

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-K

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended

December 31,

2023

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number 001-41695

**CORE LABORATORIES INC.**

(Exact name of registrant as specified in its charter)

Delaware

98-1164194

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

6316 Windfern Road

Houston

,

77040

TX

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code: ( 713 ) 328-2673

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock (par value \$0.01)	CLB	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (\$232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company, or emerging growth company. See definition of "large accelerated filer," "accelerated filer" and "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

As of June 30, 2023, the aggregate market value of common stock held by non-affiliates of the registrant was approximately \$

1,072,620,234

.

As of January 31, 2024, the number of shares of common stock of the registrant outstanding was

46,856,536

.

#### DOCUMENTS INCORPORATED BY REFERENCE

The information required by Part III of this Report, to the extent not set forth herein, is incorporated herein by reference from the registrant's definitive proxy statement relating to the Annual Meeting of Shareholders to be held in 2024, which definitive proxy statement shall be filed with the Securities and Exchange Commission within 120 days after the end of the fiscal year to which this Report relates .

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**CORE LABORATORIES INC.**  
**FORM 10-K FOR THE FISCAL YEAR ENDED DECEMBER 31, 2023**  
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## PART I

### ITEM 1. BUSINESS

#### General

Core Laboratories Inc. is a Delaware corporation. We were established in 1936 and are one of the world's leading providers of proprietary and patented reservoir description and production enhancement services and products to the oil and gas industry. These services and products can enable our clients to evaluate and improve reservoir performance and increase oil and gas recovery from their new and existing fields. We make measurements on reservoir rocks, reservoir fluids (crude oil, natural gas and water) and their derived products. In addition, we assist clients in evaluating subsurface targets associated with Carbon Capture and Sequestration ("CCS") projects or initiatives. We have over 70 offices in more than 50 countries and have approximately 3,600 employees.

On May 1, 2023, Core Laboratories N.V. completed its previously announced redomestication transaction (the "Redomestication Transaction"), which included (i) the merger (the "Merger") of Core Laboratories N.V. with and into Core Laboratories Luxembourg S.A., a public limited liability company incorporated under the laws of Luxembourg, with Core Laboratories Luxembourg S.A. surviving, and (ii) following the completion of the Merger, the migration of Core Laboratories Luxembourg S.A. out of Luxembourg and its domestication as Core Laboratories Inc., a Delaware corporation. As a result of the Redomestication Transaction, all common shares in Core Laboratories N.V. were canceled and exchanged for common stock in Core Laboratories Luxembourg S.A. on a one-for-one basis. Former holders of Core Laboratories N.V. common shares now hold one share of common stock of Core Laboratories Inc. (formerly Core Laboratories Luxembourg S.A.) for each Core Laboratories N.V. common share owned immediately prior to the consummation of the Redomestication Transaction, and the business, assets, liabilities, directors and officers of Core Laboratories Inc. became the same as the business, assets, liabilities, directors and officers of Core Laboratories N.V. immediately prior to the Redomestication Transaction.

References to "Core Lab", "the Company", "we", "our", and similar phrases are used throughout this Annual Report on Form 10-K (this "Form 10-K") and relate collectively to Core Laboratories Inc. and its consolidated affiliates.

#### Business Strategy

Our business strategy is to provide advanced technologies that improve reservoir performance by (i) continuing the development of proprietary technologies through client-driven research and development, (ii) expanding the services and products offered throughout our global network of offices and (iii) acquiring complementary technologies that add key technologies or market presence and enhance existing services and products.

#### *Development of New Technologies, Services and Products*

We conduct research and development to meet the needs of our clients who are continually seeking new services and technologies to lower their costs of finding, developing and producing oil and gas. While the aggregate number of wells being drilled per year fluctuates in response to market conditions, oil and gas producers have, on a proportional basis, increased expenditures on technology services to improve their understanding of the reservoir, increased production of oil and gas from their producing fields, and more recently, CCS projects. We intend to continue concentrating our efforts on services and technologies that help our clients reduce risk by evaluating geologic and engineering aspects of subsurface stratigraphic targets to improve reservoir performance and increase oil and gas recovery, as well as CCS projects and other projects directed at the global objectives in reducing carbon emissions.

#### *International Expansion of Services and Products*

Another component of our business strategy is to broaden the spectrum of services and products offered to our clients on a global basis. We intend to continue using our worldwide network of offices to offer our services and products that have been developed internally or obtained through acquisitions. This global emphasis allows us to enhance our revenue through efficient utilization of our worldwide network.

#### *Acquisitions*

We continually review potential acquisitions to add key services and technologies, enhance market presence or complement existing business.

More information relating to any significant acquisitions is included in Note 3 - *Acquisitions and Divestures* of the Notes to the Consolidated Financial Statements.

## Operations

We derive our revenue from services and product sales to clients primarily in the oil and gas and associated industries.

We operate our business in two segments. These complementary operating segments provide different services and products and utilize different technologies for evaluating and improving reservoir performance and increasing oil and gas recovery from new and existing fields. Disclosure relating to the operations and financial information of these operating segments is included in Note 21 - *Segment Reporting and Other Disaggregated Information* of the Notes to the Consolidated Financial Statements.

- **Reservoir Description:** Encompasses the characterization of petroleum reservoir rock, and reservoir fluids samples to increase production and improve recovery of crude oil and natural gas from our clients' reservoirs. We provide laboratory-based analytical and field services to characterize properties of crude oil and crude oil-derived products to the oil and gas industry. Services associated with these fluids include determining the quality and measuring the quantity of the reservoir fluids and their derived products, such as gasoline, diesel and biofuels. We also provide proprietary and joint industry studies based on these types of analyses and manufacture associated laboratory equipment. In addition, we provide reservoir description capabilities that support various activities associated with energy transition projects, including services that support carbon capture, utilization and storage, geothermal projects, and the evaluation and appraisal of mining activities around lithium and other elements necessary for energy storage.
- **Production Enhancement:** Includes services and manufactured products associated with reservoir well completions, perforations, stimulation, production and well abandonment. We provide integrated diagnostic services to evaluate and monitor the effectiveness of well completions and to develop solutions aimed at increasing the effectiveness of enhanced oil recovery projects.

We offer our services worldwide through a global network of offices. Services accounted for 73%, 71% and 73% of our revenue for the years ended December 31, 2023, 2022 and 2021, respectively.

We manufacture products primarily in five facilities for distribution on a global basis. Product sales accounted for 27%, 29% and 27% of our revenue for the years ended December 31, 2023, 2022 and 2021, respectively.

### **Reservoir Description**

Commercial oil and gas fields consist of porous and permeable reservoir rocks that contain crude oil, natural gas and formation water. Due to the density differences of the fluids, natural gas typically caps the field and overlies an oil layer, which overlies the water. We provide services that characterize the porous reservoir rock, all three reservoir fluids and their derived products. Services associated with these fluids include determining the quality and measuring the compositional, physical and volumetric properties of the complex reservoir hydrocarbons and their derived products, such as various fuels. Fluid analyses account for approximately two-thirds of Reservoir Description revenue. We also provide more advanced laboratory analyses which measure reservoir hydrocarbons at reservoir conditions to determine the changes in the hydrocarbon's physical properties with changing pressure and temperature.

We analyze samples of reservoir rocks to determine lithologic, geochemical, and pore system properties. We measure rock properties, such as porosity, which determines reservoir storage capacity, and permeability, which defines the ability of the fluids to flow through the rock. These measurements are used to determine how much oil and gas are present in a reservoir and the rates at which the oil and gas can be produced. Conversely, the properties must also be known for injection projects such as CCS and water disposal. We also use our proprietary services and technologies to correlate the reservoir description data to wireline logs and other subsurface data.

The combined use of both the reservoir rock and fluid data are invaluable inputs for clients in determining the economic viability of hydrocarbon deposits and in identifying the most efficient methods to optimize the recovery, processing and refinement of these hydrocarbons. Early evaluations and key decisions about well performance and viability are important for optimizing a reservoir. This is accomplished by using proprietary and patented laboratory methods, including both traditional physical measurements and more recently introduced new technologies, such as Core Lab's Non-Invasive Technologies for Reservoir Optimization<sup>SM</sup> ("NITRO<sup>SM</sup>") services. NITRO<sup>SM</sup> services include: Dual Energy Computed Tomography ("DECT"), Micro Computed Tomography, high and low frequency nuclear magnetic resonance, high-resolution gamma logging and continuous high energy x-ray fluorescence, along with pressure-volume-temperature ("PVT"), compositional analysis, and other Core Lab proprietary technologies.

Core Lab conducts a wide variety of physical laboratory tests to measure and evaluate fluid flow through the rock, often at in-situ reservoir temperatures and pressures. These are most commonly applied to conventional reservoirs. We have also

developed unique analytical processes to understand the flow characteristics and saturation profiles of unconventional reservoir systems.

Core Lab has been at the forefront of digital transformation technologies for more than two decades. Core Lab's extensive, proprietary databases and analog technologies, coupled with artificial intelligence ("AI") and machine learning, help our clients improve efficiencies and lower operating costs throughout the upstream value chain. The analysis and integration of these critical datasets is enhanced because of Core Lab's proprietary RAPID™ database. Core Lab's Digital Innovation Group works collaboratively with multiple international and national oil companies on projects that utilize Core Lab's proprietary digital technologies and services. Core Lab's proprietary Advanced Rock Typing technology combines Core Lab's vast, comprehensive database of physical measurements and World Wide Rock Catalog™ with its proprietary image acquisition technology and innovative AI image recognition. Core Lab's proprietary World Wide Rock Catalog™ provides a database and analog reference set for predicting properties when physical measurements are unavailable. These technologies provide clients with analog data sets in situations where acquisition of new conventional core may not be possible or where only wellbore drill cuttings are available. High-resolution images of wellbore cuttings and sidewall cores are quickly and efficiently matched with analogs from Core Lab's proprietary database of samples from around the world. Physically measured data sets from the matching analogs are delivered to our clients in time to make appraisal and development decisions.

Core Lab's proprietary legacy portfolio of geological studies and rock and fluid property datasets on conventional reservoirs and seals, accessible through Core Lab's database platform, RAPID™, are being leveraged in energy transition projects as well, and are proving invaluable to operators evaluating potential CCS sites.

Core Lab holds various patents, trade secrets, and proprietary designs for laboratory equipment required to analyze reservoir rocks as well as the properties and phase behavior of reservoir fluids and derived products. We manufacture a wide range of ambient and reservoir condition rock and fluid analysis laboratory equipment for our own use throughout our international laboratory network. Among these devices are complex, high-pressure, high temperature, reservoir condition, multi-phase flow systems and full visualization Pressure-Volume-Temperature cells, along with the ancillary equipment required to support these laboratory programs. We also sell equipment of this type to universities, government institutes, and client company research labs.

While recognizing the need to optimize the full value chain of our clients, from producing well to retail sales of hydrocarbon products, a state-of-the-art IT platform CONNECT: was launched to efficiently acquire and optimize workflows of field data, laboratory results, and other observations relevant to our client base. The system is designed for single data entry, and that data can be used for further analysis and, more importantly, be shared with our clients by process flow dashboards with key performance indicators. The system can also share real-time data on mobile devices, enabling our clients to make quick decisions.

We continue to add new modules to our suite of data management platforms that enhance the customer experience and improve access to project results.

We conduct numerous large-scale, multi-company reservoir description projects, applying proprietary and state-of-the-art techniques from the earliest phases of a field development program until the last economic barrel of oil is recovered. We initiate and deliver a group of international and U.S. based consortium studies to evaluate both conventional and unconventional reservoirs. These projects, which often run more than a year, are of increasing importance to oil companies as the incremental barrel is often the lowest cost and most profitable barrel in the reservoir. Producing incremental barrels increases our clients' cash flows which we believe will result in additional capital expenditures by our clients, and ultimately further opportunities for us. Core Lab retains rights of ownership to complete joint industry projects studies, which can be resold at a later date.

Our databases, technology and analytical methods also allow us to assist our clients in other ways. Many of our clients have begun investing in and developing other sources of energy, including renewables. Some of these initiatives include deployment of technologies associated with the assessment of strata to establish strategies tied to subsurface gas storage and mining of elements such as lithium, which are critical components of batteries for energy storage. Measurement and analytical techniques are also be used to assist our clients with reporting requirements associated with carbon sequestration.

### ***Production Enhancement***

Core Lab's Production Enhancement group provides products and diagnostic services to help optimize well completions, reservoir operations and field development strategies, in order to increase recoverable reserves in the most efficient way. These product offerings include perforating technologies to establish communication between the wellbore and the reservoir. Diagnostic services are used to assess well completions and field floods. Two commonly used production enhancement methods are (i) hydraulic fracturing of the reservoir rock to improve flow and (ii) flooding a reservoir with water, carbon

dioxide, nitrogen or hydrocarbon gases to drive more oil and gas to the producing wellbores. Many oilfields today are hydraulically fractured and/or flooded to maximize oil and gas recovery. Although Core Lab is not a hydraulic fracturing company, Core Lab does provide services that are used by operators to develop and optimize hydraulic fracturing and field flood projects and to evaluate the success of those projects. These services, products and expertise play a key role in the success of stimulation and enhanced oil recovery programs.

The hydraulic fracturing of a producing formation is achieved by pumping a fluid slurry containing a proppant material into the reservoir zone at extremely high pressures. This fractures the rock and the proppant material “props” or holds the fracture open after the pressure pumping is complete, so that reservoir fluids can flow through a highly conductive fracture network into the production wellbore. Data on rock type and strength generated in the Reservoir Description operating segment are critical for determining the proper design of the hydraulic fracturing treatment. In addition, further testing indicates whether the fluid slurry is compatible with the reservoir rock so that damage does not occur that would otherwise restrict production. Core Lab also provides testing of various propping agents and software to help select the best propping agent based on net present value calculations of client investments. Clients leverage our diagnostic services and the associated proprietary and patented technologies in the Permian, Eagle Ford, Wolfcamp, Bakken, Haynesville and other plays to assist them in the following areas;

- Chemical frac water tracing services are used to aid operators in determining the efficiency of the fracturing fluids used to optimize hydraulic fracture stimulation of long, multi-stage horizontal wells in oil- and gas-shale plays in unconventional reservoirs. This technology also enables clients to evaluate load recovery, gas breakthrough, fluid leak-off and breaker efficiency, all of which are important factors for optimizing oil and/or natural gas production after the formation is hydraulically fractured.
- Well diagnostic data sets are used to determine if and how effectively each frac stage is flowing and cleanup efficiency of the stimulation fluid, to determine whether horizontal wells are unobstructed and flowing through the entire length of a horizontal well. Clients use this data to confirm optimum cluster efficiency, stage spacing, stimulated reservoir volume, and to increase ultimate recovery. By applying this technology, clients can identify and remediate well obstructions that can negatively impact well performance, reserve calculations and reserve-based lending. Additionally, hydrocarbon production can be quantified from discrete segments in multi-stage horizontal well completions in unconventional tight-oil or gas plays. Frac stages with ineffective flows may warrant further stimulation or remedial actions, while guiding improvements in future frac designs and flowback procedures.
- The diagnostic services are also used as a completion monitoring system, to determine flow rates from reservoir zones after they have been hydraulically fractured. This provides clients with a baseline of early production information that can be compared to subsequent data later in the life of the well to see how hydrocarbon production from different reservoir layers or different quality rock varies over time.
- To help optimize the placement of unconventional horizontal wells, our diagnostic services are used to monitor offset well interference by sampling offset well oil, gas and water production. The amount of tracer detected in offset wells is used to help clients optimize both horizontal and vertical well spacing and the optimum amount of fracturing fluids for each stage.
- Dynamic flow tests of the reservoir fluids through reservoir rock are conducted, at actual reservoir pressure and temperature, to realistically simulate the flooding of a producing zone and assist in designing the enhanced hydrocarbon recovery projects. After a field flood is initiated, Core Lab is often involved in monitoring the progress of the flood to ensure the sweep efficiency during field flood is optimized and maximum incremental production is achieved.
- Our tracer technologies and proprietary logging tools are also used in the evaluation of gravel pack effectiveness in unconsolidated reservoirs. Patented technologies are used to measure density changes in the gravel pack annulus to verify the competency of the gravel pack.

In addition to Core Lab's many patented reservoir diagnostic technologies, Production Enhancement has established itself as a global leader in the manufacturing and distribution of high-performance perforating products. Core Lab's manufacturing operations in the United States and Canada continue to meet the global demand for our perforating systems through facility expansion in addition to gains in efficiency and productivity. Core Lab's unique understanding of complex reservoirs supports our ability to supply perforating systems engineered to maximize well productivity by reducing, eliminating and overcoming formation damage caused during the drilling and completion of oil and gas wells. This “systems” approach to the perforation of an oil or gas well has resulted in numerous patented products which are aimed at assisting clients with the following:

- Perforating charges which provide a deeper and cleaner perforating tunnel into the oil and gas reservoir. This allows greater flow of hydrocarbons to the wellbore and helps to maximize hydrocarbon recovery from the reservoir.
- Perforating charges designed specifically for optimizing fracture stimulation well completions by providing low standard deviation perforation hole size, which minimizes tortuosity effects. This not only results in better well stimulations and improved, cleaner perforation tunnels, but also less surface horsepower and less time to stimulate the well, which translates into lower costs.
- Perforating technology which creates a uniform hole size through two strings of casing, utilized in mechanically isolated re-stimulation programs where the internal string is used to isolate older, depleted stages in previously under-stimulated wells.
- Oriented perforating systems which deliver consistent-hole-size charges that can be aligned in a specific orientation in order to achieve uniform breakdown across each stage. These systems offer: 1) extreme limited entry perforating capability, 2) precisely aligned perforations, and 3) minimized connections and completion string length.
- Proprietary plug and abandonment perforating systems, used in partial or full well abandonment projects, that allow for reduced rig time and efficient recovery of the interior casing, while eliminating risks and creating opportunities for production from untapped and still producing reservoir sections.
- The patented X-SPAN® and GTX-SPAN® casing patches which have temperature ratings to as much as 600°F. These systems are capable of performing in high temperature as well as high pressure oil and gas environments and are used to seal non-productive reservoir zones from the producing wellbore.

Additionally, Core Lab's Production Enhancement operating segment offers services to assist clients in determining the best energetic solutions for a specific rock type, to maximize productivity of an operator's reservoir through our Reservoir Optimized Completions Lab ("ROC Lab™"). The ROC Lab™ features an industry-leading, Ultra High Pressure/High Temperature perforation test vessel. The test vessel is paired with a proprietary flow system that uses highly specialized, internally developed and manufactured pumps and flow controllers. Combined, these technologies create a proprietary flow loop capable of dynamically displacing oil, brine and gas through rock samples that have been perforated with preselected energetics. Core Lab leverages its multi-decade expertise in conducting multi-phase fluid flow tests through porous medium to optimize this technological investment.

Core Lab's proprietary downhole energetic solutions and instrumentation are designed to systemize, simplify, automate, and de-risk the deployment of perforating systems, which are utilized by international oil and gas operators for well completions. These technologies provide a unique range of perforating tools and equipment, which have been developed to provide a number of advantages over existing technology. Core Lab's Production Enhancement team has experienced technical services personnel to support clients through our global network of offices for the everyday use of our perforating systems and the rapid introduction of new products. Our personnel are capable of providing client training and on-site services in the completion of oil and gas wells.

#### **Marketing and Sales**

We market and sell our services and products through a combination of sales representatives, technical seminars, trade shows and print advertising. Direct sales and marketing are carried out by our sales force, technical experts and operating managers, as well as by sales representatives and distributors in various markets where we do not have offices. Our Business Development group manages a Large Account Management Program to better serve our largest and most active clients by meeting with key personnel within their organizations to ensure the quality of our services and products are meeting their expectations and addressing any issues or needs in a timely manner.

#### **Research and Development**

The market for our services and products is characterized by changing technology and frequent product introduction. As a result, our success is dependent upon our ability to develop or acquire new services and products on a cost-effective basis and to introduce them into the marketplace in a timely manner. Many of our acquisitions have allowed us to obtain the benefits of the acquired company's research and development projects without incurring significant costs if we had attempted to develop the services and products ourselves. We incur costs as part of internal research and development, and these costs are charged to expense as incurred and reflected in the operational results of the associated operating segment. We intend to continue committing financial resources and effort to the development and acquisition of new services and products. Over the years, we have made a number of technological advances, including the development of key technologies utilized in our operations.



Substantially all of our new technologies are the result of requests and guidance from our clients, particularly major oil companies.

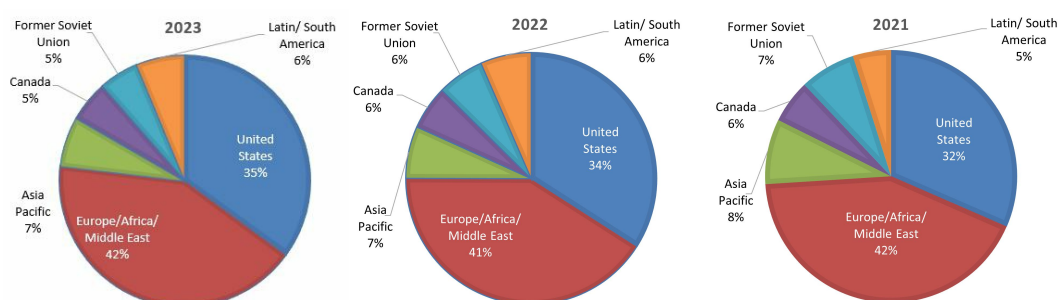
## Patents and Trademarks

We believe our trade secrets, patents, technology, trademarks and other intellectual property rights are an important factor in maintaining our technological advantage, although no single one of these is considered essential to our success. Typically, we will seek to protect our intellectual property in all jurisdictions where we believe the cost of such protection is warranted. While we have patented some of our key technologies, we do not patent all of our proprietary technology even where regarded as patentable. We protect our intellectual property, including through the use of appropriate confidentiality agreements, legal enforcement proceedings and by other means.

## International Operations

We operate facilities in more than 50 countries. Our non-U.S. operations accounted for 65%, 66% and 68% of our revenue during the years ended December 31, 2023, 2022 and 2021, respectively. We attribute service revenue to the country in which the service was performed rather than where the reservoir or project is located, while we attribute product sales revenue to the country where the product was shipped as we feel this gives a clearer view of our operations. We do, however, have significant levels of service revenue performed and recorded in the U.S. that are sourced from projects on non-U.S. oilfields.

The following graphs and table summarize our reported revenue by geographic region for the years ended December 31, 2023, 2022 and 2021:



	United States	Europe/Africa/ Middle East	Asia Pacific	Canada	Former Soviet Union	Latin/ South America	Consolidated
2023	\$ 178,549	\$ 213,339	\$ 32,770	\$ 26,898	\$ 26,118	\$ 32,116	\$ 509,790
2022	\$ 166,701	\$ 200,863	\$ 32,688	\$ 27,797	\$ 29,514	\$ 32,172	\$ 489,735
2021	\$ 148,183	\$ 199,798	\$ 39,308	\$ 26,167	\$ 33,804	\$ 22,992	\$ 470,252

While we are subject to fluctuations and changes in currency exchange rates relating to our international operations, we attempt to limit our exposure to foreign currency fluctuations by limiting the amount in which our foreign contracts are denominated in a currency other than the U.S. dollar. However, the ultimate decision as to the proportion of the foreign currency component within a contract usually resides with our clients. Consequently, we are not always able to eliminate our foreign currency exposure. We have not historically engaged in and are not currently engaged in any significant currency hedging or trading transactions designed to compensate for adverse currency fluctuations.

## Environment and Climate

### Governmental Laws and Regulations

We are subject to stringent governmental laws and regulations, both in the United States and other countries, pertaining to protection of the environment.

We have developed policies and procedures associated with the management, handling, recycling or disposal of chemicals and gases and other materials and wastes resulting from our operations. In areas where environmental regulations do not exist, we have established other policies and procedures in efforts to preserve the environment.

Additionally, our analytical and manufacturing processes involve the handling and use of numerous chemicals and gases as well as the generation of wastes. Spills or other unauthorized releases of these chemicals, gases, and wastes at our facilities, whether by us or prior owners or operators, or at offsite locations where we transport them for recycling or disposal, could subject us to environmental liability, either from the applicable government agency or private landowners or other third parties. This could also include costs of cleaning up chemicals and wastes released into the environment and for damages to persons, properties or natural resources. As a result of such actions, we could be required to remove previously disposed wastes (including wastes disposed of or released by prior owners or operators), remediate environmental contamination (including contaminated groundwater), and undertake measures to prevent future contamination. Other countries where we operate have similar legal regimes. We may also be subject to claims alleging personal injury or property damage as a result of alleged exposure to hazardous substances as well as damage to natural resources. We may not be able to recover some or any of these remedial or corrective costs from insurance.

Environmental laws and regulations, and their interpretation, frequently change, and have tended to become more stringent over time. Our costs for compliance may not be fully recoverable from our clients and, thus, could reduce net income. New, modified or stricter enforcement of environmental laws and regulations could be adopted or implemented that significantly increase our compliance costs, pollution mitigation costs, or the cost of any remediation of environmental contamination that may become necessary, and these costs could have a material adverse effect on our business, financial condition, results of operation, or cash flows.

Historically, our environmental compliance costs have not had a material adverse effect on our results of operations; however, there can be no assurance that such costs will not be material in the future or that such future compliance will not have a material adverse effect on our business or results of operations.

In addition, we depend on the demand for our products and services from the oil and gas industry and, therefore, are affected by changing taxes (including subsidies), price controls, tariffs and trade restrictions, and other laws and regulations relating to the oil and gas industry in general, including those specifically directed to hydraulic fracturing, onshore production, air pollution, and climate change.

Likewise, governmental, scientific, and public concern over the threat of climate change arising from GHG emissions, including public and private incentive programs for alternative and renewable energy sources, may result in a change in consumer preferences for energy sources and therefore a decreased demand for our customers' products. Sustained deviations from normal weather patterns, such as cooler or warmer summers and winters, can have a significant impact on demand as consumptions of energy, particularly natural gas, is seasonal.

See Item 1A. Risk Factors, "Risk factors associated with health, safety and the environment" for further discussion on environmental matters.

#### ***Climate Related Initiatives***

We are committed to reducing our physical risks and environmental footprint associated with climate change while improving our performance and sustainability in line with the global transition toward lower carbon sources of energy. Core Lab has disclosed its environmental impact through the Carbon Disclosure Project (a non-profit that runs the world's leading environmental disclosure platform, "CDP") annual survey since 2014.

#### ***Physical Risk Analysis***

In 2020, Core Lab conducted a physical risk assessment with the aid of a third-party sustainability data company for 100 of our locations to understand the exposure of our facilities and capital assets to climate change physical impacts under future climate change scenarios. Physical risks evaluated were water stress, flooding, heatwave, cold wave, hurricane, wildfire, and sea level rise using three climate scenarios over time periods of 2020 (baseline), 2030 and 2050. Overall, the assessment indicated that we face moderate physical risk with our greatest exposure to water stress and cold wave. Our overall exposure has remained consistent throughout the scenarios, although exposure to a cold wave shows a decline through the scenarios. These physical risks could result in loss of revenue, increase in our costs, including insurance premiums, or affect the availability of insurance against such risks.

We do not have locations that are in a natural, rural environment. Before opening a new location, potential impacts to the environment and community are considered by executive management. In the event we close a particular location, we try to ensure that the land and building are properly returned to a suitable condition. We also take steps designed to ensure that any potential environmental conditions have been remediated as required by local regulation and standards.

#### ***GHG Emissions***

Core Laboratories maintains a sustainability management system that tracks our consumption of non-renewable resources. We also have engaged a third-party sustainability data company to quantify the impact of emissions categorized as:

- Scope 1 (direct GHG emissions that occur from sources that we control or own),
- Scope 2 (indirect GHG emissions associated with the purchase of electricity, steam, heat, or cooling) or
- Scope 3 (indirect emissions that occur upstream or downstream in our value chain)

This system assists us in setting science-based targets for our Scope 1 and Scope 2 emissions. Science-based targets aim to help companies work towards limiting the increase in global average temperatures to below 2°C, a limit agreed upon by leading climate scientists and governments to ensure long-term sustainability and profitability. These tools focus our efforts on reducing our environmental footprint and provide the data needed to create other climate targets and goals.

Our operational footprint is primarily from our office buildings and laboratories and their related electricity consumption (Scope 2 emission) and use of natural gas and diesel for heating, backup generation and refrigeration processes (Scope 1 emission). In our efforts to reduce GHG emissions, we choose alternative sources of electricity, such as renewable sources or low-carbon emission natural gas when there are options available and feasible. We also consume fuel to operate field vehicles (Scope 1 emission), however, this is primarily limited to our staff working in the field and is not a significant emission component of our total operations. Most of the value chain emissions (Scope 3 emissions) occur upstream from our operations and are associated with employee commuting, purchased goods and services, activities associated with fuel and energy, and upstream transportation and distribution. Downstream emissions are primarily associated with transportation and distribution.

See Item 1A. Risk Factors, "Risk factors associated with health, safety and the environment" for further discussion on environmental matters.

### **Occupational Safety and Health Regulations**

Our operations in the United States and foreign countries are subject to stringent occupational safety and health laws and regulations, which are intended to protect worker health and safety, including the federal Occupational Safety and Health Act, which establishes requirements to protect the health and safety of workers. The U.S. Occupational Safety and Health Administration ("OSHA") hazard communication standard, the Environmental Protection Agency ("EPA") community right-to-know regulations under Title III of the federal Superfund Amendment and Reauthorization Act and comparable state statutes require maintenance of information about hazardous materials used or produced in operations and provision of this information to employees, state and local government authorities and citizens. The federal Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF") establishes requirements for the safe use and storage of explosives. Substantial fines and penalties can be imposed and orders or injunctions limiting or prohibiting certain operations may be issued in connection with any failure to comply with these laws and regulations. Foreign countries in which we conduct operations may also have analogous controls that regulate our worker safety-related activities, which controls may impose additional, or more stringent requirements.

As discussed above, our processes involve the handling and use of numerous chemicals and gases as well as the generation of waste which could cause harm to our employees. Such work is performed in an industrial or laboratory setting, or at our clients' worksite which would also require travel. These types of conditions are susceptible to workplace accidents.

See Item 1A. Risk Factors, "Risk factors associated with health, safety and the environment" for further discussion on environmental matters.

### **Competition**

The business in which we engage is competitive. Some of our competitors are divisions or subsidiaries of companies that are larger and have greater financial and other resources than we have. While no one company competes with us in all of our service and product lines, we face competition in these lines, primarily from independent regional companies and internal divisions of major integrated oil and gas companies. We compete in different service and product lines to various degrees on the basis of price, technical performance, availability, quality and technical support. Our ability to compete successfully depends on elements both within and outside of our control, including successful and timely development of new services and products, performance and quality, client service, pricing, industry trends and general economic trends.

### **Reliance on the Oil and Gas Industry**

Our business and operations are substantially dependent upon the condition of the global oil and gas industry. Future downturns in the oil and gas industry, or in the oilfield services business as well as the adoption and implementation of legislation, executive orders, and other regulatory initiatives that seek to combat climate change by restricting fossil fuel activities, limiting GHG emissions, certain methods of extraction of oil and gas, or the locations in which such activities may be

conducted, may have a material adverse effect on our financial position, results of operations or cash flows. This risk factor is perhaps amplified given recent pronouncements and actions taken by the executive and/or legislative branches of the U.S. government in an uncertain and shifting political environment.

The oil and gas industry is highly cyclical and has been subject to significant economic downturns at various times as a result of numerous factors affecting the supply of and demand for oil and natural gas, including the level of capital expenditures of the oil and gas industry, the level of drilling activity, the level of production activity, market prices of oil and gas, economic conditions existing in the world, interest rates and the cost of capital, environmental regulations, tax policies, the impact of certain geopolitical conflicts, political requirements of national governments, coordination by the Organization of Petroleum Exporting Countries and other oil producing nations ("OPEC+"), cost of producing oil and natural gas, and technological advances.

The success of our business has been underpinned by developing industry leading technologies used in evaluating and improving reservoir performance, increasing oil and gas recovery from new and existing fields, as well as evaluating potential CCS sites in the subsurface both onshore and offshore. Many of these technologies have been developed to meet the needs of our clients, which continue to evolve with demands in both traditional energy sources and with energy transition. As energy transition continues to evolve, our business may become more dependent on the continued innovation and adoption of our industry leading technologies.

## **Human Capital**

We are primarily a service provider in the oilfield services industry, so our workforce includes employees who are highly skilled professionals, including engineers and geologists, and other technical personnel, in addition to our administrative employees. As of December 31, 2023, we had approximately 3,600 employees. We do not have any material collective bargaining agreements and consider relations with our employees to be good.

Our Core Values: (1) Safety Awareness, (2) Honesty & Integrity, (3) Customer Focus, (4) Building Trust and (5) Employee Development, define us as a company and are the framework that unite us on the path toward achieving our goals and propelling Core Lab forward. These values represent and establish the foundation by which we treat each other, conduct our business and simply define "how we do things around here". By embedding our Core Values into our operating strategies, we ensure that our company culture and mission also drive our Environmental, Social and Governance ("ESG") sustainability efforts. We keep our employees informed of major business developments through CoreConnect, a communication initiative to drive connection and engagement between employees and executive leadership, and through contact by extended leadership teams, periodic emails, quarterly newsletters, quarterly reports, and annual events.

Core Lab values its employees and is committed to providing resources that engage employees, enhance their work experience, and develop them for the future. To assist in this pledge, Core Lab has created its talent management strategy based on the employee life cycle. Our total rewards approach is aligned to our business strategy and country-specific market influences. We offer competitive compensation and benefit programs in each country where we operate. Our approach not only encompasses competitive compensation and benefits, but also personal and professional growth opportunities within a global performance culture.

We develop our employees through performance management processes, competency-based development plans and training both in leadership and functional areas while also offering educational assistance programs. We expanded our talent assessment process to identify emerging technical and leadership talent across the Company. Our annual performance management cycle is an ongoing process that enables managers and employees to collaborate throughout the year to set performance goals and development objectives that align to business objectives. This process is designed to help employees understand where they add value to the organization, provide focus on and discussion around career aspirations, and reward employees for high performance.

We aspire to create an inclusive work culture where differences are valued. We recognize the unique perspectives and thoughts that our employees bring to our environment which stimulates innovation and generates out-of-the-box solutions that benefit our Company, clients and industry. We promote a culture-centric focus on the health and safety of our employees and the environment with a pro-active approach towards identifying and managing risks through recognition, evaluation, and education. We empower our employees by fostering a sense of responsibility for managing their own work environment through open communication, and a management-supported "zero accident" culture.

## Web Site Access to Our Periodic SEC Reports

Our primary internet address is <https://www.corelab.com>. We file or furnish Quarterly Reports on Form 10-Q, Annual Reports on Form 10-K, Current Reports on Form 8-K, and any amendments to those reports with the U.S. Securities and Exchange Commission ("SEC"). These reports are available free of charge through our web site as soon as reasonably practicable after they are filed or furnished electronically with the SEC. We may from time to time provide important disclosures to investors by posting them in the investor relations section of our web site, as allowed by SEC rules.

The SEC maintains an internet website at <https://www.sec.gov> that contains reports, proxy and information statements, and other information regarding our company that we file electronically with the SEC. References to the Company's website in this Form 10-K are provided as a convenience and do not constitute, and should not be deemed, an incorporation by reference of the information contained on, or available through, the website, and such information should not be considered part of this Form 10-K.

## ITEM 1A. RISK FACTORS

*Our forward-looking statements are based on assumptions that we believe to be reasonable but that may not prove to be accurate. All of our forward-looking information is, therefore, subject to risks and uncertainties that could cause actual results to differ materially from the results expected. All known, material risks and uncertainties are discussed below.*

### Risk factors associated with the industry in which we operate

***Events beyond Core Lab's control, including a global or domestic health crisis, have resulted and may continue to result in unexpected adverse operating and financial results.***

A global or domestic health crisis such as the COVID-19 pandemic may significantly reduce demand for our services, and may have a material adverse effect on our financial condition, results of operations and cash flows over a long period of time. The effects may include significant and swift reduction in international and U.S. economic activity, reduced demand for oil, coupled with an oversupply of oil, leading to a decrease in oil prices. Government reaction to a pandemic and restrictions and limitations applied by governments, continued widespread growth in infections, travel restrictions, quarantines, or site closures as a result of the health crises could, among other things, impact the ability of Core Lab's employees and contractors to perform their duties, cause increased technology and security risk due to extended and company-wide telecommuting, lead to disruptions in Core Lab's logistics and negatively affect customer relationships. All of these factors may impact the timing of the recognition of revenue and results of operations for a particular quarter.

The extent to which our operating and financial results would continue to be affected depend on various factors and consequences beyond our control, which depend on numerous evolving factors and future developments that we are not able to predict, including, but not limited to, the following:

- the length of time that the pandemic continues;
- its effect on the demand for oil and natural gas;
- the response of the overall economy and the financial markets;
- the effect of governmental actions taken in response to the pandemic; and
- the speed and effectiveness of responses to combat the health crises.

Any of those outcomes could have a material adverse effect on Core Lab's business, financial condition, results of operations and cash flows and could perhaps amplify risk factors described in this Form 10-K.

***Any cost reduction initiatives that Core Lab undertakes may not deliver the results it expects, and these actions may adversely affect its business.***

As business conditions change, the Company may need to implement cost-cutting measures that may adversely affect its business. These cost-cutting measures may include reductions in the quarterly dividend, base salaries of senior executives and employees, annual capital expenditures, implementation of temporary employee furloughs, and workforce reductions, among other reductions of corporate and operating costs.

In addition, these initiatives could result in disruptions to Core Lab's operations. Any cost-cutting measures could also negatively impact Core Lab's business by delaying the introduction of new products or technologies, interrupting service of additional products, or impacting employee retention. There can be no assurance that additional costs will not offset any such reductions of its operations. If Core Lab's operating costs are higher than expected, or if it does not maintain adequate control of its costs and expenses, Core Lab's results of operations will suffer. If Core Lab is unable to mitigate these or other potential risks related to its cost cutting initiatives, it may disrupt Core Lab's business or could have a material adverse effect on its financial condition and results of operations.

***Downturns in the oil and gas industry, or in the oilfield services business, may have a material adverse effect on our financial condition or results of operations.***

The oil and gas industry is highly cyclical and demand for the majority of our oilfield services and products is substantially dependent on the level of expenditures by the oil and gas industry for the exploration, development and production of crude oil and natural gas reserves, which are sensitive to oil and natural gas prices and generally dependent on the industry's view of future oil and gas prices. There are numerous factors affecting the supply of and demand for our services and products, which are summarized as:

- general and economic business conditions, including market prices of oil and gas and expectations about future prices;
- the adoption of legal requirements or taxation;
- changes in existing laws, regulations or other governmental actions;
- cost of producing and the ability to deliver oil and natural gas;
- the level of drilling and production activity;
- financial condition of our client base and their ability to fund capital expenditures;
- coordination by the OPEC+;
- civil unrest or political uncertainty in oil producing or consuming countries;
- level of consumption of oil, gas and petrochemicals by consumers;
- availability of services and materials for our clients to grow their capital expenditures and to deliver product to market; and
- availability of materials and equipment from key suppliers.

The oil and gas industry has historically experienced periodic downturns, which have been characterized by diminished demand for our oilfield services and products and downward pressure on the prices we charge. A significant downturn in the oil and gas industry could result in a reduction in demand for oilfield services and could adversely affect our operating results.

***Changes in macro-economic factors impacting the oil and gas industry may negatively affect our ability to accurately predict client demand, which could cause us to hold excess or obsolete inventory and experience a reduction in gross margins and financial results.***

We cannot accurately predict which or what level of our services and products our clients will need in the future. Orders are placed with our suppliers based on forecasts of client demand and, in some instances, we may establish buffer inventories to accommodate anticipated demand. Our forecasts of client demand are based on multiple assumptions, each of which may introduce errors into the estimates. In addition, many of our suppliers require a longer lead time to provide products than our clients' demand for delivery of our finished products. If we overestimate client demand, we may allocate resources to the purchase of materials or manufactured products that we may not be able to sell when we expect to, if at all. As a result, we could hold excess or obsolete inventory, which would reduce gross margin and adversely affect financial results. Conversely, if we underestimate client demand or if insufficient manufacturing capacity is available, we could miss revenue opportunities and potentially lose market share and damage our client relationships. In addition, any future significant cancellations or deferrals of service contracts or product orders could materially and adversely affect profit margins, increase product obsolescence and restrict our ability to fund our operations.

***We are subject to the physical effects of climate change, which may adversely affect our business and results of operations.***

We operate from locations around the globe and provides services in coastal regions and coastal cities and services related to marine shipping activities of our clients. These locations and activities are susceptible to the physical effects of climate change,

such as increased frequency or severity of tropical storm systems, hurricanes, droughts, floods, extreme winter weather, or geologic/geophysical conditions that may result in:

- decreased or lost production capacity;
- loss of or reduced supply chain availability;
- temporary closure of locations due to electricity outages, damages or disruptions caused by extreme weather events;
- displacement of employees; and
- increase in premium for or reduced ability to obtain insurance for property, business interruption and liability.

See Item 1A. Risk Factors, "Risk factors associated with health, safety and the environment" for further discussion on environmental matters.

#### **Risk factors associated with our international presence**

***We depend on the results of our international operations, which expose us to risks inherent in doing business abroad.***

We conduct our business in over 50 countries. Our operations, and those of our clients, are subject to the various laws, regulations and other legal requirements of those respective countries as well as various risks peculiar to each country, which may include, but are not limited to:

- global economic conditions;
- political actions and requirements of national governments including trade restrictions, embargoes, seizure, detention, nationalization and expropriation of assets;
- interpretation of tax statutes and requirements of taxing authorities worldwide, including the United States, routine examination by taxing authorities and assessment of additional taxes, penalties and/or interest;
- trade and economic sanctions, tariffs or other restrictions imposed by the European Union, the United Kingdom, the United States or other countries;
- civil unrest;
- acts of terrorism;
- fluctuations and changes in currency exchange rates (see section below);
- the impact of inflation;
- difficulty in repatriating foreign currency received in excess of the local currency requirements;
- current conditions in oil producing countries such as Venezuela, Nigeria, Libya, Iran and Iraq considering their potential impact on the world markets; and
- geopolitical conflicts in the countries or regions we operate in, including the Russia-Ukraine and Middle East conflicts.

Historically, economic downturns and political events have resulted in lower demand for our services and products in certain markets. The continuing instability in the Middle East, North Africa, South America and Ukraine, and the potential for activity from terrorist groups that the U.S. government has cautioned against have further heightened our exposure to international risks. The global economy is highly influenced by public confidence in the geopolitical environment, and the situations in the affected countries and regions, as mentioned above, continue to be highly fluid; therefore, we expect to experience heightened international risks.

From time to time, certain geopolitical conflicts may lead to imposition of economic sanctions and associated export controls applicable to our operations. These sanctions may be imposed against certain countries, companies and individuals that may restrict or prohibit transactions involving the countries, companies and individuals identified, which may also further restrict or prohibit us in conducting sales and maintaining operations in any of these jurisdictions.

***Our operations may be adversely affected by sanctions, export controls, and similar measures targeting Russia and other countries and territories as well as other responses to Russia's military conflict in Ukraine.***

The recent geopolitical conflict between Russia and Ukraine has resulted in the U.S. government, European Union, the United Kingdom and other countries imposing broad-ranging and coordinated economic sanctions and export control measures against Russia, Belarus, the Crimea Region of Ukraine, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic, including, among others:

- a prohibition on doing business with certain Russian companies, large financial institutions, officials and oligarchs;
- a prohibition on commercial activities in the so-called Donetsk People's Republic and the so-called Luhansk People's Republic;
- a commitment by certain countries and the European Union to remove selected Russian banks from the Society for Worldwide Interbank Financial Telecommunications ("SWIFT"), the electronic banking network that connects banks globally;
- a ban on imports of Russian crude oil, certain refined petroleum products, and liquefied propane gas originating in or exported from Russia to the European Union, subject to limited exceptions;
- a ban on imports of Russian crude oil, liquefied natural gas and coal to the United States;
- a ban on new investment in the Russian energy sector;
- a prohibition by the U.S. on exporting, selling, or supplying certain categories of services, including engineering services, to persons located in Russia; and
- enhanced export controls and trade sanctions targeting Russia's importation of certain goods and technology, including restrictive measures on the export and re-export of dual-use goods, stricter licensing policy with respect to issuing export licenses, and increased use of "end-use" controls to block or impose licensing requirements on exports.

Due to the international scope of our operations, the Company is subject to various laws and regulations, including regulations issued by the U.S. Department of Treasury, the U.S. Department of State, the Bureau of Industry and Security and Office of Foreign Asset Control, as well as the counterparts of these agencies in foreign countries. The Company actively monitors changes in these regulations as they pertain to the goods and services we provide and their impact on our business, including our business partners and customers.

As the conflict in Ukraine continues, these sanctions may change and be expanded, which could further hinder the Company's ability to do business in Russia or with certain Russian entities, which could have an adverse impact on the Company's financial condition and results of operations. Furthermore, in retaliation against new international sanctions and as part of measures to stabilize and support the volatile Russian financial and currency markets, Russian authorities imposed significant currency control measures aimed at restricting the outflow of foreign currency and capital from Russia, imposed various restrictions on transacting with non-Russian parties, banned exports of various products and other economic and financial restrictions.

The Company routinely screens existing business partners globally against Specially Designated National / Restricted Persons lists. All new engagements with business partners are screened prior to the beginning of any business relationship. Individuals or entities that become subject to applicable sanctions are immediately blocked from further commercial activity with the Company until confirmed by the Company's legal counsel whether permissible to proceed pursuant to a general or special license or other exemption, or a change in facts.

Furthermore, while we have policies, procedures and internal controls in place designed to ensure compliance with applicable sanctions and trade restrictions, and though the current effects from the Russia-Ukraine conflict have, thus far, not resulted in a material adverse impact to the Company's financial condition or results of operations, our employees, contractors, and agents may take actions in violation of such policies and applicable law and we could be held ultimately responsible. We rely on our employees to adhere to the policies, procedures and internal controls we have established to maintain compliance with evolving sanctions and export controls. To that end, we have implemented training programs, both in person and online, to educate our employees on applicable sanctions and export controls laws. If we are held responsible for a violation of U.S. or other countries' sanctions laws, we may be subject to various penalties, any of which could have a material adverse effect on our business, financial condition or results of operations.

Should future sanctions require us to cease or wind down our Russian operations, our assets located there may be impacted and could become subject to impairment. As of December 31, 2023, the Company's fixed assets in Russia were \$4.2 million, or approximately 4% of the Company's total fixed assets and less than 1% of the Company's total assets. Additionally, the Company leases its operating facilities in Russia, and as of December 31, 2023, the contractual obligation to exit these leased



facilities is approximately \$0.6 million. For the year ended December 31, 2023, revenue attributable to our operations in Russia was \$22.8 million, representing less than 5% of the Company's total revenue. Cessation of our Russian operations resulting from future sanctions may cause us to incur employee severance and other associated costs statutorily required under local labor laws.

During the year ended December 31, 2023, revenue attributable to the Company's Ukraine operations and assets located in Ukraine, were not significant to the Company's total revenue and total assets.

We are actively monitoring the situation in Ukraine and assessing its impact on our operations in the region, including our business partners and customers. We have not experienced any material interruptions in our infrastructure, supplies or networks needed to support our operations. However, the situation is continuously evolving and the United States, the European Union, the United Kingdom and other countries may implement additional sanctions, export controls or other measures against Russia, Belarus and other countries, regions, officials, individuals or industries in the respective territories. We have no way to predict the progress or outcome of the conflict in Ukraine or its impacts in Ukraine, Russia or Belarus as the conflict, and any resulting government responses, are fluid and beyond our control.

The Russia-Ukraine conflict may also heighten many other risks, any of which could materially and adversely affect our business and results of operations. Such risks include, but are not limited to, adverse effects on global macroeconomic conditions, including increased inflation; increased volatility in the price and demand of oil and natural gas; increased exposure to cyber-attacks; limitations in our ability to implement and execute our business strategy; risks to employees and contractors that we have in the region; disruptions in global supply chains; exposure to foreign currency fluctuations; potential nationalizations and assets seizures in Russia; constraints or disruption in the capital markets and our sources of liquidity; our potential inability to service our remaining performance obligations; and potential contractual breaches and litigation.

***Our results of operations may be significantly affected by foreign currency exchange rate risk.***

We are exposed to risks due to fluctuations in currency exchange rates. By the nature of our business, we derive a substantial amount of our revenue from our international operations, where certain of our customer contracts are in foreign currencies that subject us to risks relating to fluctuations in currency exchange rates.

***Our results of operations may be adversely affected because our efforts to comply with applicable anti-corruption laws such as the United States' Foreign Corrupt Practices Act (the "FCPA") and the United Kingdom's Anti-Bribery Act (the "ABA") could restrict our ability to do business in foreign markets relative to our competitors who are not subject to these laws.***

We operate in many parts of the world that have experienced governmental corruption to some degree and, in certain circumstances, strict compliance with anti-bribery laws may conflict with local customs and practices. We may be subject to competitive disadvantages to the extent that our competitors are able to secure business, licenses or other preferential treatment by making payments to government officials and others in positions of influence or through other methods that we are prohibited from using.

We are subject to the regulations imposed by the FCPA and the ABA, which generally prohibits us and our intermediaries from making improper payments to foreign officials for the purpose of obtaining or keeping business. In particular, we may be held liable for actions taken by our strategic or local partners even though our partners are not subject to these laws. Any such violations could result in substantial civil and/or criminal penalties and might adversely affect our business, results of operations or financial condition. In addition, our ability to continue to work in these parts of the world discussed above could be adversely affected if we were found to have violated certain laws, including the FCPA and the ABA.

#### **Risk factors associated with technology advancement**

***If we are not able to develop or acquire new services or products or our services and products become technologically obsolete, our results of operations may be adversely affected.***

The market for our services and products is characterized by changing technology and product introduction. As a result, our success is dependent upon our ability to develop or acquire new services and products on a cost-effective basis and to introduce them into the marketplace in a timely manner. While we intend to continue committing substantial financial resources and effort to the development or acquisition of new services and products, we may not be able to successfully differentiate our services and products from those of our competitors. Our clients may not consider our proposed services and products to be of value to them; or if the proposed services and products are of a competitive nature, our clients may not view them as superior to

our competitors' services and products. In addition, we may not be able to adapt to evolving markets and technologies, develop or acquire new services or products, or achieve and maintain technological advantages.

If we are unable to continue developing or acquiring competitive services and products in a timely manner in response to changes in technology, our business and operating results may be materially and adversely affected. In addition, continuing development or acquisition of new products inherently carries the risk of inventory obsolescence with respect to our older products.

***If we are unable to obtain patents, licenses and other intellectual property rights covering our services and products, our operating results may be adversely affected.***

Our success depends, in part, on our ability to obtain patents, licenses and other intellectual property rights covering our services and products. To that end, we have obtained certain patents and intend to continue to seek patents on some of our inventions, services and products. While we have patented some of our key technologies, we do not patent all of our proprietary technology, even when regarded as patentable. The process of seeking patent protection can be long and expensive. There can be no assurance that patents will be issued from currently pending or future applications or that, if patents are issued, they will be of sufficient scope or strength to provide meaningful protection or any commercial advantage to us. In addition, effective copyright and trade secret protection may be unavailable or limited in certain countries. Litigation, which could demand significant financial and management resources, may be necessary to enforce our patents or other intellectual property rights. Also, there can be no assurance that we can obtain licenses or other rights to necessary intellectual property on acceptable terms.

***Our operations are subject to the risk of cyber-attacks that could have a material adverse effect on our consolidated results of operations and consolidated financial condition.***

Our information technology systems are subject to possible breaches and other threats, including insider threats, that could cause us harm. Although we devote significant resources to protect our systems, there can be no assurance that our systems will prevent or limit the effects of cyber-attacks or will be sufficient to prevent or detect, or to avoid a material adverse impact on our systems when such attacks do occur. If our systems for protecting against cyber-attacks prove not to be sufficient, we could be adversely affected by loss or damage of intellectual property, proprietary information, client data, employee data, financial data, our reputation, interruption of business operations, or additional costs to prevent, respond to, or mitigate cyber-attacks. These risks could have a material adverse effect on our business, reputation, results of operations, and financial condition.

#### **Risk factors associated with our supply chain, resources, liquidity and capital management**

***We are subject to the risk of supplier concentration.***

Certain of our product lines depend on a limited number of third party suppliers and vendors available in the marketplace. As a result of this concentration in some of our supply chains, our business and operations could be negatively affected if our key suppliers were to experience significant disruptions affecting the price, quality, availability or timely delivery of their products. For example, we have a limited number of vendors for our manufactured product lines. The partial or complete loss of any one of our key suppliers, or a significant adverse change in the relationship with any of these suppliers, through consolidation or otherwise, would limit our ability to manufacture and sell certain of our products.

***There are risks relating to our acquisition strategy. If we are unable to successfully integrate and manage businesses that we have acquired and any businesses acquired in the future, our results of operations and financial condition could be adversely affected.***

One of our key business strategies is to acquire technologies, operations and assets that are complementary to our existing business. There are financial, operational and legal risks inherent in any acquisition strategy, including:

- increased financial leverage;
- ability to obtain additional financing;
- increased interest expense; and
- difficulties involved in combining disparate company cultures and facilities.

The success of any completed acquisition will depend on our ability to effectively integrate the acquired business into our existing operations. The process of integrating acquired businesses may involve unforeseen difficulties and may require a disproportionate amount of our managerial and financial resources. In addition, possible future acquisitions may be larger and

for purchase prices significantly higher than those paid for earlier acquisitions. No assurance can be given that we will be able to continue to identify additional suitable acquisition opportunities, negotiate acceptable terms, obtain financing for acquisitions on acceptable terms or successfully acquire identified targets. Our failure to achieve consolidation savings, to incorporate the acquired businesses and assets into our existing operations successfully or to minimize any unforeseen operational difficulties could have a material adverse effect on our financial condition and results of operation.

***We may be unable to attract and retain skilled and technically knowledgeable employees, which could adversely affect our business.***

Our success depends upon attracting and retaining highly skilled professionals and other technical personnel. A number of our employees are highly skilled engineers, geologists and highly trained technicians, and our failure to continue to attract and retain such individuals could adversely affect our ability to compete in the oilfield services industry. In periods of high utilization, there may be a shortage of skilled and technical personnel available in the market, potentially compounding the difficulty of attracting and retaining these employees. As a result, our business, results of operations and financial condition may be materially adversely affected.

***We require a significant amount of cash to service our indebtedness, make capital expenditures, fund our working capital requirements and pay our dividend, and our ability to generate cash may depend on factors beyond our control.***

Our ability to make payments on and to refinance our indebtedness, to fund planned capital expenditures, and pay our dividend depends, in part, on our ability to generate cash in the future. This ability is, to a certain extent, subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control.

No assurance can be given that we will generate sufficient cash flows from operations or that future borrowings will be available to us in an amount sufficient to enable us to service and repay our indebtedness or to fund our other liquidity needs. If we are unable to satisfy our debt obligations, we may have to undertake alternative financing plans, such as refinancing or restructuring our indebtedness, selling assets, reducing or delaying capital investments or seeking to raise additional capital. We cannot assure that any refinancing or debt restructuring would be possible or, if possible, would be completed on favorable or acceptable terms, that any assets could be sold or that, if sold, the timing of the sales and the amount of proceeds realized from those sales would be favorable to us or that additional financing could be obtained on acceptable terms.

Disruptions in the capital and credit markets could adversely affect our ability to refinance our indebtedness, including our ability to borrow under our existing revolving credit facility. Banks that are party to our existing revolving credit facility may not be able to meet their funding commitments to us if they experience shortages of capital and liquidity or if they experience excessive volumes of borrowing requests from us and other borrowers within a short period of time.

We may have greater difficulty accessing capital in the future due to the adoption of more stringent climate change policies as shareholders, bondholders and institutional lenders who currently invest in fossil-fuel energy companies or service companies such as ours express increased concern about the potential adverse effects of climate change and therefore elect to shift some or all of their investable or loanable funds into alternative energy investments.

#### **Risk factors associated with health, safety and the environment**

***We are subject to a variety of environmental and occupational safety and health laws and regulations, which may result in increased costs and significant liability to our business.***

We are subject to a variety of stringent governmental laws and regulations, both in the United States and foreign countries, pertaining to protection of the environment, and occupational health and safety.

Compliance with environmental legal requirements in the United States at the federal, state or local levels may require acquiring permits to conduct regulated activities, incurring capital expenditures to limit or prevent emissions, discharges and any unauthorized releases, and complying with stringent practices to handle, recycle and dispose of certain wastes. Failure to comply with these laws and regulations may result in the assessment of administrative, civil and criminal penalties, the imposition of remedial or corrective obligations, the occurrence of delays or cancellations in the permitting, performance or expansion of projects and the issuance of injunctive relief in affected areas. Certain of these laws and regulations may impose joint and several, strict liability for environmental liabilities, such as the remediation of historical contamination or recent spills, and failure to comply with such laws and regulations could result in the assessment of damages, fines and penalties, the imposition of remedial or corrective action obligations, the occurrence of delays or cancellations in permitting or development of projects, or the suspension or cessation of some or all of our operations. These stringent laws and regulations could require us to acquire permits or other authorizations to conduct regulated activities, install and maintain costly equipment and pollution

control technologies, impose specific safety and health standards addressing work protection, or to incur costs or liabilities to mitigate or remediate pollution conditions caused by our operations or attributable to former owners or operators.

Environmental laws and regulations, and their interpretation, frequently change, and have tended to become more stringent over time. Our costs for compliance may not be fully recoverable from our clients and, thus, could reduce net income. New, modified or stricter enforcement of environmental laws and regulations could be adopted or implemented that significantly increase our compliance costs, pollution mitigation costs, or the cost of any remediation of environmental contamination that may become necessary, and these costs could have a material adverse effect on our business, financial condition, results of operation, or cash flows. Additionally, our clients are also subject to many of the same laws and regulations relating to environmental protection and occupational safety and health in the United States and in foreign countries where we operate. To the extent existing environmental laws and regulations or any new or more stringently enforced environmental legal requirements significantly increase our clients' compliance costs, pollution mitigation costs or remedial costs, our clients could elect to delay, restrict or cancel drilling, exploration or production programs, which could reduce demand for our products and services and have a material adverse effect on our business, financial condition, results of operations, or cash flows.

Historically, our worker safety compliance costs have not had a material adverse effect on our results of operations; however, there can be no assurance that such costs will not be material in the future or that such future compliance will not have a material adverse effect on our business or results of operations.

***Legislative and regulatory initiatives relating to oil and gas development and the potential for related litigation could result in increased costs and additional operating restrictions or delays for our clients, which could reduce demand for our products or services.***

Environmental laws and regulations could limit our clients' exploration and production activities. For example, hydraulic fracturing continues to attract considerable public and governmental attention, both in the United States and in foreign countries, resulting in various controls applied to fracturing activities or locations where such activities may be performed. Although we do not directly engage in drilling or hydraulic fracturing activities, we provide products and services to operators in the oil and gas industry.

Hydraulic fracturing is a process used by oil and gas exploration and production operators in the completion of certain oil and gas wells whereby water, sand or other proppants and chemical additives are injected under pressure into subsurface formations to stimulate gas and, to a lesser extent, oil production. Some countries outside the United States, such as Bulgaria, the Czech Republic and France, currently have imposed moratoria on hydraulic fracturing while other countries, such as Canada, allow fracturing activities but those activities are not as widely pursued as they are in the United States. In the United States, the fracturing process is typically regulated by state oil and gas commissions, but several federal agencies have asserted regulatory authority over certain aspects of the process.

A growing number of states have adopted, and other states are considering adopting, legal requirements that could impose more stringent disclosure, permitting and/or well construction requirements on hydraulic fracturing operations, and local governments may also seek to adopt ordinances within their jurisdictions regulating the time, place and manner of hydraulic fracturing activities.

U.S., foreign federal, regional, state or local governmental actions aimed at species conservation, preventing hydraulic fracturing activities, or otherwise limiting oil and gas production in certain locations, could indirectly cause us to incur additional costs, cause our or our oil and natural gas exploration and production customers' operations to become subject to operating restrictions or bans, result in new difficulties obtaining permits or other authorizations, and limit future development activity in affected areas. To the extent any such existing or future legal requirements result in increased costs or restrictions or cancellation in the operation of our clients, such developments could reduce demand for our products and services and have an indirect material adverse effect on our business.

See Part I, Item 1. Business, "Environment and Climate" and "Occupational Safety and Health Regulations" for further discussion on environmental and worker safety and health matters.

***We are subject to compliance with governmental regulations associated with climate change, energy conservation measures, or initiatives that stimulate demand for alternative forms of energy that could result in increased costs, limit the areas in which our clients' oil and natural gas production may occur and reduce demand for our services, which may adversely affect our business and results of operations.***

Our clients in the oil and gas industry are also subject to many laws and regulations relating to environmental and natural resource protection in the United States and in foreign countries where we operate, and many are required to obtain permits and

other authorizations for their operations. In particular, we, our third-party vendors that supply us with goods and services in support of our business, and our clients are subject to an increased governmental, and public, political and scientific attention focus on risks associated with the threat of climate change arising from the emission of greenhouse gases ("GHG"). Various governments have adopted or are considering adopting legislation, regulations or other regulatory initiatives, including the Paris Agreement, the Europe Climate Law, that are focused on such areas as GHG cap and trade programs, carbon taxes, reporting and tracking programs, and restriction of emissions at national or local levels in jurisdictions where we operate. Our and our clients' compliance with such existing, or any new or amended legal requirements that are placed into effect and applicable in areas where we or our clients conduct operations, could result in our or our clients' incurring significant additional expense and operating restrictions.

New or amended legislation, executive actions, regulations or other regulatory initiatives that impose more stringent oil and gas sector requirements or fees on GHG emissions or restrict the areas in which this sector may produce oil and natural gas or generate GHG emissions could result in increased compliance costs or costs of producing fossil fuels. For example, in the U.S., some of our oil and gas customers will be required to pay a fee for certain methane emissions beginning in 2024 and in December 2023, the U.S. Environmental Protection Agency ("EPA") finalized more stringent methane emissions rules for new, modified, and reconstructed facilities in the oil and gas sector, known as OOOOb, as well as standards for existing sources for the first time ever, known as OOOOc which may increase operating costs for some of our clients. Similarly, governments have and may continue to take actions to restrict where or how our clients are permitted to operate.

To the extent that climate change alters weather patterns, it can therefore impact the demand for our customers' products. Our operations and the operations of our customers are also susceptible to the physical effects of climate change, such as increased frequency or severity storm systems, hurricanes, droughts, floods, extreme winter weather, or geologic/geophysical conditions. Such events can impact our operations directly and indirectly, and could also result in increased insurance costs.

Additionally, political, financial and litigation risks, as well as stakeholder pressures may result in our clients restricting, delaying or canceling operational or production activities, incurring liability for infrastructure damages as a result of climatic changes, restricting access to capital, or impairing the ability to continue to operate in an economic manner, which could reduce demand for our products and services. Fuel conservation measures, alternative fuel requirements and increasing consumer demand for, or legislative incentives supporting, alternative energy sources (such as wind, solar, geothermal and tidal) could also reduce demand for oil and natural gas. The occurrence of one or more of these developments could have a material adverse effect on our business, financial condition and results of operation.

Our customers may also face litigation risks based on allocations of their contribution to climate change. Consequently, to the extent one or more of these climate-related events are incurred by us, our third party vendors, or our clients, any of us could incur increased costs, we could incur disruptions to our operations as a result of our vendor's inability to supply us with goods and services, and our clients in particular could elect to delay, restrict or cancel drilling, exploration or production programs, which could reduce demand for our products and services, any of which developments could have a material adverse effect on our business, financial condition, results of operations, or cash flows.

***Increasing attention to environmental, social and governance ("ESG") matters may impact our business.***

Regulations associated with ESG and sustainability have been, and are, being implemented and we anticipate that these regulatory requirements will continue to expand in the European Union ("EU"), the United States and globally, at all levels of government and from private institutions and stakeholders. As a result, numerous regulatory initiatives have been made, and are likely to continue to be made, to monitor and limit existing emissions of GHGs or implement laws, policies or regulatory initiatives that may contribute to energy conservation measures, stimulate demand for alternative forms of energy or limit areas where fossil fuel production may occur, which may translate into reduced demand for our services.

Investor and societal expectations regarding voluntary ESG disclosures, and consumer demand for alternative forms of energy may result in increased costs, reduced demand for our services, reduced profits, increased risks of governmental investigations and private party litigation, and negative impacts on our stock price and access to capital markets. These pressures could have similar impacts on our customers, and therefore, indirectly impact our operations by decreasing demand for our services. Our managerial ESG Steering Team is the primary group for overseeing and managing our ESG initiatives. Team members review the implementation and effectiveness of our ESG programs and policies and report on these matters to the Board of Directors. While we have sought voluntary aspirational goals for GHG emission reductions from base year 2018, we note that even with our governance oversight in place, we may not be able to adequately identify or manage ESG-related risks and opportunities, which may include failing to achieve ESG-related aspirational goals. We have published voluntary disclosures regarding ESG matters under an annual Sustainability Report and the Global Reporting Initiative, an international independent standards organization. From time to time, statements in those voluntary disclosures may be based on aspirational expectations and assumptions that may or may not be representative of current or actual risks or events or forecasts of expected

risks or events, including the costs associated therewith. Such expectations and assumptions may be prone to error or subject to misinterpretation given the lack of an established single approach to identifying, measuring and reporting on many ESG matters.

#### **Risk factors associated with our common stock**

***Provisions in our certificate of incorporation, bylaws and Delaware law may discourage a takeover attempt even if a takeover might be beneficial to our stockholders.***

Provisions contained in our Certificate of Incorporation and our Bylaws, which we refer to herein as our “certificate of incorporation” and “bylaws,” respectively, could make it more difficult for a third party to acquire us. Provisions of our certificate of incorporation and bylaws impose various procedural and other requirements, which could make it more difficult for stockholders to effect certain corporate actions. For example, our certificate of incorporation authorizes our board of directors to determine the rights, preferences, privileges and restrictions of unissued series of preferred stock without any vote or action by our stockholders. Thus, our board of directors can authorize and issue shares of preferred stock with voting or conversion rights that could adversely affect the voting or other rights of holders of our capital stock. These rights may have the effect of delaying or deterring a change of control of our company. Additionally, our bylaws establish limitations on the removal of directors and on the ability of our stockholders to call special meetings and include advance notice requirements for nominations for election to our board of directors and for proposing matters that can be acted upon at stockholder meetings. These provisions could limit the price that certain investors might be willing to pay in the future for shares of our common stock.

***Our certificate of incorporation designates the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our stockholders, which could limit our stockholders’ ability to obtain a favorable judicial forum for disputes with us or our directors, officers, employees or agents.***

Our certificate of incorporation provides that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware will, to the fullest extent permitted by applicable law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers, employees or agents to us or our stockholders, (iii) any action asserting a claim against us or any director or officer or other employee or agent of ours arising pursuant to any provision of the Delaware General Corporation Law, our certificate of incorporation or our bylaws, or (iv) any action asserting a claim against us or any director or officer or other employee or agent of ours that is governed by the internal affairs doctrine, in each such case subject to such Court of Chancery having personal jurisdiction over the indispensable parties named as defendants therein.

The exclusive forum provision would not apply to suits brought to enforce any liability or duty created by the Securities Act or the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. To the extent that any such claims may be based upon federal law claims, Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. Furthermore, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder.

The enforceability of similar choice of forum provisions in other companies’ certificates of incorporation or similar governing documents has been challenged in legal proceedings, and it is possible that a court could find the choice of forum provisions contained in our certificate of incorporation to be inapplicable or unenforceable, including with respect to claims arising under the U.S. federal securities laws.

#### **Risk factors associated with the Redomestication Transaction**

***The expected benefits of the Redomestication Transaction may not be realized.***

There can be no assurance that all of the anticipated benefits of the Redomestication Transaction will be achieved. Achieving the anticipated benefits of the Redomestication Transaction is subject to a number of risks and uncertainties, including factors that we do not and cannot control. In addition, if the expected benefits of the Redomestication Transaction do not meet expectations of investors or securities analysts, the price of our common stock may decline.

***If the Redomestication Transaction does not qualify as a “reorganization” under Section 368(a) of the U.S. Internal Revenue Code of 1986, as amended, Core Lab Shareholders may be required to pay U.S. federal income taxes.***

It is intended that the steps in the Redomestication Transaction qualify as a form of "reorganization" within the meaning of Section 368(a) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"). Although Vinson & Elkins L.L.P., Core Lab's U.S. tax counsel, is currently of the opinion that the Redomestication Transaction should qualify as a form of reorganization within the meaning of Section 368(a) of the Code, and Core Laboratories N.V., Core Laboratories Luxembourg S.A. and Core Laboratories Inc. intend to file tax returns consistent with this intended tax treatment, this tax treatment is not free from doubt. Your tax advisor may not agree with our intended tax treatment and the IRS may assert, or a court may sustain, a contrary position.

If the Redomestication Transaction did not qualify as a form of reorganization within the meaning of Section 368(a) of the Code, Core Lab Shareholders would generally recognize taxable gain or loss upon their exchange of stock pursuant to the Redomestication Transaction, as applicable.

#### **ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

#### **ITEM 1C. CYBERSECURITY**

The Company maintains information systems which contain personal data, financial reports and proprietary data. As a result, we are exposed to cybersecurity threats which could result in loss of or damage to our intellectual property, proprietary information, client data and reputation, or interruption of our business operations, or additional costs to prevent, respond to, or mitigate cyber-attacks.

Our Board of Directors is responsible for oversight of the risks that the Company faces, including cybersecurity threats. Our operating divisions and management teams help identify risks that are relevant to the Company during our periodic business planning and review cycle and rank these risks in relation to the achievement of business objectives. We understand cybersecurity threats to be dynamic and to intersect with various other enterprise risks within the organization. We have therefore integrated cybersecurity risk into our overall risk management program.

As a result, in addition to our information technology policies and procedures, we have implemented cybersecurity processes that aim to address, among other things, information security, password security, third party vetting, security incident response and vulnerability management. Our cybersecurity procedures include requiring multiple authentication factors prior to granting access to our assets, launching endpoint security software to guard against malware, viruses, and other cyber-attacks, use of third-party software to automate IT system monitoring for unusual or suspicious activity, conducting annual cybersecurity training for all employees, and providing cybersecurity information to employees through newsletters and fliers. We utilize third-party consultants to assist us with endpoint detection and response and routinely conduct penetration testing of our network infrastructure. Our consultants also provide digital forensics analysis of our systems, as needed. Additionally, we have sought to align our cybersecurity risk management in accordance with the National Institute of Standards and Technology Cybersecurity Framework.

We recognize that third-party service providers may introduce cybersecurity risks. In an effort to mitigate these risks, we assess third party cybersecurity controls through a cybersecurity questionnaire and include security and privacy addendums to our contracts where applicable.

We have established a permanent management position of Director of Cybersecurity and IT Governance that reports directly to the Chief Financial Officer. Our current Director of Cybersecurity and IT Governance, has an undergraduate degree in computer science and is a Certified Information Systems Security Professional. He possesses over 20 years of IT experience with more than 10 years in managerial positions and has been actively involved in IT security related projects, initiatives, audits and associated program management in the last seven years. As part of our cybersecurity incident response plan, we have established a dedicated incident response team to assess and manage risks arising from cybersecurity threats, consisting of our Director of Cybersecurity and IT Governance and various members of senior management, including our Chief Financial Officer and General Counsel.

The Company also maintains an IT Steering Committee as part of its control environment, which meets regularly to address matters pertaining to the Company's information technology systems. The IT Steering Committee is led by the Company's three IT directors, one of which is the Director of Cybersecurity and IT Governance, and is represented by leaders from corporate departments and operations. In each meeting, the Director of Cybersecurity and IT Governance provides an overview of cybersecurity matters, including status update on threat reduction initiatives undertaken by the Company and future initiatives under consideration.

The Audit Committee is responsible for overseeing our cybersecurity threat risks and receives updates during its quarterly meetings from our Director of Cybersecurity and IT Governance. At each meeting, the Audit Committee is briefed on matters pertaining to our exposure to material privacy and cybersecurity risks, as well as risks that are deemed to have a moderate or higher business impact, even if immaterial. The Director of Cybersecurity and IT Governance also routinely briefs senior management on such matters as they arise.

In addition, we have established a Data Privacy Committee coordinated by our Data Privacy Officer and represented by seven other committee members from various corporate functional departments. The objective of the Committee is to ensure that personal data is protected and handled in accordance with applicable law and Core Lab policies.

As of the date of this Annual Report on Form 10-K, we are not aware of any cybersecurity incident or cybersecurity threat that has materially affected, or is reasonably likely to materially affect, our business strategy, results of operations or financial condition. However, we understand that cybersecurity threats are continually evolving, and the possibility of future discovery of cybersecurity incidents remains. Please see "Item 1A. Risk Factors" for additional information about cybersecurity risks.

## **ITEM 2. PROPERTIES**

Currently, we have over 70 offices (totaling approximately 3.2 million square feet of space) in more than 50 countries. In these locations, we lease approximately 1.5 million square feet and own approximately 1.7 million square feet. We serve our worldwide clients through five Advanced Technology Centers ("ATCs") that are located in Aberdeen, Scotland; Abu Dhabi, United Arab Emirates; Houston, Texas; Kuala Lumpur, Malaysia; and Rotterdam, The Netherlands. The ATCs provide support for our more than 50 regional specialty centers located throughout the global energy producing provinces. In addition, our more significant manufacturing facilities are located in Godley, Texas, Red Deer, Alberta, Canada and Pyle, Wales which are included in our Production Enhancement operating segment. Our facilities are adequate for our current operations; however, expansion into new facilities or the replacement or modification of existing facilities may be required to accommodate future growth.

## **ITEM 3. LEGAL PROCEEDINGS**

See Note 13 - *Commitments and Contingencies* of the Notes to the Consolidated Financial Statements.

## **ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.



## PART II

### ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

#### Price Range of Common Stock

Our common stock trades on the New York Stock Exchange ("NYSE") under the symbol "CLB".

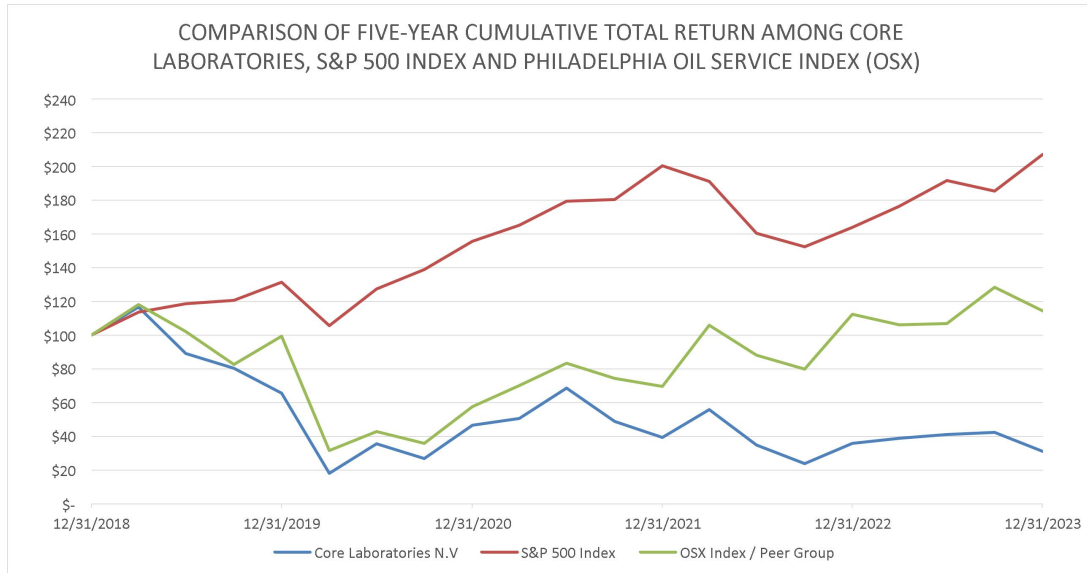
On January 31, 2024, the closing price, as quoted by the NYSE, was \$15.77 per share and there were 46,856,536 shares of common stock issued and outstanding held by approximately 195 record holders. These amounts exclude shares held by us as treasury stock.

See Part III, "Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters" for discussion of equity compensation plans.

#### Performance Graph

The following performance graph compares the performance of our common stock to the Standard & Poor's 500 Index and the Philadelphia Oil Service Index ("OSX") for the period beginning December 31, 2018 and ending December 31, 2023. Core Lab is now an established member of the OSX which includes a greater concentration of our most direct peers.

The graph assumes that the value of the investment in our common shares and each index was \$100 at December 31, 2018 and that all dividends were reinvested. The stockholder return set forth below is not necessarily indicative of future performance. The following graph and related information is "furnished" and shall not be deemed "soliciting material" or to be "filed" with the SEC, nor shall such information be incorporated by reference into any future filing under the Securities Act of 1933 or the Securities Exchange Act of 1934, as amended (the "Exchange Act") except to the extent that Core Laboratories specifically incorporates it by reference into such filing.



### Share Repurchases in the Fourth Quarter of 2023

The following table provides information about our purchases of equity securities that are registered by us pursuant to Section 12 of the Exchange Act during the three months ended December 31, 2023:

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of a Publicly Announced Program	Maximum Number of Shares that may be Purchased Under the Program <sup>(2)</sup>
October 1, 2023 to October 31, 2023 <sup>(1)</sup>	11,118	\$ 23.99	—	4,672,858
November 1, 2023 to November 30, 2023 <sup>(1)</sup>	1,134	\$ 20.82	—	4,671,864
December 1, 2023 to December 31, 2023 <sup>(1)</sup>	84,499	\$ 17.67	—	4,611,835
Total	<u>96,751</u>	<u>\$ 18.43</u>	<u>—</u>	

(1) During the quarter, 96,751 shares were surrendered to us by participants in a stock-based compensation plan to settle any personal tax liabilities which may result from the award.

(2) During the quarter, 17,267 treasury shares were distributed relating to stock-based awards, including 13,492 in October, 2,820 in November and 3,775 in December.

In connection with our initial public offering in September 1995, prior to the Redomestication Transaction and under Dutch law requirements, our shareholders authorized management to repurchase up to 10% of our issued share capital, for a period of 18 months. This authorization was renewed at subsequent annual or special shareholder meetings. Subsequent to the Redomestication Transaction in May 2023, shareholder approval is not required under U.S. or Delaware law and the repurchase of shares in the open market is at the discretion of our Board of Directors and management.

From the activation of the share repurchase program through December 31, 2023, we have repurchased 40,379,635 shares for an aggregate purchase price of approximately \$1.7 billion, or an average price of \$41.28 per share. At December 31, 2023, we held 82,021 shares in treasury and have the authority to repurchase 4,611,835 additional shares under our stock repurchase program as described in the preceding paragraph.

### ITEM 6. [RESERVED]

## ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Core Laboratories Inc. is a Delaware corporation. We were established in 1936 and are one of the world's leading providers of proprietary and patented reservoir description and production enhancement services and products to the oil and gas industry, primarily through client relationships with many of the world's major, national and independent oil companies.

On May 1, 2023, Core Laboratories N.V. completed its previously announced redomestication transaction (the "Redomestication Transaction"), which included (i) the merger (the "Merger") of Core Laboratories N.V. with and into Core Laboratories Luxembourg S.A., a public limited liability company incorporated under the laws of Luxembourg, with Core Laboratories Luxembourg S.A. surviving, and (ii) following the completion of the Merger, the migration of Core Laboratories Luxembourg S.A. out of Luxembourg and its domestication as Core Laboratories Inc., a Delaware corporation. As a result of the Redomestication Transaction, all common shares in Core Laboratories N.V. were canceled and exchanged for common stock in Core Laboratories Luxembourg S.A. on a one-for-one basis. Former holders of Core Laboratories N.V. common shares now hold one share of common stock of Core Laboratories Inc. (formerly Core Laboratories Luxembourg S.A.) for each Core Laboratories N.V. common share owned immediately prior to the consummation of the Redomestication Transaction, and the business, assets, liabilities, directors and officers of Core Laboratories Inc. became the same as the business, assets, liabilities, directors and officers of Core Laboratories N.V. immediately prior to the Redomestication Transaction. See Note 2 - *Summary of Significant Accounting Policies*, Note 9 - *Income Taxes*, Note 11 - *Long-Term Debt, net*, Note 12 - *Pension And Other Postretirement Benefit Plans*, Note 14 - *Equity*, and Note 20 - *Earnings Per Share* of the Notes to the Consolidated Financial Statements for additional information regarding the Redomestication Transaction.

We operate our business in two segments. These complementary operating segments provide different services and products and utilize different technologies for evaluating and improving reservoir performance and increasing oil and gas recovery from new and existing fields:

- *Reservoir Description*: Encompasses the characterization of petroleum reservoir rock and reservoir fluids samples to increase production and improve recovery of crude oil and natural gas from our clients' reservoirs. We provide laboratory-based analytical and field services to characterize properties of crude oil and crude oil-derived products to the oil and gas industry. Services associated with these fluids include determining the quality and measuring the quantity of the reservoir fluids and their derived products, such as gasoline, diesel and biofuels. We also provide proprietary and joint industry studies based on these types of analyses and manufacture associated laboratory equipment. In addition, we provide reservoir description capabilities that support various activities associated with energy transition projects, including services that support carbon capture, utilization and storage, geothermal projects, and the evaluation and appraisal of mining activities around lithium and other elements necessary for energy storage.
- *Production Enhancement*: Includes services and manufactured products associated with reservoir well completions, perforations, stimulation, production and well abandonment. We provide integrated diagnostic services to evaluate and monitor the effectiveness of well completions and to develop solutions aimed at increasing the effectiveness of enhanced oil recovery projects.

### General Overview

We provide services as well as design and produce products which enable our clients to evaluate and improve reservoir performance and increase oil and gas recovery from new and existing fields. These services and products are generally in higher demand when our clients are investing capital in their field development programs that are designed to increase productivity from existing fields or when exploring for, appraising and developing new fields. Our clients' investment in capital expenditure programs tends to correlate over the longer term to oil and natural gas commodity prices. During periods of higher, stable prices, our clients generally invest more in capital expenditures and, during periods of lower or volatile commodity prices, they tend to invest less. Consequently, the level of capital expenditures by our clients impacts the demand for our services and products.

The following table summarizes the annual average and year-end worldwide and U.S. rig counts for the years ended December 31, 2023, 2022 and 2021, as well as the annual average and year-end spot price of a barrel of WTI crude, Europe Brent crude and a MMBtu of natural gas:

	2023	2022	2021
Baker Hughes Worldwide Average Rig Count <sup>(1)</sup>	1,814	1,747	1,362
Baker Hughes U.S. Average Rig Count <sup>(1)</sup>	689	721	475
Baker Hughes U.S. Land-based Average Rig Count <sup>(1)</sup>	670	706	461
Baker Hughes Worldwide Year-End Rig Count <sup>(2)</sup>	1,739	1,835	1,563
Baker Hughes U.S. Year-End Rig Count <sup>(2)</sup>	623	780	579
Baker Hughes U.S. Land-based Year-End Rig Count <sup>(2)</sup>	603	763	565
Average Crude Oil Price per Barrel WTI <sup>(3)</sup>	\$ 77.58	\$ 94.90	\$ 68.14
Average Crude Oil Price per Barrel Brent <sup>(4)</sup>	\$ 82.49	\$ 100.93	\$ 70.86
Average Natural Gas Price per MMBtu <sup>(5)</sup>	\$ 2.52	\$ 6.45	\$ 3.89
Year-end Crude Oil Price per Barrel WTI <sup>(3)</sup>	\$ 71.89	\$ 80.16	\$ 75.33
Year-end Crude Oil Price per Barrel Brent <sup>(4)</sup>	\$ 77.69	\$ 82.82	\$ 77.24
Year-end Natural Gas Price per MMBtu <sup>(5)</sup>	\$ 2.58	\$ 3.52	\$ 3.82

(1) Twelve month average rig count as reported by Baker Hughes - Worldwide Rig Count.

(2) Year-end rig count as reported by Baker Hughes - Worldwide Rig Count.

(3) Average daily and year-end West Texas Intermediate ("WTI") crude spot price as reported by the U.S. Energy Information Administration ("EIA").

(4) Average daily and year-end Europe Brent crude spot price as reported by the EIA.

(5) Average daily and year-end Henry Hub natural gas spot price as reported by the EIA.

In general, activities associated with the exploration of oil and gas in the U.S. onshore market are more sensitive to changes in the crude-oil commodity prices, as opposed to larger international and offshore projects which take multiple years to plan and develop, and once announced and started, will continue through completion, despite changes in the current price of crude oil. In 2021, crude-oil prices recovered from the previous year with more significant improvement during the second half of 2021, as growth in production was not keeping pace with the resurgence in consumer demand. Subsequently, the geopolitical conflict between Russia and Ukraine that erupted in February 2022, caused disruptions to traditional maritime supply chains associated with the movement of crude oil, initially reducing the level of crude oil sourced from Russia and being imported into various European ports. The disruptions to traditional maritime supply chains of crude oil and derived products, such as diesel fuel, and associated sanctions imposed on maritime exports of these products out of Russia caused significant volatility in both the prices and trading patterns of these products during 2022 and into 2023. As a result, average crude-oil prices were elevated during 2022, but have since decreased and moderated in 2023. The maritime supply chains associated with the movement of crude oil have continued to realign and stabilize throughout 2023, which has reduced some of the volatility in crude-oil prices.

Core Lab expects crude-oil supply lines to remain more stable, although the recent conflict that erupted in the Middle East has resulted in additional disruptions in the movement and trading of crude oil which still continue. The Company's volume of associated laboratory services is expected to be commensurate with the trading and movement of crude-oil into Europe, the Middle East, Asia and across the globe. However, the United States, the European Union, the United Kingdom and other countries may implement additional sanctions, export controls or other measures against Russia, Belarus and other countries, regions, officials, individuals or industries in the respective territories. We have no way to predict the progress or outcome of these events, and any resulting government responses are fluid and beyond our control. According to the latest International Energy Agency's report, the current global demand for crude oil and natural gas remains at a high level though the growth momentum is expected to slow down in 2024 due to further weakening of the macroeconomic climate, as Gross Domestic Product (GDP) growth stays below trend in major economies, including China.

Coming out of the COVID-19 pandemic, U.S. land drilling and completion activities improved during 2021 and strengthened throughout 2022, however, activity decreased during 2023. Since April 2023, the U.S. land-based rig count has continuously declined resulting in a 21% reduction at the end of 2023 compared to 2022, as some drilling operators cut back new drilling projects.

Information published by the EIA, shows that the inventory of wells drilled but uncompleted (a "DUC" well) in the U.S., was 5,099 as of December 31, 2021, and declined to 4,577 and 4,374 at end of 2022 and 2023, respectively. This data indicates that during the period of higher activity, operators were drilling wells but not completing them as the DUC inventory grew. As activity levels began to decline, operators began to drill fewer new wells and were completing some of the wells that had been previously drilled but not completed. As drilling and completion activity levels began to recover in the second half of 2021, which continued in 2022 and 2023, the number of wells completed continued to outpace the number of new wells drilled during these periods.

In the U.S., the average land-based rig count increased approximately 53% from 2021 to 2022 as drilling activity accelerated due to the recovery from the disruptions caused by the COVID-19 pandemic. However, in 2023, U.S. land drilling activity decreased as natural gas prices declined significantly and efficiencies gains in drilling and completing wells allowed operators

to complete their 2023 drilling programs ahead of schedule. This resulted in the U.S. land-based rig count decreasing approximately 21% at the end of 2023 from the end of 2022, as discussed above. Demand for product sales and associated services will typically change in tandem with the changes in the rig count and associated drilling and completion activity.

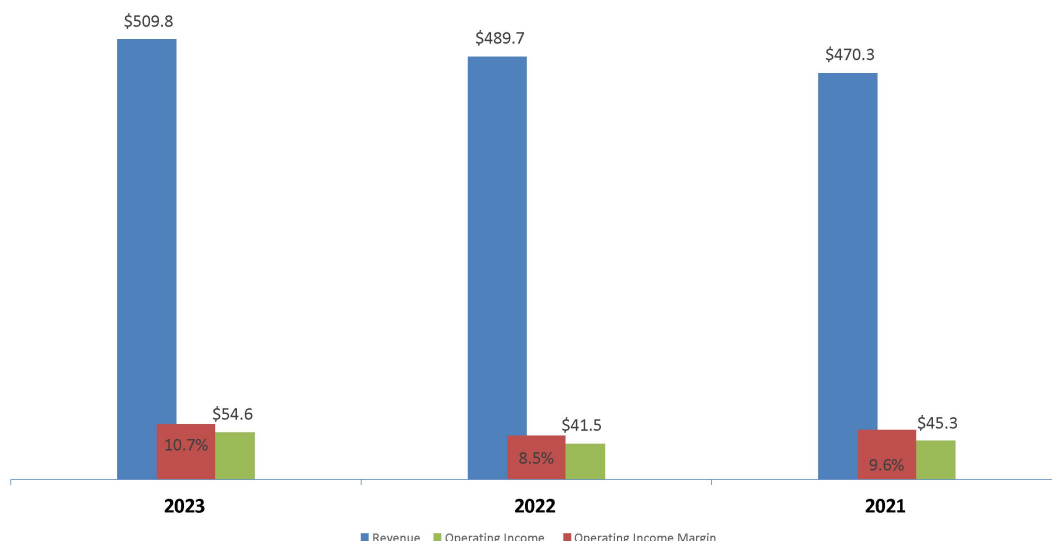
Outside of the U.S., activities associated with the exploration for, and production of, oil also showed an increase in 2022 and 2023 as international markets recovered from the global pandemic as reflected by an increase of 16% and 10%, respectively, in the average number of active rigs outside the United States. Long-term international and offshore projects which are commonly announced through Final Investment Decisions and subsequently initiated are not as susceptible or at-risk to delay or suspension due to short-term volatility in crude-oil commodity prices. The Company has maintained its annual capital expenditures between \$10.0 million and \$13.5 million during the years 2021, 2022 and 2023, which is significantly reduced from average annual capital expenditures in years prior to the pandemic.

## Results of Operations

### Operating Results for the Year Ended December 31, 2023 Compared to the Years Ended December 31, 2022 and 2021

We evaluate our operating results by analyzing revenue, operating income and operating income margin (defined as operating income divided by total revenue). Since we have a relatively fixed cost structure, decreases in revenue generally translate into lower operating income results. Results for the years ended December 31, 2023, 2022 and 2021 are summarized in the following chart.

**Revenue, Operating Income and Operating Income Margin  
(in millions)**



Results of operations as a percentage of applicable revenue for the years ended December 31, 2023, 2022 and 2021 are as follows (in thousands, except for per share information):

	2023		2022		2021		2023 / 2022	2022 / 2021
							% Change	
REVENUE:								
Services	\$ 371,914	73.0 %	\$ 346,974	70.8 %	\$ 344,342	73.2 %	7.2 %	0.8 %
Product sales	137,876	27.0 %	142,761	29.2 %	125,910	26.8 %	(3.4) %	13.4 %
Total revenue	509,790	100.0 %	489,735	100.0 %	470,252	100.0 %	4.1 %	4.1 %
OPERATING EXPENSES:								
Cost of services* <sup>(1)</sup>	282,135	75.9 %	274,297	79.1 %	267,641	77.7 %	2.9 %	2.5 %
Cost of product sales* <sup>(1)</sup>	117,822	85.5 %	119,358	83.6 %	100,255	79.6 %	(1.3) %	19.1 %
Total cost of services and product sales	399,957	78.5 %	393,655	80.4 %	367,896	78.2 %	1.6 %	7.0 %
General and administrative expense <sup>(1)</sup>	40,259	7.9 %	38,117	7.8 %	44,173	9.4 %	5.6 %	(13.7) %
Depreciation and amortization	15,784	3.1 %	17,161	3.5 %	18,516	3.9 %	(8.0) %	(7.3) %
Other (income) expense, net	(850)	(0.2) %	(722)	(0.1) %	(5,595)	(1.2) %	NM	NM
OPERATING INCOME	54,640	10.7 %	41,524	8.5 %	45,262	9.6 %	31.6 %	(8.3) %
Interest expense	13,430	2.6 %	11,570	2.4 %	9,152	1.9 %	16.1 %	26.4 %
Income before income taxes	41,210	8.1 %	29,954	6.1 %	36,110	7.7 %	37.6 %	(17.0) %
Income tax expense	4,185	0.8 %	10,296	2.1 %	15,891	3.4 %	(59.4) %	(35.2) %
Net income	37,025	7.3 %	19,658	4.0 %	20,219	4.3 %	88.3 %	(2.8) %
Net income attributable to non-controlling interest	350	0.1 %	205	—	492	0.1 %	NM	NM
Net income attributable to Core Laboratories Inc.	\$ 36,675	7.2 %	\$ 19,453	4.0 %	\$ 19,727	4.2 %	88.5 %	(1.4) %
Diluted earnings per share	\$ 0.78		\$ 0.42		\$ 0.43		85.7 %	(2.3) %
Diluted earnings per share attributable to Core Laboratories Inc.	\$ 0.77		\$ 0.42		\$ 0.42		83.3 %	0.0 %
Diluted weighted average common shares outstanding	47,523		46,813		46,690			
Other Data:								
Current ratio <sup>(2)</sup>	2.53:1		2.05:1		2.08:1			
Debt to EBITDA ratio <sup>(3)</sup>	2.11:1		2.68:1		2.70:1			
Debt to Adjusted EBITDA ratio <sup>(4)</sup>	1.76:1		2.29:1		2.08:1			

\* Percentage based on applicable revenue rather than total revenue.

"NM" means not meaningful.

(1) Excludes depreciation.

(2) Current ratio is calculated as follows: current assets divided by current liabilities.

(3) Debt to EBITDA ratio is calculated as follows: debt less cash divided by the sum of consolidated net income plus interest, taxes, depreciation, and amortization.

(4) Debt to Adjusted EBITDA ratio is calculated as follows: debt less cash divided by the sum of consolidated net income plus interest, taxes, depreciation, amortization, severance, and certain non-cash adjustments.

## Service Revenue

Service revenue is primarily tied to activities associated with the exploration, production, movement and refinement of oil, gas and derived products outside the U.S. Service revenue for the year ended December 31, 2023, was \$371.9 million, an increase of 7% compared to 2022. The increase was due to growth in activity levels in both U.S. and international markets. Over 70% of service revenue is generated from international markets. In 2023, growth occurred in several international markets including the recovery of services in the European region. The Russia-Ukraine geopolitical conflict that began in February 2022, initially disrupted supply chains and logistic patterns of maritime transportation of crude oil and derived products, which realigned and stabilized in 2023. The increase in U.S. operations benefited from growing client activity for our reservoir core and reservoir fluids analysis services on projects from across the globe that are often conducted in our advanced technology center located in Houston, Texas, as well as a growing demand for CCS projects. Service revenue for the year ended December 31, 2022, was \$347.0 million, relatively flat compared to 2021. Disruptions resulting from the COVID-19 pandemic started to ease, and demand for crude oil progressively increased during 2022, however, the growth was offset by the disruptions caused by the Russia-Ukraine geopolitical conflict. Additionally, as indicated above, over 70% of service revenue is generated from international markets, though our customer contracts are primarily denominated in U.S. Dollars, there are certain customer contracts denominated in foreign currencies. Therefore, the devaluation of most major currencies against the U.S. Dollar, mainly the Euro and British Pound, adversely impacted the growth of service revenue during the year ended December 31, 2022.

### **Product Sales Revenue**

Product sales revenue, which is equally tied to the completion of onshore wells in the U.S. and international activities, for the year ended December 31, 2023, was \$137.9 million, a decrease of 3% compared to 2022. The decline in our product sales revenue is primarily associated with the activity decline in the U.S. onshore market, where the U.S. land rig count decreased 21% at the end of 2023 from the end of 2022. Additionally, one large international product sale in 2022, did not repeat in 2023. Product sales to international markets are typically shipped and delivered in bulk and the timing of delivery can vary from one period to another. Product sales revenue for the year ended December 31, 2022, was \$142.8 million, an increase of 13% compared to 2021. The increase in product sales, which primarily include differentiated well completion products and specialized laboratory instrumentation, was attributable to growth in both the U.S. and international markets.

### **Cost of Services, excluding depreciation**

Cost of services for the year ended December 31, 2023 was \$282.1 million, an increase of 3% compared to 2022, which corresponded to the change in service revenue. Cost of services for the year ended December 31, 2022 was \$274.3 million, an increase of 2% compared to 2021, which corresponded with the change in service revenue. Additionally, during 2022 the restoration of substantially all employee compensation and benefit costs resulted in a higher employee compensation cost. Cost of services expressed as a percentage of service revenue improved to 76% in 2023 from 79% in 2022. Improvement in cost of services as a percentage of service revenue in 2023, was primarily associated with improved utilization of our global laboratory network on higher revenue. Cost of services expressed as a percentage of service revenue increased to approximately 79% in 2022 from 78% in 2021, primarily due to the effect of restoration of employee compensation costs as discussed above.

### **Cost of Product Sales, excluding depreciation**

Cost of product sales for the year ended December 31, 2023 was \$117.8 million, a decrease of 1% compared to 2022, which corresponded to the decrease in product sales revenue. Cost of product sales for the year ended December 31, 2022 was \$119.4 million, an increase of 19% compared to 2021, which increased slightly higher than the change in revenue. The increase of costs in 2022, is associated with the restoration of substantially all employee compensation and benefit costs during the year, as discussed above. In addition, inflation and global supply chain challenges resulted in higher cost of raw materials and shipping increasing the costs of product sales in 2023 and 2022. Cost of product sales expressed as a percentage of product sales revenue increased to approximately 86% in 2023 from 84% in 2022, was primarily due to inflation in material costs throughout 2023 and higher absorption of fixed costs on a lower revenue base. Cost of product sales expressed as a percentage of product sales revenue increased to approximately 84% in 2022 from 80% in 2021, as a result of elevated inflation and increased employee compensation as discussed above.

### **General and Administrative Expense, excluding depreciation**

General and administrative ("G&A") expense includes corporate management and centralized administrative services that benefit our operations. G&A expense was \$40.3 million in 2023, an increase of 6% or \$2.1 million, was primarily due to 1) the recognition of additional stock compensation expense of \$6.5 million in 2023, compared to \$3.9 million in 2022, which was associated with the accelerated stock compensation expense for retirement eligible employees; and 2) the reversal of stock compensation expense previously recognized as the performance conditions associated with the performance share awards were determined to be unachievable in the amount of \$1.1 million in 2023 compared to \$3.3 million in 2022. These increases were partially offset by: 1) a net gain of \$2.0 million from the company owned life insurance policies associated with death benefit proceeds in 2023; and 2) investment gains on company owned life insurance policies in 2023 compared to losses in 2022. G&A expense was \$38.1 million in 2022, decreased 14% or \$6.1 million compared to 2021. The decrease is primarily due to changes in compensation expense during the period and includes accelerated stock compensation expense recorded for retirement eligible employees of \$3.9 million in 2022 compared to \$7.2 million in 2021. Additionally, in 2022, an adjustment was recorded to reverse \$3.3 million of previously recognized compensation expense as discussed above. The reduction in stock compensation expense was partially offset by the restoration of employee compensation and benefit costs during 2022. See Note 17 - *Stock-Based Compensation* of the Notes to the Consolidated Financial Statements for further details.

### **Depreciation and Amortization**

Depreciation and amortization expense for the year ended December 31, 2023 was \$15.8 million, a decrease from \$17.2 million and \$18.5 million in 2022 and 2021, respectively, and are associated with lower capital expenditures in 2021 through 2023.

**Other (Income) Expense, net**

The components of other (income) expense, net are as follows (in thousands):

	For the Years Ended December 31,		
	2023	2022	2021
Gain on sale of assets	\$ (200)	\$ (1,068)	\$ (427)
Results of non-consolidated subsidiaries	(394)	(294)	(62)
Foreign exchange (gain) loss, net	176	229	(228)
Rents and royalties	(698)	(709)	(571)
Return on pension assets and other pension costs	(1,365)	(545)	(306)
Loss on lease abandonment and other exit costs	1,146	—	—
Assets write-down	1,143	—	—
ATM termination costs	455	—	—
Insurance and other settlements	(604)	(669)	(2,236)
Severance and other charges	—	3,332	—
Gain on sale of business	—	—	(1,012)
Other, net	(509)	(998)	(753)
Total other (income) expense, net	<u>\$ (850)</u>	<u>\$ (722)</u>	<u>\$ (5,595)</u>

In 2022, we sold our ownership interest in mineral rights of certain properties for a net gain of \$0.7 million which is included in gain on sale of assets.

During the year ended December 31, 2023, we abandoned certain leases in the U.S. and Canada and incurred costs of \$1.1 million. We integrated and relocated these facilities and wrote down related leasehold improvements and right of use assets of \$1.1 million.

During the year ended December 31, 2023, we wrote off previously deferred costs of \$0.5 million upon termination of our 2022 ATM Program. See Note 14 - Equity for additional information.

During the year ended December 31, 2023, the State of Louisiana expropriated the access road to one of our facilities and paid us a settlement of \$0.6 million. The North America mid-continent winter storm in February 2021 caused business interruptions and property losses to certain facilities, and we received insurance settlements of \$0.7 million and \$1.6 million in 2022 and 2021, respectively. We incurred property and other losses in a fire incident that occurred in 2020 for which we received full and final insurance settlement of \$0.6 million in 2021.

Foreign exchange (gain) loss, net is summarized in the following table (in thousands):

	For the Years Ended December 31,		
	2023	2022	2021
Angolan Kwanza	\$ 188	\$ (2)	\$ (36)
Australian Dollar	81	9	113
British Pound	(408)	212	86
Canadian Dollar	156	238	77
Colombian Peso	92	(430)	(281)
Euro	438	(382)	(450)
Indonesian Rupiah	82	379	123
Norwegian Krone	103	(31)	12
Russian Ruble	(375)	35	(16)
Turkish Lira	(472)	114	47
Other currencies, net	291	87	97
Foreign exchange (gain) loss, net	<u>\$ 176</u>	<u>\$ 229</u>	<u>\$ (228)</u>

**Interest Expense**

Interest expense for the year ended December 31, 2023 was \$13.4 million compared to \$11.6 million and \$9.2 million in 2022 and 2021, respectively. Although the Company reduced its outstanding debt in 2023 when compared to 2022, interest expense was higher in 2023 primarily due to: 1) rising interest rates on our aggregated variable rate debt during these periods, and 2) replacement of the 2011 Senior Notes of \$75 million with fixed rate of 4.11% that matured in September 2023, by the



2023 Senior Notes of \$50 million with higher fixed rates of 7.25% to 7.50%. See Note 11 - *Long-term Debt*, net of the Notes to the Consolidated Financial Statements for further detail. Interest expense was also affected by changes associated with our interest rate swap agreements, as described in Note 15 - *Derivative Instruments and Hedging Activities* of the Notes to the Consolidated Financial Statements.

### Income Tax Expense

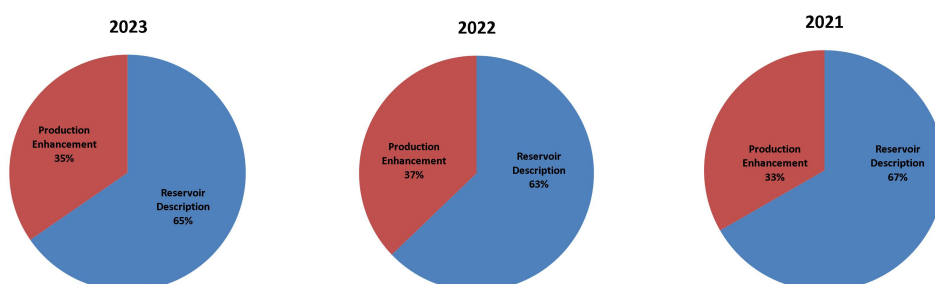
Income tax expense was \$4.2 million in 2023 and resulted in an effective tax rate of 10.2%. The 2023 tax expense was primarily impacted by the reversal of deferred tax liabilities of \$11.6 million associated with the Redomestication Transaction, partially offset by the geographic mix of earnings. Income tax expense was \$10.3 million in 2022 and resulted in an effective tax rate of 34.4%. The 2022 tax expense was primarily impacted by taxable gains in local jurisdictions associated with foreign currency revaluation of U.S. dollar denominated receivables, primarily in the United Kingdom and Turkey, and certain non-deductible stock compensation expense in the United States.

See Note 9 - *Income Taxes* of the Notes to the Consolidated Financial Statements for further detail of income tax expense.

### Segment Analysis

The following charts and tables summarize the annual revenue and operating results as a percentage of applicable revenue for our two complementary operating segments.

Segment Revenue



	2023		2022		2021		2023 / 2022	2022 / 2021
							% Change	% Change
REVENUE:								
Reservoir Description	\$ 333,345	65.4%	\$ 307,691	62.8%	\$ 313,609	66.7%	8.3%	(1.9)%
Production Enhancement	176,445	34.6%	182,044	37.2%	156,643	33.3%	(3.1)%	16.2%
Total revenue	<u>\$ 509,790</u>	100.0%	<u>\$ 489,735</u>	100.0%	<u>\$ 470,252</u>	100.0%	4.1%	4.1%
OPERATING INCOME:								
Reservoir Description*	\$ 41,039	12.3%	\$ 22,902	7.4%	\$ 28,958	9.2%	79.2%	(20.9)%
Production Enhancement*	12,519	7.1%	16,351	9.0%	15,163	9.7%	(23.4)%	7.8%
Corporate and other <sup>(1)</sup>	1,082	0.2%	2,271	0.5%	1,141	0.2%	NM	NM
OPERATING INCOME	<u>\$ 54,640</u>	10.7%	<u>\$ 41,524</u>	8.5%	<u>\$ 45,262</u>	9.6%	31.6%	(8.3)%

\* Percentage, which represents operating margin, is based on operating income divided by applicable revenue rather than total revenue.

"NM" means not meaningful.

(1) "Corporate and other" represents those items that are not directly relating to a particular operating segment.

### Reservoir Description

Reservoir Description operations are closely correlated with trends in international and offshore activity levels, with approximately 80% of its revenue sourced from producing fields, development projects and movement of crude oil and derived products outside the U.S. The Company continues to see improvement in international projects across several international

regions; however, increases in project activity were partially offset by disruptions in the maritime movement and logistical trading patterns for crude oil and derived products, caused by the Russia-Ukraine and Middle East geopolitical conflicts.

Revenue from the Reservoir Description operating segment for the year ended December 31, 2023 was \$333.3 million, an increase of 8% compared to 2022. The increased revenue in 2023 is primarily due to growing client activity for our reservoir core and reservoir fluids analysis services on projects in several regions across the globe, as well as a growing demand for CCS projects. Additionally, crude assay services associated with the maritime movement of crude oil and derived products improved in 2023, which were impacted by the Russia-Ukraine conflict, as discussed above. Revenue from the Reservoir Description operating segment was \$307.7 million in 2022, down slightly when compared to \$313.6 million in 2021. Revenue associated with certain customer contracts denominated in foreign currencies was adversely impacted by the devaluation of most major currencies against the U.S. Dollar, mainly the Euro and British Pound. Additionally, 2022 revenue was adversely impacted by disruptions caused by the Russia-Ukraine geopolitical conflict in February 2022, as discussed above.

Operating income for the year ended December 31, 2023 was \$41.0 million, an increase of 79% compared to 2022. Operating margins increased to 12.3% in 2023 from 7.4% in 2022. The increase in operating income and operating margins in 2023 is primarily due to the incremental revenue of \$25.7 million in 2023 and the improved utilization of our global laboratory network. Operating income in 2022 was \$22.9 million, a decrease of 21% compared to 2021. Operating margins decreased to 7.4% in 2022 compared to 9.2% in 2021. The decrease in operating income and operating margin in 2022, correlates to the decrease in revenue and the decrease in operating margins reflect the increase in costs during 2022, associated with the Company restoring employee compensation costs and benefits and disruption in services and operational inefficiencies caused by the Russia-Ukraine conflict, as previously discussed.

### **Production Enhancement**

Production Enhancement's operations are largely focused on complex completions in unconventional, tight-oil reservoirs in the U.S. as well as conventional projects across the globe. During the year 2022, U.S. onshore drilling and completion activities continued to increase through mid-November, and subsequently had a typical seasonal decline at the end of the year. As 2023 began, U.S. onshore drilling and completion activities began to increase but peaked in April of 2023, and have since declined through the end of 2023. The decline in drilling and completion activity is due to the weakening of natural gas commodity prices in 2023, and some consolidation transactions of oil and gas operating companies. Additionally, operating companies reduced activity later in the year as they were ahead of schedule in their annual drilling programs due to efficiencies gained in drilling and completing wells. Operators have remained disciplined with their annual plans and remain focused on return of investment versus growing production. As a result, rig count in the U.S. land market at the end of 2023 declined by 21% compared to 2022.

Revenue from the Production Enhancement operating segment for the year ended December 31, 2023 was \$176.4 million, a decrease of 3% compared to 2022, primarily due to the decrease in drilling and completion activities in the U.S. land market as discussed above. Revenue from the Production Enhancement operating segment was \$182.0 million in 2022, an increase of 16% compared to 2021. In 2022, the increase was driven by both an increase in the drilling and completion of onshore wells in the U.S. and improved activity in international markets. International sales continue to be impacted by challenges in the global supply chains and logistical challenges that caused delays in delivery of our products to certain international locations.

Operating income for the year ended December 31, 2023 was \$12.5 million, a decrease of 23%. Operating margins decreased to 7.1% in 2023 from 9.0% in 2022. The decrease in operating income and operating margin in 2023, correlates to the decrease in revenue and higher absorption of fixed costs on a lower revenue base, as well as continued inflationary impact on materials and shipping costs. Operating income was \$16.4 million in 2022 compared to \$15.2 million in 2021. The increase in operating income correlates to the increase in revenue, however, operating costs in 2022 increased due to the restoration of employee compensation and benefit costs and the inflationary impact on our raw materials and shipping costs. Operating margin of 9.0% in 2022 decreased from 9.7% in 2021 primarily due to the increase in costs as discussed above.

### **Liquidity and Capital Resources**

#### **General**

We have historically financed our activities through cash on hand, cash flows from operations, bank credit facilities, equity financing and the issuance of debt. Cash flows from operating activities provide the primary source of funds to finance our operating needs, capital expenditures, dividends and share repurchase program. Our ability to maintain and grow our operating income and cash flow depends, to a large extent, on continued investing activities. We believe our future cash flows from operations, supplemented by our borrowing capacity and the ability to issue additional equity and debt, should be sufficient to

fund our debt requirements, working capital, capital expenditures, dividends, share repurchase program and future acquisitions. The Company will continue to monitor and evaluate the availability of debt and equity markets.

We were a holding company incorporated in the Netherlands, and after the Redomestication Transaction completed in May 2023, we are a holding company incorporated in Delaware. Therefore, we conduct substantially all of our operations through our subsidiaries. Our cash availability is largely dependent upon the ability of our subsidiaries to pay cash dividends or otherwise distribute or advance funds to us and on the terms and conditions of our existing and future credit arrangements. There are no restrictions preventing any of our subsidiaries from repatriating earnings, except for the unrepatriated earnings of our Russian subsidiary which are not expected to be distributed in the foreseeable future, and there are no restrictions or income taxes associated with distributing cash to the parent company through loans or advances. As of December 31, 2023, substantially all of our \$15.1 million of cash was held by our foreign subsidiaries.

The Company continues to maintain a quarterly dividend of \$0.01 per share.

## Cash Flows

The following table summarizes cash flows (in thousands):

	For the Years Ended December 31,		
	2023	2022	2021
Cash provided by (used in):			
Operating activities	\$ 24,789	\$ 24,956	\$ 36,579
Investing activities	(6,652)	(3,856)	(10,223)
Financing activities	(18,445)	(23,375)	(22,459)
Net change in cash and cash equivalents	<u>\$ (308)</u>	<u>\$ (2,275)</u>	<u>\$ 3,897</u>

Comparing the year ended December 31, 2023 to the year ended December 31, 2022, net income increased \$17.4 million, however, cash provided by operating activities was relatively flat between these periods. Net income for the year ended December 31, 2023 includes a non-cash tax benefit of approximately \$11.6 million associated with the Company's Redomestication Transaction, partially offset by a decrease of \$3.3 million in net deferred tax assets, and non-cash investment gains of \$5.0 million in 2023 compared to non-cash losses of \$5.1 million and a decrease in other non-cash items of \$0.5 million in 2022.

Comparing the year ended December 31, 2022 to the year ended December 31, 2021, net income decreased \$0.6 million while cash flows provided by operating activities decreased by \$11.6 million. Cash taxes paid increased in 2022 by \$5.0 million and we were building higher levels of inventory.

Cash used in investing activities for the year ended December 31, 2023 of \$6.7 million was driven primarily by funding capital expenditures of \$10.6 million offset by \$3.4 million of net proceeds received on company owned life insurance policies and \$0.5 million of proceeds from sales of assets. Cash used by investing activities for the year ended December 31, 2022 of \$3.9 million was primarily due to funding capital expenditures of \$10.2 million, offset by \$2.1 million of proceeds received from sale of assets and net proceeds of \$4.2 million received from insurance and company-owned life insurance policies. Cash used by investing activities for the year ended December 31, 2021 of \$10.2 million was primarily due to capital expenditures of \$13.5 million, offset by \$1.6 million of proceeds received from sales of assets and \$2.1 million net proceeds received from insurance and company-owned life insurance policies.

Cash used in financing activities in 2023 of \$18.4 million was primarily due to: 1) a net reduction in debt of \$9.0 million, 2) debt issuance costs of \$1.3 million primarily associated with the issuance of the 2023 Senior Notes, 3) cash paid for costs incurred in the Redomestication Transaction of \$4.1 million, 4) dividends paid of \$1.9 million, and 5) repurchase of common stock of \$2.2 million. Cash used in financing activities in 2022 of \$23.4 million was primarily due to: 1) a net reduction in debt of \$15.0 million, 2) debt issuance costs incurred of \$2.2 million associated with renewing our credit facility in 2022, 3) dividends paid of \$1.9 million, and 4) repurchase of common stock of \$3.9 million. Cash used in financing activities in 2021 was as a result of: 1) a net reduction in debt of \$71.0 million, which was partially paid by \$59.1 million of net proceeds received from the issuance of common stock under the 2020 ATM Program, 2) dividends paid of \$1.8 million, and 3) the repurchase of our common stock of \$8.3 million.

During 2023, we repurchased 113,792 shares of our common stock for an aggregate amount of \$2.2 million, or an average price of \$19.35 per share. See Note 14 - *Equity* of the Notes to the Consolidated Financial Statements for additional information. We believe our share repurchase program has been beneficial to our shareholders over the longer term. Our share price has increased from \$4.03 per share in 2002, when we began to repurchase shares, to \$17.66 per share on December 31,

2023, an increase exceeding 300%. The 1% stock buyback excise tax may apply to the shares repurchased under our share purchase program. The amount subject to the excise tax generally is the fair market value of stock repurchased by us net of the fair market value of any stock issued by us during such taxable year.

We utilize the non-GAAP financial measure of free cash flow to evaluate our cash flows and results of operations. Free cash flow is defined as net cash provided by operating activities (which is the most directly comparable U.S. GAAP measure) less cash paid for capital expenditures. Management believes that free cash flow provides useful information to investors regarding the cash available in the period that was in excess of our needs to fund our capital expenditures and operating activities. Free cash flow is not a measure of operating performance under U.S. GAAP and should not be considered in isolation nor construed as an alternative to operating income, net income or cash flows from operating, investing or financing activities, each as determined in accordance with U.S. GAAP. Free cash flow does not represent residual cash available for distribution because we may have other non-discretionary expenditures that are not deducted from the measure. Moreover, since free cash flow is not a measure determined in accordance with U.S. GAAP and thus is susceptible to varying interpretations and calculations, free cash flow, as presented, may not be comparable to similarly titled measures presented by other companies. The following table reconciles this non-GAAP financial measure to the most directly comparable measure calculated and presented in accordance with U.S. GAAP (in thousands):

Free Cash Flow Calculation	For the Years Ended December 31,		
	2023	2022	2021
Net cash provided by operating activities	\$ 24,789	\$ 24,956	\$ 36,579
Less: cash paid for capital expenditures	(10,579)	(10,216)	(13,539)
Free cash flow	<u>\$ 14,210</u>	<u>\$ 14,740</u>	<u>\$ 23,040</u>

Free cash flow decreased slightly by \$0.5 million for the year ended December 31, 2023, compared to the year ended December 31, 2022, primarily due to a slightly higher level of capital spending in 2023.

#### Senior Notes, Credit Facility and Available Future Liquidity

We, along with our wholly owned subsidiary Core Laboratories (U.S.) Interests Holdings, Inc. ("CLIH") as issuer, have senior notes that were issued through private placement transactions. Additionally, we, along with CLIH, have a secured credit facility, the Eighth Amended and Restated Credit Agreement (as amended, the "Credit Facility") for an aggregate borrowing commitment of \$135.0 million with a \$50.0 million "accordion" feature. As of December 31, 2023, the Credit Facility has an available borrowing capacity of approximately \$69.1 million.

These debt instruments are summarized in the following table (in thousands):

	Interest Rate	Maturity Date	December 31,	
			2023	2022
2011 Senior Notes Series B <sup>(1)</sup>	4.11%	September 30, 2023	\$ —	\$ 75,000
2021 Senior Notes Series A <sup>(2)</sup>	4.09%	January 12, 2026	45,000	45,000
2021 Senior Notes Series B <sup>(2)</sup>	4.38%	January 12, 2028	15,000	15,000
2023 Senior Notes Series A <sup>(3)</sup>	7.25%	June 28, 2028	25,000	—
2023 Senior Notes Series B <sup>(3)</sup>	7.50%	June 28, 2030	25,000	—
Credit Facility			56,000	40,000
Total long-term debt			166,000	175,000
Less: Debt issuance costs			(2,866)	(2,614)
Long-term debt, net			<u>\$ 163,134</u>	<u>\$ 172,386</u>

On September 30, 2023, we retired our 2011 Senior Notes with aggregate principal amount of \$75.0 million upon the maturity date with available capacity under our credit facility discussed below. In June 2023, we issued Series A and Series B of the 2023 Senior Notes with aggregate principal amount of \$50.0 million through a private placement arrangement. As of December 31, 2023, we have two series of senior notes, the 2021 Senior Notes and the 2023 Senior Notes, outstanding with an aggregate principal amount of \$110.0 million. The 2021 Senior Notes and the 2023 Senior Notes are collectively the "Senior Notes".

In accordance with the terms of the Credit Facility, our leverage ratio is 1.76, and our interest coverage ratio is 6.37, each for the period ended December 31, 2023. We are in compliance with all covenants contained in our Credit Facility and Senior Notes. Certain of our material, wholly owned subsidiaries, are guarantors or co-borrowers under the Credit Facility and Senior

Notes. See Note 11 - *Long-Term Debt, net* of the Notes to the Consolidated Financial Statements for additional information regarding the terms and financial covenants of the Senior Notes and the Credit Facility.

See Note 15 - *Derivative Instruments and Hedging Activities* of the Notes to the Consolidated Financial Statements for additional information regarding interest rate swap agreements we have entered to fix the underlying risk-free rate on our Credit Facility and the 2023 Senior Notes.

In addition to our repayment commitments under our Credit Facility and our Senior Notes, we have non-cancellable operating lease arrangements under which we lease office and lab space, machinery, equipment and vehicles. We also have employer contribution commitments related to our Dutch pension plan with amounts payable in the future based upon workforce factors that cannot be estimated beyond one year. These material future contractual obligations are discussed in Note 7 - *Leases*, Note 11 - *Long-term Debt, net* and Note 12 - *Pension and Other Postretirement Benefit Plans* of the Notes to the Consolidated Financial Statements. We have no significant purchase commitments or similar obligations outstanding at December 31, 2023.

We also have uncertain tax positions of \$3.5 million that we have accrued for at December 31, 2023; the amounts and timing of payment, if any, are uncertain. See Note 9 - *Income Taxes* of the Notes to the Consolidated Financial Statements for further detail of this amount.

At December 31, 2023, we had tax net operating loss carry-forwards in various jurisdictions of \$32.8 million. Although we cannot be certain that these net operating loss carry-forwards will be utilized, we anticipate that we will have sufficient taxable income in future years to allow us to fully utilize the carry-forwards that are not subject to a valuation allowance as of December 31, 2023. If unused, those carry-forwards which are subject to expiration may expire during the years 2024 through 2037. During 2023, no material net operating loss carry-forwards, which carried a full valuation allowance, expired unused.

We expect our investment in capital expenditures to track with client demand for our services and products. Given the uncertain trend in industry activity levels, we have not determined, at this time, the level of investment that will be made in 2024. We will, however, continue to invest in the purchase or replacement of obsolete or worn-out instrumentation, tools and equipment, to consolidate certain facilities to gain operational efficiencies, and to increase our presence where requested by our clients.

## Outlook

Currently, global oil inventories are low relative to historical levels, and supply from the Organization of the Petroleum Exporting Countries and other oil producing nations ("OPEC+") is not expected to be sufficient to meet forecasted oil demand growth for the next few years. On April 2, 2023, OPEC+ announced continued reductions in production of around 1.66 million barrels ("bbls") per day. In addition to the two earlier reductions, Saudi Arabia, a key member of OPEC+, initiated a third voluntary reduction of 1.0 million bbls in July that continued through the end of 2023.

According to the latest International Energy Agency's report, the current global demand for crude oil and natural gas remains at a high level though the growth momentum is expected to slow down in 2024 due to further weakening of the macroeconomic climate, as Gross Domestic Product growth is expected to stay below trend in major economies, including China. As a result, it is anticipated that crude-oil commodity prices for the near-term will remain at current levels or increase if projections for demand remain accurate. In 2022, capital spending towards the exploration of crude oil and natural gas reached their highest level in over a decade. However, in 2023 drilling and completion activities onshore in the U.S. slowed after it peaked in April 2023. U.S. onshore drilling and completion activities are expected to maintain at current levels with some typical seasonal decrease towards the end of 2024. Outside the U.S., international oil and gas projects continue to build and are expected to grow and accelerate into the next several years. Therefore, our clients' activities associated with the appraisal, development and production of crude oil and natural gas are also expected to remain at current levels or increase in 2024.

The geopolitical conflict between Russia and Ukraine that erupted in February 2022, caused disruptions to traditional maritime supply chains associated with the movement of crude oil, initially reducing the level of crude oil sourced from Russia and being imported into various European ports. The disruptions to traditional maritime supply chains of crude oil and derived products, such as diesel fuel, and associated sanctions imposed on maritime exports of these products out of Russia caused significant volatility in both the prices and trading patterns of these products during 2022 and into 2023. As a result, average crude-oil prices were elevated during 2022, but have since decreased and moderated in 2023. The maritime supply chains associated with the movement of crude oil have continued to realign and stabilize throughout 2023, which has reduced some of the volatility in crude-oil prices. Core Lab expects crude-oil supply lines to remain more stable, although the recent conflict that erupted in the Middle East resulted in some disruptions in the movement and trading of crude oil which has continued into early 2024. The Company's volume of associated laboratory services is expected to be commensurate with the trading and movement

of crude-oil into Europe, the Middle East, Asia and across the globe. However, the United States, the European Union, the United Kingdom and other countries may implement additional sanctions, export controls or other measures against Russia, Belarus and other countries, regions, officials, individuals or industries in the respective territories. We have no way to predict the progress or outcome of these events, and any resulting government responses are fluid and beyond our control.

We continue to focus on large-scale core analyses and reservoir fluids characterization studies in most oil-producing regions across the globe, which include both newly developed fields and brownfield extensions in many offshore developments in both the U.S. and internationally. In the U.S. we are involved in projects in many of the onshore unconventional basins and offshore projects in the Gulf of Mexico. Outside the U.S. we continue to work on many smaller and large-scale projects analyzing crude oil and derived products in every major producing region of the world. Notable larger projects are in locations such as Guyana and Suriname located offshore South America, Australia, Southern Namibia and the Middle East, including Qatar, Saudi Arabia, Kuwait and the United Arab Emirates. Analysis and measurement of crude oil derived products also occurs in every major producing region of the world. Additionally, some of our major clients have begun investing in projects to reduce the levels of CO<sub>2</sub> in the atmosphere, including carbon capture and sequestration projects. The Company's activities on these projects have expanded and are expected to continue expanding in 2024 and beyond.

Our major clients continue to focus on capital management, return on invested capital, free cash flow, and returning capital to their shareholders, as opposed to a focus on production growth. The companies adopting value versus volume metrics tend to be the more technologically sophisticated operators and form the foundation of Core Lab's worldwide client base. As oil and gas commodity prices have stabilized or are expected to increase in the near to mid-term, the Company expects our clients' activities associated with increasing oil and gas reserves and production levels will continue to increase in the coming years.

### **Critical Accounting Estimates**

The preparation of financial statements in accordance with U.S. GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. We evaluate our estimates on an ongoing basis and utilize our historical experience, as well as various other assumptions that we believe are reasonable in a given circumstance, in order to make these estimates. By nature, these judgments are subject to an inherent degree of uncertainty. We consider an accounting estimate to be critical if it is highly subjective and if changes in the estimate under different assumptions would result in a material impact on our financial condition and results of operations. The following transaction types require significant judgment and, therefore, are considered critical accounting policies as of December 31, 2023.

### **Income Taxes**

Our income tax expense includes income taxes of the U.S. and other countries as well as local, state and provincial income taxes. We recognize deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the consolidated financial statements or tax returns. Deferred tax assets and liabilities are determined based on the difference between the financial statement carrying amount and the tax basis of assets and liabilities using enacted tax rates in effect for the years in which the asset is expected to be recovered or the liability is expected to be settled. We estimate the likelihood of the recoverability of our deferred tax assets (particularly, net operating loss carry-forwards). Any valuation allowance recorded is based on estimates and assumptions of taxable income into the future and a determination is made of the magnitude of deferred tax assets which are more likely than not to be realized. Valuation allowances of our net deferred tax assets aggregated to \$8.3 million and \$9.3 million at December 31, 2023 and 2022, respectively. If these estimates and related assumptions change in the future, we may be required to record additional valuation allowance against our deferred tax assets and our effective tax rate may increase which could result in a material adverse impact on our financial position, results of operations and cash flows. We record a liability for unrecognized tax benefits resulting from uncertain tax positions taken or expected to be taken in our tax return. We also recognize interest and penalties, if any, related to unrecognized tax benefits in income tax expense.

### **Long-Lived Assets, Intangibles and Goodwill**

Property, plant and equipment are carried at cost less accumulated depreciation. Major renewals and improvements are capitalized while maintenance and repair costs are charged to expense as incurred. They are depreciated using the straight-line method based on their individual estimated useful lives, except for leasehold improvements, which are depreciated over the remaining lease term, if shorter. We estimate the useful lives and salvage values of our assets based on historical data of similar assets. When long-lived assets are sold or retired, the remaining costs and related accumulated depreciation are removed from the accounts and any resulting gain or loss is recognized in income. These capitalized long-lived assets could become impaired if our operating plans or business environment changes.

Intangible assets, including patents, technology, and trademarks, are carried at cost less accumulated amortization and impairment for intangibles with a definite life. Intangibles with definite lives are amortized using the straight-line method based on the estimated useful life of the intangible. Intangibles with indefinite lives, which consist primarily of corporate trade names, are not amortized, but are tested for impairment annually or whenever events or changes in circumstances indicate that impairment is possible.

We review our long-lived assets ("LLA"), including definite-lived intangible and right-of-use assets, for impairment when events or changes in circumstances indicate that their net book value may not be recovered over their remaining service lives. Indicators of possible impairment may include significant declines in activity levels in regions where specific assets or groups of assets are located, extended periods of idle use, declining revenue or cash flow or overall changes in general market conditions.

Whenever possible impairment is indicated, we compare the carrying value of the assets or asset group to the sum of the estimated undiscounted future cash flows expected from use, plus salvage value, less the costs of the subsequent disposition of the assets. If impairment is still indicated, we compare the fair value of the assets to the carrying amount and recognize an impairment loss for the amount by which the carrying value exceeds the fair value.

We did not record any material impairment charges relating to our long-lived assets and intangible assets with definite lives during the years ended December 31, 2023, 2022 and 2021.

The geopolitical conflict between Russia and Ukraine, which began in February 2022 and has continued through December 31, 2023, has resulted in disruptions to our operations in Russia and Ukraine. The Company's operation, assets and facilities in Ukraine are immaterial. As of December 31, 2023, all laboratory facilities, offices, and locations in Russia continued to operate with no significant impact to local business operations. The Company evaluated LLA in Russia and Ukraine as part of our assessment of our assets group. Based on our assessments, we did not identify any triggering events and determined there was no impairment for LLA in Russia and Ukraine as of December 31, 2023.

We record goodwill as the excess of the purchase price over the fair value of the net assets acquired in acquisitions accounted for under the purchase method of accounting. Goodwill is not subject to amortization and is tested for impairment annually or more frequently if events or changes in circumstances indicate goodwill is more likely than not impaired. Goodwill is tested at the reporting unit level. Our reporting units are the same as our two operating segments.

We assess intangibles with indefinite lives and goodwill for impairment either by performing a qualitative assessment or a quantitative test. The qualitative assessment is to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value is less than its carrying amount. If it is concluded that it is more-likely-than-not that an impairment exists, a quantitative test is required which compares the estimated fair value to its carrying value. If the estimated fair value is less than its carrying value, then there is an impairment loss limited to the carrying amount. Significant judgments and assumptions are inherent in our estimate of future cash flows used to determine the estimate of fair value which include assumptions regarding future revenue growth rates, discount rates and expected margins.

We completed our annual impairment assessment of intangibles with indefinite lives and goodwill as of December 31, 2023 and 2022, by performing a qualitative assessment, which indicated we did not meet the threshold of more likely than not that there was an impairment and therefore no quantitative test was required.

Any subsequent impairment loss could result in a material adverse effect upon our financial position and results of operations.

#### **Off-Balance Sheet Arrangements**

We do not have any off-balance sheet financing arrangements such as securitization agreements, liquidity trust vehicles or special purpose entities. As such, we are not materially exposed to any financing, liquidity, market or credit risk that could arise if we had engaged in such financing arrangements.

#### **Forward-Looking Statements**

This Form 10-K and the documents incorporated in this Form 10-K by reference contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Exchange Act. These "forward-looking statements" are based on an analysis of currently available competitive, financial and economic data and our operating plans. They are inherently uncertain and investors should recognize that events and actual results could turn out to be significantly different from our expectations. By way of illustration, when used in this document, words such as "anticipate", "believe",

“expect”, “intend”, “estimate”, “project”, “will”, “should”, “could”, “may”, “predict” and similar expressions are intended to identify forward-looking statements. You are cautioned that actual results could differ materially from those anticipated in forward-looking statements. Any forward-looking statements, including statements regarding the intent, belief or current expectations of us or our management, are not guarantees of future performance and involve risks, uncertainties and assumptions about us and the industry in which we operate, including, among other things:

- our ability to continue to develop or acquire new and useful technology;
- the realization of anticipated synergies from acquired businesses and future acquisitions;
- our dependence on one industry, oil and gas, and the impact of commodity prices on the expenditure levels of our clients;
- competition in the markets we serve;
- the risks and uncertainties attendant to adverse industry, political, economic and financial market conditions, including stock prices, government regulations, interest rates and credit availability;
- unsettled political conditions, war, civil unrest, currency controls and governmental actions in the numerous countries in which we operate;
- changes in the price of oil and natural gas;
- major outbreak of global pandemic and restricting mobilization of field personnel;
- weather and seasonal factors;
- integration of acquired businesses; and
- the effects of industry consolidation.

Our business depends, to a large degree, on the level of spending by oil and gas companies for exploration, development and production activities. Therefore, a sustained increase or decrease in the oil and natural gas commodity prices, which could have a material impact on exploration, development and production activities, could also materially affect our financial position, results of operations and cash flows.

The above description of risks and uncertainties is by no means all-inclusive, but is designed to highlight what we believe are important factors to consider. For a more detailed description of risk factors, please see “Item 1A. Risk Factors” in this Form 10-K and our reports and registration statements filed from time to time with the SEC.

All forward-looking statements in this Form 10-K are based on information available to us on the date of this Form 10-K. We do not intend to update or revise any forward-looking statements that we may make in this Form 10-K or other documents, reports, filings or press releases, whether as a result of new information, future events or otherwise, unless required by law.

## **Recent Accounting Pronouncements**

### *Issued But Not Yet Effective*

In November 2023, the Financial Accounting Standards Board (“FASB”) issued Accounting Standard Update (“ASU”) 2023-07 Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses on an annual and interim basis. The amendment is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. The amendment should be applied retrospectively to all prior periods presented in the financial statements. Upon adoption, our disclosures regarding segment reporting will be expanded accordingly.

In December 2023, FASB issued ASU 2023-09 Income Taxes (Topic 740): Improvements to Income Tax Disclosures to improve transparency of income tax disclosures primarily by requiring consistent categories and greater disaggregation of information in the rate reconciliation and income taxes paid disaggregated by jurisdiction. The amendment is effective for annual periods beginning after December 15, 2024. Early adoption is permitted. The amendment should be applied



prospectively; however, retrospective application is permitted. Upon adoption, our disclosures regarding income taxes will be expanded accordingly.

## **ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

### **Market Risk**

We are exposed to market risk, which is the potential loss arising from adverse changes in market prices and rates. We do not believe that our exposure to market risks, which are primarily related to interest rate changes, is material.

### **Interest Rate Risk**

We maintain certain debt instruments at a fixed rate whose fair value will fluctuate based on changes in interest rates and market perception of our credit risk. The fair value of our debt at December 31, 2023 and 2022 approximated the book value.

Under the Amended Credit Facility, the Secured Overnight Financing Rate ("SOFR") plus 2.00% to SOFR plus 3.00% will be applied to outstanding borrowings. At December 31, 2023, we had an outstanding borrowings of \$56 million. A 10% change in interest rates would not have a material impact on our results of operations or cash flows.

### **Foreign Currency Risk**

We operate in a number of international areas which exposes us to foreign currency exchange rate risk. We do not currently hold or issue forward exchange contracts or other derivative instruments for hedging or speculative purposes. Foreign exchange gains and losses are the result of fluctuations in the U.S. dollar ("USD") against foreign currencies and are included in other (income) expense, net in the consolidated statements of operations. We recognize foreign exchange losses in countries where the USD weakens against the local currency and we have net monetary liabilities denominated in the local currency, as well as in countries where the USD strengthens against the local currency and we have net monetary assets denominated in the local currency. We recognize foreign exchange gains in countries where the USD strengthens against the local currency and we have net monetary liabilities denominated in the local currency and in countries where the USD weakens against the local currency and we have net monetary assets denominated in the local currency.

### **Credit Risk**

Our financial instruments that potentially subject us to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable. Substantially all cash and cash equivalents are on deposit at commercial banks or investment firms. Our trade receivables are with a variety of domestic, international and national oil and gas companies. Management considers this credit risk to be limited due to the creditworthiness and financial resources of these financial institutions and companies.

## **ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

For the financial statements and supplementary data required by this Item 8, see Part IV "Item 15. Exhibits and Financial Statement Schedules."

## **ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

## **ITEM 9A. CONTROLS AND PROCEDURES**

### *Disclosure Controls and Procedures*

Our management, under the supervision of and with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures, as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, as of the end of the period covered by this report. Our disclosure controls and procedures are designed to provide reasonable assurance that the information required to be disclosed by us in our reports filed or submitted under the Exchange Act is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure and is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. Based on such evaluation, our

Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were effective as of December 31, 2023 at the reasonable assurance level.

Our management does not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent all errors and all fraud. Further, the design of disclosure controls and internal control over financial reporting must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within a company have been detected.

*Management's Report on Internal Control over Financial Reporting*

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as that term is defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act. Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. GAAP.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management, under the supervision of and with the participation of our Chief Executive Officer and Chief Financial Officer, conducted an evaluation of our internal control over financial reporting as of December 31, 2023. In making this assessment, management used the criteria set forth in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this assessment using these criteria, our management determined that our internal control over financial reporting was effective as of December 31, 2023.

The effectiveness of our internal control over financial reporting as of December 31, 2023, has been audited by KPMG LLP, an independent registered public accounting firm, as stated in their report which appears herein.

*Changes in Internal Control over Financial Reporting*

There was no change in our system of internal control over financial reporting, as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act, during our fiscal quarter ended December 31, 2023 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

**ITEM 9B. OTHER INFORMATION**

During our fiscal quarter ended December 31, 2023, no director or officer of the Company adopted, modified or terminated any "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement" within the meaning of Item 408(a) of Item 408 of Regulation S-K.

**ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS**

None.

### **PART III**

The information required by Part III (Items 10 through 14) is incorporated by reference from our definitive proxy statement (the "2024 Proxy Statement") to be filed in connection with our 2024 annual meeting of shareholders pursuant to Regulation 14A under the Exchange Act. We expect to file our definitive proxy statement with the SEC within 120 days after the close of the year ended December 31, 2023.

#### **ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

Incorporated by reference to the definitive Proxy Statement for the 2024 Annual Meeting of Shareholders.

Core Lab has a Code of Ethics and Corporate Responsibility that applies to all of its directors, officers and employees, including its principal executive, financial and accounting officers, or persons performing similar functions. Core Lab's Code of Ethics and Corporate Responsibility is posted on its website at [www.corelab.com/sustainability/governance/our-ethics-program.pdf](http://www.corelab.com/sustainability/governance/our-ethics-program.pdf).

#### **ITEM 11. EXECUTIVE COMPENSATION**

The information set forth under the captions "Compensation Discussion and Analysis" and "Information About our Named Executive Officers and Executive Compensation" in Core Lab's 2024 Proxy Statement is incorporated herein by reference.

#### **ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

The information under the captions "Ownership of Securities—Security Ownership by Certain Beneficial Owners and Management" and "Compensation Discussion and Analysis—2023 Compensation Program Details" in Core Lab's 2024 Proxy Statement is incorporated herein by reference.

#### **ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE**

The information under the captions "Information About our Directors and Director Compensation—Director Independence" and "Information About our Directors and Director Compensation—Related Person Transactions" in Core Lab's 2024 Proxy Statement is incorporated herein by reference.

#### **ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

Our independent registered public accounting firm is KPMG LLP , Houston, TX , Auditor Firm ID: 185 .

The information under the caption "Information About our Independent Registered Public Accounting Firm" in Core Lab's 2024 Proxy Statement is incorporated herein by reference.

## PART IV

### ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

#### (a) Financial Statements

1. The following reports, financial statements and schedules are filed herewith on the pages indicated:

	Page
<a href="#">Reports of Independent Registered Public Accounting Firm-KPMG LLP</a>	F-1
<a href="#">Consolidated Balance Sheets as of December 31, 2023 and 2022</a>	F-4
<a href="#">Consolidated Statements of Operations for the Years Ended December 31, 2023, 2022 and 2021</a>	F-5
<a href="#">Consolidated Statements of Comprehensive Income (Loss) for the Years Ended December 31, 2023, 2022 and 2021</a>	F-6
<a href="#">Consolidated Statements of Changes in Equity for the Years Ended December 31, 2023, 2022 and 2021</a>	F-7
<a href="#">Consolidated Statements of Cash Flows for the Years Ended December 31, 2023, 2022 and 2021</a>	F-9
<a href="#">Notes to the Consolidated Financial Statements</a>	F-11

2. Financial Statement Schedule

Schedule II - Valuation and Qualifying Account

#### (b) Exhibits

The exhibits listed in the accompanying "Index to Exhibits" are incorporated by reference to the filing indicated or are filed herewith.

### ITEM 16. FORM 10-K SUMMARY

Not applicable.

## INDEX TO EXHIBITS

Exhibit No.	Exhibit Title	Incorporated by Reference from the Following Documents
3.1	<a href="#">Core Laboratories Inc. Certificate of Incorporation</a>	Form 8-K, May 1, 2023 (File No. 001-41695)
3.2	<a href="#">Core Laboratories Inc. Bylaws</a>	Form 8-K, May 1, 2023 (File No. 001-41695)
4.1	<a href="#">Description of Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934</a>	Filed Herewith
10.1	<a href="#">Core Laboratories N.V. 2020 Long-Term Incentive Plan (1)</a>	Appendix A to Definitive Proxy Statement dated March 20, 2020 for Annual Meeting of Shareholders (File No. 001-14273)
10.2	<a href="#">Core Laboratories Inc. 2023 Non-Employee Director Stock Incentive Plan (as amended and restated effective as of June 28, 2023) (1)</a>	Appendix A to Definitive Proxy Statement dated April 28, 2023 for Annual Meeting of Shareholders (File No. 001-14273)
10.3	<a href="#">Core Laboratories Supplemental Executive Retirement Plan effective as of January 1, 1998 (1)</a>	Form 10-K, March 31, 1998 (File No. 000-26710)
10.4	<a href="#">Amendment to Core Laboratories Supplemental Executive Retirement Plan, effective July 29, 1999 (1)</a>	Form 10-Q, August 16, 1999 (File No. 001-14273)
10.5	<a href="#">Amendment to Core Laboratories Supplemental Executive Retirement Plan, effective February 28, 2003 (1)</a>	Form 10-Q, May 15, 2003 (File No. 001-14273)
10.6	<a href="#">Amendment to Core Laboratories Supplemental Executive Retirement Plan dated as of March 5, 2008 (1)</a>	Form 10-Q, May 12, 2008 (File No. 001-14273)
10.7	<a href="#">Form of Restricted Share Award Program Agreement (1)</a>	Form 10-K, February 20, 2007 (File No. 001-14273)
10.8	<a href="#">Form of Core Laboratories 2023 Non-Employee Director Restricted Share Award Program Agreement (1)</a>	Filed Herewith
10.9	<a href="#">Form of Core Laboratories 2020 Performance Share Award Program Agreement (ROIC Based) (1)</a>	Filed Herewith
10.10	<a href="#">Eighth Amended and Restated Credit Agreement, dated as of July 25, 2022, among Core Laboratories, N.V., and Core Laboratories (U.S.) Interests Holdings, Inc., and the lenders party thereto and Bank of America, N.A., as administrative agent and Wells Fargo Bank, N.A., as syndication agent and Comerica Bank, as documentation agent.</a>	Form 8-K, July 27, 2022 (File No. 001-14273)
10.11	<a href="#">Amendment No. 1 to Eighth Amended and Restated Credit Agreement, dated as of April 28, 2023, among Core Laboratories, N.V., and Core Laboratories (U.S.) Interests Holdings, Inc., and the lenders party thereto and Bank of America, N.A., as administrative agent</a>	Form 8-K, May 1, 2023 (File No. 001-41695)
10.12	<a href="#">Assumption and Reaffirmation Agreement, dated May 1, 2023, by and between Core Laboratories, Inc. and Bank of America, N.A.</a>	Form 8-K, May 1, 2023 (File No. 001-41695)
10.13	<a href="#">Master Note Purchase Agreement, dated as of September 30, 2011</a>	Form 8-K, September 30, 2011 (File No. 001-14273)
10.14	<a href="#">Amendment No. 2 to Master Note Purchase Agreement and Assumption Agreement, dated as of May 1, 2023</a>	Form 8-K, May 1, 2023 (File No. 001-41695)
10.15	<a href="#">Amendment No. 2 to Note Purchase Agreement and Assumption Agreement, dated as of May 1, 2023</a>	Form 8-K, May 1, 2023 (File No. 001-41695)

10.16	<a href="#">Note Purchase Agreement, dated as of May 4, 2023</a>	Form 8-K, May 4, 2023 (File No. 001-41695)
10.17	<a href="#">Employment Agreement between Core Laboratories N.V. and Lawrence V. Bruno, dated March 1, 2019 (1)</a>	Form 8-K, March 6, 2019 (File No. 001-14273)
10.18	<a href="#">Employment Agreement between Core Laboratories N.V. and Christopher S. Hill, dated March 1, 2019 (1)</a>	Form 8-K, March 6, 2019 (File No. 001-14273)
10.19	<a href="#">Employment Agreement between Core Laboratories N.V. and Gwendolyn Y. Schreffler, dated March 1, 2019 (1)</a>	Form 10-K, February 8, 2021 (File No. 001-14273)
10.20	<a href="#">Note Purchase Agreement, dated as of October 16, 2020.</a>	Form 8-K, October 16, 2020 (File No. 001-14273)
10.21	<a href="#">Amendment to Employment Agreement, by and between Core Laboratories N.V. and Lawrence V. Bruno, dated March 1, 2020 (1).</a>	Form 8-K, March 5, 2020 (File No. 001-14273)
10.22	<a href="#">Employment Agreement, by and between Core Laboratories N.V. and Mark D. Tattoli, dated October 18, 2021 (1)</a>	Form 8-K, October 19, 2021 (File No. 001-14273)
10.23	<a href="#">Core Laboratories Inc. Incentive Compensation Recoupment Policy</a>	Filed Herewith
10.24	<a href="#">Amended and Restated Employment Agreement, by and between Core Laboratories Inc. and Lawrence V. Bruno, dated February 1, 2024 (1)</a>	Filed Herewith
10.25	<a href="#">Amended and Restated Employment Agreement, by and between Core Laboratories Inc. and Christopher S. Hill, dated February 1, 2024 (1)</a>	Filed Herewith
10.26	<a href="#">Amended and Restated Employment Agreement, by and between Core Laboratories Inc. and Gwendolyn Y. Schreffler, dated February 1, 2024 (1)</a>	Filed Herewith
10.27	<a href="#">Amended and Restated Employment Agreement, by and between Core Laboratories Inc. and Mark D. Tattoli, dated February 1, 2024 (1)</a>	Filed Herewith
21.1	<a href="#">Significant Subsidiaries of the Registrant</a>	Filed Herewith
23.1	<a href="#">Consent of KPMG LLP</a>	Filed Herewith
31.1	<a href="#">Certification of Chief Executive Officer Pursuant to Rule 13a-14 of the Securities Exchange Act of 1934, As Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>	Filed Herewith
31.2	<a href="#">Certification of Chief Financial Officer Pursuant to Rule 13a-14 of the Securities Exchange Act of 1934, As Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>	Filed Herewith
32.1	<a href="#">Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>	Filed Herewith
32.2	<a href="#">Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>	Filed Herewith
101.INS	Inline XBRL Instance Document- the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.	Filed Herewith
101.SCH	Inline XBRL Taxonomy Extension Schema with Embedded Linkbases Document	Filed Herewith
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).	Filed Herewith

(1) Management contracts or compensatory plans or arrangements.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

### CORE LABORATORIES INC.

Date: February 14, 2024

By:

/s/ LAWRENCE BRUNO  
Lawrence Bruno  
Chief Executive Officer, Chairman,  
President and Director

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities indicated, on the 9th day of February 2024.

Signature	Title
/s/ LAWRENCE BRUNO Lawrence Bruno Chief Executive Officer, Chairman, President and Director	/s/ CHRISTOPHER S. HILL Christopher S. Hill Senior Vice President and Chief Financial Officer
/s/ KEVIN G. DANIELS Kevin G. Daniels Vice President, Treasurer and Chief Accounting Officer	/s/ CURTIS ANASTASIO Curtis Anastasio Director
/s/ MARTHA Z. CARNES Martha Z. Carnes Director	/s/ HARVEY KLINGENSMITH Harvey Klingensmith Director
/s/ KATHERINE A. MURRAY Katherine A. Murray Director	/s/ MICHAEL STRAUGHEN Michael Straughen Director
/s/ KWAKU TEMENG Kwaku Temeng Director	

## Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors  
Core Laboratories Inc.:

### *Opinion on the Consolidated Financial Statements*

We have audited the accompanying consolidated balance sheets of Core Laboratories Inc. and subsidiaries (the Company) as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income (loss), changes in equity, and cash flows for each of the years in the three-year period ended December 31, 2023, and the related notes and financial statement schedule II (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2023, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 14, 2024 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

### *Basis for Opinion*

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

### *Critical Audit Matter*

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

#### *The impact of the Company's organizational structure on its income tax provision*

As discussed in note 1 to the consolidated financial statements, the Company completed its previously announced redomestication transaction and became domiciled in the United States on May 1, 2023. The Company has international operations requiring the evaluation of income taxes across many tax jurisdictions. As discussed in note 9, the Company recorded deferred tax assets, net of \$69.2 million and deferred tax liabilities, net of \$12.7 million as of December 31, 2023, and income tax expense of \$4.2 million for the year then ended.

We identified the evaluation of the impact of the Company's organizational structure on its income tax provision as a critical audit matter. Specifically, the redomestication transaction involved the evaluation of the identification, interpretation, and application of tax laws, which can be complex and subject to change, and its impact on the Company's income tax provision required a high degree of auditor judgment and specialized skills and knowledge.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the (1) execution of the redomestication transaction, (2)



identification, interpretation and application of tax laws and (3) accounting impact of the organizational structure related to the redomestication transaction. We inspected the Company's legal entity organization chart to identify changes in structure. We evaluated the execution of the redomestication transaction and the application of tax laws related to the redomestication transaction and assessed current applicability by inspecting the Company's correspondence and agreements with certain tax authorities, intercompany documentation, and advice and guidance from third parties. We involved income tax professionals with specialized skills and knowledge who assisted in (1) assessing the Company's application of tax laws, including statutes, regulations, and case law and (2) evaluating the impact of the redomestication transaction on the tax provision.

/s/ KPMG LLP

We have served as the Company's auditor since 2015.

Houston, Texas  
February 14, 2024

## Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors  
Core Laboratories Inc.:

### *Opinion on Internal Control Over Financial Reporting*

We have audited Core Laboratories Inc. and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income (loss), changes in equity, and cash flows for each of the years in the three-year period ended December 31, 2023, and the related notes and financial statement schedule II (collectively, the consolidated financial statements), and our report dated February 14, 2024 expressed an unqualified opinion on those consolidated financial statements.

### *Basis for Opinion*

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### *Definition and Limitations of Internal Control Over Financial Reporting*

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG LLP

Houston, Texas  
February 14, 2024

**CORE LABORATORIES INC.**  
**CONSOLIDATED BALANCE SHEETS**  
December 31, 2023 and 2022  
(In thousands, except share and per share data)

	2023	2022
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 15,120	\$ 15,428
Accounts receivable, net of allowance for credit losses of \$ 2,280 and \$ 2,214 at 2023 and 2022, respectively	109,352	106,913
Inventories	71,702	60,445
Prepaid expenses	8,153	15,665
Income taxes receivable	13,716	8,190
Other current assets	5,093	5,061
<b>TOTAL CURRENT ASSETS</b>	<b>223,136</b>	<b>211,702</b>
<b>PROPERTY, PLANT AND EQUIPMENT, net of accumulated depreciation of \$ 315,796 and \$ 314,737 at 2023 and 2022, respectively</b>	<b>99,626</b>	<b>105,028</b>
<b>RIGHT OF USE ASSETS</b>	<b>53,842</b>	<b>52,379</b>
<b>INTANGIBLES, net of accumulated amortization and impairment of \$ 18,825 and \$ 17,475 at 2023 and 2022, respectively</b>	<b>6,926</b>	<b>7,483</b>
<b>GOODWILL</b>	<b>99,445</b>	<b>99,445</b>
<b>DEFERRED TAX ASSETS, net</b>	<b>69,201</b>	<b>68,570</b>
<b>OTHER ASSETS</b>	<b>34,219</b>	<b>33,747</b>
<b>TOTAL ASSETS</b>	<b>\$ 586,395</b>	<b>\$ 578,354</b>
<b>LIABILITIES AND EQUITY</b>		
<b>CURRENT LIABILITIES:</b>		

Accounts payable		
	\$ 33,506	\$ 45,847
Accrued payroll and related costs		
	18,791	23,431
Taxes other than payroll and income		
	5,939	4,822
Unearned revenues		
	4,755	5,942
Operating lease liabilities		
	10,175	11,699
Income taxes payable		
	7,280	3,034
Other current liabilities		
	7,651	8,360
TOTAL CURRENT LIABILITIES		
	88,097	103,135
LONG-TERM DEBT, net		
	163,134	172,386
LONG-TERM OPERATING LEASE LIABILITIES		
	42,076	38,305
DEFERRED COMPENSATION		
	30,544	31,814
DEFERRED TAX LIABILITIES, net		
	12,697	22,877
OTHER LONG-TERM LIABILITIES		
	20,040	20,883
COMMITMENTS AND CONTINGENCIES		
EQUITY:		
Preference stock,		
6,000,000		
shares authorized, \$		
0.01		
par value		
at 2023 and EUR		
0.02		
par value at 2022;		
none		
issued or outstanding	—	—

Common stock,		
200,000,000 shares authorized, \$		
0.01 par value,		
46,938,557 issued and		
46,856,536 outstanding at 2023; EUR		
0.02 par value,		
46,699,102 issued and		
46,631,934 outstanding at 2022	469	1,194
Additional paid-in capital		
	110,011	102,254
Retained earnings		
	120,756	85,949
Accumulated other comprehensive income (loss)	(	(
	4,972	3,777
	)	)
Treasury stock (at cost),		
82,021 at 2023 and	(	(
67,168 at 2022	1,449	1,362
	)	)
Total Core Laboratories Inc. shareholders' equity		
	224,815	184,258
Non-controlling interest		
	4,992	4,696
TOTAL EQUITY		
	229,807	188,954
TOTAL LIABILITIES AND EQUITY		
	586,395	578,354
	\$	\$

The accompanying notes are an integral part of these Consolidated Financial Statements.

**CORE LABORATORIES INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
For the Years Ended December 31, 2023, 2022 and 2021  
(In thousands, except per share data)

	2023	2022	2021
<b>REVENUE:</b>			
Services	\$ 371,914	\$ 346,974	\$ 344,342
Product sales	137,876	142,761	125,910
Total revenue	509,790	489,735	470,252
<b>OPERATING EXPENSES:</b>			
Cost of services, exclusive of depreciation expense shown below	282,135	274,297	267,641
Cost of product sales, exclusive of depreciation expense shown below	117,822	119,358	100,255
General and administrative expense, exclusive of depreciation expense shown below	40,259	38,117	44,173
Depreciation	15,294	16,476	17,754
Amortization	490	685	762
Other (income) expense, net	( 850 )	( 722 )	( 5,595 )
OPERATING INCOME	54,640	41,524	45,262
Interest expense	13,430	11,570	9,152
Income before income taxes	41,210	29,954	36,110
Income tax expense	4,185	10,296	15,891
Net income	37,025	19,658	20,219
Net income attributable to non-controlling interest	350	205	492
Net income attributable to Core Laboratories Inc.	\$ 36,675	\$ 19,453	\$ 19,727
<b>EARNINGS PER SHARE INFORMATION:</b>			
Basic earnings per share	\$ 0.79	\$ 0.42	\$ 0.44

	0.79	0.42	0.43
Basic earnings per share attributable to Core Laboratories Inc.	\$	\$	\$
	0.78	0.42	0.43
Diluted earnings per share	\$	\$	\$
	0.77	0.42	0.42
Diluted earnings per share attributable to Core Laboratories Inc.	\$	\$	\$
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING:			
	46,683	46,334	46,009
Basic			
	47,523	46,813	46,690
Diluted			

The accompanying notes are an integral part of these Consolidated Financial Statements.

**CORE LABORATORIES INC.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
For the Years Ended December 31, 2023, 2022 and 2021  
(In thousands)

	2023	2022	2021
Net income	\$ 37,025	\$ 19,658	\$ 20,219
Other comprehensive income (loss):			
Interest rate swaps:			
			(
	—	6,015	3,252
Gain (loss) on fair value of interest rate swaps	(		)
	492	998	82
Interest rate swap amount reclassified to net income (loss)	)		)
		(	
Income tax (expense) benefit on interest rate swaps reclassified to net income (loss)	103	1,144	621
	(	)	(
	389	5,869	2,713
Total interest rate swaps	)		)
Pension and other postretirement benefit plans:			
	(		(
	1,130	603	293
Amortization of actuarial gain (loss) reclassified to net income (loss)	)		)
		(	
Income tax (expense) benefit on pension and other postretirement benefit plans reclassified to net income (loss)	324	116	73
	(	)	(
	806	487	220
Total pension and other postretirement benefit plans	)		)
	(		(
	1,195	6,356	2,933
Total other comprehensive income (loss)	)		)
Comprehensive income (loss)	35,830	26,014	17,286
	350	205	492
Comprehensive income (loss) attributable to non-controlling interests			
	35,480	25,809	16,794
Comprehensive income (loss) attributable to Core Laboratories Inc.	\$	\$	\$

The accompanying notes are an integral part of these Consolidated Financial Statements.



**CORE LABORATORIES INC.**  
**CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY**  
For the Years Ended December 31, 2023, 2022 and 2021  
(In thousands, except share and per share data)

	2023	2022	2021
<b>Common Stock</b>			
Balance at Beginning of Period			
	\$ 1,194	\$ 1,188	\$ 1,148
New share issuance	2	6	40
Change in par value	( 727 )	—	—
Balance at End of Period	\$ 469	\$ 1,194	\$ 1,188
<b>Additional Paid-In Capital</b>			
Balance at Beginning of Period			
	\$ 102,254	\$ 101,120	\$ 41,184
New share issuance	( 2 )	( 6 )	59,099
Change in par value and equity related transaction costs	( 4,097 )	—	—
Stock-based compensation	11,856	1,140	837
Balance at End of Period	\$ 110,011	\$ 102,254	\$ 101,120
<b>Retained Earnings</b>			
Balance at Beginning of Period			
	\$ 85,949	\$ 68,349	\$ 50,456
Dividends paid	( 1,868 )	( 1,853 )	( 1,834 )
Net income attributable to Core Laboratories Inc.	36,675	19,453	19,727
Balance at End of Period	\$ 120,756	\$ 85,949	\$ 68,349
<b>Accumulated Other Comprehensive Income (Loss)</b>			
Balance at Beginning of Period	( 3,777 )	( 10,133 )	( 7,200 )
Interest rate swaps, net of income taxes	( 389 )	5,869	2,713
Pension and other postretirement benefit plans, net of income taxes	( 806 )	487	220
Balance at End of Period	( 4,972 )	( 3,777 )	( 10,133 )
<b>Treasury Stock</b>			

Balance at Beginning of Period	(	(	(
	1,362	4,075	14,075
	\$ )	\$ )	\$ )
Stock-based compensation			
	2,115	6,616	18,256
Repurchase of common stock	(	(	(
	2,202	3,903	8,256
	)	)	)
Balance at End of Period	(	(	(
	1,449	1,362	4,075
	\$ )	\$ )	\$ )
<b>Non-Controlling Interest</b>			
Balance at Beginning of Period			
	4,696	4,552	4,060
	\$	\$	\$
Non-controlling interest dividends	(	(	
	54	61	—
	)	)	
Net income attributable to non-controlling interest			
	350	205	492
Balance at End of Period			
	4,992	4,696	4,552
	\$	\$	\$
<b>Total Equity</b>			
Balance at Beginning of Period			
	188,954	161,001	75,573
	\$	\$	\$
New share issuance			
	—	—	59,139
Change in par value and equity related transaction costs	(		
	4,824		
	)	—	—
Stock-based compensation			
	13,971	7,756	19,093
Dividends paid	(	(	(
	1,868	1,853	1,834
	)	)	)
Non-controlling interest dividends	(	(	
	54	61	—
	)	)	
Net income			
	37,025	19,658	20,219
Interest rate swaps, net of income taxes	(		(
	389	5,869	2,713
	)		)
Pension and other postretirement benefit plans, net of income taxes	(		(
	806	487	220
	)		)
Repurchase of common stock	(	(	(
	2,202	3,903	8,256
	)	)	)
Balance at End of Period			
	229,807	188,954	161,001
	\$	\$	\$
<b>Cash Dividends per Share</b>			
	0.04	0.04	0.04
	\$	\$	\$

The accompanying notes are an integral part of these Consolidated Financial Statements.

**CORE LABORATORIES INC.**  
**CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY (Continued)**  
For the Years Ended December 31, 2023, 2022 and 2021  
(In thousands, except share and per share data)

	2023	2022	2021
<b>Common Stock - Number of shares issued</b>			
Balance at Beginning of Period			
	46,699,102	46,454,264	44,796,252
New share issuance			
	239,455	244,838	1,658,012
Balance at End of Period			
	46,938,557	46,699,102	46,454,264
<b>Treasury Stock - Number of shares</b>			
Balance at Beginning of Period	(	(	(
	67,168	104,867	223,451
	)	)	)
Stock-based compensation			
	98,939	212,047	419,152
Repurchase of common shares	(	(	(
	113,792	174,348	300,568
	)	)	)
Balance at End of Period	(	(	(
	82,021	67,168	104,867
	)	)	)
<b>Common Stock - Number of shares outstanding</b>			
Balance at Beginning of Period			
	46,631,934	46,349,397	44,572,801
New share issuance			
	239,455	244,838	1,658,012
Stock-based compensation			
	98,939	212,047	419,152
Repurchases of common shares	(	(	(
	113,792	174,348	300,568
	)	)	)
Balance at End of Period			
	46,856,536	46,631,934	46,349,397

The accompanying notes are an integral part of these Consolidated Financial Statements.

**CORE LABORATORIES INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
For the Years Ended December 31, 2023, 2022 and 2021  
(In thousands)

	2023	2022	2021
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>			
Net income	\$ 37,025	\$ 19,658	\$ 20,219
Adjustments to reconcile net income to net cash provided by operating activities:			
Stock-based compensation	13,971	7,756	19,093
Depreciation and amortization	15,784	17,161	18,516
Changes in value of life insurance policies	(4,963)	(5,069)	(2,672)
Deferred income taxes	(10,811)	433	6,012
Realization of pension obligation	(892)	451	234
Net provision for credit losses	179	(6)	(256)
Gain on sale of business	—	—	1,012
Other non-cash items	3,268	547	2,524
Changes in assets and liabilities:			
Accounts receivable	(2,618)	(10,078)	(13,522)
Inventories	(12,976)	(14,860)	(4,547)
Prepaid expenses and other current assets	1,952	76	1,845
Other assets	1,509	1,369	523
Accounts payable	(12,878)	(15,374)	(6,568)
Accrued expenses	(375)	(1,302)	(8,759)
Unearned revenues	(1,187)	(1,823)	(2,308)
Other liabilities	(2,199)	(10,885)	(3,933)
Net cash provided by operating activities	24,789	24,956	36,579

## CASH FLOWS FROM INVESTING ACTIVITIES:

	(	(	(
Capital expenditures	10,579	10,216	13,539
	)	)	)
		(	(
Patents and other intangibles	67	29	318
		)	)
Proceeds from sale of assets	485	1,889	678
Proceeds from sale of business, net of cash sold	—	240	873
Proceeds from insurance recovery	—	583	726
Net proceeds on life insurance policies	3,375	3,677	1,357
	(	(	(
Net cash used in investing activities	6,652	3,856	10,223
	)	)	)
CASH FLOWS FROM FINANCING ACTIVITIES:			
	(	(	(
Repayment of long-term debt	211,000	131,000	226,000
	)	)	)
Proceeds from long-term debt	202,000	116,000	155,000
	(	(	
Debt issuance costs	1,253	2,206	—
	)	)	
Proceeds from issuance of common shares	—	—	60,000
	(	(	(
Equity related transaction costs	4,068	411	861
	)	)	)
	(	(	(
Dividends paid	1,868	1,853	1,834
	)	)	)
	(	(	(
Repurchase of common stock	2,202	3,903	8,256
	)	)	)
	(	(	(
Other financing activities	54	2	508
	)	)	)
	(	(	(
Net cash used in financing activities	18,445	23,375	22,459
	)	)	)
	(	(	
NET CHANGE IN CASH AND CASH EQUIVALENTS	308	2,275	3,897
	)	)	)
CASH AND CASH EQUIVALENTS, beginning of year	15,428	17,703	13,806
CASH AND CASH EQUIVALENTS, end of year	\$ 15,120	\$ 15,428	\$ 17,703

The accompanying notes are an integral part of these Consolidated Financial Statements.

**CORE LABORATORIES INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)**  
For the Years Ended December 31, 2023, 2022 and 2021  
(In thousands)

	2023	2022	2021
Supplemental disclosures of cash flow information:			
Cash payments for interest	\$ 11,198	\$ 9,300	\$ 10,477
Cash payments for income taxes	\$ 16,013	\$ 14,078	\$ 9,066
Non-cash investing and financing activities:			
Capital expenditures incurred but not paid for as of the end of the year	\$ 963	\$ 1,157	\$ 1,361
Equity related transaction costs incurred but not paid for as of the end of the year	\$ 756	\$ —	\$ —

The accompanying notes are an integral part of these Consolidated Financial Statements.



**CORE LABORATORIES INC.**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**DECEMBER 31, 2023**

**1. DESCRIPTION OF BUSINESS**

Core Laboratories Inc. ("Core Laboratories", "Core Lab", "the Company", "we", "our" or "us") is a Delaware corporation. We were established in 1936 and are one of the world's leading providers of proprietary and patented reservoir description and production enhancement services and products to the oil and gas industry primarily through client relationships with many of the world's major, national and independent oil companies. These services and products can enable our clients to evaluate and improve reservoir performance and increase oil and gas recovery from their new and existing fields. We have over

70  
offices in more than

50  
countries and have approximately

3,600  
employees.

On May 1, 2023, Core Laboratories N.V. completed its previously announced redomestication transaction (the "Redomestication Transaction"), which included (i) the merger (the "Merger") of Core Laboratories N.V. with and into Core Laboratories Luxembourg S.A., a public limited liability company incorporated under the laws of Luxembourg, with Core Laboratories Luxembourg S.A. surviving, and (ii) following the completion of the Merger, the migration of Core Laboratories Luxembourg S.A. out of Luxembourg and its domestication as Core Laboratories Inc., a Delaware corporation. As a result of the Redomestication Transaction, all common shares in Core Laboratories N.V. were canceled and exchanged for common stock in Core Laboratories Luxembourg S.A. on a one-for-one basis. Former holders of Core Laboratories N.V. common shares now hold one share of common stock of Core Laboratories Inc. (formerly Core Laboratories Luxembourg S.A.) for each Core Laboratories N.V. common share owned immediately prior to the consummation of the Redomestication Transaction, and the business, assets, liabilities, directors and officers of Core Laboratories Inc. became the same as the business, assets, liabilities, directors and officers of Core Laboratories N.V. immediately prior to the Redomestication Transaction.

We operate our business in

two  
segments: (1) Reservoir Description and (2) Production Enhancement. These complementary operating segments provide different services and products and utilize different technologies for evaluating and improving reservoir performance and increasing oil and gas recovery from new and existing fields. For a description of the types of services and products offered by these operating segments, see Note 21 - *Segment Reporting and Other Disaggregated Information*.

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

***Basis of Presentation and Principles of Consolidation***

The Redomestication Transaction has been accounted for as a transaction between entities under common control. Accordingly, Core Laboratories Inc. recorded the assets and liabilities transferred at their carrying amounts at the date of transfer. All common shares in Core Laboratories N.V., at par value EUR

0.02  
, were canceled and exchanged for common stock in Core Laboratories Inc., at par value \$

0.01  
, on a one-for-one basis. Core Laboratories Inc.'s common stock par value was decreased by \$

0.7  
million for the difference between the total par value of common stock of Core Laboratories Inc. and the total par value of common shares of Core Laboratories N.V. at the date of transfer, with an offset to additional paid in capital. There is no difference between the combined separate entities prior to the Redomestication Transaction and the combined separate entities after the Redomestication Transaction, therefore, these financial statements, reported as though the exchange of equity interests had occurred at the beginning of the reporting period, and comparative information do not differ from amounts previously reported under Core Laboratories N.V.'s consolidated financial statements. These financial statements should be read in conjunction with Core Laboratories N.V.'s Quarterly Report on Form 10-Q for the three months ended March 31, 2023 and Core Laboratories N.V.'s Annual Report on Form 10-K for the year ended December 31, 2022, including Note 2 - Summary of Significant Accounting Policies. There have been no changes to the accounting policies of the combined entities during the year ended December 31, 2023.

The accompanying consolidated financial statements include the accounts of Core Laboratories Inc. and its subsidiaries for which we have a controlling voting interest and/or a controlling financial interest. These financials have been prepared in accordance with United States generally accepted accounting principles ("U.S. GAAP"). We use the equity method of accounting for investments in which we have less than a majority interest and do not exercise control but do exert significant influence. Non-controlling interest has been recorded to reflect outside ownership attributable to consolidated subsidiaries that are less than 100% owned. All inter-company transactions and balances have been eliminated in consolidation.

Certain reclassifications were made to prior period amounts in order to conform to the current period presentation. These reclassifications had no impact on the reported net income or cash flows for the years ended December 31, 2022 and 2021.

## **Recent Accounting Pronouncements**

### ***Issued But Not Yet Effective***

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standard Update ("ASU") 2023-07 Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses on an annual and interim basis. The amendment is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. The amendment should be applied retrospectively to all prior periods presented in the financial statements. Upon adoption, our disclosures regarding segment reporting will be expanded accordingly.

In December 2023, FASB issued ASU 2023-09 Income Taxes (Topic 740): Improvements to Income Tax Disclosures to improve transparency of income tax disclosures, primarily by requiring consistent categories and greater disaggregation of information in the rate reconciliation and income taxes paid disaggregated by jurisdiction. The amendment is effective for annual periods beginning after December 15, 2024. Early adoption is permitted. The amendment should be applied prospectively; however, retrospective application is permitted. Upon adoption, our disclosures regarding income taxes will be expanded accordingly.

### ***Use of Estimates***

The preparation of financial statements in accordance with U.S. GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. We evaluate our estimates on an ongoing basis and utilize our historical experience, as well as various other assumptions that we believe are reasonable in a given circumstance, in order to make these estimates. Actual results could differ from our estimates, as assumptions and conditions change.

The following accounts, among others, require us to use estimates and assumptions:

- allowance for credit losses;
- obsolete inventory;
- depreciation and amortization;
- long-lived assets, intangibles and goodwill;
- income taxes;
- pensions and other postretirement benefits;
- stock-based compensation; and
- leases.

Accounting policies relating to these accounts and the nature of these estimates are further discussed under the applicable caption. For each of these critical estimates it is at least reasonably possible that changes in these estimates will occur in the short term which may impact our financial position or results of operations.

### ***Foreign Currencies***

Our functional currency is the U.S. Dollar ("USD"). All inter-company financing, transactions and cash flows with our subsidiaries are transacted in USD. Revenue and expenses denominated in other currencies are measured at the applicable month-end exchange rate which approximates the average exchange rate. We remeasure monetary assets and liabilities denominated in other currencies to USD at year-end exchange rates. Non-monetary items, depreciation, amortization and certain components of cost of sales are measured at historical rates. Remeasurement and settlement difference are included in other (income) expense, net in the accompanying consolidated statements of operations. See Note 19 - *Other (Income) Expense, net*.

### ***Concentration of Credit Risk***

Our financial instruments that potentially subject us to concentrations of credit risk relate primarily to cash and cash equivalents and trade accounts receivable. All cash and cash equivalents are on deposit at commercial banks or investment

firms with significant financial resources. Our trade receivables are with a variety of domestic, international and national oil and gas companies. We had no clients who provided more than 10% of our revenue for the years ended December 31, 2023, 2022 and 2021. We consider our credit risk related to trade accounts receivable to be limited due to the creditworthiness and financial resources of our clients. We apply the expected credit losses methodology for measurement of credit losses on financial assets measured at amortized cost basis. We evaluate our estimate for credit losses on an on-going basis throughout the year.

#### ***Concentration of Interest Rate Risk***

We are exposed to interest rate risk on our revolving credit facility debt, which carries a variable interest rate. We are exposed to interest rate risk on our Senior Notes which carry a fixed interest rate, but whose fair value will fluctuate based on changes in interest rates and market perception of our credit risk. See Note 11 - *Long-term Debt, net*.

#### ***Cash and Cash Equivalents***

Cash and cash equivalents include all short-term, highly liquid instruments purchased with an original maturity of three months or less. These items are carried at cost, which approximates fair value.

#### ***Accounts Receivable***

Trade accounts receivable are recorded at their invoiced amounts and do not bear interest. We perform ongoing credit evaluations of our clients, monitor collections and payments, consider our historical collection experience and our current aging of client receivables outstanding, in addition to client's representations and our understanding of the economic environment in which our clients operate. Based on our review we establish or adjust allowances for credit losses for specific clients and the accounts receivable, as a whole, and recognize expense. When an account is determined to be uncollectible, we charge the receivable to our allowance for credit losses. The net carrying value of accounts receivable approximates fair value.

#### ***Contract Assets and Liabilities***

Contract assets and liabilities arise from differences in timing of revenue recognition, billings and cash collections.

Contract assets include our right to payment for goods and services already transferred to a customer when the right to payment is conditional on something other than the passage of time. For example, we have contracts where we recognize revenue over time but do not have a contractual right to payment until we complete the performance obligations.

Contract liabilities consist of advance payments received and billings in excess of revenue recognized. We generally receive up-front payments relating to our consortia studies. We recognize revenue over the life of the study as the testing and analysis results are made available to our consortia members. We record billings in excess of revenue recognized for contracts with a duration less than twelve months as unearned revenue. We classify contract liabilities for contracts with a duration greater than twelve months as current or non-current based on the timing of revenue recognition.

#### ***Inventories***

Inventories consist of manufactured goods, materials and supplies used for sales or services to clients. Inventories are stated at the lower of cost or estimated net realizable value. Inventory costs are recorded at standard cost which approximates the first-in, first-out method.

#### ***Prepaid Expenses and Other Current Assets***

Prepaid expenses and other current assets are comprised primarily of prepaid insurance, value added taxes and prepaid software licenses.

#### ***Property, Plant and Equipment***

Property, plant and equipment are carried at cost less accumulated depreciation. Major renewals and improvements are capitalized while maintenance and repair costs are charged to expense as incurred. They are depreciated using the straight-line method based on their individual estimated useful lives, except for leasehold improvements, which are depreciated over the

remaining lease term, if shorter. We estimate the useful lives and salvage values of our assets based on historical data as follows:

Buildings and leasehold improvements	3 - 40 years
Machinery and equipment	3 - 10 years

When long-lived assets are sold or retired, the remaining costs and related accumulated depreciation are removed from the accounts and any resulting gain or loss is recognized in income.

We review our long-lived assets for impairment when events or changes in circumstances indicate that their net book value may not be recovered over their remaining service lives. Indicators of possible impairment may include significant declines in activity levels in regions where specific assets or groups of assets are located, extended periods of idle use, declining revenue or cash flow or overall changes in general market conditions.

Whenever possible impairment is indicated, we compare the carrying value of the assets or asset groups to the sum of the estimated undiscounted future cash flows expected from use, plus salvage value, less the costs of the subsequent disposition of the assets. If impairment is still indicated, we compare the fair value of the assets to the carrying amount and recognize an impairment loss for the amount by which the carrying value exceeds the fair value. We did

no

t record any material impairment charges relating to our long-lived assets held for use during the years ended December 31, 2023, 2022 and 2021.

The geopolitical conflict between Russia and Ukraine, which began in February 2022 and has continued through December 31, 2023, has resulted in disruptions to our operations in Russia and Ukraine. The Company evaluated long-lived assets in Russia and Ukraine as part of our assessment of our assets group and did not identify triggering events as of December 31, 2023. Based on our assessments, we determined there was no impairment for long-lived assets in Russia and Ukraine as of December 31, 2023. See Note 18 - *Impairments and Other Charges*.

## Leases

We have operating leases primarily consisting of offices and lab space, machinery and equipment and vehicles. We determine if an arrangement is an operating or finance lease at inception. Lease assets and lease liabilities are recognized based on the present value of the future minimum lease payments over the lease term at commencement date. Where our lease does not provide an implicit rate, we estimate the discount rate used to discount the future minimum lease payments using our incremental borrowing rate and other information available at the commencement date. Operating leased assets also include all initial direct costs incurred. The lease term may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option.

Operating leased assets are included in right of use ("ROU") assets and, along with current and long-term operating lease liabilities, are separately presented in our consolidated balance sheet. Financing leased assets are included in property, plant and equipment, net and the related liabilities are included in other current and other long- term liabilities in our consolidated balance sheet.

ROU assets are subsequently depreciated over the estimated useful life of the asset and lease liabilities are carried at amortized cost using the effective interest rate method.

The Company has elected to apply the short-term lease exemption to all classes of underlying ROU assets. Accordingly, no ROU asset or lease liability is recognized for leases with a term of twelve months or less.

The Company has elected to apply the practical expedient for combining lease and non-lease components for vehicle leases and elected not to apply the practical expedient for combining lease and non-lease components to all other classes of underlying ROU assets.

## Intangibles and Goodwill

Intangible assets, which include trade secrets, patents, technology, agreements not to compete, trade names, and trademarks, are carried at cost less accumulated amortization, for intangibles with a definite life, and any accumulated impairment. Intangibles with definite lives are amortized using the straight-line method based on the estimated useful life of the intangible. We review our intangible assets with definite lives for impairment when events or changes in circumstances indicate that net book value may not be recovered over their remaining service lives.

We record goodwill as the excess of the purchase price over the fair value of the net assets acquired in acquisitions accounted for under the purchase method of accounting. Goodwill is not subject to amortization and is tested for impairment annually or more frequently if events or changes in circumstances indicate goodwill is more likely than not impaired.

We assess intangibles with indefinite lives and goodwill for impairment by performing a qualitative assessment or a quantitative test. The qualitative assessment is to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value is less than carrying amount. If it is concluded that it is more-likely-than not that an impairment exists, a quantitative test is required which compares the estimated fair value to carrying value. If the estimated fair value is less than its carrying value, then there is an impairment loss limited to the carrying value.

Significant judgments and assumptions are inherent in our estimate of future cash flows used to determine the estimate of the reporting unit's fair value which include assumptions regarding future revenue growth rates, discount rates and expected margins. See Note 18 - *Impairments and Other Charges*.

#### **Accounts Payable**

Trade accounts payable are recorded at their invoiced amounts and do not bear interest. The carrying value of accounts payable approximates fair value.

#### **Income Taxes**

We recognize deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the consolidated financial statements or tax returns. Deferred tax assets and liabilities are determined based on the difference between the financial statement and the tax basis of assets and liabilities using enacted tax rates in effect for the year in which the asset is expected to be recovered or the liability is expected to be settled. We include interest and penalties from tax judgments in income tax expense.

We record a liability for unrecognized tax benefits resulting from uncertain tax positions taken or expected to be taken in our tax return. We also recognize interest and penalties, if any, related to unrecognized tax benefits in income tax expense. See Note 9 - *Income Taxes*.

#### **Pension and Other Postretirement Benefit Plans**

We provide a non-contributory defined benefit pension plan covering substantially all of our Dutch employees ("Dutch Plan") who were hired prior to 2000. We recognize net periodic pension costs associated with the Dutch plan in income and recognize the unfunded status of the plan, if any, as another long-term liability. We recognize the actuarial gains or losses and prior service costs or credits that arise during the period as a component of other comprehensive income. The projection of benefit obligation and fair value of plan assets requires the use of assumptions and estimates. Actual results could differ from those estimates. See Note 12 - *Pension and Other Postretirement Benefit Plans*.

We maintain defined contribution plans for the benefit of eligible employees primarily in Canada, the Netherlands, the United Kingdom and the United States. We expense contributions in the period the contribution is made.

#### **Derivative Instruments**

We may enter into a variety of derivative instruments in connection with the management of our exposure to fluctuations in interest rates or currency exchange rates. See Note 15 - *Derivative Instruments and Hedging Activities*.

We do not enter into derivatives for speculative purposes.

#### **Comprehensive Income (Loss)**

Comprehensive income is comprised of net income and other charges or credits to equity that are not the result of transactions with owners. Accumulated other comprehensive income (loss) consists of prior service costs and unrecognized net actuarial gain or loss from the Dutch pension plan and changes in the fair value of our interest rate swaps. See Note 12 - *Pension and Other Postretirement Benefit Plans* and Note 15 - *Derivative Instruments and Hedging Activities*.

#### **Revenue Recognition**

All of our revenue is derived from contracts with clients. Our contracts include standard commercial payment terms generally acceptable in each region, and do not include financing with extended payment terms. We have no significant obligations for

refunds, warranties, or similar obligations. Our revenue does not include taxes collected from our clients. In certain circumstances we apply the guidance in Accounting Standards Codification Topic 606 - *Revenue from Contracts with Customers* ("Topic 606") to a portfolio of contracts with similar characteristics. We use estimates and assumptions when accounting for a portfolio that reflect the size and composition of the portfolio of contracts.

We recognize revenue at an amount that reflects the consideration expected to be received in exchange for such services or goods as described below by applying the five-step method to: (1) identify the contract(s) with clients; (2) identify the performance obligation(s) in the contract; (3) determine the transaction price; (4) allocate the transaction price to the performance obligation(s) in the contract; and (5) recognize revenue when (or as) we satisfy the performance obligation(s). A performance obligation is a promise in a contract to transfer a distinct service or good to a client and is the unit of account under Topic 606. We have contracts with two general groups of performance obligations: those that require us to perform analysis and/or diagnostic tests in our laboratory or at the client's wellsite and those from the sale of tools, diagnostic and equipment products and related services.

**Service Revenue:** We provide a variety of services to clients in the oil and gas industry. Where services are provided related to the testing and analysis of rock and fluids, we recognize revenue upon the provision of the test results or analysis to the client. For our design, field engineering and completion diagnostic services, we recognize revenue upon the delivery of those services at the well site or delivery of diagnostic data. In the case of our consortia studies, we have multiple performance obligations and revenue is recognized at the point in time when the testing and analysis results on each contributed core are made available to our consortia members. For arrangements that include multiple performance obligations, we allocate revenue to each performance obligation based on estimates of the price that we would charge the client for each promised service or product if it were sold on a standalone basis.

To a lesser extent, we enter into other types of contracts including service arrangements and non-subscription software and licensing agreements. We recognize revenue for these arrangements over time or at a point in time depending on our evaluation of when the client obtains control of the promised services or products.

**Product Sales Revenue:** We manufacture equipment that we sell to our clients in the oil and gas industry. We recognize revenue when control of the promised product is transferred to the client. Control of the product usually passes to the client at the time shipment is made or picked up by the client at our facilities, as defined within the contract.

#### **Disaggregation of Revenue**

We contract with clients for service revenue and/or product sales revenue. We present revenue disaggregated by services and product sales in our consolidated statements of operations. For revenue disaggregated by operating segment, see Note 21 - *Segment Reporting and Other Disaggregated Information*.

#### **Stock-Based Compensation**

For new awards issued and awards modified, repurchased or canceled, we record compensation expense in the consolidated statements of operations equal to the fair value of the award at the date of the grant, modification, repurchase or cancellation over the requisite service period of the award. The fair value is generally determined by the quoted market price of the Company's common stock on the date of grant less the discounted value of the expected dividends to be paid over the vesting period. Market vesting conditions, as applicable, are included in the estimation of the fair value of the award. Forfeitures are recognized as they occur.

#### **Non-controlling Interests**

We maintain non-controlling interests in several investment ventures. Non-controlling interest have been recorded to reflect outside ownership attributable to consolidated subsidiaries that are less than 100% owned and presented as a separate component of equity in the consolidated balance sheets and income in the consolidated statements of operations and other comprehensive income (loss), respectively. In addition, when a subsidiary is deconsolidated, any retained non-controlling equity investment in the former subsidiary will be initially measured at fair value and recorded as a gain or loss.

### **3. ACQUISITIONS AND DIVESTURES**

We had

no

significant acquisitions or divestitures during the years ended December 31, 2023, 2022 and 2021.

#### 4. CONTRACT ASSETS AND LIABILITIES

The balance of contract assets and contract liabilities consist of the following (in thousands):

	December 31,	
	2023	2022
Contract assets:		
Current		
	\$ 1,293	\$ 1,148
	<u>\$ 1,293</u>	<u>\$ 1,148</u>
Contract liabilities:		
Current		
	\$ 299	\$ 907
Non-current		
	—	24
	<u>\$ 299</u>	<u>\$ 931</u>
		December 31, 2023
Estimate of when contract liabilities will be recognized as revenue:		
Within		
12 months		\$ 299

The current portion of contract assets is included in our accounts receivable as of December 31, 2023 and 2022.

The current portion of contract liabilities is included in unearned revenues and the non-current portion of contract liabilities is included in other long-term liabilities.

We did

no

t recognize any impairment losses on our contract assets for the years ended December 31, 2023, 2022 and 2021.

#### 5. INVENTORIES

Inventories consist of the following (in thousands):

	December 31,	
	2023	2022
Finished goods		
	\$ 30,508	\$ 26,534
Parts and materials		
	37,670	31,323
Work in progress		
	3,524	2,588
Total inventories		
	<u>\$ 71,702</u>	<u>\$ 60,445</u>

We include freight costs incurred for shipping inventory to our clients in the cost of product sales caption in the accompanying consolidated statements of operations.

#### 6. PROPERTY, PLANT AND EQUIPMENT, NET

The components of property, plant and equipment, net are as follows (in thousands):

	December 31,	
	2023	2022
Land		
	10,652	10,652
	\$	\$
Building and leasehold improvements		
	120,545	120,994
Machinery and equipment		
	284,225	288,119
Total property, plant and equipment		
	415,422	419,765
Less: Accumulated depreciation	(	(
	315,796	314,737
	)	)
Property, plant and equipment, net		
	99,626	105,028
	\$	\$

See Note 7 - Leases for additional information regarding the write-down of leasehold improvements.



## 7. LEASES

Our operating leases primarily consist of offices and lab space, machinery and equipment and vehicles. The components of lease expense and other information are as follows (in thousands):

	For the Years Ended December 31,		
	2023	2022	2021
<b>Consolidated Statements of Operations:</b>			
Operating lease expense	\$ 17,454	\$ 16,595	\$ 17,253
Short-term lease expense	1,768	1,784	1,990
Variable lease expense	1,758	1,414	1,462
Sublease income	(113)	—	—
Total lease expense	\$ 20,867	\$ 19,793	\$ 20,705
<b>Consolidated Statements of Cash Flows:</b>			
Operating cash flows - operating leases payments	\$ 16,541	\$ 16,598	\$ 16,367
Right of use assets obtained in exchange for operating lease liabilities	\$ 17,005	\$ 5,520	\$ 5,736
<b>Other information:</b>			
Weighted-average remaining lease term - operating leases	9.24 years	6.88 years	7.62 years
Weighted-average discount rate - operating leases	5.32 %	4.62 %	4.61 %

We entered into a sublease agreement that commenced on July 1, 2023, for existing office and lab space in Calgary, Alberta, Canada. The associated lease cost of the original lease exceeded the anticipated sublease income, and we recognized a loss on lease abandonment and other exit costs of \$

1.1 million to the related right of use asset and assets write-down of \$

1.1 million to leasehold improvements during the year ended December 31, 2023. These amounts are included in other income (expense), net. See Note 19 - Other (Income) Expense, net.

Scheduled undiscounted lease payments for non-cancellable operating leases consist of the following (in thousands):

	December 31, 2023	
	Operating Leases	Operating Sublease
2024		(
	\$ 12,388	\$ 226
2025		(
	9,671	230
2026		(
	7,502	235
2027		(
	6,121	239

2028		(
	4,824	162
		)
Thereafter		
	26,824	—
Total undiscounted lease payments		(
	67,330	1,092
		)
Less: Imputed interest	(	
	15,079	—
		)
Total operating lease liabilities		(
	52,251	1,092
	<u>\$</u>	<u>\$</u>

## 8. INTANGIBLES AND GOODWILL

The components of intangibles, net are as follows (in thousands):

	Useful life in years	2023 Gross Carrying Value	December 31, 2023 Accumulated Amortization and Impairment	2022 Gross Carrying Value	2022 Accumulated Amortization and Impairment
Acquired trade secrets	2 -				
	20	4,278	3,756	4,278	3,545
		\$	\$	\$	\$
Acquired patents and technology	4 -				
	15	15,744	13,953	14,907	12,883
Agreements not to compete	2 -				
	5	1,105	1,105	1,149	1,036
Acquired trade names and trademarks					
	Indefinite	4,624	11	4,624	11
Total intangibles, net					
		25,751	18,825	24,958	17,475
		<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

Our estimated amortization expense relating to these intangibles for the next five years is summarized in the following table (in thousands):

December 31, 2023	
2024	503
	\$
2025	355
	\$
2026	231
	\$
2027	193
	\$
2028	98
	\$

The carrying amount of goodwill for each operating segment is as follows (in thousands):

	Reservoir Description	Production Enhancement	Total
Balance at December 31, 2023			
	99,445	—	99,445
	\$	\$	\$
Balance at December 31, 2022			
	99,445	—	99,445
	\$	\$	\$

## 9. INCOME TAXES

The components of income before income taxes are as follows (in thousands):

	For the Years Ended December 31,		
	2023	2022	2021
United States			(
	3,907	4,099	10,028
	\$	\$	) \$
Other countries			
	37,303	34,053	26,082
Income before income taxes			
	41,210	29,954	36,110
	\$	\$	\$

The components of income tax expense are as follows (in thousands):

	For the Years Ended December 31,		
	2023	2022	2021
Current:			
United States			
	1,204	1,269	1,983
	\$	\$	\$
Other countries			
	13,446	9,784	6,500

State and provincial	(		
	597	100	699
		)	
Total current			
	15,247	10,953	9,182
Deferred:			
United States	(		
	1,555	908	905
		)	
Other countries	(	(	
	12,343	162	5,630
	)	)	
State and provincial	(		
	274	413	174
	)		
Total deferred	(	(	
	11,062	657	6,709
	)	)	
Income tax expense			
	4,185	10,296	15,891
	\$	\$	\$

The differences in income tax expense computed using the statutory income tax rate and our income tax expense as reported in the accompanying consolidated statements of operations are as follows (in thousands):

	For the Years Ended December 31,		
	2023	2022	2021
Tax at the statutory income tax rate <sup>(1)</sup>			
	\$ 8,139	\$ 7,368	\$ 8,981
International earnings taxed at rates other than the statutory income tax rate <sup>(1)</sup>			
	5,749	5,923	9,403
Non-deductible expenses			
	2,168	3,096	1,875
Net operating loss		(	
	4,661	3,627	3,744
Foreign earnings currently taxed in the U.S.			
	3,077	—	—
Change in valuation allowance	(		
	1,107	1,943	1,113
State and provincial taxes			
	243	662	462
Tax credits	(	(	(
	7,410	6,872	7,992
Unremitted earnings of subsidiaries	(	(	(
	14,464	27	1,236
Adjustments of prior year taxes		(	
	701	3,488	1,320
Adjustments of income tax reserves		(	(
	519	184	1,345
Foreign exchange	(	(	(
	171	576	1,168
UK tax rate change			(
	—	676	905
Netherlands audit settlement			
	—	—	1,522
Accrued withholding taxes			
	1,639	1,883	1,648
Other			(
	441	3,519	4,003

Income tax expense			
	\$ 4,185	\$ 10,296	\$ 15,891

(1) Based on the U.S. statutory income tax rate of

21  
% for 2023 and the Netherlands statutory income tax rate of

25  
% for 2022 and 2021.

Deferred tax assets and liabilities result from various temporary differences between the financial statement carrying amount and their tax basis. Deferred tax assets and liabilities are summarized as follows (in thousands):

	December 31,	
	2023	2022
Deferred tax assets:		
Net operating loss carry-forwards		
	\$ 7,814	\$ 13,097
Tax credit carry-forwards		
	2,144	4,653
Accruals for compensation		
	8,985	7,517
Accruals for inventory capitalization		
	1,621	992
Unrealized benefit from corporate restructuring		
	40,963	44,888
Intangibles		
	1,584	1,026
Unrealized benefit plan loss		
	1,224	2,070
Unrealized foreign exchange		
	2,875	2,881
UK tax rate change		
	—	318
Unearned revenue		
	3,453	882
Interest carry-forward		
	7,912	7,700
Other		
	1,401	744
Total deferred tax assets		
	79,976	86,768
Valuation allowance	(	(
	8,276	9,318
	)	)

Net deferred tax assets

	71,700	77,450
Deferred tax liabilities:		
Property, plant and equipment, net	(	(
	3,566	3,668
	)	)
Accrued withholding taxes	(	(
	10,466	26,489
	)	)
Unrealized foreign exchange	(	(
	988	1,415
	)	)
Other	(	(
	176	185
	)	)
Total deferred tax liabilities	(	(
	15,196	31,757
	)	)
Net deferred income taxes		
	56,504	45,693
	<u>\$</u>	<u>\$</u>

The table below summarizes the net deferred tax assets and net deferred tax liabilities by legal jurisdiction (in thousands):

	December 31,	
	2023	2022
Long-term deferred tax assets, net		
	\$ 69,201	\$ 68,570
Long-term deferred tax liabilities, net	(	(
	12,697	22,877
	)	)
Net deferred income taxes		
	\$ 56,504	\$ 45,693

At December 31, 2023, we had tax net operating loss carry-forwards in various tax jurisdictions of \$

32.8

million. Although we cannot be certain that these operating loss carry-forwards will be utilized, we anticipate that we will have sufficient taxable income in future years to allow us to fully utilize the carry-forwards that are not subject to a valuation allowance. As of December 31, 2023, if unused, \$

2.9

million will expire between 2024 and 2025, \$

3.0

million will expire between 2026 and 2028, \$

3.0

million will expire between 2029 and 2032 and \$

2.1

million will expire beyond 2032. The remaining balance of \$

21.8

million is not subject to expiration. During 2023,

no

material net operating loss carry-forwards, which carried a full valuation allowance, expired unused.

We file income tax returns in the U.S. federal jurisdiction, various states and foreign jurisdictions. We are currently undergoing multiple examinations in various jurisdictions, and the years 2011 through 2022 remain open for examination in various tax jurisdictions in which we operate. The ultimate settlement and timing of these additional tax assessments is uncertain but the Company will continue to vigorously defend its return filing position and does not view the assessments as probable at this time.

During 2023, adjustments were made to estimates for uncertain tax positions in certain tax jurisdictions based upon changes in facts and circumstances, resulting in a reduction to the unrecognized tax benefits. A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows (in thousands):

	For the Years Ended December 31,		
	2023	2022	2021
Unrecognized tax benefits at January 1,			
	\$ 3,509	\$ 4,327	\$ 6,255
Tax positions, current period	144	230	204
Tax positions, prior period	68	( 867 )	( 197 )
Settlements with taxing authorities	—	( 19 )	1,395
Lapse of applicable statute of limitations	( 238 )	( 162 )	( 540 )



Unrecognized tax benefits at December 31,

	3,483	3,509	4,327
\$	\$	\$	

Our policy is to record accrued interest and penalties on uncertain tax positions, net of any tax effect, as part of total tax expense for the period. The corresponding liability is carried along with the tax exposure as a non-current payable in other long-term liabilities. For the years ended December 31, 2023, 2022 and 2021, we recognized \$

0.6  
million, \$(

0.2  
) million and \$

0.3  
million, respectively, in interest and penalties. As of December 31, 2023 and 2022, we had \$

4.9  
million and \$

4.3  
million, respectively, accrued for the payment of interest and penalties. Changes in our estimate of unrecognized tax benefits would affect our effective tax rate. As of December 31, 2023, there are \$

3.4  
million of unrecognized tax benefits that could be resolved within the next twelve months which could have a positive effect on the annual effective tax rate.

#### 10. OTHER ASSETS

Other assets consist of the following (in thousands):

	December 31,	
	2023	2022
Cash surrender value of life insurance policies		
	\$ 25,397	\$ 23,787
Investments in unconsolidated affiliates		
	4,844	4,450
Other		
	3,978	5,510
Total other assets		
	\$ 34,219	\$ 33,747

Cash surrender value of life insurance policies relates to postretirement benefit plans. See Note 12 - *Pension and Other Postretirement Benefit Plans*. Investments include unconsolidated affiliates accounted for under the equity method where the operations of these entities are in-line with those of our core business. These entities are not considered special purpose entities, nor do we have special off-balance sheet arrangements through these entities.

## 11. LONG-TERM DEBT, NET

We have

no  
finance lease obligations. Debt is summarized in the following table (in thousands):

	Interest Rate	Maturity Date	December 31,	
			2023	2022
2011 Senior Notes Series B <sup>(1)</sup>	4.11 %	September 30, 2023	\$ —	\$ 75,000
2021 Senior Notes Series A <sup>(2)</sup>	4.09 %	January 12, 2026	45,000	45,000
2021 Senior Notes Series B <sup>(2)</sup>	4.38 %	January 12, 2028	15,000	15,000
2023 Senior Notes Series A <sup>(3)</sup>	7.25 %	June 28, 2028	25,000	—
2023 Senior Notes Series B <sup>(3)</sup>	7.50 %	June 28, 2030	25,000	—
Credit Facility			56,000	40,000
Total long-term debt			166,000	175,000
Less: Debt issuance costs			( 2,866 )	( 2,614 )
Long-term debt, net			<u>\$ 163,134</u>	<u>\$ 172,386</u>

(1) Interest was payable semi-annually on March 30 and September 30.

(2) Interest is payable semi-annually on June 30 and December 30.

(3) Interest is payable semi-annually on March 28 and September 28.

In connection with the Redomestication Transaction, on May 1, 2023, Core Laboratories N.V. assigned to Core Laboratories Inc., and Core Laboratories Inc. assumed all of Core Laboratories N.V.'s rights and obligations under existing agreements.

We, along with our wholly owned subsidiary Core Laboratories (U.S.) Interests Holdings, Inc. ("CLIH") as issuer, have senior notes that were issued through private placement transactions. On September 30, 2023, we retired the 2011 Senior Notes with aggregate principal amount of \$

75.0  
million upon the maturity date. As of December 31, 2023, we have

two  
series of senior notes outstanding with an aggregate principal amount of \$

110.0

million: (1) Series A and Series B of the 2021 Senior Notes were issued in 2021 (the "2021 Senior Notes"), and (2) Series A and Series B of the 2023 Senior Notes were entered on May 4, 2023, and subsequently issued and funded on June 28, 2023 (the "2023 Senior Notes"). The 2021 Senior Notes and the 2023 Senior Notes are collectively the "Senior Notes".

We, along with CLIH, have a credit facility, the Eighth Amended and Restated Credit Agreement (as amended, the "Credit Facility") for an aggregate borrowing commitment of \$

135.0  
million with a \$

50.0  
million "accordion" feature.

The Credit Facility is secured by first priority interests in (1) substantially all of the tangible and intangible personal property, and equity interest of CLIH

and certain of the Company's U.S. and foreign subsidiary companies; and (2) instruments evidencing intercompany indebtedness owing to the Company, CLIH and certain of the Company's U.S. and foreign subsidiary companies. Under the Credit Facility, the Secured Overnight Financing Rate ("SOFR") plus

2.00  
% to SOFR plus

3.00  
% will be applied to outstanding borrowings. Any outstanding balance under the Credit Facility is due at maturity on July 25, 2026, subject to springing maturity on July 12, 2025, if any portion of the Company's 2021 Senior Notes Series A due January 12, 2026, in the aggregate principal amount of \$

45.0  
million, remain outstanding on July 12, 2025, unless the Company's liquidity equals or exceeds the principal amount of the 2021 Senior Notes Series A outstanding on such date. The available capacity at any point in time is reduced by outstanding borrowings and outstanding letters of credit which totaled approximately \$

9.9  
million at December 31, 2023, resulting in an available borrowing capacity under the Credit Facility of approximately \$

69.1  
million. In addition to indebtedness under the Credit Facility, we had approximately \$

5.8  
million of outstanding letters of credit and performance guarantees and bonds from other sources as of December 31, 2023.

The Credit Facility and Senior Notes include a cross-default provision, whereby a default under one agreement may trigger a default in the other agreements.

The terms of the Credit Facility and Senior Notes require us to meet certain covenants, including, but not limited to, an interest coverage ratio (calculated as consolidated EBITDA divided by interest expense) and a leverage ratio (calculated as consolidated net indebtedness divided by consolidated EBITDA), where consolidated EBITDA (as defined in each agreement) and interest expense are calculated using the most recent four fiscal quarters. The Credit Facility has more restrictive covenants with a minimum interest coverage ratio of

3.00  
to 1.00 and permits a maximum leverage ratio of

2.50  
to

1.00  
. The Credit Facility allows non-cash charges such as impairment of assets, stock compensation and other non-cash charges to be added back in the calculation of consolidated EBITDA. The terms of our Credit Facility also allow us to negotiate in good faith to amend any ratio or requirement to preserve the original intent of the agreement if any change in accounting principles would affect the computation of any financial ratio or covenant of the Credit Facility. In accordance with the terms of the Credit Facility, our leverage ratio is

1.76  
, and our interest coverage ratio is

6.37  
, each for the period ended December 31, 2023. We

are in compliance with all covenants contained in our Credit Facility and Senior Notes. Certain of our material, wholly owned subsidiaries are guarantors or co-borrowers under the Credit Facility and Senior Notes.

See Note 15 - *Derivative Instruments and Hedging Activities* for additional information regarding interest rate swap agreements we have entered to fix the underlying risk-free rate on our Credit Facility and Senior Notes.

The estimated fair value of total debt at December 31, 2023 and 2022 approximated the book value of total debt. The fair value was estimated using Level 2 inputs by calculating the sum of the discounted future interest and principal payments through the maturity date.

## 12. PENSION AND OTHER POSTRETIREMENT BENEFIT PLANS

In connection with the Redomestication Transaction, Core Laboratories N.V. assigned to Core Laboratories Inc., and Core Laboratories Inc. assumed, all of Core Laboratories N.V.'s rights and obligations under compensation or benefit plans, policies and arrangements previously maintained by Core Laboratories N.V., including the Defined Benefit Plan, Defined Contributions Plans, and Deferred Compensation Arrangements discussed below.

### Defined Benefit Plan

Prior to January 2020, one of our subsidiaries provided a noncontributory defined benefit pension plan covering substantially all of our Dutch employees who were hired prior to 2000. This pension benefit was based on years of service and final pay or career average pay depending on when the employee began participating. The Dutch Plan was curtailed prior to January 2020, and these employees have been moved into the Dutch defined contribution plan. However, the unconditional indexation for this group of participants continues for so long as they remain in active service with the Company.

The following table summarizes the change in the projected benefit obligation and the fair value of plan assets for the Dutch Plan (in thousands):

	For the Years Ended December 31,	
	2023	2022
<b>Projected Benefit Obligation:</b>		
Projected benefit obligation at beginning of year		
	\$ 40,059	\$ 63,129
Interest cost	1,480	581
Benefits paid and administrative expenses	(1,505)	(1,398)
Actuarial (gain) loss, net	2,905	18,361
Unrealized (gain) loss on foreign exchange	1,046	3,892
Projected benefit obligation at end of year	\$ 43,985	\$ 40,059
<b>Fair Value of Plan Assets:</b>		
Fair value of plan assets at beginning of year		
	\$ 37,376	\$ 59,039
Increase (decrease) in plan asset value	3,137	17,213
Employer contributions	1,719	603
Benefits paid and administrative expenses	(1,505)	(1,398)
Unrealized gain (loss) on foreign exchange	986	3,655

Fair value of plan assets at end of year		
	41,713	37,376
	\$	\$
Under-funded status of the plan at end of the year	(	(
	2,272	2,683
	<u>\$</u>	<u>\$</u>
Accumulated Benefit Obligation		
	41,727	37,391
	<u>\$</u>	<u>\$</u>

The following actuarial assumptions were used to determine the actuarial present value of our projected benefit obligation and the net periodic pension cost for the Dutch Plan:

	For the Years Ended December 31,	
	2023	2022
Weighted average assumed discount rate		
	3.27	3.72
	%	%
Expected long-term rate of return on plan assets		
	3.27	3.72
	%	%
Weighted average rate of compensation increase		
	2.10	2.60
	%	%

The discount rate used to determine our projected benefit obligation at December 31, 2023 was decreased from

3.72

% to

3.27

%, consistent with a general increase in interest rates in Europe for AAA-rated long-term Euro government bonds.

Amounts recognized for the Dutch Plan in the consolidated balance sheets consist of (in thousands):

	December 31,	
	2023	2022
Deferred tax asset		
	\$ 582	\$ 700
Other long-term liabilities		
	2,272	2,683
Accumulated other comprehensive loss	(	(
	5,914	5,108
	)	)

The components of net periodic pension cost for the Dutch Plan include (in thousands):

	For the Years Ended December 31,		
	2023	2022	2021
Interest cost			
	\$ 1,480	\$ 581	\$ 323
Expected return on plan assets	(	(	(
	1,365	545	306
	)	)	)
Net periodic pension cost			
	\$ 115	\$ 36	\$ 17

We funded the future obligations of the Dutch Plan by purchasing an insurance contract from a large multi-national insurance company with a five-year maturity. Each year we made annual premium payments to the insurance company (1) to provide for the benefit obligation of the current year of service based on each employee's age, gender and current salary, and (2) for the changes in the benefit obligation for prior years of service due to changes in participants' salary. Plan assets returns equal the contractual rate, which are comparable with governmental debt securities. We determine the fair value of these plan assets with the assistance of an actuary using observable inputs (Level 2), which approximates the contract value of the investments. Our expected long-term rate of return assumptions are based on the weighted-average contractual rates for each contract. Dutch law dictates the minimum requirements for pension funding. Our goal is to meet these minimum funding requirements, while our insurance carrier invests to minimize risks associated with future benefit payments.

In 2024, our minimum funding requirements are expected to be \$

0.4

million. Our estimate of future annual contributions is based on current funding and the unconditional indexation requirements, and we believe these contributions will be sufficient to fund the plan.

Expected benefit payments to eligible participants under this plan for the next five years are as follows (in thousands):

	December 31, 2023
2024	
	\$ 1,634
2025	
	\$ 1,725
2026	
	\$ 1,872
2027	
	\$ 2,053

		2,180
	\$	
Succeeding five years		
		12,217
	\$	

### **Defined Contribution Plans**

We maintain defined contribution plans for the benefit of eligible employees primarily in Canada, the Netherlands, the United Kingdom, and the United States. In accordance with the terms of each plan, we and our participating employees contribute up to specified limits and under certain plans, we may make discretionary contributions in accordance with the defined contribution plans. Our primary obligation under these defined contribution plans is limited to paying the annual contributions. For the years ended December 31, 2023, 2022 and 2021, we paid \$

4.3  
million, \$

3.5  
million and \$

2.3  
million, respectively, for our contributions and our additional discretionary contributions to the defined contribution plans.

Vesting in all employer contributions is accelerated upon the death of the participant or a change in control. Employer contributions under the plans are forfeited upon a participant's termination of employment to the extent they are not vested at that time.

### **Deferred Compensation Arrangements**

We have entered into deferred compensation contracts for certain key employees to provide additional retirement income to the participants. The benefit is determined by the contract for either a fixed amount or by a calculation using years of service or

age at retirement along with the average of their base salary for the five years prior to retirement. We are not required to fund this arrangement; however, we have purchased life insurance policies with cash surrender values to assist us in providing the benefits pursuant to these deferred compensation contracts with the actual benefit payments made by Core Laboratories. The charge to expense for these deferred compensation contracts for the years ended December 31, 2023, 2022 and 2021 was \$

1.1  
million, \$

1.4  
million and \$

1.7  
million, respectively.

We provide severance compensation to certain key employees if employment is terminated under certain circumstances, such as following a change in control or for any reason other than upon their death or disability, for "cause" or upon a material breach of a material provision of their employment agreement, as defined in their employment agreements. In addition, there are certain countries where we are legally required to make severance payments to employees when they leave our service. We have accrued for all of these severance payments, but they are not funded.

We also have adopted a non-qualified deferred compensation plan ("Deferred Compensation Plan") that allows certain highly compensated employees to defer a portion of their salary, commission and bonus, as well as the amount of any reductions in their deferrals under the Deferred Compensation Plan for employees in the United States, due to certain limitations imposed by the U.S. Internal Revenue Code of 1986, as amended (the "Code"). Contributions to the plan are invested in equity and other investment fund assets and carried on the balance sheet at fair value. The benefits under these contracts are fully vested. Our primary obligation for the Deferred Compensation Plan is limited to our annual contributions. Employer contributions to the Deferred Compensation Plan for the years ended December 31, 2023, 2022 and 2021 were \$

0.4  
million, \$

0.3  
million and \$

0.0  
million, respectively. Vesting in all employer contributions is accelerated upon the death of the participant or a change in control. Employer contributions under the plans are forfeited upon a participant's termination of employment to the extent they are not vested at that time.

### 13. COMMITMENTS AND CONTINGENCIES

We have been and may from time to time be named as a defendant in legal actions that arise in the ordinary course of business. These include, but are not limited to, employment-related claims and contractual disputes or claims for personal injury or property damage which occur in connection with the provision of our services and products. A liability is accrued when a loss is both probable and can be reasonably estimated.

We do not maintain any off-balance sheet debt or other similar financing arrangements, nor have we formed any special purpose entities for the purpose of maintaining off-balance sheet debt.

See Note 11 - *Long-term Debt*, net for amounts committed under letters of credits and performance guarantees and bonds.

### 14. EQUITY

#### **Common Stock**

In connection with the Redomestication Transaction, all common shares in Core Laboratories N.V. at par value EUR

0.02  
, were canceled and exchanged for common stock in Core Laboratories Inc. at par value \$

0.01  
, on a one-for-one basis. Core Laboratories Inc.'s common stock par value was decreased by \$

0.7  
million for the difference between the total par value of common stock of Core Laboratories Inc. and the total par value of common shares of Core Laboratories N.V. at the date of transfer, with an offset to additional paid in capital. Equity related transaction costs associated with the Redomestication Transaction of \$

4.8  
million have been charged to additional paid in capital. In addition, Core Laboratories N.V. assigned to Core Laboratories Inc., and Core Laboratories Inc. assumed, all of Core Laboratories N.V.'s rights and obligations under the 2023 Non-Employee Director Stock Incentive Plan and the 2020 Long-Term Incentive Plan. Each outstanding Core Laboratories N.V. incentive award thereunder became a Core Laboratories Inc. incentive award that is subject to substantially the same terms and conditions as the former Core Laboratories N.V. incentive award, except, in the case of equity-based Core Laboratories N.V. incentive awards, the security issuable upon exercise or settlement of the incentive award, as applicable, will be a share of Core Laboratories Inc. common stock rather than a Core Laboratories N.V. common share.

During the year ended December 31, 2023, we distributed

239,455  
shares of common stock upon vesting of stock-based awards.

On June 9, 2022, we entered into an Equity Distribution Agreement with certain banks (the "2022 Equity Distribution Agreement") allowing for the issuance and sale of up to \$

60.0  
million shares of our common stock by any method deemed to be an "at-the-market offering" as defined in Rule 415 under the Securities Act of 1933 (the "2022 ATM Program"). On July 17, 2023, the Company terminated the 2022 Equity Distribution Agreement. As a result of the termination of the 2022





Distribution Agreement, the Company suspended and terminated the 2022 ATM Program and therefore will not offer or sell any shares under the 2022 ATM Program. The Company did not sell any shares under the 2022 Equity Distribution Agreement.

In 2021, we completed the sale of

1,658,012

shares of common stock through an at-the-market offering program pursuant to the 2020 Equity Distribution Agreement for the issuance and sale of \$

60.0

million shares of our common stock, which generated aggregate proceeds of \$

59.1

million, net of commissions and other associated costs. Proceeds were used to reduce outstanding debt on the Company's credit facility in 2021.

### **Treasury Stock**

In connection with our initial public offering in September 1995, prior to the Redomestication Transaction and under Dutch law requirements, our shareholders authorized management to repurchase up to

10

% of our issued share capital, for a period of 18 months. This authorization was renewed at subsequent annual or special shareholder meetings. Subsequent to the Redomestication Transaction in May 2023, shareholder approval is not required under U.S. or Delaware law and the repurchase of shares in the open market is at the discretion of our Board of Directors and management. Such common stock, unless canceled, may be reissued for a variety of purposes such as future acquisitions, non-employee director stock awards or employee stock awards. From the activation of the share repurchase program on October 29, 2002 through December 31, 2023, we have repurchased

40,379,635

shares for an aggregate purchase price of approximately \$

1.7

billion, or an average price of \$

41.28

per share and have canceled

33,475,406

shares with a historical cost of \$

1.2

billion. At December 31, 2023, we held

82,021

shares in treasury. During the year ended December 31, 2023, we repurchased

113,792

shares of our common stock for \$

2.2

million, all of which were surrendered to us pursuant to the terms of a stock-based compensation plan in consideration of the participants' tax burdens resulting from the issuance of common stock under that plan. Subsequent to year-end, we have repurchased

398

shares of our common stock for approximately \$

6.0

thousand.

### **Dividend Policy**

In 2008, Core Laboratories announced the initiation of a cash dividend program. In 2023, 2022 and 2021, cash dividends of \$

0.01

per share were paid in each quarter. The declaration and payment of future dividends will be at the discretion of the Board of Directors and will depend upon, among other things, future earnings, general financial condition, liquidity, capital requirements, and general business conditions. On January 31, 2024, the Company declared a quarterly cash dividend of \$

0.01

per share for shareholders of record on February 12, 2024 payable on March 4, 2024.

### **Accumulated Other Comprehensive Income (Loss)**

Amounts recognized, net of income taxes, in accumulated other comprehensive income (loss) consist of the following (in thousands):

	<b>December 31,</b>
<b>2023</b>	<b>2022</b>

Pension and other postretirement benefit plans - unrecognized prior service costs and net actuarial loss	(	(
	5,914	5,108
	\$ )	\$ )
Interest rate swaps - net fair value gain		
	942	1,331
Total accumulated other comprehensive income (loss)	(	(
	4,972	3,777
	<u>\$ )</u>	<u>\$ )</u>

## 15. DERIVATIVE INSTRUMENTS AND HEDGING ACTIVITIES

We are exposed to market risks related to fluctuations in interest rates. To mitigate these risks, we utilize derivative instruments in the form of interest rate swaps. We do not enter into derivative transactions for speculative purposes.

Interest rate swaps that are designated and qualify as cash flow hedging instruments are carried at fair value and recorded in our consolidated balance sheets as an asset or liability. The full fair value of a hedging derivative is classified as a non-current asset or liability if the remaining maturity of the hedged item is more than 12 months, and as a current asset or liability if the remaining maturity of the hedged item is less than 12 months.

Unrealized gains (losses) are deferred in shareholders' equity as a component of accumulated other comprehensive income (loss). Interest rate swaps that are highly effective are recognized in income as an increase or decrease to interest expense in the period in which the related cash flows being hedged are recognized in expense.

Under the Company's Credit Facility, the SOFR plus

2.00

% to SOFR plus

3.00

% will be applied to outstanding borrowings. See Note 11 - *Long-term Debt, net* for additional information. The Company has elected to apply the optional expedient for hedging relationships affected by reference rate reform. Accordingly, no outstanding balance on the Credit Facility with a SOFR rate will preclude cash flow hedging with existing London Inter-Bank Offer Rate ("LIBOR") hedging instruments.

In August 2014, we entered into a swap agreement with a notional amount of \$

25

million ("2014 Variable-to-Fixed Swap"), and the LIBOR portion of the interest rate was fixed at

2.5

% through August 29, 2024. In February 2020, we entered into a second swap agreement with a notional amount of \$

25

million ("2020 Variable-to-Fixed Swap"), and the LIBOR portion of the interest rate was fixed at

1.3

% through February 28, 2025. These interest rate swap agreements were terminated, dedesignated and settled in March 2021. At December 31, 2023, the outstanding balance on the Credit Facility was \$

56

million. The hedging relationship is highly effective; therefore, gains and losses on these swaps will be reclassified into interest expense in accordance with the forecasted transactions or the scheduled interest payments on the Credit Facility. Remaining net losses on these swaps included in accumulated other comprehensive income (loss) at December 31, 2023, are \$

0.3

million, substantially all of which is expected to be reclassified into earnings within the next 12 months as interest payments are made on the Company's Credit Facility.

In March 2020, we entered into

two

forward interest rate swap agreements for a total notional amount of \$

35

million to be effective beginning in September 2021. The purpose of these forward interest rate swap agreements was to fix the underlying risk-free rate that would be associated with the anticipated issuance of new long-term debt by the Company. These

two

forward interest rate swap agreements were terminated and settled in March 2021 and together with the settlement of the 2020 Variable-to-Fixed Swap resulted in a net gain of \$

1.4

million that was recognized directly in the consolidated statement of operations.

In March 2021, we entered into a new forward interest rate swap agreement and carried the fair value of the terminated 2014 and 2020 Variable-to-Fixed Swaps into the new agreement in a "blend and extend" structured transaction. The purpose of this forward interest rate swap agreement is to fix the underlying risk-free rate, that would be associated with the anticipated issuance of new long-term debt by the Company in future periods. The forward interest rate swap would hedge the risk-free rate on forecasted long-term debt for a maximum of 11 years through March 2033. Risk associated with future changes in the 10-year LIBOR interest rates have been fixed up to a notional amount of \$

60

million with this instrument. The interest rate swap qualifies as a cash flow hedging instrument. The forward interest rate swap agreement was terminated and settled in April 2022. The hedging relationship is highly effective, therefore, the gain on the termination of the forward interest rate swap was included in accumulated other comprehensive income (loss). On June 28, 2023, the Company issued the 2023 Senior Notes with an aggregate principal amount of \$

50

million at fixed interest rates of

7.25

% and

7.50

%. The Company has elected to apply the optional expedient for hedging relationships affected by reference rate reform. Accordingly, no outstanding balance on the 2023 Senior Notes will preclude cash flow hedging with the existing LIBOR hedging instrument. The Company recognized a gain of \$

0.4

million in earnings for the \$

10

million over hedged portion of the interest rate swap. The remaining gain on this swap included in accumulated other comprehensive income (loss) at December 31, 2023, is \$

1.2

million of which \$

1.1 million will be reclassified into earnings within the next 12 months as interest expense in accordance with the forecasted transactions or the scheduled interest payments on the 2023 Senior Notes.

As of December 31, 2023, the aggregated gains and losses on these interest swaps that is included in accumulated other comprehensive income (loss) are a net gain of \$

0.9 million.

As of December 31, 2023, we had fixed rate long-term debt aggregating \$

110 million and variable rate long-term debt aggregating \$

56 million.

The effect of the interest rate swaps on the consolidated statements of operations was as follows (in thousands):

	For the Years Ended December 31,			Income Statement Classification
	2023	2022	2021	
<b>Derivatives designated as hedges:</b>				
5 year interest rate swap			(	
	260	343	740	
	\$	\$	\$	) Increase (decrease) to interest expense
10 year interest rate swap	(			
	752	655	658	
	)			Increase (decrease) to interest expense
	(		(	
	492	998	82	
	<u>\$</u>	<u>\$</u>	<u>\$</u>	)

## 16. FINANCIAL INSTRUMENTS

The Company's only financial assets and liabilities which are measured at fair value on a recurring basis relate to certain aspects of the Company's benefit plans. We use the market approach to determine the fair value of these assets and liabilities using significant other observable inputs (Level 2) with the assistance of a third-party specialist. We do not have any assets or

liabilities measured at fair value on a recurring basis using quoted prices in an active market (Level 1) or significant unobservable inputs (Level 3). Gains and losses related to the fair value changes in the financial assets and liabilities are recorded in general and administrative expense in the consolidated statements of operations.

The following table summarizes the fair value balances (in thousands):

Fair Value Measurement at December 31, 2023				
	Total	Level 1	Level 2	Level 3
<b>Assets:</b>				
Company owned life insurance policies <sup>(1)</sup>				
	\$ 25,397	\$ —	\$ 25,397	\$ —
	\$ 25,397	\$ —	\$ 25,397	\$ —
<b>Liabilities:</b>				
Deferred compensation liabilities				
	\$ 17,299	\$ —	\$ 17,299	\$ —
	\$ 17,299	\$ —	\$ 17,299	\$ —
Fair Value Measurement at December 31, 2022				
	Total	Level 1	Level 2	Level 3
<b>Assets:</b>				
Company owned life insurance policies <sup>(1)</sup>				
	\$ 23,787	\$ —	\$ 23,787	\$ —
	\$ 23,787	\$ —	\$ 23,787	\$ —
<b>Liabilities:</b>				
Deferred compensation liabilities				
	\$ 16,284	\$ —	\$ 16,284	\$ —
	\$ 16,284	\$ —	\$ 16,284	\$ —

(1) Company owned life insurance policies have cash surrender value and are intended to assist in funding deferred compensation liabilities and other benefit plans.

## 17. STOCK-BASED COMPENSATION

See Note 14 – Equity regarding the assignment and assumption of the following plans by Core Laboratories N.V. to Core Laboratories Inc. as a result of the Redomestication Transaction.

We have two stock incentive plans: the 2020 Long-Term Incentive Plan (the “LTIP”) and the 2023 Non-Employee Director Stock Incentive Plan (the “Director Plan”). We issue shares from either treasury stock or authorized common stock for the following stock-based compensation plans. In 2023, we issued

98,939  
shares out of treasury stock and

239,455  
shares out of authorized common stock. We do not use cash to settle equity instruments issued under stock-based compensation awards.

### 2020 Long-Term Incentive Plan

Under the LTIP, awards may be granted to eligible employees until May 20, 2025, and the maximum number of shares available for award is

13,000,000  
shares. At December 31, 2023, approximately

651,651  
shares remained available for the grant of new awards.

We have granted restricted stock awards under two programs: (1) the Performance Share Award Program ("PSAP"); and (2) the Restricted Share Award Program ("RSAP").

*Performance Share Award Program*

The PSAP allows us to compensate our executive and senior management teams as we meet or exceed our business objectives. The PSAP shares are unvested and may not be sold, assigned, pledged, hedged, margined or otherwise transferred by an award recipient until such time as, and then only to the extent that, the restricted performance shares have vested. In the event of a change in control (as defined in the LTIP) prior to the last day of the Performance Period, as defined, all of the award recipient's restricted performance shares will vest as of the effective date of such change in control. Subject to continued employment with us, or upon death or disability, PSAP shares vest if we meet or exceed our business objectives.

Stock compensation expense includes \$

6.5  
million, \$

3.9  
million and \$

7.3  
million of additional non-cash stock compensation expense in the years ended December 31, 2023, 2022 and 2021, respectively, associated with the 2023, 2022 and 2021 PSAP awards for certain members of our executive management team who became retirement eligible during those years. The

additional stock compensation expense has been recorded in accordance with FASB ASC Topic 718, "Compensation - Stock Compensation", which states that the period over which stock compensation expense is recognized should not extend beyond the eligible retirement age as defined in each executive's PSAP award agreement. The PSAP awards remain unvested until the end of the performance period, and it can be determined whether the performance criteria have been achieved. The executive will not forfeit the right to vest in the awarded shares if they voluntarily retire from the Company after attaining the retirement age as defined in each agreement. These amounts are reflected in the totals below.

On February 11, 2021, certain members of our executive and senior management teams were awarded rights to receive an aggregate of up to

268,298

shares if our calculated ROIC, as defined in the PSAP, achieved certain performance criteria as compared to the Bloomberg Peer Group, as defined in the Performance Share Award Restricted Share Agreement, at the end of the performance period, which ended on the last trading day of 2023 and shares awarded above the target level, were also subject to certain total shareholder return ("TSR") performance criteria, as defined in the PSAP. This arrangement was recorded as an equity award that required us to recognize compensation expense over the shorter of the 3-year performance period or requisite service period, as determined for each participant individually. We recognized expense of \$

1.1

million and \$

6.6

million in 2022 and 2021, respectively. In 2023, we reversed \$

0.5

million of previously recognized expense to revalue the awards to their grant date fair value, upon final determination of the performance criteria. We issued a total of

206,204

awards valued at \$

7.2

million. The participants surrendered

82,021

shares to settle any personal tax liabilities which may result from the award, as permitted by the agreement. We recorded these surrendered shares as treasury stock with an aggregate cost of \$

1.4

million at \$

17.66

per share.

On February 17, 2022, certain members of our executive and senior management teams were awarded rights to receive an aggregate of up to

362,254

shares if our calculated ROIC, as defined in the PSAP, achieves certain performance criteria as compared to the Bloomberg Peer Group, as defined in the Performance Share Award Restricted Share Agreement, at the end of the performance period, which ends on the last trading day of 2024 and shares awarded above the target level, are also subject to certain TSR performance criteria, as defined in the PSAP. This arrangement is recorded as an equity award that requires us to recognize compensation expense originally estimated at \$

9.3

million over the shorter of the 3-year performance period or requisite service period, as determined for each participant individually. We reduced the estimated expense by \$

0.2

million in 2023 based on current expected performance levels, and we have recognized expense of \$

1.2

million and \$

6.4

million in 2023 and 2022, respectively. The unrecognized compensation expense is expected to be recognized over an estimated amortization period of 12 months.

On February 16, 2023, certain members of our executive and senior management teams were awarded rights to receive an aggregate of up to

507,410

shares if our calculated ROIC, as defined in the PSAP, achieves certain performance criteria as compared to the Bloomberg Peer Group, as defined in the Performance Share Award Restricted Share Agreement, at the end of the performance period, which ends on the last trading day of 2025 and shares awarded above the target level, are also subject to certain TSR performance criteria, as defined in the PSAP. This arrangement is recorded as an equity award that requires us to recognize compensation expense estimated at \$

12.3

million over the shorter of the 3-year performance period or requisite service period, as determined for each participant individually, of which \$

8.4

million has been recognized in 2023. The unrecognized compensation expense is expected to be recognized over an estimated amortization period of 24 months.

#### *Restricted Share Award Program*

In 2004, the Compensation Committee of our Board of Directors approved the RSAP to attract and retain key employees, and to better align employee interests with those of our shareholders. Under this arrangement we awarded grants totaling



180,450  
shares,  
  
25,500  
shares and

83,866  
shares in 2023, 2022 and 2021, respectively. Each of these grants has a vesting period of principally either five or six years , and vests ratably on an annual basis. There are no performance accelerators for early vesting for these awards. Awards under the RSAP are classified as equity awards and recorded at the grant-date fair value with the compensation expense recognized over the expected life of the award. As of December 31, 2023, there was \$

8.1  
million of unrecognized total stock-based compensation expense relating to non-vested RSAP awards. The unrecognized compensation expense is expected to be recognized over an estimated weighted-average amortization period of 49 months. The grant-date fair value of shares granted was \$

3.6  
million, \$

0.5  
million and \$

2.8  
million in 2023, 2022 and 2021, respectively. We recognized compensation expense of \$

3.9  
million, \$

4.5  
million and \$

6.1  
million in 2023, 2022 and 2021, respectively. The total grant-date fair value, which is the intrinsic value, of the shares vested was \$

4.1  
million, \$

5.3  
million and \$

6.5  
million in 2023, 2022 and 2021, respectively.

**2023 Non-Employee Director Stock Incentive Plan**

Under the Director Plan, awards may be granted until June 28, 2033 and the maximum number of shares available for award under this plan is

1,400,000  
shares. As of December 31, 2023, approximately

489,225  
shares remained available for the grant of new awards.

We have granted restricted stock awards under the Restricted Share Award Program for Non-Employee Directors (the "Director Program"). The Compensation Committee of our Board of Directors approved the Program to compensate our non-employee Directors.

Under this arrangement we awarded grants totaling

38,514  
shares,

32,910  
shares and

25,842

shares in 2023, 2022 and 2021, respectively. All shares awarded have a vesting period of one year for each grant. There are no performance accelerators for early vesting for these awards. Awards under the Program are classified as equity awards and recorded at the grant-date fair value with compensation expense recognized over the expected life of the award. As of December 31, 2023, there was \$

0.2

million of unrecognized stock-based compensation relating to non-vested Program awards. The unrecognized compensation expense is expected to be recognized over an estimated weighted-average amortization period of 3 months. The grant-date fair value of shares granted was \$

0.9

million, \$

1.0

million and \$

0.8

million in 2023, 2022 and 2021, respectively, and we have recognized compensation expense of \$

0.9

million, \$

1.0

million and \$

1.1

million in 2023, 2022 and 2021, respectively.

#### Equity Compensation Plan Information

Non-vested restricted share awards outstanding as of December 31, 2023 and changes during the year under both the LTIP and the Director Plan are as follows:

	For the Year Ended December 31, 2023	
	Number of Shares	Weighted Average Grant Date Fair Value per Share
Non-vested at December 31, 2022		
	1,014,355	30.29
		\$
Granted	726,374	22.98
		\$
Vested	(	
	336,844	36.46
	)	\$
Forfeited	(	
	169,398	27.38
	)	\$
Non-vested at December 31, 2023		
	1,234,487	24.71
		\$

Stock-based compensation expense under both the LTIP and the Director Plan recognized in the consolidated statement of operations is as follows (in thousands):

	For the Years Ended December 31,		
	2023	2022	2021
Cost of services and product sales			
	4,625	4,572	5,704
	\$	\$	\$

General and administrative expense

9,346

3,184

13,389

Total stock-based compensation expense

13,971

7,756

19,093

\$

\$

\$

## 18. IMPAIRMENTS AND OTHER CHARGES

The geopolitical conflict between Russia and Ukraine, which began in February 2022 and has continued through December 31, 2023, has resulted in disruptions to our operations in Russia and Ukraine. As of December 31, 2023, all laboratory facilities, offices, and locations in Russia and Ukraine continued to operate with no significant impact to local business operations. Therefore, we determined there was no triggering event for long-lived assets in Russia and Ukraine, and no impairment assessments have been performed as of December 31, 2023.

For the years ended December 31, 2023, 2022 and 2021, there were no triggering events during the year and, we determined there was

no

impairment for any of our long-lived assets or asset groups.

We completed our annual impairment assessment of indefinite lived intangible assets and goodwill of our reporting units for the years ended December 31, 2023, 2022 and 2021, by performing qualitative assessments, which indicated we did not meet the threshold of more likely than not that there was impairment and therefore no quantitative tests were required.

No

impairments were recorded for our indefinite lived intangible assets or goodwill for the years ended December 31, 2023, 2022 and 2021.

#### 19. OTHER (INCOME) EXPENSE, NET

The components of other (income) expense, net are as follows (in thousands):

	For the Years Ended December 31,		
	2023	2022	2021
Gain on sale of assets	(	(	(
	200	1,068	427
	\$ )	\$ )	\$ )
Results of non-consolidated subsidiaries	(	(	(
	394	294	62
	)	)	)
Foreign exchange (gain) loss, net			(
	176	229	228
	)	)	)
Rents and royalties	(	(	(
	698	709	571
	)	)	)
Return on pension assets and other pension costs	(	(	(
	1,365	545	306
	)	)	)
Loss on lease abandonment and other exit costs			
	1,146	—	—
Assets write-down			
	1,143	—	—
ATM termination costs			
	455	—	—
Insurance and other settlements	(	(	(
	604	669	2,236
	)	)	)
Severance and other charges			
	—	3,332	—
Gain on sale of business			(
	—	—	1,012
	)	)	)
Other, net	(	(	(
	509	998	753
	)	)	)
Total other (income) expense, net	(	(	(
	850	722	5,595
	\$ )	\$ )	\$ )

In 2022, we sold our ownership interest in mineral rights of certain properties for a net gain of \$

0.7 million which is included in gain on sale of assets.

During the year ended December 31, 2023, we abandoned certain leases in the U.S. and Canada and incurred costs of \$

1.1 million. We integrated and relocated these facilities and wrote down related leasehold improvements and right of use assets of \$

1.1

million.

During the year ended December 31, 2023, we wrote off previously deferred costs of \$

0.5

million upon termination of our 2022 ATM Program. See Note 14 - *Equity* for additional information.

During the year ended December 31, 2023, the State of Louisiana expropriated the access road to one of our facilities and paid us a settlement of \$

0.6

million. The North America mid-continent winter storm in February 2021 caused business interruptions and property losses to certain facilities, and we received insurance settlements of \$

0.7

million and \$

1.6

million in 2022 and 2021, respectively. We incurred property and other losses in a fire incident that occurred in 2020 and we received full and final insurance settlement of \$

0.6

million in 2021.

### ***Foreign Currency Risk***

We operate in a number of international areas which exposes us to foreign currency exchange rate risk. We do not currently hold or issue forward exchange contracts or other derivative instruments for hedging or speculative purposes. Foreign exchange gains and losses result from fluctuations in the USD against foreign currencies and are included in other (income) expense, net in the consolidated statements of operations. We recognized foreign exchange losses in countries where the USD weakened against the local currency and we had net monetary liabilities denominated in the local currency; as well as countries where the USD strengthened against the local currency and we had net monetary assets denominated in the local currency. We recognized foreign exchange gains in countries where the USD strengthened against the local currency and we had net monetary liabilities

denominated in the local currency and in countries where the USD weakened against the local currency and we had net monetary assets denominated in the local currency.

Foreign exchange (gain) loss, net is summarized in the following table (in thousands):

	For the Years Ended December 31,		
	2023	2022	2021
Angolan Kwanza		(	(
	188	2	36
	\$	\$	\$
Australian Dollar		)	)
	81	9	113
British Pound	(		
	408	212	86
	)		
Canadian Dollar			
	156	238	77
Colombian Peso		(	(
	92	430	281
		)	)
Euro		(	(
	438	382	450
		)	)
Indonesian Rupiah			
	82	379	123
Norwegian Krone		(	
	103	31	12
		)	
Russian Ruble	(		(
	375	35	16
	)		)
Turkish Lira	(		
	472	114	47
	)		
Other currencies, net			
	291	87	97
Foreign exchange (gain) loss, net			(
	176	229	228
	\$	\$	\$

## 20. EARNINGS PER SHARE

We compute basic earnings per share by dividing net income attributable to Core Laboratories Inc. by the number of weighted average shares of common stock outstanding during the period. Diluted earnings per share includes the incremental effect of contingently issuable shares from performance and restricted stock awards, as determined using the treasury stock method. The Redomestication Transaction had no effect on earnings per share for the periods presented.

The following table summarizes the calculation of weighted average shares of common stock outstanding used in the computation of basic and diluted earnings per share (in thousands):

	For the Years Ended December 31,		
	2023	2022	2021
Weighted average common shares outstanding - basic	46,683	46,334	46,009
Effect of dilutive securities:			
Restricted shares	97	71	139
Performance shares	743	408	542
Weighted average common shares outstanding - diluted	47,523	46,813	46,690

## 21. SEGMENT REPORTING AND OTHER DISAGGREGATED INFORMATION

### ***Segment Reporting***

We operate our business in

two segments. These complementary operating segments provide different services and products and utilize different technologies for evaluating and improving reservoir performance and increasing oil and gas recovery from new and existing fields:

- *Reservoir Description*: Encompasses the characterization of petroleum reservoir rock and reservoir fluids samples to increase production and improve recovery of crude oil and natural gas from our clients' reservoirs. We provide laboratory-based analytical and field services to characterize properties of crude oil and crude oil-derived products to the oil and gas industry. Services associated with these fluids include determining the quality and measuring the quantity of the reservoir fluids and their derived products, such as gasoline, diesel and biofuels. We also provide proprietary and joint industry studies based on these types of analyses and manufacture associated laboratory equipment. In addition, we provide reservoir description capabilities that support various activities associated with energy transition projects, including services that support carbon capture, utilization and storage, geothermal projects, and the evaluation and appraisal of mining activities around lithium and other elements necessary for energy storage.

- *Production Enhancement*: Includes services and manufactured products associated with reservoir well completions, perforations, stimulation, production and well abandonment. We provide integrated diagnostic services to evaluate and monitor the effectiveness of well completions and to develop solutions aimed at increasing the effectiveness of enhanced oil recovery projects.

We use the same accounting policies to prepare our operating segment results as are used to prepare our consolidated financial statements. All interest and other non-operating income (expense) is attributable to Corporate & Other and is not allocated to specific operating segments. Summarized financial information of our operating segments is shown in the following table (in thousands):

As at and for the years ended:	Reservoir Description	Production Enhancement	Corporate & Other <sup>(1)</sup>	Consolidated
<b>December 31, 2023</b>				
Revenue from unaffiliated clients				
	\$ 333,345	\$ 176,445	\$ —	\$ 509,790
Inter-segment revenue			(	
	156	249	405	—
			)	
Segment operating income				
	41,039	12,519	1,082	54,640
Total assets				
	309,162	161,358	115,875	586,395
Capital expenditures				
	8,312	1,808	459	10,579
Depreciation and amortization				
	11,049	4,099	636	15,784
<b>December 31, 2022</b>				
Revenue from unaffiliated clients				
	\$ 307,691	\$ 182,044	\$ —	\$ 489,735
Inter-segment revenue			(	
	523	315	838	—
			)	
Segment operating income				
	22,902	16,351	2,271	41,524
Total assets				
	307,108	159,628	111,618	578,354
Capital expenditures				
	7,458	2,181	577	10,216
Depreciation and amortization				
	11,630	4,643	888	17,161
<b>December 31, 2021</b>				
Revenue from unaffiliated clients				
	\$ 313,609	\$ 156,643	\$ —	\$ 470,252
Inter-segment revenue			(	
	346	299	645	—
			)	



Segment operating income

28,958 15,163 1,141 45,262

Total assets

305,256 142,310 133,287 580,853

Capital expenditures

9,572 2,281 1,686 13,539

Depreciation and amortization

11,789 5,728 999 18,516

(1) "Corporate and other" represents those items not directly related to a particular operating segment and eliminations.

### Disaggregated Revenue

We derive our revenue from services and product sales contracts with clients primarily in the oil and gas industry. No single client accounted for 10% or more of revenue in any of the periods presented. Summarized financial information of our contracts is shown in the following table (in thousands):

	For the Years Ended December 31,		
	2023	2022	2021
Reservoir Description Services			
	\$ 322,921	\$ 296,201	\$ 296,576
Production Enhancement Services			
	48,993	50,773	47,766
<b>Total Revenue - Services</b>			
	\$ 371,914	\$ 346,974	\$ 344,342
Reservoir Description Product sales			
	\$ 10,424	\$ 11,490	\$ 17,033
Production Enhancement Product sales			
	127,452	131,271	108,877
<b>Total Revenue - Product sales</b>			
	\$ 137,876	\$ 142,761	\$ 125,910
<b>Total Revenue</b>			
	<u>\$ 509,790</u>	<u>\$ 489,735</u>	<u>\$ 470,252</u>

We attribute service revenue to the country in which the service was performed rather than where the reservoir or project is located while we attribute product sales revenue to the country where the product was shipped as we feel this gives a clearer view of our operations. We do, however, have significant levels of service revenue performed and recorded in the U.S. that are

sourced from projects on non-U.S. oilfields. Summarized financial information of our geographic regions is shown in the following table (in thousands):

As at and for the years ended:	United States	Other Countries <sup>(1) (2)</sup>	Consolidated
<b>December 31, 2023</b>			
Revenue			
	\$ 178,549	\$ 331,241	\$ 509,790
Property, plant and equipment, net			
	\$ 50,792	\$ 48,834	\$ 99,626
<b>December 31, 2022</b>			
Revenue			
	\$ 166,701	\$ 323,034	\$ 489,735
Property, plant and equipment, net			
	\$ 54,384	\$ 50,644	\$ 105,028
<b>December 31, 2021</b>			
Revenue			
	\$ 148,183	\$ 322,069	\$ 470,252
Property, plant and equipment, net			
	\$ 58,031	\$ 52,921	\$ 110,952

(1) Revenue earned in other countries, was not individually greater than

10

% of our consolidated revenue in 2023, 2022 and 2021.

(2) Property, plant and equipment, net in other countries, was not individually greater than

10

% of our consolidated property, plant and equipment in 2023, 2022 and 2021.

**CORE LABORATORIES INC.**

**Schedule II - Valuation and Qualifying Account  
(In thousands)**

	<b>Balance at Beginning of Period</b>	<b>Additions Charged to/(Recovered from) Expense</b>	<b>Write-offs</b>	<b>Other <sup>(1)</sup></b>	<b>Balance at End of Period</b>
<b>Year ended December 31, 2023</b>					
Reserve for credit losses			(		
	2,214	179	113	—	2,280
	\$	\$	\$	\$	\$
<b>Year ended December 31, 2022</b>					
Reserve for credit losses		(	(		
	3,225	6	1,006	1	2,214
	\$	\$	\$	\$	\$
<b>Year ended December 31, 2021</b>					
Reserve for credit losses		(	(		
	4,068	256	588	1	3,225
	\$	\$	\$	\$	\$

*(1) Comprised primarily of differences due to changes in exchange rate.*

**DESCRIPTION OF REGISTRANT'S SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934**

The following description sets forth certain material terms and provisions of the securities of Core Laboratories Inc. (the "Company") that are registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The following summary does not purport to be complete and is subject to, and is qualified in its entirety by reference to the applicable provisions of Delaware General Corporation Law ("DGCL") and the Company's certificate of incorporation and bylaws, copies of which are incorporated by reference as an exhibit to the Annual Report on Form 10-K.

**Authorized Share Capital**

Our certificate of incorporation authorizes the Company to issue 206,000,000 shares of capital stock, consisting of 200,000,000 shares of common stock, par value \$0.01 per share, ("Common Stock") and 6,000,000 preferred stock, par value \$0.01 per share ("Preferred Stock"). The number of authorized shares of Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares then outstanding) by the affirmative vote of a majority of holders of the then-outstanding shares.

**Rights of Common Stock**

**Voting Rights.** Holders of shares of Common Stock are entitled to one vote per share held of record on all matters to be voted upon by the stockholders. Our certificate of incorporation does not provide cumulative voting rights in connection with the election of directors. Under our bylaws, in connection with an election of directors at any meeting of our stockholders at which a quorum is present, each nominee for election is elected by the vote of a plurality of votes cast. Except as otherwise provided by applicable law, the rules and regulations of any stock exchange applicable to the Company, our certificate of incorporation, or our bylaws, the affirmative vote of a two-thirds majority in voting power of the shares present in person or represented by proxy at the meeting and entitled to vote is required to approve all matters other than the election of directors and certain non-binding advisory votes.

**Dividend Rights.** Holders of shares of Common Stock are entitled to ratably receive dividends when and if declared by the board of directors out of funds legally available for that purpose, subject to any statutory or contractual restrictions on the payment of dividends and to any prior rights and preferences that may be applicable to any outstanding Preferred Stock.

**Liquidation Rights.** Upon the liquidation, dissolution, distribution of assets or other winding up of the Company's affairs, the holders of Common Stock are entitled to share, on a pro rata basis, the assets of the Company available for distribution to the stockholders after payment of liabilities to the Company's creditors and the liquidation preference or prior distribution rights of any outstanding shares of Preferred Stock that may be issued in the future.

**Other Rights and Restrictions.** No holder of shares of Common Stock has preemptive or conversion rights to subscribe for any shares of capital stock of the Company issued in the future. There are no redemption or sinking fund provisions applicable to the Common Stock. All outstanding shares of Common Stock are fully paid and non-assessable.

**Preferred Stock**

Our certificate of incorporation authorizes the board of directors from time to time to issue shares of Preferred Stock in one or more classes or series, par value \$0.01 per share, up to an aggregate of 6,000,000

shares, and, with respect to each such class or series, to fix the number of shares constituting such class or series and the designations, powers, preferences, rights, qualifications, limitations and restrictions in respect of the shares of such class or series, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences, without vote or action by the Company's stockholders.

### **Anti-Takeover Effects of Provisions of the Company's Certificate of Incorporation, Bylaws and Delaware Law**

Some provisions of Delaware law, our certificate of incorporation and our bylaws contain provisions that could make the following transactions more difficult: acquisitions by means of a tender offer, proxy contest or otherwise; or removal of the Company's incumbent officers and directors. These provisions may also have the effect of preventing changes the Company's management. It is possible that these provisions could make it more difficult to accomplish or could deter transactions that stockholders may otherwise consider to be in their best interest or in the Company's best interests, including transactions that might result in a premium over the market price for shares of the Company's Common Stock.

These provisions are expected to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of the Company to first negotiate with the Company. We believe that the benefits of increased protection and the Company's potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure the Company outweigh the disadvantages of discouraging these proposals because, among other things, negotiation of these proposals could result in an improvement of their terms.

### ***Classified Board of Directors***

Our certificate of incorporation and bylaws provide for a classified board of directors. Our Board is divided into three classes, with the directors of each class as nearly equal in number as possible. The directors of each class serve a term that expires at the third succeeding annual meeting of our stockholders after their election, and each director holds office until his or her successor is duly elected and qualified. At each annual meeting of our stockholders, the term of a different class of our directors expires. As a result, approximately one-third of our Board will be elected each year.

The classification of directors will have the effect of making it more difficult for stockholders to change the composition of our Board. Our certificate of incorporation and bylaws provide that, subject to any rights of holders of Preferred Stock to elect additional directors under specified circumstances, the number of directors will be fixed from time to time exclusively pursuant to a resolution adopted by our board of directors.

Our certificate of incorporation also provides that:

- the classified board provisions may not be amended without the affirmative vote of the holders of at least 66 2/3% of the outstanding shares of our common stock;
- no decrease in the number of our directors will shorten the term of any incumbent director; and
- a director may be removed only for cause.

As described below under "Removal of Directors and Vacancies," our certificate of incorporation also provides generally that any vacancies will be filled only by the affirmative vote of a majority of our remaining directors, even if less than a quorum. Therefore, without an amendment to our certificate of incorporation, our board of directors could prevent any stockholder from enlarging our board of directors and filling the new directorships with that stockholder's own nominees.

The classification of our board of directors could prevent a party who acquires control of a majority of our outstanding “voting stock” (defined to include all outstanding shares of capital stock of the Company or another corporation entitled to vote generally in the election of directors) from obtaining control of our board of directors until the second annual stockholders’ meeting following the date the party obtains that control.

#### ***Removal of Directors and Vacancies***

Our certificate of incorporation provides that directors may be removed only for cause by the affirmative vote of 66 2/3% in voting power of the then-outstanding shares of stock entitled to vote thereon. Our bylaws provide that, subject to the rights of the holders of any outstanding series of Preferred Stock and unless otherwise required by law or resolution of our board of directors, newly created vacancies on the board of directors arising through death, resignation or removal, an increase in the number of directors or otherwise may be filled by a majority of the directors then in office, even if less than a quorum.

#### ***No Stockholder Action by Written Consent***

Our certificate of incorporation and bylaws provides that, subject to the rights of any holders of Preferred Stock to act by written consent instead of a meeting, stockholder action may be taken only at an annual meeting or special meeting of stockholders and may not be taken by written consent in lieu of a meeting.

#### ***Special Meetings of Stockholders***

Our certificate of incorporation and bylaws provide that special meetings of the stockholders may be called only by or at the direction of the board of directors or by the Chairperson of the board of directors. Our bylaws prohibit the conduct of any business at a special meeting other than as specified in the notice for such meeting. These provisions may have the effect of deferring, delaying or discouraging hostile takeovers or changes in control or management.

#### ***Requirements for Advance Notification of Stockholder Meetings, Nominations and Proposals***

Our bylaws contain advance notice procedures with respect to stockholder proposals and the nomination of candidates for election as directors, other than nominations made by or at the direction of the board of directors or a committee of the board of directors. In order for any matter to be “properly brought” before a meeting, a stockholder must comply with these advance notice requirements. Generally, such notice must be received by the Company at our registered offices in Houston, Texas no earlier than the close of business on the 150<sup>th</sup> day prior to the date of the annual meeting and no later than the close of business on the later of (i) the 120<sup>th</sup> day prior to the date of the annual meeting or, (ii) if the first public announcement of the date of the annual meeting is fewer than 100 days prior to the date of such meeting, the 10<sup>th</sup> day following the day on which public announcement of the date of the annual meeting is first made.

Our bylaws allow the presiding officer at a meeting of the stockholders to adopt rules and regulations for the conduct of meetings which may have the effect of precluding the conduct of certain business at a meeting if the rules and regulations are not followed. These provisions may also defer, delay or discourage a potential acquirer from conducting a solicitation of proxies to elect the acquirer’s own slate of directors or otherwise attempting to obtain control of the Company.

#### ***Authorized but Unissued Shares***

Authorized but unissued shares of Common Stock and Preferred Stock will be available for future issuance

without any further vote or action by the stockholders. These additional shares may be utilized for a variety of corporate purposes, including future public offerings to raise additional capital, corporate acquisitions and employee benefit plans. The existence of authorized but unissued shares of Common Stock and Preferred Stock could render more difficult or discourage an attempt to obtain control over the Company by means of a proxy contest, tender offer, merger or otherwise.

#### ***Delaware Business Combination Statute***

Section 203 of the DGCL prohibits a Delaware corporation, including those whose securities are listed for trading on the New York Stock Exchange, from engaging in any business combination with any interested stockholder for a period of three years following the date that the stockholder became an interested stockholder, unless:

- the transaction is approved by the board of directors before the date the interested stockholder attained that status;
- upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced; or
- on or after such time the business combination is approved by the board of directors and authorized at a meeting of stockholders by at least two thirds of the outstanding voting stock that is not owned by the interested stockholder.

Under Section 203, the restrictions described above do not apply to specific business combinations proposed by an interested stockholder following the announcement or notification of designated extraordinary transactions involving the corporation and a person who had not been an interested stockholder during the previous three years or who became an interested stockholder with the approval of a majority of the corporation's directors, if a majority of the directors who were directors prior to any person's becoming an interested stockholder during the previous three years, or were recommended for election or elected to succeed those directors by a majority of those directors, approve or do not oppose that extraordinary transaction.

Generally, under Section 203, a "business combination" includes a merger, asset or stock sale, or other transaction resulting in a financial benefit to the "interested stockholder," and an "interested stockholder" is a person who, together with affiliates and associates, owns or, within three years prior to the determination of interested stockholder status, did own 15% or more of a corporation's outstanding voting stock. A Delaware corporation may opt out of these provisions either with an express provision in its original certificate of incorporation or in an amendment to its certificate of incorporation or bylaws approved by its stockholders. We elected to opt out of these provisions at the time of our redomestication from the Netherlands to the State of Delaware in May 2023.

#### ***Forum Selection***

Our certificate of incorporation provides that, subject to limited exceptions, the Court of Chancery of the State of Delaware will be the exclusive forum for:

- any derivative action or proceeding brought on behalf of the Company;
- any action asserting a breach of fiduciary duty owed by any current or former director, officer or stockholder of the Company to either the Company or our stockholders;
- any action asserting a claim arising pursuant to any provision of the DGCL;

- or any action asserting a claim governed by the internal affairs doctrine.

Our certificate of incorporation also provides that, to the fullest extent permitted by applicable law, the federal district courts of the U.S. are the exclusive forum for resolving any complaint asserting a cause of action arising under the U.S. Securities Act of 1933, as amended, subject to and contingent upon a final adjudication in the State of Delaware of the enforceability of such exclusive forum provision. Notwithstanding the foregoing, the exclusive forum provision does not apply to suits brought to enforce any liability or duty created by the U.S. Securities Exchange Act of 1934, as amended, or any other claim for which the federal courts have exclusive jurisdiction.

Our certificate of incorporation also provides that any person or entity purchasing or otherwise acquiring any interest in shares of the Company's capital stock will be deemed to have notice of and to have consented to this forum selection provision. However, it is possible that a court could find our forum selection provision to be inapplicable or unenforceable.

### **Corporate Opportunities**

Delaware law permits corporations to adopt provisions renouncing any interest or expectancy in certain opportunities that are presented to the corporation or its officers, directors or stockholders. Our certificate of incorporation renounces, to the maximum extent permitted from time to time by Delaware law, any interest or expectancy that the Company may have in, or right to be offered an opportunity to participate in, specified business opportunities that are from time to time presented to our directors or their respective affiliates, other than those directors or affiliates who are the Company's or its subsidiaries' employees.

Our certificate of incorporation provides that, to the fullest extent permitted by law, any director who is not employed by the Company (including any non-employee director who serves as one of its officers in both his director and officer capacities) or his or her affiliates has no duty to refrain from (i) engaging in a corporate opportunity in the same or similar lines of business in which the Company or its affiliates now engage or propose to engage or (ii) otherwise competing with the Company or its affiliates. In addition, to the fullest extent permitted by law, in the event that any non-employee director acquires knowledge of a potential transaction or other business opportunity which may be a corporate opportunity for themselves or himself or their or his affiliates or for the Company or its affiliates, such person has no duty to communicate or offer such transaction or business opportunity to the Company or any of its affiliates and they may take any such opportunity for themselves or offer it to another person or entity. Our certificate of incorporation does not renounce its interest in any business opportunity that is expressly offered to a non-employee director solely in his or her capacity as a director or officer of the Company. To the fullest extent permitted by law, no business opportunity will be deemed to be a potential corporate opportunity for Company unless it would be permitted to undertake the opportunity under its certificate of incorporation, the Company has sufficient financial resources to undertake the opportunity and the opportunity would be in line with the Company's business.

### **Limitation of Liability and Indemnification Matters**

The DGCL authorizes corporations to limit or eliminate the personal liability of directors to corporations and their stockholders for monetary damages for certain breaches of directors' fiduciary duties as directors, and our certificate of incorporation includes such an exculpation provision, which serves to limit the liability of our directors and certain of our officers for monetary damages for breach of their fiduciary duty as directors, except for liability that cannot be eliminated under the DGCL. Delaware law provides that directors of a company will not be personally liable for monetary damages for breach of their fiduciary duty as directors, except for liabilities:



- for any breach of their duty of loyalty to the Company or its stockholders;
- for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- for unlawful payment of dividend or unlawful stock repurchase or redemption, as provided under Section 174 of the DGCL; or
- for any transaction from which the director derived an improper personal benefit.

Any amendment, repeal or modification of these provisions will be prospective only and would not affect any limitation on liability of a director for acts or omissions that occurred prior to any such amendment, repeal or modification.

Our certificate of incorporation includes provisions that indemnify, to the fullest extent allowable under the DGCL, the personal liability of directors or officers for monetary damages for actions taken as a director or officer of the Company, or for serving at our request as a director or officer or another position at another corporation or enterprise, as the case may be. Our certificate of incorporation and bylaws also provide that we must advance reasonable expenses to our directors and officers, subject to the receipt of an undertaking by or on behalf of the indemnified party. Our bylaws also permit the Company to purchase insurance on behalf of any officer, director, employee or other agent for any liability arising out of that person's actions as an officer, director, employee or agent of the Company, regardless of whether Delaware law would permit indemnification.

The limitation of liability and indemnification provisions in our certificate of incorporation and bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duty. These provisions may also have the effect of reducing the likelihood of derivative litigation against our directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders.

However, these provisions do not limit or eliminate our rights, or those of any stockholder, to seek non-monetary relief such as injunction or rescission in the event of a breach of a director's duty of care. The provisions do not alter the liability of directors under the federal securities laws. In addition, our stockholders' investment may be adversely affected to the extent that, in a class action or direct suit, we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions.

**CORE LABORATORIES INC.**

**2023 NON-EMPLOYEE DIRECTOR STOCK INCENTIVE PLAN**

**Restricted Share Award Agreement**

**THIS AGREEMENT** is made as of \_\_\_\_\_, 20\_\_ by and between **Core Laboratories Inc.**, a Delaware corporation (the "Company"), and \_\_\_\_\_ ("Participant"), in order to carry out the purposes of the **Core Laboratories Inc. 2023 Non-employee Director Stock Incentive Plan**, as amended (the "Plan"), by issuing Participant unfunded and unsecured rights to acquire shares of common stock of the Company, subject to certain restrictions, and in consideration of the mutual agreements and other matters set forth herein and in the Plan, the Company and Participant hereby agree as follows:

**I. Definitions**

**1.1 Definitions**

Wherever used in this Agreement, the following words and phrases when capitalized will have the meanings ascribed below, unless the context clearly indicates to the contrary, and all other capitalized terms used in this Agreement, which are not defined below, will have the meanings set forth in the Plan.

(1) **"Agreement"** means this Restricted Share Award Agreement between Participant and the Company.

(2) **"Date of Grant"** means, with respect to each grant of Restricted Shares, the applicable Date of Grant set forth on Appendix A of this Agreement.

(3) **"Directors"** means the non-employee members of the Board of Directors.

(4) **"Forfeiture Restrictions"** means the Forfeiture Restrictions as set forth in Section 3.1 herein.

(5) **"Restricted Period"** means, with respect to each grant of Restricted Shares, the one-year period commencing on \_\_\_\_\_, 20\_\_.

(6) **"Restricted Shares"** means the right to acquire shares of common stock of the Company issued in Participant's name pursuant to this Agreement, subject to the Forfeiture Restrictions, and as the context may require, any such shares so issued in Participant's name.

(7) **"Service"** means Participant's status as a non-employee director of the Company.

(8) **"Vest"** means the lapse of the Forfeiture Restrictions with respect to all or a portion of the Restricted Shares.

**1.2 Number and Gender**

Wherever appropriate herein, words used in the singular will be considered to include the plural, and words used in the plural will be considered to include the singular. The masculine gender, where appearing herein, will be deemed to include the feminine gender where appropriate.

**1.3 Headings of Articles and Sections**

The headings of Articles and Sections herein are included solely for convenience. If there is any conflict between such headings and the text of this Agreement, the text will control. All references to Articles, Sections, and Paragraphs are to this document unless otherwise indicated.

**II. Award of Restricted Shares**

**2.1 Award of Restricted Shares**

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Effective as of the Date of Grant, the Company awards to Participant the right to receive, after and to the extent the Forfeiture Restrictions lapse, the number of shares of common stock set forth on Appendix A of this Agreement, subject to certain restrictions and shall be herein referred to as the "Restricted Shares." The rights awarded to Participant pursuant to this Agreement are unsecured and unfunded rights to receive the Restricted Shares, which rights shall be subject to the terms, conditions, and restrictions set forth in this Agreement and the Plan. Participant hereby accepts the Restricted Shares and agrees with respect thereto to the terms and conditions set forth in this Agreement and the Plan.

## **2.2 Subsequent Awards**

In the sole discretion of the Company, subsequent grants of Restricted Shares to Participant, if any, may be evidenced by amending Appendix A of this Agreement to reflect such subsequent grant. Any such subsequent grant of Restricted Shares shall be issued upon acceptance by Participant and upon satisfaction of the conditions of this Agreement and the Plan. Participant shall accept any such subsequent grant of Restricted Shares when issued and agrees with respect thereto to the terms and conditions set forth in this Agreement and the Plan. Regardless of the number of subsequent grants of Restricted Shares, if any, evidenced by this Agreement, this Agreement shall be interpreted to apply separately to each grant of Restricted Shares.

## **III. Forfeiture Restrictions**

### **3.1 Forfeiture Restrictions**

(a) The Restricted Shares may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of to the extent then subject to the Forfeiture Restrictions (as hereinafter defined). In the event of termination of Participant's Service for reasons other than death or disability, Participant shall, for no consideration, forfeit to the Company all Restricted Shares to the extent then subject to the Forfeiture Restrictions. The prohibition against transfer and the obligation to forfeit and surrender Restricted Shares to the Company upon termination of Service for reasons other than death or disability are herein referred to as the "Forfeiture Restrictions."

(b) The Forfeiture Restrictions shall be binding upon and enforceable against any transferee of Restricted Shares. The prohibitions of this Section 3.1 shall not apply to the transfer of Restricted Shares pursuant to a plan of reorganization of the Company, but the stock, securities or other property received in exchange therefor shall also become subject to the Forfeiture Restrictions and provisions governing the lapsing of such Forfeiture Restrictions applicable to the original Restricted Shares for all purposes of this Agreement.

## **IV. Vesting**

### **4.1 Vesting/Lapse of Forfeiture Restrictions**

(a) Except as provided in Section 4.2 and Section 4.3, no Restricted Shares shall Vest if Participant's Service is terminated prior to the last day of the Restricted Period for reasons other than death or disability.

### **4.2 Acceleration of Vesting**

In the event of a Change in Control prior to the last day of a Restricted Period and while Participant is in the Service of the Company or a Subsidiary (or in the event of a termination of Participant's Service for any reason whatsoever prior to the last day of a Restricted Period and upon the date upon which a Change in Control occurs), all of the Restricted Shares with respect to such Restricted Period shall Vest as of the effective date of such Change in Control.

### **4.3 Effect of Termination of Service on Vesting**

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(a) Upon termination of Participant's Service for any reason other than death or disability, the Restricted Shares shall be immediately forfeited to the extent not then Vested.

(b) Upon termination of Participant's Service by reason of death or disability, the Restricted Shares shall not be immediately forfeited, but rather shall become Vested as of the end of the Restricted Period, to be delivered to the Participant upon the expiration of the Restricted Period and not upon termination for one of these reasons.

## **V. Delivery of Restricted Shares**

### **5.1 Delivery of Restricted Shares**

As soon as practicable after the Restricted Shares become Vested, and subject to the tax withholding referred to in Section 7.4, the Company shall deliver to Participant evidence of share ownership, issued in Participant's name for the number of such Vested Restricted Shares.

## **VI. Status of Restricted Shares and Restrictions**

### **6.1 Status of Restricted Shares**

With respect to the status of the Restricted Shares, at the time of execution of this Agreement Participant understands and agrees to all of the following:

(a) Participant agrees that the Restricted Shares will not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable securities laws, whether federal or state.

(b) Participant agrees that (i) the Company may refuse to register the Restricted Shares on the stock transfer records of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable securities law, and (ii) the Company may give related instructions to its transfer agent, if any, to stop registration of the Restricted Shares.

### **6.2 Certificates and Shareholder Rights**

Restricted Shares shall not constitute issued and outstanding shares of common stock until issued and delivered in accordance with this Agreement and the Plan. Prior to the time the Restricted Shares are issued and delivered, Participant will not have the right to vote any Restricted Shares, to receive or retain any dividends or distributions paid or distributed on issued and outstanding shares of common stock or to exercise any other rights, powers and privileges of a shareholder with respect to any Restricted Shares. In accordance with the provisions of Article V, the Company shall deliver to Participant stock certificates, or an equivalent evidence of share ownership, issued in Participant's name for the number of Restricted Shares that have become Vested.

### **6.3 Corporate Acts**

The existence of the Restricted Share awards shall not affect in any way the right or power of the Board of Directors or the shareholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of debt or equity securities, the dissolution or liquidation of the Company or any sale, lease, exchange or other disposition of all or any part of its assets or business or any other corporate act or proceeding; provided, however, that in the event of a stock split, stock dividend paid in shares, or similar reorganization affecting all or substantially all of the Company's shares, the Restricted Shares shall similarly and automatically be split or reorganized without further action or decision by the Company or the Compensation Committee of the Board of Directors of the Company (the "Committee"). The prohibitions of Section 3.1 shall not apply to the transfer of Restricted Share awards pursuant to a plan of reorganization of the Company, but the stock, securities or other property received in exchange therefor shall also become subject to the Forfeiture Restrictions and provisions governing the

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lapsing of such Forfeiture Restrictions applicable to the original Restricted Shares for all purposes of this Agreement.

## **VII. Miscellaneous**

### **7.1 Service Relationship**

For purposes of this Agreement, any question as to whether and when there has been a termination of Participant's Service, and the cause of such termination, shall be determined by the Committee, and its determination will be final.

### **7.2 Notices**

For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been duly given when personally delivered or (i) if Participant is outside of the United States at the time of transmission of such notice, when sent by courier, facsimile, or electronic mail, and (ii) if Participant is within the United States at the time of transmission of such notice, when mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the Company at its principal executive office and to Participant at the last address filed with the Company or to such other address as either party may furnish to the other in writing in accordance herewith, except that notices of changes of address will be effective only upon receipt.

### **7.3 Restrictions on Transfer of Shares**

No Restricted Shares may be sold, exchanged, transferred (including, without limitation, any transfer to a nominee or agent of Participant), assigned, pledged, hypothecated, or otherwise disposed of, including by operation of law, in any manner that violates the Forfeiture Restrictions and any other provisions of this Agreement, and, until the date on which such Forfeiture Restrictions lapse, any such attempted disposition shall be void. The Company shall not be required (i) to transfer on its books any shares that will have been transferred in violation of this Agreement or (ii) to treat as owner of such shares, to accord the right to vote as such owner, or to pay dividends to any transferee to whom such shares will have been so transferred.

### **7.4 Withholding of Tax**

To the extent that the receipt of Restricted Shares or the lapse of any Forfeiture Restriction results in compensation income to Participant for federal or state income tax purposes, Participant shall deliver to the Company at the time of such event such amount of money or shares of common stock as the Company may require to meet all obligations under applicable tax laws or regulations, and, if Participant fails to do so, the Company is authorized to withhold or cause to be withheld from any remuneration in cash or shares of common stock then or thereafter payable to Participant for any tax attributable to the Participant required to be withheld by reason of such resulting compensation income.

### **7.5 No Employment Rights Conferred**

No provision of this Agreement shall confer any right upon Participant to employment with the Company or any Subsidiary, if applicable.

### **7.6 Limitation of Rights**

No provision of this Agreement shall be construed to give Participant or any other person any interest in any fund or in any specified asset or assets of the Company or a Subsidiary.

### **7.7 Binding Effect**

This Agreement shall be binding upon and inure to the benefit of any successors to the Company and all persons lawfully claiming under Participant.

### **7.8 Governing Law**

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This Agreement shall be governed by, and construed in accordance with, the laws of the state of Texas.

**IN WITNESS WHEREOF**, the Company has caused this Agreement to be duly executed by its officer thereunto duly authorized, and Participant has executed this Agreement, all effective as of the Date of Grant.

**CORE LABORATORIES INC.**

By:

Name:

Title:

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**APPENDIX A**  
**Restricted Share Award Agreement**

<b>Effective Date of Grant</b>	<b>Number of Restricted Shares</b>	<b>Restricted Period Begins</b>	<b>Restricted Period Ends</b>
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**CORE LABORATORIES INC.  
2020 LONG-TERM INCENTIVE PLAN  
Performance Share Award  
Restricted Share Agreement  
(ROIC Based)**

**THIS AGREEMENT** is made as of \_\_\_\_\_, 20\_\_ by and between **Core Laboratories Inc.**, a Delaware corporation (the "Company"), and \_\_\_\_\_ ("Participant") in order to carry out the purposes of the **Core Laboratories Inc. 2020 Long-Term Incentive Plan**, as amended (the "Plan"), by issuing Participant unfunded and unsecured rights to acquire shares of common stock of the Company, subject to certain restrictions, and in consideration of the mutual agreements and other matters set forth herein and in the Plan, the Company and Participant hereby agree as follows:

**I. Definitions**

**1.1 Definitions**

Wherever used in this Agreement, the following words and phrases when capitalized will have the meanings ascribed below, unless the context clearly indicates to the contrary, and all other capitalized terms used in this Agreement, which are not defined below, will have the meanings set forth in the Plan.

(1) **"Agreement"** means this Performance Share Award Restricted Share Agreement (ROIC Based) between Participant and the Company.

(2) **"Date of Grant"** means, with respect to each grant of Restricted Performance Shares, the applicable Date of Grant set forth on Appendix A of this Agreement.

(3) **"Forfeiture Restrictions"** means the Forfeiture Restrictions as set forth in Section 3.1 herein.

(4) **"Good Status"** shall mean that there has been no determination (whether orally or in writing, provided that if such determination is oral it shall within thirty (30) days be reduced to writing) by a senior executive officer of the Company that Participant (a) has engaged in gross negligence or willful misconduct in the performance of his or her duties with respect to the Company or any of its subsidiaries (whether or not majority owned directly or indirectly by the Company), (b) has been indicted on a misdemeanor involving moral turpitude or a felony (or a crime of similar import in a foreign jurisdiction), (c) has willfully refused without proper legal reason to perform his or her duties and responsibilities to the Company or any Subsidiary faithfully and to the best of his or her abilities, (d) has breached any material provision of a written employment agreement or corporate policy or code of conduct established by the Company or any such Subsidiary, (e) has willfully engaged in conduct that he or she knows or should know is injurious to the Company or any such Subsidiary, (f) has failed to meet the performance objectives or standards established for his or her job position by his or her employer, or (g) has violated the United States Foreign Corrupt Practices Act, generally codified in 15 U.S.C. § 78, as amended, or other applicable laws (whether domestic or foreign). For purposes of clause (d) of the preceding sentence, a breach of a material provision of a written employment agreement or corporate policy or code of conduct shall include, but not be limited to, any breach that results in Participant's Termination of Service.

(5) **"Peer Group"** means that group of Companies tracked by Bloomberg as being in the same category as the Company.

(6) **"Performance Criteria"** means that the Restricted Performance Shares will Vest to the extent the Company's Return on Invested Capital meets the criteria described in Appendix A to this Agreement at the end of the Performance Period.

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- (7) **“Performance Period”** means, with respect to each grant of Restricted Performance Shares, the three-year period commencing on January 1, 20\_\_ and ending on December 31, 20\_\_.
- (8) **“Retirement”** means voluntary termination of employment by the Participant on or after reaching the age of 62 years.
- (9) **“Restricted Performance Shares”** means the right to acquire shares of common stock of the Company issued in Participant’s name pursuant to this Agreement, subject to the Forfeiture Restrictions, and as the context may require, any such shares so issued in Participant’s name.
- (10) **“Return on Invested Capital”** means net operating profit after tax divided by total invested capital.
- (11) **“Service”** means Participant’s status as an employee in Good Status with the Company or a Subsidiary or a corporation or parent or subsidiary of such corporation assuming or substituting the Restricted Performance Shares.
- (12) **“Termination of Service”** means a Participant who is employed but not in Good Status or Participant’s separation from service with the Company and its affiliates within the meaning of section 409A(a)(2)(A)(i) of the Code (and applicable administrative guidance thereunder).
- (13) **“Vest”** means the lapse of the Forfeiture Restrictions with respect to all or a portion of the Restricted Performance Shares.

#### **1.2 Number and Gender**

Wherever appropriate herein, words used in the singular will be considered to include the plural, and words used in the plural will be considered to include the singular. The masculine gender, where appearing herein, will be deemed to include the feminine gender where appropriate.

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### **1.3 Headings of Articles and Sections**

The headings of Articles and Sections herein are included solely for convenience. If there is any conflict between such headings and the text of this Agreement, the text will control. All references to Articles, Sections, and Paragraphs are to this document unless otherwise indicated.

## **II. Award of Restricted Performance Shares**

### **2.1 Award of Restricted Performance Shares**

Effective as of the Date of Grant, the Company awards to Participant the right to receive, after and to the extent the Forfeiture Restrictions lapse, the number of shares of common stock set forth on Appendix A of this Agreement, subject to certain restrictions and shall be herein referred to as the "Restricted Performance Shares." The rights awarded to Participant pursuant to this Agreement are unsecured and unfunded rights to receive the Restricted Performance Shares, which rights shall be subject to the terms, conditions, and restrictions set forth in this Agreement and the Plan. Participant hereby accepts the Restricted Performance Shares and agrees with respect thereto to the terms and conditions set forth in this Agreement and the Plan.

### **2.2 Subsequent Awards**

In the sole discretion of the Company, subsequent grants of Restricted Performance Shares to Participant, if any, may be evidenced by amending Appendix A of this Agreement to reflect such subsequent grant. Any such subsequent grant of Restricted Performance Shares shall be issued upon acceptance by Participant and upon satisfaction of the conditions of this Agreement and the Plan. Participant shall accept any such subsequent grant of Restricted Performance Shares when issued and agrees with respect thereto to the terms and conditions set forth in this Agreement and the Plan. Regardless of the number of subsequent grants of Restricted Performance Shares, if any, evidenced by this Agreement, this Agreement shall be interpreted to apply separately to each grant of Restricted Performance Shares.

## **III. Forfeiture Restrictions**

### **3.1 Forfeiture Restrictions**

(a) The Restricted Performance Shares may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of to the extent then subject to the Forfeiture Restrictions (as hereinafter defined). In the event of Participant's Termination of Service by the Company for Cause or for the Participant's material breach of his or her employment agreement with the Company (both as defined in that employment agreement), Participant shall, for no consideration, forfeit to the Company all Restricted Performance Shares to the extent then subject to the Forfeiture Restrictions. In addition, in the event the Return on Invested Capital for the Performance Period does not meet the Performance Criteria, Participant shall, for no consideration, forfeit to the Company the Restricted Performance Shares pursuant to the provisions of Section 4.1. The prohibition against transfer and the obligation to forfeit and surrender Restricted Performance Shares to the Company upon (i) Termination of Service by the Company for Cause or for the Participant's material breach of his or her employment agreement with the Company or (ii) the Return on Invested Capital for the Performance Period being less than the Performance Criteria are herein referred to as the "Forfeiture Restrictions."

(b) The Forfeiture Restrictions shall be binding upon and enforceable against any transferee of Restricted Performance Shares. The prohibitions of this Section 3.1 shall not apply to the transfer of Restricted Performance Shares pursuant to a plan of reorganization of the Company, but the stock, securities or other property received in exchange therefor shall also become subject to the Forfeiture Restrictions and provisions governing the lapsing of such Forfeiture Restrictions applicable to the original Restricted Performance Shares for all purposes of this Agreement.

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#### **IV. Vesting**

##### **4.1 Vesting/Lapse of Forfeiture Restrictions**

(a) As soon as administratively practicable after the close of the NYSE market on the last day of the Performance Period, the Compensation Committee of the Board of Directors of the Company (the "Committee") shall compare the Company's Return on Invested Capital to the Peer Group's Return on Invested Capital as published by Bloomberg at the close of the NYSE market on that day, consistent with the process described in the Performance Criteria shown on Appendix A to this Agreement. The Committee's determinations pursuant to the preceding sentence shall be certified by the Committee in writing and delivered to the Secretary of the Company. For purposes of the preceding sentence, certified in writing can be accomplished by e-mail confirmation by all Committee members, a unanimous consent signed by all Committee members or approved minutes of the Committee meeting in which the certification is made. Provided the Performance Criteria are met, the Restricted Performance Shares shall fully Vest on the first calendar day of the year immediately following conclusion of the Performance Period, it being the intention for the shares to Vest, if at all, in the year 20\_\_.

(b) Notwithstanding any provision of Section 4.1(a) to the contrary, no Restricted Performance Shares shall Vest if there is a Termination of Service prior to the last day of the Performance Period, except as provided in Sections 4.2 and 4.3.

##### **4.2 Acceleration of Vesting Upon Change in Control**

In the event of a Change in Control prior to the last day of the Performance Period, all of the Restricted Performance Shares with respect to such Performance Period shall Vest as of the effective date of such Change in Control, measured using the actual result of the Performance Criteria as of the most recent quarter-end.

##### **4.3 Effect of Termination of Service on Vesting**

Upon termination of Participant's Service (i) due to Participant's death or disability, (ii) by the Company without Cause, (iii) by the Participant upon his or her Retirement from the Company, (iv) by Participant for Good Reason (as defined in Participant's employment agreement with the Company), or (v) by Company upon written notice of non-renewal of Participant's employment agreement with the Company at expiration of the term, the Restricted Performance Shares shall not be forfeited, but rather may become Vested, but only to the extent the Performance Criteria outlined in Appendix A to this Agreement are met at the end of the Performance Period.

#### **V. Delivery of Restricted Performance Shares**

##### **5.1 Delivery of Restricted Performance Shares**

As soon as practicable after the Restricted Performance Shares become Vested, and subject to the tax withholding referred to in Section 7.4, the Company shall deliver to Participant stock certificates, or an equivalent evidence of share ownership, issued in Participant's name for the number of such Vested Restricted Performance Shares.

#### **VI. Status of Restricted Performance Shares and Restrictions**

##### **6.1 Status of Restricted Performance Shares**

With respect to the status of the Restricted Performance Shares, at the time of execution of this Agreement Participant understands and agrees to all of the following:

(a) Participant agrees that the Restricted Performance Shares will not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable securities laws, whether federal or state.

(b) Participant agrees that (i) the Company may refuse to register the Restricted Performance Shares on the stock transfer records of the Company if such proposed transfer would in the opinion

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of counsel satisfactory to the Company constitute a violation of any applicable securities law, and (ii) the Company may give related instructions to its transfer agent, if any, to stop registration of the Restricted Performance Shares.

### **6.2 Certificates and Shareholder Rights**

Restricted Performance Shares shall not constitute issued and outstanding shares of common stock until issued and delivered in accordance with this Agreement and the Plan. Prior to the time the Restricted Performance Shares are issued and delivered, Participant will not have the right to vote any Restricted Performance Shares, to receive or retain any dividends or distributions paid or distributed on issued and outstanding shares of common stock or to exercise any other rights, powers and privileges of a shareholder with respect to any Restricted Performance Shares. In accordance with the provisions of Article V, the Company shall deliver to Participant stock certificates, or an equivalent evidence of share ownership, issued in Participant's name for the number of Restricted Performance Shares that have become Vested.

### **6.3 Corporate Acts**

The existence of the Restricted Performance Shares shall not affect in any way the right or power of the Board of Directors or the shareholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of debt or equity securities, the dissolution or liquidation of the Company or any sale, lease, exchange or other disposition of all or any part of its assets or business or any other corporate act or proceeding; provided, however, that in the event of a stock split, stock dividend paid in shares, or similar reorganization affecting all or substantially all of the Company's shares, the Restricted Performance Shares shall similarly and automatically be split or reorganized without further action or decision by the Company or the Committee. The prohibitions of Section 3.1 shall not apply to the transfer of Restricted Performance Shares pursuant to a plan of reorganization of the Company, but the stock, securities or other property received in exchange therefor shall also become subject to the Forfeiture Restrictions and provisions governing the lapsing of such Forfeiture Restrictions applicable to the original Restricted Performance Shares for all purposes of this Agreement.

## **VII. Miscellaneous**

### **7.1 Service Relationship**

For purposes of this Agreement, any question as to whether and when there has been a Termination of Service, and the cause of such termination, shall be determined by the Committee, and its determination will be final. Without limiting the scope of the preceding sentence, it is expressly provided that Participant shall be considered to have terminated Service at the time of the termination of the "Subsidiary" status under the Plan of the entity or other organization that employs Participant.

### **7.2 Notices**

For purposes of this Agreement, notices and all other communications provided for herein will be in writing and will be deemed to have been duly given when personally delivered or (i) if Participant is outside of the United States at the time of transmission of such notice, when sent by courier, facsimile, or electronic mail, and (ii) if Participant is within the United States at the time of transmission of such notice, when mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the Company at its principal executive office and to Participant at the last address filed with the Company or to such other address as either party may furnish to the other in writing in accordance herewith, except that notices of changes of address will be effective only upon receipt.

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### **7.3 Restrictions on Transfer of Shares**

No Restricted Performance Shares may be sold, exchanged, transferred (including, without limitation, any transfer to a nominee or agent of Participant), assigned, pledged, hypothecated, or otherwise disposed of, including by operation of law, in any manner that violates the Forfeiture Restrictions and any other provisions of this Agreement, and, until the date on which such Forfeiture Restrictions lapse, any such attempted disposition shall be void. The Company shall not be required (i) to transfer on its books any shares that will have been transferred in violation of this Agreement or (ii) to treat as owner of such shares, to accord the right to vote as such owner, or to pay dividends to any transferee to whom such shares will have been so transferred.

### **7.4 Withholding of Tax**

To the extent that the receipt of Restricted Performance Shares or the lapse of any Forfeiture Restriction results in compensation income to Participant for federal or state income tax purposes, Participant shall deliver to the Company at the time of such event such amount of money or shares of common stock as the Company may require to meet all obligations under applicable tax laws or regulations, and, if Participant fails to do so, the Company is authorized to withhold or cause to be withheld from any remuneration in cash or shares of common stock then or thereafter payable to Participant for any tax attributable to the Participant required to be withheld by reason of such resulting compensation income.

### **7.5 No Employment Rights Conferred**

No provision of this Agreement shall confer any right upon Participant to continued employment with the Company or any Subsidiary, if applicable.

### **7.6 Limitation of Rights**

No provision of this Agreement shall be construed to give Participant or any other person any interest in any fund or in any specified asset or assets of the Company or a Subsidiary.

### **7.7 Binding Effect**

This Agreement shall be binding upon and inure to the benefit of any successors to the Company and all persons lawfully claiming under Participant.

### **7.8 Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the state of Texas.

**IN WITNESS WHEREOF**, the Company has caused this Agreement to be duly executed by its officer thereunto duly authorized, and Participant has executed this Agreement, all effective as of the Date of Grant.

**CORE LABORATORIES INC.**

By:

Name:

Title:

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**APPENDIX A**  
**Performance Share Award**  
**Restricted Share Agreement**  
**(ROIC Based)**

**AWARD OF RESTRICTED PERFORMANCE SHARES**

Date of Grant	Number of Restricted Performance Shares	Performance Period Begins	Performance Period Ends	Full Vesting Performance Criteria
		January 1, 20__ December 31, 20__		<p>50% of the award will Vest if the Company is in the top 35<sup>th</sup> percentile of ROIC among the Peer Group, as measured and determined by the Compensation Committee at the end of the Performance Period; 100% of the award will Vest if the Company is in the top 55<sup>th</sup> percentile of ROIC of the Peer Group, as measured and determined by the Compensation Committee at the end of the Performance Period; and 175% of the award will Vest if the Company is in top 85<sup>th</sup> percentile of ROIC of the Peer Group, as measured and determined by the Compensation Committee at the end of the Performance Period. The number of Restricted Performance Shares that Vest from the 50% to the 100% level of the award will be interpolated on a straight-line basis between the 35<sup>th</sup> and 55<sup>th</sup> percentile of ROIC. The number of Restricted Performance Shares that Vest from the 100% to the 175% level of the award will be interpolated on a straight-line basis between the 55<sup>th</sup> and 85<sup>th</sup> percentile of ROIC. However, for purposes of including an absolute total shareholder return ("TSR") modifier over the Performance Period, if the Company's TSR, as measured over the Performance Period is negative, then the number of shares that could Vest above the 100% level of the award (i.e., the 100% up to the maximum</p>

175% amount) will be reduced by one-half. The absolute TSR modifier will not affect any award up to the 100% level of the award.

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# Policies & Procedures

xt: Core Laboratories Inc. (the “Company”)  
rtive Compensation Recoupment Policy

re Date: November 8, 2023

This policy is designed to provide for recovery by the Company of executive incentive-based compensation in the event of an accounting restatement.

## Introduction

The Board of Directors of the Company (the “**Board**”) believes that it is in the best interests of the Company and its shareholders to create and maintain a culture that emphasizes integrity and accountability and that reinforces the Company’s pay-for-performance compensation philosophy. The Board has therefore adopted this policy which provides for the recoupment of certain executive compensation in the event of an accounting restatement resulting from material noncompliance with financial reporting requirements under the federal securities laws (the “**Policy**”).

This policy is designed to comply with the applicable rules of The New York Stock Exchange Listed Company Manual (the “**NYSE Rules**”), and Section 10D and Rule 10D-1 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Definitions section, below.

## Administration

This Policy shall be administered by the Compensation Committee (if composed entirely of independent directors, or in the absence of such a committee, a majority of independent directors serving on the Board) (the “**Committee**”). The Committee is authorized to interpret and construe this Policy and to make all determinations necessary, appropriate, or advisable for the administration of this Policy and for the Company’s compliance with NYSE Rules, Section 10D, Rule 10D-1 and any other applicable law, regulation, rule or interpretation of the SEC or NYSE promulgated or issued in connection therewith. Any determination made by the Committee shall be final and binding on all affected individuals.

Any member of the Committee who assists in the administration of this Policy shall not be personally liable for any action, determination or interpretation made with respect to

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this Policy and shall be fully indemnified by the Company to the maximum extent allowable under applicable law and Company policy with respect to any such action, determination or interpretation. The foregoing sentence shall not limit any other rights to indemnification of the members of the Board under applicable law or Company policy.

### **Covered Executives**

This Policy applies to the Company's current and former executive officers who are or were previously designated as an "officer" of the Company as defined in Rule 16a-1(f) under the Exchange Act (each, a "**Covered Executive**"). For the avoidance of doubt, the identification of an executive officer for purposes of this Policy shall include each executive officer who is or was identified pursuant to Item 401(b) of Regulation S-K, as well as the principal financial officer and principal accounting officer (or, if there is no principal accounting officer, the controller).

### **Recoupment of Erroneously Awarded Compensation**

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

- (i) After an Accounting Restatement, the Committee shall determine the amount of any Erroneously Awarded Compensation Received by each Covered Executive and shall promptly notify such Covered Executive with a written notice containing the amount of any Erroneously Awarded Compensation and a demand for repayment or return of such compensation, as applicable.
- (ii) For Incentive Compensation based on (or derived from) the Company's stock price or total shareholder return, where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in the applicable Accounting Restatement:
  - (a) The amount to be repaid or returned shall be determined by the Committee based on a reasonable estimate of the effect of the Accounting Restatement on the Company's stock price or total shareholder return upon which the Incentive Compensation was Received; and
  - (b) The Company shall maintain documentation of the determination of such reasonable estimate and provide the relevant documentation as required to the New York Stock Exchange.
- (iii) The Committee shall have discretion to determine the appropriate means of recovering Erroneously Awarded Compensation based on the particular facts and circumstances. Notwithstanding the foregoing, except as set forth herein to the contrary, in no event may the Company accept an amount that is less than the amount of Erroneously Awarded Compensation in satisfaction of a Covered Executive's obligations hereunder.

(iv) To the extent a Covered Executive has already reimbursed the Company for any Erroneously Awarded Compensation Received under any duplicative recovery obligations established by the Company or applicable law, it shall be appropriate for any such reimbursed amount to be credited to the amount of Erroneously Awarded Compensation that is subject to recovery under this Policy.

(v) To the extent a Covered Executive fails to repay all Erroneously Awarded Compensation to the Company when due, the Company shall take all actions reasonable and appropriate to recover such Erroneously Awarded Compensation from such Covered Executive. The Covered Executive shall be required to reimburse the Company for any and all expenses reasonably incurred (including legal fees) by the Company in recovering such Erroneously Awarded Compensation in accordance with the immediately preceding sentence.

### **Method of Recoupment**

The Committee will determine, in its sole discretion, the method for recouping Erroneously Awarded Compensation hereunder, which may include, without limitation:

- (i) requiring reimbursement of Incentive Compensation previously paid;
- (ii) seeking recovery of any gain realized on the vesting, exercise, settlement, sale, transfer, or other disposition of any equity awards, including time-based equity awards;
- (iii) offsetting the recouped amount from any compensation otherwise owed by the Company to the Covered Executive;
- (iv) cancelling outstanding vested or unvested equity awards; and/or
- (v) taking any other remedial and recovery action permitted by law, as determined by the Committee.

### **Impracticability**

Notwithstanding anything in this Policy to the contrary, the Company shall not be required to take action in respect of the recoupment of Erroneously Awarded Compensation if the Committee (which, as specified above, is composed entirely of independent directors or in the absence of such a committee, a majority of the independent directors serving on the Board) determines that recoupment would be impracticable and any of the following two conditions are met:

- (i) the Committee has determined that the direct expenses paid to a third party to assist in enforcing the Policy would exceed the amount to be recovered. Before making this determination, the Company must make a reasonable attempt to recover the Erroneously Awarded Compensation, document such attempt(s) and provide such documentation to the New York Stock Exchange;

(ii) recoupment would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of Section 401(a)(13) or Section 411(a) of the Internal Revenue Code of 1986, as amended, and regulations thereunder.

#### **Prohibition on Indemnification**

The Company shall not be permitted to insure or indemnify any Covered Executive against (i) the loss of any Erroneously Awarded Compensation that is repaid, returned or recovered pursuant to the terms of this Policy, or (ii) any claims relating to the Company's enforcement of its rights under this Policy. Further, the Company shall not enter into any agreement that exempts any Incentive Compensation that is granted, paid or awarded to a Covered Executive from the application of this Policy or that waives the Company's right to recoupment of any Erroneously Awarded Compensation, and this Policy shall supersede any such agreement (whether entered into before, on or after the Effective Date of this Policy).

#### **Interpretation**

The Committee is authorized to interpret and construe this Policy and to make all determinations necessary, appropriate, or advisable for the administration of this Policy. It is intended that this Policy be interpreted in a manner that is consistent with the requirements of the Exchange Act and any applicable rules or standards adopted by the Securities and Exchange Commission ("**SEC**") or any national securities exchange on which the Company's securities are listed.

#### **Effective Date**

This Policy shall be effective as of November 8, 2023 (the "**Effective Date**") and shall apply to all Incentive Compensation that is Received by any Covered Executive on or after October 2, 2023.

#### **Amendment; Termination**

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

#### **Other Recoupment Rights**

The Board intends that this Policy will be applied to the fullest extent required by applicable law. Any employment agreement, equity award agreement, compensatory

plan or any other agreement or arrangement with a Covered Executive shall be deemed to include, as a condition to the grant of any benefit thereunder, an agreement by the Covered Executive to abide by the terms of this Policy. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company under applicable law, regulation or rule or pursuant to the terms of any policy of the Company or any provision in any employment agreement, equity award agreement, compensatory plan, agreement or other arrangement.

### **Successors**

This Policy shall be binding and enforceable against all Covered Executives and, to the extent required by applicable law or guidance from the SEC or NYSE, their beneficiaries, heirs, executors, administrators or other legal representatives.

### **Disclosure Requirements**

The Company shall file all disclosures with respect to this Policy required by applicable SEC filings and rules.

### **Written Acknowledgement**

The Committee may provide notice to and seek written acknowledgement of this Policy from each Covered Executive in form and substance substantially similar to Exhibit A attached hereto; provided that the failure to provide such notice or obtain such acknowledgement shall not affect the applicability or enforceability of this Policy.

### **Definitions**

In addition to terms otherwise defined in this Policy, the following terms, when used in this Policy, shall have the following meanings:

- (1) “**Accounting Restatement**” means an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements (a “Big R” restatement), or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (a “little r” restatement).
- (2) “**Clawback Eligible Incentive Compensation**” means all Incentive Compensation Received by a Covered Executive:
  - (i) on or after October 2, 2023,
  - (ii) after beginning service as a Covered Executive,

(iii) who was a Covered Executive at any time during the applicable performance period relating to any Incentive Compensation (whether or not such Covered Executive is serving at the time the Erroneously Awarded Compensation is required to be repaid to the Company),

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

(v) during the applicable Clawback Period.

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

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

(5) “**Financial Reporting Measure**” means any measure that is determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, and all other measures that are derived wholly or in part from such measures. Stock price and total shareholder return (and any measures that are derived wholly or in part from stock price or total shareholder return) shall, for purposes of this Policy, be considered Financial Reporting Measures. For the avoidance of doubt, a Financial Reporting Measure need not be presented in the Company’s financial statements or included in a filing with the SEC. Financial Reporting Measures include, without limitation:

(i) Company stock price;

(ii) Total shareholder return;

(iii) Earnings before interest and taxes (EBIT);

(iv) Return measures such as return on invested capital, return on assets or return on equity; and

(v) Earnings measures such as earnings per share.

(6) “**Incentive Compensation**” means any compensation that is granted, earned or vested based wholly or in part upon the attainment of a Financial Reporting Measure, including, without limitation:

(i) Annual bonuses and other short- and long-term cash incentives;

(ii) Stock options;

- (iii) Stock appreciation rights;
- (iv) Restricted stock;
- (v) Restricted stock units;
- (vi) Performance shares; and
- (vii) Performance units.

(7) “**Received**” means, with respect to any Incentive Compensation, actual or deemed receipt. Incentive Compensation shall be deemed received in the Company’s fiscal period during which the Financial Reporting Measure specified in the Incentive Compensation award is attained, even if the payment or grant of the Incentive Compensation to the Covered Executive occurs after the end of that period.

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

**Exhibit A**

**ATTESTATION AND ACKNOWLEDGEMENT  
OF  
INCENTIVE COMPENSATION RECOUPMENT POLICY**

By my signature below, I acknowledge and agree that:

- I have received and read the attached Incentive Compensation Recoupment Policy (this “**Policy**”).
- I hereby agree to abide by all of the terms of this Policy both during and after my employment with the Company, including, without limitation, by promptly repaying or returning any Erroneously Awarded Compensation to the Company as determined in accordance with this Policy.

Signature: \_

Printed Name: \_

Date: \_

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## **Employment Agreement**

**(Amended and Restated as of February 1, 2024)**

**THIS EMPLOYMENT AGREEMENT** (this "**Agreement**") is made by and between **CORE LABORATORIES INC.** and Lawrence V. Bruno ("**Executive**").

### **W I T N E S S E T H:**

**WHEREAS**, Executive is currently an employee of Core Laboratories Inc. and/or one or more of its Affiliates ("**Company**"); and

**WHEREAS**, Company desires to continue to employ Executive on the terms and conditions, and for the consideration, hereinafter set forth, and Executive is desirous of continuing to be employed by Company on such terms and conditions, and for such consideration.

**NOW, THEREFORE**, for and in consideration of the amounts and benefits to be paid and provided to Executive under this Agreement and the mutual promises, covenants, and undertakings contained herein, Company and Executive, each intending to be legally bound, hereby agree as follows:

### **Article I Employment and Duties**

1.1 **Employment; Effective Date**. Company agrees to employ Executive, and Executive agrees to be employed by Company, beginning as of the Effective Date and continuing for the period of time set forth in Article III of this Agreement, subject to the terms and conditions of this Agreement.

1.2 **Position**. From and after the Effective Date, Company shall employ Executive in the position of President and Chief Executive Officer, or in such other comparable executive position as Company and Executive may mutually agree.

1.3 **Duties and Services**. Executive agrees to serve in the position referred to in Section 1.2 and to perform diligently and to the best of Executive's abilities the duties and services appertaining to such office, as well as such additional duties and services appropriate to such office upon which the parties mutually may agree from time to time. Executive's employment shall also be subject to the policies maintained and established by Company, as the same may be amended from time to time.

1.4 **Other Interests**. Executive agrees, during the period of Executive's employment by Company, to devote Executive's primary business time, energy, and best efforts to the business and affairs of Company and its Affiliates and not to engage, directly or indirectly, in any other business or businesses, whether or not similar to that of Company, except with the consent of the Board of Directors. The foregoing notwithstanding, the parties recognize and agree that Executive may, without consent of the Board of Directors, engage in charitable, civic, and other business activities that do not conflict with the business and affairs of Company and in passive personal investments, so long as such activities do not interfere with Executive's performance of Executive's duties hereunder.

1.5 **Duty of Loyalty**. Executive acknowledges and agrees that Executive owes a fiduciary duty of loyalty, fidelity, and allegiance to act at all times in the best interests of Company. In keeping with these duties, Executive shall make full disclosure to Company of all business opportunities pertaining to Company's business and shall not appropriate for Executive's own benefit business opportunities concerning the subject matter of the fiduciary relationship.



## **Article II**

### **Compensation and Benefits**

2.1 **Base Salary.** During the period of this Agreement, Executive shall receive a minimum annual base salary: \$886,912. Executive's annual base salary shall be reviewed by the Board of Directors (or a committee thereof) on an annual basis, and, in the sole discretion of the Board of Directors (or such committee), such annual base salary may be increased, but not decreased, no less than once every calendar year. Executive's annual base salary shall be paid in equal installments in accordance with Company's standard policy regarding payment of compensation to executives but no less frequently than monthly.

2.2 **Bonuses.** Executive shall be eligible to receive a maximum annual bonus of up to 200% of Executive's annual base salary with the amount of such bonus to be determined by the Committee based upon criteria established from time to time by the Committee, with such maximum being two-times the "target" bonus as used elsewhere in this Agreement.

2.3 **Employee Benefits.** Executive and, to the extent applicable, Executive's spouse, dependents, and beneficiaries, shall be allowed to participate in all benefits, plans, and programs, including improvements or modifications of the same, which are now, or may hereafter be, available to other executive employees of Company (or such Affiliate at whose offices Executive spends a majority of Executive's working time, as the case may be). Such benefits, plans, and programs shall include, without limitation, any deferred compensation plan, matching share program, performance share program, profit sharing plan, thrift plan, retirement plan, health insurance or health care plan, life insurance (including any available supplemental insurance), disability insurance (including any available supplemental insurance), pension plan, supplemental retirement plan, stock option plan, vacation and sick leave plan, and the like which may be maintained by Company (or such Affiliate, as the case may be) for Executive specifically or for employees of Executive's seniority and position generally. Company shall not, however, by reason of this Section be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such benefit, plan, or program, so long as such changes are similarly applicable to executive employees specifically, and no worse than all other employees generally; *provided, however*, that in the case of any discontinuation of any such benefit, plan or program, Company shall continue to provide such benefit or coverage through one or more individual insurance plan(s) paid for by Company or be self-funded by Company with comparable individual benefits or coverage at its expense.

#### **2.4 Deferred Compensation Plan Contributions.**

(a) *Discretionary Contributions.* During Executive's employment hereunder, Executive shall be allowed to participate in the Core Laboratories Deferred Compensation Plan (as amended from time to time, the "**DCP**"). Executive shall be eligible to receive unvested contributions from Company to Executive's "Employer Discretionary Account" (as defined in the DCP) as described in this Section 2.4(a) during each year that Executive is employed hereunder until Executive reaches the age of 70 years. During the first calendar quarter of each year that Executive is employed hereunder, Company shall credit Executive's Employer Discretionary Account with an unvested contribution in an amount equal to 20% of Executive's base salary as of January 1 of the immediately preceding year (such contribution, a "**Discretionary Contribution**"). Executive shall cease to be eligible to receive additional Discretionary Contributions to Executive's Employer Discretionary Account after the date that Executive reaches the age of 70 years. For the avoidance of doubt, each Discretionary Contribution is intended to constitute an "Employer Discretionary Deferral" under the DCP and is in addition to any "Employer Matching Deferral" (as defined in the DCP) that may be made by Company on Executive's behalf.

(b) *Vesting.* Executive shall vest as to any and all unvested Discretionary Contributions made to Executive's Employer Discretionary Account on the date that Executive reaches the age of 62 years (the "**Vesting Date**") so long as Executive has remained continuously employed by Company or its Affiliate until the Vesting Date; provided that, notwithstanding anything to the contrary contained herein, with respect to any Discretionary Contributions made to Executive's Employer Discretionary Account after the Vesting Date, Executive shall immediately vest as to each such Discretionary Contribution on the date that Company makes such Discretionary Contribution to Executive's Employer Discretionary Account. Subject to the

immediately preceding sentence, any unvested contributions made to Executive's Employer Discretionary Account will become null and void and will be forfeited if Executive's employment hereunder is terminated prior to the Vesting Date; provided that, notwithstanding the foregoing, if (i) Executive's employment shall be terminated by Company for any reason other than those encompassed by Sections 3.2(c) or 3.2(d), (ii) Executive's employment with Company shall be terminated by Executive for Good Reason, or (iii) Executive's employment with Company shall be terminated by Company upon expiration of the then-current Initial Period or Renewal Period by written notice of non-renewal pursuant to Section 3.1, in each case, prior to the Vesting Date, Executive shall immediately vest on the date of such termination of employment as to any and all unvested Discretionary Contributions made to Executive's Employer Discretionary Account. In addition, if a "Change in Control" (as defined in the DCP) occurs at any time during Executive's employment hereunder, Executive shall immediately vest on the date of such Change in Control as to any and all unvested Discretionary Contributions made to Executive's Employer Discretionary Account.

(c) *Settlement.* Executive shall receive payment of vested Discretionary Contributions made to Executive's Employer Discretionary Account upon Executive's "Termination of Service" (as defined in the DCP) in accordance with the terms and conditions of Article VII of the DCP.

(d) *Other.* Executive acknowledges and agrees that the Discretionary Contributions described in this Section 2.4 are subject to the terms and conditions applicable to Employer Discretionary Deferrals under the DCP.

2.5 **Business and Entertainment Expenses.** During Executive's employment hereunder, subject to Company's standard policies and procedures with respect to expense reimbursement as applied to its executive employees generally, Company shall reimburse Executive for, or pay on behalf of Executive, reasonable and appropriate expenses incurred by Executive for business-related purposes, including, but not limited to, dues and fees to industry and professional organizations and costs of entertainment and business development.

2.6 **Indemnification.** Company agrees to indemnify Executive against any and all liabilities arising out of Executive's employment duties to the extent such liabilities are not covered by any insurance maintained by Company or Executive, including any liabilities that are caused by or result from an act or omission constituting the negligence of Executive in the performance of such duties, but excluding liabilities that are caused by or result from Executive's own gross negligence or willful misconduct.

### **Article III** **Term and Termination of Employment**

3.1 **Term.** Unless sooner terminated pursuant to other provisions hereof, Company agrees to employ Executive for the period beginning on the Effective Date and ending on the first anniversary of the Effective Date (the "**Initial Period**"); *provided, however*, that upon the expiration of the Initial Period and each subsequent Renewal Period (defined herein) thereafter, the term of Executive's employment under this Agreement shall automatically renew and extend for an additional one-year period (each period, a "**Renewal Period**") unless, on or before the date that is 60 days prior to the expiration of the then-current Initial Period or Renewal Period, either party provides the other party with written notice of non-renewal, in which case the term of this Agreement shall expire, and Executive's employment shall terminate, upon the expiration of the then-current Initial Period or Renewal Period (unless earlier terminated pursuant to Section 3.2 or Section 3.3 below).

3.2 **Company's Right to Terminate.** Notwithstanding the provisions of Section 3.1, Company shall have the right to terminate Executive's employment under this Agreement at any time for any of the following reasons:

- (a) Upon Executive's death;
- (b) Upon Executive's Disability;

(c) For Cause;

(d) For Executive's material breach of any material provision of this Agreement which, if correctable, remains uncorrected for thirty days following written notice to Executive by Company of such breach; or

(e) For any other reason whatsoever, in the sole discretion of the Board of Directors.

**3.3 Executive's Right to Terminate.** Notwithstanding the provisions of Section 3.1, Executive shall have the right to terminate Executive's employment under this Agreement at any time for any of the following reasons:

(a) For Good Reason; or

(b) For any other reason whatsoever, in the sole discretion of Executive.

**3.4 Notice of Termination.** If Company or Executive desires to terminate Executive's employment hereunder at any time prior to expiration of the term of employment as provided in Section 3.1, Company or Executive shall do so by giving written notice of such termination to the other party and stating the effective date and reason for such termination; *provided, however*, that no such action shall alter or amend any other provisions hereof or rights arising hereunder, including, without limitation, the provisions of Articles V and VI hereof. For all purposes of this Agreement, Executive shall be considered to have terminated employment with Company when Executive incurs a "separation from service" with Company within the meaning of Section 409A(a)(2)(A)(i) of the Code and applicable administrative guidance issued thereunder.

#### **Article IV** **Effect of Termination of Employment**

**4.1 Termination of Employment.** If Executive's employment hereunder shall (x) be terminated by Executive prior to the expiration of the term provided in Section 3.1 for any reason whatsoever (other than as described in the following sentence), or (y) be terminated by Company prior to expiration of the term provided in Section 3.1 for any reason whatsoever (other than as described in the following sentence), then all compensation and benefits to Executive hereunder shall terminate contemporaneously with the termination of such employment, except for such benefits as may be required by law. Notwithstanding the foregoing, if:

(a) within two years following the occurrence of a Change in Control, (A) Executive's employment with Company shall be terminated by Company for any reason other than those encompassed by Sections 3.2(a), 3.2(b), 3.2(c), or 3.2(d), (B) Executive's employment with Company shall be terminated by Executive for Good Reason, or (C) Executive's employment with Company shall be terminated by Company upon expiration of the then-current Initial Period or Renewal Period by written notice of non-renewal pursuant to Section 3.1, then in each case, Company shall (i) pay Executive the Change in Control Payment and (ii) provide Executive with the Change in Control Benefits;

(b) at any time other than within two years following the occurrence of a Change in Control, (A) Executive's employment with Company shall be terminated by Company for any reason other than those encompassed by Sections 3.2(a), 3.2(b), 3.2(c), or 3.2(d), (B) Executive's employment with Company shall be terminated by Executive for Good Reason, or (C) Executive's employment with Company shall be terminated by Company upon expiration of the then-current Initial Period or Renewal Period by written notice of non-renewal pursuant to Section 3.1, then in each case, Company shall (i) pay Executive the Severance Payment and (ii) provide Executive with the Severance Benefits; and

(c) at any time, Executive's employment with Company shall be terminated by Executive due to his or her voluntary retirement from the Company on or after having reached the age of 62, then Company shall provide Executive with the Post-retirement Benefits.

The Change in Control Payment or Severance Payment, whichever is applicable, described in the preceding sentence shall be divided into substantially equal installments paid over the 12-month period on Company's regularly scheduled pay dates following the date on which Executive's employment terminates; *provided, however*, that (x) to the extent, if any, that the aggregate amount of the installments of the Change in Control Payment or Severance Payment, whichever is applicable, that would otherwise be paid pursuant to the preceding provisions of this section after March 15 of the calendar year following the calendar year in which such date of termination occurs (the "**Applicable March 15**") exceeds the maximum exemption amount under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A), then such excess shall be paid to Executive in a lump sum on the Applicable March 15 (or the first business day preceding the Applicable March 15 if the Applicable March 15 is not a business day) and the installments of the Change in Control Payment or Severance Payment, whichever is applicable, payable after the Applicable March 15 shall be reduced by such excess (beginning with the installment first payable after the Applicable March 15 and continuing with the next succeeding installment until the aggregate reduction equals such excess), (y) all remaining installments of the Change in Control Payment or Severance Payment, whichever is applicable, if any, that would otherwise be paid pursuant to the preceding provisions of this section after December 31 of the calendar year following the calendar year in which such date of termination occurs shall be paid with the installment of the Change in Control Payment or Severance Payment, whichever is applicable, if any, due in December of the calendar year following the calendar year in which such date of termination occurs, and (z) if required to satisfy the provisions of Section 409A(a)(2)(B)(i) of the Code, the Change in Control Payment or Severance Payment, whichever is applicable, (with interest on such payment from the date of Executive's termination of employment to the actual date of payment at the prime rate of interest published in The Wall Street Journal on the date of termination of Executive's employment (or if not published on that date, on the next following date when published)) shall be paid by Company to Executive not earlier than but as soon as practicable on or in any event within five days after the earlier of the date of Executive's death or the date that is six months after the date of termination of Executive's employment. Executive hereby agrees to be bound by Company's determination of its "specified employees" (as such term is defined in Section 409A of the Code) in accordance with any of the methods permitted under the regulations issued under Section 409A of the Code.

**4.2 No Duty to Mitigate Losses.** Executive shall have no duty to find new employment following the termination of Executive's employment under circumstances that require Company to pay any amount to Executive pursuant to this Article IV. Any salary or remuneration received by Executive from a third party for the providing of personal services (whether by employment or by functioning as an independent contractor) following the termination of Executive's employment under circumstances pursuant to which this Article IV applies shall not reduce Company's obligation to make a payment to Executive (or the amount of any such payment) pursuant to the terms of this Article IV.

**4.3 Liquidated Damages.** In light of the difficulties in estimating the damages for an early termination of this Agreement, Company and Executive hereby agree that the payments, if any, to be received by Executive pursuant to this Article IV shall be received by Executive as liquidated damages and not as a penalty.

**4.4 Other Compensation Programs.** This Agreement governs the rights and obligations of Executive and Company with respect to Executive's annual base salary and certain perquisites of employment. Except as otherwise provided herein, Executive's rights and obligations both during the term of Executive's employment and thereafter with respect to stock options, restricted stock, incentive and deferred compensation, life insurance policies insuring the life of Executive, and other benefits under plans and programs maintained by Company shall be governed by the separate agreements, plans, programs, and other documents and instruments governing such matters, or as may be provided by law. Notwithstanding anything else in this Agreement, including this Section 4.4, any restricted stock award that has been granted to Executive during Executive's employment with Company shall not be forfeited upon Executive's voluntary retirement from Company on or after having reached the age of 62 years, but instead shall vest, to the extent and at the time, the criteria outlined in any Award Agreement (the "**Award Agreement**") are met as described in that Award Agreement.

**4.5 Certain Excise Taxes.** Notwithstanding anything to the contrary in this Agreement, if Executive is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the payments and benefits

provided for in this Agreement, together with any other payments and benefits which Executive has the right to receive from Company or any of its Affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the payments and benefits provided for in this Agreement shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by Executive from Company or any of its Affiliates shall be one dollar (\$1.00) less than three times Executive's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Executive shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to Executive (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The reduction of payments and benefits hereunder, if applicable, shall be made by reducing, first, payments or benefits to be paid in cash hereunder in the order in which such payment or benefit would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time) and, then, reducing any benefit to be provided in-kind hereunder in a similar order. The determination as to whether any such reduction in the amount of the payments and benefits provided hereunder is necessary shall be made by Company in good faith. If a reduced payment or benefit is made or provided and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from Company or any of its affiliates used in determining if a "parachute payment" exists, exceeds one dollar (\$1.00) less than three times Executive's base amount, then Executive shall immediately repay such excess to Company upon notification that an overpayment has been made. Nothing in this Section 4.5 shall require Company to be responsible for, or have any liability or obligation with respect to, Executive's excise tax liabilities under Section 4999 of the Code.

## **Article V**

### **Protection of Information**

**5.1 Disclosure to Executive.** Company shall (a) disclose to Executive, or place Executive in a position to have access to or develop, trade secrets or confidential information of Company or its Affiliates, and/or (b) entrust Executive with business opportunities of Company or its Affiliates, and/or (c) place Executive in a position to develop business goodwill on behalf of Company or its Affiliates.

**5.2 Disclosure to and Property of Company.** All information, ideas, concepts, improvements, discoveries, and inventions, whether patentable or not, which are conceived, made, developed, or acquired by Executive, individually or in conjunction with others, during Executive's employment by Company (whether during business hours or otherwise and whether on Company's premises or otherwise) that relate to Company's business, products, or services (including, without limitation, all such information relating to corporate opportunities, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisitions prospects, the identity of customers or their requirements, the identity of key contacts within the customer's organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names, and marks) shall be disclosed to Company and are and shall be the sole and exclusive property of Company. Moreover, all documents, drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, E-mail, voice mail, electronic databases, maps, and all other writings or materials of any type embodying any of such information, ideas, concepts, improvements, discoveries, and inventions are and shall be the sole and exclusive property of Company. Upon termination of Executive's employment by Company, for any reason, Executive promptly shall deliver the same, and all copies thereof, to Company.

**5.3 No Unauthorized or Damaging Use or Disclosure.** Executive will not, at any time during or after Executive's employment by Company, make any unauthorized disclosure of any confidential business information or trade secrets of Company or its Affiliates, or make any use thereof, except in the carrying out of Executive's employment responsibilities hereunder. Affiliates of Company shall be third party beneficiaries of Executive's obligations under this Section. As a result of Executive's employment by Company, Executive may also from time to time have access to, or knowledge of, confidential business information or trade secrets of third parties, such as customers, suppliers, partners, joint venturers, and the like, of Company and its Affiliates. Executive also agrees to preserve and protect the confidentiality of such

third party confidential information and trade secrets to the same extent, and on the same basis, as Company's confidential business information and trade secrets. Executive shall refrain, both during the employment relationship and after the employment relationship terminates, from publishing any oral or written statements about Company, any of its Affiliates, or any of such entities' officers, employees, agents, or representatives (a) that are slanderous, libelous, or defamatory, or (b) that disclose private or confidential information about Company, any of its Affiliates, or any of such entities' business affairs, officers, employees, agents, or representatives, or (c) that constitute an intrusion into the seclusion or private lives of Company, any of its Affiliates, or any of such entities' officers, employees, agents, or representatives, or (d) that give rise to unreasonable publicity about the private lives of Company, any of its Affiliates, or any of such entities' officers, employees, agents, or representatives, or (e) that place Company, any of its Affiliates, or any of such entities' officers, employees, agents, or representatives in a false light before the public, or (f) that constitute a misappropriation of the name or likeness of Company, any of its Affiliates, or any of such entities' officers, employees, agents, or representatives. A violation or threatened violation of this prohibition may be enjoined by the courts.

**5.4 Ownership by Company.** If, during Executive's employment by Company, Executive creates any work of authorship fixed in any tangible medium of expression, which is the subject matter of copyright (such as videotapes, written presentations, or acquisitions, computer programs, E-mail, voice mail, electronic databases, drawings, maps, architectural renditions, models, manuals, brochures, or the like) relating to Company's business, products, or services, whether such work is created solely by Executive or jointly with others (whether during business hours or otherwise and whether on Company's premises or otherwise), Company shall be deemed the author of such work if the work is prepared by Executive in the scope of Executive's employment; or, if the work is not prepared by Executive within the scope of Executive's employment but is specially ordered by Company as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, or as an instructional text, then the work shall be considered to be work made for hire and Company shall be the author of the work. If such work is neither prepared by Executive within the scope of Executive's employment nor a work specially ordered that is deemed to be a work made for hire, then Executive hereby agrees to assign, and by these presents does assign, to Company all of Executive's worldwide right, title, and interest in and to such work and all rights of copyright therein.

**5.5 Assistance by Executive.** Both during the period of Executive's employment by Company and thereafter, Executive shall assist Company and its nominee, at any time, in the protection of Company's worldwide right, title, and interest in and to information, ideas, concepts, improvements, discoveries, and inventions, and its copyrighted works, including without limitation, the execution of all formal assignment documents requested by Company or its nominee and the execution of all lawful oaths and applications for patents and registration of copyright in the United States and foreign countries.

**5.6 Remedies.** Executive acknowledges that money damages would not be sufficient remedy for any breach of this Article by Executive, and Company shall be entitled to enforce the provisions of this Article by terminating any and all payments then owing to Executive under this Agreement and/or to specific performance and injunctive relief as remedies for such breach or any threatened breach. Such remedies shall not be deemed the exclusive remedies for a breach of this Article, but shall be in addition to all remedies available at law or in equity to Company, including the recovery of damages from Executive and Executive's agents involved in such breach and remedies available to Company pursuant to other agreements with Executive.

## **Article VI**

### **Noncompetition Obligation**

**6.1 In General.** As part of the consideration for the compensation and benefits to be paid to Executive hereunder; to protect the trade secrets and confidential information of Company and its Affiliates that have

been and will in the future be disclosed or entrusted to Executive, the business goodwill of Company and its Affiliates that has been and will in the future be developed in Executive, or the business opportunities that have been and will in the future be disclosed or entrusted to Executive by Company and its Affiliates; and, as an additional incentive for Company to enter into this Agreement, Company and Executive agree to the noncompetition obligations hereunder. Executive shall not, directly or indirectly for Executive or for others, in any geographic area or market where Company or any of its Affiliates are conducting any business as of the date of the termination of the employment relationship or have during the previous twelve months conducted such business:

(a) Engage in any business competitive with the business conducted by Company;

(b) Provide comparable services to any other person, association, or entity who is primarily engaged in any business competitive with the business conducted by Company with respect to such competitive business; or

(c) Induce any employee of Company or any of its Affiliates to terminate his or her employment with Company or such Affiliates, or hire or assist in the hiring of any such employee by any person, association, or entity not affiliated with Company.

The restrictions placed on Executive by this Section 6.1 shall apply during the period that Executive is employed by Company and for the two-year period thereafter if Executive's employment with Company is terminated for any reason other than (i) by Executive for a Good Reason or (ii) by Company without Cause. Notwithstanding the foregoing, from and after the date upon which a Change in Control occurs, such restrictions shall cease to apply to Executive except for any period during which he is employed by Company.

**6.2 Enforcement and Remedies.** Executive understands that the restrictions set forth in Section 6.1 may limit Executive's ability to engage in certain businesses anywhere in the world during the period provided for above, but acknowledges that Executive will receive sufficiently high remuneration and other benefits under this Agreement to justify such restriction. Executive acknowledges that money damages would not be sufficient remedy for any breach of this Article by Executive, and Company shall be entitled to enforce the provisions of this Article by terminating any payments then owing to Executive under this Agreement and/or to specific performance and injunctive relief as remedies for such breach or any threatened breach. Such remedies shall not be deemed the exclusive remedies for a breach of this Article, but shall be in addition to all remedies available at law or in equity to Company, including without limitation, the recovery of damages from Executive and Executive's agents involved in such breach and remedies available to Company pursuant to other agreements with Executive.

**6.3 Reformation.** It is expressly understood and agreed that Company and Executive consider the restrictions contained in this Article to be reasonable and necessary to protect the proprietary information of Company. Nevertheless, if any of the aforesaid restrictions are found by a court having jurisdiction to be unreasonable, or overly broad as to geographic area or time, or otherwise unenforceable, the parties intend for the restrictions therein set forth to be modified by such court so as to be reasonable and enforceable and, as so modified by the court, to be fully enforced.

## **Article VII**

### **Miscellaneous**

**7.1 Notices.** For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Company to:           Core Laboratories Inc.

6316 Windfern  
Houston, Texas 77040

If to Executive to: Lawrence V. Bruno  
c/o 6316 Windfern  
Houston, Texas 77040

or to such other address as either party may furnish to the other in writing in accordance herewith, except that notices or changes of address shall be effective only upon receipt.

7.2 **Applicable Law.** This Agreement is entered into under, and shall be governed for all purposes by, the laws of the state of Texas, except as may be preempted by United States federal law.

7.3 **No Waiver.** No failure by either party hereto at any time to give notice of any breach by the other party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

7.4 **Severability.** If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect.

7.5 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

7.6 **Withholding of Taxes and Other Employee Deductions.** Company may withhold from any benefits and payments made pursuant to this Agreement all federal, state, city, and other taxes as may be required pursuant to any law or governmental regulation or ruling and all other normal employee deductions made with respect to Company's employees generally.

7.7 **Headings.** The Article and Section headings herein have been inserted for purposes of convenience only and shall not be used for interpretive purposes.

7.8 **Gender and Plurals.** Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely.

7.9 **Assignment.** This Agreement shall be binding upon and inure to the benefit of Company and any successor of Company, by merger or otherwise. Except as provided in the preceding sentence, this Agreement, and the rights and obligations of the parties hereunder, are personal and neither this Agreement, nor any right, benefit, or obligation of either party hereto shall be subject to voluntary or involuntary assignment, alienation, or transfer, whether by operation of law or otherwise, without the prior written consent of the other party.

7.10 **Term.** This Agreement has a term co-extensive with the term of employment provided in Section 3.1. Termination shall not affect any right or obligation of any party which is accrued or vested prior to such termination. Without limiting the scope of the preceding sentence, the provisions of Articles V and VI shall survive any termination of the employment relationship and/or of this Agreement.

7.11 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and contains all the covenants, promises, representations, warranties, and agreements between the parties with respect to employment of Executive by Company. Without limiting the scope of the preceding sentence, all prior understandings and agreements among the parties hereto relating



to the subject matter hereof are hereby null and void and of no further force and effect. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

**7.12 Legal Fees and Expenses.** It is the intent of Company that Executive not be required to bear any legal fees or related expenses associated with the interpretation, enforcement or defense of Executive's rights under this Agreement (by litigation or otherwise) with respect to any termination of Executive's employment on or after a Change in Control. Accordingly, if it should appear to Executive that Company has failed to comply with any of its obligations under this Agreement or in the event that Company or any other person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or proceeding designed to deny, or to recover from, Executive any benefit provided or intended to be provided to Executive hereunder, in each case with respect to Executive's rights or obligations upon or following a termination of Executive's employment on or after a Change in Control, then Company irrevocably authorizes Executive from time to time to retain counsel of Executive's choice, at the expense of Company, to advise and represent Executive in connection with any such interpretation, enforcement or defense, including, without limitation, the initiation or defense of any litigation or other legal action, whether by or against Company or any director, officer, stockholder or other person affiliated with Company, in any jurisdiction. Notwithstanding any existing or prior attorney-client relationship between Company and such counsel, Company irrevocably consents to Executive entering into an attorney-client relationship with such counsel, and in that connection Company and Executive agree that a confidential relationship will exist between Executive and such counsel. Without regard to whether Executive prevails, in whole or in part, in connection with any of the foregoing, Company will pay and be solely financially responsible for any and all attorneys' fees and related expenses incurred by Executive in connection with any of the foregoing, except to the extent that a final judgment no longer subject to appeal finds that a claim or defense asserted by Executive was frivolous. In such a case, the portion of such fees and expenses incurred by Executive attributable to such frivolous claim or defense shall become Executive's sole responsibility and any funds advanced by Company with respect to the same shall be promptly returned to Company by Executive without interest. Any reimbursement of attorneys' fees and related expenses required under this Section 7.12 shall be made by Company upon or as soon as practicable following receipt of supporting documentation reasonably satisfactory to Company (but in any event not later than the close of Executive's taxable year following the taxable year in which the fee or expense is incurred by Executive); *provided, however*, that, upon Executive's termination of employment with Company, in no event shall any additional reimbursement be made prior to the date that is six months after the date of Executive's termination of employment to the extent such payment delay is required under Section 409A(a)(2)(B)(i) of the Code. In no event shall any reimbursement be made to Executive for such fees and disbursements incurred after the later of (a) Executive's death or (b) the date that is ten years after the date of Executive's termination of employment with Company.

**7.13 Section 409A.** Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to comply with Section 409A of the Code, and the applicable Treasury regulations and administrative guidance issued thereunder, or an exemption therefrom and shall be construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from Section 409A of the Code either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A of the Code to the maximum extent possible. For purposes of Section 409A of the Code, each installment payment provided under this Agreement shall be treated as a separate payment. To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Agreement constitutes nonqualified deferred compensation (within the meaning of Section 409A of the Code), (i) any such expense reimbursement shall be made by Company no later than the last day of the taxable year following the taxable year in which such expense was incurred by Executive, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year; *provided*, that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period in which the arrangement is in effect.

**Article VIII**  
**Definitions**

8.1 **Definitions.** Where the following words and phrases appear in this Agreement, each shall have the respective meaning set forth below, unless the context clearly indicates to the contrary.

(a) **"Affiliate"** shall mean any entity that owns or controls, is owned or controlled by, or is under common ownership or control with, Core Laboratories Inc.

(b) **"Board of Directors"** shall mean the Board of Directors of Core Laboratories Inc.

(c) **"Cause"** shall mean a determination by the Board of Directors that Executive (i) has been convicted of a misdemeanor involving moral turpitude or a felony, (ii) has engaged in conduct which is materially injurious (monetarily or otherwise) to Company or any of its Affiliates (including, without limitation, misuse of Company's or an Affiliate's funds or other property), or (iii) has engaged in gross negligence or willful misconduct in the performance of Executive's duties.

(d) **"Change in Control"** shall mean (i) a merger of Company with another entity, a consolidation involving Company, or the sale of all or substantially all of the assets of Company to another entity if, in any such case, (A) the holders of equity securities of Company immediately prior to such transaction or event do not beneficially own immediately after such transaction or event, in substantially the same proportions that they owned the equity securities of Company immediately prior to such transaction or event, 50% or more of the common equity of the resulting entity, (B) the holders of equity securities of Company immediately prior to such transaction or event do not beneficially own immediately after such transaction or event, in substantially the same proportions that they owned the equity securities of Company immediately prior to such transaction or event, equity securities of the resulting entity entitled to 50% or more of the votes then eligible to be cast in the election of directors generally (or comparable governing body) of the resulting entity, or (C) the persons who were members of the Board of Directors immediately prior to such transaction or event shall not constitute at least a majority of the board of directors of the resulting entity immediately after such transaction or event, (ii) shareholder approval of a plan of dissolution or liquidation of Company, (iii) when any person or entity, including a "group" as contemplated by Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the **"Exchange Act"**), (other than a trustee or other fiduciary holding securities under an employee benefit plan of Company or any affiliate of Company), acquires or gains ownership or control (including, without limitation, power to vote) of more than 30% of the combined voting power of the outstanding securities of, (A) if Company has not engaged in a merger or consolidation, Company, or (B) if Company has engaged in a merger or consolidation, the resulting entity, or (iv) a change in the composition of the Board of Directors, as a result of which fewer than a majority of the directors are Incumbent Directors. For purposes of the preceding sentence, (A) "resulting entity" in the context of a transaction or event that is a merger, consolidation or sale of all or substantially all assets shall mean the surviving entity (or acquiring entity in the case of an asset sale) unless the surviving entity (or acquiring entity in the case of an asset sale) is a subsidiary of another entity and the holders of common equity of Company receive capital stock of such other entity in such transaction or event, in which event the resulting entity shall be such other entity, (B) subsequent to the consummation of a merger or consolidation that does not constitute a Change in Control, the term "Company" shall refer to the resulting entity and the term "Board of Directors" shall refer to the board of directors (or comparable governing body) of the resulting entity, and (C) **"Incumbent Directors"** shall mean directors who either (1) are directors of Company as of the Effective Date, or (2) are elected, or nominated for election, to the Board of Directors with the affirmative votes of at least two-thirds of the Incumbent Directors at the time of such election or nomination, but Incumbent Director shall not include an individual whose election or nomination occurs as a result of either (I) an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) or (II) an actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board of Directors. For purposes of this Section 8.1(d), all references to "Company" shall refer solely to Core Laboratories Inc. except as expressly provided in clause (c)(iv)(B) of the preceding sentence.

(e) **"Change in Control Benefits"** shall mean (i) continued coverage under Company's medical, dental, and group life insurance plans (or, as the case may be, those plans of the Affiliate at whose offices Executive spends a majority of Executive's working time) shall be provided for Executive and those of Executive's dependents (including Executive's spouse) who were covered under such plans on the day prior to Executive's termination of employment with Company for thirty-six months from the date of such termination at no cost to Executive or Executive's dependents; *provided, however*, that (A) such coverage shall be subject to all of the terms and conditions of such plans, including, without limitation, the eligibility provisions, (B) such coverage shall terminate if and to the extent Executive or Executive's dependents become covered by the medical, dental, and life insurance plans of a subsequent employer (and any such coverage shall be promptly reported to Company by Executive), (C) if Executive (and/or Executive's spouse) would have been entitled to retiree medical, dental, and/or life insurance coverage under Company's plans (or such Affiliate's plans, as the case may be) had Executive voluntarily retired on the date of such termination, then such coverages shall be continued as provided under such plans, and (D) in the event that continued participation in any such Company plan (or such Affiliate's plan, as the case may be) is not permitted by the terms of such plan, Company shall use its best efforts to arrange, upon comparable terms, benefits substantially equivalent to those that were provided under such Company plan (or such Affiliate's plan, as the case may be); *provided, further*, that the medical and dental coverage described in clause (i) shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or such Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement), plus (ii) immediate vesting of any outstanding equity awards as of the effective date of such Change in Control, except with regard to PSAP awards, such performance shares would vest as of the effective date of the Change in Control, measured using the actual result of the performance criteria outlined in the applicable Award Agreement as of the most recent quarter-end, plus (iii) reimbursement of reasonable outplacement services incurred by Executive during the twelve month period beginning on the date of termination; *provided, however*, that (A) any reimbursements for outplacement services shall not exceed \$25,000 in the aggregate and (B) Executive must provide documentation acceptable to Company evidencing Executive's payment of outplacement services, plus (iv) notwithstanding the coverage therefor under any other provision hereof including clause (i) above, (provided that in no case shall this subsection require Company to provide duplicative benefits coverage under its own programs), following the expiration of the 36-month period described in clause (i) above, Executive shall be provided a benefits package (for so long as Executive or Executive's spouse or dependent children shall live), including medical, hospital, dental and basic life insurance plans and coverage for Executive and Executive's spouse and dependent children at least as favorable (including premium payments no higher than the lowest employee cost of such coverage) to Executive (and Executive's spouse and/or dependent children) as those provided immediately prior to termination unless, with respect to any particular plan or coverage, the continuation of such existing plan or coverage would have material adverse financial or regulatory consequences for the Company, in which case the plan or coverage will be provided through one or more individual insurance plan(s) paid for by Company or be self-funded by the Company with comparable individual coverage at its expense. If the receipt of any benefit or payment under clause (iv) above ("**Benefit**") is taxable to Executive, then Company shall pay to Executive, within 60 days after the end of each taxable year of Executive, an additional amount in cash ("**Additional Payment**") equal to all taxes (including any interest or penalties imposed with respect to such taxes) Executive incurs with respect to such Benefit for such taxable year and any Additional Payment received by Executive during such taxable year. The medical, hospital and dental coverage described in clause (iv) above shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or an Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement).

(f) **"Change in Control Payment"** shall mean an amount equal to the sum of (i) three times the sum of (A) Executive's annual base salary as in effect pursuant to Section 2.1 immediately prior to Executive's termination of employment with Company and (B) the target annual incentive bonus amount

that Executive could have earned for the year during which Executive's employment with Company terminates, plus (ii) the target annual incentive bonus amount that Executive could have earned for the year during which Executive's employment with Company terminates, multiplied by a fraction, the numerator of which is the number of days that have elapsed from the beginning of such year through the date of termination and the denominator of which is the total number of days in such year (the "**Pro-Rata Bonus**").

(g) "**Code**" shall mean the Internal Revenue Code of 1986, as amended.

(h) "**Committee**" shall mean the Compensation Committee of the Board of Directors.

(i) "**Company**" shall mean Core Laboratories Inc. and its Affiliates.

(j) "**Disability**" shall mean Executive becoming incapacitated by accident, sickness, or other circumstance that renders Executive mentally or physically incapable of performing the duties and services required of Executive hereunder on a full-time basis for a period of at least 180 consecutive calendar days.

(k) "**Effective Date**" shall mean February 1, 2024.

(l) "**Good Reason**" shall mean (i) a material diminution in Executive's authority, duties, or responsibilities from those applicable to Executive as of the Effective Date or as agreed to in writing by the parties, (ii) a permanent change and relocation of Executive's principal place of employment with Company, which is more than 50 miles away from the prior location, (iii) a material breach by Company of any material provision of this Agreement, or (iv) a material diminution in Executive's base salary. Notwithstanding the provisions of the preceding sentence, any assertion by Executive of a termination of employment for Good Reason shall not be effective unless all of the following conditions are satisfied: (A) the condition described in clause (i), (ii), (iii), or (iv) of the preceding sentence giving rise to Executive's termination of employment must have arisen without Executive's written consent; (B) Executive must provide written notice to Company of such condition in accordance with paragraph 7.1 within 90 days of Executive first becoming aware of the condition; (C) the condition specified in such notice must remain uncorrected for 30 days after receipt of such notice by Company; and (D) the date of Executive's termination of employment must occur within 180 days after Executive first becoming aware of the condition specified in such notice.

(m) "**Post-retirement Benefits**" shall mean (i) continued coverage under Company's medical, dental, and group life insurance plans (or, as the case may be, those plans of the Affiliate at whose offices Executive spends a majority of Executive's working time) shall be provided for Executive and those of Executive's dependents (including Executive's spouse) who were covered under such plans on the day prior to Executive's termination of employment with Company for twenty-four months from the date of such termination at no cost to Executive or Executive's dependents; *provided*, however, that (A) such coverage shall be subject to all of the terms and conditions of such plans, including, without limitation, the eligibility provisions, (B) such coverage shall terminate if and to the extent Executive or Executive's dependents become covered by the medical, dental, and life insurance plans of a subsequent employer (and any such coverage shall be promptly reported to Company by Executive), (C) if Executive (and/or Executive's spouse) would have been entitled to retiree medical, dental, and/or life insurance coverage under Company's plans (or such Affiliate's plans, as the case may be) had Executive voluntarily retired on the date of such termination, then such coverages shall be continued as provided under such plans, and (D) in the event that continued participation in any such Company plan (or such Affiliate's plan, as the case may be) is not permitted by the terms of such plan, Company shall use its best efforts to arrange, upon comparable terms, benefits substantially equivalent to those that were provided under such Company plan (or such Affiliate's plan, as the case may be); *provided, further*, that the medical and dental coverage described in clause (i) shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or such Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement), plus (ii) notwithstanding the coverage therefor under any other provision hereof including clause (i) above, (provided that in no case shall this subsection require Company to provide duplicative benefits coverage

under its own programs), following the expiration of the 24-month period described in clause (i) above, Executive shall be provided a benefits package (for so long as Executive or Executive's spouse or dependent children shall live), including medical, hospital, dental and basic life insurance plans and coverage for Executive and Executive's spouse and dependent children at least as favorable (including premium payments no higher than the lowest employee cost of such coverage) to Executive (and Executive's spouse and/or dependent children) as those provided immediately prior to termination unless, with respect to any particular plan or coverage, the continuation of such existing plan or coverage would have material adverse financial or regulatory consequences for the Company, in which case the plan or coverage will be provided through one or more individual insurance plan(s) paid for by Company or be self-funded by the Company with comparable individual coverage at its expense. The medical, hospital and dental coverage described in clause (ii) above shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or an Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement).

(n) "**PSAP**" shall mean restricted performance share awards (or similar awards) granted to Executive the vesting of which is subject to the attainment by the Company of one or more financial reporting measures.

(o) "**Severance Benefits**" shall mean (i) continued coverage under Company's medical, dental, and group life insurance plans (or, as the case may be, those plans of the Affiliate at whose offices Executive spends a majority of Executive's working time) shall be provided for Executive and those of Executive's dependents (including Executive's spouse) who were covered under such plans on the day prior to Executive's termination of employment with Company for twenty-four months from the date of such termination at no cost to Executive or Executive's dependents; *provided, however*, that (A) such coverage shall be subject to all of the terms and conditions of such plans, including, without limitation, the eligibility provisions, (B) such coverage shall terminate if and to the extent Executive or Executive's dependents become covered by the medical, dental, and life insurance plans of a subsequent employer (and any such coverage shall be promptly reported to Company by Executive), (C) if Executive (and/or Executive's spouse) would have been entitled to retiree medical, dental, and/or life insurance coverage under Company's plans (or such Affiliate's plans, as the case may be) had Executive voluntarily retired on the date of such termination, then such coverages shall be continued as provided under such plans, and (D) in the event that continued participation in any such Company plan (or such Affiliate's plan, as the case may be) is not permitted by the terms of such plan, Company shall use its best efforts to arrange, upon comparable terms, benefits substantially equivalent to those that were provided under such Company plan (or such Affiliate's plan, as the case may be); *provided, further*, that the medical and dental coverage described in clause (i) shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or such Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement), plus (ii) immediate vesting of any outstanding equity awards as of the effective date of such Change in Control, except with regard to PSAP awards, such performance shares would vest as of the effective date of the Change in Control, measured using the actual result of the performance criteria outlined in the applicable Award Agreement as of the most recent quarter-end, plus (iii) reimbursement of reasonable outplacement services incurred by Executive during the twelve month period beginning on the date of termination; *provided, however*, that (A) any reimbursements for outplacement services shall not exceed \$25,000 in the aggregate and (B) Executive must provide documentation acceptable to Company evidencing Executive's payment of outplacement services, plus (iv) notwithstanding the coverage therefor under any other provision hereof including clause (i) above, (provided that in no case shall this subsection require Company to provide duplicative benefits coverage under its own programs), following the expiration of the 24-month period described in clause (i) above, Executive shall be provided a benefits package (for so long as Executive or Executive's spouse or dependent children shall live), including medical, hospital, dental and basic life insurance plans and coverage for Executive and Executive's spouse and dependent children at least as

favorable (including premium payments no higher than the lowest employee cost of such coverage) to Executive (and Executive's spouse and/or dependent children) as those provided immediately prior to termination unless, with respect to any particular plan or coverage, the continuation of such existing plan or coverage would have material adverse financial or regulatory consequences for the Company, in which case the plan or coverage will be provided through one or more individual insurance plan(s) paid for by Company or be self-funded by the Company with comparable individual coverage at its expense. The medical, hospital and dental coverage described in clause (iv) above shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or an Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement).

(p) "**Severance Payment**" shall mean an amount equal to the sum of (i) two times Executive's annual base salary as in effect pursuant to Section 2.1 immediately prior to Executive's termination of employment with Company, plus (ii) the Pro-Rata Bonus.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 6<sup>th</sup> day of February, 2024, to be effective as of the Effective Date.

**CORE LABORATORIES INC.**

By: /s/ Christopher S. Hill  
Christopher S. Hill  
Chief Financial Officer

**EXECUTIVE**

/s/ Lawrence V. Bruno  
Lawrence V. Bruno

**Employment Agreement**

**(Amended and Restated as of February 1, 2024)**

**THIS EMPLOYMENT AGREEMENT** (this "**Agreement**") is made by and between **CORE LABORATORIES INC.** and Christopher S. Hill ("**Executive**").

**W I T N E S S E T H:**

**WHEREAS**, Executive is currently an employee of Core Laboratories Inc. and/or one or more of its Affiliates ("**Company**"); and

**WHEREAS**, Company desires to continue to employ Executive on the terms and conditions, and for the consideration, hereinafter set forth, and Executive is desirous of continuing to be employed by Company on such terms and conditions, and for such consideration.

**NOW, THEREFORE**, for and in consideration of the amounts and benefits to be paid and provided to Executive under this Agreement and the mutual promises, covenants, and undertakings contained herein, Company and Executive, each intending to be legally bound, hereby agree as follows:

**Article I**  
**Employment and Duties**

1.1 **Employment; Effective Date.** Company agrees to employ Executive, and Executive agrees to be employed by Company, beginning as of the Effective Date and continuing for the period of time set forth in Article III of this Agreement, subject to the terms and conditions of this Agreement.

1.2 **Position.** From and after the Effective Date, Company shall employ Executive in the position of Senior Vice President and Chief Financial Officer, or in such other comparable executive position as Company and Executive may mutually agree.

1.3 **Duties and Services.** Executive agrees to serve in the position referred to in Section 1.2 and to perform diligently and to the best of Executive's abilities the duties and services appertaining to such office, as well as such additional duties and services appropriate to such office upon which the parties mutually may agree from time to time. Executive's employment shall also be subject to the policies maintained and established by Company, as the same may be amended from time to time.

1.4 **Other Interests.** Executive agrees, during the period of Executive's employment by Company, to devote Executive's primary business time, energy, and best efforts to the business and affairs of Company and its Affiliates and not to engage, directly or indirectly, in any other business or businesses, whether or not similar to that of Company, except with the consent of the Board of Directors. The foregoing notwithstanding, the parties recognize and agree that Executive may, without consent of the Board of Directors, engage in charitable, civic, and other business activities that do not conflict with the business and affairs of Company and in passive personal investments, so long as such activities do not interfere with Executive's performance of Executive's duties hereunder.

1.5 **Duty of Loyalty.** Executive acknowledges and agrees that Executive owes a fiduciary duty of loyalty, fidelity, and allegiance to act at all times in the best interests of Company. In keeping with these duties, Executive shall make full disclosure to Company of all business opportunities pertaining to Company's business and shall not appropriate for Executive's own benefit business opportunities concerning the subject matter of the fiduciary relationship.



**Article II**  
**Compensation and Benefits**

2.1 **Base Salary.** During the period of this Agreement, Executive shall receive a minimum annual base salary: \$465,088. Executive's annual base salary shall be reviewed by the Board of Directors (or a committee thereof) or by the Chief Executive Officer on an annual basis, and, in the sole discretion of the Board of Directors (or such committee) or the Chief Executive Officer, such annual base salary may be increased, but not decreased, no less than once every calendar year. Executive's annual base salary shall be paid in equal installments in accordance with Company's standard policy regarding payment of compensation to executives but no less frequently than monthly.

2.2 **Bonuses.** Executive shall be eligible to receive a maximum annual bonus of up to 150% of Executive's annual base salary with the amount of such bonus to be determined by the Committee or the Chief Executive Officer based upon criteria established from time to time by the Committee or the Chief Executive Officer, with such maximum being two-times the "target" bonus as used elsewhere in this Agreement.

2.3 **Employee Benefits.** Executive and, to the extent applicable, Executive's spouse, dependents, and beneficiaries, shall be allowed to participate in all benefits, plans, and programs, including improvements or modifications of the same, which are now, or may hereafter be, available to other executive employees of Company (or such Affiliate at whose offices Executive spends a majority of Executive's working time, as the case may be). Such benefits, plans, and programs shall include, without limitation, any deferred compensation plan, matching share program, performance share program, profit sharing plan, thrift plan, retirement plan, health insurance or health care plan, life insurance (including any available supplemental insurance), disability insurance (including any available supplemental insurance), pension plan, supplemental retirement plan, stock option plan, vacation and sick leave plan, and the like which may be maintained by Company (or such Affiliate, as the case may be) for Executive specifically or for employees of Executive's seniority and position generally. Company shall not, however, by reason of this Section be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such benefit, plan, or program, so long as such changes are similarly applicable to executive employees specifically, and no worse than all other employees generally; *provided, however*, that in the case of any discontinuation of any such benefit, plan or program, Company shall continue to provide such benefit or coverage through one or more individual insurance plan(s) paid for by Company or be self-funded by Company with comparable individual benefits or coverage at its expense.

**2.4 Deferred Compensation Plan Contributions.**

(a) *Discretionary Contributions.* During Executive's employment hereunder, Executive shall be allowed to participate in the Core Laboratories Deferred Compensation Plan (as amended from time to time, the "**DCP**"). Executive shall be eligible to receive unvested contributions from Company to Executive's "Employer Discretionary Account" (as defined in the DCP) as described in this Section 2.4(a) during each year that Executive is employed hereunder until Executive reaches the age of 70 years. During the first calendar quarter of each year that Executive is employed hereunder, Company shall credit Executive's Employer Discretionary Account with an unvested contribution in an amount equal to 10% of Executive's base salary as of January 1 of the immediately preceding year (such contribution, a "**Discretionary Contribution**"). Executive shall cease to be eligible to receive additional Discretionary Contributions to Executive's Employer Discretionary Account after the date that Executive reaches the age of 70 years. For the avoidance of doubt, each Discretionary Contribution is intended to constitute an "Employer Discretionary Deferral" under the DCP and is in addition to any "Employer Matching Deferral" (as defined in the DCP) that may be made by Company on Executive's behalf.

(b) *Vesting.* Executive shall vest as to any and all unvested Discretionary Contributions made to Executive's Employer Discretionary Account on the date that Executive reaches the age of 62 years (the "**Vesting Date**") so long as Executive has remained continuously employed by Company or its Affiliate until the Vesting Date; provided that, notwithstanding anything to the contrary contained herein, with respect to

any Discretionary Contributions made to Executive's Employer Discretionary Account after the Vesting Date, Executive shall immediately vest as to each such Discretionary Contribution on the date that Company makes such Discretionary Contribution to Executive's Employer Discretionary Account. Subject to the immediately preceding sentence, any unvested contributions made to Executive's Employer Discretionary Account will become null and void and will be forfeited if Executive's employment hereunder is terminated prior to the Vesting Date; provided that, notwithstanding the foregoing, if (i) Executive's employment shall be terminated by Company for any reason other than those encompassed by Sections 3.2(c) or 3.2(d), (ii) Executive's employment with Company shall be terminated by Executive for Good Reason, or (iii) Executive's employment with Company shall be terminated by Company upon expiration of the then-current Initial Period or Renewal Period by written notice of non-renewal pursuant to Section 3.1, in each case, prior to the Vesting Date, Executive shall immediately vest on the date of such termination of employment as to any and all unvested Discretionary Contributions made to Executive's Employer Discretionary Account. In addition, if a "Change in Control" (as defined in the DCP) occurs at any time during Executive's employment hereunder, Executive shall immediately vest on the date of such Change in Control as to any and all unvested Discretionary Contributions made to Executive's Employer Discretionary Account.

(c) *Settlement.* Executive shall receive payment of vested Discretionary Contributions made to Executive's Employer Discretionary Account upon Executive's "Termination of Service" (as defined in the DCP) in accordance with the terms and conditions of Article VII of the DCP.

(d) *Other.* Executive acknowledges and agrees that the Discretionary Contributions described in this Section 2.4 are subject to the terms and conditions applicable to Employer Discretionary Deferrals under the DCP.

2.5 **Business and Entertainment Expenses.** During Executive's employment hereunder, subject to Company's standard policies and procedures with respect to expense reimbursement as applied to its executive employees generally, Company shall reimburse Executive for, or pay on behalf of Executive, reasonable and appropriate expenses incurred by Executive for business-related purposes, including, but not limited to, dues and fees to industry and professional organizations and costs of entertainment and business development.

2.6 **Indemnification.** Company agrees to indemnify Executive against any and all liabilities arising out of Executive's employment duties to the extent such liabilities are not covered by any insurance maintained by Company or Executive, including any liabilities that are caused by or result from an act or omission constituting the negligence of Executive in the performance of such duties, but excluding liabilities that are caused by or result from Executive's own gross negligence or willful misconduct.

### **Article III** **Term and Termination of Employment**

3.1 **Term.** Unless sooner terminated pursuant to other provisions hereof, Company agrees to employ Executive for the period beginning on the Effective Date and ending on the first anniversary of the Effective Date (the "**Initial Period**"); *provided, however*, that upon the expiration of the Initial Period and each subsequent Renewal Period (defined herein) thereafter, the term of Executive's employment under this Agreement shall automatically renew and extend for an additional one-year period (each period, a "**Renewal Period**") unless, on or before the date that is 60 days prior to the expiration of the then-current Initial Period or Renewal Period, either party provides the other party with written notice of non-renewal, in which case the term of this Agreement shall expire, and Executive's employment shall terminate, upon the expiration of the then-current Initial Period or Renewal Period (unless earlier terminated pursuant to Section 3.2 or Section 3.3 below).

3.2 **Company's Right to Terminate.** Notwithstanding the provisions of Section 3.1, Company shall have the right to terminate Executive's employment under this Agreement at any time for any of the following reasons:

(a) Upon Executive's death;

(b) Upon Executive's Disability;

(c) For Cause;

(d) For Executive's material breach of any material provision of this Agreement which, if correctable, remains uncorrected for thirty days following written notice to Executive by Company of such breach; or

(e) For any other reason whatsoever, in the sole discretion of the Board of Directors.

**3.3 Executive's Right to Terminate.** Notwithstanding the provisions of Section 3.1, Executive shall have the right to terminate Executive's employment under this Agreement at any time for any of the following reasons:

(a) For Good Reason; or

(b) For any other reason whatsoever, in the sole discretion of Executive.

**3.4 Notice of Termination.** If Company or Executive desires to terminate Executive's employment hereunder at any time prior to expiration of the term of employment as provided in Section 3.1, Company or Executive shall do so by giving written notice of such termination to the other party and stating the effective date and reason for such termination; *provided, however*, that no such action shall alter or amend any other provisions hereof or rights arising hereunder, including, without limitation, the provisions of Articles V and VI hereof. For all purposes of this Agreement, Executive shall be considered to have terminated employment with Company when Executive incurs a "separation from service" with Company within the meaning of Section 409A(a)(2)(A)(i) of the Code and applicable administrative guidance issued thereunder.

#### **Article IV** **Effect of Termination of Employment**

**4.1 Termination of Employment.** If Executive's employment hereunder shall (x) be terminated by Executive prior to the expiration of the term provided in Section 3.1 for any reason whatsoever (other than as described in the following sentence), or (y) be terminated by Company prior to expiration of the term provided in Section 3.1 for any reason whatsoever (other than as described in the following sentence), then all compensation and benefits to Executive hereunder shall terminate contemporaneously with the termination of such employment, except for such benefits as may be required by law. Notwithstanding the foregoing, if:

(a) within two years following the occurrence of a Change in Control, (A) Executive's employment with Company shall be terminated by Company for any reason other than those encompassed by Sections 3.2(a), 3.2(b), 3.2(c), or 3.2(d), (B) Executive's employment with Company shall be terminated by Executive for Good Reason, or (C) Executive's employment with Company shall be terminated by Company upon expiration of the then-current Initial Period or Renewal Period by written notice of non-renewal pursuant to Section 3.1, then in each case, Company shall (i) pay Executive the Change in Control Payment and (ii) provide Executive with the Change in Control Benefits;

(b) at any time other than within two years following the occurrence of a Change in Control, (A) Executive's employment with Company shall be terminated by Company for any reason other than those encompassed by Sections 3.2(a), 3.2(b), 3.2(c), or 3.2(d), (B) Executive's employment with Company shall be terminated by Executive for Good Reason, or (C) Executive's employment with Company shall be terminated by Company upon expiration of the then-current Initial Period or Renewal Period by written notice

of non-renewal pursuant to Section 3.1, then in each case, Company shall (i) pay Executive the Severance Payment and (ii) provide Executive with the Severance Benefits; and

(c) at any time, Executive's employment with Company shall be terminated by Executive due to his or her voluntary retirement from the Company on or after having reached the age of 62, then Company shall provide Executive with the Post-retirement Benefits.

The Change in Control Payment or Severance Payment, whichever is applicable, described in the preceding sentence shall be divided into substantially equal installments paid over the 12-month period on Company's regularly scheduled pay dates following the date on which Executive's employment terminates; *provided, however*, that (x) to the extent, if any, that the aggregate amount of the installments of the Change in Control Payment or Severance Payment, whichever is applicable, that would otherwise be paid pursuant to the preceding provisions of this section after March 15 of the calendar year following the calendar year in which such date of termination occurs (the "**Applicable March 15**") exceeds the maximum exemption amount under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A), then such excess shall be paid to Executive in a lump sum on the Applicable March 15 (or the first business day preceding the Applicable March 15 if the Applicable March 15 is not a business day) and the installments of the Change in Control Payment or Severance Payment, whichever is applicable, payable after the Applicable March 15 shall be reduced by such excess (beginning with the installment first payable after the Applicable March 15 and continuing with the next succeeding installment until the aggregate reduction equals such excess), (y) all remaining installments of the Change in Control Payment or Severance Payment, whichever is applicable, if any, that would otherwise be paid pursuant to the preceding provisions of this section after December 31 of the calendar year following the calendar year in which such date of termination occurs shall be paid with the installment of the Change in Control Payment or Severance Payment, whichever is applicable, if any, due in December of the calendar year following the calendar year in which such date of termination occurs, and (z) if required to satisfy the provisions of Section 409A(a)(2)(B)(i) of the Code, the Change in Control Payment or Severance Payment, whichever is applicable, (with interest on such payment from the date of Executive's termination of employment to the actual date of payment at the prime rate of interest published in The Wall Street Journal on the date of termination of Executive's employment (or if not published on that date, on the next following date when published)) shall be paid by Company to Executive not earlier than but as soon as practicable on or in any event within five days after the earlier of the date of Executive's death or the date that is six months after the date of termination of Executive's employment. Executive hereby agrees to be bound by Company's determination of its "specified employees" (as such term is defined in Section 409A of the Code) in accordance with any of the methods permitted under the regulations issued under Section 409A of the Code.

**4.2 No Duty to Mitigate Losses.** Executive shall have no duty to find new employment following the termination of Executive's employment under circumstances that require Company to pay any amount to Executive pursuant to this Article IV. Any salary or remuneration received by Executive from a third party for the providing of personal services (whether by employment or by functioning as an independent contractor) following the termination of Executive's employment under circumstances pursuant to which this Article IV applies shall not reduce Company's obligation to make a payment to Executive (or the amount of any such payment) pursuant to the terms of this Article IV.

**4.3 Liquidated Damages.** In light of the difficulties in estimating the damages for an early termination of this Agreement, Company and Executive hereby agree that the payments, if any, to be received by Executive pursuant to this Article IV shall be received by Executive as liquidated damages and not as a penalty.

**4.4 Other Compensation Programs.** This Agreement governs the rights and obligations of Executive and Company with respect to Executive's annual base salary and certain perquisites of employment. Except as otherwise provided herein, Executive's rights and obligations both during the term of Executive's employment and thereafter with respect to stock options, restricted stock, incentive and deferred compensation, life insurance policies insuring the life of Executive, and other benefits under plans and programs maintained by Company shall be governed by the separate agreements, plans, programs, and other documents and instruments governing such matters, or as may be provided by law. Notwithstanding anything else in this Agreement, including this Section 4.4, any restricted stock award that has been granted

to Executive during Executive's employment with Company shall not be forfeited upon Executive's voluntary retirement from Company on or after having reached the age of 62 years, but instead shall vest, to the extent and at the time, the criteria outlined in any Award Agreement (the "**Award Agreement**") are met as described in that Award Agreement.

**4.5 Certain Excise Taxes.** Notwithstanding anything to the contrary in this Agreement, if Executive is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the payments and benefits provided for in this Agreement, together with any other payments and benefits which Executive has the right to receive from Company or any of its Affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the payments and benefits provided for in this Agreement shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by Executive from Company or any of its Affiliates shall be one dollar (\$1.00) less than three times Executive's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Executive shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to Executive (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The reduction of payments and benefits hereunder, if applicable, shall be made by reducing, first, payments or benefits to be paid in cash hereunder in the order in which such payment or benefit would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time) and, then, reducing any benefit to be provided in-kind hereunder in a similar order. The determination as to whether any such reduction in the amount of the payments and benefits provided hereunder is necessary shall be made by Company in good faith. If a reduced payment or benefit is made or provided and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from Company or any of its affiliates used in determining if a "parachute payment" exists, exceeds one dollar (\$1.00) less than three times Executive's base amount, then Executive shall immediately repay such excess to Company upon notification that an overpayment has been made. Nothing in this Section 4.5 shall require Company to be responsible for, or have any liability or obligation with respect to, Executive's excise tax liabilities under Section 4999 of the Code.

## **Article V**

### **Protection of Information**

**5.1 Disclosure to Executive.** Company shall (a) disclose to Executive, or place Executive in a position to have access to or develop, trade secrets or confidential information of Company or its Affiliates, and/or (b) entrust Executive with business opportunities of Company or its Affiliates, and/or (c) place Executive in a position to develop business goodwill on behalf of Company or its Affiliates.

**5.2 Disclosure to and Property of Company.** All information, ideas, concepts, improvements, discoveries, and inventions, whether patentable or not, which are conceived, made, developed, or acquired by Executive, individually or in conjunction with others, during Executive's employment by Company (whether during business hours or otherwise and whether on Company's premises or otherwise) that relate to Company's business, products, or services (including, without limitation, all such information relating to corporate opportunities, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisitions prospects, the identity of customers or their requirements, the identity of key contacts within the customer's organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names, and marks) shall be disclosed to Company and are and shall be the sole and exclusive property of Company. Moreover, all documents, drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, E-mail, voice mail, electronic databases, maps, and all other writings or materials of any type embodying any of such information, ideas, concepts, improvements, discoveries, and inventions are and shall be the sole and exclusive property of Company. Upon termination of Executive's employment by Company, for any reason, Executive promptly shall deliver the same, and all copies thereof, to Company.

**5.3 No Unauthorized or Damaging Use or Disclosure**. Executive will not, at any time during or after Executive's employment by Company, make any unauthorized disclosure of any confidential business information or trade secrets of Company or its Affiliates, or make any use thereof, except in the carrying out of Executive's employment responsibilities hereunder. Affiliates of Company shall be third party beneficiaries of Executive's obligations under this Section. As a result of Executive's employment by Company, Executive may also from time to time have access to, or knowledge of, confidential business information or trade secrets of third parties, such as customers, suppliers, partners, joint venturers, and the like, of Company and its Affiliates. Executive also agrees to preserve and protect the confidentiality of such third party confidential information and trade secrets to the same extent, and on the same basis, as Company's confidential business information and trade secrets. Executive shall refrain, both during the employment relationship and after the employment relationship terminates, from publishing any oral or written statements about Company, any of its Affiliates, or any of such entities' officers, employees, agents, or representatives (a) that are slanderous, libelous, or defamatory, or (b) that disclose private or confidential information about Company, any of its Affiliates, or any of such entities' business affairs, officers, employees, agents, or representatives, or (c) that constitute an intrusion into the seclusion or private lives of Company, any of its Affiliates, or any of such entities' officers, employees, agents, or representatives, or (d) that give rise to unreasonable publicity about the private lives of Company, any of its Affiliates, or any of such entities' officers, employees, agents, or representatives, or (e) that place Company, any of its Affiliates, or any of such entities' officers, employees, agents, or representatives in a false light before the public, or (f) that constitute a misappropriation of the name or likeness of Company, any of its Affiliates, or any of such entities' officers, employees, agents, or representatives. A violation or threatened violation of this prohibition may be enjoined by the courts.

**5.4 Ownership by Company**. If, during Executive's employment by Company, Executive creates any work of authorship fixed in any tangible medium of expression, which is the subject matter of copyright (such as videotapes, written presentations, or acquisitions, computer programs, E-mail, voice mail, electronic databases, drawings, maps, architectural renditions, models, manuals, brochures, or the like) relating to Company's business, products, or services, whether such work is created solely by Executive or jointly with others (whether during business hours or otherwise and whether on Company's premises or otherwise), Company shall be deemed the author of such work if the work is prepared by Executive in the scope of Executive's employment; or, if the work is not prepared by Executive within the scope of Executive's employment but is specially ordered by Company as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, or as an instructional text, then the work shall be considered to be work made for hire and Company shall be the author of the work. If such work is neither prepared by Executive within the scope of Executive's employment nor a work specially ordered that is deemed to be a work made for hire, then Executive hereby agrees to assign, and by these presents does assign, to Company all of Executive's worldwide right, title, and interest in and to such work and all rights of copyright therein.

**5.5 Assistance by Executive**. Both during the period of Executive's employment by Company and thereafter, Executive shall assist Company and its nominee, at any time, in the protection of Company's worldwide right, title, and interest in and to information, ideas, concepts, improvements, discoveries, and inventions, and its copyrighted works, including without limitation, the execution of all formal assignment documents requested by Company or its nominee and the execution of all lawful oaths and applications for patents and registration of copyright in the United States and foreign countries.

**5.6 Remedies**. Executive acknowledges that money damages would not be sufficient remedy for any breach of this Article by Executive, and Company shall be entitled to enforce the provisions of this Article by terminating any and all payments then owing to Executive under this Agreement and/or to specific performance and injunctive relief as remedies for such breach or any threatened breach. Such remedies shall not be deemed the exclusive remedies for a breach of this Article, but shall be in addition to all remedies available at law or in equity to Company, including the recovery of damages from Executive and Executive's agents involved in such breach and remedies available to Company pursuant to other agreements with Executive.

**Article VI**  
**Noncompetition Obligation**

**6.1 In General.** As part of the consideration for the compensation and benefits to be paid to Executive hereunder; to protect the trade secrets and confidential information of Company and its Affiliates that have been and will in the future be disclosed or entrusted to Executive, the business goodwill of Company and its Affiliates that has been and will in the future be developed in Executive, or the business opportunities that have been and will in the future be disclosed or entrusted to Executive by Company and its Affiliates; and, as an additional incentive for Company to enter into this Agreement, Company and Executive agree to the noncompetition obligations hereunder. Executive shall not, directly or indirectly for Executive or for others, in any geographic area or market where Company or any of its Affiliates are conducting any business as of the date of the termination of the employment relationship or have during the previous twelve months conducted such business:

(a) Engage in any business competitive with the business conducted by Company;

(b) Provide comparable services to any other person, association, or entity who is primarily engaged in any business competitive with the business conducted by Company with respect to such competitive business; or

(c) Induce any employee of Company or any of its Affiliates to terminate his or her employment with Company or such Affiliates, or hire or assist in the hiring of any such employee by any person, association, or entity not affiliated with Company.

The restrictions placed on Executive by this Section 6.1 shall apply during the period that Executive is employed by Company and for the two-year period thereafter if Executive's employment with Company is terminated for any reason other than (i) by Executive for a Good Reason or (ii) by Company without Cause. Notwithstanding the foregoing, from and after the date upon which a Change in Control occurs, such restrictions shall cease to apply to Executive except for any period during which he is employed by Company.

**6.2 Enforcement and Remedies.** Executive understands that the restrictions set forth in Section 6.1 may limit Executive's ability to engage in certain businesses anywhere in the world during the period provided for above, but acknowledges that Executive will receive sufficiently high remuneration and other benefits under this Agreement to justify such restriction. Executive acknowledges that money damages would not be sufficient remedy for any breach of this Article by Executive, and Company shall be entitled to enforce the provisions of this Article by terminating any payments then owing to Executive under this Agreement and/or to specific performance and injunctive relief as remedies for such breach or any threatened breach. Such remedies shall not be deemed the exclusive remedies for a breach of this Article, but shall be in addition to all remedies available at law or in equity to Company, including without limitation, the recovery of damages from Executive and Executive's agents involved in such breach and remedies available to Company pursuant to other agreements with Executive.

**6.3 Reformation.** It is expressly understood and agreed that Company and Executive consider the restrictions contained in this Article to be reasonable and necessary to protect the proprietary information of Company. Nevertheless, if any of the aforesaid restrictions are found by a court having jurisdiction to be unreasonable, or overly broad as to geographic area or time, or otherwise unenforceable, the parties intend for the restrictions therein set forth to be modified by such court so as to be reasonable and enforceable and, as so modified by the court, to be fully enforced.

**Article VII**  
**Miscellaneous**

**7.1 Notices.** For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given when personally delivered or when

mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Company to: Core Laboratories Inc.  
6316 Windfern  
Houston, Texas 77040  
Attention: Chief Executive Officer

If to Executive to: Christopher S. Hill  
c/o 6316 Windfern  
Houston, Texas 77040

or to such other address as either party may furnish to the other in writing in accordance herewith, except that notices or changes of address shall be effective only upon receipt.

7.2 **Applicable Law.** This Agreement is entered into under, and shall be governed for all purposes by, the laws of the state of Texas, except as may be preempted by United States federal law.

7.3 **No Waiver.** No failure by either party hereto at any time to give notice of any breach by the other party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

7.4 **Severability.** If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect.

7.5 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

7.6 **Withholding of Taxes and Other Employee Deductions.** Company may withhold from any benefits and payments made pursuant to this Agreement all federal, state, city, and other taxes as may be required pursuant to any law or governmental regulation or ruling and all other normal employee deductions made with respect to Company's employees generally.

7.7 **Headings.** The Article and Section headings herein have been inserted for purposes of convenience only and shall not be used for interpretive purposes.

7.8 **Gender and Plurals.** Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely.

7.9 **Assignment.** This Agreement shall be binding upon and inure to the benefit of Company and any successor of Company, by merger or otherwise. Except as provided in the preceding sentence, this Agreement, and the rights and obligations of the parties hereunder, are personal and neither this Agreement, nor any right, benefit, or obligation of either party hereto shall be subject to voluntary or involuntary assignment, alienation, or transfer, whether by operation of law or otherwise, without the prior written consent of the other party.

7.10 **Term.** This Agreement has a term co-extensive with the term of employment provided in Section 3.1. Termination shall not affect any right or obligation of any party which is accrued or vested prior to such



termination. Without limiting the scope of the preceding sentence, the provisions of Articles V and VI shall survive any termination of the employment relationship and/or of this Agreement.

7.11 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and contains all the covenants, promises, representations, warranties, and agreements between the parties with respect to employment of Executive by Company. Without limiting the scope of the preceding sentence, all prior understandings and agreements among the parties hereto relating to the subject matter hereof are hereby null and void and of no further force and effect. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

7.12 **Legal Fees and Expenses.** It is the intent of Company that Executive not be required to bear any legal fees or related expenses associated with the interpretation, enforcement or defense of Executive's rights under this Agreement (by litigation or otherwise) with respect to any termination of Executive's employment on or after a Change in Control. Accordingly, if it should appear to Executive that Company has failed to comply with any of its obligations under this Agreement or in the event that Company or any other person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or proceeding designed to deny, or to recover from, Executive any benefit provided or intended to be provided to Executive hereunder, in each case with respect to Executive's rights or obligations upon or following a termination of Executive's employment on or after a Change in Control, then Company irrevocably authorizes Executive from time to time to retain counsel of Executive's choice, at the expense of Company, to advise and represent Executive in connection with any such interpretation, enforcement or defense, including, without limitation, the initiation or defense of any litigation or other legal action, whether by or against Company or any director, officer, stockholder or other person affiliated with Company, in any jurisdiction. Notwithstanding any existing or prior attorney-client relationship between Company and such counsel, Company irrevocably consents to Executive entering into an attorney-client relationship with such counsel, and in that connection Company and Executive agree that a confidential relationship will exist between Executive and such counsel. Without regard to whether Executive prevails, in whole or in part, in connection with any of the foregoing, Company will pay and be solely financially responsible for any and all attorneys' fees and related expenses incurred by Executive in connection with any of the foregoing, except to the extent that a final judgment no longer subject to appeal finds that a claim or defense asserted by Executive was frivolous. In such a case, the portion of such fees and expenses incurred by Executive attributable to such frivolous claim or defense shall become Executive's sole responsibility and any funds advanced by Company with respect to the same shall be promptly returned to Company by Executive without interest. Any reimbursement of attorneys' fees and related expenses required under this Section 7.12 shall be made by Company upon or as soon as practicable following receipt of supporting documentation reasonably satisfactory to Company (but in any event not later than the close of Executive's taxable year following the taxable year in which the fee or expense is incurred by Executive); *provided, however*, that, upon Executive's termination of employment with Company, in no event shall any additional reimbursement be made prior to the date that is six months after the date of Executive's termination of employment to the extent such payment delay is required under Section 409A(a)(2)(B)(i) of the Code. In no event shall any reimbursement be made to Executive for such fees and disbursements incurred after the later of (a) Executive's death or (b) the date that is ten years after the date of Executive's termination of employment with Company.

7.13 **Section 409A.** Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to comply with Section 409A of the Code, and the applicable Treasury regulations and administrative guidance issued thereunder, or an exemption therefrom and shall be construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from Section 409A of the Code either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A of the Code to the maximum extent possible. For purposes of Section 409A of the Code, each installment payment provided under this Agreement shall be treated as a separate payment. To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Agreement constitutes nonqualified deferred compensation (within the meaning of Section 409A of the Code), (i) any such expense reimbursement shall be made by Company no later than the last day of the taxable year following the taxable year in which such expense was incurred by Executive, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another

benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year; *provided*, that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period in which the arrangement is in effect.

## **Article VIII** **Definitions**

8.1 **Definitions.** Where the following words and phrases appear in this Agreement, each shall have the respective meaning set forth below, unless the context clearly indicates to the contrary.

(a) **"Affiliate"** shall mean any entity that owns or controls, is owned or controlled by, or is under common ownership or control with, Core Laboratories Inc.

(b) **"Board of Directors"** shall mean the Board of Directors of Core Laboratories Inc.

(c) **"Cause"** shall mean a determination by the Board of Directors or by the Chief Executive Officer that Executive (i) has been convicted of a misdemeanor involving moral turpitude or a felony, (ii) has engaged in conduct which is materially injurious (monetarily or otherwise) to Company or any of its Affiliates (including, without limitation, misuse of Company's or an Affiliate's funds or other property), or (iii) has engaged in gross negligence or willful misconduct in the performance of Executive's duties.

(d) **"Change in Control"** shall mean (i) a merger of Company with another entity, a consolidation involving Company, or the sale of all or substantially all of the assets of Company to another entity if, in any such case, (A) the holders of equity securities of Company immediately prior to such transaction or event do not beneficially own immediately after such transaction or event, in substantially the same proportions that they owned the equity securities of Company immediately prior to such transaction or event, 50% or more of the common equity of the resulting entity, (B) the holders of equity securities of Company immediately prior to such transaction or event do not beneficially own immediately after such transaction or event, in substantially the same proportions that they owned the equity securities of Company immediately prior to such transaction or event, equity securities of the resulting entity entitled to 50% or more of the votes then eligible to be cast in the election of directors generally (or comparable governing body) of the resulting entity, or (C) the persons who were members of the Board of Directors immediately prior to such transaction or event shall not constitute at least a majority of the board of directors of the resulting entity immediately after such transaction or event, (ii) shareholder approval of a plan of dissolution or liquidation of Company, (iii) when any person or entity, including a "group" as contemplated by Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the **"Exchange Act"**), (other than a trustee or other fiduciary holding securities under an employee benefit plan of Company or any affiliate of Company), acquires or gains ownership or control (including, without limitation, power to vote) of more than 30% of the combined voting power of the outstanding securities of, (A) if Company has not engaged in a merger or consolidation, Company, or (B) if Company has engaged in a merger or consolidation, the resulting entity, or (iv) a change in the composition of the Board of Directors, as a result of which fewer than a majority of the directors are Incumbent Directors. For purposes of the preceding sentence, (A) "resulting entity" in the context of a transaction or event that is a merger, consolidation or sale of all or substantially all assets shall mean the surviving entity (or acquiring entity in the case of an asset sale) unless the surviving entity (or acquiring entity in the case of an asset sale) is a subsidiary of another entity and the holders of common equity of Company receive capital stock of such other entity in such transaction or event, in which event the resulting entity shall be such other entity, (B) subsequent to the consummation of a merger or consolidation that does not constitute a Change in Control, the term "Company" shall refer to the resulting entity and the term "Board of Directors" shall refer to the board of directors (or comparable governing body) of the resulting entity, and (C) **"Incumbent Directors"** shall mean directors who either (1) are directors of Company as of the Effective Date, or (2) are elected, or nominated for election, to the Board of Directors with the affirmative votes of at least two-thirds of the Incumbent Directors at the time of such election or nomination, but Incumbent Director shall not include an individual whose election or nomination occurs as a result of either

(I) an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) or (II) an actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board of Directors. For purposes of this Section 8.1(d), all references to "Company" shall refer solely to Core Laboratories Inc. except as expressly provided in clause (c)(iv)(B) of the preceding sentence.

(e) "**Change in Control Benefits**" shall mean (i) continued coverage under Company's medical, dental, and group life insurance plans (or, as the case may be, those plans of the Affiliate at whose offices Executive spends a majority of Executive's working time) shall be provided for Executive and those of Executive's dependents (including Executive's spouse) who were covered under such plans on the day prior to Executive's termination of employment with Company for thirty months from the date of such termination at no cost to Executive or Executive's dependents; *provided, however*, that (A) such coverage shall be subject to all of the terms and conditions of such plans, including, without limitation, the eligibility provisions, (B) such coverage shall terminate if and to the extent Executive or Executive's dependents become covered by the medical, dental, and life insurance plans of a subsequent employer (and any such coverage shall be promptly reported to Company by Executive), (C) if Executive (and/or Executive's spouse) would have been entitled to retiree medical, dental, and/or life insurance coverage under Company's plans (or such Affiliate's plans, as the case may be) had Executive voluntarily retired on the date of such termination, then such coverages shall be continued as provided under such plans, and (D) in the event that continued participation in any such Company plan (or such Affiliate's plan, as the case may be) is not permitted by the terms of such plan, Company shall use its best efforts to arrange, upon comparable terms, benefits substantially equivalent to those that were provided under such Company plan (or such Affiliate's plan, as the case may be); *provided, further*, that the medical and dental coverage described in clause (i) shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or such Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement), plus (ii) immediate vesting of any outstanding equity awards as of the effective date of such Change in Control, except with regard to PSAP awards, such performance shares would vest as of the effective date of the Change in Control, measured using the actual result of the performance criteria outlined in the applicable Award Agreement as of the most recent quarter-end, plus (iii) reimbursement of reasonable outplacement services incurred by Executive during the twelve month period beginning on the date of termination; *provided, however*, that (A) any reimbursements for outplacement services shall not exceed \$25,000 in the aggregate and (B) Executive must provide documentation acceptable to Company evidencing Executive's payment of outplacement services, plus (iv) notwithstanding the coverage therefor under any other provision hereof including clause (i) above, (provided that in no case shall this subsection require Company to provide duplicative benefits coverage under its own programs), following the expiration of the 30-month period described in clause (i) above, Executive shall be provided a benefits package (for so long as Executive or Executive's spouse or dependent children shall live), including medical, hospital, dental and basic life insurance plans and coverage for Executive and Executive's spouse and dependent children at least as favorable (including premium payments no higher than the lowest employee cost of such coverage) to Executive (and Executive's spouse and/or dependent children) as those provided immediately prior to termination unless, with respect to any particular plan or coverage, the continuation of such existing plan or coverage would have material adverse financial or regulatory consequences for the Company, in which case the plan or coverage will be provided through one or more individual insurance plan(s) paid for by Company or be self-funded by the Company with comparable individual coverage at its expense. If the receipt of any benefit or payment under clause (iv) above ("**Benefit**") is taxable to Executive, then Company shall pay to Executive, within 60 days after the end of each taxable year of Executive, an additional amount in cash ("**Additional Payment**") equal to all taxes (including any interest or penalties imposed with respect to such taxes) Executive incurs with respect to such Benefit for such taxable year and any Additional Payment received by Executive during such taxable year. The medical, hospital and dental coverage described in clause (iv) above shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or an Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage

providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement).

(f) "**Change in Control Payment**" shall mean an amount equal to the sum of (i) two and one-half times the sum of (A) Executive's annual base salary as in effect pursuant to Section 2.1 immediately prior to Executive's termination of employment with Company and (B) the target annual incentive bonus amount that Executive could have earned for the year during which Executive's employment with Company terminates, plus (ii) the target annual incentive bonus amount that Executive could have earned for the year during which Executive's employment with Company terminates, multiplied by a fraction, the numerator of which is the number of days that have elapsed from the beginning of such year through the date of termination and the denominator of which is the total number of days in such year (the "**Pro-Rata Bonus**").

(g) "**Code**" shall mean the Internal Revenue Code of 1986, as amended.

(h) "**Committee**" shall mean the Compensation Committee of the Board of Directors.

(i) "**Company**" shall mean Core Laboratories Inc. and its Affiliates.

(j) "**Disability**" shall mean Executive becoming incapacitated by accident, sickness, or other circumstance that renders Executive mentally or physically incapable of performing the duties and services required of Executive hereunder on a full-time basis for a period of at least 180 consecutive calendar days.

(k) "**Effective Date**" shall mean February 1, 2024.

(l) "**Good Reason**" shall mean (i) a material diminution in Executive's authority, duties, or responsibilities from those applicable to Executive as of the Effective Date or as agreed to in writing by the parties, (ii) a permanent change and relocation of Executive's principal place of employment with Company, which is more than 50 miles away from the prior location, (iii) a material breach by Company of any material provision of this Agreement, or (iv) a material diminution in Executive's base salary. Notwithstanding the provisions of the preceding sentence, any assertion by Executive of a termination of employment for Good Reason shall not be effective unless all of the following conditions are satisfied: (A) the condition described in clause (i), (ii), (iii), or (iv) of the preceding sentence giving rise to Executive's termination of employment must have arisen without Executive's written consent; (B) Executive must provide written notice to Company of such condition in accordance with paragraph 7.1 within 90 days of Executive first becoming aware of the condition; (C) the condition specified in such notice must remain uncorrected for 30 days after receipt of such notice by Company; and (D) the date of Executive's termination of employment must occur within 180 days after Executive first becoming aware of the condition specified in such notice.

(m) "**Post-retirement Benefits**" shall mean (i) continued coverage under Company's medical, dental, and group life insurance plans (or, as the case may be, those plans of the Affiliate at whose offices Executive spends a majority of Executive's working time) shall be provided for Executive and those of Executive's dependents (including Executive's spouse) who were covered under such plans on the day prior to Executive's termination of employment with Company for eighteen months from the date of such termination at no cost to Executive or Executive's dependents; *provided, however*, that (A) such coverage shall be subject to all of the terms and conditions of such plans, including, without limitation, the eligibility provisions, (B) such coverage shall terminate if and to the extent Executive or Executive's dependents become covered by the medical, dental, and life insurance plans of a subsequent employer (and any such coverage shall be promptly reported to Company by Executive), (C) if Executive (and/or Executive's spouse) would have been entitled to retiree medical, dental, and/or life insurance coverage under Company's plans (or such Affiliate's plans, as the case may be) had Executive voluntarily retired on the date of such termination, then such coverages shall be continued as provided under such plans, and (D) in the event that continued participation in any such Company plan (or such Affiliate's plan, as the case may be) is not permitted by the terms of such plan, Company shall use its best efforts to arrange, upon comparable terms, benefits substantially equivalent to those that were provided under such Company plan (or such Affiliate's plan, as the case may be); *provided, further*, that the medical and dental coverage described in clause (i) shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such

that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or such Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement), plus (ii) notwithstanding the coverage therefor under any other provision hereof including clause (i) above, (provided that in no case shall this subsection require Company to provide duplicative benefits coverage under its own programs), following the expiration of the 18-month period described in clause (i) above, Executive shall be provided a benefits package (for so long as Executive or Executive's spouse or dependent children shall live), including medical, hospital, dental and basic life insurance plans and coverage for Executive and Executive's spouse and dependent children at least as favorable (including premium payments no higher than the lowest employee cost of such coverage) to Executive (and Executive's spouse and/or dependent children) as those provided immediately prior to termination unless, with respect to any particular plan or coverage, the continuation of such existing plan or coverage would have material adverse financial or regulatory consequences for the Company, in which case the plan or coverage will be provided through one or more individual insurance plan(s) paid for by Company or be self-funded by the Company with comparable individual coverage at its expense. The medical, hospital and dental coverage described in clause (ii) above shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or an Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement).

(n) "**PSAP**" shall mean restricted performance share awards (or similar awards) granted to Executive the vesting of which is subject to the attainment by the Company of one or more financial reporting measures.

(o) "**Severance Benefits**" shall mean (i) continued coverage under Company's medical, dental, and group life insurance plans (or, as the case may be, those plans of the Affiliate at whose offices Executive spends a majority of Executive's working time) shall be provided for Executive and those of Executive's dependents (including Executive's spouse) who were covered under such plans on the day prior to Executive's termination of employment with Company for eighteen months from the date of such termination at no cost to Executive or Executive's dependents; *provided, however*, that (A) such coverage shall be subject to all of the terms and conditions of such plans, including, without limitation, the eligibility provisions, (B) such coverage shall terminate if and to the extent Executive or Executive's dependents become covered by the medical, dental, and life insurance plans of a subsequent employer (and any such coverage shall be promptly reported to Company by Executive), (C) if Executive (and/or Executive's spouse) would have been entitled to retiree medical, dental, and/or life insurance coverage under Company's plans (or such Affiliate's plans, as the case may be) had Executive voluntarily retired on the date of such termination, then such coverages shall be continued as provided under such plans, and (D) in the event that continued participation in any such Company plan (or such Affiliate's plan, as the case may be) is not permitted by the terms of such plan, Company shall use its best efforts to arrange, upon comparable terms, benefits substantially equivalent to those that were provided under such Company plan (or such Affiliate's plan, as the case may be); *provided, further*, that the medical and dental coverage described in clause (i) shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or such Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement), plus (ii) immediate vesting of any outstanding equity awards as of the effective date of such Change in Control, except with regard to PSAP awards, such performance shares would vest as of the effective date of the Change in Control, measured using the actual result of the performance criteria outlined in the applicable Award Agreement as of the most recent quarter-end, plus (iii) reimbursement of reasonable outplacement services incurred by Executive during the twelve month period beginning on the date of termination; *provided, however*, that (A) any reimbursements for outplacement services shall not exceed \$25,000 in the aggregate and (B) Executive must provide documentation acceptable to Company evidencing Executive's payment of outplacement

services, plus (iv) notwithstanding the coverage therefor under any other provision hereof including clause (i) above, (provided that in no case shall this subsection require Company to provide duplicative benefits coverage under its own programs), following the expiration of the 18-month period described in clause (i) above, Executive shall be provided a benefits package (for so long as Executive or Executive's spouse or dependent children shall live), including medical, hospital, dental and basic life insurance plans and coverage for Executive and Executive's spouse and dependent children at least as favorable (including premium payments no higher than the lowest employee cost of such coverage) to Executive (and Executive's spouse and/or dependent children) as those provided immediately prior to termination unless, with respect to any particular plan or coverage, the continuation of such existing plan or coverage would have material adverse financial or regulatory consequences for the Company, in which case the plan or coverage will be provided through one or more individual insurance plan(s) paid for by Company or be self-funded by the Company with comparable individual coverage at its expense. The medical, hospital and dental coverage described in clause (iv) above shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or an Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement).

(p) "**Severance Payment**" shall mean an amount equal to the sum of (i) two times Executive's annual base salary as in effect pursuant to Section 2.1 immediately prior to Executive's termination of employment with Company, plus (ii) the Pro-Rata Bonus.

[signature page follows]  
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 6<sup>th</sup> day of February, 2024, to be effective as of the Effective Date.

**CORE LABORATORIES INC.**

By: /s/ Lawrence V. Bruno  
Lawrence V. Bruno  
Chief Executive Officer

**EXECUTIVE**

/s/ Christopher S. Hill  
Christopher S. Hill

**Employment Agreement**

**(Amended and Restated as of February 1, 2024)**

**THIS EMPLOYMENT AGREEMENT** (this "**Agreement**") is made by and between **CORE LABORATORIES INC.** and Gwendolyn Y. Gresham ("**Executive**").

**W I T N E S S E T H:**

**WHEREAS**, Executive is currently an employee of Core Laboratories Inc. and/or one or more of its Affiliates ("**Company**"); and

**WHEREAS**, Company desires to continue to employ Executive on the terms and conditions, and for the consideration, hereinafter set forth, and Executive is desirous of continuing to be employed by Company on such terms and conditions, and for such consideration.

**NOW, THEREFORE**, for and in consideration of the amounts and benefits to be paid and provided to Executive under this Agreement and the mutual promises, covenants, and undertakings contained herein, Company and Executive, each intending to be legally bound, hereby agree as follows:

**Article I**  
**Employment and Duties**

**1.1 Employment; Effective Date.** Company agrees to employ Executive, and Executive agrees to be employed by Company, beginning as of the Effective Date and continuing for the period of time set forth in Article III of this Agreement, subject to the terms and conditions of this Agreement.

**1.2 Position.** From and after the Effective Date, Company shall employ Executive in the position of Senior Vice President – Corporate Development and Investor Relations, or in such other comparable executive position as Company and Executive may mutually agree.

**1.3 Duties and Services.** Executive agrees to serve in the position referred to in Section 1.2 and to perform diligently and to the best of Executive's abilities the duties and services appertaining to such office, as well as such additional duties and services appropriate to such office upon which the parties mutually may agree from time to time. Executive's employment shall also be subject to the policies maintained and established by Company, as the same may be amended from time to time.

**1.4 Other Interests.** Executive agrees, during the period of Executive's employment by Company, to devote Executive's primary business time, energy, and best efforts to the business and affairs of Company and its Affiliates and not to engage, directly or indirectly, in any other business or businesses, whether or not similar to that of Company, except with the consent of the Board of Directors. The foregoing notwithstanding, the parties recognize and agree that Executive may, without consent of the Board of Directors, engage in charitable, civic, and other business activities that do not conflict with the business and affairs of Company and in passive personal investments, so long as such activities do not interfere with Executive's performance of Executive's duties hereunder.

**1.5 Duty of Loyalty.** Executive acknowledges and agrees that Executive owes a fiduciary duty of loyalty, fidelity, and allegiance to act at all times in the best interests of Company. In keeping with these duties, Executive shall make full disclosure to Company of all business opportunities pertaining to Company's business and shall not appropriate for Executive's own benefit business opportunities concerning the subject matter of the fiduciary relationship.



**Article II**  
**Compensation and Benefits**

2.1 **Base Salary.** During the period of this Agreement, Executive shall receive a minimum annual base salary: \$407,888. Executive's annual base salary shall be reviewed by the Board of Directors (or a committee thereof) or by the Chief Executive Officer on an annual basis, and, in the sole discretion of the Board of Directors (or such committee) or the Chief Executive Officer, such annual base salary may be increased, but not decreased, no less than once every calendar year. Executive's annual base salary shall be paid in equal installments in accordance with Company's standard policy regarding payment of compensation to executives but no less frequently than monthly.

2.2 **Bonuses.** Executive shall be eligible to receive a maximum annual bonus of up to 130% of Executive's annual base salary with the amount of such bonus to be determined by the Committee or the Chief Executive Officer based upon criteria established from time to time by the Committee or the Chief Executive Officer, with such maximum being two-times the "target" bonus as used elsewhere in this Agreement.

2.3 **Employee Benefits.** Executive and, to the extent applicable, Executive's spouse, dependents, and beneficiaries, shall be allowed to participate in all benefits, plans, and programs, including improvements or modifications of the same, which are now, or may hereafter be, available to other executive employees of Company (or such Affiliate at whose offices Executive spends a majority of Executive's working time, as the case may be). Such benefits, plans, and programs shall include, without limitation, any deferred compensation plan, matching share program, performance share program, profit sharing plan, thrift plan, retirement plan, health insurance or health care plan, life insurance (including any available supplemental insurance), disability insurance (including any available supplemental insurance), pension plan, supplemental retirement plan, stock option plan, vacation and sick leave plan, and the like which may be maintained by Company (or such Affiliate, as the case may be) for Executive specifically or for employees of Executive's seniority and position generally. Company shall not, however, by reason of this Section be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such benefit, plan, or program, so long as such changes are similarly applicable to executive employees specifically, and no worse than all other employees generally; *provided, however*, that in the case of any discontinuation of any such benefit, plan or program, Company shall continue to provide such benefit or coverage through one or more individual insurance plan(s) paid for by Company or be self-funded by Company with comparable individual benefits or coverage at its expense.

**2.4 Deferred Compensation Plan Contributions.**

(a) *Discretionary Contributions.* During Executive's employment hereunder, Executive shall be allowed to participate in the Core Laboratories Deferred Compensation Plan (as amended from time to time, the "**DCP**"). Executive shall be eligible to receive unvested contributions from Company to Executive's "Employer Discretionary Account" (as defined in the DCP) as described in this Section 2.4(a) during each year that Executive is employed hereunder until Executive reaches the age of 70 years. During the first calendar quarter of each year that Executive is employed hereunder, Company shall credit Executive's Employer Discretionary Account with an unvested contribution in an amount equal to 10% of Executive's base salary as of January 1 of the immediately preceding year (such contribution, a "**Discretionary Contribution**"). Executive shall cease to be eligible to receive additional Discretionary Contributions to Executive's Employer Discretionary Account after the date that Executive reaches the age of 70 years. For the avoidance of doubt, each Discretionary Contribution is intended to constitute an "Employer Discretionary Deferral" under the DCP and is in addition to any "Employer Matching Deferral" (as defined in the DCP) that may be made by Company on Executive's behalf.

(b) *Vesting.* Executive shall vest as to any and all unvested Discretionary Contributions made to Executive's Employer Discretionary Account on the date that Executive reaches the age of 62 years (the "**Vesting Date**") so long as Executive has remained continuously employed by Company or its Affiliate until the Vesting Date; provided that, notwithstanding anything to the contrary contained herein, with respect to

any Discretionary Contributions made to Executive's Employer Discretionary Account after the Vesting Date, Executive shall immediately vest as to each such Discretionary Contribution on the date that Company makes such Discretionary Contribution to Executive's Employer Discretionary Account. Subject to the immediately preceding sentence, any unvested contributions made to Executive's Employer Discretionary Account will become null and void and will be forfeited if Executive's employment hereunder is terminated prior to the Vesting Date; provided that, notwithstanding the foregoing, if (i) Executive's employment shall be terminated by Company for any reason other than those encompassed by Sections 3.2(c) or 3.2(d), (ii) Executive's employment with Company shall be terminated by Executive for Good Reason, or (iii) Executive's employment with Company shall be terminated by Company upon expiration of the then-current Initial Period or Renewal Period by written notice of non-renewal pursuant to Section 3.1, in each case, prior to the Vesting Date, Executive shall immediately vest on the date of such termination of employment as to any and all unvested Discretionary Contributions made to Executive's Employer Discretionary Account. In addition, if a "Change in Control" (as defined in the DCP) occurs at any time during Executive's employment hereunder, Executive shall immediately vest on the date of such Change in Control as to any and all unvested Discretionary Contributions made to Executive's Employer Discretionary Account.

(c) *Settlement.* Executive shall receive payment of vested Discretionary Contributions made to Executive's Employer Discretionary Account upon Executive's "Termination of Service" (as defined in the DCP) in accordance with the terms and conditions of Article VII of the DCP.

(d) *Other.* Executive acknowledges and agrees that the Discretionary Contributions described in this Section 2.4 are subject to the terms and conditions applicable to Employer Discretionary Deferrals under the DCP.

2.5 **Business and Entertainment Expenses.** During Executive's employment hereunder, subject to Company's standard policies and procedures with respect to expense reimbursement as applied to its executive employees generally, Company shall reimburse Executive for, or pay on behalf of Executive, reasonable and appropriate expenses incurred by Executive for business-related purposes, including, but not limited to, dues and fees to industry and professional organizations and costs of entertainment and business development.

2.6 **Indemnification.** Company agrees to indemnify Executive against any and all liabilities arising out of Executive's employment duties to the extent such liabilities are not covered by any insurance maintained by Company or Executive, including any liabilities that are caused by or result from an act or omission constituting the negligence of Executive in the performance of such duties, but excluding liabilities that are caused by or result from Executive's own gross negligence or willful misconduct.

### **Article III** **Term and Termination of Employment**

3.1 **Term.** Unless sooner terminated pursuant to other provisions hereof, Company agrees to employ Executive for the period beginning on the Effective Date and ending on the first anniversary of the Effective Date (the "**Initial Period**"); *provided, however*, that upon the expiration of the Initial Period and each subsequent Renewal Period (defined herein) thereafter, the term of Executive's employment under this Agreement shall automatically renew and extend for an additional one-year period (each period, a "**Renewal Period**") unless, on or before the date that is 60 days prior to the expiration of the then-current Initial Period or Renewal Period, either party provides the other party with written notice of non-renewal, in which case the term of this Agreement shall expire, and Executive's employment shall terminate, upon the expiration of the then-current Initial Period or Renewal Period (unless earlier terminated pursuant to Section 3.2 or Section 3.3 below).

3.2 **Company's Right to Terminate.** Notwithstanding the provisions of Section 3.1, Company shall have the right to terminate Executive's employment under this Agreement at any time for any of the following reasons:

(a) Upon Executive's death;

(b) Upon Executive's Disability;

(c) For Cause;

(d) For Executive's material breach of any material provision of this Agreement which, if correctable, remains uncorrected for thirty days following written notice to Executive by Company of such breach; or

(e) For any other reason whatsoever, in the sole discretion of the Board of Directors.

**3.3 Executive's Right to Terminate.** Notwithstanding the provisions of Section 3.1, Executive shall have the right to terminate Executive's employment under this Agreement at any time for any of the following reasons:

(a) For Good Reason; or

(b) For any other reason whatsoever, in the sole discretion of Executive.

**3.4 Notice of Termination.** If Company or Executive desires to terminate Executive's employment hereunder at any time prior to expiration of the term of employment as provided in Section 3.1, Company or Executive shall do so by giving written notice of such termination to the other party and stating the effective date and reason for such termination; *provided, however*, that no such action shall alter or amend any other provisions hereof or rights arising hereunder, including, without limitation, the provisions of Articles V and VI hereof. For all purposes of this Agreement, Executive shall be considered to have terminated employment with Company when Executive incurs a "separation from service" with Company within the meaning of Section 409A(a)(2)(A)(i) of the Code and applicable administrative guidance issued thereunder.

#### **Article IV** **Effect of Termination of Employment**

**4.1 Termination of Employment.** If Executive's employment hereunder shall (x) be terminated by Executive prior to the expiration of the term provided in Section 3.1 for any reason whatsoever (other than as described in the following sentence), or (y) be terminated by Company prior to expiration of the term provided in Section 3.1 for any reason whatsoever (other than as described in the following sentence), then all compensation and benefits to Executive hereunder shall terminate contemporaneously with the termination of such employment, except for such benefits as may be required by law. Notwithstanding the foregoing, if:

(a) within two years following the occurrence of a Change in Control, (A) Executive's employment with Company shall be terminated by Company for any reason other than those encompassed by Sections 3.2(a), 3.2(b), 3.2(c), or 3.2(d), (B) Executive's employment with Company shall be terminated by Executive for Good Reason, or (C) Executive's employment with Company shall be terminated by Company upon expiration of the then-current Initial Period or Renewal Period by written notice of non-renewal pursuant to Section 3.1, then in each case, Company shall (i) pay Executive the Change in Control Payment and (ii) provide Executive with the Change in Control Benefits;

(b) at any time other than within two years following the occurrence of a Change in Control, (A) Executive's employment with Company shall be terminated by Company for any reason other than those encompassed by Sections 3.2(a), 3.2(b), 3.2(c), or 3.2(d), (B) Executive's employment with Company shall be terminated by Executive for Good Reason, or (C) Executive's employment with Company shall be terminated by Company upon expiration of the then-current Initial Period or Renewal Period by written notice

of non-renewal pursuant to Section 3.1, then in each case, Company shall (i) pay Executive the Severance Payment and (ii) provide Executive with the Severance Benefits; and

(c) at any time, Executive's employment with Company shall be terminated by Executive due to his or her voluntary retirement from the Company on or after having reached the age of 62, then Company shall provide Executive with the Post-retirement Benefits.

The Change in Control Payment or Severance Payment, whichever is applicable, described in the preceding sentence shall be divided into substantially equal installments paid over the 12-month period on Company's regularly scheduled pay dates following the date on which Executive's employment terminates; *provided, however*, that (x) to the extent, if any, that the aggregate amount of the installments of the Change in Control Payment or Severance Payment, whichever is applicable, that would otherwise be paid pursuant to the preceding provisions of this section after March 15 of the calendar year following the calendar year in which such date of termination occurs (the "**Applicable March 15**") exceeds the maximum exemption amount under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A), then such excess shall be paid to Executive in a lump sum on the Applicable March 15 (or the first business day preceding the Applicable March 15 if the Applicable March 15 is not a business day) and the installments of the Change in Control Payment or Severance Payment, whichever is applicable, payable after the Applicable March 15 shall be reduced by such excess (beginning with the installment first payable after the Applicable March 15 and continuing with the next succeeding installment until the aggregate reduction equals such excess), (y) all remaining installments of the Change in Control Payment or Severance Payment, whichever is applicable, if any, that would otherwise be paid pursuant to the preceding provisions of this section after December 31 of the calendar year following the calendar year in which such date of termination occurs shall be paid with the installment of the Change in Control Payment or Severance Payment, whichever is applicable, if any, due in December of the calendar year following the calendar year in which such date of termination occurs, and (z) if required to satisfy the provisions of Section 409A(a)(2)(B)(i) of the Code, the Change in Control Payment or Severance Payment, whichever is applicable, (with interest on such payment from the date of Executive's termination of employment to the actual date of payment at the prime rate of interest published in The Wall Street Journal on the date of termination of Executive's employment (or if not published on that date, on the next following date when published)) shall be paid by Company to Executive not earlier than but as soon as practicable on or in any event within five days after the earlier of the date of Executive's death or the date that is six months after the date of termination of Executive's employment. Executive hereby agrees to be bound by Company's determination of its "specified employees" (as such term is defined in Section 409A of the Code) in accordance with any of the methods permitted under the regulations issued under Section 409A of the Code.

**4.2 No Duty to Mitigate Losses.** Executive shall have no duty to find new employment following the termination of Executive's employment under circumstances that require Company to pay any amount to Executive pursuant to this Article IV. Any salary or remuneration received by Executive from a third party for the providing of personal services (whether by employment or by functioning as an independent contractor) following the termination of Executive's employment under circumstances pursuant to which this Article IV applies shall not reduce Company's obligation to make a payment to Executive (or the amount of any such payment) pursuant to the terms of this Article IV.

**4.3 Liquidated Damages.** In light of the difficulties in estimating the damages for an early termination of this Agreement, Company and Executive hereby agree that the payments, if any, to be received by Executive pursuant to this Article IV shall be received by Executive as liquidated damages and not as a penalty.

**4.4 Other Compensation Programs.** This Agreement governs the rights and obligations of Executive and Company with respect to Executive's annual base salary and certain perquisites of employment. Except as otherwise provided herein, Executive's rights and obligations both during the term of Executive's employment and thereafter with respect to stock options, restricted stock, incentive and deferred compensation, life insurance policies insuring the life of Executive, and other benefits under plans and programs maintained by Company shall be governed by the separate agreements, plans, programs, and other documents and instruments governing such matters, or as may be provided by law. Notwithstanding anything else in this Agreement, including this Section 4.4, any restricted stock award that has been granted

to Executive during Executive's employment with Company shall not be forfeited upon Executive's voluntary retirement from Company on or after having reached the age of 62 years, but instead shall vest, to the extent and at the time, the criteria outlined in any Award Agreement (the "**Award Agreement**") are met as described in that Award Agreement.

**4.5 Certain Excise Taxes.** Notwithstanding anything to the contrary in this Agreement, if Executive is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the payments and benefits provided for in this Agreement, together with any other payments and benefits which Executive has the right to receive from Company or any of its Affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the payments and benefits provided for in this Agreement shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by Executive from Company or any of its Affiliates shall be one dollar (\$1.00) less than three times Executive's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Executive shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to Executive (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The reduction of payments and benefits hereunder, if applicable, shall be made by reducing, first, payments or benefits to be paid in cash hereunder in the order in which such payment or benefit would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time) and, then, reducing any benefit to be provided in-kind hereunder in a similar order. The determination as to whether any such reduction in the amount of the payments and benefits provided hereunder is necessary shall be made by Company in good faith. If a reduced payment or benefit is made or provided and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from Company or any of its affiliates used in determining if a "parachute payment" exists, exceeds one dollar (\$1.00) less than three times Executive's base amount, then Executive shall immediately repay such excess to Company upon notification that an overpayment has been made. Nothing in this Section 4.5 shall require Company to be responsible for, or have any liability or obligation with respect to, Executive's excise tax liabilities under Section 4999 of the Code.

## **Article V**

### **Protection of Information**

**5.1 Disclosure to Executive.** Company shall (a) disclose to Executive, or place Executive in a position to have access to or develop, trade secrets or confidential information of Company or its Affiliates, and/or (b) entrust Executive with business opportunities of Company or its Affiliates, and/or (c) place Executive in a position to develop business goodwill on behalf of Company or its Affiliates.

**5.2 Disclosure to and Property of Company.** All information, ideas, concepts, improvements, discoveries, and inventions, whether patentable or not, which are conceived, made, developed, or acquired by Executive, individually or in conjunction with others, during Executive's employment by Company (whether during business hours or otherwise and whether on Company's premises or otherwise) that relate to Company's business, products, or services (including, without limitation, all such information relating to corporate opportunities, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisitions prospects, the identity of customers or their requirements, the identity of key contacts within the customer's organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names, and marks) shall be disclosed to Company and are and shall be the sole and exclusive property of Company. Moreover, all documents, drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, E-mail, voice mail, electronic databases, maps, and all other writings or materials of any type embodying any of such information, ideas, concepts, improvements, discoveries, and inventions are and shall be the sole and exclusive property of Company. Upon termination of Executive's employment by Company, for any reason, Executive promptly shall deliver the same, and all copies thereof, to Company.

**5.3 No Unauthorized or Damaging Use or Disclosure**. Executive will not, at any time during or after Executive's employment by Company, make any unauthorized disclosure of any confidential business information or trade secrets of Company or its Affiliates, or make any use thereof, except in the carrying out of Executive's employment responsibilities hereunder. Affiliates of Company shall be third party beneficiaries of Executive's obligations under this Section. As a result of Executive's employment by Company, Executive may also from time to time have access to, or knowledge of, confidential business information or trade secrets of third parties, such as customers, suppliers, partners, joint venturers, and the like, of Company and its Affiliates. Executive also agrees to preserve and protect the confidentiality of such third party confidential information and trade secrets to the same extent, and on the same basis, as Company's confidential business information and trade secrets. Executive shall refrain, both during the employment relationship and after the employment relationship terminates, from publishing any oral or written statements about Company, any of its Affiliates, or any of such entities' officers, employees, agents, or representatives (a) that are slanderous, libelous, or defamatory, or (b) that disclose private or confidential information about Company, any of its Affiliates, or any of such entities' business affairs, officers, employees, agents, or representatives, or (c) that constitute an intrusion into the seclusion or private lives of Company, any of its Affiliates, or any of such entities' officers, employees, agents, or representatives, or (d) that give rise to unreasonable publicity about the private lives of Company, any of its Affiliates, or any of such entities' officers, employees, agents, or representatives, or (e) that place Company, any of its Affiliates, or any of such entities' officers, employees, agents, or representatives in a false light before the public, or (f) that constitute a misappropriation of the name or likeness of Company, any of its Affiliates, or any of such entities' officers, employees, agents, or representatives. A violation or threatened violation of this prohibition may be enjoined by the courts.

**5.4 Ownership by Company**. If, during Executive's employment by Company, Executive creates any work of authorship fixed in any tangible medium of expression, which is the subject matter of copyright (such as videotapes, written presentations, or acquisitions, computer programs, E-mail, voice mail, electronic databases, drawings, maps, architectural renditions, models, manuals, brochures, or the like) relating to Company's business, products, or services, whether such work is created solely by Executive or jointly with others (whether during business hours or otherwise and whether on Company's premises or otherwise), Company shall be deemed the author of such work if the work is prepared by Executive in the scope of Executive's employment; or, if the work is not prepared by Executive within the scope of Executive's employment but is specially ordered by Company as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, or as an instructional text, then the work shall be considered to be work made for hire and Company shall be the author of the work. If such work is neither prepared by Executive within the scope of Executive's employment nor a work specially ordered that is deemed to be a work made for hire, then Executive hereby agrees to assign, and by these presents does assign, to Company all of Executive's worldwide right, title, and interest in and to such work and all rights of copyright therein.

**5.5 Assistance by Executive**. Both during the period of Executive's employment by Company and thereafter, Executive shall assist Company and its nominee, at any time, in the protection of Company's worldwide right, title, and interest in and to information, ideas, concepts, improvements, discoveries, and inventions, and its copyrighted works, including without limitation, the execution of all formal assignment documents requested by Company or its nominee and the execution of all lawful oaths and applications for patents and registration of copyright in the United States and foreign countries.

**5.6 Remedies**. Executive acknowledges that money damages would not be sufficient remedy for any breach of this Article by Executive, and Company shall be entitled to enforce the provisions of this Article by terminating any and all payments then owing to Executive under this Agreement and/or to specific performance and injunctive relief as remedies for such breach or any threatened breach. Such remedies shall not be deemed the exclusive remedies for a breach of this Article, but shall be in addition to all remedies available at law or in equity to Company, including the recovery of damages from Executive and Executive's agents involved in such breach and remedies available to Company pursuant to other agreements with Executive.

**Article VI**  
**Noncompetition Obligation**

**6.1 In General.** As part of the consideration for the compensation and benefits to be paid to Executive hereunder; to protect the trade secrets and confidential information of Company and its Affiliates that have been and will in the future be disclosed or entrusted to Executive, the business goodwill of Company and its Affiliates that has been and will in the future be developed in Executive, or the business opportunities that have been and will in the future be disclosed or entrusted to Executive by Company and its Affiliates; and, as an additional incentive for Company to enter into this Agreement, Company and Executive agree to the noncompetition obligations hereunder. Executive shall not, directly or indirectly for Executive or for others, in any geographic area or market where Company or any of its Affiliates are conducting any business as of the date of the termination of the employment relationship or have during the previous twelve months conducted such business:

(a) Engage in any business competitive with the business conducted by Company;

(b) Provide comparable services to any other person, association, or entity who is primarily engaged in any business competitive with the business conducted by Company with respect to such competitive business; or

(c) Induce any employee of Company or any of its Affiliates to terminate his or her employment with Company or such Affiliates, or hire or assist in the hiring of any such employee by any person, association, or entity not affiliated with Company.

The restrictions placed on Executive by this Section 6.1 shall apply during the period that Executive is employed by Company and for the two-year period thereafter if Executive's employment with Company is terminated for any reason other than (i) by Executive for a Good Reason or (ii) by Company without Cause. Notwithstanding the foregoing, from and after the date upon which a Change in Control occurs, such restrictions shall cease to apply to Executive except for any period during which he is employed by Company.

**6.2 Enforcement and Remedies.** Executive understands that the restrictions set forth in Section 6.1 may limit Executive's ability to engage in certain businesses anywhere in the world during the period provided for above, but acknowledges that Executive will receive sufficiently high remuneration and other benefits under this Agreement to justify such restriction. Executive acknowledges that money damages would not be sufficient remedy for any breach of this Article by Executive, and Company shall be entitled to enforce the provisions of this Article by terminating any payments then owing to Executive under this Agreement and/or to specific performance and injunctive relief as remedies for such breach or any threatened breach. Such remedies shall not be deemed the exclusive remedies for a breach of this Article, but shall be in addition to all remedies available at law or in equity to Company, including without limitation, the recovery of damages from Executive and Executive's agents involved in such breach and remedies available to Company pursuant to other agreements with Executive.

**6.3 Reformation.** It is expressly understood and agreed that Company and Executive consider the restrictions contained in this Article to be reasonable and necessary to protect the proprietary information of Company. Nevertheless, if any of the aforesaid restrictions are found by a court having jurisdiction to be unreasonable, or overly broad as to geographic area or time, or otherwise unenforceable, the parties intend for the restrictions therein set forth to be modified by such court so as to be reasonable and enforceable and, as so modified by the court, to be fully enforced.

**Article VII**  
**Miscellaneous**

**7.1 Notices.** For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given when personally delivered or when

mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Company to:       Core Laboratories Inc.  
6316 Windfern  
Houston, Texas 77040  
Attention: Chief Executive Officer

If to Executive to:       Gwendolyn Y. Gresham  
c/o 6316 Windfern  
Houston, Texas 77040

or to such other address as either party may furnish to the other in writing in accordance herewith, except that notices or changes of address shall be effective only upon receipt.

7.2 **Applicable Law.** This Agreement is entered into under, and shall be governed for all purposes by, the laws of the state of Texas, except as may be preempted by United States federal law.

7.3 **No Waiver.** No failure by either party hereto at any time to give notice of any breach by the other party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

7.4 **Severability.** If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect.

7.5 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

7.6 **Withholding of Taxes and Other Employee Deductions.** Company may withhold from any benefits and payments made pursuant to this Agreement all federal, state, city, and other taxes as may be required pursuant to any law or governmental regulation or ruling and all other normal employee deductions made with respect to Company's employees generally.

7.7 **Headings.** The Article and Section headings herein have been inserted for purposes of convenience only and shall not be used for interpretive purposes.

7.8 **Gender and Plurals.** Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely.

7.9 **Assignment.** This Agreement shall be binding upon and inure to the benefit of Company and any successor of Company, by merger or otherwise. Except as provided in the preceding sentence, this Agreement, and the rights and obligations of the parties hereunder, are personal and neither this Agreement, nor any right, benefit, or obligation of either party hereto shall be subject to voluntary or involuntary assignment, alienation, or transfer, whether by operation of law or otherwise, without the prior written consent of the other party.

7.10 **Term.** This Agreement has a term co-extensive with the term of employment provided in Section 3.1. Termination shall not affect any right or obligation of any party which is accrued or vested prior to such



termination. Without limiting the scope of the preceding sentence, the provisions of Articles V and VI shall survive any termination of the employment relationship and/or of this Agreement.

7.11 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and contains all the covenants, promises, representations, warranties, and agreements between the parties with respect to employment of Executive by Company. Without limiting the scope of the preceding sentence, all prior understandings and agreements among the parties hereto relating to the subject matter hereof are hereby null and void and of no further force and effect. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

7.12 **Legal Fees and Expenses.** It is the intent of Company that Executive not be required to bear any legal fees or related expenses associated with the interpretation, enforcement or defense of Executive's rights under this Agreement (by litigation or otherwise) with respect to any termination of Executive's employment on or after a Change in Control. Accordingly, if it should appear to Executive that Company has failed to comply with any of its obligations under this Agreement or in the event that Company or any other person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or proceeding designed to deny, or to recover from, Executive any benefit provided or intended to be provided to Executive hereunder, in each case with respect to Executive's rights or obligations upon or following a termination of Executive's employment on or after a Change in Control, then Company irrevocably authorizes Executive from time to time to retain counsel of Executive's choice, at the expense of Company, to advise and represent Executive in connection with any such interpretation, enforcement or defense, including, without limitation, the initiation or defense of any litigation or other legal action, whether by or against Company or any director, officer, stockholder or other person affiliated with Company, in any jurisdiction. Notwithstanding any existing or prior attorney-client relationship between Company and such counsel, Company irrevocably consents to Executive entering into an attorney-client relationship with such counsel, and in that connection Company and Executive agree that a confidential relationship will exist between Executive and such counsel. Without regard to whether Executive prevails, in whole or in part, in connection with any of the foregoing, Company will pay and be solely financially responsible for any and all attorneys' fees and related expenses incurred by Executive in connection with any of the foregoing, except to the extent that a final judgment no longer subject to appeal finds that a claim or defense asserted by Executive was frivolous. In such a case, the portion of such fees and expenses incurred by Executive attributable to such frivolous claim or defense shall become Executive's sole responsibility and any funds advanced by Company with respect to the same shall be promptly returned to Company by Executive without interest. Any reimbursement of attorneys' fees and related expenses required under this Section 7.12 shall be made by Company upon or as soon as practicable following receipt of supporting documentation reasonably satisfactory to Company (but in any event not later than the close of Executive's taxable year following the taxable year in which the fee or expense is incurred by Executive); *provided, however*, that, upon Executive's termination of employment with Company, in no event shall any additional reimbursement be made prior to the date that is six months after the date of Executive's termination of employment to the extent such payment delay is required under Section 409A(a)(2)(B)(i) of the Code. In no event shall any reimbursement be made to Executive for such fees and disbursements incurred after the later of (a) Executive's death or (b) the date that is ten years after the date of Executive's termination of employment with Company.

7.13 **Section 409A.** Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to comply with Section 409A of the Code, and the applicable Treasury regulations and administrative guidance issued thereunder, or an exemption therefrom and shall be construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from Section 409A of the Code either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A of the Code to the maximum extent possible. For purposes of Section 409A of the Code, each installment payment provided under this Agreement shall be treated as a separate payment. To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Agreement constitutes nonqualified deferred compensation (within the meaning of Section 409A of the Code), (i) any such expense reimbursement shall be made by Company no later than the last day of the taxable year following the taxable year in which such expense was incurred by Executive, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another

benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year; *provided*, that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period in which the arrangement is in effect.

## **Article VIII** **Definitions**

8.1 **Definitions.** Where the following words and phrases appear in this Agreement, each shall have the respective meaning set forth below, unless the context clearly indicates to the contrary.

(a) **"Affiliate"** shall mean any entity that owns or controls, is owned or controlled by, or is under common ownership or control with, Core Laboratories Inc.

(b) **"Board of Directors"** shall mean the Board of Directors of Core Laboratories Inc.

(c) **"Cause"** shall mean a determination by the Board of Directors or by the Chief Executive Officer that Executive (i) has been convicted of a misdemeanor involving moral turpitude or a felony, (ii) has engaged in conduct which is materially injurious (monetarily or otherwise) to Company or any of its Affiliates (including, without limitation, misuse of Company's or an Affiliate's funds or other property), or (iii) has engaged in gross negligence or willful misconduct in the performance of Executive's duties.

(d) **"Change in Control"** shall mean (i) a merger of Company with another entity, a consolidation involving Company, or the sale of all or substantially all of the assets of Company to another entity if, in any such case, (A) the holders of equity securities of Company immediately prior to such transaction or event do not beneficially own immediately after such transaction or event, in substantially the same proportions that they owned the equity securities of Company immediately prior to such transaction or event, 50% or more of the common equity of the resulting entity, (B) the holders of equity securities of Company immediately prior to such transaction or event do not beneficially own immediately after such transaction or event, in substantially the same proportions that they owned the equity securities of Company immediately prior to such transaction or event, equity securities of the resulting entity entitled to 50% or more of the votes then eligible to be cast in the election of directors generally (or comparable governing body) of the resulting entity, or (C) the persons who were members of the Board of Directors immediately prior to such transaction or event shall not constitute at least a majority of the board of directors of the resulting entity immediately after such transaction or event, (ii) shareholder approval of a plan of dissolution or liquidation of Company, (iii) when any person or entity, including a "group" as contemplated by Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the **"Exchange Act"**), (other than a trustee or other fiduciary holding securities under an employee benefit plan of Company or any affiliate of Company), acquires or gains ownership or control (including, without limitation, power to vote) of more than 30% of the combined voting power of the outstanding securities of, (A) if Company has not engaged in a merger or consolidation, Company, or (B) if Company has engaged in a merger or consolidation, the resulting entity, or (iv) a change in the composition of the Board of Directors, as a result of which fewer than a majority of the directors are Incumbent Directors. For purposes of the preceding sentence, (A) "resulting entity" in the context of a transaction or event that is a merger, consolidation or sale of all or substantially all assets shall mean the surviving entity (or acquiring entity in the case of an asset sale) unless the surviving entity (or acquiring entity in the case of an asset sale) is a subsidiary of another entity and the holders of common equity of Company receive capital stock of such other entity in such transaction or event, in which event the resulting entity shall be such other entity, (B) subsequent to the consummation of a merger or consolidation that does not constitute a Change in Control, the term "Company" shall refer to the resulting entity and the term "Board of Directors" shall refer to the board of directors (or comparable governing body) of the resulting entity, and (C) **"Incumbent Directors"** shall mean directors who either (1) are directors of Company as of the Effective Date, or (2) are elected, or nominated for election, to the Board of Directors with the affirmative votes of at least two-thirds of the Incumbent Directors at the time of such election or nomination, but Incumbent Director shall not include an individual whose election or nomination occurs as a result of either

(I) an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) or (II) an actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board of Directors. For purposes of this Section 8.1(d), all references to "Company" shall refer solely to Core Laboratories Inc. except as expressly provided in clause (c)(iv)(B) of the preceding sentence.

(e) "**Change in Control Benefits**" shall mean (i) continued coverage under Company's medical, dental, and group life insurance plans (or, as the case may be, those plans of the Affiliate at whose offices Executive spends a majority of Executive's working time) shall be provided for Executive and those of Executive's dependents (including Executive's spouse) who were covered under such plans on the day prior to Executive's termination of employment with Company for thirty months from the date of such termination at no cost to Executive or Executive's dependents; *provided, however*, that (A) such coverage shall be subject to all of the terms and conditions of such plans, including, without limitation, the eligibility provisions, (B) such coverage shall terminate if and to the extent Executive or Executive's dependents become covered by the medical, dental, and life insurance plans of a subsequent employer (and any such coverage shall be promptly reported to Company by Executive), (C) if Executive (and/or Executive's spouse) would have been entitled to retiree medical, dental, and/or life insurance coverage under Company's plans (or such Affiliate's plans, as the case may be) had Executive voluntarily retired on the date of such termination, then such coverages shall be continued as provided under such plans, and (D) in the event that continued participation in any such Company plan (or such Affiliate's plan, as the case may be) is not permitted by the terms of such plan, Company shall use its best efforts to arrange, upon comparable terms, benefits substantially equivalent to those that were provided under such Company plan (or such Affiliate's plan, as the case may be); *provided, further*, that the medical and dental coverage described in clause (i) shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or such Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement), plus (ii) immediate vesting of any outstanding equity awards as of the effective date of such Change in Control, except with regard to PSAP awards, such performance shares would vest as of the effective date of the Change in Control, measured using the actual result of the performance criteria outlined in the applicable Award Agreement as of the most recent quarter-end, plus (iii) reimbursement of reasonable outplacement services incurred by Executive during the twelve month period beginning on the date of termination; *provided, however*, that (A) any reimbursements for outplacement services shall not exceed \$25,000 in the aggregate and (B) Executive must provide documentation acceptable to Company evidencing Executive's payment of outplacement services, plus (iv) notwithstanding the coverage therefor under any other provision hereof including clause (i) above, (provided that in no case shall this subsection require Company to provide duplicative benefits coverage under its own programs), following the expiration of the 30-month period described in clause (i) above, Executive shall be provided a benefits package (for so long as Executive or Executive's spouse or dependent children shall live), including medical, hospital, dental and basic life insurance plans and coverage for Executive and Executive's spouse and dependent children at least as favorable (including premium payments no higher than the lowest employee cost of such coverage) to Executive (and Executive's spouse and/or dependent children) as those provided immediately prior to termination unless, with respect to any particular plan or coverage, the continuation of such existing plan or coverage would have material adverse financial or regulatory consequences for the Company, in which case the plan or coverage will be provided through one or more individual insurance plan(s) paid for by Company or be self-funded by the Company with comparable individual coverage at its expense. If the receipt of any benefit or payment under clause (iv) above ("**Benefit**") is taxable to Executive, then Company shall pay to Executive, within 60 days after the end of each taxable year of Executive, an additional amount in cash ("**Additional Payment**") equal to all taxes (including any interest or penalties imposed with respect to such taxes) Executive incurs with respect to such Benefit for such taxable year and any Additional Payment received by Executive during such taxable year. The medical, hospital and dental coverage described in clause (iv) above shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or an Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage

providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement).

(f) "**Change in Control Payment**" shall mean an amount equal to the sum of (i) two and one-half times the sum of (A) Executive's annual base salary as in effect pursuant to Section 2.1 immediately prior to Executive's termination of employment with Company and (B) the target annual incentive bonus amount that Executive could have earned for the year during which Executive's employment with Company terminates, plus (ii) the target annual incentive bonus amount that Executive could have earned for the year during which Executive's employment with Company terminates, multiplied by a fraction, the numerator of which is the number of days that have elapsed from the beginning of such year through the date of termination and the denominator of which is the total number of days in such year (the "**Pro-Rata Bonus**").

(g) "**Code**" shall mean the Internal Revenue Code of 1986, as amended.

(h) "**Committee**" shall mean the Compensation Committee of the Board of Directors.

(i) "**Company**" shall mean Core Laboratories Inc. and its Affiliates.

(j) "**Disability**" shall mean Executive becoming incapacitated by accident, sickness, or other circumstance that renders Executive mentally or physically incapable of performing the duties and services required of Executive hereunder on a full-time basis for a period of at least 180 consecutive calendar days.

(k) "**Effective Date**" shall mean February 1, 2024.

(l) "**Good Reason**" shall mean (i) a material diminution in Executive's authority, duties, or responsibilities from those applicable to Executive as of the Effective Date or as agreed to in writing by the parties, (ii) a permanent change and relocation of Executive's principal place of employment with Company, which is more than 50 miles away from the prior location, (iii) a material breach by Company of any material provision of this Agreement, or (iv) a material diminution in Executive's base salary. Notwithstanding the provisions of the preceding sentence, any assertion by Executive of a termination of employment for Good Reason shall not be effective unless all of the following conditions are satisfied: (A) the condition described in clause (i), (ii), (iii), or (iv) of the preceding sentence giving rise to Executive's termination of employment must have arisen without Executive's written consent; (B) Executive must provide written notice to Company of such condition in accordance with paragraph 7.1 within 90 days of Executive first becoming aware of the condition; (C) the condition specified in such notice must remain uncorrected for 30 days after receipt of such notice by Company; and (D) the date of Executive's termination of employment must occur within 180 days after Executive first becoming aware of the condition specified in such notice.

(m) "**Post-retirement Benefits**" shall mean (i) continued coverage under Company's medical, dental, and group life insurance plans (or, as the case may be, those plans of the Affiliate at whose offices Executive spends a majority of Executive's working time) shall be provided for Executive and those of Executive's dependents (including Executive's spouse) who were covered under such plans on the day prior to Executive's termination of employment with Company for eighteen months from the date of such termination at no cost to Executive or Executive's dependents; *provided, however*, that (A) such coverage shall be subject to all of the terms and conditions of such plans, including, without limitation, the eligibility provisions, (B) such coverage shall terminate if and to the extent Executive or Executive's dependents become covered by the medical, dental, and life insurance plans of a subsequent employer (and any such coverage shall be promptly reported to Company by Executive), (C) if Executive (and/or Executive's spouse) would have been entitled to retiree medical, dental, and/or life insurance coverage under Company's plans (or such Affiliate's plans, as the case may be) had Executive voluntarily retired on the date of such termination, then such coverages shall be continued as provided under such plans, and (D) in the event that continued participation in any such Company plan (or such Affiliate's plan, as the case may be) is not permitted by the terms of such plan, Company shall use its best efforts to arrange, upon comparable terms, benefits substantially equivalent to those that were provided under such Company plan (or such Affiliate's plan, as the case may be); *provided, further*, that the medical and dental coverage described in clause (i) shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such

that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or such Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement), plus (ii) notwithstanding the coverage therefor under any other provision hereof including clause (i) above, (provided that in no case shall this subsection require Company to provide duplicative benefits coverage under its own programs), following the expiration of the 18-month period described in clause (i) above, Executive shall be provided a benefits package (for so long as Executive or Executive's spouse or dependent children shall live), including medical, hospital, dental and basic life insurance plans and coverage for Executive and Executive's spouse and dependent children at least as favorable (including premium payments no higher than the lowest employee cost of such coverage) to Executive (and Executive's spouse and/or dependent children) as those provided immediately prior to termination unless, with respect to any particular plan or coverage, the continuation of such existing plan or coverage would have material adverse financial or regulatory consequences for the Company, in which case the plan or coverage will be provided through one or more individual insurance plan(s) paid for by Company or be self-funded by the Company with comparable individual coverage at its expense. The medical, hospital and dental coverage described in clause (ii) above shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or an Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement).

(n) "**PSAP**" shall mean restricted performance share awards (or similar awards) granted to Executive the vesting of which is subject to the attainment by the Company of one or more financial reporting measures.

(o) "**Severance Benefits**" shall mean (i) continued coverage under Company's medical, dental, and group life insurance plans (or, as the case may be, those plans of the Affiliate at whose offices Executive spends a majority of Executive's working time) shall be provided for Executive and those of Executive's dependents (including Executive's spouse) who were covered under such plans on the day prior to Executive's termination of employment with Company for eighteen months from the date of such termination at no cost to Executive or Executive's dependents; *provided, however*, that (A) such coverage shall be subject to all of the terms and conditions of such plans, including, without limitation, the eligibility provisions, (B) such coverage shall terminate if and to the extent Executive or Executive's dependents become covered by the medical, dental, and life insurance plans of a subsequent employer (and any such coverage shall be promptly reported to Company by Executive), (C) if Executive (and/or Executive's spouse) would have been entitled to retiree medical, dental, and/or life insurance coverage under Company's plans (or such Affiliate's plans, as the case may be) had Executive voluntarily retired on the date of such termination, then such coverages shall be continued as provided under such plans, and (D) in the event that continued participation in any such Company plan (or such Affiliate's plan, as the case may be) is not permitted by the terms of such plan, Company shall use its best efforts to arrange, upon comparable terms, benefits substantially equivalent to those that were provided under such Company plan (or such Affiliate's plan, as the case may be); *provided, further*, that the medical and dental coverage described in clause (i) shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or such Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement), plus (ii) immediate vesting of any outstanding equity awards as of the effective date of such Change in Control, except with regard to PSAP awards, such performance shares would vest as of the effective date of the Change in Control, measured using the actual result of the performance criteria outlined in the applicable Award Agreement as of the most recent quarter-end, plus (iii) reimbursement of reasonable outplacement services incurred by Executive during the twelve month period beginning on the date of termination; *provided, however*, that (A) any reimbursements for outplacement services shall not exceed \$25,000 in the aggregate and (B) Executive must provide documentation acceptable to Company evidencing Executive's payment of outplacement

services, plus (iv) notwithstanding the coverage therefor under any other provision hereof including clause (i) above, (provided that in no case shall this subsection require Company to provide duplicative benefits coverage under its own programs), following the expiration of the 18-month period described in clause (i) above, Executive shall be provided a benefits package (for so long as Executive or Executive's spouse or dependent children shall live), including medical, hospital, dental and basic life insurance plans and coverage for Executive and Executive's spouse and dependent children at least as favorable (including premium payments no higher than the lowest employee cost of such coverage) to Executive (and Executive's spouse and/or dependent children) as those provided immediately prior to termination unless, with respect to any particular plan or coverage, the continuation of such existing plan or coverage would have material adverse financial or regulatory consequences for the Company, in which case the plan or coverage will be provided through one or more individual insurance plan(s) paid for by Company or be self-funded by the Company with comparable individual coverage at its expense. The medical, hospital and dental coverage described in clause (iv) above shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or an Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement).

(p) "**Severance Payment**" shall mean an amount equal to the sum of (i) two times Executive's annual base salary as in effect pursuant to Section 2.1 immediately prior to Executive's termination of employment with Company, plus (ii) the Pro-Rata Bonus.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 6<sup>th</sup> day of February, 2024, to be effective as of the Effective Date.

**CORE LABORATORIES INC.**

By: /s/ Lawrence V. Bruno  
Lawrence V. Bruno  
Chief Executive Officer

**EXECUTIVE**

/s/ Gwendolyn Y. Gresham  
Gwendolyn Y. Gresham

**Employment Agreement**

**(Amended and Restated as of February 1, 2024)**

**THIS EMPLOYMENT AGREEMENT** (this "**Agreement**") is made by and between **CORE LABORATORIES INC.** and Mark D. Tattoli ("**Executive**").

**W I T N E S S E T H:**

**WHEREAS**, Executive is currently an employee of Core Laboratories Inc. and/or one or more of its Affiliates ("**Company**"); and

**WHEREAS**, Company desires to continue to employ Executive on the terms and conditions, and for the consideration, hereinafter set forth, and Executive is desirous of continuing to be employed by Company on such terms and conditions, and for such consideration.

**NOW, THEREFORE**, for and in consideration of the amounts and benefits to be paid and provided to Executive under this Agreement and the mutual promises, covenants, and undertakings contained herein, Company and Executive, each intending to be legally bound, hereby agree as follows:

**Article I**  
**Employment and Duties**

1.1 **Employment; Effective Date.** Company agrees to employ Executive, and Executive agrees to be employed by Company, beginning as of the Effective Date and continuing for the period of time set forth in Article III of this Agreement, subject to the terms and conditions of this Agreement.

1.2 **Position.** From and after the Effective Date, Company shall employ Executive in the position of Senior Vice President, Secretary and General Counsel, or in such other comparable executive position as Company and Executive may mutually agree.

1.3 **Duties and Services.** Executive agrees to serve in the position referred to in Section 1.2 and to perform diligently and to the best of Executive's abilities the duties and services appertaining to such office, as well as such additional duties and services appropriate to such office upon which the parties mutually may agree from time to time. Executive's employment shall also be subject to the policies maintained and established by Company, as the same may be amended from time to time.

1.4 **Other Interests.** Executive agrees, during the period of Executive's employment by Company, to devote Executive's primary business time, energy, and best efforts to the business and affairs of Company and its Affiliates and not to engage, directly or indirectly, in any other business or businesses, whether or not similar to that of Company, except with the consent of the Board of Directors. The foregoing notwithstanding, the parties recognize and agree that Executive may, without consent of the Board of Directors, engage in charitable, civic, and other business activities that do not conflict with the business and affairs of Company and in passive personal investments, so long as such activities do not interfere with Executive's performance of Executive's duties hereunder.

1.5 **Duty of Loyalty.** Executive acknowledges and agrees that Executive owes a fiduciary duty of loyalty, fidelity, and allegiance to act at all times in the best interests of Company. In keeping with these duties, Executive shall make full disclosure to Company of all business opportunities pertaining to Company's business and shall not appropriate for Executive's own benefit business opportunities concerning the subject matter of the fiduciary relationship.



## **Article II**

### **Compensation and Benefits**

2.1 **Base Salary.** During the period of this Agreement, Executive shall receive a minimum annual base salary: \$407,888. Executive's annual base salary shall be reviewed by the Board of Directors (or a committee thereof) or by the Chief Executive Officer on an annual basis, and, in the sole discretion of the Board of Directors (or such committee) or the Chief Executive Officer, such annual base salary may be increased, but not decreased, no less than once every calendar year. Executive's annual base salary shall be paid in equal installments in accordance with Company's standard policy regarding payment of compensation to executives but no less frequently than monthly.

2.2 **Bonuses.** Executive shall be eligible to receive a maximum annual bonus of up to 130% of Executive's annual base salary with the amount of such bonus to be determined by the Committee or the Chief Executive Officer based upon criteria established from time to time by the Committee or the Chief Executive Officer, with such maximum being two-times the "target" bonus as used elsewhere in this Agreement.

2.3 **Employee Benefits.** Executive and, to the extent applicable, Executive's spouse, dependents, and beneficiaries, shall be allowed to participate in all benefits, plans, and programs, including improvements or modifications of the same, which are now, or may hereafter be, available to other executive employees of Company (or such Affiliate at whose offices Executive spends a majority of Executive's working time, as the case may be). Such benefits, plans, and programs shall include, without limitation, any deferred compensation plan, matching share program, performance share program, profit sharing plan, thrift plan, retirement plan, health insurance or health care plan, life insurance (including any available supplemental insurance), disability insurance (including any available supplemental insurance), pension plan, supplemental retirement plan, stock option plan, vacation and sick leave plan, and the like which may be maintained by Company (or such Affiliate, as the case may be) for Executive specifically or for employees of Executive's seniority and position generally. Company shall not, however, by reason of this Section be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such benefit, plan, or program, so long as such changes are similarly applicable to executive employees specifically, and no worse than all other employees generally; *provided, however*, that in the case of any discontinuation of any such benefit, plan or program, Company shall continue to provide such benefit or coverage through one or more individual insurance plan(s) paid for by Company or be self-funded by Company with comparable individual benefits or coverage at its expense.

#### **2.4 Deferred Compensation Plan Contributions.**

(a) *Discretionary Contributions.* During Executive's employment hereunder, Executive shall be allowed to participate in the Core Laboratories Deferred Compensation Plan (as amended from time to time, the "**DCP**"). Executive shall be eligible to receive unvested contributions from Company to Executive's "Employer Discretionary Account" (as defined in the DCP) as described in this Section 2.4(a) during each year that Executive is employed hereunder until Executive reaches the age of 70 years. During the first calendar quarter of each year that Executive is employed hereunder, Company shall credit Executive's Employer Discretionary Account with an unvested contribution in an amount equal to 10% of Executive's base salary as of January 1 of the immediately preceding year (such contribution, a "**Discretionary Contribution**"). Executive shall cease to be eligible to receive additional Discretionary Contributions to Executive's Employer Discretionary Account after the date that Executive reaches the age of 70 years. For the avoidance of doubt, each Discretionary Contribution is intended to constitute an "Employer Discretionary Deferral" under the DCP and is in addition to any "Employer Matching Deferral" (as defined in the DCP) that may be made by Company on Executive's behalf.

(b) *Vesting.* Executive shall vest as to any and all unvested Discretionary Contributions made to Executive's Employer Discretionary Account on the date that Executive reaches the age of 62 years (the "**Vesting Date**") so long as Executive has remained continuously employed by Company or its Affiliate until the Vesting Date; provided that, notwithstanding anything to the contrary contained herein, with respect to

any Discretionary Contributions made to Executive's Employer Discretionary Account after the Vesting Date, Executive shall immediately vest as to each such Discretionary Contribution on the date that Company makes such Discretionary Contribution to Executive's Employer Discretionary Account. Subject to the immediately preceding sentence, any unvested contributions made to Executive's Employer Discretionary Account will become null and void and will be forfeited if Executive's employment hereunder is terminated prior to the Vesting Date; provided that, notwithstanding the foregoing, if (i) Executive's employment shall be terminated by Company for any reason other than those encompassed by Sections 3.2(c) or 3.2(d), (ii) Executive's employment with Company shall be terminated by Executive for Good Reason, or (iii) Executive's employment with Company shall be terminated by Company upon expiration of the then-current Initial Period or Renewal Period by written notice of non-renewal pursuant to Section 3.1, in each case, prior to the Vesting Date, Executive shall immediately vest on the date of such termination of employment as to any and all unvested Discretionary Contributions made to Executive's Employer Discretionary Account. In addition, if a "Change in Control" (as defined in the DCP) occurs at any time during Executive's employment hereunder, Executive shall immediately vest on the date of such Change in Control as to any and all unvested Discretionary Contributions made to Executive's Employer Discretionary Account.

(c) *Settlement.* Executive shall receive payment of vested Discretionary Contributions made to Executive's Employer Discretionary Account upon Executive's "Termination of Service" (as defined in the DCP) in accordance with the terms and conditions of Article VII of the DCP.

(d) *Other.* Executive acknowledges and agrees that the Discretionary Contributions described in this Section 2.4 are subject to the terms and conditions applicable to Employer Discretionary Deferrals under the DCP.

2.5 **Business and Entertainment Expenses.** During Executive's employment hereunder, subject to Company's standard policies and procedures with respect to expense reimbursement as applied to its executive employees generally, Company shall reimburse Executive for, or pay on behalf of Executive, reasonable and appropriate expenses incurred by Executive for business-related purposes, including, but not limited to, dues and fees to industry and professional organizations and costs of entertainment and business development.

2.6 **Indemnification.** Company agrees to indemnify Executive against any and all liabilities arising out of Executive's employment duties to the extent such liabilities are not covered by any insurance maintained by Company or Executive, including any liabilities that are caused by or result from an act or omission constituting the negligence of Executive in the performance of such duties, but excluding liabilities that are caused by or result from Executive's own gross negligence or willful misconduct.

### **Article III** **Term and Termination of Employment**

3.1 **Term.** Unless sooner terminated pursuant to other provisions hereof, Company agrees to employ Executive for the period beginning on the Effective Date and ending on the first anniversary of the Effective Date (the "**Initial Period**"); *provided, however*, that upon the expiration of the Initial Period and each subsequent Renewal Period (defined herein) thereafter, the term of Executive's employment under this Agreement shall automatically renew and extend for an additional one-year period (each period, a "**Renewal Period**") unless, on or before the date that is 60 days prior to the expiration of the then-current Initial Period or Renewal Period, either party provides the other party with written notice of non-renewal, in which case the term of this Agreement shall expire, and Executive's employment shall terminate, upon the expiration of the then-current Initial Period or Renewal Period (unless earlier terminated pursuant to Section 3.2 or Section 3.3 below).

3.2 **Company's Right to Terminate.** Notwithstanding the provisions of Section 3.1, Company shall have the right to terminate Executive's employment under this Agreement at any time for any of the following reasons:

(a) Upon Executive's death;

(b) Upon Executive's Disability;

(c) For Cause;

(d) For Executive's material breach of any material provision of this Agreement which, if correctable, remains uncorrected for thirty days following written notice to Executive by Company of such breach; or

(e) For any other reason whatsoever, in the sole discretion of the Board of Directors.

**3.3 Executive's Right to Terminate.** Notwithstanding the provisions of Section 3.1, Executive shall have the right to terminate Executive's employment under this Agreement at any time for any of the following reasons:

(a) For Good Reason; or

(b) For any other reason whatsoever, in the sole discretion of Executive.

**3.4 Notice of Termination.** If Company or Executive desires to terminate Executive's employment hereunder at any time prior to expiration of the term of employment as provided in Section 3.1, Company or Executive shall do so by giving written notice of such termination to the other party and stating the effective date and reason for such termination; *provided, however*, that no such action shall alter or amend any other provisions hereof or rights arising hereunder, including, without limitation, the provisions of Articles V and VI hereof. For all purposes of this Agreement, Executive shall be considered to have terminated employment with Company when Executive incurs a "separation from service" with Company within the meaning of Section 409A(a)(2)(A)(i) of the Code and applicable administrative guidance issued thereunder.

#### **Article IV** **Effect of Termination of Employment**

**4.1 Termination of Employment.** If Executive's employment hereunder shall (x) be terminated by Executive prior to the expiration of the term provided in Section 3.1 for any reason whatsoever (other than as described in the following sentence), or (y) be terminated by Company prior to expiration of the term provided in Section 3.1 for any reason whatsoever (other than as described in the following sentence), then all compensation and benefits to Executive hereunder shall terminate contemporaneously with the termination of such employment, except for such benefits as may be required by law. Notwithstanding the foregoing, if:

(a) within two years following the occurrence of a Change in Control, (A) Executive's employment with Company shall be terminated by Company for any reason other than those encompassed by Sections 3.2(a), 3.2(b), 3.2(c), or 3.2(d), (B) Executive's employment with Company shall be terminated by Executive for Good Reason, or (C) Executive's employment with Company shall be terminated by Company upon expiration of the then-current Initial Period or Renewal Period by written notice of non-renewal pursuant to Section 3.1, then in each case, Company shall (i) pay Executive the Change in Control Payment and (ii) provide Executive with the Change in Control Benefits;

(b) at any time other than within two years following the occurrence of a Change in Control, (A) Executive's employment with Company shall be terminated by Company for any reason other than those encompassed by Sections 3.2(a), 3.2(b), 3.2(c), or 3.2(d), (B) Executive's employment with Company shall be terminated by Executive for Good Reason, or (C) Executive's employment with Company shall be terminated by Company upon expiration of the then-current Initial Period or Renewal Period by written notice

of non-renewal pursuant to Section 3.1, then in each case, Company shall (i) pay Executive the Severance Payment and (ii) provide Executive with the Severance Benefits; and

(c) at any time, Executive's employment with Company shall be terminated by Executive due to his or her voluntary retirement from the Company on or after having reached the age of 62, then Company shall provide Executive with the Post-retirement Benefits.

The Change in Control Payment or Severance Payment, whichever is applicable, described in the preceding sentence shall be divided into substantially equal installments paid over the 12-month period on Company's regularly scheduled pay dates following the date on which Executive's employment terminates; *provided, however*, that (x) to the extent, if any, that the aggregate amount of the installments of the Change in Control Payment or Severance Payment, whichever is applicable, that would otherwise be paid pursuant to the preceding provisions of this section after March 15 of the calendar year following the calendar year in which such date of termination occurs (the "**Applicable March 15**") exceeds the maximum exemption amount under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A), then such excess shall be paid to Executive in a lump sum on the Applicable March 15 (or the first business day preceding the Applicable March 15 if the Applicable March 15 is not a business day) and the installments of the Change in Control Payment or Severance Payment, whichever is applicable, payable after the Applicable March 15 shall be reduced by such excess (beginning with the installment first payable after the Applicable March 15 and continuing with the next succeeding installment until the aggregate reduction equals such excess), (y) all remaining installments of the Change in Control Payment or Severance Payment, whichever is applicable, if any, that would otherwise be paid pursuant to the preceding provisions of this section after December 31 of the calendar year following the calendar year in which such date of termination occurs shall be paid with the installment of the Change in Control Payment or Severance Payment, whichever is applicable, if any, due in December of the calendar year following the calendar year in which such date of termination occurs, and (z) if required to satisfy the provisions of Section 409A(a)(2)(B)(i) of the Code, the Change in Control Payment or Severance Payment, whichever is applicable, (with interest on such payment from the date of Executive's termination of employment to the actual date of payment at the prime rate of interest published in The Wall Street Journal on the date of termination of Executive's employment (or if not published on that date, on the next following date when published)) shall be paid by Company to Executive not earlier than but as soon as practicable on or in any event within five days after the earlier of the date of Executive's death or the date that is six months after the date of termination of Executive's employment. Executive hereby agrees to be bound by Company's determination of its "specified employees" (as such term is defined in Section 409A of the Code) in accordance with any of the methods permitted under the regulations issued under Section 409A of the Code.

**4.2 No Duty to Mitigate Losses.** Executive shall have no duty to find new employment following the termination of Executive's employment under circumstances that require Company to pay any amount to Executive pursuant to this Article IV. Any salary or remuneration received by Executive from a third party for the providing of personal services (whether by employment or by functioning as an independent contractor) following the termination of Executive's employment under circumstances pursuant to which this Article IV applies shall not reduce Company's obligation to make a payment to Executive (or the amount of any such payment) pursuant to the terms of this Article IV.

**4.3 Liquidated Damages.** In light of the difficulties in estimating the damages for an early termination of this Agreement, Company and Executive hereby agree that the payments, if any, to be received by Executive pursuant to this Article IV shall be received by Executive as liquidated damages and not as a penalty.

**4.4 Other Compensation Programs.** This Agreement governs the rights and obligations of Executive and Company with respect to Executive's annual base salary and certain perquisites of employment. Except as otherwise provided herein, Executive's rights and obligations both during the term of Executive's employment and thereafter with respect to stock options, restricted stock, incentive and deferred compensation, life insurance policies insuring the life of Executive, and other benefits under plans and programs maintained by Company shall be governed by the separate agreements, plans, programs, and other documents and instruments governing such matters, or as may be provided by law. Notwithstanding anything else in this Agreement, including this Section 4.4, any restricted stock award that has been granted

to Executive during Executive's employment with Company shall not be forfeited upon Executive's voluntary retirement from Company on or after having reached the age of 62 years, but instead shall vest, to the extent and at the time, the criteria outlined in any Award Agreement (the "**Award Agreement**") are met as described in that Award Agreement.

**4.5 Certain Excise Taxes.** Notwithstanding anything to the contrary in this Agreement, if Executive is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the payments and benefits provided for in this Agreement, together with any other payments and benefits which Executive has the right to receive from Company or any of its Affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the payments and benefits provided for in this Agreement shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by Executive from Company or any of its Affiliates shall be one dollar (\$1.00) less than three times Executive's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Executive shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to Executive (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The reduction of payments and benefits hereunder, if applicable, shall be made by reducing, first, payments or benefits to be paid in cash hereunder in the order in which such payment or benefit would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time) and, then, reducing any benefit to be provided in-kind hereunder in a similar order. The determination as to whether any such reduction in the amount of the payments and benefits provided hereunder is necessary shall be made by Company in good faith. If a reduced payment or benefit is made or provided and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from Company or any of its affiliates used in determining if a "parachute payment" exists, exceeds one dollar (\$1.00) less than three times Executive's base amount, then Executive shall immediately repay such excess to Company upon notification that an overpayment has been made. Nothing in this Section 4.5 shall require Company to be responsible for, or have any liability or obligation with respect to, Executive's excise tax liabilities under Section 4999 of the Code.

## **Article V**

### **Protection of Information**

**5.1 Disclosure to Executive.** Company shall (a) disclose to Executive, or place Executive in a position to have access to or develop, trade secrets or confidential information of Company or its Affiliates, and/or (b) entrust Executive with business opportunities of Company or its Affiliates, and/or (c) place Executive in a position to develop business goodwill on behalf of Company or its Affiliates.

**5.2 Disclosure to and Property of Company.** All information, ideas, concepts, improvements, discoveries, and inventions, whether patentable or not, which are conceived, made, developed, or acquired by Executive, individually or in conjunction with others, during Executive's employment by Company (whether during business hours or otherwise and whether on Company's premises or otherwise) that relate to Company's business, products, or services (including, without limitation, all such information relating to corporate opportunities, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisitions prospects, the identity of customers or their requirements, the identity of key contacts within the customer's organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names, and marks) shall be disclosed to Company and are and shall be the sole and exclusive property of Company. Moreover, all documents, drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, E-mail, voice mail, electronic databases, maps, and all other writings or materials of any type embodying any of such information, ideas, concepts, improvements, discoveries, and inventions are and shall be the sole and exclusive property of Company. Upon termination of Executive's employment by Company, for any reason, Executive promptly shall deliver the same, and all copies thereof, to Company.

**5.3 No Unauthorized or Damaging Use or Disclosure**. Executive will not, at any time during or after Executive's employment by Company, make any unauthorized disclosure of any confidential business information or trade secrets of Company or its Affiliates, or make any use thereof, except in the carrying out of Executive's employment responsibilities hereunder. Affiliates of Company shall be third party beneficiaries of Executive's obligations under this Section. As a result of Executive's employment by Company, Executive may also from time to time have access to, or knowledge of, confidential business information or trade secrets of third parties, such as customers, suppliers, partners, joint venturers, and the like, of Company and its Affiliates. Executive also agrees to preserve and protect the confidentiality of such third party confidential information and trade secrets to the same extent, and on the same basis, as Company's confidential business information and trade secrets. Executive shall refrain, both during the employment relationship and after the employment relationship terminates, from publishing any oral or written statements about Company, any of its Affiliates, or any of such entities' officers, employees, agents, or representatives (a) that are slanderous, libelous, or defamatory, or (b) that disclose private or confidential information about Company, any of its Affiliates, or any of such entities' business affairs, officers, employees, agents, or representatives, or (c) that constitute an intrusion into the seclusion or private lives of Company, any of its Affiliates, or any of such entities' officers, employees, agents, or representatives, or (d) that give rise to unreasonable publicity about the private lives of Company, any of its Affiliates, or any of such entities' officers, employees, agents, or representatives, or (e) that place Company, any of its Affiliates, or any of such entities' officers, employees, agents, or representatives in a false light before the public, or (f) that constitute a misappropriation of the name or likeness of Company, any of its Affiliates, or any of such entities' officers, employees, agents, or representatives. A violation or threatened violation of this prohibition may be enjoined by the courts.

**5.4 Ownership by Company**. If, during Executive's employment by Company, Executive creates any work of authorship fixed in any tangible medium of expression, which is the subject matter of copyright (such as videotapes, written presentations, or acquisitions, computer programs, E-mail, voice mail, electronic databases, drawings, maps, architectural renditions, models, manuals, brochures, or the like) relating to Company's business, products, or services, whether such work is created solely by Executive or jointly with others (whether during business hours or otherwise and whether on Company's premises or otherwise), Company shall be deemed the author of such work if the work is prepared by Executive in the scope of Executive's employment; or, if the work is not prepared by Executive within the scope of Executive's employment but is specially ordered by Company as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, or as an instructional text, then the work shall be considered to be work made for hire and Company shall be the author of the work. If such work is neither prepared by Executive within the scope of Executive's employment nor a work specially ordered that is deemed to be a work made for hire, then Executive hereby agrees to assign, and by these presents does assign, to Company all of Executive's worldwide right, title, and interest in and to such work and all rights of copyright therein.

**5.5 Assistance by Executive**. Both during the period of Executive's employment by Company and thereafter, Executive shall assist Company and its nominee, at any time, in the protection of Company's worldwide right, title, and interest in and to information, ideas, concepts, improvements, discoveries, and inventions, and its copyrighted works, including without limitation, the execution of all formal assignment documents requested by Company or its nominee and the execution of all lawful oaths and applications for patents and registration of copyright in the United States and foreign countries.

**5.6 Remedies**. Executive acknowledges that money damages would not be sufficient remedy for any breach of this Article by Executive, and Company shall be entitled to enforce the provisions of this Article by terminating any and all payments then owing to Executive under this Agreement and/or to specific performance and injunctive relief as remedies for such breach or any threatened breach. Such remedies shall not be deemed the exclusive remedies for a breach of this Article, but shall be in addition to all remedies available at law or in equity to Company, including the recovery of damages from Executive and Executive's agents involved in such breach and remedies available to Company pursuant to other agreements with Executive.

**Article VI**  
**Noncompetition Obligation**

**6.1 In General.** As part of the consideration for the compensation and benefits to be paid to Executive hereunder; to protect the trade secrets and confidential information of Company and its Affiliates that have been and will in the future be disclosed or entrusted to Executive, the business goodwill of Company and its Affiliates that has been and will in the future be developed in Executive, or the business opportunities that have been and will in the future be disclosed or entrusted to Executive by Company and its Affiliates; and, as an additional incentive for Company to enter into this Agreement, Company and Executive agree to the noncompetition obligations hereunder. Executive shall not, directly or indirectly for Executive or for others, in any geographic area or market where Company or any of its Affiliates are conducting any business as of the date of the termination of the employment relationship or have during the previous twelve months conducted such business:

(a) Engage in any business competitive with the business conducted by Company;

(b) Provide comparable services to any other person, association, or entity who is primarily engaged in any business competitive with the business conducted by Company with respect to such competitive business; or

(c) Induce any employee of Company or any of its Affiliates to terminate his or her employment with Company or such Affiliates, or hire or assist in the hiring of any such employee by any person, association, or entity not affiliated with Company.

The restrictions placed on Executive by this Section 6.1 shall apply during the period that Executive is employed by Company and for the two-year period thereafter if Executive's employment with Company is terminated for any reason other than (i) by Executive for a Good Reason or (ii) by Company without Cause. Notwithstanding the foregoing, from and after the date upon which a Change in Control occurs, such restrictions shall cease to apply to Executive except for any period during which he is employed by Company.

**6.2 Enforcement and Remedies.** Executive understands that the restrictions set forth in Section 6.1 may limit Executive's ability to engage in certain businesses anywhere in the world during the period provided for above, but acknowledges that Executive will receive sufficiently high remuneration and other benefits under this Agreement to justify such restriction. Executive acknowledges that money damages would not be sufficient remedy for any breach of this Article by Executive, and Company shall be entitled to enforce the provisions of this Article by terminating any payments then owing to Executive under this Agreement and/or to specific performance and injunctive relief as remedies for such breach or any threatened breach. Such remedies shall not be deemed the exclusive remedies for a breach of this Article, but shall be in addition to all remedies available at law or in equity to Company, including without limitation, the recovery of damages from Executive and Executive's agents involved in such breach and remedies available to Company pursuant to other agreements with Executive.

**6.3 Reformation.** It is expressly understood and agreed that Company and Executive consider the restrictions contained in this Article to be reasonable and necessary to protect the proprietary information of Company. Nevertheless, if any of the aforesaid restrictions are found by a court having jurisdiction to be unreasonable, or overly broad as to geographic area or time, or otherwise unenforceable, the parties intend for the restrictions therein set forth to be modified by such court so as to be reasonable and enforceable and, as so modified by the court, to be fully enforced.

**Article VII**  
**Miscellaneous**

**7.1 Notices.** For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given when personally delivered or when

mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Company to:       Core Laboratories Inc.  
6316 Windfern  
Houston, Texas 77040  
Attention: Chief Executive Officer

If to Executive to:       Mark D. Tattoli  
c/o 6316 Windfern  
Houston, Texas 77040

or to such other address as either party may furnish to the other in writing in accordance herewith, except that notices or changes of address shall be effective only upon receipt.

7.2 **Applicable Law.** This Agreement is entered into under, and shall be governed for all purposes by, the laws of the state of Texas, except as may be preempted by United States federal law.

7.3 **No Waiver.** No failure by either party hereto at any time to give notice of any breach by the other party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

7.4 **Severability.** If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect.

7.5 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

7.6 **Withholding of Taxes and Other Employee Deductions.** Company may withhold from any benefits and payments made pursuant to this Agreement all federal, state, city, and other taxes as may be required pursuant to any law or governmental regulation or ruling and all other normal employee deductions made with respect to Company's employees generally.

7.7 **Headings.** The Article and Section headings herein have been inserted for purposes of convenience only and shall not be used for interpretive purposes.

7.8 **Gender and Plurals.** Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely.

7.9 **Assignment.** This Agreement shall be binding upon and inure to the benefit of Company and any successor of Company, by merger or otherwise. Except as provided in the preceding sentence, this Agreement, and the rights and obligations of the parties hereunder, are personal and neither this Agreement, nor any right, benefit, or obligation of either party hereto shall be subject to voluntary or involuntary assignment, alienation, or transfer, whether by operation of law or otherwise, without the prior written consent of the other party.

7.10 **Term.** This Agreement has a term co-extensive with the term of employment provided in Section 3.1. Termination shall not affect any right or obligation of any party which is accrued or vested prior to such



termination. Without limiting the scope of the preceding sentence, the provisions of Articles V and VI shall survive any termination of the employment relationship and/or of this Agreement.

7.11 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and contains all the covenants, promises, representations, warranties, and agreements between the parties with respect to employment of Executive by Company. Without limiting the scope of the preceding sentence, all prior understandings and agreements among the parties hereto relating to the subject matter hereof are hereby null and void and of no further force and effect. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

7.12 **Legal Fees and Expenses.** It is the intent of Company that Executive not be required to bear any legal fees or related expenses associated with the interpretation, enforcement or defense of Executive's rights under this Agreement (by litigation or otherwise) with respect to any termination of Executive's employment on or after a Change in Control. Accordingly, if it should appear to Executive that Company has failed to comply with any of its obligations under this Agreement or in the event that Company or any other person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or proceeding designed to deny, or to recover from, Executive any benefit provided or intended to be provided to Executive hereunder, in each case with respect to Executive's rights or obligations upon or following a termination of Executive's employment on or after a Change in Control, then Company irrevocably authorizes Executive from time to time to retain counsel of Executive's choice, at the expense of Company, to advise and represent Executive in connection with any such interpretation, enforcement or defense, including, without limitation, the initiation or defense of any litigation or other legal action, whether by or against Company or any director, officer, stockholder or other person affiliated with Company, in any jurisdiction. Notwithstanding any existing or prior attorney-client relationship between Company and such counsel, Company irrevocably consents to Executive entering into an attorney-client relationship with such counsel, and in that connection Company and Executive agree that a confidential relationship will exist between Executive and such counsel. Without regard to whether Executive prevails, in whole or in part, in connection with any of the foregoing, Company will pay and be solely financially responsible for any and all attorneys' fees and related expenses incurred by Executive in connection with any of the foregoing, except to the extent that a final judgment no longer subject to appeal finds that a claim or defense asserted by Executive was frivolous. In such a case, the portion of such fees and expenses incurred by Executive attributable to such frivolous claim or defense shall become Executive's sole responsibility and any funds advanced by Company with respect to the same shall be promptly returned to Company by Executive without interest. Any reimbursement of attorneys' fees and related expenses required under this Section 7.12 shall be made by Company upon or as soon as practicable following receipt of supporting documentation reasonably satisfactory to Company (but in any event not later than the close of Executive's taxable year following the taxable year in which the fee or expense is incurred by Executive); *provided, however*, that, upon Executive's termination of employment with Company, in no event shall any additional reimbursement be made prior to the date that is six months after the date of Executive's termination of employment to the extent such payment delay is required under Section 409A(a)(2)(B)(i) of the Code. In no event shall any reimbursement be made to Executive for such fees and disbursements incurred after the later of (a) Executive's death or (b) the date that is ten years after the date of Executive's termination of employment with Company.

7.13 **Section 409A.** Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to comply with Section 409A of the Code, and the applicable Treasury regulations and administrative guidance issued thereunder, or an exemption therefrom and shall be construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from Section 409A of the Code either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A of the Code to the maximum extent possible. For purposes of Section 409A of the Code, each installment payment provided under this Agreement shall be treated as a separate payment. To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Agreement constitutes nonqualified deferred compensation (within the meaning of Section 409A of the Code), (i) any such expense reimbursement shall be made by Company no later than the last day of the taxable year following the taxable year in which such expense was incurred by Executive, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another

benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year; *provided*, that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period in which the arrangement is in effect.

## **Article VIII** **Definitions**

8.1 **Definitions.** Where the following words and phrases appear in this Agreement, each shall have the respective meaning set forth below, unless the context clearly indicates to the contrary.

(a) **"Affiliate"** shall mean any entity that owns or controls, is owned or controlled by, or is under common ownership or control with, Core Laboratories Inc.

(b) **"Board of Directors"** shall mean the Board of Directors of Core Laboratories Inc.

(c) **"Cause"** shall mean a determination by the Board of Directors or by the Chief Executive Officer that Executive (i) has been convicted of a misdemeanor involving moral turpitude or a felony, (ii) has engaged in conduct which is materially injurious (monetarily or otherwise) to Company or any of its Affiliates (including, without limitation, misuse of Company's or an Affiliate's funds or other property), or (iii) has engaged in gross negligence or willful misconduct in the performance of Executive's duties.

(d) **"Change in Control"** shall mean (i) a merger of Company with another entity, a consolidation involving Company, or the sale of all or substantially all of the assets of Company to another entity if, in any such case, (A) the holders of equity securities of Company immediately prior to such transaction or event do not beneficially own immediately after such transaction or event, in substantially the same proportions that they owned the equity securities of Company immediately prior to such transaction or event, 50% or more of the common equity of the resulting entity, (B) the holders of equity securities of Company immediately prior to such transaction or event do not beneficially own immediately after such transaction or event, in substantially the same proportions that they owned the equity securities of Company immediately prior to such transaction or event, equity securities of the resulting entity entitled to 50% or more of the votes then eligible to be cast in the election of directors generally (or comparable governing body) of the resulting entity, or (C) the persons who were members of the Board of Directors immediately prior to such transaction or event shall not constitute at least a majority of the board of directors of the resulting entity immediately after such transaction or event, (ii) shareholder approval of a plan of dissolution or liquidation of Company, (iii) when any person or entity, including a "group" as contemplated by Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the **"Exchange Act"**), (other than a trustee or other fiduciary holding securities under an employee benefit plan of Company or any affiliate of Company), acquires or gains ownership or control (including, without limitation, power to vote) of more than 30% of the combined voting power of the outstanding securities of, (A) if Company has not engaged in a merger or consolidation, Company, or (B) if Company has engaged in a merger or consolidation, the resulting entity, or (iv) a change in the composition of the Board of Directors, as a result of which fewer than a majority of the directors are Incumbent Directors. For purposes of the preceding sentence, (A) "resulting entity" in the context of a transaction or event that is a merger, consolidation or sale of all or substantially all assets shall mean the surviving entity (or acquiring entity in the case of an asset sale) unless the surviving entity (or acquiring entity in the case of an asset sale) is a subsidiary of another entity and the holders of common equity of Company receive capital stock of such other entity in such transaction or event, in which event the resulting entity shall be such other entity, (B) subsequent to the consummation of a merger or consolidation that does not constitute a Change in Control, the term "Company" shall refer to the resulting entity and the term "Board of Directors" shall refer to the board of directors (or comparable governing body) of the resulting entity, and (C) **"Incumbent Directors"** shall mean directors who either (1) are directors of Company as of the Effective Date, or (2) are elected, or nominated for election, to the Board of Directors with the affirmative votes of at least two-thirds of the Incumbent Directors at the time of such election or nomination, but Incumbent Director shall not include an individual whose election or nomination occurs as a result of either

(I) an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) or (II) an actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board of Directors. For purposes of this Section 8.1(d), all references to "Company" shall refer solely to Core Laboratories Inc. except as expressly provided in clause (c)(iv)(B) of the preceding sentence.

(e) "**Change in Control Benefits**" shall mean (i) continued coverage under Company's medical, dental, and group life insurance plans (or, as the case may be, those plans of the Affiliate at whose offices Executive spends a majority of Executive's working time) shall be provided for Executive and those of Executive's dependents (including Executive's spouse) who were covered under such plans on the day prior to Executive's termination of employment with Company for thirty months from the date of such termination at no cost to Executive or Executive's dependents; *provided, however*, that (A) such coverage shall be subject to all of the terms and conditions of such plans, including, without limitation, the eligibility provisions, (B) such coverage shall terminate if and to the extent Executive or Executive's dependents become covered by the medical, dental, and life insurance plans of a subsequent employer (and any such coverage shall be promptly reported to Company by Executive), (C) if Executive (and/or Executive's spouse) would have been entitled to retiree medical, dental, and/or life insurance coverage under Company's plans (or such Affiliate's plans, as the case may be) had Executive voluntarily retired on the date of such termination, then such coverages shall be continued as provided under such plans, and (D) in the event that continued participation in any such Company plan (or such Affiliate's plan, as the case may be) is not permitted by the terms of such plan, Company shall use its best efforts to arrange, upon comparable terms, benefits substantially equivalent to those that were provided under such Company plan (or such Affiliate's plan, as the case may be); *provided, further*, that the medical and dental coverage described in clause (i) shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or such Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement), plus (ii) immediate vesting of any outstanding equity awards as of the effective date of such Change in Control, except with regard to PSAP awards, such performance shares would vest as of the effective date of the Change in Control, measured using the actual result of the performance criteria outlined in the applicable Award Agreement as of the most recent quarter-end, plus (iii) reimbursement of reasonable outplacement services incurred by Executive during the twelve month period beginning on the date of termination; *provided, however*, that (A) any reimbursements for outplacement services shall not exceed \$25,000 in the aggregate and (B) Executive must provide documentation acceptable to Company evidencing Executive's payment of outplacement services, plus (iv) notwithstanding the coverage therefor under any other provision hereof including clause (i) above, (provided that in no case shall this subsection require Company to provide duplicative benefits coverage under its own programs), following the expiration of the 30-month period described in clause (i) above, Executive shall be provided a benefits package (for so long as Executive or Executive's spouse or dependent children shall live), including medical, hospital, dental and basic life insurance plans and coverage for Executive and Executive's spouse and dependent children at least as favorable (including premium payments no higher than the lowest employee cost of such coverage) to Executive (and Executive's spouse and/or dependent children) as those provided immediately prior to termination unless, with respect to any particular plan or coverage, the continuation of such existing plan or coverage would have material adverse financial or regulatory consequences for the Company, in which case the plan or coverage will be provided through one or more individual insurance plan(s) paid for by Company or be self-funded by the Company with comparable individual coverage at its expense. If the receipt of any benefit or payment under clause (iv) above ("**Benefit**") is taxable to Executive, then Company shall pay to Executive, within 60 days after the end of each taxable year of Executive, an additional amount in cash ("**Additional Payment**") equal to all taxes (including any interest or penalties imposed with respect to such taxes) Executive incurs with respect to such Benefit for such taxable year and any Additional Payment received by Executive during such taxable year. The medical, hospital and dental coverage described in clause (iv) above shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or an Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage

providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement).

(f) "**Change in Control Payment**" shall mean an amount equal to the sum of (i) two and one-half times the sum of (A) Executive's annual base salary as in effect pursuant to Section 2.1 immediately prior to Executive's termination of employment with Company and (B) the target annual incentive bonus amount that Executive could have earned for the year during which Executive's employment with Company terminates, plus (ii) the target annual incentive bonus amount that Executive could have earned for the year during which Executive's employment with Company terminates, multiplied by a fraction, the numerator of which is the number of days that have elapsed from the beginning of such year through the date of termination and the denominator of which is the total number of days in such year (the "**Pro-Rata Bonus**").

(g) "**Code**" shall mean the Internal Revenue Code of 1986, as amended.

(h) "**Committee**" shall mean the Compensation Committee of the Board of Directors.

(i) "**Company**" shall mean Core Laboratories Inc. and its Affiliates.

(j) "**Disability**" shall mean Executive becoming incapacitated by accident, sickness, or other circumstance that renders Executive mentally or physically incapable of performing the duties and services required of Executive hereunder on a full-time basis for a period of at least 180 consecutive calendar days.

(k) "**Effective Date**" shall mean February 1, 2024.

(l) "**Good Reason**" shall mean (i) a material diminution in Executive's authority, duties, or responsibilities from those applicable to Executive as of the Effective Date or as agreed to in writing by the parties, (ii) a permanent change and relocation of Executive's principal place of employment with Company, which is more than 50 miles away from the prior location, (iii) a material breach by Company of any material provision of this Agreement, or (iv) a material diminution in Executive's base salary. Notwithstanding the provisions of the preceding sentence, any assertion by Executive of a termination of employment for Good Reason shall not be effective unless all of the following conditions are satisfied: (A) the condition described in clause (i), (ii), (iii), or (iv) of the preceding sentence giving rise to Executive's termination of employment must have arisen without Executive's written consent; (B) Executive must provide written notice to Company of such condition in accordance with paragraph 7.1 within 90 days of Executive first becoming aware of the condition; (C) the condition specified in such notice must remain uncorrected for 30 days after receipt of such notice by Company; and (D) the date of Executive's termination of employment must occur within 180 days after Executive first becoming aware of the condition specified in such notice.

(m) "**Post-retirement Benefits**" shall mean (i) continued coverage under Company's medical, dental, and group life insurance plans (or, as the case may be, those plans of the Affiliate at whose offices Executive spends a majority of Executive's working time) shall be provided for Executive and those of Executive's dependents (including Executive's spouse) who were covered under such plans on the day prior to Executive's termination of employment with Company for eighteen months from the date of such termination at no cost to Executive or Executive's dependents; *provided, however*, that (A) such coverage shall be subject to all of the terms and conditions of such plans, including, without limitation, the eligibility provisions, (B) such coverage shall terminate if and to the extent Executive or Executive's dependents become covered by the medical, dental, and life insurance plans of a subsequent employer (and any such coverage shall be promptly reported to Company by Executive), (C) if Executive (and/or Executive's spouse) would have been entitled to retiree medical, dental, and/or life insurance coverage under Company's plans (or such Affiliate's plans, as the case may be) had Executive voluntarily retired on the date of such termination, then such coverages shall be continued as provided under such plans, and (D) in the event that continued participation in any such Company plan (or such Affiliate's plan, as the case may be) is not permitted by the terms of such plan, Company shall use its best efforts to arrange, upon comparable terms, benefits substantially equivalent to those that were provided under such Company plan (or such Affiliate's plan, as the case may be); *provided, further*, that the medical and dental coverage described in clause (i) shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such

that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or such Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement), plus (ii) notwithstanding the coverage therefor under any other provision hereof including clause (i) above, (provided that in no case shall this subsection require Company to provide duplicative benefits coverage under its own programs), following the expiration of the 18-month period described in clause (i) above, Executive shall be provided a benefits package (for so long as Executive or Executive's spouse or dependent children shall live), including medical, hospital, dental and basic life insurance plans and coverage for Executive and Executive's spouse and dependent children at least as favorable (including premium payments no higher than the lowest employee cost of such coverage) to Executive (and Executive's spouse and/or dependent children) as those provided immediately prior to termination unless, with respect to any particular plan or coverage, the continuation of such existing plan or coverage would have material adverse financial or regulatory consequences for the Company, in which case the plan or coverage will be provided through one or more individual insurance plan(s) paid for by Company or be self-funded by the Company with comparable individual coverage at its expense. The medical, hospital and dental coverage described in clause (ii) above shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or an Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement).

(n) "**PSAP**" shall mean restricted performance share awards (or similar awards) granted to Executive the vesting of which is subject to the attainment by the Company of one or more financial reporting measures.

(o) "**Severance Benefits**" shall mean (i) continued coverage under Company's medical, dental, and group life insurance plans (or, as the case may be, those plans of the Affiliate at whose offices Executive spends a majority of Executive's working time) shall be provided for Executive and those of Executive's dependents (including Executive's spouse) who were covered under such plans on the day prior to Executive's termination of employment with Company for eighteen months from the date of such termination at no cost to Executive or Executive's dependents; *provided, however*, that (A) such coverage shall be subject to all of the terms and conditions of such plans, including, without limitation, the eligibility provisions, (B) such coverage shall terminate if and to the extent Executive or Executive's dependents become covered by the medical, dental, and life insurance plans of a subsequent employer (and any such coverage shall be promptly reported to Company by Executive), (C) if Executive (and/or Executive's spouse) would have been entitled to retiree medical, dental, and/or life insurance coverage under Company's plans (or such Affiliate's plans, as the case may be) had Executive voluntarily retired on the date of such termination, then such coverages shall be continued as provided under such plans, and (D) in the event that continued participation in any such Company plan (or such Affiliate's plan, as the case may be) is not permitted by the terms of such plan, Company shall use its best efforts to arrange, upon comparable terms, benefits substantially equivalent to those that were provided under such Company plan (or such Affiliate's plan, as the case may be); *provided, further*, that the medical and dental coverage described in clause (i) shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or such Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement), plus (ii) immediate vesting of any outstanding equity awards as of the effective date of such Change in Control, except with regard to PSAP awards, such performance shares would vest as of the effective date of the Change in Control, measured using the actual result of the performance criteria outlined in the applicable Award Agreement as of the most recent quarter-end, plus (iii) reimbursement of reasonable outplacement services incurred by Executive during the twelve month period beginning on the date of termination; *provided, however*, that (A) any reimbursements for outplacement services shall not exceed \$25,000 in the aggregate and (B) Executive must provide documentation acceptable to Company evidencing Executive's payment of outplacement

services, plus (iv) notwithstanding the coverage therefor under any other provision hereof including clause (i) above, (provided that in no case shall this subsection require Company to provide duplicative benefits coverage under its own programs), following the expiration of the 18-month period described in clause (i) above, Executive shall be provided a benefits package (for so long as Executive or Executive's spouse or dependent children shall live), including medical, hospital, dental and basic life insurance plans and coverage for Executive and Executive's spouse and dependent children at least as favorable (including premium payments no higher than the lowest employee cost of such coverage) to Executive (and Executive's spouse and/or dependent children) as those provided immediately prior to termination unless, with respect to any particular plan or coverage, the continuation of such existing plan or coverage would have material adverse financial or regulatory consequences for the Company, in which case the plan or coverage will be provided through one or more individual insurance plan(s) paid for by Company or be self-funded by the Company with comparable individual coverage at its expense. The medical, hospital and dental coverage described in clause (iv) above shall be provided through an arrangement that satisfies the requirements of Sections 105 and 106 of the Code such that the benefits or reimbursements under such arrangement are not includible in Executive's income (and, if continued coverage under Company's plans (or an Affiliate's plans, as the case may be) does not satisfy this requirement, then Company shall arrange, upon comparable terms, for coverage providing substantially equivalent benefits to be provided under one or more insurance policies that will satisfy this requirement).

(p) "**Severance Payment**" shall mean an amount equal to the sum of (i) two times Executive's annual base salary as in effect pursuant to Section 2.1 immediately prior to Executive's termination of employment with Company, plus (ii) the Pro-Rata Bonus.

[signature page follows]  
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 6<sup>th</sup> day of February, 2024, to be effective as of the Effective Date.

**CORE LABORATORIES INC.**

By: /s/ Lawrence V. Bruno  
Lawrence V. Bruno  
Chief Executive Officer

**EXECUTIVE**

/s/ Mark D. Tattoli  
Mark D. Tattoli

**Significant Subsidiaries of the Registrant at December 31, 2023**

<b>Name</b>	<b>Legal Seat</b>	<b>Ownership %</b>
Core Laboratories Australia PTY LTD	Perth, Australia	100%
Core Laboratories International B.V.	Amsterdam, The Netherlands	100%
Core Laboratories LP	Delaware, United States	100%
Core Laboratories Malaysia SDN BHD	Kuala Lumpur, Malaysia	100%
Core Laboratories Sales B.V.	Rotterdam, The Netherlands	100%
Core Laboratories (U.K.) Limited	London, United Kingdom	100%
Owen Oil Tools LP	Delaware, United States	100%
Saybolt Nederland B.V.	Rotterdam, The Netherlands	100%

Pursuant to Item 601(b)(21)(ii) of Regulation S-K, the names of other subsidiaries are omitted because, considered in the aggregate, they would not constitute a significant subsidiary as of the end of the year covered by this report.

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**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the registration statements (No. 333-245691) on Form S-3, (No.333-269259) on Form S-4, and (Nos. 333-248137, 333-231277, 333-73774, and 333-73772) on Form S-8 of our reports dated February 14, 2024, with respect to the consolidated financial statements of Core Laboratories Inc. and the effectiveness of internal control over financial reporting.

/s/ KPMG LLP

Houston, Texas  
February 14, 2024

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Certification

Exhibit 31.1

I, Lawrence Bruno, certify that:

1. I have reviewed this Annual Report on Form 10-K of Core Laboratories Inc. (the "Registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and
5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: February 14, 2024

By: /s/ Lawrence Bruno  
Lawrence Bruno  
Chief Executive Officer

Certification

Exhibit 31.2

I, Christopher S. Hill, certify that:

1. I have reviewed this Annual Report on Form 10-K of Core Laboratories Inc. (the "Registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and
5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: February 14, 2024

By: /s/ Christopher S. Hill  
Christopher S. Hill  
Chief Financial Officer

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Certification of  
Chief Executive Officer  
Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

I, Lawrence Bruno, Chief Executive Officer of Core Laboratories Inc. (the "Company"), hereby certify that the accompanying Annual Report on Form 10-K for the year ended December 31, 2023, filed by the Company with the Securities and Exchange Commission on the date hereof fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended, (the "Report").

I further certify that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 14, 2024

/s/ Lawrence Bruno  
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Name: Lawrence Bruno  
Title: Chief Executive Officer

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Certification of  
Chief Financial Officer  
Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

I, Christopher S. Hill, Chief Financial Officer of Core Laboratories Inc. (the "Company"), hereby certify that the accompanying Annual Report on Form 10-K for the year ended December 31, 2023, filed by the Company with the Securities and Exchange Commission on the date hereof fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended, (the "Report").

I further certify that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 14, 2024

/s/ Christopher S. Hill

Name: Christopher S. Hill

Title: Chief Financial Officer

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