Cleansing Presentation

21 October 2020

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Introduction

- Further to its announcement on September 25 regarding its agreement in principle on main terms with its lenders, PGS ASA (the "Company" or "PGS") has now entered into a lock-up agreement (the "Lock-Up Agreement")(1) with lenders representing, in aggregate, 79.6% of its c.$350 million RCF and c.$522 million TLB facilities. PGS has also entered into a consent and amendment agreement (the "Consent and Amendment Agreement")(2) with the representative of 100% of the finance parties under its c.$300 million export credit facilities ("ECF")

- The agreed terms of these transactions (the "Transactions") will, once consummated, extend the current near-term maturity and amortization profile under PGS's RCF/TLB and ECF facilities by approximately two years. Together with the cost saving initiatives previously announced, the Transactions will strengthen PGS's liquidity profile in the currently challenging operating environment

- The Lock-Up Agreement and the Consent and Amendment Agreement outline the agreed amendments and also maintain the forbearance arrangements previously put in place with the RCF/TLB lenders and ECF, respectively

- Unless 100% of the RCF and TLB Lenders consent to the Transactions, the amendments to the RCF and TLB will be implemented pursuant to an English law scheme of arrangement upon approval of the English Court, after obtaining the necessary majority creditor consent (being 75% by value and a majority in number of the total RCF and TLB voting in the Scheme) (the "Scheme")

- The Scheme will enable the Transaction in respect of the RCF and TLB to be implemented and bind all RCF and TLB lenders (including those who vote against or do not vote)

- To date, lenders holding a sufficient amount of RCF and TLB debt to meet the relevant Scheme approval levels have already signed the Lock-up Agreement

- The agreed amendments to the RCF, TLB and ECF facilities are inter-conditional and subject to customary conditions precedent and subsequent. They remain subject to the implementation processes described above

Notes:
1. The terms of the Lock-Up Agreement are effective immediately and subject to customary undertakings and termination events
2. The terms of the Consent and Amendment Agreement, other than the amendment terms, are effective immediately and are subject to customary termination events. The amendment terms will become effective upon the consummation of the Transactions.

Summary Terms of the Transaction [1]

Heading	ECF	TLB (including former 2020 RCF and former 2023 RCF)
Repayment schedule amendments	▪ Deferral of quarterly amortization starting from Sep-20 until and including Sep-22 (total of $106m) with regular quarterly amortizations to resume from Dec-22 – Deferred amounts to be repaid on earlier of (i) refinancing of $200m TLB amortization payment and (ii) four quarterly payments from Dec-22 to Sep-23	▪ The $135m RCF due 2020, the $215m RCF due 2023 and the c.$2m TLB due 2021 will each be converted into a new TLB on the same terms as the c.$520m 2024 TLB with the post transaction total debt under these credit facilities of c.$872m (subject to any increases in principal due to PIK (payment-in-kind) fees and any reduction in principal depending on lenders' decision to exchange part of their existing debt into new convertible bonds, in relation to which see further below) maturing in March 2024 with the following amortization profile payable pro-rata to all TLB lenders: – c.$135m amortization payment due in September 2022 – $200m amortization payment due in September 2023 – c.$9m quarterly amortization starting March 2023 ▪ Quarterly amortization payments of up to 5% per year of original principal amount of the ~$520m 2024 TLB due until December 2022 will be deferred and replaced by the new amortization schedule described above
Excess liquidity sweep	▪ ECF to benefit from share of excess liquidity sweep together with TLB Lenders (see under TLB)	▪ Current excess cash flow sweep to be replaced by excess liquidity sweep ▪ From first quarter-end post-closing to full repayment of deferred amounts for ECFs and the first c.$135m TLB amortization, quarterly excess liquidity sweep of any amount above $200m liquidity to be used to repay TLB and ECF deferred amounts (to be allocated pro rata based on outstanding amount at the time of (i) c.$135m TLB amortization due Sep-22 and (ii) accumulated deferred amortizations for ECFs) ▪ Following full repayment of deferred amounts for ECFs / c.$135m TLB amortization, quarterly excess liquidity sweep of any amount above $175m liquidity for repayment of TLB only ▪ All liquidity sweep applied against amortizations in a chronological order

Notes:
1. Only main economic terms shown
2. Subject to principal reduction of up to c.$13m depending on lenders' decision to exchange part of existing debt into new convertible bonds and increase as a result of the PIK fees

Summary Terms of the Transaction (1)

<table>
<tr><th>Heading</th><th>ECF</th><th>TLB (including former 2020 RCF and former 2023 RCF)</th></tr>
<tr><td>Interest</td><td>▪ Unchanged
▪ Accrued default interest waived</td><td>▪ 2021 TLB / 2020 RCF / 2023 RCF margins amended to equal current 2024 TLB terms (see below)
▪ Accrued default interest waived

Applicable Margin for Term Loans(2)

Total Gross Leverage Ratio | ABR Loans | Term Loan LIBOR Rate Loans
≤ 1.25x | 5.00% | 6.00%
> 1.25x, ≤ 1.75x | 5.50% | 6.50%
> 1.75x | 6.00% | 7.00%</td></tr>
<tr><td>Security</td><td colspan="2">▪ Further strengthening of current security package through, among other things, new intermediate holding companies share pledges and enhanced asset security</td></tr>
<tr><td>Financial Covenants</td><td colspan="2">▪ Financial covenants to apply to both TLB and ECF (the latter until repayment of the deferred amortization amount)
▪ $75m minimum liquidity covenant (at all times, reported quarterly)
▪ Quarterly net leverage covenant re-profiled as follows: i. 4.50x until 30-Jun-21 (inclusive), ii. 4.25x until 31-Dec-21 (inclusive), iii. 3.25x until 31-Dec-22 (inclusive), iv. 2.75x thereafter
▪ Financial covenant breach capable of cure through equity injection</td></tr>
</table>

Total Gross Leverage Ratio	ABR Loans	Term Loan LIBOR Rate Loans
≤ 1.25x	5.00%	6.00%
> 1.25x, ≤ 1.75x	5.50%	6.50%
> 1.75x	6.00%	7.00%

Notes:
1. Only main economic terms shown
2. In addition, for so long as the corporate rating of the Norwegian Borrower is not at least B3 and B- from Moody's and S&P, respectively (in each case with a stable outlook), the Applicable Margin with respect to the Term Loans shall be 6.50% for ABR Loans and 7.50% for LIBOR Loans (it being understood that the pricing grid above will not apply). For so long as the corporate rating of the Norwegian Borrower is at least B3 and B- from Moody's and S&P, respectively (in each case with a stable outlook) but not at least B2 and B from Moody's and S&P, respectively (in each case with a stable outlook), the Applicable Margin with respect to the Term Loans shall not be lower than 5.50% for ABR Loans and 6.50% for LIBOR Loans (it being understood that if Level I in the above chart would otherwise apply, Level II shall apply instead). Each change in the Applicable Margin pursuant to the foregoing sentence with respect to the Term Loans shall be effective on and after the first Business Day following a public announcement by Moody's and/or S&P of a change in the corporate rating of the Norwegian Borrower that would give rise to any required change in the Applicable Margin with respect to the Term Loans. Notwithstanding the foregoing, for so long as the Norwegian Borrower is unable to obtain ratings, then the Applicable Margin with respect to the Term Loans shall be 6.50% for ABR Loans and 7.50% for LIBOR Loans

Summary Terms of the Transaction (1)

Heading	ECF	TLB (including former 2020 RCF and former 2023 RCF)
Early bird fee	▪ 25bps early bird fee lenders who sign Consent and Amendment Agreement by applicable early bird fee deadline	▪ 25bps early bird fee payable at closing on all amounts locked-up at closing to lenders who sign Lock-up Agreement by applicable early bird fee deadline and comply with its undertakings to support the implementation of the transaction
Consent fee	▪ 71bps consent fee in cash	▪ 40bps consent fee including 15bps in cash and 25bps in PIK
Work fee		▪ Aggregate $1.2m work fee to be shared amongst certain members of TLB ad hoc group
Additional Fees		▪ A choice of (i) 1% PIK fee, or (ii) 50bps PIK fee + a pro rata preferential right to subscribe with a portion of existing debt for a PGS convertible bonds (see next page)

Notes:
1. Only main economic terms shown. Lenders are advised to refer to the full legal term sheet

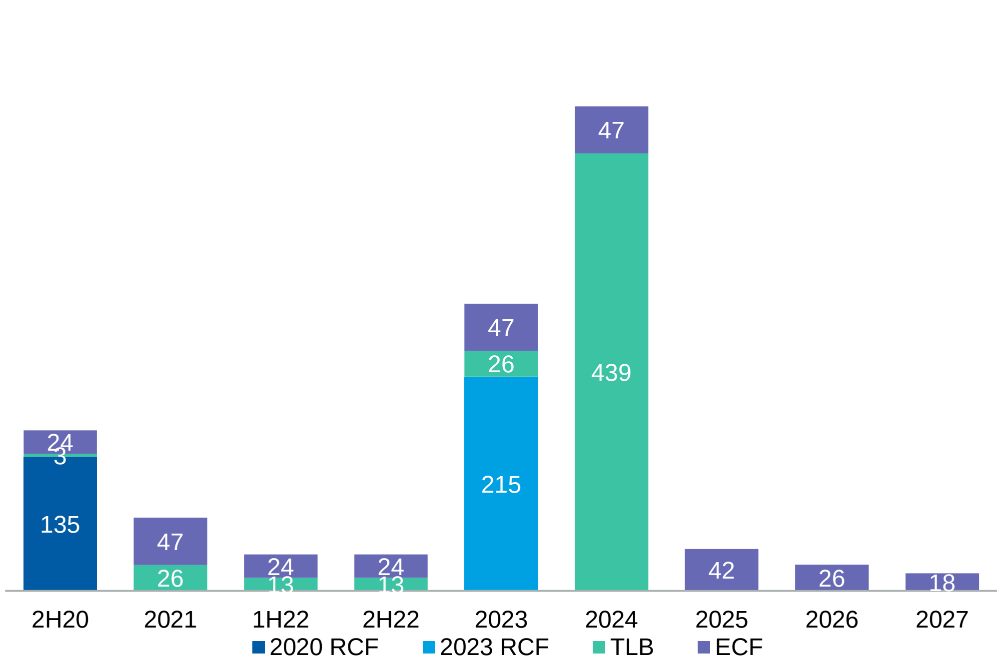
Convertible Bonds Summary Terms

Heading	Terms
Issuer	▪ PGS ASA
Aggregate nominal value	▪ Up to NOK 116,162,097
Maturity	▪ 3 year from issuance (at completion)
Conversion price	▪ Conversion price NOK 3 / share (i.e. aggregate up to maximum of 38,720,699 PGS ASA shares (10% of current outstanding shares))
Conversion period	▪ Any time until maturity, subject to customary notice periods
Issuer call	▪ PGS to have option to force conversion of the Convertible Bonds should the PGS share price be at NOK 6 / share or higher for 30 consecutive trading days
Coupon	▪ 5% per annum, paid semi-annually
Security	▪ Unsecured
Backstop	▪ To the extent the CB is not fully subscribed, certain lenders under the TLB will (i) subscribe for 80% of the unallocated amount for cash and (ii) have the right to subscribe for the remaining 20% of the unallocated amount for cash

PGS Pro Forma Debt Repayment Profile

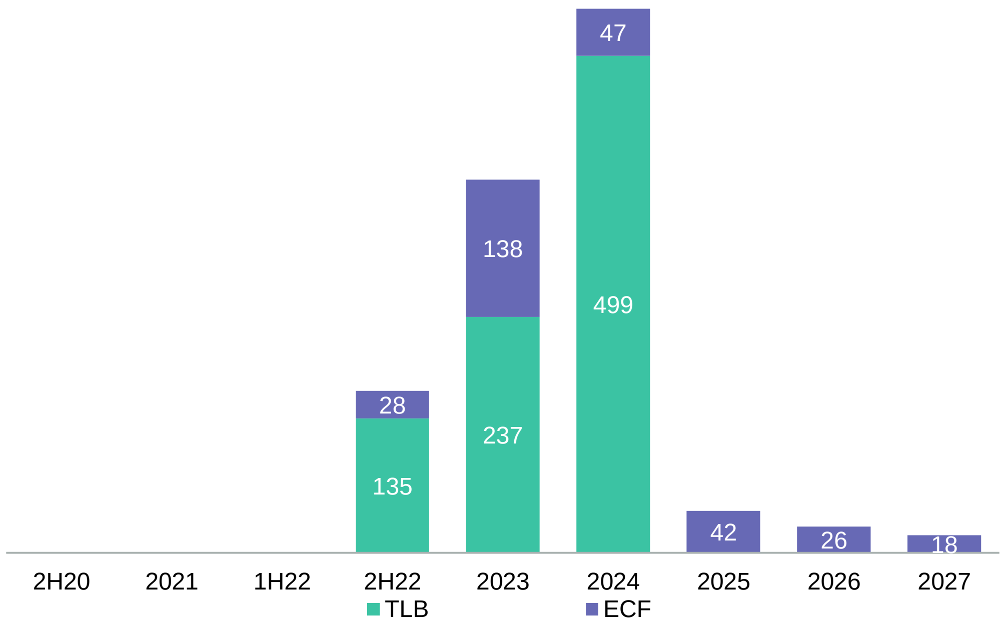
Current amortization profile

USD in millions



Pro forma amortization profile (1)

USD in millions



- Quarterly excess liquidity sweep above $200m to TLB and ECFs until c.$135m first amortization for TLB and deferred amortizations for ECFs are repaid in full
- Thereafter, TLB to benefit from a quarterly excess liquidity sweep above $175m, which will replace the current excess cash flow sweep

Notes:
1. Prior to PIK fees and convertible bonds issued as part of additional fees, and excluding excess liquidity sweep

Financial Model - Introduction

- In order to facilitate its previously announced discussions with lenders PGS has shared certain financial modelling numbers with members of the Ad Hoc Committee of TLB lenders
- Pursuant to agreed cleansing mechanisms, PGS shall publicly disclose these financial model numbers
- The following pages summarize such financial model numbers and are being furnished to satisfy the Company’s public disclosure obligations in respect of all material non-public information that has been shared with the Ad Hoc Committee as part of the discussions
- Financial model numbers disclosed in this presentation are used by the Company’s management internally, based on current expectations about future events, and are subject to risks and uncertainties which relate to factors that are beyond management’s ability to control or estimate precisely and that could cause actual results to differ materially from those expressed therein

Key Macro Assumptions - Possible Business Plan Scenarios(1)

	Low Case	Base Case
Macro	▪ Further impact from COVID-19 pandemic (e.g. second wave with further lock down)	▪ Gradual recovery from the COVID-19 pandemic
Oil market	▪ Delayed demand recovery to 2021 ▪ Insufficient supply reduction to meet reduced oil demand ▪ Brent oil price stays in the USD 30-40 range through most of 2021	▪ Balance between demand and supply resumed 2H 2020 ▪ OPEC+ remain disciplined ▪ Brent oil price trending up to USD 40-50 in 2H20 and towards USD 50-60 in 1H21
O&G companies	▪ Spending and activity kept down to protect cash flow	▪ A majority of the reductions in 2020 are projects postponed to 2021 and later ▪ Activity resumes in 2021 as oil price reaches cash flow break-even levels ▪ Activity reverts to pre-COVID 19 level in 24-36 months
Seismic industry	▪ MultiClient players continue at low activity levels in 2021 ▪ Supply side further reduced	▪ MultiClient players resume activity in 2021 ▪ Vessel operators adjust capacity to activity levels ▪ Limited activity increase required for price recovery due to supply side limitations
Operating strategy	▪ Slower resumption in operated vessel capacity vs. Base Case ▪ MultiClient investments and capex reduced vs. Base Case	▪ Operated vessel capacity and investments / capex expected to resume with market demand

Notes:
1. Scenario descriptions as of June 2020

Selected Financial Model Numbers (1)

	2019A	2020E	2021E	2022E	2023E	2024E
Segment revenue growth	5.5%	(28 - 34)%	0 – 10%	20 – 25%	15 – 20%	Similar to 2019
Avg. number of active vessels	8	6.00 – 6.50	4.75 – 5.75	5.75 – 6.75	6.75 – 7.75	7 – 8
Utilization	82%	~70 – 75%	~85%			
Active vessel time allocation to contract vs. MC	50/50%	~35/65%	~50/50%			
EBITDA margin	63%	65 – 68%	61 – 63%	63 – 65%	65 – 67%	65 – 67%
MC investment	($245 MM)	~($225 MM)	($150 – 175 MM)	($180 – 210 MM)	($220 – 250 MM)	($230 – 260 MM)
Net cash used in investing activities, excluding MC investment (2)	($8 MM)	~($35 MM)	($50 – 60 MM)	($60 – 80 MM)	($80 – 105 MM)	($90 – 105 MM)
Change in working capital (3)	($45 MM)	($0-20 MM)	Working capital release of $50 – 80 MM	Working capital to build as revenues grow broadly in line with 2019 normalised net working capital levels		
Payment of severance and other restructuring cost		~($30 MM)	~($5 MM)	Not expected to be material		

Notes:
1. No payments relating to debt, leases or taxation are included in the above financial model numbers
2. Includes net investment in property and equipment, intangible assets and other investing cash flow such as asset sales and change of long term restricted cash
3. Includes change of accounts receivables, accrued revenues and other receivables, deferred revenues, accounts payable, as well as other current and long-term items relating to operating activities. The amount excludes provision for and payment of severance and other restructuring cost. The drop in business activities in 2020 followed by stabilisation from 2021 is expected to result in a reduction of both receivables and payables, but the effect on the receivable side is delayed due a combination of factors including (i) an agreement with a customer to pay approximately $30m in January for the pre-funding license on a survey acquired in Q1-Q2 2020 and (ii) the forecasted seasonal distribution of revenues in 2020 (which is more back-ended than the average). This results in a more moderate release of receivables in 2020 than we would otherwise expect. We expect that the seasonal distribution will return to historical levels from 2021

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