

**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, 2020**

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**

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
common stock, par value \$0.01 per share	SLB	New York Stock Exchange

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 every Interactive Data File required to be submitted 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 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	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

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.

<u>Class</u>	<u>Outstanding at March 31, 2020</u>
COMMON STOCK, \$0.01 PAR VALUE PER SHARE	1,387,812,907

SCHLUMBERGER LIMITED

First Quarter 2020 Form 10-Q

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PART I. FINANCIAL INFORMATION**Item 1. Financial Statements.**

SCHLUMBERGER LIMITED AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF INCOME (LOSS)
(Unaudited)

(Stated in millions, except per share amounts)

	Three Months Ended March 31,	
	2020	2019
<i>Revenue</i>		
Services	\$ 5,426	\$ 5,906
Product sales	2,029	1,973
Total Revenue	7,455	7,879
<i>Interest & other income</i>	39	14
<i>Expenses</i>		
Cost of services	4,727	5,111
Cost of sales	1,897	1,841
Research & engineering	173	173
General & administrative	127	112
Impairments & other	8,523	-
Interest	136	147
Income (loss) before taxes	(8,089)	509
Tax expense (benefit)	(721)	79
Net income (loss)	(7,368)	430
Net income attributable to noncontrolling interests	8	9
Net income (loss) attributable to Schlumberger	\$ (7,376)	\$ 421
Basic earnings (loss) per share of Schlumberger	\$ (5.32)	\$ 0.30
Diluted earnings (loss) per share of Schlumberger	\$ (5.32)	\$ 0.30
Average shares outstanding:		
Basic	1,387	1,385
Assuming dilution	1,387	1,397

See Notes to Consolidated Financial Statements

SCHLUMBERGER LIMITED AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME (LOSS)
(Unaudited)

(Stated in millions)

	Three Months Ended March 31,	
	2020	2019
<i>Net income (loss)</i>	\$ (7,368)	\$ 430
<i>Currency translation adjustments</i>		
Unrealized net change arising during the period	(125)	77
<i>Cash flow hedges</i>		
Net loss on cash flow hedges	(203)	(5)
Reclassification to net income (loss) of net realized loss	1	2
<i>Pension and other postretirement benefit plans</i>		
Amortization to net income (loss) of net actuarial loss	51	24
Amortization to net income (loss) of net prior service credit	(5)	(3)
Income taxes on pension and other postretirement benefit plans	(4)	-
<i>Comprehensive income (loss)</i>	<u>(7,653)</u>	<u>525</u>
Comprehensive income attributable to noncontrolling interests	8	9
<i>Comprehensive income (loss) attributable to Schlumberger</i>	<u>\$ (7,661)</u>	<u>\$ 516</u>

See Notes to Consolidated Financial Statements

SCHLUMBERGER LIMITED AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEET

(Stated in millions)

	Mar. 31, 2020 (Unaudited)	Dec. 31, 2019
ASSETS		
<i>Current Assets</i>		
Cash	\$ 1,375	\$ 1,137
Short-term investments	1,969	1,030
Receivables less allowance for doubtful accounts (2020 - \$249; 2019 - \$255)	7,486	7,747
Inventories	4,148	4,130
Other current assets	1,288	1,486
	<u>16,266</u>	<u>15,530</u>
<i>Investments in Affiliated Companies</i>	1,515	1,565
<i>Fixed Assets less accumulated depreciation</i>	8,550	9,270
<i>Multiclient Seismic Data</i>	556	568
<i>Goodwill</i>	12,924	16,042
<i>Intangible Assets</i>	3,673	7,089
<i>Deferred Taxes</i>	155	-
<i>Other Assets</i>	4,955	6,248
	<u>\$ 48,594</u>	<u>\$ 56,312</u>
LIABILITIES AND EQUITY		
<i>Current Liabilities</i>		
Accounts payable and accrued liabilities	\$ 10,168	\$ 10,663
Estimated liability for taxes on income	1,157	1,209
Short-term borrowings and current portion of long-term debt	1,233	524
Dividends payable	704	702
	<u>13,262</u>	<u>13,098</u>
<i>Long-term Debt</i>	15,409	14,770
<i>Postretirement Benefits</i>	936	967
<i>Deferred Taxes</i>	-	491
<i>Other Liabilities</i>	3,004	2,810
	<u>32,611</u>	<u>32,136</u>
<i>Equity</i>		
Common stock	12,963	13,078
Treasury stock	(3,360)	(3,631)
Retained earnings	10,681	18,751
Accumulated other comprehensive loss	(4,723)	(4,438)
Schlumberger stockholders' equity	15,561	23,760
Noncontrolling interests	422	416
	<u>15,983</u>	<u>24,176</u>
	<u>\$ 48,594</u>	<u>\$ 56,312</u>

See Notes to Consolidated Financial Statements

SCHLUMBERGER LIMITED AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS
(Unaudited)

(Stated in millions)

	Three Months Ended March 31,	
	2020	2019
Cash flows from operating activities:		
Net income (loss)	\$ (7,368)	\$ 430
Adjustments to reconcile net income (loss) income to cash provided by operating activities:		
Impairments and other charges	8,523	-
Depreciation and amortization (1)	792	903
Deferred taxes	(781)	(72)
Stock-based compensation expense	108	108
Earnings of equity method investments, less dividends received	(10)	3
Change in assets and liabilities: (2)		
Decrease (increase) in receivables	233	(280)
Increase in inventories	(42)	(197)
Decrease (increase) in other current assets	15	(93)
(Increase) decrease in other assets	(7)	2
Decrease in accounts payable and accrued liabilities	(640)	(483)
(Decrease) increase in estimated liability for taxes on income	(48)	5
Decrease in other liabilities	(37)	(42)
Other	46	42
NET CASH PROVIDED BY OPERATING ACTIVITIES	784	326
Cash flows from investing activities:		
Capital expenditures	(407)	(413)
APS investments	(163)	(151)
Multiclient seismic data costs capitalized	(35)	(45)
(Purchase) sale of investments, net	(941)	420
Net proceeds from asset divestitures	298	-
Other	(64)	(41)
NET CASH USED IN INVESTING ACTIVITIES	(1,312)	(230)
Cash flows from financing activities:		
Dividends paid	(692)	(692)
Proceeds from employee stock purchase plan	85	85
Proceeds from exercise of stock options	-	22
Stock repurchase program	(26)	(98)
Proceeds from issuance of long-term debt	1,475	1,812
Repayment of long-term debt	(90)	(1,368)
Net increase (decrease) in short-term borrowings	34	(38)
Other	(9)	(20)
NET CASH PROVIDED (USED) IN FINANCING ACTIVITIES	777	(297)
Net increase (decrease) in cash before translation effect	249	(201)
Translation effect on cash	(11)	(2)
Cash, beginning of period	1,137	1,433
Cash, end of period	\$ 1,375	\$ 1,230

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

(2) Net of the effect of business acquisitions.

See Notes to Consolidated Financial Statements

SCHLUMBERGER LIMITED AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY
(Unaudited)

(Stated in millions, except per share amounts)

January 1, 2020 – March 31, 2020	Common Stock		Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total
	Issued	In Treasury				
Balance, January 1, 2020	\$ 13,078	\$ (3,631)	\$ 18,751	\$ (4,438)	\$ 416	\$ 24,176
Net loss			(7,376)		8	(7,368)
Currency translation adjustments				(125)	(3)	(128)
Changes in fair value of cash flow hedges				(202)		(202)
Pension and other postretirement benefit plans				42		42
Vesting of restricted stock	(117)	117				-
Shares issued under employee stock purchase plan	(95)	180				85
Stock repurchase program		(26)				(26)
Stock-based compensation expense	108					108
Dividends declared (\$0.50 per share)			(694)			(694)
Other	(11)				1	(10)
Balance, March 31, 2020	\$ 12,963	\$ (3,366)	\$ 10,681	\$ (4,723)	\$ 422	\$ 15,983

(Stated in millions, except per share amounts)

January 1, 2019 – March 31, 2019	Common Stock		Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total
	Issued	In Treasury				
Balance, January 1, 2019	\$ 13,132	\$ (4,006)	\$ 31,658	\$ (4,622)	\$ 424	\$ 36,586
Net income			421		9	430
Currency translation adjustments				77		77
Changes in fair value of cash flow hedges				(3)		(3)
Pension and other postretirement benefit plans				21		21
Shares sold to optionees, less shares exchanged	(25)	47				22
Vesting of restricted stock	(100)	100				-
Shares issued under employee stock purchase plan	(115)	200				85
Stock repurchase program		(98)				(98)
Stock-based compensation expense	108					108
Dividends declared (\$0.50 per share)			(693)			(693)
Other		1			(12)	(11)
Balance, March 31, 2019	\$ 13,000	\$ (3,756)	\$ 31,386	\$ (4,527)	\$ 421	\$ 36,524

SHARES OF COMMON STOCK
(Unaudited)

(Stated in millions)

	Shares		Shares Outstanding
	Issued	In Treasury	
Balance, January 1, 2020	1,434	(49)	1,385
Vesting of restricted stock	-	2	2
Shares issued under employee stock purchase plan	-	2	2
Stock repurchase program	-	(1)	(1)
Balance, March 31, 2020	1,434	(46)	1,388

See Notes to Consolidated Financial Statements

SCHLUMBERGER LIMITED AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

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, 2020 are not necessarily indicative of the results that may be expected for the full year ending December 31, 2020. The December 31, 2019 balance sheet information has been derived from the Schlumberger 2019 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, 2019, filed with the Securities and Exchange Commission on January 22, 2020.

2. Charges and Credits

In connection with the preparation of its first-quarter 2020 financial statements, Schlumberger recorded the following charges:

(Stated in millions)

	Pretax	Tax	Net
Goodwill	\$ 3,070	\$ -	\$ 3,070
Intangible assets	3,321	(815)	2,506
APS investments	1,264	4	1,268
North America pressure pumping	587	(133)	454
Severance	202	(7)	195
Other	79	(9)	70
Valuation allowance	-	164	164
	<u>\$ 8,523</u>	<u>\$ (796)</u>	<u>\$ 7,727</u>

All of the pretax charges presented above are classified in *Impairments & other* in the *Consolidated Statement of Income (Loss)*.

- Geopolitical events that increased the supply of low-priced oil to the global market occurred at the same time that demand weakened due to the worldwide effects of the COVID-19 pandemic, leading to a collapse in oil prices during March 2020. As a result, Schlumberger’s market capitalization deteriorated significantly compared to the end of 2019. Schlumberger’s stock price reached a low during the first quarter of 2020 not seen since 1995. Additionally, the Philadelphia Oil Services Sector index, which is comprised of companies involved in the oil services sector, reached an all-time low. As a result of these facts, Schlumberger determined that it was more likely than not that the fair value of certain of its reporting units were less than their carrying value. Therefore, Schlumberger performed an interim goodwill impairment test.

Schlumberger had 11 reporting units with goodwill balances aggregating \$16.0 billion. Schlumberger determined that the fair value of four of its reporting units, representing \$4.5 billion of the goodwill, was substantially in excess of their carrying value. Schlumberger performed a detailed quantitative impairment assessment of the remaining seven reporting units, which represented \$11.5 billion of goodwill. As a result of this assessment, Schlumberger concluded that the goodwill associated with each of these seven reporting units was impaired, resulting in a \$3.1 billion goodwill impairment charge. This charge primarily relates to goodwill associated with the Drilling and Production segments.

Following the \$3.1 billion goodwill impairment charge relating to these seven reporting units, six of these reporting units had a remaining goodwill balance. These six reporting units had goodwill balances which ranged between \$0.2 billion and \$5.0 billion and aggregated to \$8.4 billion as of March 31, 2020.

Schlumberger used the income approach to estimate the fair value of its reporting units, but also considered the market approach to validate the results. The income approach estimates the fair value by discounting each reporting unit's estimated future cash flows using Schlumberger's estimate of the discount rate, or expected return, that a marketplace participant would have required as of the valuation date. The market approach includes the use of comparative multiples to corroborate the discounted cash flow results. The market approach involves significant judgement involved in the selection of the appropriate peer group companies and valuation multiples.

Some of the more significant assumptions inherent in the income approach include the estimated future net annual cash flows for each reporting unit and the discount rate. Schlumberger selected the assumptions used in the discounted cash flow projections using historical data supplemented by current and anticipated market conditions and estimated growth rates. Schlumberger's estimates are based upon assumptions believed to be reasonable. However, given the inherent uncertainty in determining the assumptions underlying a discounted cash flow analysis, particularly in the current volatile market, actual results may differ from those used in Schlumberger's valuations which could result in additional impairment charges in the future.

The discount rates utilized to value Schlumberger's reporting units were between 12.0% and 13.5%, depending on the risks and uncertainty inherent in the respective reporting unit as well as the size of the reporting unit. Assuming all other assumptions and inputs used in each of the respective discounted cash flow analysis were held constant, a 50-basis point increase or decrease in the discount rate assumptions would have changed the fair value of the seven reporting units, on average, by less than 5%.

- The negative market indicators described above were triggering events that indicated that certain of Schlumberger's long-lived intangible and tangible assets may be impaired. Recoverability testing indicated that certain long-lived assets were impaired. The estimated fair value of these assets was determined to be below their carrying value. As a result, Schlumberger recorded the following impairment charges:
 - \$3.3 billion of intangible assets, of which \$2.2 billion relates to Schlumberger's 2016 acquisition of Cameron International Corporation and \$1.1 billion relates to Schlumberger's 2010 acquisition of Smith International, Inc. Following this impairment charge, the carrying value of the impaired intangible assets was approximately \$0.9 billion.
 - \$1.3 billion relating to the carrying value of certain Asset Performance Solutions ("APS") projects in North America.
 - \$0.6 billion of fixed assets associated with the pressure pumping business in North America.

The fair value of these impaired assets was estimated based on the present value of projected future cash flows that the underlying assets are expected to generate. Such estimates included unobservable inputs that required significant judgment.

- \$202 million of severance, the vast majority of which is expected to be paid during the second quarter of 2020.
- \$79 million of other restructuring charges, primarily consisting of the impairment of an equity method investment that was determined to be other-than-temporarily impaired.
- \$164 million relating to a valuation allowance against certain foreign tax credits in the US.

Schlumberger expects to record a significant charge relating to severance during the second quarter of 2020. However, at this time the amount cannot be reasonably estimated. Additionally, as market conditions evolve and Schlumberger further develops its strategy to deal with such conditions, it may result in further restructuring and/or impairment charges in future periods relating to, among other things, inventory, fixed assets and other assets.

There were no charges or credits recorded during the first three months of 2019.

3. Earnings (Loss) Per Share

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

(Stated in millions, except per share amounts)

	2020			2019		
	Schlumberger Loss	Average Shares Outstanding	Loss per Share	Schlumberger Net Income	Average Shares Outstanding	Earnings per Share
First Quarter						
Basic	\$ (7,376)	1,387	\$ (5.32)	\$ 421	1,385	\$ 0.30
Unvested restricted stock	-	-	-	-	12	-
Diluted	\$ (7,376)	1,387	\$ (5.32)	\$ 421	1,397	\$ 0.30

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)

	Three Months Ended March 31,	
	2020	2019
Employee stock options	51	43
Unvested restricted stock	16	11

4. Inventories

A summary of inventories, which are stated at the lower of average cost or net realizable value, is as follows:

(Stated in millions)

	Mar. 31, 2020	Dec. 31, 2019
Raw materials & field materials	\$ 1,949	\$ 1,857
Work in progress	542	515
Finished goods	1,657	1,758
	\$ 4,148	\$ 4,130

5. Fixed Assets

A summary of fixed assets follows:

(Stated in millions)

	Mar. 31, 2020	Dec. 31, 2019
Property, plant & equipment	\$ 34,105	\$ 35,009
Less: Accumulated depreciation	25,555	25,739
	\$ 8,550	\$ 9,270

Depreciation expense relating to fixed assets was \$449 million and \$512 million in the first quarter of 2020 and 2019, respectively.

6. Multiclient Seismic Data

The change in the carrying amount of multiclient seismic data for the three months ended March 31, 2020 was as follows:

(Stated in millions)

Balance at December 31, 2019	\$	568
Capitalized in period		35
Charged to expense		(47)
Balance at March 31, 2020	\$	<u>556</u>

7. Intangible Assets

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

(Stated in millions)

	Mar. 31, 2020			Dec. 31, 2019		
	Gross Book Value	Accumulated Amortization	Net Book Value	Gross Book Value	Accumulated Amortization	Net Book Value
Customer relationships	\$ 1,758	\$ 442	\$ 1,316	\$ 3,779	\$ 868	\$ 2,911
Technology/technical know-how	1,387	512	875	2,498	779	1,719
Tradenames	772	146	626	1,885	264	1,621
Other	1,553	697	856	1,514	676	838
	<u>\$ 5,470</u>	<u>\$ 1,797</u>	<u>\$ 3,673</u>	<u>\$ 9,676</u>	<u>\$ 2,587</u>	<u>\$ 7,089</u>

Amortization expense charged to income was \$133 million during the first quarter of 2020 and \$160 million during the first quarter of 2019.

Based on the net book value of intangible assets at March 31, 2020, amortization charged to income for the subsequent five years is estimated to be: remaining three quarters of 2020—\$237 million; 2021—\$307 million; 2022—\$298 million; 2023—\$280 million; 2024—\$259 million; and 2025—\$254 million.

8. Long-term Debt

A summary of *Long-term Debt* follows:

(Stated in millions)

	Mar. 31, 2020	Dec. 31, 2019
3.30% Senior Notes due 2021	\$ 1,598	\$ 1,597
3.65% Senior Notes due 2023	1,495	1,495
3.90% Senior Notes due 2028	1,445	1,444
2.40% Senior Notes due 2022	998	998
0.25% Notes due 2027	983	550
0.50% Notes due 2031	972	544
4.00% Senior Notes due 2025	929	929
4.30% Senior Notes due 2029	845	845
3.75% Senior Notes due 2024	746	746
1.00% Guaranteed Notes due 2026	656	665
2.65% Senior Notes due 2022	598	598
0.00% Notes due 2024	548	551
3.63% Senior Notes due 2022	295	294
7.00% Notes due 2038	207	208
5.95% Notes due 2041	114	114
5.13% Notes due 2043	99	99
4.00% Notes due 2023	81	81
3.70% Notes due 2024	55	55
4.20% Senior Notes due 2021	-	600
Commercial paper borrowings	2,745	2,222
Other	-	135
	<u>\$ 15,409</u>	<u>\$ 14,770</u>

During the first quarter of 2020, Schlumberger issued €400 million of 0.25% Notes due 2027 and €400 million of 0.50% Notes due 2031.

The estimated fair value of Schlumberger's *Long-term Debt*, based on quoted market prices at March 31, 2020 and December 31, 2019, was \$15.1 billion and \$15.3 billion, respectively.

At March 31, 2020, Schlumberger had separate committed credit facility agreements aggregating \$6.25 billion with commercial banks, of which \$3.5 billion was available and unused. These committed facilities support commercial paper programs in the United States and Europe, of which \$2.75 billion matures in February 2023, \$1.5 billion matures in July 2024 and \$2.0 billion matures in February 2025. Interest rates and other terms of borrowing under these lines of credit vary by facility.

Subsequent to the end of the first quarter of 2020, Schlumberger entered into a €1.2 billion committed revolving credit facility. This one-year facility can be extended at Schlumberger's option for up to an additional year. Schlumberger can potentially upsize this facility through syndication. As of April 22, 2020, no amounts have been drawn under this facility.

Borrowings under the commercial paper programs at March 31, 2020 were \$2.75 billion, all of which was classified in *Long-term debt* in the *Consolidated Balance Sheet*. At December 31, 2019, borrowings under the commercial paper programs were \$2.22 billion, all of which was classified in *Long-term debt* in the *Consolidated Balance Sheet*.

9. 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, to mitigate the exposure to changes in interest rates.

At March 31, 2020, Schlumberger had fixed rate debt aggregating \$13.7 billion and variable rate debt aggregating \$2.9 billion.

Foreign Currency Exchange Rate Risk

As a multinational company, Schlumberger generates revenue in more than 120 countries. Schlumberger's functional currency is primarily the US dollar. However, outside the United States, a significant portion of Schlumberger's expenses are 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 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 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.

Schlumberger is also exposed to risks on future cash flows relating to certain of its fixed rate debt denominated in currencies other than the functional currency. Schlumberger uses cross-currency swaps to provide a hedge against these cash flow risks.

During 2017, a Canadian-dollar functional currency subsidiary of Schlumberger issued \$1.1 billion of US-dollar denominated debt. Schlumberger entered into cross-currency swaps for an aggregate notional amount of \$1.1 billion in order to hedge changes in the fair value of its \$0.5 billion of 2.20% Senior Notes due 2020 and its \$0.6 billion of 2.65% Senior Notes due 2022. These cross-currency swaps effectively convert the US-dollar denominated notes to Canadian-dollar denominated debt with fixed annual interest rates of 1.97% and 2.52%, respectively.

During 2019, a US-dollar functional currency subsidiary of Schlumberger issued €1.5 billion of Euro-denominated debt. Schlumberger entered into cross-currency swaps for an aggregate notional amount of €1.5 billion in order to hedge changes in the fair value of its €0.5 billion 0.00% Notes due 2024, €0.5 billion 0.25% Notes due 2027 and €0.5 billion 0.50% Notes due 2031. These cross-currency swaps effectively convert the Euro-denominated notes to US-dollar denominated debt with fixed annual interest rates of 2.29%, 2.51% and 2.76%, respectively.

During the first quarter of 2020, a US-dollar functional currency subsidiary of Schlumberger issued €0.8 billion of Euro-denominated debt. Schlumberger entered into cross-currency swaps for an aggregate notional amount of €0.8 billion in order to hedge changes in the fair value of its €0.4 billion of 0.25% Notes due 2027 and €0.4 billion of 0.50% Notes due 2031. These cross-currency swaps effectively convert the Euro-denominated notes to US-dollar denominated debt with fixed annual interest rates of 1.87% and 2.20%, respectively.

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 (Loss)* as are changes in fair value of the hedged item.

At March 31, 2020, contracts were outstanding for the US dollar equivalent of \$7.3 billion in various foreign currencies, of which \$4.0 billion relates to hedges of debt denominated in currencies other than the functional currency.

At March 31, 2020, Schlumberger recognized a cumulative \$202 million loss in *Accumulated Other Comprehensive Loss* relating to changes in the fair value of foreign currency forward contracts and cross-currency swaps.

The effect of derivative instruments designated as fair value and cash flow hedges, and those not designated as hedges, on the *Consolidated Statement of Income (Loss)* was as follows:

(Stated in millions)

	Gain (Loss) Recognized in Income (Loss) First Quarter		Consolidated Statement of Income (Loss) Classification
	2020	2019	
Derivatives designated as cash flow hedges:			
Foreign exchange contracts	\$ (1)	\$ (2)	Cost of services/sales
Cross currency swaps	58	(16)	Interest expense
	<u>\$ 57</u>	<u>\$ (18)</u>	
Derivatives not designated as hedges:			
Foreign exchange contracts	<u>\$ (9)</u>	<u>\$ 6</u>	Cost of services/sales

10. Contingencies

Schlumberger is 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.

11. Segment Information

(Stated in millions)

	First Quarter 2020		First Quarter 2019	
	Revenue	Income (Loss) Before Taxes	Revenue	Income (Loss) Before Taxes
Reservoir Characterization	\$ 1,311	\$ 184	\$ 1,459	\$ 281
Drilling	2,291	285	2,387	307
Production	2,703	212	2,890	217
Cameron	1,254	121	1,259	148
Eliminations & other	(104)	(26)	(116)	(45)
		776		908
Corporate & other (1)		(228)		(273)
Interest income (2)		15		10
Interest expense (3)		(129)		(136)
Charges and credits (4)		(8,523)		-
	<u>\$ 7,455</u>	<u>\$ (8,089)</u>	<u>\$ 7,879</u>	<u>\$ 509</u>

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

- (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 (\$- million in 2020; \$1 million in 2019).
- (3) Interest expense excludes amounts which are included in the segments' income (\$7 million in 2020; \$11 million in 2019).
- (4) See Note 2 – *Charges and Credits*.

Revenue by geographic area was as follows:

(Stated in millions)

	First Quarter	
	2020	2019
North America	\$ 2,279	\$ 2,738
Latin America	945	992
Europe/CIS/Africa	1,751	1,707
Middle East & Asia	2,425	2,338
Eliminations & other	55	104
	<u>\$ 7,455</u>	<u>\$ 7,879</u>

North America and International revenue disaggregated by segment was as follows:

(Stated in millions)

	First Quarter 2020			
	North America	International	Eliminations & other	Total
Reservoir Characterization	\$ 199	\$ 1,107	\$ 5	\$ 1,311
Drilling	524	1,722	45	2,291
Production	1,066	1,637	-	2,703
Cameron	506	726	22	1,254
Other	(16)	(71)	(17)	(104)
	<u>\$ 2,279</u>	<u>\$ 5,121</u>	<u>\$ 55</u>	<u>\$ 7,455</u>

	First Quarter 2019			
	North America	International	Eliminations & other	Total
Reservoir Characterization	\$ 216	\$ 1,239	\$ 4	\$ 1,459
Drilling	578	1,755	54	2,387
Production	1,373	1,516	1	2,890
Cameron	581	621	57	1,259
Other	(10)	(94)	(12)	(116)
	<u>\$ 2,738</u>	<u>\$ 5,037</u>	<u>\$ 104</u>	<u>\$ 7,879</u>

Revenue in excess of billings related to contracts where revenue is recognized over time was \$0.2 billion at both March 31, 2020 and December 31, 2019. Such amounts are included within *Receivables less allowance for doubtful accounts* in the *Consolidated Balance Sheet*.

Due to the nature of its business, Schlumberger does not have significant backlog. Total backlog was \$3.0 billion at March 31, 2020, of which approximately 50% is expected to be recognized as revenue over the next 12 months.

Billings and cash collections in excess of revenue was \$1.1 billion at March 31, 2020 and \$0.9 billion at December 31, 2019. Such amounts are included within *Accounts payable and accrued liabilities* in the *Consolidated Balance Sheet*.

12. Pension and Other Postretirement Benefit Plans

Net pension cost (credit) for the Schlumberger pension plans included the following components:

(Stated in millions)

	First Quarter			
	2020		2019	
	US	Int'l	US	Int'l
Service cost	\$ 15	\$ 37	\$ 14	\$ 32
Interest cost	37	75	45	83
Expected return on plan assets	(58)	(147)	(58)	(150)
Amortization of prior service cost	2	-	2	2
Amortization of net loss	11	40	8	16
	<u>\$ 7</u>	<u>\$ 5</u>	<u>\$ 11</u>	<u>\$ (17)</u>

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

(Stated in millions)

	First Quarter	
	2020	2019
Service cost	\$ 9	\$ 8
Interest cost	10	12
Expected return on plan assets	(17)	(16)
Amortization of prior service credit	(7)	(7)
	<u>\$ (5)</u>	<u>\$ (3)</u>

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

First Quarter 2020 Compared to Fourth Quarter 2019

(Stated in millions)

	First Quarter 2020		Fourth Quarter 2019	
	Revenue	Income (Loss) Before Taxes	Revenue	Income (Loss) Before Taxes
Reservoir Characterization	\$ 1,311	\$ 184	\$ 1,643	\$ 368
Drilling	2,291	285	2,442	303
Production	2,703	212	2,867	253
Cameron	1,254	121	1,387	126
Eliminations & other	(104)	(26)	(111)	(44)
		776		1,006
Corporate & other (1)		(228)		(215)
Interest income (2)		15		8
Interest expense (3)		(129)		(138)
Charges and credits (4)		(8,523)		(209)
	<u>\$ 7,455</u>	<u>\$ (8,089)</u>	<u>\$ 8,228</u>	<u>\$ 452</u>

(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 (\$- million in Q1 2020; \$2 million in Q4 2019).

(3) Interest expense excludes amounts which are included in the segments' income (\$7 million in Q1 2020; \$8 million in Q4 2019).

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

First-quarter revenue of \$7.5 billion declined 9% sequentially and 5% year-on-year as the unprecedented global health and economic crisis sparked by the COVID-19 pandemic increasingly impacted industry activity during the quarter. The effect of this was amplified late in the quarter by a new battle for market share between the world's largest oil producers. This created simultaneous shocks in oil supply and demand resulting in the most challenging industry environment in many decades. The spread of COVID-19 has caused more than 50 countries to implement lockdown measures affecting three billion people. Worldwide economic activity is falling sharply, and oil demand destruction is leading to an unprecedented supply-demand imbalance in the range of 20–30 million bbl/d. This is translating to near-term uncertainties in activity and budget projections.

Customer spending and drilling activity in North America declined as oil prices slipped early in the quarter before falling abruptly in March. This resulted in a 7% sequential decrease in North America revenue to \$2.3 billion. International activity, which was expected to be seasonally lower sequentially, suffered from COVID-19-related activity disruptions and initial customer spending cuts in response to falling oil prices. International revenue of \$5.1 billion declined 10% sequentially.

The sequential international revenue decline was led by lower winter activity in the Europe/CIS/Africa area, particularly in the Russia & Central Asia and the United Kingdom & Continental Europe GeoMarkets. Latin America area revenue also decreased, mainly due to reduced WesternGeco® multiclient seismic license sales. Middle East & Asia area revenue declined on lower product sales following strong year-end sales and a seasonal decline in activity. COVID-19-related activity disruptions during the quarter impacted our operations, particularly in China, Malaysia, Iraq, Italy, Romania, the United Kingdom, Gabon, Mozambique, Congo, Nigeria, Angola, and offshore North America.

At this time, customer feedback and Schlumberger's analysis indicate global capex spend is expected to decline by about 20% in 2020, with the largest share of the reduction affecting North America, which is estimated to drop by about 40%. In contrast, international E&P capex is expected to decline by about 15%. Final investment decision sanctions are expected to fall back to trough levels of 2015, which would indicate project delays to 2021 and beyond.

In this environment—the duration of which remains uncertain—Schlumberger has planned for a range of scenarios and has taken a number of actions. To protect its workforce in the wake of COVID-19, Schlumberger has taken steps to keep its people safe by supporting those affected, mandating that as many employees and contractors as possible work from home, and monitoring those who cannot do so and are required to be at work. To reinforce cost control and cash discipline, Schlumberger is reducing its structural and variable costs, and restructuring its organization to match activity where necessary, including furloughing personnel, cutting salaries, lowering headcount, and closing facilities. Additionally, Schlumberger's Board of Directors and executive officers have voluntarily agreed to reductions in their cash compensation. The capital investment program has been reduced by more than 30% and resources will be allocated to the more resilient markets while Schlumberger remains focused on capital stewardship and maintaining its commitment to a strong balance sheet.

The second quarter is likely to be the most uncertain and disruptive quarter the industry has ever seen. The extent to which Schlumberger's future results are affected by COVID-19 will depend on various factors and consequences beyond the Company's control, such as the duration and scope of the pandemic; additional actions by businesses and governments in response to the pandemic, and the speed and effectiveness of responses to combat the virus. COVID-19, and the volatile regional and global economic conditions stemming from the pandemic, could also aggravate the risk factors identified in Schlumberger's Annual Report on Form 10-K for the fiscal year ended December 31, 2019. COVID-19 may also materially adversely affect Schlumberger's results in a manner that is either not currently known or that Schlumberger does not currently consider to be a significant risk to its business. See also the risk factor relating to COVID-19 disclosed in Item 8.01 of Schlumberger's Current Report on Form 8-K filed on April 17, 2020.

Reservoir Characterization

Reservoir Characterization revenue of \$1.3 billion decreased 20% sequentially. This decrease was primarily due to seasonally lower sales of software and multiclient seismic licenses and reduced winter activity in the Northern Hemisphere. Additionally, customers began to cut both discretionary spend and activity toward the end of the quarter, which affected exploration activity in several GeoMarkets.

Reservoir Characterization pretax operating margin of 14% fell 839 basis points ("bps") sequentially due to the lower sales of software and multiclient seismic licenses as well as the effects of lower exploration activity.

Drilling

Drilling revenue of \$2.3 billion decreased 6% sequentially with approximately half of the revenue decline attributable to the divestiture of the businesses and associated assets of DRILCO, Thomas Tools, and Fishing & Remedial Services (the "Drilling Tools businesses") which was completed at the end of the fourth quarter of 2019. Revenue also decreased due to seasonality effects in the Northern Hemisphere. The US land rig count was 6% lower sequentially including a 15% drop in the last two weeks of March.

Drilling pretax operating margin of 12% was resilient, as it remained flat with the previous quarter despite the sequential revenue decline as profitability was boosted by the divestiture of the Drilling Tools businesses, which were previously dilutive to margins.

Production

Production revenue of \$2.7 billion declined 6% sequentially. This was driven by lower Well Services activity and weaker Artificial Lift Solutions sales in the international markets. OneStim[®] revenue grew slightly as its scale-to-fit strategy successfully generated higher fleet utilization, however activity fell sharply in mid-March as customers cut their spending. OneStim began to stack more frac fleets in response and have reduced their active fleets by 27% during March.

Production pretax operating margin of 8% contracted by 98 bps sequentially due to reduced profitability in North America while international margins were flat despite lower revenue.

Cameron

Cameron revenue of \$1.3 billion decreased 10% sequentially mostly due to lower revenue in North America from the short-cycle businesses of Surface Systems and Valves & Process Systems. Revenue was impacted by the temporary closure of manufacturing facilities in Italy and Malaysia caused by COVID-19-related disruptions that impacted OneSubsea[®], Surface Systems, and Valves & Process Systems activity.

Cameron pretax operating margin of 10% improved slightly by 57 bps.

First Quarter 2020 Compared to First Quarter 2019

(Stated in millions)

	First Quarter 2020		First Quarter 2019	
	Revenue	Income (Loss) Before Taxes	Revenue	Income (Loss) Before Taxes
Reservoir Characterization	\$ 1,311	\$ 184	\$ 1,459	\$ 281
Drilling	2,291	285	2,387	307
Production	2,703	212	2,890	217
Cameron	1,254	121	1,259	148
Eliminations & other	(104)	(26)	(116)	(45)
		776		908
Corporate & other (1)		(228)		(273)
Interest income (2)		15		10
Interest expense (3)		(129)		(136)
Charges and credits (4)		(8,523)		-
	\$ 7,455	\$ (8,089)	\$ 7,879	\$ 509

- (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 (\$- million in 2020; \$1 million in 2019).
- (3) Interest expense excludes amounts which are included in the segments' income (\$7 million in 2020; \$11 million in 2019).
- (4) Charges and credits are described in detail in Note 2 to the *Consolidated Financial Statements*.

First-quarter 2020 revenue of \$7.5 billion decreased 5% year-on-year as customers began to cut spending in response to falling oil prices caused by the simultaneous shocks in oil supply and demand due to the unprecedented global health and economic crisis sparked by the COVID-19 pandemic. North America revenue declined 17% year-on-year. The international business showed some resilience as revenue increased 2% year-on-year against the backdrop of an increasingly difficult operating environment.

Reservoir Characterization

First-quarter 2020 revenue of \$1.3 billion fell 10% year-on-year as customers began to cut discretionary spending, which caused a reduction in exploration activity that impacted Wireline, WesternGeco, and Software Integrated Solutions ("SIS"). Activity was also lower in a number of countries affected by COVID-19-related disruptions.

Year-on-year, pretax operating margin dropped 525 bps year-on-year to 14% due to lower high-margin exploration activity. Lower sales of SIS software and WesternGeco multienterprise seismic licenses also contributed to the year-on-year margin contraction.

Drilling

First-quarter 2020 revenue of \$2.3 billion decreased 4% year-on-year largely due to the divestiture of the Drilling Tools businesses at the end of the fourth quarter of 2019. Revenue also declined due to the significant drop in rig count in North America as customers reduced spending due to falling oil prices. Internationally, activity was also reduced in a number of countries in the Middle East & Asia and Europe/CIS/Africa areas impacted by COVID-19-related disruptions.

Year-on-year, pretax operating margin decreased 42 bps to 12%. While margins were lower due to the decrease in revenue and COVID-19-related disruptions, profitability was boosted by the divestiture of the Drilling Tools businesses which was previously dilutive to margins.

Production

First-quarter 2020 revenue of \$2.7 billion decreased 6% year-on-year primarily due to lower OneStim revenue as customers in North America land continued to decrease their investment spending resulting in the stacking of additional fleet capacity.

Year-on-year, pretax operating margin increased by 32 bps to 8% as improved margins in Asset Performance Solutions (“APS”) internationally were largely offset by reduced profitability in OneStim in North America land.

Cameron

First-quarter 2020 revenue of \$1.3 billion was essentially flat compared to the same period in 2019, as revenue growth from the long cycle businesses of OneSubsea and Drilling Systems was offset by a revenue decline in Valves & Process Systems.

Year-on-year, pretax operating margin decreased 209 bps to 10% primarily driven by reduced profitability in the short cycle businesses of Surface Systems and Valves & Process Systems.

Interest and Other Income

Interest & other income consisted of the following:

(Stated in millions)

	First Quarter	
	2020	2019
Equity in net earnings of affiliated companies	\$ 24	\$ 3
Interest income	15	11
	<u>\$ 39</u>	<u>\$ 14</u>

The increases in earnings from equity method investments primarily relates to higher income associated with Schlumberger's equity investments in rig- and seismic-related businesses.

Other

Research & engineering and General & administrative expenses, as a percentage of Revenue, for the first quarter ended March 31, 2020 and 2019 were as follows:

	First Quarter	
	2020	2019
Research & engineering	2.3%	2.2%
General & administrative	1.7%	1.4%

The effective tax rate for the first quarter of 2020 was 9%, as compared to 16% for the same period of 2019. The lower effective tax rate was almost entirely due to the charges described in Note 2 to the *Consolidated Financial Statements*, which were primarily related to non-deductible goodwill.

Charges and Credits

Schlumberger recorded the following charges in connection with the preparation of its first quarter 2020 financial statements, which are fully described in Note 2 to the *Consolidated Financial Statements*:

(Stated in millions)

	Pretax	Tax	Net
Goodwill	\$ 3,070	\$ -	\$ 3,070
Intangible assets	3,321	(815)	2,506
APS investments	1,264	4	1,268
North America pressure pumping	587	(133)	454
Severance	202	(7)	195
Other	79	(9)	70
Valuation allowance	-	164	164
	<u>\$ 8,523</u>	<u>\$ (796)</u>	<u>\$ 7,727</u>

The first quarter 2020 results did not include any benefit from reduced depreciation and amortization expense as a result of the first quarter impairment charges. However, going forward, depreciation and amortization expense will be reduced by approximately \$95 million on a quarterly basis. Approximately \$45 million of this quarterly reduction will be reflected in the Production segment, with the remaining \$50 million reflected in the "Corporate & other" line item.

There were no charges or credits recorded during the first quarter of 2019.

Schlumberger expects to record a significant charge relating to severance during the second quarter of 2020. However, at this time the amount cannot be reasonably estimated.

Liquidity and Capital Resources

The effects of the COVID-19 pandemic have resulted in a significant and swift reduction in international and U.S. economic activity. These effects have adversely affected the demand for oil and natural gas, as well as for Schlumberger's products and services, and caused significant volatility and disruption of the financial markets. This period of extreme economic disruption, low oil prices and reduced demand for Schlumberger's products and services has had, and is likely to continue to have, a material adverse impact on our business, results of operations, access to sources of liquidity and financial condition.

In view of the uncertainty of the depth and extent of the contraction in oil demand due to the COVID-19 pandemic combined with the weaker commodity price environment, Schlumberger has turned its strategic focus to cash conservation and protecting its balance sheet. Schlumberger therefore reduced its dividend by 75%, commencing with the next dividend payment in July 2020. The revised dividend supports Schlumberger's value proposition through a balanced approach of shareholder distributions and organic investment, while providing the flexibility to weather the uncertain environment. This decision reflects the Company's focus on its capital stewardship program as well as its commitment to maintain both a strong liquidity position and a strong investment grade credit rating that provides privileged access to the financial markets.

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

(Stated in millions)

Components of Liquidity:	Mar. 31, 2020	Mar. 31, 2019	Dec. 31, 2019
Cash	\$ 1,375	\$ 1,230	\$ 1,137
Short-term investments	1,969	925	1,030
Short-term borrowings and current portion of long-term debt	(1,233)	(99)	(524)
Long-term debt	(15,409)	(16,449)	(14,770)
Net debt (1)	<u>\$ (13,298)</u>	<u>\$ (14,393)</u>	<u>\$ (13,127)</u>

Changes in Liquidity:

	Three Months Ended Mar. 31,	
	2020	2019
Net income (loss)	\$ (7,368)	\$ 430
Impairment and other charges	8,523	-
Depreciation and amortization (2)	792	903
Earnings of equity method investments, less dividends received	(10)	3
Deferred taxes	(781)	(72)
Stock-based compensation expense	108	108
Increase in working capital (3)	(482)	(1,048)
Other	2	2
Cash flow from operations	784	326
Capital expenditures	(407)	(413)
APS investments	(163)	(151)
Multiclient seismic data costs capitalized	(35)	(45)
Free cash flow (4)	179	(283)
Dividends paid	(692)	(692)
Proceeds from employee stock plans	74	106
Stock repurchase program	(26)	(98)
Net proceeds from asset divestitures	298	-
Business acquisitions and investments, net of cash acquired plus debt assumed	-	(5)
Other	(4)	(147)
Increase in net debt	(171)	(1,119)
Net debt, beginning of period	(13,127)	(13,274)
Net debt, end of period	\$ (13,298)	\$ (14,393)

- (1) "Net debt" represents gross debt less cash and short-term investments. 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 APS investments.
- (3) Includes severance payments of approximately \$56 million and \$48 million during the three months ended March 31, 2020 and 2019, respectively.
- (4) "Free cash flow" represents cash flow from operations less capital expenditures, APS 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 2020 and 2019 included:

- On January 21, 2016, the Board approved a \$10 billion share repurchase program for Schlumberger common stock. Schlumberger had repurchased \$1.0 billion of Schlumberger common stock under this program as of March 31, 2020.

The following table summarizes the activity under the 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, 2020	\$ 26	0.8	\$ 33.81
Three months ended March 31, 2019	\$ 98	2.3	\$ 42.79

- Capital expenditures were \$0.4 billion during the first three months of 2020 and 2019, respectively. Capital expenditures for full-year 2020 are expected to be approximately \$1.2 billion, representing a 30% decrease as compared to 2019.

- During the first quarter of 2020, Schlumberger issued €400 million of 0.25% Notes due 2027 and €400 million of 0.50% Notes due 2031.
- During the first quarter of 2020, Schlumberger completed the sale of its 49% interest in the Bandurria Sur Block in Argentina. The net cash proceeds from this transaction, combined with the proceeds received from the divestiture of a smaller APS project, amounted to \$298 million.
- During the first quarter of 2019, Schlumberger issued \$750 million of 3.75% Senior Notes due 2024 and \$850 million of 4.30% Senior Notes due 2029.

Schlumberger generates revenue in more than 120 countries. As of March 31, 2020, four of those countries individually accounted for greater than 5% of Schlumberger's net receivables balance, of which only the United States accounted for greater than 10% of such receivables.

As of March 31, 2020, Schlumberger had \$3.3 billion of cash and short-term investments on hand. Schlumberger had separate committed debt facility agreements aggregating \$6.3 billion that support commercial paper programs, of which \$3.5 billion was available and unused. Additionally, subsequent to the end of the first quarter of 2020, Schlumberger entered into a €1.2 billion committed revolving credit facility. This one-year facility can be extended at Schlumberger's option for up to an additional year. Schlumberger can potentially upsize this facility through syndication. 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, 2020 were \$2.8 billion.

FORWARD-LOOKING STATEMENTS

This first-quarter 2020 Form 10-Q, as well as 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; our effective tax rate; future global economic conditions; and future results of operations. These statements are subject to risks and uncertainties, including, but not limited to, changing global economic conditions; public health crises, such as the COVID-19 pandemic, and any related actions taken by businesses and governments; changes in exploration and production spending by Schlumberger's customers and changes in the level of oil and natural gas exploration and development; the results of operations and financial condition of Schlumberger's customers and suppliers, particularly during extended periods of low prices for crude oil and natural gas; general economic, political, and business conditions in key regions of the world; foreign currency risk; 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 competitiveness of alternate-energy sources or product substitutes; and other risks and uncertainties detailed in this Form 10-Q and our most recent Form 10-K and Form 8-K filed with or furnished to the SEC. 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. Statements in this first-quarter 2020 Form 10-Q are made as of April 22, 2020, and 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, 2019. Schlumberger’s exposure to market risk has not changed materially since December 31, 2019.

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 10—*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 disclosed in Part 1, Item 1A, of Schlumberger's Annual Report on Form 10-K for the fiscal year ended December 31, 2019, other than the risk factor disclosed in Item 8.01 of Schlumberger's Current Report on Form 8-K filed on April 17, 2020, which is hereby incorporated by reference into this Quarterly Report on Form 10-Q.

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

Unregistered Sales of Equity Securities

None.

Issuer Repurchases of Equity Securities

As of March 31, 2020, Schlumberger had repurchased \$1.0 billion of Schlumberger common stock under its \$10 billion share repurchase program.

Schlumberger's common stock repurchase activity for the three months ended March 31, 2020 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 programs	Maximum value of shares that may yet be purchased under the programs
January 2020	179.5	\$ 35.08	179.5	\$ 8,992,119
February 2020	596.7	\$ 33.43	596.7	\$ 8,972,172
March 2020	-	\$ -	-	\$ 8,972,172
	<u>776.2</u>	<u>\$ 33.81</u>	<u>776.2</u>	

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.

In 2013, Schlumberger completed the wind down of its service operations in Iran. Prior to this, certain non-US subsidiaries 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 during the first quarter of 2020 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 maintained 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.

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 \(Schlumberger N.V.\) \(incorporated by reference to Exhibit 3 to Schlumberger's Current Report on Form 8-K filed on July 22, 2019\)](#)

* Exhibit 10.1—[Form of 2020 Three-Year Performance Share Unit Award Agreement \(with relative TSR modifier\) under Schlumberger 2017 Omnibus Stock Incentive Plan \(+\)](#)

* Exhibit 10.2—[Form of 2020 Two-Year Performance Share Unit Award Agreement \(with relative TSR modifier\) under Schlumberger 2017 Omnibus Stock Incentive Plan \(+\)](#)

* Exhibit 10.3—[Employment, Non-Competition and Non-Solicitation Agreement effective as of September 1, 2020, by and between Schlumberger Limited and Patrick Schorn \(+\)](#)

* 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.INS—Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document

* Exhibit 101.SCH—Inline XBRL Taxonomy Extension Schema Document

* Exhibit 101.CAL—Inline XBRL Taxonomy Extension Calculation Linkbase Document

* Exhibit 101.DEF—Inline XBRL Taxonomy Extension Definition Linkbase Document

* Exhibit 101.LAB—Inline XBRL Taxonomy Extension Label Linkbase Document

* Exhibit 101.PRE—Inline XBRL Taxonomy Extension Presentation Linkbase Document

Exhibit 104—Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed with this Form 10-Q.

** Furnished with this Form 10-Q.

+ Compensatory plans or arrangements.

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.

Date: April 22, 2020

Schlumberger Limited
(Registrant)

/s/ Howard Guild

Howard Guild

Chief Accounting Officer and Duly Authorized Signatory

**2020 PERFORMANCE SHARE UNIT AWARD AGREEMENT
(WITH RELATIVE TSR MODIFIER)**

under the

SCHLUMBERGER 2017 OMNIBUS STOCK INCENTIVE PLAN

(Includes Confidentiality, Intellectual Property, Non-Competition, and Non-Solicitation Provisions in Section 9 and Attachment II)

Performance Period: 2020, 2021 and 2022

This Performance Share Unit Award Agreement (as may be amended, the “Agreement”) is granted effective as of **(Grant Date)** (the “Grant Date”) by Schlumberger Limited (the “Company”), for the benefit of **(Employee Name)** (“Employee”), pursuant to the Schlumberger 2017 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 from and including January 1, 2020 to December 31, 2022 is the “Performance Period.” The Performance Share Units will vest as follows:

(a) On the Friday following the first meeting of the Compensation Committee of the Board of Directors of the Company (the “Committee”) in 2023 (the “First Committee Meeting”), or as soon thereafter as reasonably practicable (such date, the “initial 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 initial Vesting Date and has not experienced a Termination of Employment (as defined in Section 12(y) below) as of such date. If, immediately following the First Committee Meeting, not all companies comprising the ROCE Peer Group (as defined in Attachment I) have publicly disclosed the full-year financial information required to determine the number of shares of Schlumberger common stock earned, the Committee may elect, at its discretion, to award to Employee a specified percentage of the number of such shares initially determined to be earned. The percentage of shares initially issued to Employee will be based on available reported results of the ROCE Peer Group as of the First Committee Meeting, and the issuance of the shares will occur as soon after the First

Committee Meeting as reasonably practicable. Any additional shares earned will be issued to Employee as soon as reasonably practicable following the public release by all ROCE Peer Group companies of the requisite full-year financial results necessary to determine the final number of shares earned. The date of the issuance of such additional shares will be a “subsequent Vesting Date” for purposes of this Agreement). 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 initial Vesting Date, Employee will immediately and automatically forfeit all Performance Share Units. The Committee may delegate, to an officer of the Company or to a subcommittee of the Committee, its authority to determine whether Employee has incurred a Termination of Employment, the cause of such termination or any related issue, and any such determination by the Committee or its delegate will be final and binding on all parties.

(b) (i) If Employee’s Termination of Employment occurs due to Retirement (as defined in Section 12(q) below), then 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 initial Vesting Date.

(ii) If Employee’s Termination of Employment occurs due to Early Retirement (as defined in Section 12(i) below) or Special Retirement (as defined in Section 12(t) below), then, subject to the approval of (x) the Committee, if Employee is an executive officer of the Company at the time of Employee’s election to retire, or (y) the Retirement Committee (as defined in Section 12(r)), if Employee is not an executive officer of the Company at the time of Employee’s election to retire, 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 initial Vesting Date. Any approval under clauses (x) or (y) may be granted or withheld in the sole discretion of the Committee or the Retirement Committee, as applicable.

(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, and the date of such Termination of Employment will be considered the initial Vesting Date.

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 end of the Performance Period (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 initial Vesting Date, upon a Termination of Employment for any reason that does not result in a continuation or acceleration 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 subsequent 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. Tax and Social Insurance Withholding.

(a) Regardless of any action the Company takes with respect to any or all income tax (including foreign, federal, state and local taxes), social insurance, payroll tax, payment on account or other tax-related items related to Employee's participation in the Plan and legally applicable to him or her ("Tax-Related Items"), Employee acknowledges that the ultimate liability for all Tax-Related Items legally due by Employee is and remains his or her responsibility and may exceed the amount actually withheld by the Company. Employee further acknowledges that the Company (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Performance Share Units, including the grant of the Performance Share Units, the vesting of the Performance Share Units, the conversion of the Performance Share Units into shares of Common Stock or the receipt of any equivalent cash payment, or the subsequent sale of any shares of Common Stock acquired at vesting, and (ii) does not commit to structure the terms of the grant or any aspect of the Performance Share Units to reduce or eliminate Employee's liability for the Tax-Related Items.

(b) Prior to any relevant taxable or tax withholding event (“Tax Date”), as applicable, Employee will pay or make adequate arrangements satisfactory to the Company to satisfy all Tax-Related Items. In this regard, Employee authorizes the Company or its respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following: (i) accept a cash payment in U.S. dollars in the amount of the Tax-Related Items, (ii) withhold whole Shares which would otherwise be delivered to Employee having an aggregate Fair Market Value, determined as of the Tax Date, or (iii) withhold an amount of cash from Employee’s wages or other cash compensation which would otherwise be payable to Employee by the Company or from any equivalent cash payment received upon vesting of the Performance Share Units, equal to the amount necessary to satisfy any such obligation.

(c) The Company shall withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates, unless Employee elects, pursuant to the Company’s prescribed procedures as in effect from time to time, to have withholding for Tax Related Items based on the maximum withholding rate applicable to Employee. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, Employee is deemed to have been issued the full number of shares of Common Stock due to him or her at vesting, notwithstanding that a number of shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of Employee’s participation in the Plan. Finally, Employee shall pay to the Company any amount of Tax-Related Items that the Company may be required to withhold as a result of Employee’s participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue shares of Common Stock to Employee if Employee fails to comply with his or her obligations in connection with the Tax-Related Items as described herein. The Performance Share Units are intended to be “short-term deferrals” exempt from Section 409A of the Internal Revenue Code and shall 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, which is incorporated herein by reference, including all rules, procedures, policies and requirements that the Company may promulgate consistent with 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 14.

(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 or 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 confidential information or 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 (as defined in Section 12(g) below); (iv) engages or employs, or solicits or contacts with a view to the engagement or employment of, any 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 customer of any

of such entities during the Performance Period and up to and including the subsequent Vesting Date; (vi) is determined to have engaged (whether or not prior to Termination of Employment) in either gross misconduct or criminal activity that is, or that could reasonably be expected to be, harmful to the Company or a Subsidiary; or (vii) takes any action that otherwise harms, or that could reasonably be expected to harm, 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,” and any such determination by the Committee or its delegate will be final and binding on all parties.

(g) “Direct Competitor” means any of the following: (i) Halliburton Company, Weatherford International plc, Baker Hughes Company, TechnipFMC plc, and any other oilfield equipment and services entity; 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) “Early Retirement” means 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.

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

(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 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.

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

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

(t) “Special Retirement” means 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 50 and 10 years of service.

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

(v) “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).

(w) “Tax Date” is defined in Section 7(b).

(x) “Tax-Related Items” is defined in Section 7(a).

(y) “Termination of Employment” means the voluntary or involuntary termination of Employee’s employment with the Company and its Subsidiaries for any reason; 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 a Termination of Employment.

(z) “Transfer” is defined in Section 5(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 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 the 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 the 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 THE 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.

14. 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 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 Performance Share Units, any shares of Common Stock delivered hereunder and any profits realized on the sale of such shares either before, on or after the date on which you become subject to such policy. In addition, by acceptance of this award, you agree that any prior awards that have been issued to you pursuant to the Plan or any other incentive plan of the Company are subject to the Clawback Policy.

15. 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 the Agreement and this Attachment I, vesting of the Performance Share Units is conditioned upon the delta between:

(a) Schlumberger’s average annual return on capital employed (as further described below, “ROCE”) over the three-year performance period beginning on January 1, 2020 and ending on December 31, 2022 (the “Performance Period”), and

(b) the average annual ROCE of the following companies taken together (collectively, the “ROCE Peer Group”) over the Performance Period: Halliburton Company, Weatherford International plc, National Oilwell Varco, TechnipFMC plc and Baker Hughes Company, in each case with appropriate adjustments for mergers, acquisitions and dispositions, as well as any adjustment for the Company’s relative total shareholder return (as further described below).

“ROCE” is equal to the sum of (i) income from continuing operations, before charges and credits, and (ii) the after-tax impact of net interest expense, divided by the sum of (x) the average quarterly equity, including noncontrolling interests, and (y) the average quarterly net debt.

Schlumberger’s “average annual ROCE” means the average of the three annual ROCE achievements during the Performance Period. The ROCE Peer Group’s “average annual ROCE” means the average of the three annual ROCE achievements during the Performance Period for the ROCE Peer Group as a whole.

The number of Performance Share Units that will vest 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).

The average annual ROCE achieved by the Company over the Performance Period, and the average annual ROCE achieved by the ROCE Peer Group over the Performance Period, will be certified by the Committee. The Committee is authorized to vest the number of Performance Share Units at the Payout Factor based on Table 1 below, subject to adjustment based on the Company’s relative total shareholder return (“TSR”) over the Performance Period, as further described below. The Payout Factor for ROCE achievement levels between points on this chart will be determined by linear interpolation between the values listed. The maximum payout of Performance Share Units is 250% of the Target Performance Share Units.

Table 1

(Applicable if conditions for Turbo Effect (as described below) are not met)

ROCE Delta (bps)	Payout Factor for Vested Performance Share Units (before Relative TSR Adjustment)
Less than or equal to -600 bps	0% of Target
Equal to 0 bps	100% of Target
Greater than or equal to 600 bps	250% of Target

Adjustment for Potential Turbo Effect

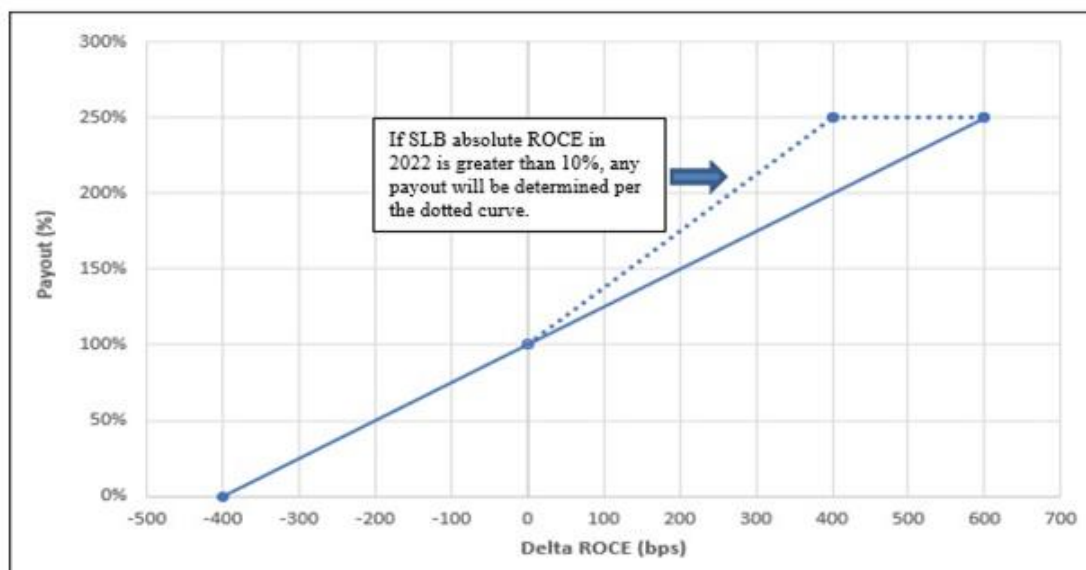
In the event that (i) the annual ROCE achieved by the Company for the 2020 calendar year is greater than 10% and (ii) the ROCE Delta is greater than 0 bps, then the “Turbo Effect” will be applicable, and the Committee is authorized to vest the number of Performance Share Units at the Payout Factor based on Table 2 below in lieu of Table 1, subject to adjustment based on the Company’s relative TSR over the Performance Period, as further described below. The Payout Factor for ROCE achievement levels between points on this chart will be determined by linear interpolation between the values listed. The maximum payout of Performance Share Units will remain 250% of the Target Performance Share Units, even if determined after applying the Turbo Effect.

Table 2

(Applicable if conditions for Turbo Effect are met)

ROCE Delta (bps)	Payout Factor for Vested Performance Share Units (before Relative TSR Adjustment)
Equal to 0 bps	100% of Target
Greater than or equal to 400 bps	250% of Target

The effect of the potential enhancement from the Turbo Effect is illustrated in the chart below.



Adjustment for Relative TSR during Performance Period

At the conclusion of the Performance Period, the Committee will certify the Company’s cumulative TSR over the Performance Period, determine the percentile ranking of the Company’s TSR relative to the cumulative TSR of the companies comprising the Philadelphia Oil Service Sector Index (or any successor index) (the “OSX Index”) as of the first day of the Performance Period (the “Relative TSR Performance”),

and determine the amount, if any, by which the Payout Factor will be adjusted (the “Relative TSR Modifier”). If the Company’s Relative TSR Performance during the Performance Period is in the bottom 33rd percentile relative to the cumulative TSR of the individual companies comprising the OSX Index over the same period, the number of shares earned according to the Payout Factor will be reduced by 25 percentage points (e.g., if the Payout Factor from the table above was 110%, the reduced Payout Factor would be 85%). The Relative TSR Modifier will only reduce the number of shares earned under a PSU award, but will not increase the number of shares otherwise earned.

TSR for the Company or any other member of the OSX Index means the annualized rate of return reflecting price appreciation plus reinvestment of dividends (calculated monthly) and the compounding effect of dividends paid on reinvested dividends. The Committee will utilize Standard & Poor’s Compustat Database (or any successor database), or such other database or method as the Committee determines is appropriate in its discretion, to calculate any company’s TSR.

Unless the Committee determines otherwise in its discretion then if, at any time during the Performance Period:

- any member of the OSX Index files for bankruptcy protection or ceases to be listed on a national exchange due to the failure to meet applicable listing requirements, then such member will be treated as having achieved a negative 100% return;
- any member of the OSX Index is acquired by, or completes a merger or other combination with, another member of the OSX Index, the acquiring or surviving member, as applicable, will be included in the Relative TSR Performance calculation, and the acquired or non-surviving member, as applicable, will not be included in the Relative TSR Performance Calculation;
- any member of the OSX Index is acquired by, or completes a merger or other combination with, an entity that is not a member of the OSX Index, and the OSX Index member is not the surviving publicly-traded entity following the transaction, then neither (i) the acquirer or surviving entity, as applicable, nor (ii) the acquired or non-surviving member, as applicable, will be included in the Relative TSR Performance Calculation;
- any member of the OSX Index is removed from the OSX Index for any other reason, then such member will be removed from the OSX Index entirely for purposes of the Relative TSR Performance calculation; or
- a company that was not a member of the OSX Index as of the first day of the Performance Period is added to the OSX Index, such company will not be a considered a member of the OSX Index for purposes of the Relative TSR Performance calculation.

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

1. Definitions.

(a) “Affiliate” means any entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with the 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.

(b) “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, incentive 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.

(c) “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 Employee’s working hours; or (d) that is applicable to any activity of the 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 the Company, and any Pre-existing Intellectual Property in which the Company has a vested or executory interest.

(d) “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 the 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.

(e) “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.

2. Codes of Conduct. 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. Confidential Information.

(a) The 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 the Company or any of its Affiliates or use while employed by the 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 the 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 the Company or any of its Affiliates.

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

(c) 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 the Company's business or that of or any of its Affiliates, any confidential information or material of the Company or any of its Affiliates, including Company Confidential Information and Company Intellectual Property, either during or after employment with the Company.

(d) Except as required in performing Employee's duties for the Company or any of its Affiliates, Employee agrees not remove from the Company 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 the 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 systems supported by the Company or its Affiliate.

(e) Employee agrees to deliver all Company Confidential Information and materials to the 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.

(f) 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.

4. Disclosure of Intellectual Property.

(a) 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 the Company and its Affiliates, by completing and submitting an IP Disclosure Form. 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.

(b) Employee will disclose to the 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.

(c) The 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 Employee and the Company, and does not obligate or bind the Company.

(d) 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.

(e) During and after employment with the Company, Employee will assist the 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 the Company may, in its sole discretion, determine to obtain.

5. Assignment of Intellectual Property.

(a) Employee agrees to assign and hereby assigns to the 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. The Company has and will have the royalty-free right to use or otherwise exploit Company Intellectual Property without any further agreement between the Company and Employee. Company Intellectual Property remains the exclusive property of the 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 the Company.

(b) 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, the 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 the Company Group's business, or actual or anticipated research or development of the Company Group or work performed by Employee for the Company Group. For this purpose, the "Company Group" means the Company and all Affiliates.

(c) The Company may, in its sole discretion, waive the automatic assignment provisions of Section 5(a) using such criteria as the 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.

(d) 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 this Attachment II, or obtained through fraud, negligence, failure to disclose, or incorrect, incomplete, or defective information on an IP Disclosure Form.

6. Non-Competition.

(a) During the term of employment with the 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.

(b) Employee recognizes and acknowledges that Company Confidential Information constitutes protectable information belonging to the 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 the Company and its Affiliates, Employee agrees that for a period of one year following the end of employment with the 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 the Company. Moreover, Employee agrees that the 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 the Company and its Affiliates. In the event of breach by 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 the Company and its Affiliates are by nature worldwide in scope, and that the 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 the Company has customers or service assignments about which Employee received or obtained Company Confidential Information during his/her employment with the Company; (2) in which Employee had a customer or service assignment for the Company in the one-year period preceding Employee's termination; or (3) in which the Company had a work site, job site, facility, or office, at which Employee had a work activity for the 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, Terrebonne, Union, Vermillion, and West Baton Rouge.

(c) The Company has attempted to place the most reasonable limitations on Employee's subsequent employment opportunities consistent with the protection of the 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, the 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 the 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 the Company decides to grant a waiver, the waiver may be subject to such restrictions or conditions as the Company may impose and will not constitute a waiver of any other term.

7. Non-Solicitation.

(a) While employed by the Company and its Affiliates, and during the 18-month period or after employment with the 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 the Company to leave the 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 the 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 Employee, the specified period will be extended by the period of time of the breach.

(b) While employed by the 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 the 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.

8. Remedies for Employee's Breach.

(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 the Company and its Affiliates for any reason and use or disclose Company Confidential Information, that use or disclosure would cause the 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, the Company and its Affiliates will be entitled to: **(i) recover from Employee the value of any portion of the Award that has been paid or delivered; (ii) seek injunctive relief against Employee pursuant to the provisions of subsection (b) below; (iii) recover all damages, court costs, and attorneys' fees incurred by the Company or its Affiliates 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 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 or its Affiliates for which it would have no other adequate remedy, Employee agrees that the foregoing covenants may be enforced by the Company or its Affiliates 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 or its Affiliates' exclusive remedy for a breach but instead will be in addition to all other rights and remedies available to the Company or any Affiliate.

(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 Employee against the Company or any Affiliate, whether predicated on this Attachment II or otherwise, will not constitute a defense to the enforcement by the Company or any Affiliate of such covenants or provisions.

(d) Employee acknowledges that the remedies contained in the Attachment II for violation of this Attachment II are not the exclusive remedies that the Company or an Affiliate may pursue.

9. Waiver. Waiver of any term of this Attachment II by the 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 the Company's right to enforce any other provision of this Attachment II.

10. Miscellaneous.

(a) 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 the Company or its Affiliates or the performance of Employee's duties for the Company or its Affiliates. Employee agrees not to enter into any agreement, whether oral or written, in conflict with this Attachment II.

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

(c) 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.

(d) If Employee is employed by an Affiliate of the Company or by accepting a transfer to an Affiliate of the 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 the Affiliate of the Company or the Company, and to the fullest extent allowed by law.

(e) 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 the Company regarding this Attachment II.

(f) The terms and conditions of this Attachment II supersedes any previous agreement, oral or written, between Employee and the Company relating to the subject matter thereof; provided, however, that nothing herein will limit Employee's obligations to the Company or any Affiliate under any prior agreement containing restrictions related to intellectual property, confidential information, solicitation or competition.

**2020 PERFORMANCE SHARE UNIT AWARD AGREEMENT
(WITH RELATIVE TSR MODIFIER)
under the**

SCHLUMBERGER 2017 OMNIBUS STOCK INCENTIVE PLAN

(Includes Confidentiality, Intellectual Property, Non-Competition, and Non-Solicitation Provisions in Section 9 and Attachment II)

Free Cash Flow Performance Period: 2020 and 2021

TSR Performance Period: 2020, 2021 and 2022

This Performance Share Unit Award Agreement (as may be amended, the “Agreement”) is granted effective as of **(Grant Date)** (the “Grant Date”) by Schlumberger Limited (the “Company”), for the benefit of **(Employee Name)** (“Employee”), pursuant to the Schlumberger 2017 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 from and including January 1, 2020 to December 31, 2021 is the “Free Cash Flow Performance Period.” The period of time from and including January 1, 2020 to December 31, 2022 is the “TSR Performance Period.” The Performance Share Units will vest as follows:

(a) On the Friday following the first meeting of the Compensation Committee of the Board of Directors of the Company (the “Committee”) in 2023, or as soon thereafter as reasonably practicable (such date, 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(w) 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. The Committee may delegate, to an officer of the Company or to a subcommittee of the Committee, its authority to determine whether Employee has incurred a Termination of Employment, the cause of such termination or any related issue, and any such determination by the Committee or its delegate will be final and binding on all parties.

(b) (i) If Employee's Termination of Employment occurs due to Retirement (as defined in Section 12(p) below), then 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.

(ii) If Employee's Termination of Employment occurs due to Early Retirement (as defined in Section 12(i) below) or Special Retirement (as defined in Section 12(s) below), then, subject to the approval of (x) the Committee, if Employee is an executive officer of the Company at the time of Employee's election to retire, or (y) the Retirement Committee (as defined in Section 12(q)), if Employee is not an executive officer of the Company at the time of Employee's election to retire, 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. Any approval under clauses (x) or (y) may be granted or withheld in the sole discretion of the Committee or the Retirement Committee, as applicable.

(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, and the date of such Termination of Employment will be considered the Vesting Date.

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 TSR 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 or acceleration 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 TSR 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. Tax and Social Insurance Withholding.

(a) Regardless of any action the Company takes with respect to any or all income tax (including foreign, federal, state and local taxes), social insurance, payroll tax, payment on account or other tax-related items related to Employee's participation in the Plan and legally applicable to him or her ("Tax-Related Items"), Employee acknowledges that the ultimate liability for all Tax-Related Items legally due by Employee is and remains his or her responsibility and may exceed the amount actually withheld by the Company. Employee further acknowledges that the Company (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Performance Share Units, including the grant of the Performance Share Units, the vesting of the Performance Share Units, the conversion of the Performance Share Units into shares of Common Stock or the receipt of any equivalent cash payment, or the subsequent sale of any shares of Common Stock acquired at vesting, and (ii) does not commit to structure the terms of the grant or any aspect of the Performance Share Units to reduce or eliminate Employee's liability for the Tax-Related Items.

(b) Prior to any relevant taxable or tax withholding event ("Tax Date"), as applicable, Employee will pay or make adequate arrangements satisfactory to the Company to satisfy all Tax-Related Items. In this regard, Employee authorizes the Company or its respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following: (i) accept a cash payment in U.S. dollars in the amount of the Tax-Related Items, (ii) withhold whole Shares which would otherwise be delivered to Employee having an aggregate Fair Market Value, determined as of the Tax Date, or (iii) withhold an amount of cash from Employee's wages or other cash compensation which would otherwise be payable to Employee by the Company or from any equivalent cash payment received upon vesting of the Performance Share Units, equal to the amount necessary to satisfy any such obligation.

(c) The Company shall withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates, unless Employee elects, pursuant to the Company's prescribed procedures as in effect from time to time, to have withholding for Tax Related Items based on the maximum withholding rate applicable to Employee. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, Employee is deemed to have been issued the full number of shares of Common Stock due to him or her at vesting, notwithstanding that a number of shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of Employee's participation in the Plan. Finally, Employee shall pay to the Company any amount of Tax-Related Items that the Company may be required to withhold as a result of Employee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue shares of Common Stock to Employee if Employee fails to comply with his or her obligations in connection with the Tax-Related Items as described herein. The Performance Share Units are intended to be "short-term deferrals" exempt from Section 409A of the Internal Revenue Code and shall 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, which is incorporated herein by reference, including all rules, procedures, policies and requirements that the Company may promulgate consistent with 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 14.

(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 or 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 confidential information or 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 (as defined in Section 12(g) below); (iv) engages or employs, or solicits or contacts with a view to the engagement or employment of, any 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 customer of any of such entities during the TSR Performance Period and up to and including the Vesting Date; (vi) is determined to have engaged (whether or not prior to Termination of Employment) in either gross misconduct or criminal activity that is, or that could reasonably be expected to be, harmful to the Company or a Subsidiary; or (vii) takes any action that otherwise harms, or that could reasonably be expected to harm, 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,” and any such determination by the Committee or its delegate will be final and binding on all parties.

(g) “Direct Competitor” means any of the following: (i) Halliburton Company, Weatherford International plc, Baker Hughes Company, TechnipFMC plc, and any other oilfield equipment and services entity; 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) “Early Retirement” means 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.

(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) “Free Cash Flow Performance Period” is defined in Section 2.

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

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

(p) “Retirement” means 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.

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

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

(s) “Special Retirement” means 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 50 and 10 years of service.

(t) “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).

(u) “Tax Date” is defined in Section 7(b).

(v) “Tax-Related Items” is defined in Section 7(a).

(w) “Termination of Employment” means the voluntary or involuntary termination of Employee’s employment with the Company and its Subsidiaries for any reason; 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 a Termination of Employment.

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

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

(z) “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 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 the 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 the 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 THE 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.

14. 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 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 Performance Share Units, any shares of Common Stock delivered hereunder and any profits realized on the sale of such shares either before, on or after the date on which you become subject to such policy. In addition, by acceptance of this award, you agree that any prior awards that have been issued to you pursuant to the Plan or any other incentive plan of the Company are subject to the Clawback Policy.

15. 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 the Agreement and this Attachment I, vesting of the Performance Share Units is conditioned upon the cumulative absolute free cash flow (“FCF”) generated by the Company over the Free Cash Flow Performance Period as a percentage of cumulative net income generated by the Company from January 1, 2020 to December 31, 2021.

“Free cash flow” is defined as the Company’s cash flow from operations, excluding charges and credits, less capital expenditures, multi-client seismic data costs capitalized and investments in Asset Performance Solutions (“APS”), formerly known as Schlumberger Production Management. Net income is defined as the Company’s income from continuing operations before non-controlling interests, excluding charges and credits. Acquisition of baseline production and investments up to first production for APS projects will be excluded in the determination of free cash flow.

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 set forth below (with any fractional shares rounded up to the next whole share), subject to adjustment based on the Company’s relative total shareholder return (“TSR”) over the TSR Performance Period, as further described below.

The FCF achieved by the Company over the Free Cash Flow Performance Period will be certified by the Committee. The Payout Factor for FCF achievement levels between points on this chart will be determined by linear interpolation between the values listed. The maximum payout of Performance Share Units is 250% of the Target Performance Share Units.

FCF as Percentage of Cumulative Net Income	Payout Factor for Vested Performance Share Units (before Relative TSR Adjustment)
≤ 75%	0% of Target
95%	100% of Target
100%	125% of Target
≥125%	250% of Target

Adjustment for Relative TSR during TSR Performance Period

At the conclusion of the TSR Performance Period, the Committee will certify the Company’s cumulative TSR over the TSR Performance Period, determine the percentile ranking of the Company’s TSR relative to the cumulative TSR of the companies comprising the Philadelphia Oil Service Sector Index (or any successor index) (the “OSX Index”) as of the first day of the TSR Performance Period (the “Relative TSR Performance”), and determine the amount, if any, by which the Payout Factor will be adjusted (the “Relative TSR Modifier”). If the Company’s Relative TSR Performance during the TSR Performance Period is in the bottom 33rd percentile relative to the cumulative TSR of the individual companies comprising the OSX Index over the same period, the number of shares earned according to the Payout Factor will be reduced by 25 percentage points (e.g., if the Payout Factor from the table above was 110%, the reduced Payout Factor would be 85%). The Relative TSR Modifier will only reduce the number of shares earned under a PSU award, but will not increase the number of shares otherwise earned.

TSR for the Company or any other member of the OSX Index means the annualized rate of return reflecting price appreciation plus reinvestment of dividends (calculated monthly) and the compounding effect of dividends paid on reinvested dividends. The Committee will utilize Standard & Poor’s Compustat Database (or any successor database), or such other database or method as the Committee determines is appropriate in its discretion, to calculate any company’s TSR.

Unless the Committee determines otherwise in its discretion, then if, at any time during the Performance Period:

- any member of the OSX Index files for bankruptcy protection or ceases to be listed on a national exchange due to the failure to meet applicable listing requirements, then such member will be treated as having achieved a negative 100% return;
- any member of the OSX Index is acquired by, or completes a merger or other combination with, another member of the OSX Index, the acquiring or surviving member, as applicable, will be included in the Relative TSR Performance calculation, and the acquired or non-surviving member, as applicable, will not be included in the Relative TSR Performance Calculation;
- any member of the OSX Index is acquired by, or completes a merger or other combination with, an entity that is not a member of the OSX Index, and the OSX Index member is not the surviving publicly-traded entity following the transaction, then neither (i) the acquirer or surviving entity, as applicable, nor (ii) the acquired or non-surviving member, as applicable, will be included in the Relative TSR Performance Calculation;
- any member of the OSX Index is removed from the OSX Index for any other reason, then such member will be removed from the OSX Index entirely for purposes of the Relative TSR Performance calculation; or
- a company that was not a member of the OSX Index as of the first day of the Performance Period is added to the OSX Index, such company will not be a considered a member of the OSX Index for purposes of the Relative TSR Performance calculation.

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

1. Definitions.

(a) “Affiliate” means any entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with the 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.

(b) “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, incentive 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.

(c) “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 Employee’s working hours; or (d) that is applicable to any activity of the 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 the Company, and any Pre-existing Intellectual Property in which the Company has a vested or executory interest.

(d) "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 the 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.

(e) "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.

2. Codes of Conduct. 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. Confidential Information.

(a) The 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 the Company or any of its Affiliates or use while employed by the 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 the 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 the Company or any of its Affiliates.

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

(c) 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 the Company's business or that of or any of its Affiliates, any confidential information or material of the Company or any of its Affiliates, including Company Confidential Information and Company Intellectual Property, either during or after employment with the Company.

(d) Except as required in performing Employee's duties for the Company or any of its Affiliates, Employee agrees not remove from the Company 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 the 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 systems supported by the Company or its Affiliate.

(e) Employee agrees to deliver all Company Confidential Information and materials to the 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.

(f) 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.

4. Disclosure of Intellectual Property.

(a) 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 the Company and its Affiliates, by completing and submitting an IP Disclosure Form. 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.

(b) Employee will disclose to the 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.

(c) The 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 Employee and the Company, and does not obligate or bind the Company.

(d) 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.

(e) During and after employment with the Company, Employee will assist the 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 the Company may, in its sole discretion, determine to obtain.

5. Assignment of Intellectual Property.

(a) Employee agrees to assign and hereby assigns to the 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. The Company has and will have the royalty-free right to use or otherwise exploit Company Intellectual Property without any further agreement between the Company and Employee. Company Intellectual Property remains the exclusive property of the 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 the Company.

(b) 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, the 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 the Company Group's business, or actual or anticipated research or development of the Company Group or work performed by Employee for the Company Group. For this purpose, the "Company Group" means the Company and all Affiliates.

(c) The Company may, in its sole discretion, waive the automatic assignment provisions of Section 5(a) using such criteria as the 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.

(d) 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 this Attachment II, or obtained through fraud, negligence, failure to disclose, or incorrect, incomplete, or defective information on an IP Disclosure Form.

6. Non-Competition.

(a) During the term of employment with the 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.

(b) Employee recognizes and acknowledges that Company Confidential Information constitutes protectable information belonging to the 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 the Company and its Affiliates, Employee agrees that for a period of one year following the end of employment with the 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 the Company. Moreover, Employee agrees that the 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 the Company and its Affiliates. In the event of breach by 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 the Company and its Affiliates are by nature worldwide in scope, and that the 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 the Company has customers or service assignments about which Employee received or obtained Company Confidential Information during his/her employment with the Company; (2) in which Employee had a customer or service assignment for the Company in the one-year period preceding Employee's termination; or (3) in which the Company had a work site, job site, facility, or office, at which Employee had a work activity for the 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, Terrebonne, Union, Vermillion, and West Baton Rouge.

(c) The Company has attempted to place the most reasonable limitations on Employee's subsequent employment opportunities consistent with the protection of the 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, the 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 the 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 the Company decides to grant a waiver, the waiver may be subject to such restrictions or conditions as the Company may impose and will not constitute a waiver of any other term.

7. Non-Solicitation.

(a) While employed by the Company and its Affiliates, and during the 18-month period or after employment with the 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 the Company to leave the 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 the 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 Employee, the specified period will be extended by the period of time of the breach.

(b) While employed by the 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 the 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.

8. Remedies for Employee's Breach.

(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 the Company and its Affiliates for any reason and use or disclose Company Confidential Information, that use or disclosure would cause the 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, the Company and its Affiliates will be entitled to: **(i) recover from Employee the value of any portion of the Award that has been paid or delivered; (ii) seek injunctive relief against Employee pursuant to the provisions of subsection (b) below; (iii) recover all damages, court costs, and attorneys' fees incurred by the Company or its Affiliates 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 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 or its Affiliates for which it would have no other adequate remedy, Employee agrees that the foregoing covenants may be enforced by the Company or its Affiliates 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 or its Affiliates' exclusive remedy for a breach but instead will be in addition to all other rights and remedies available to the Company or any Affiliate.

(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 Employee against the Company or any Affiliate, whether predicated on this Attachment II or otherwise, will not constitute a defense to the enforcement by the Company or any Affiliate of such covenants or provisions.

(d) Employee acknowledges that the remedies contained in the Attachment II for violation of this Attachment II are not the exclusive remedies that the Company or an Affiliate may pursue.

9. Waiver. Waiver of any term of this Attachment II by the 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 the Company's right to enforce any other provision of this Attachment II.

10. Miscellaneous.

(a) 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 the Company or its Affiliates or the performance of Employee's duties for the Company or its Affiliates. Employee agrees not to enter into any agreement, whether oral or written, in conflict with this Attachment II.

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

(c) 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.

(d) If Employee is employed by an Affiliate of the Company or by accepting a transfer to an Affiliate of the 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 the Affiliate of the Company or the Company, and to the fullest extent allowed by law.

(e) 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 the Company regarding this Attachment II.

(f) The terms and conditions of this Attachment II supersede any previous agreement, oral or written, between Employee and the Company relating to the subject matter thereof; provided, however, that nothing herein will limit Employee's obligations to the Company or any Affiliate under any prior agreement containing restrictions related to intellectual property, confidential information, solicitation or competition.

EMPLOYMENT, NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS EMPLOYMENT, NON-COMPETITION AND NON-SOLICITATION AGREEMENT (as may be amended, the “Agreement”) is effective as of September 1, 2020 (the “Effective Date”), by and between **SCHLUMBERGER LIMITED**, a Curaçao company (the “Company”), and **Patrick Schorn**, an individual currently residing in Dubai, United Arab Emirates (“Executive”).

1. Employment of Executive. In consideration of the mutual covenants and agreements herein contained, including Executive’s execution of a release of claims as provided in as Exhibit A to this Agreement, the Company and Executive enter into an agreement retaining Executive’s services as described herein, securing Executive’s non-competition and non-solicitation covenants, establishing certain incentive, tenure and performance criteria related to such employment, and otherwise fixing Executive’s benefits and compensation, all subject to the terms and conditions of this Agreement.

2. Term and Extent of Services. The term will commence on the Effective Date and will continue until the close of business on August 31, 2023 (the “Term”). During the Term, Executive will be employed by the Company and will have the title of Advisor, reporting to the Company’s Chief Executive Officer. This Agreement does not constitute a guarantee of continued employment but instead provides for certain obligations of, and rights and benefits for, Executive during the Term, and in the event his employment with the Company terminates under the circumstances described herein. Effective as of the Effective Date, Executive hereby resigns from his position as Executive Vice President, Wells of Schlumberger Limited, as well any other offices or directorships at the Company and its affiliates. At the expiration of the Term, or if Executive’s employment is terminated sooner pursuant to Section 4, effective as of such termination, Executive’s employment with the Company and all of its subsidiaries shall terminate.

For purposes of clarity and the avoidance of doubt, the parties acknowledge and agree that Executive is permitted to commence employment with another employer during the Term and such employment shall not cause the Term to end or otherwise cause or result in the compensation and benefits payable to Executive under this Agreement to cease or otherwise be diminished, nor shall it cause Executive’s employment to be deemed terminated under this Agreement, provided that (i) such employer is not one of the “Unauthorized Competitor” as defined in Section 5 hereof, (ii) Executive complies with the notice requirements in Section 5(b)(i)(B), and (iii) such employment does not interfere with Executive’s ability to provide the services during the Term as provided in this Section 2.

3. Employment and Payment and Benefits:

- (a) *Payment.* During the Term, or if Executive's employment is terminated sooner pursuant to Section 4, until such termination, Executive will be entitled to payment of \$1,680,000, payable over three years, paid subject to applicable withholding. Such amount shall be inclusive of any perquisite allowance, such that no additional amount will be paid to Executive for any perquisite allowance.
- (b) *Welfare Benefits.* During the Term, or if Executive's employment is terminated sooner pursuant to Section 4, until such termination, Executive will be eligible to participate in the Company's group health, welfare and insurance plans (e.g., medical, dental, vision, life insurance, short- and long-term disability, etc.) (collectively, "Company Welfare Plans") on a basis comparable to that of other United States employees of the Company from time to time; *provided, however*, that if Executive accepts employment with another entity, or engages on a substantially full-time basis as a consultant with any other entity, then Executive will no longer be eligible to participate in, and shall cease participating in, all Company Welfare Plans, effective as of the date of such acceptance of employment or commencement of such consulting services, regardless whether this Agreement remains in effect after such date as permitted by the second paragraph of Section 4(d). For the avoidance of doubt, the non-competition covenant contained in Section (5)(b)(i) is not the subject of this proviso, and nothing in this Section 3(b) shall be construed to vitiate Section (5)(b)(i) or any other provision of this Agreement relating to Unauthorized Competitors. Following his retirement at the end of the Term, Executive will be eligible to elect coverage at his cost under and subject to the terms of the Company's retiree medical plan as such plan may be amended from time to time. Executive will not participate in any other Company Welfare Plans.
- (c) *Pension and Profit Sharing.* During the Term, or if Executive's employment is terminated sooner pursuant to Section 4, until such termination, Executive will continue to accrue additional benefits under the Company's qualified and non-qualified pension and profit-sharing plans. Payments under the Company's non-qualified pension and profit-sharing plans will be made in accordance with the terms of the relevant plan upon separation from service with the Company.
- (d) *Incentive Plans.*
 - (i) During the Term, Executive will not receive any new grants of long-term incentive ("LTI") awards. During the Term, or if Executive's employment is terminated sooner pursuant to Section 4, until such termination, Executive will continue to vest in LTI awards previously granted to Executive under the Company's stock incentive plans (each, a "Plan," and collectively, the "Plans") in accordance with, and subject to the terms of, the terms of those Plans and any applicable agreements.

- (ii) Except for termination of Executive's employment for Cause pursuant to Section 4(c) (including, for the avoidance of doubt, termination due to breach of the covenant not to compete), Executive shall, pursuant to the terms of Executive's stock option and PSU award agreements, be deemed to have terminated his employment with the Company at the end of the Term (or if Executive's employment is terminated sooner pursuant to Section 4 (other than Section 4(c)), then upon such termination) due to "Special Retirement," as defined in the applicable agreements and Plan rules. Accordingly, Executive shall, with respect to outstanding and vested stock options as of the end of the Term (or if Executive's employment is terminated sooner pursuant to Section 4 (other than Section 4(c)), have 60 months or the term of the applicable options, whichever period is shorter, to exercise any such options, in accordance with, and subject to, the applicable agreements and Plan rules. In addition, (1) any PSUs outstanding as of the date of such termination will continue to vest as if Executive were employed through the end of the performance period applicable to such PSUs, (2) any PSUs and RSUs that have vested as of the end of the Term (or if Executive's employment is terminated sooner pursuant to Section 4 (other than Section 4(c)), then upon such termination) will convert (to the extent not already converted) into common stock of the Company in accordance with, and subject to, the applicable agreements and Plan rules; and (3) any stock options and RSUs that are unvested as of the date of such termination will be forfeited.
- (iii) For the year 2020, Executive will be eligible for a cash incentive bonus based on achievement of the personal and financial performance targets that were approved by the Compensation Committee of the Board of Directors of the Company in 2020, prorated based on the number of months that have elapsed in 2020 prior to the Effective Date, with the date of payment of such annual cash incentive award being the same as the date of payment for the other officers of the Company.
- (iv) From and after the Effective Date, Executive will not be eligible to participate in, or receive any, annual incentive or bonus program or payout of any kind, other than as described in Section 3(d) (iii) above.
- (e) *Vacation.* As soon as administratively practicable following the Effective Date, the Company shall pay Executive a cash amount representing his accrued and unused vacation accumulated as of the date immediately prior to the Effective Date. During the Term, Executive will not be eligible to accrue vacation pay.

- (f) *Expense Reimbursement.* The Company shall reimburse Executive for actual and reasonable business expenses incurred in the normal course of performing his duties hereunder, following delivery of supporting documentation therefor. Executive shall submit all invoices for such incurred costs to the Company no later than 30 days prior to the end of the taxable year following the taxable year in which they were incurred. The Company shall reimburse Executive for any undisputed costs within 30 days of receipt of such invoices and supporting documentation as requested.
- (g) *No Other Compensation or Benefits.* Executive acknowledges and agrees that, except as expressly set forth in this Agreement, he will not be entitled to participate in any employee benefit plan or arrangement, or to receive any other compensation associated or in connection with his services during the Term. The Company will not, by reason of this Section 3, be obligated to institute, maintain or refrain from changing, amending or discontinuing, any incentive compensation, employee benefit or stock incentive program or plan, so long as such actions are similarly applicable to covered employees generally.

4. Termination of Employment: Executive's employment with Employer will be considered "at will" and be terminated (i) upon Executive's death; (ii) upon Executive's Disability (as defined in Section 4(b)); (iii) for Cause (as defined in Section 4(c)); (iv) upon mutual agreement, as set forth in Section 4(d); or (v) upon Executive's retirement (as described in Section 4(e)). Should Executive's employment terminate prior to the end of the Term, the following provisions of this Section 4 will govern the rights of Executive under this Agreement:

- (a) *Termination Due to Death.* In the event Executive's employment terminates during the Term as a result of Executive's death, Executive's beneficiary or beneficiaries shall receive any base salary and benefits accrued but unpaid as of his death, plus any amounts payable on account of Executive's death pursuant to any other plan or program of the Company.
- (b) *Termination Due to Disability.* Executive's employment during the Term will terminate upon Executive's Disability, which for purposes of this Agreement means that Executive is unable to perform the normal duties of his job due to an illness or injury (as determined pursuant to the terms of the Company's long-term disability plan covering Executives), Executive shall receive any base salary and benefits accrued but unpaid as of the date of his termination due to Disability, plus any amounts payable on account of Executive's Disability pursuant to any other plan or program of the Company.

- (c) *Termination by the Company for Cause.* In the event the Company terminates Executive's employment during the Term for Cause, as defined below, he shall, subject to Section 5(d), be entitled to any other amounts earned, accrued or owing as of the date of termination of employment under the applicable employee benefit plans or programs of the Company. "Cause" means Executive's dishonesty relating to his employment with the Company, conviction of a felony, willful unauthorized disclosure of Confidential Information of the Company, or breach of any of Executive's obligations and restrictive covenants set forth in Section 5.
- (d) *Voluntary Termination and Termination Due to Mutual Agreement.* Upon 15 days' prior written notice to the Company (unless otherwise waived by the Company in writing), Executive may voluntarily terminate his employment with the Company. A voluntary termination pursuant to this Section 4(d) shall not include a termination under Section 4 (a), 4 (b) or 4 (c) above, and shall not be deemed a breach of this Agreement by Executive (except if Executive accepts employment or other prohibited association with an Unauthorized Competitor during the Term).
- In the event Executive voluntarily terminates his employment with the Company during the Term, and does not become employed by an Unauthorized Competitor or otherwise breach Section 5(b)(i), he shall be entitled to:
- (i) subject to Sections 3(b) and 3(c), other benefits for which he is eligible in accordance with applicable plans or programs of the Company;
- (ii) exercise any stock options granted under a plan of the Company that vested during the Term (and prior to his termination date) as per the Plan rules.
- (e) *Retirement at the End of the Term.* In the event the Executive remains employed until the end of the Term, the parties agree he shall retire as of such date. Executive acknowledges and agrees that he shall not be entitled to any severance or termination indemnity payment of any kind other than as specifically provided above and under the terms of this Agreement.

5. Confidentiality, Covenant Not to Compete and Other Restrictive Covenants.

- (a) *Confidentiality.* Executive acknowledges that the Company has provided and will provide Executive with Confidential Information (as defined below). Executive agrees that in return for this and other consideration provided under this Agreement he will not disclose or make available to any other person or entity, or use for his own personal gain, monetary or otherwise, any Confidential Information, except for such disclosures as required in the performance of his duties hereunder. For purposes of this Agreement, "Confidential Information" means any and all information, data and knowledge that have been created, discovered, developed or otherwise become known to the Company or any of its affiliates or ventures or in

which property rights have been assigned or otherwise conveyed to the Company or any of its affiliates or ventures, which information, data or knowledge has commercial value in the business in which the Company is engaged, except such information, data or knowledge as is or becomes known to the public without violation of the terms of this Agreement. By way of illustration, but not limitation Confidential Information includes trade secrets, processes, formulas, know-how, improvements, discoveries, developments, designs, inventions, techniques, marketing plans, manual, records of research, reports, memoranda, computer software, strategies, forecasts, new products, unpublished financial statements or parts thereof, budgets or other financial information, projections, licenses, prices, costs, and employee, customer and supplier lists or parts thereof.

(b) *Restrictive Covenants.* Executive acknowledges that the skills, processes and information developed at the Company are highly proprietary and global in nature and could be utilized directly and to the Company's detriment (or the detriment of any of the Company's affiliates or ventures) by several other businesses. Accordingly, (1) in consideration for the Confidential Information previously provided by the Company to Executive, (2) as part of the consideration for the payment and benefits to be paid to Executive hereunder, (3) to protect the Confidential Information of the Company disclosed or entrusted to Executive by the Company or created or developed by Executive for the Company and (4) as an additional incentive for the Company to enter into this Agreement, Executive agrees to be bound by the following restrictive covenants:

(i) *Covenant not to Compete.*

(A) During the Term and for a period of 12 months thereafter (the "Restricted Period"), Executive shall not accept employment with or otherwise render services, directly or indirectly, anywhere in the world, to any Unauthorized Competitor, whether as a director, officer, agent, employee, independent contractor or consultant, become a 10% or greater partner or owner of any Unauthorized Competitor, or take any action inconsistent with the fiduciary relationship of an employee to his employer. In order to protect the Company's goodwill and other legitimate business interests, provide greater flexibility to Executive in obtaining other employment and to provide both parties with greater certainty as to their obligations hereunder, the parties agree that Executive shall not be prohibited from accepting employment or otherwise rendering any services, anywhere in the world with any company or other enterprise except an Unauthorized Competitor.

For purposes of this Agreement, "Unauthorized Competitor" means the following entities:

- Halliburton Company;
- Baker Hughes Company;
- Weatherford International Limited plc;
- Archer Limited;
- Oilserv Limited;
- Aker Solutions ASA;
- TechnipFMC plc;
- National Oilwell Varco, Inc.;
- National Energy Services Reunited Corp.;
- CGG;
- TGS-NOPEC Geophysical Company; and
- Petroleum Geo-Services,

and includes any and all of their parents, subsidiaries, affiliates, joint ventures or divisions, as of the date of this Agreement as well as any of their successors or assigns.

(B) In the event that, during the Restricted Period, Executive becomes engaged or employed (in any form described above) by an organization or business inside the oil & gas industry that is not an Unauthorized Competitor, Executive shall give the Company advance notice of his accepting employment in any capacity. Notice of any subsequent employment shall be in writing and must be received by the Chief Executive Officer, at 5599 San Felipe, Houston, TX 77056 on behalf of the Company at least thirty (30) days before the proposed starting date of the employment. Such notice shall comply in all other respects with the requirements set forth in Section 8 below. The request must include the full name and address of the organization with which Executive is seeking employment, the department or area in which Executive proposes to work, the position or job title to be held by Executive, and a complete description of the duties Executive expects to perform for such employer.

(C) In the event the organization of business in which Executive is involved (in any form described above) becomes an Unauthorized Competitor during the Restricted Period, or is acquired during the Restricted Period by one of the Unauthorized Competitors, Executive shall provide written notice of the same immediately to the Chief Executive Officer, as soon as the information is ready to be made public.

(ii) *Nonsolicitation.* Executive further agrees that during the Restricted Period, he shall not at any time, directly or indirectly, induce, entice or solicit (or attempt to induce, entice or solicit) any employee of the Company or any of its affiliates or ventures to leave the employment of the Company or any of its affiliates or ventures.

(iii) *Nondisparagement.* Executive agrees that he shall not, directly or indirectly, whether in writing, orally or electronically, make any negative, derogatory or other comment that could reasonably be expected to be detrimental to the Company or any of its affiliates, their business or operations, or to any of its or their current or former employees, officers or directors. Executive consents to the Company showing this Agreement to any third party believed by the Company to be a prospective or actual employer of Employee, and to insisting on Employee's compliance with the terms of this Agreement. Notwithstanding the foregoing, nothing in this Agreement, including the confidentiality provisions above, limits Employee's ability to communicate with the Securities and Exchange Commission (or any other governmental agency) regarding any possible violations of law, to otherwise participate in any investigation or proceeding that may be conducted by a governmental agency (including providing documents or other information without notice to the Company), or to receive any award for information provided to a governmental agency.

(iv) *Acknowledgement; Covenants Ancillary to Other Agreements.* Executive expressly recognizes that Executive was a high-level, executive employee who was provided with access to Confidential Information of the Company as part of Executive's employment. Executive acknowledges that the restrictive covenants contained in Section 5(b), for which he received consideration from the Company as provided in Section 3, are ancillary to otherwise enforceable provisions of this Agreement with respect to the protection of Confidential Information, and that the restrictive covenants contain limitations, as applicable, as to time, geographical area and scope of activity to be restrained that are reasonable, and do not impose a greater restraint than is necessary to protect the good will or other business interests of the Company, such as the Company's need to protect its Confidential Information.

(v) *Return of Property.* Executive agrees that at the time of leaving the Company's employ, if not sooner, he will: (A) deliver to the Company all (and will not keep in his possession, recreate or deliver to anyone else, any) Confidential Information, as well as all other devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, customer or client lists or information, or any other documents or property (including all reproductions of the aforementioned items) belonging to the Company or any of its affiliates or ventures, regardless of whether such items were prepared by Executive; and (B) return to a Company representative all computers and electronic storage devices including thumb drives, back-up devices, etc. that

contain Company information. To the extent that Executive owns electronic devices that contain company information (e.g. personal computers, phones or home computers), Executive agrees to allow access to such devices to Company IT personnel to remove the Company information. To the extent Company-owned electronic devices contain Executive personal information, Executive and Company agree to cooperate in the removal or copying of the personal information to a separate device for Executive. Executive agrees to sign an inventory of the devices returned and steps to taken to remove Company information from Executive's personal computers and devices.

(vi) *Survival.* Executive further acknowledges that if his employment terminates prior to the end of the Term pursuant to Section 4 of this Agreement, the restrictive covenant provisions of this Agreement will extend throughout the remainder of the Restricted Period (except for the restrictive covenant contained in Section 5(b)(iii), which has no time limitation).

- (c) *Employment by Affiliates.* Notwithstanding any provision of this Agreement to the contrary, for purposes of determining whether Executive has terminated employment hereunder, "employment" means employment as an employee with the Company or any affiliate. For purposes of this Agreement, the term "affiliate" means (i) Schlumberger Limited, a Curaçao company, (ii) any entity in which the equity interests owned or controlled directly or indirectly by Schlumberger Limited represent 40% or more of the voting power of the issued and outstanding equity interest of such entity, and (iii) any other company controlled by, controlling or under common control with the Company within the meaning of Section 414 of the Internal Revenue Code of 1986, as amended (the "Code").
- (d) *Remedies.* Executive acknowledges that in the event of a breach by Executive of any of restrictive covenants contained in this Section 5, the covenants may be enforced by temporary restraining order, preliminary or temporary injunction and permanent injunction, in addition to any other remedies that may be available by law. In that connection, Executive acknowledges that in the event of any such breach, the Company will suffer irreparable injury for which there is no adequate legal remedy, in part because damages caused by the breach may be difficult to prove with any reasonable degree of certainty. Executive further agrees that in the event that (x) the Company determines that Executive has breached any term of this Section 5 or (y) all or any part of this Section 5 is held or found invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between Executive and the Company, in addition to any other remedies at law or in equity the Company may have available to it, the Company may immediately stop payment or issuance of any future amounts, including shares of Company common stock under otherwise vested equity incentive awards, due pursuant to Section 3, and may in its sole discretion require that Executive repay to the Company, within five business days of receipt of written demand therefor, an amount equal to the payments or benefits received by Executive pursuant to Section 3. The repayment required by the foregoing provision shall be net of any taxes withheld on the original payments to Executive.

6. Borr Drilling Limited: Schlumberger Nominee. Executive acknowledges that he serves, and has served, as the Company's nominee on the board of directors of Borr Drilling Limited (the "Borr Board"). Executive further acknowledges that Company may at any time during the Term nominate another Company executive to serve on the Borr Board, whereupon Executive shall vacate such nominee seat. For the avoidance of doubt, it is understood that Executive will not, by virtue of this Section 6, be prohibited from serving as a member of the Borr Board in a capacity other than as Company nominee.

7. Expenses. The Company and Executive shall each be responsible for their own costs and expenses, including, without limitation, court costs and attorney's fees, incurred as a result of any claim, action or proceeding arising out of, or challenging the validity or enforceability of, this Agreement or any provisions hereof.

8. Notices. For purposes of this Agreement, all notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Company:	Schlumberger Limited 5599 San Felipe, 17th Floor Houston, TX 77056 ATTENTION: HR Manager SL
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If to Executive:	Patrick Schorn Bulgari Residences Building 2 -224 Jumeirah Bay Island – Jumeirah 2 Dubai United Arab Emirates
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or to such other address as either party may furnish to the other in writing in accordance herewith, except that notices of changes of address shall be effective only upon receipt.

9. Applicable Law; Venue. The validity, interpretation, construction and performance of this Agreement will be governed exclusively by and construed in accordance with the substantive laws of the State of Texas, without giving effect to the principles of conflict of laws of such state. Any suit, action or other legal proceeding arising out of this Agreement shall be brought in the United States District Court for the Southern District of Texas, Houston Division, or, if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in Harris County, Texas. Each of Executive and the Company consents to the jurisdiction of any such court in any such suit, action, or proceeding and waives any objection that it may have to the laying of venue of any such suit, action, or proceeding in any such court.

10. Severability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then the invalidity or unenforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect.

11. Withholding of Taxes. The Company may withhold from any benefits payable under this Agreement all federal, state, city or other taxes as may be required pursuant to any law or governmental regulation or ruling.

12. No Assignment; Successors. Executive's right to receive payments or benefits hereunder shall not be assignable or transferable, whether by pledge, creation, or a security interest or otherwise, whether voluntary, involuntary, by operation of law or otherwise, other than, as provided in Section 4(a), a transfer by will or by the laws of descent or distribution, and in the event of any attempted assignment or transfer contrary to this Section 12, the Company shall have no liability to pay any amount so attempted to be assigned or transferred. This Agreement shall inure to the benefit of and be enforceable by Executive's personal or legal representatives, executors, administrators, successors, heirs, distributes, devisees and legatees.

This Agreement shall be binding upon and inure to the benefit of the Company, its successors and assigns (including, without limitation, any entity into or with which the Company may merge or consolidate).

13. Effect of Prior Agreements. This Agreement, together with Exhibit A attached hereto, contains the entire understanding between the parties hereto and supersedes any prior employment, non-competition or severance or other agreement between the Company or any predecessor of the Company and Executive. Each party to this Agreement agrees that (a) 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 subject matter hereof, and (b) such party has not relied upon any representation, warranty, covenant or agreement relating to the subject matter hereof.

14. Release of Claims. In consideration for the compensation and other benefits provided pursuant to this Agreement, Executive has executed a "Waiver and Release" in the form attached hereto as Exhibit A. Executive acknowledges that he was given copies of this Agreement and the Waiver and Release on February 18, 2020, and was given at least 21 days to consider whether to sign the Agreement and the Waiver and Release. The Company's obligations under this Agreement are expressly conditioned on Executive's execution and delivery of the Waiver and Release within the time period set forth therein, as well as Executive's non-revocation of the Waiver and Release by the time provided therein. Executive's failure to timely execute and deliver such Waiver and Release, or Executive's revocation of the Waiver and Release within the seven-day period provided in the Waiver and Release, will void the Company's obligations hereunder.

15. Section 409A. Each payment under this Agreement, including each payment in a series of installment payments, is intended to be a separate payment for purposes of Treas. Reg. § 1.409A-2(b), and is intended to be: (i) exempt from Section 409A of the Code, the regulations and other binding guidance promulgated thereunder (“Section 409A”), including, but not limited to, by compliance with the short-term deferral exemption as specified in Treas. Reg. § 1.409A-1(b)(4) and the involuntary separation pay exception within the meaning of Treas. Reg. § 1.409A-1(b)(9)(iii), or (ii) in compliance with Section 409A, including, but not limited to, being paid pursuant to a fixed schedule or specified date pursuant to Treas. Reg. § 1.409A-3(a) and the provisions of this Agreement will be administered, interpreted and construed accordingly. Notwithstanding the foregoing provisions of this Agreement, if the payment of any severance compensation or severance benefits under Section 3 would be subject to additional taxes and interest under Section 409A because the timing of such payment is not delayed as provided in Section 409A(a)(2)(B)(i) of the Code, and Executive constitutes a specified employee within the meaning of Section 409A(a)(2)(B)(i) of the Code, then any such payments that Executive would otherwise be entitled to during the first six months following Executive’s separation from service within the meaning of Section 409A(a)(2)(A)(i) of the Code shall be accumulated and paid on the date that is six months after Executive’s separation from service (or if such payment date does not fall on a business day of the Company, the next following business day of the Company), or such earlier date upon which such amount can be paid under Section 409A without being subject to such additional taxes and interest.

16. No Waiver. No failure by either party hereto at any time to give notice of any breach by the other party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement. Delivery of an executed counterpart of a signature page of this Agreement by fax copy or scan/email or other electronic transmission (e.g., PDF) shall be effective as delivery of a manually-executed counterpart of this Agreement.

18. Headings. The Section headings have been inserted for purposes of convenience and shall not be used for interpretive purposes.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set forth below their respective signatures, but effective as of the date and year first above written.

SCHLUMBERGER LIMITED

By: */s/ Gavin Rennick*

Name: Gavin Rennick

Title: Vice President, Human Resources

Date: February 20, 2020

EXECUTIVE

/s/ Patrick Schorn

Name: Patrick Schorn

Date: February 20, 2020

SCHLUMBERGER LIMITED
WAIVER AND RELEASE

Schlumberger Limited has offered to pay or confer to me, as applicable, certain remuneration and benefits (collectively, the "Consideration") pursuant to, and subject to the limitations set forth in, my Employment Agreement with Schlumberger Limited effective as of September 1, 2020 (the "Agreement"), which is in addition to any remuneration or benefits to which I am already entitled. The Consideration was offered to me in exchange for my agreement, among other things, to waive all of my claims against and release Schlumberger Limited and its predecessors, successors and assigns (collectively referred to as the "Company"), all of the affiliates (including parents and subsidiaries) of the Company (collectively referred to as the "Affiliates") and the Company's and Affiliates' directors and officers, employees and agents, employee benefit plans and the fiduciaries and agents of such plans (collectively, with the Company and Affiliates, referred to as the "Corporate Group") from any and all claims, demands, actions, liabilities and damages arising out of or relating in any way to my employment with or separation from the Company or the Affiliates; provided, however, that this Waiver and Release shall not apply to any claim or cause of action to enforce or interpret any provision contained in the Agreement. I have read this Waiver and Release and the Agreement (which, together, are referred to herein as the "Agreement Materials") and the Agreement is incorporated herein by reference. The payment and delivery, as applicable, of the Consideration is voluntary on the part of the Company and is not required by any legal obligation other than the Agreement. I choose to accept this offer.

I understand that signing this Waiver and Release is an important legal act. I acknowledge that the Company has advised me in writing to consult an attorney before signing this Waiver and Release. I understand that, in order to be eligible for the Consideration, I must sign and return this Waiver and Release by 5 p.m. on April 2, 2020 to: General Counsel, Schlumberger Limited, 5599 San Felipe, 17th Floor, Houston, TX 77056. I acknowledge that I have been given at least 21 days to consider whether to sign the Agreement and whether to execute this Waiver and Release.

In exchange for the payment and, as applicable, the delivery to me of the Consideration, which is in addition to any remuneration or benefits to which I am already entitled, I, among other things, (1) agree never to institute, maintain or prosecute, or induce or assist in the instigation, commencement, maintenance or prosecution of any action, suit, proceeding or administrative charge in any forum regarding or relating in any way to my employment with or separation from the Company or the Affiliates, and (2) knowingly and voluntarily waive all claims and release the Corporate Group from any and all claims, demands, actions, liabilities, and damages, whether known or unknown, arising out of or relating in any way to my employment with or separation from the Company or the Affiliates, except to the extent that my rights are vested under the terms of employee benefit plans sponsored by the Company or the Affiliates and except with respect to such rights or claims as may arise after the date this Waiver and Release is executed. This Waiver

and Release includes, but is not limited to, claims and causes of action under: Title VII of the Civil Rights Act of 1964, as amended (“Title VII”); the Age Discrimination in Employment Act of 1967, as amended, including the Older Workers Benefit Protection Act of 1990 (“ADEA”); the Civil Rights Act of 1866, as amended; the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990 (“ADA”); the Energy Reorganization Act, as amended, 42 U.S.C. § 5851; the Workers Adjustment and Retraining Notification Act of 1988; the Pregnancy Discrimination Act of 1978; the Employee Retirement Income Security Act of 1974, as amended; the Family and Medical Leave Act of 1993; the Occupational Safety and Health Act; claims in connection with workers’ compensation; and/or contract, tort, defamation, slander, wrongful termination or any other state or federal regulatory, statutory or common law. Further, I expressly represent that no promise or agreement which is not expressed in the Agreement Materials has been made to me in executing this Waiver and Release, and that I am relying on my own judgment in executing this Waiver and Release, and that I am not relying on any statement or representation of the Company, any of the Affiliates or any other member of the Corporate Group or any of their agents. I agree that this Waiver and Release is valid, fair, adequate and reasonable, is with my full knowledge and consent, was not procured through fraud, duress or mistake and has not had the effect of misleading, misinforming or failing to inform me. Notwithstanding the above, nothing in this Waiver and Release is intended to (i) release or affect in any way any board resolution or by-law of the Company or other agreement between me and the Company which may provide for indemnity and/or director and officer insurance coverage relating to any potential claim against me arising out of my role as an officer and employee of the Company, (ii) release or affect in any way any claims arising under the Agreement or (iii) prevent me from filing a complaint with, providing information to, or testifying or otherwise assisting in any investigation or proceeding brought by any state, federal or local regulatory or law enforcement agency or legislative body, or (iv) prevent me from filing any claims that are not permitted to be waived or released under applicable law. However, I further agree and covenant that I will not seek or accept any personal, equitable or monetary relief from the Corporate Group in any action, suit, proceeding or administrative charge filed on my behalf by any person, organization or other entity against the Corporate Group. Notwithstanding the foregoing, I understand and the Company agrees, that nothing in the Agreement or this Waiver and Release prohibits me from reporting to any governmental authority information concerning possible violations of law or regulation, making other disclosures that are protected under the whistleblower provisions of federal law or regulation or receiving an award for information provided to any government agency (collectively the “Protected Disclosures”). This Agreement and the Waiver and Release do not limit my right to receive an award for information provided to any governmental agencies. Pursuant to the Defend Trade Secrets Act of 2016, I understand that I will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of any secret or Confidential Information that (i) is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

I acknowledge that payment and, as applicable, the delivery of the Consideration to me by the Company is not an admission by the Company or any other member of the Corporate Group that they engaged in any wrongful or unlawful act or that the Company or any member of the Corporate Group violated any federal or state law or regulation. Except as provided in the Agreement Materials, I acknowledge that neither the Company nor any other member of the Corporate Group has promised me continued employment or represented to me that I will be rehired in the future. I acknowledge that the Company and I contemplate an unequivocal, complete and final dissolution of my employment relationship following the Term (as defined in the Agreement) or if my employment is terminated sooner pursuant to Section 4 of the Agreement, upon such termination. I acknowledge that this Waiver and Release does not create any right on my part to be rehired by the Company or the Affiliates and I hereby waive any right to future employment by the Company or any other member of the Corporate Group.

Subject to the provisions above regarding Protected Disclosures, both the Company and I agree to refrain from any criticisms or disparaging comments about each other or in any way relating to my employment or separation and the Company and I specifically acknowledge that our willingness to enter into this Waiver and Release is in anticipation of our fidelity to this commitment. The above is not intended to restrict me from seeking or engaging in other employment (subject to my noncompetition covenant contained in the Agreement) and, in that connection, from (i) disclosing to prospective employers the restrictive covenants in the Agreement to which I am bound (including as to non-competition, non-solicitation and non-disparagement) or (ii) making confidential disclosure to potential employers of such facts or opinions as I may elect to convey, nor is it intended to restrict the Company from conducting such confidential internal communications as may be necessary to manage this resignation in a businesslike way.

Should any of the provisions set forth in this Waiver and Release be determined to be invalid by a court, agency or other tribunal of competent jurisdiction, it is agreed that such determination shall not affect the enforceability of other provisions of this Waiver and Release. I acknowledge that this Waiver and Release and the other Agreement Materials set forth the entire understanding and agreement between me and the Company or any other member of the Corporate Group concerning the subject matter of this Waiver and Release and supersede any prior or contemporaneous oral and written agreements or representations, if any, between me and the Company or any other member of the Corporate Group. I understand that for a period of 7 calendar days following the date that I sign this Waiver and Release, I may revoke my acceptance of the offer, provided that my written statement of revocation is received on or before that seventh day by the Vice President, Human Resources, of Schlumberger Limited – Houston, in which case the Waiver and Release will not become effective. In the event I revoke my acceptance of this offer, the Company shall have no obligation to pay, or otherwise deliver to me, any part of the Consideration. I understand that failure to revoke my acceptance of the offer within seven (7) calendar days from the date I sign this Waiver and Release will result in this Waiver and Release being permanent and irrevocable.

I acknowledge that I have read this Waiver and Release, have had an opportunity to ask questions and have it explained to me and that I understand that this Waiver and Release will have the effect of knowingly and voluntarily waiving any action I might pursue, including breach of contract, personal injury, retaliation, discrimination on the basis of race, age, sex, national origin, or disability and any other claims arising prior to the date of this Waiver and Release. By execution of this document, I do not waive or release or otherwise relinquish any legal rights I may have which are attributable to or arise out of acts, omissions, or events of the Company or any other member of the Corporate Group which occur after the date of the execution of this Waiver and Release.

Patrick Schorn
Employee's Printed Name

/s/ Gavin Rennick
Name: Gavin Rennick
Company Representative

/s/ Patrick Schorn
Employee's Signature

February 20, 2020
Company Signature Date: February 20, 2020

February 20, 2020
Employee Signature Date:

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Olivier Le Peuch, 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 22, 2020

/s/ Olivier Le Peuch

Olivier Le Peuch
Chief Executive Officer

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Stephane Biguet, 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 22, 2020

/s/ Stephane Biguet

Stephane Biguet

Executive Vice President and Chief Financial Officer

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, 2020 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Olivier Le Peuch, 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 22, 2020

/s/ Olivier Le Peuch

Olivier Le Peuch
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.

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, 2020 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Stephane Biguet, 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 22, 2020

/s/ Stephane Biguet

Stephane Biguet

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.

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 indirect subsidiaries of Schlumberger. The disclosure is with respect to the three months ended March 31, 2020. 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, 2020

[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	Total Dollar Value of MSHA Assessments Proposed (1)	Total Number of 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(2)	—	N	N	—	—	—
Battle Mountain Grinding Plant/2600828	—	—	—	—	—	—	—	N	N	—	—	—
Galveston GBT Barite Grinding Plant/4104675	—	—	—	—	—	—	—	N	N	—	—	—
Greybull Milling Operation/4800602	1	—	—	—	—	\$644	—	N	N	—	—	—
Greybull Mining Operation/4800603	1	—	—	—	—	\$861	—	N	N	—	—	—
Greystone Mine/2600411	—	—	—	—	—	—	—	N	N	—	—	—
Mountain Springs Beneficiation Plant/2601390	—	—	—	—	—	—	—	N	N	—	—	—
Wisconsin Proppants Hixton Mine/4703742	—	—	—	—	—	—	—	N	N	—	—	—
Wisconsin Proppants Alma Mine/4703823	—	—	—	—	—	—	—	N	N	—	—	—
Wisconsin Proppants Monahans Mine/4105336	—	—	—	—	—	\$492	—	N	N	—	—	—
Wisconsin Proppants High Roller Sand Mine/4105321	2	—	—	—	—	\$4,340(3)	—	N	N	—	—	—

- (1) Amounts included are the total dollar value of proposed assessments received from MSHA during the quarter on or before March 31, 2020, 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 vary depending on the size and type of the operation.
- (2) As of March 31, 2020, MSHA had not yet proposed an assessment for two non-S&S citations at Amelia Barite Plant/160082.
- (3) As of March 31, 2020, MSHA had not yet proposed an assessment for three non-S&S citations at Wisconsin Proppants High Roller Sand Mine/4105321.