

## TRADEMARK ASSIGNMENT COVER SHEET

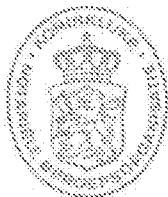
Electronic Version v1.1  
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ETAS ID: TM482157

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	10/06/2017		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zeitecs B.V.		10/06/2017	Private Limited Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Schlumberger Technology BV		
<b>Street Address:</b>	Parkstraat 83		
<b>Internal Address:</b>	2514 JG		
<b>City:</b>	Hague		
<b>State/Country:</b>	NETHERLANDS		
<b>Entity Type:</b>	Private Limited Company: NETHERLANDS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4187102	ZEITECS	
<b>Registration Number:</b>	4187103	ZEITECS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7136506458		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	8323697852		
<b>Email:</b>	tcurington@boulwarevaloir.com, trademark@boulwarevaloir.com, tmarshall@boulwarevaloir.com		
<b>Correspondent Name:</b>	Tim Curington		
<b>Address Line 1:</b>	2603 Augusta Drive		
<b>Address Line 2:</b>	Suite 1350		
<b>Address Line 4:</b>	Houston, TEXAS 77057		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Tim Curington		
<b>Address Line 1:</b>	2603 Augusta Drive		
<b>Address Line 2:</b>	Suite 1350		
<b>Address Line 4:</b>	Houston, TEXAS 77057		
<b>NAME OF SUBMITTER:</b>	Tim Curington		

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<b>SIGNATURE:</b>	/tim curington/
<b>DATE SIGNED:</b>	07/17/2018
<b>Total Attachments: 14</b> source=26-20171007 Notarial Deed Merger STBV Zeitecs BV_English#page1.tif source=26-20171007 Notarial Deed Merger STBV Zeitecs BV_English#page2.tif source=26-20171007 Notarial Deed Merger STBV Zeitecs BV_English#page3.tif source=26-20171007 Notarial Deed Merger STBV Zeitecs BV_English#page4.tif source=26-20171007 Notarial Deed Merger STBV Zeitecs BV_English#page5.tif source=26-20171007 Notarial Deed Merger STBV Zeitecs BV_English#page6.tif source=26-20171007 Notarial Deed Merger STBV Zeitecs BV_English#page7.tif source=26-20171007 Notarial Deed Merger STBV Zeitecs BV_English#page8.tif source=26-20171007 Notarial Deed Merger STBV Zeitecs BV_English#page9.tif source=26-20171007 Notarial Deed Merger STBV Zeitecs BV_English#page10.tif source=26-20171007 Notarial Deed Merger STBV Zeitecs BV_English#page11.tif source=26-20171007 Notarial Deed Merger STBV Zeitecs BV_English#page12.tif source=26-20171007 Notarial Deed Merger STBV Zeitecs BV_English#page13.tif source=26-20171007 Notarial Deed Merger STBV Zeitecs BV_English#page14.tif	



2017.1590.01/MVDL

**DEED OF LEGAL MERGER  
SCHLUMBERGER TECHNOLOGY B.V.  
ZEITECS B.V.**

Today the sixth day of October two thousand seventeen, appeared before me Mr -----  
Michaël John José Reinier Lentze, civil-law notary, established in The Hague, -----  
hereinafter called "notary": -----

Mr Marten van der Loo, employed and domicile chosen at the office of me, civil-law -----  
notary, 2514 JH The Hague, Parkstraat 93, born in The Hague on the twenty-third day of -----  
June nineteen hundred seventy-nine; -----  
hereby acting as proxy holder of: -----

1. **Schlumberger Technology B.V.**, a private company with limited liability -----  
(*'besloten vennootschap met beperkte aansprakelijkheid'*), having its corporate -----  
seat in The Hague, the Netherlands, and offices at Parkstraat 83, 2514 JG The -----  
Hague (postal address: 2514 JG The Hague, Parkstraat 83), registered with the -----  
Trade Register of the Dutch Chamber of Commerce under number 27101455; -----
3. **Zeitecs B.V.**, a private company with limited liability (*'besloten vennootschap met -----  
beperkte aansprakelijkheid'*), having its corporate seat in Rijswijk, the Netherlands, -----  
and offices at Parkstraat 83, 2514 JG The Hague (postal address: 2514 JG The -----  
Hague, Parkstraat 83), registered with the Trade Register of the Dutch Chamber of -----  
Commerce under number 27303733. -----

The person(s) appearing, acting as aforesaid, declared the following: -----

**Definitions of concepts.** -----

The concepts used in this deed are defined below: -----

- *Acquiring Company:* -----  
Schlumberger Technology B.V., mentioned above; -----
- *Disappearing Company:* -----  
Zeitecs B.V., mentioned above; -----
- *Explanatory Notes:* -----  
explanatory notes to the Merger Proposal, as referred to in article 2:313, -----  
paragraph 1 of the Dutch Civil Code; -----
- *Management Board:* -----  
the management board as referred to in Book 2 of the Dutch Civil Code; -----
- *Merger:* -----  
the present merger as referred to in Title 7 of Book 2 of the Dutch Civil Code; -----
- *Merger Effective Date:* -----  
the seventh day of October two thousand seventeen; -----
- *Merger Proposal:* -----  
the merger proposal, prepared by the Management Boards of the Merging -----  
Companies, dated the the thirtieth day of August two thousand seventeen; -----
- *Merging Companies:* -----  
the Acquiring Company and the Disappearing Company together. -----

Defined concepts can be used in the singular or plural without loss of the inherent -----  
meanings. -----

Merger.

The Merging Companies wish to effect the Merger, by which:

- the assets and liabilities of the Disappearing Company will be acquired under an universal title of succession by the Acquiring Company; and
- by which the Disappearing Company will cease to exist.

Chapter I.

Requirements.

The following requirements to enter into the Merger have been met:

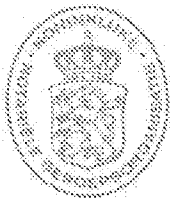
1. None of the Merging Companies has been dissolved.
2. None of the Merging Companies has been declared bankrupt or has been granted a moratorium to pay its debts.
3. Article 2:326 up to and including article 2:328 of the Dutch Civil Code are not applicable to the Merger, because the sole shareholder of the Acquiring Company holds all the issued and subscribed shares in the share capital of the Disappearing Company and consequently the provisions of article 2:333, paragraph 2 of the Dutch Civil Code apply to the Merger.
4. The shareholder of the Disappearing Company shall not be attributed shares pursuant to article 2:311, paragraph 2 of the Dutch Civil Code, because article 2:333 of the Dutch Civil Code applies to the Merger.

Chapter II.

Preparation.

In preparing the Merger, the following action have been performed:

1. The Management Boards of the Merging Companies have prepared the Merger Proposal. A copy of the Merger Proposal shall be attached to this deed as **Annex II.1.**
2. The Merger Proposal has been signed by all Management Board members of the Merging Companies.
3. All shareholders of the Merging Companies have consented that the Management Board of the Acquiring Company does not have prepared Explanatory Notes.
4. There are no persons who have special rights exercisable vis-à-vis the Disappearing Company other than shareholders rights, like profit-rights or rights to subscribe for shares, consequently the Management Board of the Disappearing Company is not required to prepare Explanatory Notes pursuant to article 2:313, paragraph 3 of the Dutch Civil Code.
5. On the first day of September two thousand seventeen the Merging Companies have laid down for inspection the documents as referred to in article 2:314, paragraph 1 of the Dutch Civil Code at the offices of the trade register.
6. On the first day of September two thousand seventeen the Management Boards of the Merging Companies have laid down for inspection by the persons meant in article 2:314, paragraph 2 in connection with article 2:329 of the Dutch Civil Code, the documents as referred to in article 2:314, paragraph 2 of the Dutch Civil Code at the offices of the Merging Companies, for the period until today.
7. On the second day of September two thousand seventeen the Merging Companies have made public the deposits as referred to in 5 and 6, in conformity with article 2:314, paragraph 3 of the Dutch Civil Code.
8. The Merging Companies have not installed a works council, nor a co-determination council. No labor association, having members amongst the employees of the Merging Companies or their subsidiaries, have served written



- advice or comments with respect to the Merger. \_\_\_\_\_
9. The clerk of the district Court in The Hague has issued a certificate of no \_\_\_\_\_  
opposition on the third day of October two thousand seventeen, evidencing that no  
creditors have filed opposition to the Merger Proposal. This certificate shall be \_\_\_\_\_  
attached to this deed as **Annex II.9.** \_\_\_\_\_
  10. The general meeting of shareholder of the Disappearing Company has decided in \_\_\_\_\_  
accordance with the Merger Proposal. The merger decision was taken \_\_\_\_\_  
unanimously in a meeting in which the entire issued capital was represented. The \_\_\_\_\_  
abovementioned is laid down in one notarized minutes of meeting, signed today by  
me, notary. \_\_\_\_\_
  11. The general meeting of shareholders of the Acquiring Company has decided in \_\_\_\_\_  
accordance with the Merger Proposal. The merger decision was taken \_\_\_\_\_  
unanimously in a meeting in which the entire issued capital was represented. The \_\_\_\_\_  
abovementioned is laid down in one notarized minute of meeting, signed today by \_\_\_\_\_  
me, notary. \_\_\_\_\_
  12. The Management Board of the Disappearing Company has declared that since the \_\_\_\_\_  
date of signing of the Merger Proposal, no major changes in the assets and the \_\_\_\_\_  
liabilities have occurred which may influence the declarations contained in the \_\_\_\_\_  
Merger Proposal, so there was no reason to inform the Acquiring Company. \_\_\_\_\_
  14. The Management Board of the Acquiring Company has declared that since the \_\_\_\_\_  
date of signing of the Merger Proposal, no major changes in the assets and the \_\_\_\_\_  
liabilities have occurred which may influence the declarations contained in the \_\_\_\_\_  
Merger Proposal, so there was no reason to inform the general meeting of the \_\_\_\_\_  
Acquiring Company. \_\_\_\_\_
  15. The general meeting of the Acquiring Company has resolved to amend the articles  
of association of the Acquiring Company. \_\_\_\_\_

### Chapter III. \_\_\_\_\_

#### The Merger becoming effective. \_\_\_\_\_

All acts the law and the articles of association of the Merging Companies require for a \_\_\_\_\_  
merger to become effective, have been performed. \_\_\_\_\_

The Merger will be effective as from the Merger Effective Date. \_\_\_\_\_

### Chapter IV. \_\_\_\_\_

#### Legal effects of the Merger. \_\_\_\_\_

With respect to the legal effects of the Merger, the parties ascertain the following: \_\_\_\_\_

1. The Disappearing Company shall cease to exist with effect from the Merger \_\_\_\_\_  
Effective Date as a consequence of the Merger. \_\_\_\_\_
2. The Acquiring Company acquires with effect from the Merger Effective Date the \_\_\_\_\_  
assets and liabilities of the Disappearing Company under a universal title of \_\_\_\_\_  
succession. \_\_\_\_\_
3. The shares in the share capital of the Disappearing Company cease to exist with \_\_\_\_\_  
effect from the Merger Effective Date. \_\_\_\_\_
4. The Acquiring Company shall with effect from the first day of January two \_\_\_\_\_  
thousand seventeen account for the assets and liabilities which it shall acquire by \_\_\_\_\_  
means of the Merger in its annual accounts. The latest financial year of the \_\_\_\_\_  
Disappearing Company shall, pursuant to article 2:321, paragraph 1 of the Dutch \_\_\_\_\_  
Civil Code, end on the thirty-first day of December two thousand sixteen. \_\_\_\_\_

### Chapter V. \_\_\_\_\_

#### Amendment(s) to the articles of association. \_\_\_\_\_

Executing the shareholders resolution mentioned in chapter II.14, by which resolution – the person appearing was also authorized to sign this deed, the articles of association – of the Acquiring Company will be amended by this deed, so that they will read as – follows: –

**ARTICLES OF ASSOCIATION:** –

**Chapter 1** –

**Definitions.** –

**Article 1.** –

In the articles of association the following terms shall have the meaning as defined – below: –

<b>annual accounts:</b>	the annual accounts referred to in section – 2:361 CC; –
<b>annual report:</b>	the annual report referred to in section 2:391 CC; –
<b>annual statement of accounts:</b>	the annual accounts and, if applicable, the – annual report as well as the additional – information referred to in section 2:392 CC; –
<b>CC:</b>	the Dutch Civil Code; –
<b>company:</b>	the private company with limited liability – which organisation is laid down in these – articles of association; –
<b>general meeting:</b>	the corporate body that consists of – shareholders with voting rights and all other – persons entitled to vote / the meeting in – which all persons entitled to attend general – meetings assemble; –
<b>meeting rights:</b>	the right to, either in person or by proxy – authorised in writing, attend the general – meeting and to address such meeting; –
<b>persons entitled to attend general meetings:</b>	shareholders, as well as holders of a right of usufruct with meeting rights; –
<b>persons entitled to vote:</b>	shareholders with voting rights, as well as – holders of a right of usufruct with voting – rights; –
<b>share:</b>	a share in the share capital of the company; –
<b>subsidiary:</b>	a subsidiary as referred to in section 2:24a – CC. –

**Chapter 2** –

**Name. Corporate seat.** –

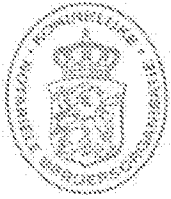
**Article 2.1.** –

The name of the company is: **Schlumberger Technology B.V** –  
Its corporate seat is in **The Hague.** –

**Objects.** –

**Article 2.2.** –

The objects of the company are to acquire, encumber, alienate and exploit trade – marks, patents, know-how, trade names and any other rights of industrial and – intellectual property which shall include the granting and acquisition of licences and –



sub-licences, as well as to participate in, to take an interest in any other way in, to conduct the management of other business enterprises of whatever nature, and further to finance other companies and in any way to provide security or undertake the obligations of other companies and finally all activities which are incidental to or which may be conducive to any of the foregoing.

### **Chapter 3**

#### **Share structure.**

##### **Article 3.1.**

- 3.1.1. The capital of the company consists of one or more shares of € 1.00 (one Euro).
- 3.1.2. The shares shall be in registered form and shall be consecutively numbered from 1 onwards.
- 3.1.3. No share certificates shall be issued.

#### **Issue of shares.**

##### **Article 3.2.**

- 3.2.1. The general meeting resolves on the issue of shares and shall determine the issue price, as well as the further terms and conditions of the issue.
- 3.2.2. Shares shall never be issued at an issue price below the par value of the shares to be issued.
- 3.2.3. Shares shall be issued by notarial deed in accordance with the provisions of section 2:196 CC.

#### **Payment for shares.**

##### **Article 3.3.**

- 3.3.1. Payment must be made in cash, providing no alternative contribution has been agreed.
- 3.3.2. Payment in a currency other than the par value is subject to the company's consent.

#### **Pre-emptive rights.**

##### **Article 3.4.**

A shareholder has no pre-emptive rights upon an issue of shares or upon a grant of rights to subscribe for shares.

### **Chapter 4**

#### **Profit and loss. Distributions on shares.**

##### **Article 4.1.**

- 4.1.1. The general meeting is authorised to appropriate the profits that follow from the adoption of the annual accounts or to determine how a deficit will be accounted for as well as to resolve upon interim distributions from the profits or distributions from the reserves, provided that the company's equity exceeds the total amount of the reserves to be maintained pursuant to the law. A resolution to distribute profits or reserves is subject to the approval of the managing board. The managing board shall only withhold its approval if it knows or should reasonably expect that following the distribution the company cannot continue to pay its debts due.
- 4.1.2. Shares which the company holds in its own share capital shall not be taken into account for the purpose of determining how the amount to be distributed on shares is to be divided, unless such shares are subject to a right of usufruct or a right of pledge in favour of a third party as a result of which the profit entitlement vests in the holder of the right of usufruct or the holder of the

- right of pledge.
- 4.1.3. A loss may only be applied against reserves maintained pursuant to the law to the extent permitted by law.
- 4.1.4. Distributions shall be due and payable on the date set by the general meeting.
- 4.1.5. Distributions which have not been collected within five years of the start of the second day on which they became due and payable shall revert to the company.
- 4.1.6. The general meeting may resolve that distributions shall be distributed in whole or in part in a form other than cash.

#### **Acquisition of shares.**

##### **Article 4.2.**

- 4.2.1. The managing board, with due observance of the applicable relevant statutory provisions, resolves on the acquisition by the company of fully paid-up shares. Acquisition by the company of non-paid up shares is null and void.
- 4.2.2. Acquisition of own shares is not permitted if and in so far as a result of such acquisition not at least one share is held by a person other than the company or a subsidiary.
- 4.2.3. The provisions of section 2:207a, subsection 2 CC apply in the event of an acquisition by the company by way of universal title of succession of all shares as a result of which the company together with its subsidiaries holds all shares.

#### **Chapter 5**

##### **Share transfer restrictions.**

##### **Article 5.1.**

The transfer of shares is not restricted as referred to in section 2:195 CC.

#### **Chapter 6**

##### **Shareholders' register.**

##### **Article 6.1.**

- 6.1.1. The managing board shall keep a register in accordance with the requirements as referred to in section 2:194 CC.
- 6.1.2. The managing board shall make the register available at the office of the company for inspection by the persons entitled to attend general meetings.

##### **Notices and notifications.**

##### **Article 6.2.**

Notices of meetings and notifications to persons entitled to attend general meetings shall be given in writing to the addresses stated in the shareholders' register. With the consent of the persons entitled to attend general meetings notices of meetings and notifications may be given to him by sending an e-mail.

Notifications to the managing board or to persons referred to in article 7.1.3 shall be given in writing to the company's address, or by e-mail to the address provided for this purpose.

##### **Depository receipt holders.**

##### **Article 6.3.**

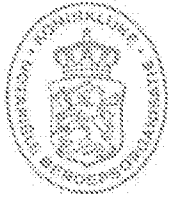
No meeting rights can be attached to depository receipts.

##### **Right of pledge.**

##### **Article 6.4.**

- 6.4.1. A right of pledge may be established on shares.
- 6.4.2. The voting rights attached to shares can be granted to the holders of a right of





- pledge. Holders of a right of pledge with voting rights have meeting rights. —  
Holders of a right of pledge without voting rights do not have meeting rights. —
- 6.4.3. Shareholders who as a result of a right of pledge do not have voting rights, —  
have meeting rights. —

#### Right of usufruct.

##### Article 6.5.

- 6.5.1. A right of usufruct may be established on shares. —
- 6.5.2. The voting rights attached to shares can be granted to the holders of a right of usufruct. Holders of a right of usufruct with voting rights have meeting rights. —  
Holders of a right of usufruct without voting rights do not have meeting rights. —
- 6.5.3. Shareholders who as a result of a right of usufruct do not have voting rights, —  
have meeting rights. —

#### Form of transfer of shares.

##### Article 6.6.

Any transfer of shares or of a right of usufruct on shares or the creation or release of a right of usufruct on shares shall be effected by notarial deed in accordance with section 2:196 CC. —

#### Chapter 7

#### Management.

##### Article 7.1.

- 7.1.1. The company shall be managed by a managing board. The general meeting —  
shall determine the number of managing directors. —  
A legal entity may be appointed as managing director. —
- 7.1.2. Managing directors shall be appointed by the general meeting. The general —  
meeting may at any time suspend and dismiss managing directors. —
- 7.1.3. In the event that one or more managing directors is prevented from acting, or —  
in the case of a vacancy or vacancies for one or more managing directors, the  
remaining managing directors or the only remaining managing director shall —  
temporarily be in charge of the management. —  
In the event that all managing directors are or the only managing director is —  
prevented from acting or there are vacancies for all managing directors or —  
there is a vacancy for the only managing director, the person designated or to  
be designated by the general meeting shall temporarily be in charge of the —  
management. —  
In the case of vacancy all managing directors or the sole managing director, —  
the person as meant in the previous sentence shall as soon as possible take —  
the necessary measures to make a definitive arrangement. —  
The term prevented from acting is taken to mean: —  
(i) suspension; —  
(ii) illness; —  
(iii) inaccessibility, —  
in the events referred to under sub (ii) and (iii) without the possibility of —  
contact for a period of five (5) days between the managing director and the —  
company, unless the general meeting, where applicable, sets a different term. —

#### Remuneration.

##### Article 7.2.

The general meeting shall determine the remuneration and other terms and conditions —  
which apply to the managing directors. —

**Managing board. Adoption of resolutions.**

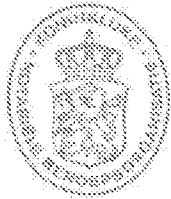
**Article 7.3.**

- 7.3.1. With due observance of these articles of association, the managing board may adopt written rules governing its internal proceedings. Furthermore, subject to the approval of the general meeting, the managing directors may divide their duties among themselves, whether or not by rule.
- 7.3.2. The managing board shall meet whenever a managing director so requires. The managing board shall adopt its resolutions by an absolute majority of votes cast. In a tie vote, the general meeting shall decide.
- 7.3.3. If a managing director has a direct or indirect personal conflict of interest with the company, he shall not participate in the deliberations and the decision-making process concerned in the managing board. If as a result thereof no resolution of the managing board can be adopted, the resolution is adopted by the general meeting.
- 7.3.4. The managing board may also adopt resolutions without holding a meeting, provided such resolutions are adopted in writing or in a reproducible manner by electronic means of communication and all managing directors entitled to vote have consented to adopting the resolution outside a meeting. Articles 7.3.2 and 7.3.3 shall equally apply to adoption by the managing board of resolutions without holding a meeting.
- 7.3.5. The general meeting may in a resolution to that effect and to be communicated to the managing board, resolve that clearly specified resolutions of the managing board require its approval.
- 7.3.6. The managing board may not, without a mandate from the general meeting, file for bankruptcy of the company.
- 7.3.7. The managing board shall adhere to the instructions of the general meeting, unless such instructions are contrary to an overriding interest of the company and its business enterprise.

**Representation.**

**Article 7.4.**

- 7.4.1. The managing board, as well as each managing director acting independently, is authorised to represent the company.
- 7.4.2. If all shares in the company's share capital are held by one shareholder, legal acts with such shareholder shall, if such shareholder also represents the company, be laid down in writing. The foregoing equally applies to a joint owner in a matrimonial community of property or a community of registered partnership comprising shares but does not apply to legal acts that under the conditions stipulated are in the company's normal course of business.
- 7.4.3. The managing board may grant one or more persons, whether or not employed by the company, the power to represent the company (procuratie) or grant in a different manner the power to represent the company on a continuing basis. The managing board may also grant such other titles as it may determine to persons as referred to in the preceding sentence, as well as to other persons, but only if such persons are employed by the company.
- 7.4.4. The managing board may perform legal acts as mentioned in section 2:204 paragraph 1 CC without the prior approval of the general meeting as long as this power is not explicitly excluded or restricted by any provision in these



articles.

## **Chapter 8**

### **General meetings.**

#### **Article 8.1.**

8.1.1. At least one general meeting shall be held during the company's financial year, unless the matters referred to in article 8.1.2 have been decided upon in accordance with article 8.5.

8.1.2. The agenda for his annual general meeting shall in any case include the following items:

- a. if section 2:391 CC applies to the company, the consideration of the annual report;
- b. the adoption of the annual accounts;
- c. the appropriation of profits;
- d. the discharge of managing directors for their management in the preceding financial year.

The items referred to above need not be included on the agenda if the period for preparing the annual accounts and, if applicable, presenting the annual report has been extended or if the agenda includes a proposal to that effect; the sub a, b and d items referred to above need not to be included in such agenda if the annual accounts are adopted in the manner provided for in article 8.1.3.

At the annual general meeting, any other items that have been put on the agenda in accordance with paragraphs article 8.2 shall be dealt with.

8.1.3. If all shareholders are also managing directors of the company, signing the annual accounts by all managing directors counts as adoption of the annual accounts provided that all other persons entitled to attend general meetings have been given the opportunity to take note of the annual accounts and have consented to this manner of adoption. The adoption of the annual accounts referred to in the preceding sentence entails the discharge of managing directors referred to in article 8.1.2 sub d.

8.1.4. A general meeting shall be convened whenever the managing board or a shareholder considers appropriate.

#### **Notice.**

#### **Article 8.2.**

8.2.1. General meetings shall be held in the municipality where the company has its corporate seat.

8.2.2. Notice shall be given within the period as referred to in section 2:225 CC.

8.2.3. If one or more of the requirements referred to in articles 8.2.1 and/or 8.2.2 have not been met, valid resolutions may only be adopted at a general meeting if all persons entitled to attend general meetings have consented thereto and the managing directors have been given the opportunity to advise prior to the adoption of the resolution.

8.2.4. The notice shall specify the matters to be discussed as well as the date and time of the meeting. Article 8.2.3 shall equally apply to adoption of resolutions regarding matters which have not been included in the notice.

#### **Order of the meeting.**

#### **Article 8.3.**

8.3.1. The general meeting shall appoint its chairman. The chairman shall designate

the secretary.

8.3.2. Minutes shall be kept of the business transacted at the meeting.

8.3.3. Managing directors are authorised to attend general meetings and as such they have an advisory vote at the general meetings.

#### **Voting arrangement: proxy.**

##### **Article 8.4.**

8.4.1. Each share confers the right to cast one vote at the general meeting. Blank votes and invalid votes shall be regarded as not having been cast.

8.4.2. Resolutions shall be adopted by an absolute majority of the votes cast, unless the law or the articles of association require a larger majority.

8.4.3. The managing board may resolve that each person entitled to attend the general meeting has the right to take note of the meeting by electronic means of communication.

8.4.4. The managing board may resolve that each person who is entitled to vote has the right to exercise his voting rights by electronic means of communication, either in person or by a proxy authorised in writing. To do so, such person must be identifiable through the electronic means of communication and be able to directly observe the proceedings at the meeting.

8.4.5. The managing board may attach conditions to the use of the electronic means of the communication. The notice of the meeting shall set out these conditions or state where they can be consulted.

8.4.6. Persons entitled to attend general meetings may be represented at the meeting by a proxy authorised in writing.

8.4.7. For the purpose of articles 8.4.4 and 8.4.6, the requirement of written form shall also be met if the proxy has been recorded electronically.

#### **Resolutions without holding a meeting.**

##### **Article 8.5.**

Persons entitled to vote may adopt any resolutions which they could adopt at a meeting, without holding a meeting. The managing directors are given the opportunity to advise regarding such resolution prior to the adoption thereof.

A resolution to be adopted without holding a meeting shall only be valid if all persons entitled to attend general meetings consent thereto and furthermore provided that either in writing or in a reproducible manner by electronic means of communication such number of votes have been cast in favour of the proposal concerned as prescribed by law and/or these articles of association. The requirement of votes in writing shall also be met if the resolution, specifying how each of the persons entitled to vote has cast his vote, is laid down in writing or electronically.

Those who have adopted a resolution without holding a meeting shall forthwith notify the managing board.

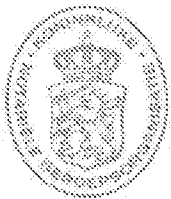
#### **Chapter 9**

##### **Financial year; annual statement of accounts.**

##### **Article 9.1.**

9.1.1. The financial year shall coincide with the calendar year.

9.1.2. Annually, within five months after the end of each financial year - save where this period is extended by a maximum of five months by the general meeting on the basis of special circumstances - the managing board shall prepare annual accounts and shall make these available at the office of the company for inspection by the persons entitled to attend general meetings.



- 9.1.3. The annual accounts shall be accompanied by the auditor's statement referred to in article 9.2, if the assignment referred to in that article has been given, by the annual report, unless section 2:391 CC does not apply to the company, and by the additional information referred to in section 2:392 subsection 1 CC, insofar as the provisions of that subsection apply to the company.
- 9.1.4. The annual accounts shall be signed by all managing directors; if the signature of one or more of them is lacking, this shall be disclosed, stating the reasons therefor.
- 9.1.5. The annual accounts as prepared shall be adopted by the general meeting, unless the annual accounts as prepared have already been adopted in accordance with article 8.1.3.

#### **Auditor.**

##### **Article 9.2.**

- 9.2.1. The company may give an assignment to an auditor as referred to in section 2:393 CC to audit the annual accounts prepared by the managing board in accordance with subsection 3 of such section provided that the company gives such assignment if the law so requires.
- 9.2.2. The general meeting shall be authorised to give the assignment referred to above. If the general meeting fails to do so, then the managing board shall be so authorised.
- 9.2.3. The assignment given to the auditor may be revoked by the general meeting and by the corporate body which has given such assignment. The assignment may only be revoked for good reasons with due observance of section 2:393 subsection 2 CC.
- 9.2.4. The auditor shall report on his audit to the managing board and shall report on the results of his examination, in an auditor's statement, regarding the accuracy of the annual accounts.

#### **Chapter 10**

##### **Dissolution.**

##### **Article 10.1.**

- 10.1.1. If the company is dissolved pursuant to a resolution of the general meeting, the managing directors shall become the liquidators of the company's property if and to the extent that the general meeting does not appoint one or more other liquidators.
- 10.1.2. After the company has ceased to exist, its books, records and other data carriers shall remain in the custody of the person designated for that purpose by the liquidators for a period of seven years.

Ultimately the person appearing declares that:

- Schlumberger Technology B.V. has been established on the fourteenth day of October nineteen hundred eighty-three;
- Zeitecs B.V. has been established on the twenty-seventh day of July two thousand seven;
- Both aforementioned companies have merged on the seventh day of October two thousand seventeen as a result of which Schlumberger Technology B.V. has acquired all the assets and liabilities of Zeitecs B.V. and Zeitecs B.V. has ceased to exist; and
- At the time of the merger the issued and paid-up share capital of the company was

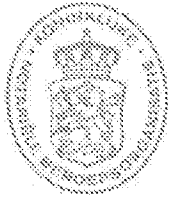
eighteen thousand euros (EUR 18,000.--), consisting of eighteen thousand (18,000) shares with a par value of one euro (EUR 1.--), which are held by Schlumberger B.V., a private company with limited liability (*besloten vennootschap*) with corporate seat in The Hague, The Netherlands, and having its address at Parkstraat 83, 2514 JG The Hague, The Netherlands, registration number 27093931.

The person appearing is known to me, civil law notary. THIS DEED was executed in The Hague on the day and in the year first above written. The contents of this deed were stated and explained to the person appearing. The person appearing declared that he did not require the deed to be read out in its entirety, that he had taken note of the contents of this deed well in advance of its execution and that he agreed to its contents. Thereupon this deed was read out in part and immediately after that it was signed by the person appearing and by me, civil law notary.

(Followed by signatures)

ISSUED FOR TRUE COPY

A handwritten signature in black ink is written over a circular notary seal. The seal features a central coat of arms with a crown and two lions. The text around the seal reads "Mr. M.J.J.R. LENTZE" at the top and "NOTARIS TE S-GRAVENHAGE" at the bottom, separated by two stars.



The undersigned, Mr Michaël John José Reinier Lentze, civil law notary in The Hague, -- declares that it sufficiently appears to him that all formal requirements have been ----- adhered to for all resolutions which the departments 2 en 3 of Title 7 of Book 2 of the ----- Dutch Civil Code, the articles of association of the Merging Companies, require with ----- respect to a merger and further that the requirements contained in the departments 2 ----- and 3 of said title and in the said articles of association have been complied with. -----

Signed at The Hague on the sixth day of October two thousand seventeen. -----

A handwritten signature in black ink, appearing to be 'M.J. Reinier Lentze', written in a cursive style.

