

Risk Factors Comparison 2025-02-13 to 2024-02-15 Form: 10-K

Legend: **New Text** ~~Removed Text~~ Unchanged Text **Moved Text Section**

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~~ **2024**, the Company's fixed assets **and total assets in Russia were \$ 4. 5 million and \$ 11. 7 million, respectively. Total assets located in Russia represent approximately 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~~ **2024**, the contractual obligation to exit these leased facilities is approximately \$ 0. ~~6~~ **4** million. For the year ended December 31, ~~2023~~ **2024**, revenue attributable to our operations in Russia was \$ ~~22~~ **23** . ~~8~~ **0** million, representing **approximately 4 less than 5 % of the Company's total revenue. Cessation of If we discontinue our Russian operations in Russia as a resulting --- result from future of expanded sanctions , we could may cause us to incur employee severance and other associated exit costs statutorily of approximately \$ 2. 5 million, as** required under local labor laws. During the year ended December 31, ~~2023~~ **2024**, revenue attributable to the Company's Ukraine operations and assets located in Ukraine, were **immaterial 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 . **Our operations, financial results and cash flows, including our ability to repatriate cash, may be adversely affected due to the conflict and will depend on various factors, including the extent and duration of the conflict, its effects on regional and global economic and geopolitical conditions, and the effect of more expansive or stringent laws, sanctions or trade control restrictions, whether adopted by Western nations or the Russian Federation, on our business, the global economy and global supply chains** . 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.

We Our operations are subject to the risk of cyber – security risks. A cyber incident could occur and result in information theft, data corruption, operational disruption and / or financial loss. The frequency and magnitude of cybersecurity attacks is increasing and threat actors have become more sophisticated. Cybersecurity attacks are similarly evolving and include without limitation use of malicious software, surveillance, credential stuffing, spear phishing, social engineering, use of deepfakes (i. e., highly realistic synthetic media generated by artificial intelligence), attempts to gain unauthorized access to data, and other electronic security breaches that could have a material adverse effect on lead to disruptions in critical systems, unauthorized release of confidential or otherwise protected information and corruption of data. We may be unable to anticipate, detect or prevent future attacks, particularly as the vectors used by threat actors change frequently or are not readily identifiable until deployed. We may also be unable to investigate or remediate cybersecurity incidents as threat actors are increasingly using techniques designed to circumvent controls, avoid detection, and delete or obfuscate forensic evidence. Our technologies, systems and networks, and those of our vendors, suppliers consolidated results of operations and consolidated financial condition. Our other business partners, may become the target of cyberattacks or information security technology systems are subject to possible breaches and other threats, including insider threats, that could cause us harm result in the unauthorized release, gathering, monitoring, misuse, loss or destruction of proprietary information, personal information and other data, or other disruption of our business operations. Although In addition, certain cyber incidents, such as unauthorized surveillance, may remain undetected for an extended period. Our systems and insurance coverage (if any) for protecting against cyber security risks, including cyberattacks, may not be sufficient and may not protect against or cover all of the losses (including potential reputational loss) we devote significant may experience. As cyber incidents continue to evolve, particularly with the advent of artificial intelligence, we may be required to expend additional resources to modify or enhance our cybersecurity measures or to investigate and remediate the effects of cyber incidents. We utilize technologies, controls and procedures, as well as internal staff and external service providers to protect our systems and data, to identify and remediate vulnerabilities and to monitor and respond to threats. However, there can be no assurance that such measures our systems will prevent or limit the effects of cyber- attacks or will be sufficient to prevent security breaches from occurring. No security measure is infallible. If we or detect, or the third parties with whom we interact were to avoid experience a material adverse impact on successful attack, the potential consequences to our systems when such attacks do business, workforce and the communities in which we operate could be significant, including financial losses, regulatory fines, loss of business, an inability to settle transactions or maintain operations, litigation costs, remediation costs, disruptions related to investigation, and significant damage to occur-- our reputation.

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. **Certain A** growing number of states have adopted **or**, 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 **November 2024** the U. S., **the EPA finalized the some of our oil and gas customers will be required to pay a fee for certain methane emissions beginning in charge rule, implementing the Inflation Reduction Act of 2022-2022 " IRA 2022, " which applies to oil and gas facilities emitting more than 25, 000 metric tons of CO2 equivalent per year. If the methane emissions charge rule is implemented, it could increase our U. S. customers' operating costs, and the fees and other requirements of the regulation could accelerate the transition away from fossil fuels, which may in turn reduce demand for our products and services and adversely affect our business and results of operations. As another example,** 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. **The requirements of the EPA's final methane rules and similar regulations for the oil and gas industry have the potential to increase our clients' operating costs and thus may adversely affect our financial results and cash flows.** 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 **of** 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.

The United States Securities and Exchange Commission released its final rule on climate-related disclosures on March 6, 2024, requiring the disclosure of certain climate-related risks and financial impacts, as well as GHG emissions. Under the rule, large accelerated filers would be required to incorporate the applicable climate-related disclosures into their filings beginning in fiscal year 2025, with additional requirements relating to the disclosure of Scope 1 and 2 greenhouse gas emissions, if material, and attestation reports for certain large accelerated filers subsequently phasing in. However, the future of the SEC climate rule is uncertain at this time given that its implementation has been stayed pending the outcome of legal challenges; moreover, the Commission may seek to repeal the rule though we cannot predict whether such action will occur or its timing. Business operations may also subject us or our customers to state-mandated climate disclosures. For instance, the Climate-Related Financial Risk Act ("CRFRA") in California requires the disclosure of a climate-related financial risk report (in line with the Task Force on the Climate-related Financial Disclosures ("TCFD") recommendations or equivalent disclosure requirements under the International Sustainability Standards Board's ("ISSB") climate-related disclosure standards) every other year for public and private companies that are "doing business in California" and have total annual revenue of \$ 500 million. Reporting under this law would begin in 2026 and the ultimate impact of the law on our business is uncertain — the Governor of California has directed further consideration of the implementation deadlines for each of the laws, and there is potential for legal challenges to be filed with respect to the scope of the law — but, absent clarification or revisions to the law, alongside the SEC disclosure rule, finalization and implementation may result in increased compliance costs and increased costs of and restrictions on access to capital.

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.

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 provide 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 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, **provided an** ~~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. **may have or** 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~~ **CYBERSECURITY** ~~The~~ 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 1.54 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 Frépillon, France, 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 \$15.16. 77-97 per share and there were 46,856,826, 536,820 shares of common stock issued and outstanding held by approximately 195-176 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, 2018-2019 and ending December 31, 2023-2024. 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, 2018-2019 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 2023-2024 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, 2023-2024:

Period	Total Number of Shares Purchased	Number of Shares Purchased as Part of a Publicly Announced Program	Maximum Number of Shares that may be yet Purchased Under the Program	Average Price Paid Per Share	Price Paid Per Share
October 1, 2023 to October 31, 2023-2024	(1) 11,211	118,829	23,199	99.22	4,672,858
November 1, 2023 to November 30, 2023-2024	(1) 1,521	134,136	20,198	82.64	4,671,864
December 1, 2023 to December 31, 2023-2024	(1) 84,191	499	17,017	18.67	12,671,835
Total	96,264	751,982	18,435	43.51	96,877,751

(1) During the quarter, 96,877,751 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) Additionally, we purchased 177,216 shares in the open market 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, 2023-2024, we have repurchased 40,379,666, 635,075 shares for an aggregate purchase price of approximately \$ 1.7 billion, or an average price of \$ 41.28-12 per share. At December 31, 2023-2024, we held 82-140, 021-048 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) through a series of steps, resulted in** the merger (the "**Merger**") of Core Laboratories N. V. **, a holding company in the Netherlands,** 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 **subsequently (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. **The** As a result of the Redomestication Transaction, **all has been accounted for as a transaction between entities under common shares control.** **There is no difference between the combined separate entities prior to the Redomestication Transaction and the combined separate entities after the Redomestication Transaction with respect to the consolidated financial statements; therefore, comparative information reported in these financial statements do not differ from amounts previously reported under** Core Laboratories N. V. 's consolidated financial statements ~~were canceled and exchanged for common stock in Core Laboratories Luxembourg S.~~ **These financial statements should be read in conjunction with** A. on a one-for-one basis. Former holders of Core Laboratories N. V. common shares now hold **'s Quarterly Report one-on Form 10-Q** share of common stock of Core Laboratories Inc. (formerly Core Laboratories Luxembourg S. A.) for each **the three months ended March 31, 2023 and** Core Laboratories N. V. common share owned immediately prior to **'s Annual Report on Form 10-K for the year ended December 31** consummation of the Redomestication Transaction, **2022** and the business, **including** 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, **2024, 2023, and 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: Baker Hughes Worldwide Average Rig Count (1) 1, **735 1,** 814 1, 747 ~~1, 362~~ Baker Hughes U. S. Average Rig Count (1) Baker Hughes U. S. Land-based Average Rig Count (1) Baker Hughes Worldwide Year-End Rig Count (2) 1, **660 1,** 739 1, 835 ~~1, 563~~ Baker Hughes U. S. Year-End Rig Count (2) Baker Hughes U. S. Land-based Year-End Rig Count (2) Average Crude Oil Price per Barrel WTI (3) \$ **76. 63** \$ 77. 58 \$ 94. 90 ~~\$ 68. 14~~ Average Crude Oil Price per Barrel Brent (4) \$ **80. 52** \$ 82. 49 \$ 100. 93 ~~\$ 70. 86~~ Average Natural Gas Price per MMBtu (5) \$ 2. **19** \$ 2. 52 \$ 6. 45 \$ 3. 89 Year-end Crude Oil Price per Barrel WTI (3) \$ **72. 44** \$ 71. 89 \$ 80. 16 ~~\$ 75. 33~~ Year-end Crude Oil Price per Barrel Brent (4) \$ **74. 58** \$ 77. 69 \$ 82. 82 ~~\$ 77. 24~~ Year-end Natural Gas Price per MMBtu (5) \$ **3. 40** \$ 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 ~~.~~ **These international and offshore projects** once announced and started, will continue through completion, despite changes in the current price of crude oil. ~~The~~ **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 began** 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, moderating in 2023 and stabilizing in 2024. The maritime supply chains associated with the movement of crude oil have continued to realign and stabilize throughout in 2023 and 2024, which has reduced some of the volatility in crude- oil prices. Core Lab expects crude- oil supply lines to remain, however, expanded sanctions were issued in January 2025, which have resulted in more stable, although the recent elevated prices and uncertainty. The conflict that erupted in the Middle East that began in October 2023 has resulted in additional disruptions in the movement and trading of crude oil which still continue continued throughout 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. According to the latest International Energy Agency's report, the current global demand for crude oil and natural gas remains at a high-moderate level though the growth momentum is expected to slow down in 2024-2025 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 in during 2021 and strengthened throughout 2022, however, activity decreased during 2023 and continued to decrease throughout 2024. Since April 2023, the U. S. land- based rig count has continuously declined resulting in a 21-5 % reduction as at the end of December 31, 2024 compared to December 31, 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 5,099-825 as of December 31, 2021-2023, and declined to 4-5, 238-577 and 4, 374 at end of 2022-2024 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 to decline from 2023 to 2024, the number of wells completed continued to outpace the number of new wells drilled during these periods. In the U. S., the land- based average land- based rig count increased decreased approximately 53-5 % from 2021 to 2022 to 2023 primarily as drilling activity accelerated due to a significant decline 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. Additionally, efficiencies gains in drilling and completing wells allowed operators to complete their 2023 drilling programs ahead of their original schedule. This Average natural gas prices continued to decline by approximately 13 % in 2024 compared to 2023, and as a result-- result in the U. S. land- based average rig count decreased by a similar level in decreasing approximately 21 % at the end of 2023-2024 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., international average rig count activities associated with the exploration for, and production of, oil also showed an increase of approximately 6 % in 2023 from 2022 and, however, subsequently remained flat in 2023-2024 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. 5-0 million during the years 2021, 2022 and, 2023 and 2024, 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, 2023-2024 Compared to the Years Ended December 31, 2023 and 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, 2024, 2023, and 2022 and 2021 are summarized in the following chart. Results of operations as a percentage of applicable revenue for the years ended December 31, 2024, 2023, and 2022 and 2021 are as follows (in thousands, except for per share information): 2024 / 2023 2023 / 2022 2022 / 2021 % Change REVENUE: Services \$ 388, 205 74. 1 % \$ 371, 914 73. 0 % \$ 346, 974 70. 8 % 4 \$ 344, 342 73. 2 4 % 7. 2 % 0. 8 % Product sales 135, 643 25. 9 % 137, 876 27. 0 % 142, 761 29. 2 % (1 125, 910 26. 8 6) % (3. 4) % 13. 4 % Total revenue 523, 848 100. 0 % 509, 790 100. 0 % 489, 735 100. 0 % 2 470, 252 100. 8 0 % 4. 1 % 4. 1 % OPERATING EXPENSES: Cost of services * (1) 297, 324 76. 6 % 282, 135 75. 9 % 274, 297 79. 1 % 5 267, 641 77. 7 4 % 2. 9 % 2. 5 % Cost of product sales * (1) 123, 198 90. 8 % 117, 822 85. 5 % 119, 358 83. 6 % 4 100, 255 79. 6 (1. 3) % 19. 1 % Total cost of services and product sales 420, 522 80. 3 % 399, 957 78. 5 % 393, 655 80. 4 % 5 367, 896 78. 2 1 % 1. 6 % 7. 0 % General and administrative expense (1) 39, 770 7. 6 % 40, 259 7. 9 % 38, 117 7. 8 % (1 44, 173 9. 4 2) % 5. 6 % (13 Depreciation and amortization 14, 953 2. 9 7) % Depreciation and amortization 15, 784 3. 1 % 17, 161 3. 5 % 18, 516 (5. 3) . 9 % (8. 0) % (7. 3) % Other (income) expense, net (9, 953) (1. 9) % (850) (0. 2) % (722) (0. 1) % (5, 595) (1. 2) % NM NM OPERATING INCOME 58, 556 11. 2 % 54, 640 10. 7 % 41, 524 8. 5 % 7 45, 262 9. 6 2 % 31. 6 % (8. 3) % Interest expense 12, 369 2. 4 % 13, 430 2. 6 % 11, 570 2. 4 % (7. 9) ; 152 1. 9 % 16. 1 % 26. 4 % Income before income taxes 46, 187 8. 8 % 41, 210 8. 1 % 29, 954 6. 1 % 12 36, 110 7. 7 1 % 37. 6 % (17. 0) % Income tax expense 14, 034 2. 7 % 4, 185 0. 8 % 10, 296 2. 1 % 235. 15, 891 3 % (59. 4) % (59. 4) % (35. 2) % Net income 32, 153 6. 1 % 37, 025 7. 3 % 19, 658 4. 0 % (13 20, 219 4. 3 2) % 88. 3 % (2. 8) % Net

income attributable to non-controlling interest 0.1% — 0.1% — NM NM Net income attributable to Core Laboratories Inc. \$ **31,400.6** 0.0% \$ 36,675.7 2.2% \$ 19,453.4 0.0% **(14.5)** **19,727.4**) -2.2% 88.5% **(1.4)** % Diluted earnings per share \$ **0.67** \$ **0.78** \$ **0.42** **0** **(14.4)** **31** % 85.7% **(2.3)** % Diluted earnings per share attributable to Core Laboratories Inc. \$ **0.66** \$ **0.77** \$ **0.42** **0** **(14.4)** **31** % 83.3% **0.0** % Diluted weighted average common shares outstanding 47, **685** **47**, 523 46, 813 **46,690**

Other Data: Current ratio (2) **2.32**: **1.2**, 53: 1 2. 05: 1 **2** **Debt to EBITDA ratio (3)** **1.08** **37**: 1 **Debt to EBITDA ratio (3)** **2.11**: 1 2. 68: 1 **2** **70**: 1 **Debt to Adjusted EBITDA ratio (4)** **1.31**: **1** 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, **2023-2024**, was \$ **371-388.9** **2** million, an increase of **7-4** % compared to **2022-2023**. The increase was due to growth in activity levels in both U. S. and international markets. **Over Approximately 70 % of service revenue is generated from international markets. In, and in 2023-2024, growth occurred in several international markets, primarily including the recovery of services in the European-- Europe region. The Russia, Africa and Asia Pacific, despite the headwinds from the on- Ukraine going geopolitical conflict conflicts previously discussed 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 service revenue in 2024 compared to 2023, benefited from continued growing client activity from 2023 into 2024, 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. Well completion diagnostic services in the U. S. market also showed strong growth in 2024 compared to 2023 although some well diagnostic projects in the Gulf of Mexico were delayed due to multiple hurricanes during 2024. Service revenue for the year ended December 31, 2023, was \$ 371.9 million, increased by 7 % compared to 2022. In 2023, the increase was due \$ 347.0 million, relatively flat compared to 2021 growth in activity levels in both U. S. and international markets. The growth occurred in several international markets including the recovery of services in the European region. The increase in U. S. operations benefited from the COVID-19 pandemic started to ease, growing client activity year over year for our reservoir core and reservoir fluids analysis services on projects from across the globe, as well as a growing demand for CCS projects 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. Product sales to the U. S. onshore markets are generally delivered more frequently and in smaller quantities, versus product sales to international markets which 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, **2023-2024**, was \$ **137-135.9** **6** million, a decrease of **3-2** % compared to **2022-2023**. 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-based average rig count decreased **21-13** % at the end of **in 2024 compared to 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, **2022-2023**, was \$ **142-137.8** **9** million, an increase **decrease** of **13-3** % compared to **2021-2022**. The increase **decrease** in product sales, which is primarily **driven by the decline** include differentiated well completion products and specialized laboratory instrumentation, was attributable to growth in both the U. S. onshore and international markets market, where the U. S. land-based average rig count decreased by **5 % in 2023 compared to 2022**. Cost of Services, excluding depreciation Cost of services for the year ended December 31, **2023-2024** was \$ **282-297.1** **3** million, an increase of **3-5** % compared to **2022-2023**, which corresponded to **is slightly higher than** the change in service revenue. Cost of services for the year ended December 31, **2022-2023** was \$ **274-282.3** **1** million, an increase of **2-3** % compared to **2021-2022**, which corresponded with the change in. **Cost of services expressed as a percentage of service revenue. Additionally, during increased to 77 % in 2022-2024 the restoration of substantially all employee compensation and benefit compared to 76 % in 2023. The slight increase in costs cost resulted in of services as a percentage of service revenue in 2024, was primarily associated with higher employee compensation and higher operating cost costs as a result of additional costs incurred due to the fire incident at one of our U. K. facilities. The additional costs and loss of income from business interruption were substantially covered by insurance proceeds recorded in Other (income) expense, net. 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, **2023-2024** was \$ **117-123.8** **2** million, an **decrease-increase** of **1-5** % compared to **2022-2023 and cost of**, which corresponded to the decrease in product sales **as a percentage of sales revenue increased to 91 % in 2024 from 86 % in 2023. Both were driven primarily by certain inventory and other related asset write-downs of approximately \$ 3.3 million in 2024.** Cost of product sales****

for the year ended December 31, 2022-2023 was \$ 119.117.48 million, an increase-decrease of 19.1 % 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. Both were 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 \$ 40.39.38 million in 2023-2024, an increase-decrease of 6.1 % or \$ 0 2.1 million, was primarily due to 1) the recognition of additional stock compensation expense of \$ 6.5 million in 2023, compared to \$ 3. The decrease is 9 million in 2022, which was associated with lower employee the accelerated stock compensation costs, which were substantially offset by increases in costs expense for retirement eligible employees; and 2) the reversal of stock compensation expense previously recognized as the performance conditions associated with the implementation 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-global human capital management system and a third- party assessment of \$ 2.0 million from the company-Company ’ s IT cybersecurity environment 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 \$ 38.40.13 million in 2022-2023, decreased 14-an increase of 6 % or \$ 6 2.1 million compared to 2021-2022. The decrease-increase is primarily due to changes in value of company owned life insurance and stock 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, 2023-2024 was \$ 15.80 million, a decrease from \$ 15.8 million and \$ 17.2 million and \$ 18.5 million in 2023 and 2022 and 2021, respectively, -. The decrease in 2024 and are 2023 is associated with assets which became fully depreciated and lower levels of 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, Gain on sale of assets \$ (1,779) \$ (200) \$ (1,068) \$ (427) Results of non- consolidated subsidiaries (236) (394) (294) (62-) Foreign exchange (gain) loss, net (228) 1,197 Rents and royalties (1,922) (698) (709) (571-) Return on pension assets and other pension costs (1,178) (1,365) (545) (306-) Loss on lease abandonment and other exit costs 1,146 — — Assets write- down 1,110 1,143 — Insurance and other settlements (8,432) (604) (669) Severance and other charges — 3,332 ATM termination costs — — Insurance and other settlements (604) (669) (2,236) Severance and other charges — 3,332 — Gain on sale of business — — (1,012) Other, net (397) (509) (998) (753-) Total other (income) expense, net \$ (9,953) \$ (850) \$ (722) \$ (5,595) In 2024 and 2022, we sold our certain ownership interest in mineral rights of certain properties for a net gain of \$ 1.4 million and \$ 0.7 million, respectively, which is included in gain on sale of assets. During the years ended December 31, 2024 and 2023, we abandoned certain leases in the U. S. and Canada and incurred lease abandonment and other exit costs of \$ 0.7 million and \$ 1.1 million, respectively. As a result of consolidating and exiting these facilities, the associated leasehold improvements, right of use assets and other assets of \$ 1.1 million and \$ 1.1 million were abandoned and expensed during the years ended December 31, 2024 and 2023, respectively. In February 2024, we had a fire incident at one of our U. K. facilities and we have recorded partial settlements and certain net gains from insurance recovery of \$ 8.4 million during the year ended December 31, 2023-2024, we abandoned certain leases in the U. S. and Canada and Amounts associated with partial settlement for costs incurred costs and loss of income from business interruption are \$ 14.10 million, -We integrated and relocated these facilities-net gains associated with property, plant and equipment are wrote down related leasehold improvements and right of use assets of \$ 14.14 million. During the year ended December 31, 2023, we wrote off previously deferred costs of \$ 0.5 million upon termination of our 2022 at-the-market offering (“ 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. During the year ended December 31, The North America mid- continent winter storm in February 2021-2022 caused business interruptions and property losses to certain facilities, and we received insurance settlements of \$ 0.7 million associated with business interruptions and \$ 1.6 million in 2022 and 2021, respectively. We incurred property and other losses to certain facilities caused by the North America mid- continent winter storm in February 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, Angolan Kwanza \$ (46) \$ (2) \$ (36-) Australian Dollar (2) British Pound (408) Canadian Dollar Colombian Peso (430) (281) Euro (382) (450-) Indonesian Rupiah Nigerian Naira (74) (39) Norwegian Krone (20) (31) Russian Ruble (375) (16-) Turkish Lira (472) Other currencies, net Foreign exchange (gain) loss, net \$ 1,197 \$ \$ (228) Interest Expense Interest expense for the year ended December 31, 2023-2024 was \$ 13.12.4 million compared to \$ 13.4 million and \$ 11.6 million in 2023 and \$ 9-2022, respectively. 2- In 2024, the Company reduced its total outstanding debt by \$ 38.0 million in or 23 % from end of 2022-2023 and. The decrease in interest expense associated with lower outstanding debt was partially offset by a higher average blended interest rates in 2024-2024, respectively compared to 2023. Although In September 2023, the 2011 Senior Notes of \$ 75 million with a fixed rate

of 4.11% matured and were partially refinanced with the 2023 Senior Notes of \$ 50 million with higher fixed rates of 7.25% and 7.50%. In 2023, the Company reduced its outstanding debt from end of 2022 when compared to 2022, however, the 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 partial refinancing 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, as discussed above 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 \$ 14.0 million in 2024 and resulted in an effective tax rate of 30.4%. The 2024 tax expense was primarily impacted by the geographic mix of earnings. 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 2024 / 2023 2023 / 2022 2022 / 2021 % Change REVENUE: Reservoir Description \$ 346,146 66.1% \$ 333,345 65.4% \$ 307,691 62.8% 3% \$ 313,609 66.7% 8.3% (1.9)% Production Enhancement 177,702 33.9% 176,445 34.6% 182,044 37.2% 0% 156,643 33.7% (3.1)% 16.2% Total revenue \$ 523,848 100.0% \$ 509,790 100.0% \$ 489,735 100.0% 2% \$ 470,252 100.0% 8.0% 4.1% 4.1% OPERATING INCOME: Reservoir Description * \$ 51,466 14.9% \$ 41,039 12.3% \$ 22,902 7.4% 25% \$ 28,958 9.2% (20.9)% Production Enhancement * 6,612 3.7% 12,519 7.1% 16,351 9.0% (47.1)% 15,163 9.7% (23.4)% 7.8% Corporate and other (1) 0.1% 1,082 0.2% 2,271 0.5% 1,141 0.2% NM NM OPERATING INCOME \$ 58,556 11.2% \$ 54,640 10.7% \$ 41,524 8.5% 7% \$ 45,262 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 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 growth in international projects across several international regions and ; 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 have begun to stabilize. Revenue from the Reservoir Description operating segment for the year ended December 31, 2023-2024 was \$ 333-346.3-1 million, an increase of 8-4% compared to 2022-2023. The increased revenue in 2023-2024 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 continued momentum of growing demand for CCS projects in the last couple of years. 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 ; continued to improve in 2024. The growth in revenue as was discussed above partially offset by delayed project revenue caused by the fire incident at one of our U. K. facilities. The Company holds insurance policies for both property damage and business interruption, which has minimized the loss to the Company associated with the fire. Revenue from the Reservoir Description operating segment was \$ 333.3 million in 2023, an increase of 8% when compared to \$ 307.7 million in 2022, down slightly when compared to \$ 313. The increased 6 million in 2021. Revenue 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 growing demand for CCS projects. Additionally, crude assay services associated with certain customer contracts denominated the maritime movement of crude oil and derived products improved in foreign currencies was adversely 2023, which were negatively impacted by the Russia- Ukraine conflict that began in 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, 2023-2024 was \$ 41-51.0-5 million, an increase of 79-25% compared to 2022-2023. Operating margins increased to 14.9% in 2024 from 12.3% in 2023 from 7.4% in 2022. The increase in operating income and operating margins in 2023-2024 is was primarily due to high operating margins associated with the incremental revenue of \$ 25-12.7-8 million in 2023-2024 and the improved continued improvement in utilization of our global laboratory network. Operating income in 2022-2023 was \$ 22-41.9-0 million, a an decrease increase of 21-79% compared to 2021-2022. Operating margins decreased increase to 12.3% in 2023 compared to 7.4% in 2022 compared to 9.2% in 2021. The decrease increase in operating income and operating margin in 2022-2023, correlates to the incremental decrease in revenue and the improved utilization of our global laboratory network decrease in operating margins reflect the increase in costs during 2022, associated with as well as the negative impact from the beginning of Company restoring employee compensation costs and benefits and disruption in services and operational inefficiencies caused by the Russia- Ukraine conflict in 2022, as previously discussed. 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 peaked in 2022 continued to increase through mid- November, and subsequently had a typical seasonal after the COVID- 19 pandemic, but decline declined in 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 further in

through the end of 2023-2024. The decline in drilling and completion activity is **was primarily** due to the weakening of **both crude oil and** natural gas commodity prices in 2023, and **some consolidation transactions of oil and gas producing companies remain focused on return of investment versus growing production, and were more disciplined with their annual production growth plans.** As a result, average rig count in the U. S. onshore market declined by 13 % in 2024 compared to 2023. Revenue from the Production Enhancement operating companies. Additionally segment for the year ended December 31, 2024 was \$ 177. 7 million, a slight increase of 1 % compared to 2023, primarily due to a higher level of service revenue associated with strong growth in well completion diagnostic services in 2024. This increase was substantially offset by lower activity and product sales into the U. S. onshore market. Revenue from the Production Enhancement operating segment was \$ 176. 4 million in 2023, a decrease of 3 % compared to 2022. In 2023, the decrease in drilling and completion activities in the U. S. land market is primarily due to operating companies reduced activity later in 2023 the year as they were ahead of schedule in their annual drilling programs due to efficiencies gained in drilling and completing wells. Operators **continue to** have remained disciplined with their annual plans and remain focused on return of investment versus growing production. As a result, **as discussed above** 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 **Operating** segment **income** for the year ended December 31, 2023-2024 was \$ 176-6. 46 million, a decrease of 47. 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 3. 7 % in 2024 from 7. 1 % in 2023. **The decrease in operating income and operating margin in 2024, was primarily due to 1) a charge of \$ 3. 3 million recorded in 2024 associated with inventory and other related asset write- downs, 2) a loss on sales of \$ 0. 6 million associated with the disposal of a building, and 3) severance and other charges of \$ 0. 5 million incurred in 2024, and no similar transactions in 2023. Operating income was \$ 12. 5 million in 2023 compared to \$ 16. 4 million in 2022. Operating margin of 7. 1 % in 2023 decreased** from 9. 0 % in 2022. The decrease in operating income and operating **margin-margins** in 2023, correlates to the decrease in revenue and higher absorption of fixed costs on a lower revenue base, as well as **continued increased cost associated with** inflationary **inflation** 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 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, 2023-2024, **substantially all \$ 18. 4 million** of our \$ 15-19. 1-2 million of cash **balances** 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, Cash provided by (used in): Operating activities \$ 56, 388 \$ 24, 789 \$ 24, 956 \$ 36, 579 Investing activities (6, 394) (6, 652) (3, 856) (10, 223) Financing activities (45, 957) (18, 445) (23, 375) (22, 459) Net change in cash and cash equivalents \$ 4, 037 \$ (308) \$ (2, 275) \$ 3- **Comparing the year ended December 31, 897-2024, to the year ended December 31, 2023, net income decreased \$ 4. 9 million, however, cash provided by operating activities increased \$ 31. 6 million. In 2024, improvement in cash provided by operating activities was primarily driven by improved operational working capital of \$ 34. 7 million compared to 2023, partially offset by higher cash used in prepaid expenses and other assets in 2024 versus 2023.** 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 Cash used in investing activities for** the year ended December 31, 2022-2024 **of** to the year ended December 31, 2021, net income decreased \$ 0. 6. 4 million was driven primarily while cash flows provided by operating activities decreased by **funding capital expenditures of \$ 13** 11. 6 million. Cash taxes paid increased in 2022 by \$ 5. 0 million and we were building higher levels **offset by: 1) \$ 1. 7 million** of inventory **proceeds from sale of assets, 2) \$ 2. 1 million of**

insurance recovery proceeds on property, plant and equipment associated with the fire incident in one of our facilities in the U. K., and 3) \$ 2. 8 million received on company owned life insurance policies. 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 in financing activities in for the year ended December 31, 2021-2024 of \$ 10-46. 2-0 million was primarily due to capital expenditures: 1) a net reduction in debt of \$ 13-38 million, 2) dividends paid of \$ 1. 9 million, and 3) repurchase of common stock of \$ 5. 3 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 2023-2024, we repurchased 113-286, 792-440 shares of our common stock for an aggregate amount of \$ 2-5. 2-3 million, or an average price of \$ 19-18. 35-52 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. 66-31 per share on December 31, 2023-2024, 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):

For the Years Ended December 31,	2023	2022	2021
Free Cash Flow Calculation			
Net cash provided by operating activities	\$ 56,388	\$ 24,789	\$ 24,956
Less: cash paid for capital expenditures	(13,028)	(10,579)	(10,216)
Free cash flow	\$ 43,360	\$ 14,210	\$ 14,740

Free cash flow increased significantly by \$ 23-29. 2 million for the year ended December 31, 2024, compared to the year ended December 31, 2023, primarily due to improvement in our operational working capital as discussed above, offset by a slightly higher level of capital spending associated with replacing equipment and restoring the facility that were damaged in the fire at one of our facilities in the U. K. that occurred in 2024. 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, 2023-2024, the Credit Facility has an available borrowing capacity of approximately \$ 69-106. 1 million. These Our debt instruments are summarized in the following table (in thousands):

December 31,	Interest Rate	Maturity Date	2011 Senior Notes Series B (1)	4. 11 %	September 30, 2023	\$ —
2021 Senior Notes Series A (2-1)	4. 09 %	January 12, 2026	\$ 45,000	\$ 45,000	2021 Senior Notes Series B (2-1)	4. 38 %
January 12, 2028	15,000	15,000	2023 Senior Notes Series A (3-2)	7. 25 %	June 28, 2028	25,000
2023 Senior Notes Series B (3-2)	7. 50 %	June 28, 2030	25,000	—	25,000	2023
Credit Facility	18,000	56,000	40,000	Total long- term debt	128,000	166,000
175,000	Less: Debt issuance costs	(1,889)	(2,866)	(2,614)	Long- term debt, net	\$ 126,111
\$ 163,134	\$ 172,386	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, 2023-2024, 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. 76-31, and our interest coverage ratio is 6. 37-74, each for the period ended December 31, 2023-2024. 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, 2023-2024. We also have uncertain tax positions of \$ 3. 5-3 million that we have accrued for at December 31, 2023-2024; 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, 2023-2024, we had tax net operating loss carry- forwards in various jurisdictions of \$ 32-28. 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, 2023-2024. If unused, those carry- forwards which are subject to expiration may expire during the years 2025 through 2038. During 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 2024-2025. 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 with continued supply restrictions from the Organization of the Petroleum Exporting Countries and other oil producing nations (“ OPEC ”) global supply is not expected to be sufficient managed and maintained at a level to meet forecasted growth in oil demand growth for the next few years. On April 2, 2023- During the last couple of years, OPEC and its key member 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 announced several mandatory and voluntary reductions in production that continued in 2024. The current production cuts are scheduled to be phased out gradually starting from April 1, 2025, stretching to October 2026, but OPEC initiated retains the discretion to pause or reverse the adjustments as necessary. The current global demand for crude oil and natural gas remains at a modest level and third voluntary reduction of 1. 0 million bbls in July that continued through the end of 2023. According 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 continue increasing in 2024-2025 and beyond 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 or disruptions to supply occur. In 2022-2023, capital spending towards the exploration of crude oil and natural gas reached their highest level in over a decade. However, with modest growth in 2023-2024 drilling and completion activities onshore additional growth expected in 2025. Outside the U. S. slowed after it peaked in April 2023, international oil and gas projects continue to build and are expected to grow and accelerate into the next several years. U. S. onshore drilling and completion activities are expected to maintain remain at current levels comparable to activity levels in 2024, 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- year. 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 2024-2025. The ongoing geopolitical conflict conflicts between Russia and Ukraine and that erupted in February 2022, the Middle East continue to caused- cause disruptions to traditional maritime supply chains associated with the movement of crude oil, initially reducing the level of crude oil sourced from Russia and the trading 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 and in 2024, which has reduced some of the volatility in crude- oil prices and disruptions to our operations. Core Lab expects crude- oil supply lines to remain more reasonably stable in 2025, although the however, recent recently expanded sanctions have created additional uncertainty, conflict that erupted in the Middle East resulted in some disruptions in the movement and the trading of crude oil which has continued into early 2024. The Company’ s volume of associated laboratory services is may be impacted but are expected to be commensurate with the trading and movement of crude- oil into Europe, the Middle East, Asia and across the globe. The United States, the European Union, the United Kingdom and other countries continue to expand sanctions, export controls and other measures against Russia, Belarus, Iran and other countries, officials, individuals or industries in the respective territories, which may have further impact on the trading and movement of crude oil and derived products. 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~~ **increased their investment** in projects to **capture and sequester** ~~reduce the levels of CO2 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 ~~2024-2025~~ 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, ~~2023-2024~~. 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~~ **value** 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 \$ ~~8.3-8~~ million and \$ ~~9-8~~ .3 million at December 31, ~~2024 and 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~~ **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~~ **value** 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, ~~2024, 2023, and 2022 and 2021~~. The geopolitical conflict between Russia and Ukraine, which began in February 2022 and has continued through December 31, ~~2023-2024~~, 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, ~~2023-2024~~, 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, ~~2023-2024~~. 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 value. 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 value. 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, 2024 and 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 **See Issued But Not Note Yet Effective In November 2023, 2 – Summary of Significant Accounting Policies of the Notes to the Consolidated Financial Statements** 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 further discussion of accounting standards adopted during the years-year beginning after December 15, 2023, and interim to be adopted in future 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 is 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, 2024 and 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, 2023-2024, we had an outstanding borrowings of \$ 56-18 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

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, 2023-2024 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, 2023-2024. 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, 2023-2024. The effectiveness of our internal control over financial reporting as of December 31, 2023-2024, 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, 2023-2024 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, 2023-2024, 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 PART III The information required by Part III (Items 10 through 14) is incorporated by reference from our definitive proxy statement (the “ 2024-2025 Proxy Statement ”) to be filed in connection with our 2024-2025 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, 2023-2024.

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE Incorporated by reference to the definitive Proxy Statement for the 2024-2025 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. **Core Lab has adopted an Insider Trading Policy that governs the purchase, sale, and / or other disposition of our securities by our directors, officers, and employees designed to promote compliance with insider trading laws, rules, and regulations, and any listing standards applicable to us. A copy of our Insider Trading Policy, as amended to date, is filed as Exhibit 19.1 to this Annual Report.**

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 2024-2025

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~~ **2024** Compensation Program Details ” in Core Lab’ s ~~2024~~ **2025** 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~~ **2025** 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~~ **2025** 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 Reports of Independent Registered Public Accounting Firm- KPMG LLP F- 1 Consolidated Balance Sheets as of December 31, ~~2024~~ **2024** and ~~2023~~ **2023** and ~~2022~~ **2022** F- 4 Consolidated Statements of Operations for the Years Ended December 31, ~~2024~~ **2024**, ~~2023~~ **2023**, and ~~2022~~ **2022** and ~~2021~~ **2021** F- 5 Consolidated Statements of Comprehensive Income (Loss) for the Years Ended December 31, ~~2024~~ **2024**, ~~2023~~ **2023**, and ~~2022~~ **2022** and ~~2021~~ **2021** F- 6 Consolidated Statements of Changes in Equity for the Years Ended December 31, ~~2024~~ **2024**, ~~2023~~ **2023**, and ~~2022~~ **2022** and ~~2021~~ **2021** F- 7 Consolidated Statements of Cash Flows for the Years Ended December 31, ~~2024~~ **2024**, ~~2023~~ **2023**, and ~~2022~~ **2022** and ~~2021~~ **2021** F- 9 Notes to the Consolidated Financial Statements F- 112. 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 INDEX TO EXHIBIT Exhibit No. Exhibit Title Incorporated by Reference from the Following Documents 3. 1 Core Laboratories Inc. Certificate of Incorporation Form 8- K, May 1, 2023 (File No. 001- 41695) 3. 2 Core Laboratories Inc. Bylaws Form 8- K, May 1, 2023 (File No. 001- 41695) 4. 1 Description of Registrant’ s Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934 Filed Herewith 10. 1 Core Laboratories N- Inc. V. ~~2020~~ **2024** Long- Term Incentive Plan (1) Appendix A to Definitive Proxy Statement dated March ~~20~~ **18**, ~~2020~~ **2024** for Annual Meeting of Shareholders (File No. 001- ~~14273~~ **41695**) 10. 2 Core Laboratories Inc. 2023 Non- Employee Director Stock Incentive Plan (as amended and restated effective as of June 28, 2023) (1) Appendix A to Definitive Proxy Statement dated April 28, 2023 for Annual Meeting of Shareholders (File No. 001- 14273) 10. 3 Core Laboratories Supplemental Executive Retirement Plan effective as of January 1, 1998 (1) Form 10- K, March 31, 1998 (File No. 000- 26710) 10. 4 Amendment to Core Laboratories Supplemental Executive Retirement Plan, effective July 29, 1999 (1) Form 10- Q, August 16, 1999 (File No. 001- 14273) 10. 5 Amendment to Core Laboratories Supplemental Executive Retirement Plan, effective February 28, 2003 (1) Form 10- Q, May 15, 2003 (File No. 001- 14273) 10. 6 Amendment to Core Laboratories Supplemental Executive Retirement Plan dated as of March 5, 2008 (1) Form 10- Q, May 12, 2008 (File No. 001- 14273) 10. 7 Form of Restricted Share Award Program Agreement (1) Form 10- K, February 20, 2007 (File No. 001- 14273) 10. 8 Form of Core Laboratories 2023 Non- Employee Director Restricted Share Award Program Agreement (1) **Form 10- K, February 15, 2024 (Filed- File Herewith No. 001- 41695)** 10. 9 Form of Core Laboratories 2020 Performance Share Award Program Agreement (ROIC Based) (1) **Form 10- K, February 15, 2024 (Filed- File Herewith No. 001- 41695)** 10. 10 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. Form 8- K, July 27, 2022 (File No. 001- 14273) 10. 11 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 Form 8- K, May 1, 2023 (File No. 001- 41695) 10. 12 Assumption and Reaffirmation Agreement, dated May 1, 2023, by and between Core Laboratories ~~;~~ Inc. and Bank of America, N. A. Form 8- K, May 1, 2023 (File No. 001- 41695) 10. 13 Master Note Purchase Agreement, dated as of September 30, 2011 Form 8- K, September 30, 2011 (File No. 001- 14273) 10. 14 Amendment No. 2 to Master Note Purchase Agreement and Assumption Agreement, dated as of May 1, 2023 Form 8- K, May 1, 2023 (File No. 001- 41695) 10. 15 Amendment No. 2 to Note Purchase Agreement and Assumption Agreement, dated as of May 1, 2023 Form 8- K, May 1, 2023 (File No. 001- 41695) 10. 16 Note Purchase Agreement, dated as of May 4, 2023 Form 8- K, May 4, 2023 (File No. 001- 41695) 10. 17 Employment Agreement between Core Laboratories N. V. and Lawrence V. Bruno, dated March 1, 2019 (1) Form 8- K, March 6, 2019 (File No. 001- 14273) 10. 18 Employment Agreement between Core Laboratories N. V. and Christopher S. Hill, dated March 1, 2019 (1) Form 8- K, March 6, 2019 (File No. 001- 14273) 10. 19 Employment Agreement between Core Laboratories N. V. and Gwendolyn Y. Schreffler, dated March 1, 2019 (1) Form 10- K, February 8, 2021 (File No. 001- 14273) 10. 20 Note Purchase Agreement, dated as of October 16, 2020. Form 8- K, October 16, 2020 (File No. 001- 14273) 10. 21 Amendment to Employment Agreement, by and between Core Laboratories N. V. and Lawrence V. Bruno, dated March 1, 2020 (1). Form 8- K, March 5, 2020 (File No. 001- 14273) 10. 22 Employment Agreement, by and between Core Laboratories N. V. and Mark D. Tattoli, dated October 18, 2021 (1) Form 8- K, October 19, 2021 (File No. 001- 14273) 10. 23 ~~Core Laboratories Inc. Incentive Compensation Recoupment Policy Filed Herewith~~ 10. 24 Amended and Restated Employment Agreement, by and between Core Laboratories Inc. and Lawrence V. Bruno, dated February 1, 2024 (1) **Form Filed Herewith 10 - K, February 15, 2024 (File No. 25-001- 41695)** 10. 24 Amended and Restated Employment Agreement, by and between Core Laboratories Inc. and Christopher S. Hill, dated February 1, 2024 (1) **Form Filed Herewith 10 - K, February 15, 2024 (File No. 26-001- 41695)** 10. 25 Amended and Restated Employment Agreement, by and between Core Laboratories Inc. and Gwendolyn Y. Schreffler- ~~Gresham~~, dated February 1, 2024 (1) **Form Filed Herewith 10 - K, February 15, 2024 (File No. 27-001- 41695)** 10. 26 Amended and Restated Employment Agreement, by and between Core Laboratories Inc. and Mark D.

Tattoli, dated February 1, 2024 (1) **Form 10- K, February 15, 2024 (File No. 001- 41695) 19. 1 Insider Trading Policy** Filed Herewith 21. 1 Significant Subsidiaries of the Registrant Filed Herewith 23. 1 Consent of KPMG LLP Filed Herewith 31. 1 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 Filed Herewith 31. 2 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 Filed Herewith 32. 1 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 Filed Herewith 32. 2 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 Filed Herewith **97. 1 Core Laboratories Inc. Incentive Compensation Recoupment Policy Form 10- K, February 15, 2024 (File No. 001- 41695)** 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 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 **14-12, 2024 2025** 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-12th** day of February **2024-2025**. Signature ~~Title~~ / s / LAWRENCE BRUNO / s / CHRISTOPHER S. HILL Lawrence Bruno Christopher S. Hill Chief Executive Officer, Chairman, Senior Vice President and President and Director Chief Financial Officer / s / **SOW HANG TEO KEVIN G. DANIELS** / s / CURTIS ANASTASIO **Sow Hang Teo ANASTASIO Kevin G. Daniels** Curtis Anastasio Vice President, Treasurer and Director Chief Accounting Officer / s / MARTHA Z. CARNES / s / HARVEY KLINGENSMITH Martha Z. Carnes Harvey Klingensmith Director Director / s / KATHERINE A. MURRAY / s / MICHAEL STRAUGHEN Katherine A. Murray Michael Straughen Director 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 ~~Statements We~~ We have audited the accompanying consolidated balance sheets of Core Laboratories Inc -and subsidiaries (the Company) as of December 31, **2024 and 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, **2023-2024**, 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, **2024 and 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, **2023-2024**, 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, **2023-2024**, 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 **14-12, 2024-2025** 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. **Evaluation** The impact of the Company' s organizational structure on its income tax provision expense As discussed in ~~note Note 1-9~~ 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. ~~2-6~~ million and deferred tax liabilities, net of \$ ~~12-13~~ . ~~7-8~~ million as of December 31, **2023-2024**, and income tax expense of \$ ~~4-14~~ . ~~2-0~~ million for the year then ended. We identified **The Company serves international markets and is subject to income taxes in the evaluation of the impact of U. S. and foreign jurisdictions, which affect the Company' s organizational structure on its income tax provision expense. We identified the evaluation of income tax expense as a critical audit matter. Complex auditor judgment was required in** Specifically, the redomestication transaction involved the evaluation- **evaluating** of the identification, **Company' s**

interpretation and application of U. S. tax laws and the related impacts to income tax expense. There was complexity in the evaluation of the U. S. tax on Subpart F income and global intangible low- taxed income (GILTI), which can be and the Company's calculations were based on interpretations of complex and subject income tax regulations. The following are the primary procedures we performed to change, address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls over the Company's income tax expense process, including controls over the Company's determination of Subpart F income and GILTI. We involved tax professionals with specialized skills and knowledge who assisted in: • evaluating the Company's application of U. S. tax laws to its impact legal entity structure and the effect on the Company's income tax provision • assessing required a high degree of auditor judgment and specialized skills and knowledge. The following are the accuracy 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 calculations 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 period 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 expense and deductions associated with specialized skills Subpart F income and GILTI 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 12, 2024 2025 F- 2 Opinion on Internal Control Over Financial Reporting Reporting We We have audited Core Laboratories Inc. and subsidiaries (the Company) internal control over financial reporting as of December 31, 2023 2024, 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 2024, 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, 2024 and 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 2024, and the related notes and financial statement schedule II (collectively, the consolidated financial statements), and our report dated February 14 12, 2024 2025 expressed an unqualified opinion on those consolidated financial statements. 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. F- 3 CONSOLIDATED BALANCE SHEETS (In thousands, except share and per share data) ASSETS CURRENT ASSETS: Cash and cash equivalents \$ 19, 157 \$ 15, 120 \$ 15, 428 Accounts receivable, net of allowance for credit losses of \$ 3, 192 and \$ 2, 280 and \$ 2, 214 at 2024 and 2023 and 2022, respectively 111, 761 109, 352 106, 913 Inventories 59, 402 71, 702 60, 445 Prepaid expenses 10, 176 8, 153 15, 665 Income taxes receivable 15, 594 13, 716 8, 190 Other current assets 10, 516 5, 093 5, 061 TOTAL CURRENT ASSETS 226, 606 223, 136 211, 702 PROPERTY, PLANT AND EQUIPMENT, net of accumulated depreciation of \$ 314, 317 and \$ 315, 796 and \$ 314, 737 at 2024 and 2023 and 2022, respectively 97, 063 99, 626 105, 028 RIGHT OF USE ASSETS 56, 488 53, 842 52, 379 INTANGIBLES, net of accumulated amortization and impairment of \$ 19, 326 and \$ 18, 825 and \$ 17, 475 at 2024 and 2023 and 2022, respectively 6, 403 6, 926 7, 483 GOODWILL 99, 445 99, 445 DEFERRED TAX ASSETS, net 69, 613 69, 201 68, 570 OTHER ASSETS 34, 788 34, 219 33, 747 TOTAL ASSETS \$ 590, 406 \$ 586, 395 \$ 578, 354 LIABILITIES AND EQUITY CURRENT LIABILITIES: Accounts payable \$ 34, 549 \$ 33, 506 \$ 45, 847 Accrued payroll and related costs 22, 901 18, 791 23, 431 Taxes other than payroll and income 7, 106 5, 939 4, 822 Unearned revenues 9, 332 4, 755 5, 942 Operating lease liabilities 10, 690 10, 175 11, 699 Income taxes payable 4, 851 7, 280 3, 034 Other current liabilities 8, 157 7, 651 8, 360

TOTAL CURRENT LIABILITIES **97,586** 88,097 ~~103,135~~ LONG-TERM DEBT, net **126,111** 163,134 ~~172,386~~ LONG-TERM OPERATING LEASE LIABILITIES **43,343** 42,076 ~~38,305~~ DEFERRED COMPENSATION **31,115** 30,544 ~~31,814~~ DEFERRED TAX LIABILITIES, net **13,783** 12,697 ~~22,877~~ OTHER LONG-TERM LIABILITIES 20, **732,20**, 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, **966,868** issued and **46,826,820** outstanding at 2024; **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; 1,194 Additional paid-in capital **109,547** 110,011 ~~102,254~~ Retained earnings **150,280** 120,756 ~~85,949~~ Accumulated other comprehensive income (loss) **(5,769)** ~~(4,972)~~ ~~(3,777)~~ Treasury stock (at cost), **140,048** and **82,021** at 2024 and 2023 and **67,168** at 2022 respectively **(2,537)** ~~(1,449)~~ ~~(1,362)~~ Total Core Laboratories Inc. shareholders' equity **251,991** 224,815 ~~184,258~~ Non-controlling interest **5,745** 4,992 ~~4,696~~ TOTAL EQUITY **257,736** 229,807 ~~188,954~~ TOTAL LIABILITIES AND EQUITY **\$ 590,406** \$ 586,395 ~~\$ 578,354~~ The accompanying notes are an integral part of these Consolidated Financial Statements. CONSOLIDATED STATEMENTS OF OPERATIONS For the Years Ended December 31, **2024**, 2023, and 2022 and 2021 (In thousands, except per share data) REVENUE: Services \$ **388,205** \$ 371,914 \$ 346,974 ~~\$ 344,342~~ Product sales **135,643** 137,876 142,761 ~~125,910~~ Total revenue **523,848** 509,790 489,735 ~~470,252~~ OPERATING EXPENSES: Cost of services, exclusive of depreciation expense shown below **297,324** 282,135 274,297 ~~267,641~~ Cost of product sales, exclusive of depreciation expense shown below **123,198** 117,822 119,358 ~~100,255~~ General and administrative expense, exclusive of depreciation expense shown below **39,770** 40,259 38,117 ~~44,173~~ Depreciation **14,449** 15,294 16,476 ~~17,754~~ Amortization Other (income) expense, net **(9,953)** ~~(850)~~ ~~(722)~~ ~~(5,595)~~ OPERATING INCOME **58,556** 54,640 41,524 ~~45,262~~ Interest expense **12,369** 13,430 11,570 ~~9,152~~ Income before income taxes **46,187** 41,210 29,954 ~~36,110~~ Income tax expense **14,034** 4,185 10,296 ~~15,891~~ Net income **32,153** 37,025 19,658 ~~20,219~~ Net income attributable to non-controlling interest Net income attributable to Core Laboratories Inc. **\$ 31,400** \$ 36,675 \$ 19,453 ~~\$ 19,727~~ EARNINGS PER SHARE INFORMATION: Basic earnings per share \$ 0. **69** \$ 0. **79** \$ 0. **42** ~~\$ 0. **44**~~ Basic earnings per share attributable to Core Laboratories Inc. \$ 0. **67** \$ 0. **79** \$ 0. **42** ~~\$ 0. **43**~~ Diluted earnings per share \$ 0. **67** \$ 0. **78** \$ 0. **42** ~~\$ 0. **43**~~ Diluted earnings per share attributable to Core Laboratories Inc. \$ 0. **66** ~~\$ 0. **77**~~ ~~\$ 0. **42**~~ ~~\$ 0. **42**~~ WEIGHTED AVERAGE COMMON SHARES OUTSTANDING: Basic 46, **897,46**, 683 46,334 ~~46,009~~ Diluted 47, **685,47**, 523 46,813 ~~46,690~~ CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS) (In thousands) Net income \$ **32,153** \$ 37,025 \$ 19,658 ~~\$ 20,219~~ Other comprehensive income (loss): Interest rate swaps: Gain (loss) on fair value of interest rate swaps — **6,015** ~~(3,252)~~ Interest rate swap amount reclassified to net income **(loss 1,040)** ~~(492)~~ ~~(82)~~ Income tax (expense) benefit on interest rate swaps reclassified to net income **(loss)** ~~(1,144)~~ Total interest rate swaps **(821)** ~~(389)~~ 5,869 ~~(2,713)~~ Pension and other postretirement benefit plans: Amortization of actuarial gain (loss) reclassified to net income **(loss)** ~~(1,130)~~ ~~(293)~~ Income tax (expense) benefit on pension and other postretirement benefit plans reclassified to net income **(loss 8)** ~~(116)~~ Total pension and other postretirement benefit plans (806) ~~(220)~~ Total other comprehensive income (loss) **(797)** ~~(1,195)~~ 6,356 ~~(2,933)~~ Comprehensive income **(loss) 31,356** 35,830 26,014 ~~17,286~~ Comprehensive income **(loss)** attributable to non-controlling interests Comprehensive income **(loss)** attributable to Core Laboratories Inc. **\$ 30,603** \$ 35,480 \$ 25,809 ~~\$ 16,794~~ CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY Common Stock Balance at Beginning of Period \$ **1,194** \$ 1,188 ~~\$ 1,148~~ New share issuance Change in par value — ~~(727)~~ — Balance at End of Period \$ **1,194** ~~\$ 1,188~~ Additional Paid-In Capital Balance at Beginning of Period \$ **110,011** \$ 102,254 \$ 101,120 ~~\$ 41,184~~ New share issuance **(1)** ~~(2)~~ ~~(6)~~ ~~59,099~~ Change in par value and equity related ~~transaction~~ ~~transactions~~ costs — ~~(4,097)~~ — Stock-based compensation **(463)** 11,856 1,140 Balance at End of Period \$ **109,547** \$ 110,011 \$ 102,254 ~~\$ 101,120~~ Retained Earnings Balance at Beginning of Period \$ **120,756** \$ 85,949 \$ 68,349 ~~\$ 50,456~~ Dividends paid **(1,876)** ~~(1,868)~~ ~~(1,834)~~ Net income attributable to Core Laboratories Inc. **31,400** 36,675 19,453 ~~19,727~~ Balance at End of Period \$ **150,280** \$ 120,756 \$ 85,949 ~~\$ 68,349~~ Accumulated Other Comprehensive Income (Loss) Balance at Beginning of Period \$ **(4,972)** \$ ~~(3,777)~~ \$ ~~(10,133)~~ ~~(7,200)~~ Interest rate swaps, net of income taxes **(821)** ~~(389)~~ 5,869 ~~(2,713)~~ Pension and other postretirement benefit plans, net of income taxes (806) ~~(220)~~ Balance at End of Period \$ **(5,769)** \$ ~~(4,972)~~ \$ ~~(3,777)~~ ~~(10,133)~~ Treasury Stock Balance at Beginning of Period \$ **(1,449)** \$ ~~(1,362)~~ \$ ~~(4,075)~~ ~~(14,075)~~ Stock-based compensation **4,218** 2,115 6,616 ~~18,256~~ Repurchase of common stock **(5,306)** ~~(2,202)~~ ~~(3,903)~~ ~~(8,256)~~ Balance at End of Period \$ **(2,537)** \$ ~~(1,449)~~ \$ ~~(1,362)~~ ~~(4,075)~~ Non-Controlling Interest Balance at Beginning of Period \$ **4,992** \$ 4,696 \$ 4,552 ~~\$ 4,060~~ Non-controlling interest dividends — ~~(54)~~ ~~(61)~~ — Net income attributable to non-controlling interest Balance at End of Period \$ **5,745** \$ 4,992 \$ 4,696 ~~\$ 4,552~~ Total Equity Balance at Beginning of Period \$ **229,807** \$ 188,954 \$ 161,001 ~~\$ 75,573~~ New share issuance — ~~59,139~~ Change in par value and equity related ~~transaction~~ ~~transactions~~ costs — ~~(4,824)~~ — Stock-based compensation **3,755** 13,971 7,756 ~~19,093~~ Dividends paid **(1,876)** ~~(1,868)~~ ~~(1,834)~~ Non-controlling interest dividends — ~~(54)~~ ~~(61)~~ — Net income **32,153** 37,025 19,658 ~~20,219~~ Interest rate swaps, net of income taxes **(821)** ~~(389)~~ 5,869 ~~(2,713)~~ Pension and other postretirement benefit plans, net of income taxes (806) ~~(220)~~ Repurchase of common stock **(5,306)** ~~(2,202)~~ ~~(3,903)~~ ~~(8,256)~~ Balance at End of Period \$ **257,736** \$ 229,807 \$ 188,954 ~~\$ 161,001~~ Cash Dividends per Share \$ 0.04 \$ 0.04 \$ 0.04 CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY (Continued) Common Stock- Number of shares issued Balance at Beginning of Period 46, **938,557** 46,699,102 46,454,264 ~~44,796,252~~ New share issuance **28,311** 239,455 244,838 ~~1,658,012~~ Balance at End of Period 46, **966,868** 46,938,557 46,699,102 ~~46,454,264~~ Treasury Stock- Number of shares Balance at Beginning of Period **(82,021)** ~~(67,168)~~ ~~(104,867)~~ ~~(223,451)~~ Stock-based compensation **228,413** 98,939 212,047 ~~419,152~~ Repurchase of common ~~shares~~ ~~stock~~ **(286,440)** ~~(113,792)~~ ~~(174,348)~~ ~~(300,568)~~ Balance at End of Period **(140,048)** ~~(82,021)~~ ~~(67,168)~~ ~~(104,867)~~ Common Stock- Number of shares outstanding Balance at Beginning of Period 46, **856,536** 46,631,934 46,349,397 ~~44,572,801~~ New share issuance **28,311** 239,455 244,838 ~~1,658,012~~ Stock-based compensation **228,413** 98,939 212,047 ~~419,152~~ Repurchases— ~~Repurchase~~ of common ~~shares~~ ~~stock~~ **(286,440)** ~~(113,792)~~ ~~(174,348)~~ ~~(300,568)~~ Balance at End of Period 46, **826,820** 46,

856, 536 46, 631, 934 ~~46, 349, 397~~ F- 8 CONSOLIDATED STATEMENTS OF CASH FLOWS CASH FLOWS FROM OPERATING ACTIVITIES: Net income \$ **32, 153** \$ 37, 025 \$ 19, 658 ~~\$ 20, 219~~ Adjustments to reconcile net income to net cash provided by operating activities: Stock- based compensation **3, 755** 13, 971 7, 756 ~~19, 093~~ Depreciation and amortization **14, 953** 15, 784 17, 161 ~~18, 148~~ **Assets write- down 1, 516** ~~110 1, 143~~ **Inventory write- off and obsolescence 2, 933** ~~1, 719 (142)~~ Changes in value of life insurance policies **(2, 821)** (4, 963) 5, 069 ~~(2, 672)~~ Deferred income taxes (10, 811) **6** ~~Gain on insurance recovery on property 012~~ **plant and equipment (4, 398)** ~~—~~ Realization of pension obligation **(33)** (892) ~~(234)~~ Net provision for credit losses **1, 203** (6) ~~(256)~~ **Gain on sale of business** ~~—~~ (1, 012) Other non- cash items **3, 268** ~~(1, 547)~~ ~~(2, 524)~~ **2020 (405)** Changes in assets and liabilities: Accounts receivable **(3, 612)** (2, 618) (10, 078) ~~(13, 522)~~ Inventories **9, 367** (12, 976) (14, 860) ~~(4, 547)~~ Prepaid expenses and other current assets **(5, 674)** 1, 952 (76) ~~1, 845~~ Other assets **(289)** 1, 509 (1, 369) ~~(523)~~ Accounts payable (12, 878) 15, 374 ~~6, 568~~ Accrued expenses **2, 531** (375) (1, 302) ~~(8, 759)~~ Unearned revenues **4, 577** (1, 187) (1, 823) ~~2, 308~~ Other liabilities (2, 199) (10, 885) ~~(3, 933)~~ Net cash provided by operating activities **56, 388** 24, 789 24, 956 ~~36, 579~~ CASH FLOWS FROM INVESTING ACTIVITIES: Capital expenditures **(13, 028)** (10, 579) (10, 216) ~~(13, 539)~~ Patents and other intangibles (29) ~~(318)~~ Proceeds from sale of assets **1, 736** 1, 889 Proceeds from sale of business, net of cash sold ~~—~~ Proceeds from insurance recovery **2, 102** ~~—~~ Net proceeds on life insurance policies **2, 776** 3, 375 3, 677 ~~1, 357~~ Net cash used in investing activities (6, **394**) ~~(6, 652)~~ (3, 856) ~~(10, 223)~~ CASH FLOWS FROM FINANCING ACTIVITIES: Repayment of long- term debt **(82, 000)** (211, 000) (131, 000) ~~(226, 000)~~ Proceeds from long- term debt **44, 000** 202, 000 116, 000 ~~155, 000~~ Debt issuance costs **(19)** (1, 253) (2, 206) ~~—~~ Proceeds from issuance of common shares ~~—~~ ~~60, 000~~ Equity related transaction costs **(756)** (4, 068) (411) ~~(861)~~ Dividends paid (1, **876**) ~~(1, 868)~~ (1, 853) ~~(1, 834)~~ Repurchase of common stock **(5, 306)** (2, 202) (3, 903) ~~(8, 256)~~ Other financing activities ~~—~~ (54) (2) ~~(508)~~ Net cash used in financing activities **(45, 957)** (18, 445) (23, 375) ~~(22, 459)~~ NET CHANGE IN CASH AND CASH EQUIVALENTS **4, 037** (308) (2, 275) ~~3, 897~~ CASH AND CASH EQUIVALENTS, beginning of year 15, **120 15,** 428 17, 703 ~~13, 806~~ CASH AND CASH EQUIVALENTS, end of year \$ **19, 157** \$ 15, 120 \$ 15, 428 ~~\$ 17, 703~~ CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued) Supplemental disclosures of cash flow information: Cash payments for interest \$ **10, 859** \$ 11, 198 \$ 9, 300 ~~\$ 10, 477~~ Cash payments for income taxes \$ **16 17,** 013 ~~583~~ \$ 14, **535** \$ 14, 078 ~~\$ 9, 066~~ Non- cash investing and financing activities: Capital expenditures incurred but not paid for as of the end of the year \$ ~~—~~ ~~—~~ ~~—~~ **\$ 1, 670** ~~\$ 1, 157~~ ~~\$ 1, 361~~ Equity related transaction costs incurred but not paid for as of the end of the year \$ ~~—~~ ~~—~~ ~~—~~ ~~—~~

F- 10 NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, ~~2023~~ **2024**

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 **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 projects or initiatives.** We have over 70 offices in more than 50 countries and have approximately 3, ~~600~~ **500** employees. On May 1, 2023, Core Laboratories N. V. completed its previously announced redomestication transaction (the “ Redomestication Transaction ”), which **included (i) through a series of steps, resulted in** the merger (the “ Merger ”) of Core Laboratories N. V. **, a holding company in the Netherlands,** 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 **subsequently (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 values** 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~~ **years** ended December 31, **2024 and** 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-~~ **financial statements** 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, **2023 and** ~~2022 and 2021.~~ **F-11** Recent Accounting ~~Pronouncements Issued But Not Yet Effective In-~~ **Pronouncements** **Pronouncements Adopted in 2024 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~~ **We adopted the guidance for the year ended December 31, 2024 and** applied ~~it~~ **it** retrospectively to all prior periods presented in the financial statements. Upon adoption, our disclosures regarding segment reporting ~~was~~ **will be expanded accordingly.** ~~In-~~ **See Note 21- Segment Reporting and Other Disaggregated Information. Pronouncements Not Yet Effective 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. **In November 2024, FASB issued ASU 2024- 03 Income Statement – Reporting Comprehensive Income – Expense Disaggregation Disclosures (Subtopic 220- 40) to improve disclosures about a public business entity’s expenses, by providing more detailed information about the types of expenses in commonly presented expense captions. As amended by ASU 2025- 01 issued in January 2025, the amendment is effective for annual periods beginning after December 15, 2026, and interim periods within annual reporting periods beginning after December 15, 2027. Early adoption is permitted. The amendment may be applied prospectively or retrospectively. Upon adoption, our disclosures regarding expenses will be expanded.** 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. **F- 12** 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 ~~F-12-~~ **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, **2024, 2023 ,** ~~and~~ **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. **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.**

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. **F- 13** 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 ~~F-13~~ 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 value** 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 held for use during the years ended December 31, **2024, 2023 , and 2022 and 2021**. The geopolitical conflict between Russia and Ukraine, which began in February 2022 and has continued through December 31, **2023-2024**, 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, **2023-2024**. Based on our assessments, we determined there was no impairment for long- lived assets in Russia and Ukraine as of December 31, **2023-2024**. 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. **F- 14** 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. ~~F-14~~ 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 value**. 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.

The Company is subject to controlled foreign corporations Subpart F income (" Subpart F ") tax, which is a tax primarily on passive income from controlled foreign corporations. In addition, the 2017 Tax Cuts and Jobs Act imposed a global intangible low- taxed income (" GILTI ") tax that determines the amount of Subpart F income that must be recognized. The FASB Staff Q & A, Topic 740, No. 5, Accounting for Global Intangible Low- Taxed Income, states that an entity can make an accounting policy election to either recognize deferred taxes for temporary basis differences expected to reverse as GILTI in the future years or provide for tax expense related to GILTI in the year the tax is incurred. The Company has elected to recognize tax expense related to GILTI in the year the tax is incurred.

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~~ **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.

F- 15 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 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 ~~F- 15~~ 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 **F-16** 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 DIVESTITURES We had no significant acquisitions or divestitures during the years ended December 31, **2024, 2023, and 2022** and **2021**. **F-16-4. CONTRACT ASSETS AND LIABILITIES** The balance of contract assets and contract liabilities consist of the following (in thousands): December 31, Contract assets: Current **\$ 1,293** **\$ 1,148** **\$ 1,293** **\$ 1,148** Contract liabilities: Current **\$ 1,293** **\$ 1,148** **\$ 1,293** **\$ 1,148** Non-current **\$ 1,293** **\$ 1,148** **\$ 1,293** **\$ 1,148** Estimate of when contract liabilities will be recognized as revenue: Within 12 months **\$ 1,293** **\$ 1,148** **\$ 1,293** **\$ 1,148** The current portion of contract assets is included in our accounts receivable as of December 31, **2024 and 2023** and **2022**. The current portion of contract liabilities is included in unearned revenues **as of December 31, 2024 and 2023** and, **as applicable**, the non-current portion of contract liabilities is included in other long-term liabilities. We did not recognize any impairment losses on our contract assets for the years ended December 31, **2024, 2023, and 2022** and **2021**.

5. INVENTORIES Inventories consist of the following (in thousands): December 31, Finished goods **\$ 27,127** **\$ 30,508** **\$ 26,534** Parts and materials **28,953** **37,670** **31,323** Work in progress **3,322** **3,524** **2,588** Total inventories **\$ 59,402** **\$ 71,702** **\$ 60,445** 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. **F-17**

6. PROPERTY, PLANT AND EQUIPMENT, NET The components of property, plant and equipment, net are as follows (in thousands): December 31, Land **\$ 10,652** **\$ 10,652** Building and leasehold improvements **117,682** **120,545** **120,994** Machinery and equipment **283,296** **284,225** **288,419** Total property, plant and equipment **411,380** **415,422** **419,765** Less: Accumulated depreciation **(314,317)** **(315,796)** **(314,737)** Property, plant and equipment, net **\$ 97,063** **\$ 99,626** **\$ 105,028** See Note **7-19** - Leases **Other (Income) Expense, net** for additional information regarding the write-down of leasehold improvements. **F-17**

7. LEASES Our operating leases primarily consist of offices and lab space, machinery and equipment and vehicles. **The components of We abandoned certain lease leases in expense and other-- the U. S. and Canada during information are as follows (in thousands): For the Years years Ended ended** December 31, **2024 and 2023** Consolidated Statements of Operations: Operating lease..... 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 **a portion of the** 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 **for additional information regarding the write-down of right of use assets.** Consolidated Statements of Operations: Operating lease expense **\$ 16,998** **\$ 17,454** **\$ 16,595** **\$ 17,253** Short-term lease expense **1,720** **1,768** **1,784** **1,990** Variable lease expense **1,719** **1,758** **1,414** **1,462** Sublease income **(227)** **(113)** **—** Total lease expense **\$ 20,210** **\$ 20,867** **\$ 19,793** **\$ 20,705** Consolidated Statements of Cash Flows: Operating cash flows- operating leases payments **\$ 16,708** **\$ 16,541** **\$ 16,598** **\$ 16,367** Right of use assets obtained in exchange for operating lease liabilities **\$ 14,237** **\$ 17,005** **\$ 5,520** **\$ 5,736** Other information: Weighted- average remaining lease term- operating leases **8-9** Scheduled undiscounted lease payments for non-cancellable operating leases consist of the following (in thousands): December 31, **2023-2024** Operating Leases Operating Sublease **\$ 12,13,245** **\$ (231) 10,417 (236) 8,324 (241) 6,586 (163) 4,388** **—** **\$ (226) 9,671 (230) 7,502 (235) 6,121 (239) 4,824 (162) 26-25,824-505** **—** Total undiscounted lease payments **67-68,330-465** **\$ (871) 1,092** **—** Imputed interest **(15-14,079-432)** **—** Total operating lease liabilities **\$ 52-54,033 F-18** **251** **\$ (1,092)**

8. INTANGIBLES AND GOODWILL The components of intangibles, net are as follows (in thousands): December 31, **Gross** Accumulated Amortization **Gross** Accumulated Amortization Useful life in years **Gross** Carrying Value and Impairment **Gross** Carrying Value and Impairment Acquired trade secrets **2-20** **\$ 4,278** **\$ 3,967** **\$ 4,278** **\$ 3,756** **\$ 4,278** **\$ 3,545** Acquired patents and technology **4-15** **15,722** **14,243** **15,744** **13,953** **14,907** **12,883** Agreements not to compete **2-5** **1,105** **1,105** **1,149** **105** **1,036** **105** Acquired trade names and trademarks Indefinite **4,624** **4,624** **4,624** Total intangibles, net **\$ 25,729** **\$ 19,326** **\$ 25,751** **\$ 18,825** **\$ 24,958** **\$ 17,475** **F-18** 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** **\$ \$ \$ \$ \$** The carrying amount value of goodwill for each of **\$ 99.4 million as of December 31, 2024 and 2023 is associated with our Reservoir Description** operating segment is as follows **(. There have been no changes in the carrying value during the years ended** thousands): Reservoir Production Description Enhancement Total Balance at December 31, **2024, 2023 and** **\$ 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, United States **\$ (11,045)** **\$ 3,907** **\$ (4,099)** **\$ 10,028** Other countries **57,232** **37,303** **34,053** **26,082** Income before income taxes **\$ 46,187** **\$ 41,210** **\$ 29,954** **\$ 36,110** The components of income tax expense are as follows (in thousands): For the Years Ended December 31, Current: United States **\$ 1,231** **\$ 1,204** **\$ 1,269** **\$ 1,983** Other countries **12,205** **13,446** **9,784** **6,500** State and provincial **(22)** **(100)** Total current **13,414** **15,247** **10,953** **9,182** Deferred: United States **(2,487)** **1,555** **(908)** Other countries **2,842** **(12,343)** **(162)** **5,630** State and provincial **(274)** Total deferred **(11,062)** **(657)** **6,709** Income tax expense **\$ 14,034** **\$ 4,185** **\$ 10,296** **\$ 15,891** **F-19** 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): **F-19** For the Years Ended December 31, Tax at the statutory income tax rate **(1)** **\$ 9,553** **\$ 8,139** **\$ 7,368** **\$ 8,981** International earnings taxed at rates other than the statutory income tax rate **(1)** **2,237** **5,749** **5,923** **9,403** Non-deductible expenses **1,092**

2, 168 3, 096 ~~1, 875~~ Net operating loss **(190)** 4, 661 (3, 627) ~~3, 744~~ Foreign earnings currently taxed in the U. S. **3, 934** ~~3, 077~~
— — Change in valuation allowance (1, 107) 1, 943 ~~1, 113~~ State and provincial taxes Tax credits **(5, 823)** ~~(7, 410)~~ (6, 872) ~~(7, 992)~~
Unremitted earnings of subsidiaries (14, 464) (27) ~~1, 236~~ Adjustments of prior year taxes **(935)** ~~(3, 488)~~ ~~1, 320~~
Adjustments of income tax reserves (184) ~~(1, 345)~~ Foreign exchange **(964)** ~~(171)~~ (576) ~~(1, 168)~~ UK tax rate change — ~~(905)~~
~~Netherlands audit settlement~~ — — ~~1, 522~~ Accrued withholding taxes **3, 262** 1, 639 1, 883 ~~1, 648~~ Other 3, 519 ~~(4, 003)~~ Income
tax expense \$ **14, 034** \$ 4, 185 \$ 10, 296 \$ ~~15, 891~~ (1) Based on the U. S. statutory **corporate** income tax rate of 21 % for **2024**
and 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 value** and their tax basis. Deferred tax
assets and liabilities are summarized as follows (in thousands): December 31, Deferred tax assets: Net operating loss carry-
forwards \$ **6, 279** \$ 7, 814 \$ ~~13, 097~~ Tax credit carry- forwards **5, 811** 2, 144 ~~4, 653~~ Accruals for compensation **9, 236** 8, 985 ~~7, 517~~
Accruals for inventory capitalization **1, 673** 1, 621 Unrealized benefit from corporate restructuring **36, 762** 40, 963 ~~44, 888~~
Intangibles 1, **886** 1, 584 ~~1, 026~~ Unrealized benefit plan loss 1, 224 ~~2, 070~~ Unrealized foreign exchange **2, 819** 2, 875 ~~2, 881~~ UK
tax rate change — Unearned revenue **2, 632** 3, 453 Interest carry- forward **11, 367** 7, 912 ~~7, 700~~ Other **1, 074** 1, 401 Total
deferred tax assets **80, 501** 79, 976 ~~86, 768~~ Valuation allowance (8, **812**) (8, 276) ~~(9, 318)~~ Net deferred tax assets 71, **689** 71,
700 ~~77, 450~~ Deferred tax liabilities: Property, plant and equipment, net (**2, 840**) (3, 566) ~~(3, 668)~~ Accrued withholding taxes (**11, 279**)
(10, 466) ~~(26, 489)~~ Unrealized foreign exchange (**1, 542**) (988) ~~(1, 415)~~ Other (**198**) (176) ~~(185)~~ Total deferred tax
liabilities (15, **859**) (15, 196) ~~(31, 757)~~ Net deferred income taxes \$ **55, 830** \$ 56, 504 \$ ~~45, 693~~ F- 20 The table below
summarizes the net deferred tax assets and net deferred tax liabilities by legal jurisdiction (in thousands): December 31, Long-
term deferred tax assets, net \$ 69, **613** \$ 69, 201 \$ ~~68, 570~~ Long- term deferred tax liabilities, net (**13, 783**) (12, 697) ~~(22, 877)~~
Net deferred income taxes \$ **55, 830** \$ 56, 504 \$ ~~45, 693~~ At December 31, **2023-2024**, we had tax net operating loss carry-
forwards in various tax jurisdictions of \$ **32-28**. 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, **2023-2024**, if unused, **\$ 0. 8 million will**
expire between 2025 and 2026. \$ 2. 9 million will expire between ~~2024-2027~~ and ~~2025-2029~~. \$ 3. 0 million will expire
between ~~2026 and 2028~~, \$ 3. 0 million will expire between ~~2029 and 2032-2030~~ and **2033 and** \$ 2-1. 4 million will expire
beyond ~~2032-2033~~. The remaining balance of \$ ~~21-20~~. 8 million is not subject to expiration. During **2023-2024**, 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 ~~2022-2023~~ 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. **The Company is subject**
to controlled foreign corporations Subpart F income (“ Subpart F ”) tax, which is a tax primarily on passive income
from controlled foreign corporations. In addition, the 2017 Tax Cuts and Jobs Act imposed a global intangible low-
taxed income (“ GILTI ”) tax that determines the amount of Subpart F income that must be recognized. The Company
estimates approximately \$ 10. 0 million of GILTI income and \$ 8. 7 million of Subpart F income for the year ended
December 31, 2024 with a U. S. tax effect of \$ 2. 1 million and \$ 1. 8 million, respectively. For the year ended December
31, 2023, the company estimated no GILTI income and Subpart F income of \$ 14. 7 million with a U. S. tax effect of \$ 3.
1 million. During **2023-2024**, 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,
Unrecognized tax benefits at January 1, \$ 3, **483** \$ 3, 509 \$ 4, 327 \$ ~~6, 255~~ Tax positions, current period Tax positions, prior
period (**165**) (867) ~~(197)~~ Settlements with taxing authorities — (19) ~~(1, 395)~~ Lapse of applicable statute of limitations (**184**)
(238) (162) ~~(540)~~ Unrecognized tax benefits at December 31, \$ 3, **272** \$ 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, **2024, 2023**, ~~and~~ ~~2022 and 2021~~, we recognized \$ 0. **2 million, \$ 0. 6 million**, ~~and~~ ~~\$ (0. 2) million~~
and \$ 0. 3 million, respectively, in interest and penalties. As of December 31, **2024 and 2023 and 2022**, we had \$ **5. 1 million**
and \$ 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, **2023-2024**, there are \$ ~~3-0~~. 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. **F- 21** 10. OTHER ASSETS Other assets consist of the following (in thousands): December 31, Cash surrender
value of life insurance policies \$ 25, **435** \$ 25, 397 \$ ~~23, 787~~ Investments in unconsolidated affiliates **5, 080** 4, 844 ~~Other~~ 4, **273**
~~450~~ Other 3, 978 ~~5, 510~~ Total other assets \$ 34, **788** \$ 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. ~~F- 21~~ 11. LONG- TERM DEBT, NET We have no finance lease obligations. Debt is summarized in the
following table (in thousands): December 31, Interest Rate Maturity Date ~~2011 Senior Notes Series B (1- 4)~~ 11 % ~~September 30,~~
~~2023~~ \$ — \$ 75, 000 2021 Senior Notes Series A (~~2- 1~~) 4. 09 % January 12, 2026 \$ 45, 000 \$ 45, 000 2021 Senior Notes Series
B (~~2- 1~~) 4. 38 % January 12, 2028 15, 000 15, 000 2023 Senior Notes Series A (~~3- 2~~) 7. 25 % June 28, 2028 25, 000 — **25, 000**
2023 Senior Notes Series B (~~3- 2~~) 7. 50 % June 28, 2030 25, 000 — **25, 000** Credit Facility **18, 000** 56, 000 ~~40, 000~~ Total
long- term debt **128, 000** 166, 000 ~~175, 000~~ Less: Debt issuance costs (**1, 889**) (2, 866) ~~(2, 614)~~ Long- term debt, net \$ **126,**
111 \$ 163, 134 \$ ~~172, 386~~ (1) Interest was payable semi- annually on March 30 and September 30. (2) Interest is payable semi-

annually on June 30 and December 30. (3-2) 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 **outstanding** 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-**2024**, 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 \$ ~~9-10~~ **9-8** million at December 31, 2023-**2024**, resulting in an available borrowing capacity under the Credit Facility of approximately \$ ~~69-106~~ **1** million. In addition to indebtedness under the Credit Facility, we had approximately \$ ~~5-7~~ **8-6** million of outstanding letters of credit and performance guarantees and bonds from other sources as of December 31, 2023-**2024**. **F-22** 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~~ **31**, and our interest coverage ratio is ~~6.37~~ **74**, each for the period ended December 31, 2023-**2024**. We ~~F-22~~ are in compliance with all covenants contained in our Credit Facility and Senior Notes **as of December 31, 2024**. 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, **2024 and 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** ~~Defined~~ **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, Projected Benefit Obligation: Projected benefit obligation at beginning of year \$ ~~43,985~~ **40,059** \$ ~~63,129~~ Interest cost 1, ~~403~~ **1,480** Benefits paid and administrative expenses (1, ~~587~~) (1,505) **Actuarial (gain) loss, net** (1,398) **114** ~~Actuarial (gain) loss, net~~ 2,905 (18,361) Unrealized (gain) loss on foreign exchange (2,018) 1,046 (3,892) Projected benefit obligation at end of year \$ ~~40,669~~ **43,985** \$ ~~40,059~~ Fair Value of Plan Assets: Fair value of plan assets at beginning of year \$ ~~41,713~~ **37,376** \$ ~~59,039~~ Increase (decrease) in plan asset value 3,137 (17,213) Employer contributions 1,719 Benefits paid and administrative expenses (1,587) (1,505) (1,398) Unrealized gain (loss) on foreign exchange (31,655) **931** Fair value of plan assets at end of year \$ ~~38,949~~ **41,713** \$ ~~37,376~~ Under-funded status of the plan at end of the year \$ (~~1,720~~) \$ (~~2,272~~) \$ (~~2,683~~) Accumulated Benefit Obligation \$ ~~40,669~~ **41,727** ~~F-23~~ \$ ~~37,391~~ 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, Weighted average assumed discount rate 3. ~~27-48~~ % 3. ~~72-27~~ % Expected long-term rate of return on plan assets 3. ~~27-48~~ % 3. ~~72-27~~ % Weighted average rate of compensation increase 2. ~~00~~ **2.10** % 2. ~~60~~ % ~~F-23~~ The discount rate used to determine our

projected benefit obligation at December 31, ~~2023~~ **2024** was ~~decreased~~ **increased** from 3. ~~72~~ **27** % to 3. ~~27~~ **48** %, 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, Deferred tax asset \$ ~~Other long- term liabilities~~ **1, 720** ~~2, 272~~ ~~2, 683~~ Accumulated other comprehensive loss (5, ~~890~~) ~~(5, 914)~~ ~~(5, 108)~~ The components of net periodic pension cost for the Dutch Plan include (in thousands): For the Years Ended December 31, Interest cost \$ ~~1, 403~~ **\$ 1, 480** ~~Expected return on plan assets (1, 178)~~ ~~(1, 365)~~ ~~(545)~~ ~~(306)~~ Net periodic pension cost \$ \$ \$ 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~~ **2025**, our minimum funding requirements are expected to be \$ ~~0. 43~~ 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~~ **\$ 1, 725** ~~752~~ \$ ~~1, 872~~ **\$ 1, 941** \$ ~~2, 053~~ **\$ 2, 065** \$ ~~2, 180~~ **\$ 2, 224** Succeeding five years \$ ~~12~~ **11**, ~~217~~ **833** 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 ~~F- 24~~ contributions. For the years ended December 31, ~~2024~~, ~~2023~~ ~~and 2022~~ ~~and 2021~~, we paid \$ ~~4. 7 million~~, ~~\$ 4. 3 million~~, ~~and \$ 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 ~~F- 24~~ 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, ~~2024~~, ~~2023~~ ~~and 2022~~ ~~and 2021~~ was ~~\$ 0. 9 million~~, ~~\$ 1. 1 million~~, ~~and \$ 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, ~~2024~~, ~~2023~~ ~~and 2022~~ ~~and 2021~~ were \$ ~~0. 4 million~~, ~~\$ 0. 4 million~~ ~~and \$ 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~~ **credit** and performance guarantees and bonds. 14. EQUITY Common Stock In connection with the Redomestication Transaction ~~in May 2023~~, 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~~ ~~stock~~ ~~incentive~~ **incentive plans** ~~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 **F- 25** 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, **2023-2024**, we distributed **239-28**, **455-311** 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 Equity **F-25**-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 **or**. **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****The 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, **2023-2024**, we have repurchased 40, **379-666**, **635-075** shares for an aggregate purchase price of approximately \$ 1. 7 billion, or an average price of \$ 41. **28-12** per share and have canceled 33, 475, 406 shares with a historical cost of \$ 1. 2 billion. At December 31, **2023-2024**, we held **82-140**, **021-048** shares in treasury. During the year ended December 31, **2023-2024**, we distributed **228, 413 shares of treasury stock upon vesting of stock- based awards. During the year ended December 31, 2024**, we repurchased **113-286**, **792-440** shares of our common stock for \$ **5. 3 million, of which 109, 224 shares valued at \$ 2. 2-0** 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 **398-228** shares of our common stock for approximately \$ **6-4**. 0 thousand. Dividend Policy In 2008, Core Laboratories announced the initiation of a cash dividend program. In **2024, 2023**, **and** **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 **31-29**, **2024-2025**, the Company declared a quarterly cash dividend of \$ 0. 01 per share for shareholders of record on February **12-10**, **2024-2025** payable on March **4-3**, **2024-2025**. Accumulated Other Comprehensive Income (Loss) Amounts recognized, net of income taxes, in accumulated other comprehensive income (loss) consist of the following (in thousands): December 31, Pension and other postretirement benefit plans- unrecognized prior service costs and net actuarial loss \$ (5, **890**) \$ (5, 914)-\$ (5, 108-) Interest rate swaps- net fair value gain **1, 331**-Total accumulated other comprehensive income (loss) \$ (**5, 769**) \$ (4, 972)-\$ (3, 777-) 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. **F- 26** 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, **that would have expired August 29, 2024**, 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 **F- 26** 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 **are reclassified into interest expense in accordance with the forecasted transactions or the scheduled interest payments on the Credit Facility. The 2014 Variable- to- Fixed Swap was fully amortized during the year ended December 31, 2024. The remaining net gain on the 2020 Variable- to- Fixed Swap included in accumulated other comprehensive income (loss) at December 31, 2024, is nominal, and** 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 **through February**. In ~~March 2020~~ **2025**, 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~~ **In** 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 **in 2023**. ~~The remaining~~ **A net gain on this swap of \$ 0. 1 million is** included in accumulated other comprehensive income (loss) at December 31, ~~2023~~ **2024**, ~~is \$ 1. The unamortized balance on this swap~~ **2 million of which \$ 1. 1 million will be reclassified** ~~amortized~~ **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 **and any future debt through March 2033**. As of December 31, ~~2023~~ **2024**, the aggregated gains and losses on these interest swaps that ~~is~~ **are** included in accumulated other comprehensive income (loss) are a net gain of \$ 0. ~~9~~ **1** million. As of December 31, ~~2023~~ **2024**, we had fixed rate long-term debt aggregating \$ 110 million and variable rate long-term debt aggregating \$ ~~56.18~~ 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 Derivatives designated as hedges: 5 year interest rate swap \$ \$ (740) Increase (decrease) to interest expense 10 year interest rate swap (**1, 097**) (752) Increase (decrease) to interest expense \$ (**1, 040**) \$ (492) \$ ~~(82)~~ 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 ~~F-27~~ liabilities measured at fair value on a recurring basis using quoted prices in an active market (Level 1) or significant ~~F-27~~ 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, 2024			
Total	Level 1	Level 2	Level 3
Assets: Company owned life insurance policies (1) \$ 25, 435 \$ — \$ 25, 435 \$ — \$ 25, 435 \$ — \$ 25, 435 \$ —			
Liabilities: Deferred compensation liabilities \$ 19, 103 \$ — \$ 19, 103 \$ — \$ 19, 103 \$ —			
Fair Value Measurement at December 31, 2023			
Total	Level 1	Level 2	Level 3
Assets: Company owned life insurance policies (1) \$ 25, 397 \$ — \$ 25, 397 \$ — \$ 25, 397 \$ — \$ 25, 397 \$ —			
Liabilities: 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
Assets: Company owned life insurance policies (1) \$ 23, 787 \$ — \$ 23, 787 \$ — \$ 23, 787 \$ — \$ 23, 787 \$ —			
Liabilities: 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~~ **2024** 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~~ **2024**, we issued ~~98~~ **228**, ~~939~~ **413** shares out of treasury stock and ~~239~~ **28**, ~~455~~ **311** shares out of authorized common stock. We do not use cash to settle equity instruments issued under stock-based compensation awards. ~~2020~~ **2024** Long-Term Incentive Plan Under the LTIP, awards may be granted to eligible employees until May ~~20~~ **8**, ~~2025~~ **2034**, and the maximum number of shares available for award is ~~13~~ **14**, ~~000~~ **100**, 000 shares. At December 31, ~~2023~~ **2024**, approximately ~~651~~ **1**, ~~651~~ **569, 741** 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~~ **3**. 5 million, \$ **6. 5 million and \$ 3. 9 million and \$ 7. 3** million of additional non-cash stock compensation expense in the years ended December 31, ~~2024~~ **2023**, ~~and~~ **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 ~~F-28~~ 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 ~~F-28~~ 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 ~~11-17~~, ~~2021-2022~~, certain members of our executive and senior management teams were awarded rights to receive an aggregate of up to ~~268-362~~, ~~298-254~~ shares, which include shares that may be awarded if above target level. The target level is achieved if our calculated return on invested capital ("ROIC"), as defined in the PSAP agreement, achieves certain performance criteria as compared to the Bloomberg Peer Group, as defined in the PSAP Performance Share Award Restricted Share Agreement, at the end of the performance period, which ended on the last trading day of ~~2023-2024~~ and shares Shares may be awarded above the target level, were also subject to ROIC performance and certain total shareholder return ("TSR") performance criteria, as defined in the PSAP agreement. This arrangement was 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 recognized expense of \$ 1.1 million and \$ 6.6 million in 2022 and 2021, respectively. In 2023-2024, we reversed \$ 0.4-5.6 million of previously recognized expense to revalue the awards to their grant date fair value, upon final determination of the performance criteria and certain forfeitures during the year. We have recognized expense of \$ 1.2 million and \$ 6.4 million in 2023 and 2022, respectively. We issued a total of ~~206-112~~, ~~204-389~~ awards valued at \$ 7.3-2.0 million. The participants surrendered ~~82-69~~, ~~021-116~~ 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 \$ 1.4-2 million at \$ 17.66-31 per share. On February ~~17-16~~, ~~2022-2023~~, certain members of our executive and senior management teams were awarded rights to receive an aggregate of up to ~~362-507~~, ~~254-410~~ shares, which include shares that may be awarded if above target level. The target level is achieved if our calculated ROIC, as defined in the PSAP agreement, achieves certain performance criteria as compared to the Bloomberg Peer Group, as defined in the PSAP Performance Share Award Restricted Share Agreement, at the end of the performance period, which ends on the last trading day of ~~2024-2025~~ and shares Shares may be awarded above the target level, are also subject to ROIC performance and certain TSR performance criteria, as defined in the PSAP agreement. This arrangement is recorded as an equity award that requires us to recognize compensation expense originally estimated at \$ 9-12.3 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 \$ 0-1.2 million in 2023-2024 based on current expected performance levels, and we have recognized expense of \$ 0-1.2 million and \$ 6.4 million and \$ 8.4 million in 2024 and 2023 and 2022, respectively. The unrecognized compensation expense is expected to be recognized over an estimated amortization period of 12 months. On February ~~16-15~~, ~~2023-2024~~, certain members of our executive and senior management teams were awarded rights to receive an aggregate of up to ~~507-830~~, ~~410-785~~ shares, which include shares that may be awarded if above target level. The target level is achieved if our calculated ROIC, as defined in the PSAP agreement, achieves certain performance criteria as compared to the Bloomberg Peer Group, as defined in the PSAP Performance Share Award Restricted Share Agreement, at the end of the performance period, which ends on the last trading day of ~~2025-2026~~ and shares awarded above the target level, are also subject to ROIC performance and certain TSR performance criteria, as defined in the PSAP agreement. This arrangement is recorded as an equity award that requires us to recognize compensation expense estimated at \$ 12-11.3-8 million over the shorter of the 3- year performance period or requisite service period, as determined for each participant individually. We have recognized expense of which \$ 8-4.4 million has been recognized in 2023-2024. 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 14,220 shares, 180,450 shares, and 25,500 shares and 83,866 shares in 2024, 2023, and 2022 and 2021, respectively. Each of these grants has a vesting period of principally either five or six years, and vests ratably or as specified in the award agreements, 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, 2023-2024, there was \$ 8-4.1-6 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 49-46 months. The grant- date fair value of shares granted was \$ 0.2 million, \$ 3.6 million, and \$ 0.5 million and \$ 2.8 million in 2024, 2023, and 2022 and 2021, respectively. We recognized compensation expense of \$ 2.7 million, \$ 3.9 million, and \$ 4.5 million and \$ 6.1 million in 2024, 2023, and 2022 and 2021, respectively. The total grant- date fair value, which is the intrinsic value, of the shares vested was \$ 3.4 million, \$ 4.1 million, and \$ 5.3 million and \$ 6.5 million in 2024, 2023, and 2022 and 2021, respectively. F-29 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, 2023-2024, approximately 489-436, 225-340 shares remained available for the grant of new awards. F-29 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 55,902 shares, 38,514 shares, and 32,910 shares and 25,842 shares in 2024, 2023, and 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~~ **2024**, there was \$ 0.2 million of unrecognized stock-based compensation relating to non-vested **Director** 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 \$ **1.0 million**, \$ 0.9 million, and \$ 1.0 million and \$ 0.8 million in **2024**, ~~2023~~, and ~~2022 and 2021~~, respectively, and we have recognized compensation expense of \$ 0.8 million, \$ 0.9 million, and \$ 1.0 million and \$ 1.1 million in **2024**, ~~2023~~, and ~~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~~ **2024** Number of Shares Weighted Average Grant Date Fair Value per Share Non-vested at December 31, ~~2022~~ **2023** 1, 014 ~~234~~, 355 ~~487~~ \$ 30 ~~24~~, 29 ~~71~~ Granted ~~726~~ **900**, 374 ~~907~~ \$ 22 ~~14~~, 98 ~~40~~ Vested (~~336~~ **256**, 844 ~~724~~) \$ 36 ~~28~~, 46 ~~19~~ Forfeited (~~169~~, 398) \$ 27.38 ~~308~~, 955) \$ 24.08 Non-vested at December 31, ~~2023~~ **2024** 1, 234 ~~569~~, 487 \$ 24.71 ~~715~~ **18.35** 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, Cost of services and product sales \$ **1,847** \$ 4,625 \$ 4,572 \$ 5,704 General and administrative expense **1,908** 9,346 3,184 ~~13,389~~ Total stock-based compensation expense \$ **3,755** \$ 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~~ **2024**, has resulted in disruptions to our operations in Russia and Ukraine. As of December 31, ~~2023~~ **2024**, 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~~ **2024**. For the years ended December 31, **2024**, ~~2023~~, and ~~2022 and 2021~~, there were no triggering events during the year and, 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, **2024**, ~~2023~~, and ~~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 F-~~ **No F-** 30 impairments were recorded for our indefinite lived intangible assets or goodwill for the years ended December 31, **2024**, ~~2023~~, and ~~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, Gain on sale of assets \$ (**1,779**) \$ (200) \$ (1,068) \$ (427) Results of non-consolidated subsidiaries (**236**) (394) (294) (62) Foreign exchange (gain) loss, net (~~228~~) **1,197** Rents and royalties (**1,922**) (698) (709) (571) Return on pension assets and other pension costs (**178**) (1,365) (545) (306) Loss on lease abandonment and other exit costs 1,146 — Assets write-down 1, **110** 1,143 — **Insurance and other settlements (8,432) (604) (669) Severance and other charges — 3,332** ATM termination costs — — **Insurance and other settlements (604) (669) (2,236) Severance and other charges — 3,332** Gain on sale of business — (1,012) Other, net (**397**) (509) (998) (753) Total other (income) expense, net \$ (**9,953**) \$ (850) \$ (722) \$ (5,595) In **2024 and 2022**, we sold ~~our certain~~ ownership interest in mineral rights of certain properties for a net gain of \$ **1.4 million and \$ 0.7 million**, respectively, which is included in gain on sale of assets. During **the years ended December 31, 2024 and 2023**, we **abandoned certain leases in the U. S. and Canada and incurred lease abandonment and other exit costs of \$ 0.7 million and \$ 1.1 million, respectively. As a result of consolidating and exiting these facilities, the associated leasehold improvements, right of use assets and other assets of \$ 1.1 million and \$ 1.1 million were abandoned and expensed during the years ended December 31, 2024 and 2023, respectively. In February 2024, we had a fire incident at one of our U. K. facilities and we have recorded partial settlements and certain net gains from insurance recovery of \$ 8.4 million during the year ended December 31, 2024. Amounts associated with partial settlement for costs incurred and loss of income from business interruption are \$ 4.0 million, and net gains associated with property, plant and equipment are \$ 4.4 million. 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 abandoned certain leases in the U. S. and Canada and incurred costs of \$ 1.0, 1.7 million in 2022. 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 F- 31 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, Angolan Kwanza \$ (46) \$ (2) \$(36) Australian Dollar (2) British Pound (408) Canadian Dollar Colombian Peso (430) (281) Euro (382) (450) Indonesian Rupiah Nigerian Naira (74) (39) Norwegian Krone (20) (31) Russian Ruble (375) (16) Turkish Lira (472) Other currencies, net Foreign exchange (gain) loss, net \$ 1, 197 \$ \$ (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 common 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 common shares of common stock outstanding used in the computation of basic and diluted earnings per share (in thousands): For the Years Ended December 31, Weighted average common shares outstanding- basic 46, 897 46, 683 46, 334 46, 009 Effect of dilutive securities: Restricted shares Performance shares Weighted average common shares outstanding- diluted 47, 685 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 F- 32 projects, and the evaluation and appraisal of mining activities around lithium and other elements necessary for energy storage. F- 32
- 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. Our chief operating decision maker ("CODM ") is our chief executive officer and Chairman of the Board of Directors. The CODM uses revenue from unaffiliated clients and segment operating income to allocate resources, primarily for working capital, staffing, and capital expenditures, during the annual budgeting process and monthly when comparing actual results to budgeted and forecasted results.

Summarized financial information of our operating segments is shown in the following table (in thousands):

As F- 33As at and for the years ended: Reservoir Description Production Enhancement Corporate & Other (1) Consolidated

	December 31, 2023	2024	CODM Measure-
Revenue from unaffiliated clients	\$ 333,346	\$ 345,146	\$ 176,177
Reconciliation of CODM measure- revenue from unaffiliated clients to segment operating income:			
Inter- segment revenue	(337)	—	—
Cost of services and product sales	269,169	151,916	(563) 420,522
Depreciation and amortization	10,660	4,293	—
General and administrative expense	(2) 25,531	14,239	—
Other operating (income) expense, net	(3) (11,542)	(158) (11,150)	—
Foreign exchange (gain) loss, net	(3) (94)	1,197	—
CODM Measure- Segment operating income	51,466	6,612	58,556
Supplemental Disclosures: Total assets	322,764	149,446	118,196
Capital expenditures	11,413	1,318	13,028
December 31, 2023	CODM Measure- Revenue from unaffiliated clients	\$ 333,345	\$ 176,445
Reconciliation of CODM measure- revenue from unaffiliated clients to segment operating income:			
Inter- segment revenue	(405)	—	—
Cost of services and product sales	256,480	145,194	(1,717) 399,957
Depreciation and amortization	11,462	4,322	—
General and administrative expense	(2) 25,792	14,467	—
Other operating (income) expense, net	(3) (994)	(5) (27)	(1,026)
Foreign exchange (gain) loss, net	(3) (278)	—	—
CODM Measure- Segment operating income	41,039	12,519	1,082
Supplemental Disclosures: Total assets	309,162	161,358	358,359
Capital expenditures	8,312	1,808	10,579
December 31, 2022	CODM Measure- Revenue from unaffiliated clients	\$ 307,691	\$ 182,044
Reconciliation of CODM measure- revenue from unaffiliated clients to segment operating income:			
Inter- segment revenue	(838)	—	—
Cost of services and product sales	250,182	145,117	(1,644) 393,655
Depreciation and amortization	12,207	4,954	—
General and administrative expense	(2) 24,264	13,853	—
Other operating (income) expense, net	(3) (1,089)	1,414	(1,276) (951)
Foreign exchange (gain) loss, net	(3) (252)	(189)	—
CODM Measure- Segment operating income	22,902	16,351	2,271
Supplemental Disclosures: Total assets	307,108	159,628	111,618
Capital expenditures	7,458	2,181	10,216
December 31, 2021	Revenue from unaffiliated clients	\$ 313,609	\$ 156,643
Inter- segment revenue	(645)	—	—
Segment operating income	28,958	15,163	1,141
Total assets	305,256	142,310	133,287
Capital expenditures	9,572	2,281	1,686
December 31, 2021	Revenue from unaffiliated clients	\$ 313,609	\$ 156,643
Inter- segment revenue	(645)	—	—
Segment operating income	28,958	15,163	1,141
Total assets	305,256	142,310	133,287
Capital expenditures	9,572	2,281	1,686
December 31, 2021	Revenue from unaffiliated clients	\$ 313,609	\$ 156,643
Inter- segment revenue	(645)	—	—
Segment operating income	28,958	15,163	1,141
Total assets	305,256	142,310	133,287
Capital expenditures	9,572	2,281	1,686
December 31, 2021	Revenue from unaffiliated clients	\$ 313,609	\$ 156,643
Inter- segment revenue	(645)	—	—
Segment operating income	28,958	15,163	1,141
Total assets	305,256	142,310	133,287
Capital expenditures	9,572	2,281	1,686

(1) "Corporate and other" represents those items not directly related to a particular operating segment and eliminations. (2) General and administrative expense is presented as a total amount to the CODM and consists primarily of employee benefits, professional fees and information technology costs. (3) Other remaining balance is included in other (income) expense, net. See Note 19- Other (income) expense, net for further detail.

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): F- 34

	For the Years Ended December 31, Reservoir Description	Services	Production Enhancement	Services
Revenue	\$ 334,325	\$ 322,921	\$ 296,201	\$ 296,576
Revenue	\$ 53,880	\$ 48,993	\$ 50,773	\$ 47,766

Services \$ ~~388,205~~ \$ 371,914 \$ 346,974 \$ ~~344,342~~ Reservoir Description Product sales \$ ~~11,821~~ \$ 10,424 \$ 11,490 \$ ~~17,033~~ Production Enhancement Product sales ~~123,822~~ 127,452 131,271 ~~108,877~~ Total Revenue- Product sales \$ ~~135,643~~ \$ 137,876 \$ 142,761 \$ ~~125,910~~ Total Revenue \$ ~~523,848~~ \$ 509,790 \$ 489,735 \$ ~~470,252~~ 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 ~~F-33~~ sourced from projects on non- U. S. oilfields. Summarized financial information of our geographic regions is shown in the following table (in thousands): Other As at and for the years ended: United States Countries (1) (2) Consolidated December 31, ~~2024 Revenue \$ 178,895 \$ 344,953 \$ 523,848 Property, plant and equipment, net 46,666 50,397 97,063~~ December 31, 2023 Revenue \$ 178,549 \$ 331,241 \$ 509,790 Property, plant and equipment, net 50,792 48,834 99,626 December 31, 2022 Revenue \$ 166,701 \$ 323,034 \$ 489,735 Property, plant and equipment, net 54,384 50,644 105,028 ~~December 31, 2021 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 ~~2024, 2023, and 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 ~~, net in 2024, 2023, and 2022 and 2021.~~ F- ~~34-35~~ CORE LABORATORIES INC. Schedule II- Valuation and Qualifying Account (In thousands) Balance at Beginning of Period Additions Charged to / (Recovered from) Expense Write- offs Other (1) Balance at End of Period Year ended December 31, ~~2024 Reserve for credit losses \$ 2,280 \$ 1,203 \$ (298) \$ \$ 3,192~~ Year ended December ~~31, 2023 Reserve for credit losses \$ 2,214 \$ (113) \$ — \$ 2,280~~ Year ended December 31, 2022 Reserve for credit losses \$ 3,225 \$ (6) \$ (1,006) \$ 2,214 ~~Year ended December 31, 2021 Reserve for credit losses \$ 4,068 \$ (256) \$ (588) \$ \$ 3,225~~ (1) Comprised primarily of differences due to changes in exchange rate. F- ~~35-36~~ Exhibit 4. 1 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. 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 $66 \frac{2}{3} \%$ 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. Our certificate of incorporation provides that directors may be removed only for cause by the affirmative vote of $66 \frac{2}{3} \%$ 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 150th day prior to the date of the annual meeting and no later than the close of business on the later of (i) the 120th 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 10th 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. ~~2023 NON-EMPLOYEE~~

~~DIRECTOR STOCK INCENTIVE PLAN Restricted Share Award Agreement THIS AGREEMENT is made as of _____~~

CORE LABORATORIES INC. Insider Trading Policy This Insider Trading Policy (this " Policy ") provides guidance to

directors, officers 20__ by and between **employees of** 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 **transactions** 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 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 (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 securities (such as common stock), any merger, options to buy or sell common stock, consolidation of the Company, any issue of warrants, convertible securities and debt or equity securities) and derivative securities relating to, 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 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, whether or not issued by the Company (such as exchange-traded options) for the Company may require to meet all obligations purpose of promoting compliance with applicable federal and state securities laws regarding insider trading. The Policy also applies, under certain circumstances applicable tax laws or regulations, and, if Participant fails to do so, transactions in the securities of the other Company companies. It 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 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: APPENDIX A Effective Date of Grant Number of Restricted Shares Restricted Period Begins Restricted Period Ends 2020 LONG-TERM INCENTIVE PLAN 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: (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 **policy to strictly comply with the insider trading laws and regulations of the United States, including the extent to which such laws pertain to trading in Company securities** on Invested Capital meets the criteria described in Appendix A to this Agreement at the end of the Performance Period. (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. 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. 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. 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. (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. (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 **behalf. This Policy applies to all directors, officers and employees who receive or are aware of Material, on Non Invested Capital - Public Information (as defined below) obtained in the course of employment by, or in association with, the Company, together with any individual whom the General Counsel may designate as an "insider" because of his or her access to Material, Non- Public Information concerning the Company, including without limitation, consultants, contractors and advisors to, and representatives of, the Company. This Policy also applies to any person who receives Material, Non- Public Information about the Company from an insider. This Policy additionally applies to**

any person who (i) in the course of employment or service with the Company receives Material, Non- Public Information about any the other Peer Group publicly- traded company, including any customer, supplier or partner of the Company, or any company that is “ economically linked ” to the Company, such as a competitor, or (ii) receives Material, Non- Public Information about the Company that could potentially affect the trading of securities of such other publicly- traded company (collectively, “ Third- Party MNPI ”). The people to whom this Policy applies are referred to herein as “ insiders. ” All insiders must strictly comply with this Policy. The Company reserves the right to amend or rescind this Policy or any portion of it at any time and to adopt different policies and procedures at any time. In the event of any conflict or inconsistency between this Policy and any other materials distributed by the Company, this Policy shall govern. If a law conflicts with this Policy, you must comply with the law. You should read this Policy carefully, ask questions of the Company ’ s General Counsel, and promptly sign and Return return on Invested Capital the certification attached as Annex 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 acknowledging receipt of this Agreement. Policy to: 6316 Windfern Road Houston, Texas 77040 Attention: General Counsel The Committee Company ’ s determinations pursuant to directors, officers and certain employees must promptly sign and return the preceding sentence attached certification acknowledging receipt of this Policy when requested to do so by the Company ’ s General Counsel (which term includes any person whom the General Counsel designates to administer the responsibilities described in this Policy). I. Definitions and Explanations A. Definition of “ Material, Non- Public Information ” 1. What information is “ Material ”? It is not possible to define shall -- all categories of material information. However, information should be regarded as material 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 substantial likelihood that it would 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. 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 considered important 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 investor equivalent evidence of share ownership, issued in making 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 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 investment decision regarding the purchase, sale issued in Participant ’ s name for or holding 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 securities. Information that its- is likely to affect the market price of a company ’ s securities (whether positive or negative) is likely to be material. It is also important to remember that either positive or negative information may be material. While it may be difficult under this standard to determine whether information is material, there are various categories of information that are particularly sensitive and, as a general rule, should always be considered material. Common examples of material information include: • Unpublished financial results (annual, quarterly or otherwise) or projections, forecasts or guidance of financial results; • Restatements of financial results, or material impairments, write- offs or restructurings; • Business plans or budgets; • Significant corporate events, such as news of a pending or proposed merger, tender offer, or acquisition or disposition of a significant business unit or asset or change in control of the Company; • Creation of significant financial obligations, or

any merger, significant default under, or consolidation, acceleration of the Company, any issue, financial obligation; • Impending announcements of debt, bankruptcy or equity securities, financial liquidity problems; • Significant developments involving business relationships, including execution, the dissolution or liquidation of the Company or any sale, lease, modification or termination of significant agreements or orders with customers, exchange suppliers, distributors, manufacturers or other disposition of all or any part of its assets or business partners or any other corporate act or proceeding; • Significant advancements provided, however, that in the research and development efforts or relating to intellectual property; • Major event events involving of a stock split, stock dividend paid in shares, or similar reorganization affecting all or substantially all of the Company's shares securities, including calls of securities for redemption, adoption of stock repurchase programs, stock splits, changes in dividend policies, public or private securities offerings, modification of the Restricted Performance Shares shall similarly rights of security holders or notice of delisting; • Significant cybersecurity incidents; • Significant legal or regulatory developments, whether actual or threatened; and automatically • Major personnel changes, such as departures or elections of directors or executive officers. The above list is for illustration purposes only. 2. What information is "Non- public"? Information is considered non- public if the information has not been broadly disseminated to the public for a sufficient period to be reflected in split or reorganized without further action or decision by the price Company or the Committee. The prohibitions of Section 3.1 shall not apply to the transfer of Restricted Performance Shares pursuant security. Information can be broadly disseminated to the public in a press release plan of reorganization of the Company, but a public filing with the stock, United States Securities Securities and or other property received in exchange Exchange Commission (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 "SEC"), a pre- announced public webcast or another broad, non- exclusionary for form all purposes of this Agreement public communication . VII. Miscellaneous For purposes of this Agreement Policy, information 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 public, i. e., no longer to have terminated Service at the time of the termination of the " Subsidiary- non- public, " after status under the Plan of the entity or other -- the close of trading organization that employs Participant. 7. 2 Notices 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 the first 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 7. 7 Binding Effect 7. 8 Governing Law AWARD OF RESTRICTED PERFORMANCE SHARES Date of Grant Number of Restricted Performance Shares Performance Period Begins Performance Period Ends Full full Trading Day following Vesting Performance Criteria January 1, 20__ December 31, 20__ 50 % of the award will Vest if the Company is in the top 35th 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 55th 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 85th 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 35th and 55th 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 55th and 85th percentile of ROIC. However, for purposes of including an absolute total shareholder return (" TSR ") modifier over the Performance Period, if the Company's TSR, widespread public release of the information. Any questions as to whether information measured over the Performance Period is non- public should negative, then the number of shares that could Vest above the 100 % level of the award (i. e., the 100 % up to the maximum 175 % amount) will be directed reduced by one- half. The absolute TSR modifier will not affect any award up to the General Counsel 100 % level of the award. B Policies & Procedures Subject: Core Laboratories Inc. (the Related Person " Company- Related Person " means) Incentive Compensation Recoupment Policy Effective Date: November 8, with respect 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- insiders: • Any family member living in the insider's household (including a spouse, minor child, minor stepchild, parent, stepparent, grandparent, sibling, in - law) and anyone else living in the insider's household; • Family members who do not live in the insider's household but whose transactions in Company securities are directed by the insider or subject to the insider's influence or control; •

Partnerships in which the insider is a general partner; • Trusts of which the insider is a trustee; • Estates of which the insider is an executor; and • Other equivalent legal entities that the insider controls. C. Trading Day “ Trading Day ” means a day on which national stock exchanges are open for trading, and a “ full Trading Day ” has elapsed when, after the public disclosure, trading in the relevant security has opened and then closed (including any holiday performance shortened trading session as the stock exchange may set). II. General Policy This Policy prohibits insiders from transacting in or “ tipping, ” either directly or indirectly, others who may trade in the Company’s securities while aware of Material, Non- Public Information about the Company. This Policy additionally prohibits trading or tipping others in Third- Party MNPI. These activities are commonly referred to as “ insider trading. ” All insiders should treat Material, Non- Public Information about the Company’s business partners with the same care required with respect to Material, Non- Public Information related directly to the Company. A. Trading on Material, Non- Public Information Except as otherwise specified in this Policy, no insider or Related Person shall engage in any transaction in the Company’s securities, including making any offer to purchase or offer to sell or giving any gift of the Company’s securities, during any period commencing with the date that he or she is aware of Material, Non- Public Information concerning the Company, and ending after one full Trading Day following the date of public disclosure of the Material, Non- Public Information, or at the time that the information is no longer material. B. Tipping Others of Material, Non- Public Information No insider shall disclose or tip, either directly or indirectly, Material, Non- Public Information to any other person (including Related Persons) where the Material, Non- Public Information may be used by that person to his or her profit by trading in the securities of the Company or another publicly- traded company (where the Material, Non- Public Information is Third- Party MNPI), nor shall the insider or the Related Person make recommendations, either directly or indirectly, or express opinions on the basis of Material, Non- Public Information as to trading in the Company’s securities. Both the insider who provides the information, compensation-recommendation philosophy or opinion and the person who trades based on it may be liable. Insiders are prohibited from engaging in these actions whether or not the insider derives any profit or personal benefit from doing so. This prohibition against disclosure of Material Non- Public Information includes disclosure (even anonymous disclosure) via the internet, blogs, investor forums or chat rooms where companies and their prospects are discussed. C. Confidentiality of Material, Non- Public Information Material, Non- Public Information relating to the Company is the Company’s property and the unauthorized disclosure of Material, Non- Public Information is prohibited. If an insider receives any inquiry from outside the Company (such as a securities analyst) for information (particularly financial results and / or projections) that may be Material, Non- Public Information, the inquiry should be referred to the Company’s Investor Relations Department. The Company is required 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 Regulation FD (Fair Disclosure) of the U. S. federal securities laws (the “ Policy ”). This policy is designed to avoid the selective disclosure of Material, Non- Public Information. In general, the regulation provides that when a public company with discloses Material, Non- Public Information, it must provide broad, non-exclusionary access to the applicable rules information. Violations of this regulation can subject the The New York Stock Exchange-Listed Company to enforcement actions 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. 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 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 may result in injunctions the Incentive Compensation was Received; and (b) severe monetary penalties. 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 established procedures 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 releasing material information 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 applicable law.

D. Special and Prohibited Transactions Because the Company believes it is improper and inappropriate for its insiders to engage in short-term or speculative transactions involving certain securities, it is the Company's policy that its insiders may not engage in any applicable rules or standards adopted by the transactions specified below.

1. Hedging Transactions and the Other Transactions Involving Company Derivative Securities. Hedging and Exchange Commission ("SEC") or any national securities exchange on which monetization transactions, whether direct or indirect, involving the Company's securities are completely prohibited, regardless of whether you are in possession of Material, Non-Public Information. A "short sale," or sale of securities that the seller does not own at the time of sale or, if owned, that will not be delivered within 20 days of the sale, is an example of a prohibited hedging transaction. Transactions involving Company-based derivative securities are completely prohibited, whether or not you are in possession of Material, Non-Public Information. "Derivative securities" are options, warrants, stock appreciation rights, convertible notes or similar rights whose value is derived from the value of an equity security, such as Company common stock. Transactions in derivative securities include, but are not limited to, trading in Company-based option contracts, transactions in straddles or collars and writing puts or calls. This Policy shall not, however, restrict holding, exercising or settling awards such as options, restricted stock, restricted stock units or other derivative securities granted under a Company equity incentive plan as described in more detail below under "Exempted Transactions."

2. Purchases of Company Stock on Margin. Any of the Company's common stock purchased in the open market should be effective as paid for in full at the time of November 8, 2023 purchase. Purchasing the Company's common stock on margin (e.g., borrowing money from a brokerage firm or the other third party "Effective Date") and shall apply to all Incentive Compensation that fund the stock purchase) is Received strictly prohibited by any Covered Executive on or after October 2, 2023.

Amendment; Termination The Committee may amend this Policy.

3. Pledges of Company Securities. Pledging Company securities as collateral is prohibited.

4. Short Term Trading. Insiders who purchase Company securities in the open market may not sell any Company securities of the same class during the six months following the purchase (or vice versa).

5. Standing and Limit Orders. You should refrain from placing open orders with brokers, such as standing and limit orders (except standing and limit orders under approved Rule 10b5-1 plans, as described below), particularly where the order is likely to remain outstanding for an extended period. Open orders may result in the execution of a trade at a time when you are aware of Material, Non-Public Information or

otherwise are not permitted to trade in Company securities, which may result in inadvertent insider trading violations.

E. Exempted Transactions This Policy does not apply in the case of the following transactions, except as specifically noted: 1. **Stock Option Exercises.** This Policy does not apply to the exercise of an employee stock option acquired pursuant to the Company's plans, or to the exercise of a tax withholding right pursuant to which a person has elected to have the Company withhold shares subject to an option to satisfy tax withholding requirements. This Policy does apply, however, to any sale of stock as part of a broker-assisted cashless exercise of an option, or any other market sale for the purpose of generating the cash needed to pay the exercise price of an option. 2. **Restricted Stock Awards.** This Policy does not apply to the vesting of restricted stock, or the exercise of a tax withholding right pursuant to which the insider elects to have the Company withhold shares of stock to satisfy tax withholding requirements upon the vesting of any restricted stock. This Policy does apply, however, to any market sale of restricted stock. 3. **401 (k) Plan.** This Policy does not apply to purchases of Company securities in the Company's 401 (k) plan resulting from an insider's periodic contribution of money to the plan pursuant to the insider's payroll deduction election. This Policy does apply, however, to certain elections the insider may make under the 401 (k) plan, including: (a) an election to increase or decrease the percentage of the insider's periodic contributions that will be allocated to the Company stock fund; (b) an election to make an intra-plan transfer of an existing account balance into or out of the Company stock fund; (c) an election to borrow money against the insider's 401 (k) plan account if the loan will result in a liquidation of some or all of the insider's Company stock fund balance; and (d) an election to pre-pay a plan loan if the pre-payment will result in allocation of loan proceeds to the Company stock fund. 4. **Employee Stock Purchase Plan.** This Policy does not apply to purchases of Company securities in an employee stock purchase plan resulting from the insider's periodic contribution of money to the plan pursuant to the election the insider made at the time of the insider's enrollment in its discretion and shall the plan. This Policy also does not apply to purchases of Company securities resulting from lump sum contributions to the plan, provided that the insider elected to participate by lump sum payment at the beginning of the applicable enrollment period. This Policy does apply, however, to the insider's election to participate in the plan for any enrollment period, amend-- and to the insider's sales of Company securities purchased pursuant to the plan. 5. **Dividend Reinvestment Plan.** This Policy does not apply to purchases of Company securities under a dividend reinvestment plan resulting from the insider's reinvestment of dividends paid on Company securities. This Policy does apply, however, to voluntary purchases of Company securities resulting from additional contributions the insider chooses to make to the dividend reinvestment plan, and to the insider's election to participate in the plan or increase the insider's level of participation in the plan. This Policy also applies to the insider's sale of any Company securities purchased pursuant to the plan. 6. **Mutual Funds.** Transactions in mutual funds that are invested in Company securities are not transactions subject to this Policy as it deems necessary. 7. **Notwithstanding any provision herein to the Other contrary, Similar Transactions.** Any other purchase of Company securities from the Company or sales of Company securities to the Company are no not subject to amendment or termination of this Policy shall. 8. **Rule 10b5- 1 Plans.** The SEC has enacted rules that provide an affirmative defense against alleged violations of U. S. federal insider trading laws for transactions pursuant to trading plans that meet certain requirements. In general, these rules, as set forth in Rule 10b5- 1 under the United States Securities Exchange Act of 1934, as amended (" Exchange Act "), provide for an affirmative defense if you enter into a contract, provide instructions or adopt a written plan for trading securities when you are not aware of **Material, Non- Public Information.** The contract, instructions or plan must be made effective if such amendment or entered termination would (after taking into in good faith and not as a part of a plan or scheme to evade the insider trading laws and must (i) specify the account amount , price and date of the transaction, (ii) specify an objective method for determining the amount, price and date of the transaction and / or (iii) place any actions taken subsequent discretion for determining the amount, price and date of the transaction in another person who is not, at the time of the transaction, aware of Material, Non- Public Information. Transactions made pursuant to a written trading plan that (i) complies with the affirmative defense set forth in Rule 10b5- 1 and (ii) is approved by the **General Counsel** Company contemporaneously with such amendment or termination) cause the Company to violate any federal securities laws, are not subject to SEC rule or NYSE rule. Other-- **the restrictions in** 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 to other-- **the agreement pre- clearance procedures or blackout periods established** 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. **In approving a trading plan** , and not in lieu of, any other-- **the General Counsel** 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 **furtherance of** any employment agreement, equity award agreement, compensatory plan, agreement or other-- **the objectives expressed in** 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, impose criteria in addition to those set forth in Rule 10b5- 1. Therefore, you must confer with the General Counsel prior to entering into any trading plan. 9. **Other Transactions.** Any transaction specifically approved in writing in advance by applicable SEC filings and rules **the General Counsel (or by the Chief Executive Officer if the person engaging in the transaction is the General Counsel)** . **Written Acknowledgement** **F. Post- Termination Transactions** The guidelines set forth in Committee may provide notice to and seek written acknowledgement of this **Section II continue** Policy from each Covered Executive in form and substance substantially similar to **apply** 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. 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 **transactions** 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 **securities even after the insider has terminated his or her employment or other measures that service relationship with the Company to the extent the insider is** are aware 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 **Material, Non-Public Information when this- his** Policy, be considered Financial Reporting Measures. For **or** the avoidance of doubt **her employment or service relationship terminates**, a Financial Reporting Measure need **in which event the insider may not trade** be presented in the Company’s securities until that information has become public or is **no longer material**. **III. Additional Trading Policies and Requirements for Certain Insiders**

A. Blackout Period and the Window Group All directors and members of management of the Company, consisting of the Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, General Counsel, Chief Accounting Officer, any Senior Vice President, all employees who directly report to any of the foregoing individuals, and such other persons as may be designated by the General Counsel (collectively, the “Window Group”) are prohibited from trading during the period beginning at the close of market on the 8th calendar day prior to the end of each fiscal quarter or year and ending after one full Trading Day following the date of public disclosure of the financial statements results **or for that fiscal quarter or year** included in a filing with the SEC. Financial Reporting Measures include, without limitation: **(i the “ Blackout Period ”)**. The Company will endeavor to notify the Window Group when the Blackout Period begins. Insiders who have not been identified stock price; (ii) Total shareholder return; (iii) Earnings before interest and taxes (EBIT); (iv) Return measures such as **being in the Window Group should adhere to the general prohibitions set forth in this Policy** return on invested capital, return on assets or return on equity; and (v) Earnings measures such as earnings per share. **From time to time, outside of** (6) “Incentive Compensation” means any compensation that is granted **regularly scheduled Blackout Period**, earned or vested based wholly or in part upon the attainment of a Financial Reporting Measure, including, without limitation: (i) Annual bonuses and other **the General Counsel may prohibit some** 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 **all** be deemed received **members of the Window Group from trading** in the Company’s securities because **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 material developments known** 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 **and** authorized to take such action if Board action is not **yet disclosed** 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 **the public** legally authorized body directs the Company to prepare an Accounting Restatement. **In** ATTESTATION AND ACKNOWLEDGEMENT 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 event, the General Counsel will notify the affected persons, and “Policy”)**. • I hereby agree to abide by all of the **those persons** terms of this Policy both during and after my **may not engage in** employment with the Company, including, without limitation, by promptly repaying or returning any **transaction involving** Erroneously Awarded Compensation to the **purchase** Company as determined in accordance with this Policy. Signature: Printed Name: Date: (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 **or** 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 I. 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 **sale of** may be amended from time to time. 1. 4 Other -- **the** 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 **securities until the General Counsel notifies them that the special blackout period is over. In addition, those persons should not disclose to others** appropriate for Executive's own benefit business opportunities concerning the **existence** subject matter of the fiduciary relationship **trading suspension**. **Trading** 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 **securities outside** standard policy regarding payment of compensation to executives but **a Blackout Period should no not** less frequently than monthly. 2. 2 Bonuses. Executive shall be **considered** 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 **safe harbor,**"). Executive shall **and no insider who possesses Material, Non- Public Information about the Company should trade until at least one full Trading Day after the information has been made public or it ceases** 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. (e) 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. 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 Trades 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 **Section II, Subsection E, no director, named Executive-executive officer or other employee subject to the reporting requirements of Section 16 of the Exchange Act (collectively, the "Pre-Clearance Group")**, may trade in the Company's securities without first complying with 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 **the** 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(e) 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" **pre-clearance" process. Each member of the Pre-Clearance Group should contact the Company's General Counsel prior to commencing any transactions in the Company's securities (whether or not listed in the Exempted Transactions specified in Section II, Subsection E). Pre-Clearance Group members must obtain written clearance from the Company's General Counsel; oral pre-clearance is not sufficient. After you receive permission to engage in a transaction, you must complete your transaction within three Trading Days (or such shorter period as is designated at defined in Section 280G(b)(3) of the Code-time of your request for permission) and so or make a new request for clearance. Please note that clearance no portion of a proposed transaction such amounts and benefits received by Executive shall the Company's General Counsel does not constitute legal advice regarding or otherwise acknowledge that a member of the Pre-Clearance Group does not possess Material, Non-Public Information. Individuals must ultimately make their own judgments regarding, and are personally responsible for determining, whether they are in possession of Material, Non-Public Information.**

IV. Company Stock and Public Debt Repurchases

A. Common Stock Repurchases Company open market common stock repurchases will be made under authorization provided 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 **the Board** applicable taxes). The reduction of payments **Directors. Open market repurchases of common stock are designed to satisfy the non-exclusive safe harbor of Rule 10b-18 of the Exchange Act and benefits hereunder, if applicable, shall be made in compliance with applicable securities laws. The blackout periods set forth in Section III, Subsection A, apply to Company open market common stock repurchases.**

B. Other Security

Repurchases Open market repurchases of securities other than Company common stock and securities repurchased (including common stock) by reducing other means (e. g., first privately negotiated transactions, payments tender offers, redemptions, consent solicitations, or benefits to otherwise) will be paid in handled on a cash case hereunder - by- case basis in consultation the order in which such payment or benefit would be paid or provided (beginning with such payment the General Counsel and the Chief Financial Officer. Depending on the facts and circumstances, the Company may determine to apply the blackout periods set forth in Section III, Subsection A to Company public debt or other security repurchases. V. Potential Criminal and Civil Liability and / or Disciplinary Action A. Detection and Prosecution of Insider Trading The SEC, the Financial Industry Regulatory Authority and the New York Stock Exchange use sophisticated electronic surveillance techniques to investigate and detect insider trading, and the SEC and the U. S. Department of Justice pursue insider trading violations vigorously. Cases involving trading through foreign accounts, trading by family members and friends and trading involving only a small number of shares have been successfully prosecuted. B. Penalties or for benefit that would be Violation of Insider Trading Laws As of the effective date of this Policy, potential penalties for insider trading violations under U. S. federal securities laws include: • imprisonment; • disgorging any profits made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first losses avoided; • substantial criminal fines; • substantial damages in time) and, a private lawsuit; • substantial civil fines based on then- the, reducing profit gained or loss avoided; • a bar against serving as an officer or director of a public company; and • an injunction against future violations. The SEC has imposed large penalties in tipping cases even when the disclosing person did not trade or gain 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 another person 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 trading. In addition, a company, as well as individual directors, officers and other supervisory personnel, may be subject to liability as "controlling persons" for failure to take appropriate steps to prevent insider trading by those under their supervision, influence or control. The penalty for "controlling person" liability includes civil fines, as well as potential criminal fines and imprisonment. The civil penalties can extend personal liability to directors, officers and managers. C. Disciplinary Action by then- the Executive shall immediately repay such excess to Company upon notification If the Company has a reasonable basis to conclude that you have failed to comply with this Policy, you may be subject to disciplinary action by the Company, up to and including dismissal for cause, regardless of whether your failure to comply with this Policy results in a violation of law. It is not necessary for the Company to wait for the filing or conclusion of any civil or criminal action against an alleged violator before taking disciplinary overpayment has been made. Nothing in this Section action 4. 5 shall require In addition, the Company may give stop transfer to be responsible for, or have any liability or obligation with respect to, Executive's excise tax liabilities under Section 4999 of the Code. 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- other instructions to the, during Executive's employment by Company (whether during business hours or otherwise and whether on Company's transfer agent premises or otherwise) that relate to enforce compliance with this Policy. VI. Administration of the Policy Please direct any questions, requests or reports as to any of the matters discussed in this Policy to the Company's business General Counsel, products, who is generally responsible or for services (including, without limitation, all the administration of this Policy. The General Counsel may select one or more individuals to assist with the execution of such officer 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 duties in administering this Policy. All determinations organizations or within the organization of acquisition prospects, or marketing and interpretations by the General Counsel merchandising techniques, prospective names, and marks) shall be disclosed final and not subject to further review. * * * * This document states a policy of Core Laboratories Inc. and is not intended to be regarded as the rendering of legal advice. Annex A insider Trading Policy Certification I have read and understand the Insider Trading Policy (the "Policy") of Core Laboratories Inc. (the "Company and"). I agree and shall be that I will comply with the sole policies and exclusive property procedures set forth in the Policy. I understand and agree that, if I am a director, officer or employee of the Company - Moreover or one of its subsidiaries or other affiliates, my failure to comply in all respects with documents, drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, E- mail, voice mail, electronic databases, maps, and all other- the 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 policies confidential business information and trade secrets. Executive shall refrain, including both during the Policy, is a basis for termination for cause of my employment relationship or service with the Company and after any subsidiary or the other affiliate to which my employment relationship terminates, from publishing any oral or service now relates written statements about Company, any of its Affiliates, or may in the future relate. I am aware 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 signed Certification 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. Nonecompetition 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. 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 **filed with my personnel records maintained** 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. **_____ Type** 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 **or Print** 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 **Name A** 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 8.1 **Exhibit** 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. 11 (c) "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

ease 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]

15 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 6th 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 Signature Page to Employment Agreement THIS EMPLOYMENT AGREEMENT (this "Agreement") is made by and between CORE LABORATORIES INC. and Christopher S. Hill ("Executive").

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.

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.

(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. 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.

4. 5 Certain Excise Taxes. Notwithstanding anything to the contrary in this Agreement, if Executive is a "disqualified individual" (as defined in Section 280G (e) 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. 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. 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: 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 770407-11 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. (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. (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. (c) "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 (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"). (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). (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).

CORE LABORATORIES INC. By: /s/ Lawrence V. Bruno Lawrence V. Bruno Chief Executive Officer EXECUTIVE /s/ Christopher S. Hill Christopher S. Hill THIS EMPLOYMENT AGREEMENT (this "Agreement") is made by and between CORE LABORATORIES INC. and Gwendolyn Y. Gresham ("Executive").

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.

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. If to Company to: Core Laboratories Inc. 6316 Windfern Houston, Texas 77040 Attention: Chief Executive Officer If to Executive to: Gwendolyn Y. Gresham e/o 6316 Windfern Houston, Texas 77040 CORE LABORATORIES INC. By: /s/ Lawrence V. Bruno Lawrence V. Bruno Chief Executive Officer EXECUTIVE /s/ Gwendolyn Y. Gresham Gwendolyn Y. Gresham THIS EMPLOYMENT AGREEMENT (this "Agreement") is made by and between CORE LABORATORIES INC. and Mark D. Tattoli ("Executive").

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. If to Company to: Core Laboratories Inc. 6316 Windfern Houston, Texas 77040 Attention: Chief Executive Officer If to Executive to: Mark D. Tattoli e/o 6316 Windfern Houston, Texas 77040 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 6th 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 Exhibit 21.

1 Significant Subsidiaries of the Registrant at December 31, 2023 Name 2024 Name Legal Seat Ownership % 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. Exhibit 23. 1 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 14-12, 2024-2025, with respect to the consolidated financial statements of Core Laboratories Inc. and the effectiveness of internal control over financial reporting. 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 14-12, 2024-2025 By: / s / Lawrence Bruno Lawrence Bruno Chief Executive Officer Exhibit 31. 2 I, Christopher S. Hill, certify that: Date: February 14-12, 2024-2025 By: / s / Christopher S. Hill Christopher S. Hill Chief Financial Officer Exhibit 32. 1 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, 2023-2024, 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 14-12, 2024-2025 / s / Lawrence Bruno Name: Lawrence Bruno Title: Chief Executive Officer Exhibit 32. 2 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, 2023-2024, 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"). Date: February 14-12, 2024-2025 / s / Christopher S. Hill Name: Christopher S. Hill Title: Chief Financial Officer