

Rules for Participation in the Baker Hughes Hydrogen Challenge 2022

Terms & Conditions

Acceptance of the terms and conditions of this agreement (the "Challenge Terms and Conditions") is a prerequisite for participation in the **Baker Hughes Hydrogen Challenge 2022** settled by (1) Baker Hughes - Nuovo Pignone International S.r.l., a company created and existing under the laws of Italy, with its head office at Via Felice Matteucci, 2 – 50127 Florence (Italy) or any of its affiliates, as the case may be (separately or together, the "Promoter") and (2) EIT RawMaterials CLC South S.r.l., Via Ostiense, 92 – 00154 Rome (Italy) (the "Coordinator").

The Baker Hughes Hydrogen Challenge 2022 is set-up by EIT Raw Materials CLC South S.r.l as an agent or otherwise on behalf of the Promoter.

The Baker Hughes Hydrogen Challenge 2022 is a challenge that intends to deploy in the following time schedule:

- From March 21st, 2022, to May, 27th 2022, proposal submission on the dedicated platform
- From May, 30rd 2022 to June 3rd, 2022, scouting summary results to be communicated to Baker Hughes from EIT RawMaterials.
- By end of June: outcome follow up to be communicated to selected applicants by EIT RawMaterials or Baker Hughes.

The Promoter and the Coordinator and the Applicants are also referred to below as the "Parties" and individually as a "Party".

1. General rules governing the Baker Hughes Hydrogen Challenge 2022

The Baker Hughes Hydrogen Challenge 2022 is open to private companies, research units and individuals with a worldwide focus. Each Applicant requires one contact person who is in charge of the application and responsible for all communications with the Coordinator. It is expected that all key communications between the Applicants and the Coordinator, or where relevant, or instructed by Coordinator, with the Promoter, shall be in writing, incl. emails, to allow transparency and appropriate evaluation.

Participation is free of charge, and free of any obligations for the Applicants, other than ensuring that all information provided and answers given to the Promoter in connection with the Hydrogen Challenge 2022 are given with all due care and skill, in a prudent and truthful manner.

Challenge Process and Timeline

Applicants must register their interest in participating in the Baker Hughes Hydrogen Challenge 2022 by registering using this link: <https://open-innovation.eitrawmaterials.eu/opportunities/> and by completing the form available on the dedicated platform and following the above time schedule.



The applications have to be submitted in English.

The submission period is open from March, 14th 00:00 CET to May, 27th 2022, 17:00 CET. Any registration after the deadline will not be accepted.

Assessment:

The Coordinator will conduct a preliminary review of the cases received to ensure the fulfilment and compliance of the information provided according to the Challenge Terms and Conditions as set in this document.

All the Applications that comply with the eligibility criteria and meet the Promoter's expectations will be forwarded to the Promoter.

Criteria:

The cases submitted by the Applicants will be evaluated by the Coordinator, in their absolute discretion, pursuant to the criteria defined and weighted as indicated below:

- The extent of problem that the solution is trying to solve (25%)
- The business concept (25%)
- Technological features and benefits (25%)
- Robustness of the intellectual property (patents, know-how and trade secrets) (25%)

The Applications will be evaluated out of a total of twenty (20) points.

The minimum score points to be considered as a fitting case is twelve (12). Each criterium should reach a minimum score of three (3) out of five (5) points. Where score one (1) refers to an application which is 'not fitting the challenge' and five (5) is an application that is 'very relevant for the challenge'.

Based on the evaluation of the applications the Coordinator and the Promoter will organize specific follow up sessions with selected Applicants as they may consider necessary, and the Applicant should duly make themselves available and provide such further materials and information that the Promoter and/or the Coordinator may require at that time.

For avoidance of doubt, the Promoter may in its absolute discretion, discontinue engagement with any Party that it may not wish to proceed, moreover, participation by Applicant in the Hydrogen Challenge is no guarantee of selection. Neither Coordinator nor Promoter shall have any liability towards the Applicant(s) for any discontinuance of the Hydrogen Challenge, should it be caused by any circumstances outside of Promoter's control, such as force majeure. In the unlikely event this is necessary either temporarily or permanently, Coordinator will duly inform the Applicants.



2. Confidentiality

The Parties guarantee and otherwise undertake to ensure the confidentiality of any and all materials, the documents and information, of any kind whatsoever, in whatever form or medium, of which they become aware in connection with Baker Hughes Hydrogen Challenge 2022 and that are specifically identified as “confidential,” as well as of documents and information the disclosure of which could harm any of the other Party, in particular financially, technically or strategically (“Confidential Information”).

The Parties shall take all useful precautions, in particular to prevent the disclosure or use of any Confidential Information, including without limitation, in respect to commercial or manufacturing secrets, by Applicants, their employees, contractors or agents or advisors.

Information shall not be deemed confidential if the receiving Party is able to show:

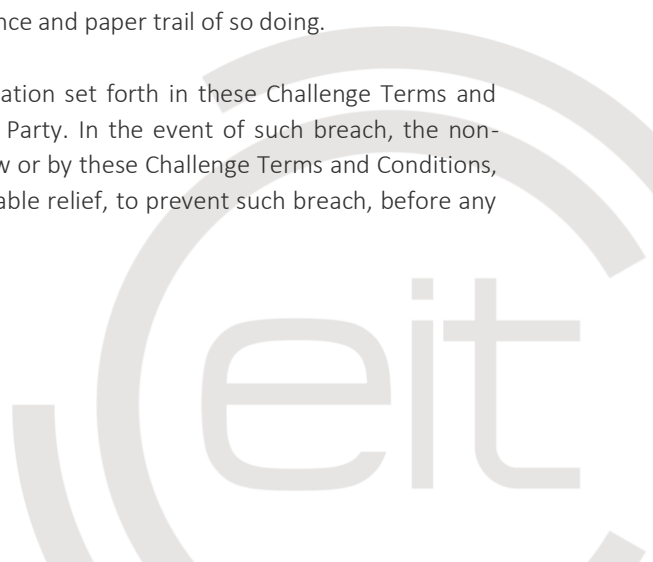
- That it disclosed it after obtaining the prior written authorization of the other Party or that the disclosure was carried out by the disclosing Party;
- That the information entered the public domain after its disclosure or was part of the state of the art at the time of its disclosure, provided, in either case, that it is not in the public domain or part of the state of the art as a result of a violation of a confidentiality obligation owed to the Party that transmitted it;
- That it results from internal developments of a Party without any use of confidential information of the disclosing Party;
- That it was received from a third party without violation of a confidentiality obligation owed to the other Party;
- That its disclosure was required by a mandatory legal or regulatory provision or pursuant to a final court decision. However, in such cases, the Party that is forced to disclose the information may be held liable if one of the following conditions has not been complied with;
- That it has informed the Party that communicated the information of the obligation to disclose it, in writing and in advance and that it has limited the disclosure to information that was strictly necessary to satisfy its obligations.

The above exceptions are not cumulative.

Each Party that receives Confidential Information from the other undertakes to use such information solely in the framework of the Baker Hughes Hydrogen Challenge 2022 and acknowledges that such information remains, in any event, the property of the Party that disclosed it.

Moreover, within ninety (90) calendar days following expiration of the Baker Hughes Hydrogen Challenge 2022, the Parties undertake to destroy all the Confidential Information that they have received in connection with the Challenge, and if necessary and requested by Promoter, show evidence and paper trail of so doing.

A breach of the improper use or disclosure of Confidential Information set forth in these Challenge Terms and Conditions would cause irreparable damage to the non-breaching Party. In the event of such breach, the non-breaching Party shall have, in addition to any and all remedies of law or by these Challenge Terms and Conditions, the right to seek an injunction, specific performance or other equitable relief, to prevent such breach, before any



court of competent jurisdiction. In any action relating to the breach or threatened breach of these Challenge Terms and Conditions, the non-breaching Party may recover, in addition to its damages, the expenses of such action, including its attorneys' fees and litigation/arbitration expenses.

3. Ownership

Each Party retains all right, title and interest in and to its Confidential Information, including any translation thereof, and the receiving Party expressly recognizes the disclosing Party's confidential rights and ownership interest in and to the Confidential Information and the confidential nature thereof. No rights or licenses are granted to the receiving Party in any invention, patent, copyright, trademark, mask work, know-how or trade secret of the disclosing Party. For avoidance of doubt, transfer or disclosure of any information and materials, such as Confidential Information by the disclosing Party, does not transfer, assign or vest any intellectual property in those materials or information, in the receiving Party.

4. Responsible activities

The Applicant undertakes to comply with the principles of good treatment and behavior, fair and equal treatment, non-discrimination and no distortion of competition in line with the good governance principles in the EU.

In the event that the Participant is unable to comply with one of the principles good treatment and behavior and/or requirements, or refuses to implement it, Organizer reserves the right to terminate all or part of the agreements entered into with the Participant, for fault and without giving rise to any right to indemnification.

5. Applicant's warranties

The Applicant warrants that the Applicant owns the intellectual property rights to the Case and that all rights to the Case can be used freely by the Promoter and the Coordinator in accordance with confidentiality restrictions shown at point 2. The Applicant warrants that the Case does not infringe any third-party intellectual property rights and undertakes to indemnify the Promoter and the Coordinator for any costs and losses of any kind whatsoever arising from any third-party claim that the submitted Case infringes the rights of any third party or that a third party holds any rights to the Case.

By accepting these Challenge Terms and Conditions and participating in the Baker Hughes Hydrogen Challenge 2022, the Applicant acknowledges that:

- (i) the Applicant will not violate any applicable laws, regulations, policies or rules, including relating to money-laundering, corruption, bribery, financing of terrorism or any other similar offences

6. Applicable law and dispute resolution

The Parties expressly agree that these Challenge Terms and Conditions are governed by Italian law, including both its substantive and procedural rules.

The Parties shall attempt to amicably resolve any dispute relating to the interpretation or performance of these Challenge Terms and Conditions. If the disagreement cannot be resolved by mutual agreement within fifteen (15) days, the first Party to act may bring the dispute before the competent courts of Rome, notwithstanding a plurality of defendants or the introduction of third parties, including for emergency proceedings or protective proceedings, on an interim basis or upon petition.

