

ENTERED

June 06, 2022

Nathan Ochsner, Clerk

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF
TEXAS HOUSTON DIVISION**

In re:)	Chapter 11
ION GEOPHYSICAL CORPORATION, <i>et al.</i> , ¹)	Case No. 22-30987 (MI)
Debtors.)	(Jointly Administered)

CONFIDENTIALITY AGREEMENT AND STIPULATED PROTECTIVE ORDER

This Confidentiality Agreement and Stipulated Protective Order (“Order”) is entered into by and among: (a) the above-captioned debtors and debtors in possession (collectively, the “Debtors”) in the Debtors’ bankruptcy cases (the “Cases”); (b) the Official Committee of Unsecured Creditors; and (c) any other persons or entities who become bound by this Order by signifying their assent through execution of **Exhibit A** hereto (a “Declaration”). Each of the persons or entities identified in the foregoing clauses (a) through (c) shall be referred to herein individually as a “Party,” and, collectively, as the “Parties.”

Recitals

WHEREAS, there are, or may be, judicial or other proceedings, including but not limited to investigations, contested matters, adversary proceedings and other disputes (each a “Dispute” and, collectively, the “Disputes”) arising out of or relating to the Cases;

WHEREAS, the Parties have sought or may seek certain Discovery Material (as defined below) from one another with respect to one or more Disputes, including through Rule 2004

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: ION Geophysical Corporation (6646); I/O Marine Systems, Inc. (3230); ION Exploration Products (U.S.A.), Inc. (1394); and GX Technology Corporation (0115). The location of the Debtors’ service address is 4203 Yoakum Blvd., Suite 100, Houston, Texas 77006.

notices or motions, or service of document requests, interrogatories, deposition notices, and other discovery requests (collectively, “Discovery Requests”) as provided by the Federal Rules of Civil Procedure (the “Federal Rules”), the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas (the “Local Rules”); and

WHEREAS, the Parties anticipate that there are certain persons or entities other than the Parties hereto that may also propound or be served with Discovery Requests in connection with one or more Disputes² during the course of the Cases;

NOW, THEREFORE, to facilitate and expedite the production, exchange and treatment of Discovery Material (as defined below), to facilitate the prompt resolution of disputes over confidentiality, and to protect Discovery Material (as defined below) that a Party seeks to maintain as confidential, the Parties stipulate and agree as follows:

1. The Parties hereby submit this Order to the Court for approval. The Parties shall abide by and be bound by the terms of this Order.
2. Unless otherwise agreed by the Parties or ordered by the Court, all deadlines stated herein shall be computed pursuant to Rule 9006 of the Federal Rules of Bankruptcy Procedure.

Scope of Order

3. This Order applies to all information, documents, and things exchanged in, or subject to, discovery or provided in response to a diligence request, either by a Party or a non-Party (each a “Producing Party”) to any other Party or non-Party (each a “Receiving Party”), in

² Reference herein to “non-Parties” or a “non-Party,” or a “non-Party” becoming a “Party,” is for purposes of reference in this Order only. All such references herein are not intended to reflect any agreement as to whether any “Party” is or will become a “party,” or any “non-Party” will not be a “party,” in any case or other proceeding, or otherwise to reflect any agreement as to the “party” or “non-party” status of any litigant.

response to or in connection with any Discovery Requests, including without limitation deposition testimony, documents, data, and other information (collectively, "Discovery Material").

4. This Order also applies to all non-Parties that are served with subpoenas or who otherwise produce documents or are noticed for depositions with respect to the Cases, and all such non-Parties are entitled to the protections afforded hereby and subject to the obligations herein upon signing a Declaration in the form provided as **Exhibit A** and agreeing to be bound by the terms of this Order.

5. Any Party or its counsel serving a subpoena which requires the production of documents or testimony upon a non-Party shall serve a copy of this Order along with such subpoena and instruct the non-Party recipient of such subpoena that he, she, or it may designate documents or testimony in the Cases according to the provisions herein. In the event a non-Party has already been served with a subpoena or other discovery request at the time this Order is entered by the Court, the serving Party or its counsel shall provide the service and notice of this Order required by the preceding sentence as soon as reasonably practicable after entry of this Order.

Designating Discovery Material

6. Any Producing Party may designate Discovery Material as "Confidential Material" or "Highly Confidential Material" (any such Discovery Material, "Designated Material") in accordance with the following provisions:

- a. Confidential Material: A Producing Party may designate Discovery Material as "Confidential" if such Producing Party believes in good faith (or with respect to documents received from another person, has been reasonably advised by such other person) that such Discovery Material constitutes or contains nonpublic, proprietary, commercially sensitive, or confidential technical, business, financial, personal, or other information of a nature that can be protected under Federal Rule 26(c) or Bankruptcy Rules 7026 or 9018; or is subject by law or by contract to a legally protected right of privacy; or the Producing Party is under a preexisting obligation to a third-party to treat as confidential; or the Producing Party has in good faith been requested by another Party or non-Party to so designate on the grounds that such other Party or non-

Party considers such material to contain information that is confidential or proprietary to such Party or non-Party.

- b. Highly Confidential Material: A Producing Party may designate Discovery Material as “Highly Confidential” if such Producing Party believes in good faith (or with respect to documents received from another person, has been reasonably advised by such other person) that such Discovery Material is of such a nature that a risk of competitive injury would be created if such Discovery Material were disclosed to persons other than those identified in Paragraph 12 of this Order, which may include certain trade secrets, sensitive financial or business information, or material prepared by its industry professionals, advisors, financial advisors, accounting advisors, experts and consultants (and their respective staff) that are retained by the Parties in connection with the Cases, and only to the extent that the Producing Party believes in good faith that such material is of such a nature that “Highly Confidential” treatment is warranted.

7. Manner of Designation: Where reasonably practicable, any Designated Material shall be designated by the Producing Party as such by marking every such page “Confidential” or “Highly Confidential” as applicable. Such markings should not obliterate or obscure the content of the material that is produced. Where marking every page of such materials is not reasonably practicable, a Producing Party may designate material as “Confidential” or “Highly Confidential” by informing the Receiving Party in writing in a clear and conspicuous manner at the time of production that such material is “Confidential” or “Highly Confidential.” Inclusion of the words “Confidential” or “Highly Confidential” in the file names of any native file documents shall be deemed to comply with this requirement.

8. Designation of Written Discovery Material: Where Designated Material is produced in the form of a written response to a request for written discovery (including, without limitation, written responses to interrogatories), the Producing Party may designate such material by imprinting “Confidential” or “Highly Confidential” as applicable before the written response, or by informing the Receiving Party in writing in a clear and conspicuous manner at the time of production that such material is “Confidential” or “Highly Confidential.” The designation of

Discovery Material as “Confidential” or “Highly Confidential,” regardless of the medium or format of such Designated Material or the method of designation as provided for herein, shall constitute a representation by the Producing Party that there is a good-faith basis for that designation.

9. Late Designation of Discovery Material: The failure to designate particular Discovery Material as “Confidential” or “Highly Confidential” at the time of production shall not operate to waive a Producing Party’s right to later designate such Discovery Material as Designated Material or later apply another designation pursuant to this Order (“Misdesignated Material”). At such time, arrangement will be made for the destruction of the Misdesignated Material or for the return to the Producing Party of all copies of the Misdesignated Material and for the substitution, where appropriate, of properly labeled copies of such Discovery Material. Upon receipt of replacement copies of such Misdesignated Material with the proper designation, the Receiving Party or Parties shall take all reasonable steps to return or destroy all previously produced copies of such Misdesignated Material. Notwithstanding the foregoing, no Party shall be deemed to have violated this Order if, prior to notification of any later designation, such Discovery Material was disclosed or used in any manner consistent with its original designation but inconsistent with its later designation. Once such later designation has been made, however, any Discovery Material shall be treated in accordance with that later designation; provided, however, that if the material that was not designated has been, at the time of the later designation, previously publicly filed with a court or otherwise made publicly available (other than in violation of this Order), no Party shall be bound by such later designation except to the extent determined by the Court upon motion of the Party or non-Party that failed to make the designation.

Use and Disclosure of Discovery Material and Designated Material

10. General Limitations On Use And Disclosure Of All Discovery Material: All Discovery Material, whether Designated Material or non-Designated Material, shall be used by the Receiving Parties solely for the purposes of the Cases and solely to the extent reasonably necessary to accomplish the purpose for which disclosure is made, and not for any other purpose, including any business, competitive, governmental, commercial, or administrative purpose or function.

11. Confidential Material: Confidential Material, and any and all information contained therein, may be given, shown, made available or communicated only to the following:

- a. outside counsel for the Parties and regular or temporary employees and service vendors of such counsel (including outside copying and litigation support services), in each case only as necessary to assist with or make decisions with respect to the Cases;
- b. the Parties (including, in the case of the Committee, its individual members) and their members, managers, partners, directors, officers, employees, and agents, in each case only as necessary to assist with or make decisions with respect to the Cases;
- c. professionals retained under 11 U.S.C. §§ 328 and 1103, or other professionals, industry advisors, financial advisors, accounting advisors, experts and consultants (and their respective staff) that are retained by the Parties in connection with the Cases, in each case only as necessary to assist with or make decisions with respect to the Cases, who become bound by this Order by signifying their assent through execution of **Exhibit A** hereto;
- d. any person who is indicated on the face of a document (including, in the case of electronically stored information, in the metadata) to have been an author, addressee or copy recipient thereof, an actual or intended recipient thereof, or in the case of meeting minutes, an attendee of the meeting;
- e. witnesses, noticed or subpoenaed, either at a deposition, at a Rule 2004 examination, or in court proceedings, and the witness's counsel, only to the extent that such disclosure is reasonably necessary for the proceedings or the resolution of the Disputes, provided that the witness has signed or agreed on the record to sign a Declaration in the form provided as **Exhibit A** hereto;

- f. court reporters, stenographers, or videographers who record testimony in connection with the Cases;
- g. the Court, its officers and clerical staff in any judicial proceeding that may result from the Cases;
- h. the U.S. Trustee;
- i. any other persons or entities who become bound by this Order by signifying their assent through execution of **Exhibit A** hereto, including their respective members, managers, partners, directors, officers, employees, and agents—in each case, only as necessary to assist with or make decisions with respect to the Cases, and only after he/she has signed a Declaration in the form provided as **Exhibit A** hereto; and
- j. any other person or entity with respect to whom the Producing Party may consent in writing.

12. Highly Confidential Material: Highly Confidential Material, and any and all information contained therein, may be given, shown, made available or communicated only to the persons or entities (or their representatives) referenced in subsections (a), (c) – (h), and (j) of Paragraph 11.

13. Prerequisite to Disclosure of Designated Material: Before any persons, entities, or their representatives identified in Paragraph 11(c), 11(e), or 11(i) are given access to Designated Material as permitted by this Order, such entity or person or a representative thereof shall be provided with a copy of this Order and shall execute (or, as applicable, agree on the record to execute) a Declaration, in the form provided as **Exhibit A** hereto. Each such Declaration shall be retained in the files of counsel for the Party who gave access to the Designated Material to the persons or entities (or their representatives) who were provided such access.

14. Sealing of Designated Material Filed With Or Submitted To the Court: Unless otherwise agreed by the Producing Party or ordered by a court of competent jurisdiction, all Designated Material filed with the Court, and all portions of pleadings, motions or other papers

filed with the Court that disclose Designated Material, shall be filed under seal in accordance with the Federal Rules, the Bankruptcy Rules, and the Local Rules.

15. Use of Discovery Material in Open Court: Counsel for any Party or non-Party shall confer on such procedures as are necessary to protect the confidentiality of Confidential Material or Highly Confidential Material used in the course of any Court proceeding, and in the event counsel cannot agree on such procedures, the question shall be submitted to the Court.

Depositions

16. Deposition—Manner of Designation: In the case of depositions, if counsel for a Party or non-Party believes that all or a portion of the testimony should be Designated Material of such Party or non-Party, such testimony may be designated as appropriate by:

- a. Stating so orally on the record and requesting that the relevant portion(s) or entire transcript of testimony is so designated;
- b. Providing written notice within seven (7) days of the Party's or non-Party's receipt of the final transcript from the court reporter that the relevant portion(s) or entirety of such transcript or video of a deposition thereof is so designated, except in the event that a hearing or filing deadline on related issues is scheduled to occur within seven (7) days, in which case the foregoing seven (7) day period will be reduced to three (3) business days. If such hearing or filing deadline is scheduled to occur in such close proximity to a deposition that a three (3) business day period would not be practicable, the designating Party or non-Party shall promptly confer in good faith with any Receiving Parties to set a lesser time to provide the designation and notice; or
- c. In the case of depositions conducted prior to entry of this Order only, providing written notice and designation within seven (7) days of entry of this Order.

The designation and notice required under subsections (b) and (c) of this paragraph shall be made in writing to the court reporter, with copies to all Receiving Parties, identifying the portion(s) of or the entire transcript that is so designated, and directing the court reporter to treat the transcript as provided in Paragraph 20 below. Until expiration of the applicable designation period under subsections (b) and (c) of this paragraph, all deposition transcripts and videotapes shall be

considered and treated as Confidential unless otherwise agreed to by the designating Party or non-Party.

17. Designated Material Used as Exhibits During Depositions: Nothing in Paragraph 16 shall apply to or affect the confidentiality designations of Discovery Material entered as exhibits at depositions.

18. Witness Review of Deposition Testimony: Nothing in Paragraphs 16 or 17 shall preclude any witness from reviewing his or her deposition transcript and accompanying exhibits.

19. Presence of Certain Persons During Designated Deposition Testimony: When Designated Material is elicited during a deposition, persons not entitled to receive such information under the terms of this Order shall, upon request, be excluded from the portion of the deposition so designated. Before an attorney taking a deposition on behalf of a Receiving Party introduces an exhibit containing Highly Confidential Material for the first time, such attorney will alert the other parties on the record.

20. Responsibilities and Obligations of Court Reporters: In the event that testimony is designated as Confidential or Highly Confidential, the court reporter shall be instructed to include on the cover page of each such transcript the legend: "This transcript portion contains information subject to a Protective Order and shall be used only in accordance therewith" and each page of the transcript shall include the legend "Confidential" or "Highly Confidential," as appropriate. If the deposition is videotaped, the videotape shall also be subject to the same level of confidentiality as the transcript and include the legend "Confidential" or "Highly Confidential," as appropriate, if any portion of the transcript itself is so designated.

General Provisions

21. This Order is a procedural device intended to protect Discovery Materials designated as Confidential or Highly Confidential. Nothing in this Order shall affect any Party's or non-Party's rights or obligations unrelated to the confidentiality of Discovery Materials.

22. Nothing contained herein shall be deemed a waiver or relinquishment by any Party or non-Party of any objection, including but not limited to, any objection concerning the alleged confidentiality, the designation of Designated Material, or proprietary nature of any documents, information, or data requested by a Party or non-Party, any right to object to any discovery request, or any right to object to the admissibility of evidence on any ground, or to seek any further protective order, or to seek relief from the Court or any other applicable court from any provision of this Order by motion on notice on any grounds.

23. Unauthorized Disclosure of Designated Material: In the event of a disclosure by a Receiving Party of Designated Material to persons or entities not authorized by this Order to receive such Designated Material, the Receiving Party making the unauthorized disclosure shall, upon learning of the disclosure, immediately notify the person or entity to whom the disclosure was made that the disclosure contains Designated Material subject to this Order, immediately make reasonable efforts to recover the disclosed Designated Material as well as preclude further review, dissemination, or use by the person or entity to whom the disclosure was made, and immediately notify the Producing Party of the identity of the person or entity to whom the disclosure was made, the circumstances surrounding the disclosure, and the steps taken to recover the disclosed Designated Material and ensure against further review, dissemination, or use thereof. Disclosure of Designated Material other than in accordance with the terms of this Order may subject the disclosing person to such sanctions and remedies as the Court may deem appropriate.

24. Manner of Objecting to Designated Material: If any Receiving Party objects to the designation of any Designated Material (whether such designation is made on a permanent basis or temporary basis with respect to deposition testimony), the Receiving Party shall first raise the objection with the Producing Party in writing, and confer in good faith to attempt to resolve any dispute respecting the terms or operation of this Order. The Receiving Party may seek relief from the Court if the Receiving Party and the Producing Party cannot resolve their dispute. Until the Court rules on such an issue, the Designated Material shall continue to be treated as designated by the Producing Party. Upon a motion, the Court may order the removal of the “Confidential” or “Highly Confidential” designation from any Discovery Material so designated subject to the provisions of this Order.

25. Timing of Objections to Designated Material: A Receiving Party shall not be obliged to challenge the propriety of a confidentiality designation at the time made, and a failure to do so shall not preclude a subsequent challenge thereto. The failure of any Receiving Party to challenge the designation by a Producing Party of Discovery Materials as “Confidential” or “Highly Confidential” during the discovery period shall not be a waiver of that Receiving Party’s right to object to the designation at an evidentiary hearing or trial.

26. Inadvertent Production of Privileged Discovery Material: Pursuant to Federal Rule of Evidence 502(d), and Federal Rule of Civil Procedure 26(b)(5)(B), made applicable hereto by Federal Rules of Bankruptcy Procedure 7026 and/or 9014, the inadvertent disclosure of documents or information containing privileged information or information constituting attorney work product or otherwise protected from disclosure shall not constitute a waiver of the privilege or protection in these Cases or any state or federal proceeding. This Order shall be interpreted to permit the maximum protection allowed under Federal Rule of Evidence 502(d) and Federal Rule

of Civil Procedure 26(b)(5)(B). Nothing herein is intended to or shall serve to limit a Party's right to conduct a reasonable and good faith review of documents, electronically stored information, or other information (including metadata), for relevance, responsiveness and/or segregation of privileged and/or protected information before production. Upon request from the Producing Party, the Receiving Party must destroy or sequester any document over which privilege or protection is asserted, all copies, and any information derived therefrom, regardless of whether the Receiving Party agrees with the assertion of privilege or protection. To the extent that the Receiving Party chooses to sequester any document(s) pursuant to the foregoing sentence, the Receiving Party agrees that such Receiving Party and its representatives will not continue reviewing such sequestered document(s) unless and until the assertion of privilege over the sequestered document is either (i) withdrawn by the party asserting it, or (ii) overruled by the Court.

27. Challenging Privilege Assertions: If the Receiving Party wishes to challenge one or more assertions of privilege or other applicable protection made by a Producing Party or other Party, such Party and the Receiving Party shall meet and confer in a good faith effort to resolve any dispute. If the parties are unable to reach a resolution, the Receiving Party may present such dispute to the Court. The burden of justifying an assertion of privilege or other applicable protection is on the Party asserting such privilege. The Receiving Party shall not be obligated to challenge the propriety of such assertions at the time made, and a failure to do so shall not preclude a subsequent challenge thereto.

28. Use of Non-Confidential Material: To the extent that any Receiving Party has documents or information that (i) were already in its possession at the time the same document or information is received from a Producing Party and are not subject to any other confidentiality agreement, non-disclosure agreement, or other confidentiality obligation; (ii) are received or

become available to a Receiving Party on a non-confidential basis, not in violation of an obligation of confidentiality to any other person; (iii) were independently developed by such Receiving Party without violating its obligations hereunder; or (iv) are published or become publicly available in a manner that is not in violation of this Order or of any obligation of confidentiality to any other person, including a Receiving Party (collectively “Non-Confidential Material”), nothing in this Order shall limit a Receiving Party’s ability to use such Non-Confidential Material. Nothing in this Order shall affect the obligation of any Receiving Party to comply with any other confidentiality agreement with, or undertaking to, any other person or Party, including, but not limited to, any confidentiality obligations arising from agreements entered into prior to the Cases.

29. Obligations Following Conclusion of the Cases: Within 90 days of the resolution of the Cases, including all appeals as to all Parties, unless otherwise agreed to by the Parties or ordered by a court, all Parties and non-Parties shall take all reasonable steps to return to counsel for the respective Producing Party, or to destroy, all Designated Material, and all copies thereof in the possession of any person, except that counsel may retain for its records (i) a copy of the Designated Material, (ii) their work product; (iii) a copy of court filings, transcripts, deposition/examination recordings, deposition/examination exhibits, expert reports, and; (iv) exhibits introduced at any hearing or trial. A Receiving Party may retain Designated Material that is auto-archived or otherwise “backed up” on electronic management and communications systems or servers, or as may be required for regulatory recordkeeping purposes; provided that such retained documents will continue to be treated as consistent with the provisions in this Order. If a Receiving Party chooses to take all reasonable steps to destroy, rather than return, documents in accordance with this paragraph, that Receiving Party shall, if requested by the Producing Party, verify such destruction in writing to counsel for the Producing Party. Notwithstanding anything in

this paragraph, to the extent that the information in the Designated Material remains confidential, the terms of this Order shall remain binding.

30. Continuing Applicability of Confidentiality Agreement and Stipulated Protective Order: The provisions of this Order shall survive the final resolution of the Cases for any retained Designated Material. The final termination of the Cases shall not relieve counsel or other persons obligated hereunder from their responsibility to maintain the confidentiality of Designated Material pursuant to this Order, and the Court shall retain jurisdiction to enforce the terms of this Order.

31. Amendment of Confidentiality Agreement and Stipulated Protective Order: Upon good cause shown, and on notice to all Parties and all Producing Parties, any Party may move to amend the provisions of this Order at any time or the Parties may agree by written stipulation, subject to further order of the Court if applicable, to amend the provisions of the Order.

32. Disclosure of Designated Material in Other Proceedings: Nothing in this Order will prevent any Receiving Party from producing a Producing Party's Designated Material in its possession in response to a lawful subpoena or other compulsory process, or if required to produce by law or by any government agency having jurisdiction, provided that such Receiving Party (i) shall notify the Producing Party within five (5) business days of receipt of such process or demand (unless such notice is prohibited by applicable law, rule, or regulation). Upon receiving such notice, the Producing Party will bear the burden to oppose compliance with the subpoena, other compulsory process, or other legal notice if the Producing Party deems it appropriate to do so.

33. Use of Designated Material by Producing Party: Nothing in this Order affects the right of any Producing Party to use or disclose its own Designated Material in any way.

34. Obligations of Parties: Nothing herein shall relieve a Party of its obligations under the Federal Rules, the Bankruptcy Rules, the Federal Rules of Evidence, and the Local Rules, or under any future stipulations and orders, regarding the production of documents or the making of timely responses to Discovery Requests in connection with the Cases.

35. Advice Of Counsel: Nothing herein shall prevent or otherwise restrict counsel from rendering advice to their clients in connection with the Cases and, in the course thereof, relying on examination of Designated Material; provided, however, that in rendering such advice and otherwise communicating with such client, counsel shall not make specific disclosure of any information in any manner that is inconsistent with the restrictions or procedures set forth herein.


36. Material Non-Public Information: Any Receiving Party acknowledges that by receiving Designated Materials it may be receiving material non-public information about companies that issue securities and that the determination as to whether it has received material non-public information shall be the sole responsibility of such receiving entity. For the avoidance of doubt, the Producing Party is under no obligation to designate or mark, or cause to be designated or marked, any Designated Material that may be determined to constitute material non-public information.

37. Entire Agreement: This Order constitutes the entire agreement among the Parties pertaining to the use and disclosure of Discovery Material in connection with the Cases and supersedes prior agreements and understandings pertaining to that subject matter, it being understood that any other restrictions, limitations, or protections concerning confidentiality or non-disclosure in a prior written agreement shall continue to be in full force and effect, notwithstanding the terms of this Order.

38. Enforcement: The provisions of this Order constitute an Order of this Court and violations of the provisions of this Order are subject to enforcement and the imposition of legal sanctions in the same manner as any other Order of the Court.

39. Notice: When notice is permitted or required by the provisions hereof, such notice shall be in writing, directed to the undersigned counsel of the Party to receive such notice, at the corresponding addresses or email addresses indicated below, or to counsel of any non-Party receiving such notice. Notice shall be delivered by first-class mail, Federal Express (or an equivalent delivery service), hand delivery, or email, and shall be effective upon receipt.

Signed: June 03, 2022


Marvin Isgur
United States Bankruptcy Judge

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

Respectfully submitted,

Houston, Texas
Dated: June 1, 2022

WINSTON & STRAWN LLP

/s/ Katherine A. Preston

Katherine A. Preston (TX Bar No. 24088255)
800 Capitol St., Suite 2400
Houston, Texas 77002
Telephone: (713) 651-2600
Facsimile: (713) 651-2700
Email: kpreston@winston.com

and

Daniel J. McGuire (admitted *pro hac vice*)
Laura Krucks (admitted *pro hac vice*)
35 W. Wacker Drive
Chicago, Illinois 60601-9703
Telephone: (312) 558-3733
Facsimile: (312) 558-5700
Email: dm McGuire@winston.com
lkrucks@winston.com

and

Timothy W. Walsh (admitted *pro hac vice*)
200 Park Avenue
New York, New York 10166
Telephone: (212) 294-6700
Facsimile: (212) 294-4700
E-mail: twwalsh@winston.com

Counsel to the Debtors and Debtors in Possession

WHITE & CASE LLP

/s/ Erin R. Rosenberg

Charles Koster (Texas Bar No. 24128278)
609 Main Street, Suite 2900
Houston, TX 77002
Telephone: (713) 496-9700
Email: charles.koster@whitecase.com

Brian Pfeiffer (admitted *pro hac vice*)
Amanda Parra Criste (admitted *pro hac vice*)
200 South Biscayne Boulevard, Suite 900
Miami, FL 33131
Telephone: (305) 371-2700
Email: brian.pfeiffer@whitecase.com
Email: aparracriste@whitecase.com

Jason N. Zakia (admitted *pro hac vice*)
Gregory Pesce (admitted *pro hac vice*)
Erin R. Rosenberg (admitted *pro hac vice*)
111 South Wacker Drive, Suite 5100
Chicago, IL 60606
Telephone: (312) 881-5400
Email: jzakia@whitecase.com
Email: gregory.pesce@whitecase.com

Proposed Counsel to the Official Committee of Unsecured Creditors

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF
TEXAS HOUSTON DIVISION

In re:)	Chapter 11
ION GEOPHYSICAL CORPORATION, <i>et al.</i> , ³)	Case No. 22-30987 (MI)
Debtors.)	(Jointly Administered)

**DECLARATION OF ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND BY
CONFIDENTIALITY AGREEMENT AND STIPULATED PROTECTIVE ORDER**

I, _____ declare under penalty of perjury (this “Declaration”) that:

1. My address is _____.
2. My present employer is _____.
3. My present occupation or job description is _____

4. I hereby certify and agree that I have read and understand the terms of the Confidentiality Agreement and Stipulated Protective Order (the “Order”) relating to the Cases. All capitalized terms not otherwise defined in this Declaration have the meanings ascribed to such terms in the Order. I further certify that I will not use Designated Material for any purpose other than the Cases, and will not disclose or cause Designated Material to be disclosed to anyone not expressly permitted by the Order to receive Designated Material. I agree to be bound by the terms and conditions of the Order.

³ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: ION Geophysical Corporation (6646); I/O Marine Systems, Inc. (3230); ION Exploration Products (U.S.A.), Inc. (1394); and GX Technology Corporation (0115). The location of the Debtors’ service address is 4203 Yoakum Blvd., Suite 100, Houston, Texas 77006.

5. I understand that I am to retain in confidence from all individuals not expressly permitted to receive Designated Material, whether at home or at work or elsewhere, all copies of any Designated Materials, and that I will carefully maintain such materials in a manner consistent with the Order. I acknowledge that the return or destruction of Designated Material shall not relieve me from any other continuing obligations imposed upon me by the Order.

6. I acknowledge and agree that I am aware that by receiving Designated Material:
(a) I may be receiving material non-public information about companies that issue securities; and
(b) there exist laws, including federal securities laws, that may restrict or prohibit the sale or purchase of securities of such companies as a result of the receipt of such information.

7. I submit to the jurisdiction of this Court solely with respect to the provisions of the Order.

Date: _____

Signature: _____

United States Bankruptcy Court
Southern District of Texas

In re:
ION Geophysical Corporation
I/O Marine Systems, Inc.
Debtors

Case No. 22-30987-mi
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4
Date Rcvd: Jun 06, 2022

User: ADIuser
Form ID: pdf002

Page 1 of 3
Total Noticed: 16

The following symbols are used throughout this certificate:

Symbol Definition

+ Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 08, 2022:

Recip ID	Recipient Name and Address
db	+ GX Technology Corporation, 4203 Yoakum Blvd., Suite 100, Houston, TX 77006, UNITED STATES 77006-5455
db	+ I/O Marine Systems, Inc., 5000 River Road, Harahan, LA 70123, UNITED STATES 70123-5314
db	+ ION Exploration Products (USA) Inc., 4203 Yoakum Blvd., Suite 100, Houston, TX 77006, UNITED STATES 77006-5455
db	+ ION Geophysical Corporation, 4203 Yoakum Blvd., Suite 100, Houston, TX 77006-5455
cr	+ AmTrust North America, Inc. on behalf of Wesco Ins, c/o Maurice Wutscher LLP, 23611 Chagrin Blvd. Suite 207, Beachwood, OH 44122-5540
cr	+ Cobra Acquisition Services, SA and Cobra Cayman, L, c/o Law Office of Tom Kirkendall, 2 Violetta Ct, The Woodlands, TX 77381-4550
cr	+ Digital Greenspoint LP, c/o Reich Reich & Reich, P.C., 235 Main Street, Suite 450, White Plains, NY 10601-2421
cr	+ Geophysical Pursuit, Inc. and Seismic Exchange Inc, c/o Jackson Walker LLP, Attn: Bruce J. Ruzinsky, 1401 McKinney Street, Suite 1900, Houston, TX 77010-1900
cr	+ Journyx, Inc., 303 Colorado Street, Suite 2300, Austin, TX 78701, UNITED STATES 78701-0021
intp	+ PKY-2101 CITYWEST 3&4, LP, Michael S. Held, Jackson Walker LLP, 2323 Ross Avenue, Suite 600 Houston, TX 75201-2725
cr	+ Travis County, c/o Jason A. Starks, P.O. Box 1748, Austin, TX 78767-1748
intp	+ WesternGeco, LLC, c/o John Baay, Suite 4800, 701 Poydras Street, New Orleans, LA 70139-7756

TOTAL: 12

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	+ Email/Text: bnkatty@aldineisd.org	Jun 06 2022 20:24:00	ALDINE, ALDINE INDEPENDENT SCHOOL DISTRICT, LEGAL DEPARTMENT, 2520 W.W. Thorne Blvd., Houston, TX 77073, UNITED STATES 77073-3406
cr	+ Email/Text: houston_bankruptcy@LGBS.com	Jun 06 2022 20:23:00	Cypress Fairbanks ISD, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Jun 06 2022 20:23:00	Fort Bend County, Linebarger Goggan Blair & Sampson LLP, C/O Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	+ Email/Text: houston_bankruptcy@LGBS.com	Jun 06 2022 20:23:00	Harris County, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064

TOTAL: 4

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
intp		Ad Hoc Group of First Lien Lenders and Second Lien
cr		Alief Independent School District
op		Epiq Corporate Restructuring, LLC
cr		Official Committee of Unsecured Creditors of ION G
cr		PGS Exploration (UK), Ltd.

District/off: 0541-4
Date Rcvd: Jun 06, 2022

User: ADIuser
Form ID: pdf002

Page 2 of 3
Total Noticed: 16

cr PGS Geophysical AS
cr Shearwater GeoServices Limited
intp The Board of Directors of Ion Geophysical Corporat
cr Wilmington Savings Fund Society, FSB, as Trustee f

TOTAL: 9 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 08, 2022

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 6, 2022 at the address(es) listed below:

Name	Email Address
Bruce J Ruzinsky	on behalf of Creditor Geophysical Pursuit Inc. and Seismic Exchange Inc. bruzinsky@jw.com, msalinas@jw.com;kgradney@jw.com;dtrevino@jw.com
Carrie V. Hardman	on behalf of Debtor ION Geophysical Corporation chardman@winston.com dcunsolo@winston.com;carrie-hardman-4684@ecf.pacerpro.com
Charles Koster	on behalf of Creditor Committee Official Committee of Unsecured Creditors of ION Geophysical Corporation ckoster@whitecase.com mco@whitecase.com;jdisanti@whitecase.com
Daniel J McGuire	on behalf of Debtor ION Exploration Products (USA) Inc. dmccguire@winston.com
Daniel J McGuire	on behalf of Debtor GX Technology Corporation dmccguire@winston.com
Daniel J McGuire	on behalf of Debtor I/O Marine Systems Inc. dmccguire@winston.com
Daniel J McGuire	on behalf of Debtor ION Geophysical Corporation dmccguire@winston.com
Greg Michael Wilkes	on behalf of Interested Party The Board of Directors of Ion Geophysical Corporation gwilkes@omm.com greg-wilkes-0751@ecf.pacerpro.com
Gregory F Pesce	on behalf of Creditor Committee Official Committee of Unsecured Creditors of ION Geophysical Corporation gregory.pesce@whitecase.com jdisanti@whitecase.com,mco@whitecase.com
Ha Minh Nguyen	on behalf of U.S. Trustee US Trustee ha.nguyen@usdoj.gov
Hector Duran, Jr	on behalf of U.S. Trustee US Trustee Hector.Duran.Jr@usdoj.gov
Jason Starks	on behalf of Creditor Travis County bkecf@traviscountytexas.gov
John E.W. Baay, II	on behalf of Interested Party WesternGeco LLC jbaay@glllaw.com
John P Melko	on behalf of Creditor Shearwater GeoServices Limited jmelko@foley.com

District/off: 0541-4
Date Rcvd: Jun 06, 2022

User: ADIuser
Form ID: pdf002

Page 3 of 3
Total Noticed: 16

rdiep@foley.com;john-melko-2781@ecf.pacerpro.com;docketflow@foley.com

John R Ashmead

on behalf of Creditor Wilmington Savings Fund Society FSB, as Trustee for the 9.125% Notes Due 2021 ashmead@sewkis.com

Katherine A Preston

on behalf of Debtor GX Technology Corporation kpreston@winston.com
rsmith@winston.com;katy-preston-2248@ecf.pacerpro.com;KLowery@winston.com;ECF_Houston@winston.com;ecf_sf@winston.com

Katherine A Preston

on behalf of Debtor I/O Marine Systems Inc. kpreston@winston.com,
rsmith@winston.com;katy-preston-2248@ecf.pacerpro.com;KLowery@winston.com;ECF_Houston@winston.com;ecf_sf@winston.com

Katherine A Preston

on behalf of Debtor ION Exploration Products (USA) Inc. kpreston@winston.com
rsmith@winston.com;katy-preston-2248@ecf.pacerpro.com;KLowery@winston.com;ECF_Houston@winston.com;ecf_sf@winston.com

Katherine A Preston

on behalf of Debtor ION Geophysical Corporation kpreston@winston.com
rsmith@winston.com;katy-preston-2248@ecf.pacerpro.com;KLowery@winston.com;ECF_Houston@winston.com;ecf_sf@winston.com

Matthew M. Roose

on behalf of Interested Party Ad Hoc Group of First Lien Lenders and Second Lien Noteholders matthew.roose@ropesgray.com
nova.alindogan@ropesgray.com

Melissa E Valdez

on behalf of Creditor Alief Independent School District mvaldez@pbfcm.com osonik@pbfcm.com,mvaldez@ecf.courtdrive.com

Michael P Ridulfo

on behalf of Creditor PGS Geophysical AS mridulfo@krcl.com rcoles@krcl.com

Michael P Ridulfo

on behalf of Creditor PGS Exploration (UK) Ltd. mridulfo@krcl.com, rcoles@krcl.com

Michael Scott Held

on behalf of Interested Party PKY-2101 CITYWEST 3&4 LP mheld@jw.com, lwilliams@jw.com;kgradney@jw.com

Nicholas A Pasalides

on behalf of Creditor Digital Greenspoint LP npasalides@reichpc.com

Pamela A. Walters

on behalf of Creditor ALDINE bnkatty@aldineisd.org

Seth E Meisel

on behalf of Creditor Journyx Inc. smeisel@dbcllp.com, lsnedden@dbcllp.com

Sharon Marie Beausoleil

on behalf of Creditor Shearwater GeoServices Limited sbeausoleil@foley.com
rdiep@foley.com;docketflow@foley.com;sharon-beausoleil-5887@ecf.pacerpro.com

Tara L Grundemeier

on behalf of Creditor Cypress Fairbanks ISD houston_bankruptcy@publicans.com

Tara L Grundemeier

on behalf of Creditor Fort Bend County houston_bankruptcy@publicans.com

Tara L Grundemeier

on behalf of Creditor Harris County houston_bankruptcy@publicans.com

Thomas M Kirkendall

on behalf of Creditor Cobra Acquisition Services SA and Cobra Cayman, Ltd bigtkirk@kir.com,
2172957420@filings.docketbird.com

US Trustee

USTPRegion07.HU.ECF@USDOJ.GOV

TOTAL: 33