financial statements for the 2025 financial year (voting item);
5. Allocation of results and approval of four distributions sourced out of share premium in an amount of USD 25,000,000 each (one per quarter), each subject to the following three conditions precedent, being that (a) the relevant distribution is permitted under the existing contractual arrangements of the Company (b) the Company maintains, as of the date of the distribution and after giving effect thereto, an unrestricted cash balance of at least USD 100,000,000 and (c), as of the day preceding the date on which the occurrence of the conditions precedent is verified by the Board, no communication from the Company's Audit, Risks and Compliance Office (GRC) has been received by the Company indicating that the relevant distribution should not proceed, and authorization to the Board to verify the occurrence of each of the conditions once per quarter within such quarter's last seven business days with respect to each relevant distribution (voting item);
6. Discharge of all the members of the Board (voting item);
7. Discharge of the statutory auditor (*commissaire aux comptes*) – Auren Audit S.à r.l. (voting item);
8. Approval of the reappointment of Maria Vladimirovna Gordon as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028 (voting item);
9. Approval of the reappointment of Jorge Andrés Tagle Ovalle as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028 (voting item);
10. Approval of the reappointment of Jaap Jan Prins as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028 (voting item);
11. Approval of the reappointment of Bruno Pessoa Serapiao as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028 (voting item);
12. Approval of the reappointment of Bertrand Jean-Marie Patrick de Fays as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028 (voting item);
13. Confirmation of the co-optation and approval of the reappointment of Nicholas Simon Procopenko as director of the Company for a term that will expire on the date of the annual general meeting

of shareholders to be held in 2028 (voting item);

14. Approval of the remuneration of Maria Vladimirovna Gordon, Bruno Pessoa Serapiao, Jaap Jan Prins and Jorge Andrés Tagle Ovalle as directors of the Company for the current financial year ending on 31 December 2026 (voting item);
15. Approval of the payment by the Company of an additional annual cash retainer fee for the financial year ending on 31 December 2026 to the chairperson of each of the committees of the Board and to members of the special committee (voting item);
16. Approval of the appointment of Auren Audit S.à r.l. as the Company's approved statutory auditor (*réviseur d'entreprises agréé*) with respect to the Company's annual accounts for the financial year 2026 (voting item);
17. Approval of the appointment of Grant Thornton Audit & Assurance as the Company's approved statutory auditor (*réviseur d'entreprises agréé*) with respect to the Company's consolidated financial statements for the financial year 2026 (voting item); and
18. Approval that any block trades and secondary offerings (considered together or separately) occurring after the announcement of the intention to pursue the Uplisting (as defined below) shall be considered towards the determination (i) that the 20% offering of common shares of the Company in a primary or secondary offering has been reached (as defined under item (iv) and the definition of Liquidity Event in the MIP term sheet approved by the general meeting of shareholders on 12 December 2024) and (ii) of a Specified Qualifying Liquidity Event (as defined in the amended and restated warrant agreement of the Company dated 8 July 2025). Where multiple block trades and/or secondary offerings occur, the TEV shall be calculated using the volume-weighted average of such transactions. For purposes of this resolution, "block trades" shall mean any transaction (or series of related transactions) in the Company's common shares (or depositary receipts representing such shares) that is executed as a single negotiated trade (or cross) with one or more purchasers in excess of \$3,000,000 dollars; and the announcement of the intention to pursue the Uplisting shall be deemed to have occurred upon the publication of this convening notice on the website of the Company <https://ri.theconstellation.com>. "Uplisting" means the admission to trading of the Company's shares or depositary receipts on Euronext Oslo Børs (mainlist) (voting item).

The EGM will be held in front of a Luxembourg notary public with the following agenda:

1. Adjustment and extension of the scope of the authorised share capital of the Company, and authorisation to the Board to limit or suppress the preferential subscription rights of existing shareholders and to amend articles 5.2, 5.3, 5.4 and 5.8 of the articles of association of the Company accordingly in connection with the Uplisting (voting item);
2. Adjustment and extension of the scope of the authorized share capital of the Company, and authorization to the Board to limit or suppress the preferential subscription rights of existing

shareholders and to amend articles 5.2, 5.3, 5.4 and 5.8 (only in case resolution 1 is not approved) of the articles of association of the Company accordingly in connection with the BOD MIP (as such term is defined in the annex to the minutes of the general meeting of shareholders of the Company held on 30 June 2022) payment and the granting of Shares to the Board members, management of the Company and other eligible persons with respect to the management incentive plan for certain members of the Board and other eligible persons previously approved by the shareholders (the **MIP**), including through a Supplemental Equity Component designed to compensate eligible participants for the restrictions and illiquidity resulting from the applicable lock-up period, thereby aligning the interests of the Board with those of the Company's management and shareholders (voting item); and

3. Approval of the amendments to the articles of association of the Company, without amending the corporate object of the Company, required in connection with the Uplisting, to be effective as of the date of the Uplisting (voting item);

Further explanatory remarks pertaining to the various items of the agenda of the Meetings and the text of the proposed resolutions are available on the website of the Company <https://ri.theconstellation.com/> (the **Proposed Resolutions and Explanatory Notes**). A physical copy of all items presented to the Meetings including the aforementioned Proposed Resolutions and Explanatory Notes, and the proposed changes to the articles of association of the Company (including as to its authorized share capital) are available at the registered office of the Company and copies thereof may be obtained upon request at:

Company

Attn.: Investor Relations/Corporate Secretary

ir@theconstellation.com; or

corporatesecretary@theconstellation.com

The previous (extraordinary) general meeting of the Company was held on 19 June 2025 with the agenda and the results as set out in the minutes of such meeting as published in the *Recueil Electronique des Sociétés et Associations* – RESA under the publication reference RESA_2025_151.634 on 14 July 2025.

Technical note on voting procedures

a) Current Shareholder Structure

As of the date of this notice, the Company's issued share capital consists of 84,439,906 ordinary registered shares (the **Ordinary Shares**). A number of Ordinary Shares are held by EQURO ISSUER SERVICES AS, acting as depository agent (the **Depository Agent**), which has in turn issued depository receipts (the **Depository Receipts**), each representing one (1) Ordinary Share. The Depository Receipts were listed on the multilateral trading facility Oslo Euronext Growth on 6 March 2025.

b) Record Date and right to participate at the Meetings

The determination of entitlement of a direct shareholder or holder of Depository Receipts to participate and vote at the Meetings shall be established as follows:

Only holders of Depository Receipts and/or Ordinary Shares on record at the close of trading on Oslo Euronext Growth on March 31, 2026 (the **Record Date**) shall have the right to participate at the Meetings;

- (i) As regards the holders of Ordinary Shares, their ownership of their respective Ordinary Shares and entitlement to participate in, and exercise voting rights at, the Meetings shall be established solely by inspection of the Company's official shareholder register as of the Record Date.
- (ii) As regards the holders of Depository Receipts, their ownership of their respective Depository Receipts and entitlement to indirectly participate in, and exercise voting rights at, the Meetings shall be established solely by inspection of the list of Depository Receipts as operated by the Depository Agent as of the Record Date.

For avoidance of doubt, each Ordinary Share or Depository Receipt, as the case may be, shall entitle the holder to one vote at the Meetings.

c) Voting Rights and Procedures: Holders of Depository Receipts

Holders of Depository Receipts may participate at the Meetings as follows:

- (i) Holders of Depository Receipts may instruct the Depository Agent on how to exercise the voting rights attached to the Ordinary Shares underlying their Depository Receipts by duly executing the enclosed power of attorney (**NDR Holders – Form of Voting Instructions to Depository Agent (Equro)**), attached hereto as Annex 1) to authorise the Depository Agent to represent them at the Meetings. In such case, the holders of Depository Receipts will not be required to attend the Meetings to exercise the votes attached to the underlying Ordinary Shares, and the Depository Agent will be bound to exercise the votes in accordance with the instructions received through such proxy.

Holders of Depository Receipts who wish to be represented and vote in respect of the relevant resolutions to be adopted at the Meetings in this manner must have the NDR Holders – Form of Voting Instructions to Depository Agent (Equro) completed, printed and signed:

- a. with “.pdf” copy to be returned to the Depository to the following e-mail addresses:

Depository (Equoro Issuer Services AS)

info@equoro.com

no later than March 31, 2026, at 23:59 CEST; and

- b. the duly executed original to be returned to the registered office of Equoro at Billingstadsjletta 13, 1396, Billingstad, Asker, Norway as soon as practicable thereafter.

- (ii) Holders of Depository Receipts who wish to attend and vote at the Meetings in person may execute the attendance and reverse power of attorney form, indicating their intention to attend or be represented at the Meetings (the **NDR Holders – Notice of Attendance and Reverse Power of Attorney**, attached hereto as Annex 2). Provided the *NDR Holders – Notice of Attendance and Reverse Power of Attorney* is duly completed and the corresponding documentation provided as set out therein, the Depository Agent shall countersign it, thereby empowering the Holder of Depository Receipts to attend the Meetings and vote the Ordinary Shares underlying their respective Depository Receipts

Holders of Depository Receipts who wish to attend and vote at the Meetings in this manner, please complete, print and sign the *NDR Holders – Notice of Attendance and Reverse Power of Attorney*:

- a. with .pdf copy to be returned to the Depository (Equoro Issuer Services AS)

info@equoro.com

no later than March 31, 2026, at 23:59 CEST;and

- b. the duly executed original to be returned to the registered office of Equoro at Billingstadsjletta 13, 1396, Billingstad, Asker, Norway as soon as practicable thereafter.

Upon delivering a duly completed *NDR Holders – Notice of Attendance and Reverse Power of Attorney*, the Depository Agent will send the copy of the countersigned document to the Holder of Depository Receipts (to its sending address, whether it be post or e-mail) no later than April 7, 2026, at 23:59 CEST. For avoidance of doubt, the Holder of Depository Receipts will not be required to re-forward the countersigned copy of the Notice of Attendance and Reverse Power of Attorney to the Company and will be admitted to the Meetings even if it has failed to receive the countersigned copy in time, provided the Depository Agent has sent it to the Company by no later than by April 7, 2026 at 23:59 CEST.

For any Ordinary Shares underlying Depository Receipts for which no voting instructions have been duly received by the Depository Agent, the Depository Agent will not exercise the voting rights attached to

such Ordinary Shares. Similarly, Holders of Depository Receipts will not be allowed to attend or vote at the Meetings, unless such participation is based on a duly completed *NDR Holders – Notice of Attendance and Reverse Power of Attorney*.

d) Voting Rights and Procedures: Ordinary Shareholders

- (i) Direct shareholders of the Company who wish to participate at the Meetings in person, should indicate their intention to do so no later than April 7, 2026 at 23:59 CEST, by writing an e-mail at address set out below, indicating their corporate particulars, e.g. denomination, country of incorporation, registered office and commercial register number (in case of legal entities); or their full name; place and date of birth; passport number (in case of natural persons);

Email to be sent to:

corporatesecretary@theconstellation.com

- (ii) Insofar direct shareholders of the Company wish to participate by proxy or by vote by correspondence (i.e. not in person), they must arrange either for: (i) the enclosed power of attorney (the **Ordinary Shareholders - Power of Attorney**, attached hereto as Annex 3), should they wish to be represented at the Meetings by a proxy or (ii) the enclosed voting form (the **Ordinary Shareholders - Voting Form**, attached hereto as Annex 4), should they wish to cast their votes in writing, to be completed, printed and signed:

- a. with .pdf copy to be returned to the Company by e-mail to the following e-mail addresses:

corporatesecretary@theconstellation.com

no later than April 7, 2026, at 23:59 CEST; and

- b. the duly executed original to be returned to the registered office of the Company as indicated in the header of this convening notice as soon as practicable thereafter.

e) Voting Rights and Procedures: Depository Agent and Constellation Holdco S.A.

Due to their intermediary nature and/or function, the Depository Agent and Constellation Holdco S.A., may elect to be represented or vote in respect of the relevant resolutions to be adopted at the Meetings, by completing, printing and signing: (i) the enclosed power of attorney for intermediaries (the **Intermediaries – Power of Attorney**, attached hereto as Annex 5) or (ii) the enclosed voting form for intermediaries (the **Intermediaries – Voting Form**, attached hereto as Annex 6):

- a. with .pdf copy to be returned to the Company by e-mail to the following e-mail addresses:

corporatesecretary@theconstellation.com

no later than April 7, 2026, at 23:59 CEST; and

- b. the duly executed original to be returned to the registered office of the Company as indicated in the header of this convening notice as soon as practicable thereafter.

[Remainder of the page intentionally left blank – signature page follows]

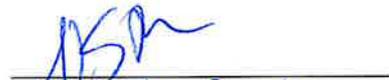
Yours sincerely,

The board of directors of **Constellation Oil Services Holding S.A.**



Name: **Bertrand de Fays**

Title: Director and Authorised Signatory



Name: **Nicholas Pappas**

Title: Director and Authorised Signatory

Annex 1: NDR Holders - Form of Voting Instructions to Depository Agent (Equoro)

PLEASE USE THIS FORM IF YOU ARE A NDR HOLDER AND INTEND TO VOTE WITHOUT PHYSICALLY ATTENDING THE MEETINGS. If you or your proxy wish to physically attend the Meetings, please fill out the 'NDR Holders – Notice of Attendance and Reverse Power of Attorney' form.

Annex 1

NDR Holders - Form of Voting Instructions to Depository Agent (Equro)

for the purposes of the exercise of your voting rights at:

- (i) the annual general meeting of the shareholders of the Company, to be held on 14 April 2026 at 10:00 CEST, at the registered office of the Company, being 8-10, Avenue de la Gare, L – 1610 Luxembourg, Grand Duchy of Luxembourg (the **AGM**); and
- (ii) the extraordinary general meeting of the shareholders of the Company, to be held on 14 April 2026, immediately following the AGM, expected to be at 11:00 CEST, at the registered office of the Company, being 8-10, Avenue de la Gare, L – 1610 Luxembourg, Grand Duchy of Luxembourg (the **EGM**; together with the AGM, the **Meetings**).

The undersigned (the **NDR Holder**),

Full name: _____

Place of residence / office: _____

Place and date of birth (if applicable): _____

Company reg. number (if applicable): _____,

being the holder of _____

_____ sponsored Norwegian depository receipts ("**NDRs**") issued by Equro Issuer Services AS, a company existing and operating under the laws of Norway, with company registration no. 915 465 544 ("**Equro**") representing an equal number of ordinary shares in registered form of **Constellation Oil Services Holding S.A.**, a public limited liability company (*société anonyme*) organized and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 8-10, Avenue de la Gare, L-1610 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de commerce et des Sociétés, Luxembourg*) under number B163424 (the **Company**) hereby appoint Equro or any other person as may be appointed by Equro in its discretion from time to time as my proxy and to vote for me on my behalf at the Meetings of the Company to be held on 14 April 2026 and at any adjournment thereof. My proxy is to vote as indicated below in respect of the resolutions set out in the Convening Notice to the Meetings and the Proposed Resolutions and Explanatory Notes.

Notes:

1. Any alteration or deletion must be signed or initialled.
2. A NDR Holder should indicate by marking the box headed either FOR, AGAINST or ABSTAIN with an 'X' to show how he wishes his vote to be cast in respect of each of the resolutions set out in the Convening Notice to the Meetings. Unless so instructed, the proxy will vote or abstain as he thinks fit.
3. In the case of a legal person (such as a company), this form of proxy should be signed on its behalf by an authorised representative. When submitting this Proxy to Equro Issuer Services AS, you must also send the instrument granting you rights of representation of the legal person.
4. This form may only be withdrawn up to March 31, 2026 23:59 CEST by contacting Equro Issuer Services AS on the following email info@equro.com.

AGENDA – PROPOSALS OF RESOLUTIONS AT THE AGM

AGENDA ITEM (1): Presentation of the report from the board of directors of the Company (the **Board**) with respect to a potential conflict of interest of certain members of the Board in relation to the matters as set out therein (non-voting item).*

AGENDA ITEM (2): Presentation of the report from the Board on the annual accounts and the consolidated financial statements for the 2025 financial year and of the reports of the statutory auditor (commissaire aux comptes) on the annual accounts for the 2025 financial year and of the independent auditor (réviseur d'entreprises agréé) on the consolidated financial statement for the 2025 financial year (non-voting items).*

AGENDA ITEM (3): Approval of the Company's annual accounts for the 2025 financial year.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (4): Approval of the Company's consolidated financial statements for the 2025 financial year.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (5): Allocation of results and approval of four distributions sourced out of share premium in an amount of USD 25,000,000 each (one per quarter), each subject to the following three conditions precedent, being that (a) the relevant distribution is permitted under the existing contractual arrangements of the Company (b) the Company maintains, as of the date of the distribution and after giving effect thereto, an unrestricted cash balance of at least USD 100,000,000 and (c), as of the day preceding the date on which the occurrence of the conditions precedent is verified by the Board, no communication from the Company's Audit, Risks and Compliance Office (GRC) has been received by the Company indicating that the relevant distribution should not proceed, and authorization to the Board to verify the occurrence of each of the conditions once per quarter within such quarter's last seven business days with respect to each relevant distribution.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (6): Discharge of all the members of the Board.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (7): Discharge of the statutory auditor (*commissaire aux comptes*) – Auren Audit S.à r.l.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (8): Approval of the reappointment of Maria Vladimirovna Gordon as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (9): Approval of the reappointment of Jorge Andrés Tagle Ovalle as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (10): Approval of the reappointment of Jaap Jan Prins as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (11): Approval of the reappointment of Bruno Pessoa Serapiao as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*For the proposed resolution please refer to the Proposed Resolutions and Explanatory Notes.

AGENDA ITEM (12): Approval of the reappointment of Bertrand Jean-Marie Patrick de Fays as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (13): Confirmation of the co-optation and approval of the reappointment of Nicholas Simon Procopenko as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (14): Approval of the remuneration of Maria Vladimirovna Gordon, Bruno Pessoa Serapiao, Jaap Jan Prins and Jorge Andrés Tagle Ovalle as directors of the Company for the current financial year ending on 31 December 2026.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (15): Approval of the payment by the Company of an additional annual cash retainer fee for the financial year ending on 31 December 2026 to the chairperson of each of the committees of the Board and to members of the special committee.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (16): Approval of the appointment of Auren Audit S.à r.l. as the Company's approved statutory auditor (*réviseur d'entreprises agréé*) with respect to the Company's annual accounts for the financial year 2026.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (17): Approval of the appointment of Grant Thornton Audit & Assurance as the Company's approved statutory auditor (*réviseur d'entreprises agréé*) with respect to the Company's consolidated financial statements for the financial year 2026.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (18): Approval that any block trades and secondary offerings (considered together or separately) occurring after the announcement of the intention to pursue the Uplisting (as defined below) shall be considered towards the determination (i) that the 20% offering of common shares of the Company in a primary or secondary offering has been reached (as defined under item (iv) and the definition of Liquidity Event in the MIP term sheet approved by the general meeting of shareholders on 12 December 2024) and (ii) of a Specified Qualifying Liquidity Event (as defined in the amended and restated warrant agreement of the Company dated 8 July 2025). Where multiple block trades and/or secondary offerings occur, the TEV shall be calculated using the volume-weighted average of such transactions. For purposes of this resolution, "block trades" shall mean any transaction (or series of related transactions) in the Company's common shares (or depository receipts representing such shares) that is executed as a single negotiated trade (or cross) with one or more purchasers in excess of \$3,000,000 dollars; and the announcement of the intention to pursue the Uplisting shall be deemed to have occurred upon the publication of this convening notice on the website of the Company <https://ri.theconstellation.com>. "Uplisting" means the admission to trading of the Company's shares or depository receipts on Euronext Oslo Børs (mainlist).*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*For the proposed resolution please refer to the Proposed Resolutions and Explanatory Notes.

AGENDA – PROPOSALS OF RESOLUTIONS AT THE EGM

AGENDA ITEM (1): Adjustment and extension of the scope of the authorised share capital of the Company, and authorisation to the Board to limit or suppress the preferential subscription rights of existing shareholders and to amend articles 5.2, 5.3, 5.4 and 5.8 of the articles of association of the Company accordingly in connection with the Uplisting.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (2): Adjustment and extension of the scope of the authorized share capital of the Company, and authorization to the Board to limit or suppress the preferential subscription rights of existing shareholders and to amend articles 5.2, 5.3, 5.4 and 5.8 (only in case resolution 1 is not approved) of the articles of association of the Company accordingly in connection with the BOD MIP (as such term is defined in the annex to the minutes of the general meeting of shareholders of the Company held on 30 June 2022) payment and the granting of Shares to the Board members, management of the Company and other eligible persons with respect to the management incentive plan for certain members of the Board and other eligible persons previously approved by the shareholders (the MIP), including through a Supplemental Equity Component designed to compensate eligible participants for the restrictions and illiquidity resulting from the applicable lock-up period, thereby aligning the interests of the Board with those of the Company's management and shareholders.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (3): Approval of the amendments to the articles of association of the Company, without amending the corporate object of the Company, required in connection with the Uplisting, to be effective as of the date of the Uplisting.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note: please refer to the annexes to the Proposed Resolutions and Explanatory Notes containing the draft restated articles of association of the Company. Please also note that these draft articles of association are subject to change and that a vote in favour will be construed as a vote in favour of the articles of association as presented by the Board at the Meeting, as amended. The most recent draft of such restated articles of association will be available at the registered office of the Company throughout the convening period.

*For the proposed resolution please refer to the Proposed Resolutions and Explanatory Notes.

Signature page to the correspondence voting form for the annual and the extraordinary general meeting of Constellation Oil Services Holding S.A. to be held on 14 April 2026

Name: _____

Title (if any):

Date: _____ **2026**

To be valid, this form of voting instructions must be lodged together with the power of attorney or other authority (if any) under which it is signed at the Equoro Issuer Services AS's registered address at Billingstadsjletta 13, 1396, Billingstad, Asker, Norway or electronically to info@equoro.com, no later than 23:59 CEST on March 31, 2026.

Annex 2: NDR Holders – Notice of Attendance and Reverse Power of Attorney

PLEASE ONLY USE THIS FORM ONLY IF YOU OR YOUR PROXY INTEND TO PHYSICALLY ATTEND THE GENERAL MEETINGS (AND IF YOU ARE A NDR HOLDER). If you wish to have your votes recorded without you or your proxy physically attending the general meetings, please fill out the 'NDR Holders – Form of Voting Instructions to Depository Agent (Equoro)' form.

Annex 2

NDR Holders - Notice of Attendance and Reverse Power of Attorney

for the purposes of the exercise of your voting rights at:

- (i) the annual general meeting of the shareholders of the Company, to be held on 14 April 2026 at 10:00 CEST, at the registered office of the Company, being 8-10, Avenue de la Gare, L – 1610 Luxembourg, Grand Duchy of Luxembourg (the **AGM**); and
- (ii) the extraordinary general meeting of the shareholders of the Company, to be held on 14 April 2026, immediately following the AGM, expected to be at 11:00 CEST, at the registered office of the Company, being 8-10, Avenue de la Gare, L – 1610 Luxembourg, Grand Duchy of Luxembourg (the **EGM**; together with the AGM, the **Meetings**).

The undersigned (the **NDR Holder**):

Full name: _____

Place of residence / office: _____

Place and date of birth (if applicable): _____

Passport number (if applicable): _____

Company reg. number (if applicable): _____,

being the holder of _____ sponsored Norwegian depository receipts ("**NDRs**") issued by Equoro Issuer Services AS, a company existing and operating under the laws of Norway, with company registration no. 915 465 544 ("**Equoro**") representing an equal number of ordinary shares in registered form of **Constellation Oil Services Holding S.A.**, a public limited liability company (*société anonyme*) organized and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 8-10, Avenue de la Gare, L-1610 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de commerce et des Sociétés, Luxembourg*) under number B163424 (the **Represented Shares**, and the **Company**, respectively) hereby notifies the Company and Equoro of:

	Mark "X" near the one which applies
<p>ONLY IF NDR Holder is a PHYSICAL PERSON a) Its/his/her participation and exercising the voting right in Constellation Oil Services Holding S.A. at the Meetings on 14 April 2026; or</p>	
<p>b) The participation of</p> <p>Full name:</p> <p>_____</p> <p>Place of residence / office:</p> <p>_____</p> <p>Place and date of birth (if applicable):</p> <p>_____</p> <p>Passport number (if applicable):</p> <p>_____</p> <p>Company reg. number (if applicable):</p> <p>_____</p>	

<p>_____’, as my proxy and to attend and vote for me on my behalf at the Meetings of the Company to be held on 14 April 2026 and at any adjournment thereof. <i>See Note 3.</i></p>	
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and on the basis thereof, instructs Equro as the registered holder of the Represented Shares in the shareholders’ register of the Company, to countersign this Notice of Attendance and Reverse Power of Attorney, thereby empowering the person denoted under a) or b) hereabove as the case may be (the **Proxy**), to represent Equro at the Meetings with respect to the Represented Shares in accordance with the voting instructions and pursuant to the terms and conditions set out in the annex hereto.

The Proxy shall be required to present their passport and proof of authorisation (if applicable) in order to be admitted to the Meetings and their vote(s) taken into considerations. The particulars set out hereabove must match with those set out on the passport and proof of authorisation (if applicable).

Insofar NDR Holder does not complete the voting instructions set out in the annex hereto (but otherwise duly completes this form and provides any corresponding documentation), the Proxy shall be authorized the vote in its discretion on all agenda items and proposed resolutions, including for avoidance of doubt any new agenda items or counterproposals duly proposed.

Notes:

1. Any alteration or deletion must be signed or initialled.
2. A NDR Holder should indicate by marking the box headed either FOR, AGAINST, ABSTAIN or VOTE IN THE PROXY’S DISCRETION with an ‘X’ to show how the Proxy should be empowered to vote in respect of each of the resolutions set out in the Convening Notice to the Meetings and the Explanatory Note and Proposed Resolutions. Insofar as the NDR Holder fails to mark any box but otherwise duly completes these instructions, Equro shall empower the Proxy to vote in its discretion.
3. In the case of a legal person (such as a company), this Notice of Attendance should be signed on its behalf by an authorised representative. When submitting this Notice of Attendance to Equro Issuer Services AS, you must also send the instrument granting you rights of representation of the legal person.
4. Upon delivering a duly completed *NDR Holders – Notice of Attendance and Reverse Power of Attorney*, the Depository Agent will send the copy of the countersigned document to the NDR Holder (to its sending address, whether it be post or e-mail) and to the Company no later than by April 7, 2026, at 23:59 CEST. For avoidance of doubt, the NDR Holder will not be required to re-forward the countersigned copy of the Notice of Attendance and Reverse Power of Attorney to the Company and will be admitted to the Meetings even if it has failed to receive the countersigned copy in time, provided the Depository Agent has sent it to the Company by no later than by April 7, 2026 at 23:59 CEST.
5. To be valid, this notice of attendance must be lodged at the Equro Issuer Services AS’s registered address at Billingstadsjletta 13, 1396, Billingstad, Asker, Norway or electronically to info@equro.com together with the power of attorney or other authority (if any) under which it is signed, no later than 23:59 CEST on March 31, 2026.
6. This form may only be withdrawn up to March 31, 2026, 23:59 CEST by contacting Equro Issuer Services AS on the following email info@equro.com.

ANNEX (REVERSE POWER OF ATTORNEY)

for the purposes of the exercise of the voting rights stemming from the Represented Shares at:

(iii) the annual general meeting of the shareholders of the Company, to be held on 14 April 2026 at 10:00 CEST, at the registered office of the Company, being 8-10, Avenue de la Gare, L – 1610 Luxembourg, Grand Duchy of Luxembourg (the **AGM**); and

(iv) the extraordinary general meeting of the shareholders of the Company, to be held on 14 April 2026, immediately following the AGM, expected to be at 11:00 CEST, at the registered office of the Company, being 8-10, Avenue de la Gare, L – 1610 Luxembourg, Grand Duchy of Luxembourg (the **EGM**; together with the AGM, the **Meetings**).

Equro, being the holder of the Represented Shares, hereby states that it:

(i) does not wish to attend in person the Meetings having on its agenda the items set out at the end of this form and the corresponding convening notice; and

(ii) wishes to appoint the Proxy to vote in its name and on its behalf at the Meetings in accordance with the terms of this power of attorney with respect to the Represented Shares.

Equro further states that it wishes the Proxy to cast its vote at the Meetings on the proposals of resolutions made by the directors of the Company on the agenda items, by ticking the appropriate box set forth next to each agenda item at the end of this power of attorney.

The omission to tick any boxes with respect to an agenda item shall be considered as empowerment to the Proxy to vote in its discretion with respect to such agenda item (and proposed resolution).

The proposed resolutions and/or voting items are set out in the Proposed Resolutions and Explanatory Notes, which shall constitute part of the present form. It is understood that capitalised terms used and not otherwise defined in this power of attorney shall have the respective meaning given to them under the convening notice to the AGM and EGM and shall be given substantially the same meaning under the resolutions of the Meetings.

Equro, by its signature to this power of attorney gives full power of attorney to the Proxy acting under his/her sole signature, with full power of substitution, to act in its name and represent it at the Meetings and vote in accordance with the instructions contained in this power of attorney.

The Proxy shall be required to present their passport and proof of authorisation (if applicable) in order to be admitted to the Meetings and their vote(s) taken into considerations. The particulars set out hereabove must match with those set out on the passport and proof of authorisation (if applicable).

This power of attorney is effective as of the date of its execution and shall remain effective up to (and including) to 30 December 2026.

Equro authorises the Proxy to sign all documents and do all acts necessary or useful in connection with or in respect of the performance of this power of attorney, even though not indicated, undertaking to ratify and confirm such acts and signatures if required.

Equro undertakes to fully indemnify the Proxy against all reasonable claims, losses, costs, expenses, damages or liability, which the Proxy may sustain or incur as a result of any action taken by the latter in good faith pursuant to this power of attorney, including any reasonable costs incurred in enforcing this power of attorney.

This power of attorney is governed by and shall be construed in accordance with the laws of the Grand-Duchy of Luxembourg. The courts of the district of the city of Luxembourg shall have exclusive jurisdiction to hear any dispute or controversy arising out of or in connection with this power of attorney.

This power of attorney must identify the signatory(ies) of this power of attorney and should be read in conjunction with the convening notice to the Meetings.

For Equro: Unless extended at the discretion of the bureau of the Meetings, only powers of attorney received by April 7 2026 at 23:59 CEST shall be accepted as valid votes and taken into account in calculating the quorum and majority for the Meetings.

AGENDA – PROPOSALS OF RESOLUTIONS AT THE AGM

AGENDA ITEM (1): Presentation of the report from the board of directors of the Company (the **Board**) with respect to a potential conflict of interest of certain members of the Board in relation to the matters as set out therein (non-voting item).*

AGENDA ITEM (2): Presentation of the report from the Board on the annual accounts and the consolidated financial statements for the 2025 financial year and of the reports of the statutory auditor (commissaire aux comptes) on the annual accounts for the 2025 financial year and of the independent auditor (réviseur d'entreprises agréé) on the consolidated financial statement for the 2025 financial year (non-voting items).*

AGENDA ITEM (3): Approval of the Company's annual accounts for the 2025 financial year.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (4): Approval of the Company's consolidated financial statements for the 2025 financial year.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (5): Allocation of results and approval of four distributions sourced out of share premium in an amount of USD 25,000,000 each (one per quarter), each subject to the following three conditions precedent, being that (a) the relevant distribution is permitted under the existing contractual arrangements of the Company (b) the Company maintains, as of the date of the distribution and after giving effect thereto, an unrestricted cash balance of at least USD 100,000,000 and (c), as of the day preceding the date on which the occurrence of the conditions precedent is verified by the Board, no communication from the Company's Audit, Risks and Compliance Office (GRC) has been received by the Company indicating that the relevant distribution should not proceed, and authorization to the Board to verify the occurrence of each of the conditions once per quarter within such quarter's last seven business days with respect to each relevant distribution.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (6): Discharge of all the members of the Board.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (7): Discharge of the statutory auditor (*commissaire aux comptes*) – Auren Audit S.à r.l..*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (8): Approval of the reappointment of Maria Vladimirovna Gordon as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (9): Approval of the reappointment of Jorge Andrés Tagle Ovalle as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (10): Approval of the reappointment of Jaap Jan Prins as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (11): Approval of the reappointment of Bruno Pessoa Serapiao as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*For the proposed resolution please refer to the Proposed Resolutions and Explanatory Notes.

AGENDA ITEM (12): Approval of the reappointment of Bertrand Jean-Marie Patrick de Fays as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (13): Confirmation of the co-optation and approval of the reappointment of Nicholas Simon Procopenko as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (14): Approval of the remuneration of Maria Vladimirovna Gordon, Bruno Pessoa Serapiao, Jaap Jan Prins and Jorge Andrés Tagle Ovalle as directors of the Company for the current financial year ending on 31 December 2026.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (15): Approval of the payment by the Company of an additional annual cash retainer fee for the financial year ending on 31 December 2026 to the chairperson of each of the committees of the Board and to members of the special committee.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (16): Approval of the appointment of Auren Audit S.à r.l. as the Company's approved statutory auditor (*réviseur d'entreprises agréé*) with respect to the Company's annual accounts for the financial year 2026.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (17): Approval of the appointment of Grant Thornton Audit & Assurance as the Company's approved statutory auditor (*réviseur d'entreprises agréé*) with respect to the Company's consolidated financial statements for the financial year 2026.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (18): Approval that any block trades and secondary offerings (considered together or separately) occurring after the announcement of the intention to pursue the Uplisting (as defined below) shall be considered towards the determination (i) that the 20% offering of common shares of the Company in a primary or secondary offering has been reached (as defined under item (iv) and the definition of Liquidity Event in the MIP term sheet approved by the general meeting of shareholders on 12 December 2024) and (ii) of a Specified Qualifying Liquidity Event (as defined in the amended and restated warrant agreement of the Company dated 8 July 2025). Where multiple block trades and/or secondary offerings occur, the TEV shall be calculated using the volume-weighted average of such transactions. For purposes of this resolution, "block trades" shall mean any transaction (or series of related transactions) in the Company's common shares (or depositary receipts representing such shares) that is executed as a single negotiated trade (or cross) with one or more purchasers in excess of \$3,000,000 dollars; and the announcement of the intention to pursue the Uplisting shall be deemed to have occurred upon the publication of this convening notice on the website of the Company <https://ri.theconstellation.com>. "Uplisting" means the admission to trading of the Company's shares or depositary receipts on Euronext Oslo Børs (mainlist).*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*For the proposed resolution please refer to the Proposed Resolutions and Explanatory Notes.

AGENDA – PROPOSALS OF RESOLUTIONS AT THE EGM

AGENDA ITEM (1): Adjustment and extension of the scope of the authorised share capital of the Company, and authorisation to the Board to limit or suppress the preferential subscription rights of existing shareholders and to amend articles 5.2, 5.3, 5.4 and 5.8 of the articles of association of the Company accordingly in connection with the Uplisting.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (2): Adjustment and extension of the scope of the authorized share capital of the Company, and authorization to the Board to limit or suppress the preferential subscription rights of existing shareholders and to amend articles 5.2, 5.3, 5.4 and 5.8 (only in case resolution 1 is not approved) of the articles of association of the Company accordingly in connection with the BOD MIP (as such term is defined in the annex to the minutes of the general meeting of shareholders of the Company held on 30 June 2022) payment and the granting of Shares to the Board members, management of the Company and other eligible persons with respect to the management incentive plan for certain members of the Board and other eligible persons previously approved by the shareholders (the **MIP**), including through a Supplemental Equity Component designed to compensate eligible participants for the restrictions and illiquidity resulting from the applicable lock-up period, thereby aligning the interests of the Board with those of the Company's management and shareholders.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (3): Approval of the amendments to the articles of association of the Company, without amending the corporate object of the Company, required in connection with the Uplisting, to be effective as of the date of the Uplisting.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note: please refer to the annexes to the Proposed Resolutions and Explanatory Notes containing the draft restated articles of association of the Company. Please also note that these draft articles of association are subject to change and that a vote in favour will be construed as a vote in favour of the articles of association as presented by the Board at the Meeting, as amended. The most recent draft of such restated articles of association will be available at the registered office of the Company throughout the convening period.

*For the proposed resolution please refer to the Proposed Resolutions and Explanatory Notes.

SIGNATURE PAGE FOR NDR HOLDER

Name:

Title (if any):

Date: _____ 2026

To be valid, this notice of attendance must be lodged together with the power of attorney or other authority (if any) under which it is signed at the Equro Issuer Services AS's registered address at Billingstadsjletta 13, 1396, Billingstad, Asker, Norway or electronically to info@eguro.com, no later than 23:59 CEST March 31, 2026.

SIGNATURE PAGE FOR DEPOSITORY AGENT (EQURO)

Note to NDR Holders: please do not sign here. This signature page will be completed by the Depository Agent (Equro) after you deliver the duly completed form. The copy of the fully completed and signed form will be then sent back to you as well as directly to the Company.

Equro Issuer Services AS

Name:
Title (if any):
Date: _____ 2026

To be completed and signed by Equro – by countersigning this notice of attendance form, Equro empowers the Proxy to act pursuant to the terms and conditions of the reverse power of attorney and the voting instructions contained therein, as set out in the annex to this notice of attendance form.

Annex 3: Ordinary Shareholders - Power of Attorney

Annex 3

ORDINARY SHAREHOLDERS – POWER OF ATTORNEY

for the purposes of the exercise of your voting rights at:

- (i) the annual general meeting of the shareholders of the Company, to be held on 14 April 2026 at 10:00 CEST, at the registered office of the Company, being 8-10, Avenue de la Gare, L – 1610 Luxembourg, Grand Duchy of Luxembourg (the **AGM**); and
- (ii) the extraordinary general meeting of the shareholders of the Company, to be held on 14 April 2026, immediately following the AGM, expected to be at 11:00 CEST, at the registered office of the Company, being 8-10, Avenue de la Gare, L – 1610 Luxembourg, Grand Duchy of Luxembourg (the **EGM**; together with the AGM, the **Meetings**).

The undersigned (the **Shareholder**),

Full name: _____

Place of residence / office: _____

Place and date of birth (if applicable): _____

Passport number (if applicable): _____

Company reg. number (if applicable): _____,

being the holder of _____ shares of **Constellation Oil Services Holding S.A.**, a public limited liability company (*société anonyme*) organized and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 8-10, Avenue de la Gare, L-1610 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de commerce et des Sociétés, Luxembourg*) under number B163424 (the **Company**) on the Record Date,

hereby states that it:

- (i) does not wish to attend in person the Meetings having on its agenda the items set out in the annex hereto and the corresponding convening notice; and
- (ii) wishes to appoint a representative to vote in its name and on its behalf at the Meetings in accordance with the terms of this power of attorney (the **Proxy**) with respect to the entirety of the shareholding in the Company as set out hereabove.

The Shareholder further states that it wishes the Proxy to cast its vote at the Meetings on the proposals of resolutions made by the directors of the Company on the agenda items, by ticking the appropriate box set forth next to each agenda item in the annex to this power of attorney.

The omission to tick any boxes with respect to an agenda item shall be considered as an abstention with respect to such agenda item (and proposed resolution) and shall not be taken into account.

The proposed resolutions and/or voting items are set out in the Proposed Resolutions and Explanatory Notes, which shall constitute part of the present form. It is understood that capitalised terms used and not otherwise defined in the annex attached hereto shall have the respective meaning given to them above under this power of attorney and the convening notice to the AGM and EGM and shall be given substantially the same meaning under the resolutions of the Meetings.

The Shareholder, by its signature to this power of attorney and ticking the appropriate box below gives full power of attorney to (such person being referred

to as the Proxy):

(i) any employee of the notary enacting the notarial deed recording the minutes the Meeting(s) and (ii) any lawyer or employee of Loyens & Loeff Luxembourg SARL and (iii) any member of the bureau of the Meeting(s), each acting under his/her sole signature, with full power of substitution, to act in its name and represent it at the Meetings and vote in accordance with the instructions of the Shareholder contained on the annex hereto; or

a proxy of the Shareholder's choosing being:

- a. Full name: _____
- b. Place of residence / office: _____
- c. Place and date of birth (if applicable): _____
- d. Passport number (if applicable): _____
- e. Company reg. number (if applicable) _____

acting under his/her sole signature, with full power of substitution, to act in its name and represent it at the Meetings and vote in accordance with the instructions of the Shareholder contained on the annex hereto.

The chosen proxy shall be required to present their passport and proof of authorisation (if applicable) in order to be admitted to the Meetings and their vote(s) taken into considerations. The particulars set out hereabove must match with those set out on the passport and proof of authorisation (if applicable).

This power of attorney is effective as of the date of its execution and shall remain effective up to (and including) to December 30, 2026.

The Shareholder authorises the Proxy to sign all documents and do all acts necessary or useful in connection with or in respect of the performance of this power of attorney, even though not indicated, undertaking to ratify and confirm such acts and signatures if required.

The Shareholder undertakes to fully indemnify the Proxy against all claims, losses, costs, expenses, damages or liability, which the Proxy may sustain or incur as a result of any action taken by the latter in good faith pursuant to this power of attorney, including any costs incurred in enforcing this power of attorney.

This power of attorney is governed by and shall be construed in accordance with the laws of the Grand-Duchy of Luxembourg. The courts of the district of the city of Luxembourg shall have exclusive jurisdiction to hear any dispute or controversy arising out of or in connection with this power of attorney.

This power of attorney must identify the signatory(ies) of this power of attorney and should be read in conjunction with the convening notice to the Meetings.

Unless extended at the discretion of the bureau of the Meetings, only powers of attorney received by April 7, 2026 at 23:59 CEST shall be accepted as valid votes and taken into account in calculating the quorum and majority for the Meetings.

ANNEX

AGENDA – PROPOSALS OF RESOLUTIONS AT THE AGM

AGENDA ITEM (1): Presentation of the report from the board of directors of the Company (the **Board**) with respect to a potential conflict of interest of certain members of the Board in relation to the matters as set out therein (non-voting item).*

AGENDA ITEM (2): Presentation of the report from the Board on the annual accounts and the consolidated financial statements for the 2025 financial year and of the reports of the statutory auditor (*commissaire aux comptes*) on the annual accounts for the 2025 financial year and of the independent auditor (*réviseur d'entreprises agréé*) on the consolidated financial statement for the 2025 financial year (non-voting items).*

AGENDA ITEM (3): Approval of the Company's annual accounts for the 2025 financial year.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (4): Approval of the Company's consolidated financial statements for the 2025 financial year.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (5): Allocation of results and approval of four distributions sourced out of share premium in an amount of USD 25,000,000 each (one per quarter), each subject to the following three conditions precedent, being that (a) the relevant distribution is permitted under the existing contractual arrangements of the Company (b) the Company maintains, as of the date of the distribution and after giving effect thereto, an unrestricted cash balance of at least USD 100,000,000 and (c), as of the day preceding the date on which the occurrence of the conditions precedent is verified by the Board, no communication from the Company's Audit, Risks and Compliance Office (GRC) has been received by the Company indicating that the relevant distribution should not proceed, and authorization to the Board to verify the occurrence of each of the conditions once per quarter within such quarter's last seven business days with respect to each relevant distribution.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (6): Discharge of all the members of the Board.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (7): Discharge of the statutory auditor (*commissaire aux comptes*) – Auren Audit S.à r.l.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (8): Approval of the reappointment of Maria Vladimirovna Gordon as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*For the proposed resolution please refer to the Proposed Resolutions and Explanatory Notes.

AGENDA ITEM (9): Approval of the reappointment of Jorge Andrés Tagle Ovalle as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (10): Approval of the reappointment of Jaap Jan Prins as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (11): Approval of the reappointment of Bruno Pessoa Serapiao as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (12): Approval of the reappointment of Bertrand Jean-Marie Patrick de Fays as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (13): Confirmation of the co-optation and approval of the reappointment of Nicholas Simon Procopenko as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (14): Approval of the remuneration of Maria Vladimirovna Gordon, Bruno Pessoa Serapiao, Jaap Jan Prins and Jorge Andrés Tagle Ovalle as directors of the Company for the current financial year ending on 31 December 2026.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (15): Approval of the payment by the Company of an additional annual cash retainer fee for the financial year ending on 31 December 2026 to the chairperson of each of the committees of the Board and to members of the special committee.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (16): Approval of the appointment of Auren Audit S.à r.l. as the Company's approved statutory auditor (*réviseur d'entreprises agréé*) with respect to the Company's annual accounts for the financial year 2026.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*For the proposed resolution please refer to the Proposed Resolutions and Explanatory Notes.

AGENDA ITEM (17): Approval of the appointment of Grant Thornton Audit & Assurance as the Company's approved statutory auditor (*reviseur d'entreprises agréé*) with respect to the Company's consolidated financial statements for the financial year 2026.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (18): Approval that any block trades and secondary offerings (considered together or separately) occurring after the announcement of the intention to pursue the Uplisting (as defined below) shall be considered towards the determination (i) that the 20% offering of common shares of the Company in a primary or secondary offering has been reached (as defined under item (iv) and the definition of Liquidity Event in the MIP term sheet approved by the general meeting of shareholders on 12 December 2024) and (ii) of a Specified Qualifying Liquidity Event (as defined in the amended and restated warrant agreement of the Company dated 8 July 2025). Where multiple block trades and/or secondary offerings occur, the TEV shall be calculated using the volume-weighted average of such transactions. For purposes of this resolution, "block trades" shall mean any transaction (or series of related transactions) in the Company's common shares (or depositary receipts representing such shares) that is executed as a single negotiated trade (or cross) with one or more purchasers in excess of \$3,000,000 dollars; and the announcement of the intention to pursue the Uplisting shall be deemed to have occurred upon the publication of this convening notice on the website of the Company <https://ri.theconstellation.com>. "Uplisting" means the admission to trading of the Company's shares or depositary receipts on Euronext Oslo Børs (mainlist).*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*For the proposed resolution please refer to the Proposed Resolutions and Explanatory Notes.

AGENDA – PROPOSALS OF RESOLUTIONS AT THE EGM

AGENDA ITEM (1): Adjustment and extension of the scope of the authorised share capital of the Company, and authorisation to the Board to limit or suppress the preferential subscription rights of existing shareholders and to amend articles 5.2, 5.3, 5.4 and 5.8 of the articles of association of the Company accordingly in connection with the Uplisting.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (2): Adjustment and extension of the scope of the authorized share capital of the Company, and authorization to the Board to limit or suppress the preferential subscription rights of existing shareholders and to amend articles 5.2, 5.3, 5.4 and 5.8 (only in case resolution 1 is not approved) of the articles of association of the Company accordingly in connection with the BOD MIP (as such term is defined in the annex to the minutes of the general meeting of shareholders of the Company held on 30 June 2022) payment and the granting of Shares to the Board members, management of the Company and other eligible persons with respect to the management incentive plan for certain members of the Board and other eligible persons previously approved by the shareholders (the MIP), including through a Supplemental Equity Component designed to compensate eligible participants for the restrictions and illiquidity resulting from the applicable lock-up period, thereby aligning the interests of the Board with those of the Company's management and shareholders.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (3): Approval of the amendments to the articles of association of the Company, without amending the corporate object of the Company, required in connection with the Uplisting, to be effective as of the date of the Uplisting.*

Vote for	Vote against	Abstention	Vote in the Proxy's discretion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note: please refer to the annexes to the Proposed Resolutions and Explanatory Notes containing the draft restated articles of association of the Company. Please also note that these draft articles of association are subject to change and that a vote in favour will be construed as a vote in favour of the articles of association as presented by the Board at the Meeting, as amended. The most recent draft of such restated articles of association will be available at the registered office of the Company throughout the convening period.

*For the proposed resolution please refer to the Proposed Resolutions and Explanatory Notes.

Signature page to the power of attorney for the annual and extraordinary general meetings of Constellation Oil Services Holding S.A. to be held on 14 April 2026.

Name:

Title (if any):

Date: _____ **2026**

Annex 4: Ordinary Shareholders - Voting Form

Annex 4

ORDINARY SHAREHOLDRES – VOTING FORM

for the purposes of the exercise of your voting rights at:

- (i) the annual general meeting of the shareholders of the Company, to be held on 14 April 2026 at 10:00 CEST, at the registered office of the Company, being 8-10, Avenue de la Gare, L – 1610 Luxembourg, Grand Duchy of Luxembourg (the **AGM**); and
- (ii) the extraordinary general meeting of the shareholders of the Company, to be held on 14 April 2026, immediately following the AGM, expected to be at 11:00 CEST, at the registered office of the Company, being 8-10, Avenue de la Gare, L – 1610 Luxembourg, Grand Duchy of Luxembourg (the **EGM**; together with the AGM, the **Meetings**).

The undersigned (the **Shareholder**),

Full name: _____

Place of residence / office: _____

Place and date of birth (if applicable): _____

Company reg. number (if applicable): _____,

being the holder of _____ shares of **Constellation Oil Services Holding S.A.**, a public limited liability company (*société anonyme*) organized and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 8-10, Avenue de la Gare, L-1610 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de commerce et des Sociétés, Luxembourg*) under number B163424 (the **Company**),

hereby states that it:

- (i) does not wish to attend in person the Meetings having on its agenda the items set out in the annex hereto and the corresponding convening notice; and
- (ii) wishes to have its vote recorded by means of this voting form with respect to the entirety of the shareholding in the Company as set out hereabove.

The Shareholder further states that it wishes to cast its vote at the Meetings on the proposals of resolutions made by the directors of the Company on the agenda items, by ticking the appropriate box set forth next to each agenda item in this voting form.

The omission to tick any boxes with respect to an agenda items hall be considered as an abstention with respect to such agenda item (and proposed resolution) and shall not be taken into account.

The proposed resolutions and/or voting items are set out in the Proposed Resolutions and Explanatory Notes which shall constitute part of the present form. It is understood that capitalised terms used and not otherwise defined in the annex attached hereto shall have the respective meaning given to them above under this correspondence voting form and the convening notice to the AGM and EGM and

shall be given substantially the same meaning under the resolutions of the Meetings.

The Shareholder, by its signature to this correspondence voting form gives full authority to (i) any member of the bureaus of the Meetings (if any); (ii) any employee of the notary enacting the notarial deed recording the minutes the Meetings and (iii) any lawyer or employee of Loyens & Loeff Luxembourg SARL, each acting under his/her sole signature, with full power of substitution, to count the votes as contained in the annex hereto and reflect such votes accordingly at the Meetings.

This power of attorney is governed by and shall be construed in accordance with the laws of the Grand-Duchy of Luxembourg. The courts of the district of the city of Luxembourg shall have exclusive jurisdiction to hear any dispute or controversy arising out of or in connection with this power of attorney.

This correspondence voting form must identify the signatory(ies) of this correspondence voting form and should be read in conjunction with the convening notice to the Meetings.

Unless extended at the discretion of the bureau of the Meetings, only voting forms received by April 7, 2026 at 23:59 CEST shall be accepted as valid votes and taken into account in calculating the quorum and majority for the Meetings.

ANNEX

AGENDA – PROPOSALS OF RESOLUTIONS AT THE AGM

AGENDA ITEM (1): Presentation of the report from the board of directors of the Company (the **Board**) with respect to a potential conflict of interest of certain members of the Board in relation to the matters as set out therein (non-voting item).*

AGENDA ITEM (2): Presentation of the report from the Board on the annual accounts and the consolidated financial statements for the 2025 financial year and of the reports of the statutory auditor (commissaire aux comptes) on the annual accounts for the 2025 financial year and of the independent auditor (réviseur d'entreprises agréé) on the consolidated financial statement for the 2025 financial year (non-voting items).*

AGENDA ITEM (3): Approval of the Company's annual accounts for the 2025 financial year.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (4): Approval of the Company's consolidated financial statements for the 2025 financial year.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (5): Allocation of results and approval of four distributions sourced out of share premium in an amount of USD 25,000,000 each (one per quarter), each subject to the following three conditions precedent, being that (a) the relevant distribution is permitted under the existing contractual arrangements of the Company (b) the Company maintains, as of the date of the distribution and after giving effect thereto, an unrestricted cash balance of at least USD 100,000,000 and (c), as of the day preceding the date on which the occurrence of the conditions precedent is verified by the Board, no communication from the Company's Audit, Risks and Compliance Office (GRC) has been received by the Company indicating that the relevant distribution should not proceed, and authorization to the Board to verify the occurrence of each of the conditions once per quarter within such quarter's last seven business days with respect to each relevant distribution.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (6): Discharge of all the members of the Board.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (7): Discharge of the statutory auditor (*commissaire aux comptes*) – Auren Audit S.à r.l.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (8): Approval of the reappointment of Maria Vladimirovna Gordon as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (9): Approval of the reappointment of Jorge Andrés Tagle Ovalle as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (10): Approval of the reappointment of Jaap Jan Prins as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*For the proposed resolution please refer to the Proposed Resolutions and Explanatory Notes.

AGENDA ITEM (11): Approval of the reappointment of Bruno Pessoa Serapiao as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (12): Approval of the reappointment of Bertrand Jean-Marie Patrick de Fays as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (13): Confirmation of the co-optation and approval of the reappointment of Nicholas Simon Procopenko as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (14): Approval of the remuneration of Maria Vladimirovna Gordon, Bruno Pessoa Serapiao, Jaap Jan Prins and Jorge Andrés Tagle Ovalle as directors of the Company for the current financial year ending on 31 December 2026.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (15): Approval of the payment by the Company of an additional annual cash retainer fee for the financial year ending on 31 December 2026 to the chairperson of each of the committees of the Board and to members of the special committee.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (16): Approval of the appointment of Auren Audit S.à r.l. as the Company's approved statutory auditor (*réviseur d'entreprises agréé*) with respect to the Company's annual accounts for the financial year 2026.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (17): Approval of the appointment of Grant Thornton Audit & Assurance as the Company's approved statutory auditor (*réviseur d'entreprises agréé*) with respect to the Company's consolidated financial statements for the financial year 2026.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (18): Approval that any block trades and secondary offerings (considered together or separately) occurring after the announcement of the intention to pursue the Uplisting (as defined below) shall be considered towards the determination (i) that the 20% offering of common shares of the Company in a primary or secondary offering has been reached (as defined under item (iv) and the definition of Liquidity Event in the MIP term sheet approved by the general meeting of shareholders on 12 December 2024) and (ii) of a Specified Qualifying Liquidity Event (as defined in the amended and restated warrant agreement of the Company dated 8 July 2025). Where multiple block trades and/or secondary offerings occur, the TEV shall be calculated using the volume-weighted average of such transactions. For purposes of this resolution, "block trades" shall mean any transaction (or series of related transactions) in the Company's common shares (or depository receipts representing such shares) that is executed as a single negotiated trade (or cross) with one or more purchasers in excess of \$3,000,000 dollars; and the announcement of the intention to pursue the Uplisting shall be deemed to have occurred upon the publication of this convening notice on the website of the Company <https://ri.theconstellation.com>. "Uplisting" means the admission to trading of the Company's shares or depository receipts on Euronext Oslo Børs (mainlist).*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*For the proposed resolution please refer to the Proposed Resolutions and Explanatory Notes.

AGENDA – PROPOSALS OF RESOLUTIONS AT THE EGM

AGENDA ITEM (1): Adjustment and extension of the scope of the authorised share capital of the Company, and authorisation to the Board to limit or suppress the preferential subscription rights of existing shareholders and to amend articles 5.2, 5.3, 5.4 and 5.8 of the articles of association of the Company accordingly in connection with the Uplisting.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (2): Adjustment and extension of the scope of the authorized share capital of the Company, and authorization to the Board to limit or suppress the preferential subscription rights of existing shareholders and to amend articles 5.2, 5.3, 5.4 and 5.8 (only in case resolution 1 is not approved) of the articles of association of the Company accordingly in connection with the BOD MIP (as such term is defined in the annex to the minutes of the general meeting of shareholders of the Company held on 30 June 2022) payment and the granting of Shares to the Board members, management of the Company and other eligible persons with respect to the management incentive plan for certain members of the Board and other eligible persons previously approved by the shareholders (the MIP), including through a Supplemental Equity Component designed to compensate eligible participants for the restrictions and illiquidity resulting from the applicable lock-up period, thereby aligning the interests of the Board with those of the Company's management and shareholders.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA ITEM (3): Approval of the amendments to the articles of association of the Company, without amending the corporate object of the Company, required in connection with the Uplisting, to be effective as of the date of the Uplisting.*

Vote for	Vote against	Abstention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note: please refer to the annexes to the Proposed Resolutions and Explanatory Notes containing the draft restated articles of association of the Company. Please also note that these draft articles of association are subject to change and that a vote in favour will be construed as a vote in favour of the articles of association as presented by the Board at the Meeting, as amended. The most recent draft of such restated articles of association will be available at the registered office of the Company throughout the convening period.

[Signature page follows]

*For the proposed resolution please refer to the Proposed Resolutions and Explanatory Notes.

Signature page to the correspondence voting form for the annual and the extraordinary general meeting of Constellation Oil Services Holding S.A. to be held on 14 April 2026.

Name:

Title (if any):

Date: _____ **2026**

Annex 5: Intermediaries - Power of Attorney

**POWER OF ATTORNEY DESTINATED ONLY TO THE DEPOSITARY AGENT (EQURO ISSUER SERVICES AS)
AND CONSTELLATION HOLDCO S.A.**

Annex 5

INTERMEDIARIES – POWER OF ATTORNEY

for the purposes of the exercise of your voting rights at:

- (i) the annual general meeting of the shareholders of the Company, to be held on 14 April 2026 at 10:00 CEST, at the registered office of the Company, being 8-10, Avenue de la Gare, L – 1610 Luxembourg, Grand Duchy of Luxembourg (the **AGM**); and
- (ii) the extraordinary general meeting of the shareholders of the Company, to be held on 14 April 2026, immediately following the AGM, expected to be at 11:00 CEST, at the registered office of the Company, being 8-10, Avenue de la Gare, L – 1610 Luxembourg, Grand Duchy of Luxembourg (the **EGM**; together with the AGM, the **Meetings**).

The undersigned, being a shareholder (the **Shareholder**) of **Constellation Oil Services Holding S.A.**, a public limited liability company (*société anonyme*) organized and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 8-10, Avenue de la Gare, L-1610 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de commerce et des Sociétés, Luxembourg*) under number B163424 (the **Company**),

hereby states that it:

- (i) does not wish to attend in person the Meetings having on its agenda the items set out in the annex hereto and the corresponding convening notice; and
- (ii) wishes to appoint a representative to vote in its name and on its behalf at the Meetings in accordance with the terms of this power of attorney (the **Proxy**).

The Shareholder further states that it wishes the Proxy to cast its vote at the Meetings on the proposals of resolutions made by the directors of the Company on the agenda items, by indicating the number of Ordinary Shares in the appropriate box set forth next to each resolution and/or voting item in the annex to this power of attorney.

The omission to indicate the number of Ordinary Shares with respect to an agenda item shall be considered as an abstention with respect to such agenda item (and proposed resolution) and shall not be taken into account.

For avoidance of doubt, each full Ordinary Share entitles a Shareholder to one vote at the Meetings, but a Shareholder may elect to cast its votes in different ways or abstain from casting some of them.

The proposed resolutions and/or voting items are set out in the Proposed Resolutions and Explanatory Note, which shall constitute part of the present form. It is understood that capitalised terms used and not otherwise defined in the annex attached hereto shall have the respective meaning given to them above under this power of attorney and the convening notice to the AGM and EGM and shall be given substantially the same meaning under the resolutions of the Meetings.

The Shareholder, by its signature to this power of attorney and ticking the appropriate box below gives full power of attorney to (such person being referred to as the **Proxy**):

(i) any employee of the notary enacting the notarial deed recording the minutes the Meeting(s) and (ii) any lawyer or employee of Loyens & Loeff Luxembourg SARL and any member of the bureau of the Meeting(s), each acting under his/her sole signature, with full power of substitution, to act in its name and represent it at the Meetings and vote in accordance with the instructions of the Shareholder contained on the annex hereto; or

a proxy of the Shareholder's choosing being:

a. Full name: _____

b. Place of residence / registered office: _____

c. Place and date of birth (if applicable): _____

d. Passport number (if applicable):. _____

e. Company reg. number (if applicable):. _____

acting under his/her sole signature, with full power of substitution, to act in its name and represent it at the Meetings and vote in accordance with the instructions of the Shareholder contained on the annex hereto.

The chosen proxy shall be required to present their passport and proof of authorisation (if applicable) in order to be admitted to the Meetings and their vote(s) taken into considerations. The particulars set out hereabove must match with those set out on the passport and proof of authorisation (if applicable).

This power of attorney is effective as of the date of its execution and shall remain effective up to (and including) to December 30, 2026.

The Shareholder authorises the Proxy to sign all documents and do all acts necessary or useful in connection with or in respect of the performance of this power of attorney, even though not indicated, undertaking to ratify and confirm such acts and signatures if required.

The Shareholder undertakes to fully indemnify the Proxy against all claims, losses, costs, expenses, damages or liability, which the Proxy may sustain or incur as a result of any action taken by the latter in good faith pursuant to this power of attorney, including any costs incurred in enforcing this power of attorney.

This power of attorney is governed by and shall be construed in accordance with the laws of the Grand-Duchy of Luxembourg. The courts of the district of the city of Luxembourg shall have exclusive jurisdiction to hear any dispute or controversy arising out of or in connection with this power of attorney.

This power of attorney must identify the signatory(ies) of this power of attorney and should be read in conjunction with the convening notice to the Meetings.

Unless extended at the discretion of the bureau of the Meetings, only powers of attorney received by April 7, 2026 at 23:59 CEST shall be accepted as valid votes and taken into account in calculating the quorum and majority for the Meetings.

ANNEX

AGENDA – PROPOSALS OF RESOLUTIONS AT THE AGM

AGENDA ITEM (1): Presentation of the report from the board of directors of the Company (the **Board**) with respect to a potential conflict of interest of certain members of the Board in relation to the matters as set out therein (non-voting item).*

AGENDA ITEM (2): Presentation of the report from the Board on the annual accounts and the consolidated financial statements for the 2025 financial year and of the reports of the statutory auditor (commissaire aux comptes) on the annual accounts for the 2025 financial year and of the independent auditor (réviseur d'entreprises agréé) on the consolidated financial statement for the 2025 financial year (non-voting items).*

AGENDA ITEM (3): Approval of the Company's annual accounts for the 2025 financial year.*

No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote for	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote against	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Abstention	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote in the Proxy's discretion
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AGENDA ITEM (4): Approval of the Company's consolidated financial statements for the 2025 financial year.*

No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote for	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote against	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Abstention	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote in the Proxy's discretion
--	--	--	--

AGENDA ITEM (5): Allocation of results and approval of four distributions sourced out of share premium in an amount of USD 25,000,000 each (one per quarter), each subject to the following three conditions precedent, being that (a) the relevant distribution is permitted under the existing contractual arrangements of the Company (b) the Company maintains, as of the date of the distribution and after giving effect thereto, an unrestricted cash balance of at least USD 100,000,000 and (c), as of the day preceding the date on which the occurrence of the conditions precedent is verified by the Board, no communication from the Company's Audit, Risks and Compliance Office (GRC) has been received by the Company indicating that the relevant distribution should not proceed, and authorization to the Board to verify the occurrence of each of the conditions once per quarter within such quarter's last seven business days with respect to each relevant distribution.*

No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote for	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote against	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Abstention	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote in the Proxy's discretion
--	--	--	--

AGENDA ITEM (6): Discharge of all the members of the Board.*

No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote for	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote against	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Abstention	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote in the Proxy's discretion
--	--	--	--

AGENDA ITEM (7): Discharge of the statutory auditor (*commissaire aux comptes*) – Auren Audit S.à r.l.*

No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote for	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote against	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Abstention	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote in the Proxy's discretion
--	--	--	--

AGENDA ITEM (8): Approval of the reappointment of Maria Vladimirovna Gordon as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote for	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote against	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Abstention	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote in the Proxy's discretion
--	--	--	--

*For the proposed resolution please refer to the Proposed Resolutions and Explanatory Notes.

AGENDA ITEM (9): Approval of the reappointment of Jorge Andrés Tagle Ovalle as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

No. of Ordinary Shares <hr/> Vote for	No. of Ordinary Shares <hr/> Vote against	No. of Ordinary Shares <hr/> Abstention	No. of Ordinary Shares <hr/> Vote in the Proxy's discretion
--	--	--	--

AGENDA ITEM (10): Approval of the reappointment of Jaap Jan Prins as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

No. of Ordinary Shares <hr/> Vote for	No. of Ordinary Shares <hr/> Vote against	No. of Ordinary Shares <hr/> Abstention	No. of Ordinary Shares <hr/> Vote in the Proxy's discretion
--	--	--	--

AGENDA ITEM (11): Approval of the reappointment of Bruno Pessoa Serapiao as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

No. of Ordinary Shares <hr/> Vote for	No. of Ordinary Shares <hr/> Vote against	No. of Ordinary Shares <hr/> Abstention	No. of Ordinary Shares <hr/> Vote in the Proxy's discretion
--	--	--	--

AGENDA ITEM (12): Approval of the reappointment of Bertrand Jean-Marie Patrick de Fays as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

No. of Ordinary Shares <hr/> Vote for	No. of Ordinary Shares <hr/> Vote against	No. of Ordinary Shares <hr/> Abstention	No. of Ordinary Shares <hr/> Vote in the Proxy's discretion
--	--	--	--

AGENDA ITEM (13): Confirmation of the co-optation and approval of the reappointment of Nicholas Simon Procopenko as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

No. of Ordinary Shares <hr/> Vote for	No. of Ordinary Shares <hr/> Vote against	No. of Ordinary Shares <hr/> Abstention	No. of Ordinary Shares <hr/> Vote in the Proxy's discretion
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AGENDA ITEM (14): Approval of the remuneration of Maria Vladimirovna Gordon, Bruno Pessoa Serapiao, Jaap Jan Prins and Jorge Andrés Tagle Ovalle as directors of the Company for the current financial year ending on 31 December 2026.*

No. of Ordinary Shares <hr/> Vote for	No. of Ordinary Shares <hr/> Vote against	No. of Ordinary Shares <hr/> Abstention	No. of Ordinary Shares <hr/> Vote in the Proxy's discretion
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AGENDA ITEM (15): Approval of the payment by the Company of an additional annual cash retainer fee for the financial year ending on 31 December 2026 to the chairperson of each of the committees of the Board and to members of the special committee.*

No. of Ordinary Shares <hr/> Vote for	No. of Ordinary Shares <hr/> Vote against	No. of Ordinary Shares <hr/> Abstention	No. of Ordinary Shares <hr/> Vote in the Proxy's discretion
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AGENDA ITEM (16): Approval of the appointment of Auren Audit S.à r.l. as the Company's approved statutory auditor (*réviseur d'entreprises agréé*) with respect to the Company's annual accounts for the financial year 2026.*

No. of Ordinary Shares <hr/> Vote for	No. of Ordinary Shares <hr/> Vote against	No. of Ordinary Shares <hr/> Abstention	No. of Ordinary Shares <hr/> Vote in the Proxy's discretion
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*For the proposed resolution please refer to the Proposed Resolutions and Explanatory Notes.

AGENDA ITEM (17): Approval of the appointment of Grant Thornton Audit & Assurance as the Company's approved statutory auditor (*reviseur d'entreprises agréé*) with respect to the Company's consolidated financial statements for the financial year 2026.*

| No. of Ordinary Shares
_____ |
|---------------------------------|---------------------------------|---------------------------------|---------------------------------------|
| Vote for | Vote against | Abstention | Vote in the Proxy's discretion |

AGENDA ITEM (18): Approval that any block trades and secondary offerings (considered together or separately) occurring after the announcement of the intention to pursue the Uplisting (as defined below) shall be considered towards the determination (i) that the 20% offering of common shares of the Company in a primary or secondary offering has been reached (as defined under item (iv) and the definition of Liquidity Event in the MIP term sheet approved by the general meeting of shareholders on 12 December 2024) and (ii) of a Specified Qualifying Liquidity Event (as defined in the amended and restated warrant agreement of the Company dated 8 July 2025). Where multiple block trades and/or secondary offerings occur, the TEV shall be calculated using the volume-weighted average of such transactions. For purposes of this resolution, "block trades" shall mean any transaction (or series of related transactions) in the Company's common shares (or depositary receipts representing such shares) that is executed as a single negotiated trade (or cross) with one or more purchasers in excess of \$3,000,000 dollars; and the announcement of the intention to pursue the Uplisting shall be deemed to have occurred upon the publication of this convening notice on the website of the Company <https://ri.theconstellation.com>. "Uplisting" means the admission to trading of the Company's shares or depositary receipts on Euronext Oslo Børs (mainlist). *

| No. of Ordinary Shares
_____ |
|---------------------------------|---------------------------------|---------------------------------|---------------------------------------|
| Vote for | Vote against | Abstention | Vote in the Proxy's discretion |

*For the proposed resolution please refer to the Proposed Resolutions and Explanatory Notes.

AGENDA – PROPOSALS OF RESOLUTIONS AT THE EGM

AGENDA ITEM (1): Adjustment and extension of the scope of the authorised share capital of the Company, and authorisation to the Board to limit or suppress the preferential subscription rights of existing shareholders and to amend articles 5.2, 5.3, 5.4 and 5.8 of the articles of association of the Company accordingly in connection with the Uplisting.*

No. of Ordinary Shares <hr style="width: 80%; margin: 5px auto;"/> Vote for	No. of Ordinary Shares <hr style="width: 80%; margin: 5px auto;"/> Vote against	No. of Ordinary Shares <hr style="width: 80%; margin: 5px auto;"/> Abstention	No. of Ordinary Shares <hr style="width: 80%; margin: 5px auto;"/> Vote in the Proxy’s discretion
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AGENDA ITEM (2): Adjustment and extension of the scope of the authorized share capital of the Company, and authorization to the Board to limit or suppress the preferential subscription rights of existing shareholders and to amend articles 5.2, 5.3, 5.4 and 5.8 (only in case resolution 1 is not approved) of the articles of association of the Company accordingly in connection with the BOD MIP (as such term is defined in the annex to the minutes of the general meeting of shareholders of the Company held on 30 June 2022) payment and the granting of Shares to the Board members, management of the Company and other eligible persons with respect to the management incentive plan for certain members of the Board and other eligible persons previously approved by the shareholders (the MIP), including through a Supplemental Equity Component designed to compensate eligible participants for the restrictions and illiquidity resulting from the applicable lock-up period, thereby aligning the interests of the Board with those of the Company's management and shareholders.*

No. of Ordinary Shares <hr style="width: 80%; margin: 5px auto;"/> Vote for	No. of Ordinary Shares <hr style="width: 80%; margin: 5px auto;"/> Vote against	No. of Ordinary Shares <hr style="width: 80%; margin: 5px auto;"/> Abstention	No. of Ordinary Shares <hr style="width: 80%; margin: 5px auto;"/> Vote in the Proxy’s discretion
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AGENDA ITEM (3): Approval of the amendments to the articles of association of the Company, without amending the corporate object of the Company, required in connection with the Uplisting, to be effective as of the date of the Uplisting.*

No. of Ordinary Shares <hr style="width: 80%; margin: 5px auto;"/> Vote for	No. of Ordinary Shares <hr style="width: 80%; margin: 5px auto;"/> Vote against	No. of Ordinary Shares <hr style="width: 80%; margin: 5px auto;"/> Abstention	No. of Ordinary Shares <hr style="width: 80%; margin: 5px auto;"/> Vote in the Proxy’s discretion
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Note: please refer to the annexes to the Proposed Resolutions and Explanatory Notes containing the draft restated articles of association of the Company. Please also note that these draft articles of association are subject to change and that a vote in favour will be construed as a vote in favour of the articles of association as presented by the Board at the Meeting, as amended. The most recent draft of such restated articles of association will be available at the registered office of the Company throughout the convening period

[Signature page follows]

*For the proposed resolution please refer to the Proposed Resolutions and Explanatory Notes.

Signature page to the power of attorney for the annual and extraordinary general meetings of Constellation Oil Services Holding S.A. to be held on 14 April 2026.

Name:

Representative / Title (if the case):

Date: _____ **2026**

Total number of shares voting in accordance with the proxy on the date of the Meetings by the Shareholder in the Company: _____

Annex 6: Intermediaries - Voting Form

**VOTING FORM DESTINATED ONLY TO THE DEPOSITARY AGENT (EQURO ISSUER SERVICES AS) AND
CONSTELLATION HOLDCO S.A.**

Annex 6

INTERMEDIARIES – VOTING FORM

for the purposes of the exercise of your voting rights at:

- (i) the annual general meeting of the shareholders of the Company, to be held on 14 April 2026 at 10:00 CEST, at the registered office of the Company, being 8-10, Avenue de la Gare, L – 1610 Luxembourg, Grand Duchy of Luxembourg (the **AGM**); and
- (ii) the extraordinary general meeting of the shareholders of the Company, to be held on 14 April 2026, immediately following the AGM, expected to be at 11:00 CEST, at [the registered office of the Company, being 8-10, Avenue de la Gare, L – 1610 Luxembourg, Grand Duchy of Luxembourg] (the **EGM**; together with the AGM, the **Meetings**).

The undersigned (the **Shareholder**),

Corporate name: _____

Place of registered office: _____

Company reg. number (if applicable): _____,

being the holder of _____ shares of **Constellation Oil Services Holding S.A.**, a public limited liability company (*société anonyme*) organized and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 8-10, Avenue de la Gare, L-1610 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de commerce et des Sociétés, Luxembourg*) under number B163424 (the **Company**),

hereby states that it:

- (i) does not wish to attend in person the Meetings having on its agenda the items set out in the annex hereto and the corresponding convening notice; and
- (ii) wishes to have its vote recorded by means of this voting form.

The Shareholder further states that it wishes to cast its vote at the Meetings on the proposals of resolutions made by the directors of the Company on the agenda items, by indicating the number of Ordinary Shares in the appropriate box set forth next to each resolution in this voting form.

The omission to indicate the number of Ordinary Shares with respect to an agenda item shall be considered as an abstention with respect to such agenda item (and proposed resolution) and shall not be taken into account.

For avoidance of doubt, each full Ordinary Share entitles a Shareholder to one vote at the Meetings, but a Shareholder may elect to cast its votes in different ways or abstain from casting some of them.

The proposed resolutions and/or voting items are set out in the Proposed Resolutions and Explanatory Notes, which shall constitute part of the present form. It is understood that capitalised terms used and not otherwise defined in the annex attached hereto shall have the respective meaning given to them above under this correspondence voting form and the convening notice to the AGM and EGM and shall be given substantially the same meaning under the resolutions of the Meetings.

The Shareholder, by its signature to this correspondence voting form gives full authority to (i) any member of the bureaus of the Meetings (if any); (ii) any employee of the notary enacting the notarial deed recording the minutes the Meetings and (iii)

any lawyer or employee of Loyens & Loeff Luxembourg SARL, each acting under his/her sole signature, with full power of substitution, to count the votes as contained in the annex hereto and reflect such votes accordingly at the Meetings.

This power of attorney is governed by and shall be construed in accordance with the laws of the Grand-Duchy of Luxembourg. The courts of the district of the city of Luxembourg shall have exclusive jurisdiction to hear any dispute or controversy arising out of or in connection with this power of attorney.

This correspondence voting form must identify the signatory(ies) of this correspondence voting form and should be read in conjunction with the convening notice to the Meetings.

Unless extended at the discretion of the bureau of the Meetings, only voting forms received by April 7, 2026, at 23:59 CEST shall be accepted as valid votes and taken into account in calculating the quorum and majority for the Meetings.

ANNEX

AGENDA – PROPOSALS OF RESOLUTIONS AT THE AGM

AGENDA ITEM (1): Presentation of the report from the board of directors of the Company (the **Board**) with respect to a potential conflict of interest of certain members of the Board in relation to the matters as set out therein (non-voting item).*

AGENDA ITEM (2): Presentation of the report from the Board on the annual accounts and the consolidated financial statements for the 2025 financial year and of the reports of the statutory auditor (commissaire aux comptes) on the annual accounts for the 2025 financial year and of the independent auditor (réviseur d'entreprises agréé) on the consolidated financial statement for the 2025 financial year (non-voting items).*

AGENDA ITEM (3): Approval of the Company's annual accounts for the 2025 financial year.*

No. of Ordinary Shares <hr style="width: 50%; margin: 0 auto;"/> Vote for	No. of Ordinary Shares <hr style="width: 50%; margin: 0 auto;"/> Vote against	No. of Ordinary Shares <hr style="width: 50%; margin: 0 auto;"/> Abstention
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AGENDA ITEM (4): Approval of the Company's consolidated financial statements for the 2025 financial year.*

No. of Ordinary Shares <hr style="width: 50%; margin: 0 auto;"/> Vote for	No. of Ordinary Shares <hr style="width: 50%; margin: 0 auto;"/> Vote against	No. of Ordinary Shares <hr style="width: 50%; margin: 0 auto;"/> Abstention
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AGENDA ITEM (5): Allocation of results and approval of four distributions sourced out of share premium in an amount of USD 25,000,000 each (one per quarter), each subject to the following three conditions precedent, being that (a) the relevant distribution is permitted under the existing contractual arrangements of the Company (b) the Company maintains, as of the date of the distribution and after giving effect thereto, an unrestricted cash balance of at least USD 100,000,000 and (c), as of the day preceding the date on which the occurrence of the conditions precedent is verified by the Board, no communication from the Company's Audit, Risks and Compliance Office (GRC) has been received by the Company indicating that the relevant distribution should not proceed, and authorization to the Board to verify the occurrence of each of the conditions once per quarter within such quarter's last seven business days with respect to each relevant distribution.*

No. of Ordinary Shares <hr style="width: 50%; margin: 0 auto;"/> Vote for	No. of Ordinary Shares <hr style="width: 50%; margin: 0 auto;"/> Vote against	No. of Ordinary Shares <hr style="width: 50%; margin: 0 auto;"/> Abstention
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AGENDA ITEM (6): Discharge of all the members of the Board.*

No. of Ordinary Shares <hr style="width: 50%; margin: 0 auto;"/> Vote for	No. of Ordinary Shares <hr style="width: 50%; margin: 0 auto;"/> Vote against	No. of Ordinary Shares <hr style="width: 50%; margin: 0 auto;"/> Abstention
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AGENDA ITEM (7): Discharge of the statutory auditor (*commissaire aux comptes*) – Auren Audit S.à r.l.*

No. of Ordinary Shares <hr style="width: 50%; margin: 0 auto;"/> Vote for	No. of Ordinary Shares <hr style="width: 50%; margin: 0 auto;"/> Vote against	No. of Ordinary Shares <hr style="width: 50%; margin: 0 auto;"/> Abstention
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AGENDA ITEM (8): Approval of the reappointment of Maria Vladimirovna Gordon as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

No. of Ordinary Shares <hr style="width: 50%; margin: 0 auto;"/> Vote for	No. of Ordinary Shares <hr style="width: 50%; margin: 0 auto;"/> Vote against	No. of Ordinary Shares <hr style="width: 50%; margin: 0 auto;"/> Abstention
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*For the proposed resolution please refer to the Proposed Resolutions and Explanatory Notes.

AGENDA ITEM (9): Approval of the reappointment of Jorge Andrés Tagle Ovalle as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

No. of Ordinary Shares <hr/> Vote for	No. of Ordinary Shares <hr/> Vote against	No. of Ordinary Shares <hr/> Abstention
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AGENDA ITEM (10): Approval of the reappointment of Jaap Jan Prins as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

No. of Ordinary Shares <hr/> Vote for	No. of Ordinary Shares <hr/> Vote against	No. of Ordinary Shares <hr/> Abstention
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AGENDA ITEM (11): Approval of the reappointment of Bruno Pessoa Serapiao as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

No. of Ordinary Shares <hr/> Vote for	No. of Ordinary Shares <hr/> Vote against	No. of Ordinary Shares <hr/> Abstention
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AGENDA ITEM (12): Approval of the reappointment of Bertrand Jean-Marie Patrick de Fays as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

No. of Ordinary Shares <hr/> Vote for	No. of Ordinary Shares <hr/> Vote against	No. of Ordinary Shares <hr/> Abstention
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AGENDA ITEM (13): Confirmation of the co-optation and approval of the reappointment of Nicholas Simon Procopenko as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.*

No. of Ordinary Shares <hr/> Vote for	No. of Ordinary Shares <hr/> Vote against	No. of Ordinary Shares <hr/> Abstention
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AGENDA ITEM (14): Approval of the remuneration of Maria Vladimirovna Gordon, Bruno Pessoa Serapiao, Jaap Jan Prins and Jorge Andrés Tagle Ovalle as directors of the Company for the current financial year ending on 31 December 2026.*

No. of Ordinary Shares <hr/> Vote for	No. of Ordinary Shares <hr/> Vote against	No. of Ordinary Shares <hr/> Abstention
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AGENDA ITEM (15): Approval of the payment by the Company of an additional annual cash retainer fee for the financial year ending on 31 December 2026 to the chairperson of each of the committees of the Board and to members of the special committee.*

No. of Ordinary Shares <hr/> Vote for	No. of Ordinary Shares <hr/> Vote against	No. of Ordinary Shares <hr/> Abstention
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AGENDA ITEM (16): Approval of the appointment of Auren Audit S.à r.l. as the Company's approved statutory auditor (*réviseur d'entreprises agréé*) with respect to the Company's annual accounts for the financial year 2026.*

No. of Ordinary Shares <hr/> Vote for	No. of Ordinary Shares <hr/> Vote against	No. of Ordinary Shares <hr/> Abstention
--	--	--

*For the proposed resolution please refer to the Proposed Resolutions and Explanatory Notes.

AGENDA ITEM (17): Approval of the appointment of Grant Thornton Audit & Assurance as the Company's approved statutory auditor (*reviseur d'entreprises agréé*) with respect to the Company's consolidated financial statements for the financial year 2026.*

No. of Ordinary Shares <hr/> Vote for	No. of Ordinary Shares <hr/> Vote against	No. of Ordinary Shares <hr/> Abstention
--	--	--

AGENDA ITEM (18): Approval that any block trades and secondary offerings (considered together or separately) occurring after the announcement of the intention to pursue the Uplisting (as defined below) shall be considered towards the determination (i) that the 20% offering of common shares of the Company in a primary or secondary offering has been reached (as defined under item (iv) and the definition of Liquidity Event in the MIP term sheet approved by the general meeting of shareholders on 12 December 2024) and (ii) of a Specified Qualifying Liquidity Event (as defined in the amended and restated warrant agreement of the Company dated 8 July 2025). Where multiple block trades and/or secondary offerings occur, the TEV shall be calculated using the volume-weighted average of such transactions. For purposes of this resolution, "block trades" shall mean any transaction (or series of related transactions) in the Company's common shares (or depositary receipts representing such shares) that is executed as a single negotiated trade (or cross) with one or more purchasers in excess of \$3,000,000 dollars; and the announcement of the intention to pursue the Uplisting shall be deemed to have occurred upon the publication of this convening notice on the website of the Company <https://ri.theconstellation.com>. "Uplisting" means the admission to trading of the Company's shares or depositary receipts on Euronext Oslo Børs (mainlist). *

No. of Ordinary Shares <hr/> Vote for	No. of Ordinary Shares <hr/> Vote against	No. of Ordinary Shares <hr/> Abstention
--	--	--

*For the proposed resolution please refer to the Proposed Resolutions and Explanatory Notes.

AGENDA – PROPOSALS OF RESOLUTIONS AT THE EGM

AGENDA ITEM (1): Adjustment and extension of the scope of the authorised share capital of the Company, and authorisation to the Board to limit or suppress the preferential subscription rights of existing shareholders and to amend articles 5.2, 5.3, 5.4 and 5.8 of the articles of association of the Company accordingly in connection with the Uplisting.*

No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote for	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote against	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Abstention
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AGENDA ITEM (2): Adjustment and extension of the scope of the authorized share capital of the Company, and authorization to the Board to limit or suppress the preferential subscription rights of existing shareholders and to amend articles 5.2, 5.3, 5.4 and 5.8 (only in case resolution 1 is not approved) of the articles of association of the Company accordingly in connection with the BOD MIP (as such term is defined in the annex to the minutes of the general meeting of shareholders of the Company held on 30 June 2022) payment and the granting of Shares to the Board members, management of the Company and other eligible persons with respect to the management incentive plan for certain members of the Board and other eligible persons previously approved by the shareholders (the MIP), including through a Supplemental Equity Component designed to compensate eligible participants for the restrictions and illiquidity resulting from the applicable lock-up period, thereby aligning the interests of the Board with those of the Company's management and shareholders.*

No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote for	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote against	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Abstention
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AGENDA ITEM (3): Approval of the amendments to the articles of association of the Company, without amending the corporate object of the Company, required in connection with the Uplisting, to be effective as of the date of the Uplisting.*

No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote for	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Vote against	No. of Ordinary Shares <hr style="width: 80%; margin: 0 auto;"/> Abstention
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Note: please refer to the annexes to the Proposed Resolutions and Explanatory Notes containing the draft restated articles of association of the Company. Please also note that these draft articles of association are subject to change and that a vote in favour will be construed as a vote in favour of the articles of association as presented by the Board at the Meeting, as amended. The most recent draft of such restated articles of association will be available at the registered office of the Company throughout the convening period.

*For the proposed resolution please refer to the Proposed Resolutions and Explanatory Notes.

Signature page to the correspondence voting form for the annual and the extraordinary general meeting of Constellation Oil Services Holding S.A. to be held on 14 April 2026.

Name:

Title (if any):

Date: _____ **2026**

*For the proposed resolution please refer to the Proposed Resolutions and Explanatory Notes.

Constellation Oil Services Holding S.A.

Société anonyme

Siège social : 8-10, Avenue de la Gare
L-1610 Luxembourg
Grand-Duché de Luxembourg

R.C.S. Luxembourg: B163424
(the **Company**)

**PROPOSED RESOLUTIONS AND EXPLANATORY NOTES FOR
THE ANNUAL AND EXTRAORDINARY GENERAL MEETINGS
OF THE SHAREHOLDERS OF THE COMPANY
TO BE HELD IN LUXEMBOURG ON 14 APRIL 2026**

Luxembourg, 24 March 2026

With reference to the convening notice dated 24 March 2026 (the **Convening Notice**), the board of directors of the Company proposes to the EGM and AGM to adopt the resolutions as set out under Schedule 1. In relation thereto, the Board gives the explanatory notes to the agenda items of the upcoming AGM and EGM as set out under Schedule 2.

Insofar as not indicated otherwise, any capitalized terms shall be construed pursuant to the Convening Notice.

Schedule 1: Proposed Resolutions

AGM

1. AGENDA ITEM (1)

Presentation of the report from the board of directors of the Company (the **Board**) with respect to a potential conflict of interest of certain members of the Board in relation to the matters as set out therein.

Proposed resolution (non-voting item):

“The AGM notes that it has received the report from the Board informing it, in accordance with article 441-7 of the Luxembourg law on commercial companies dated 10 August 1915, as amended, of decisions in which certain members of the Board could be regarded as having a direct or indirect financial interest conflicting with that of the Company.”

2. AGENDA ITEM (2)

Presentation of the report from the Board on the annual accounts and the consolidated financial statements for the 2025 financial year and of the reports of the statutory auditor (*commissaire aux comptes*) on the annual accounts for the 2025 financial year and of the independent auditor (*réviseur d’entreprises agréé*) on the consolidated financial statement for the 2025 financial year.

Proposed resolution: N.A. (non-voting item)

3. AGENDA ITEM (3)

Approval of the Company’s annual accounts for the 2025 financial year.

Proposed resolution:

“The AGM, after having reviewed the report of the board of directors and the report of the statutory auditor (commissaire aux comptes), resolves to approve the Company’s annual accounts for the financial year ended 31 December 2025 prepared in accordance with Luxembourg GAAP, according to which the Company recorded a loss for the financial year in the amount of USD 153,691,357.85, in their entirety as presented to the AGM.”

4. AGENDA ITEM (4)

Approval of the Company’s consolidated financial statements for the 2025 financial year.

Proposed resolution:

“The AGM, after having reviewed the report of the board of directors and the report of the independent external auditor (réviseur d’entreprises agréé), resolves to approve and adopt the Company’s consolidated financial statements for the financial year ended 31 December 2025 prepared in accordance with IFRS as adopted by the European Union, according to which the Company recorded a consolidated loss for the financial year in the amount of 137,486,000, in their entirety as presented to the AGM.”

5. AGENDA ITEM (5)

Allocation of results and approval of four distributions sourced out of share premium in an amount of USD 25,000,000 each (one per quarter), each subject to the following three conditions precedent, being that (a) the relevant distribution is permitted under the existing contractual arrangements of the Company (b) the Company maintains, as of the date of the distribution and after giving effect thereto, an unrestricted cash balance of at least USD 100,000,000 and (c), as of the day preceding the date on which the occurrence of the conditions precedent is verified by the Board, no communication from the Company’s Audit, Risks and Compliance Office (GRC) has been received by the Company indicating that the relevant distribution should not proceed, and authorization to the Board to verify the occurrence of each of the conditions once per quarter within such quarter’s last seven business days with respect to each relevant distribution.

Proposed resolution:

“The AGM acknowledges that the profit and loss account for the financial year started on 1 January 2025 and ended on 31 December 2025 shows a loss of USD 153,691,357.85.

The allocation of the result for the financial year ended on December 31, 2025, is proposed as follows:

<i>Loss brought forward from the previous financial year</i>	<i>USD 2,959,247,611.06</i>
<i>Loss of the financial year 2025 to be carried forward to the next financial year</i>	<i>USD 153,691,357.85</i>
<i>Accumulated loss to be carried forward to the next financial year</i>	<i>USD 3,112,938,968.91</i>

The AGM acknowledges that the Company made a loss amounting to USD 153,691,357.85 during the financial year ended on 31 December 2025 and resolved to approve the proposed allocation of the result.

The AGM decides to declare four distributions sourced out of share premium in an amount of USD 25,000,000 each (one per quarter), each subject to the following three conditions precedent, being that, within such quarter’s last seven business days (ending on and including the last day of the relevant quarter) (a) the relevant distribution is permitted under the existing contractual arrangements of the Company, (b) the Company maintains, as of the date of distribution and after giving effect thereto, an unrestricted cash balance of at least USD 100,000,000 and (c) as of the day preceding the date on which the occurrence of the conditions precedent is verified by the Board (each time for the relevant distribution), no communication from the Company’s Audit, Risks and Compliance Office (GRC) has been received by the Company indicating that the relevant distribution shall not proceed, and grants authorisation to the Board to verify the occurrence of each of the conditions once per quarter within such quarter’s last seven business days (ending on and including the last day of the relevant quarter) with respect to the relevant distribution (i.e. for the first distribution, the conditions shall be verified by the Board within the seven (7) Business Days ending on and including 30 June 2026, for the second distribution, within the seven (7) Business Days

ending on and including 30 September 2026, for the third distribution, within the seven (7) Business Days ending on and including 31 December 2026 and for the fourth distribution, within the seven (7) Business Days ending on and including 31 March 2027. The respective payments to the shareholders, if the relevant conditions precedent are satisfied, shall be made within the same deadlines.

The AGM decides (i) to waive the application of article 1179 of the Civil Code as regards the conditions precedent so that they shall have no retractive effect and the declaration of the relevant quarter's distribution is effective only on the date of satisfaction of all the conditions precedent.

The AGM further resolves that the Company's Audit, Risks and Compliance Office (GRC) shall be empowered to issue a negative opinion vetoing the approved distribution only if, after careful review, the Company's Audit, Risks and Compliance Office (GRC) determines that proceeding with the repayment would compromise the Company's ability to continue its operations on a sustainable basis. In making this determination, the Company's Audit, Risks and Compliance Office (GRC) shall consider the Company's overall solvency, financial capacity and needs, the prevailing geopolitical and economic context, and any other relevant factors (including applicable law) that could adversely affect the sustainability of the Company's activities or prevent the Company from proceeding to the relevant distribution.

The AGM resolves that for the purposes of this resolution, business day means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in Luxembourg, São Paulo, Brazil, Rio de Janeiro, Brazil and Oslo, Norway.

6. AGENDA ITEM (6)

Discharge of all the members of the Board.

Proposed resolution:

"Based on the annual accounts and the consolidated financial statements as presented to the AGM, the AGM resolves to approve the Board's management in 2025 and to grant discharge to the members of the Board in office in 2025 in relation to the financial year 2025."

7. AGENDA ITEM (7)

Discharge of the statutory auditor (*commissaire aux comptes*) – Auren Audit S.à r.l.

Proposed resolution:

"Based on the annual accounts as presented to the AGM, the AGM resolves to approve Auren Audit S.à r.l.'s performance in 2025, in its capacity as statutory auditor (commissaire aux comptes), and to grant discharge to the statutory auditor in relation to the financial year 2025."

8. AGENDA ITEM (8)

Approval of the reappointment of Maria Vladimirovna Gordon as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.

Proposed resolution:

“The AGM resolves to approve the reappointment of Maria Vladimirovna Gordon as director of the Company for a mandate that will expire on the date of the annual general meeting of shareholders to be held in 2028.”

9. AGENDA ITEM (9)

Approval of the reappointment of Jorge Andrés Tagle Ovalle as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.

Proposed resolution:

“The AGM resolves to approve the reappointment of Jorge Andrés Tagle Ovalle as director of the Company for a mandate that will expire on the date of the annual general meeting of shareholders to be held in 2028.”

10. AGENDA ITEM (10)

Approval of the reappointment of Jaap Jan Prins as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.

Proposed resolution:

“The AGM resolves to approve the reappointment of Jaap Jan Prins as director of the Company for a mandate that will expire on the date of the annual general meeting of shareholders to be held in 2028.”

11. AGENDA ITEM (11)

Approval of the reappointment of Bruno Pessoa Serapiao as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.

Proposed resolution:

“The AGM resolves to approve the reappointment of Bruno Pessoa Serapiao as director of the Company for a mandate that will expire on the date of the annual general meeting of shareholders to be held in 2028.”

12. AGENDA ITEM (12)

Approval of the reappointment of Bertrand Jean-Marie Patrick de Fays as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.

Proposed resolution:

“The AGM resolves to approve the reappointment of Bertrand Jean-Marie Patrick de Fays as director of the Company for a mandate that will expire on the date of the annual general meeting of shareholders to be held in 2028.”

13. AGENDA ITEM (13)

Confirmation of the co-optation and approval of the reappointment of Nicholas Simon Procopenko as director of the Company for a term that will expire on the date of the annual general meeting of shareholders to be held in 2028.

Proposed resolution:

“The AGM resolves to confirm the co-optation made by the Board on 31 July 2025 and approve the reappointment of Nicholas Simon Procopenko as director of the Company for a mandate that will expire on the date of the annual general meeting of shareholders to be held in 2028.”

14. AGENDA ITEM (14)

Approval of the remuneration of Maria Vladimirovna Gordon, Bruno Pessoa Serapiao, Jaap Jan Prins and Jorge Andrés Tagle Ovalle as directors of the Company for the current financial year ending on 31 December 2026.

Proposed resolution:

“The AGM resolves to approve the remuneration of Maria Vladimirovna Gordon, Bruno Pessoa Serapiao, Jaap Jan Prins and Jorge Andrés Tagle Ovalle as directors (administrateurs) of the Company for the current financial year ending on 31 December 2026, as follows:

- a) Maria Vladimirovna Gordon – an annual remuneration in the amount of USD 370,370.00;*
- b) Bruno Pessoa Serapiao – an annual remuneration in the amount of USD 211,640.00;*
- c) Jaap Jan Prins – an annual remuneration in the amount of USD 211,640.00;*
- d) Jorge Andrés Tagle Ovalle – an annual remuneration in the amount of USD 211,640.00.”*

15. AGENDA ITEM (15)

Approval of the payment by the Company of an additional annual cash retainer fee for the financial year ending on 31 December 2026 to the chairperson of each of the committees of the Board and to members of the special committee.

Proposed resolution:

“The AGM resolves to approve the payment by the Company of an additional annual cash retainer fee for the financial year ending on 31 December 2026 to the chairperson of each of the committees of the Board and each of the members of the special committee of the Board as follows:

- a) USD 52,910.00 for the audit committee chair;
- b) USD 42,328.00 for the remuneration committee chair;
- c) USD 42,328.00 for the strategy committee chair;
- d) USD 42,328.00 for the sustainability + HSE + operations committee chair;
- e) USD 52,910.00 for the special committee chair, and
- f) USD 26,455.00 for each of the special committee member.”

16. AGENDA ITEM (16)

Approval of the appointment of Auren Audit S.à r.l. as the Company’s approved statutory auditor (*réviseur d’entreprises agréé*) with respect to the Company’s annual accounts for the financial year 2026.

Proposed resolution:

“The AGM resolves to approve the appointment of Auren Audit S.à r.l. as the Company’s approved statutory auditor (réviseur d’entreprises agréé) with respect to the Company’s annual accounts for the financial year 2026.”

17. AGENDA ITEM (17)

Approval of the appointment of Grant Thornton Audit & Assurance as the Company’s approved statutory auditor (*réviseur d’entreprises agréé*) with respect to the Company’s consolidated financial statements for the financial year 2026.

Proposed resolution:

“The AGM resolves to approve the appointment of Grant Thornton Audit & Assurance as the Company’s approved statutory auditor (réviseur d’entreprises agréé) with respect to the Company’s consolidated financial statements for the financial year 2026.”

18. AGENDA ITEM (18)

Approval that any block trades and secondary offerings (considered together or separately) occurring after the announcement of the intention to pursue the Uplisting (as defined below) shall be considered towards the determination (i) that the 20% offering of common shares of the Company in a primary or secondary offering has been reached (as defined under item (iv) and the definition of Liquidity Event in the MIP term sheet approved by the general meeting of shareholders on 12 December 2024) and (ii) of a Specified Qualifying Liquidity Event (as defined in the amended and restated warrant agreement of the Company dated 8 July 2025). Where multiple block trades and/or secondary offerings occur, the TEV shall be calculated using the volume-weighted average of such transactions. For purposes of this resolution, "block trades" shall mean any transaction (or series of related transactions) in the Company’s common shares (or depositary receipts representing such shares) that is executed as a single negotiated trade (or cross) with one or more purchasers in excess of \$3,000,000 dollars; and the announcement of the intention to pursue the Uplisting shall be deemed to have occurred upon the publication of this convening notice on the website of the Company <https://ri.theconstellation.com>. "Uplisting" means the admission to trading of the Company’s shares or depositary receipts on Euronext Oslo Børs (mainlist).

Proposed resolution:

“The AGM resolves to approve that any block trades and secondary offerings (considered together or separately) occurring after the announcement of the intention to pursue the Uplisting (as defined below) shall be considered towards the determination (i) that the 20% offering of common shares of the Company in a primary or secondary offering has been reached (as defined under item (iv) and the definition of Liquidity Event in the MIP term sheet approved by the general meeting of shareholders on 12 December 2024) and (ii) of a Specified Qualifying Liquidity Event (as defined in the amended and restated warrant agreement of the Company dated 8 July 2025). Where multiple block trades and/or secondary offerings occur, the TEV shall be calculated using the volume-weighted average of such transactions. For purposes of this resolution, “block trades” shall mean any transaction (or series of related transactions) in the Company’s common shares (or depositary receipts representing such shares) that is executed as a single negotiated trade (or cross) with one or more purchasers in excess of \$3,000,000 dollars; and the announcement of the intention to pursue the Uplisting shall be deemed to have occurred upon the publication of this convening notice on the website of the Company <https://ri.theconstellation.com>. “Uplisting” means the admission to trading of the Company’s shares or depositary receipts on Euronext Oslo Børs (mainlist).”

EGM

1. AGENDA ITEM (1)

Adjustment and extension of the scope of the authorised share capital of the Company, and authorisation to the Board to limit or suppress the preferential subscription rights of existing shareholders and to amend articles 5.2, 5.3, 5.4 and 5.8 of the articles of association of the Company accordingly in connection with the Uplisting.

Proposed resolution:

“The EGM resolves to:

- (i) adjust the authorised share capital of the Company so that the Board is authorised to increase the share capital of the Company once or more by a maximum amount of sixty eight thousand one hundred eighty five United States dollars and twenty six cents (USD 68,185.26), by issuing a maximum of three hundred seventy eight thousand eight hundred seven (378,807) ordinary registered shares of the Company, in connection with the Uplisting (the **Uplisting Authorized Capital**);*
- (ii) authorise the Board, during a period of five years starting on the date of this EGM, to issue additional shares in the Company within the limit of the **Uplisting Authorized Capital**;*
- (iii) acknowledge the report of the Board dated 23 March 2026 relating to the proposed adjustment of the Company’s authorised share capital and the authorisation to suppress or limit the preferential subscription rights of existing shareholders (the **Report**). A copy of the Report, signed *ne varietur* by the chairman, the secretary, the scrutineer(s) and the notary will remain annex to the notarial deed recording the EGM for purposes of filing with the Luxembourg registration authorities;*
- (iv) authorise the Board to suppress or limit the preferential subscription rights of existing shareholders in the event of any increase in the issued share capital up to and including the Uplisting Authorized Capital;*
- (v) amend articles 5.2, 5.3, 5.4 and 5.8 (second paragraph of which will become new article 5.9 of the Articles) so that article 5 reads as follows:*

“Art. 5 Share capital.

- 5.1 *The issued share capital is set at fifteen million one hundred ninety-nine thousand one hundred eighty-three United States dollars and eight cents (USD 15,199,183.08) represented by eighty-four million four hundred thirty-nine thousand nine hundred six (84,439,906) registered ordinary shares with a nominal value of United States dollar eighteen cents (USD 0.18), fully paid and having the rights given to such shares in these Articles (the “Shares”).*
- 5.2 *The Board shall have the right to raise the share capital of the Company up to an amount of two million one hundred ninety six thousand seventy United States dollars and seventy four cents (USD 2,196,070.74), by issuing a maximum of twelve million two hundred thousand three hundred ninety three (12,200,393) Shares (such aforementioned Shares and authorised share capital, excluding the issued Shares and share capital of the Company, the “**Authorised Share Capital**”).*
- 5.3 *The Authorised Share Capital may only be used for the following purposes:*
- 5.3.1 *issuances of Shares in the context and in accordance with the terms of the Warrants in effect as of 12 December 2024, whereby the Board shall be authorised to utilise the Authorised Share Capital to increase the share capital of the Company, once or more, by a maximum amount of one million eight hundred twenty-three thousand nine hundred and one United States dollars and eighty-four cents (USD 1,823,901.84), by issuing a maximum of ten million one hundred thirty-two thousand seven hundred eighty-eight (10,132,788) Shares (the “**Warrant Shares Issuances**”);*
- 5.3.2 *issuances of Shares in the context of the a long term incentive plan, to be adopted by and in the discretion of the Board in the context and within the limits of the Authorised Share Capital (the “**LTI**”), which may include allocation of stock options, warrants, restricted stock units (RSUs), or other forms of equity compensation to executives of the Company or its direct or indirect subsidiaries, whereby the Board shall be authorised to utilise the Authorised Share Capital to increase the share capital of the Company, once or more, by a maximum amount of three hundred three thousand nine hundred eighty-three United States dollars and sixty-four cents (USD 303,983.64), by issuing a maximum of one million six hundred eighty-eight thousand seven hundred ninety-eight (1,688,798) Shares (the “**LTI Issuances**”);*
- 5.3.3. *issuances of Shares in the context of an offering of its Shares or Depository Receipts (as this term is defined below) by the Company and listing of such Shares or Depository Receipts by the Company on the Main Market of the OSE, whereby the Board shall be authorised to utilise the Authorised Share Capital to increase the share capital of the Company, once or more, by a maximum amount sixty eight thousand one hundred eighty five United States dollars and twenty six cents (USD 68,185.26), by issuing a maximum of three hundred seventy eight thousand eight hundred seven (378,807) Shares (the “**Uplisting Issuances**” and together with the Warrant Share Issuances and the LTI Issuances the “**Authorised Share Capital Issuance**”).*
- 5.4 *For a period of five (5) years starting from (i) as regards articles 5.3.1 and 5.3.2 above, the date of the deed of amendment dated 19 June 2025 amending the Authorised Share Capital and (ii) as regards article 5.3.3 above, the date of the deed of amendment dated 14 April 2026 amending the Authorised Share Capital, and within the limits of the Authorised Share Capital set out under*

Article 5.3 and further subject to Article 5.7, the Board is authorised (i) to increase the current share capital of the Company one or more times by the issuance of any of the above-mentioned new Shares, with or without share premium, against payment in cash or in kind, by conversion of claims on the Company or share premium or in any other manner; and (ii) to limit or cancel the preferential subscription rights of existing shareholders otherwise applicable to such issuance.

5.5 After each increase of the Company's share capital according to the above, these Articles shall be amended to reflect such an increase. The Board is expressly authorised to delegate to any natural or legal person the authority to receive payment for Shares, to proceed to increases of share capital under the Authorised Share Capital as well as to proceed to the corresponding amendments of Articles 5.1, 5.2 and 5.3 hereof to reflect such increase, and to take all actions necessary or desirable for the execution, filing and/or publication of such amendments in accordance with the Law.

5.6 The subscribed share capital and the Authorised Share Capital of the Company may be increased or reduced by a resolution of the general meeting of shareholders of the Company, adopted in compliance with the requirements for an amendment of the Articles as set forth in Article 20.14.

5.7 The Warrants shall be exercisable in exchange for Shares in the context of a Specified Qualifying Liquidity Event, subject to and in accordance with the terms of the Restated Warrant Agreement, whereby, for the avoidance of doubt, the Shares issued on exercise of the Warrants shall be registered in the Register of the Company and records of the Company immediately prior to the consummation of a Liquidity Event, provided such Liquidity Event is considered a Specified Qualifying Liquidity Event and any issuance of Shares from the Authorised Share Capital in relation thereto is conditioned upon the subsequent consummation of such Specified Qualifying Liquidity Event.

5.8 Without prejudice to and notwithstanding article 5.3.2, the Board is authorised, subject to establishing performance criteria, to allocate cash payments to employees and corporate officers (including directors) and directors of the Company as incentive compensation.

5.9 The Shareholders shall have preemptive subscription rights upon the issuance of Shares in accordance with the laws of the Grand Duchy of Luxembourg. However, the Board is authorized to limit or cancel preemptive subscription rights in connection with the Authorised Share Capital Issuances.»

2. AGENDA ITEM (2)

Adjustment and extension of the scope of the authorized share capital of the Company, and authorization to the Board to limit or suppress the preferential subscription rights of existing shareholders and to amend articles 5.2, 5.3, 5.4 and 5.8 (only in case resolution 1 is not approved) of the articles of association of the Company accordingly in connection with the BOD MIP (as such term is defined in the annex to the minutes of the general meeting of shareholders of the Company held on 30 June 2022) payment and the granting of Shares to the Board members, management of the Company and other eligible persons with respect to the management incentive plan for certain members of the Board and other eligible persons previously approved by the shareholders (the MIP), including through a Supplemental Equity Component designed to compensate eligible participants for the restrictions and illiquidity resulting from the applicable lock-up

period, thereby aligning the interests of the Board with those of the Company's management and shareholders.

Proposed resolution:

“The EGM resolves to:

- (i) adjust the authorised share capital of the Company so that the Board is authorised to increase the share capital of the Company once or more by a maximum amount of one hundred fifty-three thousand five hundred twenty-seven United States dollars and four cents (USD 153,527.04), by issuing a maximum of eight hundred fifty-two thousand nine hundred twenty-eight (852,928) ordinary registered shares of the Company accordingly, in connection with the BOD MIP payment and the granting of Shares to the management of the Company (the **MIP Authorised Capital**);*
- (ii) authorise the Board, during a period of five years starting on the date of this EGM, to issue additional shares in the Company within the limit of the MIP Authorised Capital;*
- (iii) acknowledge the report of the Board dated 23 March 2026 relating to the proposed adjustment of the Company's authorised share capital and the authorisation to suppress or limit the preferential subscription rights of existing shareholders (the Report). A copy of the Report, signed *ne varietur* by the chairman, the secretary, the scrutineer(s) and the notary will remain annex to the notarial deed recording the EGM for purposes of filing with the Luxembourg registration authorities;*
- (iv) authorise the Board to suppress or limit the preferential subscription rights of existing shareholders in the event of any increase in the issued share capital up to and including the MIP Authorized Capital;*
- (v) amend articles 5.2, 5.3, and 5.4 so that they read as follows **in case resolution 1 is approved:***

«

*5.2 The Board shall have the right to raise the share capital of the Company up to an amount of two million three hundred forty nine thousand five hundred ninety seven United States dollars and seventy eight cents (USD 2,349,597.78), by issuing a maximum of thirteen million fifty-three thousand three hundred twenty-one (13,053,321) Shares (such aforementioned Shares and authorised share capital, excluding the issued Shares and share capital of the Company, the **“Authorised Share Capital”**).*

5.3 The Authorised Share Capital may only be used for the following purposes:

*5.3.1 issuances of Shares in the context and in accordance with the terms of the Warrants in effect as of 12 December 2024, whereby the Board shall be authorised to utilise the Authorised Share Capital to increase the share capital of the Company, once or more, by a maximum amount of one million eight hundred twenty-three thousand nine hundred and one United States dollars and eighty-four cents (USD 1,823,901.84), by issuing a maximum of ten million one hundred thirty-two thousand seven hundred eighty-eight (10,132,788) Shares (the **“Warrant Shares Issuances”**);*

*5.3.2 issuances of Shares in the context of the a long term incentive plan, to be adopted by and in the discretion of the Board in the context and within the limits of the Authorised Share Capital (the **“LTI”**), which may include allocation of stock options, warrants, restricted stock units (RSUs), or other forms of equity compensation to executives of the Company or its direct or indirect subsidiaries, whereby the Board shall be authorised to utilise the Authorised Share*

Capital to increase the share capital of the Company, once or more, by a maximum amount of three hundred three thousand nine hundred eighty-three United States dollars and sixty-four cents (USD 303,983.64), by issuing a maximum of one million six hundred eighty-eight thousand seven hundred ninety-eight (1,688,798) Shares (the “**LTI Issuances**”);

5.3.3. issuances of Shares in the context of an offering of its Shares or Depository Receipts (as this term is defined below) by the Company and listing of such Shares or Depository Receipts by the Company on the Main Market of the OSE, whereby the Board shall be authorised to utilise the Authorised Share Capital to increase the share capital of the Company, once or more, by a maximum amount of sixty eight thousand one hundred eighty five United States dollars and twenty six cents (USD 68,185.26), by issuing a maximum of three hundred seventy eight thousand eight hundred seven (378,807) Shares (the “**Uplisting Issuances**”);

5.3.4. issuances of Shares, with or without consideration, for the purpose of settling in part the cash entitlements of eligible Board members under the management incentive plan previously approved by the shareholders (the “**BoD MIP**”), by way of delivery of Shares in lieu of cash payment to such eligible Board members and to issue Shares to the Board members, management of the Company and other eligible persons in connection with the management incentive plan (the “**MIP**”), once or more, by a maximum amount of one hundred fifty-three thousand five hundred twenty-seven United States dollars and four cents (USD 153,527.04), by issuing a maximum of eight hundred fifty-two thousand nine hundred twenty-eight (852,928) Shares (the “**MIP Shares Issuances**”, and together with the Warrant Share Issuances, the LTI Issuances and the Uplisting Issuances, the “**Authorised Share Capital Issuances**”).

5.4 For a period of five (5) years starting from (i) as regards articles 5.3.1 and 5.3.2 above, the date of the deed of amendment dated 19 June 2025 amending the Authorised Share Capital and (ii) as regards articles 5.3.3 and 5.3.4 above, the date of the deed of amendment dated 14 April 2026 amending the Authorised Share Capital, and within the limits of the Authorised Share Capital set out under Article 5.3 and further subject to Article 5.7, the Board is authorised (i) to increase the current share capital of the Company one or more times by the issuance of any of the above-mentioned new Shares, with or without share premium, against payment in cash or in kind, by conversion of claims on the Company or share premium or in any other manner (including for free); and (ii) to limit or cancel the preferential subscription rights of existing shareholders otherwise applicable to such issuance, it being understood that the authorization to issue Shares without consideration as set out in article 5.3.4 shall automatically entail, for the benefit of the beneficiaries of the free shares, a waiver by the existing shareholders of their preferential subscription rights as per the Law.”

(vi) amend articles 5.2, 5.3, 5.4 and 5.8 (second paragraph of which will become new article 5.9) so that they read as follows **in case resolution 1 is not approved:**

«

5.2 The Board shall have the right to raise the share capital of the Company up to an amount of two million two hundred eighty one thousand four hundred twelve United States dollars fifty two cents (USD 2,281,412.52), by issuing a maximum of twelve million six hundred seventy four thousand five hundred fourteen (12,674,514) Shares (such aforementioned Shares and authorised share capital, excluding the issued Shares and share capital of the Company, the “**Authorised Share Capital**”).

5.3 *The Authorised Share Capital may only be used for the following purposes:*

5.3.1 *issuances of Shares in the context and in accordance with the terms of the Warrants in effect as of 12 December 2024, whereby the Board shall be authorised to utilise the Authorised Share Capital to increase the share capital of the Company, once or more, by a maximum amount of one million eight hundred twenty-three thousand nine hundred and one United States dollars and eighty-four cents (USD 1,823,901.84), by issuing a maximum of ten million one hundred thirty-two thousand seven hundred eighty-eight (10,132,788) Shares (the “**Warrant Shares Issuances**”);*

5.3.2 *issuances of Shares in the context of the a long term incentive plan, to be adopted by and in the discretion of the Board in the context and within the limits of the Authorised Share Capital (the “**LTI**”), which may include allocation of stock options, warrants, restricted stock units (RSUs), or other forms of equity compensation to executives of the Company or its direct or indirect subsidiaries, whereby the Board shall be authorised to utilise the Authorised Share Capital to increase the share capital of the Company, once or more, by a maximum amount of three hundred three thousand nine hundred eighty-three United States dollars and sixty-four cents (USD 303,983.64), by issuing a maximum of one million six hundred eighty-eight thousand seven hundred ninety-eight (1,688,798) Shares (the “**LTI Issuances**”);*

5.3.3 *issuances of Shares, with or without consideration, for the purpose of settling in part the cash entitlements of eligible Board members under the management incentive plan previously approved by the shareholders (the “**BoD MIP**”), by way of delivery of Shares in lieu of cash payment to such eligible Board members and to issue Shares to the Board members, management of the Company and other eligible persons in connection with the management incentive plan (the “**MIP**”), once or more, by a maximum amount of one hundred fifty-three thousand five hundred twenty-seven United States dollars and four cents (USD 153,527.04), by issuing a maximum of eight hundred fifty-two thousand nine hundred twenty-eight (852,928) Shares (the “**MIP Shares Issuances**”, and together with the Warrant Share Issuances and the LTI Issuances, the “**Authorised Share Capital Issuances**”).*

5.4 *For a period of five (5) years starting from (i) as regards articles 5.3.1 and 5.3.2 above, the date of the deed of amendment dated 19 June 2025 amending the Authorised Share Capital and (ii) as regards article 5.3.3 above, the date of the deed of amendment dated 14 April 2026 2026 amending the Authorised Share Capital, and within the limits of the Authorised Share Capital set out under Article 5.3 and further subject to Article 5.7, the Board is authorised (i) to increase the current share capital of the Company one or more times by the issuance of any of the above-mentioned new Shares, with or without share premium, against payment in cash or in kind, by conversion of claims on the Company or share premium or in any other manner (including for free); and (ii) to limit or cancel the preferential subscription rights of existing shareholders otherwise applicable to such issuance, it being understood that the authorization to issue Shares without consideration as set out in article 5.3.3 shall automatically entail, for the benefit of the beneficiaries of the free shares, a waiver by the existing shareholders of their preferential subscription rights as per the Law.*

5.9 *The Shareholders shall have preemptive subscription rights upon the issuance of Shares in accordance with the laws of the Grand Duchy of Luxembourg. However, the Board is authorized to limit or cancel preemptive subscription rights in connection with the Authorised Share Capital Issuances. »”*

3. AGENDA ITEM (3)

Approval of the amendments to the articles of association of the Company, without amending the corporate object of the Company, required in connection with the Uplisting, to be effective as of the date of the Uplisting.

Proposed resolution:

“The EGM resolves to approve the amendments to the articles of association of the Company without amending the corporate object of the Company, required in connection with the Uplisting, which shall read as set out in Annex 1, to be effective as of the date of the Uplisting (the “Effective Date”), and excluding article 5 as amended pursuant to the previous resolutions, which shall be effective as of the date of this EGM. The Board of Directors is hereby authorized to appear in front of a Luxembourg notary to acknowledge that the Effective Date has occurred and that thus the articles of association of the Company, as amended pursuant to this resolution, are in full force and effect.”

Note: please refer to the Annexes herein containing the draft restated articles of association of the Company. Please also note that these draft articles of association are subject to change and that a vote in favour will be construed as a vote in favour of the articles of association as presented by the Board at the Meeting, as amended. The most recent draft of such restated articles of association will be available at the registered office of the Company throughout the convening period. Please note that should the proposed resolutions on the changes to the authorised share capital of the Company fail to be adopted, the wording that retains the current version of the provisions on the authorised share capital shall be in force.

Schedule 2: Explanatory remarks on agenda items

AGM

Share premium repayment

Shareholders are invited to approve four distributions sourced out of share premium, each in an amount of USD 25,000,000 and to be implemented once per quarter. For technical accounting and legal reasons, the distribution will be made as a repayment of share premium, as the Company currently does not have profits available for distribution.

These distributions will only become effective if, at the relevant quarterly verification date, the Board of Directors confirms that three objective conditions precedent are satisfied. First, the distribution must be permitted under the Company's contractual arrangements, including the covenants under its financing documentation. In particular, under the indenture governing the USD 650,000,000 9.375% Senior Secured Notes due 2029, as amended (the **Indenture**), the Company may, beginning April 1, 2026 and up to and including the first quarter of 2027, make pro rata distributions to shareholders in an amount not exceeding USD 25,000,000 per quarter, provided (i) it could incur at least USD 1.00 of additional indebtedness (as defined in the Indenture) and (ii) its Consolidated Net Leverage Ratio would not be greater than 2.25:1.00 after giving effect to such distribution.

Second, as of the relevant payment date, and after giving effect to the relevant distribution, the Company must maintain an unrestricted cash balance of at least USD 100,000,000. These safeguards ensure compliance with the Company's financing obligations and preserve adequate liquidity.

Third, in alignment with prudent financial governance and risk management, the Company's Audit, Risks and Compliance Office (GRC) can issue a veto against the approved distribution if it determines that such distribution may compromise the Company's financial soundness. Specifically, the AGM resolves that the Company's Audit, Risks and Compliance Office (GRC) shall be empowered to issue a negative opinion vetoing the approved distribution only if, after careful review, the GRC determines that proceeding with the repayment would compromise the Company's ability to continue its operations on a sustainable basis. In making this determination, the GRC shall consider the Company's overall solvency, financial capacity and needs, the prevailing geopolitical and economic context, and any other relevant factors (including applicable law) that could adversely affect the sustainability of the Company's activities or prevent the Company from proceeding to the relevant distribution.

This independent review process ensures that all distributions are made in line with the Company's financial and operational stability.

The inclusion of this veto power by an independent body underscores the Board's commitment to maintaining fiscal responsibility and safeguarding the Company's liquidity and financial health. This mechanism provides an additional layer of oversight and is designed to protect the Company's interests by preventing distributions that could adversely affect its financial position.

The Board of Directors will not have discretion to decide whether a distribution should take place. Its role is strictly limited to verifying, once per quarter, whether the relevant conditions precedent have been satisfied. If the conditions are met, the distribution must be made within the corresponding quarterly time period; if one of the conditions is not satisfied the relevant distribution does not take effect.

To ensure that no right to a distribution arises before the conditions precedent are effectively fulfilled, the shareholders will waive the retroactive effect provided under article 1179 of the Civil Code in respect of the conditions precedent. This structure provides shareholders with visibility on the intended distributions while ensuring that each quarterly distribution is implemented only if legally, financially, and prudently justified.

Reappointment of the Board and approval of the remuneration of the members of the Board and of the chairperson of each of the committees of the Board for the current financial year ending on 31 December 2026

The shareholders are invited to consider and approve the reappointment of the same members of the Board for a mandate that will expire on the date of the annual general meeting of shareholders to be held in 2028.

In addition, the shareholders are invited to vote on the remuneration of Maria Vladimirovna Gordon, Bruno Pessoa Serapiao, Jaap Jan Prins and Jorge Andrés Tagle Ovalle as directors of the Company for the current financial year ending on 31 December 2026, which remains consistent with the remuneration currently applied, it being clarified that Bertrand Jean-Marie Patrick de Fays and Nicholas Simon Procopenko do not receive any remuneration.

The shareholders are also invited to approve the payment of an additional annual cash retainer fee for the financial year ending on 31 December 2026 to the chairperson of each of the committees of the Board.

Liquidity Event and Specified Qualifying Liquidity Event

The shareholders are also invited to consider and approve that certain additional transactions shall fall under to the scope of a Liquidity Event (as defined under item (iv) and the definition of Liquidity Event in the MIP term sheet approved by the general meeting of shareholders on 12 December 2024) and a Specified Qualifying Liquidity Event (as defined in the amended and restated warrant agreement of the Company dated July 8, 2025).

More specifically, in the context of the contemplated admission to trading of the Company's shares or depositary receipts on Euronext Oslo Børs (defined as Uplisting), the shareholders are invited to approve that any block trades and secondary offerings (considered together or separately) occurring after the announcement of the intention to pursue the Uplisting shall be considered towards the determination that the 20% offering of common shares of the Company in a primary or secondary offering has been reached and thus a Liquidity Event has occurred. Where multiple block trades and/or secondary offerings occur, the TEV shall be calculated using the volume-weighted average of such transactions. For purposes of such approval, "block trades" shall mean any transaction (or series of related transactions) in the Company's common shares (or depositary receipts representing such shares) that is executed as a single negotiated trade (or cross) with one or more purchasers in excess of \$3,000,000 dollars; and the announcement of the intention to pursue the Uplisting shall be deemed to have occurred upon the publication of the convening notice to this shareholder meeting on the website of the Company <https://ri.theconstellation.com>.

This proposal aims to enhance the Company's market position and ensure compliance with the regulatory requirements necessary for the Uplisting to Euronext Oslo Børs (mainlist).

The Board believes that this approach will facilitate the Company's strategic objectives of broadening the

shareholder base, enhancing liquidity, and increasing visibility and credibility in the market. This strategic move is expected to provide access to a larger pool of investors, thereby strengthening the Company's financial position and market profile.

In conclusion, the resolution under Agenda item 18, supported by the independent veto mechanism in Agenda item 5, reflect the Board's strategic vision to enhance shareholder value while ensuring the Company's financial stability and operational continuity. The Board recommends that shareholders approve these resolutions to advance the Company's strategic initiatives responsibly.

Other standard matters

In the context of the AGM the shareholders are invited to review the management report prepared by the Board and the reports of the statutory auditor (*commissaire aux comptes*) and the independent auditor (*reviseur d'entreprises agréé*). In addition, the AGM agenda contains the customary matters to be considered and approved by the shareholders, including *inter alia*, the approval of the annual accounts of the Company for the financial year 2025 and the consolidated financial statements for the financial year 2025. These documents are made available on the Company's website: <https://ri.theconstellation.com/>, and at the Company's registered office. The agenda also includes the appointment of Auren Audit S.à r.l. as statutory auditor (*reviseur d'entreprises agréé*) with respect to the Company's annual accounts for the financial year 2026 and Grant Thornton Audit & Assurance as statutory auditor (*reviseur d'entreprises agréé*) with respect to the Company's consolidated financial statements for the financial year 2026.

EGM

Authorized Capital

Under Luxembourg law, authorised share capital is a mechanism by which the shareholders pre-authorise the board of directors or managers to increase the company's share capital up to a maximum amount and within a defined period, without requiring a further shareholder resolution for each issuance.

In addition to the existing uses of the authorised share capital, the proposal introduces two new permitted uses in connection with the Uplisting and in connection with the BOD MIP payment and the granting of Shares to management of the Company, as set out in Articles 5.3.3 and 5.3.4 of the amended articles of association of the Company.

a) Authorized share capital in connection with the Uplisting

Article 5.3.3 (assuming that resolution 1 of the EGM is approved) extends the scope of the authorised share capital to allow the issuance of shares in connection with the Uplisting. This amendment is intended to provide the Board with the necessary flexibility to implement a potential public offering and listing without requiring further shareholder approvals for each related capital increase.

In particular, the Company intends, in connection with the Uplisting, to broaden its shareholder base so as to meet the shareholder distribution criteria applicable for admission to trading on the Main Market, including the requirement to have at least 500 shareholders. To that end, the Board considers that a primary offering by the Company may be required. The contemplated size of such primary offering would be up to USD 5,000,000 (or the equivalent amount in other currencies). Given that the timing, structure and final size of any such primary offering will depend on market conditions and regulatory and exchange processes, the Board believes it is in the best interests of the Company to obtain the relevant shareholder authorisations

in advance, so that, if and when the Company decides to proceed with the Uplisting, the issuance of new Shares can be implemented without undue delay. Accordingly, the Board requires the authority (x) to increase the share capital of the Company, once or more, in a timely manner and (y) to limit or cancel preferential subscription rights of shareholders in connection with such issuance.

The Board further believes that the Uplisting may be beneficial to the Company as it is expected to (a) improve trading liquidity and broaden the investor base by providing access to a larger and more diverse pool of Norwegian and international investors, (b) enhance the Company's visibility, credibility and market profile by moving to a regulated market, (c) strengthen the Company's ability to raise equity capital in the future and potentially reduce the cost of capital over time through improved market access and liquidity, and (d) provide the Company with a more efficient equity currency for potential strategic transactions and employee incentive arrangements. The Board notes that the realisation of these potential benefits will depend on market conditions and the Company's ability to satisfy applicable regulatory and exchange requirements.

b) Authorized share capital in connection with the MIP

Article 5.3.4 (or Article 5.3.3 if resolution 1 of the EGM is not approved) is intended to amend the settlement mechanism under the management incentive plan for certain members of the Board and other eligible persons (the **MIP**), including the BOD MIP.

The MIP has been duly approved by the shareholders and entitles eligible participants to receive awards upon the occurrence of a Liquidity Event. Under the current terms of the MIP, as amended by the MIP term sheet approved by the general meeting of shareholders on 12 December 2024, the entitlements of eligible members of the Board under the BoD MIP are denominated and payable exclusively in cash. The Board now proposes to introduce the option for the Company to settle such cash entitlements up to 50% and at the eligible person's choice, through the issuance and delivery of Shares, subject to the terms and conditions of the MIP and applicable law. Any such settlement in Shares would require the Company to issue new Shares to the relevant beneficiaries with or without consideration and, accordingly, the Board requires the authority to increase the share capital and to limit or cancel existing shareholders' preferential subscription rights in connection with such issuance. The issue price for any Shares issued for these purposes shall be determined at the relevant time in accordance with the applicable terms of the MIP and prevailing market practice, taking into account the fair market value of the Shares (including, as applicable, by reference to the market value of any depository receipts listed on the Main Market of the OSE). In addition, for the portion of the cash entitlement that is voluntarily converted into Shares by an eligible Board member and other eligible persons (the **Base Equity Component**), the Board proposes to grant a supplemental equity component equal to thirty percent (30%) of the converted base amount (the **Supplemental Equity Component**). Both the Base Equity Component and the Supplemental Equity Component would be granted in the form of Shares that are subject to a lock-up period of 12 months as of their issuance. The issuance of Shares pursuant to the Base Equity Component and the Supplemental Equity Component would likewise require the authority to increase the share capital and to limit or cancel existing shareholders' preferential subscription rights.

The Board considers that the proposed settlement mechanism, including the option to satisfy cash entitlements through the delivery of Shares and the granting of the Supplemental Equity Component for voluntarily converted amounts, serves the Company's strategic and financial interests for the following reasons: (a) it mitigates immediate cash outflows at or around the occurrence of a Liquidity Event, thereby preserving liquidity during a transaction-critical period; (b) it enhances balance sheet flexibility and optimizes capital allocation by reducing cash disbursements while maintaining the economic substance of

the entitlements under the MIP; and (c) it strengthens governance and promotes long-term value creation by aligning the interests of eligible Board members and other eligible persons with those of shareholders through meaningful equity ownership subject to lock-up. The Supplemental Equity Component is specifically designed to compensate the eligible participants for the restrictions and illiquidity resulting from the 12-month lock-up period applicable to the Shares received, which is consistent with customary market practice for equity-based incentive arrangements involving transfer restrictions. Furthermore, the Board notes that, under this new structure, members of the Board who elect to receive Shares will become equity holders of the Company on terms comparable to those applicable to the Company's management, who already receive a portion of their entitlements under the Long Term Incentive Plan (LTI) in the form of Shares. This alignment between the Board and management reinforces a shared commitment to long-term value creation and demonstrates the Board's genuine interest in being aligned with the interests of the shareholders. The Board further notes that any election by eligible Board members, management and other eligible persons to receive Shares in lieu of cash constitutes a material modification of the economic terms of their award, as such election entails (i) the relinquishment of guaranteed liquidity and immediate cash realization, (ii) exposure to share price volatility and market risk, (iii) transfer restrictions and limitations on liquidity, and (iv) downside exposure inherent in equity ownership, particularly in a cyclical industry.

In connection with the Uplisting and the MIP, as already indicated above, the shareholders are also invited to authorise the Board to limit or suppress the preferential subscription rights of existing shareholders in connection with issuances under the authorised share capital. This authorisation is intended to provide the Board with the flexibility required to efficiently implement capital increases for the permitted purposes.

The report of the Board with respect to the requested authorisation to limit and suppress the preferential subscription rights of existing shareholders in connection with the Uplisting and the MIP, is made available on the Company's website: <https://ri.theconstellation.com/>, and at the Company's registered office.

Amendment of articles of association

The Company wishes to have the articles of association (the **Articles**) amended in connection with the Uplisting, without amending the corporate object of the Company, to be effective as of the date of the Uplisting. The proposed amendments are primarily intended to align the articles of association with the requirements applicable to a company listed on a regulated market. By way of example, certain provisions have been removed on the basis that, following the listing on Euronext Oslo Børs, mandatory takeover offers will be governed by the Luxembourg takeover law, and any squeeze-out procedures will be carried out in accordance with the applicable statutory framework.

Please note that the amendment to the authorised share capital (as proposed in resolutions 1 and 2) will take effect immediately after the EGM, while the remaining amendments to the Articles will only become effective upon the Uplisting. The Board will be authorised to appear before a Luxembourg notary to acknowledge the effectiveness of these amendments.

This differentiation in timing is intended as a precautionary measure, so that, in the event the Uplisting is not approved, the Company does not remain subject to Articles that are tailored for Euronext Oslo Børs, but not suitable for its current listing on Euronext Growth Oslo.

Please find attached a clean draft of the Articles based on an assumption of a scenario in which proposed resolutions 1, 2 and 3 of the EGM are approved (attached hereto as Annex 1) and a compare version based on the same assumption, compared against the current Articles (attached hereto as Annex 2). Additionally, please note that Schedule 1 (Proposed Resolutions) includes the respective wording applicable in the event

that one of the proposed resolutions is not approved. Complete versions of the Articles reflecting each possible scenario of approvals are available for consultation at the registered office of the Company.

Note that these Articles are presented in substantially final form but remain subject to change; any revisions to the Articles from the date of this convening notice until and including the date of the Meetings will be available at the registered office of the Company. The final version will be presented at the Meetings.

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Annex 1: Clean draft of the Articles assuming approval of all EGM agenda items

I. FORM, NAME, OBJECT, DURATION, REGISTERED OFFICE

Art. 1. Form and Name.

The name of the company is **Constellation Oil Services Holding S.A.** (the “**Company**”). The Company is a public limited liability company (*société anonyme*), governed by the laws of the Grand Duchy of Luxembourg pertaining to such an entity, and in particular by the law of August 10th, 1915 on commercial companies, as amended (hereafter the “**Law**”) and the present articles of association (hereafter the “**Articles**”).

Art. 2. Object.

2.1 The purpose of the Company is the acquisition and holding of ownership interests, in Luxembourg or abroad, in any companies or enterprises in any form whatsoever and the management and operation of such ownership interests. The Company may in particular acquire by subscription, purchase, and exchange or in any other manner any stock, shares and other equity securities, bonds, debentures, certificates of deposit and other debt instruments and more generally any securities and financial instruments issued by any public or private entity whatsoever, including partnerships. It may participate in the creation, development, management and control of any company or enterprise. It may further invest in the acquisition and management of a portfolio of patents or other intellectual property rights of any nature or origin whatsoever.

2.2 The Company may borrow in any form. It may issue notes, bonds and debentures and any kind of debt which may be convertible and/or equity securities. The Company may lend funds including the proceeds of any borrowings and/or issues of debt securities to its subsidiaries, affiliated companies or to any other company. It may also grant financial assistance and give guarantees and grant security interests in favor of third parties to secure its obligations or the obligations of its subsidiaries, affiliated companies or any other company under its direct, indirect or joint control, whether sole control or shared. The Company may further mortgage, pledge, transfer, encumber or otherwise hypothecate all or any of its assets.

2.3 The Company may generally employ any techniques and utilise any instruments relating to its investments for the purpose of their efficient management, including techniques and instruments designed to protect the Company against creditors, currency fluctuations, interest rate fluctuations and other risks.

2.4 The Company may grant any form of assistance to any affiliated entities, including the payment of costs or expenses incurred by such affiliated entities, and shareholders in the Company being affiliated entities for the purposes of these Articles. The Company may grant any form of assistance to any other company under its direct, indirect or joint control, whether sole control or shared, and the Company may take any measure of control and supervision of such companies. The Company may also provide support services to entities within the same group of companies to which the Company belongs – including but not limited to – services in connection with cash management and relations with banks.

2.5 The Company may carry out any commercial, financial or industrial operations and any leasing or other transactions with respect to real estate or movable property, leasing or other.

Art. 3. Duration.

3.1 The Company is formed for an unlimited period of time.

3.2 The Company may be dissolved at any time and with or without cause by a resolution of the general meeting of shareholders at which a quorum of more than half of the Company's share capital is present or represented, adopted by at least a two thirds vote of the holders of the outstanding Shares.

Art. 4. Registered Office.

4.1 The registered office of the Company is established in Luxembourg City in the Grand Duchy of Luxembourg. It may be transferred to any other location in the Grand Duchy of Luxembourg by a resolution of the board of directors of the Company (the "**Board**") which may amend the Articles accordingly.

4.2 The Company may establish offices, subsidiaries and branches, both in Luxembourg and abroad, by decision of the Board.

4.3 If the Board determines that extraordinary political, social, economic or military developments or events have occurred or are imminent and that these developments or events may interfere with the normal activities of the Company at its registered office, or with the ease of communication with such office or between such office and persons abroad, the Board may temporarily transfer the registered office to a location abroad until the complete cessation of the extraordinary developments or events. Such temporary measures shall have no effect on the nationality of the Company which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg company.

II. CAPITAL, SHARES.

Art. 5. Share capital.

5.1 The issued share capital is set at fifteen million one hundred ninety-nine thousand one hundred eighty-three United States dollars and eight cents (USD 15,199,183.08) represented by eighty-four million four hundred thirty-nine thousand nine hundred six (84,439,906) registered ordinary shares with a nominal value of United States dollar eighteen cents (USD 0.18), fully paid and having the rights given to such shares in these Articles (the "**Shares**").

5.2 The Board shall have the right to raise the share capital of the Company up to an amount of two million three hundred forty-nine thousand five hundred ninety-seven United States dollars and seventy-eight cents (USD 2,349,597.78), by issuing a maximum of thirteen million fifty-three thousand three hundred twenty-one (13,053,321) Shares (such aforementioned Shares and authorised share capital, excluding the issued Shares and share capital of the Company, the "**Authorised Share Capital**").

5.3 The Authorised Share Capital may only be used for the following purposes:

5.3.1 issuances of Shares in the context and in accordance with the terms of the Warrants in effect as of 12 December 2024, whereby the Board shall be authorised to utilise the Authorised Share Capital to increase the share capital of the Company, once or more, by a maximum amount of one million eight hundred twenty-three thousand nine hundred and one United States dollars and eighty-four cents (USD 1,823,901.84), by issuing a maximum of ten million one hundred thirty-two thousand seven hundred eighty-eight (10,132,788) Shares (the "**Warrant Shares Issuances**");

5.3.2 issuances of Shares in the context of the a long term incentive plan, to be adopted by and in the discretion of the Board in the context and within the limits of the Authorised Share Capital (the

“**LTI**”), which may include allocation of stock options, warrants, restricted stock units (RSUs), or other forms of equity compensation to executives of the Company or its direct or indirect subsidiaries, whereby the Board shall be authorised to utilise the Authorised Share Capital to increase the share capital of the Company, once or more, by a maximum amount of three hundred three thousand nine hundred eighty-three United States dollars and sixty-four cents (USD 303,983.64), by issuing a maximum of one million six hundred eighty-eight thousand seven hundred ninety-eight (1,688,798) Shares (the “**LTI Issuances**”);

5.3.3 issuances of Shares in the context of an offering of its Shares or Depository Receipts (as this term is defined below) by the Company and listing of such Shares or Depository Receipts by the Company on the Main Market of the OSE, whereby the Board shall be authorised to utilise the Authorised Share Capital to increase the share capital of the Company, once or more, by a maximum amount of sixty-eight thousand one hundred eighty-five United States dollars and twenty-six cents (USD 68,185.26), by issuing a maximum of three hundred seventy-eight thousand eight hundred seven (378,807) Shares (the “**Uplisting Issuances**”);

5.3.4 issuances of Shares, with or without consideration, for the purpose of settling in part the cash entitlements of eligible Board members under the management incentive plan previously approved by the shareholders (the “**BoD MIP**”), by way of delivery of Shares in lieu of cash payment to such eligible Board members and to issue Shares to the Board members, management of the Company and other eligible persons in connection with the management incentive plan (the “**MIP**”), once or more, by a maximum amount of one hundred fifty-three thousand five hundred twenty-seven United States dollars and four cents (USD 153,527.04), by issuing a maximum of eight hundred fifty-two thousand nine hundred twenty-eight (852,928) Shares (the “**MIP Shares Issuances**”, and together with the Warrant Share Issuances, the LTI Issuances and the Uplisting Issuances, the “**Authorised Share Capital Issuances**”).

5.4 For a period of five (5) years starting from (i) as regards articles 5.3.1 and 5.3.2 above, the date of the deed of amendment dated 19 June 2025 amending the Authorised Share Capital and (ii) as regards articles 5.3.3 and 5.3.4 above, the date of the deed of amendment dated 14 April 2026 amending the Authorised Share Capital, and within the limits of the Authorised Share Capital set out under Article 5.3 and further subject to Article 5.7, the Board is authorised (i) to increase the current share capital of the Company one or more times by the issuance of any of the above-mentioned new Shares, with or without share premium, against payment in cash or in kind, by conversion of claims on the Company or share premium or in any other manner (including for free); and (ii) to limit or cancel the preferential subscription rights of existing shareholders otherwise applicable to such issuance, it being understood that the authorization to issue Shares without consideration as set out in article 5.3.4 shall automatically entail, for the benefit of the beneficiaries of the free shares, a waiver by the existing shareholders of their preferential subscription rights as per the Law.

5.5 After each increase of the Company’s share capital according to the above, these Articles shall be amended to reflect such an increase. The Board is expressly authorised to delegate to any natural or legal person the authority to receive payment for Shares, to proceed to increases of share capital under the Authorised Share Capital as well as to proceed to the corresponding amendments of Articles 5.1, 5.2 and 5.3 hereof to reflect such increase, and to take all actions necessary or desirable for the execution, filing and/or

publication of such amendments in accordance with the Law.

5.6 The subscribed share capital and the Authorised Share Capital of the Company may be increased or reduced by a resolution of the general meeting of shareholders of the Company, adopted in compliance with the requirements for an amendment of the Articles as set forth in Article 20.14.

5.7 The Warrants shall be exercisable in exchange for Shares in the context of a Specified Qualifying Liquidity Event, subject to and in accordance with the terms of the Restated Warrant Agreement, whereby, for the avoidance of doubt, the Shares issued on exercise of the Warrants shall be registered in the Register of the Company and records of the Company immediately prior to the consummation of a Liquidity Event, provided such Liquidity Event is considered a Specified Qualifying Liquidity Event and any issuance of Shares from the Authorised Share Capital in relation thereto is conditioned upon the subsequent consummation of such Specified Qualifying Liquidity Event.

5.8 Without prejudice to and notwithstanding article 5.3.2, the Board is authorised, subject to establishing performance criteria, to allocate cash payments to employees and corporate officers (including directors) and directors of the Company as incentive compensation.

5.9 The Shareholders shall have preemptive subscription rights upon the issuance of Shares in accordance with the laws of the Grand Duchy of Luxembourg. However, the Board is authorized to limit or cancel preemptive subscription rights in connection with the Authorised Share Capital Issuances.

Art. 6. Shares

6.1 A register of the shareholders of the Company (the “**Register**”) shall be maintained at the registered office of the Company. The Company shall consider the person in whose name the Shares are recorded in the Register to be the owner of the Shares.

6.2 Where Shares are recorded in the Register on behalf of one or more persons (the **Holders** or each a **Holder**) in the name of a securities settlement system or the operator of such system, or in the name of a professional depository of securities, or any other depository (such system, professional or other depository, being referred to as **Depository**) or of a sub-depository designated by one or more Depositories, the Company, subject to it having received from the Depository with which those Shares are kept in account, satisfactory evidence of the underlying ownership of Shares by those Holders and their authority to vote the Shares, will permit those persons to exercise all rights attaching to those Shares, by allowing the Holders to exercise such rights on behalf of the Depository, including admission to and voting at general meetings. A Depository may accept a transfer to it of Shares and be registered in the Register as the legal owner thereof, and in exchange for such transfer issue to the transferring shareholder(s) a number of depository receipts equal to the number of Shares transferred to it (**Depository Receipts**), the issuance of such Depository Receipts being subject to the laws of the jurisdiction in which such Depository is established. The Depository shall, in such circumstances, either allow the Holders to exercise their voting right on behalf of the Depository or vote the Shares registered in its name in accordance with the instructions received by it from the holders of Depository Receipts, such persons being included within the meaning of the defined term **Holders** for the purposes of these Articles. A notice may be given by the Company to Holders by giving such notice to the Depository whose name is listed in the Register in respect of the Shares, and any such notice shall be regarded as proper notice to all Holders. Notwithstanding the foregoing, the Company shall make payments, by way of dividends or otherwise, in cash, shares or other

assets as permitted pursuant to these Articles, only to the Depository or sub-depository recorded in the Register or in accordance with its instructions, and such payment by the Company shall release the Company from any and all obligations in respect of such payment.

6.3 The Shares of the Company may be divided into fractions, where each fraction is equal to a portion of a Share (a “**Fractional Share**”). Any holder of a Fractional Share who holds an amount of Fractional Shares equal to one (1) full Share can request the conversion of such Fractional Shares into one (1) full Share.

6.4 Subject to the provisions of Article 6.1 above, the Shares or Fractional Shares are indivisible vis-à-vis the Company, which shall authorise only one legal owner per Share or Fractional Share. Owners per indivisum must be represented vis-à-vis the Company by one single person in order to be able to exercise their voting rights, if applicable.

6.5 Each Share entitles its shareholder or, indirectly its Holder, as the case may be, to one vote at the general meeting of shareholders. For the avoidance of doubt, Fractional Shares carry no voting rights at the general meetings of shareholders of the Company, unless a number of Fractional Shares equals one (1) full Share. Each Share shall, subject to the other provisions of these Articles, carry equal economic rights. The Shares will be uncertificated and are and shall remain in registered form, each representing the same fraction of the Company’s share capital.

6.6 In addition to the share capital, there may be set up a premium account into which any premium paid on any Share in addition to its par value is transferred. Any share premium paid in respect of any Shares upon their issuance shall be allocated to such general share premium account of the Company. The amount of the said general share premium account will constitute freely distributable reserves of the Company. The amount of the premium account may, for example, be used to provide for the payment of any Shares which the Company may repurchase from its shareholders, to offset any net authorised losses or to make distributions to the shareholders, such list being a non- exhaustive list of the purposes for which the amount of the premium account may be used; provided, that any such use of the premium account shall be provided or allocated on a pro rata basis among the shareholders in a manner consistent with the required payment of dividends pursuant to Section VI.

6.7 The Company may maintain a general special equity reserve account (account 115 « *apport en capitaux propres non rémunéré par des titres* » of the Luxembourg Chart of Accounts provided for by the Grand Ducal regulation of 12 September 2019). The amount of said general special equity reserve account will constitute freely distributable reserves of the Company. Any amounts allocated to the special equity reserve account shall be allocated to the general special equity reserve account.

6.8 Within the limits and conditions set forth in the Law, the Company may repurchase the Shares or cause them to be repurchased by its subsidiaries.

6.9 The Board is authorised to demand from shareholders or Holders, and each of the shareholders or Holders shall undertake commercially reasonable efforts to cooperate and provide, any and all documents and information which the Company may require to enable the Company to comply with the following legal requirements, in each case to the extent applicable to the Company: (i) applicable know your client laws or regulations, (ii) anti-money laundering procedures and regulations, (iii) beneficial ownership declaration and filing obligations in accordance with the Luxembourg law of 13 January 2019 creating the register of beneficial owners, as amended from time to time, (iv) any other obligations provided by applicable law relating to

identification and verification of the beneficial owners of the Company or as may be required by the Company to identify the nature and source of funding made available to the Company. The Board is further authorised to use and store such information for its internal processes and procedures and may use, process and disclose any such information to (i) any applicable governmental or regulatory authority as required by applicable law, and (ii) any professional service provider or financial service provider requiring such information from the Company for the same purposes as stated in this article Art. 6; provided that such professional service provider or financial service provider shall exercise commercially reasonable efforts in accordance with industry practice to maintain the confidentiality of such information.

6.10 Where a shareholder or Holder fails to communicate the information requested by the Board in accordance with this article 6.9, within two (2) months from the date of such request, or communicates information which the Board has reasonable grounds to believe to be erroneous or incomplete (each such circumstance being referred to as a **KYC Breach**) the Board may suspend the voting rights of such person until it has fully complied with its obligations. In circumstances where a Holder commits a KYC Breach, and the Shares with respect to which the Holder has indirect voting rights are registered in the Register in the name of a Depository, the Board shall continue to recognise the voting rights with respect to all other Shares registered in such Depository's name which are not held on behalf of the breaching Holder.

Art. 7. Transfer of Shares

7.1 The Company's Shares and Depository Receipts issued by a Depository to a Holder in exchange for Company's Shares are freely transferrable.

7.2 A Transfer of Shares shall be carried out by the entry of a declaration of transfer in the Register, duly signed and dated by either:

- (i) both the transferor and the transferee or their authorised representatives; or
- (ii) any authorised representative of the Company,
- (iii) following a notification to, or acceptance by, the Company, in accordance with article 1690 of the Luxembourg Civil Code.

7.3 Any document recording the agreement between the transferor and the transferee, which is validly signed by both parties, may be accepted by the Company as evidence of a Transfer of Shares.

7.4 Confirmations that an entry has been made in the Register shall be provided to the shareholder(s) directly recorded as such in the Register upon request of such shareholder(s).

7.5 The Transfer of Depository Receipts shall be by book entry in the relevant Depository in accordance with the rules of that Depository.

7.6 All Transfers must be made in accordance with the terms and conditions set forth in these Articles.

III. MANAGEMENT

Art. 8. Board.

8.1 The Board shall be composed of a maximum of seven (7) members out of which at least two (2) members shall be professionally residing in the Grand Duchy of Luxembourg (**Luxembourg Directors**) and at least five (5) members, including the two (2) Luxembourg Directors, shall be independent directors (the

Independent Directors and each an **Independent Director**). The size of the Board may be increased only in compliance with the requirements for an amendment of the Articles as set forth in Article 20.14.

8.2 An **Independent Director** shall be a director who, during his/her mandate as member of the Board, does not have (i) any material or significant business relationship with the Company, (ii) any family relationship with any member of the Executive Management, or (iii) any other relationship with the Company or any shareholder holding five percent (5%) or more of the share capital of the Company or members of the Executive Management which could reasonably be expected to impair the independence of such director's judgment.

8.3 The shareholders shall appoint the Luxembourg Directors from a list of candidates proposed by a corporate services firm designated by a majority of the holders of the Shares, it being understood that two Luxembourg Directors shall be considered as Independent Directors.

8.4 The shareholders shall appoint the remaining Directors (other than the two Luxembourg Directors who are appointed in accordance with article 8.3 of the Articles) from a list of candidates proposed by the Board, and which indicates which candidates are proposed as Independent Directors.

8.5 The directors are appointed for a renewable period not exceeding two (2) years by the general meeting of shareholders. A director may be removed prior to the expiration of such director's term with or without cause by the general meeting of shareholders deciding in compliance with article 20.13.

8.6 The Board shall elect from among its members a chairman by a vote of the majority of its members.

8.7 No person shall be appointed as a director of the Company unless he or she has consented in writing (including e-mail) to act as a director.

8.8 A director does not need to be a shareholder and must be an individual. A legal entity may not be appointed as director.

8.9 If the office of a director becomes vacant for any reason, the other directors, acting by a simple majority, may fill the vacancy on a provisional basis until a new director is appointed at the next general meeting of shareholders in accordance with this article 8; provided that such provisional appointment due to a vacancy of director is made, in satisfaction of the requirements under article 8.1 of the Articles.

8.10 The remuneration of the directors shall be fixed by the general meeting of the shareholders.

Art. 9. Meetings of the Board.

9.1 The chairman of the Board shall be the chairman of the Board meetings. If the chairman of the Board is not present at the meeting, his or her functions shall be performed temporarily by another director appointed by him or her or if no director has been appointed by the chairman his or her functions shall be performed temporarily by another director appointed by the directors present at the meeting.

9.2 The frequency of the meetings shall be determined so as to ensure effectiveness of the Board's activities.

9.3 Notwithstanding the foregoing, a decision of the Board may also be taken by written resolution of the directors. Such resolution must be signed by each and every director and taken unanimously. The date of such decision shall be the date of the last signature.

9.4 The Board may be convened upon a call by the chairman or by two-thirds of its members.

9.5 Written notice of any meeting of the Board shall be given to all directors at least five (5) days in advance of the date set for such meeting, except in the case of an emergency, in which case the nature and

circumstances of such shall be set out in the notice. No such written notice is required if all the members of the Board are present or represented during the meeting. Separate written notice shall not be required for meetings that are held at times and places prescribed in a schedule previously adopted by decision of the Board.

9.6 Any member of the Board may act at any meeting of the Board by appointing, in writing whether in original or e-mail, another director as his or her proxy.

9.7 Any director may participate in a meeting of the Board by conference call, video conference or similar means of communications equipment whereby all persons participating in the meeting can hear and speak to each other and properly deliberate, and participating in a meeting by such means shall constitute presence in person at such meeting.

Art. 10. Decisions of the Board.

10.1 The Board may validly deliberate if a quorum of directors is present or represented at such board meeting. A quorum shall be deemed to be reached if the majority of the Company's directors (at least three of whom are Independent Directors) is present or represented. Subject to Articles 10.2 and 10.3 below, decisions taken by the Board shall require the vote of the majority of the directors present or represented.

10.2 In the event that at any meeting the number of votes for and against a decision is tied, the chairman of the Board shall have a casting vote.

10.3 The Board may resolve that a Liquidity Event is a Qualifying Liquidity Event following which such Qualifying Liquidity Event shall be submitted to the general meeting of shareholders before such Qualifying Liquidity Event may be implemented, with the relevant quorum and majority for any such decision being that applicable to an amendment of these Articles pursuant to Section 20.13 hereof.

10.4 In case of a conflict of interest as defined in Art. 16 hereof, the conflicted director(s) shall be excluded for the purposes of calculating the quorum requirement.

Art. 11. Powers of the Board.

The Board, shall have the most extensive and broadest powers to administer, manage and act on behalf of the Company and all powers not specifically reserved to the general meeting by the Law or by these Articles (it being understood that the Reserved Matters are so reserved to the general meeting by Art. 21 hereof), provided that the Board is authorized to delegate the day-to-day management, and the power to represent the Company in this respect, to one or more directors, officers, managers or other agents.

Art. 12. Binding signatures.

12.1 The Company will be bound towards third parties by the joint signatures of no less than two directors.

12.2 The Company shall also be bound towards third parties by the joint or single signature of any person(s) to whom special signatory powers have been delegated by the Board, within the limits of such power.

Art. 13. Day-to-day management.

13.1 The Board may delegate special or limited powers to one or more persons for specific matters.

13.2 The Board is authorized to delegate the day-to-day management, and the power to represent the Company in this respect, to one or more directors, officers, managers or other agents, whether shareholders or

not, acting either individually or jointly. If the day-to-day management is delegated to one or more directors, the Board must report to the annual General Meeting any salary, fee and/or any other advantage granted to those director(s) during the relevant financial year.

Art. 14. Committees

14.1 The Board, acting by a majority, may create one or more committees required by law or otherwise, and select its members either from among the directors or outside thereof, or both, and determine their composition, purpose and functioning.

14.2 All committees created by the Board may act by a majority of the committee members present at a meeting of such committee where a majority of such committee's members are present.

14.3 The Board must establish a Nomination and Remuneration Committee (the "**Nomination and Remuneration Committee**") and an Audit and Risks Committee (the "**Audit and Risks Committee**").

14.4 In addition to any responsibilities conferred on it by applicable law, if any, the primary function of the Nomination and Remuneration Committee is to assist the Board in verifying compliance with the criteria and procedures for candidate directors in accordance with these Articles, and to opine on, recommend and oversee implementation of remuneration policies for the Company's executives and directors.

14.5 In addition to any responsibilities conferred on it by applicable law, if any, the primary function of the Audit and Risks Committee is to assist the Board in overseeing the integrity of the Company's financial statements, the selection and appointment process of the Company's auditors and the performance of the Company's internal audit function and independent auditors (insofar as such are appointed). The Audit and Risks Committee is also responsible for overseeing the Company's risk management policies and procedures.

14.6 The members of the Nomination and Remuneration Committee and the Audit and Risks Committee shall be appointed by the Board and shall consist of at least three members, the majority of whom shall be Independent (Independence to be construed mutatis mutandis according to the meaning of 'Independent Director'). The Board shall designate the chairperson of the Nomination and Remuneration Committee, whereas the chairperson of the Audit and Risks Committee shall be appointed by its members. The chairperson shall be Independent.

14.7 Each committee shall meet as often as it determines necessary to carry out its duties, but not less frequently than quarterly. Meetings of each committee may be called by the chairperson of the committee or by a majority of the committee members.

14.8 Each committee shall have the authority to retain and terminate any advisors, including legal counsel and other experts, as it deems necessary to fulfill its duties and responsibilities, and shall have sole authority to approve the fees and other retention terms of such advisors.

14.9 Additional provisions on the composition and the powers of such committees, the terms of the appointment, removal, remuneration and duration of the mandate of its/their members, as well as its/their rules of procedure are determined by the Board in compliance with applicable law.

Art. 15. Liability – Indemnification.

15.1 The directors assume, by reason of their position, no personal liability in relation to any commitment validly made by them in the name of the Company; provided those commitments comply with the Articles and

the Law.

15.2 The Company shall, to the extent permitted by law, indemnify any director or officer and his/her heirs, executors and administrators, against any damages or compensations to be paid by him/her or expenses or costs reasonably incurred by him/her, as a consequence or in connection with any action, suit or proceeding to which he/she may be made a party by reason of his/her being or having been a director or officer of the Company, or, at the request of the Company, of any other Entity of which the Company is a shareholder or creditor and by which he/she is not entitled to be indemnified, except in relation to matters as to which he/she shall be finally adjudged by a court of competent jurisdiction in such action, suit or proceeding to be liable for gross negligence, fraud or wilful misconduct. The foregoing right of indemnification shall not exclude other rights to which such director or officer may be entitled, including pursuant to any separate indemnification agreement entered into between the Company and such director or officer.

15.3 The Company may, to the extent permitted by law, indemnify any employee or agent of the Company and his/her heirs, executors and administrators, against any damages or compensations to be paid by him/her or expenses or costs reasonably incurred by him/her, as a consequence or in connection with any action, suit or proceeding to which he/she may be made a party by reason of his/her being or having been an agent or employee of the Company, or, at the request of the Company, of any other Company of which the Company is a shareholder or creditor.

Art. 16. Conflict of Interest.

16.1 Save as otherwise provided by the Law, any director who has, directly or indirectly, a financial interest potentially conflicting with the interest of the Company in connection with a transaction falling within the competence of the Board, must inform the Board of such potential conflict of interest and must have his declaration recorded in the minutes of the board meeting. The relevant director may not take part in the discussions relating to such transaction or vote on such transaction. Any such conflict of interest must be reported to the next general meeting of shareholders prior to such meeting taking any resolution on any other item.

16.2 Where, by reason of a conflicting interest, the number of directors required in order to validly deliberate is not met, the board of directors may decide to submit the decision on this specific item to the general meeting of shareholders.

16.3 The conflict of interest rules shall not apply where the decision of the board of directors relates to day-to-day transactions entered into under normal conditions.

16.4 The daily manager(s) of the Company, if any, are mutatis mutandis subject to articles 16.1 to 16.3 of these Articles, provided that if only one (1) daily manager has been appointed and is in a situation of conflicting interests, the relevant decision shall be adopted by the board of directors.

IV. SHAREHOLDER(S).

Art. 17. Powers of the General Meeting of the Shareholders.

Any regularly constituted meeting of the shareholders of the Company shall represent the entire body of shareholders of the Company.

Art. 18. Annual general meeting of the Shareholders.

18.1 The annual general meeting of the shareholders of the Company shall be held, in accordance with Luxembourg law, in Luxembourg at the address of the registered office of the Company or at such other place in the municipality of the registered office as may be specified in the convening notice of the meeting.

18.2 The annual general meeting of the shareholders of the Company may be held abroad if, in the absolute and final judgment of the Board, exceptional circumstances so require.

Art. 19. Other meetings of the Shareholders.

Other meetings of the shareholders of the Company may be held at such place and time as may be specified in the respective convening notices of the meeting.

Art. 20. Procedure, Vote.

20.1 The Company shall give written notice of any general meeting to all shareholders by means of a registered letter or any other means of communication individually accepted by their addressees at least eight (8) days prior to, and no more than sixty (60) days prior to, the date of the meeting, except if waived by the unanimity of the shareholders. For the avoidance of doubt, notifications given through the Kroll Inc. operated notification system shall be considered as such other means of communication, provided the respective shareholder has accepted to be notified by Kroll Inc. through such system. In case the Shares or Depository Receipts are listed on a foreign regulated market or MTF, the notices shall follow the market practices in such country regarding publicity of the convening of a general meeting of shareholders.

20.2 Any holders of bonds issued by the Company may not attend any general meeting of shareholders; provided, that this Article 20.2 shall not apply to any holders of bonds issued by the Company who also hold Shares.

20.3 If all the shareholders of the Company and Holders (acting through the Depository), as the case may be, are present or represented at a meeting of the shareholders of the Company, and consider themselves as being duly convened and informed of the agenda of the meeting, the meeting may be held without prior notice.

20.4 If and for so long as Shares or Depository Receipts are listed on a foreign regulated market or MTF, all shareholders recorded in the Register are entitled to be admitted to the meeting of the shareholders of the Company; provided however, that the Board may determine a date and time preceding the meeting of the shareholders of the Company as the record date for admission such that only shareholders registered in the Register on such date shall be admitted to the meeting (the **Record Date**) and only Holders registered as holders of Depository Receipts at the level of a Depository, to the extent applicable, shall be permitted to vote via the Depository; such Record Date may not be less than five (5) days before the date of such meeting. The Board may determine all other conditions that must be fulfilled in order to take part in the meeting of the shareholders of the Company.

20.5 Such convening notice shall include the date, time, place and agenda of the meeting.

20.6 Irrespective of the agenda, the Board may adjourn any ordinary general meeting or extraordinary general meeting in accordance with the formalities and time limits stipulated for by Law.

20.7 General meetings are presided over by the chairman of the Board or by a person designated by said

chairman, or in the absence thereof, by a chairman elected by the general meeting who shall be a member of the Board. The chairman of the meeting will appoint a scrutineer to keep the attendance list. The bureau of the general meeting so constituted shall designate the secretary.

20.8 A shareholder may act at any meeting of the shareholders of the Company by appointing another person as its proxy in writing, whether in original or email.

20.9 The instrument appointing a proxy shall be produced at the place appointed for the meeting before the time for holding the meeting at which the person named in such instrument proposes to vote. The convening notice shall contain other details with regard to the requirements of the instrument appointing a proxy.

20.10 At the discretion of the Board and if provided for in the relevant convening notice, a shareholder may participate in a meeting of the shareholders of the Company by conference call, by videoconference, or similar means of communications equipment whereby all persons participating in the meeting can hear and speak to each other and properly deliberate, and participating in a meeting by such means shall constitute presence in person at such meeting, including for purposes of determining quorum.

20.11 Shareholders may vote by correspondence, by means of a form to be provided by the Company which shall at least include the following information: location, date, and time of the meeting; the name, address and any other pertinent information concerning the shareholder; the number of Shares held by such shareholder; the agenda for the meeting; the texts of the proposed resolutions; the option to cast a positive or negative vote or to abstain; the option to vote by proxy for any new resolution or any modification of the resolutions that may be proposed during the meeting or announced by the Company after the shareholder's submission of the form provided by the Company. The forms for voting by correspondence should be received at the Company no later than the day preceding the fifth (5th) day before the date of the general meeting of shareholders unless the Company fixes a shorter or longer period. Duly completed forms received by the Company in accordance with the aforementioned conditions shall be counted when determining a quorum at such general meeting of shareholders. The Board shall adopt all other regulations and rules concerning the participation in the meeting and forms to be used to vote by correspondence.

20.12 The Company shall recognize any voting arrangements or undertakings agreed in these Articles or any shareholders agreement, to the extent that such voting arrangements are not in conflict with the provisions of article 450-2 of the Law.

20.13 Resolutions to be adopted at ordinary general meetings of shareholders (except as otherwise provided herein) shall be passed by a simple majority vote, regardless of the proportion of share capital represented.

20.14 These Articles may only be amended (except as otherwise provided for herein) and a Qualifying Liquidity Event and/or a Reserved Matter may only be approved by votes validly cast at a general meeting, which represent at least two thirds of the Company's issued share capital. The agenda for such a meeting shall indicate the proposed amendments to the Articles, including the text of any proposed amendment to the Company's object or form, or a description of the Qualifying Liquidity Event or the Reserved Matter, as applicable. Each shareholder shall vote in favour of any and all amendments to the Articles as may be required, in order to renew from time to time, before it expires, the authorization granted to the Board under Articles 5.3 and 5.4, to, in accordance with the terms of the applicable Warrants in effect as of 12 December 2024, issue Shares from time to time to the holders of the Warrants or in accordance with the MEP and (ii) to limit or cancel the preferential subscription rights of existing shareholders otherwise applicable to such issuance for such

purpose. If no quorum is reached in a meeting, a second meeting may be convened in accordance with the provisions of this Art. 20 which may deliberate regardless of the quorum and at which resolutions are adopted at a majority of at least two thirds of the votes validly cast. Abstentions and nil votes shall not be taken into account.

20.15 The commitments of the shareholders may only be increased with the unanimous consent of the shareholders.

20.16 Minutes of the general meetings shall be signed by the members of the bureau of the meeting. Copies or excerpts of the minutes to be produced in court or elsewhere shall be signed in conformity with Art. 12 hereof.

20.17 A shareholder may individually decide not to exercise, temporarily or permanently, all or part of his voting rights by means of formal waiver of its rights. The waiving shareholder is bound by such waiver and the waiver must be recognised by the Company upon notification. If voting rights are suspended or the exercise of the voting rights has been waived by one or several shareholders in accordance with this article, such shareholders may attend any General Meeting but the shares they hold shall not be taken into account for the determination of the conditions of quorum and majority to be complied with at the General Meeting.

Art. 21. Reserved Matters

21.1 The Company shall not take any action with respect to any matter referred to under article 21.2 (the **Reserved Matters**) without the prior approval of the shareholders of the Company, acting in accordance with article 20.14 of the Articles.

21.2 The following decisions are Reserved Matters:

(i) any acquisition or series of related acquisitions by the Company, or by any of its direct or indirect subsidiaries, of assets (including by way of merger, consolidation or otherwise) having an aggregate value greater than one hundred million United States Dollars (USD 100,000,000);

(ii) any sale, transfer, lease, exchange, encumbrance or other disposition of assets (any of the foregoing a “**disposition**”) held by the Company, or any of its direct or indirect subsidiaries, in one or more related transactions (including by way of merger, consolidation or otherwise), having an aggregate value greater than one hundred million United States Dollars (USD 100,000,000); and

(iii) consolidation or combination of the Company with or into another entity, whether by means of a merger, consolidation, share exchange, or any other similar transaction or series of transactions, whether or not the Company is the surviving entity,

provided that, for the avoidance of doubt, (i) any acquisition or disposition under clause (i) or (ii) above between the Company and any of its direct or indirect subsidiaries or between such subsidiaries, in each case, in the ordinary course of business and (ii) any investment in an operational asset of the Group owned by the Company or its subsidiaries on 12 December 2024 (or any expenses related to such assets), shall in no circumstance be a Reserved Matter.

V. EXTERNAL AUDITORS

Art. 22. External auditors.

22.1 The operations of the Company shall be supervised by one or several statutory auditors (*commissaire(s)*). The general meeting of shareholders shall appoint the statutory auditor(s) and shall determine

their term of office, which may not exceed six (6) years.

22.2 When so required by law, the Company's operations shall be supervised by one or more supervisory auditors (*réviseur(s) d'entreprise(s) agréé(s)*).

22.3 A statutory auditor may be removed at any time, without notice and with or without cause, by the general meeting of shareholders.

22.4 If the general meeting of shareholders of the Company appoints one or more supervisory auditors (*réviseur(s) d'entreprises agréé(s)*) in accordance with article 69 of the law of 19 December 2002 regarding the trade and companies' register and the accounting and annual accounts of undertakings, as amended, the institution of statutory auditors is no longer required.

VI. ACCOUNTING YEAR, ALLOCATION OF PROFITS

Art. 23. Financial Year.

The accounting year of the Company shall begin on the first of January and shall terminate on the thirty-first of December of each year.

Art. 24. Appropriation of profits.

24.1 After deduction of any and all of the expenses of the Company and the amortisation, the credit balance represents the net profit of the Company.

24.2 Of the net profit, five percent (5.00%) shall be appropriated for the legal reserve; this deduction ceases to be compulsory when the reserve amounts to ten percent (10.00%) of the capital of the Company. However, if the reserve subsequently falls below ten percent (10.00%) of the capital of the Company, five percent (5.00%) of the net profit must again be appropriated for the legal reserve.

24.3 The balance of the net profit is at the disposal of the general meeting of shareholders, which may decide on the payment of a dividend, to transfer the balance to a reserve account, or to carry it forward in accordance with the applicable legal provisions.

24.4 Interim dividends or other reserves (including share premiums but excluding the legal reserve) may be distributed at any time in compliance with the Law, under the following conditions:

- (i) the Board draws up interim accounts;
- (ii) the interim accounts show that sufficient profits and other reserves (including share premiums) are available for distribution; it being understood that the amount to be distributed may not exceed the profits made since the end of the prior financial year for which the annual accounts have been approved, if any, increased by any undistributed profits carried forward and distributable reserves, and reduced by any losses carried forward and sums to be allocated to any legal or a statutory reserve;
- (iii) the decision to distribute interim dividends or other reserves (including share premiums except for the legal reserve), shall be made by the Board within two (2) months from the date of the interim accounts; and
- (iv) in their report to the Board, the statutory auditors (*commissaires*) or the supervisory auditors (*réviseurs d'entreprises agréés*), as applicable must verify whether the above conditions (i) to (iii) have been satisfied.

VII. DISSOLUTION, LIQUIDATION AND NOTICES

Art. 25. Dissolution, Liquidation.

25.1 The Company may be dissolved by a decision of the general meeting of shareholders in accordance with Article 3.2 hereof. The liquidation will be carried out by one or more liquidators, natural or legal persons, appointed by the general meeting of shareholders, which will specify their powers and fix their remuneration.

25.2 Subject to the other provisions of these Articles, the surplus resulting from the realization of the assets and the payment of the liabilities shall be distributed among the shareholders in proportion to the number of Shares of the Company held by them.

Art. 26. Notices.

26.1 Any notice, information or written statement to be given by the Company to the shareholders may be provided in any way by which it can reasonably be expected to reach each shareholder, including by electronic means, or by mail addressed to each shareholder at the address shown in the Register.

26.2 Any summons, notice, order document, process, information or written statement to be served on the Company may be served by leaving it, or by sending it by registered mail addressed to the Company at its registered office, or by leaving it with, or by sending it by registered mail to, the registered agent of the Company.

26.3 Service of any summons notice, order, document, process, information or written statement to be served on the Company may be proved by showing that the summons, notice, order, document, process, information or written statement was delivered to the registered office or the registered agent of the Company or that it was mailed in such time as to admit to its being delivered to the registered agent of the Company in the normal course of delivery within the period prescribed for service and was correctly addressed and the postage was prepaid.

VIII. APPLICABLE LAW.

Art. 27. Applicable Law.

All matters not governed by the Articles are to be construed in accordance with the Law and all other applicable laws.

IX. MISCELLANEOUS.

Art. 28. Definitions.

When used in these Articles, and unless otherwise defined herein, the following terms shall have the following meaning:

“**Affiliate**” means, with respect to any Entity, any other Entity that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Entity provided that the portfolio companies of an investment fund shall not be considered as "Affiliates" of such investment fund's management company or general partner;

“**Business Day**” means any day, other than a Saturday, a Sunday or other day on which commercial banks are, where relevant, authorized to close under the applicable Law of, or are in fact closed, in Luxembourg, Norway,

New York, British Virgin Islands, Cayman Islands, São Paulo, London, or Rio de Janeiro.

“Control” (including, with correlative meanings, the term “controlling,” “controlled by” and “under common control with”), as used with respect to any Entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Entity, whether through the ownership of voting securities, by agreement or otherwise. For the avoidance of doubt, a general partner/management company (*société de gestion*) is deemed to Control a limited partnership/*fonds professionnel de capital investissement* or *fonds commun de placement à risques* it manages or advises.

“Entity” means any legal entity, as well as any *société en participation*, *fonds commun de placement à risques* or *fonds professionnel de capital investissement*, limited partnership and any similar or equivalent organizations, having or not the legal personality.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Executive Management” means the group of individuals at the highest level of organizational management of the Company or its Affiliates who by virtue of their position as Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), Chief Information Officer (CIO), or other C-Level executive, have the responsibility of managing the Company or a notable part of its affairs.

“Issue Date” means 10 June 2022.

“Liquidity Event” means, with respect to the Company, any of the following, directly or indirectly, in one transaction or a series of related transactions:

- (i) any merger or consolidation (whether or not the Company is the surviving entity), other than a merger or consolidation of the Company with one or more of its 100% owned direct or indirect subsidiaries;
- (ii) any stock purchase, business combination, tender or exchange offer, or any other transaction, pursuant to which any “person” or “group” (as defined under Section 13(d) of the Exchange Act) would acquire or otherwise hold beneficial ownership of more than 50% of the Shares (other than a result of a merger or consolidation of the Company with one more of its 100% owned direct or indirect subsidiaries); or
- (iii) any sale, transfer, lease, exchange, encumbrance or other disposition of assets representing all or substantially all of the assets of the Company (including its subsidiaries, taken as a whole),

it being specified that a Liquidity Event shall not be triggered by ordinary course market purchases or sales by any shareholders, provided, that, a transaction or series of transactions that would trigger any of the foregoing events shall be deemed not to be ordinary course transactions.

“Main Market of the OSE” means Euronext Oslo Børs (mainlist) or Euronext Expand which is a regulated market within the meaning of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments.

“OSE” means Euronext Oslo Børs, a market operator in Norway.

“Qualifying Liquidity Event” means a Liquidity Event that has been approved by the Board.

“Reserved Matter” has the meaning as set forth in article 21.

“Restated Warrant Agreement” shall mean, collectively, the warrant agreements, dated as of the Issue Date, relating to the Warrants (without giving effect to any amendment thereto).

“Securities” means, with respect to the Company, the Shares and/or the Warrants.

“Specified Qualifying Liquidity Event” has the meaning given in the Restated Warrant Agreement.

"SEC" means at any time, the Securities and Exchange Commission or any other federal agency at such time administering the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Transfer" means, whether voluntarily or involuntarily or by operation of law, directly or indirectly, a transfer sale, assignment, donation or gift.

"Warrants" shall mean warrants exercisable into Shares, as initially issued on the Issue Date and as amended and restated pursuant to the Restated Warrant Agreement.

SUIT LA TRADUCTION FRANÇAISE DU TEXTE QUI PRÉCÈDE :

I. FORME, NOM, OBJET, DURÉE, SIÈGE SOCIAL

Art. 1. Forme et nom.

La dénomination de la société est **Constellation Oil Services Holding S.A.** (la « **Société** »). La Société est une société anonyme, régie par les lois du Grand-Duché de Luxembourg relatives à une telle entité, et notamment par la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée (ci-après la « **Loi** ») et les présents statuts (ci-après les « **Statuts** »).

Art. 2. Objet.

2.1 La Société a pour objet l'acquisition et la détention de participations, au Luxembourg ou à l'étranger, dans toutes sociétés ou entreprises, sous quelque forme que ce soit, ainsi que la gestion et l'exploitation de ces participations. La Société pourra notamment acquérir par voie de souscription, d'achat et d'échange ou de toute autre manière, toutes actions, parts et autres titres de capital, obligations, débentures, certificats de dépôt et autres titres de créance et plus généralement tous titres et instruments financiers émis par quelque entité publique ou privée que ce soit, y compris les sociétés de personnes. Elle peut participer à la création, au développement, à la gestion et au contrôle de toute société ou entreprise. Elle peut également investir dans l'acquisition et la gestion d'un portefeuille de brevets ou d'autres droits de propriété intellectuelle de quelque nature ou origine que ce soit.

2.2 La Société peut emprunter sous quelque forme que ce soit. Elle peut émettre des notes, des obligations et des débentures et tout type de titres de créance qui peut être convertible et/ou des titres de participation. La Société peut prêter des fonds, y compris ceux résultant des emprunts et/ou des émissions de titres de créance, à ses filiales, à des sociétés affiliées ou à toute autre société. Elle peut également accorder une assistance financière, consentir des garanties et des sûretés en faveur de tiers pour garantir ses obligations ou celles de ses filiales, de sociétés affiliées ou de toute autre société sous son contrôle direct, indirect ou conjoint, qu'il soit unique ou partagé. La Société peut en outre nantir, céder, grever de charges ou autrement hypothéquer tout ou partie de ses actifs.

2.3 La Société peut, d'une manière générale, employer toutes les techniques et utiliser tous les instruments relatifs à ses investissements en vue de leur gestion efficace, y compris les techniques et instruments destinés à protéger la Société contre les créanciers, les fluctuations monétaires, les fluctuations des taux d'intérêt et autres risques.

2.4 La Société peut accorder toute forme d'assistance à toute entité affiliée, y compris le paiement des coûts ou dépenses encourus par ces entités affiliées, et les actionnaires de la Société sont des entités affiliées aux fins des présents Statuts. La Société peut accorder toute forme d'assistance à toute autre société sous son contrôle direct, indirect ou conjoint, qu'il s'agisse d'un contrôle unique ou partagé, et la Société peut prendre

toute mesure de contrôle et de supervision de ces sociétés. La Société peut également fournir des services de soutien aux entités du même groupe de sociétés auquel la Société appartient - y compris, mais sans s'y limiter, des services liés à la gestion de la trésorerie et aux relations avec les banques.

2.5 La Société peut effectuer toutes opérations commerciales, financières ou industrielles et toutes opérations de location ou autres portant sur des biens immobiliers ou mobiliers, de location ou autres.

Art. 3. Durée.

3.1 La société est constituée pour une durée illimitée.

3.2 La Société peut être dissoute à tout moment et avec ou sans motif par décision de l'assemblée générale des actionnaires à laquelle un quorum de plus de la moitié du capital social de la Société est présent ou représenté, adoptée par au moins deux tiers des voix des détenteurs des Actions en circulation.

Art. 4. Siège social.

4.1 Le siège social de la Société est établi à Luxembourg-ville au Grand-Duché de Luxembourg. Il peut être transféré à tout autre endroit au Grand-Duché de Luxembourg par une décision du conseil d'administration de la Société (le « **Conseil** ») qui peut modifier les Statuts.

4.2 La Société peut établir des bureaux, filiales et succursales, tant au Luxembourg qu'à l'étranger, par décision du Conseil.

4.3 Lorsque le Conseil estime que des développements ou des événements extraordinaires de nature politique, sociale, économique ou militaire se sont produits ou sont imminents et que ces développements ou événements sont de nature à compromettre les activités normales de la Société à son siège social, ou la communication aisée entre le siège social et l'étranger, le Conseil peut transférer provisoirement le siège social à l'étranger jusqu'à la cessation complète des développements ou événements extraordinaires. Ces mesures provisoires n'auront aucun effet sur la nationalité de la Société qui, nonobstant le transfert provisoire de son siège social, restera une société luxembourgeoise.

II. CAPITAL, ACTIONS.

Art. 5. Capital social.

5.1 Le capital social émis est fixé à quinze millions cent quatre-vingt-dix-neuf mille cent quatre-vingt-trois dollars américains et huit cents de dollar américain (USD 15.199.183,08) représenté par quatre-vingt-quatre millions quatre cent trente-neuf mille neuf cent six (84.439.906) actions ordinaires nominatives d'une valeur nominale de dix-huit cents de dollar américain (USD 0,18), entièrement libérées et jouissant des droits conférés à ces actions par les présents Statuts (les « **Actions** »).

5.2 Le Conseil aura le droit d'augmenter le capital social de la Société à hauteur d'un montant maximal de

deux millions trois cent quarante-neuf mille cinq cent quatre-vingt-dix-sept dollars américains et soixante-dix-huit cents de dollar américain (USD 2.349.597,78), par l'émission d'un maximum de treize millions cinquante-trois mille trois cent vingt-et-une (13.053.321) Actions (lesdites Actions et le capital social autorisé, à l'exclusion des Actions émises et du capital social de la Société, étant ci-après dénommés le « **Capital Social Autorisé** »).

5.3 Le Capital Social Autorisé ne peut être utilisé qu'aux fins suivantes :

- 5.3.1 émissions d'Actions dans le cadre et conformément aux conditions des Bons de Souscription (Warrants) en vigueur au 12 décembre 2024, par lesquels le Conseil sera autorisé à utiliser le Capital Social Autorisé pour augmenter le capital social de la Société, à une ou plusieurs reprises, pour un montant maximal d'un million huit cent vingt-trois mille neuf cent et un dollars américains et quatre-vingt-quatre cents de dollar américain (USD 1.823.901,84), par l'émission d'un maximum de dix millions cent trente-deux mille sept cent quatre-vingt-huit (10.132.788) Actions (les « **Émissions de Bons de Souscription d'Actions** »);
- 5.3.2 émissions d'Actions dans le cadre d'un plan d'intéressement à long terme, qui sera adopté par le Conseil et à sa discrétion dans le cadre et dans les limites du Capital Social Autorisé (le « LTI »), qui peut inclure l'attribution d'options sur actions, de bons de souscription (warrants), d'unités d'actions restreintes (restricted stock units (RSUs)), ou d'autres formes de rémunération en actions aux dirigeants de la Société ou de ses filiales directes ou indirectes, le Conseil étant autorisé à utiliser le Capital Social Autorisé pour augmenter le capital social de la Société, à une ou plusieurs reprises, d'un montant maximal de trois cent trois mille neuf cent quatre-vingt-trois dollars américains et soixante-quatre cents de dollar américain (USD 303.983,64), par l'émission d'un maximum d'un million six cent quatre-vingt-huit mille sept cent quatre-vingt-dix-huit (1.688.798) Actions (les « **Émissions LTI** »);
- 5.3.3 émissions d'Actions dans le cadre d'une offre de ses Actions ou Certificats de Dépôt (au sens défini ci-dessous) par la Société et cotation de ces Actions ou Certificats de Dépôt par la Société sur le Marché Principal de la Bourse d'Oslo (OSE), le Conseil étant autorisé à utiliser le Capital Social Autorisé pour augmenter le capital social de la Société, à une ou plusieurs reprises, d'un montant maximal de soixante-huit mille cent quatre-vingt-cinq dollars américains et vingt-six cents de dollar américain (USD 68.185,26), par l'émission d'un maximum de trois cent soixante-dix-huit mille huit cent sept (378.807) Actions (les « **Émissions liées à la Cotation** »);
- 5.3.4 émission d'Actions, à titre onéreux ou gratuit, afin de régler en partie les droits à des paiements en espèces des membres éligibles du Conseil au titre du plan d'intéressement de la direction précédemment approuvé par les actionnaires (le « **Conseil MIP** »), par la remise d'Actions en lieu et place d'un paiement en espèces à ces membres éligibles du Conseil, et d'émettre des Actions au profit des membres du Conseil, de la direction de la Société et d'autres personnes éligibles dans le cadre du plan d'intéressement de la direction (les « **MIP** »), à une ou plusieurs reprises,

pour un montant maximal de cent cinquante-trois mille cinq cent vingt-sept dollars américains et quatre cents de dollar américain (USD 153.527,04), en émettant un maximum de huit cent cinquante-deux mille neuf cent vingt-huit (852.928) Actions (les «**Émissions d'Actions MIP**»), et ensemble avec les Émissions de Bons de Souscription d'Actions, les Émissions LTI et les Émissions liées à la Cotation, les «**Émissions dans le cadre du Capital Social Autorisé**»).

5.4 Pendant une période de cinq (5) ans à compter de (i) en ce qui concerne les articles 5.3.1 et 5.3.2 ci-dessus, la date de l'acte modificatif du 19 juin 2025 modifiant le Capital Social Autorisé et (ii) en ce qui concerne les articles 5.3.3 et 5.3.4 ci-dessus, la date de l'acte modificatif du 14 avril 2026 modifiant le Capital Social Autorisé, et dans les limites du Capital Social Autorisé fixé à l'article 5.3 et sous réserve de l'article 5.7, le Conseil est autorisé (i) à augmenter le capital social actuel de la Société à une ou plusieurs reprises par l'émission de l'une des Actions nouvelles susmentionnées, avec ou sans prime d'émission, contre paiement en numéraire ou en nature, par conversion de créances à l'égard de la Société ou de primes d'émission ou de toute autre manière (y compris à titre gratuit); et (ii) à limiter ou annuler les droits préférentiels de souscription des actionnaires existants qui seraient autrement applicables à cette émission, étant entendu que l'autorisation d'émettre des Actions sans contrepartie telle que prévue à l'article 5.3.4 entraîne automatiquement, au profit des bénéficiaires des actions gratuites, une renonciation par les actionnaires existants à leurs droits de souscription préférentiels conformément à la Loi.

5.5 Après chaque augmentation du capital social de la Société conformément à ce qui précède, les présents Statuts seront modifiés afin de refléter cette augmentation. Le Conseil est expressément autorisé à déléguer à toute personne physique ou morale le pouvoir de recevoir le paiement des Actions, de procéder à des augmentations de capital dans le cadre du Capital Social Autorisé, ainsi que de procéder aux modifications correspondantes des articles 5.1, 5.2 et 5.3 des présents Statuts afin de refléter cette augmentation, et de prendre toutes les mesures nécessaires ou souhaitables pour l'exécution, le dépôt et/ou la publication de ces modifications conformément à la Loi.

5.6 Le capital social souscrit et le Capital Social Autorisé de la Société peuvent être augmentés ou réduits par une décision de l'assemblée générale des actionnaires de la Société, adoptée conformément aux conditions requises pour une modification des Statuts telles que prévues à l'article 20.14.

5.7 Les Bons de Souscription peuvent être exercés en échange d'Actions dans le cadre d'un Événement de Liquidité Qualifiant Spécifié, sous réserve et conformément aux conditions de la Convention de Bons de Souscription Modifiée, étant entendu que, pour éviter toute ambiguïté, les Actions émises lors de l'exercice des Bons de Souscription seront inscrites au Registre de la Société et dans les registres de la Société immédiatement avant la réalisation d'un Événement de Liquidité, à condition que cet Événement de Liquidité soit considéré comme un Événement de Liquidité Qualifiant Spécifié et que toute émission d'Actions à partir du Capital Social Autorisé en relation avec celui-ci soit subordonnée à la réalisation ultérieure dudit Événement de Liquidité Qualifiant Spécifié.

5.8 Sans préjudice de l'article 5.3.2 et nonobstant celui-ci, le Conseil est autorisé, sous réserve de l'établissement de critères de performance, à attribuer des paiements en numéraire aux employés et aux dirigeants (*corporate officers*) (y compris les administrateurs) et aux administrateurs de la Société à titre rémunération incitative.

5.9 Les actionnaires disposent d'un droit préférentiel de souscription lors de l'émission d'Actions conformément à la législation du Grand-Duché de Luxembourg. Toutefois, le Conseil est autorisé à limiter ou à supprimer le droit de souscription préférentiel lors des Émissions dans le cadre du Capital Social Autorisé.

Art. 6. Actions

6.1 Un registre des actionnaires de la Société (le « **Registre** ») sera tenu au siège social de la Société. La Société considérera la personne au nom de laquelle les Actions sont inscrites dans le Registre comme étant le propriétaire des Actions.

6.2 Lorsque les Actions sont inscrites au Registre au nom d'une ou plusieurs personnes (les « **Titulaires** » ou chacun, un « **Titulaire** ») au nom d'un système de règlement de titres ou de l'opérateur d'un tel système, ou au nom d'un dépositaire professionnel de titres, ou de tout autre dépositaire (ce système, ce dépositaire professionnel ou autre étant dénommé « **Dépositaire** ») ou d'un sous-dépositaire désigné par un ou plusieurs Dépositaires, la Société, sous réserve d'avoir reçu du Dépositaire auprès duquel ces Actions sont conservées en compte, la preuve satisfaisante de la propriété sous-jacente des Actions par ces Titulaires et de leur pouvoir de voter au titre des Actions, permettra à ces personnes d'exercer tous les droits attachés à ces Actions, en permettant aux Titulaires d'exercer ces droits pour le compte du Dépositaire, y compris l'admission aux assemblées générales et le droit de vote lors de celles-ci. Un Dépositaire peut accepter une cession d'Actions à son profit et être inscrit dans le Registre en tant que propriétaire légal de celles-ci, et en échange de cette cession, émettre au(x) actionnaire(s) cédant(s) un nombre de certificats de dépôt égal au nombre d'Actions qui lui ont été cédées (« **Certificats de Dépôt** »), l'émission de ces Certificats de Dépôt étant soumise aux lois de la juridiction dans laquelle ce Dépositaire est établi. Dans ce cas, le Dépositaire doit, soit permettre aux Titulaires d'exercer leur droit de vote pour le compte du Dépositaire, soit exercer les droits de vote attachés aux Actions enregistrées à son nom conformément aux instructions reçues des titulaires de Certificats de Dépôt, ces personnes étant incluses dans la définition du terme « **Titulaires** » aux fins des présents Statuts. La Société peut adresser une notification aux Titulaires en la transmettant au Dépositaire dont le nom figure dans le Registre, pour les Actions, et cette notification sera considérée comme une notification en bonne et due forme à tous les Titulaires. Nonobstant ce qui précède, la Société effectuera les paiements, sous forme de dividendes ou autrement, en numéraire, en actions ou en autres actifs, comme autorisé par les présents Statuts, uniquement au Dépositaire ou au sous-dépositaire inscrit au Registre ou conformément à ses instructions, et ce paiement par la Société libérera la Société de toutes ses obligations relatives à ce paiement.

6.3 Les Actions de la Société peuvent être divisées en fractions, chaque fraction étant égale à une partie

d'une Action (une « **Fraction d'Action** »). Tout détenteur d'une Fraction d'Action qui détient un nombre de Fractions d'Action égal à une (1) Action entière peut demander la conversion de ces Fractions d'Action en une (1) Action entière.

6.4 Sous réserve des dispositions de l'Article 6.1 ci-dessus, les Actions ou Fractions d'Action sont indivisibles vis-à-vis de la Société qui ne reconnaît qu'un (1) seul propriétaire par Action ou Fraction d'Action. Les propriétaires d'actions en copropriété doivent désigner une seule personne pour les représenter auprès de la Société afin de pouvoir exercer leurs droits de vote, le cas échéant.

6.5 Chaque Action donne droit à son actionnaire ou à son Titulaire, selon le cas, à une voix à l'assemblée générale des actionnaires. Pour éviter toute ambiguïté, les Fractions d'Action ne confèrent aucun droit de vote aux assemblées générales des actionnaires de la Société, sauf si un nombre de Fractions d'Action est égal à une (1) Action entière. Sous réserve des autres dispositions des présents Statuts, chaque Action est assortie de droits économiques égaux. Les Actions seront sans certificat et sont et resteront sous forme nominative, chacune représentant la même fraction du capital social de la Société.

6.6 En plus du capital social, un compte prime d'émission peut être établi sur lequel seront transférées toutes les primes d'émission payées sur toute Action en plus de sa valeur nominale. Toute prime d'émission versée au titre de toute Action lors de son émission sera affectée à ce compte général de primes d'émission de la Société. Le montant dudit compte général de primes d'émission constituera des réserves librement distribuables de la Société. Le montant du compte de prime d'émission peut, par exemple, être utilisé pour le paiement des Actions que la Société peut racheter à ses actionnaires, pour compenser toute perte nette réalisée ou pour effectuer des distributions aux actionnaires, cette liste étant une liste non exhaustive des objectifs pour lesquels le montant du compte de prime peut être utilisé, à condition que le montant du compte de prime d'émission ainsi utilisé soit fourni ou alloué au prorata entre les actionnaires de manière cohérente avec le paiement de dividendes conformément à la Section VI.

6.7 La Société peut maintenir un compte de réserve spéciale générale de capitaux propres (compte 115 « apport en capitaux propres non rémunéré par des titres » du plan comptable luxembourgeois prévu par le règlement grand-ducal du 12 septembre 2019). Le montant dudit compte de réserve spéciale générale de capitaux propres constituera des réserves librement distribuables de la Société. Tout montant attribué au compte de réserve spéciale de capitaux propres sera considéré comme attribué au compte de réserve spéciale de capitaux propres général.

6.8 Dans les limites et conditions prévues par la Loi, la Société peut racheter les Actions ou les faire racheter par ses filiales.

6.9 Le Conseil est autorisé à exiger des actionnaires ou des Titulaires et tout actionnaire ou Titulaire est tenu, dans la mesure du possible, de coopérer et fournir tous les documents et informations dont la Société pourrait avoir besoin pour permettre à la Société de se conformer aux conditions légales ci-après, dans la mesure où elles sont applicables à la Société : (i) aux lois ou réglementations applicables en matière de

connaissance du client (KYC), (ii) aux procédures et réglementations en matière de lutte contre le blanchiment d'argent, (iii) aux obligations de déclaration et de dépôt des bénéficiaires effectifs conformément à la loi luxembourgeoise du 13 janvier 2019 créant le registre des bénéficiaires effectifs, telle que modifiée de temps à autre, (iv) à toute autre obligation prévue par la loi applicable en matière d'identification et de vérification des bénéficiaires effectifs de la Société ou qui pourrait être requise par la Société pour identifier la nature et la source des financements mis à disposition de la Société. Le Conseil est en outre autorisé à utiliser et à conserver ces informations pour ses processus et procédures internes et peut utiliser, traiter et divulguer ces informations à (i) toute autorité gouvernementale ou réglementaire applicable, comme l'exige la loi applicable, et (ii) tout fournisseur de services professionnels ou de services financiers exigeant ces informations de la Société aux mêmes fins que celles énoncées dans le présent Article 6, à condition que ce fournisseur de services professionnels ou de services financiers reste tenu dans la mesure du possible et conformément aux pratiques du secteur, de préserver la confidentialité de ces informations.

6.10 Si un actionnaire ou un Titulaire manque de communiquer les informations demandées par le Conseil conformément au présent article 6.9 dans un délai de deux (2) mois à compter de la date de cette demande, ou communique des informations que le Conseil a des motifs raisonnables de croire erronées ou incomplètes (chacune de ces circonstances étant désignée comme un « **Manquement KYC** »), le Conseil peut suspendre les droits de vote de cette personne jusqu'à ce qu'elle se soit pleinement conformée à ses obligations. Dans le cas où un Titulaire commet un Manquement KYC et lorsque les Actions pour lesquelles le Titulaire dispose de droits de vote indirects sont inscrites au Registre au nom d'un Dépositaire, le Conseil continuera à reconnaître les droits de vote attachés à toutes les autres Actions inscrites au nom dudit Dépositaire qui ne sont pas détenues pour le compte du Titulaire en infraction.

Art. 7. Cession d'Actions

7.1 Les Actions de la Société et les Certificats de Dépôt émis par un Dépositaire à un Titulaire en échange d'Actions de la Société sont librement cessibles.

7.2 Une Cession d'Actions s'effectue par l'inscription d'une déclaration de cession dans le registre, dûment signée et datée :

(iv) à la fois le cédant et le cessionnaire ou leurs représentants autorisés ; ou

(v) tout représentant autorisé de la Société ;

(vi) après une notification à la Société ou une acceptation par celle-ci, conformément à l'article 1690 du Code civil luxembourgeois.

7.3 Tout document constatant l'accord entre le cédant et le cessionnaire, valablement signé par les deux parties, peut être accepté par la Société comme preuve d'une Cession d'Actions.

7.4 La confirmation qu'une inscription a été faite dans le Registre sera fournie à l'actionnaire ou aux actionnaires directement inscrits comme tels dans le Registre, à la demande de cet ou ces actionnaires.

7.5 La Cession des Certificats de Dépôt s'effectuera par inscription dans les registres du Dépositaire concerné, conformément aux règles de ce Dépositaire.

7.6 Toutes les Cessions doivent être effectuées conformément aux conditions énoncées dans les présents Statuts.

III. GESTION

Art. 8. Conseil

8.1 Le Conseil est composé d'un maximum de sept (7) membres, dont au moins deux (2) membres résident professionnellement au Grand-Duché de Luxembourg (**Administrateurs Luxembourgeois**) et au moins cinq (5) membres, y compris les deux (2) Administrateurs Luxembourgeois, sont des administrateurs indépendants (les **Administrateurs Indépendants** et chacun d'eux un **Administrateur Indépendant**). La taille du Conseil ne peut être augmentée que dans le respect des exigences d'une modification des Statuts telles qu'elles sont énoncées à l'article 20.14.

8.2 Un **Administrateur Indépendant** est un administrateur qui, au cours de son mandat, n'a (i) aucune relation d'affaires importante ou significative avec la Société, (ii) aucune relation familiale avec un membre de la Direction Générale, ou (iii) aucune autre relation avec la Société ou un actionnaire détenant cinq pour cent (5 %) ou plus du capital social de la Société ou des membres de la Direction Générale qui pourrait raisonnablement être susceptible de nuire à l'indépendance du jugement de l'administrateur.

8.3 Les actionnaires doivent nommer les Administrateurs Luxembourgeois à partir d'une liste de candidats proposés par une société de services aux entreprises désignée par une majorité des détenteurs d'Actions, étant entendu que deux Administrateurs Luxembourgeois seront considérés comme des Administrateurs indépendants.

8.4 Les actionnaires nomment les Administrateurs restants (autres que les deux Administrateurs Luxembourgeois nommés conformément à l'article 8.3 des Statuts) à partir d'une liste de candidats proposée par le Conseil et indiquant les candidats proposés en tant qu'Administrateurs Indépendants.

8.5 Les administrateurs sont nommés pour une période renouvelable n'excédant pas deux (2) ans par l'assemblée générale des actionnaires. Un administrateur peut être révoqué avant l'expiration de son mandat avec ou sans motif par l'assemblée générale des actionnaires décidant conformément à l'article 20.13.

8.6 Le Conseil élit parmi ses membres un président par un vote à la majorité de ses membres.

8.7 Aucune personne ne peut être nommée administrateur de la Société si elle n'a pas consenti par écrit (y compris par courriel) à agir en tant qu'administrateur.

8.8 Un administrateur ne doit pas nécessairement être un actionnaire et doit être une personne physique. Une personne morale ne peut être nommée administrateur.

8.9 Si le poste d'un administrateur devient vacant pour quelque raison que ce soit, les autres

administrateurs, agissant à la majorité simple, peuvent pourvoir provisoirement à cette vacance jusqu'à ce qu'un nouvel administrateur soit nommé par la prochaine assemblée générale des actionnaires conformément au présent article 8; à condition que cette nomination provisoire en raison d'un poste vacant d'administrateur soit effectuée dans le respect des exigences de l'article 8.1 des Statuts.

8.10 La rémunération des administrateurs est fixée par l'assemblée générale des actionnaires.

Art. 9. Réunions du Conseil.

9.1 Le président du Conseil préside les réunions du Conseil. Si le président du Conseil n'est pas présent à la réunion, ses fonctions sont exercées temporairement par un autre administrateur désigné par celui-ci ou, si aucun administrateur n'a été désigné par le président, ses fonctions sont exercées temporairement par un autre administrateur désigné par les administrateurs présents à la réunion.

9.2 La fréquence des réunions est déterminée de manière à assurer l'efficacité des activités du Conseil.

9.3 Nonobstant ce qui précède, une décision du Conseil peut également être prise par résolution écrite des administrateurs. Cette résolution doit être signée par chacun des administrateurs et prise à l'unanimité. La date de cette décision est celle de la dernière signature.

9.4 Le Conseil peut être convoqué à la demande du président ou de deux tiers de ses membres.

9.5 Une convocation écrite à toute réunion du Conseil doit être remise à tous les administrateurs au moins cinq (5) jours avant la date fixée pour cette réunion, sauf en cas d'urgence, auquel cas la nature et les circonstances de celle-ci doivent être précisées dans l'avis. Aucun avis écrit n'est requis si tous les membres du Conseil sont présents ou représentés lors de la réunion. Une convocation écrite distincte n'est pas nécessaire pour les réunions qui se tiennent aux heures et aux lieux prescrits dans un calendrier préalablement adopté par décision du Conseil.

9.6 Tout membre du conseil d'administration peut agir à toute réunion du Conseil en désignant, par écrit, que ce soit en original ou par courrier électronique, un autre administrateur comme son mandataire.

9.7 Tout administrateur peut participer à une réunion du Conseil par conférence téléphonique, vidéoconférence ou tout autre moyen de communication similaire permettant à toutes les personnes participant à la réunion de s'entendre et de se parler et de délibérer correctement, et la participation à une réunion par ce moyen constitue une présence en personne à cette réunion.

Art. 10. Résolutions du Conseil.

10.1 Le Conseil peut valablement délibérer si un quorum d'administrateurs est présent ou représenté à cette réunion du conseil. Le quorum est réputé atteint si la majorité des administrateurs de la Société est présente ou représentée (dont au moins trois Administrateurs indépendants). Sous réserve des articles 10.2 et 10.3 ci-dessous, les décisions prises par le Conseil nécessitent le vote de la majorité des administrateurs présents ou représentés.

10.2 Si, lors d'une réunion, le nombre de voix pour et contre une décision est égal, le président du Conseil a une voix prépondérante.

10.3 Le Conseil peut décider qu'un Événement de Liquidité est un Événement de Liquidité Qualifiant, à la suite de quoi cet Événement de Liquidité Qualifiant doit être soumis à l'assemblée générale des actionnaires avant que cet Événement de Liquidité Qualifiant puisse être mis en œuvre, le quorum et la majorité applicables à une telle décision étant ceux qui s'appliquent à une modification des présents Statuts conformément à l'article 20.13 des présentes.

10.4 En cas de conflit d'intérêts tel que défini à l'Article 16 des présentes, les administrateurs en conflit sont exclus pour le calcul du quorum requis.

Art. 11. Pouvoirs du Conseil.

Le Conseil est investi des pouvoirs les plus étendus et les plus larges pour administrer, gérer et agir au nom de la Société, ainsi que de tous les pouvoirs qui ne sont pas expressément réservés à l'assemblée générale par la Loi ou par les présents Statuts (étant entendu que les Questions Réservées sont ainsi réservées à l'assemblée générale par l'article 21 des présentes), à condition que le Conseil soit autorisé à déléguer la gestion journalière, et le pouvoir de représenter la Société à cet égard, à un ou plusieurs administrateurs, dirigeants, gérants ou autres agents.

Art. 12. Pouvoirs de signature.

12.1 La Société sera engagée vis-à-vis des tiers par les signatures conjointes de deux administrateurs au moins.

12.2 La Société est également engagée vis-à-vis des tiers par les signatures conjointes ou la signature unique de toute(s) personne(s) à laquelle (auxquelles) des pouvoirs spéciaux de signature ont été délégués par le Conseil, dans les limites d'une telle délégation.

Art. 13. Gestion journalière.

13.1 Le Conseil peut déléguer des pouvoirs spéciaux ou limités à une ou plusieurs personnes pour des questions spécifiques.

13.2 Le Conseil est autorisé à déléguer la gestion journalière, ainsi que le pouvoir de représenter la Société à cet égard, à un ou plusieurs administrateurs, dirigeants, gérants ou autres agents, actionnaires ou non, agissant individuellement ou conjointement. Si la gestion journalière est déléguée à un ou plusieurs administrateurs, le Conseil doit rendre compte à l'Assemblée Générale annuelle de tout salaire, rémunération et/ou autre avantage accordé à ce ou ces administrateurs au cours de l'exercice concerné.

Art. 14. Comités

14.1 Le Conseil, statuant à la majorité, peut créer un ou plusieurs comités requis par la loi ou autrement, et en choisir les membres soit parmi les administrateurs, soit en dehors de ceux-ci, soit les deux, et déterminer leur composition, leur objet et leur fonctionnement.

14.2 Tous les comités créés par le Conseil peuvent agir à la majorité des membres du comité présents lors d'une réunion de ce comité où la majorité des membres de ce comité est présente.

14.3 Le Conseil doit établir un Comité de Nomination et de Rémunération (le « **Comité de Nomination et de Rémunération** ») et un comité d'Audit et de Risques (le « **Comité d'Audit et de Risques** »).

14.4 Outre les responsabilités qui lui sont éventuellement conférées par la législation applicable, la fonction principale du Comité de Nomination et de Rémunération est d'aider le Conseil à vérifier le respect des critères et des procédures applicables aux candidats administrateurs conformément aux présents Statuts, et de donner son avis sur les politiques de rémunération des cadres et des administrateurs de la Société, de les recommander et d'en superviser la mise en œuvre.

14.5 Outre les responsabilités qui lui sont éventuellement conférées par la législation applicable, le cas échéant, la fonction première du Comité d'Audit et de Risques est d'aider le Conseil à superviser l'intégrité des états financiers de la Société, le processus de sélection et de nomination des auditeurs de la Société et les performances de la fonction d'audit interne et des auditeurs indépendants de la Société (dans la mesure où ils ont été nommés). Le Comité d'Audit et de Risques est également chargé de superviser les politiques et procédures de gestion des risques de la Société.

14.6 Les membres du Comité de Nomination et de Rémunération et du Comité d'Audit et de Risques sont nommés par le Conseil et se composent d'au moins trois membres, dont la majorité est Indépendante (l'Indépendance devant être interprétée mutatis mutandis selon la signification de « Administrateur Indépendant »). Le Conseil désigne le président du Comité de Nomination et de Rémunération, tandis que le président du Comité d'Audit et de Risques est nommé par ses membres. Le président doit être Indépendant.

14.7 Chaque comité se réunit aussi souvent qu'il le juge nécessaire pour l'accomplissement de ses tâches, mais au moins une fois par trimestre. Les réunions de chaque comité peuvent être convoquées par le président du comité ou par une majorité des membres du comité.

14.8 Chaque comité est habilité à engager et à révoquer les conseillers, y compris les conseillers juridiques et autres experts, qu'il juge nécessaires pour s'acquitter de ses fonctions et responsabilités, et est seul habilité à approuver les honoraires et autres conditions d'engagement de ces conseillers.

14.9 Des dispositions supplémentaires concernant la composition et les pouvoirs de ces comités, les conditions de nomination, de révocation, de rémunération et la durée du mandat de ses/leurs membres, ainsi que son/leur règlement intérieur, sont déterminées par le Conseil conformément à la législation applicable.

Art. 15. Responsabilité - Garantie.

15.1 Les administrateurs n'assument, en raison de leur fonction, aucune responsabilité personnelle en ce

qui concerne tout engagement valablement pris par eux au nom de la Société, pour autant que ces engagements soient conformes aux Statuts et à la Loi.

15.2 La Société garantira, dans la mesure permise par la loi, tout administrateur ou dirigeant, ainsi que ses héritiers, exécuteurs et administrateurs, contre tous les dommages et intérêts ou compensations qu'il devra payer ou toutes les dépenses ou coûts raisonnablement encourus par celui-ci, en conséquence ou en relation avec toute action, poursuite ou procédure à laquelle il pourrait être partie du fait qu'il est ou a été administrateur ou dirigeant de la Société, ou, à la demande de la Société, de toute autre Entité dont la Société est actionnaire ou créancière et par laquelle il/elle n'a pas le droit d'être garanti(e), sauf en ce qui concerne les questions pour lesquelles il/elle sera définitivement jugé(e) par un tribunal compétent dans le cadre de cette action, ce procès ou cette procédure comme étant responsable de négligence grave, de fraude ou de faute intentionnelle. Le droit à garantie qui précède n'exclut pas les autres droits auxquels cet administrateur ou ce dirigeant peut prétendre, y compris en vertu de tout accord de garantie distinct conclu entre la Société et cet administrateur ou ce dirigeant.

15.3 La Société peut, dans la mesure permise par la loi, garantir tout employé ou agent de la Société et ses héritiers, exécuteurs et administrateurs, contre tout dommage ou indemnisation qu'il devra payer ou toute dépense ou coût raisonnablement encouru par lui/elle, en conséquence ou en relation avec toute action, poursuite ou procédure à laquelle il/elle peut être partie du fait qu'il/elle est ou a été un agent ou un employé de la Société, ou, à la demande de la Société, de toute autre Société dont la Société est actionnaire ou créancier.

Art. 16. Conflit d'intérêt.

16.1 Sauf disposition contraire de la Loi, tout administrateur qui a un intérêt financier direct ou indirect potentiellement opposé à l'intérêt de la Société dans le cadre d'une transaction relevant de la compétence du Conseil, doit informer le Conseil de ce conflit d'intérêts potentiel et faire consigner sa déclaration dans le procès-verbal de la réunion du Conseil. L'administrateur concerné ne peut pas prendre part aux discussions relatives à cette transaction ni voter sur cette transaction. Tout conflit d'intérêts de ce type doit être divulgué à la prochaine assemblée générale des actionnaires avant que celle-ci ne prenne une résolution sur tout autre point.

16.2 Lorsque, en raison d'un conflit d'intérêts, le nombre d'administrateurs requis pour délibérer valablement n'est pas atteint, le conseil d'administration peut déférer la résolution sur ce point spécifique à l'assemblée générale des actionnaires.

16.3 Les règles de conflit d'intérêts ne s'appliquent pas lorsque la décision du conseil d'administration porte sur des opérations courantes conclues dans des conditions habituelles.

16.4 Le(s) délégué(s) à la gestion journalière de la Société, le cas échéant, sont soumis mutatis mutandis aux articles 16.1 à 16.3 des présents Statuts, étant entendu que si un seul (1) délégué à la gestion journalière a été

nommé et se trouve en situation de conflit d'intérêts, la décision correspondante sera déferée au conseil d'administration.

IV. ACTIONNAIRE(S).

Art. 17. Pouvoirs de l'Assemblée Générale des Actionnaires.

Toute assemblée des actionnaires de la Société régulièrement constituée représente l'ensemble des actionnaires de la Société.

Art. 18. Assemblée générale annuelle des Actionnaires.

18.1 L'assemblée générale annuelle des actionnaires de la Société se tiendra, conformément au droit luxembourgeois, à Luxembourg à l'adresse du siège social de la Société ou à tout autre endroit dans la commune du siège social qui sera précisé dans la convocation à l'assemblée.

18.2 L'assemblée générale annuelle des actionnaires de la Société peut se tenir à l'étranger si, de l'avis absolu et définitif du Conseil, des circonstances exceptionnelles l'exigent.

Art. 19. Autres assemblées des Actionnaires.

D'autres réunions des actionnaires de la Société peuvent se tenir au lieu et à l'heure spécifiés dans les avis de convocation respectifs de la réunion.

Art. 20. Procédure, vote.

20.1 La Société doit fournir une convocation écrite à toute assemblée générale à tous les actionnaires par lettre recommandée ou tout autre moyen de communication accepté individuellement par leurs destinataires au moins huit (8) jours avant et pas plus de soixante (60) jours avant la date de la réunion, sauf en cas de renonciation par l'unanimité des actionnaires. Pour éviter toute ambiguïté, les notifications données par le biais du système de notification géré par Kroll Inc. seront considérées comme « tout autre moyen de communication », à condition que l'actionnaire concerné ait accepté d'être notifié par Kroll Inc. par le biais de ce système. Si les Actions ou les Certificats de Dépôt sont cotées sur un marché réglementé étranger ou MTF, les avis doivent suivre les pratiques du marché de ce pays en matière de publicité de la convocation d'une assemblée générale des actionnaires.

20.2 Les détenteurs d'obligations émises par la Société ne peuvent assister à aucune assemblée générale des actionnaires, à condition que le présent Article 20.2 ne s'applique pas aux détenteurs d'obligations émises par la Société qui détiennent également des Actions.

20.3 Si tous les actionnaires de la Société et les Titulaires (agissant par l'intermédiaire du Dépositaire), le cas échéant, sont présents ou représentés à une assemblée des actionnaires de la Société, et s'ils se considèrent

comme été dûment convoqués et informés de l'ordre du jour de l'assemblée, celle-ci peut se tenir sans convocation préalable.

20.4 Si et aussi longtemps que les Actions ou les Certificats de Dépôt sont cotés sur un marché réglementé étranger ou MTF, tous les actionnaires inscrits au Registre ont le droit d'être admis à l'assemblée des actionnaires de la Société ; sous réserve toutefois que le Conseil puisse fixer une date et une heure précédant l'assemblée des actionnaires de la Société comme date d'enregistrement pour l'admission, de sorte que seuls les actionnaires inscrits au Registre à cette date soient admis à l'assemblée (la **Date d'Enregistrement**) et que seuls les Titulaires inscrits en tant que titulaires de Certificats de Dépôt au niveau d'un Dépositaire, dans la mesure applicable, soient autorisés à voter par l'intermédiaire du Dépositaire ; cette Date d'Enregistrement ne peut être fixée à moins de cinq (5) jours avant la date de ladite assemblée. Le Conseil peut déterminer toutes les autres conditions qui doivent être remplies pour participer à l'assemblée des actionnaires de la Société.

20.5 Cet avis de convocation doit indiquer la date, l'heure, le lieu et l'ordre du jour de l'assemblée.

20.6 indépendamment de l'ordre du jour, le Conseil peut ajourner toute assemblée générale ordinaire ou extraordinaire en respectant les formalités et les délais prévus par la Loi.

20.7 Les assemblées générales sont présidées par le président du Conseil ou par une personne désignée par ledit président, ou en l'absence de celui-ci, par un président élu par l'assemblée générale qui doit être membre du Conseil. Le président de l'assemblée désigne un scrutateur chargé de tenir la liste de présence. Le bureau de l'assemblée générale ainsi constitué désigne le secrétaire.

20.8 Un actionnaire peut agir lors de toute réunion des actionnaires de la Société en désignant une autre personne comme son mandataire par écrit, que ce soit en original ou par courriel.

20.9 L'acte de nomination d'un mandataire doit être présenté au lieu désigné pour la réunion avant l'heure de la tenue de la réunion à laquelle la personne désignée dans cet acte propose de voter. La convocation contient d'autres détails concernant les exigences relatives à l'acte de nomination d'un mandataire.

20.10 À la discrétion du Conseil et si cela est prévu dans l'avis de convocation correspondant, un Actionnaire peut participer à une assemblée des actionnaires de la Société par conférence téléphonique, par vidéoconférence ou par tout autre moyen de communication similaire permettant à toutes les personnes participant à l'assemblée de s'entendre et de se parler et de délibérer correctement, et la participation à une assemblée par ce moyen constitue une présence effective à cette assemblée, y compris aux fins de calcul du quorum.

20.11 Les actionnaires peuvent voter par correspondance, au moyen d'un formulaire qui sera fourni par la Société et qui comprendra au moins les informations suivantes : le lieu, la date et l'heure de l'assemblée ; le nom, l'adresse et toute autre information pertinente concernant l'actionnaire ; le nombre d'Actions détenues par cet actionnaire ; l'ordre du jour de l'assemblée ; le texte des résolutions proposées ; la possibilité de voter positivement ou négativement ou de s'abstenir ; la possibilité de voter par procuration pour toute nouvelle résolution ou toute modification des résolutions qui pourrait être proposée au cours de l'assemblée ou

annoncée par la Société après l'envoi par l'actionnaire du formulaire fourni par la Société. Les formulaires de vote par correspondance doivent être reçus par la Société au plus tard la veille du cinquième (5e) jour précédant la date de l'assemblée générale des actionnaires, à moins que la Société ne fixe un délai plus court ou plus long. Les formulaires dûment remplis reçus par la Société conformément aux conditions susmentionnées seront pris en compte pour déterminer le quorum de l'assemblée générale des actionnaires. Le Conseil adopte toutes les autres réglementations et règles concernant la participation à l'assemblée et les formulaires à utiliser pour voter par correspondance.

20.12 La Société reconnaît les modalités de vote ou engagements convenues dans les présents Statuts ou toute convention d'actionnaires, dans la mesure où ces modalités de vote ne sont pas contraires aux dispositions de l'Article 450-2 de la Loi.

20.13 Les résolutions à adopter lors des assemblées générales ordinaires des actionnaires (sauf disposition contraire dans le présent document) sont votées à la majorité simple, quelle que soit la proportion du capital social représenté.

20.14 Les présents Statuts ne peuvent être modifiés (sauf disposition contraire) et un Événement de Liquidité Qualifiant et/ou une Question Réservee ne peuvent être approuvés que par des votes valablement exprimés lors d'une assemblée générale, qui représentent au moins les deux tiers du capital social de la Société. L'ordre du jour d'une telle assemblée doit indiquer les modifications proposées aux Statuts, y compris le texte de toute modification proposée de l'objet ou de la forme de la Société, ou une description de l'Événement de Liquidité Qualifiant ou de la Question Réservee, selon le cas. Chaque actionnaire votera en faveur de toute modification des Statuts qui pourrait être nécessaire, afin de renouveler de temps à autre, avant son expiration, l'autorisation accordée au Conseil en vertu des Articles 5.3 et 5.4, conformément aux termes des Bons de Souscription applicables en vigueur au 12 décembre 2024, d'émettre de temps à autre des Actions aux détenteurs des Bons de Souscription ou conformément au MEP et (ii) de limiter ou d'annuler les droits de souscription préférentiels des actionnaires existants autrement applicables à une telle émission à cette fin. Si aucun quorum n'est atteint lors d'une assemblée, une deuxième assemblée peut être convoquée conformément aux dispositions du présent Article 20 qui peut délibérer indépendamment du quorum et au cours de laquelle les résolutions sont adoptées à une majorité d'au moins deux tiers des voix valablement exprimées. Les abstentions et les votes nuls ne seront pas pris en compte.

20.15 Les engagements des actionnaires ne peuvent être augmentés qu'avec le consentement unanime des actionnaires.

20.16 Les procès-verbaux des assemblées générales sont signés par les membres du bureau de l'assemblée. Les copies ou extraits de procès-verbaux à produire en justice ou ailleurs sont signés conformément à l'Article 12 des présentes.

20.17 Un actionnaire peut décider individuellement de ne pas exercer, temporairement ou définitivement, tout ou partie de ses droits de vote au moyen d'une renonciation formelle à ses droits. L'actionnaire qui

renonce est lié par cette renonciation et la renonciation doit être reconnue par la Société dès notification. Si les droits de vote sont suspendus ou si l'exercice des droits de vote a été renoncé par un ou plusieurs actionnaires conformément au présent article, ces actionnaires peuvent assister à toute assemblée générale, mais les actions qu'ils détiennent ne seront pas prises en compte pour la détermination des conditions de quorum et de majorité à respecter lors de l'Assemblée Générale.

Art. 21. Questions Réservées

21.1 La Société ne prendra aucune mesure concernant les questions visées à l'article 21.2 (les **Questions Réservées**) sans l'approbation préalable des actionnaires de la Société, agissant conformément à l'article 20.14 des Statuts.

21.2 Les décisions suivantes concernent les Questions Réservées :

(i) toute acquisition ou série d'acquisitions connexes par la Société, ou par l'une de ses filiales directes ou indirectes, d'actifs (y compris par voie de fusion, de consolidation ou autre) d'une valeur totale supérieure à cent millions de dollars américains (USD 100.000.000) ;

(ii) toute vente, tout transfert, toute location, tout échange, toute charge ou toute autre disposition d'actifs (tout ce qui précède constitue une « **disposition** ») détenus par la Société ou par l'une de ses filiales directes ou indirectes, dans le cadre d'une ou de plusieurs transactions connexes (y compris par voie de fusion, de consolidation ou autre), d'une valeur totale supérieure à cent millions de dollars américains (USD 100.000.000) ; et

(iii) la consolidation ou le regroupement de la Société avec ou dans une autre entité, que ce soit par voie de fusion, de consolidation, d'échange d'actions ou de toute autre opération ou série d'opérations similaires, que la Société soit ou non l'entité survivante,

étant entendu que, pour éviter toute ambiguïté, (i) toute acquisition ou disposition en vertu des clauses (i) ou (ii) ci-dessus entre la Société et l'une de ses filiales directes ou indirectes ou entre ces filiales, dans chaque cas, dans le cours normal des affaires et (ii) tout investissement dans un actif opérationnel du Groupe détenu par la Société ou ses filiales au 12 décembre 2024 (ou toute dépense liée à ces actifs), ne sera en aucun cas une Question Réservée.

V. AUDITEURS EXTERNES

Art. 22. Auditeurs externes.

22.1 Les opérations de la Société sont contrôlées par un ou plusieurs commissaires. L'assemblée générale des actionnaires nomme le ou les commissaires et fixe la durée de leur mandat, qui ne peut excéder six (6) ans.

22.2 Lorsque la loi l'exige, les activités de la société sont contrôlées par un ou plusieurs réviseur(s) d'entreprises agréé(s).

22.3 Un commissaire peut être révoqué à tout moment, sans préavis et avec ou sans motif, par l'assemblée générale des actionnaires.

22.4 Si l'assemblée générale des actionnaires de la Société désigne un ou plusieurs réviseur(s) d'entreprises agréé(s) conformément à l'article 69 de la loi du 19 décembre 2002 concernant le registre de commerce et des sociétés ainsi que la comptabilité et les comptes annuels des entreprises, telle que modifiée, l'institution de commissaires n'est plus requise.

VI. EXERCICE FINANCIER, DISTRIBUTION DES BÉNÉFICES

Art. 23. Exercice financier.

L'exercice financier de la Société commence le premier jour de janvier et s'achève le trente-et-un décembre de chaque année.

Art. 24. Distribution des bénéfices.

24.1 Après déduction de toutes les dépenses de la Société et de l'amortissement, le solde créditeur représente le bénéfice net de la Société.

24.2 Sur le bénéfice net, cinq pour cent (5,00 %) sont affectés à la réserve légale ; cette affectation cesse d'être obligatoire lorsque la réserve atteint dix pour cent (10,00 %) du capital de la Société. Toutefois, si le fonds de réserve devient inférieur à dix pour cent (10,00 %) du capital social, il est à nouveau prélevé cinq pour cent (5,00 %) du bénéfice net pour être affecté à la réserve légale.

24.3 L'affectation du solde des bénéfices nets est à la disposition de l'assemblée générale des actionnaires, qui peut décider du versement d'un dividende, du transfert du solde à un compte de réserve ou de son report conformément aux dispositions légales applicables.

24.4 Des dividendes intérimaires ou d'autres réserves (y compris les primes d'émission mais à l'exclusion de la réserve légale) peuvent être distribués à tout moment conformément à la Loi, dans les conditions suivantes :

- (i) le Conseil établit des comptes intérimaires ;
- (ii) les comptes intérimaires font apparaître que les bénéfices et autres réserves (y compris les primes d'émission) disponibles pour la distribution sont suffisants, étant entendu que le montant à distribuer ne peut excéder les bénéfices réalisés depuis la fin de l'exercice précédent pour lequel les comptes annuels ont été approuvés, s'il y a lieu, augmentés des bénéfices non distribués reportés et des réserves distribuables, et diminués des pertes reportées et des sommes à affecter à toute réserve légale ou statutaire ;
- (iii) la décision de distribuer des dividendes intérimaires ou d'autres réserves (y compris les primes d'émission, à l'exception de la réserve légale), doit être prise par le Conseil dans les deux (2) mois suivant la date des comptes intérimaires ; et
- (iv) dans leur rapport au Conseil, les commissaires ou les réviseurs d'entreprises agréés, selon le cas, doivent

vérifier si les conditions (i) à (iii) ci-dessus sont remplies.

VII. DISSOLUTION, LIQUIDATION ET AVIS

Art. 25. Dissolution, liquidation.

25.1 La Société peut être dissoute par une résolution de l'assemblée générale des actionnaires conformément à l'Article 3.2 des présentes. La liquidation sera effectuée par un ou plusieurs liquidateurs, personnes physiques ou morales, nommés par l'assemblée générale des actionnaires, qui précisera leurs pouvoirs et fixera leur rémunération.

25.2 Sous réserve des autres dispositions des présents Statuts, l'excédent résultant de la réalisation de l'actif et du paiement du passif est réparti entre les actionnaires proportionnellement au nombre d'Actions qu'ils détiennent.

Art. 26. Avis.

26.1 Toute notification, information ou déclaration écrite devant être donnée par la Société aux actionnaires peut être fournie de toute manière dont on peut raisonnablement s'attendre à ce qu'elle atteigne chaque actionnaire y compris par moyen électronique, ou par courrier adressé à chaque actionnaire à l'adresse figurant dans le Registre.

26.2 Toute assignation, avis, document d'ordonnance, procédure, information ou déclaration écrite devant être signifiée à la Société peut être signifiée en la remettant, ou en l'envoyant par courrier recommandé adressé à la Société à son siège social, ou en la déposant à, ou en l'envoyant par courrier recommandé à, l'agent enregistré de la Société.

26.3 La signification d'une convocation, d'un avis, d'un ordre, d'un document, d'un processus, d'une information ou d'une déclaration écrite devant être signifiée à la Société peut être prouvée en démontrant que la convocation, l'avis, l'ordre, le document, le processus, l'information ou la déclaration écrite a été livré au siège social ou à l'agent enregistré de la Société ou qu'il a été posté dans un délai tel qu'il peut être livré à l'agent enregistré de la Société dans le cours normal de la livraison dans la période prescrite pour la signification, qu'il a été correctement adressé et que l'affranchissement a été prépayé.

VIII. LOI APPLICABLE.

Art. 27. Loi applicable.

Toutes les matières qui ne sont pas régies par les Statuts seront réglées conformément à la Loi et à toutes les autres lois en vigueur.

IX. DIVERS.

Art. 28. Définitions.

Lorsqu'ils sont utilisés dans les présents Statuts, et sauf définition contraire, les termes suivants ont la signification suivante :

« **Affilié** » désigne, pour toute Entité, toute autre Entité qui, directement ou indirectement, par un ou plusieurs intermédiaires, Contrôle, est Contrôlée par ou est sous Contrôle commun avec cette Entité, étant entendu que les sociétés de portefeuille d'un fonds d'investissement ne sont pas considérées comme des « Affiliés » de la société de gestion ou de l'associé commandité de ce fonds d'investissement.

« **Jour Ouvrable** » désigne tout jour autre qu'un samedi, un dimanche ou tout autre jour où les banques commerciales sont, le cas échéant, autorisées à fermer en vertu de la loi applicable au Luxembourg, en Norvège, à New York, aux îles Vierges britanniques, aux îles Caïmans, à São Paulo, à Londres ou à Rio de Janeiro, ou sont effectivement fermées.

« **Contrôle** » (y compris, avec des significations corrélatives, les termes « contrôlant », « contrôlé par » et « sous contrôle commun avec »), tel qu'utilisé à l'égard de toute Entité, signifie la possession, directement ou indirectement, du pouvoir de diriger ou de faire diriger la gestion ou les politiques de cette Entité, que ce soit par la propriété de titres avec droit de vote, par un accord ou autrement. Pour éviter toute ambiguïté, un commandité/une société de gestion est réputé(e) Contrôler une société en commandite simple/un fonds professionnel de capital investissement ou un fonds commun de placement à risques qu'il/elle gère ou conseille.

« **Entité** » signifie toute personne morale, ainsi que toute société en participation, fonds commun de placement à risques ou fonds professionnel de capital investissement, société en commandite et toute organisation similaire ou équivalente, ayant ou non la personnalité juridique.

« **Exchange Act** » désigne le Securities Exchange Act de 1934, tel que modifié, et les règles et règlements de la SEC promulgués en vertu de celui-ci.

« **Direction Générale** » désigne le groupe de personnes au plus haut niveau de l'organisation de la Société ou de ses Affiliées qui, en vertu de leur fonction de Directeur Général (CEO), de Directeur Financier (CFO), de Directeur des Opérations (COO), de Directeur de l'Information (CIO) ou d'un autre cadre de Niveau C, ont la responsabilité de gérer la Société ou une partie importante de ses affaires.

« **Date d'Émission** » désigne le 10 juin 2022.

« **Événement de Liquidité** » désigne, en ce qui concerne la Société, l'un des éléments suivants, directement ou indirectement, sous forme d'une transaction ou d'une série de transactions liées :

- (i) toute fusion ou consolidation (que la Société soit ou non l'entité survivante), autre qu'une fusion ou consolidation de la Société avec une ou plusieurs de ses filiales directes ou indirectes détenues à 100 % ;
- (ii) tout achat d'actions, regroupement d'entreprises, offre d'achat ou d'échange, ou toute autre

transaction, en vertu de laquelle une « personne » ou un « groupe » (tel que défini à l'Article 13(d) de l'Exchange Act) acquerrait ou détiendrait autrement la propriété effective de plus de 50 % des Actions (autre que le résultat d'une fusion ou d'une consolidation de la Société avec une ou plusieurs de ses filiales directes ou indirectes détenues à 100 %) ; ou

(iii) toute vente, tout transfert, toute location, tout échange, toute charge ou toute autre disposition d'actifs représentant la totalité ou la quasi-totalité des actifs de la Société (y compris ses filiales, prises dans leur ensemble),

étant précisé qu'un Événement de Liquidité ne sera pas déclenché par des achats ou des ventes sur le marché dans le cours normal des affaires par tout actionnaire, à condition qu'une transaction ou une série de transactions qui déclencherait l'un des événements précédents soit considérée comme n'étant pas une transaction dans le cours normal des affaires.

« **Marché Principal de la Bourse d'Oslo (OSE)** » désigne Euronext Oslo Børs (liste principale) ou Euronext Expand, qui est un marché réglementé au sens de la Directive 2014/65/UE du Parlement européen et du Conseil du 15 mai 2014 concernant les marchés d'instruments financiers.

« **OSE** » désigne Euronext Oslo Børs, un opérateur de marché en Norvège.

« **Événement de Liquidité Qualifiant** » désigne un Événement de Liquidité qui a été approuvé par le Conseil.

« **Question Réservée** » a la signification qui lui est donnée à l'article 21.

« **Convention de Bon de Souscription Modifiée** », désigne, collectivement, les conventions de bon de souscription, datées de la Date d'Émission, relatives aux Bons de Souscription (sans tenir compte des modifications qui y ont été apportées).

« **Titres** » désigne, en ce qui concerne la Société, les Actions et/ou les Bons de Souscription.

« **Événement de Liquidité Qualifiant Spécifié** » a la signification qui lui est donnée à dans la Convention de Bon de Souscription Modifiée.

« **SEC** » désigne à tout moment la Securities and Exchange Commission ou toute autre agence fédérale administrant à ce moment-là le Securities Act.

« **Securities Act** » désigne le Securities Act de 1933, tel que modifié, et les règles et règlements de la SEC promulgués en vertu de celui-ci.

« **Cession** » désigne, que ce soit volontairement ou involontairement ou par l'effet de la loi, directement ou indirectement, une cession, un transfert, une donation ou un don.

« **Bons de Souscription** », signifie les bons de souscription pouvant être exercés contre des Actions, tels qu'ils ont été émis initialement à la Date d'Émission et tels qu'ils ont été modifiés et mis à jour conformément à la Convention de Bon de Souscription Modifiée.

Annex 2: Comparison of the proposed Articles against the current Articles

I. FORM, NAME, OBJECT, DURATION, REGISTERED OFFICE

Art. 1. Form and Name.

The name of the company is **Constellation Oil Services Holding S.A.** (the “**Company**”). The Company is a public limited liability company (*société anonyme*), governed by the laws of the Grand Duchy of Luxembourg pertaining to such an entity, and in particular by the law of August 10th, 1915 on commercial companies, as amended (hereafter the “**Law**”) and the present articles of association (hereafter the “**Articles**”).

Art. 2. Object.

2.1 The purpose of the Company is the acquisition and holding of ownership interests, in Luxembourg or abroad, in any companies or enterprises in any form whatsoever and the management and operation of such ownership interests. The Company may in particular acquire by subscription, purchase, and exchange or in any other manner any stock, shares and other equity securities, bonds, debentures, certificates of deposit and other debt instruments and more generally any securities and financial instruments issued by any public or private entity whatsoever, including partnerships. It may participate in the creation, development, management and control of any company or enterprise. It may further invest in the acquisition and management of a portfolio of patents or other intellectual property rights of any nature or origin whatsoever.

2.2 The Company may borrow in any form. It may issue notes, bonds and debentures and any kind of debt which may be convertible and/or equity securities. The Company may lend funds including the proceeds of any borrowings and/or issues of debt securities to its subsidiaries, affiliated companies or to any other company. It may also grant financial assistance and give guarantees and grant security interests in favor of third parties to secure its obligations or the obligations of its subsidiaries, affiliated companies or any other company under its direct, indirect or joint control, whether sole control or shared. The Company may further mortgage, pledge, transfer, encumber or otherwise hypothecate all or any of its assets.

2.3 The Company may generally employ any techniques and utilise any instruments relating to its investments for the purpose of their efficient management, including techniques and instruments designed to protect the Company against creditors, currency fluctuations, interest rate fluctuations and other risks.

2.4 The Company may grant any form of assistance to any affiliated entities, including the payment of costs or expenses incurred by such affiliated entities, and shareholders in the Company being affiliated entities for the purposes of these Articles. The Company may grant any form of assistance to any other company under its direct, indirect or joint control, whether sole control or shared, and the Company may take any measure of control and supervision of such companies. The Company may also provide support services to entities within the same group of companies to which the Company belongs – including but not limited to – services in connection with cash management and relations with banks.

2.5 The Company may carry out any commercial, financial or industrial operations and any leasing or other transactions with respect to real estate or movable property, leasing or other.

Art. 3. Duration.

- 3.1 The Company is formed for an unlimited period of time.
- 3.2 The Company may be dissolved at any time and with or without cause by a resolution of the general meeting of shareholders at which a quorum of more than half of the Company's share capital is present or represented, adopted by at least a two thirds vote of the holders of the outstanding Shares.

Art. 4. Registered Office.

- 4.1 The registered office of the Company is established in Luxembourg City in the Grand Duchy of Luxembourg. It may be transferred to any other location in the Grand Duchy of Luxembourg by a resolution of the board of directors of the Company (the "**Board**") which may amend the Articles accordingly.
- 4.2 The Company may establish offices, subsidiaries and branches, both in Luxembourg and abroad, by decision of the Board.
- 4.3 If the Board determines that extraordinary political, social, economic or military developments or events have occurred or are imminent and that these developments or events may interfere with the normal activities of the Company at its registered office, or with the ease of communication with such office or between such office and persons abroad, the Board may temporarily transfer the registered office to a location abroad until the complete cessation of the extraordinary developments or events. Such temporary measures shall have no effect on the nationality of the Company which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg company.

II. CAPITAL, SHARES.

Art. 5. ~~Art. 5~~ Share capital.

5.1 The issued share capital is set at fifteen million one hundred ninety-nine thousand one hundred eighty-three United States dollars and eight cents (USD 15,199,183.08) represented by eighty-four million four hundred thirty-nine thousand nine hundred six (84,439,906) registered ordinary shares with a nominal value of United States dollar eighteen cents (USD 0.18), fully paid and having the rights given to such shares in these Articles (the "**Shares**").

5.2 The Board shall have the right to raise the share capital of the Company up to an amount of ~~seventeen~~two million three hundred ~~twenty-seven~~forty-nine thousand ~~sixty-eight~~five hundred ninety-seven United States dollars and ~~fifty-six~~seventy-eight cents (USD ~~17,327,068.56~~2,349,597.78), by issuing a maximum of ~~eleven~~thirteen million ~~eight hundred twenty-one~~fifty-three thousand ~~five~~three hundred ~~eighty-six~~(11,821,586~~twenty-one~~(13,053,321)) Shares (such aforementioned Shares, ~~including the initial and authorised share capital, excluding the~~ issued Shares and share capital of the Company, the "**Authorised Share Capital**").

5.3 The Authorised Share Capital may only be used for the following purposes:

- 5.3.1 ~~5.3.1.~~ issuances of Shares in the context and in accordance with the terms of the Warrants in effect as of 12 December 2024, whereby the Board shall be authorised to utilise the Authorised Share Capital to increase the share capital of the Company, once or more, by a maximum amount of one million eight hundred twenty-three thousand nine hundred and one United States dollars and eighty-four cents (USD 1,823,901.84), by issuing a maximum of ten million one hundred

thirty-two thousand seven hundred eighty-eight (10,132,788) Shares (the “Warrant Shares Issuances”);

5.3.2 ~~5.3.2.~~ issuances of Shares in the context of the a long term incentive plan, to be adopted by and in the discretion of the Board in the context and within the limits of the Authorised Share Capital (the “LTI”), which may include allocation of stock options, warrants, restricted stock units (RSUs), or other forms of equity compensation to executives of the Company or its direct or indirect subsidiaries, whereby the Board shall be authorised to utilise the Authorised Share Capital to increase the share capital of the Company, once or more, by a maximum amount of three hundred three thousand nine hundred eighty-three United States dollars and sixty-four cents (USD 303,983.64), by issuing a maximum of one million six hundred eighty-eight thousand seven hundred ninety-eight (1,688,798) Shares (the “LTI Issuances”);

5.3.3 issuances of Shares in the context of an offering of its Shares or Depository Receipts (as this term is defined below) by the Company and listing of such Shares or Depository Receipts by the Company on the Main Market of the OSE, whereby the Board shall be authorised to utilise the Authorised Share Capital to increase the share capital of the Company, once or more, by a maximum amount of sixty-eight thousand one hundred eighty-five United States dollars and twenty-six cents (USD 68,185.26), by issuing a maximum of three hundred seventy-eight thousand eight hundred seven (378,807) Shares (the “Uplisting Issuances”);

5.3.4 issuances of Shares, with or without consideration, for the purpose of settling in part the cash entitlements of eligible Board members under the management incentive plan previously approved by the shareholders (the “BoD MIP”), by way of delivery of Shares in lieu of cash payment to such eligible Board members and to issue Shares to the Board members, management of the Company and other eligible persons in connection with the management incentive plan (the “MIP”), once or more, by a maximum amount of one hundred fifty-three thousand five hundred twenty-seven United States dollars and four cents (USD 153,527.04), by issuing a maximum of eight hundred fifty-two thousand nine hundred twenty-eight (852,928) Shares (the “MIP Shares Issuances”, and together with the Warrant Share Issuances, the LTI Issuances and the Uplisting Issuances, the “Authorised Share Capital Issuances”).

5.4 For a period of five (5) years starting from (i) as regards articles 5.3.1 and 5.3.2 above, the date of the deed of amendment dated 19 June 2025 amending the Authorised Share Capital and (ii) as regards articles 5.3.3 and 5.3.4 above, the date of the deed of amendment dated 14 April 2026 amending the Authorised Share Capital, and within the limits of the Authorised Share Capital set out under Article 5.3 and further subject to Article 5.7, the Board is authorised (i) to increase the current share capital of the Company one or more times by the issuance of any of the above-mentioned new Shares, with or without share premium, against payment in cash or in kind, by conversion of claims on the Company or share premium or in any other manner (including for free); and (ii) to limit or cancel the preferential subscription rights of existing shareholders otherwise applicable to such issuance-, it being understood that the authorization to issue Shares without consideration as set out in article 5.3.4 shall automatically entail, for the benefit of the beneficiaries of the free shares, a waiver by the existing shareholders of their preferential subscription rights as per the Law.

5.5 After each increase of the Company's share capital according to the above, these Articles shall be amended to reflect such an increase. The Board is expressly authorised to delegate to any natural or legal person ~~to authorise~~the authority to receive payment for Shares, to ~~have registered~~proceed to increases of share capital ~~pursuant to a total or partial increase of~~under the Authorised Share Capital as well as to proceed to the corresponding amendments of Articles 5.1, 5.2 and 5.3 hereof to reflect such increase, and to take all actions necessary or desirable for the execution, filing and/or publication of such amendments in accordance with the Law.

5.6 The subscribed share capital and the Authorised Share Capital of the Company may be increased or reduced by a resolution of the general meeting of shareholders of the Company, adopted in compliance with the requirements for an amendment of the Articles as set forth in Article ~~22.14~~20.14.

5.7 The Warrants shall be exercisable in exchange for Shares in the context of a Specified Qualifying Liquidity Event, subject to and in accordance with the terms of the Restated Warrant Agreement, whereby, for the avoidance of doubt, the Shares issued on exercise of the Warrants shall be registered in the Register of the Company and records of the Company immediately prior to the consummation of a Liquidity Event, provided such Liquidity Event is considered a Specified Qualifying Liquidity Event and any issuance of Shares from the Authorised Share Capital in relation thereto is conditioned upon the subsequent consummation of such Specified Qualifying ~~Liquidity~~Liquidity Event.

5.8 Without prejudice to and notwithstanding article 5.3.2, the Board is authorised, subject to establishing performance criteria, to allocate cash payments to employees and corporate officers (including directors) and directors of the Company as incentive compensation.

5.9 The Shareholders shall have preemptive subscription rights upon the issuance of Shares in accordance with the laws of the Grand Duchy of Luxembourg. However, ~~no~~the Board is authorized to limit or cancel preemptive subscription rights ~~shall apply to the issuance of Shares following the exercise of a Warrant or made in accordance with the terms of the LTI~~in connection with the Authorised Share Capital Issuances.

Art. 6. ~~Art. 6~~ Shares

6.1 A register of the shareholders of the Company (the "**Register**") shall be maintained at the registered office of the Company. The Company shall consider the person in whose name the Shares are recorded in the Register to be the owner of the Shares.

6.2 Where Shares are recorded in the Register on behalf of one or more persons (the **Holder**s or each a **Holder**) in the name of a securities settlement system or the operator of such system, or in the name of a professional depository of securities, or any other depository (such system, professional or other depository, being referred to as **Depository**) or of a sub-depository designated by one or more Depositories, the Company, subject to it having received from the Depository with which those Shares are kept in account, satisfactory evidence of the underlying ownership of Shares by those Holders and their authority to vote the Shares, will permit those persons to exercise all rights attaching to those Shares, by allowing the Holders to exercise such rights on behalf of the Depository, including admission to and voting at general meetings. A Depository may accept a transfer to it of Shares and be registered in the Register as the legal owner thereof, and in exchange for

such transfer issue to the transferring shareholder(s) a number of depository receipts equal to the number of Shares transferred to it (**Depository Receipts**), the issuance of such Depository Receipts being subject to the laws of the jurisdiction in which such Depository is established. The Depository shall, in such circumstances, either allow the Holders to exercise their voting right on behalf of the Depository or vote the Shares registered in its name in accordance with the instructions received by it from the holders of Depository Receipts, such persons being included within the meaning of the defined term **Holders** for the purposes of these Articles. A notice may be given by the Company to Holders by giving such notice to the Depository whose name is listed in the Register in respect of the Shares, and any such notice shall be regarded as proper notice to all Holders. Notwithstanding the foregoing, the Company shall make payments, by way of dividends or otherwise, in cash, shares or other assets as permitted pursuant to these Articles, only to the Depository or sub-depository recorded in the Register or in accordance with its instructions, and such payment by the Company shall release the Company from any and all obligations in respect of such payment.

6.3 The Shares of the Company may be divided into fractions, where each fraction is equal to a portion of a Share (a "**Fractional Share**"). Any holder of a Fractional Share who holds an amount of Fractional Shares equal to one (1) full Share can request the conversion of such Fractional Shares into one (1) full Share.

6.4 Subject to the provisions of Article ~~6.16.1~~ above, the Shares or Fractional Shares are indivisible vis-à-vis the Company, which shall authorise only one legal owner per Share or Fractional Share. Owners per indivisum must be represented vis-à-vis the Company by one single person in order to be able to exercise their voting rights, if applicable.

6.5 Each Share entitles its shareholder or, indirectly its Holder, as the case may be, to one vote at the general meeting of shareholders. For the avoidance of doubt, Fractional Shares carry no voting rights at the general meetings of shareholders of the Company, unless a number of Fractional Shares equals one (1) full Share. Each Share shall, subject to the other provisions of these Articles, carry equal economic rights. The Shares will be uncertificated and are and shall remain in registered form, each representing the same fraction of the Company's share capital.

6.6 In addition to the share capital, there may be set up a premium account into which any premium paid on any Share in addition to its par value is transferred. Any share premium paid in respect of any Shares upon their issuance shall be allocated to such general share premium account of the Company. The amount of the said general share premium account will constitute freely distributable reserves of the Company. The amount of the premium account may, for example, be used to provide for the payment of any Shares which the Company may repurchase from its shareholders, to offset any net authorised losses or to make distributions to the shareholders, such list being a non- exhaustive list of the purposes for which the amount of the premium account may be used; provided, that any such use of the premium account shall be provided or allocated on a pro rata basis among the shareholders in a manner consistent with the required payment of dividends pursuant to Section VI.

6.7 The Company may maintain a general special equity reserve account (account 115 « *apport en capitaux propres non rémunéré par des titres* » of the Luxembourg Chart of Accounts provided for by the Grand Ducal regulation of 12 September 2019). The amount of said general special equity reserve account will constitute freely distributable reserves of the Company. Any amounts allocated to the special equity reserve account shall be allocated to the general special equity reserve account.

6.8 Within the limits and conditions set forth in the Law, the Company may repurchase the Shares or cause them to be repurchased by its subsidiaries.

6.9 The Board is authorised to demand from shareholders or Holders, and each of the shareholders or Holders shall undertake commercially reasonable efforts to cooperate and provide, any and all documents and information which the Company may require to enable the Company to comply with the following legal requirements, in each case to the extent applicable to the Company: (i) applicable know your client laws or regulations, (ii) anti-money laundering procedures and regulations, (iii) beneficial ownership declaration and filing obligations in accordance with the Luxembourg law of 13 January 2019 creating the register of beneficial owners, as amended from time to time, (iv) any other obligations provided by applicable law relating to identification and verification of the beneficial owners of the Company or as may be required by the Company to identify the nature and source of funding made available to the Company. The Board is further authorised to use and store such information for its internal processes and procedures and may use, process and disclose any such information to (i) any applicable governmental or regulatory authority as required by applicable law, and (ii) any professional service provider or financial service provider requiring such information from the Company for the same purposes as stated in this article ~~6~~[Art. 6](#); provided that such professional service provider or financial service provider shall exercise commercially reasonable efforts in accordance with industry practice to maintain the confidentiality of such information.

6.10 Where a shareholder or Holder fails to communicate the information requested by the Board in accordance with this article ~~6.9~~[6.9](#), within two (2) months from the date of such request, or communicates information which the Board has reasonable grounds to believe to be erroneous or incomplete (each such circumstance being referred to as a **KYC Breach**) the Board may suspend the voting rights of such person until it has fully complied with its obligations. In circumstances where a Holder commits a KYC Breach, and the Shares with respect to which the Holder has indirect voting rights are registered in the Register in the name of a Depository, the Board shall continue to recognise the voting rights with respect to all other Shares registered in such Depository's name [which are not held on behalf of the breaching Holder](#).

Art. 7. ~~Art. 7~~ **Transfer of Shares**

7.1 The Company's Shares and Depository Receipts issued by a Depository to a Holder in exchange for Company's Shares are freely transferrable.

7.2 A Transfer of Shares shall be carried out by the entry of a declaration of transfer in the Register, duly signed and dated by either:

- (i) both the transferor and the transferee or their authorised representatives; or
- (ii) any authorised representative of the Company,
- (iii) following a notification to, or acceptance by, the Company, in accordance with article 1690 of the Luxembourg Civil Code.

7.3 Any document recording the agreement between the transferor and the transferee, which is validly signed by both parties, may be accepted by the Company as evidence of a Transfer of Shares.

7.4 Confirmations that an entry has been made in the Register shall be provided to the shareholder(s) directly recorded as such in the Register upon request of such shareholder(s).

7.5 The Transfer of Depository Receipts shall be by book entry in the relevant Depository in accordance with the rules of that Depository.

7.6 All Transfers must be made in accordance with the terms and conditions set forth in these Articles.

Art. 8 Mandatory Takeover Offer

~~8.1 Upon occurrence of a Mandatory Takeover Offer Event, the Majority Holder shall be obliged to make an offer to all Minority Holders, to purchase all (and not less than all) the Securities held by them, directly or indirectly through a Depository, as the case may be, in accordance with the following provisions of this article 8 (the **Mandatory Takeover Offer**).~~

~~8.2 No later than ninety (90) days following the occurrence of a Mandatory Takeover Offer Event, the Majority Holder shall offer to purchase from each of the Minority Holders all the Securities that they hold, whether held directly or indirectly through a Depository (the **Mandatory Takeover Offer Notice**).~~

~~8.3 The Mandatory Takeover Offer Notice must include the following information:~~

~~(i) the number of Securities (indicating separately the number of Shares and Warrants as applicable);~~

~~(ii) the price per Security, which shall be equal to the higher of:~~

~~a. the price per Security paid with respect to Securities acquired pursuant to the Mandatory Takeover Offer Event; and~~

~~b. the average price per Security paid by the Majority Shareholder and/or its Affiliates for the Transfers or Subscriptions completed by the Majority Shareholder and its Affiliates in the twelve (12) month period preceding the Mandatory Takeover Offer Event.~~

~~(iii) the date and time by when the Minority Shareholder is requested to either accept or refuse the Mandatory Takeover Offer, which shall be no earlier than sixty (60) days following the Mandatory Takeover Offer but no later than ninety (90) days following the Mandatory Takeover Offer;~~

~~(iv) the date, time and location of the completion of the potential purchase, which shall occur no later than thirty (30) days following the date and time as provided under 8.3 (iii) subject to the acceptance of the purchase by the Minority Shareholder (the **Mandatory Takeover Closing Date**).~~

~~8.4 The Mandatory Takeover Offer shall be deemed an irrevocable offer by the Majority Holder to purchase all the Securities held by the Minority Holders (directly or indirectly through the Depository, as the case may be) under the terms and conditions as set out in the Mandatory Takeover Offer Notice.~~

~~8.5 Following the receipt of the Mandatory Takeover Offer Notice, the Minority Holder shall either accept or refuse in writing the Mandatory Takeover Offer, prior to the date as indicated in the Mandatory Takeover Offer Notice. For the avoidance of doubt, if the Minority Holder does not reply (directly or indirectly through the Depository, as the case may be), it shall be considered as a refusal of the Mandatory Takeover Offer.~~

~~8.6 The Minority Holders, who have accepted the Mandatory Takeover Offer, shall Transfer all their Securities~~

~~to the Majority Holders (directly or indirectly through the Depository, as the case may be) at the price and on the terms and conditions specified in the Mandatory Takeover Offer and undertake to:~~

~~(i) with respect to themselves only grant to the Majority Holder, representations and warranties in respect of (but only in respect of):~~

~~a. such Minority Holder's due authority to undertake (directly or indirectly through a Depository) the proposed Transfer; and~~

~~b. free and clear title to the Securities being Transferred (directly or indirectly through a Depository) by such Minority Holder.~~

~~it being understood that any Minority Holder shall only be liable for a breach of its own representations and warranties;~~

~~(ii) to execute any reasonable agreement or document (consistent with the terms of this Article 8) which effectuates the Transfer of the Securities to the Majority Holder on the Mandatory Takeover Closing Date; and~~

~~(iii) to deliver, or procure the delivery by the Depository of, to the Majority Holder, on or before the Mandatory Takeover Closing Date, any and all documents as may be reasonably required and consistent with the terms of this Article 8 to complete the actual Transfer of its Securities pursuant to the Mandatory Takeover Offer, duly completed and executed.~~

~~8.7 The purchase price shall be paid in cash exclusively, and the Majority Holder shall pay for the Securities subject to the Mandatory Takeover Offer by wire transfer of immediately available funds on the Mandatory Takeover Closing Date, the effectiveness of the transfer of Securities pursuant to the Mandatory Takeover Offer being subject to the completion of such wire transfer.~~

~~Art. 9 Squeeze-out~~

~~9.1 Upon occurrence of a Squeeze-Out Event, the Squeeze-Out Beneficiary shall be entitled to purchase and force all other holders of Securities (the **Squeeze-Out Sellers**) to sell to it all (and not less than all) the Securities held by them (directly or indirectly through the Depository, as the case may be) in accordance with the following provisions (the **Squeeze-Out**).~~

~~9.2 No later than ninety (90) days following the occurrence of a Squeeze-Out Event, the Squeeze-Out Beneficiary shall have the right to notify the Squeeze-Out Sellers of its intention to purchase all the Securities that they hold (directly or indirectly through a Depository, as the case may be) (the **Squeeze-Out Notice**), in which case the Squeeze-Out Sellers shall sell to the Squeeze-Out Beneficiary all (and not less than all) the Securities they hold (directly or indirectly through the Depository, as the case may be). Upon receipt of the Squeeze-Out Notice, the Squeeze-Out Sellers may continue to Transfer their Securities (directly or indirectly through the Depository, as the case may be) provided that such Securities are transferred subject to the Squeeze-Out.~~

~~9.3 The Squeeze-Out Notice must include the following information:~~

~~(i) the number of Securities (indicating separately the number of Shares and Warrants as applicable);~~
~~(ii) the price per Security, which shall be at least equal to the highest price paid for a Security by the Squeeze-out Beneficiary and/or its Affiliates during the six month period prior to the Squeeze-Out Event, and, absent any such price, shall be equal to the fair market value as determined by the Squeeze-Out Beneficiary. If a Squeeze-Out Seller reasonably considers that the price per Security does not reflect the fair market value of the Security as at the date of the Squeeze-Out Event, such Squeeze-Out Seller may by written request within ten (10) days of the date of issuance of the Squeeze-Out Notice, require that a valuation report be prepared at the expense of the Squeeze-Out Beneficiary by an expert of the the Squeeze-Out Beneficiary's choice that is independent of any concerned parties and free of conflicts and which expert does not need to be an approved statutory auditor ("réviseur d'entreprises agréé") (the **Expert**). The price as determined by such Expert shall be final and binding; and~~

~~(iii) the date, time and location of the completion of the purchase, which shall occur no later than thirty (30) days following the date of delivery of the Squeeze-Out Notice (the **Squeeze-Out Closing Date**).~~

~~9.4 The Squeeze-Out Notice shall be deemed to constitute an irrevocable offer by the Squeeze-Out Beneficiary to purchase all the Securities held by the Squeeze-Out Sellers under the terms and conditions of the Squeeze-Out Notice, directly or indirectly through the Depository, as the case may be.~~

~~9.5 The Squeeze-Out Sellers shall Transfer all their Securities to the Squeeze-Out Beneficiary at the price and on the terms and conditions specified in the Squeeze-Out Notice and undertake to:~~

~~(i) grant to the Squeeze-Out Beneficiary, representations and warranties in respect of (but only in respect of):~~

- ~~a. such Squeeze-Out Seller's due authorisation to, directly or indirectly, undertake the proposed Transfer; and~~
- ~~b. free and clear title of its Securities being Transferred by such Squeeze-Out Seller.~~

~~It being understood that any Squeeze-Out Seller shall only be liable for a breach of its own representations and warranties;~~

~~(ii) execute any reasonable agreement or document (consistent with the terms of this Article 9) to effectuate the Transfer of the Company Securities to the Squeeze-Out Beneficiary; and~~

~~(iii) deliver, or procure the delivery by the Depository, to the Squeeze-Out Beneficiary, at the Squeeze-Out Closing Date, all transfer documents and other necessary documents duly completed and executed, in each case, that are reasonably required and are consistent with the terms of this Article 9 to complete the actual Transfer of its Securities pursuant to the Squeeze-Out.~~

~~9.6 The purchase price shall be paid in cash exclusively, and the Squeeze-Out Beneficiary shall pay for the Securities subject to the Squeeze-Out by wire transfer of immediately available funds on the Squeeze-Out Closing Date, the effectiveness of the transfer of Securities pursuant to the Squeeze-Out being subject to the completion of such wire transfer. If a Squeeze-Out Seller has failed to take the necessary actions to Transfer the Securities, the Securities held by such Squeeze-Out Seller shall automatically be considered Transferred to~~

~~the Squeeze-Out Beneficiary on the Squeeze-Out Closing Date if the Squeeze-Out Buyer has deposited the payment to a bank account with separation rights for the such Squeeze-Out Seller(s), the Squeeze-Out Notice constituting the operative transfer instrument.~~

~~9.7 — In case of any disagreement on the price to be paid for the Securities, transfer of ownership shall be completed pursuant to art 9.6, with any adjustment in such price to be paid from/to the Squeeze-Out Seller following a final determination of the price by the relevant Expert.—~~

III. MANAGEMENT

Art. 8. ~~Art. 10~~ Board.

8.1 ~~10.1~~ The Board shall be composed of a maximum of seven (7) members out of which at least two (2) members shall be professionally residing in the Grand Duchy of Luxembourg (**Luxembourg Directors**) and at least five (5) members, including the two (2) Luxembourg Directors, shall be independent directors (the **Independent Directors** and each an **Independent Director**). The size of the Board may be increased only in compliance with the requirements for an amendment of the Articles as set forth in Article ~~22.14~~20.14.

8.2 An **Independent Director** shall be a director who, during his/her mandate as member of the Board, does not have (i) any material or significant business relationship with the Company, (ii) any family relationship with any member of the Executive Management, or (iii) any other relationship with the Company or any shareholder holding five percent (5%) or more of the share capital of the Company or members of the Executive Management which could reasonably be expected to impair the independence of such director's judgment.

8.3 ~~10.2~~ The shareholders shall— appoint the Luxembourg Directors from a list of candidates proposed by a corporate services firm designated by a majority of the holders of the Shares, it being understood that two Luxembourg Directors shall be considered as Independent Directors.

8.4 ~~10.3~~ The shareholders shall appoint the remaining Directors (other than the two Luxembourg Directors who are appointed in accordance with article ~~10.28~~3 of the Articles) from a list of candidates proposed by the Board, and which indicates which candidates are proposed as Independent Directors.

8.5 ~~10.4~~ The directors are appointed for a renewable period not exceeding two (2) years by the general meeting of shareholders. A director may be removed prior to the expiration of such director's term with or without cause by the general meeting of shareholders deciding ~~(i) until the Listing in compliance with the requirements for an amendment of the Articles as set forth in Article 22.14 and (ii) as from the Listing~~ in compliance with article ~~22.13~~20.13.

8.6 ~~10.5~~ The Board shall elect from among its members a chairman by a vote of the majority of its members.

8.7 ~~10.6~~ No person shall be appointed as a director of the Company unless he or she has consented in writing (including e-mail) to act as a director.

8.8 ~~10.7~~ A director does not need to be a shareholder and must be an individual. A legal entity may

not be appointed as director.

8.9 ~~10.8~~ If the office of a director becomes vacant for any reason, the other directors, acting by a simple majority, may fill the vacancy on a provisional basis until a new director is appointed at the next general meeting of shareholders in accordance with this article ~~10.8~~; provided that such provisional appointment due to a vacancy of director is made, in satisfaction of the requirements under article ~~10.1~~8.1 of the Articles.

8.10 ~~10.9~~ The remuneration of the directors shall be fixed by the general meeting of the shareholders.

Art. 9. ~~Art. 11~~ Meetings of the Board.

9.1 ~~11.1~~ The chairman of the Board shall be the chairman of the Board meetings. If the chairman of the Board is not present at the meeting, his or her functions shall be performed temporarily by another director appointed by him or her or if no director has been appointed by the chairman his or her functions shall be performed temporarily by another director appointed by the directors present at the meeting.

9.2 ~~11.2~~ The frequency of the meetings shall be determined so as to ensure effectiveness of the Board's activities.

9.3 ~~11.3~~ Notwithstanding the foregoing, a decision of the Board may also be taken by written resolution of the directors. Such resolution must be signed by each and every director and taken unanimously. The date of such decision shall be the date of the last signature.

9.4 ~~11.4~~ The Board may be convened upon a call by the chairman or by two-thirds of its members.

9.5 ~~11.5~~ Written notice of any meeting of the Board shall be given to all directors at least five (5) days in advance of the date set for such meeting, except in the case of an emergency, in which case the nature and circumstances of such shall be set out in the notice. No such written notice is required if all the members of the Board are present or represented during the meeting. Separate written notice shall not be required for meetings that are held at times and places prescribed in a schedule previously adopted by decision of the Board.

9.6 ~~11.6~~ Any member of the Board may act at any meeting of the Board by appointing, in writing whether in original, ~~by telefax,~~ or e-mail, another director as his or her proxy.

9.7 ~~11.7~~ Any director may participate in a meeting of the Board by conference call, video conference or similar means of communications equipment whereby all persons participating in the meeting can hear and speak to each other and properly deliberate, and participating in a meeting by such means shall constitute presence in person at such meeting.

Art. 10. ~~Art. 12~~ Decisions of the Board.

10.1 ~~12.1~~ The Board may validly deliberate if a quorum of directors is present or represented at such board meeting. A quorum shall be deemed to be reached if the majority of the Company's directors (at least three of whom are Independent Directors) is present or represented. Subject to Articles ~~12.2~~10.2 and ~~12.3~~10.3 below, decisions taken by the Board shall require the vote of the majority of the directors present or represented.

10.2 ~~12.2~~—In the event that at any meeting the number of votes for and against a decision is tied, the chairman of the Board shall have a casting vote.

10.3 ~~12.3~~—The Board may resolve that a Liquidity Event is a Qualifying Liquidity Event following which such Qualifying Liquidity Event shall be submitted to the general meeting of shareholders before such Qualifying Liquidity Event may be implemented, with the relevant quorum and majority for any such decision being that applicable to an amendment of these Articles pursuant to Section ~~22.13~~20.13 hereof.

10.4 ~~12.4~~—In case of a conflict of interest as defined in ~~Article 18~~Art. 16 hereof, the conflicted director(s) shall be excluded for the purposes of calculating the quorum requirement.

Art. 11. ~~Art. 13~~ Powers of the Board.

The Board, shall have the most extensive and broadest powers to administer, manage and act on behalf of the Company and all powers not specifically reserved to the general meeting by the Law or by these Articles (it being understood that the Reserved Matters are so reserved to the general meeting by ~~Article 23~~Art. 21 hereof), provided that the Board is authorized to delegate the day-to-day management, and the power to represent the Company in this respect, to one or more directors, officers, managers or other agents.

Art. 12. ~~Art. 14~~ Binding signatures.

12.1 ~~14.1~~—The Company will be bound towards third parties by the joint signatures of no less than two directors.

12.2 ~~14.2~~—The Company shall also be bound towards third parties by the joint or single signature of any person(s) to whom special signatory powers have been delegated by the Board, within the limits of such power.

Art. 13. ~~Art. 15~~ Day-to-day management.

13.1 ~~15.1~~—The Board may delegate special or limited powers to one or more persons for specific matters.

13.2 ~~15.2~~—The Board is authorized to delegate the day-to-day management, and the power to represent the Company in this respect, to one or more directors, officers, managers or other agents, whether shareholders or not, acting either individually or jointly. If the day-to-day management is delegated to one or more directors, the Board must report to the annual General Meeting any salary, fee and/or any other advantage granted to those director(s) during the relevant financial year.

Art. 14. ~~Art. 16~~ Committees

14.1 ~~16.1~~—The Board, acting by a majority, may create one or more committees required by law or otherwise, and select its members either from among the directors or outside thereof, or both, and determine their composition, purpose and functioning.

14.2 ~~16.2~~—All committees created by the Board may act by a majority of the committee members present at a

meeting of such committee where a majority of such committee's members are present.

14.3 ~~16.3~~ The Board must establish a Nomination and Remuneration Committee (the "**Nomination and Remuneration Committee**") and an Audit and Risks Committee (the "**Audit and Risks Committee**").

14.4 ~~16.4~~ In addition to any responsibilities conferred on it by applicable law, if any, the primary function of the Nomination and Remuneration Committee is to assist the Board in verifying compliance with the criteria and procedures for candidate directors in accordance with these Articles, and to opine on, recommend and oversee implementation of remuneration policies for the Company's executives and directors.

14.5 ~~16.5~~ In addition to any responsibilities conferred on it by applicable law, if any, the primary function of the Audit and Risks Committee is to assist the Board in overseeing the integrity of the Company's financial statements, the selection and appointment process of the Company's auditors and the performance of the Company's internal audit function and independent auditors (insofar as such are appointed). The Audit and Risks Committee is also responsible for overseeing the Company's risk management policies and procedures.

14.6 ~~16.6~~ The members of the Nomination and Remuneration Committee and the Audit and Risks Committee shall be appointed by the Board and shall consist of at least three members, the majority of whom shall be Independent (Independence to be construed mutatis mutandis according to the meaning of 'Independent Director'). The Board shall designate ~~one member of each committee as its~~ the chairperson of the Nomination and Remuneration Committee, whereas the chairperson of the Audit and Risks Committee shall be appointed by its members. The chairperson shall be Independent.

14.7 ~~16.7~~ Each committee shall meet as often as it determines necessary to carry out its duties, but not less frequently than quarterly. Meetings of each committee may be called by the chairperson of the committee or by a majority of the committee members.

14.8 ~~16.8~~ Each committee shall have the authority to retain and terminate any advisors, including legal counsel and other experts, as it deems necessary to fulfill its duties and responsibilities, and shall have sole authority to approve the fees and other retention terms of such advisors.

14.9 ~~16.9~~ Additional provisions on the composition and the powers of such committees, the terms of the appointment, removal, remuneration and duration of the mandate of its/their members, as well as its/their rules of procedure are determined by the Board in compliance with applicable law.

Art. 15. ~~Art. 17~~ **Liability – Indemnification.**

15.1 ~~17.1~~ The directors assume, by reason of their position, no personal liability in relation to any commitment validly made by them in the name of the Company; provided those commitments comply with the ~~the~~ Articles and the Law.

15.2 ~~17.2~~ The Company shall, to the extent permitted by law, indemnify any director or officer and his/her heirs, executors and administrators, against any damages or compensations to be paid by him/her or expenses or costs reasonably incurred by him/her, as a consequence or in connection with any action, suit or proceeding to which he/she may be made a party by reason of his/her being or having been a director or officer of the Company, or, at the request of the Company, of any other Entity of which the Company is a shareholder or creditor and by which he/she is not entitled to be indemnified, except in relation to matters as to which he/she

shall be finally adjudged by a court of competent jurisdiction in such action, suit or proceeding to be liable for gross negligence, fraud or ~~willful~~wilful misconduct. The foregoing right of indemnification shall not exclude other rights to which such director or officer may be entitled, including pursuant to any separate indemnification agreement entered into between the Company and such director or officer.

15.3 ~~17.3~~ The Company may, to the extent permitted by law, indemnify any employee or agent of the Company and his/her heirs, executors and administrators, against any damages or compensations to be paid by him/her or expenses or costs reasonably incurred by him/her, as a consequence or in connection with any action, suit or proceeding to which he/she may be made a party by reason of his/her being or having been an agent or employee of the Company, or, at the request of the Company, of any other Company of which the Company is a shareholder or creditor.

Art. 16. ~~Art. 18~~ Conflict of Interest.

16.1 ~~18.1~~ Save as otherwise provided by the Law, any director who has, directly or indirectly, a financial interest potentially conflicting with the interest of the Company in connection with a transaction falling within the competence of the Board, must inform the Board of such potential conflict of interest and must have his declaration recorded in the minutes of the board meeting. The relevant director may not take part in the discussions relating to such transaction or vote on such transaction. Any such conflict of interest must be reported to the next general meeting of shareholders prior to such meeting taking any resolution on any other item.

16.2 ~~18.2~~ Where, by reason of a conflicting interest, the number of directors required in order to validly deliberate is not met, the board of directors may decide to submit the decision on this specific item to the general meeting of shareholders.

16.3 ~~18.3~~ The conflict of interest rules shall not apply where the decision of the board of directors relates to day-to-day transactions entered into under normal conditions.

16.4 ~~18.4~~ The daily manager(s) of the Company, if any, are mutatis mutandis subject to articles ~~18.1~~16.1 to ~~18.3~~16.3 of these Articles, provided that if only one (1) daily manager has been appointed and is in a situation of conflicting interests, the relevant decision shall be adopted by the board of directors.

IV. SHAREHOLDER(S).

Art. 17. ~~Art. 19~~ Powers of the General Meeting of the Shareholders.

Any regularly constituted meeting of the shareholders of the Company shall represent the entire body of shareholders of the Company.

Art. 18. ~~Art. 20~~ Annual general meeting of the Shareholders.

18.1 ~~20.1~~ The annual general meeting of the shareholders of the Company shall be held, in accordance with Luxembourg law, in Luxembourg at the address of the registered office of the Company or at such other place in the municipality of the registered office as may be specified in the convening notice of the

meeting.

18.2 ~~20.2~~ The annual general meeting of the shareholders of the Company may be held abroad if, in the absolute and final judgment of the Board, exceptional circumstances so require.

Art. 19. ~~Art. 21~~ **Other meetings of the Shareholders.**

Other meetings of the shareholders of the Company may be held at such place and time as may be specified in the respective convening notices of the meeting.

Art. 20. ~~Art. 22~~ **Procedure, Vote.**

20.1 ~~22.1~~ The Company shall give written notice of any general meeting to all shareholders by means of a registered letter or any other means of communication individually accepted by their addressees at least eight (8) days prior to, and no more than sixty (60) days prior to, the date of the meeting, except if waived by the unanimity of the shareholders. For the avoidance of doubt, notifications given through the Kroll Inc. operated notification system shall be considered as such other means of communication, provided the respective shareholder has accepted to be notified by Kroll Inc. through such system. In case the Shares or Depository Receipts are listed ~~in~~on a foreign regulated market or MTF, the notices shall follow the market practices in such country regarding publicity of the convening of a general meeting of shareholders.

20.2 ~~22.2~~ Any holders of bonds issued by the Company may not attend any general meeting of shareholders; provided, that this Article ~~22.2~~20.2 shall not apply to any holders of bonds issued by the Company who also hold Shares.

20.3 ~~22.3~~ If all the shareholders of the Company and Holders (acting through the Depository), as the case may be, are present or represented at a meeting of the shareholders of the Company, and consider themselves as being duly convened and informed of the agenda of the meeting, the meeting may be held without prior notice.

20.4 ~~22.4~~ If and for so long as Shares ~~are Listed~~or Depository Receipts are listed on a foreign regulated market or MTF, all shareholders recorded in the Register are entitled to be admitted to the meeting of the shareholders of the Company; provided however, that the Board may determine a date and time preceding the meeting of the shareholders of the Company as the record date for admission such that only shareholders registered in the Register on such date shall be admitted to the meeting (the **Record Date**) and only Holders registered as holders of Depository Receipts at the level of a Depository, to the extent applicable, shall be permitted to vote via the Depository; such Record Date may not be less than five (5) days before the date of such meeting. The Board may determine all other conditions that must be fulfilled in order to take part in the meeting of the shareholders of the Company.

20.5 ~~22.5~~ Such convening notice shall include the date, time, place and agenda of the meeting.

20.6 ~~22.6~~ Irrespective of the agenda, the Board may adjourn any ordinary general meeting or extraordinary general meeting in accordance with the formalities and time limits stipulated for by Law.

20.7 ~~22.7~~ General meetings are presided over by the chairman of the Board or by a person designated by said chairman, or in the absence thereof, by a chairman elected by the general meeting who shall be a member of the Board. The chairman of the meeting will appoint a scrutineer to keep the attendance list. The bureau of the

general meeting so constituted shall designate the secretary.

20.8 ~~22.8~~ A shareholder may act at any meeting of the shareholders of the Company by appointing another person as its proxy in writing, whether in original, ~~by telefax,~~ or email.

20.9 ~~22.9~~ The instrument appointing a proxy shall be produced at the place appointed for the meeting before the time for holding the meeting at which the person named in such instrument proposes to vote. The convening notice shall contain other details with regard to the requirements of the instrument appointing a proxy.

20.10 ~~22.10~~ At the discretion of the Board and if provided for in the relevant convening notice, a shareholder may participate in a meeting of the shareholders of the Company by conference call, by videoconference, or similar means of communications equipment whereby all persons participating in the meeting can hear and speak to each other and properly deliberate, and participating in a meeting by such means shall constitute presence in person at such meeting, including for purposes of determining quorum.

20.11 ~~22.11~~ Shareholders may vote by correspondence, by means of a form to be provided by the Company which shall at least include the following information: location, date, and time of the meeting; the name, address and any other pertinent information concerning the shareholder; the number of Shares held by such shareholder; the agenda for the meeting; the texts of the proposed resolutions; the option to cast a positive or negative vote or to abstain; the option to vote by proxy for any new resolution or any modification of the resolutions that may be proposed during the meeting or announced by the Company after the shareholder's submission of the form provided by the Company. The forms for voting by correspondence should be received at the Company no later than the day preceding the fifth (5th) day before the date of the general meeting of shareholders unless the Company fixes a shorter or longer period. Duly completed forms received by the Company in accordance with the aforementioned conditions shall be counted when determining a quorum at such general meeting of shareholders. The Board shall adopt all other regulations and rules concerning the participation in the meeting and forms to be used to vote by correspondence.

20.12 ~~22.12~~ The Company shall recognize any voting arrangements or undertakings agreed in these Articles or any shareholders agreement, to the extent that such voting arrangements are not in conflict with the provisions of article 450-2 of the Law.

20.13 ~~22.13~~ Resolutions to be adopted at ordinary general meetings of shareholders (except as otherwise provided herein) shall be passed by a simple majority vote, regardless of the proportion of share capital represented.

20.14 ~~22.14~~ These Articles may only be amended (except as otherwise provided for herein) and a Qualifying Liquidity Event and/or a Reserved Matter may only be approved by votes validly cast at a general meeting, which represent at least two thirds of the Company's issued share capital. The agenda for such a meeting shall indicate the proposed amendments to the Articles, including the text of any proposed amendment to the Company's object or form, or a description of the Qualifying Liquidity Event or the Reserved Matter, as applicable. Each shareholder shall vote in favour of any and all amendments to the Articles as may be required, in order to renew from time to time, before it expires, the authorization granted to the Board under Articles 5.3 and 5.4, to, in accordance with the terms of the applicable Warrants in effect as of 12 December 2024, issue Shares from time to time to the holders of the Warrants or in accordance with the MEP and (ii) to limit or cancel the preferential

subscription rights of existing shareholders otherwise applicable to such issuance for such purpose. If no quorum is reached in a meeting, a second meeting may be convened in accordance with the provisions of this ~~Article 22~~Art. 20 which may deliberate regardless of the quorum and at which resolutions are adopted at a majority of at least two thirds of the votes validly cast. Abstentions and nil votes shall not be taken into account.

20.15 ~~22.15~~ The commitments of the shareholders may only be increased with the unanimous consent of the shareholders.

20.16 ~~22.16~~ Minutes of the general meetings shall be signed by the members of the bureau of the meeting. Copies or excerpts of the minutes to be produced in court or elsewhere shall be signed in conformity with ~~article 14~~Art. 12 hereof.

20.17 ~~22.17~~ A shareholder may individually decide not to exercise, temporarily or permanently, all or part of his voting rights by means of formal waiver of its rights. The waiving shareholder is bound by such waiver and the waiver must be recognised by the Company upon notification. If voting rights are suspended or the exercise of the voting rights has been waived by one or several shareholders in accordance with this article, such shareholders may attend any General Meeting but the shares they hold shall not be taken into account for the determination of the conditions of quorum and majority to be complied with at the General Meeting.

Art. 21. ~~Art. 23~~ Reserved Matters

21.1 ~~23.1~~ The Company shall not take any action with respect to any matter referred to under article ~~23.2~~21.2 (the **Reserved Matters**) without the prior approval of the shareholders of the Company, acting in accordance with article ~~22.14~~20.14 of the Articles.

21.2 ~~23.2~~ The following decisions are Reserved Matters:

- (i) any acquisition or series of related acquisitions by the Company, or by any of its direct or indirect subsidiaries, of assets (including by way of merger, consolidation or otherwise) having an aggregate value greater than one hundred million United States Dollars (USD 100,000,000);
- (ii) any sale, transfer, lease, exchange, encumbrance or other disposition of assets (any of the foregoing a “**disposition**”) held by the Company, or any of its direct or indirect subsidiaries, in one or more related transactions (including by way of merger, consolidation or otherwise), having an aggregate value greater than one hundred million United States Dollars (USD 100,000,000); and
- (iii) consolidation or combination of the Company with or into another entity, whether by means of a merger, consolidation, share exchange, or any other similar transaction or series of transactions, whether or not the Company is the surviving entity,

provided that, for the avoidance of doubt, (i) any acquisition or disposition under clause (i) or (ii) above between the Company and any of its direct or indirect subsidiaries or between such subsidiaries, in each case, in the ordinary course of business and (ii) any investment in an operational asset of the Group owned by the Company or its subsidiaries on 12 December 2024 (or any expenses related to such assets), shall in no circumstance be a Reserved Matter.

V. EXTERNAL AUDITORS

Art. 22. ~~Art. 24~~ **External auditors.**

22.1 ~~24.1~~ The operations of the Company shall be supervised by one or several statutory auditors (*commissaire(s)*). The general meeting of shareholders shall appoint the statutory auditor(s) and shall determine their term of office, which may not exceed six (6) years.

22.2 ~~24.2~~ When so required by law, the Company's operations shall be supervised by one or more supervisory auditors (~~reviseurs d'entreprises~~ réviseur(s) d'entreprise(s) agréé(s)).

22.3 ~~24.3~~ A statutory auditor may be removed at any time, without notice and with or without cause, by the general meeting of shareholders.

22.4 ~~24.4~~ If the general meeting of shareholders of the Company appoints one or more supervisory auditors (~~reviseur~~ réviseur(s) d'entreprises agréé(s)) in accordance with article 69 of the law of 19 December 2002 regarding the trade and companies' register and the accounting and annual accounts of undertakings, as amended, the institution of statutory auditors is no longer required.

VI. ACCOUNTING YEAR, ALLOCATION OF PROFITS

Art. 23. ~~Art. 25~~ **Financial Year.**

The accounting year of the Company shall begin on the first of January and shall terminate on the thirty-first of December of each year.

Art. 24. ~~Art. 26~~ **Appropriation of profits.**

24.1 ~~26.1~~ After deduction of any and all of the expenses of the Company and the ~~authorised~~ amortisation, the credit balance represents the net profit of the Company.

24.2 ~~26.2~~ Of the net profit, five percent (5.00%) shall be appropriated for the legal reserve; this deduction ceases to be compulsory when the reserve amounts to ten percent (10.00%) of the capital of the Company. However, if the reserve subsequently falls below ten percent (10.00%) of the capital of the Company, five percent (5.00%) of the net profit must again be appropriated for the legal reserve.

24.3 ~~26.3~~ The balance of the net profit is at the disposal of the general meeting of shareholders, which may decide on the payment of a dividend, to transfer the balance to a reserve account, or to carry it forward in accordance with the applicable legal provisions.

24.4 ~~26.4~~ Interim dividends or other reserves (including share premiums but excluding the legal reserve) may be distributed at any time in compliance with the Law, under the following conditions:

- (i) ~~(iv)~~ the Board draws up interim accounts;
- (ii) ~~(v)~~ the interim accounts show that sufficient profits and other reserves (including share premiums) are available for distribution; it being understood that the amount to be distributed may not exceed the profits made since the end of the prior financial year for which the annual accounts have been approved, if any, increased by any undistributed profits carried forward and distributable reserves, and reduced by any losses carried forward

and sums to be allocated to any legal or a statutory reserve;

(iii) ~~(vi)~~ the decision to distribute interim dividends or other reserves (including share premiums except for the legal reserve), shall be made by the Board within two (2) months from the date of the interim accounts; and

(iv) ~~(vii)~~ in their report to the Board, the statutory auditors (*commissaires*) or the supervisory auditors (*reviseursréviseurs d'entreprises agréésagrés*), as applicable must verify whether the above conditions (i) to (iii) have been satisfied.

VII. DISSOLUTION, LIQUIDATION AND NOTICES

Art. 25. ~~Art. 27~~ Dissolution, Liquidation.

25.1 ~~27.1~~ The Company may be dissolved by a decision of the general meeting of shareholders in accordance with Article ~~3-2~~3.2 hereof. The liquidation will be carried out by one or more liquidators, natural or legal persons, appointed by the general meeting of shareholders, which will specify their powers and fix their remuneration.

25.2 ~~27.2~~ Subject to the other provisions of these Articles, the surplus resulting from the realization of the assets and the payment of the liabilities shall be distributed among the shareholders in proportion to the number of Shares of the Company held by them.

Art. 26. ~~Art. 28~~ Notices.

26.1 ~~28.1~~ Any notice, information or written statement to be given by the Company to the shareholders may be provided in any way by which it can reasonably be expected to reach each shareholder, including by electronic means, or by mail addressed to each shareholder at the address shown in the Register.

26.2 ~~28.2~~ Any summons, notice, order document, process, information or written statement to be served on the Company may be served by leaving it, or by sending it by registered mail addressed to the Company at its registered office, or by leaving it with, or by sending it by registered mail to, the registered agent of the Company.

26.3 ~~28.3~~ Service of any summons notice, order, document, process, information or written statement to be served on the Company may be proved by showing that the summons, notice, order, document, process, information or written statement was delivered to the registered office or the registered agent of the Company or that it was mailed in such time as to admit to its being delivered to the registered agent of the Company in the normal course of delivery within the period prescribed for service and was correctly addressed and the postage was prepaid.

VIII. APPLICABLE LAW.

Art. 27. ~~Art. 29~~ Applicable Law.

All matters not governed by the Articles are to be construed in accordance with the Law and all other applicable laws.

IX. MISCELLANEOUS.

Art. 28. ~~Art. 30~~ Definitions.

When used in these Articles, and unless otherwise defined herein, the following terms shall have the following meaning:

“**Affiliate**” means, with respect to any Entity, any other Entity that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Entity provided that the portfolio companies of an investment fund shall not be considered as "Affiliates" of such investment fund's management company or general partner;

“**Business Day**” means any day, other than a Saturday, a Sunday or other day on which commercial banks are, where relevant, authorized to close under the applicable Law of, or are in fact closed, in Luxembourg, Norway, New York, British Virgin Islands, Cayman Islands, São Paulo, London, or Rio de Janeiro.”

“**Control**” (including, with correlative meanings, the term “controlling,” “controlled by” and “under common control with”), as used with respect to any Entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Entity, whether through the ownership of voting securities, by agreement or otherwise. For the avoidance of doubt, a general partner/management company (*société de gestion*) is deemed to Control a limited partnership/*fonds professionnel de capital investissement* or *fonds commun de placement à risques* it manages or advises.

“**Entity**” means any legal entity, as well as any *société en participation*, *fonds commun de placement à risques* or *fonds professionnel de capital investissement*, limited partnership and any similar or equivalent organizations, having or not the legal personality.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

“**Executive Management**” means the group of individuals at the highest level of organizational management of the Company or its Affiliates who by virtue of their position as Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), Chief Information Officer (CIO), or other ~~other~~ C-Level executive, have the responsibility of managing the Company or a notable part of its affairs.

“**Issue Date**” means 10 June 2022.

“**Liquidity Event**” means, with respect to the Company, any of the following, directly or indirectly, in one transaction or a series of related transactions:-

- (i) any merger or consolidation (whether or not the Company is the surviving entity), other than a merger or consolidation of the Company with one or more of its 100% owned direct or indirect subsidiaries;
- (ii) any stock purchase, business combination, tender or exchange offer, or any other transaction, pursuant to which any “person” or “group” (as defined under Section 13(d) of the Exchange Act) would acquire or otherwise hold beneficial ownership of more than 50% of the Shares (other than a result of a merger or consolidation of the Company with one more of its 100% owned direct or indirect subsidiaries); or
- (iii) any sale, transfer, lease, exchange, encumbrance or other disposition of assets representing all or substantially all of the assets of the Company (including its subsidiaries, taken as a whole),

it being specified that a Liquidity Event shall not be triggered by ordinary course market purchases or sales by

any shareholders, provided, that, a transaction or series of transactions that would trigger any of the foregoing events shall be deemed not to be ordinary course transactions.

"Main Market of the OSE" means Euronext Oslo Børs (mainlist) or Euronext Expand which is a regulated market within the meaning of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments.

~~**"Listing"**~~ means the admission of the Company to trading of its Shares or depository receipts on Euronext Growth Oslo, a multilateral trading facility operated by the Oslo Stock Exchange or another marketplace.

~~**"Majority Holder"**~~ means the transferee or subscriber of a Transfer or Subscription triggering the Mandatory Takeover Offer Event, provided that a Depository shall not be a Majority Shareholder, irrespective of the number of shares registered in its name in the Register.

~~**"Mandatory Takeover Closing Date"**~~ has the meaning as set forth in article 8.4 (iv).

~~**"Mandatory Takeover Offer Event"**~~ means any Transfer or Subscription as a result of which a transferee or subscriber would come to own, together with its Affiliates, more than fifty (50%) per cent of the Securities (or other securities which may be convertible or exchangeable into the share capital of the Company) whether directly or, indirectly, including through the Depository in such transferee's or subscriber's capacity as a Holder (the ~~Ownership Threshold~~); provided that any Transfer or Subscription as a result of which a Depository reaches the Ownership Threshold shall not constitute a Mandatory Takeover Offer Event save where it also results in a Holder reaching the Ownership Threshold.

~~**"Mandatory Takeover Offer"**~~ has the meaning as set forth in article 8.1 **OSE** means Euronext Oslo Børs, a market operator in Norway.

~~**"Mandatory Takeover Offer Notice"**~~ has the meaning as set forth in article 8.2.

~~**"Minority Holders"**~~ means all holders of the Securities (whether directly or indirectly through the Depository) which is not a Majority Holder, but excluding the Depository.

"Qualifying Liquidity Event" means a Liquidity Event that has been approved by the Board.

"Reserved Matter" has the meaning as set forth in article ~~23~~21.

"Restated Warrant Agreement" shall mean, collectively, the warrant agreements, dated as of the Issue Date, relating to the Warrants (without giving effect to any amendment thereto).

"Securities" means, with respect to the Company, the Shares and/or the Warrants.

"Specified Qualifying Liquidity Event" has the meaning given in the Restated Warrant Agreement.

"SEC" means at any time, the Securities and Exchange Commission or any other federal agency at such time administering the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

~~**"Subscription"**~~ means any direct or indirect subscription for new Securities in the Company (including an indirect subscription for Shares via a subscription for Depository Receipts issued by the Depository).

~~**"Squeeze Out"**~~ has the meaning as set forth in article 9.1.

~~“Squeeze-Out Beneficiary” means the transferee or subscriber of a Transfer or Subscription, excluding a Depository, triggering the Squeeze-Out Event.~~

~~“Squeeze-Out Closing Date” has the meaning as set forth in article 9.3(iii).~~

~~“Squeeze-Out Event” means any Transfer or Subscription as a result of which a transferee or subscriber would come to own, together with its Affiliates, more than eighty (80)% of the Securities (or other securities which may be convertible or exchangeable into the share capital of the Company) whether directly or, indirectly, including through the Depository in such transferee’s or subscriber’s capacity as a Holder (the **SO Ownership Threshold**); provided that any Transfer or Subscription as a result of which a Depository reaches the SO Ownership Threshold shall not constitute a Squeeze-Out Event save where it also results in a Holder reaching the SO Ownership Threshold.~~

~~“Squeeze-Out Notice” has the meaning as set forth in article 9.2.~~

~~“Squeeze-Out Sellers” means all holders of the Securities (whether directly or indirectly through the Depository) other than the Squeeze-Out Beneficiary and the Depository.~~

“Transfer” means, whether voluntarily or involuntarily or by operation of law, directly or indirectly, a transfer sale, assignment, donation or gift.

“Warrants” shall mean warrants exercisable into Shares, as initially issued on the Issue Date and as amended and restated pursuant to the Restated Warrant Agreement.

SUIT LA TRADUCTION FRANÇAISE DU TEXTE QUI PRÉCÈDE :

I. FORME, NOM, OBJET, DURÉE, SIÈGE SOCIAL

Art. 1. Forme et nom.

La dénomination de la société est **Constellation Oil Services Holding S.A.** (la « **Société** »). La Société est une société anonyme, régie par les lois du Grand-Duché de Luxembourg relatives à une telle entité, et notamment par la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée (ci-après la « **Loi** ») et les présents statuts (ci-après les « **Statuts** »).

Art. 2. Objet.

2.1 La Société a pour objet l'acquisition et la détention de participations, au Luxembourg ou à l'étranger, dans toutes sociétés ou entreprises, sous quelque forme que ce soit, ainsi que la gestion et l'exploitation de ces participations. La Société pourra notamment acquérir par voie de souscription, d'achat et d'échange ou de toute autre manière, toutes actions, parts et autres titres de capital, obligations, débentures, certificats de dépôt et autres titres de créance et plus généralement tous titres et instruments financiers émis par quelque entité publique ou privée que ce soit, y compris les sociétés de personnes. Elle peut participer à la création, au développement, à la gestion et au contrôle de toute société ou entreprise. Elle peut également investir dans l'acquisition et la gestion d'un portefeuille de brevets ou d'autres droits de propriété intellectuelle de quelque nature ou origine que ce soit.

2.2 La Société peut emprunter sous quelque forme que ce soit. Elle peut émettre des notes, des obligations et des débentures et tout type de titres de créance qui peut être convertible et/ou des titres de participation. La Société peut prêter des fonds, y compris ceux résultant des emprunts et/ou des émissions de titres de créance, à ses filiales, à des sociétés affiliées ou à toute autre société. Elle peut également accorder une assistance financière, consentir des garanties et des sûretés en faveur de tiers pour garantir ses obligations ou celles de ses filiales, de sociétés affiliées ou de toute autre société sous son contrôle direct, indirect ou conjoint, qu'il soit unique ou partagé. La Société peut en outre nantir, céder, grever de charges ou autrement hypothéquer tout ou partie de ses actifs.

2.3 La Société peut, d'une manière générale, employer toutes les techniques et utiliser tous les instruments relatifs à ses investissements en vue de leur gestion efficace, y compris les techniques et instruments destinés à protéger la Société contre les créanciers, les fluctuations monétaires, les fluctuations des taux d'intérêt et autres risques.

2.4 La Société peut accorder toute forme d'assistance à toute entité affiliée, y compris le paiement des coûts ou dépenses encourus par ces entités affiliées, et les actionnaires de la Société sont des entités affiliées aux fins des présents Statuts. La Société peut accorder toute forme d'assistance à toute autre

société sous son contrôle direct, indirect ou conjoint, qu'il s'agisse d'un contrôle unique ou partagé, et la Société peut prendre toute mesure de contrôle et de supervision de ces sociétés. La Société peut également fournir des services de soutien aux entités du même groupe de sociétés auquel la Société appartient - y compris, mais sans s'y limiter, des services liés à la gestion de la trésorerie et aux relations avec les banques.

2.5 La Société peut effectuer toutes opérations commerciales, financières ou industrielles et toutes opérations de location ou autres portant sur des biens immobiliers ou mobiliers, de location ou autres.

Art. 3. Durée.

3.1 La société est constituée pour une durée illimitée.

3.2 La Société peut être dissoute à tout moment et avec ou sans motif par décision de l'assemblée générale des actionnaires à laquelle un quorum de plus de la moitié du capital social de la Société est présent ou représenté, adoptée par au moins deux tiers des voix des détenteurs des Actions en circulation.

Art. 4. Siège social.

4.1 Le siège social de la Société est établi à Luxembourg-ville au Grand-Duché de Luxembourg. Il peut être transféré à tout autre endroit au Grand-Duché de Luxembourg par une décision du conseil d'administration de la Société (le « **Conseil** ») qui peut modifier les Statuts ~~afin de refléter tout changement du siège social de la Société.~~

4.2 La Société peut établir des bureaux, filiales et succursales, tant au Luxembourg qu'à l'étranger, par décision du Conseil.

4.3 Lorsque le Conseil estime que des développements ou des événements extraordinaires de nature politique, sociale, économique ou militaire se sont produits ou sont imminents et que ces développements ou événements sont de nature à compromettre les activités normales de la Société à son siège social, ou la communication aisée entre le siège social et l'étranger, le Conseil peut transférer provisoirement le siège social à l'étranger jusqu'à la cessation complète des développements ou événements extraordinaires. Ces mesures provisoires n'auront aucun effet sur la nationalité de la Société qui, nonobstant le transfert provisoire de son siège social, restera une société luxembourgeoise.

II. CAPITAL, ACTIONS.

Art. 5. ~~Le capital~~Capital social.

5.1 Le capital social émis est fixé à quinze millions cent quatre-vingt-dix-neuf mille cent quatre-vingt-trois dollars américains et huit cents de dollar américain (USD 15.199.183,08) représenté par quatre-vingt-quatre millions quatre cent trente-neuf mille neuf cent six (84.439.906) actions ordinaires

nominatives d'une valeur nominale de dix-huit cents de dollar américain (USD 0,18), entièrement libérées et jouissant des droits conférés à ces actions par les présents Statuts (les « **Actions** »).

5.2 Le Conseil aura le droit d'augmenter le capital social de la Société à hauteur d'un montant maximal de ~~dix-sept~~deux millions trois cent ~~vingt-sept mille soixante-huit~~quarante-neuf mille cinq cent quatre-vingt-dix-sept dollars américains et ~~cinquante-six~~soixante-dix-huit cents de dollar américain (USD ~~17.327.068,56~~2.349.597,78), par l'émission d'un maximum de ~~onze millions huit cent vingt-et-un mille cinq cent quatre-vingt-six~~ ~~(11.821.586)~~treize millions cinquante-trois mille trois cent vingt-et-une (13.053.321) Actions (lesdites Actions, ~~y compris~~ et le capital social ~~initial~~autorisé, à l'exclusion des Actions émises et du capital social de la Société, étant ci-après ~~dénommées~~dénommés le « **Capital Social Autorisé** »).

5.3 Le Capital Social Autorisé ne peut être utilisé qu'aux fins suivantes :

5.3.1 émissions d'Actions dans le cadre et conformément aux conditions des Bons de Souscription (Warrants) en vigueur au 12 décembre 2024, par lesquels le Conseil sera autorisé à utiliser le Capital Social Autorisé pour augmenter le capital social de la Société, à une ou plusieurs reprises, pour un montant maximal d'un million huit cent vingt-trois mille neuf cent et un dollars américains et quatre-vingt-quatre cents de dollar américain (USD 1.823.901,84), par l'émission d'un maximum de dix millions cent trente-deux mille sept cent quatre-vingt-huit (10.132.788) Actions ~~;~~ (les « Émissions de Bons de Souscription d'Actions »);

5.3.2 émissions d'Actions dans le cadre d'un plan d'intéressement à long terme, qui sera adopté par le Conseil et à sa discrétion dans le cadre et dans les limites du Capital Social Autorisé (le « LTI »), qui peut inclure l'attribution d'options sur actions, de bons de souscription (warrants), d'unités d'actions restreintes (restricted stock units (RSUs)), ou d'autres formes de rémunération en actions aux dirigeants de la Société ou de ses filiales directes ou indirectes, le Conseil étant autorisé à utiliser le Capital Social Autorisé pour augmenter le capital social de la Société, à une ou plusieurs reprises, d'un montant maximal de trois cent trois mille neuf cent quatre-vingt-trois dollars américains et soixante-quatre cents de dollar américain (USD 303.983,64), par l'émission d'un maximum d'un million six cent quatre-vingt-huit mille sept cent quatre-vingt-dix-huit (1.688.798) Actions (les « **Émissions LTI** »);

5.3.3 émissions d'Actions dans le cadre d'une offre de ses Actions ou Certificats de Dépôt (au sens défini ci-dessous) par la Société et cotation de ces Actions ou Certificats de Dépôt par la Société sur le Marché Principal de la Bourse d'Oslo (OSE), le Conseil étant autorisé à utiliser le Capital Social Autorisé pour augmenter le capital social de la Société, à une ou plusieurs reprises, d'un montant maximal de soixante-huit mille cent quatre-vingt-cinq dollars américains et vingt-six cents de dollar américain (USD 68.185,26), par l'émission d'un maximum de trois cent soixante-dix-huit mille huit cent sept (378.807) Actions (les « Émissions liées à la Cotation »);

5.3.4 émission d'Actions, à titre onéreux ou gratuit, afin de régler en partie les droits à des paiements en espèces des membres éligibles du Conseil au titre du plan d'intéressement de la direction précédemment approuvé par les actionnaires (le «Conseil MIP»), par la remise d'Actions en lieu et place d'un paiement en espèces à ces membres éligibles du Conseil, et d'émettre des Actions au profit des membres du Conseil, de la direction de la Société et d'autres personnes éligibles dans le cadre du plan d'intéressement de la direction (les «MIP»), à une ou plusieurs reprises, pour un montant maximal de cent cinquante-trois mille cinq cent vingt-sept dollars américains et quatre cents de dollar américain (USD 153.527,04), en émettant un maximum de huit cent cinquante-deux mille neuf cent vingt-huit (852.928) Actions (les «Émissions d'Actions MIP», et ensemble avec les Émissions de Bons de Souscription d'Actions, les Émissions LTI et les Émissions liées à la Cotation, les «Émissions dans le cadre du Capital Social Autorisé»).

5.4 Pendant une période de cinq (5) ans à compter de (i) en ce qui concerne les articles 5.3.1 et 5.3.2 ci-dessus, la date de l'acte modificatif du 19 juin 2025 modifiant le Capital Social Autorisé et (ii) en ce qui concerne les articles 5.3.3 et 5.3.4 ci-dessus, la date de l'acte modificatif du 14 avril 2026 modifiant le Capital Social Autorisé, et dans les limites du Capital Social Autorisé fixé à l'article 5.3 et sous réserve de l'article 5.7, le Conseil est autorisé (i) à augmenter le capital social actuel de la Société à une ou plusieurs reprises par l'émission de l'une des Actions nouvelles susmentionnées, avec ou sans prime d'émission, contre paiement en numéraire ou en nature, par conversion de créances à l'égard de la Société ou de primes d'émission ou de toute autre manière (y compris à titre gratuit); et (ii) à limiter ou annuler les droits préférentiels de souscription des actionnaires existants qui seraient autrement applicables à cette émission, étant entendu que l'autorisation d'émettre des Actions sans contrepartie telle que prévue à l'article 5.3.4 entraîne automatiquement, au profit des bénéficiaires des actions gratuites, une renonciation par les actionnaires existants à leurs droits de souscription préférentiels conformément à la Loi.

5.5 Après chaque augmentation du capital social de la Société conformément à ce qui précède, les présents Statuts seront modifiés afin de refléter cette augmentation. Le Conseil est expressément autorisé à déléguer à toute personne physique ou morale le pouvoir ~~d'autoriser la réception du~~ de recevoir le paiement des Actions, ~~d'enregistrer de procéder à~~ des augmentations de capital ~~en vertu d'une augmentation totale ou partielle~~ dans le cadre du Capital Social Autorisé, ainsi que ~~les~~ de procéder aux modifications correspondantes des articles 5.1, 5.2 et 5.3 des présents Statuts afin de refléter cette augmentation, et de prendre toutes les mesures nécessaires ou souhaitables pour l'exécution, le dépôt et/ou la publication de ces modifications conformément à la Loi.

5.6 Le capital social souscrit et le Capital Social Autorisé de la Société peuvent être augmentés ou réduits par une décision de l'assemblée générale des actionnaires de la Société, adoptée conformément aux conditions requises pour une modification des Statuts telles que prévues à l'article ~~22-14~~ 20.14.

5.7 Les Bons de Souscription peuvent être exercés en échange d'Actions dans le cadre d'un Événement de Liquidité Qualifiant Spécifié, sous réserve et conformément aux conditions de la Convention de Bons de Souscription Modifiée, étant entendu que, pour éviter toute ambiguïté, les Actions émises lors de l'exercice des Bons de Souscription seront inscrites au Registre de la Société et dans les registres de la Société immédiatement avant la réalisation d'un Événement de Liquidité, à condition que cet Événement de Liquidité soit considéré comme un Événement de Liquidité Qualifiant Spécifié et que toute émission d'Actions à partir du Capital Social Autorisé en relation avec celui-ci soit subordonnée à la réalisation ultérieure dudit Événement de Liquidité Qualifiant Spécifié.

5.8 Sans préjudice de l'article 5.3.2 et nonobstant celui-ci, le Conseil est autorisé, sous réserve de l'établissement de critères de performance, à attribuer des paiements en numéraire aux employés et aux dirigeants (*corporate officers*) (y compris les administrateurs) et aux administrateurs de la Société à titre rémunération incitative.

5.9 Les ~~Actionnaires~~actionnaires disposent d'un droit préférentiel de souscription lors de l'émission d'Actions conformément à la législation du Grand-Duché de Luxembourg. Toutefois, ~~aucun~~le Conseil est autorisé à limiter ou à supprimer le droit de souscription préférentiel ~~ne s'applique à l'émission d'Actions à la suite de l'exercice d'un Bon de Souscription ou effectuée conformément aux termes du LTI~~lors des Émissions dans le cadre du Capital Social Autorisé.

Art. 6. Actions

6.1 Un registre des actionnaires de la Société (le « **Registre** ») sera tenu au siège social de la Société. La Société considérera la personne au nom de laquelle les Actions sont inscrites dans le Registre comme étant le propriétaire des Actions.

6.2 Lorsque les Actions sont inscrites au Registre au nom d'une ou plusieurs personnes (les « **Titulaires** » ou chacun, un « **Titulaire** ») au nom d'un système de règlement de titres ou de l'opérateur d'un tel système, ou au nom d'un dépositaire professionnel de titres, ou de tout autre dépositaire (ce système, ce dépositaire professionnel ou autre étant dénommé « **Dépositaire** ») ou d'un sous-dépositaire désigné par un ou plusieurs Dépositaires, la Société, sous réserve d'avoir reçu du Dépositaire auprès duquel ces Actions sont conservées en compte, la preuve satisfaisante de la propriété sous-jacente des Actions par ces Titulaires et de leur pouvoir de voter au titre des Actions, permettra à ces personnes d'exercer tous les droits attachés à ces Actions, en permettant aux Titulaires d'exercer ces droits pour le compte du Dépositaire, y compris l'admission aux assemblées générales et le droit de vote lors de celles-ci. Un Dépositaire peut accepter une cession d'Actions à son profit et être inscrit dans le Registre en tant que propriétaire légal de celles-ci, et en échange de cette cession, émettre au(x) actionnaire(s) cédant(s) un nombre de certificats de dépôt égal au nombre d'Actions qui lui ont été cédées (« **Certificats de Dépôt** »), l'émission de ces Certificats de Dépôt étant

soumise aux lois de la juridiction dans laquelle ce Dépositaire est établi. Dans ce cas, le Dépositaire doit, soit permettre aux Titulaires d'exercer leur droit de vote pour le compte du Dépositaire, soit exercer les droits de vote attachés aux Actions enregistrées à son nom conformément aux instructions reçues des titulaires de Certificats de Dépôt, ces personnes étant incluses dans la définition du terme « **Titulaires** » aux fins des présents Statuts. La Société peut adresser une notification aux Titulaires en la transmettant au Dépositaire dont le nom figure dans le Registre, pour les Actions, et cette notification sera considérée comme une notification en bonne et due forme à tous les Titulaires. Nonobstant ce qui précède, la Société effectuera les paiements, sous forme de dividendes ou autrement, en numéraire, en actions ou en autres actifs, comme autorisé par les présents Statuts, uniquement au Dépositaire ou au sous-dépositaire inscrit au Registre ou conformément à ses instructions, et ce paiement par la Société libérera la Société de toutes ses obligations relatives à ce paiement.

6.3 Les Actions de la Société peuvent être divisées en fractions, chaque fraction étant égale à une partie d'une Action (une « **Fraction d'Action** »). Tout détenteur d'une Fraction d'Action qui détient un nombre de Fractions d'Action égal à une (1) Action entière peut demander la conversion de ces Fractions d'Action en une (1) Action entière.

6.4 Sous réserve des dispositions de l'Article 6.1 ci-dessus, les Actions ou Fractions d'Action sont indivisibles vis-à-vis de la Société qui ne reconnaît qu'un (1) seul propriétaire par Action ou Fraction d'Action. Les propriétaires d'actions en copropriété doivent désigner une seule personne pour les représenter auprès de la Société afin de pouvoir exercer leurs droits de vote, le cas échéant.

6.5 Chaque Action donne droit à son actionnaire ou à son Titulaire, selon le cas, à une voix à l'assemblée générale des ~~Actionnaires~~[actionnaires](#). Pour éviter toute ambiguïté, les Fractions d'Action ne confèrent aucun droit de vote aux assemblées générales des actionnaires de la Société, sauf si un nombre de Fractions d'Action est égal à une (1) Action entière. Sous réserve des autres dispositions des présents Statuts, chaque Action est assortie de droits économiques égaux. Les Actions seront sans certificat et sont et resteront sous forme nominative, chacune représentant la même fraction du capital social de la Société.

6.6 En plus du capital social, un compte prime d'émission peut être établi sur lequel seront transférées toutes les primes d'émission payées sur toute Action en plus de sa valeur nominale. Toute prime d'émission versée au titre de toute Action lors de son émission sera affectée à ce compte général de primes d'émission de la Société. Le montant dudit compte général de primes d'émission constituera des réserves librement distribuables de la Société. Le montant du compte de prime d'émission peut, par exemple, être utilisé pour le paiement des Actions que la Société peut racheter à ses actionnaires, pour compenser toute perte nette réalisée ou pour effectuer des distributions aux actionnaires, cette liste étant une liste non exhaustive des objectifs pour lesquels le montant du compte de prime peut être utilisé, à condition que le montant du compte de prime d'émission ainsi utilisé soit fourni ou alloué au prorata entre les actionnaires de

manière cohérente avec le paiement de dividendes conformément à la Section VI.

6.7 La Société peut maintenir un compte de réserve spéciale générale de capitaux propres (compte 115 « apport en capitaux propres non rémunéré par des titres » du plan comptable luxembourgeois prévu par le règlement grand-ducal du 12 septembre 2019). Le montant dudit compte de réserve spéciale générale de capitaux propres constituera des réserves librement distribuables de la Société. Tout montant attribué au compte de réserve spéciale de capitaux propres sera considéré comme attribué au compte de réserve spéciale de capitaux propres général.

6.8 Dans les limites et conditions prévues par la Loi, la Société peut racheter les Actions ou les faire racheter par ses filiales.

6.9 Le Conseil est autorisé à exiger des actionnaires ou des Titulaires et tout actionnaire ou Titulaire est tenu, dans la mesure du possible, de coopérer et fournir tous les documents et informations dont la Société pourrait avoir besoin pour permettre à la Société de se conformer aux conditions légales ci-après, dans la mesure où elles sont applicables à la Société : (i) aux lois ou réglementations applicables en matière de connaissance du client (KYC), (ii) aux procédures et réglementations en matière de lutte contre le blanchiment d'argent, (iii) aux obligations de déclaration et de dépôt des bénéficiaires effectifs conformément à la loi luxembourgeoise du 13 janvier 2019 créant le registre des bénéficiaires effectifs, telle que modifiée de temps à autre, (iv) à toute autre obligation prévue par la loi applicable en matière d'identification et de vérification des bénéficiaires effectifs de la Société ou qui pourrait être requise par la Société pour identifier la nature et la source des financements mis à disposition de la Société. Le Conseil est en outre autorisé à utiliser et à conserver ces informations pour ses processus et procédures internes et peut utiliser, traiter et divulguer ces informations à (i) toute autorité gouvernementale ou réglementaire applicable, comme l'exige la loi applicable, et (ii) tout fournisseur de services professionnels ou de services financiers exigeant ces informations de la Société aux mêmes fins que celles énoncées dans le présent Article 6, à condition que ce fournisseur de services professionnels ou de services financiers reste tenu dans la mesure du possible et conformément aux pratiques du secteur, de préserver la confidentialité de ces informations.

6.10 Si un actionnaire ou un Titulaire manque de communiquer les informations demandées par le Conseil conformément au présent article 6.9 dans un délai de deux (2) mois à compter de la date de cette demande, ou communique des informations que le Conseil a des motifs raisonnables de croire erronées ou incomplètes (chacune de ces circonstances étant désignée comme un « **Manquement KYC** »), le Conseil peut suspendre les droits de vote de cette personne jusqu'à ce qu'elle se soit pleinement conformée à ses obligations. Dans le cas où un Titulaire commet un Manquement KYC et lorsque les Actions pour lesquelles le Titulaire dispose de droits de vote indirects sont inscrites au Registre au nom d'un Dépositaire, le Conseil continuera à reconnaître les droits de vote attachés à toutes les autres Actions inscrites au nom dudit Dépositaire [qui ne sont pas détenues pour le compte du Titulaire en infraction.](#)

Art. 7. Cession d'Actions

7.1 Les Actions de la Société et les Certificats de Dépôt émis par un Dépositaire à un Titulaire en échange d'Actions de la Société sont librement cessibles.

7.2 Une Cession d'Actions s'effectue par l'inscription d'une déclaration de cession dans le registre, dûment signée et datée :

(iv) ~~(i)~~ à la fois le cédant et le cessionnaire ou leurs représentants autorisés ; ou

(v) ~~(ii)~~ tout représentant autorisé de la Société ;

(vi) ~~(iii)~~ après une notification à la Société ou une acceptation par celle-ci, conformément à l'article 1690 du Code civil luxembourgeois.

7.3 Tout document constatant l'accord entre le cédant et le cessionnaire, valablement signé par les deux parties, peut être accepté par la Société comme preuve d'une Cession d'Actions.

7.4 La confirmation qu'une inscription a été faite dans le Registre sera fournie à l'actionnaire ou aux actionnaires directement inscrits comme tels dans le Registre, à la demande de cet ou ces actionnaires.

7.5 La Cession des Certificats de Dépôt s'effectuera par inscription dans les registres du Dépositaire concerné, conformément aux règles de ce Dépositaire.

7.6 Toutes les ~~Cession~~Cessions doivent être effectuées conformément aux conditions énoncées dans les présents Statuts.

Art. 8 Offre Publique d'Achat Obligatoire

~~8.1 En cas de survenance d'un cas d'Offre Publique d'Achat Obligatoire, le Titulaire Majoritaire est tenu de proposer à tous les Titulaires Minoritaires d'acheter la totalité (et pas moins que la totalité) des Titres qu'ils détiennent, directement ou indirectement par l'intermédiaire d'un Dépositaire, selon le cas, conformément aux dispositions suivantes de cet article 8 (l'Offre Publique d'Achat Obligatoire).~~

~~8.2 Au plus tard quatre-vingt-dix (90) jours après la survenance d'un cas d'Offre Publique d'Achat Obligatoire, le Titulaire Majoritaire propose à chacun des Titulaires Minoritaires d'acheter tous les Titres qu'ils détiennent que ce soit directement ou indirectement par l'intermédiaire d'un Dépositaire (la Notification d'Offre Publique d'Achat Obligatoire).~~

~~8.3 La Notification d'Offre Publique d'Achat Obligatoire doit contenir les informations suivantes :~~

~~(i) le nombre de Titres (en indiquant séparément le nombre d'Actions et de Bons de Souscription, le cas échéant) ;~~

~~(ii) le prix par Titre, qui sera égal au plus élevé des deux montants suivants :~~

~~a. le prix par Titre payé pour les Titres acquis dans le cadre de l'Offre Publique d'Achat Obligatoire ; et~~

~~b. le prix moyen par Titre payé par l'Actionnaire Majoritaire et/ou ses Affiliées pour les Cessions ou Souscriptions réalisés par l'Actionnaire Majoritaire et ses Affiliées au cours de la période de douze (12) mois~~

~~précédant la l'Événement d'Offre Publique d'Achat Obligatoire.~~

~~(iii) la date et l'heure auxquelles l'Actionnaire Minoritaire est invité à accepter ou à refuser l'Offre Publique d'Achat Obligatoire, au plus tôt soixante (60) jours après l'Offre Publique d'Achat Obligatoire et au plus tard quatre-vingt dix (90) jours après l'Offre Publique d'Achat Obligatoire ;~~

~~(iv) la date, l'heure et le lieu de la réalisation de l'achat potentiel, qui aura lieu au plus tard trente (30) jours après la date et l'heure prévues au point 8.3 (iii), sous réserve de l'acceptation de l'achat par l'Actionnaire Minoritaire (la **Date de Clôture de l'Offre Publique d'Achat Obligatoire**).~~

8.4 L'Offre Publique d'Achat Obligatoire sera considérée comme une offre irrévocable du Titulaire Majoritaire d'acheter tous les Titres détenus par les Titulaires Minoritaires (directement ou indirectement par l'intermédiaire d'un Dépositaire, selon le cas) selon les termes et conditions énoncés dans la Notification d'Offre Publique d'Achat Obligatoire.

8.5 Après réception de la Notification d'Offre Publique d'Achat Obligatoire, le Titulaire Minoritaire doit accepter ou refuser par écrit l'Offre Publique d'Achat Obligatoire, avant la date indiquée dans la Notification d'Offre Publique d'Achat Obligatoire. Pour éviter toute ambiguïté, l'absence de réponse du Titulaire Minoritaire (directement ou indirectement par l'intermédiaire d'un Dépositaire, selon le cas) sera considérée comme un refus de l'Offre Publique d'Achat Obligatoire.

8.6 Les Titulaires Minoritaires qui ont accepté l'Offre Publique d'Achat Obligatoire Cèderont tous leurs Titres aux Titulaires Majoritaires (directement ou indirectement par l'intermédiaire d'un Dépositaire, selon le cas) aux prix et aux conditions spécifiés dans l'Offre Publique d'Achat Obligatoire et s'engagent à :

~~(i) en ce qui les concerne uniquement, à accorder au Titulaire Majoritaire des déclarations et des garanties concernant (mais uniquement en ce qui concerne) :~~

~~a. le pouvoir de ce Titulaire Minoritaire de réaliser (directement ou indirectement par l'intermédiaire d'un Dépositaire, selon le cas) la Cession proposée ; et~~

~~b. un droit de propriété libre de toute charge sur les Titres cédés (directement ou indirectement par l'intermédiaire d'un Dépositaire, selon le cas) par le Titulaire Minoritaire.~~

~~étant entendu que tout Titulaire Minoritaire ne sera tenu pour responsable que de la violation de ses propres déclarations et garanties.~~

~~(ii) signer tout accord ou document raisonnable (conformément au présent article 8) permettant de réaliser la Cession des Titres au profit du Titulaire Majoritaire à la Date de Clôture de l'Offre Publique d'Achat Obligatoire ; et~~

~~(iii) remettre, ou faire en sorte que le Dépositaire remette au Titulaire Majoritaire, au plus tard à la Date de Clôture de l'Offre Publique d'Achat Obligatoire, tous les documents raisonnablement exigés et conformément aux dispositions du présent article 8 pour réaliser la Cession effective de ses Titres dans le cadre de l'Offre Publique d'Achat Obligatoire, dûment complétés et signés.~~

~~8.7 Le prix d'achat sera payé exclusivement en numéraire et le Titulaire Majoritaire paiera les Titres faisant l'objet de l'Offre Publique d'Achat Obligatoire par virement bancaire de fonds immédiatement disponibles à la date de clôture de l'Offre Publique d'Achat Obligatoire, l'effectivité de la Cession des Titres conformément à l'Offre Publique d'Achat Obligatoire étant subordonnée à l'exécution de ce virement bancaire.~~

Art. 9 Squeeze-Out

~~9.1 En cas de survenance d'un Événement de Squeeze-Out, le Bénéficiaire du Squeeze-Out a le droit d'acheter et de forcer tous les autres détenteurs de Titres (les **Vendeurs du Squeeze-Out**) à lui vendre la totalité (et pas moins que la totalité) des Titres qu'ils détiennent (directement ou indirectement par l'intermédiaire d'un Dépositaire, selon le cas) conformément aux dispositions suivantes (le **Squeeze-Out**).~~

~~9.2 Au plus tard quatre-vingt-dix (90) jours après la survenance d'un Événement de Squeeze-Out, le Bénéficiaire du Squeeze-Out a le droit de notifier aux Vendeurs du Squeeze-Out son intention d'acheter tous les Titres qu'ils détiennent (directement ou indirectement par l'intermédiaire d'un Dépositaire, selon le cas) (la **Notification de Squeeze-Out**), auquel cas les Vendeurs du Squeeze-Out vendront au Bénéficiaire du Squeeze-Out tous les Titres qu'ils détiennent (et pas moins que tous les titres) (directement ou indirectement par l'intermédiaire d'un Dépositaire, selon le cas). Dès réception de la Notification de Squeeze-Out, les Vendeurs du Squeeze-Out peuvent continuer à Céder leurs Titres (directement ou indirectement par l'intermédiaire d'un Dépositaire, selon le cas) à condition que ces Titres soient cédés sous réserve du Squeeze-Out.~~

~~9.3 La Notification de Squeeze-Out doit contenir les informations suivantes :~~

~~(i) le nombre de Titres (en indiquant séparément le nombre d'Actions et de Bons de Souscription, le cas échéant);~~

~~(ii) le prix par Titre, qui sera au moins égal au prix le plus élevé payé pour un Titre par le Bénéficiaire du Squeeze-Out et/ou ses Affiliés au cours de la période de six mois précédant l'Événement de Squeeze-Out, et, en l'absence d'un tel prix, sera égal à la juste valeur de marché telle qu'elle est déterminée par le Bénéficiaire du Squeeze-Out. Si un Vendeur du Squeeze-Out considère raisonnablement que le prix par Titre ne reflète pas la juste valeur de marché du Titre à la date de l'Événement de Squeeze-Out, ce Vendeur du Squeeze-Out peut, par demande écrite dans les dix (10) jours suivant la date d'émission de Notification de Squeeze-Out, exiger qu'un rapport d'évaluation soit préparé aux frais du Bénéficiaire du Squeeze-Out par un expert au choix du Bénéficiaire du Squeeze-Out, indépendant de toute partie concernée et libre de tout conflit, qui ne doit pas nécessairement être un réviseur d'entreprises agréé (« l'Expert »). Le prix déterminé par cet Expert sera définitif et contraignant ; et~~

~~(iii) la date, l'heure et le lieu de la réalisation de l'achat, qui doit avoir lieu au plus tard trente (30) jours après la date de remise de la Notification de Squeeze-Out (la **Date de Clôture du Squeeze-Out**).~~

~~9.4 La Notification de Squeeze-Out est réputé constituer une offre irrévocable du Bénéficiaire du Squeeze-Out~~

~~d'acheter tous les Titres détenus par les Vendeurs du Squeeze-Out selon les termes et conditions de la Notification de Squeeze-Out, directement ou indirectement par l'intermédiaire d'un Dépositaire, selon le cas.~~

~~9.5 Les Vendeurs du Squeeze-Out Cèderont tous leurs Titres au Bénéficiaire du Squeeze-Out aux prix et selon les termes et conditions spécifiés dans la Notification de Squeeze-Out et s'engagent à :~~

~~(i) accorder au Bénéficiaire du Squeeze-Out des déclarations et des garanties concernant (mais uniquement concernant) :~~

~~a. l'autorisation en bonne et due forme de ce Vendeur de Squeeze-Out de réaliser, directement ou indirectement, la Cession proposée ; et~~

~~b. un droit de propriété libre de toute charge sur les Titres Cédés par ce Vendeur de Squeeze-Out.~~

~~Il est entendu que tout Vendeur de Squeeze-Out ne sera tenu pour responsable que de la violation de ses propres déclarations et garanties ;~~

~~(ii) signer tout accord ou document raisonnable (conformément aux termes du présent article 9) pour réaliser la Cession des Titres de la Société au Bénéficiaire de Squeeze-Out ; et~~

~~(iii) remettre, ou faire en sorte que le Dépositaire remette au Bénéficiaire du Squeeze-Out, à la Date de Clôture du Squeeze-Out, tous les documents de cession et autres documents nécessaires dûment complétés et signés, dans chaque cas, qui sont raisonnablement exigés et sont compatibles avec les termes du présent article 9 pour réaliser la Cession effective de ses Titres conformément au Squeeze-Out.~~

~~9.6 Le prix d'achat est payé exclusivement en numéraire et le Bénéficiaire du Squeeze-Out paie les Titres faisant l'objet du Squeeze-Out par virement bancaire de fonds immédiatement disponibles à la Date de Clôture du Squeeze-Out, la prise d'effet du transfert des Titres dans le cadre du Squeeze-Out étant subordonnée à l'exécution de ce virement bancaire. Si un Vendeur de Squeeze-Out n'a pas pris les mesures nécessaires pour Céder les Titres, les Titres détenus par ce Vendeur de Squeeze-Out seront automatiquement considérés comme Cédés au Bénéficiaire de Squeeze-Out à la Date de Clôture du Squeeze-Out si l'Acheteur de Squeeze-Out a déposé le paiement sur un compte bancaire avec des droits séparés pour ce(s) Vendeur(s) de Squeeze-Out, la Notification de Squeeze-Out constituant le document de cession opérant.~~

~~9.7 En cas de désaccord sur le prix à payer pour les Titres, le transfert de propriété sera réalisé conformément à l'article 9.6, tout ajustement de ce prix devant être payé par/au Vendeur de Squeeze-Out à la suite d'une détermination finale du prix par l'Expert concerné.~~

III. GESTION

Art. 108. Conseil

~~10.1-8.1 Le Conseil est composé d'un maximum de sept (7) membres, dont au moins deux (2) membres résident professionnellement au Grand-Duché de Luxembourg (**Administrateurs Luxembourgeois**) et au moins cinq (5) membres, y compris les deux (2) Administrateurs Luxembourgeois, sont des administrateurs~~

indépendants (les **Administrateurs Indépendants** et chacun d'eux un **Administrateur Indépendant**). La taille du Conseil ne peut être augmentée que dans le respect des exigences d'une modification des Statuts telles qu'elles sont énoncées à l'article ~~22.14~~20.14.

8.2 Un **Administrateur Indépendant** est un administrateur qui, au cours de son mandat, n'a (i) aucune relation d'affaires importante ou significative avec la Société, (ii) aucune relation familiale avec un membre de la Direction Générale, ou (iii) aucune autre relation avec la Société ou un actionnaire détenant cinq pour cent (5 %) ou plus du capital social de la Société ou des membres de la Direction Générale qui pourrait raisonnablement être susceptible de nuire à l'indépendance du jugement de l'administrateur.

~~10.2~~8.3 Les actionnaires doivent nommer les Administrateurs Luxembourgeois à partir d'une liste de candidats proposés par une société de services aux entreprises désignée par une majorité des détenteurs d'Actions, étant entendu que deux Administrateurs Luxembourgeois seront considérés comme des Administrateurs indépendants.

~~10.3~~8.4 Les actionnaires nomment les Administrateurs restants (autres que les deux Administrateurs Luxembourgeois nommés conformément à l'article ~~10.28.3~~ des Statuts) à partir d'une liste de candidats proposée par le Conseil et indiquant les candidats proposés en tant qu'Administrateurs Indépendants.

~~10.4~~8.5 Les administrateurs sont nommés pour une période renouvelable n'excédant pas deux (2) ans par l'assemblée générale des actionnaires. Un administrateur peut être révoqué avant l'expiration de son mandat avec ou sans motif par l'assemblée générale des actionnaires décidant ~~(i) jusqu'à la Cotation dans le respect des exigences d'une modification des Statuts telles que définies à l'article 22.14 et (ii) à partir de la Cotation~~ conformément à l'article ~~22.13~~20.13.

~~10.5~~8.6 Le Conseil élit parmi ses membres un président par un vote à la majorité de ses membres.

~~10.6~~8.7 Aucune personne ne peut être nommée administrateur de la Société si elle n'a pas consenti par écrit (y compris par courriel) à agir en tant qu'administrateur.

~~10.7~~8.8 Un administrateur ne doit pas nécessairement être un actionnaire et doit être une personne physique. Une personne morale ne peut être nommée administrateur.

~~10.8~~8.9 Si le poste d'un administrateur devient vacant pour quelque raison que ce soit, les autres administrateurs, agissant à la majorité simple, peuvent pourvoir provisoirement à cette vacance jusqu'à ce qu'un nouvel administrateur soit nommé par la prochaine assemblée générale des actionnaires conformément au présent article ~~10.8~~; à condition que cette nomination provisoire en raison d'un poste vacant d'administrateur soit effectuée dans le respect des exigences de l'article ~~10.18.1~~ des Statuts.

~~10.9~~8.10 La rémunération des administrateurs est fixée par l'assemblée générale des actionnaires.

Art. ~~11.9~~ Réunions du Conseil.

~~11.1~~9.1 Le président du Conseil préside les réunions du Conseil. Si le président du Conseil n'est pas

présent à la réunion, ses fonctions sont exercées temporairement par un autre administrateur désigné par celui-ci ou, si aucun administrateur n'a été désigné par le président, ses fonctions sont exercées temporairement par un autre administrateur désigné par les administrateurs présents à la réunion.

~~11.2~~9.2 La fréquence des réunions est déterminée de manière à assurer l'efficacité des activités du Conseil.

~~11.3~~9.3 Nonobstant ce qui précède, une décision du Conseil peut également être prise par résolution écrite des administrateurs. Cette résolution doit être signée par chacun des administrateurs et prise à l'unanimité. La date de cette décision est celle de la dernière signature.

~~11.4~~9.4 Le Conseil peut être convoqué à la demande du président ou de deux tiers de ses membres.

~~11.5~~9.5 Une convocation écrite à toute réunion du Conseil doit être remise à tous les administrateurs au moins cinq (5) jours avant la date fixée pour cette réunion, sauf en cas d'urgence, auquel cas la nature et les circonstances de celle-ci doivent être précisées dans l'avis. Aucun avis écrit n'est requis si tous les membres du Conseil sont présents ou représentés lors de la réunion. Une convocation écrite distincte n'est pas nécessaire pour les réunions qui se tiennent aux heures et aux lieux prescrits dans un calendrier préalablement adopté par décision du Conseil.

~~11.6~~9.6 Tout membre du conseil d'administration peut agir à toute réunion du Conseil en désignant, par écrit, que ce soit en original, ~~par télécopie~~ ou par courrier électronique, un autre administrateur comme son mandataire.

~~11.7~~9.7 Tout administrateur peut participer à une réunion du Conseil par conférence téléphonique, vidéoconférence ou tout autre moyen de communication similaire permettant à toutes les personnes participant à la réunion de s'entendre et de se parler et de délibérer correctement, et la participation à une réunion par ce moyen constitue une présence en personne à cette réunion.

Art. ~~12.10.~~ Résolutions du Conseil.

~~12.1~~10.1 Le Conseil peut valablement délibérer si un quorum d'administrateurs est présent ou représenté à cette réunion du conseil. Le quorum est réputé atteint si la majorité des administrateurs de la Société est présente ou représentée (dont au moins trois Administrateurs indépendants). Sous réserve des articles ~~12.2 et 12.3~~10.2 et 10.3 ci-dessous, les décisions prises par le Conseil nécessitent le vote de la majorité des administrateurs présents ou représentés.

~~12.2~~10.2 Si, lors d'une réunion, le nombre de voix pour et contre une décision est égal, le président du Conseil a une voix prépondérante.

~~12.3~~10.3 Le Conseil peut décider qu'un Événement de Liquidité est un Événement de Liquidité Qualifiant, à la suite de quoi cet Événement de Liquidité Qualifiant doit être soumis à l'assemblée générale des actionnaires avant que cet Événement de Liquidité Qualifiant puisse être mis en œuvre, le quorum et la

majorité applicables à une telle décision étant ceux qui s'appliquent à une modification des présents Statuts conformément à l'article ~~22.13~~20.13 des présentes.

~~12.4~~10.4 En cas de conflit d'intérêts tel que défini à l'Article ~~18~~16 des présentes, les administrateurs en conflit sont exclus pour le calcul du quorum requis.

Art. ~~13~~11. Pouvoirs du Conseil.

Le Conseil est investi des pouvoirs les plus étendus et les plus larges pour administrer, gérer et agir au nom de la Société, ainsi que de tous les pouvoirs qui ne sont pas expressément réservés à l'assemblée générale par la Loi ou par les présents Statuts (étant entendu que les Questions Réservées sont ainsi réservées à l'assemblée générale par l'article ~~23~~21 des présentes), à condition que le Conseil soit autorisé à déléguer la gestion journalière, et le pouvoir de représenter la Société à cet égard, à un ou plusieurs administrateurs, dirigeants, gérants ou autres agents.

Art. ~~14~~12. Pouvoirs de signature.

~~14.1~~12.1 La Société sera engagée vis-à-vis des tiers par les signatures conjointes de deux administrateurs au moins.

~~14.2~~12.2 La Société est également engagée vis-à-vis des tiers par les signatures conjointes ou la signature unique de toute(s) personne(s) à laquelle (auxquelles) des pouvoirs spéciaux de signature ont été délégués par le Conseil, dans les limites d'une telle délégation.

Art. ~~15~~13. Gestion journalière.

~~15.1~~13.1 Le Conseil peut déléguer des pouvoirs spéciaux ou limités à une ou plusieurs personnes pour des questions spécifiques.

~~15.2~~13.2 Le Conseil est autorisé à déléguer la gestion journalière, ainsi que le pouvoir de représenter la Société à cet égard, à un ou plusieurs administrateurs, dirigeants, gérants ou autres agents, actionnaires ou non, agissant individuellement ou conjointement. Si la gestion journalière est déléguée à un ou plusieurs administrateurs, le Conseil doit rendre compte à l'Assemblée Générale annuelle de tout salaire, rémunération et/ou autre avantage accordé à ce ou ces administrateurs au cours de l'exercice concerné.

Art. ~~16~~14. Comités

~~16.1~~14.1 Le Conseil, statuant à la majorité, peut créer un ou plusieurs comités requis par la loi ou autrement, et en choisir les membres soit parmi les administrateurs, soit en dehors de ceux-ci, soit les deux, et déterminer leur composition, leur objet et leur fonctionnement.

~~16.2~~14.2 Tous les comités créés par le Conseil peuvent agir à la majorité des membres du comité

présents lors d'une réunion de ce comité où la majorité des membres de ce comité est présente.

~~16.3~~14.3 Le Conseil doit établir un Comité de Nomination et de Rémunération (le « **Comité de Nomination et de Rémunération** ») et un comité d'Audit et de Risques (le « **Comité d'Audit et de Risques** »).

~~16.4~~14.4 Outre les responsabilités qui lui sont éventuellement conférées par la législation applicable, la fonction principale du Comité de Nomination et de Rémunération est d'aider le Conseil à vérifier le respect des critères et des procédures applicables aux candidats administrateurs conformément aux présents Statuts, et de donner son avis sur les politiques de rémunération des cadres et des administrateurs de la Société, de les recommander et d'en superviser la mise en œuvre.

~~16.5~~14.5 Outre les responsabilités qui lui sont éventuellement conférées par la législation applicable, le cas échéant, la fonction première du Comité d'Audit et de Risques est d'aider le Conseil à superviser l'intégrité des états financiers de la Société, le processus de sélection et de nomination des auditeurs de la Société et les performances de la fonction d'audit interne et des auditeurs indépendants de la Société (dans la mesure où ils ont été nommés). Le Comité d'Audit et de Risques est également chargé de superviser les politiques et procédures de gestion des risques de la Société.

~~16.6~~14.6 Les membres du Comité de Nomination et de Rémunération et du Comité d'Audit et de Risques sont nommés par le Conseil et se composent d'au moins trois membres, dont la majorité est Indépendante (l'Indépendance devant être interprétée mutatis mutandis selon la signification de « Administrateur Indépendant »). Le Conseil désigne ~~un membre de chaque comité comme président~~le président du Comité de Nomination et de Rémunération, tandis que le président du Comité d'Audit et de Risques est nommé par ses membres. Le président doit être Indépendant.

~~16.7~~14.7 Chaque comité se réunit aussi souvent qu'il le juge nécessaire pour l'accomplissement de ses tâches, mais au moins une fois par trimestre. Les réunions de chaque comité peuvent être convoquées par le président du comité ou par une majorité des membres du comité.

~~16.8~~14.8 Chaque comité est habilité à engager et à révoquer les conseillers, y compris les conseillers juridiques et autres experts, qu'il juge nécessaires pour s'acquitter de ses fonctions et responsabilités, et est seul habilité à approuver les honoraires et autres conditions d'engagement de ces conseillers.

~~16.9~~14.9 Des dispositions supplémentaires concernant la composition et les pouvoirs de ces comités, les conditions de nomination, de révocation, de rémunération et la durée du mandat de ses/leurs membres, ainsi que son/leur règlement intérieur, sont déterminées par le Conseil conformément à la législation applicable.

Art. ~~17~~15. Responsabilité - Garantie.

~~17.1~~15.1 Les administrateurs n'assument, en raison de leur fonction, aucune responsabilité personnelle en ce qui concerne tout engagement valablement pris par eux au nom de la Société, pour autant que ces engagements soient conformes aux Statuts et à la Loi.

~~17.2~~15.2 La Société garantira, dans la mesure permise par la loi, tout administrateur ou dirigeant, ainsi que ses héritiers, exécuteurs et administrateurs, contre tous les dommages et intérêts ou compensations qu'il devra payer ou toutes les dépenses ou coûts raisonnablement encourus par celui-ci, en conséquence ou en relation avec toute action, poursuite ou procédure à laquelle il pourrait être partie du fait qu'il est ou a été administrateur ou dirigeant de la Société, ou, à la demande de la Société, de toute autre Entité dont la Société est actionnaire ou créancière et par laquelle il/elle n'a pas le droit d'être garanti(e), sauf en ce qui concerne les questions pour lesquelles il/elle sera définitivement jugé(e) par un tribunal compétent dans le cadre de cette action, ce procès ou cette procédure comme étant responsable de négligence grave, de fraude ou de faute intentionnelle. Le droit à garantie qui précède n'exclut pas les autres droits auxquels cet administrateur ou ce dirigeant peut prétendre, y compris en vertu de tout accord de garantie distinct conclu entre la Société et cet administrateur ou ce dirigeant.

~~17.3~~15.3 La Société peut, dans la mesure permise par la loi, garantir tout employé ou agent de la Société et ses héritiers, exécuteurs et administrateurs, contre tout dommage ou indemnisation qu'il devra payer ou toute dépense ou coût raisonnablement encouru par lui/elle, en conséquence ou en relation avec toute action, poursuite ou procédure à laquelle il/elle peut être partie du fait qu'il/elle est ou a été un agent ou un employé de la Société, ou, à la demande de la Société, de toute autre Société dont la Société est actionnaire ou créancier.

Art. ~~18~~16. Conflit d'intérêt.

~~18.1~~16.1 Sauf disposition contraire de la Loi, tout administrateur qui a un intérêt financier direct ou indirect potentiellement opposé à l'intérêt de la Société dans le cadre d'une transaction relevant de la compétence du Conseil, doit informer le Conseil de ce conflit d'intérêts potentiel et faire consigner sa déclaration dans le procès-verbal de la réunion du Conseil. L'administrateur concerné ne peut pas prendre part aux discussions relatives à cette transaction ni voter sur cette transaction. Tout conflit d'intérêts de ce type doit être divulgué à la prochaine assemblée générale des actionnaires avant que celle-ci ne prenne une résolution sur tout autre point.

~~18.2~~16.2 Lorsque, en raison d'un conflit d'intérêts, le nombre d'administrateurs requis pour délibérer valablement n'est pas atteint, le conseil d'administration peut déférer la résolution sur ce point spécifique à l'assemblée générale des actionnaires.

~~18.3~~16.3 Les règles de conflit d'intérêts ne s'appliquent pas lorsque la décision du conseil d'administration porte sur des opérations courantes conclues dans des conditions habituelles.

~~18.4~~16.4 Le(s) délégué(s) à la gestion journalière de la Société, le cas échéant, sont soumis mutatis mutandis aux ~~Articles 18.1~~articles 16.1 à ~~18.3~~16.3 des présents Statuts, étant entendu que si un seul (1) délégué à la gestion journalière a été nommé et se trouve en situation de conflit d'intérêts, la décision

correspondante sera déferée au conseil d'administration.

IV. ACTIONNAIRE(S).

Art. ~~19~~-17. Pouvoirs de l'Assemblée Générale des Actionnaires.

Toute assemblée des actionnaires de la Société régulièrement constituée représente l'ensemble des actionnaires de la Société.

Art. ~~20~~-18. Assemblée générale annuelle des Actionnaires.

~~20.1~~-18.1 L'assemblée générale annuelle des actionnaires de la Société se tiendra, conformément au droit luxembourgeois, à Luxembourg à l'adresse du siège social de la Société ou à tout autre endroit dans la commune du siège social qui sera précisé dans la convocation à l'assemblée.

~~20.2~~-18.2 L'assemblée générale annuelle des actionnaires de la Société peut se tenir à l'étranger si, de l'avis absolu et définitif du Conseil, des circonstances exceptionnelles l'exigent.

Art. ~~21~~-19. Autres ~~Assemblées Générales~~ assemblées des Actionnaires.

D'autres réunions des actionnaires de la Société peuvent se tenir au lieu et à l'heure spécifiés dans les avis de convocation respectifs de la réunion.

Art. ~~22~~-20. Procédure, vote.

~~22.1~~-20.1 La Société doit fournir une convocation écrite à toute assemblée générale à tous les actionnaires par lettre recommandée ou tout autre moyen de communication accepté individuellement par leurs destinataires au moins huit (8) jours avant et pas plus de soixante (60) jours avant la date de la réunion, sauf en cas de renonciation par l'unanimité des actionnaires. Pour éviter toute ambiguïté, les notifications données par le biais du système de notification géré par Kroll Inc. seront considérées comme « tout autre moyen de communication », à condition que l'actionnaire concerné ait accepté d'être notifié par Kroll Inc. par le biais de ce système. Si les Actions ou les Certificats de Dépôt sont cotées sur un marché réglementé étranger ou MTF, les avis doivent suivre les pratiques du marché de ce pays en matière de publicité de la convocation d'une assemblée générale des actionnaires.

~~22.2~~-20.2 Les détenteurs d'obligations émises par la Société ne peuvent assister à aucune assemblée générale des ~~Actionnaires~~ actionnaires, à condition que le présent Article ~~22.2~~-20.2 ne s'applique pas aux détenteurs d'obligations émises par la Société qui détiennent également des Actions.

~~22.3~~-20.3 Si tous les actionnaires de la Société et les Titulaires (agissant par l'intermédiaire du Dépositaire), le cas échéant, sont présents ou représentés à une assemblée des ~~Actionnaires~~ actionnaires de la

Société, et s'ils se considèrent comme été dûment convoqués et informés de l'ordre du jour de l'assemblée, celle-ci peut se tenir sans convocation préalable.

~~22.4~~ 20.4 Si et aussi longtemps que les Actions ~~sont Cotées~~ ou les Certificats de Dépôt sont cotés sur un marché réglementé étranger ou MTF, tous les actionnaires inscrits au Registre ont le droit d'être admis à l'assemblée des actionnaires de la Société ; sous réserve toutefois que le Conseil puisse fixer une date et une heure précédant l'assemblée des actionnaires de la Société comme date d'enregistrement pour l'admission, de sorte que seuls les actionnaires inscrits au Registre à cette date soient admis à l'assemblée (la **Date d'Enregistrement**) et que seuls les Titulaires inscrits en tant que titulaires de Certificats de Dépôt au niveau d'un Dépositaire, dans la mesure applicable, soient autorisés à voter par l'intermédiaire du Dépositaire ; cette Date d'Enregistrement ne peut être fixée à moins de cinq (5) jours avant la date de ladite assemblée. Le Conseil peut déterminer toutes les autres conditions qui doivent être remplies pour participer à l'assemblée des actionnaires de la Société.

~~22.5~~ 20.5 Cet avis de convocation doit indiquer la date, l'heure, le lieu et l'ordre du jour de l'assemblée.

~~22.6~~ 20.6 indépendamment de l'ordre du jour, le Conseil peut ajourner toute assemblée générale ordinaire ou extraordinaire en respectant les formalités et les délais prévus par la Loi.

~~22.7~~ 20.7 Les assemblées générales sont présidées par le président du Conseil ou par une personne désignée par ledit président, ou en l'absence de celui-ci, par un président élu par l'assemblée générale qui doit être membre du Conseil. Le président de l'assemblée désigne un scrutateur chargé de tenir la liste de présence. Le bureau de l'assemblée générale ainsi constitué désigne le secrétaire.

~~22.8~~ 20.8 Un actionnaire peut agir lors de toute réunion des actionnaires de la Société en désignant une autre personne comme son mandataire par écrit, que ce soit en original, ~~par télécopie~~ ou par courriel.

~~22.9~~ 20.9 L'acte de nomination d'un mandataire doit être présenté au lieu désigné pour la réunion avant l'heure de la tenue de la réunion à laquelle la personne désignée dans cet acte propose de voter. La convocation contient d'autres détails concernant les exigences relatives à l'acte de nomination d'un mandataire.

~~22.10~~ 20.10 À la discrétion du Conseil et si cela est prévu dans l'avis de convocation correspondant, un Actionnaire peut participer à une assemblée des ~~Actionnaires~~ actionnaires de la Société par conférence téléphonique, par vidéoconférence ou par tout autre moyen de communication similaire permettant à toutes les personnes participant à l'assemblée de s'entendre et de se parler et de délibérer correctement, et la participation à une assemblée par ce moyen constitue une présence effective à cette assemblée, y compris aux fins de calcul du quorum.

~~22.11 Les Actionnaires~~ 20.11 Les actionnaires peuvent voter par correspondance, au moyen d'un formulaire qui sera fourni par la Société et qui comprendra au moins les informations suivantes : le lieu, la date et l'heure de l'assemblée ; le nom, l'adresse et toute autre information pertinente concernant l'actionnaire ; le nombre

d'Actions détenues par cet actionnaire ; l'ordre du jour de l'assemblée ; le texte des résolutions proposées ; la possibilité de voter positivement ou négativement ou de s'abstenir ; la possibilité de voter par procuration pour toute nouvelle résolution ou toute modification des résolutions qui pourrait être proposée au cours de l'assemblée ou annoncée par la Société après l'envoi par l'actionnaire du formulaire fourni par la Société. Les formulaires de vote par correspondance doivent être reçus par la Société au plus tard la veille du cinquième (5e) jour précédant la date de l'assemblée générale des actionnaires, à moins que la Société ne fixe un délai plus court ou plus long. Les formulaires dûment remplis reçus par la Société conformément aux conditions susmentionnées seront pris en compte pour déterminer le quorum de l'assemblée générale des actionnaires. Le Conseil adopte toutes les autres réglementations et règles concernant la participation à l'assemblée et les formulaires à utiliser pour voter par correspondance.

~~22.12~~20.12 La Société reconnaît les modalités de vote ou engagements convenues dans les présents Statuts ou toute convention d'actionnaires, dans la mesure où ces modalités de vote ne sont pas contraires aux dispositions de l'Article 450-2 de la Loi.

~~22.13~~20.13 Les résolutions à adopter lors des assemblées générales ordinaires des actionnaires (sauf disposition contraire dans le présent document) sont votées à la majorité simple, quelle que soit la proportion du capital social représenté.

~~22.14~~20.14 Les présents Statuts ne peuvent être modifiés (sauf disposition contraire) et un Événement de Liquidité Qualifiant et/ou une Question Réservée ne peuvent être approuvés que par des votes valablement exprimés lors d'une assemblée générale, qui représentent au moins les deux tiers du capital social de la Société. L'ordre du jour d'une telle assemblée doit indiquer les modifications proposées aux Statuts, y compris le texte de toute modification proposée de l'objet ou de la forme de la Société, ou une description de l'Événement de Liquidité Qualifiant ou de la Question Réservée, selon le cas. Chaque actionnaire votera en faveur de toute modification des Statuts qui pourrait être nécessaire, afin de renouveler de temps à autre, avant son expiration, l'autorisation accordée au Conseil en vertu des Articles 5.3 et 5.4, conformément aux termes des Bons de Souscription applicables en vigueur au 12 décembre 2024, d'émettre de temps à autre des Actions aux détenteurs des Bons de Souscription ou conformément au MEP et (ii) de limiter ou d'annuler les droits de souscription préférentiels des actionnaires existants autrement applicables à une telle émission à cette fin. Si aucun quorum n'est atteint lors d'une assemblée, une deuxième assemblée peut être convoquée conformément aux dispositions du présent Article ~~22.20~~ qui peut délibérer indépendamment du quorum et au cours de laquelle les résolutions sont adoptées à une majorité d'au moins deux tiers des voix valablement exprimées. Les abstentions et les votes nuls ne seront pas pris en compte.

~~22.15~~20.15 Les engagements des actionnaires ne peuvent être augmentés qu'avec le consentement unanime des actionnaires.

~~22.16~~20.16 Les procès-verbaux des assemblées générales sont signés par les membres du bureau de

l'assemblée. Les copies ou extraits de procès-verbaux à produire en justice ou ailleurs sont signés conformément à l'Article ~~14~~12 des présentes.

~~22.17~~20.17 Un actionnaire peut décider individuellement de ne pas exercer, temporairement ou définitivement, tout ou partie de ses droits de vote au moyen d'une renonciation formelle à ses droits. L'actionnaire qui renonce est lié par cette renonciation et la renonciation doit être reconnue par la Société dès notification. Si les droits de vote sont suspendus ou si l'exercice des droits de vote a été renoncé par un ou plusieurs actionnaires conformément au présent article, ces actionnaires peuvent assister à toute assemblée générale, mais les actions qu'ils détiennent ne seront pas prises en compte pour la détermination des conditions de quorum et de majorité à respecter lors de ~~l'assemblée générale~~l'Assemblée Générale.

Art. ~~23~~21. Questions Réservées

~~23.1~~21.1 La Société ne prendra aucune mesure concernant les questions visées à l'article ~~23.2~~ 21.2 (les **Questions Réservées**) sans l'approbation préalable des actionnaires de la Société, agissant conformément à l'article ~~22.13~~20.14 des Statuts.

~~23.2~~21.2 Les décisions suivantes concernent les Questions Réservées :

- (i) toute acquisition ou série d'acquisitions connexes par la Société, ou par l'une de ses filiales directes ou indirectes, d'actifs (y compris par voie de fusion, de consolidation ou autre) d'une valeur totale supérieure à cent millions de dollars américains (USD 100.000.000) ;
 - (ii) toute vente, tout transfert, toute location, tout échange, toute charge ou toute autre disposition d'actifs (tout ce qui précède constitue une « **disposition** ») détenus par la Société ou par l'une de ses filiales directes ou indirectes, dans le cadre d'une ou de plusieurs transactions connexes (y compris par voie de fusion, de consolidation ou autre), d'une valeur totale supérieure à cent millions de dollars américains (USD 100.000.000) ; et
 - (iii) la consolidation ou le regroupement de la Société avec ou dans une autre entité, que ce soit par voie de fusion, de consolidation, d'échange d'actions ou de toute autre opération ou série d'opérations similaires, que la Société soit ou non l'entité survivante,
- étant entendu que, pour éviter toute ambiguïté, (i) toute acquisition ou disposition en vertu des clauses (i) ou (ii) ci-dessus entre la Société et l'une de ses filiales directes ou indirectes ou entre ces filiales, dans chaque cas, dans le cours normal des affaires et (ii) tout investissement dans un actif opérationnel du Groupe détenu par la Société ou ses filiales au 12 décembre 2024 (ou toute dépense liée à ces actifs), ne sera en aucun cas une Question Réservée.

V. AUDITEURS EXTERNES

Art. ~~24~~22. Auditeurs externes.

~~24.1~~22.1 Les opérations de la Société sont contrôlées par un ou plusieurs commissaires. L'assemblée générale des actionnaires nomme le ou les commissaires et fixe la durée de leur mandat, qui ne peut excéder six (6) ans.

~~24.2~~22.2 Lorsque la loi l'exige, les activités de la société sont contrôlées par un ou plusieurs ~~réviseurs~~réviseur(s) d'entreprises ~~agrées~~agrée(s).

~~24.3~~22.3 Un commissaire peut être révoqué à tout moment, sans préavis et avec ou sans motif, par l'assemblée générale des actionnaires.

~~24.4~~22.4 Si l'assemblée générale des actionnaires de la Société désigne un ou plusieurs réviseur(s) d'entreprises agréé(s) conformément à ~~l'Article~~l'article 69 de la loi du 19 décembre 2002 concernant le registre de commerce et des sociétés ainsi que la comptabilité et les comptes annuels des entreprises, telle que modifiée, l'institution de commissaires n'est plus requise.

VI. EXERCICE FINANCIER, DISTRIBUTION DES BÉNÉFICES

Art. ~~25~~23. Exercice financier.

~~25.1~~ L'exercice financier de la Société commence le premier jour de janvier et s'achève le trente-et-un décembre de chaque année.

Art. ~~26~~24. Distribution des bénéfices.

~~26.1~~24.1 Après déduction de toutes les dépenses de la Société et de l'amortissement, le solde créditeur représente le bénéfice net de la Société.

~~26.2~~24.2 Sur le bénéfice net, cinq pour cent (5,00 %) sont affectés à la réserve légale ; cette affectation cesse d'être obligatoire lorsque la réserve atteint dix pour cent (10,00 %) du capital de la Société. Toutefois, si le fonds de réserve devient inférieur à dix pour cent (10,00 %) du capital social, il est à nouveau prélevé cinq pour cent (5,00 %) du bénéfice net pour être affecté à la réserve légale.

~~26.3~~24.3 L'affectation du solde des bénéfices nets est à la disposition de l'assemblée générale des actionnaires, qui peut décider du versement d'un dividende, du transfert du solde à un compte de réserve ou de son report conformément aux dispositions légales applicables.

~~26.4~~24.4 Des dividendes intérimaires ou d'autres réserves (y compris les primes d'émission mais à l'exclusion de la réserve légale) peuvent être distribués à tout moment conformément à la Loi, dans les conditions suivantes :

- (i) le Conseil établit des comptes ~~intermédiaires~~intérimaires ;
- (ii) les comptes ~~intermédiaires~~intérimaires font apparaître que les bénéfices et autres réserves (y compris

les primes d'émission) disponibles pour la distribution sont suffisants, étant entendu que le montant à distribuer ne peut excéder les bénéfices réalisés depuis la fin de l'exercice précédent pour lequel les comptes annuels ont été approuvés, s'il y a lieu, augmentés des bénéfices non distribués reportés et des réserves distribuables, et diminués des pertes reportées et des sommes à affecter à toute réserve légale ou statutaire ;

(iii) la décision de distribuer des dividendes intérimaires ou d'autres réserves (y compris les primes d'émission, à l'exception de la réserve légale), doit être prise par le Conseil dans les deux (2) mois suivant la date des comptes intermédiaires ; et

(iv) dans leur rapport au Conseil, les commissaires ou les réviseurs d'entreprises agréés, selon le cas, doivent vérifier si les conditions (i) à (iii) ci-dessus sont remplies.

VII. DISSOLUTION, LIQUIDATION ET AVIS

Art. ~~27~~25. Dissolution, liquidation.

~~27.1~~25.1 La Société peut être dissoute par une résolution de l'assemblée générale des actionnaires conformément à l'Article 3.2 des présentes. La liquidation sera effectuée par un ou plusieurs liquidateurs, personnes physiques ou morales, nommés par l'assemblée générale des actionnaires, qui précisera leurs pouvoirs et fixera leur rémunération.

~~27.2~~25.2 Sous réserve des autres dispositions des présents Statuts, l'excédent résultant de la réalisation de l'actif et du paiement du passif est réparti entre les actionnaires proportionnellement au nombre d'Actions qu'ils détiennent.

Art. ~~28~~26. Avis.

~~28.1~~26.1 Toute notification, information ou déclaration écrite devant être donnée par la Société aux actionnaires peut être fournie de toute manière dont on peut raisonnablement s'attendre à ce qu'elle atteigne chaque actionnaire y compris par moyen électronique, ou par courrier adressé à chaque actionnaire à l'adresse figurant dans le Registre.

~~28.2~~26.2 Toute assignation, avis, document d'ordonnance, procédure, information ou déclaration écrite devant être signifiée à la Société peut être signifiée en la remettant, ou en l'envoyant par courrier recommandé adressé à la Société à son siège social, ou en la déposant à, ou en l'envoyant par courrier recommandé à, l'agent enregistré de la Société.

~~28.3~~26.3 La signification d'une convocation, d'un avis, d'un ordre, d'un document, d'un processus, d'une information ou d'une déclaration écrite devant être signifiée à la Société peut être prouvée en démontrant que la convocation, l'avis, l'ordre, le document, le processus, l'information ou la déclaration écrite a été livré au siège social ou à l'agent enregistré de la Société ou qu'il a été posté dans un délai tel qu'il peut être livré à

l'agent enregistré de la Société dans le cours normal de la livraison dans la période prescrite pour la signification, qu'il a été correctement adressé et que l'affranchissement a été prépayé.

VIII. LOI APPLICABLE.

Art. ~~29~~27. Loi applicable.

Toutes les matières qui ne sont pas régies par les Statuts seront réglées conformément à la Loi et à toutes les autres lois en vigueur.

IX. DIVERS.

Art. ~~30~~28. Définitions.

Lorsqu'ils sont utilisés dans les présents Statuts, et sauf définition contraire, les termes suivants ont la signification suivante :

« **Affilié** » désigne, pour toute Entité, toute autre Entité qui, directement ou indirectement, par un ou plusieurs intermédiaires, Contrôle, est Contrôlée par ou est sous Contrôle commun avec cette Entité, étant entendu que les sociétés de portefeuille d'un fonds d'investissement ne sont pas considérées comme des « Affiliés » de la société de gestion ou de l'associé commandité de ce fonds d'investissement.

« **Jour Ouvrable** » désigne tout jour autre qu'un samedi, un dimanche ou tout autre jour où les banques commerciales sont, le cas échéant, autorisées à fermer en vertu de la loi applicable au Luxembourg, en Norvège, à New York, aux îles Vierges britanniques, aux îles Caïmans, à São Paulo, à Londres ou à Rio de Janeiro, ou sont effectivement fermées.

« **Contrôle** » (y compris, avec des significations corrélatives, les termes « contrôlant », « contrôlé par » et « sous contrôle commun avec »), tel qu'utilisé à l'égard de toute Entité, signifie la possession, directement ou indirectement, du pouvoir de diriger ou de faire diriger la gestion ou les politiques de cette Entité, que ce soit par la propriété de titres avec droit de vote, par un accord ou autrement. Pour éviter toute ambiguïté, un commandité/une société de gestion est réputé(e) Contrôler une société en commandite simple/un fonds professionnel de capital investissement ou un fonds commun de placement à risques qu'il/elle gère ou conseille.

« **Entité** » signifie toute personne morale, ainsi que toute société en participation, fonds commun de placement à risques ou fonds professionnel de capital investissement, société en commandite et toute organisation similaire ou équivalente, ayant ou non la personnalité juridique.

« **Exchange Act** » désigne le Securities Exchange Act de 1934, tel que modifié, et les règles et règlements de la SEC promulgués en vertu de celui-ci.

« **Direction Générale** » désigne le groupe de personnes au plus haut niveau de l'organisation de la Société ou de ses Affiliées qui, en vertu de leur fonction de Directeur Général (CEO), de Directeur Financier (CFO), de Directeur des Opérations (COO), de Directeur de l'Information (CIO) ou d'un autre cadre de Niveau C, ont la responsabilité de gérer la Société ou une partie importante de ses affaires.

« **Date d'Émission** » désigne le 10 juin 2022.

« **Événement de Liquidité** » désigne, en ce qui concerne la Société, l'un des éléments suivants, directement ou indirectement, sous forme d'une transaction ou d'une série de transactions liées :

(i) toute fusion ou consolidation (que la Société soit ou non l'entité survivante), autre qu'une fusion ou consolidation de la Société avec une ou plusieurs de ses filiales directes ou indirectes détenues à 100 % ;

(ii) tout achat d'actions, regroupement d'entreprises, offre d'achat ou d'échange, ou toute autre transaction, en vertu de laquelle une « personne » ou un « groupe » (tel que défini à l'Article 13(d) de l'Exchange Act) acquerrait ou détiendrait autrement la propriété effective de plus de 50 % des Actions (autre que le résultat d'une fusion ou d'une consolidation de la Société avec une ou plusieurs de ses filiales directes ou indirectes détenues à 100 %) ; ou

(iii) toute vente, tout transfert, toute location, tout échange, toute charge ou toute autre disposition d'actifs représentant la totalité ou la quasi-totalité des actifs de la Société (y compris ses filiales, prises dans leur ensemble),

étant précisé qu'un Événement de Liquidité ne sera pas déclenché par des achats ou des ventes sur le marché dans le cours normal des affaires par tout actionnaire, à condition qu'une transaction ou une série de transactions qui déclencherait l'un des événements précédents soit considérée comme n'étant pas une transaction dans le cours normal des affaires.

« **Marché Principal de la Bourse d'Oslo (OSE)** » désigne [Euronext Oslo Børs \(liste principale\) ou Euronext Expand, qui est un marché réglementé au sens de la Directive 2014/65/UE du Parlement européen et du Conseil du 15 mai 2014 concernant les marchés d'instruments financiers.](#)

« **OSE** » désigne [Euronext Oslo Børs, un opérateur de marché en Norvège.](#)

~~« **Cotation** » désigne l'admission de la Société à la négociation de ses Actions ou certificats de dépôt sur Euronext Growth Oslo, un système multilatéral de négociation exploité par la Bourse d'Oslo ou une autre place de marché.~~

~~« **Titulaire Majoritaire** » désigne le cessionnaire ou le souscripteur d'une Cession ou d'une Souscription déclenchant l'Événement d'Offre Publique d'Achat Obligatoire, étant entendu qu'un Dépositaire ne peut être un Actionnaire Majoritaire, quel que soit le nombre d'actions inscrites à son nom dans le Registre.~~

~~« **Date de Clôture de l'Offre Publique d'Achat Obligatoire** » a la signification qui lui est donnée à l'article 8.4 (iv).~~

~~« **Événement d'Offre Publique d'Achat Obligatoire** » désigne toute Cession ou toute Souscription à la suite~~

~~desquels un cessionnaire ou un souscripteur viendrait à détenir, avec ses Affiliés, plus de cinquante pour cent (50%) des Titres (ou autres titres convertibles ou échangeables dans le capital social de la Société) directement ou indirectement, y compris par l'intermédiaire du Dépositaire en sa qualité de Titulaire, du cessionnaire ou du souscripteur (le **Seuil de Propriété**); étant entendu que toute Cession ou Souscription à la suite de laquelle un Dépositaire atteint le Seuil de Propriété ne constitue pas un Événement d'Offre Publique d'Achat Obligatoire, sauf si elle a également pour effet qu'un Titulaire atteint le Seuil de Propriété.~~

~~« **Offre Publique d'Achat Obligatoire** » a la signification qui lui est donnée à l'article 8.1.~~

~~« **Notification d'Offre Publique d'Achat Obligatoire** » a la signification qui lui est donnée à l'article 8.2.~~

~~« **Titulaires Minoritaires** » désigne tous les titulaires de Titres (directement ou indirectement par l'intermédiaire du Dépositaire) qui ne sont pas des Titulaires Majoritaires, à l'exclusion du Dépositaire.~~

~~« **Événement de Liquidité Qualifiant** » désigne un Événement de Liquidité qui a été approuvé par le Conseil.~~

~~« **Question Réservée** » a la signification qui lui est donnée à l'article ~~23~~21.~~

~~« **Convention de Bon de Souscription Modifiée** », désigne, collectivement, les conventions de bon de souscription, datées de la Date d'Émission, relatives aux Bons de Souscription (sans tenir compte des modifications qui y ont été apportées).~~

~~« **Titres** » désigne, en ce qui concerne la Société, les Actions et/ou les Bons de Souscription.~~

~~« **Événement de Liquidité Qualifiant Spécifié** » a la signification qui lui est donnée à dans la Convention de Bon de Souscription Modifiée.~~

~~« **SEC** » désigne à tout moment la Securities and Exchange Commission ou toute autre agence fédérale administrant à ce moment-là le Securities Act.~~

~~« **Securities Act** » désigne le Securities Act de 1933, tel que modifié, et les règles et règlements de la SEC promulgués en vertu de celui-ci.~~

~~« **Souscription** » : désigne toute souscription directe ou indirecte de nouveaux Titres de la Société (y compris une souscription indirecte d'Actions via une souscription de Certificats de Dépôt émis par le Dépositaire).~~

~~« **Squeeze-Out** » a la signification qui lui est donnée à l'article 9.1.~~

~~« **Bénéficiaire du Squeeze-Out** » désigne le cessionnaire ou le souscripteur d'une Cession ou d'une Souscription, à l'exclusion du Dépositaire, déclenchant le Évènement de Squeeze-Out.~~

~~« **Date de Clôture du Squeeze-Out** » a la signification qui lui est donnée à l'article 9.3 (iii)~~

~~« **Événement de Squeeze-Out** » désigne toute Cession ou Souscription à la suite de laquelle un cessionnaire ou un souscripteur deviendrait propriétaire, conjointement avec ses Affiliés, de plus de quatre vingts (80) % des Titres (ou d'autres titres pouvant être convertis ou échangés en actions du capital social de la Société) directement ou indirectement, y compris par l'intermédiaire du Dépositaire en sa qualité de Titulaire (le **Seuil de Participation SO**); étant entendu que toute Cession ou toute Souscription à la suite de laquelle un Dépositaire atteint le Seuil de Participation SO ne constitue pas un Événement de Squeeze-Out, sauf si elle a~~

~~également pour conséquence qu'un Titulaire atteint le Seuil de Participation SO.~~

~~« Notification du Squeeze Out » a la signification qui lui est donnée à l'article 9.2.~~

~~« Vendeurs du Squeeze Out » désigne tous les titulaires des Titres (directement ou indirectement par l'intermédiaire du Dépositaire) autres que le Bénéficiaire du Squeeze Out et le Dépositaire.~~

« Cession » désigne, que ce soit volontairement ou involontairement ou par l'effet de la loi, directement ou indirectement, une cession, un transfert, une donation ou un don.

« Bons de Souscription », signifie les bons de souscription pouvant être exercés contre des Actions, tels qu'ils ont été émis initialement à la Date d'Émission et tels qu'ils ont été modifiés et mis à jour conformément à la Convention de Bon de Souscription Modifiée.

Constellation Oil Services Holding S.A.

Société anonyme

Siège social: 8-10, Avenue de la Gare

L-1610 Luxembourg

Grand-Duché de Luxembourg

R.C.S. Luxembourg: B163424

(the **Company**)

**REPORT OF THE BOARD OF DIRECTORS OF THE COMPANY FOR THE PURPOSES OF
ARTICLE 441-7 AND OF ARTICLE 420-26 (5) OF THE LUXEMBOURG LAW ON
COMMERCIAL COMPANIES OF 10 AUGUST 1915, AS AMENDED
DATED 23 MARCH 2026**

Dear Shareholders,

Pursuant to the convening notice to be published on 24 March 2026, the board of directors of the Company (the **Board**), invites the shareholders of the Company to resolve *inter alia* on:

- a) the acknowledgment of the financial conflict of interest of Maria Gordon, Jorge Tagle, Jaap Jan Prins and Bruno Serapião with respect to certain items (as detailed in section A below) which are submitted to the Company's shareholders for a decision at the occasion of an annual general meeting of the shareholders of the Company (the **AGM**) and, as applicable, of an extraordinary general meeting of the shareholders of the Company (the **EGM**, together with the AGM, the **General Meetings**); and
- b) new authorizations under the authorised share capital for a primary offering and a management incentive plan (the **Relevant Amendments**), at the occasion of an EGM.

Insofar as not indicated otherwise, capitalized terms in this report shall take the meaning ascribed to them in the articles of association of the Company (the **Articles**).

According to article 441-7 of the Luxembourg law dated 10 August 1915 relating to commercial companies, as amended (the **Law**), any director who has a direct or indirect financial interest in a decision or transaction by the board of directors which conflicts with the company's interests must inform the board of the conflict of interest and may not take part in the relevant deliberations of the board. The items on which a director has a conflict of interest, must be specially reported at the next following general meeting of the shareholders, before any other resolution is put to the vote.

Through the current report the shareholders are informed of the conflict of interest of Maria Gordon, Jorge Tagle, Jaap Jan Prins and Bruno Serapião with respect to the Submitted Items (as defined below) which relate to matters concerning remuneration and equity allocation to Board members and, as such, fall within the competence of the shareholders of the Company and were therefore submitted by the Board to the shareholders of the Company for approval (the **Conflict-of-Interest Report**).

Separately, according to article 420-26 (5) of the Law, if a general meeting is called to resolve upon the proposal to limit or suppress any preferential subscription rights of the existing shareholders or to authorise the board of directors of a public limited liability company (*société anonyme*) to do so, the reason for this and in particular the proposed issuance price for the shares must be set out in a report to be prepared by the board of directors of such company (the **Authorised Capital Report**, together with the Conflict-of-Interest Report, the **Board Report**). The Authorised Capital Report must be submitted to the general meeting of the shareholders.

A. Conflict of interest of Maria Gordon, Jorge Tagle, Jaap Jan Prins and Bruno Serapião with respect to the Submitted Items (as defined below)

The Board is hereby informing the shareholders of the Company that some of the directors of the Company, more precisely Maria Gordon, Jorge Tagle, Jaap Jan Prins and Bruno Serapião, have declared a potential conflict of interest during the Board meeting held on 23 March 2026 with respect to the following items:

- (i) the consideration of the definition of Liquidity Event in line with the terms set out in resolution 18 of the draft Proposed Resolutions and Explanatory Notes for the AGM; and
- (ii) the amendment to the authorized share capital in relation to the management incentive plan for certain members of the Board and other eligible persons previously approved by the shareholders (the **MIP**) as further set out in resolution 2 of the draft Proposed Resolutions and Explanatory Notes for the EGM so as to inter alia issue additional shares of the Company to the beneficiaries of the BOD MIP (defined in the Proposed Resolutions and Explanatory Notes as Contingent Equity Portion)

(together the **Submitted Items**).

In respect of the Submitted Items, Maria Gordon, Jorge Tagle, Jaap Jan Prins and Bruno Serapião acknowledged that they have a potential conflict of interest as they are beneficiaries under the BOD MIP. Given that the Submitted Items relate to matters concerning remuneration and equity allocation to Board members and, as such, fall within the competence of the shareholders of the Company, they are submitted by the Board to the shareholders of the Company for approval. The Submitted Items have been included in the General Meetings convening notice under item 18 of the AGM agenda and item 2 of the EGM agenda.

In this context and in accordance with Article 441-7 of the Law, the shareholders are invited to acknowledge that they have been informed by the Board on the conflict of interest of Maria Gordon, Jorge Tagle, Jaap Jan Prins and Bruno Serapião with respect to the Submitted Items.

B. Authorizations under the authorised share capital for a primary offering and a management incentive plan

I. **INTRODUCTION**

The Board, subject to the approval at the General Meeting of the Relevant Amendments, may need to increase the Company's share capital and issue additional ordinary registered shares of the Company, with a nominal value of USD 0.18 (the **Shares**) for the purpose of:

- (i) *issuances of Shares in the context of an offering of its Shares or Depository Receipts (as this term is defined in the Company's articles of association) by the Company and listing of such Shares or Depository Receipts by the Company on the Main Market (Euronext Oslo Børs (mainlist) or Euronext Expand) of the Euronext Oslo Børs (the **Main Market of the OSE**), whereby the Board shall be authorised to utilise the authorised share capital to increase the share capital of the Company, once or more, by a maximum amount of sixty eight thousand one hundred eighty five United States dollars and twenty six cents (USD 68,185.26), by issuing a maximum of three hundred seventy eight thousand eight hundred seven (378,807) Shares;*
- (ii) *issuances of Shares, with or without consideration, for the purpose of settling in part the cash entitlements of eligible Board members and other eligible persons under the MIP, by way of issuance of Shares in lieu of cash payment to such eligible Board members and other eligible persons, once or more, by a maximum amount of one hundred fifty-three thousand five hundred twenty-seven United States dollars and four cents (USD 153,527.04), by issuing a maximum of eight hundred fifty-two thousand nine hundred twenty-eight (852,928) Shares.*

In this regard, the Board requires flexibility as to the timing and opportunity to issue such Shares and therefore proposes to the General Meeting, as part of the Relevant Amendments, to amend and restate the articles of association of the Company (the **Articles**) relating to the authorised share capital to authorize issuances of Shares for two new purposes: the primary offering and the management incentive plan, and therefore to:

- (i) authorize the Board to utilise the authorised share capital to increase the share capital of the Company, once or more, up to the limits and for purposes as set out hereabove;
- (ii) increase the current share capital of the Company one or more times up to and within the limits of the Company's authorised capital by the issuance of any of the above-mentioned new Shares, with or without share premium, against payment in cash or in kind, by conversion of claims on the Company or share premium or in any other manner (including for free);
- (iii) limit or suppress the shareholders' preferential subscription rights to any new Shares and determine the person(s) who are authorised to subscribe to any new Shares; and

- (iv) record each share capital increase by way of a notarial deed and amend the shareholders' register of the Company accordingly.

II. DESCRIPTION OF THE PROPOSED AUTHORISATION TO THE BOARD

The Board proposes that the General Meeting renews the existing authorised capital and approves the following amendments to the current articles 5.2, 5.3, 5.4 and 5.8 (second paragraph of which will become new article 5.9) of the Articles:

“

5.2 *The Board shall have the right to raise the share capital of the Company up to an amount of two million three hundred forty nine thousand five hundred ninety seven United States dollars and seventy eight cents (USD 2,349,597.78), by issuing a maximum of thirteen million fifty-three thousand three hundred twenty-one (13,053,321) Shares (such aforementioned Shares and authorised share capital, excluding the issued Shares and share capital of the Company, the “**Authorised Share Capital**”).*

5.3 *The Authorised Share Capital may only be used for the following purposes:*

5.3.1 *issuances of Shares in the context and in accordance with the terms of the Warrants in effect as of 12 December 2024, whereby the Board shall be authorised to utilise the Authorised Share Capital to increase the share capital of the Company, once or more, by a maximum amount of one million eight hundred twenty-three thousand nine hundred and one United States dollars and eighty-four cents (USD 1,823,901.84), by issuing a maximum of ten million one hundred thirty-two thousand seven hundred eighty-eight (10,132,788) Shares (the “**Warrant Shares Issuances**”);*

5.3.2 *issuances of Shares in the context of the a long term incentive plan, to be adopted by and in the discretion of the Board in the context and within the limits of the Authorised Share Capital (the “**LTI**”), which may include allocation of stock options, warrants, restricted stock units (RSUs), or other forms of equity compensation to executives of the Company or its direct or indirect subsidiaries, whereby the Board shall be authorised to utilise the Authorised Share Capital to increase the share capital of the Company, once or more, by a maximum amount of three hundred three thousand nine hundred eighty-three United States dollars and sixty-four cents (USD 303,983.64), by issuing a maximum of one million six hundred eighty-eight thousand seven hundred ninety-eight (1,688,798) Shares (the “**LTI Issuances**”);*

5.3.3. *issuances of Shares in the context of an offering of its Shares or Depository Receipts (as this term is defined below) by the Company and listing of such Shares or Depository Receipts by the Company on the Main Market of the OSE, whereby the Board shall be authorised to utilise the Authorised Share Capital to increase the share capital of the Company, once or more, by a maximum amount of sixty eight thousand one hundred eighty five United States dollars and twenty six cents (USD 68,185.26), by issuing a maximum of three hundred seventy eight thousand eight hundred seven (378,807) Shares (the “**Uplisting Issuances**”);*

5.3.4. *issuances of Shares, with or without consideration, for the purpose of settling in part the cash entitlements of eligible Board members under the management incentive plan previously approved by the shareholders (the “**BoD MIP**”), by way of delivery of*

Shares in lieu of cash payment to such eligible Board members and to issue Shares to the Board members, management of the Company and other eligible persons in connection with the management incentive plan (the "MIP"), once or more, by a maximum amount of one hundred fifty-three thousand five hundred twenty-seven United States dollars and four cents (USD 153,527.04), by issuing a maximum of eight hundred fifty-two thousand nine hundred twenty-eight (852,928) Shares (the "MIP Shares Issuances", and together with the Warrant Share Issuances, the LTI Issuances and the Uplisting Issuances, the "Authorised Share Capital Issuances").

5.4 For a period of five (5) years starting from (i) as regards articles 5.3.1 and 5.3.2 above, the date of the deed of amendment dated 19 June 2025 amending the Authorised Share Capital and (ii) as regards articles 5.3.3 and 5.3.4 above, the date of the deed of amendment dated 14 April 2026 amending the Authorised Share Capital, and within the limits of the Authorised Share Capital set out under Article 5.3 and further subject to Article 5.7, the Board is authorised (i) to increase the current share capital of the Company one or more times by the issuance of any of the above-mentioned new Shares, with or without share premium, against payment in cash or in kind, by conversion of claims on the Company or share premium or in any other manner (including for free); and (ii) to limit or cancel the preferential subscription rights of existing shareholders otherwise applicable to such issuance, it being understood that the authorization to issue Shares without consideration as set out in article 5.3.4 shall automatically entail, for the benefit of the beneficiaries of the free shares, a waiver by the existing shareholders of their preferential subscription rights as per the Law.

5.9 The Shareholders shall have preemptive subscription rights upon the issuance of Shares in accordance with the laws of the Grand Duchy of Luxembourg. However, the Board is authorized to limit or cancel preemptive subscription rights in connection with the Authorised Share Capital Issuances."

III. PURPOSE OF THE ENVISAGED LIMITATION AND REASONING

The Board considers that the Relevant Amendments, as outlined above, and corresponding authorization to the Board to suppress or limit preferential subscription rights is necessary for the following reasons:

(i) **Uplisting on the Main Market:** In the context of a contemplated primary offering of the Company's Shares or Depository Receipts and the listing of such Shares or Depository Receipts on the Main Market (the **Uplisting**), the Company requires sufficient flexibility to implement such a transaction in accordance with applicable market practice and rules. In particular, the Company intends, in connection with the Uplisting, to broaden its shareholder base so as to meet the shareholder distribution criteria applicable for admission to trading on the Main Market, including the requirement to have at least 500 shareholders. To that end, the Board considers that a primary offering by the Company may be required. The contemplated size of such primary offering would be up to USD 5,000,000 (or the equivalent amount in other currencies). Given that the timing, structure and final size of any such primary offering will depend on market conditions and regulatory and exchange processes, the Board believes it is in the best interests of the Company to obtain the relevant shareholder authorisations in advance, so that, if and when the Company decides to proceed with the Uplisting, the issuance of new Shares can be implemented without undue delay. Accordingly, the Board requires the authority (x) to increase the share capital of the Company, once

or more, in a timely manner and (y) to limit or cancel preferential subscription rights of shareholders in connection with such issuance.

The Board further believes that the Uplisting may be beneficial to the Company as it is expected to (a) improve trading liquidity and broaden the investor base by providing access to a larger and more diverse pool of Norwegian and international investors, (b) enhance the Company's visibility, credibility and market profile by moving to a regulated market, (c) strengthen the Company's ability to raise equity capital in the future and potentially reduce the cost of capital over time through improved market access and liquidity, and (d) provide the Company with a more efficient equity currency for potential strategic transactions and employee incentive arrangements. The Board notes that the realisation of these potential benefits will depend on market conditions and the Company's ability to satisfy applicable regulatory and exchange requirements.

The share price for issuances in the context of the Uplisting will be determined at the time of the relevant offering, based on the outcome of the bookbuilding process and in accordance with prevailing market practice and market conditions, and shall be near or in the range between the nominal value of such Shares and the fair market value of such Shares.

(ii) **Modification of Settlement Mechanism under the Management Incentive Plan:** The management incentive plan for certain members of the Board and other eligible persons (the **MIP**), including the board members' management incentive plan (the **BoD MIP**, as such term is defined in the annex to the minutes of the general meeting of shareholders of the Company held on 30 June 2022), has been duly approved by the shareholders and entitles eligible participants to receive awards upon the occurrence of a Liquidity Event.

Under the current terms of the MIP, as amended by the MIP term sheet approved by the general meeting of shareholders on 12 December 2024, the entitlements of eligible members of the Board under the BoD MIP are denominated and payable exclusively in cash. The Board now proposes to introduce the option for the Company to settle such cash entitlements up to 50% and at the eligible person's choice, through the issuance and delivery of Shares, subject to the terms and conditions of the MIP and applicable law. Any such settlement in Shares would require the Company to issue new Shares to the relevant beneficiaries with or without consideration and, accordingly, the Board requires the authority to increase the share capital and to limit or cancel existing shareholders' preferential subscription rights in connection with such issuance. The issue price for any Shares issued for these purposes shall be determined at the relevant time in accordance with the applicable terms of the MIP and prevailing market practice, taking into account the fair market value of the Shares (including, as applicable, by reference to the market value of any depository receipts listed on the Main Market of the OSE) and may range from USD 0 (in case of Shares granted for free in accordance with the Law) and the fair market value of the Shares as aforementioned. In addition, for the portion of the cash entitlement that is voluntarily converted into Shares by an eligible Board member and other eligible persons (the **Base Equity Component**), the Board proposes to grant a supplemental equity component equal to thirty percent (30%) of the converted base amount (the **Supplemental Equity Component**). Both the Base Equity Component and the Supplemental Equity Component would be granted in the form of Shares that are subject to a lock-up period of 12 months as of their issuance. The issuance of Shares pursuant to the Base Equity Component and the Supplemental Equity Component would likewise require the authority to increase the share capital and to limit or cancel existing shareholders' preferential subscription rights.

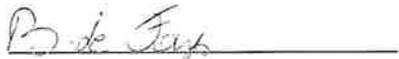
The Board considers that the proposed settlement mechanism, including the option to satisfy cash entitlements through the delivery of Shares and the granting of the Supplemental Equity Component for voluntarily converted amounts, serves the Company's strategic and financial interests for the following reasons: (a) it mitigates immediate cash outflows at or around the occurrence of a Liquidity Event, thereby preserving liquidity during a transaction-critical period; (b) it enhances balance sheet flexibility and optimizes capital allocation by reducing cash disbursements while maintaining the economic substance of the entitlements under the MIP; and (c) it strengthens governance and promotes long-term value creation by aligning the interests of eligible Board members and other eligible persons with those of shareholders through meaningful equity ownership subject to lock-up. The Supplemental Equity Component is specifically designed to compensate the eligible participants for the restrictions and illiquidity resulting from the 12-month lock-up period applicable to the Shares received, which is consistent with customary market practice for equity-based incentive arrangements involving transfer restrictions. Furthermore, the Board notes that, under this new structure, members of the Board who elect to receive Shares will become equity holders of the Company on terms comparable to those applicable to the Company's management, who already receive a portion of their entitlements under the Long Term Incentive Plan (LTI) in the form of Shares. This alignment between the Board and management reinforces a shared commitment to long-term value creation and demonstrates the Board's genuine interest in being aligned with the interests of the shareholders. The Board further notes that any election by eligible Board members, management and other eligible persons to receive Shares in lieu of cash constitutes a material modification of the economic terms of their award, as such election entails (i) the relinquishment of guaranteed liquidity and immediate cash realization, (ii) exposure to share price volatility and market risk, (iii) transfer restrictions and limitations on liquidity, and (iv) downside exposure inherent in equity ownership, particularly in a cyclical industry.

The Board believes that the proposed extension of the authorized share capital to include the new authorizations for the Uplisting and the MIP, including the authority to limit or cancel preferential subscription rights, is in the best interests of the Company and its shareholders, as it provides the necessary flexibility to implement the Uplisting and the MIP, complementing the existing authorizations for the Warrants and the LTI.

[signature page follows]

SIGNATURE PAGE TO THE REPORT OF THE BOARD OF DIRECTORS CONSTELLATION OIL SERVICES HOLDING S.A. FOR THE PURPOSES OF ARTICLE 441-7 AND OF ARTICLE 420-26 (5) OF THE LUXEMBOURG LAW ON COMMERCIAL COMPANIES OF 10 AUGUST 1915, AS AMENDED

Constellation Oil Services Holding S.A.



Name: Bertrand de Fays

Title: Director and authorised signatory

March 23, 2026



Name: 23/03/26

Title: Director and authorised signatory