



GLOBAL GROUP BOARD REPRESENTATION AGREEMENT – TGS ASA

This agreement (the "**Agreement**") has been entered into on 9 December 2024 between

TGS ASA, with business registration number 976 695 372 and having its registered office at Lilleakerveien 4C, 0283 Oslo, Norway ("**TGS**"),

and

the employees of TGS and in all of its wholly owned direct and indirect subsidiaries, irrespective of jurisdiction of incorporation ("**Group**"), represented by a majority vote ("**Employees**"),

jointly referred to as the "**Parties**" and individually as a "**Party**".

1. GROUP REPRESENTATION

- 1.1 The Parties agree that a group representation scheme will be established in TGS in accordance with section 6-5 of the Norwegian Public Limited Liability Companies Act. This means that all employees in the Group will be considered as employees of TGS for the purposes of electing employees to the board of directors of TGS (the "**Board**") regardless of their employing entity and jurisdiction.
- 1.2 The Parties further agree that a corporate assembly will not be established in TGS.
- 1.3 This Agreement is subject to approval by the shareholders at the general meeting of TGS.

2. THE BOARD MEMBERS

- 2.1 The Employees in the entire Group shall be entitled to elect 1/3 of the board members, and at least three board members, as being nominated from the entire Group in accordance with Section 6-4 of the Norwegian Public Limited Liability Companies Act. In addition, the Employees shall be entitled to elect three deputy board members to the Board.
- 2.2 It is agreed that the election will take place in constituencies/hubs based on the Employees' place of work and regional nexus, cf. section 43 (1) b of the Norwegian Regulation on Employees' Right to Representation on the Board of Directors of 24 August 2017 No. 1277 (the "**Representation Regulation**"), as later amended or replaced, as follows:
 - (a) Employees employed in a Group entity incorporated in **Norway, continental Europe and Asia Pacific**, including the offshore crew employed in Norwegian and Singaporean entities ("**Hub 1**") shall by majority vote elect one (1) board member with one (1) deputy by and among the Employees in Hub 1;
 - (b) Employees employed in a Group entity incorporated in **the US, Canada and Latin America**, including offshore crew employed in a US entity ("**Hub 2**")

shall by majority vote elect one (1) board member with one (1) deputy by and among the Employees in Hub 2; and

- (c) Employees employed in a Group entity incorporated in **the United Kingdom, Africa and Middle East ("Hub 3")** shall by majority vote elect one (1) board member with one (1) deputy by and among the Employees in Hub 3.

2.3 The Group employee-elected board members and deputies shall be the same in other Group companies where there is a statutory duty to appoint employee representatives to the board of directors (Nw.: Gjennomgående styrerepresentasjon), cf. section 43 (1) a of the Representation Regulation.

2.4 The Representation Regulation applies to the Employees' election of board members.

2.5 The Employees shall have voting rights and be eligible for board representation in accordance with the rules in the Representation Regulation.

3. TERM OF THE AGREEMENT

3.1 The Agreement will run until it is renegotiated or terminated by either Party. The Parties agree that a call for renegotiation or notice to terminate the Agreement shall be given in writing and with at least six months' notice prior to the expiry of the election period of the employee representatives.

3.2 The Parties agree that changes to the Agreement and/or a notice of termination will take effect when the election period of the employee elected directors expire, as outlined in Section 41 (4) of the Representation Regulation.

3.3 If new companies are acquired or incorporated into the Group, the employees of such companies are to be included in the employee representation structure of this Agreement from the date the Group assumes full ownership to such companies.

3.4 In case of significant changes to TGS, the Group or applicable legislation, the Parties may, subject to a written notice, call for renegotiation of this Agreement.

4. CHOICE OF LAW

4.1 This Agreement shall be governed by and construed in accordance with Norwegian law.

4.2 Any dispute regarding the election or the results thereof shall be referred to the Dispute Resolution Board, cf. Section 52 of the Representation Regulation.

4.3 Any other dispute arising out of or in connection with this Agreement shall be referred to the ordinary courts in Norway.



TGS ASA

Signature: [sign]
Name: Christopher Geoffrey Finlayson
Title: Chair of the Board

The Employees are represented by a majority vote. 509 Employees voted in favour of the Agreement out of a total of 521 employees in the Group participating in the voting.