



CGG

Société Anonyme with a share capital of € 6,952,719
Registered office: Tour Maine Montparnasse, 33 avenue du Maine, 75015 Paris
Paris Trade and Company Register No.: 969 202 241 R.C.S. Paris

Statement on the compensation of the senior officers ("*mandataires sociaux*") of CGG

Paris, April 30, 2018.

On April 26, 2018, the Board of Directors of CGG resolved upon certain components of the compensation of the Chairman of the Board and the Chief Executive Officer. These components are published pursuant to the Corporate Governance Code of listed companies, and were determined as follows by the Board of Directors, further to the proposal of the Appointment-Remuneration Committee:

I. Chairman of the Board of Directors

Fixed compensation for fiscal year 2018

Mr. Philippe Salle will receive an annual fixed compensation of €170,000 as Chairman of the Board of Directors. In addition, he will receive a fixed amount of Directors' fees of €70,000. For 2018, this compensation shall be paid on a prorata basis.

General benefits and health plan

Pursuant to the procedure applicable to related-party agreements set forth by section L.225-38 and seq. of the French Commercial Code, the Board of Directors approved the application of the general benefits and health plan applicable to all the employees of CGG S.A., to Mr. Philippe Salle.

II. Chief Executive Officer

Termination of the employment agreement

Pursuant to the code of corporate governance for listed companies, the employment agreement entered into between Mrs. Sophie Zurquiyah and GG Services (U.S.) Inc. has been terminated.

Fixed compensation for fiscal year 2018

Mrs. Sophie Zurquiyah will receive an annual fixed compensation of €630,000 which will be paid on a prorata basis in 2018. Mrs. Sophie Zurquiyah will also benefit for a company car which will be reinstated as a benefit in kind which shall not exceed €11,880 on an annual basis.

Variable compensation for fiscal year 2018

For fiscal year 2018, the variable compensation of Mrs. Sophie Zurquiyah shall be determined by the Board of Directors, further to the proposal of the Appointment-Remuneration Committee, in the first quarter 2019 based on the 2018 financial statements. This variable part is subject to the completion of individual objectives based on qualitative

criteria (representing one-third of the variable compensation) and financial objectives based on quantitative criteria (representing two-thirds of the variable compensation). The target bonus is set at 100% of her fixed compensation.

General benefits and health plan

Pursuant to the procedure applicable to related-party agreements set forth by section L.225-38 and seq. of the French Commercial Code, the Board of Directors approved the application of the general benefits and health plan applicable to all the employees of CGG S.A., to Mrs. Sophie Zurquiyah.

US individual health insurance

Pursuant to the procedure applicable to related-party agreements set forth by section L.225-38 and seq. of the French Commercial Code, the Board of Directors approved the implementation of a US individual health insurance for the benefit of Mrs. Sophie Zurquiyah. The annual subscription fee in relation thereto amounts to US\$16, 946 for 2018.

Individual insurance covering loss of employment

Pursuant to the procedure applicable to related-party agreements set forth by section L. 225-38 and seq. of the French Commercial Code, the Board of directors authorized the Company to subscribe with GSC GAN, as from May 1, 2018, an individual insurance policy covering loss of employment, in favor of Mrs. Sophie Zurquiyah. The annual subscription fee payable by the Company amounts to €€7,261 for 2018 and will be reinstated as a benefit in kind.

Contractual indemnity in case of termination

Pursuant to the procedure applicable to related-party agreements set forth by section L. 225-42-1 and seq. of the French Commercial Code, the Board of directors authorized the Company to enter into a special severance payment agreement with Mrs. Sophie Zurquiyah in case of termination of her office ("Special Severance Payment"), with the following terms and conditions:

The Special Severance Payment shall be paid to you only in the event of:

- Dismissal or non-renewal of Mrs. Sophie Zurquiyah's office in the event of a forced departure (involving a resignation), relating to a "Change of Control" that has occurred in the absence of any failure situation, which failure shall, for the purposes of this paragraph, be characterized by the non-fulfillment of all the performance conditions set out hereafter; It is hereby specified that a departure occurring within the twelve months following the occurrence of Change of Control shall be considered as a Forced Departure;
- Dismissal in the absence of serious or gross misconduct occurring in the absence of any situation of failure characterized for the purposes of this paragraph by failure to meet the performance conditions set out hereafter.

Payment of the Special Severance Payment will depend on the level of the average rate of the objectives relating to Mrs. Sophie Zurquiyah's variable compensation calculated over the three financial years preceding the date of notice:

- If such average rate is below 60%, no Special Severance Payment will be paid;
- If such average rate is 60%, the Special Severance Payment will be equal to 60% of its amount;
- If such average rate is higher than 60%, the Special Severance Payment will be paid on a straight-line basis from 60% to 100% of its amount.

This Special Severance Payment will be equal to the difference between (i) a gross amount capped at 200% of the reference annual compensation, including all sums irrespective of type or basis to which Mrs. Sophie Zurquiyah may be entitled as a consequence of the severance, and (ii) any sums to which Mrs. Sophie Zurquiyah may be entitled further to the application of the non-competition commitment.

The Board of Directors shall verify prior to the payment of the Special Severance Payment that (i) the performance conditions are duly fulfilled and (ii) the Special Severance Payment is compliant with the code of corporate governance for listed companies in force as of the date Mrs. Sophie Zurquiyah would leave the Company.

Non-compete agreement

Pursuant to the procedure applicable to related-party agreements set forth by section L. 225-38 and seq. of the French Commercial Code, the Board of directors approved a non-compete agreement to be entered into between the Company and Mrs. Sophie Zurquiyah.

In consideration of this non-compete-agreement valid for 18 months as from the date on which Mrs. Sophie Zurquiyah would leave her position as CEO of the Company, she would receive a compensation corresponding to 100% of the annual reference remuneration as defined in her protection letter.

Supplementary retirement plan

Pursuant to the procedure applicable to related-party agreements set forth by section L. 225-38 and seq. of the commerce code, the Board of directors authorized the Company to extend the benefit of the supplementary retirement plan implemented on January 1, 2005 and applicable in particular to the members of the Group's executive committee, to Mrs. Sophie Zurquiyah.

All the agreements approved by the Board of Directors pursuant to the procedure applicable to related-party agreements as set forth by section L. 225-38 and seq. of the French Commercial Code shall be subject to the approval of the shareholders' meeting convened to approve the 2018 financial statements. Pursuant to section L.225-42-1 of the French Commercial Code, the benefits owed to Mrs. Sophie Zurquiyah in connection with the termination of her corporate office shall be subject to the shareholders' approval in a separate resolution.

Contact CGG: General Secretary
Tour Maine Montparnasse,
33 avenue du Maine - 75 015 Paris