APPENDIX B - ACCEPTANCE FORM

CADELER A/S – RECOMMENDED VOLUNTARY OFFER

This Acceptance Form shall be used only for accepting the Offer by Cadeler plc (the "Company") to acquire Cadeler Shares on the terms and conditions set forth in the combined offer document and prospectus published by the Company and dated 21 September 2026, to which this form is attached (the "Prospectus"). This Acceptance Form does not apply to the Company's offer to acquire the Cadeler American Depositary Shares, each representing four (4) Cadeler Shares, (the "Cadeler ADSs") which are admitted to trading and listing on the New York Stock Exchange.[1]

Capitalised terms used in this Acceptance Form shall have the same meaning as set out in, and be construed in accordance with, the Prospectus. See in particular Section 20 "Definitions and glossary". The Offer Period is from 09:00 hours (CEST) on 22 September 2026 to 23:00 hours (CEST) on 21 October 2026 (subject to extension).

Shareholder:

Correctly completed and signed Acceptance Forms may be sent electronically on the webpage of the Receiving Agent, or by e-mail or delivered by post to the Receiving Agent at the following address:

ELECTRONIC ACCEPTANCE VIA:

www.dnb.no/emisjoner

Please note that only Norwegian private individuals with Bank ID on record date may accept the Offer electronically.

ACCEPTANCE VIA E-MAIL OR BY POST/DELIVERED TO THE RECEIVING AGENT:

By e-mail: retail@dnb.no

By post/delivered to the Receiving Agent: DNB Carnegie, a part of DNB Bank ASA, Issuer Services, Dronning Eufemias gate 30, P.O. Box 1600 Sentrum, N-0021 Oslo, Norway

Shareholding in Cadeler A/S registered in the VPS as of 17 September 2026:		
VPS account (12 digits):	Number of Cadeler Shares:	Rights holder registered:

OFFER CONSIDERATION: IN EXCHANGE FOR EACH CADELER SHARE, ONE (1) ISSUED SHARE IN CADELER PLC (SUBJECT TO ADJUSTMENTS AS SET OUT IN THE PROSPECTUS).

ACCEPTANCE DEADLINE: ACCEPTANCE MUST BE RECEIVED BY THE RECEIVING AGENT BY 23:00 (CEST) ON 21 OCTOBER 2026 (SUBJECT TO EXTENSION OF THE OFFER PERIOD).[2]

SHAREHOLDERS IN CADELER A/S HOLDING SHARES IN SEVERAL VPS ACCOUNTS WILL RECEIVE AN ACCEPTANCE FORM FOR EACH ACCOUNT. ACCEPTING CADELER SHAREHOLDERS MUST RETURN ALL ACCEPTANCE FORMS RECEIVED, PROPERLY COMPLETED AND SIGNED, WITHIN THE ACCEPTANCE DEADLINE. THE COMPANY RESERVES THE RIGHT TO REJECT ANY ACCEPTANCE OF THE OFFER WHICH IS NOT IN PROPER FORM, OR WHICH MAY BE UNLAWFUL. PLEASE NOTE THAT IF THE OFFER PERIOD AS DESCRIBED IN THE PROSPECTUS IS EXTENDED, THE ACCEPTANCE DEADLINE WILL BE ADJUSTED ACCORDINGLY.

AN ACCEPTANCE OF THE OFFER BY COMPLETION OF THIS ACCEPTANCE FORM WILL, IN ADDITION TO THE SHARES THE SHAREHOLDER HAS REGISTERED ON THE VPS ACCOUNT AS STIPULATED IN THE BOX "NUMBER OF CADELER SHARES" ABOVE, COVER ALL SHARES THAT THE SHAREHOLDER HOLDS ON THAT VPS ACCOUNT, OR ACQUIRES (ON A T+2 BASIS) TO THAT VPS ACCOUNT UP TO AND INCLUDING, THE LAST DAY OF THE OFFER PERIOD (AS EXTENDED).

To the Company and the Receiving Agent:

1. This acceptance includes all of the Cadeler Shares set out in the box "Number of Cadeler Shares" above, as well as all Cadeler Shares the shareholder holds or acquires and that are registered on the VPS account stated above following ordinary settlement (on a T+2 basis) of trades in the Cadeler Share on the VPS account up to and including the date of settlement of the Offer, save for Cadeler Shares on VPS accounts in the name of a broker, bank, investment company or other nominee. Shareholders who own Cadeler Shares registered in the name of brokers, banks, investment companies or other nominees must contact such persons to accept the Offer with respect to such Cadeler Shares. Acceptance of the Offer for Cadeler Shares registered in the name of a custodian must be done by the custodian on behalf of the Cadeler Shareholder.
2. I/we accept that I/we may not sell, or in any other way dispose of, use as security, pledge, encumber or transfer to another VPS account, the Cadeler Shares covered by this acceptance. Furthermore, I/we irrevocably authorise the Receiving Agent to block the Cadeler Shares on the above-mentioned VPS account in favour of the Receiving Agent on behalf of the Company.
3. The Receiving Agent is given an irrevocable authorisation to transfer the Cadeler Shares covered by this Acceptance Form to the Company against settlement of the Offer Consideration.
4. Settlement of the Offer Consideration will be made by transfer of Company Shares to the Cadeler Shareholders' VPS account, via an intermediary arrangement (CSD-link).
5. The Cadeler Shares must be transferred free of encumbrances and any other third-party rights whatsoever and with all shareholder rights attached. I/we confirm that my/our Cadeler Shares are transferred free of any encumbrances and any other third-party rights whatsoever and with all shareholder rights attached to them. An acceptance will be treated as valid only if any rights holder (marked with a "Yes" under "*Rights holder registered*" in the right-hand box above) has consented to the sale and transfer of the Cadeler Shares free of encumbrances or any other third-party rights to the Company by signing this Acceptance Form under "*Rights holder*" below.
6. I/we acknowledge that the Offer cannot be accepted by shareholders in Restricted Jurisdictions (as defined in the Prospectus), and that any Acceptance Forms that are received from shareholders in Restricted Jurisdictions will be disregarded. I/we confirm that my/our acceptance is not restricted according to the laws of the jurisdictions applicable to me/us.
7. I/we acknowledge that the Offer cannot be accepted by persons excluded under the sanctions and restrictions provisions of the Prospectus, including Russian or Belarusian nationals or residents and legal persons, entities or bodies established in Russia or Belarus (ref. the section headed "*Notice to investors in Russia, Belarus or other sanctioned jurisdictions*" in the Prospectus). I/we confirm that I/we am/are not such an excluded person and that my/our participation in the Offer, including the issuance or delivery of Company Shares to me/us, would not breach any applicable sanctions, trade embargoes, boycotts, prohibitions or other restrictive measures.
8. In accordance with the Norwegian Securities Trading Act, the Receiving Agent must categorise all new customers in one of three customer categories. All shareholders delivering this Acceptance Form and which are not existing clients of the Receiving Agent will be categorised as non-professional clients. For further information about the categorisation, the shareholder may contact the Receiving Agent. The Receiving Agent will treat the delivery of this Acceptance Form as an execution only instruction from the Cadeler Shareholder to exchange his/her Cadeler Shares under the Offer, since the Receiving Agent is not in the position to determine whether the acceptance of the Offer and exchange of Cadeler Shares is suitable or not for the Cadeler Shareholder.
9. Any Acceptance Form that is not correctly or lawfully completed or that is received after the expiration of the Offer Period can be rejected without further notice. The Company reserves the right to approve acceptances being received after the expiration of the Offer Period or not being correctly completed within the limits of the requirements in Section 6-10 (9) of the Norwegian Securities Trading Act regarding the principle of equal treatment of shareholders.
10. This Acceptance Form and the Offer are subject to Norwegian law with Oslo District Court as legal venue.

[1] Cadeler plc has prepared and filed with the U.S. Securities and Exchange Commission (the "**SEC**"), with respect to the Offer for the Cadeler ADSs, a registration statement on Form F-4 (the "**Registration Statement**") under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and the rules and regulations thereunder and a prospectus for the Company Shares to be issued in the Offer (the "**U.S. Prospectus**"), which includes the offer to exchange relating to the Offer for Cadeler ADSs, all of which have been made publicly available. Furthermore, in connection with the Offer, the Company has filed with the SEC a tender offer statement on Schedule TO, which the Company may amend from time to time during the pendency of the Offer, as required by U.S. law and regulations. Cadeler has filed with the SEC a solicitation/recommendation statement on Schedule 14D-9, which the Company may amend from time to time during the pendency of the Offer, as required by U.S. law and regulations.

[2] To facilitate transmittal of acceptances from holders of Cadeler Shares represented by Cadeler ADSs pursuant to the Offer in the U.S. regulated by the U.S. Prospectus to the Receiving Agent, SEB will be allowed to submit this Acceptance Form to the Receiving Agent after close of the Offer Period.

For Cadeler Shareholders who hold their Cadeler Shares on a share savings accounts *(Nw.: aksjesparekonto)*, please note that such share savings account cannot be used for holding Company Shares. As a result, any Company Shares delivered to a VPS account affiliated with a share savings account scheme are required to, within 10 days of delivery, either be transferred to an eligible VPS account or sold. Any subsequent acquisitions of Company Shares must be placed on an ordinary VPS account.

ACCEPTANCE: By executing and delivering this Acceptance Form, I/we represent and warrant that I/we have received and reviewed the Prospectus and irrevocably accept the Offer to acquire all my/our Cadeler Shares as specified above in accordance with the terms and conditions of the Offer as set out in the Prospectus.

____________________	____________________	____________________	____
Place	Date	Phone daytime	Binding signature*

**) If signed by power of attorney, the power of attorney (and with respect to companies, Certificate of Registration or similar documentation) shall be enclosed. If signed by a person with signatory right, Certificate of Registration or similar documentation shall be enclosed.*

RIGHTS HOLDER: If there is a registered rights holder on the VPS account, this will be marked with a YES in the box "Rights holder registered" above. As rights holder, the undersigned consents to the transfer of the Cadeler Shares as specified above to the Company free of any encumbrances and any other third party right whatsoever:

____________________	____________________	____________________	____
Place	Date	Phone daytime	Binding signature*

**) If signed by power of attorney, the power of attorney (and with respect to companies, Certificate of Registration or similar documentation) shall be enclosed. If signed by a person with signatory right, Certificate of Registration or similar documentation shall be enclosed. If more than one rights holder is registered, each rights holder must sign.*

IMPORTANT INFORMATION

Regulatory issues: Legislation passed throughout the European Economic Area (the "**EEA**") pursuant to Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments ("**MiFID II**") implemented in the Norwegian Securities Trading Act, imposes requirements on intermediaries in securities markets. In this respect, the Receiving Agent must categorise all new clients in one of three categories: (1) Eligible counterparties, (2) Professional clients and (3) Non-professional clients. Each Cadeler Shareholder accepting the Offer who is not an existing client of the Receiving Agent will be categorised within one of these three categories pursuant to the Receiving Agent's closer assessment. The accepting Cadeler Shareholder can by written request to the Receiving Agent ask to be categorised as a Professional client if the accepting Cadeler Shareholder fulfils the provisions of the Norwegian Securities Trading Act and ancillary regulations. For further information about the categorisation, the accepting Cadeler Shareholder may contact the Receiving Agent. The accepting shareholder represents that it has sufficient knowledge, sophistication and experience in financial and business matters to be capable of evaluating the merits and risks of an investment decision by accepting the Offer.

National Client Identifier (NCI) and Legal Entity Identifier (LEI): In order to accept the Offer, Cadeler Shareholders will need a global identification code. Physical persons will need a National Client Identifier ("**NCI**") and legal entities will need a Legal Entity Identifier ("**LEI**"). Cadeler Shareholders who do not already have an active NCI or LEI, as applicable, must obtain or renew such codes in time to accept the Offer. For physical persons with only a Norwegian citizenship, the NCI is the 11-digit personal ID number (*Nw.: fødselsnummer*). Cadeler Shareholders are encouraged to contact their bank or securities dealer for further information.

Execution only: As the Receiving Agent is not in a position to determine whether the acceptance of the Offer is suitable for the accepting Cadeler Shareholder, the Receiving Agent will treat the acceptance as an execution only instruction from the accepting Cadeler Shareholder to accept the Offer. Hence, the accepting Cadeler Shareholder will not benefit from the corresponding protection of the relevant conduct of business rules in accordance with the Norwegian Securities Trading Act.

Information barriers: The Receiving Agent is a security firm offering a broad range of investment services. In order to ensure that assignments undertaken in the Receiving Agent's corporate finance departments are kept confidential, the Receiving Agent's other activities, including analysis and stock broking, are separated from its corporate finance departments by information barriers. The accepting Cadeler Shareholder acknowledges that the Receiving Agent's analysis and stock broking activity may act in conflict with the accepting Cadeler Shareholder's interests with regard to accepting the Offer as a consequence of such information barriers.

Personal data: By the delivery of an Acceptance Form to the Receiving Agent, the accepting Cadeler Shareholder confirms that it has been provided with information regarding the Receiving Agent's processing of personal data, and that it is informed that the Receiving Agent will process the accepting Cadeler Shareholder's personal data in order to manage and carry out the Offer and the acceptance from the accepting Cadeler Shareholder, and to comply with statutory requirements. The data controller who is responsible for the processing of personal data is the Receiving Agent. The processing of personal data is necessary in order to fulfil the accepting shareholder's acceptance of the Offer and to meet legal obligations. The Norwegian Securities Trading Act requires that the Receiving Agent processes and stores information about clients and trades, and control and document activities. The accepting Cadeler Shareholder's data will be processed confidentially, but if it is necessary in relation to the aforementioned purposes or obligations, the personal data may be shared with the Company, affiliates of the Receiving Agent, VPS, stock exchanges and/or public authorities. The personal data will be processed as long as necessary for the purposes, and will subsequently be deleted unless there is a statutory duty to keep it. If the Receiving Agent transfers personal data to countries outside the EEA, that have not been approved by the EU Commission, the Receiving Agent will make sure the transfer takes place in accordance with the legal mechanisms protecting the personal data, for example the EU Standard Contractual Clauses. As a data subject, the accepting Cadeler Shareholders have several legal rights. This includes *inter alia* the right to access its personal data, and a right to request that incorrect information is corrected. In certain instances, the accepting Cadeler Shareholders will have the right to impose restrictions on the processing or demand that the information is deleted. The accepting Cadeler Shareholder may also complain to a supervisory authority if it finds that the Receiving Agent's processing is in breach of the Applicable Laws. Supplementary information on processing of personal data and the accepting Cadeler Shareholder's rights can be found at the Receiving Agent's website. Please note that if the Acceptance Form is sent to the Receiving Agent by e-mail, the e-mail will be unsecured unless the accepting Cadeler Shareholder itself takes measures to secure it. The Acceptance Form may contain sensitive information, including national identification numbers, and the Receiving Agent recommends the accepting Cadeler Shareholder to send the Acceptance Form in a secured e-mail.

Acceptance based on the Prospectus: Cadeler Shareholders must not accept the Offer on any other basis than the information provided in the Prospectus.

Additional information: The Offer, pursuant to the terms and conditions presented in the Prospectus, is not being made to persons whose participation in the Offer requires that an additional prospectus is prepared or registration effected or that any other measures are taken in addition to those required under Norwegian law and Danish law. The distribution of the Prospectus and any related documentation in certain jurisdictions may be restricted or affected by the laws of such jurisdictions. Accordingly, copies of the Prospectus and related documentation are not being, and must not be, mailed or otherwise forwarded, distributed or sent in, into, or from any such jurisdiction. Therefore, persons who receive this communication (including, but not limited to, nominees, trustees and custodians) and are subject to laws of any such jurisdiction will need to inform themselves about, and observe, any applicable restrictions or requirements. Any failure to do so may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the Company disclaims any responsibility or liability for the violations of any such restrictions by any person.

Governing law and jurisdiction: This Offer, including this Acceptance Form and any agreements entered into between the Company and Cadeler Shareholders in connection therewith, shall be governed by and construed in accordance with the laws of Norway. The courts of Norway shall have the exclusive jurisdiction over any dispute arising out of or in connection with the Offer made pursuant to the Prospectus, and Oslo District Court shall be the court in the first instance.