SLB LIMITED/NV

FORM 10-Q
(Quarterly Report)

Filed 04/25/25 for the Period Ending 03/31/25

Address	5599 SAN FELIPE 17TH FLOOR HOUSTON, TX, 77056
Telephone	7135132000
CIK	0000087347
Symbol	SLB
SIC Code	1389 - Oil and Gas Field Services, Not Elsewhere Classified
Industry	Oil Related Services and Equipment
Sector	Energy
Fiscal Year	12/31

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 31, 2025

OR

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

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** (IRS Employer Identification No.)
42 rue Saint-Dominique **Paris, France**	**75007**
5599 San Felipe **Houston, Texas, United States of America**	**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, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
Emerging growth company	☐		

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

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

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

Class	Outstanding at March 31, 2025
COMMON STOCK, $0.01 PAR VALUE PER SHARE	1,360,161,654

SCHLUMBERGER LIMITED
First Quarter 2025 Form 10-Q
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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements.

SCHLUMBERGER LIMITED AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF INCOME
(Unaudited)

(Stated in millions, except per share amounts)

	Three Months Ended March 31,	
	2025	2024
Revenue		
Services	**$ 5,366**	$ 5,676
Product sales	**3,124**	3,031
Total Revenue	**8,490**	8,707
Interest & other income	**78**	84
Expenses		
Cost of services	**4,256**	4,415
Cost of sales	**2,628**	2,592
Research & engineering	**172**	182
General & administrative	**96**	121
Restructuring	**158**	-
Merger & integration	**48**	11
Interest	**147**	113
Income before taxes	**1,063**	1,357
Tax expense	**234**	259
Net income	**829**	1,098
Net income attributable to noncontrolling interests	**32**	30
Net income attributable to SLB	**$ 797**	$ 1,068
Basic income per share of SLB	**$ 0.58**	$ 0.75
Diluted income per share of SLB	**$ 0.58**	$ 0.74
Average shares outstanding:		
Basic	**1,366**	1,431
Assuming dilution	**1,380**	1,447

See Notes to Consolidated Financial Statements

SCHLUMBERGER LIMITED AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME
(Unaudited)

(Stated in millions)

	Three Months Ended March 31,	
	2025	2024
Net income	**$ 829**	$ 1,098
Currency translation adjustments		
Unrealized net change arising during the period	**172**	23
Cash flow hedges		
Net loss on cash flow hedges	**(65)**	(17)
Reclassification to net income of net realized loss (gain)	**5**	(1)
Pension and other postretirement benefit plans		
Amortization to net income of net actuarial gain	**8**	-
Amortization to net income of net prior service credit	**(3)**	(6)
Income taxes on pension and other postretirement benefit plans	**-**	1
Other	**9**	5
Comprehensive income	**955**	1,103
Comprehensive income attributable to noncontrolling interests	**32**	30
Comprehensive income attributable to SLB	**$ 923**	$ 1,073

See Notes to Consolidated Financial Statements

SCHLUMBERGER LIMITED AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEET

(Stated in millions)

	Mar. 31, 2025 (Unaudited)	Dec. 31, 2024
ASSETS		
Current Assets		
Cash	**$ 2,936**	$ 3,544
Short-term investments	**961**	1,125
Receivables less allowance for doubtful accounts (2025 - $339; 2024 - $325)	**8,604**	8,011
Inventories	**4,650**	4,375
Other current assets	**1,444**	1,515
	18,595	18,570
Investments in Affiliated Companies	**1,641**	1,635
Fixed Assets less accumulated depreciation	**7,399**	7,359
Goodwill	**14,637**	14,593
Intangible Assets	**2,963**	3,012
Other Assets	**3,767**	3,766
	$ 49,002	$ 48,935
LIABILITIES AND EQUITY		
Current Liabilities		
Accounts payable and accrued liabilities	**$ 10,221**	$ 10,375
Estimated liability for taxes on income	**936**	982
Short-term borrowings and current portion of long-term debt	**3,475**	1,051
Dividends payable	**404**	403
	15,036	12,811
Long-term Debt	**10,527**	11,023
Postretirement Benefits	**507**	512
Deferred Taxes	**37**	67
Other Liabilities	**2,147**	2,172
	28,254	26,585
Equity		
Common stock	**10,827**	11,458
Treasury stock	**(3,292)**	(1,773)
Retained earnings	**16,804**	16,395
Accumulated other comprehensive loss	**(4,824)**	(4,950)
SLB stockholders' equity	**19,515**	21,130
Noncontrolling interests	**1,233**	1,220
	20,748	22,350
	$ 49,002	$ 48,935

See Notes to Consolidated Financial Statements

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

(Stated in millions)

	Three Months Ended March 31,	
	2025	2024
Cash flows from operating activities:		
Net income	**$ 829**	$ 1,098
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization [1]	**640**	600
Deferred taxes	**(37)**	(30)
Stock-based compensation expense	**91**	100
Earnings of equity method investments, less dividends received	**(10)**	(16)
Change in assets and liabilities: [2]		
Increase in receivables	**(472)**	(429)
Increase in inventories	**(214)**	(172)
Decrease in other current assets	**80**	46
(Increase) decrease in other assets	**(11)**	7
Decrease in accounts payable and accrued liabilities	**(275)**	(874)
Decrease in estimated liability for taxes on income	**(56)**	(46)
Increase in other liabilities	**27**	5
Other	**68**	38
NET CASH PROVIDED BY OPERATING ACTIVITIES	**660**	327
Cash flows from investing activities:		
Capital expenditures	**(398)**	(399)
APS investments	**(108)**	(121)
Exploration data costs capitalized	**(51)**	(29)
Business acquisitions and investments, net of cash acquired	**(37)**	(27)
Sales of short-term investments, net	**177**	390
Purchase of Blue Chip Swap securities	**(75)**	(52)
Proceeds from sale of Blue Chip securities	**63**	34
Other	**(3)**	53
NET CASH USED IN INVESTING ACTIVITIES	**(432)**	(151)
Cash flows from financing activities:		
Dividends paid	**(386)**	(357)
Proceeds from employee stock purchase plan	**105**	100
Proceeds from exercise of stock options	**8**	15
Taxes paid on net settled stock-based compensation awards	**(53)**	(78)
Stock repurchase program	**(2,300)**	(270)
Proceeds from issuance of long-term debt	**1,805**	345
Repayment of long-term debt	**-**	-
Net decrease in short-term borrowings	**(27)**	(9)
Other	**(30)**	(13)
NET CASH USED IN FINANCING ACTIVITIES	**(878)**	(267)
Net decrease in cash before translation effect	**(650)**	(91)
Translation effect on cash	**42**	(21)
Cash, beginning of period	**3,544**	2,900
Cash, end of period	**$ 2,936**	$ 2,788

[1] Includes depreciation of fixed assets and amortization of intangible assets, exploration data costs, and Asset Performance Solutions ("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, 2025 – March 31, 2025	Common Stock Issued	Common Stock In Treasury	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total
Balance, January 1, 2025	$ 11,458	$ (1,773)	$ 16,395	$ (4,950)	$ 1,220	$ 22,350
Net income			797		32	829
Currency translation adjustments				172		172
Changes in fair value of cash flow hedges				(60)		(60)
Pension and other postretirement benefit plans				5		5
Shares sold to optionees, less shares exchanged	(1)	9				8
Vesting of restricted stock, net of taxes withheld	(217)	164				(53)
Employee stock purchase plan	(44)	149				105
Stock repurchase program		(1,840)				(1,840)
Advance payment for accelerated share repurchases	(460)					(460)
Stock-based compensation expense	91					91
Dividends declared ($0.285 per share)			(388)			(388)
Other		(1)		9	(19)	(11)
Balance, March 31, 2025	$ 10,827	$ (3,292)	$ 16,804	$ (4,824)	$ 1,233	$ 20,748

January 1, 2024 – March 31, 2024	Common Stock Issued	Common Stock In Treasury	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total
Balance, January 1, 2024	$ 11,624	$ (678)	$ 13,497	$ (4,254)	$ 1,170	$ 21,359
Net income			1,068		30	1,098
Currency translation adjustments				23		23
Changes in fair value of cash flow hedges				(18)		(18)
Pension and other postretirement benefit plans				(5)		(5)
Shares sold to optionees, less shares exchanged	(6)	21				15
Vesting of restricted stock, net of taxes withheld	(338)	260				(78)
Employee stock purchase plan	(36)	136				100
Stock repurchase program		(270)				(270)
Stock-based compensation expense	100					100
Dividends declared ($0.275 per share)			(393)			(393)
Other				5	(13)	(8)
Balance, March 31, 2024	$ 11,344	$ (531)	$ 14,172	$ (4,249)	$ 1,187	$ 21,923

SHARES OF COMMON STOCK
(Unaudited)

(Stated in millions)

	Issued	In Treasury	Shares Outstanding
Balance, January 1, 2025	1,439	(38)	1,401
Vesting of restricted stock	-	4	4
Shares issued under employee stock purchase plan	-	3	3
Stock repurchase program	-	(48)	(48)
Balance, March 31, 2025	1,439	(79)	1,360

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 ("SLB") 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 SLB 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, 2025 are not necessarily indicative of the results that may be expected for the full year ending December 31, 2025. The December 31, 2024 balance sheet information has been derived from the SLB 2024 audited financial statements. For further information, refer to the *Consolidated Financial Statements* and notes thereto included in the SLB Annual Report on Form 10-K for the year ended December 31, 2024, filed with the Securities and Exchange Commission on January 22, 2025.

ChampionX Transaction

On April 2, 2024, SLB announced a definitive agreement to purchase ChampionX Corporation ("ChampionX") in an all-stock transaction. ChampionX is a global leader in chemistry solutions, artificial lift systems, and highly engineered equipment and technologies that help companies drill for and produce oil and gas safely, efficiently, and sustainably around the world. Under the terms of the agreement, ChampionX shareholders will receive 0.735 shares of SLB common stock in exchange for each ChampionX share. At the closing of the transaction ChampionX shareholders will own approximately 9% of SLB's outstanding shares of common stock. ChampionX reported revenue of approximately $3.6 billion in 2024. The transaction, which is subject to regulatory approvals and other customary closing conditions, received the approval of the ChampionX stockholders at a special meeting held on June 18, 2024. It is anticipated that the transaction will close in the second quarter or early third quarter of 2025.

2. Charges and Credits

2025

During the second quarter of 2024, SLB started a program to realign and optimize its support and service delivery structure in certain parts of its organization. As a result, SLB recorded severance charges of $158 million during the first quarter of 2025. These costs are classified in *Restructuring* in the *Consolidated Statement of Income*. SLB may record additional charges related to workforce reductions in 2025 as it aligns its resources with activity levels.

During the first quarter of 2025, in connection with the pending ChampionX transaction and the October 2023 acquisition of the Aker Solutions subsea business, SLB recorded $48 million of charges related to merger and integration-related costs. These costs are classified in *Merger & integration* in the *Consolidated Statement of Income.*

(Stated in millions)

	Pretax Charge	Tax Benefit	Noncontrolling Interests	Net
Workforce reductions	$ 158	$ 10	$ -	$ 148
Merger and integration-related	48	1	4	43
	$ 206	$ 11	$ 4	$ 191

2024

In connection with SLB's October 2023 acquisition of the Aker Solutions subsea business, SLB recorded $25 million of pretax charges during the first quarter of 2024 consisting of: $14 million relating to the amortization of purchase accounting adjustments associated with the write-up of acquired inventories to its estimated fair value and $11 million of other merger and integration-related costs. $14 million of these costs are classified in *Cost of sales* in the *Consolidated Statement of Income*, with the remaining $11 million classified in *Merger & integration*.

(Stated in millions)

	Pretax Charge	Tax Benefit	Noncontrolling Interests	Net
Merger and integration-related	$ 25	$ 6	$ 5	$ 14

3. Earnings per Share

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

(Stated in millions, except per share amounts)

	2025			2024		
	Net Income Attributable to SLB	**Average Shares Outstanding**	**Earnings per Share**	Net Income Attributable to SLB	Average Shares Outstanding	Earnings per Share
First Quarter						
Basic	**$ 797**	**1,366**	**$ 0.58**	$ 1,068	1,431	$ 0.75
Assumed exercise of stock options	**-**	**-**		-	1	
Unvested restricted stock	**-**	**14**		-	15	
Diluted	**$ 797**	**1,380**	**$ 0.58**	$ 1,068	1,447	$ 0.74

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

(Stated in millions)

	Three Months Ended March 31,	
	2025	2024
Employee stock options	**17**	20

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, 2025	Dec. 31, 2024
Raw materials & field materials	**$ 2,566**	$ 2,387
Work in progress	**835**	786
Finished goods	**1,249**	1,202
	$ 4,650	$ 4,375

5. Fixed Assets

Fixed assets consist of the following:

(Stated in millions)

	Mar. 31, 2025	Dec. 31, 2024
Property, plant & equipment	**$ 30,039**	$ 29,573
Less: Accumulated depreciation	**22,640**	22,214
	$ 7,399	$ 7,359

Depreciation expense relating to fixed assets was $397 million and $377 million in the first quarter of 2025 and 2024, respectively.

6. Intangible Assets

Intangible assets consist of the following:

(Stated in millions)

	Mar. 31, 2025			Dec. 31, 2024		
	Gross Book Value	**Accumulated Amortization**	**Net Book Value**	Gross Book Value	Accumulated Amortization	Net Book Value
Customer relationships	**$ 1,887**	**$ 822**	**$ 1,065**	$ 1,887	$ 799	$ 1,088
Technology/technical know-how	**1,614**	**897**	**717**	1,588	872	716
Tradenames	**795**	**308**	**487**	795	299	496
Other	**1,612**	**918**	**694**	1,604	892	712
	$ 5,908	**$ 2,945**	**$ 2,963**	$ 5,874	$ 2,862	$ 3,012

Amortization expense charged to income was $82 million during the first quarter of 2025 and $81 million during the first quarter of 2024.

Based on the carrying value of intangible assets at March 31, 2025, amortization expense for the subsequent five years is estimated to be: remaining three quarters 2025—$242 million; 2026—$315 million; 2027—$311 million; 2028—$301 million; 2029—$288 million; and 2030—$283 million.

7. Long-term Debt

Long-term Debt consists of the following:

(Stated in millions)

	Mar. 31, 2025	Dec. 31, 2024
3.90% Senior Notes due 2028	**$ 1,480**	$ 1,478
2.65% Senior Notes due 2030	**1,246**	1,250
1.375% Guaranteed Notes due 2026	**1,076**	1,040
2.00% Guaranteed Notes due 2032	**1,070**	1,034
0.25% Notes due 2027	**969**	936
0.50% Notes due 2031	**967**	935
4.30% Senior Notes due 2029	**848**	848
4.50% Senior Notes due 2028	**496**	497
5.00% Senior Notes due 2027	**496**	495
4.85% Senior Notes due 2033	**494**	498
5.00% Senior Notes due 2029	**493**	493
5.00% Senior Notes due 2034	**486**	489
7.00% Notes due 2038	**197**	197
5.95% Notes due 2041	**111**	111
5.13% Notes due 2043	**98**	98
1.00% Guaranteed Notes due 2026	**-**	624
	$ 10,527	$ 11,023

The estimated fair value of SLB's *Long-term Debt,* based on quoted market prices at March 31, 2025 and December 31, 2024, was $10.0 billion and $10.4 billion, respectively.

At March 31, 2025, SLB had committed credit facility agreements with commercial banks aggregating $5.0 billion, of which $2.0 billion matures in February 2028 and $3.0 billion matures in December 2029. These committed facilities support commercial paper programs in the United States and Europe. There were no borrowings under these facilities at March 31, 2025 and December 31, 2024,

Commercial paper borrowings are classified as long-term debt to the extent they are backed up by available and unused committed credit facilities maturing in more than one year and to the extent it is SLB's intent to maintain these obligations for longer than one year. Borrowings under the commercial paper programs at March 31, 2025, were $1.8 billion, all of which were classified in *Short-term borrowings and current portion of long-term debt* in the *Consolidated Balance Sheet*. There were no borrowings under the commercial paper programs at December 31, 2024.

Schlumberger Limited fully and unconditionally guarantees the securities issued by certain of its subsidiaries, including securities issued by Schlumberger Investment S.A. and Schlumberger Finance Canada Ltd., both indirect wholly-owned subsidiaries of Schlumberger Limited.

8. Derivative Instruments and Hedging Activities

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

Changes in foreign currency exchange rates expose SLB to risks on future cash flows relating to its fixed rate debt denominated in currencies other than the functional currency. SLB uses cross-currency interest rate swaps to provide a hedge against these risks. These contracts are accounted for as cash flow hedges, with the fair value of the derivative 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.

Details regarding SLB's outstanding cross-currency interest rate swaps as of March 31, 2025, were as follows:

- During 2019, SLB entered into cross-currency interest rate swaps in order to hedge changes in the fair value of its €0.5 billion 0.25% Notes due 2027 and €0.5 billion 0.50% Notes due 2031 that were issued by a US-dollar functional currency subsidiary. These cross-currency interest rate swaps effectively convert the Euro-denominated notes to US-dollar denominated debt with fixed annual interest rates of 2.51% and 2.76%, respectively.
- During 2020, a US-dollar functional currency subsidiary of SLB issued €0.8 billion of Euro-denominated debt. SLB entered into cross-currency interest rate swaps to hedge changes in the US dollar 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 interest rate swaps effectively convert the Euro-denominated notes to US-dollar denominated debt with fixed annual interest rates of 1.87% and 2.20%, respectively.
- During 2020, a US-dollar functional currency subsidiary of SLB issued €2.0 billion of Euro-denominated debt. SLB entered into cross-currency interest rate swaps to hedge changes in the US dollar value of its €1.0 billion of 1.375% Guaranteed Notes due 2026 and €1.0 billion of 2.00% Guaranteed Notes due 2032. These cross-currency interest rate swaps effectively convert the Euro-denominated notes to US-dollar denominated debt with fixed annual interest rates of 2.77% and 3.49%, respectively.
- During 2020, a Canadian dollar functional currency subsidiary of SLB issued $0.5 billion of US dollar denominated debt. SLB entered into cross-currency interest rate swaps to hedge changes in the US dollar value of its $0.5 billion 1.40% Senior Notes due 2025. These cross-currency interest rate swaps effectively convert the US dollar notes to Canadian dollar denominated debt with a fixed annual interest rate of 1.73%.

A summary of the amounts included in the *Consolidated Balance Sheet* relating to cross currency interest rate swaps was as follows:

(Stated in millions)

	Mar. 31, 2025	Dec. 31, 2024
Other current assets	**$ 38**	$ 37
Other Assets	**$ 3**	$ 2
Other Liabilities	**$ 136**	$ 183

The fair values were determined using a model with inputs that are observable in the market or can be derived or corroborated by observable data.

SLB 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. SLB 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.

SLB is also exposed to changes in the fair value of assets and liabilities denominated in currencies other than the functional currency. While SLB uses foreign currency forward contracts 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 derivative is recorded on the *Consolidated Balance Sheet* and changes in the fair value are recognized in the *Consolidated Statement of Income,* as are changes in the fair value of the hedged item.

Foreign currency forward contracts were outstanding for the US dollar equivalent of $5.0 billion and $5.5 billion in various foreign currencies as of March 31, 2025 and December 31, 2024, respectively.

Other than the previously mentioned cross-currency interest rate swaps, the fair value of the other outstanding derivatives was not material as of March 31, 2025 and December 31, 2024.

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

(Stated in millions)

	Gain (Loss) Recognized in Income		
	First Quarter		
	2025	2024	Consolidated Statement of Income Classification
Derivatives designated as cash flow hedges:			
Cross-currency interest rate swaps	**$ 136**	$ (94)	*Cost of services/sales*
Cross-currency interest rate swaps	**(19)**	(21)	*Interest expense*
Commodity contracts	**-**	(3)	*Revenue*
Foreign currency forward contracts	**(1)**	-	*Cost of services/sales*
Foreign currency forward contracts	**(4)**	3	*Revenue*
	$ 112	$ (115)	
Derivatives not designated as hedges:			
Foreign currency forward contracts	**$ 25**	$ 5	*Cost of services/sales*

SLB has issued credit default swaps ("CDSs") to certain third-party financial institutions that have an aggregate notional amount outstanding of approximately $1.2 billion as of March 31, 2025. The CDSs relate to borrowings provided by the financial institutions to SLB's primary customer in Mexico. The borrowings were used by this customer to pay certain of SLB's outstanding receivables. Approximately $0.3 billion of the outstanding CDSs reduces on a monthly basis over its remaining 11-month term while the remaining $0.9 billion reduces on a monthly basis over its remaining 15-month term. The fair value of these derivative liabilities was not material at March 31, 2025.

9. Contingencies

SLB 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.

10. Segment Information

(Stated in millions)

	First Quarter 2025		First Quarter 2024	
	Revenue	**Income Before Taxes**	Revenue	Income Before Taxes
Digital & Integration	**$ 1,006**	**$ 306**	$ 953	$ 254
Reservoir Performance	**1,700**	**282**	1,725	339
Well Construction	**2,977**	**589**	3,368	690
Production Systems	**2,938**	**475**	2,818	400
Eliminations & other	**(131)**	**(96)**	(157)	(34)
		1,556		1,649
Corporate & other [1]		**(179)**		(191)
Interest income [2]		**36**		34
Interest expense [3]		**(144)**		(110)
Charges and credits [4]		**(206)**		(25)
	$ 8,490	**$ 1,063**	$ 8,707	$ 1,357

(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 that are included in the segments' income ($- million in 2025; $4 million in 2024).

(3) Interest expense excludes amounts that are included in the segments' income ($3 million in 2025; $3 million in 2024).

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

Revenue by geographic area was as follows:

(Stated in millions)

	First Quarter	
	2025	2024
North America	**$ 1,719**	$ 1,598
Latin America	**1,495**	1,654
Europe & Africa [1]	**2,235**	2,322
Middle East & Asia	**2,997**	3,080
Other	**44**	53
	$ 8,490	$ 8,707

[1] Includes Russia and the Caspian region.

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

(Stated in millions)

	First Quarter 2025			
	North America	**International**	**Other**	**Total**
Digital & Integration	**$ 289**	**$ 717**	**$ -**	**$ 1,006**
Reservoir Performance	**142**	**1,557**	**1**	**1,700**
Well Construction	**541**	**2,381**	**55**	**2,977**
Production Systems	**768**	**2,166**	**4**	**2,938**
Eliminations & other	**(21)**	**(94)**	**(16)**	**(131)**
	$ 1,719	**$ 6,727**	**$ 44**	**$ 8,490**

	First Quarter 2024			
	North America	International	Other	Total
Digital & Integration	$ 236	$ 717	$ -	$ 953
Reservoir Performance	130	1,592	3	1,725
Well Construction	604	2,707	57	3,368
Production Systems	647	2,164	7	2,818
Eliminations & other	(19)	(124)	(14)	(157)
	$ 1,598	$ 7,056	$ 53	$ 8,707

Significant segment expenses, which represents the difference between segment revenue and pretax segment income, consist of the following:

(Stated in millions)

	First Quarter 2025			
	Digital & Integration	**Reservoir Performance**	**Well Construction**	**Production Systems**
Compensation	**$ 206**	**$ 407**	**$ 604**	**$ 241**
Cost of products, materials, and supplies	**-**	**309**	**802**	**1,820**
Depreciation and amortization	**166**	**104**	**164**	**90**
Allocations	**101**	**165**	**250**	**137**
Other	**227**	**433**	**568**	**175**
	$ 700	**$ 1,418**	**$ 2,388**	**$ 2,463**

	First Quarter 2024			
	Digital & Integration	Reservoir Performance	Well Construction	Production Systems
Compensation	$ 221	$ 392	$ 654	$ 294
Cost of products, materials, and supplies	-	298	926	1,761
Depreciation and amortization	148	99	156	82
Allocations	107	162	251	129
Other	223	435	691	152
	$ 699	$ 1,386	$ 2,678	$ 2,418

Other segment expenses include transportation, mobilization, lease, occupancy, professional, and other costs.

Revenue in excess of billings related to contracts where revenue is recognized over time was $0.6 billion at March 31, 2025 and $0.5 billion at December 31, 2024. Such amounts are included within *Receivables less allowance for doubtful accounts* in the *Consolidated Balance Sheet*.

Total backlog was $5.6 billion at March 31, 2025, of which approximately 60% is expected to be recognized as revenue over the next 12 months.

Billings and cash collections in excess of revenue was $2.1 billion at March 31, 2025 and $2.0 billion at December 31, 2024. Such amounts are included within *Accounts payable and accrued liabilities* in the *Consolidated Balance Sheet*.

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

First Quarter 2025 Compared to First Quarter 2024

(Stated in millions)

	First Quarter 2025		First Quarter 2024	
	Revenue	Income Before Taxes	Revenue	Income Before Taxes
Digital & Integration	**$ 1,006**	**$ 306**	$ 953	$ 254
Reservoir Performance	**1,700**	**282**	1,725	339
Well Construction	**2,977**	**589**	3,368	690
Production Systems	**2,938**	**475**	2,818	400
Eliminations & other	**(131)**	**(96)**	(157)	(34)
		1,556		1,649
Corporate & other [1]		**(179)**		(191)
Interest income [2]		**36**		34
Interest expense [3]		**(144)**		(110)
Charges and credits [4]		**(206)**		(25)
	$ 8,490	**$ 1,063**	$ 8,707	$ 1,357

(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 that are included in the segments' income ($- million in 2025; $4 million in 2024).

(3) Interest expense excludes amounts that are included in the segments' income ($3 million in 2025; $3 million in 2024).

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

First-quarter 2025 revenue of $8.5 billion decreased 3% year on year as it was a subdued start to the year. North America revenue grew by 8% year on year to $1.7 billion, partially compensating for softer international revenue which declined 5% to $6.7 billion.

The year-on-year growth in North America revenue was primarily driven by higher digital sales and sales of production systems in US offshore, and strong growth in data center infrastructure solutions.

Internationally, Latin America led the year on year decline as revenue of $1.5 billion declined 10% year on year primarily due to a significant reduction in drilling activity in Mexico. Europe & Africa revenue of $2.2 billion decreased 4% due to reduced activity in offshore Africa and in Russia. Revenue in the Middle East & Asia of $3.0 billion declined 3% year on year largely due to reduced drilling and stimulation activity in Saudi Arabia as well as lower activity in Egypt, Australia and India. These declines were partially offset by higher revenue in the United Arab Emirates and Kuwait.

The industry may experience a potential shift of priorities driven by changes in the global economy, fluctuating commodity prices and evolving tariffs — all of which could impact upstream oil and gas investment and, in turn, affect demand for our products and services. In this uncertain environment, SLB remains committed to protecting its margins, generating strong cash flow and delivering consistent value to its customers and shareholders in 2025.

Digital & Integration

Digital & Integration revenue of $1.0 billion increased 6% year on year driven by 17% growth in digital revenue, supported by greater adoption of digital technologies and higher sales of exploration data. This increase was partially offset by lower APS revenue due to a temporary pipeline disruption on an Asset Performance Solutions ("APS") project in Ecuador.

Digital & Integration pretax operating margin of 30% expanded 380 basis points ("bps") year on year, mostly due to improved profitability in digital, following higher uptake of digital technologies and higher sales of exploration data.

Reservoir Performance

Reservoir Performance revenue of $1.7 billion declined 1% year on year with strong unconventional stimulation and intervention activity offset by lower evaluation and exploration activity across the international markets.

Reservoir Performance pretax operating margin of 17% decreased 311 bps year on year due to reduced profitability from lower evaluation activity and project startup costs.

Well Construction

Well Construction revenue of $3.0 billion declined 12% year on year reflecting lower drilling activity in Mexico, Saudi Arabia, U.S. land, India and offshore West Africa.

Well Construction pretax operating margin of 20% declined 71 bps year on year driven by the reduced activity across North America and the international markets.

Production Systems

Production Systems revenue of $2.9 billion increased 4% year on year due to strong demand in North America for surface production systems, completions, artificial lift, and data center infrastructure solutions.

Production Systems pretax operating margin of 16% increased 197 bps year on year due to improved profitability across a number of business lines driven by activity mix, execution efficiency and conversion of improved-price backlog.

First Quarter 2025 Compared to Fourth Quarter 2024

(Stated in millions)

	First Quarter 2025		Fourth Quarter 2024	
	Revenue	**Income Before Taxes**	Revenue	Income Before Taxes
Digital & Integration	**$ 1,006**	**$ 306**	$ 1,156	$ 442
Reservoir Performance	**1,700**	**282**	1,810	370
Well Construction	**2,977**	**589**	3,267	681
Production Systems	**2,938**	**475**	3,197	506
Eliminations & other	**(131)**	**(96)**	(146)	(81)
		1,556		1,918
Corporate & other [1]		**(179)**		(177)
Interest income [2]		**36**		36
Interest expense [3]		**(144)**		(128)
Charges and credits [4]		**(206)**		(262)
	$ 8,490	**$ 1,063**	$ 9,284	$ 1,387

(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 that are included in the segments' income ($- million in the first quarter of 2025; $9 million in the fourth quarter of 2024).

(3) Interest expense excludes amounts that are included in the segments' income ($3 million in the first quarter of 2025; $2 million in the fourth quarter of 2024).

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

First-quarter 2025 revenue of $8.5 billion decreased 9% sequentially as revenue declined 10% in the international markets and 2% in North America primarily due to seasonal effects.

Revenue in North America declined 2% sequentially due to lower drilling activity both on land and offshore partially offset by higher revenue from data center infrastructure solutions.

Internationally, revenue decreased 11% on a sequential basis in the Middle East & Asia and 10% in Europe & Africa following strong year-end product and digital sales across these areas in the fourth quarter of 2024. Revenue in Latin America decreased 9% sequentially driven by lower drilling activity in Mexico. Reduced APS revenue in Ecuador and seasonally lower revenue in Brazil following strong year-end production systems sales last quarter also contributed to the revenue decline in Latin America.

Digital & Integration

Digital & Integration revenue of $1.0 billion declined 13% sequentially following seasonally strong year-end digital sales in the fourth quarter of 2024 while APS revenue was lower due to a temporary pipeline disruption on an APS project in Ecuador.

Digital & Integration pretax operating margin of 30% decreased 784 bps sequentially due to seasonally lower sales of digital and exploration data as well as lower APS revenue.

Reservoir Performance

Reservoir Performance revenue of $1.7 billion declined 6% sequentially primarily due to seasonal activity reductions in Europe & Africa and the Middle East & Asia.

Reservoir Performance pretax operating margin of 17% decreased 391 bps sequentially due to reduced profitability from lower evaluation activity and project startup costs.

Well Construction

Well Construction revenue of $3.0 billion decreased 9% sequentially due to seasonal activity reductions across all areas.

Well Construction pretax operating margin of 20% declined 106 bps sequentially driven by the reduced activity across North America and the international markets.

Production Systems

Production Systems revenue of $2.9 billion declined 8% sequentially driven by seasonally lower sales of artificial lift, midstream and surface production systems and completions.

Production Systems pretax operating margin of 16% increased by 34 bps sequentially primarily due to cost efficiencies despite seasonally lower sales.

Interest and Other Income

Interest & other income consisted of the following:

(Stated in millions)

	First Quarter	
	2025	2024
Earnings of equity method investments	**$ 42**	$ 46
Interest income	**36**	38
	$ 78	$ 84

Other

Research & engineering and *General & administrative* expenses, as a percentage of *Revenue*, for the first quarter ended March 31, 2025 and 2024 were as follows:

	First Quarter	
	2025	2024
Research & engineering	**2.0 %**	2.1 %
General & administrative	**1.1 %**	1.4 %

The effective tax rate was 22% for the first quarter of 2025 as compared to 19% for the same period of 2024. The increase in the effective tax rate year on year was primarily due to the charges and credits described in Note 2 to the *Consolidated Financial Statements*. The charges and credits increased the effective tax rate by three percentage points as a significant portion of these charges do not result in a tax benefit.

Charges and Credits

SLB recorded charges and credits during the first quarters of 2025 and 2024. These charges and credits, which are summarized below, are more fully described in Note 2 to the *Consolidated Financial Statements*.

2025:

(Stated in millions)

	Pretax Charge	Tax Benefit	Noncontrolling Interests	Net
Workforce reductions	$ 158	$ 10	$ -	$ 148
Merger and integration-related	48	1	4	43
	$ 206	$ 11	$ 4	$ 191

2024:

(Stated in millions)

	Pretax Charge	Tax Benefit	Noncontrolling Interests	Net
Merger and integration-related	$ 25	$ 6	$ 5	$ 14

Liquidity and Capital Resources

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

(Stated in millions)

Components of Liquidity:	**Mar. 31, 2025**	Mar. 31, 2024	Dec. 31, 2024
Cash	**$ 2,936**	$ 2,788	$ 3,544
Short-term investments	**961**	703	1,125
Short-term borrowings and current portion of long-term debt	**(3,475)**	(1,430)	(1,051)
Long-term debt	**(10,527)**	(10,740)	(11,023)
Net debt [(1)]	**$ (10,105)**	$ (8,679)	$ (7,405)

Changes in Liquidity:	Three Months Ended Mar. 31, 2025	2024
Net income	**$ 829**	$ 1,098
Depreciation and amortization [2]	**640**	600
Earnings of equity method investments, less dividends received	**(10)**	(16)
Deferred taxes	**(37)**	(30)
Stock-based compensation expense	**91**	100
Increase in working capital	**(937)**	(1,475)
Other	**84**	50
Cash flow from operations	**660**	327
Capital expenditures	**(398)**	(399)
APS investments	**(108)**	(121)
Exploration data costs capitalized	**(51)**	(29)
Free cash flow [3]	**103**	(222)
Dividends paid	**(386)**	(357)
Stock repurchase program	**(2,300)**	(270)
Proceeds from employee stock plans	**105**	100
Proceeds from stock options	**8**	15
Taxes paid on net settled stock-based compensation awards	**(53)**	(78)
Business acquisitions and investments, net of cash acquired	**(37)**	(27)
Purchase of Blue Chip Swap securities	**(75)**	(52)
Proceeds from sale of Blue Chip securities	**63**	34
Other	**(20)**	58
Increase in net debt before impact of changes in foreign exchange rates	**(2,592)**	(799)
Impact of changes in foreign exchange rates on net debt	**(108)**	96
Increase in net debt	**(2,700)**	(703)
Net debt, beginning of period [1]	**(7,405)**	(7,976)
Net debt, end of period [1]	**$ (10,105)**	$ (8,679)

(1) "Net debt" represents gross debt less cash and short-term investments. Management believes that Net debt provides useful information to investors and management regarding the level of SLB'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 fixed assets and amortization of intangible assets, exploration data costs, and APS investments.

(3) "Free cash flow" represents cash flow from operations less capital expenditures, APS investments and exploration 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 a substitute for or superior to, cash flow from operations.

Key liquidity events during the first three months of 2025 and 2024 included:

- Capital investments (consisting of capital expenditures, APS investments and exploration data capitalized) were $0.6 billion during the first three months of 2025 compared to $0.5 million during the first three months of 2024. Capital investments for the full year 2025 are expected to be approximately $2.3 billion.
- In January 2025, SLB announced a 3.6% increase to its quarterly cash dividend from $0.275 per share of outstanding common stock to $0.285 per share, beginning with the dividend payable in April 2025. Dividends paid during the first three months of 2025 and 2024 were $386 million and $357 million, respectively.
- SLB entered into accelerated share repurchase ("ASR") agreements to repurchase $2.3 billion of its common stock commencing on January 13, 2025, and ending no later than May 31, 2025. The ASR was completed on April 7, 2025, and SLB received 56.8 million shares of its common stock, of which 47.6 million were received in January 2025 and the remaining 9.2 million shares were received in April 2025. These shares were repurchased by SLB at an average price of $40.51, representing the volume-weighted average price of SLB's common stock during this period less a discount.
- During the first quarter of 2024, SLB repurchased 5.4 million shares of its common stock at an average price of $50.13 per share for a total purchase price of $270 million.

As of March 31, 2025, SLB had $3.9 billion of cash and short-term investments on hand and committed debt facility agreements with commercial banks aggregating $5.0 billion, all of which was available. SLB believes these amounts are sufficient to meet future business requirements for at least the next 12 months and beyond.

SLB has a global footprint in more than 100 countries. As of March 31, 2025, only three of those countries individually accounted for greater than 5% of SLB's net receivable balance. Only one of these countries, the United States, represented greater than 10% of such receivables. As of March 31, 2025, Mexico represented 7% of SLB's net accounts receivable balance. (See Note 8 to the *Consolidated Financial Statements*). SLB's receivables from its primary customer in Mexico are not in dispute and SLB has not historically had any material write-offs due to uncollectible accounts receivable relating to this customer.

On October 17, 2024, SLB entered into a definitive agreement to sell its interest in the Palliser APS project in Canada. Under the terms of the agreement, SLB will receive cash proceeds of approximately $430 million, subject to closing adjustments that are typical for such a transaction. The transaction, which is subject to regulatory approval and other customary closing conditions, is expected to close in the second quarter of 2025. SLB recorded revenue of approximately $0.1 billion during the first quarter of 2025 relating to this project.

FORWARD-LOOKING STATEMENTS

This first-quarter 2025 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 statements often contain words such as "expect," "may," "can," "believe," "predict," "plan," "potential," "projected," "projections," "precursor," "forecast," "outlook," "expectations," "estimate," "intend," "anticipate," "ambition," "goal," "target," "scheduled," "think," "should," "could," "would," "will," "see," "likely," and other similar words. Forward-looking statements address matters that are, to varying degrees, uncertain, such as statements about SLB's financial and performance targets and other forecasts or expectations regarding, or dependent on, its business outlook; growth for SLB as a whole and for each of its Divisions (and for specified business lines, geographic areas, or technologies within each Division); oil and natural gas demand and production growth; oil and natural gas prices; forecasts or expectations regarding energy transition and global climate change; improvements in operating procedures and technology; capital expenditures by SLB and the oil and gas industry; the business strategies of SLB, including digital and "fit for basin," as well as the strategies of SLB's customers; SLB's capital allocation plans, including dividend plans and share repurchase programs; SLB's APS projects, joint ventures, and other alliances; the impact of the ongoing conflict in Ukraine on global energy supply; access to raw materials; future global economic and geopolitical conditions; future liquidity, including free cash flow; and future results of operations, such as margin levels. These statements are subject to risks and uncertainties, including, but not limited to, changing global economic and geopolitical conditions; changes in exploration and production spending by SLB's customers, and changes in the level of oil and natural gas exploration and development; the results of operations and financial condition of SLB's customers and suppliers; SLB's inability to achieve its financial and performance targets and other forecasts and expectations; SLB's inability to achieve net-zero carbon emissions goals or interim emissions reduction goals; general economic, geopolitical and business conditions in key regions of the world; the ongoing conflict in Ukraine; foreign currency risk; inflation; changes in monetary policy by governments; tariffs; pricing pressure; weather and seasonal factors; unfavorable effects of health pandemics; availability and cost of raw materials; operational modifications, delays or cancellations; challenges in SLB's supply chain; production declines; the extent of future charges; SLB's inability to recognize efficiencies and other intended benefits from its business strategies and initiatives, such as digital or new energy, as well as its cost reduction strategies; changes in government regulations and regulatory requirements, including those related to offshore oil and gas exploration, radioactive sources, explosives, chemicals, and climate-related initiatives; the inability of technology to meet new challenges in exploration; the competitiveness of alternative energy sources or product substitutes; and other risks and uncertainties detailed in this Form 10-Q and our most recent Form 10-K and Forms 8-K filed with or furnished to the SEC.

This Form 10-Q also includes forward-looking statements relating to the proposed transaction between SLB and ChampionX, including statements regarding the benefits of the transaction and the anticipated timing of the transaction. Factors and risks that may impact future results and performance include, but are not limited to, and in each case as a possible result of the proposed transaction on each of SLB and ChampionX: the ultimate outcome of the proposed transaction between SLB and ChampionX; the ability to operate the SLB and ChampionX respective businesses, including business disruptions; difficulties in retaining and hiring key personnel and employees; the ability to maintain favorable business relationships with customers, suppliers and other business partners; the terms and timing of the proposed transaction; the occurrence of any event, change or other circumstance that could give rise to the termination of the proposed transaction; the anticipated or actual tax treatment of the proposed transaction; the ability to satisfy closing conditions to the completion of the proposed transaction; other risks related to the completion of the proposed transaction and actions related thereto; the ability of SLB and ChampionX to integrate the business successfully and to achieve anticipated synergies and value creation from the proposed transaction; the ability to secure government regulatory approvals on the terms expected, at all or in a timely manner; litigation and regulatory proceedings, including any proceedings that may be instituted against SLB or ChampionX related to the proposed transaction, as well as the risk factors discussed in SLB's and ChampionX's most recent Forms 10-K, 10-Q, and 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 results or outcomes may vary materially from those reflected in our forward-looking statements. Forward-looking and other statements in this Form 10-Q regarding our environmental, social, and other sustainability plans and goals are not an indication that these statements are necessarily material to investors or required to be disclosed in our filings with the SEC. In addition, historical, current, and forward-looking environmental, social, and sustainability-related statements may be based on standards for measuring progress that are still developing, internal controls and processes that continue to evolve, and assumptions that are subject to change in the future. Statements in this Form 10-Q are made as of April 25, 2025, and SLB 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 SLB, see Item 7A, “Quantitative and Qualitative Disclosures about Market Risk,” of the SLB Annual Report on Form 10-K for the fiscal year ended December 31, 2024. SLB’s exposure to market risk has not changed materially since December 31, 2024.

Item 4. Controls and Procedures.

SLB has carried out an evaluation under the supervision and with the participation of SLB’s management, including the Chief Executive Officer (“CEO”) and the Chief Financial Officer (“CFO”), of the effectiveness of SLB’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, SLB’s disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed in the reports that SLB 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. SLB’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 SLB’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, SLB’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 9—Contingencies, in the accompanying 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 SLB's Annual Report on Form 10-K for the fiscal year ended December 31, 2024.

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

Unregistered Sales of Equity Securities

None.

Issuer Repurchases of Equity Securities

On January 21, 2016, the SLB Board of Directors approved a $10 billion share repurchase program for SLB common stock. As of March 31, 2025, SLB had repurchased approximately $5.3 billion of SLB common stock under this program.

SLB's common stock repurchase activity for the three months ended March 31, 2025 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 plans or programs	Maximum value of shares that may yet be purchased under the plans or programs
January 2025	47,643.7	$ 38.62	47,643.7	$ 4,701,236
February 2025	-	$ -	-	$ 4,701,236
March 2025	-	$ -	-	$ 4,701,236
	47,643.7	$ 38.62	47,643.7	

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, SLB 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").

SLB's residual transactions or dealings with the government of Iran during the first quarter of 2025 consisted of payments of taxes and other typical governmental charges. Certain non-US subsidiaries of SLB 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 SLB 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. SLB anticipates that it will discontinue dealings with Saderat and Tejarat following the receipt of all amounts owed to SLB for prior services rendered in Iran.

On March 25, 2025, Olivier Le Peuch, CEO and a member of the SLB Board of Directors, adopted a Rule 10b5-1 trading arrangement that is intended to satisfy the affirmative defense of Rule 10b5-1(c) for the sale of up to 300,000 shares of SLB's common stock between June 25, 2025 and May 27, 2026, for a duration of 336 days.

Item 6. Exhibits.

Exhibit 3.1—Articles of Incorporation of Schlumberger Limited (Schlumberger N.V.) (incorporated by reference to Exhibit 3.1 to SLB'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 SLB's Current Report on Form 8-K filed on April 21, 2023)

Exhibit 4.1—Indenture dated as of December 3, 2013, by and among Schlumberger Investment S.A., as issuer, Schlumberger Limited, as guarantor, and The Bank of New York Mellon, as trustee (incorporated by reference to Exhibit 4.1 to SLB's Current Report on Form 8-K filed on December 3, 2013)

Exhibit 4.2—Second Supplemental Indenture dated as of June 26, 2020, by and among Schlumberger Investment S.A., as issuer, Schlumberger Limited, as guarantor, and The Bank of New York Mellon, as trustee (including form of global notes representing 2.650% Senior Notes due 2030) (incorporated by reference to Exhibit 4.1 to SLB's Current Report on Form 8-K filed on June 26, 2020)

Exhibit 4.3—Fourth Supplemental Indenture dated as of May 29, 2024, among Schlumberger Investment S.A., as issuer, Schlumberger Limited, as guarantor, and The Bank of New York Mellon, as trustee (including form of global notes representing 5.000% Senior Notes due 2034) (incorporated by reference to Exhibit 4.1 to SLB's Current Report on Form 8-K filed on May 29, 2024)

* Exhibit 4.4—Fifth Supplemental Indenture dated as of March 13, 2025, among Schlumberger Investment S.A., as issuer, Schlumberger Limited, as guarantor, and The Bank of New York Mellon, as trustee

* Exhibit 10.1—Form of Restricted Stock Unit Award Agreement under SLB's 2017 Omnibus Stock Incentive Plan (ratable vesting) (+)

* Exhibit 10.2—Form of Restricted Stock Unit Award Agreement under SLB's 2017 Omnibus Stock Incentive Plan (three-year cliff vesting) (+)

* Exhibit 10.3—Form of Performance Share Unit Award Agreement (Based on Free Cash Flow Margin Performance) under SLB's 2017 Omnibus Stock Incentive Plan (+)

* Exhibit 10.4—Form of Performance Share Unit Award Agreement (Based on Relative Return on Capital Employed Performance) under SLB's 2017 Omnibus Stock Incentive Plan (+)

* Exhibit 10.5—Form of Performance Share Unit Award Agreement (Based on Relative TSR Performance) under SLB's 2017 Omnibus Stock Incentive Plan (+)

Exhibit 10.6—Discounted Stock Purchase Plan, as amended and restated effective April 2, 2025 (incorporated by reference to Appendix B to SLB's Definitive Proxy Statement on Schedule 14A filed on February 20, 2025) (+)

* Exhibit 22—Issuers of Registered Guaranteed Debt Securities

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

* Filed with this Form 10-Q.

** Furnished with this Form 10-Q.

(+) Management contracts or compensatory plans or arrangements.

The Exhibits filed herewith do not include certain instruments with respect to long-term debt of Schlumberger Limited and its subsidiaries, inasmuch as the total amount of debt authorized under any such instrument does not exceed 10 percent of the total assets of Schlumberger Limited and its subsidiaries on a consolidated basis. SLB agrees, pursuant to Item 601(b)(4)(iii) of Regulation S-K, that it will furnish a copy of any such instrument to the SEC upon request.

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.

SCHLUMBERGER LIMITED

Date: April 25, 2025

/s/ Howard Guild

Howard Guild

Chief Accounting Officer and Duly Authorized Signatory

Exhibit 4.4

Schlumberger Investment S.A.

Schlumberger Limited

FIFTH SUPPLEMENTAL INDENTURE

Dated as of March 13, 2025

The Bank of New York Mellon,

as Trustee, Registrar, Paying Agent
and Transfer Agent

FIFTH SUPPLEMENTAL INDENTURE

FIFTH SUPPLEMENTAL INDENTURE (this "*Fifth Supplemental Indenture*") dated as of March 12, 2025, by and among Schlumberger Investment S.A., a public limited liability company (*société anonyme*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered address at 5, Place de la Gare, L-1616 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Trade and Companies Register (Registre de Commerce et des Sociétés, Luxembourg) under number B 163.122 (the "*Company*"), Schlumberger Limited, a company incorporated under the laws of Curaçao (the "*Guarantor*"), and The Bank of New York Mellon, as trustee (the "*Trustee*"), registrar, paying agent, and transfer agent.

RECITALS

A.The Company, the Guarantor, and the Trustee, executed and delivered an Indenture, dated as of December 3, 2013, as amended by Section 1.9 of the Second Supplemental Indenture, dated as of June 26, 2020, by and among the Company, the Guarantor and the Trustee, and as further amended by Section 1.7 of the Fourth Supplemental Indenture, dated as of May 29, 2024, by and among the Company, the Guarantor and the Trustee, which is herein referred to as the "Base Indenture."

B.The Company has heretofore entered into (i) the Second Supplemental Indenture, dated as of June 26, 2020, by and among the Company, the Guarantor and the Trustee, providing for issuance by the Company of the 2.650% Senior Notes due 2030 (the "2030 Notes"), (ii) the Third Supplemental Indenture, dated as of May 15, 2023, by and among the Company, the Guarantor and the Trustee, providing for issuance by the Company of the 4.500% Senior Notes due 2028 (the "2028 Notes"), and the 4.850% Senior Notes due 2033 (the "2033 Notes"), and (iii) the Fourth Supplemental Indenture, dated as of May 29, 2024, by and among the Company, the Guarantor and the Trustee, providing for issuance by the Company of the 4.500% Senior Notes due 2034 (the "2034 Notes" and, together with the 2030 Notes, the 2028 Notes, and the 2033 Notes, the "Notes"). The Base Indenture, as supplemented and amended by each of the foregoing supplemental indentures with respect to the corresponding series of Notes, and as further supplemented and amended by this Fifth Supplemental Indenture, is herein referred to as the "Indenture."

C.The Company has solicited consents from the Holders of each series of Notes to certain proposed amendments to the Base Indenture as set forth in Article I to this Fifth Supplemental Indenture (the "*Proposed Amendments*"), in accordance with the terms and conditions of the Exchange Offer Memorandum and Consent Solicitation Statement, dated as of February 27, 2025 (the "*Exchange Offer Memorandum*").

D.Section 9.2 of the Base Indenture provides that, with the consent of the Holders of a majority in principal amount of the Notes then outstanding, the Company, the Guarantor, and the Trustee may amend or supplement the Indenture or the Notes in accordance with such Section 9.2.

E.The Holders of at least a majority in aggregate principal amount of each series of Notes outstanding (the "*Requisite Consent*") have validly tendered, and not withdrawn, their consents to the adoption of the Proposed Amendments to be effectuated by this Fifth Supplemental Indenture in accordance with Section 9.2 of the Base Indenture, and the Company, having received the Requisite Consent for the Proposed Amendments for each

series of Notes, as evidenced by the Officer's Certificate of the Company delivered to the Trustee by the Company on the date hereof (the "Consent Officer's Certificate"), desires to amend the Indenture as provided in this Fifth Supplemental Indenture only in respect to the Notes.

F. All things necessary to make this Fifth Supplemental Indenture a valid and legally binding agreement according to its terms have been done.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Company, the Guarantor, and the Trustee mutually covenant and agree for the equal and proportionate benefit of the Holders from time to time of the Notes as follows:

ARTICLE I AMENDMENTS

Section 1.1. Indenture Amendments.

Subject to the satisfaction of the Condition Precedent (as defined below), the Base Indenture is hereby amended only as it relates to the Notes of each series (and not any other series of Securities) to delete the following sections in their entirety, and, in the case of each such section, insert in lieu thereof the phrase "[Intentionally Omitted]" and any and all references thereto (including any definitions the references to which would be eliminated as a result of such deletions), and any and all obligations thereunder, and any events of default related thereto are hereby deleted throughout the Base Indenture only as they relate to the Notes and such sections and references shall be of no further force or effect only as they relate to the Notes:

(a) Section 4.5 entitled "Limitation on Liens";

(b) Section 4.7 entitled "Reports," with the exception of SISA's obligation to comply with the provisions of Section 314(a) under the Trust Indenture Act of 1939, as amended;

(c) Section 5.1 entitled "Consolidation, Merger and Sale of Assets"; and

(d) Clause (h) of Section 6.1 entitled "Events of Default."

ARTICLE II MISCELLANEOUS

Section 2.1. Definitions.

Capitalized terms used but not defined in this Fifth Supplemental Indenture shall have the meanings ascribed thereto in the Base Indenture.

Section 2.2. Confirmation of Indenture.

The Base Indenture, as supplemented and amended by this Fifth Supplemental Indenture, is in all respects ratified and confirmed, and the Base Indenture, this Fifth Supplemental Indenture and any applicable indentures supplemental thereto shall be read, taken and construed as one and the same instrument with respect to the Notes.

Section 2.3.Governing Law.

THIS FIFTH SUPPLEMENTAL INDENTURE, INCLUDING ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS FIFTH SUPPLEMENTAL INDENTURE, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

THE APPLICATION OF THE PROVISIONS OF THE ARTICLES 470-1 TO 470-19 (INCLUSIVE) OF THE LUXEMBOURG LAW OF 10 AUGUST 1915 ON COMMERCIAL COMPANIES, AS AMENDED, IS HEREBY EXPRESSLY EXCLUDED.

Section 2.4.Severability.

In case any provision in this Fifth Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 2.5.Counterparts.

This Fifth Supplemental Indenture may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 2.6.No Benefit.

Nothing in this Fifth Supplemental Indenture, express or implied, shall give to any Person other than the parties hereto and their successors or assigns, and the Holders of the Notes, any benefit or legal or equitable rights, remedy or claim under this Fifth Supplemental Indenture or the Base Indenture.

Section 2.7.No Responsibility of the Trustee.

The Trustee shall not be responsible in any manner whatsoever for or in respect of, and the Trustee makes no representations with respect to, (a) the validity or sufficiency of the Consent Officer's Certificate or this Fifth Supplemental Indenture, (b) the proper authorization hereof by the other parties hereto by corporate action or otherwise, (c) the due execution hereof by any other party hereto, (d) the consequences (direct or indirect and whether deliberate or inadvertent) of the Proposed Amendments provided for herein, (e) the validity or sufficiency of the exchange offer or the consent solicitation, the Exchange Offer Memorandum or any materials or procedures in connection therewith, (f) the form or substance of this Fifth Supplemental Indenture, or (g) the recitals contained herein, all of which recitals are made solely by the Company and the Guarantor. The Trustee enters into this Fifth Supplemental Indenture on the basis of the consent of the Holders referenced in the recitals to this Fifth Supplemental Indenture and evidenced by the Consent Officer's Certificate. All of the provisions contained in the Base Indenture in respect of the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect of this Fifth Supplemental Indenture as fully and with like effect as if set forth herein in full. Each of the Company and the Guarantor hereby reaffirms its obligations under Section 7.7 of the Base Indenture to indemnify the Trustee against any and all loss, liability or expense (including reasonable attorneys' fees) incurred by it

in connection with its execution and performance of this Fifth Supplemental Indenture. This indemnity shall survive the satisfaction and discharge of the Base Indenture and the resignation or removal of the Trustee as expressly provided in Section 7.7 of the Base Indenture.

Section 2.8. Condition of Operation of Amendments.

This Fifth Supplemental Indenture shall be effective as a binding agreement upon execution hereof by the parties hereto; provided, however, that the amendments set forth in Article I hereof shall not become operative until the Company has delivered an Officer's Certificate to the Trustee confirming that the payment of the applicable Early Tender Consideration (as defined in the Exchange Offer Memorandum) has been made to all Holders of the applicable series of Notes (the "Condition Precedent"), upon which Officer's Certificate the Trustee may conclusively rely.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Supplemental Indenture to be duly executed all as of the day and year first above written.

SCHLUMBERGER INVESTMENT S.A.

By: /s/ Colin David Beddall
Name: Colin David Beddall
Title: Class B Director

SCHLUMBERGER LIMITED

By: /s/ Kevin Fyfe
Name: Kevin Fyfe
Title: Vice President and Treasurer

[Signature Page to Fifth Supplemental Indenture]

THE BANK OF NEW YORK MELLON
as Trustee, Registrar, Paying Agent and Transfer Agent

By: /s/ Nathaniel Henkle
Name: Nathaniel Henkle
Title: Agent

[Signature Page to Fifth Supplemental Indenture]

Exhibit 10.1

SCHLUMBERGER 2017 OMNIBUS STOCK INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT

(Includes Confidentiality, Intellectual Property, Non-Competition, And Non-Solicitation Provisions in Section 7 and Attachment I)

Effective Date: [ ]

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

SCHLUMBERGER LIMITED, a Curaçao corporation (the "Company"), hereby grants to the employee named in the Notice of Grant of Award ("Employee") restricted stock units ("Restricted Stock Units" or "RSUs") pursuant to this award agreement (as may be amended, the "Agreement") (the "Award Notice"). Your RSUs are granted pursuant to the Schlumberger 2017 Omnibus Stock Incentive Plan, as may be amended (the "Plan"). Restricted Stock Units are notional units of measurement denominated in shares of common stock of the Company, $.01 par value per share ("Common Stock"). Each Restricted Stock Unit represents a hypothetical share of Common Stock, subject to the conditions and restrictions on transferability set forth herein and in the Plan.

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

(a) Normal Vesting. The Restricted Stock Units will vest over a three (3) year period according to the following schedule ("Vesting Dates"), provided that the Employee has been continuously employed by the Company or any of its Subsidiaries from the Grant Date to each Vesting Date: one-third on the first anniversary of the grant date, one-third on the second anniversary of the grant date, and one-third on the third anniversary of the grant date.

Except as provided in Section 1(b) or 1(c) below, if there is any Termination of Employment (as defined in Section 11 below) during the period from and between the Grant Date until and including the Vesting Date, Employee will immediately and automatically forfeit all Restricted Stock Units that have yet to vest as of such date. Any questions as to whether and when there has been a Termination of Employment, and the cause of such termination, will be resolved by the Committee (as defined in Section 11 below), and its determination will be final.

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

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

of the Committee in the event that Employee engages in Detrimental Activity (as defined in Section 11 below).

2. Settlement of Restricted Stock Units. If Employee's Restricted Stock Units vest in accordance with the normal vesting schedule described in the first sentence of Section 1(a) above or pursuant to Section 1(b) above, payment of vested Restricted Stock Units will be made as soon as administratively practicable, but in no event later than 45 days following the date that the Restricted Stock Units vest (the date of any such payment, the "Settlement Date"). Notwithstanding the foregoing, the Committee may, in its sole and absolute discretion, settle the vested Restricted Stock Units in cash based on the Fair Market Value (as defined in Section 11 below) of the shares of Common Stock on the settlement date.

3. Forfeitures of Restricted Stock Units.

(a) At any time during the Restricted Period, upon a Termination of Employment for any reason that does not result in an acceleration or continuation of vesting pursuant to Section 1, Employee will immediately and automatically forfeit all unvested Restricted Stock Units, without the payment of any consideration. Upon forfeiture, neither Employee nor any successors, heirs, assigns or legal representatives of Employee will thereafter have any further rights or interest in the unvested Restricted Stock Units.

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

4. Restrictions on Transfer.

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

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

5. Rights as a Stockholder. Employee will have no rights as a stockholder of the Company with regard to the Restricted Stock Units. Rights as a stockholder of the Company will arise only if the Restricted Stock Units are settled in shares of Common Stock pursuant to Section 2 above.

6. Taxes 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 Restricted Stock Units, including the grant of the Restricted Stock Units, the vesting of the Restricted Stock Units, the conversion of the Restricted Stock Units into shares of Common Stock or the receipt of any equivalent cash payment, 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 Restricted Stock 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 or (ii) withhold whole shares of Common Stock which would otherwise be delivered to Employee having an aggregate Fair Market Value, determined as of the Tax Date, or 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 Restricted Stock 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 the Employee if Employee fails to comply with his or her obligations in connection with the Tax-Related Items as described herein.

7. Confidential Information, Intellectual Property and Noncompetition. **Employee acknowledges that Employee is in possession of and has access to confidential information of the Company and its Subsidiaries, including material relating to the business, products and services of the Company and its Subsidiaries, and that he or she will continue to have such possession and access during employment by the Company and its Subsidiaries. Employee also acknowledges that the business, products and services of the Company and its Subsidiaries are highly specialized and that it is essential**

that they be protected. Accordingly, Employee agrees to be bound by the terms and conditions set forth on Attachment I, which is incorporated herein by reference, including all rules, procedures, policies and requirements that the Company may promulgate consistent with Attachment I.

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

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

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

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

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

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

11. Definitions.

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

(b) "Award Notice" is defined in the introduction.

(c) "Reserved" is defined in Section 15.

(d) "Code" is defined in Section 1(b).

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

(f) "Common Stock" is defined in the introduction.

(g) "Company" means Schlumberger Limited.

(h) "Detrimental Activity" means activity that is determined by the Committee in its sole and absolute discretion to be detrimental to the interests of the Company or any of its Subsidiaries,

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

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

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

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

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

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

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

(o) "Restricted Period" is defined in Section 1.

(p) "Restricted Stock Units" (or "RSUs") is defined in the introduction.

(q) "Retirement" means either: (i) Employee's voluntary election to retire from employment with the Company and its Subsidiaries at any time after Employee has reached both

the age of 60 and 25 years of service, or (ii) Employee's voluntary election to retire from employment with the Company and its Subsidiaries at any time after Employee has reached both the age of 50 and 20 years of service, subject, however, to the approval of either (A) the Committee, if Employee is an executive officer of the Company at the time of Employee's election to retire, or (B) the Retirement Committee, if Employee is not an executive officer of the Company at the time of Employee's election to retire, which approval under clauses (A) or (B) may be granted or withheld in the sole discretion of the Committee or the Retirement Committee, as applicable.

(r) "Retirement Committee" means a committee consisting of the Company's Chief People Officer, the Director HR Operations and the Director Total Rewards.

(s) "Settlement Date" is defined in Section 2.

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

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

(v) "Transfer" is defined in Section 4(a).

(w)"Vesting Date" is defined in Section 1(a).

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

13.Miscellaneous.

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

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

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

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

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

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

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

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

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

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

15. Reserved.

16. Acceptance of Award. Employee is deemed to accept the award of Restricted Stock Units under this Agreement and to agree that such award is subject to the terms and conditions set forth in this Agreement and the Plan unless Employee provides the Company written notification not later than 30 days after Employee’s receipt of this Agreement of Employee’s rejection of this award of Restricted Stock Units (in which case such awards will be forfeited and Employee will have no further right or interest therein as of such date). 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.

17. Appendix. Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to the additional terms and conditions for your country set forth in Appendix A, Appendix B, and Appendix C attached hereto. Moreover, if you relocate to one of the countries included therein, the terms and conditions for such country will apply to you to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A, Appendix B and Appendix C constitute part of this Agreement.

18. More Information. The Plan and prospectus are both available on-line at the Company's MyShares site. A paper copy of the Plan and prospectus may be obtained by contacting the Stock Department, Schlumberger Limited, [ ] or emailing your request to [ ]@slb.com.

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

19. 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, inceptive plans, positions, duties, qualifications, project knowledge, other valuable confidential information, intellectual property considered by the Company or any of its Affiliates to be confidential, trade secrets, patent applications, and related filings and similar items regardless of whether or not identified as confidential or proprietary. For the purposes of this Attachment I, Company Confidential Information also includes any type of information listed above generated by the Company or any of its Affiliates for client or that has been entrusted to the Company or any of its Affiliates by a client or other third party.

(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.

20. 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 I. In the event of any conflict or ambiguity, this Attachment I prevails.

21. 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 I do not and will not breach any agreement or duty to keep in confidence information, knowledge, or data acquired by Employee outside of Employee's employment with 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.

22. 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.

23. 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 I does not apply to an invention developed by Employee entirely on his or her own time without use of the Company Group's equipment, supplies, facilities, systems, or confidential information, except for inventions that relate to 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 I, or obtained through fraud, negligence, failure to disclose, or incorrect, incomplete, or defective information on an IP Disclosure Form.

24. 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 I 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.

(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.

25. 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.

26. 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 I 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 I will be construed as an agreement independent of any other provision in this Attachment I, and the existence of any claim or cause of action of Employee against the Company or any Affiliate, whether predicated on this Attachment I 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 I for violation of this Attachment I are not the exclusive remedies that the Company or an Affiliate may pursue.

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

28. 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 I 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 I.

(b) This Attachment I 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 I is binding upon Employee's heirs and legal representatives.

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

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

(f) The terms and conditions of this Attachment I 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.

APPENDIX A

SPECIFIC PROVISIONS APPLICABLE TO EMPLOYEES BEING FRENCH TAX RESIDENT (AT THE DATE OF GRANT) OR BECOMING FRENCH TAX RESIDENT (AFTER THE DATE OF GRANT)

This Appendix A includes additional terms and conditions that govern the Restricted Stock Units granted to you under the Plan if, as the case may be, you are Tax resident in France or you are becoming French Tax resident after the date of grant. Defined terms not otherwise defined in this appendix have the meaning provided in the Plan or the sub-plan for France as the case may be.

According to vesting and transfer rules of the Plan, (i) the Restricted Stock Units vest over a three (3) year period according to the following schedule ("Vesting Dates"): provided that the Employee has been continuously employed by the Company or any of its Subsidiaries from the Grant Date to each Vesting Date: one-third on the first anniversary of the grant date, one-third on the second anniversary of the grant date, and one-third on the third anniversary of the grant date (ii) the sale of shares issued pursuant to the conversion of the Restricted Stock Units can occur when the Restricted Stock Units are converted into shares from the Grant Date to each Vesting Date.

We have mutually agreed to convert your grant to the sub-plan for France which governs the Restricted Stock Units granted to employees who are resident of France or who are or may become subject to French tax and provide for specific minimum French law holding period requirements, in line with the rules on Omnibus Stock Incentive Plan for employees in France.

Accordingly, the Restricted Stock Units granted under this French sub-plan will be deemed French Qualified Restricted Stock Units and are intended to be eligible for the specific income and social security tax regime applicable to shares granted for no consideration under the Articles L.225-197-1 to L.225-197-5 of the French Commercial Code.

Employee and the Company agree to comply with the provisions of the French sub-plan and execute such further instruments or to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

Accordingly, Employee irrevocably agrees that (including, for the avoidance of doubt, if such Employee is no longer a French tax resident at the end of the Holding Period as defined below):

(i) the French Qualified Restricted Stock Units shall vest and be delivered one-third on the first anniversary of the grant date, one-third on the second anniversary of the grant date, and one-third on the third anniversary of the grant date;

(ii) all shares related to a French Qualified Restricted Stock Unit which have been delivered prior to the second anniversary of the Grant Date in accordance with the vesting schedule above shall be subject to a holding period till the second year anniversary of the Grant Date (the "Holding Period").

By way of exception, upon Termination of Employment from the Company by reason of Employee's death, (i) all French Qualified Restricted Stock Units that are not vested at that time immediately will become vested in full and (ii) the Company shall issue the underlying shares to the Employee's heirs, at their request, within six months following the death of the Employee. In case of Employee's death or disability (as determined by the Committee in its sole and absolute

discretion, and as defined under article L341-4 of the Social Security Code), the shares shall be freely transferable, subject to the French Closed Periods.

For the avoidance of doubt, (i) none of the vested French Qualified Restricted Stock Units shall be settled in cash and (ii) Employee will have all rights as a stockholder of the Company with regard to the Restricted Stock Units as of the date of delivery of the shares.

The sale of shares issued pursuant to the conversion of the French Qualified Restricted Stock Units may occur as soon as the shares are delivered to the Employee, subject to such Employee complying with the Holding Period for the French Qualified Restricted Stock Units vested before the second anniversary of the Grant Date. However, in no circumstances shares may be sold during the following French Closed Periods:

(a) within the 10 days before or after the publication of the annual accounts;

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

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

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

This Appendix will not affect the validity or enforceability of any other provision of the Agreement.

APPENDIX B

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO PARTICIPANTS IN CHINA SUBJECT TO SAFE

Capitalized terms used but not defined in this Appendix B are defined in the Schlumberger 2017 Omnibus Stock Incentive Plan, as may be amended (the "Plan"), and the Restricted Stock Unit award agreement (the "Agreement").

Introduction.

The following terms and conditions will apply to you to the extent that the Company, in its discretion, determines that your participation in the Plan is subject to exchange control restrictions in the People's Republic of China (the "PRC"), as implemented by the PRC State Administration of Foreign Exchange ("SAFE").

Vesting of RSUs. The following provision supplements Section 1 of the Agreement:

Unless and until the Company has obtained all necessary exchange control or other approvals from SAFE or its local counterpart ("SAFE Approval") with respect to your Restricted Stock Units ("RSUs"), the shares of Common Stock represented by such RSUs will be issued to you as soon as administratively feasible after the Company has obtained SAFE Approval. The Company is under no obligation to issue shares of Common Stock if the Company has not obtained SAFE Approval.

Acceleration on Retirement. The following provision replaces Section 1(c) of the Agreement in its entirety:

(g) Retirement. To allow the Company to comply with PRC exchange control restrictions, upon Termination of Employment from the Company and its Subsidiaries by reason of Employee's Retirement (as defined in Section 11), the Restricted Stock Units will become fully vested, subject to the Company obtaining SAFE Approval before vesting of the Restricted Stock Units.

Settlement of RSUs and Sale of Shares. The following provision supplements Section 2 of the Agreement:

Notwithstanding anything to the contrary in the Plan or this Agreement, you understand and agree that the Company may require any shares of Common Stock that you acquire from vesting of the RSUs to be immediately sold at vesting or, at the Company's discretion, at a later time. The purpose of this is solely to allow the Company to comply with PRC exchange control restrictions.

You understand and agree that any shares of Common Stock acquired by you under Plan must be sold by no later than ninety (90) days after your Termination of Employment, or within any other such time frame as may be permitted by the Company or required by SAFE. Further, you understand that any shares of Common Stock acquired by you under the Plan that have not been sold within ninety (90) days of your termination of employment will be automatically sold by Fidelity (which is the Company's current designated broker) at the Company's direction. For the sake of clarity, any references to Fidelity in this Appendix also refer to any other designated broker the Company may use in the future.

You further agree that the Company is authorized to instruct Fidelity to assist with the mandatory sale of the shares of Common Stock, and you expressly authorize Fidelity to complete the sale of the shares of Common Stock. Your acceptance of this Agreement constitutes your authorization for Fidelity to act on your behalf in the sale of the shares.

You acknowledge that Fidelity is under no obligation to arrange for the sale of shares of Common Stock at any particular price. Upon the sale of the shares of Common Stock, the Company agrees to pay you the cash proceeds from the sale, less any brokerage fees or commissions, in accordance with applicable exchange control laws and regulations, and provided any liability for Tax-Related Items (as defined in Section 6 of the Agreement) has been satisfied.

Due to fluctuations in the Company's share price and the United States Dollar exchange rate between the date that shares are issued to you upon vesting of the RSUs and (if later) the date on which the shares of Common Stock are sold, the sale proceeds may be more or less than the fair market value of the shares of Common Stock on the date the shares are initially issued to you. This date is the relevant date for determining your tax liability. You understand and agree that the Company is not responsible for the amount of any loss you may incur, and that the Company assumes no liability for any fluctuation in the share price or United States Dollar exchange rate.

You further agree that any shares of Common Stock to be issued to you shall be deposited directly into your Fidelity account. You also agree that you may not transfer the deposited shares of Common Stock from your Fidelity account. This limitation will apply both to transfers to different accounts with Fidelity and to transfers to other brokerage firms. The limitation shall apply to all shares of Common Stock issued to you under the Plan, whether or not you continue to be employed by the Company, the Employer or any affiliate of the Company.

Exchange Control Requirements. SAFE rules require that when you sell shares of Common Stock or receive any other cash payments from the shares (*e.g.*, dividends), all such funds must be immediately brought back (*i.e.,* "repatriated") to China through a special exchange control account. To comply with this requirement, the Company will set up the special exchange control account and will facilitate the repatriation of the funds to China where the funds will be delivered to you. By accepting the RSUs, you acknowledge and agree that all funds received from your shares of Stock must be repatriated to China, and you hereby consent and agree that such funds may be transferred to the special exchange control account prior to being delivered to you.

You understand that the sale proceeds (or other funds) may be paid to you in local currency. If the funds are paid in local currency, you acknowledge that neither the Company nor any affiliate is under an obligation to secure any particular currency conversion rate and that the Company (or any affiliate) may face delays in converting the funds to local currency due to exchange control requirements in China. You agree to bear any currency fluctuation risk between the time the shares of Common Stock are sold (or other funds are paid out) and the time the funds are converted into local currency and distributed to you.

You further agree to comply with any other requirements that may be imposed by the Company in the future to facilitate compliance with exchange control requirements in China.

APPENDIX C

U.S. STATE AND COUNTRY-SPECIFIC APPENDICES FOR ATTACHMENT I

Appendix C.1- U.S. State Law

Notwithstanding anything herein to the contrary, if Employee primarily resides or works in any of the U.S. states below, or transfers employment and/or residency after the Grant Date to one of the U.S. states below, then the following terms shall apply to the noncompete and nonsolicit restrictions in Sections 6 and 7 of Attachment I after the date on which Employee ceases to be employed by the Company Group for as long as Employee continues to work or reside in such state.

California

Sections 6 and 7(b) of Attachment I shall not apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to California. For any Employee who primarily resides or works in California, any clause or agreement between Employee and the Company that restricts post-employment competition in California, including but not limited to Sections 6 and 7(b), are hereby rescinded and shall be deemed null and void.

Colorado

Employee acknowledges that Employee was provided with a separate notice of Sections 6 and 7 of Attachment I at least 14 days before the earlier of (1) the effective date of this Agreement or (2) the Grant Date.

Section 6 of Attachment I shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Colorado and earns an amount of compensation equal to or greater than the threshold amount for "highly compensated workers" under Colorado law.

Section 7(b) of Attachment I shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Colorado and earns an amount of compensation equal to or greater than 60% of the threshold amount for "highly compensated workers" under Colorado law.

Georgia

Section 6 of Attachment I shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Georgia and (i) customarily and regularly solicits customers or prospective customers for the Company Group, (ii) customarily and regularly engages in making sales or obtaining orders or contracts for products or services to be performed by others, (iii) has the authority to hire or fire other employees or particular weight is given to Employee's suggestions and recommendations as to the hiring, firing, advancement, promotion, or any other change of status of other employees, or (iv) performs the duties of a "key employee" or professional under Georgia law.

Idaho

Section 6 of Attachment I shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Idaho and performs the duties of a “key employee” under Idaho law.

Illinois

Sections 6 and 7 of Attachment I shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Illinois and: (i) whose actual or expected annualized rate of earnings exceeds the statutory amount set in the Illinois Freedom to Work Act 820 ILCS 90/10, as adjusted in accordance with the Illinois Freedom to Work Act and (ii) who was not laid off or furloughed due to COVID-19 or similar circumstances without appropriate compensation.

Employee acknowledges that: (i) the Company has advised Employee that Employee has the right to consult with an attorney before executing this Agreement, and (ii) Employee was provided with a separate notice of Sections 6 and 7(b) of Attachment I at least 14 days before the earlier of (1) the effective date of this Agreement or (2) the Grant Date or Employee was provided with at least 14 days to review this Agreement. Employee further acknowledges that the Company is in compliance with this provision even if Employee voluntarily elects to sign this Agreement before the expiration of the 14-day period.

Louisiana

For Employees who primarily reside or work in, or transfer employment and/or residency after the Grant Date to Louisiana, the Restricted Territory shall be as described below.

Within the State of 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.

Massachusetts

Section 6 of Attachment I shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Massachusetts and (i) is classified as exempt under the Fair Labor Standards Act, (ii) was not terminated without cause or laid off, (iii) who the Company Group pays on a pro-rata basis during the entirety of the restricted period following the date in which Employee ceases to be employed by the Company Group (but in no event longer than a one (1) year period) an amount equal to fifty percent (50%) of Employee’s highest annualized base salary paid by the Company Group within the two years preceding the date in which Employee ceases to be employed by the Company Group.

Employee acknowledges that Employee was provided with this notice at least 10 days before the effective date of this Agreement. Employee acknowledges that Employee the Company has advised and hereby does advise Employee that Employee has the right to consult with an attorney of his or her choosing before executing this Agreement.

The restriction in Section 6(b) of Attachment I shall be limited to the period of one (1) year following the date on which Employee ceases to be employed by the Company Group, unless Employee has breached his or her fiduciary duty to the Company Group or Employee has unlawfully taken, physically or electronically, property belonging to the Company Group.

Nevada

Section 6 of Attachment I shall not apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Nevada and: (i) is paid solely on an hourly wage basis, exclusive of any tips or gratuities, or (ii) their termination was part of a reduction of force, reorganization, or similar restructuring of the Company Group (unless the Company Group pays Employee's salary, benefits, or equivalent compensation, including severance pay, if any, during the restricted period).

Section 6 of Attachment I shall not restrict Employee from providing a service to a former customer or client if (i) Employee did not solicit the former customer or client; (ii) the customer or client voluntarily chose to leave and sought Employee's services; and (iii) Employee has otherwise complied with Section 6 of Attachment I regarding time, geographic area, and scope of the restrained activity, other than any limitation on providing services to a former customer or client of the Company Group who seeks the services of Employee without any contact instigated by Employee.

North Dakota

Sections 6 and 7(b) of Attachment I shall not apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to North Dakota.

Oklahoma

Section 6 of Attachment I shall not apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Oklahoma.

Appendix C.2 – United Arab Emirates

Notwithstanding anything herein to the contrary, if Employee primarily resides or works in the United Arab Emirates, or transfers employment and/or residency after the Grant Date to the United Arab Emirates, then the following terms shall apply to the noncompete and nonsolicit restrictions in Sections 6 and 7 of Attachment I after the date on which Employee ceases to be employed by the Company Group for as long as Employee continues to work or reside in such state.

The Restricted Territory shall be as described below.

The Emirate of Dubai (including but not limited to the Dubai International Financial Centre) and the Emirate of Abu Dhabi (including but not limited to the Abu Dhabi Global Market).

The following clause in Section 6(b) of Attachment I is hereby rescinded and shall be deemed null and void:

In the event of breach by Employee, the specified period will be extended by the period of time of the breach.

The restriction in Section 7 of Attachment I shall be limited to the period of twelve (12) months following the date on which Employee ceases to be employed by the Company Group.

The following clause in Section 7(a) of Attachment I is hereby rescinded and shall be deemed null and void:

In the event of breach by Employee, the specified period will be extended by the period of time of the breach.

Appendix C.3 – Saudi Arabia

Notwithstanding anything herein to the contrary, if Employee primarily resides or works in Saudi Arabia, or transfers employment and/or residency after the Grant Date to Saudi Arabia, then the following terms shall apply to the confidential information, noncompete and nonsolicit restrictions in Sections 3, 6 and 7 of Attachment I after the date on which Employee ceases to be employed by the Company Group for as long as Employee continues to work or reside in such state.

The restriction in Section 3(c) of Attachment I shall only apply for 50 years following the termination of the Employee's employment.

The Restricted Territory shall be as described below.

Dhahran, Khobar, Dammam, Udhailiyahh, Khafji, or King Salman Energy Park (SPARK).

The restriction in Section 7(a) of Attachment I shall be limited to employees, consultants, or contractors:

(1)

(a) with whom Employee had contact or business dealings while employed by the Company and its Affiliates;

(b) who worked in Employee's business unit (Group); or

(c) about whom Employee had access to confidential information.

and

(2) who were engaged or employed by the Company or its Affiliates in Saudi Arabia on the date in which Employee ceases to be employed by the Company Group or was engaged or employed by the Company or its Affiliates in Saudi Arabia during the twelve (12)-month period immediately preceding the date on which Employee ceases to be employed by the Company Group.

Exhibit 10.2

SCHLUMBERGER 2017 OMNIBUS STOCK INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT

(Includes Confidentiality, Intellectual Property, Non-Competition, And Non-Solicitation Provisions in Section 7 and Attachment I)

Effective Date: [ ], 20[ ]

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

SCHLUMBERGER LIMITED, a Curaçao corporation (the "Company"), hereby grants to the employee named in the Notice of Grant of Award ("Employee") restricted stock units ("Restricted Stock Units" or "RSUs") pursuant to this award agreement (as may be amended, the "Agreement") (the "Award Notice"). Your RSUs are granted pursuant to the Schlumberger 2017 Omnibus Stock Incentive Plan, as may be amended (the "Plan"). Restricted Stock Units are notional units of measurement denominated in shares of common stock of the Company, $.01 par value per share ("Common Stock"). Each Restricted Stock Unit represents a hypothetical share of Common Stock, subject to the conditions and restrictions on transferability set forth herein and in the Plan.

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

(a) Normal Vesting. The Restricted Stock Units will vest in a single vesting on the third anniversary of the Grant Date ("Vesting Date"), provided that the Employee has been continuously employed by the Company or any of its Subsidiaries from the Grant Date to the Vesting Date.

Except as provided in Section 1(b) or 1(c) below, if there is any Termination of Employment (as defined in Section 11 below) during the period from and between the Grant Date until and including the Vesting Date, Employee will immediately and automatically forfeit all Restricted Stock Units that have yet to vest as of such date. Any questions as to whether and when there has been a Termination of Employment, and the cause of such termination, will be resolved by the Committee (as defined in Section 11 below), and its determination will be final.

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

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

of the Committee in the event that Employee engages in Detrimental Activity (as defined in Section 11 below).

2. Settlement of Restricted Stock Units. If Employee's Restricted Stock Units vest in accordance with the normal vesting schedule described in the first sentence of Section 1(a) above or pursuant to Section 1(b) above, payment of vested Restricted Stock Units will be made as soon as administratively practicable, but in no event later than 45 days following the date that the Restricted Stock Units vest (the date of any such payment, the "Settlement Date"). Notwithstanding the foregoing, the Committee may, in its sole and absolute discretion, settle the vested Restricted Stock Units in cash based on the Fair Market Value (as defined in Section 11 below) of the shares of Common Stock on the settlement date.

3. Forfeitures of Restricted Stock Units.

(a) At any time during the Restricted Period, upon a Termination of Employment for any reason that does not result in an acceleration or continuation of vesting pursuant to Section 1, Employee will immediately and automatically forfeit all unvested Restricted Stock Units, without the payment of any consideration. Upon forfeiture, neither Employee nor any successors, heirs, assigns or legal representatives of Employee will thereafter have any further rights or interest in the unvested Restricted Stock Units.

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

4. Restrictions on Transfer.

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

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

5. Rights as a Stockholder. Employee will have no rights as a stockholder of the Company with regard to the Restricted Stock Units. Rights as a stockholder of the Company will arise only if the Restricted Stock Units are settled in shares of Common Stock pursuant to Section 2 above.

6. Taxes 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 Restricted Stock Units, including the grant of the Restricted Stock Units, the vesting of the Restricted Stock Units, the conversion of the Restricted Stock Units into shares of Common Stock or the receipt of any equivalent cash payment, 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 Restricted Stock 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 or (ii) withhold whole shares of Common Stock which would otherwise be delivered to Employee having an aggregate Fair Market Value, determined as of the Tax Date, or 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 Restricted Stock 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 the Employee if Employee fails to comply with his or her obligations in connection with the Tax-Related Items as described herein.

7. Confidential Information, Intellectual Property and Noncompetition. **Employee acknowledges that Employee is in possession of and has access to confidential information of the Company and its Subsidiaries, including material relating to the business, products and services of the Company and its Subsidiaries, and that he or she will continue to have such possession and access during employment by the Company and its Subsidiaries. Employee also acknowledges that the business, products and services of the Company and its Subsidiaries are highly specialized and that it is essential**

that they be protected. Accordingly, Employee agrees to be bound by the terms and conditions set forth on Attachment I, which is incorporated herein by reference, including all rules, procedures, policies and requirements that the Company may promulgate consistent with Attachment I.

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

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

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

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

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

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

11. Definitions.

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

(b) "Award Notice" is defined in the introduction.

(c) "Reserved" is defined in Section 15.

(d) "Code" is defined in Section 1(b).

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

(f) "Common Stock" is defined in the introduction.

(g) "Company" means Schlumberger Limited.

(h) "Detrimental Activity" means activity that is determined by the Committee in its sole and absolute discretion to be detrimental to the interests of the Company or any of its Subsidiaries,

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

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

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

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

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

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

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

(o) "Restricted Period" is defined in Section 1.

(p) "Restricted Stock Units" (or "RSUs") is defined in the introduction.

(q) "Retirement" means either: (i) Employee's voluntary election to retire from employment with the Company and its Subsidiaries at any time after Employee has reached both

the age of 60 and 25 years of service, or (ii) Employee's voluntary election to retire from employment with the Company and its Subsidiaries at any time after Employee has reached both the age of 50 and 20 years of service, subject, however, to the approval of either (A) the Committee, if Employee is an executive officer of the Company at the time of Employee's election to retire, or (B) the Retirement Committee, if Employee is not an executive officer of the Company at the time of Employee's election to retire, which approval under clauses (A) or (B) may be granted or withheld in the sole discretion of the Committee or the Retirement Committee, as applicable.

(r) "Retirement Committee" means a committee consisting of the Company's Chief People Officer, the Director HR Operations and the Director Total Rewards.

(s) "Settlement Date" is defined in Section 2.

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

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

(v) "Transfer" is defined in Section 4(a).

(w)"Vesting Date" is defined in Section 1(a).

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

13.Miscellaneous.

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

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

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

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

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

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

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

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

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

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

15. Reserved.

16. Acceptance of Award. Employee is deemed to accept the award of Restricted Stock Units under this Agreement and to agree that such award is subject to the terms and conditions set forth in this Agreement and the Plan unless Employee provides the Company written notification not later than 30 days after Employee’s receipt of this Agreement of Employee’s rejection of this award of Restricted Stock Units (in which case such awards will be forfeited and Employee will have no further right or interest therein as of such date). 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.

17. Appendix. Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to the additional terms and conditions for your country set forth in Appendix A, Appendix B, and Appendix C attached hereto. Moreover, if you relocate to one of the countries included therein, the terms and conditions for such country will apply to you to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A, Appendix B and Appendix C constitute part of this Agreement.

18. More Information. The Plan and prospectus are both available on-line at the Company's MyShares site. A paper copy of the Plan and prospectus may be obtained by contacting the Stock Department, Schlumberger Limited, [ ] or emailing your request to [ ]@slb.com.

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

19. 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, inceptive plans, positions, duties, qualifications, project knowledge, other valuable confidential information, intellectual property considered by the Company or any of its Affiliates to be confidential, trade secrets, patent applications, and related filings and similar items regardless of whether or not identified as confidential or proprietary. For the purposes of this Attachment I, Company Confidential Information also includes any type of information listed above generated by the Company or any of its Affiliates for client or that has been entrusted to the Company or any of its Affiliates by a client or other third party.

(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.

20. 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 I. In the event of any conflict or ambiguity, this Attachment I prevails.

21. 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 I do not and will not breach any agreement or duty to keep in confidence information, knowledge, or data acquired by Employee outside of Employee’s employment with 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.

22. 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.

23. 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 I does not apply to an invention developed by Employee entirely on his or her own time without use of the Company Group's equipment, supplies, facilities, systems, or confidential information, except for inventions that relate to 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 I, or obtained through fraud, negligence, failure to disclose, or incorrect, incomplete, or defective information on an IP Disclosure Form.

24. 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 I 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.

(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.

25. 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.

26. 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 I 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 I will be construed as an agreement independent of any other provision in this Attachment I, and the existence of any claim or cause of action of Employee against the Company or any Affiliate, whether predicated on this Attachment I 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 I for violation of this Attachment I are not the exclusive remedies that the Company or an Affiliate may pursue.

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

28. 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 I 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 I.

(b) This Attachment I 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 I is binding upon Employee's heirs and legal representatives.

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

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

(f) The terms and conditions of this Attachment I 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.

APPENDIX A

SPECIFIC PROVISIONS APPLICABLE TO EMPLOYEES BEING FRENCH TAX RESIDENT (AT THE DATE OF GRANT) OR BECOMING FRENCH TAX RESIDENT (AFTER THE DATE OF GRANT)

This Appendix A includes additional terms and conditions that govern the Restricted Stock Units granted to you under the Plan if, as the case may be, you are Tax resident in France or you are becoming French Tax resident after the date of grant. Defined terms not otherwise defined in this appendix have the meaning provided in the Plan or the sub-plan for France as the case may be.

According to vesting and transfer rules of the Plan, (i) the Restricted Stock Units vest over a three (3) year period according to the following schedule ("Vesting Dates") : provided that the Employee has been continuously employed by the Company or any of its Subsidiaries from the Grant Date to each Vesting Date: one-third on the first anniversary of the grant date, one-third on the second anniversary of the grant date, and one-third on the third anniversary of the grant date (ii) the sale of shares issued pursuant to the conversion of the Restricted Stock Units can occur when the Restricted Stock Units are converted into shares from the Grant Date to each Vesting Date.

We have mutually agreed to convert your grant to the sub-plan for France which governs the Restricted Stock Units granted to employees who are resident of France or who are or may become subject to French tax and provide for specific minimum French law holding period requirements, in line with the rules on Omnibus Stock Incentive Plan for employees in France.

Accordingly, the Restricted Stock Units granted under this French sub-plan will be deemed French Qualified Restricted Stock Units and are intended to be eligible for the specific income and social security tax regime applicable to shares granted for no consideration under the Articles L.225-197-1 to L.225-197-5 of the French Commercial Code.

Employee and the Company agree to comply with the provisions of the French sub-plan and execute such further instruments or to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

Accordingly, Employee irrevocably agrees that (including, for the avoidance of doubt, if such Employee is no longer a French tax resident at the end of the Holding Period as defined below):

(i) the French Qualified Restricted Stock Units shall vest and be delivered one-third on the first anniversary of the grant date, one-third on the second anniversary of the grant date, and one-third on the third anniversary of the grant date;

(ii) all shares related to a French Qualified Restricted Stock Unit which have been delivered prior to the second anniversary of the Grant Date in accordance with the vesting schedule above shall be subject to a holding period till the second year anniversary of the Grant Date (the "Holding Period").

By way of exception, upon Termination of Employment from the Company by reason of Employee's death, (i) all French Qualified Restricted Stock Units that are not vested at that time immediately will become vested in full and (ii) the Company shall issue the underlying shares to the Employee's heirs, at their request, within six months following the death of the Employee. In case of Employee's death or disability (as determined by the Committee in its sole and absolute

discretion, and as defined under article L341-4 of the Social Security Code), the shares shall be freely transferable, subject to the French Closed Periods.

For the avoidance of doubt, (i) none of the vested French Qualified Restricted Stock Units shall be settled in cash and (ii) Employee will have all rights as a stockholder of the Company with regard to the Restricted Stock Units as of the date of delivery of the shares.

The sale of shares issued pursuant to the conversion of the French Qualified Restricted Stock Units may occur as soon as the shares are delivered to the Employee, subject to such Employee complying with the Holding Period for the French Qualified Restricted Stock Units vested before the second anniversary of the Grant Date. However, in no circumstances shares may be sold during the following French Closed Periods:

(a) within the 10 days before or after the publication of the annual accounts;

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

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

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

This Appendix will not affect the validity or enforceability of any other provision of the Agreement.

APPENDIX B

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO PARTICIPANTS IN CHINA SUBJECT TO SAFE

Capitalized terms used but not defined in this Appendix B are defined in the Schlumberger 2017 Omnibus Stock Incentive Plan, as may be amended (the "Plan"), and the Restricted Stock Unit award agreement (the "Agreement").

Introduction.

The following terms and conditions will apply to you to the extent that the Company, in its discretion, determines that your participation in the Plan is subject to exchange control restrictions in the People's Republic of China (the "PRC"), as implemented by the PRC State Administration of Foreign Exchange ("SAFE").

Vesting of RSUs. The following provision supplements Section 1 of the Agreement:

Unless and until the Company has obtained all necessary exchange control or other approvals from SAFE or its local counterpart ("SAFE Approval") with respect to your Restricted Stock Units ("RSUs"), the shares of Common Stock represented by such RSUs will be issued to you as soon as administratively feasible after the Company has obtained SAFE Approval. The Company is under no obligation to issue shares of Common Stock if the Company has not obtained SAFE Approval.

Acceleration on Retirement. The following provision replaces Section 1(c) of the Agreement in its entirety:

(g) Retirement. To allow the Company to comply with PRC exchange control restrictions, upon Termination of Employment from the Company and its Subsidiaries by reason of Employee's Retirement (as defined in Section 11), the Restricted Stock Units will become fully vested, subject to the Company obtaining SAFE Approval before vesting of the Restricted Stock Units.

Settlement of RSUs and Sale of Shares. The following provision supplements Section 2 of the Agreement:

Notwithstanding anything to the contrary in the Plan or this Agreement, you understand and agree that the Company may require any shares of Common Stock that you acquire from vesting of the RSUs to be immediately sold at vesting or, at the Company's discretion, at a later time. The purpose of this is solely to allow the Company to comply with PRC exchange control restrictions.

You understand and agree that any shares of Common Stock acquired by you under Plan must be sold by no later than ninety (90) days after your Termination of Employment, or within any other such time frame as may be permitted by the Company or required by SAFE. Further, you understand that any shares of Common Stock acquired by you under the Plan that have not been sold within ninety (90) days of your termination of employment will be automatically sold by Fidelity (which is the Company's current designated broker) at the Company's direction. For the sake of clarity, any references to Fidelity in this Appendix also refer to any other designated broker the Company may use in the future.

You further agree that the Company is authorized to instruct Fidelity to assist with the mandatory sale of the shares of Common Stock, and you expressly authorize Fidelity to complete the sale of the shares of Common Stock. Your acceptance of this Agreement constitutes your authorization for Fidelity to act on your behalf in the sale of the shares.

You acknowledge that Fidelity is under no obligation to arrange for the sale of shares of Common Stock at any particular price. Upon the sale of the shares of Common Stock, the Company agrees to pay you the cash proceeds from the sale, less any brokerage fees or commissions, in accordance with applicable exchange control laws and regulations, and provided any liability for Tax-Related Items (as defined in Section 6 of the Agreement) has been satisfied.

Due to fluctuations in the Company's share price and the United States Dollar exchange rate between the date that shares are issued to you upon vesting of the RSUs and (if later) the date on which the shares of Common Stock are sold, the sale proceeds may be more or less than the fair market value of the shares of Common Stock on the date the shares are initially issued to you. This date is the relevant date for determining your tax liability. You understand and agree that the Company is not responsible for the amount of any loss you may incur, and that the Company assumes no liability for any fluctuation in the share price or United States Dollar exchange rate.

You further agree that any shares of Common Stock to be issued to you shall be deposited directly into your Fidelity account. You also agree that you may not transfer the deposited shares of Common Stock from your Fidelity account. This limitation will apply both to transfers to different accounts with Fidelity and to transfers to other brokerage firms. The limitation shall apply to all shares of Common Stock issued to you under the Plan, whether or not you continue to be employed by the Company, the Employer or any affiliate of the Company.

Exchange Control Requirements. SAFE rules require that when you sell shares of Common Stock or receive any other cash payments from the shares (*e.g.*, dividends), all such funds must be immediately brought back (*i.e.,* "repatriated") to China through a special exchange control account. To comply with this requirement, the Company will set up the special exchange control account and will facilitate the repatriation of the funds to China where the funds will be delivered to you. By accepting the RSUs, you acknowledge and agree that all funds received from your shares of Stock must be repatriated to China, and you hereby consent and agree that such funds may be transferred to the special exchange control account prior to being delivered to you.

You understand that the sale proceeds (or other funds) may be paid to you in local currency. If the funds are paid in local currency, you acknowledge that neither the Company nor any affiliate is under an obligation to secure any particular currency conversion rate and that the Company (or any affiliate) may face delays in converting the funds to local currency due to exchange control requirements in China. You agree to bear any currency fluctuation risk between the time the shares of Common Stock are sold (or other funds are paid out) and the time the funds are converted into local currency and distributed to you.

You further agree to comply with any other requirements that may be imposed by the Company in the future to facilitate compliance with exchange control requirements in China.

APPENDIX C

U.S. STATE AND COUNTRY-SPECIFIC APPENDICES FOR ATTACHMENT I

Appendix C.1- U.S. State Law

Notwithstanding anything herein to the contrary, if Employee primarily resides or works in any of the U.S. states below, or transfers employment and/or residency after the Grant Date to one of the U.S. states below, then the following terms shall apply to the noncompete and nonsolicit restrictions in Sections 6 and 7 of Attachment I after the date on which Employee ceases to be employed by the Company Group for as long as Employee continues to work or reside in such state.

California

Sections 6 and 7(b) of Attachment I shall not apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to California. For any Employee who primarily resides or works in California, any clause or agreement between Employee and the Company that restricts post-employment competition in California, including but not limited to Sections 6 and 7(b), are hereby rescinded and shall be deemed null and void.

Colorado

Employee acknowledges that Employee was provided with a separate notice of Sections 6 and 7 of Attachment I at least 14 days before the earlier of (1) the effective date of this Agreement or (2) the Grant Date.

Section 6 of Attachment I shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Colorado and earns an amount of compensation equal to or greater than the threshold amount for "highly compensated workers" under Colorado law.

Section 7(b) of Attachment I shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Colorado and earns an amount of compensation equal to or greater than 60% of the threshold amount for "highly compensated workers" under Colorado law.

Georgia

Section 6 of Attachment I shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Georgia and (i) customarily and regularly solicits customers or prospective customers for the Company Group, (ii) customarily and regularly engages in making sales or obtaining orders or contracts for products or services to be performed by others, (iii) has the authority to hire or fire other employees or particular weight is given to Employee's suggestions and recommendations as to the hiring, firing, advancement, promotion, or any other change of status of other employees, or (iv) performs the duties of a "key employee" or professional under Georgia law.

Idaho

Section 6 of Attachment I shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Idaho and performs the duties of a “key employee” under Idaho law.

Illinois

Sections 6 and 7 of Attachment I shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Illinois and: (i) whose actual or expected annualized rate of earnings exceeds the statutory amount set in the Illinois Freedom to Work Act 820 ILCS 90/10, as adjusted in accordance with the Illinois Freedom to Work Act and (ii) who was not laid off or furloughed due to COVID-19 or similar circumstances without appropriate compensation.

Employee acknowledges that: (i) the Company has advised Employee that Employee has the right to consult with an attorney before executing this Agreement, and (ii) Employee was provided with a separate notice of Sections 6 and 7(b) of Attachment I at least 14 days before the earlier of (1) the effective date of this Agreement or (2) the Grant Date or Employee was provided with at least 14 days to review this Agreement. Employee further acknowledges that the Company is in compliance with this provision even if Employee voluntarily elects to sign this Agreement before the expiration of the 14-day period.

Louisiana

For Employees who primarily reside or work in, or transfer employment and/or residency after the Grant Date to Louisiana, the Restricted Territory shall be as described below.

Within the State of 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.

Massachusetts

Section 6 of Attachment I shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Massachusetts and (i) is classified as exempt under the Fair Labor Standards Act, (ii) was not terminated without cause or laid off, (iii) who the Company Group pays on a pro-rata basis during the entirety of the restricted period following the date in which Employee ceases to be employed by the Company Group (but in no event longer than a one (1) year period) an amount equal to fifty percent (50%) of Employee’s highest annualized base salary paid by the Company Group within the two years preceding the date in which Employee ceases to be employed by the Company Group.

Employee acknowledges that Employee was provided with this notice at least 10 days before the effective date of this Agreement. Employee acknowledges that Employee the Company has advised and hereby does advise Employee that Employee has the right to consult with an attorney of his or her choosing before executing this Agreement.

The restriction in Section 6(b) of Attachment I shall be limited to the period of one (1) year following the date on which Employee ceases to be employed by the Company Group, unless Employee has breached his or her fiduciary duty to the Company Group or Employee has unlawfully taken, physically or electronically, property belonging to the Company Group.

Nevada

Section 6 of Attachment I shall not apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Nevada and: (i) is paid solely on an hourly wage basis, exclusive of any tips or gratuities, or (ii) their termination was part of a reduction of force, reorganization, or similar restructuring of the Company Group (unless the Company Group pays Employee's salary, benefits, or equivalent compensation, including severance pay, if any, during the restricted period).

Section 6 of Attachment I shall not restrict Employee from providing a service to a former customer or client if (i) Employee did not solicit the former customer or client; (ii) the customer or client voluntarily chose to leave and sought Employee's services; and (iii) Employee has otherwise complied with Section 6 of Attachment I regarding time, geographic area, and scope of the restrained activity, other than any limitation on providing services to a former customer or client of the Company Group who seeks the services of Employee without any contact instigated by Employee.

North Dakota

Sections 6 and 7(b) of Attachment I shall not apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to North Dakota.

Oklahoma

Section 6 of Attachment I shall not apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Oklahoma.

Appendix C.2 - United Arab Emirates

Notwithstanding anything herein to the contrary, if Employee primarily resides or works in the United Arab Emirates, or transfers employment and/or residency after the Grant Date to the United Arab Emirates, then the following terms shall apply to the noncompete and nonsolicit restrictions in Sections 6 and 7 of Attachment I after the date on which Employee ceases to be employed by the Company Group for as long as Employee continues to work or reside in such state.

The Restricted Territory shall be as described below.

The Emirate of Dubai (including but not limited to the Dubai International Financial Centre) and the Emirate of Abu Dhabi (including but not limited to the Abu Dhabi Global Market).

The following clause in Section 6(b) of Attachment I is hereby rescinded and shall be deemed null and void:

In the event of breach by Employee, the specified period will be extended by the period of time of the breach.

The restriction in Section 7 of Attachment I shall be limited to the period of twelve (12) months following the date on which Employee ceases to be employed by the Company Group.

The following clause in Section 7(a) of Attachment I is hereby rescinded and shall be deemed null and void:

In the event of breach by Employee, the specified period will be extended by the period of time of the breach.

Appendix C.3 - Saudi Arabia

Notwithstanding anything herein to the contrary, if Employee primarily resides or works in Saudi Arabia, or transfers employment and/or residency after the Grant Date to Saudi Arabia, then the following terms shall apply to the confidential information, noncompete and nonsolicit restrictions in Sections 3, 6 and 7 of Attachment I after the date on which Employee ceases to be employed by the Company Group for as long as Employee continues to work or reside in such state.

The restriction in Section 3(c) of Attachment I shall only apply for 50 years following the termination of the Employee's employment.

The Restricted Territory shall be as described below.

Dhahran, Khobar, Dammam, Udhailiyahh, Khafji, or King Salman Energy Park (SPARK).

The restriction in Section 7(a) of Attachment I shall be limited to employees, consultants, or contractors:

(1)

(a) with whom Employee had contact or business dealings while employed by the Company and its Affiliates;

(b) who worked in Employee’s business unit (Group); or

(c) about whom Employee had access to confidential information.

and

(2) who were engaged or employed by the Company or its Affiliates in Saudi Arabia on the date in which Employee ceases to be employed by the Company Group or was engaged or employed by the Company or its Affiliates in Saudi Arabia during the twelve (12)-month period immediately preceding the date on which Employee ceases to be employed by the Company Group.

Exhibit 10.3

20[ ] PERFORMANCE SHARE UNIT AWARD AGREEMENT
(BASED ON FREE CASH FLOW MARGIN PERFORMANCE)
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: 20[ ], 20[ ] and 20[ ]

This Performance Share Unit Award Agreement (as may be amended, the "Agreement") is granted to you ("Employee") effective as of [ ], 20[ ] (the "Grant Date") by Schlumberger Limited (the "Company"), 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. 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, 20[ ] to December 31, 20[ ] is the "Free Cash Flow 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 20[ ], 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 Free Cash Flow 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 Free Cash Flow 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 any Direct Competitor (as defined in Section 12(g) below); (iii) engages or employs, or solicits or contacts with a view to the engagement or employment of, any employee of the Company or its Subsidiaries; (iv) 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 Vesting Date; (v) 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 (vi) 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, NOV Inc., and any other oilfield equipment and services entity; and (ii) any entity engaged in seismic processing and reservoir geosciences services to the oil and natural gas industry, including in all cases in clause (i) and this clause (ii), 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 50 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 Company's Chief People Officer, the Director of HR Operations and the Director of Total Rewards.

(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) "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.

16. Appendix. Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to the additional terms and conditions for your country set forth in Appendix A and Appendix B attached hereto. Moreover, if you relocate to one of the countries included therein, the terms and conditions for such country will apply to you to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A and Appendix B constitute part of this Agreement.

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 from January 1, 20[ ] to December 31, 20[ ] as a percentage of cumulative revenue generated by the Company from January 1, 20[ ] to December 31, 20[ ].

"Free cash flow" is defined as the Company's cash flow from operations, less capital expenditures, investments in Asset Performance Solutions ("APS") projects, and exploration data costs capitalized.

[Redacted]

The Committee has the discretion to adjust the free cash flow to take into account the effects of significant cash inflows or outflows that are not necessarily representative of the underlying business operations.

Performance/Payout

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).

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 [ ]% of the Target Performance Share Units.

FCF as Percentage of Cumulative Revenue	**Payout Factor for Vested Performance Share Units (before Relative TSR Adjustment)**
[ ]%	[ ]% of Target
[ ]%	[ ]% of Target
≥[ ]%	[ ]% of Target

Interpretation

In the event of any ambiguity or discrepancy in this Agreement (including this Attachment I), the determination of the Committee shall be final and binding.

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

17. Definitions.

"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.

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

"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.

"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.

"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.

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.

Confidential Information.

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.

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.

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.

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.

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.

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.

Disclosure of Intellectual Property.

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.

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.

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.

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.

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.

Assignment of Intellectual Property.

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.

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.

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.

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.

Non-Competition.

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.

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.

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.

Non-Solicitation.

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.

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.

Remedies for Employee's Breach.

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.**

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.

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.

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.

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.

Miscellaneous.

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.

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.

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.

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.

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.

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.

APPENDIX A

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO PARTICIPANTS IN CHINA SUBJECT TO SAFE

Capitalized terms used but not defined in this Appendix B are defined in the Schlumberger 2017 Omnibus Stock Incentive Plan, as may be amended (the "Plan"), and the Restricted Stock Unit award agreement (the "Agreement").

Introduction.

The following terms and conditions will apply to you to the extent that the Company, in its discretion, determines that your participation in the Plan is subject to exchange control restrictions in the People's Republic of China (the "PRC"), as implemented by the PRC State Administration of Foreign Exchange ("SAFE").

Vesting of RSUs. The following provision supplements Section 1 of the Agreement:

Unless and until the Company has obtained all necessary exchange control or other approvals from SAFE or its local counterpart ("SAFE Approval") with respect to your Restricted Stock Units ("RSUs"), the shares of Common Stock represented by such RSUs will be issued to you as soon as administratively feasible after the Company has obtained SAFE Approval. The Company is under no obligation to issue shares of Common Stock if the Company has not obtained SAFE Approval.

Acceleration on Retirement. The following provision replaces Section 1(c) of the Agreement in its entirety:

(a) Retirement. To allow the Company to comply with PRC exchange control restrictions, upon Termination of Employment from the Company and its Subsidiaries by reason of Employee's Retirement (as defined in Section 11), the Restricted Stock Units will become fully vested, subject to the Company obtaining SAFE Approval before vesting of the Restricted Stock Units.

Settlement of RSUs and Sale of Shares. The following provision supplements Section 2 of the Agreement:

Notwithstanding anything to the contrary in the Plan or this Agreement, you understand and agree that the Company may require any shares of Common Stock that you acquire from vesting of the RSUs to be immediately sold at vesting or, at the Company's discretion, at a later time. The purpose of this is solely to allow the Company to comply with PRC exchange control restrictions.

You understand and agree that any shares of Common Stock acquired by you under Plan must be sold by no later than ninety (90) days after your Termination of Employment, or within any other such time frame as may be permitted by the Company or required by SAFE. Further, you understand that any shares of Common Stock acquired by you under the Plan that have not been sold within ninety (90) days of your termination of employment will be automatically sold by Fidelity (which is the Company's current designated broker) at the Company's direction. For the sake of clarity, any references to Fidelity in this Appendix also refer to any other designated broker the Company may use in the future.

You further agree that the Company is authorized to instruct Fidelity to assist with the mandatory sale of the shares of Common Stock, and you expressly authorize Fidelity to complete the sale of the shares of Common Stock. Your acceptance of this Agreement constitutes your authorization for Fidelity to act on your behalf in the sale of the shares.

You acknowledge that Fidelity is under no obligation to arrange for the sale of shares of Common Stock at any particular price. Upon the sale of the shares of Common Stock, the Company agrees to pay you the cash proceeds from the sale, less any brokerage fees or commissions, in accordance with applicable exchange control laws and regulations, and provided any liability for Tax-Related Items (as defined in Section 6 of the Agreement) has been satisfied.

Due to fluctuations in the Company's share price and the United States Dollar exchange rate between the date that shares are issued to you upon vesting of the RSUs and (if later) the date on which the shares of Common Stock are sold, the sale proceeds may be more or less than the fair market value of the shares of Common Stock on the date the shares are initially issued to you. This date is the relevant date for determining your tax liability. You understand and agree that the Company is not responsible for the amount of any loss you may incur, and that the Company assumes no liability for any fluctuation in the share price or United States Dollar exchange rate.

You further agree that any shares of Common Stock to be issued to you shall be deposited directly into your Fidelity account. You also agree that you may not transfer the deposited shares of Common Stock from your Fidelity account. This limitation will apply both to transfers to different accounts with Fidelity and to transfers to other brokerage firms. The limitation shall apply to all shares of Common Stock issued to you under the Plan, whether or not you continue to be employed by the Company, the Employer or any affiliate of the Company.

Exchange Control Requirements. SAFE rules require that when you sell shares of Common Stock or receive any other cash payments from the shares (*e.g.*, dividends), all such funds must be immediately brought back (*i.e.,* "repatriated") to China through a special exchange control account. To comply with this requirement, the Company will set up the special exchange control account and will facilitate the repatriation of the funds to China where the funds will be delivered to you. By accepting the RSUs, you acknowledge and agree that all funds received from your shares of Stock must be repatriated to China, and you hereby consent and agree that such funds may be transferred to the special exchange control account prior to being delivered to you.

You understand that the sale proceeds (or other funds) may be paid to you in local currency. If the funds are paid in local currency, you acknowledge that neither the Company nor any affiliate is under an obligation to secure any particular currency conversion rate and that the Company (or any affiliate) may face delays in converting the funds to local currency due to exchange control requirements in China. You agree to bear any currency fluctuation risk between the time the shares of Common Stock are sold (or other funds are paid out) and the time the funds are converted into local currency and distributed to you.

You further agree to comply with any other requirements that may be imposed by the Company in the future to facilitate compliance with exchange control requirements in China.

APPENDIX B

U.S. STATE AND COUNTRY-SPECIFIC APPENDICES FOR ATTACHMENT II

Appendix B.1- U.S. State Law

Notwithstanding anything herein to the contrary, if Employee primarily resides or works in any of the U.S. states below, or transfers employment and/or residency after the Grant Date to one of the U.S. states below, then the following terms shall apply to the noncompete and nonsolicit restrictions in Sections 6 and 7 of Attachment II after the date on which Employee ceases to be employed by the Company Group for as long as Employee continues to work or reside in such state.

California

Sections 6 and 7(b) of Attachment II shall not apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to California. For any Employee who primarily resides or works in California, any clause or agreement between Employee and the Company that restricts post-employment competition in California, including but not limited to Sections 6 and 7(b), are hereby rescinded and shall be deemed null and void.

Colorado

Employee acknowledges that Employee was provided with a separate notice of Sections 6 and 7 of Attachment II at least 14 days before the earlier of (1) the effective date of this Agreement or (2) the Grant Date.

Section 6 of Attachment II shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Colorado and earns an amount of compensation equal to or greater than the threshold amount for "highly compensated workers" under Colorado law.

Section 7(b) of Attachment II shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Colorado and earns an amount of compensation equal to or greater than 60% of the threshold amount for "highly compensated workers" under Colorado law.

Georgia

Section 6 of Attachment II shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Georgia and (i) customarily and regularly solicits customers or prospective customers for the Company Group, (ii) customarily and regularly engages in making sales or obtaining orders or contracts for products or services to be performed by others, (iii) has the authority to hire or fire other employees or particular weight is given to Employee's suggestions and recommendations as to the hiring, firing, advancement, promotion, or any other change of status of other employees, or (iv) performs the duties of a "key employee" or professional under Georgia law.

Idaho

Section 6 of Attachment II shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Idaho and performs the duties of a “key employee” under Idaho law.

Illinois

Sections 6 and 7 of Attachment II shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Illinois and: (i) whose actual or expected annualized rate of earnings exceeds the statutory amount set in the Illinois Freedom to Work Act 820 ILCS 90/10, as adjusted in accordance with the Illinois Freedom to Work Act and (ii) who was not laid off or furloughed due to COVID-19 or similar circumstances without appropriate compensation.

Employee acknowledges that: (i) the Company has advised Employee that Employee has the right to consult with an attorney before executing this Agreement, and (ii) Employee was provided with a separate notice of Sections 6 and 7(b) of Attachment II at least 14 days before the earlier of (1) the effective date of this Agreement or (2) the Grant Date or Employee was provided with at least 14 days to review this Agreement. Employee further acknowledges that the Company is in compliance with this provision even if Employee voluntarily elects to sign this Agreement before the expiration of the 14-day period.

Louisiana

For Employees who primarily reside or work in, or transfer employment and/or residency after the Grant Date to Louisiana, the Restricted Territory shall be as described below.

Within the State of 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.

Massachusetts

Section 6 of Attachment II shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Massachusetts and (i) is classified as exempt under the Fair Labor Standards Act, (ii) was not terminated without cause or laid off, (iii) who the Company Group pays on a pro-rata basis during the entirety of the restricted period following the date in which Employee ceases to be employed by the Company Group (but in no event longer than a one (1) year period) an amount equal to fifty percent (50%) of Employee’s highest annualized base salary paid by the Company Group within the two years preceding the date in which Employee ceases to be employed by the Company Group.

Employee acknowledges that Employee was provided with this notice at least 10 days before the effective date of this Agreement. Employee acknowledges that Employee the Company has advised and hereby does advise Employee that Employee has the right to consult with an attorney of his or her choosing before executing this Agreement.

The restriction in Section 6(b) of Attachment II shall be limited to the period of one (1) year following the date on which Employee ceases to be employed by the Company Group, unless Employee has breached his or her fiduciary duty to the Company Group or Employee has unlawfully taken, physically or electronically, property belonging to the Company Group.

Nevada

Section 6 of Attachment II shall not apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Nevada and: (i) is paid solely on an hourly wage basis, exclusive of any tips or gratuities, or (ii) their termination was part of a reduction of force, reorganization, or similar restructuring of the Company Group (unless the Company Group pays Employee's salary, benefits, or equivalent compensation, including severance pay, if any, during the restricted period).

Section 6 of Attachment II shall not restrict Employee from providing a service to a former customer or client if (i) Employee did not solicit the former customer or client; (ii) the customer or client voluntarily chose to leave and sought Employee's services; and (iii) Employee has otherwise complied with Section 6 of Attachment II regarding time, geographic area, and scope of the restrained activity, other than any limitation on providing services to a former customer or client of the Company Group who seeks the services of Employee without any contact instigated by Employee.

North Dakota

Sections 6 and 7(b) of Attachment II shall not apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to North Dakota.

Oklahoma

Section 6 of Attachment II shall not apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Oklahoma.

Appendix B.2 - United Arab Emirates

Notwithstanding anything herein to the contrary, if Employee primarily resides or works in the United Arab Emirates, or transfers employment and/or residency after the Grant Date to the United Arab Emirates, then the following terms shall apply to the noncompete and nonsolicit restrictions in Sections 6 and 7 of Attachment II after the date on which Employee ceases to be employed by the Company Group for as long as Employee continues to work or reside in such state.

The Restricted Territory shall be as described below.

The Emirate of Dubai (including but not limited to the Dubai International Financial Centre) and the Emirate of Abu Dhabi (including but not limited to the Abu Dhabi Global Market).

The following clause in Section 6(b) of Attachment II is hereby rescinded and shall be deemed null and void:

In the event of breach by Employee, the specified period will be extended by the period of time of the breach.

The restriction in Section 7 of Attachment II shall be limited to the period of twelve (12) months following the date on which Employee ceases to be employed by the Company Group.

The following clause in Section 7(a) of Attachment II is hereby rescinded and shall be deemed null and void:

In the event of breach by Employee, the specified period will be extended by the period of time of the breach.

Appendix B.3 - Saudi Arabia

Notwithstanding anything herein to the contrary, if Employee primarily resides or works in Saudi Arabia, or transfers employment and/or residency after the Grant Date to Saudi Arabia, then the following terms shall apply to the confidential information, noncompete and nonsolicit restrictions in Sections 3, 6 and 7 of Attachment II after the date on which Employee ceases to be employed by the Company Group for as long as Employee continues to work or reside in such state.

The restriction in Section 3(c) of Attachment II shall only apply for 50 years following the termination of the Employee's employment.

The Restricted Territory shall be as described below.

Dhahran, Khobar, Dammam, Udhailiyahh, Khafji, or King Salman Energy Park (SPARK).

The restriction in Section 7(a) of Attachment II shall be limited to employees, consultants, or contractors:

(1)

(a) with whom Employee had contact or business dealings while employed by the Company and its Affiliates;

(b) who worked in Employee’s business unit (Group); or

(c) about whom Employee had access to confidential information.

and

(2) who were engaged or employed by the Company or its Affiliates in Saudi Arabia on the date in which Employee ceases to be employed by the Company Group or was engaged or employed by the Company or its Affiliates in Saudi Arabia during the twelve (12)-month period immediately preceding the date on which Employee ceases to be employed by the Company Group.

Exhibit 10.4

20[ ] PERFORMANCE SHARE UNIT AWARD AGREEMENT
(BASED ON RETURN ON CAPITAL EMPLOYED PERFORMANCE)
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: 20[ ], 20[ ] and 20[ ]

This Performance Share Unit Award Agreement (as may be amended, the "Agreement") is granted to you ("Employee") effective as of [ ], 20[ ] (the "Grant Date") by Schlumberger Limited (the "Company"), 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. 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, 20[ ] to December 31, 20[ ] 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 20[ ] (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 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 such shares will occur as soon after the First Committee Meeting as administratively practicable. Any additional shares of Common Stock 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. Subject to Section 2(a) above, 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 initial Vesting Date (the date of any such payment, the "Settlement Date"); *provided, however*, that the Committee may, in its sole and absolute discretion, settle the vested Performance Share Units in cash based on the Fair Market Value of the shares of Common Stock on the Settlement Date.

4. Forfeiture of Performance Share Units.

(a) At any time during the Performance Period and up to and including the 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 any Direct Competitor (as defined in Section 12(g) below); (iii) engages or employs, or solicits or contacts with a view to the engagement or employment of, any employee of the Company or its Subsidiaries; (iv) 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; (v) 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 (vi) 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, NOV Inc., and any other oilfield equipment and services entity; and (ii) any entity engaged in seismic 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 50 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 Chief People Officer, the Director of HR Operations and the Director of Total Rewards. "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) "subsequent Vesting Date" is defined in Section 2(a).

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

(v) "Tax Date" is defined in Section 7(b).

(w) "Tax-Related Items" is defined in Section 7(a).

(x) "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.

(y) "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.

16. Appendix. Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to the additional terms and conditions for your country set forth in Appendix A and Appendix B attached hereto. Moreover, if you relocate to one of the countries included therein, the terms and conditions for such country will apply to you

to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A and Appendix B constitute part of this Agreement.

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, 20[ ] and ending on December 31, 20[ ] (the "Performance Period"), and

(b) the average annual ROCE of the following companies taken together (collectively, the "ROCE Peer Group") over the Performance Period: [ ], [ ], [ ] and [ ],

In both (a) and (b), ROCE is calculated with appropriate adjustments for material mergers, acquisitions and dispositions, in the year in which they take place.

[Redacted]

Other Definitions

"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.

Performance/Payout

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 has discretion to cap the ROCE payout at 100% based on any material write down attributed to management decisions.

The Committee is authorized to vest the number of Performance Share Units at the Payout Factor based on Table 1 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 [ ]% 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
Less than or equal to [ ] bps	[ ]% of Target

Equal to [ ] bps	[ ]% of Target
Greater than or equal to [ ] bps	[ ]% of Target

Adjustment for Potential Turbo Effect

In the event that (i) the annual ROCE achieved by the Company for the 20[ ] calendar year is greater than [ ]% and (ii) the ROCE Delta is greater than [ ] 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. 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 [ ]% 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
Equal to [ ] bps	[ ]% of Target
Greater than or equal to [ ] bps	[ ]% of Target

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

[Redacted]

Interpretation

In the event of any ambiguity or discrepancy in this Agreement (including this Attachment I), the determination of the Committee shall be final and binding.

Exhibit 10.4

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

17. Definitions.

"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.

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

"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.

"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.

"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.

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.

Confidential Information.

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.

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.

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.

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.

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.

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.

Disclosure of Intellectual Property.

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.

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.

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.

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.

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.

Assignment of Intellectual Property.

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.

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.

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.

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.

Non-Competition.

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.

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.

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.

Non-Solicitation.

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.

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.

Remedies for Employee's Breach.

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.**

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.

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.

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.

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.

Miscellaneous.

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.

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.

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.

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.

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.

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.

APPENDIX A

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO PARTICIPANTS IN CHINA SUBJECT TO SAFE

Capitalized terms used but not defined in this Appendix B are defined in the Schlumberger 2017 Omnibus Stock Incentive Plan, as may be amended (the "Plan"), and the Restricted Stock Unit award agreement (the "Agreement").

Introduction.

The following terms and conditions will apply to you to the extent that the Company, in its discretion, determines that your participation in the Plan is subject to exchange control restrictions in the People's Republic of China (the "PRC"), as implemented by the PRC State Administration of Foreign Exchange ("SAFE").

Vesting of RSUs. The following provision supplements Section 1 of the Agreement:

Unless and until the Company has obtained all necessary exchange control or other approvals from SAFE or its local counterpart ("SAFE Approval") with respect to your Restricted Stock Units ("RSUs"), the shares of Common Stock represented by such RSUs will be issued to you as soon as administratively feasible after the Company has obtained SAFE Approval. The Company is under no obligation to issue shares of Common Stock if the Company has not obtained SAFE Approval.

Acceleration on Retirement. The following provision replaces Section 1(c) of the Agreement in its entirety:

(a) Retirement. To allow the Company to comply with PRC exchange control restrictions, upon Termination of Employment from the Company and its Subsidiaries by reason of Employee's Retirement (as defined in Section 11), the Restricted Stock Units will become fully vested, subject to the Company obtaining SAFE Approval before vesting of the Restricted Stock Units.

Settlement of RSUs and Sale of Shares. The following provision supplements Section 2 of the Agreement:

Notwithstanding anything to the contrary in the Plan or this Agreement, you understand and agree that the Company may require any shares of Common Stock that you acquire from vesting of the RSUs to be immediately sold at vesting or, at the Company's discretion, at a later time. The purpose of this is solely to allow the Company to comply with PRC exchange control restrictions.

You understand and agree that any shares of Common Stock acquired by you under Plan must be sold by no later than ninety (90) days after your Termination of Employment, or within any other such time frame as may be permitted by the Company or required by SAFE. Further, you understand that any shares of Common Stock acquired by you under the Plan that have not been sold within ninety (90) days of your termination of employment will be automatically sold by Fidelity (which is the Company's current designated broker) at the Company's direction. For the sake of clarity, any references to Fidelity in this Appendix also refer to any other designated broker the Company may use in the future.

You further agree that the Company is authorized to instruct Fidelity to assist with the mandatory sale of the shares of Common Stock, and you expressly authorize Fidelity to complete the sale of the shares of Common Stock. Your acceptance of this Agreement constitutes your authorization for Fidelity to act on your behalf in the sale of the shares.

You acknowledge that Fidelity is under no obligation to arrange for the sale of shares of Common Stock at any particular price. Upon the sale of the shares of Common Stock, the Company agrees to pay you the cash proceeds from the sale, less any brokerage fees or commissions, in accordance with applicable exchange control laws and regulations, and provided any liability for Tax-Related Items (as defined in Section 6 of the Agreement) has been satisfied.

Due to fluctuations in the Company's share price and the United States Dollar exchange rate between the date that shares are issued to you upon vesting of the RSUs and (if later) the date on which the shares of Common Stock are sold, the sale proceeds may be more or less than the fair market value of the shares of Common Stock on the date the shares are initially issued to you. This date is the relevant date for determining your tax liability. You understand and agree that the Company is not responsible for the amount of any loss you may incur, and that the Company assumes no liability for any fluctuation in the share price or United States Dollar exchange rate.

You further agree that any shares of Common Stock to be issued to you shall be deposited directly into your Fidelity account. You also agree that you may not transfer the deposited shares of Common Stock from your Fidelity account. This limitation will apply both to transfers to different accounts with Fidelity and to transfers to other brokerage firms. The limitation shall apply to all shares of Common Stock issued to you under the Plan, whether or not you continue to be employed by the Company, the Employer or any affiliate of the Company.

Exchange Control Requirements. SAFE rules require that when you sell shares of Common Stock or receive any other cash payments from the shares (*e.g.*, dividends), all such funds must be immediately brought back (*i.e.,* "repatriated") to China through a special exchange control account. To comply with this requirement, the Company will set up the special exchange control account and will facilitate the repatriation of the funds to China where the funds will be delivered to you. By accepting the RSUs, you acknowledge and agree that all funds received from your shares of Stock must be repatriated to China, and you hereby consent and agree that such funds may be transferred to the special exchange control account prior to being delivered to you.

You understand that the sale proceeds (or other funds) may be paid to you in local currency. If the funds are paid in local currency, you acknowledge that neither the Company nor any affiliate is under an obligation to secure any particular currency conversion rate and that the Company (or any affiliate) may face delays in converting the funds to local currency due to exchange control requirements in China. You agree to bear any currency fluctuation risk between the time the shares of Common Stock are sold (or other funds are paid out) and the time the funds are converted into local currency and distributed to you.

You further agree to comply with any other requirements that may be imposed by the Company in the future to facilitate compliance with exchange control requirements in China.

APPENDIX B

U.S. STATE AND COUNTRY-SPECIFIC APPENDICES FOR ATTACHMENT II

Appendix B.1- U.S. State Law

Notwithstanding anything herein to the contrary, if Employee primarily resides or works in any of the U.S. states below, or transfers employment and/or residency after the Grant Date to one of the U.S. states below, then the following terms shall apply to the noncompete and nonsolicit restrictions in Sections 6 and 7 of Attachment II after the date on which Employee ceases to be employed by the Company Group for as long as Employee continues to work or reside in such state.

California

Sections 6 and 7(b) of Attachment II shall not apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to California. For any Employee who primarily resides or works in California, any clause or agreement between Employee and the Company that restricts post-employment competition in California, including but not limited to Sections 6 and 7(b), are hereby rescinded and shall be deemed null and void.

Colorado

Employee acknowledges that Employee was provided with a separate notice of Sections 6 and 7 of Attachment II at least 14 days before the earlier of (1) the effective date of this Agreement or (2) the Grant Date.

Section 6 of Attachment II shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Colorado and earns an amount of compensation equal to or greater than the threshold amount for "highly compensated workers" under Colorado law.

Section 7(b) of Attachment II shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Colorado and earns an amount of compensation equal to or greater than 60% of the threshold amount for "highly compensated workers" under Colorado law.

Georgia

Section 6 of Attachment II shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Georgia and (i) customarily and regularly solicits customers or prospective customers for the Company Group, (ii) customarily and regularly engages in making sales or obtaining orders or contracts for products or services to be performed by others, (iii) has the authority to hire or fire other employees or particular weight is given to Employee's suggestions and recommendations as to the hiring, firing, advancement, promotion, or any other change of status of other employees, or (iv) performs the duties of a "key employee" or professional under Georgia law.

Idaho

Section 6 of Attachment II shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Idaho and performs the duties of a “key employee” under Idaho law.

Illinois

Sections 6 and 7 of Attachment II shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Illinois and: (i) whose actual or expected annualized rate of earnings exceeds the statutory amount set in the Illinois Freedom to Work Act 820 ILCS 90/10, as adjusted in accordance with the Illinois Freedom to Work Act and (ii) who was not laid off or furloughed due to COVID-19 or similar circumstances without appropriate compensation.

Employee acknowledges that: (i) the Company has advised Employee that Employee has the right to consult with an attorney before executing this Agreement, and (ii) Employee was provided with a separate notice of Sections 6 and 7(b) of Attachment II at least 14 days before the earlier of (1) the effective date of this Agreement or (2) the Grant Date or Employee was provided with at least 14 days to review this Agreement. Employee further acknowledges that the Company is in compliance with this provision even if Employee voluntarily elects to sign this Agreement before the expiration of the 14-day period.

Louisiana

For Employees who primarily reside or work in, or transfer employment and/or residency after the Grant Date to Louisiana, the Restricted Territory shall be as described below.

Within the State of 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.

Massachusetts

Section 6 of Attachment II shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Massachusetts and (i) is classified as exempt under the Fair Labor Standards Act, (ii) was not terminated without cause or laid off, (iii) who the Company Group pays on a pro-rata basis during the entirety of the restricted period following the date in which Employee ceases to be employed by the Company Group (but in no event longer than a one (1) year period) an amount equal to fifty percent (50%) of Employee’s highest annualized base salary paid by the Company Group within the two years preceding the date in which Employee ceases to be employed by the Company Group.

Employee acknowledges that Employee was provided with this notice at least 10 days before the effective date of this Agreement. Employee acknowledges that Employee the Company has advised and hereby does advise Employee that Employee has the right to consult with an attorney of his or her choosing before executing this Agreement.

The restriction in Section 6(b) of Attachment II shall be limited to the period of one (1) year following the date on which Employee ceases to be employed by the Company Group, unless Employee has breached his or her fiduciary duty to the Company Group or Employee has unlawfully taken, physically or electronically, property belonging to the Company Group.

Nevada

Section 6 of Attachment II shall not apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Nevada and: (i) is paid solely on an hourly wage basis, exclusive of any tips or gratuities, or (ii) their termination was part of a reduction of force, reorganization, or similar restructuring of the Company Group (unless the Company Group pays Employee's salary, benefits, or equivalent compensation, including severance pay, if any, during the restricted period).

Section 6 of Attachment II shall not restrict Employee from providing a service to a former customer or client if (i) Employee did not solicit the former customer or client; (ii) the customer or client voluntarily chose to leave and sought Employee's services; and (iii) Employee has otherwise complied with Section 6 of Attachment II regarding time, geographic area, and scope of the restrained activity, other than any limitation on providing services to a former customer or client of the Company Group who seeks the services of Employee without any contact instigated by Employee.

North Dakota

Sections 6 and 7(b) of Attachment II shall not apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to North Dakota.

Oklahoma

Section 6 of Attachment II shall not apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Oklahoma.

Appendix B.2 - United Arab Emirates

Notwithstanding anything herein to the contrary, if Employee primarily resides or works in the United Arab Emirates, or transfers employment and/or residency after the Grant Date to the United Arab Emirates, then the following terms shall apply to the noncompete and nonsolicit restrictions in Sections 6 and 7 of Attachment II after the date on which Employee ceases to be employed by the Company Group for as long as Employee continues to work or reside in such state.

The Restricted Territory shall be as described below.

The Emirate of Dubai (including but not limited to the Dubai International Financial Centre) and the Emirate of Abu Dhabi (including but not limited to the Abu Dhabi Global Market).

The following clause in Section 6(b) of Attachment II is hereby rescinded and shall be deemed null and void:

In the event of breach by Employee, the specified period will be extended by the period of time of the breach.

The restriction in Section 7 of Attachment II shall be limited to the period of twelve (12) months following the date on which Employee ceases to be employed by the Company Group.

The following clause in Section 7(a) of Attachment II is hereby rescinded and shall be deemed null and void:

In the event of breach by Employee, the specified period will be extended by the period of time of the breach.

Appendix B.3 - Saudi Arabia

Notwithstanding anything herein to the contrary, if Employee primarily resides or works in Saudi Arabia, or transfers employment and/or residency after the Grant Date to Saudi Arabia, then the following terms shall apply to the confidential information, noncompete and nonsolicit restrictions in Sections 3, 6 and 7 of Attachment II after the date on which Employee ceases to be employed by the Company Group for as long as Employee continues to work or reside in such state.

The restriction in Section 3(c) of Attachment II shall only apply for 50 years following the termination of the Employee's employment.

The Restricted Territory shall be as described below.

Dhahran, Khobar, Dammam, Udhailiyahh, Khafji, or King Salman Energy Park (SPARK).

The restriction in Section 7(a) of Attachment II shall be limited to employees, consultants, or contractors:

(1)

(a) with whom Employee had contact or business dealings while employed by the Company and its Affiliates;

(b) who worked in Employee’s business unit (Group); or

(c) about whom Employee had access to confidential information.

and

(2) who were engaged or employed by the Company or its Affiliates in Saudi Arabia on the date in which Employee ceases to be employed by the Company Group or was engaged or employed by the Company or its Affiliates in Saudi Arabia during the twelve (12)-month period immediately preceding the date on which Employee ceases to be employed by the Company Group.

Exhibit 10.5

20[ ] PERFORMANCE SHARE UNIT AWARD AGREEMENT
(BASED ON RELATIVE TSR PERFORMANCE)
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: 20[ ], 20[ ] and 20[ ]

This Performance Share Unit Award Agreement (as may be amended, the "Agreement") is granted to you ("Employee") effective as of [ ], 20[ ] (the "Grant Date") by Schlumberger Limited (the "Company"), 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. 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 [ ], 20[ ] to December 31, 20[ ] 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 20[ ], 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 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 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 any Direct Competitor (as defined in Section 12(g) below); (iii) engages or employs, or solicits or contacts with a view to the engagement or employment of, any employee of the Company or its Subsidiaries; (iv) 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 Vesting Date; (v) 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 (vi) 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, NOV Inc., and any other oilfield equipment and services entity; and (ii) any entity engaged in seismic processing and reservoir geosciences services to the oil and natural gas industry, including in all cases in clause (i) and this clause (ii), 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 50 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) "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 Chief People Officer, the Director of HR Operations and the Director of Total Rewards.

(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) "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.

16. Appendix. Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to the additional terms and conditions for your country set forth in Appendix A and Appendix B attached hereto. Moreover, if you relocate to one of the countries included therein, the terms and conditions for such country will apply to you to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A and Appendix B constitute part of this Agreement.

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 Company's achievement of certain performance conditions as set forth herein. At the conclusion of the Performance Period, the Committee will certify the Company's cumulative TSR (as defined below) over the Performance Period and determine the Company's Relative TSR Percentile Rank (as defined below).

Definitions

"Total Shareholder Return" or "TSR" means the cumulative rate of return reflecting price appreciation plus reinvestment of dividends 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. The share price appreciation will be measured by the difference between the share price at the beginning of the Performance Period, which is calculated based on a 20-trading day closing price average for the first 20 days of the performance period and the last 20 days at the end of the Performance Period.

"Relative TSR Percentile Rank" means the percentile rank of the TSRs among the Peer Group Members (as defined below) for the Performance Period. The Company's Relative TSR Percentile Rank will be calculated by first determining the percentile rank of the Peer Group Members, excluding the Company, ranked from highest to lowest according to each such company's cumulative TSR over the Performance Period. Then, if the Company's TSR is equal to or exceeds the highest TSR among the Peer Group Members, the Company's percentile will be equal to 100th. If the Company's TSR is equal to or below the lowest TSR among the Peer Group Members, the Company's percentile will be equal to zero. Otherwise, the Company's Relative TSR Percentile Rank will be determined based on interpolation as set forth below.

"Peer Group Members" means the following comparators:

[Redacted]

Performance/Payout

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 for the Performance Period, determined using the performance/payout matrix below.

Performance Level	Relative TSR Percentile Rank	Payout Factor
Maximum	[ ] percentile	[ ]%
Target	[ ] percentile	[ ]%
Threshold	[ ] percentile	[ ]%
Below Threshold	Below [ ] percentile	[ ]%

As demonstrated in the chart below, to the extent the Relative TSR Percentile Rank for the Performance Period is between specified performance levels, the portion of the target Performance Share Units that will vest will be determined using straight line interpolation; provided, that the maximum number of Performance Share Units that may become vested for the Performance Period will not exceed [ ]% of the target Performance Share Units.

[Redacted]

Changes in Peer Group Companies

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

- any Peer Group Member files for bankruptcy protection or ceases to be listed on a U.S. national exchange due to the failure to meet applicable listing requirements, then such member will be treated as having achieved the lowest possible Total Shareholder Return and Relative TSR Percentile Rank;
- any Peer Group Member is acquired by, or completes a merger or other combination with, or has sold all or substantially all of its assets to, another Peer Group Member, the acquiring or surviving member, as applicable, will be included in the Relative TSR Percentile Rank, and the acquired or non-surviving member, as applicable, will not be included in the Relative TSR Percentile Rank for any of the Performance Period; or
- any Peer Group Member is acquired by, or completes a merger or other combination with, or has sold all or substantially all of its assets to, an entity that is not a Peer Group Member, and the Peer Group 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 Percentile Rank.
- If more than two companies are removed, the [ ] individual companies will become the peer group

Interpretation

In the event of any ambiguity or discrepancy in this Agreement (including this Attachment I), the determination of the Committee shall be final and binding.

Exhibit 10.5

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

17. Definitions.

"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.

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

"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.

"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.

"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.

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.

Confidential Information.

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.

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.

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.

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.

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.

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.

Disclosure of Intellectual Property.

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.

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.

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.

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.

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.

Assignment of Intellectual Property.

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.

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.

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.

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.

Non-Competition.

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.

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.

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.

Non-Solicitation.

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.

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.

Remedies for Employee's Breach.

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.**

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.

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.

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.

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.

Miscellaneous.

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.

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.

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.

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.

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.

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.

APPENDIX A

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO PARTICIPANTS IN CHINA SUBJECT TO SAFE

Capitalized terms used but not defined in this Appendix B are defined in the Schlumberger 2017 Omnibus Stock Incentive Plan, as may be amended (the "Plan"), and the Restricted Stock Unit award agreement (the "Agreement").

Introduction.

The following terms and conditions will apply to you to the extent that the Company, in its discretion, determines that your participation in the Plan is subject to exchange control restrictions in the People's Republic of China (the "PRC"), as implemented by the PRC State Administration of Foreign Exchange ("SAFE").

Vesting of RSUs. The following provision supplements Section 1 of the Agreement:

Unless and until the Company has obtained all necessary exchange control or other approvals from SAFE or its local counterpart ("SAFE Approval") with respect to your Restricted Stock Units ("RSUs"), the shares of Common Stock represented by such RSUs will be issued to you as soon as administratively feasible after the Company has obtained SAFE Approval. The Company is under no obligation to issue shares of Common Stock if the Company has not obtained SAFE Approval.

Acceleration on Retirement. The following provision replaces Section 1(c) of the Agreement in its entirety:

(a) Retirement. To allow the Company to comply with PRC exchange control restrictions, upon Termination of Employment from the Company and its Subsidiaries by reason of Employee's Retirement (as defined in Section 11), the Restricted Stock Units will become fully vested, subject to the Company obtaining SAFE Approval before vesting of the Restricted Stock Units.

Settlement of RSUs and Sale of Shares. The following provision supplements Section 2 of the Agreement:

Notwithstanding anything to the contrary in the Plan or this Agreement, you understand and agree that the Company may require any shares of Common Stock that you acquire from vesting of the RSUs to be immediately sold at vesting or, at the Company's discretion, at a later time. The purpose of this is solely to allow the Company to comply with PRC exchange control restrictions.

You understand and agree that any shares of Common Stock acquired by you under Plan must be sold by no later than ninety (90) days after your Termination of Employment, or within any other such time frame as may be permitted by the Company or required by SAFE. Further, you understand that any shares of Common Stock acquired by you under the Plan that have not been sold within ninety (90) days of your termination of employment will be automatically sold by Fidelity (which is the Company's current designated broker) at the Company's direction. For the sake of clarity, any references to Fidelity in this Appendix also refer to any other designated broker the Company may use in the future.

You further agree that the Company is authorized to instruct Fidelity to assist with the mandatory sale of the shares of Common Stock, and you expressly authorize Fidelity to complete the sale of the shares of Common Stock. Your acceptance of this Agreement constitutes your authorization for Fidelity to act on your behalf in the sale of the shares.

You acknowledge that Fidelity is under no obligation to arrange for the sale of shares of Common Stock at any particular price. Upon the sale of the shares of Common Stock, the Company agrees to pay you the cash proceeds from the sale, less any brokerage fees or commissions, in accordance with applicable exchange control laws and regulations, and provided any liability for Tax-Related Items (as defined in Section 6 of the Agreement) has been satisfied.

Due to fluctuations in the Company's share price and the United States Dollar exchange rate between the date that shares are issued to you upon vesting of the RSUs and (if later) the date on which the shares of Common Stock are sold, the sale proceeds may be more or less than the fair market value of the shares of Common Stock on the date the shares are initially issued to you. This date is the relevant date for determining your tax liability. You understand and agree that the Company is not responsible for the amount of any loss you may incur, and that the Company assumes no liability for any fluctuation in the share price or United States Dollar exchange rate.

You further agree that any shares of Common Stock to be issued to you shall be deposited directly into your Fidelity account. You also agree that you may not transfer the deposited shares of Common Stock from your Fidelity account. This limitation will apply both to transfers to different accounts with Fidelity and to transfers to other brokerage firms. The limitation shall apply to all shares of Common Stock issued to you under the Plan, whether or not you continue to be employed by the Company, the Employer or any affiliate of the Company.

Exchange Control Requirements. SAFE rules require that when you sell shares of Common Stock or receive any other cash payments from the shares (*e.g.*, dividends), all such funds must be immediately brought back (*i.e.,* "repatriated") to China through a special exchange control account. To comply with this requirement, the Company will set up the special exchange control account and will facilitate the repatriation of the funds to China where the funds will be delivered to you. By accepting the RSUs, you acknowledge and agree that all funds received from your shares of Stock must be repatriated to China, and you hereby consent and agree that such funds may be transferred to the special exchange control account prior to being delivered to you.

You understand that the sale proceeds (or other funds) may be paid to you in local currency. If the funds are paid in local currency, you acknowledge that neither the Company nor any affiliate is under an obligation to secure any particular currency conversion rate and that the Company (or any affiliate) may face delays in converting the funds to local currency due to exchange control requirements in China. You agree to bear any currency fluctuation risk between the time the shares of Common Stock are sold (or other funds are paid out) and the time the funds are converted into local currency and distributed to you.

You further agree to comply with any other requirements that may be imposed by the Company in the future to facilitate compliance with exchange control requirements in China.

APPENDIX B

U.S. STATE AND COUNTRY-SPECIFIC APPENDICES FOR ATTACHMENT II

Appendix B.1- U.S. State Law

Notwithstanding anything herein to the contrary, if Employee primarily resides or works in any of the U.S. states below, or transfers employment and/or residency after the Grant Date to one of the U.S. states below, then the following terms shall apply to the noncompete and nonsolicit restrictions in Sections 6 and 7 of Attachment II after the date on which Employee ceases to be employed by the Company Group for as long as Employee continues to work or reside in such state.

California

Sections 6 and 7(b) of Attachment II shall not apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to California. For any Employee who primarily resides or works in California, any clause or agreement between Employee and the Company that restricts post-employment competition in California, including but not limited to Sections 6 and 7(b), are hereby rescinded and shall be deemed null and void.

Colorado

Employee acknowledges that Employee was provided with a separate notice of Sections 6 and 7 of Attachment II at least 14 days before the earlier of (1) the effective date of this Agreement or (2) the Grant Date.

Section 6 of Attachment II shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Colorado and earns an amount of compensation equal to or greater than the threshold amount for "highly compensated workers" under Colorado law.

Section 7(b) of Attachment II shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Colorado and earns an amount of compensation equal to or greater than 60% of the threshold amount for "highly compensated workers" under Colorado law.

Georgia

Section 6 of Attachment II shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Georgia and (i) customarily and regularly solicits customers or prospective customers for the Company Group, (ii) customarily and regularly engages in making sales or obtaining orders or contracts for products or services to be performed by others, (iii) has the authority to hire or fire other employees or particular weight is given to Employee's suggestions and recommendations as to the hiring, firing, advancement, promotion, or any other change of status of other employees, or (iv) performs the duties of a "key employee" or professional under Georgia law.

Idaho

Section 6 of Attachment II shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Idaho and performs the duties of a “key employee” under Idaho law.

Illinois

Sections 6 and 7 of Attachment II shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Illinois and: (i) whose actual or expected annualized rate of earnings exceeds the statutory amount set in the Illinois Freedom to Work Act 820 ILCS 90/10, as adjusted in accordance with the Illinois Freedom to Work Act and (ii) who was not laid off or furloughed due to COVID-19 or similar circumstances without appropriate compensation.

Employee acknowledges that: (i) the Company has advised Employee that Employee has the right to consult with an attorney before executing this Agreement, and (ii) Employee was provided with a separate notice of Sections 6 and 7(b) of Attachment II at least 14 days before the earlier of (1) the effective date of this Agreement or (2) the Grant Date or Employee was provided with at least 14 days to review this Agreement. Employee further acknowledges that the Company is in compliance with this provision even if Employee voluntarily elects to sign this Agreement before the expiration of the 14-day period.

Louisiana

For Employees who primarily reside or work in, or transfer employment and/or residency after the Grant Date to Louisiana, the Restricted Territory shall be as described below.

Within the State of 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.

Massachusetts

Section 6 of Attachment II shall only apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Massachusetts and (i) is classified as exempt under the Fair Labor Standards Act, (ii) was not terminated without cause or laid off, (iii) who the Company Group pays on a pro-rata basis during the entirety of the restricted period following the date in which Employee ceases to be employed by the Company Group (but in no event longer than a one (1) year period) an amount equal to fifty percent (50%) of Employee’s highest annualized base salary paid by the Company Group within the two years preceding the date in which Employee ceases to be employed by the Company Group.

Employee acknowledges that Employee was provided with this notice at least 10 days before the effective date of this Agreement. Employee acknowledges that Employee the Company has advised and hereby does advise Employee that Employee has the right to consult with an attorney of his or her choosing before executing this Agreement.

The restriction in Section 6(b) of Attachment II shall be limited to the period of one (1) year following the date on which Employee ceases to be employed by the Company Group, unless Employee has breached his or her fiduciary duty to the Company Group or Employee has unlawfully taken, physically or electronically, property belonging to the Company Group.

Nevada

Section 6 of Attachment II shall not apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Nevada and: (i) is paid solely on an hourly wage basis, exclusive of any tips or gratuities, or (ii) their termination was part of a reduction of force, reorganization, or similar restructuring of the Company Group (unless the Company Group pays Employee's salary, benefits, or equivalent compensation, including severance pay, if any, during the restricted period).

Section 6 of Attachment II shall not restrict Employee from providing a service to a former customer or client if (i) Employee did not solicit the former customer or client; (ii) the customer or client voluntarily chose to leave and sought Employee's services; and (iii) Employee has otherwise complied with Section 6 of Attachment II regarding time, geographic area, and scope of the restrained activity, other than any limitation on providing services to a former customer or client of the Company Group who seeks the services of Employee without any contact instigated by Employee.

North Dakota

Sections 6 and 7(b) of Attachment II shall not apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to North Dakota.

Oklahoma

Section 6 of Attachment II shall not apply to any Employee who primarily resides or works in, or transfers employment and/or residency after the Grant Date to Oklahoma.

Appendix B.2 - United Arab Emirates

Notwithstanding anything herein to the contrary, if Employee primarily resides or works in the United Arab Emirates, or transfers employment and/or residency after the Grant Date to the United Arab Emirates, then the following terms shall apply to the noncompete and nonsolicit restrictions in Sections 6 and 7 of Attachment II after the date on which Employee ceases to be employed by the Company Group for as long as Employee continues to work or reside in such state.

The Restricted Territory shall be as described below.

The Emirate of Dubai (including but not limited to the Dubai International Financial Centre) and the Emirate of Abu Dhabi (including but not limited to the Abu Dhabi Global Market).

The following clause in Section 6(b) of Attachment II is hereby rescinded and shall be deemed null and void:

In the event of breach by Employee, the specified period will be extended by the period of time of the breach.

The restriction in Section 7 of Attachment II shall be limited to the period of twelve (12) months following the date on which Employee ceases to be employed by the Company Group.

The following clause in Section 7(a) of Attachment II is hereby rescinded and shall be deemed null and void:

In the event of breach by Employee, the specified period will be extended by the period of time of the breach.

Appendix B.3 - Saudi Arabia

Notwithstanding anything herein to the contrary, if Employee primarily resides or works in Saudi Arabia, or transfers employment and/or residency after the Grant Date to Saudi Arabia, then the following terms shall apply to the confidential information, noncompete and nonsolicit restrictions in Sections 3, 6 and 7 of Attachment II after the date on which Employee ceases to be employed by the Company Group for as long as Employee continues to work or reside in such state.

The restriction in Section 3(c) of Attachment II shall only apply for 50 years following the termination of the Employee's employment.

The Restricted Territory shall be as described below.

Dhahran, Khobar, Dammam, Udhailiyahh, Khafji, or King Salman Energy Park (SPARK).

The restriction in Section 7(a) of Attachment II shall be limited to employees, consultants, or contractors:

(1)

(a) with whom Employee had contact or business dealings while employed by the Company and its Affiliates;

(b) who worked in Employee’s business unit (Group); or

(c) about whom Employee had access to confidential information.

and

(2) who were engaged or employed by the Company or its Affiliates in Saudi Arabia on the date in which Employee ceases to be employed by the Company Group or was engaged or employed by the Company or its Affiliates in Saudi Arabia during the twelve (12)-month period immediately preceding the date on which Employee ceases to be employed by the Company Group.

Exhibit 22

Issuers of Registered Guaranteed Debt Securities

Schlumberger Investment S.A., a société anonyme incorporated under the laws of the Grand Duchy of Luxembourg ("SISA"), and Schlumberger Finance Canada Ltd., a corporation incorporated under the laws of the Province of Alberta, Canada ("SFCL"), are both indirect wholly-owned subsidiaries of Schlumberger Limited (the "Guarantor").

As of March 31, 2025, (i) SISA was the issuer of its 4.500% Senior Notes due 2028, 2.650% Senior Notes due 2030, 4.850% Senior Notes due 2033, and 5.000% Senior Notes due 2034 (together, the "SISA Notes"), and (ii) SFCL was the issuer of its 1.400% Senior Notes due 2025 (the "SFCL Notes"). The Guarantor fully and unconditionally guarantees the SISA Notes and the SFCL Notes on a senior unsecured basis.

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Olivier Le Peuch, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Schlumberger N.V. (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 25, 2025

/s/ Olivier Le Peuch
Olivier Le Peuch
Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Stephane Biguet, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Schlumberger N.V. (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 25, 2025

/s/ Stephane Biguet
Stephane Biguet
Executive Vice President and Chief Financial Officer

Exhibit 32.1

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

In connection with the Quarterly Report on Form 10-Q of Schlumberger N.V. (Schlumberger Limited) (the "Company") for the quarterly period ended March 31, 2025 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 25, 2025

/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.

Exhibit 32.2

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

In connection with the Quarterly Report on Form 10-Q of Schlumberger N.V. (Schlumberger Limited) (the "Company") for the quarterly period ended March 31, 2025 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 25, 2025

/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.

Exhibit 95

Mine Safety Disclosure

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

The table that follows reflects citations, orders, violations and proposed assessments issued by the Mine Safety and Health Administration (the "MSHA") to indirect subsidiaries of SLB. The disclosure is with respect to the three months ended March 31, 2025. 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, 2025
[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	—	—	—	—	—	—	—	N	N	—	—	—
Battle Mountain Grinding Plant/2600828	—	—	—	—	—	—	—	N	N	—	—	—
Greystone Mine/2600411	1	—	—	—	—	—[2]	—	N	N	—	—	—
Mountain Springs Beneficiation Plant/2601390	—	—	—	—	—	—	—	N	N	—	—	—

(1) Amounts included are the total dollar value of proposed assessments received from MSHA on or before March 31, 2025, regardless of whether the assessment has been challenged or appealed, for citations and orders occurring during the quarter ended March 31, 2025. 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, 2025, MSHA had not yet proposed an assessment for one S&S citation and one non-S&S citation at Greystone Mine/2600411.