UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended: March 31, 2017

Commission file No.: 1-4601

SCHLUMBERGER N.V.
(SCHLUMBERGER LIMITED)
(Exact name of registrant as specified in its charter)

CURAÇAO **(State or other jurisdiction of incorporation or organization)**	**52-0684746** **(I.R.S. Employer Identification No.)**
42 RUE SAINT-DOMINIQUE **PARIS, FRANCE**	**75007**
5599 SAN FELIPE **HOUSTON, TEXAS, U.S.A.**	**77056**
62 BUCKINGHAM GATE **LONDON, UNITED KINGDOM**	**SW1E 6AJ**
PARKSTRAAT 83 THE HAGUE, **THE NETHERLANDS** **(Addresses of principal executive offices)**	**2514 JG** **(Zip Codes)**

Registrant's telephone number in the United States, including area code, is: (713) 513-2000

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	**Outstanding at March 31, 2017**
COMMON STOCK, $0.01 PAR VALUE PER SHARE	1,389,476,854

SCHLUMBERGER LIMITED
First Quarter 2017 Form 10-Q
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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements.

SCHLUMBERGER LIMITED AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF INCOME
(Unaudited)

(Stated in millions, except per share amounts)

	Three Months Ended March 31,	
	2017	2016
Revenue		
Services	**$ 4,937**	$ 5,763
Product sales	**1,957**	757
Total Revenue	**6,894**	6,520
Interest & other income	**46**	45
Expenses		
Cost of services	**4,251**	4,795
Cost of sales	**1,825**	665
Research & engineering	**211**	240
General & administrative	**98**	110
Merger & integration	**82**	-
Interest	**139**	133
Income before taxes	**334**	622
Taxes on income	**50**	99
Net income	**284**	523
Net income attributable to noncontrolling interests	**5**	22
Net income attributable to Schlumberger	**$ 279**	$ 501
Basic earnings per share of Schlumberger	**$ 0.20**	$ 0.40
Diluted earnings per share of Schlumberger	**$ 0.20**	$ 0.40
Average shares outstanding:		
Basic	**1,393**	1,254
Assuming dilution	**1,402**	1,259

See Notes to Consolidated Financial Statements

SCHLUMBERGER LIMITED AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME

(Unaudited)

(Stated in millions)

	Three Months Ended March 31,	
	2017	2016
Net income	**$ 284**	$ 523
Currency translation adjustments		
Unrealized net change arising during the period	**45**	17
Marketable securities		
Unrealized gain (loss) arising during the period	**(4)**	3
Cash flow hedges		
Net loss on cash flow hedges	**11**	(85)
Reclassification to net income of net realized loss	**-**	94
Pension and other postretirement benefit plans		
Actuarial loss		
Amortization to net income of net actuarial loss	**43**	45
Prior service cost		
Amortization to net income of net prior service cost	**20**	25
Income taxes on pension and other postretirement benefit plans	**(1)**	(7)
Comprehensive income	**398**	615
Comprehensive income attributable to noncontrolling interests	**5**	22
Comprehensive income attributable to Schlumberger	**$ 393**	$ 593

See Notes to Consolidated Financial Statements

SCHLUMBERGER LIMITED AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEET

(Stated in millions)

	Mar. 31, 2017 (Unaudited)	Dec. 31, 2016
ASSETS		
Current Assets		
Cash	**$ 1,902**	$ 2,929
Short-term investments	**5,451**	6,328
Receivables less allowance for doubtful accounts (2017 - $356; 2016 - $397)	**8,636**	9,387
Inventories	**4,288**	4,225
Other current assets	**1,606**	1,058
	21,883	23,927
Fixed Income Investments, held to maturity	**238**	238
Investments in Affiliated Companies	**1,482**	1,243
Fixed Assets less accumulated depreciation	**12,507**	12,821
Multiclient Seismic Data	**1,089**	1,073
Goodwill	**25,045**	24,990
Intangible Assets	**9,743**	9,855
Other Assets	**4,188**	3,809
	$ 76,175	$ 77,956
LIABILITIES AND EQUITY		
Current Liabilities		
Accounts payable and accrued liabilities	**$ 9,408**	$ 10,016
Estimated liability for taxes on income	**1,215**	1,188
Short-term borrowings and current portion of long-term debt	**2,449**	3,153
Dividends payable	**704**	702
	13,776	15,059
Long-term Debt	**16,538**	16,463
Postretirement Benefits	**1,457**	1,495
Deferred Taxes	**1,908**	1,880
Other Liabilities	**1,442**	1,530
	35,121	36,427
Equity		
Common stock	**12,780**	12,801
Treasury stock	**(3,697)**	(3,550)
Retained earnings	**36,052**	36,470
Accumulated other comprehensive loss	**(4,529)**	(4,643)
Schlumberger stockholders' equity	**40,606**	41,078
Noncontrolling interests	**448**	451
	41,054	41,529
	$ 76,175	$ 77,956

See Notes to Consolidated Financial Statements

SCHLUMBERGER LIMITED AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF CASH FLOWS

(Unaudited)

(Stated in millions)

	Three Months Ended March 31,	
	2017	2016
Cash flows from operating activities:		
Net income	**$ 284**	$ 523
Adjustments to reconcile net income to cash provided by operating activities:		
Merger & integration charges	**82**	-
Depreciation and amortization (1)	**989**	967
Pension and other postretirement benefits expense	**37**	60
Stock-based compensation expense	**88**	61
Pension and other postretirement benefits funding	**(29)**	(45)
Earnings of equity method investments, less dividends received	**(10)**	(25)
Change in assets and liabilities: (2)		
Decrease in receivables	**58**	414
(Increase) decrease in inventories	**(33)**	125
(Increase) decrease in other current assets	**(115)**	85
(Increase) decrease in other assets	**(56)**	5
Decrease in accounts payable and accrued liabilities	**(670)**	(983)
Decrease in estimated liability for taxes on income	**(31)**	(104)
(Decrease) increase in other liabilities	**(28)**	2
Other	**90**	125
NET CASH PROVIDED BY OPERATING ACTIVITIES	**656**	1,210
Cash flows from investing activities:		
Capital expenditures	**(381)**	(549)
SPM investments	**(144)**	(597)
Multiclient seismic data costs capitalized	**(116)**	(167)
Business acquisitions and investments, net of cash acquired	**(273)**	(81)
Sale (purchase) of investments, net	**883**	(2,093)
Other	**(24)**	(26)
NET CASH USED IN INVESTING ACTIVITIES	**(55)**	(3,513)
Cash flows from financing activities:		
Dividends paid	**(696)**	(629)
Proceeds from employee stock purchase plan	**96**	116
Proceeds from exercise of stock options	**39**	47
Stock repurchase program	**(372)**	(475)
Proceeds from issuance of long-term debt	**334**	3,542
Repayment of long-term debt	**(1)**	(500)
Net decrease in short-term borrowings	**(1,015)**	(561)
Other	**(22)**	47
NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES	**(1,637)**	1,587
Net decrease in cash before translation effect	**(1,036)**	(716)
Translation effect on cash	**9**	3
Cash, beginning of period	**2,929**	2,793
Cash, end of period	**$ 1,902**	$ 2,080

(1) Includes depreciation of property, plant and equipment and amortization of intangible assets, multiclient seismic data costs and SPM investments.

(2) Net of the effect of business acquisitions.

See Notes to Consolidated Financial Statements

SCHLUMBERGER LIMITED AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF EQUITY

(Unaudited)

(Stated in millions)

January 1, 2017 – March 31, 2017	Common Stock Issued	Common Stock In Treasury	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total
Balance, January 1, 2017	$ 12,801	$ (3,550)	$ 36,470	$ (4,643)	$ 451	$ 41,529
Net income			279		5	284
Currency translation adjustments				45		45
Changes in unrealized gain on marketable securities				(4)		(4)
Changes in fair value of cash flow hedges				11		11
Pension and other postretirement benefit plans				62		62
Shares sold to optionees, less shares exchanged	(29)	68				39
Vesting of restricted stock	(49)	49				-
Shares issued under employee stock purchase plan	(12)	108				96
Stock repurchase program		(372)				(372)
Stock-based compensation expense	88					88
Dividends declared ($0.50 per share)			(697)			(697)
Other	(19)				(8)	(27)
Balance, March 31, 2017	$ 12,780	$ (3,697)	$ 36,052	$ (4,529)	$ 448	$ 41,054

(Stated in millions

January 1, 2016 – March 31, 2016	Common Stock Issued	Common Stock In Treasury	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total
Balance, January 1, 2016	$ 12,693	$ (13,372)	$ 40,870	$ (4,558)	$ 272	$ 35,90
Net income			501		22	52
Currency translation adjustments				17		1
Changes in unrealized gain on marketable securities				3		
Changes in fair value of cash flow hedges				9		
Pension and other postretirement benefit plans				63		6
Shares sold to optionees, less shares exchanged	(17)	64				4
Vesting of restricted stock	(28)	28				
Shares issued under employee stock purchase plan	(19)	135				11
Stock repurchase program		(475)				(47
Stock-based compensation expense	61					6
Dividends declared ($0.50 per share)			(626)			(62
Other	10				9	1
Balance, March 31, 2016	$ 12,700	$ (13,620)	$ 40,745	$ (4,466)	$ 303	$ 35,66

SHARES OF COMMON STOCK

(Unaudited)

(Stated in millions)

	Issued	In Treasury	Shares Outstanding
Balance, January 1, 2017	1,434	(43)	1,391
Shares sold to optionees, less shares exchanged	-	1	1
Vesting of restricted stock	-	1	1
Shares issued under employee stock purchase plan	-	1	1
Stock repurchase program	-	(5)	(5)
Balance, March 31, 2017	1,434	(45)	1,389

See Notes to Consolidated Financial Statements

1. Basis of Presentation

The accompanying unaudited consolidated financial statements of Schlumberger Limited and its subsidiaries (Schlumberger) have been prepared in accordance with generally accepted accounting principles in the United States of America for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. In the opinion of Schlumberger management, all adjustments considered necessary for a fair statement have been included in the accompanying unaudited financial statements. All intercompany transactions and balances have been eliminated in consolidation. Operating results for the three-month period ended March 31, 2017 are not necessarily indicative of the results that may be expected for the full year ending December 31, 2017. The December 31, 2016 balance sheet information has been derived from the Schlumberger 2016 audited financial statements. For further information, refer to the *Consolidated Financial Statements* and notes thereto included in the Schlumberger Annual Report on Form 10-K for the year ended December 31, 2016, filed with the Securities and Exchange Commission on January 25, 2017.

New Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers*. This ASU amends the existing accounting standards for revenue recognition and is based on the principle that revenue should be recognized to depict the transfer of goods or services to a customer at an amount that reflects the consideration a company expects to receive in exchange for those goods or services. Schlumberger will adopt this ASU on January 1, 2018. Schlumberger does not expect the adoption of this ASU to have a material impact on its consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases*. This ASU requires lessees to recognize a right of use asset and lease liability on the balance sheet for all leases, with the exception of short-term leases. Schlumberger will adopt this ASU on January 1, 2019. Based on its current lease portfolio, Schlumberger estimates that the adoption of this ASU will result in approximately $1.3 billion of additional assets and liabilities being reflected on its *Consolidated Balance Sheet*.

2. Charges and Credits

In connection with Schlumberger's acquisition of Cameron (See Note 4 – *Acquisition of Cameron*), Schlumberger recorded $82 million of pretax charges ($68 million after-tax) consisting of employee benefits, facility consolidation and other merger and integration-related costs during the first quarter of 2017. This charge is classified in *Merger & integration* in the *Consolidated Statement of Income*.

There were no charges or credits recorded during the first quarter of 2016.

3. Earnings Per Share

The following is a reconciliation from basic earnings per share of Schlumberger to diluted earnings per share of Schlumberger:

(Stated in millions, except per share amounts)

	2017			2016		
	Schlumberger Net Income	**Average Shares Outstanding**	**Earnings per Share**	Schlumberger Net Income	Average Shares Outstanding	Earnings per Share
First Quarter						
Basic	**$ 279**	**1,393**	**$ 0.20**	$ 501	1,254	$ 0.40
Assumed exercise of stock options	**-**	**4**		-	1	
Unvested restricted stock	**-**	**5**		-	4	
Diluted	**$ 279**	**1,402**	**$ 0.20**	$ 501	1,259	$ 0.40

The number of outstanding options to purchase shares of Schlumberger common stock that were not included in the computation of diluted earnings per share, because to do so would have had an antidilutive effect, was as follows:

(Stated in millions)

	2017	2016
First Quarter	**23**	32

4. Acquisition of Cameron

On April 1, 2016, Schlumberger acquired all of the outstanding shares of Cameron, a leading provider of flow equipment products, systems and services to the oil and gas industry worldwide. Schlumberger issued approximately 138 million shares of its common stock, which were valued at $9.9 billion at the time of closing, and paid cash of $2.8 billion. Prior to being acquired by Schlumberger, Cameron reported revenue of approximately $1.6 billion during the first quarter of 2016.

5. Inventories

A summary of inventories, which are stated at the lower of average cost or market, follows:

(Stated in millions)

	Mar. 31, 2017	Dec. 31, 2016
Raw materials & field materials	**$ 1,633**	$ 1,720
Work in progress	**597**	610
Finished goods	**2,058**	1,895
	$ 4,288	$ 4,225

6. Fixed Assets

A summary of fixed assets follows:

(Stated in millions)

	Mar. 31, 2017	Dec. 31, 2016
Property, plant & equipment	**$ 39,857**	$ 40,008
Less: Accumulated depreciation	**27,350**	27,187
	$ 12,507	$ 12,821

Depreciation expense relating to fixed assets was $613 million and $682 million in the first quarter of 2017 and 2016, respectively.

7. Multiclient Seismic Data

The change in the carrying amount of multiclient seismic data for the three months ended March 31, 2017 was as follows:

(Stated in millions)

Balance at December 31, 2016	$ 1,073
Capitalized in period	116
Charged to expense	(100)
Balance at March 31, 2017	$ 1,089

8. Intangible Assets

The gross book value, accumulated amortization and net book value of intangible assets were as follows:

(Stated in millions)

	Mar. 31, 2017			Dec. 31, 2016		
	Gross Book Value	**Accumulated Amortization**	**Net Book Value**	Gross Book Value	Accumulated Amortization	Net Book Value
Customer relationships	**$ 4,960**	**$ 927**	**$ 4,033**	$ 4,938	$ 865	$ 4,073
Technology/technical know-how	**3,655**	**896**	**2,759**	3,655	835	2,820
Tradenames	**2,847**	**484**	**2,363**	2,847	458	2,389
Other	**1,166**	**578**	**588**	1,122	549	573
	$ 12,628	**$ 2,885**	**$ 9,743**	$ 12,562	$ 2,707	$ 9,855

Amortization expense charged to income was $169 million during the first quarter of 2017 and $89 million during the first quarter of 2016.

Based on the net book value of intangible assets at March 31, 2017, amortization charged to income for the subsequent five years is estimated to be: remaining three quarters of 2017—$526 million; 2018—$668 million; 2019—$627 million; 2020—$599 million; 2021—$576 million; and 2022—$571 million.

9. Long-term Debt

A summary of *Long-term Debt* follows:

(Stated in millions)

	Mar. 31, 2017	Dec. 31, 2016
4.00% Senior Notes due 2025	**$ 1,740**	$ 1,740
3.30% Senior Notes due 2021	**1,594**	1,594
3.00% Senior Notes due 2020	**1,591**	1,591
3.65% Senior Notes due 2023	**1,491**	1,491
2.35% Senior Notes due 2018	**1,297**	1,297
4.20% Senior Notes due 2021	**1,100**	1,100
2.40% Senior Notes due 2022	**996**	996
3.63% Senior Notes due 2022	**845**	845
0.63% Guaranteed Notes due 2019	**645**	622
1.50% Guaranteed Notes due 2019	**551**	536
6.38% Notes due 2018	**294**	297
7.00% Notes due 2038	**214**	214
4.50% Notes due 2021	**137**	137
5.95% Notes due 2041	**116**	116
3.60% Notes due 2022	**110**	110
5.13% Notes due 2043	**99**	99
4.00% Notes due 2023	**82**	83
3.70% Notes due 2024	**56**	56
Commercial paper borrowings	**2,503**	2,421
Other	**1,077**	1,118
	$ 16,538	$ 16,463

The estimated fair value of Schlumberger's *Long-term Debt,* based on quoted market prices, was $16.8 billion at both March 31, 2017 and December 31, 2016.

Borrowings under the commercial paper program at March 31, 2017 were $2.9 billion, of which $2.5 billion was classified within *Long-term Debt* and $0.4 billion was classified within *Short-term borrowings and current portion of long-term debt* in the

Consolidated Balance Sheet. At December 31, 2016, borrowings under the commercial paper program were $2.6 billion, of which $2.4 billion was classified within *Long-term debt* and $0.2 billion was classified in *Short-term borrowings and current portion of long-term debt* in the *Consolidated Balance Sheet*.

10. Derivative Instruments and Hedging Activities

Schlumberger is exposed to market risks related to fluctuations in foreign currency exchange rates and interest rates. To mitigate these risks, Schlumberger utilizes derivative instruments. Schlumberger does not enter into derivative transactions for speculative purposes.

Interest Rate Risk

Schlumberger is subject to interest rate risk on its debt and its investment portfolio. Schlumberger maintains an interest rate risk management strategy that uses a mix of variable and fixed rate debt combined with its investment portfolio, and occasionally interest rate swaps, to mitigate the exposure to changes in interest rates.

During 2013, Schlumberger entered into a cross currency swap for a notional amount of €0.5 billion in order to hedge changes in the fair value of Schlumberger's €0.5 billion 1.50% Guaranteed Notes due 2019. Under the terms of this swap, Schlumberger will receive interest at a fixed rate of 1.50% on the euro notional amount and pay interest at a floating rate of three-month LIBOR plus approximately 64 basis points on the US dollar notional amount.

This cross currency swap is designated as a fair value hedge of the underlying debt. This derivative instrument is marked to market with gains and losses recognized currently in income to largely offset the respective gains and losses recognized on changes in the fair value of the hedged debt.

At March 31, 2017, Schlumberger had fixed rate debt of $14.2 billion and variable rate debt of $4.8 billion after taking into account the effect of the swap.

Short-term investments and *Fixed income investments*, *held to maturity* totaled $5.7 billion at March 31, 2017. The carrying value of these investments approximated fair value, which was estimated using quoted market prices for those or similar investments.

Foreign Currency Exchange Rate Risk

As a multinational company, Schlumberger conducts its business in over 85 countries. Schlumberger's functional currency is primarily the US dollar. However, outside the United States, a significant portion of Schlumberger's expenses is incurred in foreign currencies. Therefore, when the US dollar weakens (strengthens) in relation to the foreign currencies of the countries in which Schlumberger conducts business, the US dollar–reported expenses will increase (decrease).

Schlumberger is exposed to risks on future cash flows to the extent that the local currency is not the functional currency and expenses denominated in local currency are not equal to revenues denominated in local currency. Schlumberger is also exposed to risks on future cash flows relating to certain of its fixed rate debt that is denominated in currencies other than the functional currency. Schlumberger uses foreign currency forward contracts to provide a hedge against a portion of these cash flow risks. These contracts are accounted for as cash flow hedges, with the effective portion of changes in the fair value of the hedge recorded on the *Consolidated Balance Sheet* and in *Accumulated Other Comprehensive Loss*. Amounts recorded in *Accumulated Other Comprehensive Loss* are reclassified into earnings in the same period or periods that the hedged item is recognized in earnings. The ineffective portion of changes in the fair value of hedging instruments, if any, is recorded directly to earnings.

At March 31, 2017, Schlumberger recognized a cumulative net loss of $8 million in *Accumulated other comprehensive loss* relating to revaluation of foreign currency forward contracts and foreign currency options designated as cash flow hedges, the majority of which is expected to be reclassified into earnings within the next 12 months.

Schlumberger is exposed to changes in the fair value of assets and liabilities that are denominated in currencies other than the functional currency. While Schlumberger uses foreign currency forward contracts and foreign currency options to economically hedge this exposure as it relates to certain currencies, these contracts are not designated as hedges for accounting purposes. Instead, the fair value of the contracts is recorded on the *Consolidated Balance Sheet,* and changes in the fair value are recognized in the *Consolidated Statement of Income* as are changes in fair value of the hedged item.

At March 31, 2017, contracts were outstanding for the US dollar equivalent of $3.8 billion in various foreign currencies, of which $0.7 billion related to hedges of debt denominated in currencies other than the functional currency.

The fair values of outstanding derivative instruments were as follows:

(Stated in millions)

	Fair Value of Derivatives		Consolidated Balance Sheet Classification
	Mar. 31, 2017	Dec. 31, 2016	
Derivative Assets			
Derivatives designated as hedges:			
Foreign exchange contracts	**$ 2**	$ 1	*Other current assets*
Derivatives not designated as hedges:			
Foreign exchange contracts	**$ 35**	$ 42	*Other current assets*
	$ 37	$ 43	
Derivative Liabilities			
Derivatives designated as hedges:			
Foreign exchange contracts	**$ 7**	$ 18	*Accounts payable and accrued liabilities*
Cross currency swap	**37**	49	*Other Liabilities*
	$ 44	$ 67	
Derivatives not designated as hedges:			
Foreign exchange contracts	**$ 21**	$ 59	*Accounts payable and accrued liabilities*
	$ 65	$ 126	

The fair value of all outstanding derivatives was determined using a model with inputs that are observable in the market or that can be derived from, or corroborated by, observable data.

The effect of derivative instruments designated as fair value hedges and those not designated as hedges on the *Consolidated Statement of Income* was as follows:

(Stated in millions)

	Gain (Loss) Recognized in Income First Quarter		
	2017	2016	Consolidated Statement of Income Classification
Derivatives designated as fair value hedges:			
Cross currency swap	**$ 18**	$ 10	*Interest*
Derivatives not designated as hedges:			
Foreign exchange contracts	**$ 6**	$ (81)	*Cost of services/sales*

11. Contingencies

Schlumberger and its subsidiaries are party to various legal proceedings from time to time. A liability is accrued when a loss is both probable and can be reasonably estimated. Management believes that the probability of a material loss with respect to any currently pending legal proceeding is remote. However, litigation is inherently uncertain and it is not possible to predict the ultimate disposition of any of these proceedings.

12. Segment Information

(Stated in millions)

	First Quarter 2017		First Quarter 2016	
	Revenue	**Income Before Taxes**	Revenue	Income Before Taxes
Reservoir Characterization	**$ 1,618**	**$ 281**	$ 1,719	$ 334
Drilling	**1,985**	**229**	2,493	371
Production	**2,187**	**110**	2,376	206
Cameron	**1,229**	**162**	-	-
Eliminations & other	**(125)**	**(25)**	(68)	(10)
Pretax operating income		**757**		901
Corporate & other (1)		**(239)**		(172)
Interest income (2)		**24**		13
Interest expense (3)		**(126)**		(120)
Charges and credits (4)		**(82)**		-
	$ 6,894	**$ 334**	$ 6,520	$ 622

(1) Comprised principally of certain corporate expenses not allocated to the segments, stock-based compensation costs, amortization expense associated with certain intangible assets, certain centrally managed initiatives and other nonoperating items. The first quarter of 2017 includes $63 million of intangible asset amortization expense resulting from the April 2016 acquisition of Cameron.

(2) Interest income excludes amounts which are included in the segments' income ($5 million in 2017; $6 million in 2016).

(3) Interest expense excludes amounts which are included in the segments' income ($13 million in 2017; $13 million in 2016).

(4) See Note 2 – *Charges and Credits*.

Certain prior period items have been reclassified to conform to the current period presentation.

13. Pension and Other Postretirement Benefit Plans

Net pension cost for the Schlumberger pension plans included the following components:

(Stated in millions)

	First Quarter			
	2017		2016	
	US	**Int'l**	US	Int'l
Service cost	**$ 15**	**$ 29**	$ 18	$ 37
Interest cost	**44**	**78**	44	80
Expected return on plan assets	**(60)**	**(136)**	(61)	(134)
Amortization of prior service cost	**3**	**24**	3	30
Amortization of net loss	**10**	**33**	23	22
	$ 12	**$ 28**	$ 27	$ 35

The net periodic benefit credit for the Schlumberger US postretirement medical plan included the following components:

(Stated in millions)

	First Quarter	
	2017	2016
Service cost	**$ 8**	$ 8
Interest cost	**11**	12
Expected return on plan assets	**(15)**	(14)
Amortization of prior service credit	**(7)**	(8)
	$ (3)	$ (2)

14. Accumulated Other Comprehensive Loss

Accumulated other comprehensive loss consists of the following:

(Stated in millions)

	Currency Translation Adjustments	Unrealized Gain on Marketable Securities	Cash Flow Hedges	Pension and Other Postretirement Benefit Plans	Total
Balance, January 1, 2017	$ (2,136)	$ 21	$ (19)	$ (2,509)	$ (4,643)
Other comprehensive gain (loss) before reclassifications	45	(4)	11	-	52
Amounts reclassified from accumulated other comprehensive loss	-	-	-	63	63
Income taxes	-	-	-	(1)	(1)
Net other comprehensive (loss) income	45	(4)	11	62	114
Balance, March 31, 2017	$ (2,091)	$ 17	$ (8)	$ (2,447)	$ (4,529)

(Stated in millions)

	Currency Translation Adjustments	Unrealized Gain on Marketable Securities	Cash Flow Hedges	Pension and Other Postretirement Benefit Plans	Total
Balance, January 1, 2016	$ (2,053)	$ -	$ (39)	$ (2,466)	$ (4,558)
Other comprehensive gain (loss) before reclassifications	17	3	(85)	-	(65)
Amounts reclassified from accumulated other comprehensive loss	-	-	94	70	164
Income taxes	-	-	-	(7)	(7)
Net other comprehensive income	17	3	9	63	92
Balance, March 31, 2016	$ (2,036)	$ 3	$ (30)	$ (2,403)	$ (4,466)

First Quarter 2017 Compared to Fourth Quarter 2016

(Stated in millions)

	First Quarter 2017		Fourth Quarter 2016	
	Revenue	**Income Before Taxes**	Revenue	Income Before Taxes
Reservoir Characterization	**$ 1,618**	**$ 281**	$ 1,676	$ 319
Drilling	**1,985**	**229**	2,013	234
Production	**2,187**	**110**	2,203	128
Cameron	**1,229**	**162**	1,346	188
Eliminations & other	**(125)**	**(25)**	(131)	(59)
Pretax operating income		**757**		810
Corporate & other (1)		**(239)**		(245)
Interest income (2)		**24**		23
Interest expense (3)		**(126)**		(126)
Charges and credits (4)		**(82)**		(675)
	$ 6,894	**$ 334**	$ 7,107	$ (213)

(1) Comprised principally of certain corporate expenses not allocated to the segments, stock-based compensation costs, amortization expense associated with certain intangible assets, certain centrally managed initiatives and other nonoperating items.

(2) Interest income excludes amounts which are included in the segments' income ($5 million in 2017; $7 million in 2016).

(3) Interest expense excludes amounts which are included in the segments' income ($13 million in 2017; $13 million in 2016).

(4) Charges and credits are described in detail in Note 2 to the *Consolidated Financial Statements*.

Certain prior period items have been reclassified to conform to the current period presentation.

Reservoir Characterization Group

Reservoir Characterization Group revenue of $1.6 billion decreased 3% sequentially primarily due to project completions in Testing & Process systems and lower SIS software license sales. These decreases were partly offset by Wireline revenue growth as a result of infrastructure-led exploration activity in North America.

Pretax operating margin of 17% decreased 170 basis points (bps) sequentially as the increased contribution from high-margin Wireline exploration activities was more than offset by reduced profitability in WesternGeco and lower contributions from SIS software license sales.

Drilling Group

Drilling Group revenue of $2.0 billion decreased 1% sequentially as strong directional drilling activity in North America land was more than offset by lower drilling activity and pricing pressure in the International Areas.

Pretax operating margin of 12% was essentially flat sequentially despite the slight revenue decline. This was due to pricing improvements in the US offset by pricing pressure in the international markets.

Production Group

Production Group revenue of $2.2 billion was 1% lower sequentially primarily due to a combination of decreased revenue on SPM projects in Ecuador, reduced hydraulic fracturing activity on land in the Middle East and lower Completions product sales. These decreases were partially mitigated by strong hydraulic fracturing activity and pricing recovery that led to a 19% growth in revenue in North America land.

Pretax operating margin of 5% decreased 78 bps sequentially as the positive effects of increased activity and pricing recovery on land in North America were more than offset by margin contraction from lower SPM revenue.

Cameron Group

Cameron Group revenue of $1.2 billion decreased 9% sequentially driven by declining project volumes in OneSubsea and reduced product sales in Surface Systems. The revenue decline for OneSubsea was due to falling project volumes in Brazil and reduced activity in the US Gulf of Mexico. Surface Systems sales were lower in the Europe/CIS/Africa and Latin America Areas, which more than offset the double-digit revenue growth in North America land.

Pretax operating margin of 13% declined 80 bps sequentially as continued strong project execution in OneSubsea and tight cost control in Drilling Systems limited the impact of lower product volume in Surface Systems.

First Quarter 2017 Compared to First Quarter 2016

(Stated in millions)

	First Quarter 2017		First Quarter 2016	
	Revenue	**Income Before Taxes**	Revenue	Income before Taxes
Reservoir Characterization	**$ 1,618**	**$ 281**	$ 1,719	$ 334
Drilling	**1,985**	**229**	2,493	371
Production	**2,187**	**110**	2,376	206
Cameron	**1,229**	**162**	-	-
Eliminations & other	**(125)**	**(25)**	(68)	(10)
Pretax operating income		**757**		901
Corporate & other (1)		**(239)**		(172)
Interest income (2)		**24**		13
Interest expense (3)		**(126)**		(120)
Charges and credits (4)		**(82)**		-
	$ 6,894	**$ 334**	$ 6,520	$ 622

(1) Comprised principally of certain corporate expenses not allocated to the segments, stock-based compensation costs, amortization expense associated with certain intangible assets, certain centrally managed initiatives and other nonoperating items. The first quarter of 2017 includes $63 million of intangible asset amortization expense resulting from the April 2016 acquisition of Cameron.

(2) Interest income excludes amounts which are included in the segments' income ($5 million in 2017; $6 million in 2016).

(3) Interest expense excludes amounts which are included in the segments' income ($13 million in 2017; $13 million in 2016).

(4) Charges and credits recorded are described in detail in Note 2 to the *Consolidated Financial Statements*.

Certain prior period items have been reclassified to conform to the current period presentation.

First-quarter 2017 revenue of $6.9 billion increased 6% year-on-year. This included a full quarter of activity from the acquired Cameron businesses, which contributed revenue of $1.2 billion. Excluding the impact of the Cameron acquisition, revenue declined 13% year-on-year. During the first-quarter of 2017 the North America land rig count returned to prior year levels. However, the international land rig count was lower by 8%, the North America offshore rig count was lower by 25%, and the International offshore rig count was lower by 18%. As a result, Drilling Group revenue decreased 20% while Production Group and Reservoir Characterization Group were lower by 8% and 6%, respectively. In addition to the impact of the rig count, revenue also declined year-on-year as a result of reduced activity levels in Venezuela following Schlumberger's decision in April 2016 to align activity with cash collections.

First-quarter 2017 pretax operating margin decreased 284 bps to 11%, as a result of the overall decline in activity and pervasive pricing pressure internationally. The margin decrease was the highest in the Production Group, which contracted by 365 bps to 5%. Drilling Group pretax operating margin fell 334 bps to 12%, while the Reservoir Characterization Group decreased 206 bps to 17%, and the Cameron Group posted a pretax margin of 13%.

Reservoir Characterization Group

First-quarter 2017 revenue of $1.6 billion decreased 6% year-on-year primarily due to lower exploration and reduced discretionary spending by customers in the offshore markets which impacted Wireline and SIS software license sales as well as reduced activity in Venezuela. These decreases were partly offset by higher revenue from increased land seismic and multiclient activity in WesternGeco and increased revenue in Testing & Process relating to progress on early production facilities in the Middle East & Asia Area.

Year-on-year pretax operating margin decreased 206 bps to 17% due to reduced higher-margin Wireline activities partly offset by improved profitability in WesternGeco.

Drilling Group

First-quarter 2017 revenue of $2.0 billion decreased 20% year-on-year primarily due to the decline in the international and offshore North America rig counts and lower activity in Venezuela combined with pricing pressure.

Year-on-year pretax operating margin decreased 334 bps to 12% primarily due to a decline in higher-margin activities of Drilling & Measurements combined with the impact of pricing pressure.

Production Group

First-quarter 2017 revenue of $2.2 billion decreased 8% year-on-year due primarily to the decline in international activity as well as decreased revenue on SPM projects in Ecuador. These decreases were partially offset by increased hydraulic fracturing activity in North America land.

Year-on-year pretax operating margin decreased 365 bps to 5% as a result of lower international activity and increased pricing pressure.

Cameron Group

On April 1, 2016, Schlumberger acquired all of the outstanding shares of Cameron, a leading provider of flow equipment products, systems and services to the oil and gas industry worldwide. Schlumberger issued approximately 138 million shares of its common stock, which were valued at $9.9 billion at the time of closing, and paid cash of $2.8 billion. Prior to being acquired by Schlumberger, Cameron reported revenue of approximately $1.6 billion during the first quarter of 2016.

Interest and Other Income

Interest & other income consisted of the following:

(Stated in millions)

	First Quarter	
	2017	2016
Equity in net earnings of affiliated companies	**$ 17**	$ 25
Interest income	**29**	20
	$ 46	$ 45

The decrease in earnings of equity method investments primarily reflects the effects of the downturn in the oil and gas industry, which has negatively impacted the majority of Schlumberger's investments in affiliates, particularly those in North America.

Other

Research & engineering and *General & administrative* expenses, as a percentage of *Revenue*, for the first quarter ended March 31, 2017 and 2016 were as follows:

	First Quarter	
	2017	2016
Research & engineering	**3.1%**	3.7%
General & administrative	**1.4%**	1.7%

Research & engineering and *General & administrative* costs have decreased $29 million and $12 million, respectively, as a result of cost control measures, offset in part by the impact of the Cameron acquisition.

The effective tax rate for the first quarter of 2017 was 15% compared to 16% for the same period of the prior year. The charges described in Note 2 to the *Consolidated Financial Statements* reduced the first-quarter 2017 effective tax rate by 0.4 percentage points. There were no charges or credits recorded during the first quarter of 2016.

Charges and Credits

In connection with Schlumberger's acquisition of Cameron (See Note 4 – *Acquisition of Cameron*), Schlumberger recorded $82 million of pretax charges ($68 million after-tax) consisting of employee benefits, facility consolidation, and other merger and integration-related costs during the first quarter of 2017. This charge is classified in *Merger & integration* in the *Consolidated Statement of Income*.

There were no charges or credits recorded during the first quarter of 2016.

Liquidity and Capital Resources

Details of the components of liquidity as well as changes in liquidity follows:

(Stated in millions)

Components of Liquidity	**Mar. 31, 2017**	Mar. 31, 2016	Dec. 31, 2016
Cash	**$ 1,902**	$ 2,080	$ 2,929
Short-term investments	**5,451**	12,352	6,328
Fixed income investments, held to maturity	**238**	401	238
Short-term borrowings and current portion of long-term debt	**(2,449)**	(4,254)	(3,153)
Long-term debt	**(16,538)**	(17,233)	(16,463)
Net debt (1)	**$ (11,396)**	$ (6,654)	$ (10,121)

Changes in Liquidity:	**Three Months Ended Mar. 31,**	
	2017	2016
Net income	**$ 284**	$ 523
Depreciation and amortization (2)	**989**	967
Earnings of equity method investments, less dividends received	**(10)**	(25)
Pension and other postretirement benefits expense	**37**	60
Stock-based compensation expense	**88**	61
Pension and other postretirement benefits funding	**(29)**	(45)
Increase in working capital (3)	**(791)**	(463)
Other	**88**	132
Cash flow from operations	**656**	1,210
Capital expenditures	**(381)**	(549)
SPM investments	**(144)**	(597)
Multiclient seismic data costs capitalized	**(116)**	(167)
Free cash flow (4)	**15**	(103)
Dividends paid	**(696)**	(629)
Proceeds from employee stock plans	**135**	163
Stock repurchase program	**(372)**	(475)
	(918)	(1,044)
Business acquisitions and investments, net of cash acquired plus debt assumed	**(273)**	(81)
Other	**(84)**	18
Increase in net debt	**(1,275)**	(1,107)
Net debt, beginning of period	**(10,121)**	(5,547)
Net debt, end of period	**$ (11,396)**	$ (6,654)

(1) "Net debt" represents gross debt less cash, short-term investments and fixed income investments, held to maturity. Management believes that Net debt provides useful information regarding the level of Schlumberger's indebtedness by reflecting cash and investments that could be used to repay debt. Net debt is a non-GAAP financial measure that should be considered in addition to, not as a substitute for or superior to, total debt.

(2) Includes depreciation of property, plant and equipment and amortization of intangible assets, multiclient seismic data costs and SPM investments.

(3) Includes severance payments of approximately $140 million and $260 million during the three months ended March 31, 2017 and 2016, respectively.

(4) "Free cash flow" represents cash flow from operations less capital expenditures, SPM investments and multiclient seismic data costs capitalized. Management believes that free cash flow is an important liquidity measure for the company and that it is useful to investors and management as a measure of our ability to generate cash. Once business needs and obligations are met, this cash can be used to reinvest in the company for future growth or to return to shareholders through dividend payments or share repurchases. Free cash flow does not represent the residual cash flow available for discretionary expenditures. Free cash flow is a non-GAAP financial measure that should be considered in addition to, not as substitute for or superior to, cash flow from operations.

Key liquidity events during the first three months of 2017 and 2016 included:

- On July 18, 2013, the Schlumberger Board of Directors (the "Board") approved a $10 billion share repurchase program to be completed at the latest by June 30, 2018. Schlumberger had repurchased $9.7 billion of shares under this new share repurchase program as of March 31, 2017.

  The following table summarizes the activity under this share repurchase program:

(Stated in millions, except per share amounts)

	Total cost of shares purchased	Total number of shares purchased	Average price paid per share
Three months ended March 31, 2017	**$ 372**	**4.7**	**$ 78.97**
Three months ended March 31, 2016	$ 475	7.1	$ 67.34

  On January 21, 2016, the Board approved a new $10 billion share repurchase program for Schlumberger common stock. The new program will take effect once the remaining $0.3 billion authorized to be repurchased under the July 18, 2013 program is exhausted.

- Capital expenditures were $0.4 billion during the first three months of 2017 compared to $0.5 billion during the first three months of 2016. Capital expenditures for full-year 2017 are expected to be approximately $2.2 billion as compared to expenditures of $2.1 billion in 2016.

On March 24, 2017, Schlumberger and Weatherford announced an agreement to create OneStim℠, a joint venture to deliver completions products and services for the development of unconventional resource plays in the United States and Canada land markets. The joint venture will offer one of the broadest multistage completions portfolios in the market combined with one of the largest hydraulic fracturing fleets in the industry. Schlumberger and Weatherford will have a 70%/30% ownership of the joint venture, respectively. The transaction is expected to close in the second half of 2017 and is subject to regulatory approvals and other customary closing conditions. Under the terms of the formation agreement, Schlumberger and Weatherford will contribute all their respective North America land hydraulic fracturing pressure pumping assets, multistage completions, and pump-down perforating businesses. Schlumberger will also make a $535 million cash payment to Weatherford. Schlumberger will manage the joint venture and consolidate it for financial reporting purposes.

In April 2016, Schlumberger announced that it would reduce its activity in Venezuela to align operations with cash collections as a result of insufficient payments received in recent quarters and a lack of progress in establishing new mechanisms that address past and future accounts receivable. Schlumberger's total net receivable balance in Venezuela as of March 31, 2017 was approximately $1.2 billion. During the first quarter of 2017, Schlumberger reclassified $700 million of this balance from *Receivables less allowance for doubtful accounts* to long-term within *Other Assets* in the *Consolidated Balance Sheet*.

Schlumberger continues to experience payment delays from certain other customers as well, primarily as a result of the impact of lower oil prices in the industry. In this regard, included in *Receivables less allowance for doubtful accounts* in the *Consolidated Balance Sheet* at March 31, 2017, is approximately $1.2 billion of receivables relating to Ecuador.

Schlumberger operates in more than 85 countries. At March 31, 2017, only five of those countries individually accounted for greater than 5% of Schlumberger's net receivable balance, of which only three (the United States, Venezuela and Ecuador) accounted for greater than 10%.

As of March 31, 2017, Schlumberger had $7.4 billion of cash and short-term investments on hand. Schlumberger had separate committed debt facility agreements aggregating $6.6 billion with commercial banks, of which $3.7 billion was available and unused as of March 31, 2017. The $6.6 billion of committed debt facility agreements included $6.3 billion of committed facilities that support commercial paper programs. Schlumberger believes these amounts are sufficient to meet future business requirements for at least the next 12 months.

Borrowings under the commercial paper programs at March 31, 2017 were $2.9 billion.

FORWARD-LOOKING STATEMENTS

This Form 10-Q and other statements we make, contain "forward-looking statements" within the meaning of the federal securities laws, which include any statements that are not historical facts, such as our forecasts or expectations regarding business outlook; growth for Schlumberger as a whole and for each of its segments (and for specified products or geographic areas within each segment); oil and natural gas demand and production growth; oil and natural gas prices; improvements in operating procedures and technology, including our transformation program; capital expenditures by Schlumberger and the oil and gas industry; the business strategies of Schlumberger's customers; the anticipated benefits of the Cameron transaction; the success of Schlumberger's joint ventures and alliances; future global economic conditions; and future results of operations. These statements are subject to risks and uncertainties, including, but not limited to, global economic conditions; changes in exploration and production spending by Schlumberger's customers and changes in the level of oil and natural gas exploration and development; general economic, political and business conditions in key regions of the world; foreign currency risk; payment delays; pricing pressure; weather and seasonal factors; operational modifications, delays or cancellations; production declines; changes in government regulations and regulatory requirements, including those related to offshore oil and gas exploration, radioactive sources, explosives, chemicals, hydraulic fracturing services and climate-related initiatives; the inability of technology to meet new challenges in exploration; the inability to integrate the Cameron business and to realize expected synergies; the inability to retain key employees; and other risks and uncertainties detailed in this first-quarter 2017 Form 10-Q and our most recent Form 10-K, and Forms 8-K filed with or furnished to the Securities and Exchange Commission. If one or more of these or other risks or uncertainties materialize (or the consequences of any such development changes), or should our underlying assumptions prove incorrect, actual outcomes may vary materially from those reflected in our forward-looking statements. Schlumberger disclaims any intention or obligation to update publicly or revise such statements, whether as a result of new information, future events or otherwise.

Item 3. Quantitative and Qualitative Disclosures about Market Risk.

For quantitative and qualitative disclosures about market risk affecting Schlumberger, see Item 7A, "Quantitative and Qualitative Disclosures about Market Risk," of the Schlumberger Annual Report on Form 10-K for the fiscal year ended December 31, 2016. Schlumberger's exposure to market risk has not changed materially since December 31, 2016.

Item 4. Controls and Procedures.

Schlumberger has carried out an evaluation under the supervision and with the participation of Schlumberger's management, including the Chief Executive Officer ("CEO") and the Chief Financial Officer ("CFO"), of the effectiveness of Schlumberger's "disclosure controls and procedures" (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 (the "Exchange Act")) as of the end of the period covered by this report. Based on this evaluation, the CEO and the CFO have concluded that, as of the end of the period covered by this report, Schlumberger's disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed in the reports that Schlumberger files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms. Schlumberger's disclosure controls and procedures include controls and procedures designed to ensure that information required to be disclosed in reports filed or submitted under the Exchange Act is accumulated and communicated to its management, including the CEO and the CFO, as appropriate, to allow timely decisions regarding required disclosure. There was no change in Schlumberger's internal control over financial reporting during the quarter to which this report relates that has materially affected, or is reasonably likely to materially affect, Schlumberger's internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings.

The information with respect to this Item 1 is set forth under Note 11—*Contingencies,* in the *Consolidated Financial Statements*.

Item 1A. Risk Factors.

As of the date of this filing, there have been no material changes from the risk factors previously disclosed in Part 1, Item 1A, of Schlumberger's Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

Unregistered Sales of Equity Securities

None.

Issuer Repurchases of Equity Securities

On July 18, 2013, the Board approved a $10 billion share repurchase program for shares of Schlumberger common stock, to be completed at the latest by June 30, 2018.

Schlumberger's common stock repurchase program activity for the three months ended March 31, 2017 was as follows:

(Stated in thousands, except per share amounts)

	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced program	Maximum value of shares that may yet be purchased under the program
January 1 through January 1, 2017	-	$ -	-	$ 645,040
February 1 through February 28, 2017	638.3	$ 80.76	638.3	$ 593,491
March 1 through March 31, 2017	4,076.1	$ 78.69	4,076.1	$ 272,727
	4,714.4	$ 78.97	4,714.4	

In connection with the exercise of stock options under Schlumberger's incentive compensation plans, Schlumberger routinely receives shares of its common stock from optionholders in consideration of the exercise price of the stock options. Schlumberger does not view these transactions as requiring disclosure under this Item as the number of shares of Schlumberger common stock received from optionholders is not material.

On January 21, 2016, the Board approved a new $10 billion share repurchase program for Schlumberger common stock. This new program will take effect once the remaining $0.3 billion authorized to be repurchased under the July 18, 2013 program is exhausted.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

Our mining operations are subject to regulation by the federal Mine Safety and Health Administration under the Federal Mine Safety and Health Act of 1977. Information concerning mine safety violations or other regulatory matters required by section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K is included in Exhibit 95 to this report.

Item 5. Other Information.

Schlumberger completed the wind down of its service operations in Iran during 2013. Prior to this, certain non-US subsidiaries of Schlumberger provided oilfield services to the National Iranian Oil Company and certain of its affiliates ("NIOC").

Schlumberger's residual transactions or dealings with the government of Iran in the first quarter of 2017 consisted of payments of taxes and other typical governmental charges. Certain non-US subsidiaries of Schlumberger maintain depository accounts at the Dubai branch of Bank Saderat Iran ("Saderat"), and at Bank Tejarat ("Tejarat") in Tehran and in Kish for the deposit by NIOC of amounts owed to non-US subsidiaries of Schlumberger for prior services rendered in Iran and for the maintenance of such amounts previously received. One non-US subsidiary also maintains an account at Tejarat for payment of local expenses such as taxes. Schlumberger anticipates that it will discontinue dealings with Saderat and Tejarat following the receipt of all amounts owed to Schlumberger for prior services rendered in Iran.

During the fourth quarter of 2016, a non-US subsidiary entered into a memorandum of understanding ("MOU") with NIOC relating to the non-disclosure of data required for the technical evaluation of an oilfield project. In the first quarter of 2017, the Schlumberger subsidiary provided NIOC with written notice that it was terminating the MOU, effective March 11, 2017. The MOU did not involve the provision of services.

Item 6. Exhibits.

Exhibit 3.1—Articles of Incorporation of Schlumberger Limited (Schlumberger N.V.) (incorporated by reference to Exhibit 3.1 to Schlumberger's Current Report on Form 8-K filed on April 6, 2016)

Exhibit 3.2—Amended and Restated By-laws of Schlumberger Limited (Schlumberger N.V.) (incorporated by reference to Exhibit 3.1 to Schlumberger's Current Report on Form 8-K filed on January 19, 2017)

*Exhibit 10.1—Form of Two-Year Performance Share Unit Award Agreement under the Schlumberger 2013 Omnibus Stock Incentive Plan (+)

*Exhibit 10.2—Form of Three-Year Performance Share Unit Award Agreement under the Schlumberger 2013 Omnibus Stock Incentive Plan 2017 (+)

*Exhibit 10.3—Form of Schlumberger Omnibus Stock Incentive Plan Restricted Stock Unit Award Agreement for France (+)

*Exhibit 10.4—Form of Schlumberger Omnibus Stock Incentive Plan Restricted Stock Unit Award Agreement(+)

*Exhibit 10.5—Form of Schlumberger Omnibus Stock Incentive Plan Non-Qualified Stock Option Agreement(+)

*Exhibit 10.6—Form of Schlumberger Omnibus Stock Incentive Plan Incentive Stock Option Agreement(+)

* Exhibit 31.1—Certification of Chief Executive Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

* Exhibit 31.2—Certification of Chief Financial Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

** Exhibit 32.1—Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

** Exhibit 32.2—Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

* Exhibit 95—Mine Safety Disclosures

* Exhibit 101—The following materials from Schlumberger Limited's Quarterly Report on Form 10-Q for the quarter ended March 31, 2017, formatted in XBRL (Extensible Business Reporting Language): (i) Consolidated Statement of Income; (ii) Consolidated Statement of Comprehensive Income; (iii) Consolidated Balance Sheet; (iv) Consolidated Statement of Cash Flows; (v) Consolidated Statement of Equity and (vi) Notes to Consolidated Financial Statements.

* Filed with this Form 10-Q.
** Furnished with this Form 10-Q.
(+) Compensatory plan or arrangement.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized and in his capacity as Chief Accounting Officer.

Schlumberger Limited
(Registrant)

Date: April 26, 2017

/s/ Howard Guild
Howard Guild
Chief Accounting Officer and Duly Authorized Signatory

Schlumberger

SCHLUMBERGER 2013 OMNIBUS STOCK INCENTIVE PLAN
2017 PERFORMANCE SHARE UNIT AWARD AGREEMENT
(*Includes Confidentiality, Intellectual Property, Non-Competition, and Non-Solicitation Provisions in Section 11 and Attachment II.*)

Performance Period: [ ] and [ ]

This Performance Share Unit Award Agreement (as may be amended, the "Agreement") is granted effective as of [ ] (the "Grant Date") by Schlumberger Limited (the "Company"), for the benefit of _____ ("Employee"), pursuant to the Schlumberger 2013 Omnibus Stock Incentive Plan, as may be amended (the "Plan").

1. Award. In consideration of Employee's continued employment as hereinafter set forth, the Company hereby grants to Employee an award of "Performance Share Units," provided that (except as otherwise provided in Section 2(c)) the final number of Performance Share Units will be determined in accordance with the performance criteria set forth on Attachment I. The target Performance Share Units subject to this award is set forth in an award letter previously delivered to Employee and the Notice of Grant of Award of Performance-based Restricted Stock Units attached hereto. The Performance Share Units are notional units of measurement denominated in shares of common stock of the Company, $.01 par value per share ("Common Stock"). Each Performance Share Unit represents a right to receive one share of Restricted Stock (as defined in the Plan), subject to the conditions and restrictions on transferability set forth herein and in the Plan.

2. Conversion of Performance Share Units. The period of time between January 1, [ ] and December 31, [ ] is the "Performance Period." The Performance Share Units will be earned and converted into shares of Restricted Stock as follows:

(a) As soon as practicable following the end of the Performance Period, a number of Performance Share Units will convert into shares of Restricted Stock on the date determined by the Compensation Committee of the Board of Directors ("Committee, and such date the "Conversion Date") based on the extent to which the Company has satisfied the performance condition set forth on Attachment I to this Agreement, provided that Employee remains continuously employed by the Company or any of its Subsidiaries from the Grant Date through the Conversion Date and has not experienced a Termination of Employment (as defined in Section 14(v) below) as of the Conversion Date. Except as provided in Sections 2(b) and 2(c) below, if there is any Termination of Employment during the period from and between the Grant Date until and including the Conversion Date, Employee will immediately and automatically forfeit all Performance Share Units. Any questions as to whether and when there has been a Termination of Employment, and the cause of such termination, will be resolved by the Committee in its sole discretion, and its determination will be final.

(b) If Employee's Termination of Employment occurs due to Retirement (as defined in Section 14(q) below) or Special Retirement (as defined in Section 14(t) below), the Performance Share Units will convert into shares of Restricted Stock in accordance with Section 2(a) above as if Employee had remained continuously employed by the Company or any of its Subsidiaries from the Grant Date through the Conversion Date. The shares of Restricted Stock that are received on the conversion of the Performance Share Units will be subject to the Transfer Restrictions (as defined in Section 7).

(c) If Employee's Termination of Employment occurs due to Disability (as defined in Section 14(h) below) or death, then immediately on the occurrence of such Termination of Employment, the target number of Performance Share Units will convert into shares of Common Stock. For the avoidance of doubt, the shares of Common Stock that are received on the conversion of the Performance Share Units pursuant to this Section 2(c) will not be subject to the Transfer Restrictions.

(d) If Employee ceases to be employed in a position eligible to receive Performance Share Units pursuant to this Agreement (as determined by the Committee in its sole and absolute discretion) (an "Eligible Position") the Performance Share Units will convert into shares of Restricted Stock in accordance with Section 2(a) above, provided that Employee (x) remains continuously employed by the Company or any of its Subsidiaries from the Grant Date through the Conversion Date or (y) experiences a Qualifying Termination after Employee ceases to be employed in an Eligible Position. The shares of Restricted Stock that are received on the conversion of the Performance Share Units pursuant to clause (x) will be subject to the Transfer Restrictions and the Vesting Conditions (as defined in Section 6). For the avoidance of doubt, if Employee experiences a Termination of Employment due to Disability or death after Employee ceases to be employed in an Eligible Position, the provisions of Section 2(c), will control.

3. Settlement of Performance Share Units. Earned Performance Share Units will be converted into shares of Restricted Stock on the Conversion Date, and such shares of Restricted Stock will be subject to the Vesting Conditions and the Transfer Restrictions. The conversion will be accomplished by the issuance of shares of Restricted Stock through, in the discretion of the Company, book entry registration or the delivery of share certificates bearing such legends as the Company determines to be appropriate.

4. Forfeitures of Performance Share Units.

(a) At any time during the Measurement Period, upon a Termination of Employment for any reason that does not result in a continuation of vesting pursuant to Section 2, Employee will immediately and automatically forfeit all unconverted Performance Share Units, without the payment of any consideration. Upon forfeiture, neither Employee nor any successors, heirs, assigns or legal representatives of Employee will thereafter have any further rights or interest in the Performance Share Units.

(b) Notwithstanding any provision in this Agreement to the contrary, if at any time during the Measurement Period, Employee engages in Detrimental Activity (as defined in Section 14(f)), Employee will immediately and automatically forfeit all Performance Share Units without the payment of any consideration. Upon forfeiture, neither Employee nor any successors, heirs, assigns or legal representatives of Employee will thereafter have any further rights or interest in the unvested Performance Share Units.

5. Restrictions on Transfer of Performance Share Units.

(a) Performance Share Units granted hereunder to Employee may not be transferred, sold, pledged, exchanged, hypothecated, transferred, encumbered or otherwise disposed of, in any case whether voluntarily or involuntarily, by operation of law or otherwise (any of the foregoing, a "Transfer"), other than (i) to the Company as a result of the forfeiture of Performance Share Units, or (ii) by will or the laws of descent and distribution. Payment of Performance Share Units after Employee's death will be made to Employee's estate or, in the sole and absolute discretion of the Committee, to the person or persons entitled to receive such payment under applicable laws of descent and distribution.

(b) Consistent with the foregoing, no right or benefit under this Agreement will be subject to Transfer, and any such attempt to Transfer, will have no effect and be void. No right or benefit hereunder will in any manner be liable for or subject to any debts, contracts, liabilities or torts of the person entitled to such benefits. If Employee attempts to Transfer any right or benefit hereunder or if any creditor attempts to subject the same to a writ of garnishment, attachment, execution, sequestration, or any other form of process or involuntary lien or seizure, then such attempt will have no effect and be void and immediately upon any such attempt the Performance Share Units will terminate and become of no further effect.

6. Vesting of Restricted Stock. The shares of Restricted Stock that are received on the conversion of the Performance Share Units will be subject to the following vesting conditions (the "Vesting Conditions"):

(a) Except as provided in Sections 6(b) and 6(c) below, if there is any Termination of Employment during the period from and between the Conversion Date until and including the one-year anniversary of the Conversion Date (the "Vesting Date"), Employee will immediately and automatically forfeit all shares of Restricted Stock. Upon forfeiture, neither Employee nor any successors, heirs, assigns or legal representatives of Employee will thereafter have any further rights or interest in the shares of Restricted Stock.

(b) If Employee's Termination of Employment occurs due to Retirement or Special Retirement, the shares of Restricted Stock will not be forfeited, but will remain subject to the Transfer Restrictions through the Vesting Date.

(c) If Employee's Termination of Employment occurs due to Disability or death, then immediately upon the occurrence of such Termination of Employment, the shares of Restricted Stock will vest and will not be subject to the Transfer Restrictions.

(d) Notwithstanding any provision in this Agreement to the contrary, if at any time during following the Conversion Date and prior to the Vesting Date, Employee engages in Detrimental Activity, Employee will immediately and automatically forfeit all shares of Restricted Stock without the payment of any consideration. Upon forfeiture, neither Employee nor any successors, heirs, assigns or legal representatives of Employee will thereafter have any further rights or interest in the shares of Restricted Stock.

7. Restrictions on Transfer of Restricted Stock. The shares of Restricted Stock that are received on the conversion of the Performance Share Units may not be Transferred other than (i) any shares sold or retained by the Company pursuant to Section 9(a) below to fund the payment of any tax withholding obligation payable in connection with the conversion of the Performance Share Units into Restricted Stock; (ii) to the Company as a result of the forfeiture of the shares of Restricted Stock or (iii) by will or the laws of descent and distribution, until the Vesting Date, and these restrictions on transferability are referred to herein as the "Transfer

Restrictions." Any such attempted Transfer in violation of this Agreement will be void and the Company will not be bound thereby. Transfer of the shares of Restricted Stock in the event of Employee's death will be made to Employee's estate or, in the sole and absolute discretion of the Committee, to the person or persons entitled to receive such transfer under applicable laws of descent and distribution. Following the end of the Transfer Restrictions, the shares of Common Stock may not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities laws. The Employee agrees (A) that the Company may refuse to cause the transfer of the shares of Common Stock to be registered on the applicable stock transfer records if such proposed Transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of any applicable securities law, and (B) that the Company may give related instructions to the transfer agent, if any, to stop registration of the transfer of the shares of Common Stock.

8. Rights as a Stockholder. Employee will have no rights as a stockholder of the Company with regard to the Performance Share Units. Rights as a stockholder of the Company will arise only when the Performance Share Units are settled in shares of Restricted Stock pursuant to Section 3 above. The Employee will be entitled to vote the shares of Restricted Stock. If any dividends are paid to holders of unrestricted shares of Common Stock prior to the satisfaction of the Vesting Conditions, Employee will receive a cash amount equal to the dividends that would have been paid on an equivalent number of shares of unrestricted Common Stock while Employee held the shares of Restricted Stock and prior to satisfaction of the Vesting Conditions, with such payment to be made within fifteen (15) days following the satisfaction of the Vesting Conditions (or, with respect to shares of Restricted Stock no longer subject to the Vesting Conditions (because Employee would be eligible for vesting due to Retirement or Special Retirement pursuant to Sections 6(b)), within fifteen (15) days following the payment of dividends to holders of unrestricted shares of Common Stock).

9. Taxes.

(a) To the extent that the receipt of Performance Share Units or Restricted Stock hereunder or the payment upon lapse of any restrictions results in income to Employee for federal or state income tax purposes or in any other cases where the Company holds the view that it is obligated to withhold taxes, Employee shall deliver to the Company immediately prior to the time of such receipt or lapse, as the case may be, such amount of money or shares of Common Stock owned by Employee, at Employee's election, as the Company may require to meet its obligation under applicable tax laws or regulations, and, if Employee fails to do so, the Company is authorized to withhold a number of Performance Share Units or Restricted Stock (as applicable) or cash or other form of remuneration then or thereafter payable to Employee equal to any tax required to be withheld due to reason of such resulting compensation income. The Performance Share Units are intended to be "short-term deferrals" exempt from Section 409A of the Internal Revenue Code and will be construed and interpreted accordingly.

(b) Employee will be permitted to make an election under Section 83(b) of the Internal Revenue Code to include an amount in income in respect of the shares of Restricted Stock in accordance with the requirements of Section 83(b) of the Internal Revenue Code. Any such election must be made within 30 days following the Conversion Date, will require filing of such election with the Internal Revenue Service and the Company and will require arrangements for withholding to be made pursuant to Section 9(a) as of such date. The Company does not provide tax advice with respect to the advisability of making a Section 83(b) election, and Employee is strongly encouraged to consult with their his or her own tax advisor regarding the consequences of making a Section 83(b) election.

10. Changes in Capital Structure. As more fully described in the Plan, if the outstanding shares of Common Stock at any time are changed or exchanged by declaration of a stock dividend, stock split, combination of shares, or recapitalization, the number and kind of Performance Share Units or share of Restricted Stock (as applicable) will be appropriately and equitably adjusted so as to maintain their equivalence to the proportionate number of shares.

11. Confidential Information, Intellectual Property and Noncompetition. **Employee acknowledges that Employee is in possession of and has access to confidential information of the Company and its Subsidiaries, including material relating to the business, products and services of the Company, and that he or she will continue to have such possession and access during employment by the Company and its Subsidiaries. Employee also acknowledges that the business, products and services of the Company and its Subsidiaries are highly specialized and that it is essential that they be protected. Accordingly, Employee agrees to be bound by the terms and conditions set forth on Attachment II.**

12. Compliance With Securities Laws. The Company will not be required to deliver any shares of Common Stock pursuant to this Agreement if, in the opinion of counsel for the Company, such issuance would violate the Securities Act of 1933, as amended, or any other applicable federal or state securities laws or regulations or the laws of any other country. Prior to the issuance of any shares of Common Stock pursuant to this Agreement, the Company may require that Employee (or Employee's legal representative upon Employee's death or Disability) enter into such written representations, warranties and agreements as the Company may reasonably request in order to comply with applicable securities laws or with this Agreement.

13. Limitation of Rights. Nothing in this Agreement or the Plan may be construed to:

(a) give Employee or any other person or entity any right to be awarded any further Performance Share Units (or other form of stock incentive awards) other than in the sole discretion of the Committee;

(b) give Employee or any other person or entity any interest in any fund or in any specified asset or assets of the Company (other than the Performance Share Units or Restricted Stock); or

(c) confer upon Employee or any other person or entity the right to continue in the employment or service of the Company or any Subsidiary.

14. Definitions.

(a) "Agreement" is defined in the introduction.

(b) "Clawback Policy" is defined in Section 15(i).

(c) "Committee" is defined in Section 2(a).

(d) "Common Stock" is defined in Section 1.

(e) "Company" is defined in the introduction.

(f) "Detrimental Activity" means activity that is determined by the Committee in its sole and absolute discretion to be detrimental to the interests of the Company or any of its Subsidiaries, including but not limited to a breach of Attachment II or any situations where Employee: (i) divulges trade secrets, proprietary data or other confidential information relating to the Company or to the business of the Company and any Subsidiaries; (ii) enters into employment with or otherwise provides services to (A) any company listed, as of the date of Employee's Termination of Employment, on the Philadelphia Oil Service Sector Index (or any successor index) or (B) any affiliate of any such listed company, in either case under circumstances suggesting that Employee will be using unique or special knowledge gained as a Company employee or Subsidiary employee with the effect of competing with the Company or its Subsidiaries; (iii) enters into employment with or otherwise provides services to any Direct Competitor; (iv) engages or employs, or solicits or contacts with a view to the engagement or employment of, any person who is an employee of the Company or its Subsidiaries; (v) canvasses, solicits, approaches or entices away or causes to be canvassed, solicited, approached or enticed away from the Company or its Subsidiaries any person who or which is a customer of any of such entities during the Measurement Period; (vi) is determined to have engaged (whether or not prior to termination) in either gross misconduct or criminal activity harmful to the Company or a Subsidiary; or (vii) takes any action that otherwise harms the business interests, reputation, or goodwill of the Company or its Subsidiaries. The Committee may delegate, to an officer of the Company or to a subcommittee of the Committee, its authority to determine whether Employee has engaged in "Detrimental Activity."

(g) "Direct Competitor" means, as of the date of this Agreement any of the following: (i) Halliburton Company, Baker Hughes, Incorporated, Weatherford International plc, and any other oilfield equipment and services company; and (ii) any entity engaged in seismic data acquisition, processing and reservoir geosciences services to the oil and natural gas industry, including in all cases in (i) and (ii) above, any and all of their parents, subsidiaries, affiliates, joint ventures, divisions, successors, or assigns.

(h) "Disability" means such disability (whether physical or mental impairment) which totally and permanently incapacitates Employee from any gainful employment in any field which Employee is suited by education, training, or experience, as determined by the Committee in its sole and absolute discretion.

(i) "Eligible Position" is defined in Section 2(d).

(j) "Employee" is defined in the introduction.

(k) "Fair Market Value" means, with respect to a share of Common Stock on a particular date, the mean between the highest and lowest composite sales price per share of the Common Stock, as reported on the consolidated transaction reporting system for the New York Stock Exchange for that date, or, if there is no such reported prices for that date, the reported mean price on the last preceding date on which a composite sale or sales were effected on one or more of the exchanges on which the shares of Common Stock were traded will be the Fair Market Value.

(l) “Grant Date” is defined in the introduction.

(m) “Measurement Period” means the period of time between January 1, 2017 and the Conversion Date.

(n) “Performance Period” is defined in Section 2

(o) “Performance Share Units” is defined in Section 1.

(p) “Plan” is defined in the introduction.

(q) “Retirement” means either: (i) Employee’s voluntary election to retire from employment with the Company and its Subsidiaries at any time after Employee has reached both the age of 60 and 25 years of service, or (ii) Employee’s voluntary election to retire from employment with the Company and its Subsidiaries at any time after Employee has reached both the age of 55 and 20 years of service, subject, however, to the approval of either (A) the Committee, if Employee is an executive officer of the Company at the time of Employee’s election to retire, or (B) the Retirement Committee, if Employee is not an executive officer of the Company at the time of Employee’s election to retire, which approval under clauses (A) or (B) may be granted or withheld in the sole discretion of the Committee or the Retirement Committee, as applicable.

(r) “Retirement Committee” means a committee consisting of the Company’s Vice President of Human Resources, the Director of HR Operations and the Compensation & Benefits Manager.

(s) “Settlement Date” is defined in Section 3.

(t) “Special Retirement” means the Termination of Employment of Employee with the Company and all Subsidiaries at or after (i) age 55 or (ii) age 50 and completion of at least 10 years of service with the Company and all Subsidiaries.

(u) “Subsidiary” means (i) in the case of a corporation, a “subsidiary corporation” of the Company as defined in Section 424(f) of the Internal Revenue Code and (ii) in the case of a partnership or other business entity not organized as a corporation, any such business entity of which the Company directly or indirectly owns 50% or more of the voting, capital or profits interests (whether in the form of partnership interests, membership interests or otherwise).

(v) “Termination of Employment” means the termination of Employee’s employment with the Company and its Subsidiaries; provided, however, that temporary absences from employment because of illness, vacation or leave of absence and transfers among the Company and its Subsidiaries are not considered a Termination of Employment.

(w) “Transfer” is defined in Section 5(a).

(x) “Transfer Restrictions” is defined in Section 7.

(y) “Vesting Conditions” is defined in Section 6.

(z) “Vesting Date” is defined in Section 6.

15. Miscellaneous.

(a) Employee hereby acknowledges that he or she is to consult with and rely upon only Employee’s own tax, legal, and financial advisors regarding the consequences and risks of this Agreement and any award of Performance Share Units.

(b) This Agreement will bind and inure to the benefit of and be enforceable by Employee, the Company and their respective permitted successors or assigns (including personal representatives, heirs and legatees). Employee may not assign any rights or obligations under this Agreement except to the extent, and in the manner, expressly permitted herein.

(c) The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.

(d) This Agreement may not be amended or modified except by a written agreement executed by the Company and Employee or their respective heirs, successors, assigns and legal representatives. The captions of this Agreement are not part of the provisions hereof and are of no force or effect.

(e) The failure of Employee or the Company to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Employee or the Company may have under this Agreement will not be deemed to be a waiver of such provision or right or any other provision or right herein.

(f) Employee and the Company agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

(g) This Agreement, including all Attachments hereto, and the Plan (i) constitute the entire agreement among the Employee and the Company with respect to the Performance Share Units and this Agreement supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof; and (ii) are not intended to confer upon any other Person any rights or remedies hereunder. Employee and the Company agree that (A) no one (including its agents and representatives) has made any representation, warranty, covenant or agreement to or with such party relating to the Performance Share Units other than those expressly set forth herein or in the Plan, and (B) such party has not relied upon any representation, warranty, covenant or agreement relating to the Performance Share Units, other than those referred to in clause (A) above.

(h) As Employee may work in various locations and to eliminate potential uncertainty over the governing law, this Agreement (including, for the sake of clarity, all Attachments) shall be interpreted and construed exclusively in accordance with the laws of the State of Texas. Employee agrees that Texas, as Company's United States headquarters, has a greater legal interest in matters relating to this Agreement than any other state, has a greater public policy interest in matters relating to this Agreement than any other state, and has a greater factual relationship to matters relating to this Agreement than any other state. The sole, mandatory, and exclusive venue for any dispute arising from or related to Employee's employment with the Company and its Subsidiaries, and this Agreement (including, for the sake of clarity, all Attachments) shall lie and be deemed as convenient, in Fort Bend County, Texas, state or federal court without regard to the conflict of law provisions thereof, or, at Company's option, any venue in which personal jurisdiction over Employee may be established. Employee waives any objection he or she may have to the venue of any such proceeding being brought in Fort Bend County, Texas courts and waives any claim that any such action or proceeding brought in the Fort Bend County, Texas courts has been brought in an inconvenient forum. In addition, Employee irrevocably and unconditionally submits to the exclusive personal jurisdiction of the Fort Bend County, Texas courts in any such suit, action or proceeding. Employee acknowledges and agrees that a judgment in any such suit, action or proceeding brought in the Fort Bend County, Texas courts shall be conclusive and binding on Employee and may be enforced in any other courts to whose jurisdiction the Company or Employee is or may be subject to, by suit upon such judgment. Employee consents to the choice of law, jurisdiction and venue provisions of this Agreement and agrees that Employee will not contest these provisions in any future proceeding(s). EMPLOYEE AND COMPANY HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT OR ANY ATTACHMENT.

(i) Clawback Policy. The Company's policy on recoupment of performance-based bonuses, as amended from time to time (its "Clawback Policy"), will apply to the Performance Share Units, any shares of Common Stock delivered hereunder, and any profits realized on the sale of such shares to the extent that Employee is covered by the Clawback Policy. Employee acknowledges that if Employee is covered by such policy, the policy may result in the recoupment of Performance Share Units awarded, any shares of Common Stock delivered hereunder and profits realized on the sale of such shares either before, on or after the date on which Employee becomes subject to such policy.

16. Acceptance of Award. Employee is deemed to accept the award of Performance Share Units under this Agreement and to agree that such award is subject to the terms and conditions set forth in this Agreement and the Plan unless Employee provides the Company written notification not later than 10 days after Employee's receipt of this Agreement of Employee's rejection of this award of Performance Share Units (in which case such awards will be forfeited and Employee will have no further right or interest therein as of such date). Employee hereby accepts such terms and conditions, subject to the provisions of the Plan and administrative interpretations thereof. Employee further agrees that such terms and conditions will control this Agreement, notwithstanding any provisions in any employment agreement or in any prior awards.

ATTACHMENT I
Performance Conditions

Subject to the provisions of this Agreement, conversion of the Performance Share Units into shares of Restricted Stock is conditioned upon [ ].

The number of Performance Share Units that will vest on the vesting date will be equal to the product of (i) the target Performance Share Units and (ii) the Payout Factor (with any fractional shares rounded up to the next whole share).

ATTACHMENT II
Confidential Information, Intellectual Property,
Non-Compete, and Non-Solicitation Agreement

1. Definitions.

1.1. "Company Confidential Information" is any and all information in any form or format relating to the Company or any Affiliate (whether communicated orally, electronically, visually, or in writing), including but is not limited to technical information, software, databases, methods, know-how, formulae, compositions, drawings, designs, data, prototypes, processes, discoveries, machines, inventions, well logs or other data, equipment, drawings, notes, reports, manuals, business information, compensation data, clients lists, client preferences, client needs, client designs, financial information, credit information, pricing information, information relating to future plans, marketing strategies, new product research, pending projects and proposals, proprietary design processes, research and development strategies, information relating to employees, consultants and independent contractors including information relating to salaries, compensation, contracts, benefits, inceptive plans, positions, duties, qualifications, project knowledge, other valuable confidential information, intellectual property considered by the Company or any of its Affiliates to be confidential, trade secrets, patent applications, and related filings and similar items regardless of whether or not identified as confidential or proprietary. For the purposes of this Attachment II, Company Confidential Information also includes any type of information listed above generated by the Company or any of its Affiliates for client or that has been entrusted to the Company or any of its Affiliates by a client or other third party.

1.2. "Intellectual Property" is all patents, trademarks, copyrights, trade secrets, Company Confidential Information, new or useful arts, ideas, discoveries, inventions, improvements, software, business information, lists, designs, drawings, writings, contributions, works of authorship, findings or improvements, formulae, processes, product development, manufacturing techniques, business methods, information considered by Company to be confidential, tools, routines and methodology, documentation, systems, enhancements or modifications thereto, know-how, and developments, any derivative works and ideas whether or not patentable, and any other form of intellectual property.

1.3. "Pre-existing Intellectual Property" is all Intellectual Property that was authored, conceived, developed, or reduced to practice by Employee before the term of Employee's employment with the Company or any Affiliate began.

1.4 "Company Intellectual Property" is all Intellectual Property that was authored, conceived, developed, or reduced to practice by Employee (either solely or jointly with others), in the term of his/her employment: (a) at the Company's expense or the expense of any Affiliate; (b) using any of the Company's materials or facilities or the materials or facilities of any Affiliate; (c) during the Employee's working hours; or (d) that is applicable to any activity of Company or any of its Affiliates, including but not limited to business, research, or development activities. Company Intellectual Property may be originated or conceived during the term of Employee's employment but completed or reduced to practice thereafter. Company Intellectual Property will be deemed a "work made for hire" as that term is defined by the copyright laws of the United States. Company Intellectual Property includes any Pre-existing Intellectual Property assigned, licensed, or transferred to Company, and any Pre-existing Intellectual Property in which Company has a vested or executory interest.

1.5. "Affiliate" means any entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Company, where "control" in relation to a company means the direct or indirect ownership of at least fifty-percent of the voting securities or shares.

2. Employee agrees to comply with all of the Company's policies and codes of conduct as it may promulgate from time to time, including those related to confidential information and intellectual property. Nothing in those policies will be deemed to modify, reduce, or waive Employee's obligations in this Attachment II. In the event of any conflict or ambiguity, this Attachment II prevails.

3. Company does not wish to receive from Employee any confidential or proprietary information of a third party to which Employee owes an obligation of confidence. Employee will not disclose to Company or any of its Affiliates or use while employed by Company or any of its Affiliates any information for which he or she is subject to an obligation of confidentiality to any former employer or other third party. Employee represents that his or her duties as an employee of Company and Employee's performance of this Attachment II do not and will not breach any agreement or duty to keep in confidence information, knowledge, or data acquired by Employee outside of Employee's employment with Company or any of its Affiliates.

4. During the Employee's term of employment, the Company or, applicable its Affiliates, will provide Employee and Employee will receive access to Company Confidential Information that is proprietary, confidential, valuable, and relates to Company's business.

5. Other than in the proper performance of Employee's duties for the Company or any of its Affiliates, Employee agrees not publish, disclose or transfer to any person or third party, or use in any way other than in Company's business or that of or any of its Affiliates, any confidential information or material of Company or any of its Affiliates, including Company Confidential Information and Company Intellectual Property, either during or after employment with Company.

6. Except as required in performing Employee's duties for the Company or any of its Affiliates, Employee agrees not remove from Company's premises or its control any Company Confidential Information including but not limited to equipment, drawings, notes, reports, manuals, invention records, software, customer information, well logs or other data, or other material, whether produced by Employee or obtained from Company. This includes copying or transmitting such information via personal digital devices, mobile phones, external hard drives, USB "flash" drives, USB storage devices, FireWire storage devices, floppy discs, CD's, DVD's, personal email accounts, online or cloud storage accounts, memory cards, Zip discs, and any other similar media or means of transmitting, storing or archiving data outside of Schlumberger-supported systems.

7. During the term of employment with Company or any of its Affiliates, Employee agrees not to engage, as an employee, officer, director, consultant, partner, owner or another capacity, in any activity or business competitive to that of the Company or any of its Affiliates.

8. Employee agrees to deliver all Company Confidential Information and materials to Company immediately upon request, and in any event upon termination of employment. If any such Company Confidential Information has been stored on any personal electronic data storage device, including a home or personal computer, or personal email, online or cloud storage accounts, Employee agrees to notify the Company and its Affiliates and make available the device and account to the Company for inspection and removal of the information.

9. Employee recognizes and acknowledges that Company Confidential Information constitutes protectable information belonging to Company and its Affiliates, including deemed trade secrets defined under applicable laws. In order to protect Company and its Affiliates against any unauthorized use or disclosure of Company Confidential Information and in exchange for the Company's promise to provide Employee with access to Company Confidential Information and other consideration during employment with Company and its Affiliates, Employee agrees that for a period of one year following the end of employment with Company, Employee will not within the Restricted Territory directly or indirectly work for or assist (whether as an owner, employee, consultant, contractor or otherwise) any business or commercial operation whose business directly or indirectly competes with any area of the Company's business in which Employee was employed by Company. Moreover, Employee agrees that Company may provide a copy of this Attachment II to any entity for whom Employee provides services in the one-year period following the date of termination of Employee's employment with Company and its Affiliates. In the event of breach by the Employee, the specified period will be extended by the period of time of the breach.

Employee recognizes and acknowledges that the business, research, products, and services of Company and its Affiliates are by nature worldwide in scope, and that Company and its Affiliates are not required to maintain a physical location in close proximity to its customers. Employee agrees that in order to protect Company Confidential Information, business interests and goodwill, the "Restricted Territory" includes any county, parish, borough, or foreign equivalent: (1) in which Company has customers or service assignments about which Employee received or obtained Company Confidential Information during his/her employment with Company; (2) in which Employee had a customer or service assignment for Company in the one-year period preceding Employee's termination; or (3) in which Company had a work site, job site, facility, or office, at which Employee had a work activity for Company in the one-year period preceding Employee's termination. With respect to competitive activities in Louisiana, the Restricted Territory will be limited to the following parishes: Acadia, Allen, Bossier, Caddo, Calcasieu, Cameron, Claiborne, De Soto, Evangeline, Iberia, Jefferson, Lafayette, Lafourche, Orleans, Ouachita, Plaquemines, Red River, Sabine, St. Charles, St. Landry, St. Mary's, Tangipahoa, Terrabone, Union, Vermillion, and West Baton Rouge.

10. Company has attempted to place the most reasonable limitations on Employee's subsequent employment opportunities consistent with the protection of Company's and its Affiliates' valuable trade secrets, Company Confidential Information, business interests, and goodwill. Employee acknowledges that the limitations contained herein, especially limitations as to time, scope, and geography, are reasonable. In order to accommodate Employee in obtaining subsequent employment, Company and its Affiliates may, in their discretion, grant a waiver of one or more of the restrictions on subsequent employment herein. A request for a waiver must be in writing and must be received by Company at least 45 days before the proposed starting date of the employment for which Employee is seeking a waiver. The request must include the full name and address of the organization with which Employee is seeking employment; the department or area in which Employee proposes to work; the position or job title to be held by Employee; and a complete description of the duties Employee expects to perform for such employer. The decision to grant a waiver will be in the Company's discretion. If Company decides to grant a waiver, the waiver may be subject to such restrictions or conditions as Company may impose and will not constitute a waiver of any other term.

11. While employed by Company and its Affiliates, and during the 18-month period or after employment with Company and its Affiliates ends, Employee will not directly nor indirectly, on Employee's own behalf or on behalf of any person or entity, recruit, hire, solicit, or assist others in recruiting, hiring, or soliciting any person, who is, at the time of the recruiting, hiring, or solicitation, an employee, consultant, or contractor of Company to leave Company and its Affiliates, diminish their relationship with the Company and its Affiliates, or work for a competing business. This restriction will be limited to persons: (1) with whom Employee had contact or business dealings while employed by Company and its Affiliates; (2) who worked in Employee's business unit (Group); or (3) about whom Employee had access to confidential information. In the event of breach by the Employee, the specified period will be extended by the period of time of the breach.

12. While employed by Company and its Affiliates, and during the 18-month period after employment with the Company and its Affiliates ends, Employee will not, directly or indirectly, on behalf of himself or others, contact for business purposes, solicit or provide services to clients, or entities considered prospective clients, of Company and its Affiliates for the purpose of selling products or services of the types for which Employee had responsibility or knowledge, or for which Employee had access to Company Confidential Information while employed by the Company and its Affiliates. This restriction applies only to clients of the Company and its Affiliates and entities considered prospective clients by the Company and its Affiliates with whom Employee had contact during the two years prior to the end of his/her employment with the Company and its Affiliates.

13. (a) Employee acknowledges that Company has agreed to provide Employee with Company Confidential Information during Employee's employment with Company and its Affiliates. Employee further acknowledges that, if Employee was to leave the employ of Company and its Affiliates for any reason and use or disclose Company Confidential Information, that use or disclosure would cause Company and its Affiliates irreparable harm and injury for which no adequate remedy at law exists. Therefore, in the event of the breach or threatened breach of the provisions of this Attachment II by Employee, Company and its Affiliates will be entitled to: **(i) recover from the Employee the value of any portion of the Award that has been paid or delivered; (ii) seek injunctive relief against the Employee pursuant to the provisions of subsection (b) below; (iii) recover all damages, court costs, and attorneys' fees incurred by the Company in enforcing the provisions of this Award, and (iv) set-off any such sums to which the Company or any of its Affiliates may be entitled hereunder against any sum which may be owed the Employee by the Company and its Affiliates.**

(b) Because of the difficulty of measuring economic losses to the Company or Employer as a result of a breach of the foregoing covenants, and because of the immediate and irreparable damage that could be caused to the Company for which it would have no other adequate remedy, the Employee agrees that the foregoing covenants may be enforced by the Company in the event of breach by him/her by injunction relief and restraining order, without the necessity of posting a bond, and that such enforcement will not be the Company's exclusive remedy for a breach but instead will be in addition to all other rights and remedies available to the Company.

(c) Each of the covenants in this Attachment II will be construed as an agreement independent of any other provision in this Attachment II, and the existence of any claim or cause of action of the Employee against the Company, whether predicated on this Attachment II or otherwise, will not constitute a defense to the enforcement by the Company of such covenants or provisions.

Employee acknowledges that the remedies contained in the Attachment II for violation of this Attachment II are not the exclusive remedies that Company may pursue.

14. Employee agrees to promptly disclose in writing to Company all Company Intellectual Property conceived, developed, improved or reduced to practice by Employee during Employee's employment with Company and its Affiliates.

Employee will disclose to Company Employee's complete written record of any Company Intellectual Property, including any patent applications, correspondence with patent agents and patent offices, research, written descriptions of the technology, test data, market data, notes, and any other information relating to Company Intellectual Property. Employee will also identify all co-inventors, co-authors, co-composers, partners, joint venture partners and their employees, assistants, or other people to whom the Company Intellectual Property was disclosed in whole or in part, who participated in developing the Company Intellectual Property, or who claim an interest in the Company Intellectual Property. Employee's disclosure will conform to the policies and procedures in place at the time governing such disclosures.

During and after employment with Company, Employee will assist Company in establishing and enforcing intellectual property protection, including obtaining patents, copyrights, or other protections for inventions and copyrightable materials, including participating in, or, if necessary, joining any suit (for which Employee's reasonable expenses will be reimbursed), or including completing and any signing documents necessary to secure such protections, such contracts, assignments, indicia of ownership, agreements, or any other related documents pertaining to Company Intellectual Property which Company may, in its sole discretion, determine to obtain.

Employee agrees to assign and hereby assigns to Company all Company Intellectual Property including any and all rights, title, and ownership interests that Employee may have in or to Company Intellectual Property patent application, including copyright and any tangible media embodying such Company Intellectual Property, during and subsequent to Employee's employment. Company has and will have the royalty-free right to use or otherwise exploit Company Intellectual Property without any further agreement between Company and Employee. Company Intellectual Property remains the exclusive property of Company whether or not deemed to be a "work made for hire" within the meaning of the copyright laws of the United States. For clarity, Employee does not hereby assign or agree to assign any Pre-existing Intellectual Property to Company.

Employee is hereby notified that certain statutes in some U.S. states relate to ownership and assignment of inventions. At relevant locations and in accordance with those statutes, Company agrees that this Attachment II does not apply to an invention developed by Employee entirely on his or her own time without use of the Company Group's equipment, supplies, facilities, systems, or confidential information, except for inventions that relate to Company Group's business, or actual or anticipate research or development of Company Group or work performed by Employee for Company Group. For this purpose, "Company Group" means the Company and all Affiliates.

Employee will not destroy, modify, alter, or secret any document, tangible thing, or information relating to Company Intellectual Property or Company Confidential Information except as occurs in the ordinary performance of Employee's employment.

15. Waiver of any term of this Attachment II by Company will not operate as a waiver of any other term of this Attachment II. A failure to enforce any provision of this Attachment II will not operate as a waiver of Company's right to enforce any other provision of this Attachment II.

16. Employee represents and warrants that Employee is not a party to any other agreement that will interfere with Employee's full compliance with this Attachment II or that otherwise may restrict Employee's employment by Company or the performance of Employee's duties for Company. Employee agrees not to enter into any agreement, whether oral or written, in conflict with this Attachment II.

17. This Attachment II may be enforced by, will inure to the benefit of, and be binding upon Company, its successors, and assigns. This Attachment II is binding upon Employee's heirs and legal representatives.

18. Nothing in this Attachment II prohibits Employee from reporting possible violation of federal law or regulation to any governmental agency or entity, or making disclosures that are protected under a "whistleblower" provision of federal law or regulation.

19. If Employee is employed by an Affiliate of the Company or by accepting a transfer to an Affiliate of Company, Employee agrees to the automatic application of all of the terms of this Attachment II to said Affiliate contemporaneously with the acceptance of such transfer, subject to subsequent agreements, if any, executed by Employee and Affiliate of Company or Company, and to the fullest extent allowed by law.

20. Should any portion of this Attachment II be held invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the other portions of this Attachment II. The parties hereby agree that any portion held to be invalid, unenforceable, or void will be deemed amended, reduced in scope or deleted to the extent required to be valid and enforceable in the jurisdiction of such holding. The parties agree that, upon a judicial finding of invalidity, unenforceability, or void, the court so finding may reform the agreement to the extent necessary for enforceability, and enter an order enforcing the reformed Attachment II. No court ordered reformation or amendment will give rise to a finding of knowing, willful, or bad faith unreasonableness against Company regarding this Attachment II.

21. This Confidential Information, Intellectual Property, Non-Compete, and Non-Solicitation Agreement supersedes any previous agreement, oral or written, between Employee and Company relating to the subject matter thereof.

APPENDIX: INTELLECTUAL PROPERTY ASSIGNMENT, DISCLOSURE AND WAIVER

The Attachment II, Confidential Information, Intellectual Property, and Non-Compete Agreement incorporates this Appendix, and Employee promises to comply with the terms in this Appendix, and all rules, procedures, policies, and requirements that Company may promulgate consistent with this Appendix.

Automatic Assignment

The Attachment II, Confidential Information, Intellectual Property, and Non-Compete Agreement contains assignment of all Company Intellectual Property.

Employee's Duty to Disclose

For all Company Intellectual Property, Employee will complete and submit to Company an IP Disclosure Form. Company's receipt or acceptance of an IP Disclosure Form does not constitute an admission or agreement to any responses contained therein, does not waive or modify any terms of any agreement between Company and Employee, and does not obligate or bind Company.

Employee must complete and submit an IP Disclosure Form at conception of the invention, any derivative ideas or works, and any improvements or changes to existing knowledge or technology, or as soon as possible thereafter. Employee has a continuing obligation to update the IP Disclosure Form to maintain the form's completeness and correctness.

Employee may obtain an IP Disclosure Form from the Intellectual Property Department. Employee will submit the completed form to the Intellectual Property Department. If desired, Employee may request waiver any time after submitting the IP Disclosure Form.

Employee must retain and prevent destruction of any material referenced in the IP Disclosure Form, including and not limited to photographs, drawings, schematics, diagrams, figures, testing and development logs, notes, journals, and results, applications to, correspondence with, or registrations from, any patent office, trademark office, copyright office, customs office, or other authority, contracts, licenses, assignments, liens, conveyances, pledges, or other documentation potentially affecting your ownership rights, marketing materials, web sites, press releases, brochures, or other promotional or informational material, any materials evidencing or related to reduction to practice, and other related documentation.

Waiver of Automatic Assignment

Company may, in its sole discretion, waive the automatic assignment provision using such criteria as Company, in its sole discretion, may decide to use. No waiver of the automatic assignment provision is effective unless in a writing signed by a person authorized by the Company.

No waiver of the automatic assignment provision of any Company Intellectual Property relating to the business of the Company or arising out of Employee's employment with the Company will be effective without the submission of a complete and correct IP Disclosure Form. No waiver of the automatic assignment provision is effective if Employee's IP Disclosure Form is incomplete, incorrect, otherwise defective, or if any misrepresentation has been made. Employee is estopped from asserting waiver, and any waiver will be void and/or voidable, if the waiver is obtained in violation of the Attachment II, Confidential Information, Intellectual Property and Non-Compete Agreement, this Appendix, or obtained through fraud, negligence, failure to disclose, or incorrect, incomplete, or defective information on an IP Disclosure Form.

Schlumberger

SCHLUMBERGER 2013 OMNIBUS STOCK INCENTIVE PLAN
2017 PERFORMANCE SHARE UNIT AWARD AGREEMENT
(*Includes Confidentiality, Intellectual Property, Non-Competition, and Non-Solicitation Provisions in Section 9 and Attachment II*)

Performance Period: [ ], [ ] and [ ]

This Performance Share Unit Award Agreement (as may be amended, the "Agreement") is granted effective as of [ ] (the "Grant Date") by Schlumberger Limited (the "Company"), for the benefit of _____ ("Employee"), pursuant to the Schlumberger 2013 Omnibus Stock Incentive Plan, as may be amended (the "Plan").

1. Award. In consideration of Employee's continued employment as hereinafter set forth, the Company hereby grants to Employee an award of "Performance Share Units," provided that (except as otherwise provided in Section 2(c)) the final number of Performance Share Units will be determined in accordance with the performance criteria set forth on Attachment I to this Agreement. The target Performance Share Units subject to this award is set forth in an award letter previously delivered to Employee and the Notice of Grant of Award of Performance Share Units attached hereto. The Performance Share Units are notional units of measurement denominated in shares of common stock of the Company, $.01 par value per share ("Common Stock"). Each Performance Share Unit represents a right to receive one share of Common Stock or equivalent value, subject to the conditions and restrictions on transferability set forth herein and in the Plan.

2. Vesting of Performance Share Units. The period of time between January 1, [ ] and December 31, [ ] is the "Performance Period." The Performance Share Units will vest as follows:

(a) On the first Friday following the meeting of the Compensation Committee of the Board of Directors of the Company (the "Committee") in January [ ] (the "Vesting Date"), a number of Performance Share Units will vest based on the extent to which the Company has satisfied the performance conditions set forth on Attachment I, provided that Employee is continuously employed by the Company or any of its Subsidiaries from the Grant Date through the Vesting Date and has not experienced a Termination of Employment (as defined in Section 12(v) below) as of such date. Except as provided in Sections 2(b) and 2(c) below, if there is any Termination of Employment during the period from and between the Grant Date until and including the Vesting Date, Employee will immediately and automatically forfeit all Performance Share Units. Any questions as to whether and when there has been a Termination of Employment, and the cause of such termination, will be resolved by the Committee, and its determination will be final.

(b) If Employee's Termination of Employment occurs due to Retirement (as defined in Section 12(q) below) or Special Retirement (as defined in Section 12(t) below), the Performance Share Units will vest in accordance with Section 2(a) above as if Employee had remained continuously employed by the Company or any of its Subsidiaries from the Grant Date through the Vesting Date.

(c) If Employee's Termination of Employment occurs due to Disability (as defined in Section 12(h) below) or death, then immediately on the occurrence of such Termination of Employment, the target number of Performance Share Units will vest.

(d) If Employee ceases to be employed in a position eligible to receive Performance Share Units pursuant to this Agreement (as determined by the Committee in its sole and absolute discretion) (an "Eligible Position") the Performance Share Units will vest in accordance with Section 2(a) above, provided that Employee (x) remains continuously employed by the Company or any of its Subsidiaries from the Grant Date through the Vesting Date or (y) experiences a Qualifying Termination after Employee ceases to be employed in an Eligible Position. For the avoidance of doubt, if Employee experiences a Termination of Employment due to Disability or death after Employee ceases to be employed in an Eligible Position, the provisions of Section 2(c), will control.

3. Settlement of Performance Share Units. Payment of vested Performance Share Units will be made in shares of Common Stock as soon as administratively practicable, but in no event later than 2-1/2 months following the Vesting Date (the date of any such payment, the "Settlement Date"); provided, however, that the Committee may, in its sole and absolute discretion, settle the vested Performance Share Units in cash based on the Fair Market Value of the shares of Common Stock on the Settlement Date.

4. Forfeiture of Performance Share Units.

(a) At any time during the Performance Period and up to and including the Vesting Date, upon a Termination of Employment for any reason that does not result in a continuation of vesting pursuant to Section 2, Employee will immediately and automatically forfeit all unvested Performance Share Units, without the payment of any consideration. Upon forfeiture, neither Employee nor any successors, heirs, assigns or legal representatives of Employee will thereafter have any further rights or interest in the unvested Performance Share Units.

(b) Notwithstanding any provision in this Agreement to the contrary, if at any time during the Performance Period and up to and including the Vesting Date, Employee engages in Detrimental Activity (as defined in Section 12(f) below), Employee will immediately and automatically forfeit all Performance Share Units without the payment of any consideration. Upon forfeiture, neither Employee nor any successors, heirs, assigns or legal representatives of Employee will thereafter have any further rights or interest in the unvested Performance Share Units.

5. Restrictions on Transfer of Performance Share Units.

(a) Performance Share Units granted hereunder to Employee may not be sold, assigned, transferred, pledged or otherwise encumbered, whether voluntarily or involuntarily, by operation of law or otherwise (any of the foregoing, a "Transfer"), other than (i) to the Company as a result of the forfeiture of Performance Share Units, or (ii) by will or applicable laws of descent and distribution. Payment of Performance Share Units after Employee's death will be made to Employee's estate or, in the sole and absolute discretion of the Committee, to the person or persons entitled to receive such payment under applicable laws of descent and distribution.

(b) Consistent with the foregoing, no right or benefit under this Agreement will be subject to Transfer, and any such attempt to Transfer will have no effect and be void. No right or benefit hereunder will in any manner be liable for or subject to any debts, contracts, liabilities or torts of the person entitled to such benefits. If Employee attempts to Transfer any right or benefit hereunder or if any creditor attempts to subject the same to a writ of garnishment, attachment, execution, sequestration, or any other form of process or involuntary lien or seizure, then such attempt will have no effect and be void and immediately upon any such attempt the Performance Share Units will terminate and become of no further effect.

6. Rights as a Stockholder. Employee will have no rights as a stockholder of the Company with regard to the Performance Share Units. Rights as a stockholder of the Company will arise only if the Performance Share Units are settled in shares of Common Stock pursuant to Section 3 above.

7. Taxes. To the extent that the receipt of Performance Share Units hereunder or the payment upon lapse of any restrictions results in income to Employee for federal or state income tax purposes or in any other cases where the Company holds the view that it is obligated to withhold taxes, Employee shall deliver to the Company immediately prior to the time of such receipt or lapse, as the case may be, such amount of money or shares of Common Stock owned by Employee, at Employee's election, as the Company may require to meet its obligation under applicable tax laws or regulations, and, if Employee fails to do so, the Company is authorized to withhold for a number of Performance Share Units or cash or other form of remuneration then or thereafter payable to Employee equal to any tax required to be withheld due to reason of such resulting compensation income. The Performance Share Units are intended to be "short-term deferrals" exempt from Section 409A of the U.S. Internal Revenue Code, as amended, and will be construed and interpreted accordingly.

8. Changes in Capital Structure. As more fully described in the Plan, if the outstanding shares of Common Stock at any time are changed or exchanged by declaration of a stock dividend, stock split, combination of shares, or recapitalization, the number and kind of Performance Share Units will be appropriately and equitably adjusted so as to maintain their equivalence to the proportionate number of shares.

9. Confidential Information, Intellectual Property and Noncompetition. **Employee acknowledges that Employee is in possession of and has access to confidential information of the Company and its Subsidiaries, including material relating to the business, products and services of the Company and its Subsidiaries, and that he or she will continue to have such possession and access during employment by the Company and its Subsidiaries. Employee also acknowledges that the business, products and services of the Company and its Subsidiaries are highly specialized and that it is essential that they be protected. Accordingly, Employee agrees to be bound by the terms and conditions set forth on Attachment II.**

10. Compliance With Securities Laws. The Company will not be required to deliver any shares of Common Stock pursuant to this Agreement if, in the opinion of counsel for the Company, such issuance would violate the Securities Act of 1933, as amended, or any other applicable federal or state securities laws or regulations or the laws of any other country. Prior to the issuance of any shares of Common Stock pursuant to this Agreement, the Company may require that Employee (or Employee's legal representative

upon Employee's death or Disability) enter into such written representations, warranties and agreements as the Company may reasonably request in order to comply with applicable securities laws or with this Agreement.

11. Limitation of Rights. Nothing in this Agreement or the Plan may be construed to:

(a) give Employee or any other person or entity any right to be awarded any further Performance Share Units (or other form of stock incentive awards) other than in the sole discretion of the Committee;

(b) give Employee or any other person or entity any interest in any fund or in any specified asset or assets of the Company (other than the Performance Share Units); or

(c) confer upon Employee or any other person or entity the right to continue in the employment or service of the Company or any Subsidiary.

12. Definitions.

(a) "Agreement" is defined in the introduction.

(b) "Clawback Policy" is defined in Section 13(i).

(c) "Committee" is defined in Section 2(a).

(d) "Common Stock" is defined in Section 1.

(e) "Company" is defined in the introduction.

(f) "Detrimental Activity" means activity that is determined by the Committee in its sole and absolute discretion to be detrimental to the interests of the Company or any of its Subsidiaries, including but not limited to any breach of Attachment II or any situations where Employee: (i) divulges trade secrets, proprietary data or other confidential information relating to the Company or to the business of the Company and any Subsidiaries; (ii) enters into employment with or otherwise provides services to (A) any company listed, as of the date of Employee's Termination of Employment, on the Philadelphia Oil Service Sector Index (or any successor index) or (B) any affiliate of any such listed company, in either case under circumstances suggesting that Employee will be using unique or special knowledge gained as a Company employee or Subsidiary employee with the effect of competing with the Company or its Subsidiaries; (iii) enters into employment with or otherwise provides services to any Direct Competitor; (iv) engages or employs, or solicits or contacts with a view to the engagement or employment of, any person who is an employee of the Company or its Subsidiaries; (v) canvasses, solicits, approaches or entices away or causes to be canvassed, solicited, approached or enticed away from the Company or its Subsidiaries any person who or which is a customer of any of such entities during the Performance Period and up to and including the Vesting Date; (vi) is determined to have engaged (whether or not prior to termination) in either gross misconduct or criminal activity harmful to the Company or a Subsidiary; or (vii) takes any action that otherwise harms the business interests, reputation, or goodwill of the Company or its Subsidiaries. The Committee may delegate, to an officer of the Company or to a subcommittee of the Committee, its authority to determine whether Employee has engaged in "Detrimental Activity."

(g) "Direct Competitor" means, as of the date of this Agreement, any of the following: (i) Halliburton Company, Baker Hughes, Incorporated, Weatherford International plc, and any other oilfield equipment and services company; and (ii) any entity engaged in seismic data acquisition, processing and reservoir geosciences services to the oil and natural gas industry, including in all cases in (i) and (ii) above, any and all of their parents, subsidiaries, affiliates, joint ventures, divisions, successors, or assigns.

(h) "Disability" means such disability (whether physical or mental impairment) which totally and permanently incapacitates Employee from any gainful employment in any field which Employee is suited by education, training, or experience, as determined by the Committee in its sole and absolute discretion.

(i) "Eligible Position" is defined in Section 2(d).

(j) "Employee" is defined in the introduction.

(k) “Fair Market Value” means, with respect to a share of Common Stock on a particular date, the mean between the highest and lowest composite sales price per share of the Common Stock, as reported on the consolidated transaction reporting system for the New York Stock Exchange for that date, or, if there is no such reported prices for that date, the reported mean price on the last preceding date on which a composite sale or sales were effected on one or more of the exchanges on which the shares of Common Stock were traded will be the Fair Market Value.

(l) “Grant Date” is defined in the introduction.

(m) “Performance Period” is defined in Section 2.

(n) “Performance Share Units” is defined in Section 1.

(o) “Plan” is defined in the introduction.

(p) “Qualifying Termination” means a Termination of Employment due to Employee’s death, Disability, Retirement or Special Retirement.

(q) “Retirement” means either: (i) Employee’s voluntary election to retire from employment with the Company and its Subsidiaries at any time after Employee has reached both the age of 60 and 25 years of service, or (ii) Employee’s voluntary election to retire from employment with the Company and its Subsidiaries at any time after Employee has reached both the age of 55 and 20 years of service, subject, however, to the approval of either (A) the Committee, if Employee is an executive officer of the Company at the time of Employee’s election to retire, or (B) the Retirement Committee, if Employee is not an executive officer of the Company at the time of Employee’s election to retire, which approval under clauses (A) or (B) may be granted or withheld in the sole discretion of the Committee or the Retirement Committee, as applicable.

(r) “Retirement Committee” means a committee consisting of the Company’s Vice President of Human Resources, the Director of HR Operations and the Compensation & Benefits Manager.

(s) “Settlement Date” is defined in Section 3.

(t) “Special Retirement” means the Termination of Employment of Employee with the Company and all Subsidiaries at or after (i) age 55 or (ii) age 50 and completion of at least 10 years of service with the Company and all Subsidiaries.

(u) “Subsidiary” means (i) in the case of a corporation, a “subsidiary corporation” of the Company as defined in Section 424(f) of the Internal Revenue Code and (ii) in the case of a partnership or other business entity not organized as a corporation, any such business entity of which the Company directly or indirectly owns 50% or more of the voting, capital or profits interests (whether in the form of partnership interests, membership interests or otherwise).

(v) “Termination of Employment” means the termination of Employee’s employment with the Company and its Subsidiaries; provided, however, that temporary absences from employment because of illness, vacation or leave of absence and transfers among the Company and its Subsidiaries will not constitute aTermination of Employment.

(w) “Transfer” is defined in Section 5(a).

(x) “Vesting Date” is defined in Section 2(a).

13. Miscellaneous.

(a) Employee hereby acknowledges that he or she is to consult with and rely upon only Employee’s own tax, legal, and financial advisors regarding the consequences and risks of this Agreement and any award of Performance Share Units.

(b) This Agreement will bind and inure to the benefit of and be enforceable by Employee, the Company and their respective permitted successors or assigns (including personal representatives, heirs and legatees). Employee may not assign any rights or obligations under this Agreement except to the extent, and in the manner, expressly permitted herein.

(c) The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.

(d) This Agreement may not be amended or modified except by a written agreement executed by the Company and Employee or their respective heirs, successors, assigns and legal representatives. The captions of this Agreement are not part of the provisions hereof and are of no force or effect.

(e) The failure of Employee or the Company to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Employee or the Company may have under this Agreement will not be deemed to be a waiver of such provision or right or any other provision or right herein.

(f) Employee and the Company agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

(g) This Agreement, including all Attachments hereto, and the Plan (i) constitute the entire agreement among the Employee and the Company with respect to the subject matter hereof and this Agreement supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof; and (ii) are not intended to confer upon any other Person any rights or remedies hereunder. Employee and the Company agree that (A) no other party (including its agents and representatives) has made any representation, warranty, covenant or agreement to or with such party relating to the Performance Share Units other than those expressly set forth herein or in the Plan, and (B) such party has not relied upon any representation, warranty, covenant or agreement relating to the Performance Share Units, other than those referred to in clause (A) above. All references herein to "Agreement" will include all Attachments hereto.

(h) As Employee may work in various locations and to eliminate potential uncertainty over the governing law, this Agreement (including, for the sake of clarity, all Attachments) will be interpreted and construed exclusively in accordance with the laws of the State of Texas. Employee agrees that Texas, as Company's United States headquarters, has a greater legal interest in matters relating to this Agreement than any other state, has a greater public policy interest in matters relating to this Agreement than any other state, and has a greater factual relationship to matters relating to this Agreement than any other state. The sole, mandatory, and exclusive venue for any dispute arising from or related to Employee's employment with the Company and its Subsidiaries, and this Agreement (including, for the sake of clarity, all Attachments) will lie and be deemed as convenient, in Fort Bend County, Texas, state or federal court without regard to the conflict of law provisions thereof, or, at Company's option, any venue in which personal jurisdiction over Employee may be established. Employee waives any objection he or she may have to the venue of any such proceeding being brought in Fort Bend County, Texas courts and waives any claim that any such action or proceeding brought in the Fort Bend County, Texas courts has been brought in an inconvenient forum. In addition, Employee irrevocably and unconditionally submits to the exclusive personal jurisdiction of the Fort Bend County, Texas courts in any such suit, action or proceeding. Employee acknowledges and agrees that a judgment in any such suit, action or proceeding brought in the Fort Bend County, Texas courts will be conclusive and binding on Employee and may be enforced in any other courts to whose jurisdiction the Company or Employee is or may be subject to, by suit upon such judgment. Employee consents to the choice of law, jurisdiction and venue provisions of this Agreement and agrees that Employee will not contest these provisions in any future proceeding(s). EMPLOYEE AND COMPANY HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT OR ANY ATTACHMENT THERETO.

(i) Clawback Policy. The Company's policy on recoupment of performance-based bonuses, as amended from time to time (its "Clawback Policy"), will apply to the Performance Share Units, any shares of Common Stock delivered hereunder, and any profits realized on the sale of such shares to the extent that Employee is covered by the Clawback Policy. Employee acknowledges that if Employee is covered by such policy, the policy may result in the recoupment of Performance Share Units awarded, any shares of Common Stock delivered hereunder and profits realized on the sale of such shares either before, on or after the date on which Employee becomes subject to such policy.

14. Acceptance of Award. Employee is deemed to accept the award of Performance Share Units under this Agreement and to agree that such award is subject to the terms and conditions set forth in this Agreement and the Plan unless Employee provides the Company written notification not later than 30 days after Employee's receipt of this Agreement of Employee's rejection of this award of Performance Share Units (in which case such awards will be forfeited and Employee will have no further right or interest therein as of such date). Employee hereby accepts such terms and conditions, subject to the provisions of the Plan and administrative interpretations thereof. Employee further agrees that such terms and conditions will control this Agreement, notwithstanding any provisions in any employment agreement or in any prior awards.

ATTACHMENT I
Performance Conditions

Subject to the provisions of this Agreement, vesting of the Performance Share Units is conditioned upon [ ].

The number of Performance Share Units that will vest on the vesting date will be equal to the product of (i) the target Performance Share Units and (ii) the Payout Factor (with any fractional shares rounded up to the next whole share).

ATTACHMENT II
Confidential Information, Intellectual Property,
and Non-Compete Agreement

1. Definitions.

1.1. “Company Confidential Information” is any and all information in any form or format relating to the Company or any Affiliate (whether communicated orally, electronically, visually, or in writing), including but is not limited to technical information, software, databases, methods, know-how, formulae, compositions, drawings, designs, data, prototypes, processes, discoveries, machines, inventions, well logs or other data, equipment, drawings, notes, reports, manuals, business information, compensation data, clients lists, client preferences, client needs, client designs, financial information, credit information, pricing information, information relating to future plans, marketing strategies, new product research, pending projects and proposals, proprietary design processes, research and development strategies, information relating to employees, consultants and independent contractors including information relating to salaries, compensation, contracts, benefits, inceptive plans, positions, duties, qualifications, project knowledge, other valuable confidential information, intellectual property considered by the Company or any of its Affiliates to be confidential, trade secrets, patent applications, and related filings and similar items regardless of whether or not identified as confidential or proprietary. For the purposes of this Attachment II, Company Confidential Information also includes any type of information listed above generated by the Company or any of its Affiliates for client or that has been entrusted to the Company or any of its Affiliates by a client or other third party.

1.2. “Intellectual Property” is all patents, trademarks, copyrights, trade secrets, Company Confidential Information, new or useful arts, ideas, discoveries, inventions, improvements, software, business information, lists, designs, drawings, writings, contributions, works of authorship, findings or improvements, formulae, processes, product development, manufacturing techniques, business methods, information considered by Company to be confidential, tools, routines and methodology, documentation, systems, enhancements or modifications thereto, know-how, and developments, any derivative works and ideas whether or not patentable, and any other form of intellectual property.

1.3. “Pre-existing Intellectual Property” is all Intellectual Property that was authored, conceived, developed, or reduced to practice by Employee before the term of Employee’s employment with the Company or any Affiliate began.

1.4 “Company Intellectual Property” is all Intellectual Property that was authored, conceived, developed, or reduced to practice by Employee (either solely or jointly with others), in the term of his/her employment: (a) at the Company’s expense or the expense of any Affiliate; (b) using any of the Company’s materials or facilities or the materials or facilities of any Affiliate; (c) during the Employee’s working hours; or (d) that is applicable to any activity of Company or any of its Affiliates, including but not limited to business, research, or development activities. Company Intellectual Property may be originated or conceived during the term of Employee’s employment but completed or reduced to practice thereafter. Company Intellectual Property will be deemed a “work made for hire” as that term is defined by the copyright laws of the United States. Company Intellectual Property includes any Pre-existing Intellectual Property assigned, licensed, or transferred to Company, and any Pre-existing Intellectual Property in which Company has a vested or executory interest.

1.5. “Affiliate” means any entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Company, where “control” in relation to a company means the direct or indirect ownership of at least fifty-percent of the voting securities or shares.

2. Employee agrees to comply with all of the Company’s policies and codes of conduct as it may promulgate from time to time, including those related to confidential information and intellectual property. Nothing in those policies will be deemed to modify, reduce, or waive Employee’s obligations in this Attachment II. In the event of any conflict or ambiguity, this Attachment II prevails.

3. Company does not wish to receive from Employee any confidential or proprietary information of a third party to which Employee owes an obligation of confidence. Employee will not disclose to Company or any of its Affiliates or use while employed by Company or any of its Affiliates any information for which he or she is subject to an obligation of confidentiality to any former employer or other third party. Employee represents that his or her duties as an employee of Company and Employee’s performance of this Attachment II do not and will not breach any agreement or duty to keep in confidence information, knowledge, or data acquired by Employee outside of Employee’s employment with Company or any of its Affiliates.

4. During the Employee’s term of employment, the Company or, applicable its Affiliates, will provide Employee and Employee will receive access to Company Confidential Information that is proprietary, confidential, valuable, and relates to Company’s business.

5. Other than in the proper performance of Employee's duties for the Company or any of its Affiliates, Employee agrees not publish, disclose or transfer to any person or third party, or use in any way other than in Company's business or that of or any of its Affiliates, any confidential information or material of Company or any of its Affiliates, including Company Confidential Information and Company Intellectual Property, either during or after employment with Company.

6. Except as required in performing Employee's duties for the Company or any of its Affiliates, Employee agrees not remove from Company's premises or its control any Company Confidential Information including but not limited to equipment, drawings, notes, reports, manuals, invention records, software, customer information, well logs or other data, or other material, whether produced by Employee or obtained from Company. This includes copying or transmitting such information via personal digital devices, mobile phones, external hard drives, USB "flash" drives, USB storage devices, FireWire storage devices, floppy discs, CD's, DVD's, personal email accounts, online or cloud storage accounts, memory cards, Zip discs, and any other similar media or means of transmitting, storing or archiving data outside of Schlumberger-supported systems.

7. During the term of employment with Company or any of its Affiliates, Employee agrees not to engage, as an employee, officer, director, consultant, partner, owner or another capacity, in any activity or business competitive to that of the Company or any of its Affiliates.

8. Employee agrees to deliver all Company Confidential Information and materials to Company immediately upon request, and in any event upon termination of employment. If any such Company Confidential Information has been stored on any personal electronic data storage device, including a home or personal computer, or personal email, online or cloud storage accounts, Employee agrees to notify the Company and its Affiliates and make available the device and account to the Company for inspection and removal of the information.

9. Employee recognizes and acknowledges that Company Confidential Information constitutes protectable information belonging to Company and its Affiliates, including deemed trade secrets defined under applicable laws. In order to protect Company and its Affiliates against any unauthorized use or disclosure of Company Confidential Information and in exchange for the Company's promise to provide Employee with access to Company Confidential Information and other consideration during employment with Company and its Affiliates, Employee agrees that for a period of one year following the end of employment with Company, Employee will not within the Restricted Territory directly or indirectly work for or assist (whether as an owner, employee, consultant, contractor or otherwise) any business or commercial operation whose business directly or indirectly competes with any area of the Company's business in which Employee was employed by Company. Moreover, Employee agrees that Company may provide a copy of this Attachment II to any entity for whom Employee provides services in the one-year period following the date of termination of Employee's employment with Company and its Affiliates. In the event of breach by the Employee, the specified period will be extended by the period of time of the breach.

Employee recognizes and acknowledges that the business, research, products, and services of Company and its Affiliates are by nature worldwide in scope, and that Company and its Affiliates are not required to maintain a physical location in close proximity to its customers. Employee agrees that in order to protect Company Confidential Information, business interests and goodwill, the "Restricted Territory" includes any county, parish, borough, or foreign equivalent: (1) in which Company has customers or service assignments about which Employee received or obtained Company Confidential Information during his/her employment with Company; (2) in which Employee had a customer or service assignment for Company in the one-year period preceding Employee's termination; or (3) in which Company had a work site, job site, facility, or office, at which Employee had a work activity for Company in the one-year period preceding Employee's termination. With respect to competitive activities in Louisiana, the Restricted Territory will be limited to the following parishes: Acadia, Allen, Bossier, Caddo, Calcasieu, Cameron, Claiborne, De Soto, Evangeline, Iberia, Jefferson, Lafayette, Lafourche, Orleans, Ouachita, Plaquemines, Red River, Sabine, St. Charles, St. Landry, St. Mary's, Tangipahoa, Terrabone, Union, Vermillion, and West Baton Rouge.

10. Company has attempted to place the most reasonable limitations on Employee's subsequent employment opportunities consistent with the protection of Company's and its Affiliates' valuable trade secrets, Company Confidential Information, business interests, and goodwill. Employee acknowledges that the limitations contained herein, especially limitations as to time, scope, and geography, are reasonable. In order to accommodate Employee in obtaining subsequent employment, Company and its Affiliates may, in their discretion, grant a waiver of one or more of the restrictions on subsequent employment herein. A request for a waiver must be in writing and must be received by Company at least 45 days before the proposed starting date of the employment for which Employee is seeking a waiver. The request must include the full name and address of the organization with which Employee is seeking employment; the department or area in which Employee proposes to work; the position or job title to be held by Employee; and a complete description of the duties Employee expects to perform for such employer. The decision to grant a waiver will be in the Company's discretion. If Company decides to grant a waiver, the waiver may be subject to such restrictions or conditions as Company may impose and will not constitute a waiver of any other term.

11. While employed by Company and its Affiliates, and during the 18-month period or after employment with Company and its Affiliates ends, Employee will not directly nor indirectly, on Employee's own behalf or on behalf of any person or entity, recruit, hire, solicit, or assist others in recruiting, hiring, or soliciting any person, who is, at the time of the recruiting, hiring, or solicitation, an employee, consultant, or contractor of Company to leave Company and its Affiliates, diminish their relationship with the Company and its Affiliates, or work for a competing business. This restriction will be limited to persons: (1) with whom Employee had contact or business dealings while employed by Company and its Affiliates; (2) who worked in Employee's business unit (Group); or (3) about whom Employee had access to confidential information. In the event of breach by the Employee, the specified period will be extended by the period of time of the breach.

12. While employed by Company and its Affiliates, and during the 18-month period after employment with the Company and its Affiliates ends, Employee will not, directly or indirectly, on behalf of himself or others, contact for business purposes, solicit or provide services to clients, or entities considered prospective clients, of Company and its Affiliates for the purpose of selling products or services of the types for which Employee had responsibility or knowledge, or for which Employee had access to Company Confidential Information while employed by the Company and its Affiliates. This restriction applies only to clients of the Company and its Affiliates and entities considered prospective clients by the Company and its Affiliates with whom Employee had contact during the two years prior to the end of his/her employment with the Company and its Affiliates.

13. (a) Employee acknowledges that Company has agreed to provide Employee with Company Confidential Information during Employee's employment with Company and its Affiliates. Employee further acknowledges that, if Employee was to leave the employ of Company and its Affiliates for any reason and use or disclose Company Confidential Information, that use or disclosure would cause Company and its Affiliates irreparable harm and injury for which no adequate remedy at law exists. Therefore, in the event of the breach or threatened breach of the provisions of this Attachment II by Employee, Company and its Affiliates will be entitled to: **(i) recover from the Employee the value of any portion of the Award that has been paid or delivered; (ii) seek injunctive relief against the Employee pursuant to the provisions of subsection (b) below; (iii) recover all damages, court costs, and attorneys' fees incurred by the Company in enforcing the provisions of this Award, and (iv) set-off any such sums to which the Company or any of its Affiliates may be entitled hereunder against any sum which may be owed the Employee by the Company and its Affiliates.**

(b) Because of the difficulty of measuring economic losses to the Company or Employer as a result of a breach of the foregoing covenants, and because of the immediate and irreparable damage that could be caused to the Company for which it would have no other adequate remedy, the Employee agrees that the foregoing covenants may be enforced by the Company in the event of breach by him/her by injunction relief and restraining order, without the necessity of posting a bond, and that such enforcement will not be the Company's exclusive remedy for a breach but instead will be in addition to all other rights and remedies available to the Company.

(c) Each of the covenants in this Attachment II will be construed as an agreement independent of any other provision in this Attachment II, and the existence of any claim or cause of action of the Employee against the Company, whether predicated on this Attachment II or otherwise, will not constitute a defense to the enforcement by the Company of such covenants or provisions.

Employee acknowledges that the remedies contained in the Attachment II for violation of this Attachment II are not the exclusive remedies that Company may pursue.

14. Employee agrees to promptly disclose in writing to Company all Company Intellectual Property conceived, developed, improved or reduced to practice by Employee during Employee's employment with Company and its Affiliates.

Employee will disclose to Company Employee's complete written record of any Company Intellectual Property, including any patent applications, correspondence with patent agents and patent offices, research, written descriptions of the technology, test data, market data, notes, and any other information relating to Company Intellectual Property. Employee will also identify all co-inventors, co-authors, co-composers, partners, joint venture partners and their employees, assistants, or other people to whom the Company Intellectual Property was disclosed in whole or in part, who participated in developing the Company Intellectual Property, or who claim an interest in the Company Intellectual Property. Employee's disclosure will conform to the policies and procedures in place at the time governing such disclosures.

During and after employment with Company, Employee will assist Company in establishing and enforcing intellectual property protection, including obtaining patents, copyrights, or other protections for inventions and copyrightable materials, including participating in, or, if necessary, joining any suit (for which Employee's reasonable expenses will be reimbursed), or including completing and any signing documents necessary to secure such protections, such contracts, assignments, indicia of ownership, agreements, or any other related documents pertaining to Company Intellectual Property which Company may, in its sole discretion, determine to obtain.

Employee agrees to assign and hereby assigns to Company all Company Intellectual Property including any and all rights, title, and ownership interests that Employee may have in or to Company Intellectual Property patent application, including copyright and any tangible media embodying such Company Intellectual Property, during and subsequent to Employee's employment. Company has and will have the royalty-free right to use or otherwise exploit Company Intellectual Property without any further agreement between Company and Employee. Company Intellectual Property remains the exclusive property of Company whether or not deemed to be a "work made for hire" within the meaning of the copyright laws of the United States. For clarity, Employee does not hereby assign or agree to assign any Pre-existing Intellectual Property to Company.

Employee is hereby notified that certain statutes in some U.S. states relate to ownership and assignment of inventions. At relevant locations and in accordance with those statutes, Company agrees that this Attachment II does not apply to an invention developed by Employee entirely on his or her own time without use of the Company Group's equipment, supplies, facilities, systems, or confidential information, except for inventions that relate to Company Group's business, or actual or anticipate research or development of Company Group or work performed by Employee for Company Group. For this purpose, "Company Group" means the Company and all Affiliates

Employee will not destroy, modify, alter, or secret any document, tangible thing, or information relating to Company Intellectual Property or Company Confidential Information except as occurs in the ordinary performance of Employee's employment.

15. Waiver of any term of this Attachment II by Company will not operate as a waiver of any other term of this Attachment II. A failure to enforce any provision of this Attachment II will not operate as a waiver of Company's right to enforce any other provision of this Attachment II.

16. Employee represents and warrants that Employee is not a party to any other agreement that will interfere with Employee's full compliance with this Attachment II or that otherwise may restrict Employee's employment by Company or the performance of Employee's duties for Company. Employee agrees not to enter into any agreement, whether oral or written, in conflict with this Attachment II.

17. This Attachment II may be enforced by, will inure to the benefit of, and be binding upon Company, its successors, and assigns. This Attachment II is binding upon Employee's heirs and legal representatives.

18. Nothing in this Attachment II prohibits Employee from reporting possible violation of federal law or regulation to any governmental agency or entity, or making disclosures that are protected under a "whistleblower" provision of federal law or regulation.

19. If Employee is employed by an Affiliate of the Company or by accepting a transfer to an Affiliate of Company, Employee agrees to the automatic application of all of the terms of this Attachment II to said Affiliate contemporaneously with the acceptance of such transfer, subject to subsequent agreements, if any, executed by Employee and Affiliate of Company or Company, and to the fullest extent allowed by law.

20. Should any portion of this Attachment II be held invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the other portions of this Attachment II. The parties hereby agree that any portion held to be invalid, unenforceable, or void will be deemed amended, reduced in scope or deleted to the extent required to be valid and enforceable in the jurisdiction of such holding. The parties agree that, upon a judicial finding of invalidity, unenforceability, or void, the court so finding may reform the agreement to the extent necessary for enforceability, and enter an order enforcing the reformed Attachment II. No court ordered reformation or amendment will give rise to a finding of knowing, willful, or bad faith unreasonableness against Company regarding this Attachment II.

21. This Confidential Information, Intellectual Property, Non-Compete, and Non-Solicitation Agreement supersedes any previous agreement, oral or written, between Employee and Company relating to the subject matter thereof.

APPENDIX: INTELLECTUAL PROPERTY ASSIGNMENT, DISCLOSURE AND WAIVER

The Attachment II, Confidential Information, Intellectual Property, Non-Compete, and Non-Solicitation Agreement this Appendix, and Employee promises to comply with the terms in this Appendix, and all rules, procedures, policies, and requirements that Company may promulgate consistent with this Appendix.

Automatic Assignment

The Attachment II, Confidential Information, Intellectual Property, and Non-Compete Agreement contains assignment of all Company Intellectual Property.

Employee's Duty to Disclose

For all Company Intellectual Property, Employee will complete and submit to Company an IP Disclosure Form. Company's receipt or acceptance of an IP Disclosure Form does not constitute an admission or agreement to any responses contained therein, does not waive or modify any terms of any agreement between Company and Employee, and does not obligate or bind Company.

Employee must complete and submit an IP Disclosure Form at conception of the invention, any derivative ideas or works, and any improvements or changes to existing knowledge or technology, or as soon as possible thereafter. Employee has a continuing obligation to update the IP Disclosure Form to maintain the form's completeness and correctness.

Employee may obtain an IP Disclosure Form from the Intellectual Property Department. Employee will submit the completed form to the Intellectual Property Department. If desired, Employee may request waiver any time after submitting the IP Disclosure Form.

Employee must retain and prevent destruction of any material referenced in the IP Disclosure Form, including and not limited to photographs, drawings, schematics, diagrams, figures, testing and development logs, notes, journals, and results, applications to, correspondence with, or registrations from, any patent office, trademark office, copyright office, customs office, or other authority, contracts, licenses, assignments, liens, conveyances, pledges, or other documentation potentially affecting your ownership rights, marketing materials, web sites, press releases, brochures, or other promotional or informational material, any materials evidencing or related to reduction to practice, and other related documentation.

Waiver of Automatic Assignment

Company may, in its sole discretion, waive the automatic assignment provision using such criteria as Company, in its sole discretion, may decide to use. No waiver of the automatic assignment provision is effective unless in a writing signed by a person authorized by the Company.

No waiver of the automatic assignment provision of any Company Intellectual Property relating to the business of the Company or arising out of Employee's employment with the Company will be effective without the submission of a complete and correct IP Disclosure Form. No waiver of the automatic assignment provision is effective if Employee's IP Disclosure Form is incomplete, incorrect, otherwise defective, or if any misrepresentation has been made. Employee is estopped from asserting waiver, and any waiver will be void and/or voidable, if the waiver is obtained in violation of the Attachment II, Confidential Information, Intellectual Property and Non-Compete Agreement, this Appendix, or obtained through fraud, negligence, failure to disclose, or incorrect, incomplete, or defective information on an IP Disclosure Form.

SCHLUMBERGER STOCK INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT FOR FRANCE
(***Includes Confidentiality, Intellectual Property, Non-Competition, and Non-Solicitation Provisions on in Section 9 and Attachment I***)

("FRENCH QUALIFIED RESTRICTED STOCK UNITS")
Revised: January 19, 2017

Please Note: *If you wish to accept this Restricted Stock Unit Award, you must accept the award within 30 days after receipt of this Agreement.*

This Restricted Stock Unit Award Agreement (together with all attachments, "Agreement") is entered into effective by and between Schlumberger Limited (the "Company"), and the Restricted Stock Award recipient ("Employee"), pursuant to the Schlumberger 2010 Omnibus Stock Incentive Plan (the "Plan") as amended by the sub-plan for France, which was approved by the Company's shareholders on April 6, 2016, and which governs the French Qualified Restricted Stock Units ("Restricted Stock Units") granted to employees who are working in France or who are or may become subject to French tax (i.e. income tax and/or social security tax) as a result of restricted stock units granted under the Plan for Employees in France (the "French sub-plan"). The Plan and the French sub-plan are collectively called the "Plans." The Restricted Stock Units granted under this French sub-plan will be deemed French Qualified Restricted Stock Units and shall be eligible for the specific income and social security tax regime applicable to shares granted for no consideration under the Articles L.225-197-1 to L.225-197-6 of the French Commercial Code.

Employee and the Company agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

1. Award. In consideration of Employee's continued employment as hereinafter set forth, the Company hereby grants to Employee an award of Restricted Stock Units. The number of Restricted Stock Units subject to this award and the date of the grant ("Grant Date") are set forth in an Award Notice previously delivered to Employee. Restricted Stock Units are notational units of measurement denominated in shares of common stock of Schlumberger Limited, $.01 par value ("Common Stock"). Each Restricted Stock Unit represents a hypothetical share of Common Stock, subject to the conditions and restrictions on transferability set forth below and in the Plans.

2. Vesting of French Qualified Restricted Stock Units

(a) Normal Vesting. The French Qualified Restricted Stock Units will vest in three installments. The date on which each installment will become vested and the number of shares of Common Stock comprising the award of Restricted Stock Units ("the French Vesting Dates") are as per the table below, provided that the Employee is continuously employed by the Company and its Subsidiaries from the Grant Date to the French Vesting Dates. Except as provided in Section 2(c), if there is any Termination of Employment as hereinafter defined during the period between the Grant Date and the French Vesting Dates, the Employee shall immediately forfeit all Restricted Stock Units not already vested.

DATE	SHARES VESTING
3rd Anniversary of the Grant Date	60%
4th Anniversary of the Grant Date	20%
5th Anniversary of the Grant Date	20%

(b) Delivery. Notwithstanding the vesting dates of the Restricted Stock Units, under no circumstances, except in case of Employee's death, as provided for in Section 2(c) below, will the delivery of the shares related to a French Qualified Restricted Stock Unit occur prior to the third anniversary of the Grant Date. The sale of shares issued pursuant to the conversion of the French Qualified Restricted Stock Units may occur as soon as the shares are delivered to the Employee provided the closed periods in section 3 below are respected.

(c) Acceleration on Death. Upon Termination of Employment from the Company by reason of Employee's death, all French Qualified Restricted Stock Units that are not vested at that time immediately will become vested in full. The Company shall issue the underlying shares to the Employee's heirs, at their written request, within six months following the death of the Employee. Notwithstanding the foregoing, the Employee's heirs must comply with the restriction on the sale of shares set forth in Section 3, to the extent and as long as applicable under French law.

(d) Retirement. Upon Termination of Employment by reason of Employee's voluntary election to retire from employment with the Company and its Subsidiaries (as defined in Section 16 below), the Restricted Stock Units will continue to vest following Termination of Employment as if Employee continued to be employed with the Company or any of its Subsidiaries, subject to forfeiture in the discretion of the Committee in the event that Employee engages in Detrimental Activity (as defined in Section 16 below.)

3. Closed Periods.

Shares underlying French Qualified Restricted Stock Units may not be sold during the following periods ("Closed Periods"):

(a) within 10 trading sessions before or within 3 trading sessions after the publication of the consolidated financial statements, or failing that, the annual accounts of the Company; and

(b) within a period beginning with the date at which executives of the Company become aware of any information which, were it to be public knowledge, could have a significant impact on the price of shares in and ending 10 trading sessions after the information becomes public knowledge.

These Closed Periods will apply to the grant of French Qualified Restricted Stock Units as long as and to the extent such Closed Periods are applicable under French law.

4. Forfeitures of Restricted Stock Units. Upon Employee's Termination of Employment from the Company for any reason that does not result in an acceleration of vesting pursuant to Section 2(c) or 2(d), Employee will immediately forfeit all unvested Restricted Stock Units, without the payment of any consideration or further consideration by the Company. Upon forfeiture, neither Employee nor any successors, heirs, assigns, or legal representatives of Employee will thereafter have any further rights or interest in the unvested Restricted Stock Units.

5. Restrictions on Transfer.

(a) Restricted Stock Units granted hereunder to Employee may not be sold, assigned, transferred, pledged or otherwise encumbered, whether voluntarily or involuntarily, by operation of law or otherwise, other than to the Company as a result of the forfeiture of units as provided herein or pursuant to Section 10.

(b) Consistent with the foregoing, except as contemplated by Section 11, no right or benefit under this Agreement shall be subject to transfer, anticipation, alienation, sale, assignment, pledge, encumbrance or charge, whether voluntary, involuntary, by operation of law or otherwise, and any attempt to transfer, anticipate, alienate, sell, assign, pledge, encumber or charge the same will be void. No right or benefit hereunder shall in any manner be liable for or subject to any debts, contracts, liabilities or torts of the person entitled to such benefits. If Employee or his or her beneficiary hereunder will attempt to transfer, anticipate, alienate, assign, sell, pledge, encumber or charge any right or benefit hereunder, other than as contemplated by Section 11, or if any creditor attempts to subject the same to a writ of garnishment, attachment, execution, sequestration, or any other form of process or involuntary lien or seizure, then such attempt will have no effect and will be void.

6. Rights as a Stockholder. Employee will have no rights as a stockholder of the Company with regard to the Restricted Stock Units. Rights as a stockholder will arise only upon the settlement of Restricted Stock Units as set out in Section 2(b).

7. Taxes. To the extent that the receipt of the Restricted Stock Units or the payment upon lapse of any restrictions results in income to Employee for federal or state income tax purposes or in any other cases where the Company holds the view that it is obligated to withhold taxes, Employee shall deliver to the Company immediately prior to the time of such receipt or lapse, as the case may be, such amount of money or shares of Common Stock owned by Employee, at Employee's election, as the Company may require to meet its obligation under applicable tax laws or regulations, and, if Employee fails to do so, the Company is authorized to withhold from the payment for vested Restricted Stock Units or from any cash or other form of remuneration then or thereafter payable to Employee an amount equal to any tax required to be withheld by reason of such resulting compensation income. The Restricted Stock Units are intended to be "short-term deferrals" exempt from Section 409A of the U. S. Internal Revenue Code, as amended, and will be construed and interpreted accordingly.

8. Changes in Capital Structure. If the outstanding shares of Common Stock shall at any time be changed or exchanged by declaration of a stock dividend, stock split, combination of shares, or recapitalization, the number and kind of Restricted Stock Units will be appropriately and equitably adjusted so as to maintain their equivalence to the proportionate number of shares.

9. Confidential Information, Intellectual Property and Noncompetition. **Employee acknowledges that Employee is in possession of and has access to confidential information of the Company and its Subsidiaries, including material relating to the business, products and services of the Company and its Subsidiaries, and that he or she will continue to have such possession and access during employment by the Company and its Subsidiaries. Employee also acknowledges that the business, products and services of the Company and its Subsidiaries are highly specialized and that it is essential that they be protected. Accordingly, Employee agrees to be bound by the terms and conditions set forth on Attachment I.**

10. Compliance with Securities Laws. The Company will not be required to deliver any shares of Common Stock pursuant to this Agreement if, in the opinion of counsel for the Company, such issuance would violate the U. S. Securities Act of 1933 or any other applicable federal or state securities laws or regulations or the laws of any other country. Prior to the issuance of any shares pursuant to this Agreement, the Company may require that Employee (or Employee's legal representative upon Employee's death or Disability) enter into such written representations, warranties and agreements as the Company may reasonably request in order to comply with applicable securities laws or with this Agreement.

11. Assignment. The Restricted Stock Units are not transferable (either voluntarily or involuntarily) by the recipient except by will or the laws of descent and distribution. No purported assignment or transfer, whether voluntary or involuntary, by operation of law or otherwise, will vest in the purported assignee or transferee any interest or right therein whatsoever but immediately upon any such purported assignment or transfer, or any attempt to make the same, the Restricted Stock Units will terminate and become of no further effect.

12. Successors and Assigns. This Agreement will bind and inure to the benefit of and be enforceable by Employee, the Company and their respective permitted successors or assigns (including personal representatives, heirs and legatees), except that Employee may not assign any rights or obligations under this Agreement except to the extent, and in the manner, expressly permitted herein.

13. Limitation of Rights. Nothing in this Agreement or the Plans may be construed to:

(a) give Employee any right to be awarded any further Restricted Stock Units (or other form of stock incentive awards) other than in the sole discretion of the Compensation Committee of the Board of Directors of the Company ("Committee");

(b) give Employee or any other person any interest in any fund or in any specified asset or assets of the Company (other than the Restricted Stock Units); or

(c) confer upon Employee the right to continue in the employment or service of the Company or any Subsidiary.

14. Severability. Should any portion of this Agreement (including Attachment I) be held invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the other portions of this Agreement. The parties hereby agree that any portion held to be invalid, unenforceable, or void shall be deemed amended, reduced in scope or deleted to the extent required to be valid and enforceable in the jurisdiction of such holding. The parties agree that, upon a judicial finding of invalidity, unenforceability, or void, the court so finding may reform the agreement to the extent necessary for enforceability, and enter an order enforcing the reformed Attachment I. No court ordered reformation or amendment shall give rise to a finding of knowing, willful, or bad faith unreasonableness against Company regarding this Agreement.

15. No Waiver. The failure of Employee or the Company to insist upon strict compliance with any provision of this Agreement (including, for the avoidance of doubt, Attachment I) or the failure to assert any right Employee or the Company may have under this Agreement will not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

16. Definitions.

(a) "Termination of Employment" means the termination of Employee's employment with the Company and its Subsidiaries. Temporary absences from employment because of illness, vacation or leave of absence and transfers among the Company and its Subsidiaries will not be considered a Termination of Employment. Other capitalized terms used in this Agreement and not defined herein have the meanings set forth in the Plans.

(b) "Retirement" means either: (i) Employee's voluntary election to retire from employment with the Company and its Subsidiaries at any time after Employee has reached both the age of 60 and 25 years of service, as applicable under local laws, or (ii) Employee's voluntary election to retire from employment with the Company and its Subsidiaries at any time after Employee has reached both the age of 55 and 20 years of service, as applicable under local laws, subject, however, to the approval of either (A) the Committee, if Employee is an executive officer of the Company at the time of Employee's election to retire, or (B) the Retirement Committee, if Employee is not an executive officer of the Company at the time of Employee's election to retire, which approval under

clauses (A) or (B) may be granted or withheld in the sole discretion of the Committee or the Retirement Committee, as applicable, or (iii) Employee's voluntary election to retire from employment with the Company and its Subsidiaries at any time, in accordance with local laws, provided that the Employee's retirement is approved by (A) the Committee, if Employee is an executive officer of the Company at the time of Employee's election to retire, or (B) the Retirement Committee, if Employee is not an executive officer of the Company at the time of Employee's election to retire.

(c) "Retirement Committee" means a committee consisting of the Company's Vice President of Human Resources, the Director of HR Operations and the Compensation & Benefits Manager.

(d) "Detrimental Activity" means activity means activity that is determined by the Committee in its sole and absolute discretion to be detrimental to the interests of the Company or any of its Subsidiaries, including but not limited to situations where Employee, as applicable under local laws: (i) divulges trade secrets, proprietary data or other confidential information relating to the Company or to the business of the Company and any Subsidiaries; (ii) enters into employment with or otherwise provides services to (A) any company listed, as of the date of Employee's Termination of Employment, on the Philadelphia Oil Service Sector Index (or any successor index) or (B) any affiliate of any such listed company, in either case under circumstances suggesting that Employee will be using unique or special knowledge gained as a Company employee or Subsidiary employee with the effect of competing with the Company or its Subsidiaries; (iii) enters into employment with or otherwise provides services to any Direct Competitor; (iv) engages or employs, or solicits or contacts with a view to the engagement or employment of, any person who is an employee of the Company or its Subsidiaries; (v) canvasses, solicits, approaches or entices away or causes to be canvassed, solicited, approached or enticed away from the Company or its Subsidiaries any person who or which is a customer of any of such entities during the Restricted Period; (vi) is determined to have engaged (whether or not prior to termination) in either gross misconduct or criminal activity harmful to the Company or a Subsidiary; or (vii) takes any action that otherwise harms the business interests, reputation, or goodwill of the Company or its Subsidiaries. The Committee may delegate, to an officer of the Company or to a subcommittee of the Committee, its authority to determine whether Employee has engaged in "Detrimental Activity."

17. Miscellaneous.

(a) This Agreement, including all Attachments hereto, and the Plans (i) constitute the entire agreement between Employee and the Company with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof; and (ii) are not intended to confer upon any other Person any rights or remedies hereunder. Employee and the Company agree that (A) no other (including its agents and representatives) has made any representation, warranty, covenant or agreement to or with such party relating to the Restricted Stock Units other than those expressly set forth herein or in the Plan, and (B) such party has not relied upon any representation, warranty, covenant or agreement relating to the Restricted Stock Units, other than those referred to in clause (A) above.

(b) Employee hereby acknowledges that he or she has received, reviewed and accepted the terms and conditions applicable to this Agreement. Employee hereby accepts such terms and conditions, subject to the provisions of the Plans and administrative interpretations thereof. Employee further agrees that such terms and conditions will control this Agreement, notwithstanding any provisions in any employment agreement or in any prior awards.

(c) Employee hereby acknowledges that he or she is to consult with and rely upon only Employee's own tax, legal, and financial advisors regarding the consequences and risks of this Agreement and the award of Restricted Stock Units.

(d) This Agreement may not be amended or modified except by a written agreement executed by Employee and Company or their respective successors and legal representatives. The captions of this Agreement are not part of the provisions hereof and will have no force or effect.

18. Counterparts. This Agreement may be executed in counterparts, which together will constitute one and the same original.

ATTACHMENT I
Confidential Information, Intellectual Property,
and Non-Compete Agreement

1. Definitions.

1.1. "Company Confidential Information" is any and all information in any form or format relating to the Company or any Affiliate (whether communicated orally, electronically, visually, or in writing), including but is not limited to technical information, software, databases, methods, know-how, formulae, compositions, drawings, designs, data, prototypes, processes, discoveries, machines, inventions, well logs or other data, equipment, drawings, notes, reports, manuals, business information, compensation data, clients lists, client preferences, client needs, client designs, financial information, credit information, pricing information, information relating to future plans, marketing strategies, new product research, pending projects and proposals, proprietary design processes, research and development strategies, information relating to employees, consultants and independent contractors including information relating to salaries, compensation, contracts, benefits, inceptive plans, positions, duties, qualifications, project knowledge, other valuable confidential information, intellectual property considered by the Company or any of its Affiliates to be confidential, trade secrets, patent applications, and related filings and similar items regardless of whether or not identified as confidential or proprietary. For the purposes of this Attachment I, Company Confidential Information also includes any type of information listed above generated by the Company or any of its Affiliates for client or that has been entrusted to the Company or any of its Affiliates by a client or other third party.

1.2. "Intellectual Property" is all patents, trademarks, copyrights, trade secrets, Company Confidential Information, new or useful arts, ideas, discoveries, inventions, improvements, software, business information, lists, designs, drawings, writings, contributions, works of authorship, findings or improvements, formulae, processes, product development, manufacturing techniques, business methods, information considered by Company to be confidential, tools, routines and methodology, documentation, systems, enhancements or modifications thereto, know-how, and developments, any derivative works and ideas whether or not patentable, and any other form of intellectual property.

1.3. "Pre-existing Intellectual Property" is all Intellectual Property that was authored, conceived, developed, or reduced to practice by Employee before the term of Employee's employment with the Company or any Affiliate began.

1.4 "Company Intellectual Property" is all Intellectual Property that was authored, conceived, developed, or reduced to practice by Employee (either solely or jointly with others), in the term of his/her employment: (a) at the Company's expense or the expense of any Affiliate; (b) using any of the Company's materials or facilities or the materials or facilities of any Affiliate; (c) during the Employee's working hours; or (d) that is applicable to any activity of Company or any of its Affiliates, including but not limited to business, research, or development activities. Company Intellectual Property may be originated or conceived during the term of Employee's employment but completed or reduced to practice thereafter. Company Intellectual Property shall be deemed a "work made for hire" as that term is defined by the copyright laws of the United States. Company Intellectual Property includes any Pre-existing Intellectual Property assigned, licensed, or transferred to Company, and any Pre-existing Intellectual Property in which Company has a vested or executory interest.

1.5. "Affiliate" means any entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Company, where "control" in relation to a company means the direct or indirect ownership of at least fifty-percent of the voting securities or shares.

2. Employee agrees to comply with all of the Company's policies and codes of conduct as it may promulgate from time to time, including those related to confidential information and intellectual property. Nothing in those policies shall be deemed to modify, reduce, or waive Employee's obligations in this Attachment I. In the event of any conflict or ambiguity, this Attachment I prevails.

3. Company does not wish to receive from Employee any confidential or proprietary information of a third party to which Employee owes an obligation of confidence. Employee will not disclose to Company or any of its Affiliates or use while employed by Company or any of its Affiliates any information for which he or she is subject to an obligation of confidentiality to any former employer or other third party. Employee represents that his or her duties as an employee of Company and Employee's performance of this Attachment I do not and will not breach any agreement or duty to keep in confidence information, knowledge, or data acquired by Employee outside of Employee's employment with Company or any of its Affiliates.

4. During the Employee's term of employment, the Company or, applicable its Affiliates, will provide Employee and Employee will receive access to Company Confidential Information that is proprietary, confidential, valuable, and relates to Company's business.

5. Other than in the proper performance of Employee's duties for the Company or any of its Affiliates, Employee agrees not publish, disclose or transfer to any person or third party, or use in any way other than in Company's business or that of or any of its Affiliates, any confidential information or material of Company or any of its Affiliates, including Company Confidential Information and Company Intellectual Property, either during or after employment with Company.

6. Except as required in performing Employee's duties for the Company or any of its Affiliates, Employee agrees not remove from Company's premises or its control any Company Confidential Information including but not limited to equipment, drawings, notes, reports, manuals, invention records, software, customer information, well logs or other data, or other material, whether produced by Employee or obtained from Company. This includes copying or transmitting such information via personal digital devices, mobile phones, external hard drives, USB "flash" drives, USB storage devices, FireWire storage devices, floppy discs, CD's, DVD's, personal email accounts, online or cloud storage accounts, memory cards, Zip discs, and any other similar media or means of transmitting, storing or archiving data outside of Schlumberger-supported systems.

7. During the term of employment with Company or any of its Affiliates, Employee agrees not to engage, as an employee, officer, director, consultant, partner, owner or another capacity, in any activity or business competitive to that of the Company or any of its Affiliates.

8. Employee agrees to deliver all Company Confidential Information and materials to Company immediately upon request, and in any event upon termination of employment. If any such Company Confidential Information has been stored on any personal electronic data storage device, including a home or personal computer, or personal email, online or cloud storage accounts, Employee agrees to notify the Company and its Affiliates and make available the device and account to the Company for inspection and removal of the information.

9. Employee recognizes and acknowledges that Company Confidential Information constitutes protectable information belonging to Company and its Affiliates, including deemed trade secrets defined under applicable laws. In order to protect the Company and its Affiliates against any unauthorized use or disclosure of Company Confidential Information and in exchange for the Company's promise to provide Employee with access to Company Confidential Information and other consideration during employment with Company and its Affiliates, Employee agrees that subject to Section 13 of this Attachment 1, for a period of one year following the end of employment with Company, Employee will not within the Restricted Territory directly or indirectly work for or assist (whether as an owner, employee, consultant, contractor or otherwise) any business or commercial operation whose business directly or indirectly competes with any area of the Company's business in which Employee was employed by Company. Moreover, Employee agrees that Company may provide a copy of this Attachment I to any entity for whom Employee provides services in the one-year period following the date of termination of Employee's employment with Company and its Affiliates. In the event of breach by the Employee, the specified period will be extended by the period of time of the breach.

Employee recognizes and acknowledges that the business, research, products, and services of Company and its Affiliates are by nature worldwide in scope, and that Company and its Affiliates are not required to maintain a physical location in close proximity to its customers. Employee agrees that subject to Section 13 of this Attachment 1, in order to protect Company Confidential Information, business interests and goodwill, the "Restricted Territory" includes any county, parish, borough, or foreign equivalent: (1) in which Company has customers or service assignments about which Employee received or obtained Company Confidential Information during his/her employment with Company; (2) in which Employee had a customer or service assignment for Company in the one-year period preceding Employee's termination; or (3) in which Company had a work site, job site, facility, or office, at which Employee had a work activity for Company in the one-year period preceding Employee's termination. With respect to competitive activities in Louisiana, the Restricted Territory shall be limited to the following parishes: Acadia, Allen, Bossier, Caddo, Calcasieu, Cameron, Claiborne, De Soto, Evangeline, Iberia, Jefferson, Lafayette, Lafourche, Orleans, Ouachita, Plaquemines, Red River, Sabine, St. Charles, St. Landry, St. Mary's, Tangipahoa, Terrabone, Union, Vermillion, and West Baton Rouge.

10. Company has attempted to place the most reasonable limitations on Employee's subsequent employment opportunities consistent with the protection of Company's and its Affiliates' valuable trade secrets, Company Confidential Information, business interests, and goodwill. Employee acknowledges that the limitations contained herein, especially limitations as to time, scope, and geography, are reasonable. Subject to Section 13, in order to accommodate Employee in obtaining subsequent employment, Company and its Affiliates may, in their discretion, grant a waiver of one or more of the restrictions on subsequent employment herein. A request for a waiver must be in writing and must be received by Company at least 45 days before the proposed starting date of the employment for which Employee is seeking a waiver. The request must include the full name and address of the organization with which Employee is seeking employment; the department or area in which Employee proposes to work; the position or job title to be held by Employee; and a complete description of the duties Employee expects to perform for such employer. The decision to grant a waiver shall be in the Company's discretion. If Company decides to grant a waiver, the waiver may be subject to such restrictions or conditions as Company may impose and will not constitute a waiver of any other term.

11. While employed by Company and its Affiliates, and during the 18-month period or after employment with Company and its Affiliates ends, Employee will not directly nor indirectly, on Employee's own behalf or on behalf of any person or entity, recruit, hire, solicit, or assist others in recruiting, hiring, or soliciting any person, who is, at the time of the recruiting, hiring, or solicitation, an employee, consultant, or contractor of Company to leave Company and its Affiliates, diminish their relationship with the Company and its Affiliates, or work for a competing business. This restriction will be limited to persons: (1) with whom Employee had contact or business dealings while employed by Company and its Affiliates; (2) who worked in Employee's business unit (Group); or (3) about whom Employee had access to confidential information. In the event of breach by the Employee, the specified period will be extended by the period of time of the breach.

12. Subject to Section 13, while employed by Company and its Affiliates, and during the 18-month period after employment with the Company and its Affiliates ends, Employee will not, directly or indirectly, on behalf of himself or others, contact for business purposes, solicit or provide services to clients, or entities considered prospective clients, of Company and its Affiliates for the purpose of selling products or services of the types for which Employee had responsibility or knowledge, or for which Employee had access to Company Confidential Information while employed by the Company and its Affiliates. This restriction applies only to clients of the Company and its Affiliates and entities considered prospective clients by the Company and its Affiliates with whom Employee had contact during the two years prior to the end of his/her employment with the Company and its Affiliates.

13. While employed by a French Affiliate, or after such employment ends and Employee is not transferred to another non-French Affiliate, Sections 9, 10 and 12 shall not apply and the employment contract of Employee or any employment termination agreements shall govern the non-compete obligations of Employee.

14. (a) Employee acknowledges that the Company has agreed to provide Employee with Company Confidential Information during Employee's employment with the Company and its Affiliates. Employee further acknowledges that, if Employee was to leave the employ of Company and its Affiliates for any reason and use or disclose Company Confidential Information, that use or disclosure would cause Company and its Affiliates irreparable harm and injury for which no adequate remedy at law exists. Therefore, in the event of the breach or threatened breach of the provisions of this Attachment I by Employee, the Company and its Affiliates will be entitled to: **(i) recover from the Employee the value of any portion of the Award that has been paid or delivered; (ii) seek injunctive relief against the Employee pursuant to the provisions of subsection (b) below; (iii) recover all damages, court costs, and attorneys' fees incurred by the Company in enforcing the provisions of this Award, and (iv) set-off any such sums to which the Company or any of its Affiliates may be entitled hereunder against any sum which may be owed the Employee by the Company and its Affiliates.**

(b) Because of the difficulty of measuring economic losses to the Company or Employer as a result of a breach of the foregoing covenants, and because of the immediate and irreparable damage that could be caused to the Company for which it would have no other adequate remedy, the Employee agrees that the foregoing covenants may be enforced by the Company in the event of breach by him/her by injunction relief and restraining order, without the necessity of posting a bond, and that such enforcement shall not be the Company's exclusive remedy for a breach but instead shall be in addition to all other rights and remedies available to the Company.

(c) Each of the covenants in this Attachment I will be construed as an agreement independent of any other provision in this Attachment I, and the existence of any claim or cause of action of the Employee against the Company, whether predicated on this Attachment I or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants or provisions.

Employee acknowledges that the remedies contained in the Attachment I for violation of this Attachment I are not the exclusive remedies that the Company may pursue.

15. Employee agrees to promptly disclose in writing to the Company all Company Intellectual Property conceived, developed, improved or reduced to practice by Employee during Employee's employment with the Company and its Affiliates.

Employee will disclose to Company Employee's complete written record of any Company Intellectual Property, including any patent applications, correspondence with patent agents and patent offices, research, written descriptions of the technology, test data, market data, notes, and any other information relating to Company Intellectual Property. Employee will also identify all co-inventors, co-authors, co-composers, partners, joint venture partners and their employees, assistants, or other people to whom the Company Intellectual Property was disclosed in whole or in part, who participated in developing the Company Intellectual Property, or who claim an interest in the Company Intellectual Property. Employee's disclosure will conform to the policies and procedures in place at the time governing such disclosures.

During and after employment with Company, Employee will assist Company in establishing and enforcing intellectual property protection, including obtaining patents, copyrights, or other protections for inventions and copyrightable materials, including participating in, or, if necessary, joining any suit (for which Employee's reasonable expenses will be reimbursed), or including

completing and any signing documents necessary to secure such protections, such contracts, assignments, indicia of ownership, agreements, or any other related documents pertaining to Company Intellectual Property which Company may, in its sole discretion, determine to obtain.

Unless already required under French law or employment contract with Company or an Affiliate, Employee agrees to assign and hereby assigns to Company all Company Intellectual Property including any and all rights, title, and ownership interests that Employee may have in or to Company Intellectual Property patent application, including copyright and any tangible media embodying such Company Intellectual Property, during and subsequent to Employee's employment. Company has and will have the royalty-free right to use or otherwise exploit Company Intellectual Property without any further agreement between Company and Employee. Company Intellectual Property remains the exclusive property of Company whether or not deemed to be a "work made for hire" within the meaning of the copyright laws of the United States. For clarity, Employee does not hereby assign or agree to assign any Pre-existing Intellectual Property to Company.

Employee will not destroy, modify, alter, or secret any document, tangible thing, or information relating to Company Intellectual Property or Company Confidential Information except as occurs in the ordinary performance of Employee's employment.

16. Employee represents and warrants that Employee is not a party to any other agreement that will interfere with Employee's full compliance with this Attachment I or that otherwise may restrict Employee's employment by Company or the performance of Employee's duties for Company. Employee agrees not to enter into any agreement, whether oral or written, in conflict with this Attachment I.

17. Nothing in this Attachment I prohibits Employee from reporting possible violation of law or regulation to any governmental agency or entity, or making disclosures that are protected under a "whistleblower" provision of federal law or regulation.

18. If Employee is employed by an Affiliate of the Company or accepts a transfer to an Affiliate of Company, Employee agrees to the automatic application of all of the terms of this Attachment I to said Affiliate contemporaneously with the acceptance of such transfer, subject to subsequent agreements, if any, executed by Employee and Affiliate of the Company or the Company, and to the fullest extent allowed by law.

APPENDIX: INTELLECTUAL PROPERTY ASSIGNMENT, DISCLOSURE AND WAIVER

The Attachment I, Confidential Information, Intellectual Property, and Non-Compete Agreement incorporates this Appendix, and Employee promises to comply with the terms in this Appendix, and all rules, procedures, policies, and requirements that Company may promulgate consistent with this Appendix.

Automatic Assignment

Unless already required under French law or employment contract with Company or an Affiliate, the Attachment I, Confidential Information, Intellectual Property, and Non-Compete Agreement contains assignment of all Company Intellectual Property.

Employee's Duty to Disclose

For all Company Intellectual Property, Employee will complete and submit to Company an IP Disclosure Form. To the extent and as long as applicable under French law, Company's receipt or acceptance of an IP Disclosure Form does not constitute an admission or agreement to any responses contained therein, does not waive or modify any terms of any agreement between Company and Employee, and does not obligate or bind Company.

Employee must complete and submit an IP Disclosure Form at conception of the invention, any derivative ideas or works, and any improvements or changes to existing knowledge or technology, or as soon as possible thereafter. Employee has a continuing obligation to update the IP Disclosure Form to maintain the form's completeness and correctness.

Employee may obtain an IP Disclosure Form from the Intellectual Property Department. Employee will submit the completed form to the Intellectual Property Department. If desired and applicable under French law, Employee may request waiver any time after submitting the IP Disclosure Form.

Employee must retain and prevent destruction of any material referenced in the IP Disclosure Form, including and not limited to photographs, drawings, schematics, diagrams, figures, testing and development logs, notes, journals, and results, applications to, correspondence with, or registrations from, any patent office, trademark office, copyright office, customs office, or other authority, contracts, licenses, assignments, liens, conveyances, pledges, or other documentation potentially affecting your ownership rights, marketing materials, web sites, press releases, brochures, or other promotional or informational material, any materials evidencing or related to reduction to practice, and other related documentation.

Exhibit 10.4

SCHLUMBERGER [ ] OMNIBUS STOCK INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT

(Includes Confidentiality, Intellectual Property, Non-Competition,
And Non-Solicitation Provisions in Section 8 and Attachment 1)

Effective Date: [ ]

Please note: *If you do not wish to accept this Restricted Stock Unit Award Agreement, you must notify the Stock Department no later than 30 days after this Agreement is made available to you.*

SCHLUMBERGER LIMITED, a Curaçao corporation (the "Company"), hereby grants to the employee named in the Notice of Grant of Award ("Employee") restricted stock units ("RSUs") pursuant to this award agreement (as may be amended, the "Agreement") (the "Award Notice"). Your RSUs are granted pursuant to the Schlumberger [ ] Omnibus Stock Incentive Plan, as may be amended (the "Plan".) Restricted Stock Units are notional units of measurement denominated in shares of common stock of the Company, $.01 par value per share ("Common Stock"). Each Restricted Stock Unit represents a hypothetical share of Common Stock, subject to the conditions and restrictions on transferability set forth herein and in the Plan.

1. Vesting of Restricted Stock Units. The period of time between the grant date specified in the Award Notice (the "Grant Date") and the vesting of Restricted Stock Units (and the termination of restrictions thereon) is the "Restricted Period."

(a) Normal Vesting. The Restricted Stock Units will vest in a single vesting on the third anniversary of the Grant Date ("Vesting Date"), provided that the Employee has been continuously employed by the Company or any of its Subsidiaries from the Grant Date to the Vesting Date. Except as provided in Section 2(b) below, if there is any Termination of Employment (as defined in Section 11 below) during the period from and between the Grant Date until and including the Vesting Date, Employee will immediately and automatically forfeit all Restricted Stock Units. Any questions as to whether and when there has been a Termination of Employment, and the cause of such termination, will be resolved by the Committee (as defined in Section 11 below), and its determination will be final.

(b) Acceleration on Death or Disability. Upon Termination of Employment by reason of Employee's death or Disability (as defined in Section 11 below) or upon Employee's Disability prior to Termination of Employment (as determined by the Committee and within the meaning of Section 409A of the U.S. Internal Revenue Code (the "Code")), all Restricted Stock Units that are not vested at that time immediately and automatically will become vested in full.

(c) Retirement. Upon Termination of Employment from the Company and its Subsidiaries by reason of Employee's Retirement (as defined in Section 11 below), the Restricted Stock Units will continue to vest following Termination of Employment as if Employee continued to be employed with the Company or any of its Subsidiaries, subject to forfeiture in the discretion of the Committee in the event that Employee engages in Detrimental Activity (as defined in Section 11 below).

2. Settlement of Restricted Stock Units. If Employee's Restricted Stock Units vest in accordance with the normal vesting schedule described in the first sentence of Section 2(a) above or pursuant to Section 2(b) above, payment of vested Restricted Stock Units will be made as soon as administratively practicable, but in no event later than 45 days following the date that the Restricted Stock Units vest (the date of any such payment, the "Settlement Date"). Notwithstanding the foregoing, the Committee may, in its sole and absolute discretion, settle the vested Restricted Stock Units in cash based on the Fair Market Value (as defined in Section 11 below) of the shares of Common Stock on the settlement date.

3. Forfeitures of Restricted Stock Units.

(a) At any time during the Restricted Period, upon a Termination of Employment for any reason that does not result in an acceleration or continuation of vesting pursuant to Section 2, Employee will immediately and automatically forfeit all unvested Restricted Stock Units, without the payment of any consideration. Upon forfeiture, neither Employee nor any successors, heirs, assigns or legal representatives of Employee will thereafter have any further rights or interest in the unvested Restricted Stock Units.

(b) Notwithstanding any provision in this Agreement to the contrary, if at any time during the Restricted Period, Employee engages in Detrimental Activity, Employee will immediately and automatically forfeit all Restricted Stock Units without the payment

of any consideration. Upon forfeiture, neither Employee nor any successors, heirs, assigns or legal representatives of Employee will thereafter have any further rights or interest in the unvested Restricted Stock Units.

4. Restrictions on Transfer.

(a) Restricted Stock Units granted hereunder to Employee may not be sold, assigned, transferred, pledged or otherwise encumbered, whether voluntarily or involuntarily, by operation of law or otherwise (any of the foregoing, a "Transfer"), other than (i) to the Company as a result of the forfeiture of Restricted Stock Units, or (ii) by will or the laws of descent and distribution. Payment of Restricted Stock Units after Employee's death will be made to Employee's estate or, in the sole and absolute discretion of the Committee, to the person or persons entitled to receive such payment under applicable laws of descent and distribution.

(b) Consistent with the foregoing, no right or benefit under this Agreement will be subject to Transfer, and any such attempt to Transfer, will have no effect and be void. No right or benefit hereunder will in any manner be liable for or subject to any debts, contracts, liabilities or torts of the person entitled to such benefits. If Employee attempts to Transfer any right or benefit hereunder or if any creditor attempts to subject the same to a writ of garnishment, attachment, execution, sequestration, or any other form of process or involuntary lien or seizure, then such attempt will have no effect and be void and immediately upon any such attempt the Restricted Stock Units will terminate and become of no further effect.

5. Rights as a Stockholder. Employee will have no rights as a stockholder of the Company with regard to the Restricted Stock Units. Rights as a stockholder of the Company will arise only if the Restricted Stock Units are settled in shares of Common Stock pursuant to Section 3 above.

6. Taxes. To the extent that the receipt of Restricted Stock Units hereunder or the payment upon lapse of any restrictions results in income to Employee for federal or state income tax purposes or in any other case where the Company holds the view that it is obligated to withhold taxes, Employee will deliver to the Company immediately prior to the time of such receipt or lapse, as the case may be, such amount of money or shares of Common Stock owned by Employee, at Employee's election, as the Company may require to meet its obligation under applicable tax laws or regulations, and, if Employee fails to do so, the Company is authorized to withhold for a number of vested Restricted Stock Units or cash or other form of remuneration then or thereafter payable to Employee equal to any tax required to be withheld due to such resulting compensation income.

7. Confidential Information, Intellectual Property and Noncompetition. **Employee acknowledges that Employee is in possession of and has access to confidential information of the Company and its Subsidiaries, including material relating to the business, products and services of the Company and its Subsidiaries, and that he or she will continue to have such possession and access during employment by the Company and its Subsidiaries. Employee also acknowledges that the business, products and services of the Company and its Subsidiaries are highly specialized and that it is essential that they be protected. Accordingly, Employee agrees to be bound by the terms and conditions set forth on Attachment I.**

8. Changes in Capital Structure. As more fully described in the Plan, if the outstanding shares of Common Stock at any time are changed or ex¬changed by declaration of a stock dividend, stock split, combination of shares, or recapitalization, the number and kind of Restricted Stock Units will be appropriately and equitably adjusted so as to maintain their equivalence to the proportionate number of shares.

9. Compliance with Securities Laws. The Company will not be required to deliver any shares of Common Stock pursuant to this Agreement if, in the opinion of counsel for the Company, such issuance would violate the Securities Act of 1933 or any other applicable federal or state securities laws or regulations or the laws of any other country. Prior to the issuance of any shares of Common Stock pursuant to this Agreement, the Company may require that Employee (or Employee's legal representative upon Employee's death or Disability) enter into such written representations, warranties and agreements as the Company may reasonably request in order to comply with applicable securities laws or with this Agreement.

10. Limitation of Rights. Nothing in this Agreement or the Plan may be construed to:

(a) give Employee or any other person or entity any right to be awarded any further Restricted Stock Units (or other form of stock incentive awards) other than in the sole discretion of the Committee;

(b) give Employee or any other person or entity any interest in any fund or in any specified asset or assets of the Company (other than the Restricted Stock Units); or

(c) confer upon Employee or any other person or entity the right to continue in the employment or service of the Company or any Subsidiary.

11. Definitions.

(a) “Agreement” is defined in the introduction.

(b) “Award Notice” is defined in Section 1.

(c) “Clawback Policy” is defined in Section 15.

(d) “Code” is defined in Section 2(b).

(e) “Committee” means the Compensation Committee of the Board of Directors of the Company.

(f) “Common Stock” is defined in Section 1.

(g) “Company” means Schlumberger Limited.

(h) “Detrimental Activity” means activity that is determined by the Committee in its sole and absolute discretion to be detrimental to the interests of the Company or any of its Subsidiaries, including but not limited to situations where Employee: (i) divulges trade secrets, proprietary data or other confidential information relating to the Company or to the business of the Company and any Subsidiaries; (ii) enters into employment with or otherwise provides services to (A) any company listed, as of the date of Employee’s Termination of Employment, on the Philadelphia Oil Service Sector Index (or any successor index) or (B) any affiliate of any such listed company, in either case under circumstances suggesting that Employee will be using unique or special knowledge gained as a Company employee or Subsidiary employee with the effect of competing with the Company or its Subsidiaries; (iii) enters into employment with or otherwise provides services to any Direct Competitor; (iv) engages or employs, or solicits or contacts with a view to the engagement or employment of, any person who is an employee of the Company or its Subsidiaries; (v) canvasses, solicits, approaches or entices away or causes to be canvassed, solicited, approached or enticed away from the Company or its Subsidiaries any person who or which is a customer of any of such entities during the Restricted Period; (vi) is determined to have engaged (whether or not prior to termination) in either gross misconduct or criminal activity harmful to the Company or a Subsidiary; or (vii) takes any action that otherwise harms the business interests, reputation, or goodwill of the Company or its Subsidiaries. The Committee may delegate, to an officer of the Company or to a subcommittee of the Committee, its authority to determine whether Employee has engaged in “Detrimental Activity.”

(i) “Direct Competitor” means, as of the date of this Agreement any of the following: (i) Halliburton Company, Baker Hughes, Incorporated, Weatherford International plc, and any other oilfield equipment and services company; and (ii) any entity engaged in seismic data acquisition, processing and reservoir geosciences services to the oil and natural gas industry, including in all cases in (i) and (ii) above, any and all of their parents, subsidiaries, affiliates, joint ventures, divisions, successors, or assigns.

(j) “Disability” means such disability (whether physical or mental impairment) which totally and permanently incapacitates the Employee from any gainful employment in any field which the Employee is suited by education, training, or experience, as determined by the Committee in its sole and absolute discretion.

(k) “Employee” is defined in the introduction.

(l) “Fair Market Value” means, with respect to a share of Common Stock on a particular date, the mean between the highest and lowest composite sales price per share of the Common Stock, as reported on the consolidated transaction reporting system for the New York Stock Exchange for that date, or, if there is no such reported prices for that date, the reported mean price on the last preceding date on which a composite sale or sales were effected on one or more of the exchanges on which the shares of Common Stock were traded will be the Fair Market Value.

(m) “Grant Date” is defined in Section 2.

(n) “Plan” is defined in the introduction.

(o) “Restricted Period” is defined in Section 2.

(p) “Restricted Stock Units” is defined in Section 1.

(q) “Retirement” means either: (i) Employee’s voluntary election to retire from employment with the Company and its Subsidiaries at any time after Employee has reached both the age of 60 and 25 years of service, or (ii) Employee’s voluntary election to retire from employment with the Company and its Subsidiaries at any time after Employee has reached both the age of 55 and 20 years of service, subject, however, to the approval of either (A) the Committee, if Employee is an executive officer of the Company at the time of Employee’s election to retire, or (B) the Retirement Committee, if Employee is not an executive officer of the Company at the time of Employee’s election to retire, which approval under clauses (A) or (B) may be granted or withheld in the sole discretion of the Committee or the Retirement Committee, as applicable.

(r) “Retirement Committee” means a committee consisting of the Company’s Vice President of Human Resources, the Director of HR Operations and the Compensation & Benefits Manager.

(s) “Settlement Date” is defined in Section 3.

(t) “Subsidiary” means (i) in the case of a corporation, a “subsidiary corporation” of the Company as defined in Section 424(f) of the Code and (ii) in the case of a partnership or other business entity not organized as a corporation, any such business entity of which the Company directly or indirectly owns 50% or more of the voting, capital or profits interests (whether in the form of partnership interests, membership interests or otherwise).

(u) “Termination of Employment” means the termination of Employee’s employment with the Company and its Subsidiaries; provided, however, that temporary absences from employment because of illness, vacation or leave of absence and transfers among the Company and its Subsidiaries are not considered a Termination of Employment.

(v) “Transfer” is defined in Section 5(a).

(w) “Vesting Date” is defined in Section 2(a).

12. Committee Determination. Any questions as to whether and when (i) the Employee has engaged in Detrimental Activity, (ii) there has been a Disability, or (iii) there has been a Termination of Employment and the cause of such termination, will be resolved by the Committee, and its determination will be final.

13. Miscellaneous.

(a) Employee hereby acknowledges that he or she has received, reviewed and accepted the terms and conditions contained in this Agreement. Employee hereby accepts such terms and conditions, subject to the provisions of the Plan and administrative interpretations thereof. Employee further agrees that such terms and conditions will control this Agreement, notwithstanding any provisions in any employment agreement or in any prior or subsequent awards.

(b) Employee hereby acknowledges that he or she is to consult with and rely upon only Employee’s own tax, legal, and financial advisors regarding the consequences and risks of this Agreement and the award of Restricted Stock Units.

(c) This Agreement will bind and inure to the benefit of and be enforceable by Employee, the Company and their respective permitted successors or assigns (including personal representatives, heirs and legatees). Employee may not assign any rights or obligations under this Agreement except to the extent, and in the manner, expressly permitted herein.

(d) The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.

(e) This Agreement may not be amended or modified except by a written agreement executed by the Company and Employee or their respective heirs, successors, assigns and legal representatives. The captions of this Agreement are not part of the provisions hereof and are of no force or effect.

(f) The failure of Employee or the Company to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Employee or the Company may have under this Agreement will not be deemed to be a waiver of such provision or right or any other provision or right herein.

(g) Employee and the Company agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

(h) This Agreement and the Plan (a) constitute the entire agreement among the Employee and the Company with respect to the Restricted Stock Units and this Agreement supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof; and (b) are not intended to confer upon any other Person any rights or remedies hereunder. Each party to this Agreement agrees that (i) no other party to this Agreement (including its agents and representatives) has made any representation, warranty, covenant or agreement to or with such party relating to the Restricted Stock Units other than those expressly set forth herein or in the Plan, and (ii) such party has not relied upon any representation, warranty, covenant or agreement relating to the Restricted Stock Units, other than those referred to in clause (i) above.

(i) This Agreement will be governed by and construed in accordance with the laws of the State of Texas (except that no effect will be given to any conflicts of law principles thereof that would require the application of the laws of another jurisdiction). Venue for any dispute arising under this Agreement will lie exclusively in the state and federal courts of Harris County, Texas and the Southern District of Texas, Houston Division, respectively.

14. Section 409A Compliance. This award of Restricted Stock Units is intended to be exempt from or to comply with the provisions of Code Section 409A and will be construed and interpreted accordingly. If Employee is a "specified employee" within the meaning of Code Section 409A(a)(2)(B)(i) on the date of his or her "separation from service" within the meaning of U.S. Treasury Regulation Section 1.409A-1(h), the time of payment otherwise specified in this Agreement will be deferred to the extent required by Code Section 409A.

15. Clawback Policy. The Company's policy on recoupment of performance-based bonuses, as amended from time to time (its "Clawback Policy"), will apply to the Restricted Stock Units, any shares of Common Stock delivered hereunder, and any profits realized on the sale of such shares to the extent that Employee is covered by the Clawback Policy. Employee acknowledges that if Employee is covered by such policy, the policy may result in the recoupment of Restricted Stock Units awarded, any shares of Common Stock delivered hereunder and profits realized on the sale of such shares either before, on or after the date on which Employee becomes subject to such policy.

16. Acceptance of Award. Employee is deemed to accept the award of Restricted Stock Units under this Agreement and to agree that such award is subject to the terms and conditions set forth in this Agreement and the Plan unless Employee provides the Company written notification not later than 10 days after Employee's receipt of this Agreement of Employee's rejection of this award of Restricted Stock Units (in which case such awards will be forfeited and Employee will have no further right or interest therein as of such date).

ATTACHMENT I
Confidential Information, Intellectual Property,
Non-Compete and Non-Solicitation Agreement

1. Definitions.

1.1. "Company Confidential Information" is any and all information in any form or format relating to the Company or any Affiliate (whether communicated orally, electronically, visually, or in writing), including but is not limited to technical information, software, databases, methods, know-how, formulae, compositions, drawings, designs, data, prototypes, processes, discoveries, machines, inventions, well logs or other data, equipment, drawings, notes, reports, manuals, business information, compensation data, clients lists, client preferences, client needs, client designs, financial information, credit information, pricing information, information relating to future plans, marketing strategies, new product research, pending projects and proposals, proprietary design processes, research and development strategies, information relating to employees, consultants and independent contractors including information relating to salaries, compensation, contracts, benefits, inceptive plans, positions, duties, qualifications, project knowledge, other valuable confidential information, intellectual property considered by the Company or any of its Affiliates to be confidential, trade secrets, patent applications, and related filings and similar items regardless of whether or not identified as confidential or proprietary. For the purposes of this Attachment I, Company Confidential Information also includes any type of information listed above generated by the Company or any of its Affiliates for client or that has been entrusted to the Company or any of its Affiliates by a client or other third party.

1.2. "Intellectual Property" is all patents, trademarks, copyrights, trade secrets, Company Confidential Information, new or useful arts, ideas, discoveries, inventions, improvements, software, business information, lists, designs, drawings, writings, contributions, works of authorship, findings or improvements, formulae, processes, product development, manufacturing techniques, business methods, information considered by Company to be confidential, tools, routines and methodology, documentation, systems, enhancements or modifications thereto, know-how, and developments, any derivative works and ideas whether or not patentable, and any other form of intellectual property.

1.3. "Pre-existing Intellectual Property" is all Intellectual Property that was authored, conceived, developed, or reduced to practice by Employee before the term of Employee's employment with the Company or any Affiliate began.

1.4 "Company Intellectual Property" is all Intellectual Property that was authored, conceived, developed, or reduced to practice by Employee (either solely or jointly with others), in the term of his/her employment: (a) at the Company's expense or the expense of any Affiliate; (b) using any of the Company's materials or facilities or the materials or facilities of any Affiliate; (c) during the Employee's working hours; or (d) that is applicable to any activity of Company or any of its Affiliates, including but not limited to business, research, or development activities. Company Intellectual Property may be originated or conceived during the term of Employee's employment but completed or reduced to practice thereafter. Company Intellectual Property will be deemed a "work made for hire" as that term is defined by the copyright laws of the United States. Company Intellectual Property includes any Pre-existing Intellectual Property assigned, licensed, or transferred to Company, and any Pre-existing Intellectual Property in which Company has a vested or executory interest.

1.5. "Affiliate" means any entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Company, where "control" in relation to a company means the direct or indirect ownership of at least fifty-percent of the voting securities or shares.

2. Employee agrees to comply with all of the Company's policies and codes of conduct as it may promulgate from time to time, including those related to confidential information and intellectual property. Nothing in those policies will be deemed to modify, reduce, or waive Employee's obligations in this Attachment I. In the event of any conflict or ambiguity, this Attachment I prevails.

3. Company does not wish to receive from Employee any confidential or proprietary information of a third party to which Employee owes an obligation of confidence. Employee will not disclose to Company or any of its Affiliates or use while employed by Company or any of its Affiliates any information for which he or she is subject to an obligation of confidentiality to any former employer or other third party. Employee represents that his or her duties as an employee of Company and Employee's performance of this Attachment I do not and will not breach any agreement or duty to keep in confidence information, knowledge, or data acquired by Employee outside of Employee's employment with Company or any of its Affiliates.

4. During the Employee's term of employment, the Company or, applicable its Affiliates, will provide Employee and Employee will receive access to Company Confidential Information that is proprietary, confidential, valuable, and relates to Company's business.

5. Other than in the proper performance of Employee's duties for the Company or any of its Affiliates, Employee agrees not publish, disclose or transfer to any person or third party, or use in any way other than in Company's business or that of or any of its Affiliates, any confidential information or material of Company or any of its Affiliates, including Company Confidential Information and Company Intellectual Property, either during or after employment with Company.

6. Except as required in performing Employee's duties for the Company or any of its Affiliates, Employee agrees not remove from Company's premises or its control any Company Confidential Information including but not limited to equipment, drawings, notes, reports, manuals, invention records, software, customer information, well logs or other data, or other material, whether produced by Employee or obtained from Company. This includes copying or transmitting such information via personal digital devices, mobile phones, external hard drives, USB "flash" drives, USB storage devices, FireWire storage devices, floppy discs, CD's, DVD's, personal email accounts, online or cloud storage accounts, memory cards, Zip discs, and any other similar media or means of transmitting, storing or archiving data outside of Schlumberger-supported systems.

7. During the term of employment with Company or any of its Affiliates, Employee agrees not to engage, as an employee, officer, director, consultant, partner, owner or another capacity, in any activity or business competitive to that of the Company or any of its Affiliates.

8. Employee agrees to deliver all Company Confidential Information and materials to Company immediately upon request, and in any event upon termination of employment. If any such Company Confidential Information has been stored on any personal electronic data storage device, including a home or personal computer, or personal email, online or cloud storage accounts, Employee agrees to notify the Company and its Affiliates and make available the device and account to the Company for inspection and removal of the information.

9. Employee recognizes and acknowledges that Company Confidential Information constitutes protectable information belonging to Company and its Affiliates, including deemed trade secrets defined under applicable laws. In order to protect Company and its Affiliates against any unauthorized use or disclosure of Company Confidential Information and in exchange for the Company's promise to provide Employee with access to Company Confidential Information and other consideration during employment with Company and its Affiliates, Employee agrees that for a period of one year following the end of employment with Company, Employee will not within the Restricted Territory directly or indirectly work for or assist (whether as an owner, employee, consultant, contractor or otherwise) any business or commercial operation whose business directly or indirectly competes with any area of the Company's business in which Employee was employed by Company. Moreover, Employee agrees that Company may provide a copy of this Attachment I to any entity for whom Employee provides services in the one-year period following the date of termination of Employee's employment with Company and its Affiliates. In the event of breach by the Employee, the specified period will be extended by the period of time of the breach.

Employee recognizes and acknowledges that the business, research, products, and services of Company and its Affiliates are by nature worldwide in scope, and that Company and its Affiliates are not required to maintain a physical location in close proximity to its customers. Employee agrees that in order to protect Company Confidential Information, business interests and goodwill, the "Restricted Territory" includes any county, parish, borough, or foreign equivalent: (1) in which Company has customers or service assignments about which Employee received or obtained Company Confidential Information during his/her employment with Company; (2) in which Employee had a customer or service assignment for Company in the one-year period preceding Employee's termination; or (3) in which Company had a work site, job site, facility, or office, at which Employee had a work activity for Company in the one-year period preceding Employee's termination. With respect to competitive activities in Louisiana, the Restricted Territory will be limited to the following parishes: Acadia, Allen, Bossier, Caddo, Calcasieu, Cameron, Claiborne, De Soto, Evangeline, Iberia, Jefferson, Lafayette, Lafourche, Orleans, Ouachita, Plaquemines, Red River, Sabine, St. Charles, St. Landry, St. Mary's, Tangipahoa, Terrabone, Union, Vermillion, and West Baton Rouge.

10. Company has attempted to place the most reasonable limitations on Employee's subsequent employment opportunities consistent with the protection of Company's and its Affiliates' valuable trade secrets, Company Confidential Information, business interests, and goodwill. Employee acknowledges that the limitations contained herein, especially limitations as to time, scope, and geography, are reasonable. In order to accommodate Employee in obtaining subsequent employment, Company and its Affiliates may, in their discretion, grant a waiver of one or more of the restrictions on subsequent employment herein. A request for a waiver must be in writing and must be received by Company at least 45 days before the proposed starting date of the employment for which Employee is seeking a waiver. The request must include the full name and address of the organization with which Employee is seeking employment; the department or area in which Employee proposes to work; the position or job title to be held by Employee; and a complete description of the duties Employee expects to perform for such employer. The decision to grant a waiver will be in the Company's discretion. If Company decides to grant a waiver, the waiver may be subject to such restrictions or conditions as Company may impose and will not constitute a waiver of any other term.

11. While employed by Company and its Affiliates, and during the 18-month period or after employment with Company and its Affiliates ends, Employee will not directly nor indirectly, on Employee's own behalf or on behalf of any person or entity, recruit, hire, solicit, or assist others in recruiting, hiring, or soliciting any person, who is, at the time of the recruiting, hiring, or solicitation, an employee, consultant, or contractor of Company to leave Company and its Affiliates, diminish their relationship with the Company and its Affiliates, or work for a competing business. This restriction will be limited to persons: (1) with whom Employee had contact or business dealings while employed by Company and its Affiliates; (2) who worked in Employee's business unit (Group); or (3) about whom Employee had access to confidential information. In the event of breach by the Employee, the specified period will be extended by the period of time of the breach.

12. While employed by Company and its Affiliates, and during the 18-month period after employment with the Company and its Affiliates ends, Employee will not, directly or indirectly, on behalf of himself or others, contact for business purposes, solicit or provide services to clients, or entities considered prospective clients, of Company and its Affiliates for the purpose of selling products or services of the types for which Employee had responsibility or knowledge, or for which Employee had access to Company Confidential Information while employed by the Company and its Affiliates. This restriction applies only to clients of the Company and its Affiliates and entities considered prospective clients by the Company and its Affiliates with whom Employee had contact during the two years prior to the end of his/her employment with the Company and its Affiliates.

13. (a) Employee acknowledges that Company has agreed to provide Employee with Company Confidential Information during Employee's employment with Company and its Affiliates. Employee further acknowledges that, if Employee was to leave the employ of Company and its Affiliates for any reason and use or disclose Company Confidential Information, that use or disclosure would cause Company and its Affiliates irreparable harm and injury for which no adequate remedy at law exists. Therefore, in the event of the breach or threatened breach of the provisions of this Attachment I by Employee, Company and its Affiliates will be entitled to: (i) recover from the Employee the value of any portion of the Award that has been paid or delivered; (ii) seek injunctive relief against the Employee pursuant to the provisions of subsection (b) below; (iii) recover all damages, court costs, and attorneys' fees incurred by the Company in enforcing the provisions of this Award, and (iv) set-off any such sums to which the Company or any of its Affiliates may be entitled hereunder against any sum which may be owed the Employee by the Company and its Affiliates.

(a) (b) Because of the difficulty of measuring economic losses to the Company or Employer as a result of a breach of the foregoing covenants, and because of the immediate and irreparable damage that could be caused to the Company for which it would have no other adequate remedy, the Employee agrees that the foregoing covenants may be enforced by the Company in the event of breach by him/her by injunction relief and restraining order, without the necessity of posting a bond, and that such enforcement will not be the Company's exclusive remedy for a breach but instead will be in addition to all other rights and remedies available to the Company.

(b) (c) Each of the covenants in this Attachment I will be construed as an agreement independent of any other provision in this Attachment I, and the existence of any claim or cause of action of the Employee against the Company, whether predicated on this Attachment I or otherwise, will not constitute a defense to the *enforcement by the Company of such covenants or provisions*.

Employee acknowledges that the remedies contained in the Attachment I for violation of this Attachment I are not the exclusive remedies that Company may pursue.

14. Employee agrees to promptly disclose in writing to Company all Company Intellectual Property conceived, developed, improved or reduced to practice by Employee during Employee's employment with Company and its Affiliates.

Employee will disclose to Company Employee's complete written record of any Company Intellectual Property, including any patent applications, correspondence with patent agents and patent offices, research, written descriptions of the technology, test data, market data, notes, and any other information relating to Company Intellectual Property. Employee will also identify all co-inventors, co-authors, co-composers, partners, joint venture partners and their employees, assistants, or other people to whom the Company Intellectual Property was disclosed in whole or in part, who participated in developing the Company Intellectual Property, or who claim an interest in the Company Intellectual Property. Employee's disclosure will conform to the policies and procedures in place at the time governing such disclosures.

During and after employment with Company, Employee will assist Company in establishing and enforcing intellectual property protection, including obtaining patents, copyrights, or other protections for inventions and copyrightable materials, including participating in, or, if necessary, joining any suit (for which Employee's reasonable expenses will be reimbursed), or including completing and any signing documents necessary to secure such protections, such contracts, assignments, indicia of ownership, agreements, or any other related documents pertaining to Company Intellectual Property which Company may, in its sole discretion, determine to obtain.

Employee agrees to assign and hereby assigns to Company all Company Intellectual Property including any and all rights, title, and ownership interests that Employee may have in or to Company Intellectual Property patent application, including copyright and any tangible media embodying such Company Intellectual Property, during and subsequent to Employee's employment. Company has and will have the royalty-free right to use or otherwise exploit Company Intellectual Property without any further agreement between Company and Employee. Company Intellectual Property remains the exclusive property of Company whether or not deemed to be a "work made for hire" within the meaning of the copyright laws of the United States. For clarity, Employee does not hereby assign or agree to assign any Pre-existing Intellectual Property to Company.

Employee is hereby notified that certain statutes in some U.S. states relate to ownership and assignment of inventions. At relevant locations and in accordance with those statutes, Company agrees that this Attachment I does not apply to an invention developed by Employee entirely on his or her own time without use of the Company Group's equipment, supplies, facilities, systems, or confidential information, except for inventions that relate to Company Group's business, or actual or anticipate research or development of Company Group or work performed by Employee for Company Group. For this purpose, "Company Group" means the Company and all Affiliates.

Employee will not destroy, modify, alter, or secret any document, tangible thing, or information relating to Company Intellectual Property or Company Confidential Information except as occurs in the ordinary performance of Employee's employment.

15. Waiver of any term of this Attachment I by Company will not operate as a waiver of any other term of this Attachment I. A failure to enforce any provision of this Attachment I will not operate as a waiver of Company's right to enforce any other provision of this Attachment I.

16. Employee represents and warrants that Employee is not a party to any other agreement that will interfere with Employee's full compliance with this Attachment I or that otherwise may restrict Employee's employment by Company or the performance of Employee's duties for Company. Employee agrees not to enter into any agreement, whether oral or written, in conflict with this Attachment I.

17. This Attachment I may be enforced by, will inure to the benefit of, and be binding upon Company, its successors, and assigns. This Attachment I is binding upon Employee's heirs and legal representatives.

18. Nothing in this Attachment I prohibits Employee from reporting possible violation of federal law or regulation to any governmental agency or entity, or making disclosures that are protected under a "whistleblower" provision of federal law or regulation.

19. If Employee is employed by an Affiliate of the Company or by accepting a transfer to an Affiliate of Company, Employee agrees to the automatic application of all of the terms of this Attachment I to said Affiliate contemporaneously with the acceptance of such transfer, subject to subsequent agreements, if any, executed by Employee and Affiliate of Company or Company, and to the fullest extent allowed by law.

20. Should any portion of this Attachment I be held invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the other portions of this Attachment I. The parties hereby agree that any portion held to be invalid, unenforceable, or void will be deemed amended, reduced in scope or deleted to the extent required to be valid and enforceable in the jurisdiction of such holding. The parties agree that, upon a judicial finding of invalidity, unenforceability, or void, the court so finding may reform the agreement to the extent necessary for enforceability, and enter an order enforcing the reformed Attachment I. No court ordered reformation or amendment will give rise to a finding of knowing, willful, or bad faith unreasonableness against Company regarding this Attachment I.

21. This Confidential Information, Intellectual Property and Non-Compete Agreement supersedes any previous agreement, oral or written, between Employee and Company relating to the subject matter thereof.

APPENDIX: INTELLECTUAL PROPERTY ASSIGNMENT, DISCLOSURE AND WAIVER

The Attachment II, Confidential Information, Intellectual Property, and Non-Compete Agreement incorporates this Appendix, and Employee promises to comply with the terms in this Appendix, and all rules, procedures, policies, and requirements that Company may promulgate consistent with this Appendix.

Automatic Assignment

The Attachment II, Confidential Information, Intellectual Property, and Non-Compete Agreement contains assignment of all Company Intellectual Property.

Employee's Duty to Disclose

For all Company Intellectual Property, Employee will complete and submit to Company an IP Disclosure Form. Company's receipt or acceptance of an IP Disclosure Form does not constitute an admission or agreement to any responses contained therein, does not waive or modify any terms of any agreement between Company and Employee, and does not obligate or bind Company.

Employee must complete and submit an IP Disclosure Form at conception of the invention, any derivative ideas or works, and any improvements or changes to existing knowledge or technology, or as soon as possible thereafter. Employee has a continuing obligation to update the IP Disclosure Form to maintain the form's completeness and correctness.

Employee may obtain an IP Disclosure Form from the Intellectual Property Department. Employee will submit the completed form to the Intellectual Property Department. If desired, Employee may request waiver any time after submitting the IP Disclosure Form.

Employee must retain and prevent destruction of any material referenced in the IP Disclosure Form, including and not limited to photographs, drawings, schematics, diagrams, figures, testing and development logs, notes, journals, and results, applications to, correspondence with, or registrations from, any patent office, trademark office, copyright office, customs office, or other authority, contracts, licenses, assignments, liens, conveyances, pledges, or other documentation potentially affecting your ownership rights, marketing materials, web sites, press releases, brochures, or other promotional or informational material, any materials evidencing or related to reduction to practice, and other related documentation.

Waiver of Automatic Assignment

Company may, in its sole discretion, waive the automatic assignment provision using such criteria as Company, in its sole discretion, may decide to use. No waiver of the automatic assignment provision is effective unless in a writing signed by a person authorized by the Company.

No waiver of the automatic assignment provision of any Company Intellectual Property relating to the business of the Company or arising out of Employee's employment with the Company will be effective without the submission of a complete and correct IP Disclosure Form. No waiver of the automatic assignment provision is effective if Employee's IP Disclosure Form is incomplete, incorrect, otherwise defective, or if any misrepresentation has been made. Employee is estopped from asserting waiver, and any waiver will be void and/or voidable, if the waiver is obtained in violation of the Attachment II, Confidential Information, Intellectual Property and Non-Compete Agreement, this Appendix, or obtained through fraud, negligence, failure to disclose, or incorrect, incomplete, or defective information on an IP Disclosure Form.

SCHLUMBERGER [ ] OMNIBUS STOCK INCENTIVE PLAN
NON-QUALIFIED STOCK OPTION AGREEMENT
(Includes Confidentiality, Intellectual Property, Non-Competition,
And Non-Solicitation Provisions in Section 8 and Attachment 1)

Effective Date: [ ]

Please note: *If you do not wish to accept this Stock Option Agreement, you must notify the Stock Department no later than 30 days after this Agreement is made available to you.*

SCHLUMBERGER LIMITED, a Curaçao corporation (the "Company"), hereby grants to the employee named in the Notice of Grant of Award ("Employee")a non-qualified stock option (the "Non-Qualified Option") to purchase common stock of the Company, par value $0.01 per share ("Common Stock") pursuant to this option agreement (as may be amended, the "Agreement"). Your Non-Qualified Option is subject to all the terms and conditions of the Schlumberger [ ] Omnibus Stock Incentive Plan, as may be amended (the "Plan") and this Agreement. Your Non-Qualified Option is not intended to constitute an "incentive stock option" under Section 422 of the U.S. Internal Revenue Code of 1986 and the Treasury Regulations promulgated thereunder.

1. Award. The date of grant of this Non-Qualified Option (the "Grant Date"), the Non-Qualified Option exercise price and the number of shares of Common Stock subject to this Non-Qualified Option (collectively, the "Option Shares") are set forth in the Notice of Grant of Award. Except as set forth below, this Non-Qualified Option expires on the tenth anniversary of the Grant Date.

2. Vesting of Non-Qualified Option.

(a) The Option Shares will become purchasable in installments, which are cumulative. The date on which each installment will become exercisable and the number of shares of Common Stock comprising each installment are as follows:

DATE	OPTION SHARES EXERCISABLE
1st Anniversary of the Grant Date	20%
2nd Anniversary of the Grant Date	20%
3rd Anniversary of the Grant Date	20%
4th Anniversary of the Grant Date	20%
5th Anniversary of the Grant Date	20%

(b) In keeping with the Company's general policy, the terms of this Agreement, including the vesting schedules, are put in place in certain countries to comply with local regulations. The vesting schedule above, and therefore your ability to exercise your Non-Qualified Option at certain times and certain other terms of the Non-Qualified Option, may change if you move from one country to another. Currently, the Company has in place a sub-plan for France that governs stock options issued to grantees residing in France or who are on a French payroll.

3. Exercise of Non-Qualified Option.

(a) This Non-Qualified Option may be exercised only by delivering to the Company a written notice (or an electronic notice in the manner specified by the Compensation Committee of the Board of Directors (the "Board") of the Company (the "Committee")) specifying the number of shares of Common Stock you wish to purchase. The Committee, which is authorized by the Board to administer the Plan, hereby notifies you that the Non-Qualified Option price may be paid, subject to such rules and procedures in effect at such time and as the Committee may prescribe from time to time, (i) in cash or certified check, (ii) by the delivery of shares of Common Stock with a Fair Market Value at the time of exercise equal to the total Non-Qualified Option price, (iii) by a combination of the methods described in (i) and (ii), and (iv) subject to applicable law, and the Company's Securities Transactions – Insider Trading Standard through a broker-assisted cashless exercise, or "sell-to-cover" arrangement in accordance with the procedures approved by the Committee.

(b) Please see the Company's Stock Department website, which is set forth in the last paragraph of this Agreement for further information. Any changes in the terms and procedures of this program, and any additional program that the Committee may authorize in the future, will be communicated to you on the Company's Stock Department website.

4. Termination of Employment. This Non-Qualified Option will expire earlier than the date set forth above if you terminate employment with the Company and its Subsidiaries.

(a) Termination with Company Consent. If you terminate employment with consent of the Company or a Subsidiary, as applicable, any exercise of this Non-Qualified Option must be made within three (3) months of termination of employment (or expiration date, if earlier) and then only to the extent the Non-Qualified Option was exercisable upon termination, unless you terminate employment due to Retirement (as provided in Section 4(b) below) or Special Retirement (as provided in Section 4(c) below), or terminate employment as a result of death or Disability (as provided in Section 4(d) below).

(b) Retirement. If your employment with the Company and its Subsidiaries is terminated due to Retirement (as defined in Section 11 below), your Non-Qualified Option will, subject to forfeiture provisions in the event you engage in Detrimental Activity (as defined in Section 11 below): (i) continue to vest post-Retirement as if you remained employed with the Company and its Subsidiaries and (ii) have an exercise period of 10 years from the original date of grant (the "Retirement Exercise Period").

(c) Special Retirement. If your employment with the Company and its Subsidiaries is terminated due to Special Retirement (as defined in Section 11 below), your Non-Qualified Option will be exercisable at any time during the period of sixty (60) months after such termination or the remainder of the term of the Non-Qualified Option, whichever is less (the "Special Retirement Exercise Period"), provided that such option may be exercised after such termination and before expiration only to the extent that it is exercisable on the date of such termination.

(d) Death or Disability. If your employment with the Company and its Subsidiaries is terminated due to death or Disability (as defined in Section 11 below), your Non-Qualified Option will automatically become fully vested and exercisable. You may exercise the outstanding Non-Qualified Option at any time during the period of 60 months after such termination or the remainder of the term of the Non-Qualified Option, whichever is less (the "Disability Exercise Period" or "Death Exercise Period", as applicable). In the event that you die while employed with the Company or any Subsidiary or during the Special Retirement Exercise Period, the Retirement Exercise Period or the Disability Exercise Period, your Non-Qualified Option may be exercised only by the person or persons entitled thereto under your will or under the laws of descent and distribution to the extent exercisable by you on the date of your death and to the extent the term of the Non-Qualified Option has not expired within such Special Retirement Exercise Period, the Retirement Exercise Period or Disability Exercise Period, as applicable.

(e) Breach or Misconduct; Without Consent. If termination of your employment with the Company and its Subsidiaries is because of breach of your employment contract, if any, or your misconduct, this Non-Qualified Option will immediately and automatically expire and terminate. Termination of your employment without consent of the Company or a Subsidiary, as applicable, will cause your Non-Qualified Option to expire immediately.

(f) Detrimental Activity. This Non-Qualified Option may be forfeited, and any exercise you have made of this Non-Qualified Option may be rescinded, as further described below, if you engage in certain Detrimental Activity (as defined in Section 11 below). Specifically, if you engage in Detrimental Activity while employed with the Company or its Subsidiaries or within one year following termination of employment for any reason other than Retirement, Special Retirement or Disability, this Non-Qualified Option will immediately and automatically expire and terminate and the Committee may rescind any exercise that you made under this option within six months preceding or three months following your termination.

If you engage in Detrimental Activity while employed with the Company or its Subsidiaries or within five years following termination of employment by reason of Special Retirement or Disability, this Non-Qualified Option will immediately and automatically expire and terminate and the Committee may rescind any exercise that you made under this option within the period beginning six months prior to your termination by Special Retirement or Disability and ending on the expiration of your Special Retirement Exercise Period or Disability Exercise Period.

If you engage in Detrimental Activity while employed with the Company or its Subsidiaries or within your Retirement Exercise Period, this Non-Qualified Option will immediately and automatically expire and terminate and the Committee may rescind any exercise that you made under this option within the period beginning six months prior to your termination by Retirement and ending on the expiration of your Retirement Exercise Period. In the event that any option exercise is rescinded by the Committee as described above, you will be obligated to pay the Company within 10 days following written demand an amount equal to the spread on the shares of Common Stock with respect to which the rescinded exercise applied. (The "spread" for this purpose is the difference between the aggregate exercise price and aggregate Fair Market Value of the shares as to which you exercised your option, with Fair Market Value determined as of the exercise date.)

5. Restrictions Imposed by Law. As contemplated by the Plan, you may not exercise your Non-Qualified Option or any portion thereof, and no obligation exists to issue or release shares of Common Stock or accept an exercise of this Non-Qualified

Option, if the issuance or release of shares or the acceptance of the Non-Qualified Option exercise by the Company or a Subsidiary constitutes a violation of any governmental law or regulation.

6. Assignability. This Non-Qualified Option is not transferable or assignable except by will or laws of descent and distribution and then only to the extent exercisable at death.

7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas (except that no effect will be given to any conflicts of law principles thereof that would require the application of the laws of another jurisdiction). Venue for any dispute arising under this Agreement will lie exclusively in the state and federal courts, as applicable, of Harris County, Texas and the Southern District of Texas, Houston Division, respectively.

8. *Confidential Information, Intellectual Property and Noncompetition*. ***Employee acknowledges that Employee is in possession of and has access to confidential information of the Company and its Subsidiaries, including material relating to the business, products and services of the Company and its Subsidiaries, and that he or she will continue to have such possession and access during employment by the Company and its Subsidiaries. Employee also acknowledges that the business, products and services of the Company and its Subsidiaries are highly specialized and that it is essential that they be protected. Accordingly, Employee agrees to be bound by the terms and conditions set forth on Attachment I.***

9. No Right to Future Awards. The grant of this Non-Qualified Option is subject to the terms of the Plan, which is discretionary in nature, and the terms of this Agreement. The grant of this Non-Qualified Option is a one-time benefit, and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options. All determinations with respect to any such future grants, including, but not limited to, the times when options will be granted, the number of shares of Common Stock subject to each option, the option price, and the time or times when each option will be exercisable, will be at the sole discretion of the Committee. Your participation in the Plan is voluntary. The grant of this Non-Qualified Option is an extraordinary item of compensation which is outside the scope of your oral, written or implied employment contract, if any. This Non-Qualified Option is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments. The vesting of this Non-Qualified Option ceases upon termination of employment for any reason except as otherwise explicitly provided in this Agreement.

10. Disclosure. You (i) authorize the Committee, the Company and any affiliated employer entity, and any agent of the Committee administering the Plan or providing Plan recordkeeping services, to disclose to the Committee, the Company or any of its affiliates such information and data as the Committee or the Company will request in order to facilitate the grant of options and the administration of the Plan; (ii) waive any data privacy rights you may have with respect to such information, to the extent permitted under applicable law; and (iii) authorize the Company and any such agent to store and transmit such information in electronic form.

11. Definitions.

(a) “Agreement” is defined in the introduction.

(b) “Board” is defined in Section 3(a).

(c) “Clawback Policy” is defined in Section 12.

(d) “Committee” is defined in Section 3(a).

(e) “Common Stock” is defined in the introduction.

(f) “Company” means Schlumberger Limited.

(g) “Detrimental Activity” means activity that is determined by the Committee in its sole and absolute discretion to be detrimental to the interests of the Company or any of its Subsidiaries, including but not limited to situations where you: (i) divulge trade secrets, proprietary data or other confidential information relating to the Company or to the business of the Company and any Subsidiaries; (ii) enter into employment with or otherwise provides services to (A) any company listed, as of the date of your termination of employment, on the Philadelphia Oil Service Sector Index (or any successor index) or (B) any affiliate of any such listed company, in either case under circumstances suggesting that you will be using unique or special knowledge gained as a Company employee or Subsidiary employee with the effect of competing with the Company or its Subsidiaries; (iii) enter into employment with or otherwise provides services to any Direct Competitor; (iv) engage or employ, or solicit or contact with a view to the engagement or employment of, any person who is an employee of the Company or its Subsidiaries; (v) canvass, solicit, approach or entice away or cause to be canvassed, solicited, approached or enticed away from the Company or its Subsidiaries any person who

or which is a customer of any of such entities during the period of time between the Grant Date and the vesting of the Option Shares; (vi) are determined to have engaged (whether or not prior to termination) in either gross misconduct or criminal activity harmful to the Company or a Subsidiary; or (vii) take any action that otherwise harms the business interests, reputation, or goodwill of the Company or its Subsidiaries. The Committee may delegate, to an officer of the Company or to a subcommittee of the Committee, its authority to determine whether you have engaged in "Detrimental Activity."

(h) "Direct Competitor" means, as of the date of this Agreement any of the following: (i) Halliburton Company, Baker Hughes, Incorporated, Weatherford International plc, and any other oilfield equipment and services company; and (ii) any entity engaged in seismic data acquisition, processing and reservoir geosciences services to the oil and natural gas industry, including in all cases in (i) and (ii) above, any and all of their parents, subsidiaries, affiliates, joint ventures, divisions, successors, or assigns.

(i) "Death Exercise Period" is defined in Section 4(d).

(j) "Disability" means such disability (whether through physical or mental impairment) which totally and permanently incapacitates you from any gainful employment in any field which you are suited by education, training, or experience, as determined by the Committee in its sole and absolute discretion.

(k) "Disability Exercise Period" is defined in Section 4(d).

(l) "Fair Market Value" means, with respect to a share of Common Stock on a particular date, the mean between the highest and lowest composite sales price per share of the Common Stock, as reported on the consolidated transaction reporting system for the New York Stock Exchange for that date, or, if there will have been no such reported prices for that date, the reported mean price on the last preceding date on which a composite sale or sales were effected on one or more of the exchanges on which the shares of Common Stock were traded will be the Fair Market Value.

(m) "Grant Date" is defined in Section 1.

(n) "Non-Qualified Option" is defined in the introduction.

(o) "Option Shares" is defined in Section 1.

(p) "Plan" is defined in the introduction.

(q) "Retirement" means either: (i) your voluntary election to retire from employment with the Company and its Subsidiaries at any time after you have reached both the age of 60 and 25 years of service, or (ii) your voluntary election to retire from employment with the Company and its Subsidiaries at any time after you have reached both the age of 55 and 20 years of service; subject, however, to the approval of either (A) the Committee, if you are an executive officer of the Company at the time of your election to retire, or (B) the Retirement Committee, if you are not an executive officer of the Company at the time of your election to retire, which approval under clauses (A) or (B) may be granted or withheld in the sole discretion of the Committee or the Retirement Committee, as applicable.

(r) "Retirement Committee" means a committee consisting of the Company's Vice President of Human Resources, the Director of HR Operations and the Compensation & Benefits Manager.

(s) "Retirement Exercise Period" is defined in Section 4(b).

(t) "Special Retirement" means termination of your employment with the Company and all Subsidiaries at or after (i) age 55 or (ii) age 50 and completion of at least 10 years of service with the Company and all Subsidiaries.

(u) "Special Retirement Exercise Period" is defined in Section 4(c).

(v) "Subsidiary" means (i) in the case of a corporation, a "subsidiary corporation" of the Company as defined in Section 424(f) of the Code and (ii) in the case of a partnership or other business entity not organized as a corporation, any such business entity of which the Company directly or indirectly owns 50% or more of the voting, capital or profits interests (whether in the form of partnership interests, membership interests or otherwise).

12. Clawback Policy. The Company's policy on recoupment of performance-based bonuses, as amended from time to time (its "Clawback Policy"), will apply to the Non-Qualified Option, any shares of Common Stock delivered hereunder, and any profits

realized on the sale of such shares to the extent that you are covered by the Clawback Policy. You acknowledge that if you are covered by such policy, the policy may result in the recoupment of the Non-Qualified Option, any shares of Common Stock delivered hereunder and profits realized on the sale of such shares either before, on or after the date on which you become subject to such policy.

13. More Information. The Plan and prospectus are both available on-line at www.myshares.slb.com. A paper copy of the Plan and prospectus may be obtained by contacting the Stock Options Department, Schlumberger Limited, 5599 San Felipe, 17th Floor, Houston, Texas 77056.

ATTACHMENT I
Confidential Information, Intellectual Property,
Non-Compete and Non-Solicitation Agreement

1. Definitions.

1.1. "Company Confidential Information" is any and all information in any form or format relating to the Company or any Affiliate (whether communicated orally, electronically, visually, or in writing), including but is not limited to technical information, software, databases, methods, know-how, formulae, compositions, drawings, designs, data, prototypes, processes, discoveries, machines, inventions, well logs or other data, equipment, drawings, notes, reports, manuals, business information, compensation data, clients lists, client preferences, client needs, client designs, financial information, credit information, pricing information, information relating to future plans, marketing strategies, new product research, pending projects and proposals, proprietary design processes, research and development strategies, information relating to employees, consultants and independent contractors including information relating to salaries, compensation, contracts, benefits, inceptive plans, positions, duties, qualifications, project knowledge, other valuable confidential information, intellectual property considered by the Company or any of its Affiliates to be confidential, trade secrets, patent applications, and related filings and similar items regardless of whether or not identified as confidential or proprietary. For the purposes of this Attachment I, Company Confidential Information also includes any type of information listed above generated by the Company or any of its Affiliates for client or that has been entrusted to the Company or any of its Affiliates by a client or other third party.

1.2. "Intellectual Property" is all patents, trademarks, copyrights, trade secrets, Company Confidential Information, new or useful arts, ideas, discoveries, inventions, improvements, software, business information, lists, designs, drawings, writings, contributions, works of authorship, findings or improvements, formulae, processes, product development, manufacturing techniques, business methods, information considered by Company to be confidential, tools, routines and methodology, documentation, systems, enhancements or modifications thereto, know-how, and developments, any derivative works and ideas whether or not patentable, and any other form of intellectual property.

1.3. "Pre-existing Intellectual Property" is all Intellectual Property that was authored, conceived, developed, or reduced to practice by Employee before the term of Employee's employment with the Company or any Affiliate began.

1.4 "Company Intellectual Property" is all Intellectual Property that was authored, conceived, developed, or reduced to practice by Employee (either solely or jointly with others), in the term of his/her employment: (a) at the Company's expense or the expense of any Affiliate; (b) using any of the Company's materials or facilities or the materials or facilities of any Affiliate; (c) during the Employee's working hours; or (d) that is applicable to any activity of Company or any of its Affiliates, including but not limited to business, research, or development activities. Company Intellectual Property may be originated or conceived during the term of Employee's employment but completed or reduced to practice thereafter. Company Intellectual Property will be deemed a "work made for hire" as that term is defined by the copyright laws of the United States. Company Intellectual Property includes any Pre-existing Intellectual Property assigned, licensed, or transferred to Company, and any Pre-existing Intellectual Property in which Company has a vested or executory interest.

1.5. "Affiliate" means any entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Company, where "control" in relation to a company means the direct or indirect ownership of at least fifty-percent of the voting securities or shares.

2. Employee agrees to comply with all of the Company's policies and codes of conduct as it may promulgate from time to time, including those related to confidential information and intellectual property. Nothing in those policies will be deemed to modify, reduce, or waive Employee's obligations in this Attachment I. In the event of any conflict or ambiguity, this Attachment I prevails.

3. Company does not wish to receive from Employee any confidential or proprietary information of a third party to which Employee owes an obligation of confidence. Employee will not disclose to Company or any of its Affiliates or use while employed by Company or any of its Affiliates any information for which he or she is subject to an obligation of confidentiality to any former employer or other third party. Employee represents that his or her duties as an employee of Company and Employee's performance of this Attachment I do not and will not breach any agreement or duty to keep in confidence information, knowledge, or data acquired by Employee outside of Employee's employment with Company or any of its Affiliates.

4. During the Employee's term of employment, the Company or, applicable its Affiliates, will provide Employee and Employee will receive access to Company Confidential Information that is proprietary, confidential, valuable, and relates to Company's business.

5. Other than in the proper performance of Employee's duties for the Company or any of its Affiliates, Employee agrees not publish, disclose or transfer to any person or third party, or use in any way other than in Company's business or that of or any of its Affiliates, any confidential information or material of Company or any of its Affiliates, including Company Confidential Information and Company Intellectual Property, either during or after employment with Company.

6. Except as required in performing Employee's duties for the Company or any of its Affiliates, Employee agrees not remove from Company's premises or its control any Company Confidential Information including but not limited to equipment, drawings, notes, reports, manuals, invention records, software, customer information, well logs or other data, or other material, whether produced by Employee or obtained from Company. This includes copying or transmitting such information via personal digital devices, mobile phones, external hard drives, USB "flash" drives, USB storage devices, FireWire storage devices, floppy discs, CD's, DVD's, personal email accounts, online or cloud storage accounts, memory cards, Zip discs, and any other similar media or means of transmitting, storing or archiving data outside of Schlumberger-supported systems.

7. During the term of employment with Company or any of its Affiliates, Employee agrees not to engage, as an employee, officer, director, consultant, partner, owner or another capacity, in any activity or business competitive to that of the Company or any of its Affiliates.

8. Employee agrees to deliver all Company Confidential Information and materials to Company immediately upon request, and in any event upon termination of employment. If any such Company Confidential Information has been stored on any personal electronic data storage device, including a home or personal computer, or personal email, online or cloud storage accounts, Employee agrees to notify the Company and its Affiliates and make available the device and account to the Company for inspection and removal of the information.

9. Employee recognizes and acknowledges that Company Confidential Information constitutes protectable information belonging to Company and its Affiliates, including deemed trade secrets defined under applicable laws. In order to protect Company and its Affiliates against any unauthorized use or disclosure of Company Confidential Information and in exchange for the Company's promise to provide Employee with access to Company Confidential Information and other consideration during employment with Company and its Affiliates, Employee agrees that for a period of one year following the end of employment with Company, Employee will not within the Restricted Territory directly or indirectly work for or assist (whether as an owner, employee, consultant, contractor or otherwise) any business or commercial operation whose business directly or indirectly competes with any area of the Company's business in which Employee was employed by Company. Moreover, Employee agrees that Company may provide a copy of this Attachment I to any entity for whom Employee provides services in the one-year period following the date of termination of Employee's employment with Company and its Affiliates. In the event of breach by the Employee, the specified period will be extended by the period of time of the breach.

Employee recognizes and acknowledges that the business, research, products, and services of Company and its Affiliates are by nature worldwide in scope, and that Company and its Affiliates are not required to maintain a physical location in close proximity to its customers. Employee agrees that in order to protect Company Confidential Information, business interests and goodwill, the "Restricted Territory" includes any county, parish, borough, or foreign equivalent: (1) in which Company has customers or service assignments about which Employee received or obtained Company Confidential Information during his/her employment with Company; (2) in which Employee had a customer or service assignment for Company in the one-year period preceding Employee's termination; or (3) in which Company had a work site, job site, facility, or office, at which Employee had a work activity for Company in the one-year period preceding Employee's termination. With respect to competitive activities in Louisiana, the Restricted Territory will be limited to the following parishes: Acadia, Allen, Bossier, Caddo, Calcasieu, Cameron, Claiborne, De Soto, Evangeline, Iberia, Jefferson, Lafayette, Lafourche, Orleans, Ouachita, Plaquemines, Red River, Sabine, St. Charles, St. Landry, St. Mary's, Tangipahoa, Terrabone, Union, Vermillion, and West Baton Rouge.

10. Company has attempted to place the most reasonable limitations on Employee's subsequent employment opportunities consistent with the protection of Company's and its Affiliates' valuable trade secrets, Company Confidential Information, business interests, and goodwill. Employee acknowledges that the limitations contained herein, especially limitations as to time, scope, and geography, are reasonable. In order to accommodate Employee in obtaining subsequent employment, Company and its Affiliates may, in their discretion, grant a waiver of one or more of the restrictions on subsequent employment herein. A request for a waiver must be in writing and must be received by Company at least 45 days before the proposed starting date of the employment for which Employee is seeking a waiver. The request must include the full name and address of the organization with which Employee is seeking employment; the department or area in which Employee proposes to work; the position or job title to be held by Employee; and a complete description of the duties Employee expects to perform for such employer. The decision to grant a waiver will be in the Company's discretion. If Company decides to grant a waiver, the waiver may be subject to such restrictions or conditions as Company may impose and will not constitute a waiver of any other term.

11. While employed by Company and its Affiliates, and during the 18-month period or after employment with Company and its Affiliates ends, Employee will not directly nor indirectly, on Employee's own behalf or on behalf of any person or entity, recruit, hire, solicit, or assist others in recruiting, hiring, or soliciting any person, who is, at the time of the recruiting, hiring, or solicitation, an employee, consultant, or contractor of Company to leave Company and its Affiliates, diminish their relationship with the Company and its Affiliates, or work for a competing business. This restriction will be limited to persons: (1) with whom Employee had contact or business dealings while employed by Company and its Affiliates; (2) who worked in Employee's business unit (Group); or (3) about whom Employee had access to confidential information. In the event of breach by the Employee, the specified period will be extended by the period of time of the breach.

12. While employed by Company and its Affiliates, and during the 18-month period after employment with the Company and its Affiliates ends, Employee will not, directly or indirectly, on behalf of himself or others, contact for business purposes, solicit or provide services to clients, or entities considered prospective clients, of Company and its Affiliates for the purpose of selling products or services of the types for which Employee had responsibility or knowledge, or for which Employee had access to Company Confidential Information while employed by the Company and its Affiliates. This restriction applies only to clients of the Company and its Affiliates and entities considered prospective clients by the Company and its Affiliates with whom Employee had contact during the two years prior to the end of his/her employment with the Company and its Affiliates.

13. (a) Employee acknowledges that Company has agreed to provide Employee with Company Confidential Information during Employee's employment with Company and its Affiliates. Employee further acknowledges that, if Employee was to leave the employ of Company and its Affiliates for any reason and use or disclose Company Confidential Information, that use or disclosure would cause Company and its Affiliates irreparable harm and injury for which no adequate remedy at law exists. Therefore, in the event of the breach or threatened breach of the provisions of this Attachment I by Employee, Company and its Affiliates will be entitled to: **(i) recover from the Employee the value of any portion of the Award that has been paid or delivered; (ii) seek injunctive relief against the Employee pursuant to the provisions of subsection (b) below; (iii) recover all damages, court costs, and attorneys' fees incurred by the Company in enforcing the provisions of this Award, and (iv) set-off any such sums to which the Company or any of its Affiliates may be entitled hereunder against any sum which may be owed the Employee by the Company and its Affiliates.**

(a) (b) Because of the difficulty of measuring economic losses to the Company or Employer as a result of a breach of the foregoing covenants, and because of the immediate and irreparable damage that could be caused to the Company for which it would have no other adequate remedy, the Employee agrees that the foregoing covenants may be enforced by the Company in the event of breach by him/her by injunction relief and restraining order, without the necessity of posting a bond, and that such enforcement will not be the Company's exclusive remedy for a breach but instead will be in addition to all other rights and remedies available to the Company.

(b) (c) Each of the covenants in this Attachment I will be construed as an agreement independent of any other provision in this Attachment I, and the existence of any claim or cause of action of the Employee against the Company, whether predicated on this Attachment I or otherwise, will not constitute a defense to the *enforcement by the Company of such covenants or provisions.*

Employee acknowledges that the remedies contained in the Attachment I for violation of this Attachment I are not the exclusive remedies that Company may pursue.

14. Employee agrees to promptly disclose in writing to Company all Company Intellectual Property conceived, developed, improved or reduced to practice by Employee during Employee's employment with Company and its Affiliates.

Employee will disclose to Company Employee's complete written record of any Company Intellectual Property, including any patent applications, correspondence with patent agents and patent offices, research, written descriptions of the technology, test data, market data, notes, and any other information relating to Company Intellectual Property. Employee will also identify all co-inventors, co-authors, co-composers, partners, joint venture partners and their employees, assistants, or other people to whom the Company Intellectual Property was disclosed in whole or in part, who participated in developing the Company Intellectual Property, or who claim an interest in the Company Intellectual Property. Employee's disclosure will conform to the policies and procedures in place at the time governing such disclosures.

During and after employment with Company, Employee will assist Company in establishing and enforcing intellectual property protection, including obtaining patents, copyrights, or other protections for inventions and copyrightable materials, including participating in, or, if necessary, joining any suit (for which Employee's reasonable expenses will be reimbursed), or including completing and any signing documents necessary to secure such protections, such contracts, assignments, indicia of ownership, agreements, or any other related documents pertaining to Company Intellectual Property which Company may, in its sole discretion, determine to obtain.

Employee agrees to assign and hereby assigns to Company all Company Intellectual Property including any and all rights, title, and ownership interests that Employee may have in or to Company Intellectual Property patent application, including copyright and any tangible media embodying such Company Intellectual Property, during and subsequent to Employee's employment. Company has and will have the royalty-free right to use or otherwise exploit Company Intellectual Property without any further agreement between Company and Employee. Company Intellectual Property remains the exclusive property of Company whether or not deemed to be a "work made for hire" within the meaning of the copyright laws of the United States. For clarity, Employee does not hereby assign or agree to assign any Pre-existing Intellectual Property to Company.

Employee is hereby notified that certain statutes in some U.S. states relate to ownership and assignment of inventions. At relevant locations and in accordance with those statutes, Company agrees that this Attachment I does not apply to an invention developed by Employee entirely on his or her own time without use of the Company Group's equipment, supplies, facilities, systems, or confidential information, except for inventions that relate to Company Group's business, or actual or anticipate research or development of Company Group or work performed by Employee for Company Group. For this purpose, "Company Group" means the Company and all Affiliates.

Employee will not destroy, modify, alter, or secret any document, tangible thing, or information relating to Company Intellectual Property or Company Confidential Information except as occurs in the ordinary performance of Employee's employment.

15. Waiver of any term of this Attachment I by Company will not operate as a waiver of any other term of this Attachment I. A failure to enforce any provision of this Attachment I will not operate as a waiver of Company's right to enforce any other provision of this Attachment I.

16. Employee represents and warrants that Employee is not a party to any other agreement that will interfere with Employee's full compliance with this Attachment I or that otherwise may restrict Employee's employment by Company or the performance of Employee's duties for Company. Employee agrees not to enter into any agreement, whether oral or written, in conflict with this Attachment I.

17. This Attachment I may be enforced by, will inure to the benefit of, and be binding upon Company, its successors, and assigns. This Attachment I is binding upon Employee's heirs and legal representatives.

18. Nothing in this Attachment I prohibits Employee from reporting possible violation of federal law or regulation to any governmental agency or entity, or making disclosures that are protected under a "whistleblower" provision of federal law or regulation.

19. If Employee is employed by an Affiliate of the Company or by accepting a transfer to an Affiliate of Company, Employee agrees to the automatic application of all of the terms of this Attachment I to said Affiliate contemporaneously with the acceptance of such transfer, subject to subsequent agreements, if any, executed by Employee and Affiliate of Company or Company, and to the fullest extent allowed by law.

20. Should any portion of this Attachment I be held invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the other portions of this Attachment I. The parties hereby agree that any portion held to be invalid, unenforceable, or void will be deemed amended, reduced in scope or deleted to the extent required to be valid and enforceable in the jurisdiction of such holding. The parties agree that, upon a judicial finding of invalidity, unenforceability, or void, the court so finding may reform the agreement to the extent necessary for enforceability, and enter an order enforcing the reformed Attachment I. No court ordered reformation or amendment will give rise to a finding of knowing, willful, or bad faith unreasonableness against Company regarding this Attachment I.

21. This Confidential Information, Intellectual Property and Non-Compete Agreement supersedes any previous agreement, oral or written, between Employee and Company relating to the subject matter thereof.

APPENDIX: INTELLECTUAL PROPERTY ASSIGNMENT, DISCLOSURE AND WAIVER

The Attachment II, Confidential Information, Intellectual Property, and Non-Compete Agreement incorporates this Appendix, and Employee promises to comply with the terms in this Appendix, and all rules, procedures, policies, and requirements that Company may promulgate consistent with this Appendix.

Automatic Assignment

The Attachment II, Confidential Information, Intellectual Property, and Non-Compete Agreement contains assignment of all Company Intellectual Property.

Employee's Duty to Disclose

For all Company Intellectual Property, Employee will complete and submit to Company an IP Disclosure Form. Company's receipt or acceptance of an IP Disclosure Form does not constitute an admission or agreement to any responses contained therein, does not waive or modify any terms of any agreement between Company and Employee, and does not obligate or bind Company.

Employee must complete and submit an IP Disclosure Form at conception of the invention, any derivative ideas or works, and any improvements or changes to existing knowledge or technology, or as soon as possible thereafter. Employee has a continuing obligation to update the IP Disclosure Form to maintain the form's completeness and correctness.

Employee may obtain an IP Disclosure Form from the Intellectual Property Department. Employee will submit the completed form to the Intellectual Property Department. If desired, Employee may request waiver any time after submitting the IP Disclosure Form.

Employee must retain and prevent destruction of any material referenced in the IP Disclosure Form, including and not limited to photographs, drawings, schematics, diagrams, figures, testing and development logs, notes, journals, and results, applications to, correspondence with, or registrations from, any patent office, trademark office, copyright office, customs office, or other authority, contracts, licenses, assignments, liens, conveyances, pledges, or other documentation potentially affecting your ownership rights, marketing materials, web sites, press releases, brochures, or other promotional or informational material, any materials evidencing or related to reduction to practice, and other related documentation.

Waiver of Automatic Assignment

Company may, in its sole discretion, waive the automatic assignment provision using such criteria as Company, in its sole discretion, may decide to use. No waiver of the automatic assignment provision is effective unless in a writing signed by a person authorized by the Company.

No waiver of the automatic assignment provision of any Company Intellectual Property relating to the business of the Company or arising out of Employee's employment with the Company will be effective without the submission of a complete and correct IP Disclosure Form. No waiver of the automatic assignment provision is effective if Employee's IP Disclosure Form is incomplete, incorrect, otherwise defective, or if any misrepresentation has been made. Employee is estopped from asserting waiver, and any waiver will be void and/or voidable, if the waiver is obtained in violation of the Attachment II, Confidential Information, Intellectual Property and Non-Compete Agreement, this Appendix, or obtained through fraud, negligence, failure to disclose, or incorrect, incomplete, or defective information on an IP Disclosure Form.

SCHLUMBERGER [ ] OMNIBUS STOCK INCENTIVE PLAN
INCENTIVE STOCK OPTION AGREEMENT
(Includes Confidentiality, Intellectual Property, Non-Competition,
And Non-Solicitation Provisions in Section 8 and Attachment 1)

Effective Date: [ ]

Please note: *If you do not wish to accept this Stock Option Agreement, you must notify the Stock Department no later than 30 days after this Agreement is made available to you.*

SCHLUMBERGER LIMITED, a Curaçao corporation (the "Company"), hereby grants to the employee named in the Notice of Grant of Award ("Employee") an incentive stock option (the "ISO") to purchase common stock of the Company, par value $0.01 per share ("Common Stock") pursuant to this option agreement (as may be amended, the "Agreement"). Your ISO is subject to all the terms and conditions of the Schlumberger [ ] Omnibus Stock Incentive Plan, as may be amended (the "Plan") and this Agreement. Your ISO is intended to constitute an "incentive stock option" under Section 422 of the U.S. Internal Revenue Code of 1986 and the Treasury Regulations promulgated thereunder.

1. Award. The date of grant of this ISO (the "Grant Date"), the ISO exercise price and the number of shares of Common Stock subject to this ISO (collectively, the "Option Shares") are set forth in the Notice of Grant of Award. Except as set forth below, this ISO expires on the tenth anniversary of the Grant Date.

2. Vesting of ISO.

(a) The Option Shares will become purchasable in installments, which are cumulative. The date on which each installment will become exercisable and the number of shares of Common Stock comprising each installment are as follows:

DATE	OPTION SHARES EXERCISABLE
1st Anniversary of the Grant Date	20%
2nd Anniversary of the Grant Date	20%
3rd Anniversary of the Grant Date	20%
4th Anniversary of the Grant Date	20%
5th Anniversary of the Grant Date	20%

(b) In keeping with the Company's general policy, the terms of this Agreement, including the vesting schedules, are put in place in certain countries to comply with local regulations. The vesting schedule above, and therefore your ability to exercise your ISO at certain times and certain other terms of the ISO, may change if you move from one country to another. Currently, the Company has in place a sub-plan for France that governs stock options issued to grantees residing in France or who are on a French payroll.

3. Exercise of ISO.

(a) This ISO may be exercised only by delivering to the Company a written notice (or an electronic notice in the manner specified by the Compensation Committee of the Board of Directors (the "Board") of the Company (the "Committee")) specifying the number of shares of Common Stock you wish to purchase. The Committee, which is authorized by the Board to administer the Plan, hereby notifies you that the ISO price may be paid, subject to such rules and procedures in effect at such time and as the Committee may prescribe from time to time, (i) in cash or certified check, (ii) by the delivery of shares of Common Stock with a Fair Market Value at the time of exercise equal to the total ISO price, (iii) by a combination of the methods described in (i) and (ii), and (iv) subject to applicable law, and the Company's Securities Transactions – Insider Trading Standard through a broker-assisted cashless exercise, or "sell-to-cover" arrangement in accordance with the procedures approved by the Committee.

(b) Please see the Company's Stock Department website, which is set forth in the last paragraph of this Agreement for further information. Any changes in the terms and procedures of this program, and any additional program that the Committee may authorize in the future, will be communicated to you on the Company's Stock Department website.

4. Termination of Employment. This ISO will expire earlier than the date set forth above if you terminate employment with the Company and its Subsidiaries.

(a) Termination with Company Consent. If you terminate employment with consent of the Company or a Subsidiary, as applicable, any exercise of this ISO must be made within three (3) months of termination of employment (or expiration date, if earlier) and then only to the extent the ISO was exercisable upon termination, unless you terminate employment due to Retirement (as provided in Section 4(b) below) or Special Retirement (as provided in Section 4(c) below), or terminate employment as a result of death or Disability (as provided in Section 4(d) below).

(b) Retirement. If your employment with the Company and its Subsidiaries is terminated due to Retirement (as defined in Section 11 below), your ISO will, subject to forfeiture provisions in the event you engage in Detrimental Activity (as defined in Section 11 below): (i) continue to vest post-Retirement as if you remained employed with the Company and its Subsidiaries and (ii) have an exercise period of 10 years from the original date of grant (the "Retirement Exercise Period"). As more fully described in the Prospectus related to the Plan, if you exercise your option more than three (3) months following your Retirement or Special Retirement, your Option Shares will be treated as attributable to the exercise of a non-qualified stock option for tax purposes.

(c) Special Retirement. If your employment with the Company and its Subsidiaries is terminated due to Special Retirement (as defined in Section 11 below), your ISO will be exercisable at any time during the period of sixty (60) months after such termination or the remainder of the term of the ISO, whichever is less (the "Special Retirement Exercise Period"), provided that such option may be exercised after such termination and before expiration only to the extent that it is exercisable on the date of such termination.

(d) Death or Disability. If your employment with the Company and its Subsidiaries is terminated due to death or Disability (as defined in Section 11 below), your ISO will automatically become fully vested and exercisable. You may exercise the outstanding ISO at any time during the period of 60 months after such termination or the remainder of the term of the ISO, whichever is less (the "Disability Exercise Period" or "Death Exercise Period", as applicable). As more fully described in the Prospectus related to the Plan, if you exercise your option more than 12 months after you terminate employment due to Disability, your Option Shares will be treated as attributable to the exercise of a non-qualified stock option for tax purposes. In the event that you die while employed with the Company or any Subsidiary or during the Special Retirement Exercise Period, the Retirement Exercise Period or the Disability Exercise Period, your ISO may be exercised only by the person or persons entitled thereto under your will or under the laws of descent and distribution to the extent exercisable by you on the date of your death and to the extent the term of the ISO has not expired within such Special Retirement Exercise Period, the Retirement Exercise Period or Disability Exercise Period, as applicable.

(e) Breach or Misconduct; Without Consent. If termination of your employment with the Company and its Subsidiaries is because of breach of your employment contract, if any, or your misconduct, this ISO will immediately and automatically expire and terminate. Termination of your employment without consent of the Company or a Subsidiary, as applicable, will cause your ISO to expire immediately.

(f) Detrimental Activity. This ISO may be forfeited, and any exercise you have made of this ISO may be rescinded, as further described below, if you engage in certain Detrimental Activity (as defined in Section 11 below). Specifically, if you engage in Detrimental Activity while employed with the Company or its Subsidiaries or within one year following termination of employment for any reason other than Retirement, Special Retirement or Disability, this ISO will immediately and automatically expire and terminate and the Committee may rescind any exercise that you made under this option within six months preceding or three months following your termination.

If you engage in Detrimental Activity while employed with the Company or its Subsidiaries or within five years following termination of employment by reason of Special Retirement or Disability, this ISO will immediately and automatically expire and terminate and the Committee may rescind any exercise that you made under this option within the period beginning six months prior to your termination by Special Retirement or Disability and ending on the expiration of your Special Retirement Exercise Period or Disability Exercise Period.

If you engage in Detrimental Activity while employed with the Company or its Subsidiaries or within your Retirement Exercise Period, this ISO will immediately and automatically expire and terminate and the Committee may rescind any exercise that you made under this option within the period beginning six months prior to your termination by Retirement and ending on the expiration of your Retirement Exercise Period. In the event that any option exercise is rescinded by the Committee as described above, you will be obligated to pay the Company within 10 days following written demand an amount equal to the spread on the shares of Common Stock with respect to which the rescinded exercise applied. (The "spread" for this purpose is the difference between the aggregate exercise price and aggregate Fair Market Value of the shares as to which you exercised your option, with Fair Market Value determined as of the exercise date.)

5. Restrictions Imposed by Law. As contemplated by the Plan, you may not exercise your ISO or any portion thereof, and no obligation exists to issue or release shares of Common Stock or accept an exercise of this ISO, if the issuance or release of shares or the acceptance of the ISO exercise by the Company or a Subsidiary constitutes a violation of any governmental law or regulation.

6. Assignability. This ISO is not transferable or assignable except by will or laws of descent and distribution and then only to the extent exercisable at death.

7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas (except that no effect will be given to any conflicts of law principles thereof that would require the application of the laws of another jurisdiction). Venue for any dispute arising under this Agreement will lie exclusively in the state and federal courts, as applicable, of Harris County, Texas and the Southern District of Texas, Houston Division, respectively.

8. Confidential Information, Intellectual Property and Noncompetition. **Employee acknowledges that Employee is in possession of and has access to confidential information of the Company and its Subsidiaries, including material relating to the business, products and services of the Company and its Subsidiaries, and that he or she will continue to have such possession and access during employment by the Company and its Subsidiaries. Employee also acknowledges that the business, products and services of the Company and its Subsidiaries are highly specialized and that it is essential that they be protected. Accordingly, Employee agrees to be bound by the terms and conditions set forth on Attachment I.**

9. No Right to Future Awards. The grant of this ISO is subject to the terms of the Plan, which is discretionary in nature, and the terms of this Agreement. The grant of this ISO is a one-time benefit, and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options. All determinations with respect to any such future grants, including, but not limited to, the times when options will be granted, the number of shares of Common Stock subject to each option, the option price, and the time or times when each option will be exercisable, will be at the sole discretion of the Committee. Your participation in the Plan is voluntary. The grant of this ISO is an extraordinary item of compensation which is outside the scope of your oral, written or implied employment contract, if any. This ISO is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments. The vesting of this ISO ceases upon termination of employment for any reason except as otherwise explicitly provided in this Agreement.

10. Disclosure. You (i) authorize the Committee, the Company and any affiliated employer entity, and any agent of the Committee administering the Plan or providing Plan recordkeeping services, to disclose to the Committee, the Company or any of its affiliates such information and data as the Committee or the Company will request in order to facilitate the grant of options and the administration of the Plan; (ii) waive any data privacy rights you may have with respect to such information, to the extent permitted under applicable law; and (iii) authorize the Company and any such agent to store and transmit such information in electronic form.

11. Definitions.

(a) “Agreement” is defined in the introduction.

(b) “Board” is defined in Section 3(a).

(c) “Clawback Policy” is defined in Section 12.

(d) “Committee” is defined in Section 3(a).

(e) “Common Stock” is defined in the introduction.

(f) “Company” means Schlumberger Limited.

(g) “Detrimental Activity” means activity that is determined by the Committee in its sole and absolute discretion to be detrimental to the interests of the Company or any of its Subsidiaries, including but not limited to situations where you: (i) divulge trade secrets, proprietary data or other confidential information relating to the Company or to the business of the Company and any Subsidiaries; (ii) enter into employment with or otherwise provides services to (A) any company listed, as of the date of your termination of employment, on the Philadelphia Oil Service Sector Index (or any successor index) or (B) any affiliate of any such listed company, in either case under circumstances suggesting that you will be using unique or special knowledge gained as a Company employee or Subsidiary employee with the effect of competing with the Company or its Subsidiaries; (iii) enter into employment with or otherwise provides services to any Direct Competitor; (iv) engage or employ, or solicit or contact with a view to the engagement or employment of, any person who is an employee of the Company or its Subsidiaries; (v) canvass, solicit, approach

or entice away or cause to be canvassed, solicited, approached or enticed away from the Company or its Subsidiaries any person who or which is a customer of any of such entities during the period of time between the Grant Date and the vesting of the Option Shares; (vi) are determined to have engaged (whether or not prior to termination) in either gross misconduct or criminal activity harmful to the Company or a Subsidiary; or (vii) take any action that otherwise harms the business interests, reputation, or goodwill of the Company or its Subsidiaries. The Committee may delegate, to an officer of the Company or to a subcommittee of the Committee, its authority to determine whether you have engaged in "Detrimental Activity."

(h) "Direct Competitor" means, as of the date of this Agreement any of the following: (i) Halliburton Company, Baker Hughes, Incorporated, Weatherford International plc, and any other oilfield equipment and services company; and (ii) any entity engaged in seismic data acquisition, processing and reservoir geosciences services to the oil and natural gas industry, including in all cases in (i) and (ii) above, any and all of their parents, subsidiaries, affiliates, joint ventures, divisions, successors, or assigns.

(i) "Death Exercise Period" is defined in Section 4(d).

(j) "Disability" means such disability (whether through physical or mental impairment) which totally and permanently incapacitates you from any gainful employment in any field which you are suited by education, training, or experience, as determined by the Committee in its sole and absolute discretion.

(k) "Disability Exercise Period" is defined in Section 4(d).

(l) "Fair Market Value" means, with respect to a share of Common Stock on a particular date, the mean between the highest and lowest composite sales price per share of the Common Stock, as reported on the consolidated transaction reporting system for the New York Stock Exchange for that date, or, if there will have been no such reported prices for that date, the reported mean price on the last preceding date on which a composite sale or sales were effected on one or more of the exchanges on which the shares of Common Stock were traded will be the Fair Market Value.

(m) "Grant Date" is defined in Section 1.

(n) "ISO" is defined in the introduction.

(o) "Option Shares" is defined in Section 1.

(p) "Plan" is defined in the introduction.

(q) "Retirement" means either: (i) your voluntary election to retire from employment with the Company and its Subsidiaries at any time after you have reached both the age of 60 and 25 years of service, or (ii) your voluntary election to retire from employment with the Company and its Subsidiaries at any time after you have reached both the age of 55 and 20 years of service; subject, however, to the approval of either (A) the Committee, if you are an executive officer of the Company at the time of your election to retire, or (B) the Retirement Committee, if you are not an executive officer of the Company at the time of your election to retire, which approval under clauses (A) or (B) may be granted or withheld in the sole discretion of the Committee or the Retirement Committee, as applicable.

(r) "Retirement Committee" means a committee consisting of the Company's Vice President of Human Resources, the Director of HR Operations and the Compensation & Benefits Manager.

(s) "Retirement Exercise Period" is defined in Section 4(b).

(t) "Special Retirement" means termination of your employment with the Company and all Subsidiaries at or after (i) age 55 or (ii) age 50 and completion of at least 10 years of service with the Company and all Subsidiaries.

(u) "Special Retirement Exercise Period" is defined in Section 4(c).

(v) "Subsidiary" means (i) in the case of a corporation, a "subsidiary corporation" of the Company as defined in Section 424(f) of the Code and (ii) in the case of a partnership or other business entity not organized as a corporation, any such business entity of which the Company directly or indirectly owns 50% or more of the voting, capital or profits interests (whether in the form of partnership interests, membership interests or otherwise).

12. Clawback Policy. The Company's policy on recoupment of performance-based bonuses, as amended from time to time (its "Clawback Policy"), will apply to the ISO, any shares of Common Stock delivered hereunder, and any profits realized on the sale of such shares to the extent that you are covered by the Clawback Policy. You acknowledge that if you are covered by such policy, the policy may result in the recoupment of the ISO, any shares of Common Stock delivered hereunder and profits realized on the sale of such shares either before, on or after the date on which you become subject to such policy.

13. More Information. The Plan and prospectus are both available on-line at www.myshares.slb.com. A paper copy of the Plan and prospectus may be obtained by contacting the Stock Department, Schlumberger Limited, 5599 San Felipe, 17th Floor, Houston, Texas 77056.

ATTACHMENT I
Confidential Information, Intellectual Property,
Non-Compete and Non-Solicitation Agreement

1. Definitions.

1.1. "Company Confidential Information" is any and all information in any form or format relating to the Company or any Affiliate (whether communicated orally, electronically, visually, or in writing), including but is not limited to technical information, software, databases, methods, know-how, formulae, compositions, drawings, designs, data, prototypes, processes, discoveries, machines, inventions, well logs or other data, equipment, drawings, notes, reports, manuals, business information, compensation data, clients lists, client preferences, client needs, client designs, financial information, credit information, pricing information, information relating to future plans, marketing strategies, new product research, pending projects and proposals, proprietary design processes, research and development strategies, information relating to employees, consultants and independent contractors including information relating to salaries, compensation, contracts, benefits, inceptive plans, positions, duties, qualifications, project knowledge, other valuable confidential information, intellectual property considered by the Company or any of its Affiliates to be confidential, trade secrets, patent applications, and related filings and similar items regardless of whether or not identified as confidential or proprietary. For the purposes of this Attachment I, Company Confidential Information also includes any type of information listed above generated by the Company or any of its Affiliates for client or that has been entrusted to the Company or any of its Affiliates by a client or other third party.

1.2. "Intellectual Property" is all patents, trademarks, copyrights, trade secrets, Company Confidential Information, new or useful arts, ideas, discoveries, inventions, improvements, software, business information, lists, designs, drawings, writings, contributions, works of authorship, findings or improvements, formulae, processes, product development, manufacturing techniques, business methods, information considered by Company to be confidential, tools, routines and methodology, documentation, systems, enhancements or modifications thereto, know-how, and developments, any derivative works and ideas whether or not patentable, and any other form of intellectual property.

1.3. "Pre-existing Intellectual Property" is all Intellectual Property that was authored, conceived, developed, or reduced to practice by Employee before the term of Employee's employment with the Company or any Affiliate began.

1.4 "Company Intellectual Property" is all Intellectual Property that was authored, conceived, developed, or reduced to practice by Employee (either solely or jointly with others), in the term of his/her employment: (a) at the Company's expense or the expense of any Affiliate; (b) using any of the Company's materials or facilities or the materials or facilities of any Affiliate; (c) during the Employee's working hours; or (d) that is applicable to any activity of Company or any of its Affiliates, including but not limited to business, research, or development activities. Company Intellectual Property may be originated or conceived during the term of Employee's employment but completed or reduced to practice thereafter. Company Intellectual Property will be deemed a "work made for hire" as that term is defined by the copyright laws of the United States. Company Intellectual Property includes any Pre-existing Intellectual Property assigned, licensed, or transferred to Company, and any Pre-existing Intellectual Property in which Company has a vested or executory interest.

1.5. "Affiliate" means any entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Company, where "control" in relation to a company means the direct or indirect ownership of at least fifty-percent of the voting securities or shares.

2. Employee agrees to comply with all of the Company's policies and codes of conduct as it may promulgate from time to time, including those related to confidential information and intellectual property. Nothing in those policies will be deemed to modify, reduce, or waive Employee's obligations in this Attachment I. In the event of any conflict or ambiguity, this Attachment I prevails.

3. Company does not wish to receive from Employee any confidential or proprietary information of a third party to which Employee owes an obligation of confidence. Employee will not disclose to Company or any of its Affiliates or use while employed by Company or any of its Affiliates any information for which he or she is subject to an obligation of confidentiality to any former employer or other third party. Employee represents that his or her duties as an employee of Company and Employee's performance of this Attachment I do not and will not breach any agreement or duty to keep in confidence information, knowledge, or data acquired by Employee outside of Employee's employment with Company or any of its Affiliates.

4. During the Employee's term of employment, the Company or, applicable its Affiliates, will provide Employee and Employee will receive access to Company Confidential Information that is proprietary, confidential, valuable, and relates to Company's business.

5. Other than in the proper performance of Employee's duties for the Company or any of its Affiliates, Employee agrees not publish, disclose or transfer to any person or third party, or use in any way other than in Company's business or that of or any of its Affiliates, any confidential information or material of Company or any of its Affiliates, including Company Confidential Information and Company Intellectual Property, either during or after employment with Company.

6. Except as required in performing Employee's duties for the Company or any of its Affiliates, Employee agrees not remove from Company's premises or its control any Company Confidential Information including but not limited to equipment, drawings, notes, reports, manuals, invention records, software, customer information, well logs or other data, or other material, whether produced by Employee or obtained from Company. This includes copying or transmitting such information via personal digital devices, mobile phones, external hard drives, USB "flash" drives, USB storage devices, FireWire storage devices, floppy discs, CD's, DVD's, personal email accounts, online or cloud storage accounts, memory cards, Zip discs, and any other similar media or means of transmitting, storing or archiving data outside of Schlumberger-supported systems.

7. During the term of employment with Company or any of its Affiliates, Employee agrees not to engage, as an employee, officer, director, consultant, partner, owner or another capacity, in any activity or business competitive to that of the Company or any of its Affiliates.

8. Employee agrees to deliver all Company Confidential Information and materials to Company immediately upon request, and in any event upon termination of employment. If any such Company Confidential Information has been stored on any personal electronic data storage device, including a home or personal computer, or personal email, online or cloud storage accounts, Employee agrees to notify the Company and its Affiliates and make available the device and account to the Company for inspection and removal of the information.

9. Employee recognizes and acknowledges that Company Confidential Information constitutes protectable information belonging to Company and its Affiliates, including deemed trade secrets defined under applicable laws. In order to protect Company and its Affiliates against any unauthorized use or disclosure of Company Confidential Information and in exchange for the Company's promise to provide Employee with access to Company Confidential Information and other consideration during employment with Company and its Affiliates, Employee agrees that for a period of one year following the end of employment with Company, Employee will not within the Restricted Territory directly or indirectly work for or assist (whether as an owner, employee, consultant, contractor or otherwise) any business or commercial operation whose business directly or indirectly competes with any area of the Company's business in which Employee was employed by Company. Moreover, Employee agrees that Company may provide a copy of this Attachment I to any entity for whom Employee provides services in the one-year period following the date of termination of Employee's employment with Company and its Affiliates. In the event of breach by the Employee, the specified period will be extended by the period of time of the breach.

Employee recognizes and acknowledges that the business, research, products, and services of Company and its Affiliates are by nature worldwide in scope, and that Company and its Affiliates are not required to maintain a physical location in close proximity to its customers. Employee agrees that in order to protect Company Confidential Information, business interests and goodwill, the "Restricted Territory" includes any county, parish, borough, or foreign equivalent: (1) in which Company has customers or service assignments about which Employee received or obtained Company Confidential Information during his/her employment with Company; (2) in which Employee had a customer or service assignment for Company in the one-year period preceding Employee's termination; or (3) in which Company had a work site, job site, facility, or office, at which Employee had a work activity for Company in the one-year period preceding Employee's termination. With respect to competitive activities in Louisiana, the Restricted Territory will be limited to the following parishes: Acadia, Allen, Bossier, Caddo, Calcasieu, Cameron, Claiborne, De Soto, Evangeline, Iberia, Jefferson, Lafayette, Lafourche, Orleans, Ouachita, Plaquemines, Red River, Sabine, St. Charles, St. Landry, St. Mary's, Tangipahoa, Terrabone, Union, Vermillion, and West Baton Rouge.

10. Company has attempted to place the most reasonable limitations on Employee's subsequent employment opportunities consistent with the protection of Company's and its Affiliates' valuable trade secrets, Company Confidential Information, business interests, and goodwill. Employee acknowledges that the limitations contained herein, especially limitations as to time, scope, and geography, are reasonable. In order to accommodate Employee in obtaining subsequent employment, Company and its Affiliates may, in their discretion, grant a waiver of one or more of the restrictions on subsequent employment herein. A request for a waiver must be in writing and must be received by Company at least 45 days before the proposed starting date of the employment for which Employee is seeking a waiver. The request must include the full name and address of the organization with which Employee is seeking employment; the department or area in which Employee proposes to work; the position or job title to be held by Employee; and a complete description of the duties Employee expects to perform for such employer. The decision to grant a waiver will be in the Company's discretion. If Company decides to grant a waiver, the waiver may be subject to such restrictions or conditions as Company may impose and will not constitute a waiver of any other term.

11. While employed by Company and its Affiliates, and during the 18-month period or after employment with Company and its Affiliates ends, Employee will not directly nor indirectly, on Employee's own behalf or on behalf of any person or entity, recruit, hire, solicit, or assist others in recruiting, hiring, or soliciting any person, who is, at the time of the recruiting, hiring, or solicitation, an employee, consultant, or contractor of Company to leave Company and its Affiliates, diminish their relationship with the Company and its Affiliates, or work for a competing business. This restriction will be limited to persons: (1) with whom Employee had contact or business dealings while employed by Company and its Affiliates; (2) who worked in Employee's business unit (Group); or (3) about whom Employee had access to confidential information. In the event of breach by the Employee, the specified period will be extended by the period of time of the breach.

12. While employed by Company and its Affiliates, and during the 18-month period after employment with the Company and its Affiliates ends, Employee will not, directly or indirectly, on behalf of himself or others, contact for business purposes, solicit or provide services to clients, or entities considered prospective clients, of Company and its Affiliates for the purpose of selling products or services of the types for which Employee had responsibility or knowledge, or for which Employee had access to Company Confidential Information while employed by the Company and its Affiliates. This restriction applies only to clients of the Company and its Affiliates and entities considered prospective clients by the Company and its Affiliates with whom Employee had contact during the two years prior to the end of his/her employment with the Company and its Affiliates.

13. (a) Employee acknowledges that Company has agreed to provide Employee with Company Confidential Information during Employee's employment with Company and its Affiliates. Employee further acknowledges that, if Employee was to leave the employ of Company and its Affiliates for any reason and use or disclose Company Confidential Information, that use or disclosure would cause Company and its Affiliates irreparable harm and injury for which no adequate remedy at law exists. Therefore, in the event of the breach or threatened breach of the provisions of this Attachment I by Employee, Company and its Affiliates will be entitled to: **(i) recover from the Employee the value of any portion of the Award that has been paid or delivered; (ii) seek injunctive relief against the Employee pursuant to the provisions of subsection (b) below; (iii) recover all damages, court costs, and attorneys' fees incurred by the Company in enforcing the provisions of this Award, and (iv) set-off any such sums to which the Company or any of its Affiliates may be entitled hereunder against any sum which may be owed the Employee by the Company and its Affiliates.**

(a) (b) Because of the difficulty of measuring economic losses to the Company or Employer as a result of a breach of the foregoing covenants, and because of the immediate and irreparable damage that could be caused to the Company for which it would have no other adequate remedy, the Employee agrees that the foregoing covenants may be enforced by the Company in the event of breach by him/her by injunction relief and restraining order, without the necessity of posting a bond, and that such enforcement will not be the Company's exclusive remedy for a breach but instead will be in addition to all other rights and remedies available to the Company.

(b) (c) Each of the covenants in this Attachment I will be construed as an agreement independent of any other provision in this Attachment I, and the existence of any claim or cause of action of the Employee against the Company, whether predicated on this Attachment I or otherwise, will not constitute a defense to the enforce*ment by the Company of such covenants or provisions.*

Employee acknowledges that the remedies contained in the Attachment I for violation of this Attachment I are not the exclusive remedies that Company may pursue.

14. Employee agrees to promptly disclose in writing to Company all Company Intellectual Property conceived, developed, improved or reduced to practice by Employee during Employee's employment with Company and its Affiliates.

Employee will disclose to Company Employee's complete written record of any Company Intellectual Property, including any patent applications, correspondence with patent agents and patent offices, research, written descriptions of the technology, test data, market data, notes, and any other information relating to Company Intellectual Property. Employee will also identify all co-inventors, co-authors, co-composers, partners, joint venture partners and their employees, assistants, or other people to whom the Company Intellectual Property was disclosed in whole or in part, who participated in developing the Company Intellectual Property, or who claim an interest in the Company Intellectual Property. Employee's disclosure will conform to the policies and procedures in place at the time governing such disclosures.

During and after employment with Company, Employee will assist Company in establishing and enforcing intellectual property protection, including obtaining patents, copyrights, or other protections for inventions and copyrightable materials, including participating in, or, if necessary, joining any suit (for which Employee's reasonable expenses will be reimbursed), or including completing and any signing documents necessary to secure such protections, such contracts, assignments, indicia of ownership, agreements, or any other related documents pertaining to Company Intellectual Property which Company may, in its sole discretion, determine to obtain.

Employee agrees to assign and hereby assigns to Company all Company Intellectual Property including any and all rights, title, and ownership interests that Employee may have in or to Company Intellectual Property patent application, including copyright and any tangible media embodying such Company Intellectual Property, during and subsequent to Employee's employment. Company has and will have the royalty-free right to use or otherwise exploit Company Intellectual Property without any further agreement between Company and Employee. Company Intellectual Property remains the exclusive property of Company whether or not deemed to be a "work made for hire" within the meaning of the copyright laws of the United States. For clarity, Employee does not hereby assign or agree to assign any Pre-existing Intellectual Property to Company.

Employee is hereby notified that certain statutes in some U.S. states relate to ownership and assignment of inventions. At relevant locations and in accordance with those statutes, Company agrees that this Attachment I does not apply to an invention developed by Employee entirely on his or her own time without use of the Company Group's equipment, supplies, facilities, systems, or confidential information, except for inventions that relate to Company Group's business, or actual or anticipate research or development of Company Group or work performed by Employee for Company Group. For this purpose, "Company Group" means the Company and all Affiliates.

Employee will not destroy, modify, alter, or secret any document, tangible thing, or information relating to Company Intellectual Property or Company Confidential Information except as occurs in the ordinary performance of Employee's employment.

15. Waiver of any term of this Attachment I by Company will not operate as a waiver of any other term of this Attachment I. A failure to enforce any provision of this Attachment I will not operate as a waiver of Company's right to enforce any other provision of this Attachment I.

16. Employee represents and warrants that Employee is not a party to any other agreement that will interfere with Employee's full compliance with this Attachment I or that otherwise may restrict Employee's employment by Company or the performance of Employee's duties for Company. Employee agrees not to enter into any agreement, whether oral or written, in conflict with this Attachment I.

17. This Attachment I may be enforced by, will inure to the benefit of, and be binding upon Company, its successors, and assigns. This Attachment I is binding upon Employee's heirs and legal representatives.

18. Nothing in this Attachment I prohibits Employee from reporting possible violation of federal law or regulation to any governmental agency or entity, or making disclosures that are protected under a "whistleblower" provision of federal law or regulation.

19. If Employee is employed by an Affiliate of the Company or by accepting a transfer to an Affiliate of Company, Employee agrees to the automatic application of all of the terms of this Attachment I to said Affiliate contemporaneously with the acceptance of such transfer, subject to subsequent agreements, if any, executed by Employee and Affiliate of Company or Company, and to the fullest extent allowed by law.

20. Should any portion of this Attachment I be held invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the other portions of this Attachment I. The parties hereby agree that any portion held to be invalid, unenforceable, or void will be deemed amended, reduced in scope or deleted to the extent required to be valid and enforceable in the jurisdiction of such holding. The parties agree that, upon a judicial finding of invalidity, unenforceability, or void, the court so finding may reform the agreement to the extent necessary for enforceability, and enter an order enforcing the reformed Attachment I. No court ordered reformation or amendment will give rise to a finding of knowing, willful, or bad faith unreasonableness against Company regarding this Attachment I.

21. This Confidential Information, Intellectual Property and Non-Compete Agreement supersedes any previous agreement, oral or written, between Employee and Company relating to the subject matter thereof.

APPENDIX: INTELLECTUAL PROPERTY ASSIGNMENT, DISCLOSURE AND WAIVER

The Attachment II, Confidential Information, Intellectual Property, and Non-Compete Agreement incorporates this Appendix, and Employee promises to comply with the terms in this Appendix, and all rules, procedures, policies, and requirements that Company may promulgate consistent with this Appendix.

Automatic Assignment

The Attachment II, Confidential Information, Intellectual Property, and Non-Compete Agreement contains assignment of all Company Intellectual Property.

Employee's Duty to Disclose

For all Company Intellectual Property, Employee will complete and submit to Company an IP Disclosure Form. Company's receipt or acceptance of an IP Disclosure Form does not constitute an admission or agreement to any responses contained therein, does not waive or modify any terms of any agreement between Company and Employee, and does not obligate or bind Company.

Employee must complete and submit an IP Disclosure Form at conception of the invention, any derivative ideas or works, and any improvements or changes to existing knowledge or technology, or as soon as possible thereafter. Employee has a continuing obligation to update the IP Disclosure Form to maintain the form's completeness and correctness.

Employee may obtain an IP Disclosure Form from the Intellectual Property Department. Employee will submit the completed form to the Intellectual Property Department. If desired, Employee may request waiver any time after submitting the IP Disclosure Form.

Employee must retain and prevent destruction of any material referenced in the IP Disclosure Form, including and not limited to photographs, drawings, schematics, diagrams, figures, testing and development logs, notes, journals, and results, applications to, correspondence with, or registrations from, any patent office, trademark office, copyright office, customs office, or other authority, contracts, licenses, assignments, liens, conveyances, pledges, or other documentation potentially affecting your ownership rights, marketing materials, web sites, press releases, brochures, or other promotional or informational material, any materials evidencing or related to reduction to practice, and other related documentation.

Waiver of Automatic Assignment

Company may, in its sole discretion, waive the automatic assignment provision using such criteria as Company, in its sole discretion, may decide to use. No waiver of the automatic assignment provision is effective unless in a writing signed by a person authorized by the Company.

No waiver of the automatic assignment provision of any Company Intellectual Property relating to the business of the Company or arising out of Employee's employment with the Company will be effective without the submission of a complete and correct IP Disclosure Form. No waiver of the automatic assignment provision is effective if Employee's IP Disclosure Form is incomplete, incorrect, otherwise defective, or if any misrepresentation has been made. Employee is estopped from asserting waiver, and any waiver will be void and/or voidable, if the waiver is obtained in violation of the Attachment II, Confidential Information, Intellectual Property and Non-Compete Agreement, this Appendix, or obtained through fraud, negligence, failure to disclose, or incorrect, incomplete, or defective information on an IP Disclosure Form.

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Paal Kibsgaard, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Schlumberger Limited;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 26, 2017

/s/ Paal Kibsgaard
Paal Kibsgaard
Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Simon Ayat, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Schlumberger Limited;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 26, 2017

/s/ Simon Ayat

Simon Ayat
Executive Vice President and Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Schlumberger N.V. (Schlumberger Limited) (the "Company") for the quarterly period ended March 31, 2017 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Paal Kibsgaard, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 26, 2017

/s/ Paal Kibsgaard
Paal Kibsgaard
Chief Executive Officer

A signed original of this written statement required by Section 906 has been provided to Schlumberger Limited and will be retained by Schlumberger Limited and furnished to the Securities and Exchange Commission or its staff upon request.

This certification accompanies the Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed by the Company for purposes of Section 18 of the Exchange Act.

Exhibit 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Schlumberger N.V. (Schlumberger Limited) (the "Company") for the quarterly period ended March 31, 2017 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Simon Ayat, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 26, 2017

/s/ Simon Ayat
Simon Ayat
Executive Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to Schlumberger Limited and will be retained by Schlumberger Limited and furnished to the Securities and Exchange Commission or its staff upon request.

This certification accompanies the Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed by the Company for purposes of Section 18 of the Exchange Act.

Exhibit 95

Mine Safety Disclosure

The following disclosure is provided pursuant to Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, which requires certain disclosures by companies required to file periodic reports under the Securities Exchange Act of 1934, as amended, that operate mines regulated under the Federal Mine Safety and Health Act of 1977.

The table that follows reflects citations, orders, violations and proposed assessments issued by the Mine Safety and Health Administration (the "MSHA") to M-I LLC, an indirect wholly-owned subsidiary of Schlumberger. The disclosure is with respect to the three months ended March 31, 2017. Due to timing and other factors, the data may not agree with the mine data retrieval system maintained by the MSHA at www.MSHA.gov.

Three Months Ended March 31, 2017
[unaudited]
(*whole dollars*)

Mine or Operating Name/MSHA Identification Number	Section 104 S&S Citations	Section 104(b) Orders	Section 104(d) Citations and Orders	Section 110(b)(2) Violations	Section 107(a) Orders	Proposed MSHA Assessments(1)	Mining Related Fatalities	Received Notice of Pattern of Violations Under Section 104(e) (yes/no)	Received Notice of Potential to Have Pattern Under Section 104(e) (yes/no)	Legal Actions Pending as of Last Day of Period	Legal Actions Initiated During Period	Legal Actions Resolved During Period
Amelia Barite Plant/1600825	0	0	0	0	0	$0*	0	N	N	0	0	0
Battle Mountain Grinding Plant/2600828	0	0	0	0	0	$0	0	N	N	0	0	0
Galveston GBT Barite Grinding Plant/4104675	0	0	0	0	0	$0	0	N	N	0	0	0
Greybull Milling Operation/4800602	0	0	0	0	0	$0	0	N	N	0	0	0
Greybull Mining Operation/4800603	0	0	0	0	0	$0	0	N	N	0	0	0
Greystone Mine/2600411	0	0	0	0	0	$0	0	N	N	0	0	0
Mountain Springs Beneficiation Plant/2601390	1	0	0	0	0	$276	0	N	N	0	0	0
Wisconsin Proppants/4703742	0	0	0	0	0	$0*	0	N	N	0	0	0

(1) Amounts included are the total dollar value of proposed assessments received from MSHA on or before March 31, 2017, regardless of whether the assessment has been challenged or appealed. Citations and orders can be contested and appealed, and as part of that process, are sometimes reduced in severity and amount, and sometimes dismissed. The number of citations, orders, and proposed assessments vary by inspector and also vary depending on the size and type of the operation.

*As of March 31, 2017 MSHA had not yet proposed an assessment for one citation at Amelia Barite Plant/1600825.
*As of March 31, 2017, MSHA had not yet proposed assessments for six citations at Wisconsin Proppants/4703742.