

**Compagnie Générale de Géophysique –
Veritas SA (CGGVeritas SA)**

Statutory Auditors' Special Report on Related
Party Agreements and Commitments

General Meeting of Shareholders to approve the financial
statements for the year ended December 31, 2011

ERNST & YOUNG ET AUTRES

MAZARS

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This report should be read in conjunction with and is construed in accordance with French law and professional standards applicable in France

MAZARS

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SOCIETE ANONYME D'EXPERTISE COMPTABLE ET DE COMMISSARIAT AUX COMPTES

CAPITAL DE 8 320 000 EUROS – RCS PARIS B 784 824 153

ERNST & YOUNG ET AUTRES

SIEGE SOCIAL : 1, PLACE DES SAISONS – 92400 COURBEVOIE - PARIS LA DEFENSE 1

S.A.S. A CAPITAL VARIABLE

COMMISSAIRE AUX COMPTES – MEMBRE DE LA COMPAGNIE REGIONALE DE VERSAILLES

Compagnie Générale de Géophysique – Veritas SA (CGGVeritas SA)

Head Office : 33, avenue du Maine 75015 Paris

“Société Anonyme” with a capital of 60 748 799 €

RCS : 969 202 241

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Statutory Auditors' Special Report on Related Party Agreements and Commitments

To the Shareholders,

In our capacity as statutory auditors of your company, we hereby report on certain related party agreements and commitments.

We are required to inform you, on the basis of the information provided to us, of the terms and conditions of those agreements and commitments indicated to us, or that we may have identified in the performance of our engagement. We are not required to comment as to whether they are beneficial or appropriate or to ascertain the existence of any such agreements and commitments. It is your responsibility, in accordance with Article R. 225-31 of the French commercial code (Code de commerce), to evaluate the benefits resulting from these agreements and commitments prior to their approval.

In addition, we are required, where applicable, to inform you in accordance with Article R. 225-31 of the French commercial code (Code de commerce) concerning the implementation, during the year, of the agreements and commitments already approved by the General Meeting of Shareholders.

We performed the procedures which we considered necessary to comply with professional guidance issued by the national auditing body (Compagnie nationale des commissaires aux comptes) relating to this type of engagement. These procedures consisted of verifying that the information provided to us is consistent with the documentation from which it has been extracted

I. AGREEMENTS AND COMMITMENTS SUBJECT TO THE APPROVAL OF THE GENERAL MEETING OF SHAREHOLDERS

Agreements and commitments authorized in 2011

In accordance with article L.225-40 of the French commercial code (Code de Commerce), we have been advised of certain related party agreements and commitments, which received prior authorization from your Board of Directors.

A. With Jean-Georges Malcor, senior executive officer (“mandataire social”)

A.1 Benefits attributed to Mr. Jean-Georges Malcor in case of forced departure from his term of office

The Board of Directors, on February 24, 2011, authorized the amendments made to the protection letter governing the terms and conditions of the payment to Mr. Jean-Georges Malcor of a severance indemnity in case of termination of his social mandate. This decision was ratified by the General Meeting of Shareholders, held on May 4, 2011. The terms of this letter are described below:

The severance indemnity shall be paid in case of forced departure relating to a change of control or a change of strategy and equal to the difference between:

- a gross amount of 200 % of the fixed compensation paid by your Company to Mr. Jean-Georges Malcor during the twelve-month period preceding his departure date, plus the average variable compensation paid by your Company during the thirty-six months preceding his departure date or during full-attendance years from January 1, 2010 on the supposition that the departure would happen before thirty-six months of seniority, i.e. a gross amount of 200 % of his annual compensation, and
- any indemnity Mr. Jean-Georges Malcor may be entitled as a result of such forced departure from his term of office, in particular the indemnity that could be due regarding his non-competition agreement.

The payment of the severance indemnity is subjected to the achievement of the following performance conditions, related to the Company’s performance:

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- The average, over the sixty trading days preceding the departure date of Mr. Malcor, of the ratio between the CGGVeritas ADS price over the PHLX Oil Service SectorSM (OSXSM) index shall equal at least two-third of the same average ratio: (i) four years before Mr. Malcor departure date or (ii) as of January 1, 2010 in the case Mr. Jean-Georges Malcor leaves the Group before reaching a four-year seniority;
- The average, over the sixty trading days preceding the departure date of Mr. Malcor, of the ratio between the CGGVeritas share price over SBF 120 index shall equal at least two-third of the same average ratio: (i) four years before Mr. Malcor departure date (ii) as of January 1, 2010 in case Mr. Jean-Georges Malcor leaves the Group before reaching a four-year seniority
- The average margin rate of the Group EBITDAS (i) over the four years preceding the departure date of Mr. Malcor or (ii) over a period starting as of January 1, 2010 in the case Mr. Jean-Georges Malcor leaves the Group before reaching a four-year seniority, shall be at least 25 %.

Payment of the full amount of the special termination indemnity is subject to fulfillment of two conditions out of three. In the case of only one condition being fulfilled, Mr. Jean-Georges Malcor will be entitled to receive only 50 % of the said special termination indemnity.

A.2 Supplementary Individual benefit plan for Mr. Jean-Georges Malcor

The Board of Directors of June 30, 2010 authorized your Company to enter into a supplementary individual benefits plan benefiting to Mr. Jean-Georges Malcor with Spheria Vie against the single contribution of KEUR 43. This plan is to expire in 2014, when Jean-Georges Malcor will fit the five years seniority condition within the group executive committee, allowing him to be eligible to the complementary individual benefit plan.

This contract was approved by the General Meeting of Shareholders which approved 2010 audited financial statements.

The signature occurred in January 2011. The plan will enter into application in September 2011.

The Board of Directors, on November 30, 2011, confirmed the supplementary individual benefits plan, benefiting to Mr. Jean-Georges Malcor, already

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authorized on June 30, 2010. As such, in addition to the fees initially paid, your company has paid KEUR 23 for the remaining duration of the contract.

Agreements and commitments authorized since December 31, 2011

We have been advised of the following related party agreements and commitments, which received authorization from your Board of Directors since December 31, 2011.

A. Between the senior executive officers (“mandataires sociaux”) and your company

A.1 Supplemental Pension and Retirement Plan to the benefit of Mr. Stéphane-Paul Frydman and Mr. Pascal Rouiller¹

The Board of Directors, on February 29, 2012, authorized that Mr. Stéphane-Paul Frydman and Mr. Pascal Rouiller would benefit from the Supplemental Pension and Retirement Plan, with a double cap implemented within the group on January 1, 2005.

A.2 Extension of the Group general benefits plan with Swiss Life to Mr. Stéphane-Paul Frydman and Mr. Pascal Rouiller

The Board of Directors, on February 29, 2012, authorized the extension of the Group general benefits plan established between the Company and Swiss Life. Mr. Frydman and Mr. Rouiller benefit from the Group’s general benefits plan applicable to all employees.

A.3 Benefits attributed to Mr. Stéphane-Paul Frydman and Mr. Pascal Rouiller¹ in case of forced departure from his term of office.

The Board of Directors, on February 29, 2012, approved the protection letters governing the terms and conditions of the payment to Mr. Stéphane-Paul Frydman and Mr. Pascal Rouiller of a severance indemnity in case of termination of his social mandate (then called “beneficiaries”). The terms of this letter are described below:

¹MM. Stéphane-Paul Frydman and Pascal Rouiller were appointed Managing Directors at the Board of Directors on 29 February 2012.

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The severance indemnity shall be paid to the beneficiaries in case of forced departure relating to a change of control or a change of strategy and equal to the difference between:

- a gross amount of 200% of the fixed compensation paid by your Company to the beneficiaries during the twelve-month period preceding his departure
- date plus, the average variable compensation paid by your Company to the beneficiaries during the 36 months preceding the departure date, i.e. a gross amount of 200% of his annual compensation, and
- any indemnity that the beneficiaries may be entitled as a result of such departure from his term of office, in particular the indemnity that could be due regarding his non-competition agreement.

The payment of the severance indemnity is subjected to the achievement of the following performance conditions, related to the Company's performance:

- The average, over the sixty trading days preceding the departure date of the beneficiaries, of the ratio between the CGGVeritas ADS price over the PHLX Oil Service SectorSM (OSXSM) index shall equal at least two-third of the same average ratio four years before the beneficiaries' departure date.
- The average, over the sixty trading days preceding the departure date of the beneficiaries, of the ratio between the CGGVeritas share price over SBF 120 index shall equal at least two-third of the same average ratio four years before the beneficiaries' departure date.
- The average margin rate of the Group EBITDAS over the four years preceding the beneficiaries' departure date shall be at least 25%.

Payment of the full amount of the special termination indemnity is subject to fulfillment of two conditions out of three. In the case of only one condition being fulfilled, the beneficiaries will be entitled to receive only 50% of the said special termination indemnity.

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***A.4 Non-competition agreement between your company and
Mr. Stéphane-Paul Frydman and Mr. Pascal Rouiller***

The Board of Directors, on February 29, 2012, authorized the signing of a non-competition agreement between your Company and Mr. Stéphane-Paul Frydman and Mr. Pascal Rouiller.

In consideration of his engagement for a period of eighteen months, Mr. Stéphane-Paul Frydman and Mr. Pascal Rouiller will be entitled to receive compensation corresponding to 100 % of his annual reference compensation, as defined in the protection letter, upon leaving the Group.

B. Between CGGVeritas Services SA and your company

***B.1 Sale of CGGVeritas Services SA to your company of all
multi-client 2D studies***

In connection with the partnership with the Norwegian Spectrum ASA company, on September 8, 2011, the Board of Directors authorized the transfer by CGGVeritas Services SA to your Company all its 2D multi-clients studies for MUS\$ 2.4, its net book value.

II. AGREEMENTS AND COMMITMENTS ALREADY APPROVED IN PRIOR YEARS BY THE GENERAL MEETING OF SHAREHOLDERS

Agreements and commitments authorized in prior years and implementation continued during the current year

In accordance with article R. 225-30 of the French commercial code (Code de commerce), we have been advised that the implementation of the following agreements and commitments, which were approved by the General Meeting of Shareholders in prior years continued during the current year.

A. Between the senior executive officers (“mandataires sociaux”) and your company

A.1 Supplemental Pension and Retirement Plan to the benefit of Mr. Jean-Georges Malcor

The Board of Directors, on June 30, 2010, authorized that Mr. Jean-Georges Malcor would benefit from the Supplemental Pension and Retirement Plan with a double cap implemented within the group on January 1, 2005.

The accounted expense related to the Pension and Retirement Plan defined by your firm, for Mr. Jean-Georges Malcor, adds up to KEUR 7 in 2011.

A.2 Individual insurance policy covering loss of employment for Mr. Jean-Georges Malcor

The Board of Directors, on June 30, 2010, authorized your Company to subscribe with GSC GAN, an individual insurance policy covering loss of employment. The annual subscription fee payable by the Company amounts to € 10,000. This insurance provides the payment of 55 % of the basic salary upon a twelve-month period, following a twelve-month waiting period.

A.3 Non-competition agreement between your company and Mr. Malcor

The Board of Directors, on June 30, 2010, authorized the signature of a non-competition agreement between your Company and Mr. Jean-Georges Malcor.

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In consideration of this engagement for an eighteen months period, Mr. Jean-Georges Malcor will be entitled to receive compensation corresponding to 100 % of his annual reference compensation, as defined in the protection letter, upon leaving the Group.

A.4 Extension of the Group general benefits plan with Swiss Life to Mr. Robert Brunck and Mr. Jean-Georges Malcor

The Board of Directors, on June 30, 2010, authorized the Group general benefits plan established between the Company and Swiss Life. Mr. Robert Brunck and Mr. Jean-Georges Malcor benefit from the Group's general benefits plan applicable to all employees.

The related fee paid to Swiss Life adds up to KEUR 8 in 2011.

B. Agreements and commitments between your company and other group entities and related financing and guarantees

B.1 Guarantee issued by CGG Americas Inc.¹ relating to a bond issuance

In connection with the issuance on April 28, 2005 of high yield bonds, Senior Notes 2015, CGG Americas Inc. issued a guarantee for bond holders, under which they guaranteed to repay the bonds and the loan to your company. The guarantee amounts to MUSD 165 plus interests, commissions, and related expenses.

As for "Senior Notes 2015", this loan has been repaid in full since June 30th, 2011.

¹ CGG Americas merged with CGGVeritas Services (US) Inc. on August 31, 2010.

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B.2 Guarantee issued by CGG Americas Inc., Sercel Inc. and CGG Marine Resources Norge AS relating to the issue of bonds

In connection with the issuance, on February 3, 2006, of the Senior Notes 2015, CGG Americas Inc., Sercel Inc. and CGG Marine Resources Norge AS issued a guarantee for bond holders under which they guaranteed to repay the bonds and the loan to your company, plus interests, commissions, and related expenses.

As for “Senior Notes 2015”, this loan has been repaid in full since June 30th, 2011.

B.3 Guarantee given by Sercel Inc., Sercel Canada Ltd, Sercel Australia Pty Ltd, CGG Americas Inc., CGG Canada Services Ltd, CGG Marine Resources Norge AS, CGGVeritas Services (US) Inc., Veritas DGC Land Inc., Veritas Geophysical Corporation, Veritas Investments Inc., Viking Maritime Inc., Veritas Geophysical (Mexico) LLC, Veritas DGC Asia Pacific Ltd et Alitheia Ressources Inc. in connection with the issuance of bonds.

In connection with the issuance, on February 9, 2007, of Senior Notes 2015 and Senior Notes 2017, respectively amounting to MUSD 200 and MUSD 400, Sercel Inc., Sercel Canada Ltd, Sercel Australia Pty Ltd, CGG Americas Inc, CGG Canada Services Ltd, CGG Marine Resources Norge AS, CGGVeritas Services (US) Inc., Veritas DGC Land Inc., Veritas Geophysical Corporation, Veritas Investments Inc., Viking Maritime Inc., Veritas Geophysical (Mexico) LLC, Veritas DGC Asia Pacific Ltd and Alitheia Ressources Inc. issued a guarantee to bond holders, under which they guarantee to repay the bonds and the loan to your company.

As for “Senior Notes 2015”, this loan has been repaid in full since June 30th, 2011.

B.4 Financing agreement of January 12, 2007: granting of complementary guarantees

Your Board of Directors has authorized the pledge of the shares in CGGVeritas Services Holding BV under the MUSD 1,140 credit facility, and stated that CGGVeritas Services Holding B.V. was a guarantor of the Senior Notes 2015 for MUSD 530, of the Senior Notes 2017 for MUSD 400, and of the MUSD 1,140 credit facility.

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As for “Senior Notes 2015”, this loan has been repaid in full since June 30th, 2011.

B.5 Amendment to the credit facility agreement dated January 1, 2007, as amended on December 12, 2008 and May 21, 2009 by and between your company, CGGVeritas Services Holding (US) Inc., the Agent and the subsidiaries of the group acting as guarantors

The amendment was authorized by the Board of Directors on July 12, 2010.

B.6 Guarantee issued by Sercel Inc., Sercel Canada Ltd, Sercel Australia Pty Ltd, CGG Americas Inc., CGG Canada Services Ltd, CGG Marine Resources Norge AS, CGGVeritas Services Holding (US) Inc., CGGVeritas Services Holding BV, CGGVeritas Services (US) Inc., Veritas DGC Land Inc., Veritas Geophysical Corporation, Veritas Investments Inc., Viking Maritime Inc., Veritas Geophysical (Mexico) LLC, Veritas DGC Asia Pacific Ltd. and Alitheia Ressources Inc. relating to the issuance of bonds.

In connection with the issuance of the Senior Notes 2016 on June 9, 2009 for an amount of MUSD 350, Sercel Inc., Sercel Canada Ltd, Sercel Australia Pty Ltd, CGG Americas Inc., CGG Canada Services Ltd, CGG Marine Resources Norge AS, CGGVeritas Services Holding (US) Inc., CGGVeritas Services Holding BV, CGGVeritas Services (US) Inc., Veritas DGC Land Inc., Veritas Geophysical Corporation, Veritas Investments Inc., Viking Maritime Inc., Veritas Geophysical (Mexico) LLC, Veritas DGC Asia Pacific Ltd and Alitheia Ressources Inc. issued a guarantee to bond holders, under which they guarantee to repay the bonds and the loan to your company.

B.7 Conclusion of a loan agreement between your company and CGGVeritas Services Holding BV relative to the acquisition of CGGVeritas Services (Norway) AS’ shares (formerly Exploration Resources AS).

The Board of Directors authorized the signing of a MUSD 113.5 loan agreement between your company and CGGVeritas Services Holding BV in

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order to enable CGGVeritas Services Holding BV to acquire CGGVeritas Services (Norway) AS' remaining shares held by CGG Americas Inc¹.

The loan agreement was signed on September 18, 2009 with a 1 % interest rate. The loan was repaid, in full, on November 30, 2011. The amount of interests paid in 2011 adds up to MUSD 2,5.

B.8 Signing by your company, CGGVeritas Services S.A., Wavefield Inseis AS, CGGVeritas Services Holding BV, Nordea Bank Finland Plc and Nordea Bank Norge ASA of a guarantee facility agreement

The Board of Directors authorized the signing of a guarantee facility agreement between:

- Your company as parent guarantor,
- CGGVeritas Services S.A., Wavefield Inseis ASA, CGGVeritas Services Holding BV as guarantee debtors,
- Nordea Bank Finland Plc. as guarantee issuer,
- And Nordea Bank Norge ASA as guarantee agent.

The objective of the provision is for the guarantee issuer to provide the guarantee debtors with several lines of credit, which amount to MUSD 23 (A part), MUSD 2 (B part), MUSD 17 (C part) and MNOK 6 (D part).

Under this agreement, your company is committed in particular to guarantee CGGVeritas Services S.A., Wavefield Inseis ASA and CGGVeritas Holding BV's obligations, especially repayments.

C. Other agreements

C.1 Signing of a contract for the issuance of bonds under the legal dispute between ION Geophysical Corp. and Sercel Inc.

The Board of 17 November 2010 authorized the signing of an agreement entitled "Commercial Surety General Indemnity Agreement" between on the one hand, Berkley Surety Group LLC, and Sercel Inc., Sercel Holding SA,

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CGGVeritas Services Holding (U.S.) Inc., and your company to the issuance of bonds under the legal dispute between ION Geophysical Corp. Sercel Inc.

The deposit issued March 8, 2011 and used 17 February 2012 amounted to MUSD 9.2.

C.2 Contributions of the shares of Exgéó SA, Géoxplo LLP, CGGVeritas Services de Mexico S.A. de CV, CGG (Nigeria) Ltd and CGG Vostok to CGGVeritas Services Holding BV

According to the Deed of issuance of shares and contribution concluded under the Dutch law between your company and CGGVeritas Services Holding BV, the shares held by your company in the companies listed below will be transferred to CGGVeritas Services Holding BV:

- 100% of Exgéó S.A.'s equity (non-realized as of today),
- 100% of Géoxplo LLP's equity (non-realized as of today),
- 99,99% of CGGVeritas Services de Mexico S.A. de CV 's equity for MEUR 23.6 on November 11,2009,
- 100% of CGG Services Nigeria's equity for KEUR 0,3 on April 21, 2010, and
- 100% of CGG Vostok's equity for KEUR 48, on April 21, 2010.

Done at Courbevoie, April 17, 2012.

The Statutory auditors.