

Til Aksjonærene i
Petroleum Geo-Services ASA (PGS)

Our ref.: ESA

Lysaker, 30. mars 2010

PGS ORDINÆRE GENERALFORSAMLING
29. APRIL 2010 – KL. 10.00

Vedlagt oversendes:

- Innkalling
- Fullmaktsskjema

Årsrapporten for 2009 og de øvrige vedleggene til innkallingen vil bli gjort tilgjengelig på www.pgs.com senest den 8. april 2010. Disse blir ikke lenger bli automatisk sendt ut i papirformat til den enkelte aksjonær. Fysisk eksemplar vil imidlertid bli tilsendt ved forespørsel til ir@pgs.com.

Med vennlig hilsen
for Petroleum Geo-Services ASA



Francis Gugen
Styreformann

VEDLEGG

**INNKALLING TIL
ORDINÆR GENERALFORSAMLING**

Det innkalles herved til ordinær generalforsamling for 2010 i Petroleum Geo-Services ASA ("Selskapet"). Møtet vil bli avholdt i PGS-huset, Strandveien 4, 1366 Lysaker, Norge den

29. april 2010 kl. 10.00 norsk tid

Vedleggene til innkallingen følger ikke med papirversjonen av innkallingen, men er gjort tilgjengelige på www.pgs.com.

Selskapets styre har bestemt å innkalle til ordinær generalforsamling for å stemme over følgende saker beskrevet nedenfor.

Generalforsamlingen vil bli åpnet av styreleder, og i henhold til vedtektenes § 9 vil styreleder også lede den ordinære generalforsamlingen.

SAK 1 GODKJENNELSE AV INNKALLING OG AGENDA

SAK 2 VALG AV PERSON TIL Å MEDUNDERTEGNE PROTOKOLLEN

Det foreslås at det velges en person blant de tilstedeværende på den generalforsamlingen til å medundertegne protokollen.

SAK 3 GODKJENNELSE AV ÅRSOPPGJØR FOR PETROLEUM GEO-SERVICES ASA OG KONSERNET FOR 2009

Årsberetning og årsregnskap for Petroleum Geo-Services ASA og konsernet for 2009 er fremlagt som Vedlegg I.

Forslag til vedtak:

"Årsberetning og årsregnskap for 2009 for Petroleum Geo-Services ASA og konsernet godkjennes."

SAK 4 GODKJENNELSE AV REVISJONSHONORAR FOR 2009

Revisjonshonoraret for Petroleum Geo-Services ASA for 2009 er på NOK 3,001,544. Dette beløpet inkluderer ikke honorar i tilknytning til revisjon av Selskapets datterselskaper, revisjon av Selskapets konsoliderte regnskaper eller for andre utførte tjenester. Se Note 34 til konsernregnskape for ytterligere informasjon.

Forslag til vedtak:

"Generalforsamlingen godkjenner revisjonshonoraret for 2009."

SAK 5 VALG AV STYREMEDLEMMER

Forslagene til valg av styremedlemmer er basert på anbefalinger i Valgkomitèen's rapport, se vedlegg II til innkallingen og selskapest vedtekter § 6 a).

Styremedlemmenes tjenesteperiode er ett år eller frem til neste ordinære generalforsamling.

Sak 5.1 Francis Robert Gugen (styreleder)

Forslag til vedtak:

"Francis Robert Gugen blir gjenvalgt som styreleder for en tjenesteperiode fra og med denne dato."

Sak 5.2 Harald Norvik (nestleder)

Forslag til vedtak:

"Harald Norvik blir gjenvalgt som styrets nestleder for en tjenesteperiode fra og med denne dato."

Sak 5.3 Daniel J. Piette

Forslag til vedtak:

"Daniel J. Piette blir gjenvalgt som styremedlem for en tjenesteperiode fra og med denne dato."

Sak 5.4 Holly Van Deursen

Forslag til vedtak:

"Holly Van Deursen blir gjenvalgt som styremedlem for en tjenesteperiode fra og med denne dato."

Sak 5.5 Annette Malm Justad

Forslag til vedtak:

"Annette Malm Justad blir gjenvalgt som styremedlem for en tjenesteperiode fra og med denne dato."

Sak 5.6 Carol Bell

Forslag til vedtak:

”Carol Bell blir gjenvalgt som styremedlem for en tjenesteperiode fra og med denne dato.”

Sak 5.7 Ingar Skaug

Forslag til vedtak:

”Ingar Skaug blir gjenvalgt som styremedlem for en tjenesteperiode fra og med denne dato.”

SAK 6 VALGKOMITÉ – VALG AV MEDLEMMER

Forslaget til valg av Valgkomitéen er basert på anbefalinger i Valgkomitéen’s rapport, se vedlegg II til innkallingen samt Selskapets vedtekter § 6 b).

Sak 6.1 Roger O’Neil (leder)

Forslag til vedtak:

”Roger O’Neil blir gjenvalgt som leder av Valgkomitéen for en ny tjenesteperiode fra og med denne dato og til og med den ordinære generalforsamlingen i 2011.”

Sak 6.2 C. Maury Devine

Forslag til vedtak:

”C. Maury Devine blir gjenvalgt som medlem av Valgkomitéen for en ny tjenesteperiode fra og med denne dato og til og med den ordinære generalforsamlingen i 2011.”

Sak 6.3 Hanne Harlem

Forslag til vedtak:

”Hanne Harlem blir gjenvalgt som medlem av Valgkomitéen for en ny tjenesteperiode fra og med denne dato og til og med den ordinære generalforsamlingen i 2011.”

SAK 7 GODKJENNELSE AV HONORARER FOR STYREMEDLEMMER OG MEDLEMMER AV VALGKOMITÉEN

Sak 7.1 Forslag om å godkjenne honorarer for styremedlemmene og medlemmene av Valgkomitéen

I overensstemmelse med vedtektenes § 6 c) fremlegger Valgkomitéen et forslag om å godkjenne honorarene til styremedlemmene og medlemmene av Valgkomitéen, se Vedlegg III.

Honorarene for styremedlemmene og for medlemmene av Valgkomitéen er fastsatt i henhold til de prinsippene som ble vedtatt av den ordinære generalforsamlingen i 2009, se Vedlegg IV.

Forslag til vedtak:

”Generalforsamlingen godkjenner honorarene til hvert av styremedlemmene og til hvert av medlemmene i Valgkomitéen.”

Sak 7.2 Forslag om å godkjenne prinsippene for fastsettelse av aksjonærvalgte styremedlemmers honorar for perioden 29. april 2010 til generalforsamlingen 2011

I overensstemmelse med vedtektenes § 6 c), fremmer Valgkomitéen forslag til generalforsamlingen for fastsettelse av prinsippene for de aksjonærvalgte styremedlemmenes honorarer for perioden 29. april 2010 til generalforsamlingen 2011, se Vedlegg V.

Forslag til vedtak:

”Generalforsamlingen godkjenner prinsippene for fastsettelse av aksjonærvalgte styremedlemmers honorar for perioden 29. april 2010 til generalforsamlingen 2011.”

Sak 7.3 Forslag om å godkjenne prinsippene for fastsettelse av medlemmene av Valgkomitéen sine honorarer for perioden 29. april 2010 til generalforsamlingen 2011

I overensstemmelse med vedtektenes § 6 c), fremmer Valgkomitéen forslag til generalforsamlingen for fastsettelse av prinsippene for Valgkomitéens medlemmers honorarer for perioden 29. april 2010 til generalforsamlingen 2011, Vedlegg VI.

Forslag til vedtak:

”Generalforsamlingen godkjenner prinsippene for fastsettelse av Valgkomitéens medlemmers honorarer for perioden 29. april 2010 til generalforsamlingen 2011.”

SAK 8 ERKLÆRING FRA STYRET OM PRINSIPPER FOR FASTSETTELSE AV LØNN OG ANNEN GODTGJØRELSE TIL LEDENDE ANSATTE

I samsvar med Allmennaksjeloven § 6-16a har styret avgitt med en erklæring om prinsipper for fastsettelse av lønn og annen godtgjørelse til ledende ansatte i Selskapet. Erklæringen følger som Vedlegg VII.

Forslag til vedtak:

”Styrets erklæring i samsvar med allmennaksjeloven § 6-16a godkjennes.”

SAK 9 FULLMAKT TIL Å KJØPE EGNE AKSJER

Generalforsamlingen i PGS har årlig gitt styret fullmakt til å erverve egne aksjer. Styret foreslår at denne fullmakten fornyes.

Hensikten med en slik tilbakekjøpsfullmakt er å tillate tilpassninger i Selskapets kapitalstruktur. Det er videre styrets oppfatning at en beholdning av egne aksjer vil gi Selskapet fleksibilitet i forhold til oppfyllelse av aksjeinsentivprogrammer for ansatte og til finansiering av mulige oppkjøp og andre mulige transaksjoner foretatt av Selskapet.

Forslag til vedtak:

- (i) *”Styret gis fullmakt til å kjøpe aksjer i Selskapet på vegne av Selskapet.*
- (ii) *Aksjene må kjøpes til allminnelige markedsbetingelser i et regulert marked hvor aksjene omsettes.*
- (iii) *Aksjene skal avhendes enten som en del av oppfyllelsen av insentivprogrammer for ansatte, som en del av vederlaget ved oppkjøp som foretas av Selskapet, som en del av vederlaget i fusjoner, fisjoner eller oppkjøp som involverer Selskapet, ved at deler av eller alle aksjene slettes, eller for å innhente midler til spesifikke investeringer, i den hensikt å nedbetale lån (inklusive konvertible lån) eller styrke firmaets kapitalgrunnlag. Styret står fritt til å velge hensiktsmessige avhendingsmetoder for disse formål.*
- (iv) *Den maksimale pålydende verdi av aksjene som totalt kan erverves i henhold til denne fullmakt er NOK 59.399.997. Erverv av egne aksjer må ikke under noen omstendighet finne sted i et slikt omfang at antallet egne aksjer utgjør mer enn ti prosent av aksjekapitalen. Minste beløp som kan betales for hver aksje som kjøpes i henhold til denne fullmakt er NOK 3, det maksimale beløp er NOK 300.*
- (v) *Denne fullmakten er gyldig fra registrering i Foretaksregisteret gyldig til 30. juni 2011.*
- (vi) *Fullmakten til å erverve aksjer, innvilget den 14. mai 2009, tilbakekalles fra det tidspunkt fullmakten i dette punkt 9 trer i kraft.”*

SAK 10 ENDRINGER I VEDTEKTENE

Styret foreslår visse endringer i selskapets vedtekter. Forslagene er i hovedsak begrunnet i endringer i allmennaksjeloven og et ønske om å tilpasse vedtektene til loven.

Sak 10.1 Tilrettelegging for skriftlig og elektronisk stemmegivning

Den nye § 5-8 b) i allmennaksjeloven åpner for skriftlig og elektronisk stemmegivning på generalforsamlingen dersom også vedtektene tillater slik stemmegivning. PGS vil ikke tilby elektronisk stemmegivning før tilfredsstillende tekniske løsninger er på plass. Styret finner imidlertid at vedtektene bør endres for å gjøre denne type stemmegivning mulig i prinsippet.

Forslag til vedtak:

Et nytt avsnitt innføres på slutten av vedtektenes § 7:

”Skriftlig og/eller elektronisk stemmegivning i samsvar med § 5-8 b) i allmennaksjeloven skal tillates på møter der en slik stemmegivning arrangeres av Selskapets styre.”

Sak 10.2 Varlingsfrist for innkalling til generalforsamling

Bestemmelsene i allmennaksjeloven vedrørende innkalling til generalforsamling er blitt endret, jf lovens § 5-11 b). Styret foreslår å endre Selskapets vedtekter slik at de er i overensstemmelse med den nye lovteksten.

Forslag til vedtak:

Første avsnitt i vedtektenes § 7 endres til følgende ordlyd:

”Innkalling til Generalforsamling skal sendes minst 3 uker før møtet. Innkalling til Ekstraordinær Generalforsamling kan sendes 2 uker før møtet, men bare dersom det tilbys elektronisk avstemning for det aktuelle møtet og Generalforsamlingen har gitt tillatelse til slik innkalling i henhold til allmennaksjelovens § 5-11 b) nr. 1”

SAK 11 GODKJENNELSE AV AKSJEOPSJONSPROGRAM

Styret fremmer forslag til generalforsamlingen om godkjenning av et nytt aksjeopsjonsprogram. Programmet er på samme vilkår som 2009-programmet, med unntak for den endring at minimumsperioden fra tildeling til utøvelse av opsjonene er justert fra henholdsvis 1, 2 og 3 år for hver tredjedel av de tildelte opsjonene, til henholdsvis 3 og 4 år for hver halvpart av de tildelte opsjonene. I henhold til det foreslåtte nye programmet, er den totale mulige årlige fortjenesten per ansatt under opsjonsprogrammet begrenset til 1,5 ganger årlig basisinntekt. Det nye programmet dekker totalt opp mot 1.500.000 aksjer. Vilkår og betingelser for det nye aksjeopsjonsprogrammet fremgår av aksjeopsjonsplanen inntatt i Vedlegg VIII.

Selskapet har tildelt 6.944.120 opsjoner under tidligere opsjonsplaner som fremdeles er utestående og kan utøves. Dersom de foreslåtte 1.500.000 opsjonene tildeles under den nye aksjeopsjonsplanen, vil det totale antall utestående opsjoner være 8.444.120, hvilket tilsvarer 4,26 % av Selskapets

samlede Aksjekapital. Det vil ikke bli tildelt flere opsoner på grunnlag av tidligere års planer, med mulig unntak for ca 200.000 opsjoner under 2009 programmet.

Generalforsamlingen oppfordres til å godkjenne aksjeopsjonsprogrammet.

Forslag til vedtak:

”Aksjeopsjonsprogrammet godkjennes.”

SAK 12 FORSLAG OM Å GI STYRET FULLMAKT TIL Å FORHØYE SELSKAPETS AKSJEKAPITAL

Generalforsamlingen i PGS har årlig tildelt styret fullmakt til å utstede nye aksjer. Styret foreslår at fullmakten som ble gitt i 2009 fornyes. Styret foreslår videre at fullmakten deles i to slik at det vil være en generell fullmakt og en fullmakt utelukkende knyttet til utstedelse av nye aksjer i h.h.t. Selskapets opsjonsprogrammer.

Styret er av den oppfatning at den begrensede generelle fullmakten er nødvendig for å gi fleksibilitet i tilfelle av mulige oppkjøp og andre transaksjoner og for oppgjør av slike, og at en slik fullmakt derfor vil være i Selskapets interesse. Videre foreslås det at styret gis fullmakt til å fravike eksisterende aksjonærens fortrinnsrett for å kunne tilrettelegge for at nye aksjonærer tegner aksjer.

Sak 12.1 Generell fullmakt til å forhøye aksjekapitalen

Forslag til vedtak:

Generalforsamlingen vedtar herved følgende styrefullmakt:

- (i) ”Styret gis fullmakt til å forhøye aksjekapitalen i Selskapet med totalt NOK 59.399.997 gjennom en eller flere tegninger. Styret har videre fullmakt til å fastsette prisen og vilkårene for slike tilbud og tegninger, inkludert, men ikke begrenset til, hvorvidt dette skal skje i det norske og/eller internasjonale markedet, hvorvidt rettet mot enkelte bestemte investorer eller offentlig, og hvorvidt fulltegnet eller ikke.*
- (ii) Fullmakten omfatter retten til å forhøye Selskapets aksjekapital ved å tillate tingsinnskudd, og retten til å pådra Selskapet særlige forpliktelser.*
- (iii) Fullmakten skal anvendes i forbindelse med mulige oppkjøp av selskaper eller forretningsforetak innenfor olje- og energisektoren, inkludert oljeservicesektoren, oppgjør for obligasjoner (inkludert konvertible lån), eller for å innhente midler for å styrke Selskapets kapitalbase.*
- (iv) Styret har videre fullmakt til å sette til side aksjeeiernes fortrinnsrett etter allmennaksjeloven § 10-4. Slik beslutning må begrunnes konkret av styret,*

og må være basert på at behovet for kapitalinnhenting eller strategiske forhold tilsier at slik tilsidesettelse er i Selskapets interesse.

- (v) Fullmakten omfatter vedtak om å fusjonere, jfr. allmennaksjeloven § 13-5.*
- (vi) Fullmakten skal gjelde fra og med den dag den blir registrert i Foretaksregisteret, og skal være gyldig til 30. juni 2011.*
- (vii) Fullmakten til å utstede nye aksjer som ble innvilget på den ekstraordinære generalforsamlingen 14. oktober 2009 tilbakekalles med virkning fra det tidspunkt fullmakten gitt i dette punkt 12.1 trer i kraft.”*

Sak 12.2 Fullmakt til å forhøye aksjekapitalen i forbindelse med aksjeopsjonsprogrammet

Forslag til vedtak:

Generalforsamlingen vedtar herved følgende styrefullmakt:

- (i) ”Styret gis fullmakt til å forhøye aksjekapitalen i Selskapet med totalt NOK 28.000.000, gjennom en eller flere tegninger. Styret har videre fullmakt til å fastsette prisen og vilkårene for slike tilbud og tegninger innenfor de begrensninger og i samsvar med de betingelser som fremgår av Selskapets til enhver tid gjeldende aksjeopsjonsprogrammer.*
- (ii) Fullmakten skal bare brukes i tilknytning til Selskapets til enhver tid gjeldende aksjeopsjonsprogrammer.*
- (iii) Styret har videre fullmakt til å sette til side aksjeeiernes fortrinnsrett etter allmennaksjeloven § 10-4. Dette er begrunnet med at aksjeopsjonsprogrammet har til formål å gi incentiver til ansatte .*
- (iv) Fullmakten skal gjelde fra og med den dag den blir registrert i Foretaksregisteret, og skal være gyldig til 30. juni 2011.*
- (v) Fullmakten til å utstede nye aksjer i henhold til Selskapets opsjonsprogrammer, som ble innvilget på generalforsamlingen den 14. mai 2009, tilbakekalles med virkning fra det tidspunkt fullmakten i dette punkt 12.2 trer i kraft.”*

SAK 13 FORSLAG OM Å GI STYRET FULLMAKT TIL Å UTSTEDE KONVERTIBLE LÅN

PGS' generalforsamling har tidligere tildelt Styret en årlig fullmakt til å utstede konvertible lån. Fullmakten som ble gitt i 2009 har ikke blitt benyttet. En tilsvarende fullmakt ble imidlertid benyttet i desember 2007, da Selskapet utstedte konvertible obligasjoner for å finansiere oppkjøpet av Arrow Seismic ASA. Styret overveier kontinuerlig muligheter for å videreutvikle Selskapet i

samsvar med Selskapets strategi. En sentral del av dette er å identifisere og tilrettelegge for den riktige finansielle strukturen for Selskapet. For å gi styret tilstrekkelig fleksibilitet til å kunne implementere en kostnadseffektiv og fleksibel finansiell struktur er det ønskelig at styret gis fullmakt til å beslutte og å inngå konvertible lån. Videre foreslås det at styret gis fullmakt til å fravike eksisterende aksjonærers fortrinnsrett for å kunne tilrettelegge for at nye aksjonærer tegner seg for lånet.

Forslag til vedtak:

Generalforsamlingen vedtar herved følgende styrefullmakt:

- (i) *”Selskapet kan utstede nye konvertible lån på til sammen NOK 3.500.000.000 (eller tilsvarende i annen valuta). Styret gis fullmakt til å fremforhandle og inngå konvertible låneavtaler innenfor begrensningene og i samsvar med betingelsene i denne fullmakten, og ellers i samsvar med styrets vurdering.*
- (ii) *Selskapets aksjekapital kan forhøyes med totalt opptil NOK 59.399.997 som en følge av at lån nevnt under dette punkts (i) konverteres til egenkapital.*
- (iii) *Aksjeeiernes fortrinnsrett til å tegne seg for lånet kan settes til side. Slik beslutning må begrunnes konkret av styret, og må være basert på at behovet for kapitalinnhenting eller strategiske forhold tilsier at slik tilsidesettelse er i Selskapets interesse.*
- (iv) *Fullmakten til å utstede nye konvertible lån skal gjelde fra og med den dag den blir registrert i Foretaksregisteret, og skal være gyldig til 30. juni 2011. Fullmakten til å forhøye aksjekapitalen i samsvar med underpunkt (ii) er stå seg så lenge Selskapet er forpliktet til slik konvertering etter låneavtalene.*
- (v) *Fullmakten til å utstede konvertible lån som ble innvilget den 14. mai 2009, tilbakekalles med virkning fra det tidspunkt fullmakten gitt i dette punkt 13 trer i kraft.”*

SAK 14 SKADESLØSHOLDELSE AV STYREMEDLEMMENE

Det har vært Selskapets praksis at den ordinære generalforsamlingen treffer et vedtak om at styremedlemmene holdes skadesløse i forhold til ansvar og krav rettet mot dem som følge av deres arbeid for Selskapet. På Selskapets ekstraordinære generalforsamling avholdt den 13. desember 2006, ble en generell skadesløsholdelsesavtale for styret godkjent.

Forslag til vedtak:

“Generalforsamlingen godkjenner skadesløsholdelse for styremedlemmene i perioden i fra 14. mai 2009 til 29. april 2010.”

* * *

På Selskapets ordinære generalforsamling har hver aksje én stemme. Det er i alt 197.999.999 aksjer i Selskapet. En aksjonær med aksjer registrert gjennom en forvalter har stemmerett tilsvarende det antall aksjer som er omfattet av forvaltningsoppdraget, forutsatt at eieren av aksjen innen to dager før den ordinære generalforsamlingen oppgir til Selskapet sitt navn og adresse sammen med en bekreftelse fra forvalteren om at han er den reelle eier av aksjene som holdes i forvaltning.

Aksjonærer som ønsker å ta del i den ordinære generalforsamlingen må gi varsel om dette til Nordea Bank Norge ASA, Verdipapirservice, Postboks 1166, Sentrum, 0107 Oslo, Norge ikke senere enn to arbeidsdager før den ordinære generalforsamlingen, dvs. 27. april 2010, senest innen 09.00 (norsk tid). Varsel kan også gis til Nordea Bank Norge ASA på telefaks +47 22 48 63 49.

Oslo, 30. mars 2010


Francis Gagen
Styreleder

Oversikt over vedlegg til innkallingen, som er gjort tilgjengelige på www.pgs.com :

Årsregnskap og årsberetning Vedlegg I
Valgkomitéens rapport, Vedlegg II
Honorarer for styremedlemmer og valgkomitémedlemmer frem til 29. april 2010, Vedlegg III
Prinsipper for fastsettelse av styremedlemmenes og valgkomitémedlemmenes honorar for 2010, Vedlegg IV
Prinsipper for fastsettelse av styremedlemmers honorarer frem til generalforsamlingen 2011, Vedlegg V
Prinsipper for fastsettelse av valgkomitémedlemmenes honorarer frem til generalforsamlingen 2011, Vedlegg VI
Erklæring om fastsettelse av lønn og annen godtgjørelse til ledende ansatte, Vedlegg VII
Aksjeopsjonsprogram, Vedlegg VIII

Dokumentene er på engelsk, med unntak for Vedlegg I.

Hvis De ikke kan være tilstede på den ordinære generalforsamlingen kan fullmakt gis til styreleder Francis Gugen, eller administrerende direktør Jon Erik Reinhardsen.

Francis Gugen

Jon Erik Reinhardsen

*Petroleum Geo-Services ASA
P.O. Box 89
1325 Lysaker – Norway*

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P.O. Box 89
1325 Lysaker – Norway*

NAVN
ADRESSE I
ADRESSE II
POSTNR POSTSTED
LAND

INNKALLING TIL ORDINÆR GENERALFORSAMLING
Ordinær generalforsamling i Petroleum Geo-Services ASA
avholdes torsdag 29. april 2010, kl. 10.00 i PGS-Huset,
Strandveien 4, 1366 LYSAKER.

MØTESEDDEL

PIN:

REF

Petroleum Geo-Services ASA – Ordinær generalforsamling

Møteseddelen må være Nordea Bank Norge ASA i hende **senest kl. 09.00, tirsdag 27. april 2010.**
Adresse: Nordea Bank Norge ASA, Issuer Services, PB 1166 Sentrum, 0107 Oslo. Telefax 22 48 63 49.

Undertegnede vil møte i Petroleum Geo-Services ASA's ordinære generalforsamling torsdag 29. april 2010 og

avgi stemme for mine/våre aksjer: _____

avgi stemme for aksjer ifølge vedlagte fullmakt(er).

Dato Aksjeeiers underskrift

(Undertegnes kun ved eget oppmøte. Ved fullmakt benyttes delen nedenfor)

FULLMAKT UTEN STEMMEINSTRUKS

PIN:

REF:

Petroleum Geo-Services ASA – Ordinær generalforsamling

Dersom De selv ikke kan møte på Ordinær generalforsamling, kan denne fullmakt benyttes av den De bemyndiger.

Fullmakten må være Nordea Bank Norge ASA i hende **senest kl. 09.00, tirsdag 27. april 2010.**
Adresse: Nordea Bank Norge ASA, Issuer Services, PB 1166 Sentrum, 0107 Oslo. Telefax 22 48 63 49.

Undertegnede aksjonær i Petroleum Geo-Services ASA gir herved

Francis Robert Gugen, Styrets leder

Jon Erik Reinhardsen, Konsernsjef

Andre

fullmakt til å møte og avgi stemme på mine/våre vegne i Petroleum Geo-Services ASA's ordinære generalforsamling torsdag, 29. april 2010.

Dato Aksjeeiers underskrift

Når det undertegnes iflg. fullmakt, skal dokumentasjon i form av firmaattest eller fullmakt vedlegges.

FULLMAKT MED STEMMEINSTRUKS**PIN:****REF:**

Dersom De ønsker å gi stemmeinstruks til fullmektigen må dette skjemaet brukes. Sakslisten i fullmaktsinstruksen under henviser til sakene på dagsorden for ordinær generalforsamling. Fullmakt med stemmeinstruks kan meddeles den De bemyndiger, eller De kan sende fullmakten uten å påføre navn på fullmektigen. I så fall vil fullmakten anses gitt til styrets leder, Francis R. Gugen.

Fullmakten sendes per post til Nordea Bank Norge ASA, Issuer Services, Postboks 1166 Sentrum, 0107 Oslo, eller telefax 22 48 63 49. Elektronisk innsendelse av fullmakt med stemmeinstruks vil ikke være mulig. Fullmakten må være registrert hos Nordea Bank Norge ASA, Issuer Services **innen tirsdag 27. april kl. 09.00**. Undertegnede aksjonær i Petroleum Geo-Services ASA gir herved

Francis R. Gugen, Styrets leder **Jon Erik Reinhardsen, Konsernsjef** **Andre**

fullmakt til å møte og avgi stemme på mine vegne i Petroleum Geo-Services ASA's ordinære generalforsamling torsdag, 29. april 2010.

Stemmeavgivningen skal skje i henhold til instruksjonene nedenfor. Merk at ikke avkryssende felt i agendaen nedenfor vil anses som en instruks om å stemme "FOR" forslagene i innkallingen.

Pkt	Agenda Generalforsamling 2010	FOR	MOT	AVSTÅR	FULLMEKTIG AVGJØR
1.	GODKJENNELSE AV INNKALLING OG AGENDA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	VALG AV PERSON TIL Å MEDUNDERTEGNE PROTOKOLLEN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	GODKJENNELSE AV ÅRSOPPGJØR FOR PETROLEUM GEO-SERVICES ASA OG KONSERNET FOR 2009	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	GODKJENNELSE AV REVISJONSHONORAR FOR 2009	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	VALG AV STYREMEDLEMMER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.1	Francis Robert Gugen (Styres leder)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	Harald Norvik (Styrets nestleder)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.3	Daniel J. Piette	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.4	Holly Van Deursen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.5	Annette Malm Justad	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.6	Carol Bell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.7	Ingar Skaug	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	VALGKOMITÉ – VALG AV MEDLEMMER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.1	Roger O'Neil (Leder)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.2	C. Maury Devine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.3	Hanne Harlem	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	GODKJENNELSE AV HONORARER FOR STYREMEDLEMMER OG MEDLEMMER AV VALGKOMITÉEN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.1	Forslag om å godkjenne honorarer for styremedlemmene og medlemmene av Valgkomitéen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.2	Forslag om å godkjenne prinsippene for fastsettelse av aksjonærvalgte styremedlemmers honorar fra 29. april 2010 til generalforsamlingen 2011	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.3	Forslag om å godkjenne prinsippene for fastsettelse av medlemmene av Valgkomitéen sine honorarer fra 29. april 2010 til generalforsamlingen 2011	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	ERKLÆRING FRA STYRET OM PRINSIPPER FOR FASTSETTELSE AV LØNN OG ANNEN GODTGJØRELSE TIL LEDENDE ANSATTE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	FULLMAKT TIL Å KJØPE EGNE AKSJER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	ENDRINGER I VEDTEKTENE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.1	Tilrettelegging for skriftlig og elektronisk stemmegivning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.2	Varslingsfrist for innkalling til generalforsamling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	GODKJENNELSE AV AKSJEOPPSJONSPROGRAM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	FORSLAG OM Å GI STYRET FULLMAKT TIL Å FORHØYE SELSKAPETS AKSJEKAPITAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.1	Generell fullmakt til å forhøye aksjekapitalen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.2	Fullmakt til å forhøye aksjekapitalen i forbindelse med aksjeoppsjonsprogrammet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	FORSLAG OM Å GI STYRET FULLMAKT TIL Å UTSTEDE KONVERTIBLE LÅN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	SKADESLØSHOLDELSE AV STYREMEDLEMMENE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Ovennevnte fullmektig har fullmakt til å møte og avgi stemme på mine/våre vegne i Petroleum Geo-Services ASA's ordinære generalforsamling torsdag, 29. april 2010.

Når det undertegnes iflg. fullmakt, skal dokumentasjon i form av firmaattest eller fullmakt vedlegges.

Dato

Aksjeeiers underskrift

Nomination Committee Report to 2010 AGM

Introduction

The Nomination Committee in PGS was established at the Annual General Meeting June 8th 2005. The current committee consists of Roger O'Neil (Chairperson), C. Maury Devine and Hanne Harlem. None of the members of the Nomination Committee are employees of PGS or members of the Board of Directors of PGS.

The Nomination Committee had three meetings in 2009.

The main duties of the Nomination Committee are to propose nominees for election as members and chairperson to the Board of Directors and the Nomination Committee, and to propose the fees to be paid to the members of the Board and the Nomination Committee. The duties of the Nomination Committee are further regulated in the Nomination Committee Mandate and Charter (the "Charter"). The Charter is available on www.pgs.com.

Nominees for the Board of Directors

The Nomination Committee has in preparation of its work related to proposing nominees for election as members and chairperson to the Board of Directors interviewed all existing members of the Board of Directors and the CEO. For the Annual General Meeting (AGM) April 29th 2010, the Nomination Committee emphasizes the importance of PGS' need for a balance of experience and expertise among the members to the Board of Directors, which will provide knowledge of the strategic, international, financial and technological and management issues which face PGS and PGS' management.

PGS currently meets the requirements for both male and female directors of the Public Limited Companies Act Section 6-11 a (1). The same will apply if the Board proposed by the Nomination Committee is adopted by the AGM.

Mrs. Wenche Kjøølås has informed the Nomination Committee of her intention to resign from the Board on the 2010 AGM. The Nomination Committee proposes not to appoint any new Director in lieu of Mrs. Kjøølås at the 2010 AGM given the increased number of Directors that followed the election of Mrs. Bell and Mr. Skaug on the 14 October 2009 Extraordinary General Meeting.

The Nomination Committee does not propose any other changes in the Board. The proposal is thus to re-elect for a one year term the Directors Francis Gugen (chairperson), Harald Norvik (vice chairperson), Carol Bell, Holly Van Deursen, Annette Malm Justad, Daniel J. Piette and Ingar Skaug.

The Nomination Committee is of the opinion that the proposed Board will have the competence necessary to establish an Audit Committee in accordance with competency requirements of the Public Companies Act § 6-42.

Details of the Board members experience and expertise can be found on www.pgs.com.

The Nomination Committee has put considerable effort in assessing the needs of PGS' Board of Directors. The Nomination Committee believes that the existing Board of Directors, will provide the necessary industry knowledge, technical competence, financial expertise and corporate experience needed for PGS' corporate governance.

Nominees for the Nomination Committee

The Nomination Committee has carefully considered whether to propose new members to the Nomination Committee on the 2010 Annual General Meeting. In this work, the Nomination Committee has specifically evaluated PGS' need for a Nomination Committee which has knowledge of the strategic, international, financial and technological and management issues which face PGS in order to identify qualified and suitable nominees to the Board of Directors. The Nomination Committee also emphasize the importance of both male and female members and both Norwegian and international members.

On this basis, the Nomination Committee proposes that Nomination Committee members Roger O'Neil, C. Maury Devine and Hanne Harlem be re-elected for a one year term.

It is proposed that Mr. O'Neil is elected chairperson of the Nomination Committee.

Remuneration of the shareholder elected Board of Directors

The Nomination Committee has reviewed remuneration practice for Directors in both international and Norwegian peer companies in order to establish a recommendation to the AGM. The Nomination Committee has concluded that no adjustments in current compensation levels are required. The remuneration scheme thus proposed for the period 2010 - 2011 AGM is seen in Appendix V to the calling notice for the 2010 AGM.

The remuneration payable to the Directors for the previous period from 2009-2010 is set forth in Appendix III to the calling notice. This remuneration is calculated on basis of the principles for Director remuneration that were adapted by the 2009 AGM, see Appendix IV to the 2010 AGM calling notice.

Remuneration of the Nomination Committee

The principles for and levels of Nomination Committee member fees for the period from the 2010 AGM to the 2011 AGM proposed by the Nomination Committee are seen in Appendix VI to the calling notice for the 2010 AGM. In presenting this for approval, the Nomination Committee has considered, among others, the need for a compensation structure reflecting the amount of work in the Nomination Committee as well as the structure of such work. The Nomination Committee has also considered comparable data

for Norwegian companies. The proposal is to keep the remuneration on the same level as it has been in the period from 2009-2010.

The fees payable to the Nomination Committee members for the period from 2009-2010 are set forth in Appendix III to the calling notice. These numbers are calculated on basis of the principles for remuneration that were adapted by the 2009 AGM, see Appendix IV to the 2010 AGM calling notice.

* * *

Shareholders who wish to propose new board members to PGS could do so by sending an e-mail to Mr. O'Neil at ir@pgs.com. Such proposals should be sent to the Nomination Committee at least two months prior to the Company's AGM.

FEES FOR BOARD MEMBERS and NOMINATION COMMITTEE MEMBERS
14 May 2009 - 29 April 2010 *)

Appendix III

			TOTAL
Ulltveit-Moe, Jens	Chairman until 14 May 2009	USD	5 500
Gugen, Francis	Chairman	USD	99 375
Norvik, Harald	Vice Chairman + Chairman Audit Committee	USD	89 938
Piette, Daniel J.	Director + Member Audit Committee	USD	94 750
Kjølås, Wenche	Director + Member Audit Committee	USD	84 625
Bell, Carol	Director + Member Audit Committee	USD	50 292
Justad, Annette Malm	Director + Member Remuneration Committee	USD	76 375
Van Deursen, Holly A.	Director + Chairman Remuneration Committee	USD	93 188
Skaug, Ingar	Director + Member Remuneration Committee	USD	26 416
			620 459
			TOTAL
O'Neil, Roger	Chair Person Nomination Committee	USD	31 250
Devine, C. Maury	Member Nomination Committee	USD	23 250
Harlem, Hanne	Member Nomination Committee	USD	9 750
			64 250

*) Amounts below are maximum amounts and subject to participation in meetings up to and including the date of the AGM

PRINCIPLES FOR THE BOARD MEMBERS' FEES ¹⁾
For the period 14 May 2009 – 29 April 2010

	Board Member Fee	Audit Committee Fee	Remuneration Committee Fee	Participation Fee for each Meeting	Participation By phone	Travel Time Allowance for each meeting
All Members	\$ 50,000	\$ 9,000	\$ 5,000	\$ 1,000 (AC Meeting fee; \$ 1,500)	\$ 750	- Intercontinental travel: \$ 4,500. - Regional travel (e.g. within US or Europe): \$ 3,000. - Travel within same nation/state (e.g. within Norway or Texas): \$ 500 - Travel within same city: \$ 0
Committee Chairperson		Additional \$5,000	Additional \$2,500			
Chairperson	\$ 70,000			\$ 1,000	\$ 750	As for other members
Deputy Chairperson	\$ 5,000 extra					

Further, any costs incurred by the Board Members in relation to their participation as a member of Board or any of the committees, will be reimbursed by the Company.

All fees and costs will be paid on a quarterly basis in arrears.

PRINCIPLES FOR THE NOMINATION COMMITTEE MEMBERS' FEES
For the period 14 May 2009 to 29 April 2010

	Nomination Committee Fee	Participation Fee for each Meeting	Participation By phone	Travel Time Allowance for each meeting
All Members	\$ 5,000	\$ 1,000	\$ 750	- Intercontinental travel: \$ 4,500. - Regional travel (e.g. within US or Europe): \$ 3,000. - Travel within same nation/state (e.g. within Norway or Texas): \$ 500 - Travel within same city: \$ 0
Committee Chairperson	Additional \$ 2,500			

Further, any costs incurred by the Nomination Committee Members in relation to their participation as a member of the Nomination Committee or any of the committees, will be reimbursed by the Company.

All fees and costs will be paid on a quarterly basis in arrears.

PRINCIPLES FOR THE BOARD MEMBERS' FEES ¹⁾
For the period from 29 April 2010 to the annual general meeting 2011

	Board Member Fee	Audit Committee Fee	Remuneration Committee Fee	Participation Fee for each Meeting	Participation By phone	Travel Time Allowance for each meeting
All Members	\$ 50,000	\$ 9,000	\$ 5,000	\$ 1,000 (AC Meeting fee; \$ 1,500)	\$ 750	- Intercontinental travel: \$ 4,500. - Regional travel (e.g. within US or Europe): \$ 3,000. - Travel within same nation/state (e.g. within Norway or Texas): \$ 500 - Travel within same city: \$ 0
Committee Chairperson		Additional \$5,000	Additional \$2,500			
Chairperson	\$ 70,000			\$ 1,000	\$ 750	As for other members
Deputy Chairperson	\$ 5,000 extra					

Further, any costs incurred by the Board Members in relation to their participation as a member of Board or any of the committees, will be reimbursed by the Company.

All fees and costs will be paid on a quarterly basis in arrears.

- 1) Directors who are employee representatives shall not be covered by these principles, and separate principles for employee representatives will be prepared if employee representation becomes relevant. There are currently no employee representatives in the Board.

PRINCIPLES FOR THE NOMINATION COMMITTEE MEMBERS' FEES
For the period 29 April 2010 to the annual general meeting 2011

	Nomination Committee Fee	Participation Fee for each Meeting	Participation By phone	Travel Time Allowance for each meeting
All Members	\$ 5,000	\$ 1,000	\$ 750	- Intercontinental travel: \$ 4,500. - Regional travel (e.g. within US or Europe): \$ 3,000. – Travel within same nation/state (e.g. within Norway or Texas): \$ 500 - Travel within same city: \$ 0
Committee Chairperson	Additional \$ 2,500			

Further, any costs incurred by the Nomination Committee Members in relation to their participation as a member of the Nomination Committee or any of the committees, will be reimbursed by the Company.

All fees and costs will be paid on a quarterly basis in arrears.

Board of Directors' statement on remuneration to the CEO and the Executive Officers

In accordance with §6-16a of the Norwegian Public Limited Companies Act, the Board of Directors has prepared a statement related to the determination of salary and other benefits for our CEO and other executive officers. The guidelines set out below for our CEO and other executive officers salary and other benefits, for the coming fiscal year, will be presented to the shareholders for their advisory vote at the May 2010 Annual General Meeting.

PGS is an international company operating in the global geophysical industry. Our operations are conducted worldwide and our employment base is and needs to be largely international. The total compensation package for our CEO and other executive officers shall therefore be competitive both within the Norwegian labor market and internationally. Both the level of total compensation and the structure of the compensation package for our CEO and other executive officers shall be such that it may attract and retain highly qualified international managers. This will require the use of several different instruments and measures also meant to provide incentives for enhanced performance and to ensure common goals and interest between the shareholders and management.

The current remuneration package for our CEO and other executive officers includes fixed elements and variable elements. The fixed elements consist of a base salary and other benefits. Other benefits include car allowance, free newspaper subscription, free mobile phone, internet and similar benefits. The fixed elements also include a pension plan. The variable elements consist of a performance bonus plan and participation in our share option program. In addition, the executive officers, excluding the CEO, are on the basis of a bonus scheme adopted in 2008 entitled to a retention bonus payable in 2010 provided they are still employed and have not delivered or received a notice of termination at the time of payment.

The Board of Directors will continue to use all or some of these elements when determining compensation packages for the CEO and other executive officers in the coming fiscal year. However, no new retention bonus program will be offered in 2010.

The level of the annual performance bonus plan is determined based partly on achievements of agreed financial key performance indicators ("KPIs") for the group and each management group, and partly on achievements of agreed operational, financial and organisational KPIs included in a personal performance contract. The level of the annual performance bonus plan could previously be increased or decreased by maximum 20% depending on how the Company's share price performs related to the Company's peers, but this adjustment factor has been removed with effect from the bonus scheme for 2010.

The Group KPIs are financial targets set by the Board of Directors at the start of a fiscal year. The Group KPIs are thereafter broken down to business unit KPIs. The personal performance contract for our CEO and other executive officers will contain such KPI goals as well as KPI goals linked to other measures of success such as HSE, operational effectiveness and organisational development.

The CEO and other executive officers have identified maximum bonus levels, which may be exceeded only if performance is extraordinary and very substantially above defined goals. The

annual performance bonus for the CEO is approved by the Board of Directors in a meeting, based on recommendations from the Remuneration and Corporate Governance Committee, and the annual performance bonus of the other executive officers are reviewed and approved by the Remuneration and Corporate Governance Committee on the CEO's recommendation. The Board of Directors will continue to use this system for determining the level of annual performance bonus in the coming fiscal year.

The Annual General Meetings in 2006, 2008 and 2009 authorized the implementation of certain share option programs. Options for a total of 6,944,120 shares are outstanding as at March 2010 as a result of these programs, corresponding to 3.50 % of the total number of shares in the Company. With the addition of the new option program proposed for the 2010 Annual General Meeting, see below, the total number of options is estimated to be 8,444,120, corresponding to 4.26 % of the total number of shares. The number may be increased marginally through the award of a limited number or remaining options under the 2009 program. The purpose is to establish long-term incentive schemes for key personnel. The long-term commitment by the management and key employees is considered vital for further growth.

The Board of Directors this year proposes a new option program to the Annual General Meeting in April 2010. This option program follows similar principles as the existing programs. The cap on the total possible profit under the option program will be a maximum annual gain under the option program of 1.5 times the annual base salary for each individual, see further details in the plan. The option program to be presented to the Annual General Meeting in April 2010 covers an aggregate maximum of 1,500,000 shares or 0.76 % of the Company's number of outstanding shares.

This statement deals primarily with the remuneration of our CEO and other executive officers. However, the above described remuneration policy is to a large extent applicable to a broad group of key employees within the Company. Enhanced performance by the management groups is not achieved by our CEO and other executive officers alone but rather is dependent on a large number of managers and key employees throughout the Company. Therefore, a large and increasing number of managers and key employees are included in performance based remuneration schemes, which contain all or some of the above mentioned elements. More than 400 employees within the Company are currently eligible for performance based remuneration. In addition all other employees may receive up to a maximum of one month salary in annual bonus. The level of this bonus is determined by the Board based on the financial results of the Company.

Remuneration of the CEO and other executive officers will be evaluated regularly by the Remuneration and Corporate Governance Committee and the Board of Directors to ensure that salary and other benefits are kept, at all times within the above guidelines and principles.

The CEO will receive a set retention bonus of NOK 5,000,000 on April 1, 2011 provided that he has not left PGS willingly prior to this date. The reason for this was that the CEO had to walk away from substantial earned equity in the company where he was formerly employed. The Board of Directors considered this necessary to secure the employment of the CEO.

Since the Annual General Meeting in May 2009 the Board of Directors have followed the guidelines then approved by the Annual General Meeting with respect to remuneration of the CEO and the other executive officers.

April 29, 2010

Petroleum Geo-Services ASA 2010 Stock Option Plan

1. *Plan.* The Petroleum Geo-Services ASA 2010 Stock Option Plan (the “Plan”) was adopted by Petroleum Geo-Services ASA to reward certain corporate officers and employees of the Company and its Subsidiaries by enabling them to acquire Shares of the Company.

2. *Objectives.* The purpose of the Plan is to further the interests of the Company, its Subsidiaries and its shareholders by providing incentives in the form of Awards to employees who can contribute materially to the success and profitability of the Company and its Subsidiaries. Such Awards will recognize and reward outstanding performances and individual contributions and give Participants in the Plan an interest in the Company parallel to that of the shareholders, thus enhancing the proprietary and personal interest of such Participants in the Company’s continued success and progress. This Plan will also enable the Company and its Subsidiaries to attract and retain such employees.

3. *Definitions.* As used herein, the terms set forth below shall have the following respective meanings:

“Annual Base Salary” means the annual Base Salary payable to the Participant as of January 1 of the year in which the Exercise Notice, as described in Paragraph 12, is delivered to the Company.

“Award” means the grant of any Option to an Employee pursuant to such applicable terms, conditions, and limitations as may be established in order to fulfill the objectives of the Plan.

“Award Agreement” means one or more agreements between the Company or a Subsidiary and an Employee setting forth the terms, conditions and limitations applicable to an Award.

“Base Salary” means the base salary payable to the Participant excluding any and all extra payments or benefits, including, without limitation, (i) vacation, holiday and sick time, and (ii) all special payments, bonuses, allowances, reimbursements, and payments in lieu of overtime.

“Board” means the Board of Directors of the Company.

“Change of Control” is defined in Attachment A.

“Code” means the U.S. Internal Revenue Code of 1986, as amended from time to time.

“Committee” means the committee of the Board designated by the Board to administer certain portions of the Plan or, if no such committee is designated, the Board. The Committee may consist of Directors of the Board and/or of the personnel from the Company management.

“Company” means Petroleum Geo-Services ASA, a company organized and existing under the laws of the Kingdom of Norway.

“Employee” means (1) an employee of the Company or any of its Subsidiaries or (2) an individual who has agreed to become an employee of the Company or any of its Subsidiaries and is expected to become such an employee within six months following the applicable Grant Date.

“Exercise Notice” is defined in Paragraph 12.

“Fair Market Value” of a Share means, as of a particular date, (i) if the Company at that point is listed on Oslo Børs, the average trading price of the Shares on Oslo Børs that particular date, (ii) if the Company at that point is not listed on Oslo Børs, but is listed on another stock exchange, the average trading price of the Shares on such other stock exchange that particular date, or (iii) if the Shares are not publicly traded, the most recent value determined by an independent appraiser appointed by the Company for such purpose.

“Gain” means the difference between the aggregate Fair Market Value and aggregate Strike Price of the Shares as to which an Option is exercised.

“Grant Date” means the date an Award is granted to a Participant pursuant to the Plan.

“Incentive Stock Option” means an Option that is intended to comply with the requirements set forth in Section 422 of the Code.

“Nonqualified Stock Option” means an Option that is not an Incentive Stock Option.

“Option” means a right to purchase a specified number of Shares at a specified Strike Price, which right may be an Incentive Stock Option or a Nonqualified Stock Option.

“Participant” means an Employee to whom an Award has been granted under this Plan.

“Period of Exercise” is defined in Paragraph 8(b)(ii).

“Plan” is defined in Paragraph 1.

“Shares” means the ordinary shares of the Company, nominal value NOK 3 per share.

“Strike Price” means the price at which a Participant may exercise his or her right to purchase Shares under the terms of an Award.

“Subsidiary” means (i) in the case of a corporation, any corporation of which the Company directly or indirectly owns shares representing 50% or more of the combined voting power of the shares of all classes or series of share capital of such corporation which have the right to vote generally on matters submitted to a vote of the stockholders of such corporation, (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), (iii) any other corporation, partnership or other entity that is a “subsidiary” of the Company within the meaning of Rule 405 promulgated by the U.S. Securities and Exchange Commission under the U.S. Securities Act of 1933, as amended and (iv) any other corporation, partnership or other entity that is a “subsidiary” of the Company within the meaning of the Norwegian Public Limited Companies Act Section 1-3 second paragraph.

“Time of Termination” is defined in Paragraph 8(b)(v).

4. *Eligibility.* All Employees who are management or key personnel are eligible for the grant of Awards under this Plan at the discretion of the Committee.
5. *Shares Available for Awards.* Subject to the provisions of Paragraph 16 hereof, no Award shall be granted if it shall result in the aggregate number of Shares issued under the Plan plus the number of Shares covered by or subject to Awards then outstanding under this Plan (after giving effect to the grant of the Award in question) exceeding 1,500,000. All of the Shares shall be available for Incentive Stock Options.

The number of Shares that are the subject of Awards under this Plan that are forfeited or terminated or expire unexercised in a manner such that all or some of the Shares covered by an Award are not issued to a Participant shall again immediately become available for Awards hereunder. If, pursuant to procedures adopted in the discretion of the Committee, the Strike Price of any Award granted under the Plan is satisfied by tendering Shares to the Company, or tax withholding obligations resulting from the settlement of any such Award is satisfied by tendering or withholding Shares, only the number of Shares issued net of the Shares tendered or withheld shall be deemed delivered for purposes of determining usage of Shares against the maximum number of Shares available for delivery under the Plan set forth above. The Committee may from time to time adopt and observe such rules and procedures concerning the counting of Shares against the Plan maximum or any sublimit as it may deem appropriate, including rules more restrictive than those set forth above to the extent necessary to satisfy the requirements of any national stock exchange on which the Shares are listed, any applicable regulatory requirement or any tax qualification requirement, including the provisions of Section 422 of the Code. The Board and the appropriate officers of the Company are authorized to take from time to time whatever actions are necessary, and to file any required documents with governmental authorities, stock exchanges and transaction reporting systems to ensure that Shares are available for issuance pursuant to Awards.

The rights provided for by an Award Agreement, the grant of the Options and the Options themselves are at all times conditional on the Board having the necessary authorization to fulfill the delivery of the Shares under the Options. In the event the Board does not have the necessary authorization to fulfill the delivery of Shares under the Options, any Options awarded and exercised under the Plan shall be settled by a cash bonus payment in accordance with Paragraph 11 of this Plan.

6. *Administration.*
 - (a) This Plan shall be administered by the Committee, except as otherwise provided herein.

(b) Subject to the provisions hereof, the Committee shall have full and exclusive power and authority to administer this Plan and to take all actions that are specifically contemplated hereby or are necessary or appropriate in connection with the administration hereof. The Committee shall also have full and exclusive power to interpret this Plan and to adopt such rules, regulations and guidelines for carrying out this Plan as it may deem necessary or proper. The Committee may, in its discretion, provide for the extension of the exercisability of an Award, accelerate the vesting or exercisability of an Award, eliminate or make less restrictive any restrictions applicable to an Award, waive any restriction or other provision of this Plan or an Award or otherwise amend or modify an Award in any manner that is either (i) not materially adverse to the Participant to whom such Award was granted, (ii) consented to by such Participant, or (iii) made pursuant to the adjustment provisions in Paragraph 16. The Committee may correct any defect or supply any omission or reconcile any inconsistency in this Plan or in any Award in the manner and to the extent the Committee deems necessary or desirable to further the Plan purposes. Any decision of the Committee in the interpretation and administration of this Plan, which for the avoidance of doubt shall include the determination of any adjustments pursuant to Paragraph 16, shall lie within its sole and absolute discretion and shall be final, conclusive and binding on all parties concerned.

(c) No member of the Committee or officer of the Company to whom the Committee has delegated authority in accordance with the provisions of Paragraph 7 of this Plan shall be liable for anything done or omitted to be done by him or her, by any member of the Committee or by any officer of the Company in connection with the performance of any duties under this Plan, except for his or her own willful misconduct or as expressly provided by statute.

7. Delegation of Authority. Following the authorization of a pool of Shares to be available for Awards, the Board or the Committee may authorize a committee of one or more members of the Board to grant individual Awards from such pool pursuant to such conditions or limitations as the Board or the Committee may establish. The Committee may delegate to the Chief Executive Officer or to other employees of the Company or its Subsidiaries its administrative duties under this Plan (excluding its granting authority) pursuant to such conditions or limitations as the Committee may establish. The Committee may engage or authorize the engagement of a third-party administrator to carry out administrative functions under the Plan.

8. Awards.

(a) The Committee (or other committee to whom such authority is delegated under Paragraph 7) shall designate from time to time the Employees who are to be the Participants. Each Award may, in the discretion of the Committee, be embodied in an Award Agreement, which shall contain such terms, conditions, and limitations as shall be determined by the Committee in its sole discretion and, if required by the Committee, shall be signed by the Participant to whom the Award is granted and signed for and on behalf of the Company or the employing Subsidiary. Awards may be granted singly, in combination or in tandem. Awards may also be granted in combination or in tandem with, in replacement of, or as alternatives to, grants or rights under this Plan or any other employee plan of the Company or any of its Subsidiaries, including the plan of any acquired entity. All or part of an Award may be subject to conditions established by the Committee, which may include, but are not limited to,

continuous service with the Company and its Subsidiaries, achievement of specific business objectives or other comparable measurements of performance.

(b) *Option Terms.* An Award may be in the form of an Incentive Stock Option or a Nonqualified Stock Option. The Strike Price of an Option shall be not less than the Fair Market Value of the Shares subject to such Option on the Grant Date. The term of the Option shall extend no more than five years after the Grant Date. Subject to the foregoing provisions, the terms, conditions, and limitations applicable to any Options awarded to Employees pursuant to this Plan, including the Strike Price, the term of the Options, the number of Shares subject to the Option and the date or dates upon which they become exercisable, shall be determined by the Committee. Unless otherwise provided by the Committee, the following terms shall apply to all Options:

(i) *Vesting and Exercisability:* Subject to Paragraph 8(b)(iii) below, provided that the Participant remains in continuous employment with the Company or any Subsidiary, 1/2 of the Options will become vested and may be exercised beginning three years after the Grant Date and the other 1/2 of the Options will be vested and may be exercised beginning four years after the Grant Date. An Option may only be exercised with respect to a whole number of Shares.

(ii) *Period of Exercise:* The right to exercise vested Options may only be exercised during four periods each year, each such period being the three calendar-day period beginning on the first trading day following the day of the publication of the Company's quarterly results (each of these periods are hereinafter referred to as "Period of Exercise"). Subject to the next succeeding subparagraph, any such rights not exercised within the Period of Exercise will be transferred to the next Period of Exercise. The Committee may by written notice to Participants change the definition of Period of Exercise at its discretion.

(iii) *Maximum Option Shares:* Except as otherwise provided in Section 9 hereof, the number of Shares with respect to which an Option may be exercised under this Plan in any calendar year is capped such that in any calendar year, the sum of 1) the Gain which may be realized upon the exercise of such Option and 2) the gain which may be realized during the same calendar year upon the exercise of options awarded under the Company's previous share option programs and defined as Gain in such programs, shall not exceed an amount equal to (A) 1.5 multiplied by (B) the Participant's Annual Base Salary. If, pursuant to this Paragraph 8(b)(iii), the number of Shares subject to the Option includes fractional Shares, the number of Shares subject to the Option will be rounded down to the nearest whole Share. In the event the provisions of this Paragraph 8(b)(iii) apply to limit the Gain a Participant could otherwise receive without regard to the cap, then the Participant may exercise such Option with respect to the Shares limited by the cap during any of the successive calendar years prior to the expiration of the Option, subject to the cap applicable to such successive calendar year pursuant to this Section 8(b)(iii).

(iv) *Term:* Subject to earlier termination as provided in subparagraph (v) below, all Options must be exercised within five years after the Grant Date, and always within a Period of Exercise, and any Options not exercised within the said date, or if earlier the last Period of Exercise, will automatically become void and lapse without compensation to the Participant.

(v) *Termination of Employment:* In the event that the Participant resigns from his or her employment with the Company and/or its Subsidiaries or the Participant's employment with the

Company and/or its Subsidiaries is terminated for any reason, by the Company, by a Subsidiary, by operation of law, by the Participant or otherwise, or as a result of the Participant's employer ceasing to be a "Subsidiary" as defined in this Plan, no further Options will become vested after the date the Participant serves his or her notice to terminate the employment, or has been notified in writing of the termination (the "Time of Termination"). For the avoidance of doubt, a transfer of employment between the Company and a Subsidiary or between Subsidiaries shall not be considered a termination of employment for purposes of this Plan. After the Time of Termination, all Options not vested as of the Time of Termination shall become void and lapse without compensation to the Participant.

(A) Except in the event of the Participant's death as described in (B) below, all Options vested prior to the Time of Termination must be exercised during the first or second Period of Exercise immediately following the Time of Termination, and any rights not exercised within such Periods of Exercise will automatically become void and lapse without compensation to the Participant. In addition, subject to applicable law, in the event the Participant takes a leave of absence of six months or longer, the Committee may decide in its absolute discretion that the Option will be modified and/or terminated, without any compensation to the Participant.

(B) In the event of the Participant's death prior to the date five years following the Grant Date of an Option, then the Option, to the extent vested and exercisable as of the Participant's death, may be exercised by the person(s) to whom the Participant's rights in the Award have been transferred by will or the laws of descent and distribution during any Period of Exercise that ends prior to the earlier of (1) the date one year following the Participant's death or (2) the date five years following the Grant Date.

9. *Change of Control.* Notwithstanding any other provisions of the Plan, including Paragraphs 7 and 8 hereof, unless otherwise expressly provided in the applicable Award Agreement, in the event of a Change of Control during a Participant's employment with the Company or one of its Subsidiaries, (i) each Award granted under this Plan to the Participant shall become immediately vested in full (regardless of the otherwise applicable vesting schedules or performance goals provided for under the Award Agreement) and (ii) shall remain exercisable during any Period of Exercise that ends prior to the earlier of (A) the date one year following the Change of Control or (B) the date five years following the Grant Date. The limitation set forth in Paragraph 8(b)(iii) is not applicable in upon the occurrence of a Change of Control. Following a Change of Control, the Periods of Exercise may not be altered in a manner that is adverse to Participants without the express consent of the affected Participants.

10. *Participants in Different Jurisdictions.* The Committee may grant awards to persons in a particular country under such terms and conditions as may, in the judgment of the Committee, be necessary or advisable to comply with the laws of the applicable foreign jurisdictions and, to that end, may establish sub-plans, modified option exercise procedures and other terms and procedures. Notwithstanding the above, the Committee may not take any actions hereunder, and no Awards shall be granted, that would violate any securities law, any governing statute, or any other applicable law.

11. *Cash-Out of Awards.* At any time, at the discretion of the Committee, an Award may be settled by a cash payment equal to the excess, if any, of the Fair Market Value per Share on the

date of settlement over the Strike Price of the Award, multiplied by the number of Shares subject to the Award or, as applicable, with respect to which the Award is exercised.

12. *Option Exercise.* The right to acquire Shares on the basis of the Options shall be exercised by written notice by mail or e-mail to the Company (the “Exercise Notice”). Subject to additional and/or different direction provided by the Company’s external administrator, the Exercise Notice must be received by the Company before the Period of Exercise is expired, and the written notice shall be sent to the following address:

Mail:

Petroleum Geo-Services ASA
Att: Chief Financial Officer
P.O. Box 89
N-1325 Lysaker, Norway

E-mail: [ExerciseNotice@pgs.com]

The Exercise Notice shall authorize the Chief Financial Officer to subscribe for a number of Shares at the Strike Price on behalf of the Participant.

The payment for the Shares with respect to which an Option is exercised shall be made no later than five banking days after the Period of Exercise has expired to the account number given by the Company. Promptly after payment is received and the capital increase is registered at the Norwegian Business Register (“Brønnøysundregisteret”), the Shares with respect to which the Option is exercised will be issued and transferred to the Participant’s Norwegian Central Securities Depository account. Until the date that Shares are registered in a Participant’s account, the Participant shall have no rights as a shareholder pursuant to the Plan or any Award Agreement. From the date when the Shares are registered in the Participant’s account, the Participant will have the right to receive dividends declared with respect to such Shares.

As the Company is a public company and is listed on Oslo Børs, there are certain laws, rules and regulations that apply for subscription, sale and purchase of the Company’s securities (including Shares and options in the Company), including but not limited to insider trading rules and notification obligations. Each Participant is obliged, and is personally responsible, to make him or her self familiar with such rules and to abide by the same.

Furthermore, the Company has rules (which might be amended from time to time in the Company’s sole discretion) for its employees and employees of its Subsidiaries trading in its securities, and each Participant is also obliged, and is personally responsible, to make him or her self familiar with such Company rules and to abide by the same.

The Committee may adopt additional rules and procedures regarding the exercise of Options from time to time, provided that such rules and procedures are not inconsistent with the provisions of this Plan.

13. *Taxes.* The Participant shall be fully liable for any and all tax liabilities imposed upon the Participant pursuant to an Award and any and all rights conferred to the Participant under an Award Agreement, including but not limited to, taxes imposed by the exercise of Options and delivery of Shares or payment of cash. The Company will declare any Award and any issuance

of Shares or payment of cash on the basis of an Award Agreement to the Norwegian and/or other relevant tax authorities in accordance with applicable laws at all times. The Company or its designated third-party administrator shall have the right to deduct applicable taxes from any Award payment and withhold, at the time of delivery or vesting of cash or Shares under this Plan, an appropriate amount of cash or number of Shares or a combination thereof for payment of taxes or other amounts required by law or to take such other action as may be necessary in the opinion of the Company to satisfy all obligations for withholding of such taxes.

14. *Amendment, Modification, Suspension, or Termination of the Plan.* The Board may amend, modify, suspend, or terminate this Plan for the purpose of meeting or addressing any changes in legal requirements or for any other purpose permitted by law, except that (i) no amendment or alteration that would adversely affect in any material respect the rights of any Participant under any Award previously granted to such Participant shall be made without the consent of such Participant and (ii) no amendment or alteration shall be effective prior to its approval by the shareholders of the Company to the extent such approval is required by applicable legal requirements or the applicable requirements of the securities exchange on which the Shares are listed.

15 *Assignability.* Unless otherwise determined by the Committee and provided in the Award Agreement or the terms of the Award, no Award or any other benefit under this Plan shall be assignable or otherwise transferable except by will or by the laws of descent and distribution. The Committee may prescribe and include in applicable Award Agreements or the terms of the Award other restrictions on transfer. Any attempted assignment of an Award or any other benefit under this Plan in violation of this Paragraph 15 shall be null and void.

16. Adjustments.

(a) The existence of outstanding Awards shall not affect in any manner the right or power of the Company or its shareholders to make or authorize any or all adjustments, recapitalizations, reorganizations, or other changes in the share capital of the Company or its business or any merger, demerger or consolidation of the Company, or any issue of Shares, bonds, debentures, preferred or prior preference stock (whether or not such issue is prior to, on a parity with or junior to the existing Shares) or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding of any kind, whether or not of a character similar to that of the acts or proceedings enumerated above.

(b) In the event of any subdivision or consolidation of outstanding Shares, declaration of a dividend payable in Shares or other Share split, then (i) the number of Shares covered by the Options and (ii) the Strike Price shall each be proportionately adjusted by the Company as appropriate to reflect such transaction. In the event of any other recapitalization or capital reorganization of the Company, any consolidation, merger or demerger of the Company with another corporation or entity, the adoption by the Company of any plan of exchange affecting the Shares or any distribution to existing holders of Shares (including cash dividends), the Company shall make appropriate adjustments to (i) the number of Shares or other property covered by the Options and (ii) the Strike Price in respect of such Options; provided that such adjustments shall only be such as are necessary to maintain the proportionate interest of the holders of the Options and to preserve, without increasing, the value of such Options. In the event of a corporate

merger, demerger, consolidation, acquisition of assets or stock, separation, reorganization or liquidation, the Company shall be authorized (x) to substitute new awards for the Options, as part of such adjustment; (y) to cancel Options and give Participants notice and opportunity to exercise for 15 days prior to such cancellation; or (z) to cancel any Options and to deliver to the Participant cash in an amount equal to the difference between the Fair Market Value per Share on the day a written notice is sent to the Participant and the Strike Price, multiplied with the remaining Options in the hands of the Participant.

17. *Restrictions.* No Shares or other form of payment shall be issued with respect to any Award unless the Company shall be satisfied based on the advice of its counsel that such issuance will be in compliance with applicable law. Shares delivered under this Plan may be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations and other requirements of the applicable securities regulatory authority, any securities exchange or transaction reporting system upon which the Shares are then listed or to which it is admitted for quotation and any applicable law. The Committee may cause a legend or legends to be placed or coded upon the Shares to make appropriate reference to any such restrictions.

18. *Unfunded Plan.* This Plan shall be unfunded. Although bookkeeping accounts may be established with respect to Participants under this Plan, any such accounts shall be used merely as a bookkeeping convenience, including bookkeeping accounts established by a third-party administrator retained by the Company to administer the Plan. The Company shall not be required to segregate any assets for purposes of this Plan or Awards hereunder, nor shall the Company, the Board or the Committee be deemed to be a trustee of any benefit to be granted under this Plan. Any liability or obligation of the Company or any Subsidiary to any Participant with respect to an Award under this Plan shall be based solely upon any contractual obligations that may be created by this Plan and any Award Agreement or the terms of the Award, and no such liability or obligation of the Company or any Subsidiary shall be deemed to be secured by any pledge or other encumbrance on any property of the Company or any Subsidiary. None of the Company, any Subsidiary, the Board or the Committee shall be required to give any security or bond for the performance of any obligation that may be created by this Plan.

19. *Right to Employment.* Nothing in this Plan or any Award Agreement shall interfere with or limit in any way the right of the Company or its Subsidiaries to terminate any Participant's employment or other service relationship at any time, or confer upon any Participant any right to continue in the capacity in which he or she is employed or otherwise serves the Company or its Subsidiaries.

20. *Successors.* All obligations of the Company under the Plan with respect to Awards granted hereunder shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

21. *Governing Law.* This Plan and all determinations made and actions taken pursuant hereto shall be governed by and construed in accordance with the laws of the Kingdom of Norway.

22. *Effectiveness and Term.* The Plan is effective as of April 29, 2010. No Award shall be made under the Plan after April 29, 2015.

Attachment A

“Change of Control”

The following definition applies to Paragraph 9 of the foregoing Plan:

A “Change of Control” shall be deemed to have occurred if: (a) a tender offer is made and consummated for the ownership of 25% or more of the outstanding voting securities of the Company; (b) the Company is merged or consolidated with another corporation and as a result of such merger or consolidation less than 51% of the outstanding voting securities of the surviving or resulting corporation are owned in the aggregate by the persons or entities who were shareholders of the Company immediately prior to such merger or consolidation; or (c) the Company sells substantially all of its assets to another corporation, partnership or other entity that is not a wholly owned subsidiary of the Company.

**Petroleum Geo-Services ASA 2010 Stock Option Plan
Award Agreement**

This Award Agreement is made and entered into as of the date of grant set forth below (the “Grant Date”) by and between PGS xxx (the “Employer”) and the individual named below (“Participant”). Capitalized terms not defined herein shall have the meaning ascribed to them in the Petroleum Geo-Services ASA 2010 Stock Option Plan, as such plan may be amended from time to time (the “Plan”).

Participant: [...]

Address: [...]

Total Shares: [...]

Strike Price (per Share): NOK [...]

Grant Date: _____, 2010

Expiration Date for Exercise of Options: _____, 2017

1. **Grant of Option.** The Employer hereby grants to Participant an option (the “Option”) to purchase the total number of Shares set forth above (the “Option Shares”) at the Strike Price per share set forth above, subject to all of the terms and conditions of this Agreement and the Plan. To the extent the Participant is subject to tax in the United States, this Option is intended to be an Incentive Stock Option subject to the provisions of Section 422 of the Code to the fullest extent possible.
2. **Exercise of Option.** This Option shall be exercisable during its term only in accordance with the terms and provisions of the Plan. The exercise of this Option shall be subject to the limitation set forth in Paragraph 8(b)(iii) of the Plan.
3. **Termination of Status as an Employee.** In the event of termination of Participant’s employment with the Employer, the Company and its Subsidiaries, Participant may exercise this Option to the extent set forth in the Plan. To the extent that Participant was not entitled to exercise this Option at the Time of Termination, or if Participant does not exercise this Option within the time specified in the Plan, this Option shall terminate.
4. **Severability; Construction.** In the event that any provision in this Award Agreement shall be invalid or unenforceable, such provision shall be severed from and such invalidity or

unenforceability shall not be construed to have any effect on the remaining provisions of this Award Agreement. This Award Agreement shall be construed as to its fair meaning and not for or against either party.

5. **Governing Law.** This Award Agreement shall be deemed to be made under and governed by and construed in accordance with the laws of the Kingdom of Norway.

6. **Incorporation of Plan; Complete Agreement.** This Award Agreement and the grant of the Option hereunder are made pursuant to the Plan and are subject to all of the terms and provisions of the Plan as if fully set forth herein. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all other prior or contemporaneous agreements and understandings, whether oral or written; subject, however, that in the event of any conflict between this Award Agreement and the Plan, the Plan shall govern.

7. **Privileges of Stock Ownership.** Participant shall not have any of the rights of a shareholder with respect to any Shares until Participant exercises the Option and pays the Strike Price and the Option Shares are registered in the Participant's account.

8. **No Right to Employment or Continued Vesting.** PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE OPTION PURSUANT TO THE PLAN IS EARNED ONLY BY CONTINUING SERVICE AS AN EMPLOYEE AT THE WILL OF THE EMPLOYER (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING OPTION SHARES HEREUNDER). PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS OPTION, THE PLAN WHICH IS INCORPORATED HEREIN BY REFERENCE, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH IN THE PLAN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED EMPLOYMENT FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE WITH PARTICIPANT'S RIGHT OR THE EMPLOYER'S RIGHT TO TERMINATE PARTICIPANT'S EMPLOYMENT RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE.

Participant acknowledges receipt of a copy of the Plan, represents that Participant is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board or of the Committee upon any questions arising under the Plan.

Date: _____

THE EMPLOYER:

[...]

Sign. -----

Name: Jon Erik Reinhardsen

Title: CEO

PARTICIPANT:

Sign. -----

Name [...]

Address: [...]