

COOPERATION AGREEMENT

Concerning

FORCE

FORUM FOR IMPROVED EXPLORATION, SUSTAINABLE
RECOVERY, AND ENERGY EFFICIENCY & ENVIRONMENT

February 2026

This agreement is entered into between the following Participants:

A/S Norske Shell	OMV (Norge) AS
Aker BP ASA	ORLEN Upstream Norway AS
Concedo AS	Pandion Energy AS
ConocoPhillips Skandinavia AS	Petoro AS
DNO Norge AS	Petrolia NOCO AS
Equinor Energy AS	Repsol Norge AS
Harbour Energy Norge AS	Source Energy AS
INPEX Idemitsu Norge AS	TotalEnergies EP Norge AS
JAPEX Norge AS	Vår Energi ASA
Lime Petroleum AS	Wellesley Petroleum AS
Norwegian Offshore Directorate	
OKEA ASA	

Hereinafter collectively to be referred to as the Participants, each being a Participant. This Agreement supersedes The Cooperation Agreement from March 2023.

Now therefore the Participants agree as follows:

ARTICLE 1 - DEFINITIONS

Whenever used herein the following words shall have the following meanings:

- "Administrator": as named and defined under Article 4.4. entrusted with the administrative tasks of FORCE,
- "Affiliate": any Company directly or indirectly controlling a Participant or any company directly or indirectly controlled by such a company or the Participant itself
- "Agreement": the present Agreement and all Exhibits attached hereto and made part hereof
- "Election Committee": three members elected by the General Assembly. The Election Committee shall evaluate and select candidates for election to the General Assembly in accordance with the Agreement. The term is two years with the possibility of re-election.
- "Management Committee": the governing body of FORCE, elected from the participants, whose tasks and prerogatives are defined under Article 4.2.
- "NOD": Norwegian Offshore Directorate
- "Effective Date": the date on which the Agreement shall become effective as set forth in Article 12.1

"FORCE":	Forum for improved exploration, sustainable recovery, and energy, efficiency & environment.
"General Assembly"	body representing all Participants, each with one representative
"Late Participant":	any Participant joining the forum later than 30 days after the Effective Date
"Participant":	all companies prequalified for or participating in production licenses (PL), exploration licences (EXL) or exploitation licences (EL) on the Norwegian Continental Shelf (NCS) or government agency signing the Agreement (collectively referred to as the Participants)
"Technical Committee":	committee consisting of elected representatives from the Participants, with a mandate to assist the Management Committee on technical matters whose tasks and prerogatives are defined under Article 4.3.
"Network Groups":	a group consisting of members from the participants with the aim to exchange information through for example workshops, seminars and fieldtrips.
"Joint Industry Project (JIP)":	project funded by a number of participants in FORCE choosing to collaborate.
"Associate Participant":	Research institutions as approved by the FORCE Management Committee

ARTICLE 2 - PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to regulate the financial relationship between the Participants; to define the scope and organization of FORCE and to lay down the rights and duties the Participants have towards each other with regards to their participation in FORCE and its results. Nothing herein shall be construed to create a company partnership, association, or joint venture, and nothing contained herein shall be construed to create or impose a partnership duty, obligation or liability on any Participant. The liability of each Participant shall be separate and not joint. Each Participant shall be liable only for its proportionate share of the costs of administrating FORCE, as described in Article 4 herein.

ARTICLE 3 - OBJECTIVE OF FORCE

FORCE will focus on the user's needs in development and demonstration of tools and methods to increase the resource potential from the NCS. FORCE will also focus on improving our ability to meet the climate challenges. FORCE will base its work on the long-term challenges and strategies defined by Energi2050 and maintain a good dialogue with Energi2050.

FORCE shall actively work for increased understanding and qualification of improved methods in order to continuously improve the overall exploration, recovery and production

process, and improve our ability to meet the climate challenge and be part of the solution towards a greener future.

FORCE shall be an active meeting place for

- Sharing of knowledge
- Efficient use of existing and emerging technology through active professional networking and exchange of best practices
- Generation of ideas and project proposals
- Facilitate project initiation
- Industry cooperation
- Industry and Academia collaboration

FORCE shall stimulate learning by

- Arranging seminars, webinars, workshops and field trips
- Experience transfer within and between the Technical Committees, Network Groups and project groups for the benefit of the Participants

FORCE shall be active in defining and communicating technology gaps within the subsurface areas.

This Agreement regulates the organization of FORCE and its activities, seminars and workshops. This Agreement is not intended to regulate any matters, such as contract awards, budgets, compensation, proprietary rights etc, related to specific research projects or Joint Industry Projects (JIP).

ARTICLE 4 - ORGANIZATION OF FORCE

- 4.1 Each Participant shall appoint one General Assembly member and one alternate. The alternate shall assume the rights and obligations of the member upon that member's absence or resignation, unless the Participant notifies the Administrator otherwise. The Participant may change its member and/or alternate at any time upon written notice to the Administrator.

The General Assembly shall meet once a year and approve the accounting and budgets of FORCE and biennial elect members to the Management Committee, Technical Committees and a Selection committee. The General Assembly is led by the Management Committee chairman.

Major decisions, such as changes to the Administrator reimbursement set out in Article 4.5 and changes to the organization structure, the objective of FORCE and termination of FORCE etc, require the decision by the General Assembly and/or amendment to this Agreement. Major decisions are made by 2/3 majority of the General Assembly representatives present.

The chairman and the vice-chairman of the Management Committee shall be elected by a majority vote of the General Assembly. The term is two years with the possibility of re-election.

The Election Committee shall find a way to replace the Management Committee and Technical Committee members who leave the Committee prior to the General Assembly election process.

Associate Participants may attend the General Assembly as observers but do not have voting rights.

- 4.2 FORCE shall be organized around a Management Committee consisting of eight permanent employees from the Participants, as nominated by Participants and elected by the General Assembly. A company can only be represented by one member.

The Management Committee shall have authority to decide the following matters:

- (i) Preparation and recommendation on accounts and budgets for approval by the General Assembly.
- (ii) Allocate budget to Technical Committees and the Administrator
- (iii) Prepare external communications and communication strategies
- (iv) Set goals for and monitor activities in Technical Committees
- (v) Review FORCE performance/role and propose changes to General Assembly
- (vi) Propose termination of FORCE for approval by the General Assembly as in Article 12.3 below.

The Chairman shall summon the Management Committee four times a year or whenever requested by the majority of the Management Committee members. Meetings will take place after a minimum of one week's notice. The meetings shall be held in Stavanger unless otherwise decided by the Management Committee.

Decisions are made by the majority of the Management Committee members, unless otherwise provided for in this Agreement.

- 4.3 The operating part of FORCE includes Technical Committees, each consisting of five to eight permanent employees from the Participants including leader and co-leader, as nominated by Participants and elected by the General Assembly. A company can only be represented by one member. The term is two years with the possibility of re-election.

The Technical Committees may establish Network Groups for different disciplines. All Participants and Associate Participants have the right to be members in the Network Groups and should nominate representatives if they want to take part in the network communication. The purpose of the Network Groups is to facilitate communication and experience transfer within FORCE and between FORCE and relevant research environments, by creating meeting arenas, arranging events and propose JIP projects to the Technical Committee.

The Technical Committees shall have authority to decide the following matters:

- (i) Establish/terminate Network Groups, and monitor activities in these groups, including participation of participants and associate participants
- (ii) Provide a strategic direction for topics to focus on in Network Groups on what is viewed as important for the industry now and going forward
- (iii) Evaluate ideas/project proposals from Network Groups, and mature ideas in pre-projects

- (iv) Select projects and facilitate project initiation
- (v) Allocate funds to the Network Groups assigned by the Management Committee

The Technical Committees will decide by simple majority vote the technical theme(s) of the seminars and workshops.

- 4.4 NOD serve as the Administrator of FORCE and shall hereunder act as liaison between the Management Committee and the Participants. NOD will be in charge of secretarial functions to FORCE.

NOD will each calendar year, provide one and a half man-year to facilitate and coordinate activities associated with the General Assembly, Management Committee, Technical Committees, seminars and events. The Administrator shall provide suitable meeting facilities for meetings, seminars and events.

The Administrator shall facilitate communication between the Participants and between the Participants and research institutions. The Administrator will provide secretarial functions to the Management Committee. The Administrator will attend the Management Committee and General Assembly meetings in a non-voting capacity. However, as NOD holds both roles as Administrator and Participant, NOD will have full voting capacity in the Management Committee and General Assembly meetings as a Participant.

The secretarial functions include the following items:

- a) Organize Management Committee and General Assembly meetings
- b) Provide a full-service year round secretarial office
- c) Organize the practical part of seminars and events
- d) Distribute project proposals and facilitate the initiation process
- e) Provide efficient and timely communication
- f) Provide technical professional overview of FORCE activities and challenges

- 4.5 Reimbursement to the Administrator shall be a flat, all-inclusive administration cost per year to be shared equally by the Participants. The reimbursement will be adjusted annually on January 1 according to the official Norwegian Consumer Price Index (Konsumprisindeksen). Each Participant shall be liable only for its proportionate annual share.

The Administrator shall invoice each Participant for its proportionate share of the administration costs from January each year. Each Participant shall pay its proportionate share within 30 days of receipt of the invoice.

In the event of a merger between Participants or a buy-out or acquisition by one Participant of another, beginning the year after the merger/acquisition is completed, such combined Participant shall pay only one fee and the allocation to Participants shall be adjusted accordingly.

In the event of withdrawal, the procedure is described in article 12.2.

Each Participant's costs, such as travel, hotel expenses etc, arising in connection with attending the meetings and seminars of FORCE shall be covered by the respective Participant.

Associate Participants are exempt from the annual administration fee described above. However, Associate Participants shall pay the standard participant price for conferences, seminars, and other events organized by FORCE, where such fees apply.

ARTICLE 5 - CONFIDENTIALITY

- 5.1 The Participants and Associate Participants shall keep confidential and shall not reveal to nor provide access to any third party any information provided by any Participant or by any research institute, university and/or consultant and identified by such source as confidential or proprietary, except as otherwise provided in clauses 5.2, 5.3, and 5.4 below or except to the extent the contributing party consents to such disclosure. The duration of such confidentiality obligations shall be agreed upon by the Participants upon such identification of confidential or proprietary information. In the absence of such agreement the duration shall be 3 years.
- 5.2 The obligation of confidentiality shall not apply to information where the Participant or Associate Participant can reasonably prove that information:
 - a) was available to the public prior to the receipt of the information under this Agreement,
 - b) became available to the public through no fault of the Participant or Associate Participant,
 - c) was already in the possession of the Participant or Associate Participant or any of its Affiliates prior to the receipt of the information under this Agreement, and was not acquired by the Participant or Associate Participant or Affiliate from a third party under a separate obligation of confidentiality,
 - d) has been developed by the Participant or Associate Participant or an Affiliate as a result of activities carried out independently of FORCE and without access to technical information made available hereunder.
- 5.3 Each Participant and Associate Participant shall, to the extent necessary to carry out its normal operations, have the right to disclose such information to consultants, contractors or fabricators who have agreed in writing to accept strict confidentiality obligations and to use such information solely for the purpose of consulting with, evaluation for, or otherwise assisting the Participant.
- 5.4 Each Participant and Associate Participant may communicate information to any of its Affiliates provided that such Affiliates shall comply with the provisions of this Article 5.
- 5.5 Should any Participant or and Associate Participant contribute proprietary data/information to the Forum, that Participant or and Associate Participant shall clearly label it as such. Release of such data/information would require the contributing Participant's or and Associate Participant's permission. Approval of sharing such data/information shall not be unreasonably withheld.

- 5.6 In the event of any actual or suspected breach of confidentiality, the Participant or Associate Participant that becomes aware of the breach must promptly notify all other Participants and Associate Participants in writing, including details of the breach, the information involved, and the measures taken or proposed to mitigate any potential harm.

ARTICLE 6 - LIABILITY AND INDEMNIFICATION

Each Participant and associate Participant shall be solely responsible for and shall defend, indemnify and hold other Participants, Associate Participants and their Affiliates, free and harmless from any and all claims, demands, debts, damages, losses, causes of action, suits, expenses and costs arising out of or in connection with injury to or death of employees or representatives of said Participants, Associate Participant and their Affiliates, or damage to or destruction of property of said Participant and Associate Participant, or that of their Affiliates, in any way sustained or alleged to have been sustained in connection with this Agreement, except to the extent that such claims, demands, debts, damages, losses, causes of action, suits, expenses, or costs are caused by gross negligent or intentional acts or omissions of the other Participants or their affiliates."

Each Participant and Associate Participant acknowledges that they have their own HSE policies and ethical- and anti-corruption standards in place, and that they will adhere to them throughout all activities related to this Agreement. Furthermore, in accordance with Paragraph 1 in this Article, each Participant and Associate Participant agrees to indemnify and hold harmless the other Participants and Associate Participants from any and all claims, damages, or losses arising from non-compliance with their respective HSE policies and ethical- and anti-corruption standards.

The Participants and Associate Participant agree to cooperate fully with each other to ensure compliance with all applicable HSE and ethical- and anti-corruption standards, laws, and regulations. Each Participant shall promptly notify the other Participants of any HSE or ethical issues that arise during activities related to this Agreement and shall take all necessary steps to address and resolve such issues in a timely and efficient manner.

ARTICLE 7 - FORCE MAJEURE

Delay in or failure of performance of any Participant, other than a failure to make payments when due, shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by an occurrence beyond the control of the Participant affected and which, by the exercise of reasonable diligence, said Participant is unable to prevent or overcome.

ARTICLE 8 – LATE AND ASSOCIATE PARTICIPANTS

- 8.1 Subject to approval of the Management Committee, Late Participants may be admitted to FORCE after the Effective Date of the Agreement. Late Participants shall pay for the entire year.
- 8.2 Academic and research institutions may apply for admission as Associate Participants in FORCE. Admission is subject to individual approval by the Management Committee (MC). Associate Participants are entitled to participate in FORCE activities, Network

Groups, seminars, and workshops, but do not have voting rights in the General Assembly or the Management Committee. Associate Participants are exempt from the annual membership fee, but shall pay the regular participant price for conferences, events, and similar activities where applicable. The Management Committee may establish further guidelines for the participation of Associate Participants.

ARTICLE 9 - AUDIT

A Participant shall, within the 24-month period following the end of each financial year, have the right to audit the Administrator's accounts relating to FORCE. The Administrator shall give the auditors access to all records, files and other materials necessary to review and appraise the charges and credits to said accounts.

Audit shall only be performed upon, at least, 30 days written notice to all Participants.

The Participants shall conduct the audit simultaneously by and in a manner which results in a minimum of inconvenience to the audited party. If the Participants who require the audit agree, audits will be performed by a joint audit group.

The Participants' audit cost incurred under this paragraph shall be borne by the Participants requiring the audit.

ARTICLE 10 - GOVERNING LAW AND ARBITRATION

This Agreement shall be governed by the laws of Norway and any conflict regarding the interpretation of performance of this Agreement, which is not settled amicably, shall be settled in Stavanger by arbitration in accordance with The Norwegian Arbitration Act of May 14, 2004, no. 14.

ARTICLE 11 - NOTICES

The addresses of the Participants to this Agreement, until changed by said Participant by written notice to the Administrator are:

**A/S Norske Shell
Postboks 40
4098 Tananger**

**Aker BP ASA
Postboks 480 Sentrum
4002 Stavanger**

**Concedo AS
Torvveien 1
1383 Asker**

**ConocoPhillips Skandinavia AS
P.O. Box 3
4068 STAVANGER**

**OKEA ASA
Kongens gate 8
7011 Trondheim**

**OMV (Norge) AS
P.O Box 130
4068 Stavanger**

**ORLEN Upstream Norway AS
P.O. Box 344
4068 Stavanger**

**Pandion Energy AS
Postboks 253
0216 Oslo**

**DNO Norge AS
P.O. Box 404
4002 Stavanger**

**Equinor Energy AS
Postboks 8500
4035 Stavanger**

**Harbour Energy Norge AS
Postboks 1337 Vika
0112 Oslo**

**INPEX Idemitsu Norge AS
P.O. Box 307
1326 Lysaker**

**JAPEX Norge AS
Strandkaien 36
4005 Stavanger**

**Lime Petroleum AS
Askekroken 11
0277 OSLO**

**Norwegian Offshore Directorate
P.O. Box 600
Stavanger**

**Petoro AS
Pb. 300 Sentrum
4002 Stavanger**

**Petrolia NOCO AS
Postboks 161
5868 Bergen**

**Repsol Norge AS
Verven 4
4014 Stavanger**

**Source Energy AS
Dokkveien 1,
0250 Oslo**

**Total Energies EP Norge AS
Postboks 168
4029 Stavanger**

**Vår Energi ASA
P.O. Box 101
4068 Stavanger**

**Wellesley Petroleum AS
Reidar Berges gate 9
4013 Stavanger**

ARTICLE 12 - EFFECTIVE DATE, DURATION AND TERMINATION

12.1 The Agreement shall be in effect for the period from 1. January 2026 and until replaced by a new agreement. The Participants shall however endeavour to renew the Agreement from 1. January 2029.

12.2 One year after the Effective Date of the Agreement and any time thereafter, a Participant can give notice to withdraw from FORCE.

Withdrawal of a Participant shall be notified to the Administrator at least three months before the year end and will be effective from January 1st upcoming year. Paid fee will not be refunded.

12.3 A decision implying early termination of FORCE shall require the approval of at least 2/3 of all Participants.

12.4 Termination of this Agreement will have no effect on the rights and obligations laid down in Articles 5, 6, 9 and 10.

In witness hereof, the Participants hereto have respectively caused this Agreement to be executed on their behalf by authorized officers on the date set forth.

Stavanger,2026

Name.....

Signature.....

Norwegian Offshore Directorate on behalf of FORCE

.....,2026

Company

Name

Signature