U.S. Department of Justice

Criminal Division

White Collar & Corporate Enforcement Section *Washington, D.C. 20530*

November 19, 2026

Sandra Moser
Justin D. Weitz
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004

Adam Katz
Goldberg Segalla LLP
711 3rd Avenue, Suite 1900
New York, NY 10017

Re: Drillmec Inc.

Dear Ms. Moser:

1. The United States Department of Justice, Criminal Division, White Collar and Corporate Enforcement Section, and the United States Attorney's Office for the Southern District of Texas (together, the "Offices") and Drillmec Inc. (the "Company"), a corporation organized under the laws of and headquartered in Texas, pursuant to the authority granted by its Board of Directors, enter into this Non-Prosecution Agreement ("Agreement"). On the understandings specified below, the Offices will not criminally prosecute the Company or its corporate affiliate Drillmec S.p.A. for any crimes (except for criminal tax violations, as to which the Offices do not make any agreement) relating to any of the conduct described in the Statement of Facts attached hereto as Attachment A. To the extent there is conduct disclosed by the Company that is not set forth in the attached Statement of Facts, such conduct will not be exempt from prosecution and is not within the scope of or relevant to this Agreement. The Company's corporate affiliate Drillmec S.p.A. also agrees to certain terms and obligations of the Agreement as described below.

2. The Offices enter into this Non-Prosecution Agreement based on the individual facts and circumstances presented by this case and the Company, including:

   (a) the nature and seriousness of the offense conduct, as described in the Statement of Facts, including a multi-year bribery scheme to obtain business in Mexico;

(b) the Company did not receive voluntary disclosure credit because it did not voluntarily and timely disclose to the Offices the conduct described in the Statement of Facts attached hereto as Attachment A ("Statement of Facts");

(c) the Company's cooperation with the Offices' investigation and its remedial efforts;

(d) the Company has enhanced and has committed to continuing to enhance its compliance program and internal controls, including ensuring that its compliance program satisfies the minimum elements set forth in Attachment C to this Agreement;

(e) the Company has no criminal history;

(f) the Company and Drillmec S.p.A. have agreed to cooperate with the Offices as described in paragraph 6 below; and

(g) based on the state of the Company's compliance program and the Company's agreement to report to the Offices as set forth in Attachment D to this Agreement, the Offices determined that an independent compliance monitor is unnecessary.

3. Accordingly, after considering (a) through (g) in paragraph 2 above, the Offices have determined that the appropriate resolution of this case is a non-prosecution agreement with the Company; payment by the Company in the amount of a $5.5 million criminal monetary penalty; and for the Company to abide by the compliance reporting requirements described in Attachment D to this Agreement.

4. The Company admits, accepts, and acknowledges that it is responsible under United States law for the acts of its officers, directors, employees, and agents as set forth in the attached Statement of Facts attached hereto as Attachment A and incorporated by reference into this Agreement, and that the facts described in Attachment A are true and accurate. The Company also admits, accepts, and acknowledges that the facts described in Attachment A constitute a violation of law, specifically conspiracy to commit an offense against the United States, in violation of Title 18, United States Code, Section 371, that is, to violate the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, Title 15, United States Code, Section 78dd-2. The Company expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for the Company make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Company set forth above or the facts described in the Statement of Facts attached hereto as Attachment A. The Company shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Statement of Facts, provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts. The Company agrees that if it, its parent company, or any of its direct or indirect subsidiaries or affiliates issues a press release or holds any press conference in connection with this Agreement, the Company shall first consult the Offices to determine (a) whether the text of the release or proposed statements at the press

conference are true and accurate with respect to matters between the Offices and the Company; and (b) whether the Offices have any objection to the release.

5. The Company's and its corporate affiliate Drillmec S.p.A.'s obligations under this Agreement shall have a term of three (3) years (36 months) from the date on which the Agreement is executed (the "Term"). The Company and its corporate affiliate Drillmec S.p.A. agree, however, that, in the event the Offices determine, in their sole discretion, that the Company or its corporate affiliate Drillmec S.p.A. has knowingly violated any provision of this Agreement or has failed to completely perform or fulfill each of the Company's or its corporate affiliate Drillmec S.p.A.'s obligations under this Agreement, an extension or extensions of the Term may be imposed by the Offices, in their sole discretion, for up to a total additional time period of one (1) year, without prejudice to the Offices' right to proceed as provided in the breach provisions of this Agreement below. Any extension of the Agreement extends all terms of this Agreement, including the terms of the reporting requirement in Attachment D, for an equivalent period. Conversely, in the event the Offices find, in their sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the reporting requirement in Attachment D and that the other provisions of this Agreement have been satisfied, the Agreement may be terminated early.

6. The Company and its corporate affiliate Drillmec S.p.A. shall cooperate fully with the Offices in any and all matters relating to the conduct described in this Agreement and Attachment A and other conduct under investigation by the Offices or any other component of the Department of Justice at any time during the Term of this Agreement, subject to applicable law and regulations, until the later of the date upon which all investigations and prosecutions arising out of such conduct are concluded, or the Term. At the request of the Offices, the Company and Drillmec S.p.A. shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies, as well as the Multilateral Development Banks ("MDBs"), in any investigation of the Company, Drillmec S.p.A., or any of their present or former officers, directors, employees, agents, and consultants, or any other party, in any and all matters relating to the conduct described in this Agreement and Attachment A and other conduct under investigation by the Offices or any other component of the Department of Justice at any time during the Term. The Company and Drillmec S.p.A. agree that cooperation shall include, but not be limited to, the following:

   (a) The Company represents that it has timely and truthfully disclosed all factual information with respect to its activities, those of its affiliates, and those of its present and former directors, officers, employees, agents, and consultants relating to the conduct described in this Agreement and the attached Statement of Facts and other conduct under investigation by the Offices at any time about which the Company has any knowledge. The Company and Drillmec S.p.A. shall promptly and truthfully disclose all factual information with respect to their activities, and those of their present and former directors, officers, employees, agents, and consultants, about which the Company or Drillmec S.p.A. shall gain any knowledge or about which the Offices may inquire. This obligation of truthful disclosure

includes, but is not limited to, the obligation of the Company and Drillmec S.p.A. to provide to the Offices, upon request, any document, record or other tangible evidence about which the Offices may inquire of the Company or Drillmec S.p.A., including evidence that is responsive to any requests made prior to the execution of this Agreement.

(b) Upon request of the Offices, the Company and Drillmec S.p.A. shall designate knowledgeable employees, agents, or attorneys to provide to the Offices the information and materials described above on behalf of the Company and Drillmec S.p.A. It is further understood that the Company and Drillmec S.p.A. must at all times provide complete, truthful, and accurate information.

(c) The Company and Drillmec S.p.A. shall use their best efforts to make available for interviews or testimony, as requested by the Offices, present or former officers, directors, employees, agents, and consultants of the Company and Drillmec S.p.A. This obligation includes, but is not limited to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation shall include identification of witnesses who, to the knowledge of the Company or Drillmec S.p.A., may have material information regarding the matters under investigation.

(d) With respect to any information, testimony, documents, records, or other tangible evidence provided to the Offices pursuant to this Agreement, the Company and Drillmec S.p.A. consent to any and all disclosures, subject to applicable law and regulations, to other governmental authorities, including United States authorities and those of a foreign government, as well as MDBs, of such materials as the Offices, in their sole discretion, shall deem appropriate.

7. In addition, during the Term of the Agreement, should the Company learn of any evidence or allegation of conduct that may constitute a violation of the FCPA or the Foreign Extortion Prevention Act ("FEPA") had the conduct occurred within the jurisdiction of the United States, the Company shall promptly report such evidence or allegation to the Offices. No later than thirty (30) calendar days after the Term expires, the Company, by the Chief Executive Officer of the Company and the Chief Financial Officer of the Company, will certify to the Offices, in the form of executing the document attached as Attachment E to this Agreement, that the Company has met its disclosure obligations pursuant to this Agreement. Such certification will be deemed a material statement and representation by the Company to the executive branch of the United States for purposes of 18 U.S.C. §§ 1001 and 1519.

8. The Company represents that it has implemented and will continue to implement a compliance and ethics program that meets, at a minimum, the elements set forth in Attachment C, which is incorporated by reference into this Agreement. Such program must be designed to prevent and detect violations of the FCPA and other applicable anti-corruption laws throughout its operations, including those of its affiliates, agents, and joint ventures, and those of its contractors and subcontractors whose responsibilities include

interacting with foreign officials or other activities carrying a high risk of corruption. No later than thirty (30) calendar days after the Term expires, the Company, by its Chief Executive Officer and Chief Compliance Officer, will certify to the Offices, in the form of executing the document attached as Attachment F to this Agreement, that the Company has met its compliance obligations pursuant to this Agreement. Such certification will be deemed a material statement and representation by the Company to the executive branch of the United States for purposes of 18 U.S.C. §§ 1001 and 1519.

9. In order to address any deficiencies in its internal controls, policies, and procedures, the Company represents that it has undertaken, and will continue to undertake in the future, in a manner consistent with all of its obligations under this Agreement, a review of its existing internal controls, policies, and procedures regarding compliance with the FCPA and other applicable anti-corruption laws. Where necessary and appropriate, the Company agrees to modify its existing compliance program to ensure that it maintains a rigorous compliance program that incorporates relevant internal controls, as well as policies and procedures, designed to effectively detect and deter violations of the FCPA and other applicable anti-corruption laws. In addition, the Company agrees that it will report to the Offices during the Term of the Agreement regarding remediation and implementation of the compliance measures described in Attachment C. These reports will be prepared in accordance with Attachment D.

10. The Company agrees to pay a total criminal monetary penalty in the amount of $5.5 million to the United States Treasury. Due to the Company's financial condition and cashflow challenges, information about which the Company has shared with the Offices and has been reviewed by the Offices (with the assistance of a forensic accounting expert), the Company is unable to make the full payment at the time of the execution of the Agreement. Accordingly, the Offices and the Company agree that the Company will pay $615,000 no later than five (5) business days after the Agreement is fully executed, and three subsequent payments of $1,628,333.33 each within 30, 60, and 90 days from the full execution of the Agreement, such that the full criminal monetary penalty in the amount of $5.5 million is paid within 90 days of the full execution of the Agreement. The Company acknowledges that no tax deduction may be sought in connection with the payment of any part of this $5.5 million penalty. The Company shall not seek or accept directly or indirectly reimbursement or indemnification from any source with regard to the penalty amount that the Company pays pursuant to this Agreement or any other agreement entered into with an enforcement authority or regulator concerning the facts set forth in Attachment A.

11. The Offices agree, except as provided herein, that they will not bring any criminal or civil case against the Company, Drillmec S.p.A., or any of their present or former subsidiaries relating to any of the conduct described in the Statement of Facts, attached hereto as Attachment A. The Offices, however, may use any information related to the conduct described in the attached Statement of Facts against the Company or Drillmec S.p.A.: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code. This Agreement does not provide any protection against

prosecution for any future conduct by the Company or Drillmec S.p.A. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Company, Drillmec S.p.A., or any of their present or former parents or subsidiaries.

12. If, during the Term of this Agreement, (a) the Company commits any felony under U.S. federal law; (b) the Company or Drillmec S.p.A. provide in connection with this Agreement deliberately false, incomplete, or misleading information, including in connection with its disclosure of information about individual culpability; (c) the Company or Drillmec S.p.A. fails to cooperate as set forth in this Agreement; (d) the Company fails to implement a compliance program as set forth in this Agreement and Attachment C; (e) the Company commits any acts that, had they occurred within the jurisdictional reach of the FCPA, would be a violation of the FCPA; or (f) the Company or Drillmec S.p.A. otherwise fails specifically to perform or to fulfill completely each of their obligations under the Agreement, regardless of whether the Offices become aware of such a breach after the Term of the Agreement is complete, the Company or Drillmec S.p.A. shall thereafter be subject to prosecution for any federal criminal violation of which the Offices have knowledge, including, but not limited to, the conduct described in the attached Statement of Facts, which may be pursued by the Offices in the U.S. District Court for the Southern District of Texas or any other appropriate venue. Determination of whether the Company or Drillmec S.p.A. has breached the Agreement and whether to pursue prosecution of the Company or Drillmec S.p.A. shall be in the Offices' sole discretion. Any such prosecution may be premised on information provided by the Company or its personnel or Drillmec S.p.A. or its personnel. Any such prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Offices prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against the Company or Drillmec S.p.A., notwithstanding the expiration of the statute of limitations, between the signing of this Agreement and the expiration of the Term plus one year. Thus, by signing this Agreement, the Company and Drillmec S.p.A. agree that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term plus one year. In addition, the Company and Drillmec S.p.A. agree that the statute of limitations as to any violation of federal law that occurs during the Term will be tolled from the date upon which the violation occurs until the earlier of the date upon which the Offices are made aware of the violation or the duration of the Term plus five years, and that this period shall be excluded from any calculation of time for purposes of the application of the statute of limitations.

13. In the event the Offices determine that the Company or Drillmec S.p.A. has breached this Agreement, the Offices agree to provide the Company or Drillmec S.p.A. with written notice prior to instituting any prosecution resulting from such breach. Within thirty (30) calendar days of receipt of such notice, the Company or Drillmec S.p.A. shall have the opportunity to respond to the Offices in writing to explain the nature and circumstances of the breach, as well as the actions the Company or Drillmec S.p.A. has taken to address and

remediate the situation, which the Offices shall consider in determining whether to pursue prosecution of the Company or Drillmec S.p.A.

14. In the event that the Offices determine that the Company or Drillmec S.p.A. has breached this Agreement: (a) all statements made by or on behalf of the Company or Drillmec S.p.A to the Offices or to the Court, including the attached Statement of Facts, and any testimony given by the Company or Drillmec S.p.A. before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the Offices against the Company or Drillmec S.p.A.; and (b) the Company and Drillmec S.p.A. shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that any such statements or testimony made by or on behalf of the Company or Drillmec S.p.A. prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of, the Company or Drillmec S.p.A., will be imputed to the Company or Drillmec S.p.A. for the purpose of determining whether the Company or Drillmec S.p.A. has violated any provision of this Agreement shall be in the sole discretion of the Offices.

15. Except as may otherwise be agreed by the parties hereto in connection with a particular transaction, the Company and Drillmec S.p.A. agree that in the event that, during the Term of the Agreement, they undertake any change in corporate form, including if they sell, merge, or transfer business operations that are material to the Company's consolidated operations, or to the operations of any subsidiaries or affiliates of the Company or Drillmec S.p.A. involved in the conduct described in the Statement of Facts, as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, transfer, or other change in corporate form, they shall include in any contract for sale, merger, transfer, or other change in corporate form a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement.

16. Any purchaser or successor in interest must also agree in writing that the Offices' ability to determine a breach under this Agreement is applicable in full force to that entity. The Company shall provide notice to the Offices at least thirty (30) calendar days prior to undertaking any such sale, merger, transfer, or other change in corporate form. The Offices shall notify the Company prior to such transaction (or series of transactions) if they determine that the transaction(s) will have the effect of circumventing or frustrating the enforcement purposes of this Agreement. If at any time during the Term of the Agreement the Company engages in a transaction(s) that has the effect of circumventing or frustrating the enforcement purposes of this Agreement, the Offices may deem it a breach of this Agreement pursuant to the breach provisions of this Agreement. Nothing herein shall restrict the Company from indemnifying (or otherwise holding harmless) the purchaser or successor in interest for penalties or other costs arising from any conduct that may have occurred prior to the date of the transaction, so long as such indemnification does not have

the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined by the Offices.

17. This Agreement is binding on the Company, its corporate affiliate Drillmec S.p.A., and the Offices but specifically does not bind any other component of the Department of Justice, other federal agencies, or any state, local, or foreign law enforcement or regulatory agencies, or any other authorities, although the Offices will bring the cooperation of the Company, Drillmec S.p.A., and their compliance with its other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company or Drillmec S.p.A.. This Agreement does not provide any protection against prosecution for any future conduct by the Company, Drillmec S.p.A., or any of their present or former parents or subsidiaries.

18. It is further understood that the Company, Drillmec S.p.A., and the Offices may disclose this Agreement to the public.

19. This Agreement sets forth all the terms of the agreement between the Company and Drillmec S.p.A. and the Offices. No amendments, modifications or additions to this Agreement shall be valid unless they are in writing and signed by the Offices, the attorneys for the Company or Drillmec S.p.A., and a duly authorized representative of the Company or Drillmec S.p.A..

Sincerely,

Lorinda I. Laryea
Chief, White Collar and Corporate Enforcement Section
Criminal Division
United States Department of Justice

Date: 11/20/2026 BY: _____

Derek J. Ettinger
Assistant Chief, FCPA Unit

Aaron F. Reitz
United States Attorney
Southern District of Texas

Date: 11/20/2026 BY: _____

Brad Gray
Assistant United States Attorney

AGREED AND CONSENTED TO:

Drillmec Inc. and Drillmec S.p.A.

Date: 19/11/26 BY: Mayank Kumar

Mayank Kumar
Chief Legal Officer
Drillmec Inc.

Date: 19/11/26 BY: Mayank Kumar
CHIEF LEGAL OFFICER

Drillmec S.p.A.

Date: 11-19-2026 BY:

Sandra Moser
Justin D. Weitz
Morgan, Lewis & Bockius LLP

Adam Katz
Goldberg Segalla LLP

ATTACHMENT A

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the non-prosecution agreement (the "Agreement") between the United States Department of Justice, Criminal Division, White Collar and Corporate Enforcement Section and the United States Attorney's Office for the Southern District of Texas (the "Offices") and Drillmec Inc. Certain of the facts herein are based on information obtained from third parties by the United States through its investigation and described to Drillmec Inc. Drillmec Inc. hereby agrees and stipulates that the following information is true and accurate. Drillmec Inc. admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below:

Relevant Entities and Individuals

1. Petróleos Mexicanos ("PEMEX") was the state-owned oil company of Mexico. PEMEX Exploración y Producción ("PEP") was PEMEX's wholly owned exploration and production subsidiary. PEMEX and its wholly owned subsidiaries, including PEP, were "instrumentalities" of a foreign government, and officers and employees of PEMEX and its wholly owned subsidiaries, including PEP, were "foreign officials," as those terms are used in the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Section 78dd-2(h)(2)(A).

2. Drillmec Inc. was at all times relevant to the conduct described in this Statement of Facts an oil and gas drilling equipment company based and incorporated in Texas. Drillmec Inc. supplied equipment to PEMEX/PEP, among other customers. Drillmec Inc. was a "domestic concern" as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1).

3. Diego Bergonzi ("Bergonzi") was a dual citizen of the United States and Italy and a resident of the Southern District of Texas. At all relevant times, Bergonzi was employed as Vice

President of Sales at Drillmec Inc. His responsibilities included, among other things, obtaining and executing business for Drillmec Inc. with PEMEX/PEP. Bergonzi was a "domestic concern" and an "officer," "employee," and "agent" of a "domestic concern," as those terms are used in the FCPA, Title 15, United States Code, Sections 78dd-2(a) and 78dd-2(h)(1).

4. "Foreign Official," an individual whose identity is known to the Offices and Drillmec Inc., was a senior executive at PEP from at least in or around December 2018 until at least in or around February 2021. Foreign Official was a "foreign official" as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2)(A).

The Bribery Scheme

5. In or around 2019, Drillmec Inc. and PEMEX/PEP began discussing a potential sale of drilling rigs to PEMEX/PEP. In or around early 2020, Bergonzi and others presented a proposal to Foreign Official and others at PEMEX/PEP for the sale of drilling rigs from Drillmec Inc. to PEMEX/PEP. In or around 2020 and 2021, PEMEX/PEP solicited and considered proposals from companies other than Drillmec Inc. for the sale of drilling rigs. In or around December 2021, Drillmec Inc. and PEMEX/PEP executed an agreement whereby PEMEX/PEP would purchase drilling rigs for over $500 million from Drillmec Inc. ("December 2021 Contract").

6. Bergonzi and his co-conspirators (including senior leadership at Drillmec Inc.) agreed and offered to pay millions of dollars in bribes to Foreign Official in order to obtain or retain business for Drillmec Inc. with PEMEX/PEP (i.e., the December 2021 Contract). Bergonzi and his co-conspirators agreed to bribe Foreign Official with the expectation that, in exchange for the bribes: (a) Foreign Official would help ensure that PEMEX/PEP awarded Drillmec Inc. the December 2021 Contract; and (b) once PEMEX/PEP awarded the December 2021 Contract to

Drillmec Inc., Foreign Official would exercise influence over others within PEMEX/PEP to secure payments from PEMEX/PEP to Drillmec Inc. under the December 2021 Contract.

7. Bergonzi and his co-conspirators agreed that Drillmec Inc. would make the bribe payments to Foreign Official by transferring money to Intermediary Company-1, a Mexican company hired and paid by Drillmec Inc. and that performed work as a subcontractor for the December 2021 Contract. Bergonzi and his co-conspirators agreed that Intermediary Company-1 would then provide the bribes to Foreign Official.

8. Bergonzi communicated with his co-conspirators—including other Drillmec Inc. employees, and individuals engaged by Drillmec Inc. to assist with obtaining and executing the December 2021 Contract—regarding the bribe scheme through WhatsApp, an electronic messaging application used on mobile devices.

ATTACHMENT B-1

CERTIFICATE OF BOARD APPROVAL FOR DRILLMEC INC.

WHEREAS, Drillmec Inc. (the "Company") has been engaged in discussions with the United States Department of Justice, Criminal Division, White Collar and Corporate Enforcement Section and the United States Attorney's Office for the Southern District of Texas (collectively, the "Offices") in relation to conduct described in the Statement of Facts in Attachment A; and

WHEREAS, in order to resolve such discussions, it is proposed that the Company enter into a certain agreement with the Offices; and

WHEREAS, the Company's Chief Legal Officer, Mayank Kumar, together with outside counsel for the Company, have advised the Board of Directors of the Company of its rights, possible defenses, the Sentencing Guidelines' provisions, and the consequences of entering into such agreement with the Offices;

Therefore, the Board of Directors has APPROVED that:

1. The Company (a) enters into this non-prosecution agreement ("Agreement") with the Offices; and (b) agrees to accept a total criminal monetary penalty against the Company of $5,500,000 which will be paid to the United States Treasury, and to pay such penalty in accordance with terms set forth in the Agreement and with respect to the conduct described in the Statement of Facts in Attachment A in the manner described in the Agreement;

2. The Company accepts the terms and conditions of this Agreement, including, but not limited to, (a) a knowing waiver for purposes of this Agreement and any charges by the United States arising out of the conduct described in the attached Statement of Facts of any objection with respect to venue in the United States District Court for the Southern District of Texas; and (b) a knowing waiver of any defenses based on the statute of limitations for any prosecution relating to

the conduct described in the attached Statement of Facts or relating to conduct known to the Offices prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement;

3. The Chief Legal Officer of the Company, Mayank Kumar, is authorized, empowered, and directed, on behalf of the Company to execute the Agreement substantially in such form as reviewed by the Board of Directors at a meeting held on NOVEMBER 18, 2026, with such changes as the Chief Legal Officer of the Company, Mayank Kumar, may approve;

4. The Chief Legal Officer of the Company, Mayank Kumar, is authorized, empowered, and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms, or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing approval; and

5. All of the actions of the Chief Legal Officer of the Company, Mayank Kumar, which actions were authorized by the approval, are severally ratified, confirmed, approved, and adopted as actions on behalf of the Company.

Date: 19/11/2026

By: _____

Chief financial Officer (CFO)

Drillmec Inc.

ATTACHMENT B-2

CERTIFICATE OF BOARD APPROVAL FOR DRILLMEC S.p.A.

WHEREAS, Drillmec S.p.A. has been engaged in discussions with the United States Department of Justice, Criminal Division, White Collar and Corporate Enforcement Section and the United States Attorney's Office for the Southern District of Texas (collectively, the "Offices") in relation to conduct described in the Statement of Facts in Attachment A; and

WHEREAS, in order to resolve such discussions, it is proposed that Drillmec S.p.A. agrees to certain terms and obligations of a non-prosecution agreement between Drillmec Inc. (the "Company") and the Offices; and

WHEREAS, the Drillmec S.p.A.'s Chief Legal Officer, MAYANK KUMAR, together with outside counsel for Drillmec S.p.A., have advised the Board of Directors of Drillmec S.p.A. of its rights, possible defenses, the Sentencing Guidelines' provisions, and the consequences of entering to such terms and obligations of the non-prosecution agreement between the Company and the Offices;

Therefore, the Board of Directors has APPROVED that:

1. Drillmec S.p.A. (a) acknowledges that the Company is entering into a non-prosecution agreement ("Agreement") with the Offices; and (b) undertakes certain obligations under the Agreement between the Company and the Offices;

2. Drillmec S.p.A. accepts the terms and conditions of this Agreement, including, but not limited to, (a) a knowing waiver for purposes of this Agreement and any charges by the United States arising out of the conduct described in the attached Statement of Facts of any objection with respect to venue in the United States District Court for the Southern District of Texas; and (b) a knowing waiver of any defenses based on the statute of limitations for any prosecution relating to

the conduct described in the attached Statement of Facts or relating to conduct known to the Offices prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement;

3. The Chief Legal Officer of Drillmec S.p.A., MAYANK KUMAR, is authorized, empowered, and directed, on behalf of Drillmec S.p.A. to execute the Agreement substantially in such form as reviewed by the Board of Directors at a meeting held on NOVEMBER 17, 2026, with such changes as the Chief Legal Officer of Drillmec S.p.A., MAYANK KUMAR, may approve;

4. The Chief Legal Officer of Drillmec S.p.A., MAYANK KUMAR, is authorized, empowered, and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms, or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing approval; and

5. All of the actions of the Chief Legal Officer of Drillmec S.p.A., MAYANK KUMAR, which actions were authorized by the approval, are severally ratified, confirmed, approved, and adopted as actions on behalf of Drillmec S.p.A..

Date: 19/11/2026

By: _____
Chief Financial Officer (CFO)
Drillmec S.p.A.

ATTACHMENT C

CORPORATE COMPLIANCE PROGRAM

In order to address any deficiencies in its internal controls, compliance code, policies, and procedures regarding compliance with the Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. §§ 78dd-1, *et seq.*, and other applicable anti-corruption laws, Drillmec Inc. (the "Company") agrees to continue to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of its existing internal controls, policies, and procedures.

Where necessary and appropriate, the Company agrees to modify its compliance program, including internal controls, compliance policies, and procedures in order to ensure that it maintains: (a) an effective system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance program that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations of the FCPA and other applicable anti-corruption laws. At a minimum, this should include, but not be limited to, the following elements to the extent they are not already part of the Company's existing internal controls, compliance code, policies, and procedures:

Commitment to Compliance

1. The Company will ensure that its directors and senior management provide strong, explicit, and visible support and commitment to compliance with its corporate policy against violations of the anti-corruption laws, its compliance policies, and its Code of Conduct, and demonstrate rigorous support for compliance principles via their actions and words.

2. The Company will ensure that mid-level management throughout its organization reinforce leadership's commitment to compliance policies and principles and encourage employees to abide by them. The Company will create and foster a culture of ethics and compliance with the law in their day-to-day operations at all levels of the Company.

Periodic Risk Assessment and Review

3. The Company will implement a risk management process to identify, analyze, and address the individual circumstances of the Company, in particular the foreign bribery risks facing the Company.

4. On the basis of its periodic risk assessment, the Company shall take appropriate steps to design, implement, or modify each element of its compliance program to reduce the risk of violations of the anti-corruption laws, its compliance policies, and its Code of Conduct.

Policies and Procedures

5. The Company will develop and promulgate a clearly articulated and visible corporate policy against violations of the FCPA and other applicable anti-corruption laws (collectively, the "anti-corruption laws,"), which shall be memorialized in a written compliance policy or policies.

6. The Company will develop and promulgate compliance policies and procedures designed to reduce the prospect of violations of the anti-corruption laws and the Company's compliance policies and Code of Conduct, and the Company will take appropriate measures to encourage and support the observance of ethics and compliance policies and procedures against violation of the anti-corruption laws by personnel at all levels of the Company. These anti-corruption policies and procedures shall apply to all directors, officers, and employees and, where

necessary and appropriate, outside parties acting on behalf of the Company in a foreign jurisdiction, including all agents and business partners. The Company shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of the company. Such policies and procedures shall address:

a. gifts;

b. hospitality, entertainment, and expenses;

c. customer travel;

d. political contributions;

e. charitable donations and sponsorships;

f. facilitation payments; and

g. solicitation and extortion.

7. The Company will ensure that it has a system of financial and accounting procedures, including a system of internal controls, reasonably designed to ensure the maintenance of fair and accurate books, records, and accounts. This system should be designed to provide reasonable assurances that:

a. transactions are executed in accordance with management's general or specific authorization;

b. transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and to maintain accountability for assets;

c. access to assets is permitted only in accordance with management's general or specific authorization; and

d. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

8. The Company shall review its anti-corruption compliance policies and procedures as necessary to address changing and emerging risks and update them as appropriate to ensure their continued effectiveness, taking into account relevant developments in the field and evolving international and industry standards.

Independent, Autonomous, and Empowered Oversight

9. The Company will assign responsibility to one or more senior corporate executives of the Company for the implementation and oversight of the Company's anti-corruption compliance policies and procedures. Such corporate official(s) shall have the authority to report directly to independent monitoring bodies, including internal audit, the Company's Board of Directors, or any appropriate committee of the Company's Board of Directors, and shall have an adequate level of autonomy from management as well as sufficient resources, authority, and support from senior leadership to maintain such autonomy.

Training and Guidance

10. Company will implement mechanisms designed to ensure that its Code of Conduct and anti-corruption compliance policies and procedures are effectively communicated to all directors, officers, employees, and, where necessary and appropriate, agents and business partners. These mechanisms shall include: (a) periodic training for all directors and officers, all employees in positions of leadership or trust, positions that require such training (e.g., internal audit, sales, legal, compliance, finance), or positions that otherwise pose a corruption risk to the Company, and, where necessary and appropriate, agents and business partners; and (b) metrics for measuring

knowledge retention and effectiveness of the training. The Company will conduct training in a manner tailored to the audience's size, sophistication, or subject matter expertise and, where appropriate, will discuss prior compliance incidents.

11. The Company will maintain, or where necessary establish, an effective system for providing guidance and advice to directors, officers, employees, and, where necessary and appropriate, agents and business partners, on complying with the Company's anti-corruption compliance policies and procedures, including when they need advice on an urgent basis or in any foreign jurisdiction in which the Company operates.

Confidential Reporting Structure and Investigation of Misconduct

12. The Company will maintain, or where necessary establish, an effective system for internal and, where possible, confidential reporting by, and protection of, directors, officers, employees, and, where appropriate, agents and business partners concerning violations of the Company's Code of Conduct or anti-corruption compliance policies and procedures and protection of directors, officers, employees, and, where appropriate, agents and business partners who make such reports.

13. The Company will maintain, or where necessary establish, an effective and reliable process with sufficient resources for responding to, investigating, and documenting allegations of violations of the anti-corruption laws or the Company's anti-corruption compliance policies and procedures.

Compensation Structures and Consequence Management

14. The Company will implement clear mechanisms amongst all directors, officers, employees, and, where necessary and appropriate, parties acting on behalf of the Company, to

incentivize behavior that complies with the Company's corporate policy against violations of the anti-corruption laws, its compliance policies, and its Code of Conduct. These incentives shall include, but shall not be limited to, the implementation of criteria related to compliance in the Company's compensation and bonus system.

15. The Company will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and the Company's Code of Conduct and anti-corruption compliance policies and procedures by the Company's directors, officers, and employees. Such procedures should be applied consistently and fairly, regardless of the position held by, or perceived importance of, the director, officer, or employee. The Company shall implement procedures to ensure that where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing the internal controls, Code of Conduct, and compliance policies and procedures and making modifications necessary to ensure the overall anti-corruption compliance program is effective.

Third-Party Management

16. The Company will institute appropriate risk-based due diligence and compliance requirements pertaining to the retention and oversight of all agents and business partners, including:

a. properly documented due diligence pertaining to the hiring and appropriate and regular oversight of agents and business partners;

b. informing agents and business partners of the Company's commitment to abiding by anti-corruption laws, and of the Company's Code of Conduct and anti-corruption compliance policies and procedures; and

c. seeking a reciprocal commitment from agents and business partners.

17. The Company will understand and record the business rationale for using a third party in a transaction, and will conduct adequate due diligence with respect to the risks posed by a third-party partner such as a third-party partner's reputations and relationships, if any, with foreign officials. The Company will ensure that contract terms with third parties specifically describe the services to be performed, that the third party is actually performing the described work, and that its compensation is commensurate with the work being provided in that industry and geographical region. The Company will engage in ongoing monitoring and risk management of third-party relationships through updated due diligence, training, audits, and/or annual compliance certifications by the third party.

18. Where necessary and appropriate, the Company will include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are reasonably calculated to prevent violations of the anti-corruption laws, which may, depending upon the circumstances, include: (a) anti-corruption representations and undertakings relating to compliance with the anti-corruption laws; (b) rights to conduct audits of the books and records of the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of the anti-corruption laws, the Company's Code of Conduct or compliance policies, or procedures, or the representations and undertakings related to such matters.

Mergers and Acquisitions

19. The Company will develop and implement policies and procedures for mergers and acquisitions requiring that the Company conduct appropriate risk-based due diligence on potential new business entities, including appropriate FCPA and anti-corruption due diligence by legal, accounting, and compliance personnel.

20. The Company will ensure that the Company's Code of Conduct and compliance policies and procedures regarding the anti-corruption laws apply as quickly as is practicable to newly acquired businesses or entities merged with the Company and will promptly:

a. train the directors, officers, employees, agents, and business partners consistent with Paragraph 10 above on the anti-corruption laws and the Company's compliance policies and procedures regarding anti-corruption laws;

b. where warranted, conduct an FCPA-specific audit of all newly acquired or merged businesses as quickly as practicable;

c. where warranted, establish a plan to integrate the acquired businesses or entities into the Company's enterprise resource planning systems as quickly as practicable.

Monitoring and Testing

21. The Company will conduct periodic reviews and testing of all elements of its compliance program to evaluate and improve their effectiveness in preventing and detecting violations of anti-corruption laws and the Company's Code of Conduct and anti-corruption compliance policies and procedures, taking into account relevant developments in the field and evolving international and industry standards.

22. The Company will ensure that compliance and control personnel have sufficient direct or indirect access to relevant sources of data to allow for timely and effective monitoring and/or testing of transactions.

Analysis and Remediation of Misconduct

23. The Company will conduct a root cause analysis of misconduct, including prior misconduct, to identify any systemic issues and/or any control failures. The Company will timely and appropriately remediate the root causes of misconduct. The Company will ensure that root causes, including systemic issues and controls failures, and relevant remediation are shared with management as appropriate.

ATTACHMENT D

COMPLIANCE REPORTING REQUIREMENTS

Drillmec Inc. (the "Company") agrees that it will report to the United States Department of Justice, Criminal Division, White Collar and Corporate Enforcement Section, and the U.S. Attorney's Office for the Southern District of Texas (the "Offices") periodically.

During the Term, the Company shall review, test, and update its compliance program and internal controls, policies, and procedures described in Attachment C. The Company shall be required to: (i) conduct an initial ("first") review and submit a first report and (ii) conduct and prepare at least two follow-up reviews and reports, as described below. Prior to conducting each review, the Company shall be required to prepare and submit a workplan for the review.

In conducting the reviews, the Company shall undertake the following activities, among others: (a) inspection of relevant documents, including the Company's current policies, procedures, and training materials concerning compliance with the Foreign Corrupt Practices Act ("FCPA") and other applicable anti-corruption laws; (b) inspection and testing of the Company's systems procedures, and internal controls, including record-keeping and internal audit procedures at sample sites; (c) meetings with, and interviews of, relevant current and, where appropriate, former directors, officers, employees, business partners, agents, and other persons; and (d) analyses, studies, and comprehensive testing of the Company's compliance program.

Written Work Plans, Reviews and Reports

1. The Company shall conduct a first review and prepare a first report, followed by at least two follow-up reviews and reports.

2. Within sixty (60) calendar days of the date this Agreement is executed, the Company shall, after consultation with the Offices, prepare and submit a written work plan to

address the Company's first review. The Offices shall have thirty (30) calendar days after receipt of the written work plan to provide comments.

3. With respect to each follow-up review and report, after consultation with the Offices, the Company shall prepare a written work plan within forty-five (45) calendar days of the submission of the prior report, and the Offices shall provide comments within thirty (30) calendar days after receipt of the written work plan.

4. All written work plans shall identify with reasonable specificity the activities the Company plans to undertake to review and test each element of its compliance program, as described in Attachment C.

5. Any disputes between the Company and the Offices with respect to any written work plan shall be decided by the Offices in their sole discretion.

6. No later than one year from the date this Agreement is executed, the Company shall submit to the Offices a written report setting forth: (1) a complete description of its remediation efforts to date; (2) a complete description of the testing conducted to evaluate the effectiveness of the compliance program and the results of that testing; and (3) its proposals to ensure that its compliance program is reasonably designed, implemented, and enforced so that the program is effective in deterring and detecting violations of the FCPA and other applicable anti-corruption laws. The report shall be transmitted to:

Deputy Chief – FCPA Unit
Deputy Chief – CEC Unit
Criminal Division, White Collar and Corporate Enforcement Section
United States Department of Justice
1400 New York Avenue N.W.
Washington, D.C. 20005

Deputy Chief - Fraud Section
U.S. Attorney's Office for the Southern District of Texas
1000 Louisiana, Suite 2300
Houston, TX 77002

The Company may extend the time period for issuance of the first report with prior written approval of the Offices.

Follow-up Reviews and Reports

7. The Company shall undertake at least two follow-up reviews and reports, incorporating the views of the Offices on the Company's prior reviews and reports, to further monitor and assess whether the Company's compliance program is reasonably designed, implemented, and enforced so that it is effective at deterring and detecting violations of the FCPA and other applicable anti-corruption laws.

8. The first follow-up ("second") review and report shall be completed by no later than one year after the first report is submitted to the Offices

9. The second follow-up ("third") report shall include a plan for ongoing improvement, testing, and review of the compliance program to ensure the sustainability of the program. The third report shall be completed and delivered to the Offices no later than thirty (30) days before the end of the Term.

10. The Company may extend the time period for submission of any of the follow-up reports with prior written approval of the Offices.

Confidentiality of Submissions

11. Submissions by the Company, including the work plans and reports, will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the submissions could discourage cooperation, impede pending or potential government investigations and thus undermine the objectives of the reporting requirement. For these reasons, among others, the submissions and the contents thereof are intended to remain and shall remain non-public, except as otherwise agreed to by the parties in writing, or except to the extent the Offices determine in their sole discretion that disclosure would be in furtherance of the Offices' discharge of their duties and responsibilities or is otherwise required by law.

ATTACHMENT E

CERTIFICATION

To: United States Department of Justice
Criminal Division, White Collar and Corporate Enforcement Section
Attention: Chief of the White Collar and Corporate Enforcement Section

United States Attorney's Office
Southern District of Texas
Attention: United States Attorney

Re: Non-Prosecution Agreement Disclosure Certification

The undersigned certify, pursuant to Paragraph 7 of the Non-Prosecution Agreement ("the Agreement") entered into on November 19, 2026, by and between the United States Department of Justice, Criminal Division, White Collar and Corporate Enforcement Section, and the United States Attorney's Office for the Southern District of Texas (collectively, the "Offices") and Drillmec Inc. (the "Company"), that undersigned are aware of the Company's disclosure obligations under Paragraph 7 of the Agreement, and that the Company has disclosed to the Offices any and all evidence or allegations of conduct required pursuant to Paragraph 7 of the Agreement, which includes evidence or allegations of any violation of the Foreign Corrupt Practices Act ("FCPA") or the U.S. Foreign Extortion Prevention Act ("FEPA"), committed by the Company's employees or agents ("Disclosable Information"). This obligation to disclose information extends to any and all Disclosable Information that has been identified through the Company's compliance and controls program, whistleblower channel, internal audit reports, due diligence procedures, investigation process, or other processes. The undersigned further acknowledge and agree that the reporting requirements contained in Paragraph 7 and the representations contained in this certification constitute a significant and important component of the Agreement and of the Offices' determination whether the Company has satisfied its obligations under the Agreement.

The undersigned hereby certify that they are the Chief Executive Officer and the Chief Financial Officer of the Company, respectively, and that each has been duly authorized by the Company to sign this Certification on behalf of the Company.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the Southern District of Texas. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the Southern District of Texas.

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Executive Officer
Drillmec Inc.

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Financial Officer
Drillmec Inc.

ATTACHMENT F

COMPLIANCE CERTIFICATION

To: United States Department of Justice
Criminal Division, White Collar and Corporate Enforcement Section
Attention: Chief of the White Collar and Corporate Enforcement Section

United States Attorney's Office
Southern District of Texas
Attention: United States Attorney

Re: Non-Prosecution Agreement Disclosure Certification

The undersigned certify, pursuant to Paragraph 8 of the Non-Prosecution Agreement entered into on November 19, 2026, by and between the Department of Justice, Criminal Division, White Collar and Corporate Enforcement Section and the United States Attorney's Office for the Southern District of Texas (the "Offices") and Drillmec Inc. (the "Company") (the "Agreement"), that the undersigned are aware of the Company's compliance obligations under Paragraphs 8 and 9 of the Agreement, and that, based on a review of the Company's reports submitted to the Offices pursuant to Paragraph 9 of the Agreement, the reports are true, accurate, and complete.

In addition, the undersigned certify that, based on the undersigned's review and understanding of the Company's anti-corruption compliance program, the Company has implemented an anti-corruption compliance program that meets the requirements set forth in Attachment C to the Agreement. The undersigned certifies that such compliance program is reasonably designed to detect and prevent violations of the anti-corruption laws throughout the Company's operations.

The undersigned hereby certify that they are respectively the Chief Executive Officer ("CEO") of the Company and the Chief Compliance Officer ("CCO") of the Company and that each has been duly authorized by the Company to sign this Certification on behalf of the Company.

This Certification shall constitute a material statement and representation by the

undersigned and by, on behalf of, and for the benefit of, the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the Southern District of Texas. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the Southern District of Texas.

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Executive Officer
Drillmec Inc.

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Compliance Officer
Drillmec Inc.