

KNOT OFFSHORE PARTNERS LP
Conflicts Committee Charter
(Re-affirmed December 13, 2023)

The purpose of this Charter is to set forth the composition, duties and responsibilities of the Conflicts Committee (the “Committee”) of the Board of Directors (the “Board”) of KNOT Offshore Partners LP (the “Partnership”).

I. Committee Purpose

The Committee is appointed by the Board to carry out the duties set forth in the Partnership’s Fourth Amended and Restated Agreement of Limited Partnership (the “Partnership Agreement”) and the Omnibus Agreement (the “Omnibus Agreement”) among Knutsen NYK Offshore AS (“KNOT”), the Partnership, KNOT Shuttle Tankers 17 AS, KNOT Shuttle Tankers 18 AS and KNOT Offshore Partners GP LLC (the “General Partner”), in each case as amended from time to time. Additionally, the Committee will be responsible for acting on matters referred to it by the Board related to conflicts of interest between the General Partner or any of its Affiliates, or any member of the Board, on the one hand, and the Partnership, any Group Member or any Partner on the other hand.

The Committee shall have all authority necessary to fulfill the duties and responsibilities assigned to the Committee in this Charter or otherwise assigned to it by the Board.

The Committee has the authority to retain, at the Partnership’s expense, legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants or advisors it deems necessary in the performance of its duties without seeking Board approval. The Partnership shall provide for appropriate funding, as determined by the Committee, for payment of the expenses of the Committee.

The Committee shall act in accordance with the applicable standards of conduct set forth in the Partnership Agreement. Nothing contained in this Charter is intended to create, or should be construed as creating, any liability of the Committee members, except to the extent otherwise provided under applicable law or the Partnership Agreement.

II. Certain Definitions

Capitalized terms not otherwise defined herein shall have the meaning set forth in the Partnership Agreement.

III. Committee Composition

The Committee shall be composed of two or more directors, as determined by the Board, who are not any of the following: (a) securityholders, officers or employees of the General Partner, (b) officers, directors or employees of any Affiliate of the General Partner or (c) holders of any ownership interest in the Partnership Group (other than Common Units or awards granted to such director pursuant to any long-term incentive plan of any Group Member), and who also meet the independence standards required of directors who serve on an audit committee of a board of directors established by the Securities Exchange Act and the rules and regulations of the Commission thereunder and by the National Securities Exchange on which the Common Units are listed or admitted to trading. The members of the Committee shall be appointed by the Board. The chairperson of the Committee (the “Chair”) shall be chosen by the members of

the Committee. The Board may remove or replace the Chair and any other member of the Committee at any time.

IV. Meetings

The Committee shall meet as often as it may deem necessary or appropriate in its judgment. A meeting may be called by any member of the Committee. Notice of each meeting, confirming the venue, time and date, will be sent to each member of the Committee not less than 48 hours before the date of the meeting (unless such deadline is waived by the Committee or the Chair).

Members may participate in a meeting of the Committee by means of conference telephone, video conference or any similar communications equipment by means of which all members participating in the meeting can hear each other, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

The Committee may also act by unanimous written consent in lieu of a meeting.

V. Committee Responsibilities and Duties

A. Conflicts

1. The Committee shall be responsible for reviewing the Board's estimate of Estimated Maintenance Capital Expenditures.
2. The Committee shall be responsible for reviewing the terms of any vessel acquisitions or material transactions with KNOT or its affiliates.
3. In connection with the Committee's resolution of any conflict of interest, the Committee is authorized to consider: (a) the relative interests of any party to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interest; (b) any customary or accepted industry practices and any customary or historical dealings with a particular person or entity; (c) any applicable generally accepted accounting practices or principles; and (d) such additional factors as the Committee determines in its sole discretion to be relevant, reasonable or appropriate under the circumstances.

B. Other

The Committee shall:

1. Maintain minutes of meetings and regularly report to the Board regarding the execution of its duties and responsibilities. The minutes of all meetings shall be available to the Board.
2. Annually review and assess the adequacy of this Charter as necessary with approval of the Board to ensure that the composition of the Committee and the responsibilities and powers of the Committee comply with the Partnership Agreement.
3. Perform any other activities consistent with this Charter, the Partnership's Code of Business Conduct and Ethics, the Omnibus Agreement and the Partnership Agreement and governing laws, as the Committee or the Board deems necessary or appropriate.