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CNOOC Limited
(中國海洋石油有限公司)

(Incorporated in Hong Kong with limited liability under the Companies Ordinance)

Stock Codes: 00883 (HKD Counter) and 80883 (RMB Counter)

PROPOSED AMENDMENTS TO THE ARTICLES OF ASSOCIATION

This announcement is made pursuant to Rule 13.51(1) of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Hong Kong Listing Rules**”).

The board of directors (the “**Board**”) of CNOOC Limited (the “**Company**”) is pleased to propose:

- (a) certain amendments (the “**Proposed Amendments**”) to the current articles of association of the Company (the “**Articles of Association**”) for the purpose of, to the extent permitted by the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), (i) implementing the amendments made to the Hong Kong Listing Rules in respect of the electronic dissemination of corporate communications by listed issuers (effective from 31 December 2023); (ii) adding the methods available to the Company for holding a general meeting, such that the Company can hold a general meeting with the use of virtual meeting technology; and (iii) making other minor amendments; and
- (b) the adoption of the amended Articles of Association (the “**Amended Articles of Association**”) reflecting all of the Proposed Amendments in substitution for and to the exclusion of the Articles of Association.

The Proposed Amendments are set out as follows:

Article number	Provision of the Current Articles of Association	Provision of the Amended Articles of Association (with marks)	Provision of the Amended Articles of Association (clean)
2	(a) In these Articles save where the	(a) In these Articles save where the context	(a) In these Articles save where the context

Article number	Provision of the Current Articles of Association	Provision of the Amended Articles of Association (with marks)	Provision of the Amended Articles of Association (clean)
	<p>context otherwise requires:</p> <p>...</p> <p><i>Clearing House</i> shall mean a recognised clearing house within the meaning of section 2 of the Securities and Futures (Clearing House) Ordinance (Chapter 420 of the Laws of Hong Kong) or section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as amended from time to time, or a clearing house recognised by the laws of the jurisdiction in which the shares of the Company are listed or quoted on a stock exchange of such jurisdiction;</p> <p>...</p>	<p>otherwise requires:</p> <p>...</p> <p><i>Clearing House</i> shall mean a recognised clearing house within the meaning of section 2 of the Securities and Futures (Clearing House) Ordinance (Chapter 420 of the Laws of Hong Kong) or section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as amended from time to time, or a clearing house recognised by the laws of the jurisdiction in which the shares of the Company are listed or quoted on a stock exchange of such jurisdiction;</p> <p>...</p>	<p>otherwise requires:</p> <p>...</p> <p><i>Clearing House</i> shall mean a recognised clearing house within the meaning of section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as amended from time to time, or a clearing house recognised by the laws of the jurisdiction in which the shares of the Company are listed or quoted on a stock exchange of such jurisdiction;</p> <p>...</p>
62	<p>The Company shall in each financial year hold a general meeting as its annual general meeting within the period specified in the Ordinance in addition to any general meeting in that financial year. The annual general meeting shall be held at such time and place as may be determined by the Directors,</p>	<p>The Company shall in each financial year hold a general meeting as its annual general meeting within the period specified in the Ordinance in addition to any general meeting in that financial year. The annual general meeting shall be held at such time and place as may be determined by the Directors, subject to the</p>	<p>The Company shall in each financial year hold a general meeting as its annual general meeting within the period specified in the Ordinance in addition to any general meeting in that financial year. General meetings include other general meetings that are not annual general meetings. A general meeting shall</p>

Article number	Provision of the Current Articles of Association	Provision of the Amended Articles of Association (with marks)	Provision of the Amended Articles of Association (clean)
	<p>subject to the provisions of these Articles. General meetings include other general meetings that are not annual general meetings.</p>	<p>provisions of these Articles. General meetings include other general meetings that are not annual general meetings. <u>A general meeting shall be held using such method, at such time and place as may be determined by the Directors, subject to the applicable laws, regulations and regulatory documents, and the provisions of these Articles. A general meeting may be held at one or more physical venue(s), using virtual meeting technology, or simultaneously at one or more physical venue(s) and using virtual meeting technology. If a general meeting is held at two or more physical venues, appropriate technology shall be used such that members of the Company who are not together at the same physical venue are able to listen, speak and vote at the meeting.</u></p>	<p>be held using such method, at such time and place as may be determined by the Directors, subject to the applicable laws, regulations and regulatory documents, and the provisions of these Articles. A general meeting may be held at one or more physical venue(s), using virtual meeting technology, or simultaneously at one or more physical venue(s) and using virtual meeting technology. If a general meeting is held at two or more physical venues, appropriate technology shall be used such that members of the Company who are not together at the same physical venue are able to listen, speak and vote at the meeting.</p>
65	<p>An annual general meeting shall be called by not less than twenty-one days' notice in writing, and any other general meeting shall be called by not less than fourteen days' notice</p>	<p>An annual general meeting shall be called by not less than twenty-one days' notice in writing, and any other general meeting shall be called by not less than fourteen days' notice in writing, unless the</p>	<p>An annual general meeting shall be called by not less than twenty-one days' notice in writing, and any other general meeting shall be called by not less than fourteen days' notice in writing, unless the</p>

Article number	Provision of the Current Articles of Association	Provision of the Amended Articles of Association (with marks)	Provision of the Amended Articles of Association (clean)
	<p>in writing, unless the Ordinance prescribes a notice period of a different duration (the “Prescribed Notice”), in which case the Prescribed Notice shall apply, regardless of whether the Prescribed Notice is longer or shorter than the notice period aforementioned. The notice shall specify the place, date and time of meeting, and the general nature of the business to be transacted at the meeting. eThe notice convening an annual general meeting shall specify the meeting as such, and the notice convening a meeting to pass a special resolution shall specify the intention to propose the resolution as a special resolution. There shall appear on every such notice with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not be a member of the Company. The Company must comply with the</p>	<p>Ordinance prescribes a notice period of a different duration (the “Prescribed Notice”), in which case the Prescribed Notice shall apply, regardless of whether the Prescribed Notice is longer or shorter than the notice period aforementioned. The notice shall specify the place <u>physical venue(s) (if the meeting will be held at one or more physical venue(s)), the virtual meeting technology to be used for holding the meeting (if virtual meeting technology is to be used for holding such meeting)</u>, date and time of meeting, and the general nature of the business to be transacted at the meeting. <u>If the meeting is to be held at two or more physical venues, the notice of meeting shall specify the principal venue of meeting and the other venue or venues of meeting.</u> The notice convening an annual general meeting shall specify the meeting as such, and the notice convening a meeting to pass a special resolution shall specify the intention to propose the resolution as a special resolution. There shall appear on every such notice with</p>	<p>Ordinance prescribes a notice period of a different duration (the “Prescribed Notice”), in which case the Prescribed Notice shall apply, regardless of whether the Prescribed Notice is longer or shorter than the notice period aforementioned. The notice shall specify the physical venue(s) (if the meeting will be held at one or more physical venue(s)), the virtual meeting technology to be used for holding the meeting (if virtual meeting technology is to be used for holding such meeting), date and time of meeting, and the general nature of the business to be transacted at the meeting. If the meeting is to be held at two or more physical venues, the notice of meeting shall specify the principal venue of meeting and the other venue or venues of meeting. The notice convening an annual general meeting shall specify the meeting as such, and the notice convening a meeting to pass a special resolution shall specify the intention to propose the resolution as a special resolution. There shall appear on every such notice with reasonable</p>

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	applicable legal requirements concerning the notice of the meeting for resolutions regarding the removal or appointment to replace the removed Director and auditor.	reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not be a member of the Company. The Company must comply with the applicable legal requirements concerning the notice of the meeting for resolutions regarding the removal or appointment to replace the removed Director and auditor.	prominence a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not be a member of the Company. The Company must comply with the applicable legal requirements concerning the notice of the meeting for resolutions regarding the removal or appointment to replace the removed Director and auditor.
69	If, within thirty minutes from the time appointed for the meeting a quorum be not present, the meeting, if convened upon requisition in accordance with the Ordinance, shall be dissolved; but in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day, time and place as the Chairman of the meeting may determine. If at such adjourned meeting a quorum be not present within thirty minutes from the time appointed for the meeting, the member or members present in person or by proxy	If, within thirty minutes from the time appointed for the meeting a quorum be not present, the meeting, if convened upon requisition in accordance with the Ordinance, shall be dissolved; but in any other case it shall stand adjourned to the same day in the next week at the same time and <u>using the same method</u> place , or to such other day, time and place <u>using such method</u> as the Chairman of the meeting may determine. If at such adjourned meeting a quorum be not present within thirty minutes from the time appointed for the meeting, the member or members present in person or by proxy shall be a quorum	If, within thirty minutes from the time appointed for the meeting a quorum be not present, the meeting, if convened upon requisition in accordance with the Ordinance, shall be dissolved; but in any other case it shall stand adjourned to the same day in the next week at the same time and using the same method, or to such other day, time and using such method as the Chairman of the meeting may determine. If at such adjourned meeting a quorum be not present within thirty minutes from the time appointed for the meeting, the member or members present in person or by proxy shall be a quorum and may transact the

Article number	Provision of the Current Articles of Association	Provision of the Amended Articles of Association (with marks)	Provision of the Amended Articles of Association (clean)
	shall be a quorum and may transact the business for which the meeting is called.	and may transact the business for which the meeting is called.	business for which the meeting is called.
71	The Chairman of any general meeting at which a quorum is present may, with the consent of the meeting, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place or sine die; but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place unless due notice thereof is given or such notice is waived in the manner prescribed by these Articles. When a meeting is adjourned for thirty days or more, or sine die, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjourned meeting or the business to be transacted thereat. Where a meeting is adjourned sine die the	The Chairman of any general meeting at which a quorum is present may, with the consent of the meeting, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place to <u>such time and using such method as determined by the meeting</u> or sine die; but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place unless due notice thereof is given or such notice is waived in the manner prescribed by these Articles. When a meeting is adjourned for thirty days or more, or sine die, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjourned meeting or the business to be transacted thereat. Where a meeting is adjourned sine die the time and place <u>method</u> for <u>holding</u> the	The Chairman of any general meeting at which a quorum is present may, with the consent of the meeting, and shall, if so directed by the meeting, adjourn the meeting to such time and using such method as determined by the meeting or sine die; but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place unless due notice thereof is given or such notice is waived in the manner prescribed by these Articles. When a meeting is adjourned for thirty days or more, or sine die, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjourned meeting or the business to be transacted thereat. Where a meeting is adjourned sine die the time and method for holding the adjourned meeting shall be fixed by the Directors.

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	time and place for the adjourned meeting shall be fixed by the Directors.	adjourned meeting shall be fixed by the Directors.	
85	<p>The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the Office (or other places specified in the notice of general meeting or the instrument of proxy issued by the Company) at least forty-eight hours (or a later date determined by the Board) before the time fixed for holding the meeting or the adjourned meeting at which the person named in such instrument proposes to attend and vote or adjourn meeting or a poll (as the case may be). Otherwise the person so named shall not be entitled to vote at that meeting (or as the case may be) except with the approval of the Chairman of the meeting. No instrument appointing a proxy shall be valid after the expiration of</p>	<p>The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the Office (or other places specified in the notice of general meeting or the instrument of proxy issued by the Company) at least forty-eight hours (or a later date determined by the Board) before the time fixed for holding the meeting or the adjourned meeting at which the person named in such instrument proposes to attend and vote or adjourn meeting or a poll (as the case may be) <u>or in the case of a poll taken more than forty-eight hours after it was demanded, twenty-four hours before the time appointed for the taking of the poll (or a later date determined by the Board).</u> Otherwise the person so named shall not be entitled to vote at that meeting (or as the case may be) except with the approval of the Chairman of the meeting. No</p>	<p>The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the Office (or other places specified in the notice of general meeting or the instrument of proxy issued by the Company) at least forty-eight hours before the time fixed for holding the meeting or the adjourned meeting at which the person named in such instrument proposes to attend and vote or adjourn meeting (as the case may be) or in the case of a poll taken more than forty-eight hours after it was demanded, twenty-four hours before the time appointed for the taking of the poll (or a later date determined by the Board). Otherwise the person so named shall not be entitled to vote at that meeting (or as the case may be) except with the approval of the Chairman of the meeting. No instrument appointing a proxy shall be valid after the</p>

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	<p>twelve months from the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within twelve months from such date. Delivery of an instrument appointing a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked. In calculating the notice period set out above, no account is to be taken of any part of a day that is a public holiday</p>	<p>instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within twelve months from such date. Delivery of an instrument appointing a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked. In calculating the notice period set out above, no account is to be taken of any part of a day that is a public holiday.</p>	<p>expiration of twelve months from the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within twelve months from such date. Delivery of an instrument appointing a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked. In calculating the notice period set out above, no account is to be taken of any part of a day that is a public holiday.</p>
87(b)	<p>A vote given in accordance with the terms of an instrument of proxy or power of attorney or by the duly authorised representative of a corporation shall be valid notwithstanding the previous death or insanity of the principal, or previous termination or revocation of the proxy or power of attorney or other</p>	<p>A vote given in accordance with the terms of an instrument of proxy or power of attorney or by the duly authorised representative of a corporation shall be valid notwithstanding the previous death or insanity of the principal, or previous termination or revocation of the proxy or power of attorney or other authority, or transfer of the shares in respect of</p>	<p>A vote given in accordance with the terms of an instrument of proxy or power of attorney or by the duly authorised representative of a corporation shall be valid notwithstanding the previous death or insanity of the principal, or previous termination or revocation of the proxy or power of attorney or other authority, or transfer of the shares in respect of</p>

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	<p>authority, or transfer of the shares in respect of which the proxy is given, provided no notice in writing of the death, insanity, termination, revocation or transfer shall have been received at the Office or other place as may be designated in accordance with Article 87(a) of these Articles at least forty-eight hours before the time fixed for holding the meeting, or adjourned meeting, at which the instrument of proxy is used.</p>	<p>which the proxy is given, provided no notice in writing of the death, insanity, termination, revocation or transfer shall have been received at the Office or other place as may be designated in accordance with Article 87(a) of these Articles at least forty-eight hours before the time fixed for holding the meeting, or adjourned meeting, at which the instrument of proxy is used <u>(or in the case of a poll taken more than forty-eight hours after it was demanded, twenty-four hours before the time appointed for the taking of the poll). In calculating the notice periods set out above, no account is to be taken of any part of a day that is a public holiday.</u></p>	<p>which the proxy is given, provided no notice in writing of the death, insanity, termination, revocation or transfer shall have been received at the Office or other place as may be designated in accordance with Article 87(a) of these Articles at least forty-eight hours before the time fixed for holding the meeting, or adjourned meeting, at which the instrument of proxy is used (or in the case of a poll taken more than forty-eight hours after it was demanded, twenty-four hours before the time appointed for the taking of the poll). In calculating the notice periods set out above, no account is to be taken of any part of a day that is a public holiday.</p>
155	<p>Subject to the provisions of the Ordinance, any notice, document or communication to be given or issued to the members shall be in writing in any one or more languages, may be served by the Company upon any member either personally or by sending it by mail, postage prepaid,</p>	<p><u>(1) Subject to the applicable laws, regulations and regulatory documents the provisions of the Ordinance,</u> any notice, document or communication to be given or issued to the members shall be in writing in any one or more languages, may be served <u>on, delivered to or made</u></p>	<p>(1) Subject to the applicable laws, regulations and regulatory documents, any notice, document or communication to be given or issued to the members shall be in writing in any one or more languages, may be served on, delivered to or made available by the Company to any</p>

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	addressed to such member at his registered address, and, in any case where the registered address of such member is outside Hong Kong, by prepaid airmail, or by delivering, sending or otherwise making available through electronic or other means to such member.	<p><u>available by the Company to any member, by one or more of the following means:</u></p> <p><u>(a) personally or by sending it by mail, postage prepaid (and, in any case where the registered address of a member is outside Hong Kong, by prepaid airmail), addressed to such member at his registered address or by leaving it at that address addressed to the member or by publishing it by way of advertisement in at least one English language newspaper and one Chinese language newspaper circulating in Hong Kong;</u></p> <p><u>(b) by sending it in electronic form or by electronic means, in the manner set out in paragraph (2) below;</u></p> <p><u>(c) by making it available on the Company's</u></p>	<p>member, by one or more of the following means:</p> <p>(a) personally or by sending it by mail, postage prepaid (and, in any case where the registered address of a member is outside Hong Kong, by prepaid airmail), addressed to such member at his registered address or by leaving it at that address addressed to the member or by publishing it by way of advertisement in at least one English language newspaper and one Chinese language newspaper circulating in Hong Kong;</p> <p>(b) by sending it in electronic form or by electronic means, in the manner set out in paragraph (2) below;</p> <p>(c) by making it available on the Company's website, in the manner set out in</p>

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		<p><u>website, in the manner set out in paragraphs (2) and (3) below; or (d) in accordance with other means permitted under the applicable laws, regulations and regulatory documents.</u></p> <p><u>(2) For the purposes of paragraphs (1)(b) and (1)(c) above, the Company may deliver or make available a notice, document or communication to any member:</u></p> <p><u>(a) in electronic form or by electronic means to the address specified by such member to the Company for such purpose or by making it available on the Company's website provided that, in each case, the Company has obtained consent from such member in accordance with the applicable laws, regulations and regulatory</u></p>	<p>paragraphs (2) and (3) below; or (d) in accordance with other means permitted under the applicable laws, regulations and regulatory documents.</p> <p>(2) For the purposes of paragraphs (1)(b) and (1)(c) above, the Company may deliver or make available a notice, document or communication to any member:</p> <p>(a) in electronic form or by electronic means to the address specified by such member to the Company for such purpose or by making it available on the Company's website provided that, in each case, the Company has obtained consent from such member in accordance with the applicable laws, regulations and regulatory documents, that the Company shall communicate with such</p>

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		<p><u>documents, that the Company shall communicate with such member in such form or manner;</u> <u>or</u> (b) by any other means authorised in writing by the member concerned.</p> <p>(3) <u>For the purposes of making available notices, documents or communication to a member on the Company’s website, the Company shall notify that member that such notice, document or communication has been or will be made available on the Company’s website in the manner prescribed by the applicable laws, regulations and regulatory documents.</u></p> <p>by the Company upon any member either personally or by sending it by mail, postage prepaid, addressed to such member at his registered address, and, in any case where the</p>	<p>member in such form or manner; or (b) by any other means authorised in writing by the member concerned.</p> <p>(3) For the purposes of making available notices, documents or communication to a member on the Company’s website, the Company shall notify that member that such notice, document or communication has been or will be made available on the Company’s website in the manner prescribed by the applicable laws, regulations and regulatory documents.</p> <p>(4) A member may revoke his agreement that notices, documents or communication may be sent or supplied to such member in electronic form or by electronic means or made available to such member through the Company’s website by sending a notice of revocation to the Company within</p>

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		<p>registered address of such member is outside Hong Kong, by prepaid airmail, or by delivering, sending or otherwise making available through electronic or other means to such member.</p> <p>(4) <u>A member may revoke his agreement that notices, documents or communication may be sent or supplied to such member in electronic form or by electronic means or made available to such member through the Company's website by sending a notice of revocation to the Company within such period and in such manner as may be specified under the applicable laws, regulations and regulatory documents.</u></p> <p>(5) <u>Upon a member receiving from the Company a notice, document or communication in electronic form or by electronic means or by the Company making such notice,</u></p>	<p>such period and in such manner as may be specified under the applicable laws, regulations and regulatory documents.</p> <p>(5) Upon a member receiving from the Company a notice, document or communication in electronic form or by electronic means or by the Company making such notice, document or communication available on the Company's website, such member may request that the Company send or supply to such member such notice, document or communication in hard copy form. The Company shall, upon receiving such request from a member, in accordance with the applicable laws, regulations and regulatory documents, send or supply to such member such notice, document or communication requested in hard copy form free of charge.</p>

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		<p><u>document or communication available on the Company's website, such member may request that the Company send or supply to such member such notice, document or communication in hard copy form. The Company shall, upon receiving such request from a member, in accordance with the applicable laws, regulations and regulatory documents, send or supply to such member such notice, document or communication requested in hard copy form free of charge.</u></p>	
156	<p>Subject to the provisions of the Ordinance, any notice sent by mail shall be deemed to have been served in the case where the member's registered address is in Hong Kong on the day following that on which the notice is mailed in Hong Kong and in any other case on the fifth day after the day of mailing. In proving such service it shall be sufficient to prove that the notice</p>	<p>Subject to <u>any applicable laws, regulations and regulatory documents</u> the provisions of the Ordinance, a notice, document or communication served on, delivered to or issued to a member by or on behalf of the Company: <u>(a) any notice</u> sent by mail, <u>postage prepaid</u>, shall be deemed to have been served in the case where the member's</p>	<p>Subject to any applicable laws, regulations and regulatory documents, a notice, document or communication served on, delivered to or issued to a member by or on behalf of the Company:</p> <p>(a) sent by mail, postage prepaid, shall be deemed to have been served in the case where the member's registered address is in Hong Kong on the day following that on which the notice, document or</p>

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	was properly addressed and mailed, postage prepaid.	<p>registered address is in Hong Kong on the day following that on which the notice, <u>document or communication</u> is mailed in Hong Kong and in any other case on the fifth day after the day of mailing. In proving such service it shall be sufficient to prove that <u>such mail the notice</u> was properly addressed and <u>sent-mailed</u>, postage prepaid;</p> <p><u>(b) if left by the Company at a registered address of a member, shall be deemed to have been served or delivered on the day it was left;</u></p> <p><u>(c) if published by way of advertisement in newspaper, shall be deemed to have been served or delivered on the day it was published;</u></p> <p><u>(d) if sent by electronic means, other than by making it available on the Company's website, shall be deemed to have been served or delivered at the time that such notice, document or communication was sent or provided;</u></p> <p><u>(e) if made available by the Company on its</u></p>	<p>communication is mailed in Hong Kong and in any other case on the fifth day after the day of mailing. In proving such service it shall be sufficient to prove that such mail was properly addressed and sent, postage prepaid;</p> <p>(b) if left by the Company at a registered address of a member, shall be deemed to have been served or delivered on the day it was left;</p> <p>(c) if published by way of advertisement in newspaper, shall be deemed to have been served or delivered on the day it was published;</p> <p>(d) if sent by electronic means, other than by making it available on the Company's website, shall be deemed to have been served or delivered at the time that such notice, document or communication was sent or provided;</p> <p>(e) if made available by the Company on its website, shall be deemed to have been served or delivered at the later of (i) if the applicable laws, regulations, and</p>

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		<p><u>website, shall be deemed to have been served or delivered at the later of (i) if the applicable laws, regulations, and regulatory documents require a notification to be delivered to a member regarding the publication of such notice, document, or communication on the Company's website, the day on which such notification is delivered to such member; and (ii) the day on which such notice, document or communication was first made available on the Company's website; and</u></p> <p><u>(f) if sent by any other means authorised in writing by the member concerned, shall be deemed to have been served or delivered when the Company has carried out the action it has been authorised to take for that purpose.</u></p> <p><u>Any member present, either personally or by proxy, at any meeting of the Company shall for all purposes be</u></p>	<p>regulatory documents require a notification to be delivered to a member regarding the publication of such notice, document, or communication on the Company's website, the day on which such notification is delivered to such member; and (ii) the day on which such notice, document or communication was first made available on the Company's website; and</p> <p>(f) if sent by any other means authorised in writing by the member concerned, shall be deemed to have been served or delivered when the Company has carried out the action it has been authorised to take for that purpose.</p> <p>Any member present, either personally or by proxy, at any meeting of the Company shall for all purposes be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was convened.</p>

Article number	Provision of the Current Articles of Association	Provision of the Amended Articles of Association (with marks)	Provision of the Amended Articles of Association (clean)
		<u>deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was convened.</u>	
167	Subject to the provisions of the Ordinance, every Director or other officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses and liabilities which he may sustain or incur in or about the execution of his office or otherwise in relation thereto and in particular and without prejudice to the generality of the foregoing every Director and other officer of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses and expenses which any such Director and other officer may incur or become liable for by reason of any contract entered into, or act or thing done by him or them as such	Subject to the provisions of the Ordinance, every Director or other officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses and liabilities which he may sustain or incur in or about the execution of his office or otherwise in relation thereto <u>(except in connection with his negligence, default, breach of duty or breach of trust)</u> and in particular and without prejudice to the generality of the foregoing every Director and other officer of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses and expenses which any such Director and other officer may incur or become liable for by reason of any contract entered into, or act or thing done by him or them as such Director and other officer, or in any way in	Subject to the provisions of the Ordinance, every Director or other officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses and liabilities which he may sustain or incur in or about the execution of his office or otherwise in relation thereto (except in connection with his negligence, default, breach of duty or breach of trust) and in particular and without prejudice to the generality of the foregoing every Director and other officer of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses and expenses which any such Director and other officer may incur or become liable for by reason of any contract entered into, or act or thing done by him or them as such Director and other officer, or in any way in the discharge

Article number	Provision of the Current Articles of Association	Provision of the Amended Articles of Association (with marks)	Provision of the Amended Articles of Association (clean)
	<p>Director and other officer, or in any way in the discharge of their or his duties, including travelling expenses; and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company, and have priority as between the members over all other claims. Any person who is a Director or other officer of the Company shall not be liable (except in consequence of his own dishonesty) for the acts, receipts, neglects or defaults of any other Director or other officer of the Company or for any losses or expenses incurred by the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy,</p>	<p>the discharge of their or his duties, including travelling expenses; and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company, and have priority as between the members over all other claims.</p> <p>Any person who is a Director or other officer of the Company shall not be liable (except in <u>connection with consequence of his own dishonesty, negligence, default, breach of duty or breach of trust</u>) for the acts, receipts, neglects or defaults of any other Director or other officer of the Company or for any losses or expenses incurred by the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or</p>	<p>of their or his duties, including travelling expenses; and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company, and have priority as between the members over all other claims. Any person who is a Director or other officer of the Company shall not be liable (except in connection with his negligence, default, breach of duty or breach of trust) for the acts, receipts, neglects or defaults of any other Director or other officer of the Company or for any losses or expenses incurred by the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects of the Company shall be deposited or for any</p>

Article number	Provision of the Current Articles of Association	Provision of the Amended Articles of Association (with marks)	Provision of the Amended Articles of Association (clean)
	<p>insolvency or tortious act of any person with whom any moneys, securities or effects of the Company shall be deposited or for any loss occasioned by any error of judgement, omission, default or oversight on their or his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto. Each member of the Company agrees to waive any claim or right of action he might have, whether individually or by or in the right of the Company, against any Director on account of any action taken by such Director, or the failure of such Director to take any action in the performance of his duties with or for the Company; provided that such waiver shall not extend to any matter in respect of any fraud or dishonesty which may attach to such Director.</p>	<p>effects of the Company shall be deposited or for any loss occasioned by any error of judgement, omission, default or oversight on their or his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto. Each member of the Company agrees to waive any claim or right of action he might have, whether individually or by or in the right of the Company, against any Director on account of any action taken by such Director, or the failure of such Director to take any action in the performance of his duties with or for the Company; provided that such waiver shall not extend to <u>any matters in respect of any connection with such Director's own negligence, default, breach of duty or breach of trust fraud or dishonesty which may attach to such Director.</u></p>	<p>other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto. Each member of the Company agrees to waive any claim or right of action he might have, whether individually or by or in the right of the Company, against any Director on account of any action taken by such Director, or the failure of such Director to take any action in the performance of his duties with or for the Company; provided that such waiver shall not extend to matters in connection with such Director's own negligence, default, breach of duty or breach of trust.</p>

The Proposed Amendments and the adoption of the Amended Articles of Association are subject to the approval of the shareholders of the Company by way of a special resolution (the

“Shareholders' Approval”) at the forthcoming 2023 annual general meeting of the Company (the “AGM”). On the condition that the Shareholders' Approval is given at the AGM, the Amended Articles of Association will take immediate effect after the closing of the AGM.

A circular, containing, among other things, information in relation to the Proposed Amendments and the adoption of the Amended Articles of Association, together with a notice of the AGM, will be despatched to the Shareholders in accordance with the requirements under the Hong Kong Listing Rules in due course.

By Order of the Board
CNOOC Limited
Xu Yugao
Joint Company Secretary

Hong Kong, 8 May 2024

As at the date of this announcement, the Board comprises:

Non-executive Directors
Wang Dongjin (*Chairman*)
Wen Dongfen

Executive Director
Zhou Xinhuai (*Vice Chairman*)

Independent Non-executive Directors
Chiu Sung Hong
Qiu Zhi Zhong
Lin Boqiang
Li Shuk Yin Edwina