

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 14, 2021

Baker Hughes Company

(Exact name of registrant as specified in charter)

Delaware
(State of Incorporation)

1-38143
(Commission File No.)

81-4403168
(I.R.S. Employer
Identification No.)

17021 Aldine Westfield
Houston, Texas
(Address of Principal Executive Offices)

77073-5101
(Zip Code)

Registrant's telephone number, including area code: (713) 439-8600
(former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Class A Common Stock, par value \$0.0001 per share	BKR	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.07. Submission of Matters to a Vote of Security Holders

The 2021 Annual Meeting of Shareholders of Baker Hughes Company (the "Company") was held on May 14, 2021 (the "Annual Meeting") to (i) elect nine members to the Board of Directors (the "Board") to serve for a one-year term; (ii) vote on an advisory vote to approve the Company's executive compensation program; (iii) ratify KPMG LLP as the Company's independent registered public accounting firm for fiscal year 2021; (iv) approve the Amendment and Restatement of the Baker Hughes Company Employee Stock Purchase Plan (the "ESPP"); and (v) approve the Baker Hughes Company 2021 Long-Term Incentive Plan (the "2021 LTIP"). Each director nominated was elected, and the advisory vote to approve the Company's executive compensation program, the ratification of KPMG LLP as the Company's independent registered public accounting firm for fiscal year 2021, the ESPP, and the 2021 LTIP were each approved.

As of March 18, 2021, the record date, there were 766,338,436 shares of Class A common stock ("Class A Common Stock") issued and outstanding and entitled to vote at the Annual Meeting and 274,603,799 shares of Class B common stock ("Class B Common Stock," and together with the Class A Common Stock, the "Common Stock"), issued and outstanding and entitled to vote at the Annual Meeting. There were 962,003,237 shares of Common Stock represented in person or by proxy at the Annual Meeting, constituting a quorum. The affirmative vote of the plurality of votes cast by the holders of shares of Common Stock present or represented at the Annual Meeting and entitled to vote is needed to elect each director. The affirmative vote of the holders of a majority of the shares of Common Stock present or represented by proxy at the Annual Meeting and entitled to vote on the matter is required for the approval of the other proposals.

The number of votes for, withheld and broker non-votes for the election of each director was as follows:

Name	Number of Votes FOR	Withheld Votes	Broker Non-Votes
W. Geoffrey Beattie	848,431,875	79,998,784	33,572,577
Gregory D. Brenneman	914,843,220	13,587,439	33,572,577
Cynthia B. Carroll	923,231,439	5,199,220	33,572,577
Clarence P. Cazalot, Jr.	920,526,401	7,904,258	33,572,577
Nelda J. Connors	922,970,650	5,460,009	33,572,577
Gregory L. Ebel	891,243,089	37,187,570	33,572,577
Lynn L. Elsenhans	916,247,204	12,183,455	33,572,577
John G. Rice	927,237,617	1,193,042	33,572,577
Lorenzo Simonelli	891,568,441	36,862,218	33,572,577

The number of votes for, against, abstentions and broker non-votes with respect to the advisory vote related to the Company's executive compensation program was as follows:

Number of Votes FOR	Number of Votes AGAINST	Abstentions	Broker Non-Votes
821,002,853	107,090,513	337,293	33,572,577

The number of votes for, against, abstentions and broker non-votes with respect to the ratification of KPMG LLP as the Company's Independent Registered Public Accounting Firm for fiscal year 2021 was as follows:

Number of Votes FOR	Number of Votes AGAINST	Abstentions	Broker Non-Votes
960,946,145	627,870	429,220	—

The number of votes for, against, abstentions and broker non-votes with respect to the approval of the ESPP was as follows:

Number of Votes FOR	Number of Votes AGAINST	Abstentions	Broker Non-Votes
927,496,475	733,293	200,890	33,572,577

The number of votes for, against, abstentions and broker non-votes with respect to the approval of the 2021 LTIP was as follows:

Number of Votes FOR	Number of Votes AGAINST	Abstentions	Broker Non-Votes
910,427,558	17,767,516	235,585	33,572,577

Item 8.01. Other Events

On May 14, 2021, the Board of Directors elected Lorenzo Simonelli as Chairman of the Board and W. Geoffrey Beattie as Lead Director.

The Board of Directors approved the 2021 LTIP on March 25, 2021, subject to shareholder approval on May 14, 2021. On May 13, 2021, the Compensation Committee of the Board of Directors approved the forms of agreements for awards with respect to shares of the Company's Class A common stock to directors, officers and employees of the Company pursuant to the 2021 LTIP (collectively, the "Award Agreements"), substantially in the forms filed as Exhibits to this report.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

[10.1 Form of Director Restricted Stock Unit Award Agreement under the Baker Hughes Company 2021 Long-Term Incentive Plan dated May 2021](#)

[10.2 Form of Restricted Stock Unit Award Agreement \(three year ratable vest\) under the Baker Hughes Company 2021 Long-Term Incentive Plan dated May 2021](#)

[10.3 Form of Restricted Stock Unit Award Agreement \(three year cliff vest\) under the Baker Hughes Company 2021 Long-Term Incentive Plan dated May 2021](#)

[10.4 Form of Performance Share Unit Award Agreement under the Baker Hughes Company 2021 Long-Term Incentive Plan dated May 2021](#)

[10.5 Form of Stock Option Award Agreement under the Baker Hughes Company 2021 Long-Term Incentive Plan dated May 2021](#)

101.SCH* Inline XBRL Schema Document

101.CAL* Inline XBRL Calculation Linkbase Document

101.LAB* Inline XBRL Label Linkbase Document

101.PRE* Inline XBRL Presentation Linkbase Document

101.DEF* Inline XBRL Definition Linkbase Document

104* Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

* Furnished herewith.

**Baker Hughes Company Director Restricted Stock Unit Award Agreement For
[●] (“Participant”)**

1. **Capitalized Terms.** Each capitalized term used but not defined herein shall have the meaning ascribed to such term in the Baker Hughes Company 2021 Long-Term Incentive Plan (the “Plan”).
2. **Grant.** The Board of Directors (the “Board”) of Baker Hughes Company (the “Company”) has granted Restricted Stock Units, from time to time with Dividend Equivalents (“RSUs”), to the individual named in this Award Agreement (the “Participant”) on [●] (the “Grant Date”). Each RSU entitles the Participant to receive from the Company (i) one share of Class A common stock of the Company, par value \$0.0001 per share (“Share”) for which the restrictions lapse in accordance with paragraph 4 or 5, and (ii) cash payments based on dividends paid to stockholders as set forth in paragraph 3, each in accordance with the terms of this Award, the Plan, any country specific addendums and any rules and procedures adopted by the Board. Shares may be adjusted or converted into other property or cash pursuant to the provisions of the Plan.
3. **Dividend Equivalents.** Until such time as the earlier of the restrictions on the RSUs lapsing or the RSUs being cancelled in accordance with paragraph 4 or 5, the Company shall establish an amount to be paid to the Participant equal to the number of RSUs subject to restriction times the per Share quarterly dividend payments made to stockholders of the Company’s Shares (“Dividend Equivalent”). The Company shall accumulate Dividend Equivalents and, on the restriction lapse date, will pay the Participant a cash amount equal to the Dividend Equivalents with respect to the number of RSUs for which restrictions lapse in accordance with paragraph 4 or 5 and unpaid as of the date that restrictions lapse (without interest). Notwithstanding the foregoing, any accumulated and unpaid Dividend Equivalents attributable to RSUs that are cancelled will not be paid and are immediately forfeited upon cancellation of the RSUs.
4. **Lapse of Restrictions.** Subject to paragraph 5, restrictions on the number of RSUs reflected in the Participant’s Plan account maintained by Fidelity Stock Plan Services will lapse on the first anniversary of the Grant Date (the “Normal Restriction Lapse Date”) only if the Participant has continuously served on the Board through such date. If the Participant’s service on the Board terminates prior to the designated Restriction Lapse Date for any reason other than as set forth in paragraph 5, the RSUs shall be immediately cancelled upon such termination of service.
5. **Early Vesting Events.** Restrictions on the RSUs will lapse upon the occurrence of any of the following events (each an “Early Vesting Event”) prior to the designated Restriction Lapse Date:
 - a. **Completion of Term.** If, before the designated Restriction Lapse Date, the Participant completes the term for which the Participant was elected to the Board and as a result

thereof the Participant's service on the Board terminates, restrictions shall immediately lapse on the last day of such term.

b. Employment Termination Due to Death. If the Participant's service on the Board terminates as a result of the Participant's death, then restrictions shall immediately lapse.

c. Termination for Disability. Restrictions shall immediately lapse if the Participant's service on the Board terminates as a result of a disability as determined in the sole discretion of the Board.

d. Change in Control. On a Change in Control, restrictions shall immediately lapse.

6. Alteration/Termination. The Company shall have the right at any time in its sole discretion to amend, alter, suspend, discontinue or terminate any RSUs without the consent of the Participant; provided, however, that no such amendment, alteration, suspension, discontinuance or termination shall occur if reasonably likely to significantly diminish the rights of the Participant without the Participant's consent; provided further that no such consent shall be required with respect to any amendment, alteration, suspension, discontinuance or termination if the Board determines in its sole discretion that such amendment, alteration, suspension, discontinuance or termination either (i) is required or advisable to satisfy or conform to any applicable law, regulation or accounting standard or (ii) is in accordance with paragraph 8. Notwithstanding the foregoing, no amendment of the RSUs may be made that would cause the Participant to become subject to additional taxes under Section 409A. Also, the RSUs shall be null and void to the extent the grant of RSUs or the lapse of restrictions thereon is prohibited under the laws of the country of residence of the Participant.

7. Plan Terms. All terms used in this Award have the same meaning as given such terms in the Plan, a copy of which will be furnished upon request. This Award is subject to the terms of the Plan, which terms are incorporated by reference.

8. Nontransferability. Except as specified in this Award Agreement, this Award and this Agreement are not transferable or assignable by you other than by will or the laws of descent and distribution or pursuant to a "qualified domestic relations order" as defined by the Code or Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended, or similar order.

9. Data Privacy. The Company, the stock brokerage or other financial or administrative services firm designated by the Company (the "**Stock Plan Administrator**"), or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan administer and maintain the data regarding the Plan, the participants and the awards granted to participants in the group consisting of the Company and its Subsidiaries (the "Company Group") worldwide. You authorize the Company, the Stock Plan Administrator and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer Personal Data (as defined below), in electronic or other form, for the sole purpose of implementing, administering and managing

your participation in the Plan. The data administered and maintained by the Company, the Stock Plan Administrator and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan includes information that may be considered personal data, including *your name, home address, email address and telephone number, date of birth, social security or insurance number, passport number or other identification number, salary, nationality, and any Shares or directorships held in the Company, and details of this Award or any other entitlement to Shares, canceled, exercised, vested, unvested or outstanding in your favor* (“**Personal Data**”). You further acknowledge that you understand that the countries to which your Personal Data may be transferred may have data protection standards that are different than those in your home country and that offer a level of data protection that is less than that in your home country. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your service status and career will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to grant you this Award or other equity awards or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan.

10. Entire Agreement. This Award Agreement, the Plan, country specific addendums and the rules and procedures adopted by the Board contain all of the provisions applicable to the RSUs and no other statements, documents or practices may modify, waive or alter such provisions unless expressly set forth in writing, signed by an authorized officer of the Company and delivered to the Participant.

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933, as amended.

Baker Hughes Company Restricted Stock Unit Award Agreement For [●] (“Participant”)

1. **Capitalized Terms.** Each capitalized term used but not defined herein shall have the meaning ascribed to such term in the Baker Hughes Company 2021 Long-Term Incentive Plan (the “Plan”).
2. **Grant.** The Committee of Baker Hughes Company (the “Company”) has granted Restricted Stock Units, from time to time with Dividend Equivalents as the Committee may determine (“RSUs”), to the individual named in this Award Agreement (the “Participant”) on [●] (the “Grant Date”). Each RSU entitles the Participant to receive from the Company (i) one share of Class A common stock of the Company, par value \$0.0001 per share (“Share”), for which the restrictions set forth in paragraph 4 lapse in accordance with their terms, and (ii) cash payments based on dividends paid to stockholders as set forth in paragraph 3, each in accordance with the terms of this Award, the Plan, any country specific addendums and any rules and procedures adopted by the Committee. Shares may be adjusted or converted into other property or cash pursuant to the provisions of the Plan.
3. **Dividend Equivalents.** Until such time as the following restrictions lapse or the RSUs are cancelled, whichever occurs first, the Company may establish an amount to be paid to the Participant equal to the number of RSUs subject to restriction times the per Share quarterly dividend payments made to stockholders of the Company’s Shares (“Dividend Equivalent”). The Company shall accumulate Dividend Equivalents and, upon the date that restrictions lapse, will pay the Participant a cash amount equal to the Dividend Equivalents accumulated and unpaid as of the date that restrictions lapse (without interest). Notwithstanding the foregoing, any accumulated and unpaid Dividend Equivalents attributable to RSUs that are cancelled will not be paid and are immediately forfeited upon cancellation of the RSUs.
4. **Lapse of Restrictions.** Except as specified below, restrictions on one-third of the number of RSUs reflected in the Participant’s Plan account maintained by Fidelity Stock Plan Services will lapse on each of the first, second and third anniversaries of the Grant Date (each, a “Normal Restriction Lapse Date”), in each case, only if the Participant has been continuously employed by the Company or one of its Subsidiaries to each such date, such that on the third Normal Restriction Lapse Date, the restrictions will have lapsed as to all of the RSUs subject to this Award Agreement. The RSUs shall be immediately cancelled upon termination of employment, except as follows:
 - a. **Employment Termination Due to Death.** If prior to the third anniversary of the Grant Date the Participant’s employment with the Company or any of its Subsidiaries terminates as a result of the Participant’s death, then restrictions on all RSUs shall immediately lapse.
 - b. **Involuntary Termination Without Cause Following a Change in Control.** If prior to the third anniversary of the Grant Date the Participant incurs a Separation From Service due to an Involuntary Termination without Cause during the 24-month period

following a Change in Control, restrictions on all RSUs awarded hereby shall immediately lapse on the date of the Participant's Separation From Service if the Participant is not a Specified Employee or on the date that is six months following the Participant's Separation From Service if the Participant is a Specified Employee. For the avoidance of doubt, the 24-month period following a Change in Control includes the date of the Change in Control. For purposes of this Award Agreement, "**Involuntary Termination**" means the Separation From Service of the Participant (i) because the Participant's position is eliminated, (ii) because the Participant and the Company, any of its Subsidiaries or, upon or following a Change in Control, any of their successors, agree to the Participant's resignation of his or her position at the request of the Company, any of its Subsidiaries or, upon or following a Change in Control, any of their successors, (iii) because the Company, any of its Subsidiaries or, upon or following a Change in Control, any of their successors, terminates the employment of the Participant without Cause or (iv) because the Participant resigns due to a reason that would qualify as an event that is a "Good Reason" within the meaning of the Baker Hughes Company Executive Change in Control Severance Plan, whether or not the Participant is a participant in the Baker Hughes Company Executive Change in Control Severance Plan. For purposes of this Award Agreement, an "Involuntary Termination" does not include (i) a termination of employment for Cause, (ii) the Participant's death or disability or retirement or (iii) a voluntary termination of employment by the Participant. For purposes of this Award Agreement, "**Separation From Service**" has the meaning ascribed to that term in Section 409A and "**Specified Employee**" means a person who is, as of the date of the person's Separation From Service, a "specified employee" within the meaning of Section 409A. For purposes of this Award Agreement, "**Section 409A**" means section 409A of the Internal Revenue Code of 1986, as amended and the Department of Treasury rules and regulations issued thereunder.

c. **Employment Termination, Eligibility for Retirement or Occurrence of Total Disability More Than One Year After Grant Date.** If, on or after the first anniversary of the Grant Date and prior to the third anniversary of the Grant Date, the Participant incurs a Separation From Service due to an Involuntary Termination, or the Participant meets the age and service requirements specified in (c)(i) below or incurs a Total Disability, then the restrictions on the RSUs awarded hereby shall lapse or shall be cancelled as provided below:

(i) **Eligibility for Retirement or Occurrence of Total Disability.** Restrictions on all RSUs shall immediately lapse if (A) the Participant attains at least age 60 while still employed by the Company or a Subsidiary and completes five or more years of continuous service with the Company and any of its Subsidiaries, or (B) the Participant incurs a Total Disability. For purposes of this Award Agreement, "**Total Disability**" means the Participant is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident or health plan covering employees of the Company or any of its Subsidiaries.

(ii) **Involuntary Termination Without Cause.** If, prior to the third anniversary of the Grant Date, the Participant incurs an Involuntary Separation From Service without Cause and none of Sections 4a, 4b, or 4c(i) is applicable, then restrictions on the Pro-Rata Portion (as

defined below) of the RSUs shall immediately lapse on the date of the Participant's Separation From Service if the Participant is not a Specified Employee or on the date that is six months following the Participant's Separation From Service if the Participant is a Specified Employee and the remaining RSUs covered by this Award shall be immediately cancelled. For purposes of this Award, the "Pro-Rata Portion" shall mean the total number of RSUs covered by this Award multiplied by a fraction, the numerator of which is the total number of complete months which have elapsed between the Grant Date and the date of termination and the denominator of which is the total number of months between the Grant Date and the third anniversary of the Grant Date, less the number of RSUs for which the restrictions have lapsed prior to the date of Separation From Service.

(iii) **Termination Due to Other Reasons.** If the Participant incurs a Separation From Service for any other reason, then the remaining RSUs shall be immediately cancelled.

d. **Transfers.** For the avoidance of doubt, transfer of employment from the Company or any of its Subsidiaries to the Company or any of its Subsidiaries shall not constitute a termination of employment for purposes of this Award.

5. **Issuance and Withholding Tax.** Upon the Normal Restriction Lapse Date, or such earlier date the restrictions lapse pursuant to paragraph 4, the Company shall issue to the Participant such Shares with respect to the portion, if any, of the RSUs for which the restrictions lapse in accordance with this Award Agreement. No later than the date as of which an amount with respect to the RSUs first becomes includable in the gross income of the Participant for applicable income tax purposes, the Participant shall pay to the Company or make arrangements satisfactory to the Company regarding payment of any federal, state, local or foreign taxes of any kind required or permitted to be withheld with respect to such amount.

6. **Alteration/Termination.** The Company shall have the right at any time in its sole discretion to amend, alter, or terminate the RSUs without the consent of the Participant; provided, however, that no such amendment, alteration or termination shall occur if reasonably likely to significantly diminish the rights of the Participant without the Participant's consent; and provided further that no such consent shall be required with respect to any amendment, alteration or termination of the RSUs if the Board determines in its sole discretion that such amendment, alteration, or termination either (i) is required or advisable to satisfy or conform to any applicable law, regulation or accounting standard or (ii) is in accordance with paragraph 7. Notwithstanding the foregoing, no amendment of the RSUs may be made that would cause the Participant to become subject to additional taxes under Section 409A. Also, the RSUs shall be null and void to the extent the grant of RSUs or the lapse of restrictions thereon is prohibited under the laws of the country of residence of the Participant.

7. **Recoupment.** Notwithstanding any other provision of this Award to the contrary, the RSUs, any Shares issued in settlement of the RSUs, and any amount received with respect to any sale of any such Shares, shall be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with any recoupment policy that the Company may adopt from time to time.

8. Plan Terms. All terms used in this Award have the same meaning as given such terms in the Plan, a copy of which will be furnished upon request. This Award is subject to the terms of the Plan, which terms are incorporated by reference.

9. Data Privacy. The Company, the stock brokerage or other financial or administrative services firm designated by the Company (the “**Stock Plan Administrator**”), or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan administer and maintain the data regarding the Plan, the participants and the awards granted to participants for all employees in the group consisting of the Company and its Subsidiaries (the “**Company Group**”) worldwide. You authorize the Company, the Stock Plan Administrator and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer Employee Personal Data (as defined below), in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan. The data administered and maintained by the Company, the Stock Plan Administrator and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan includes information that may be considered personal data, including *your name, home address, email address and telephone number, date of birth, social security or insurance number, passport number or other identification number, salary, nationality, and any Shares or directorships held in the Company, and details of this Award or any other entitlement to Shares, canceled, exercised, vested, unvested or outstanding in your favor* (“**Employee Personal Data**”). You further acknowledge that you understand that the countries to which your Employee Personal Data may be transferred may have data protection standards that are different than those in your home country and that offer a level of data protection that is less than that in your home country. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your service status and career will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to grant you the RSUs or other equity awards or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan.

10. Repatriation; Compliance with Law. You agree to repatriate all payments attributable to the Shares acquired under the Plan in accordance with applicable foreign exchange rules and regulations in your country of employment (and country of residence, if different). In addition, you agree to take any and all actions, and consent to any and all actions taken by the Company and any of its Subsidiaries and affiliated companies, as may be required to allow the Company and any of its Subsidiaries and affiliated companies to comply with local laws, rules and/or regulations in your country of employment (and country of residence, if different). Finally, you agree to take any and all actions as may be required to comply with your personal obligations under local laws, rules and/or regulations in your country of employment and country of residence, if different).

11. Electronic Delivery. You agree, to the fullest extent permitted by law, in lieu of receiving documents in paper format, to accept electronic delivery of any documents that the Company and its Subsidiaries or affiliated companies may deliver in connection with this grant and any other

grants offered by the Company, including prospectuses, grant notifications, account statements, annual or quarterly reports, and other communications. Electronic delivery of a document may be made via the Company's email system or by reference to a location on the Company's intranet or website or a website of the Company's agent administering the Plan. By accepting this Award, you also hereby consent to participate in the Plan through such system, intranet, or website, including but not limited to the use of electronic signatures or click-through electronic acceptance of terms and conditions.

12. Nontransferability. Except as specified in this Agreement, this Award and this Agreement are not transferable or assignable by you other than by will or the laws of descent and distribution or pursuant to a "qualified domestic relations order" as defined by the Code or Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended, or similar order.

13. Entire Agreement. This Award, the Plan, country specific addendums and the rules and procedures adopted by the Committee contain all of the provisions applicable to the RSUs and no other statements, documents or practices may modify, waive or alter such provisions unless expressly set forth in writing, signed by an authorized officer of the Company and delivered to the Participant.

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933, as amended.

Baker Hughes Company Restricted Stock Unit Award Agreement For [●] (“Participant”)

1. **Capitalized Terms.** Each capitalized term used but not defined herein shall have the meaning ascribed to such term in the Baker Hughes Company 2021 Long-Term Incentive Plan (the “Plan”).
2. **Grant.** The Committee of Baker Hughes Company (the “Company”) has granted Restricted Stock Units, from time to time with Dividend Equivalents as the Committee may determine (“RSUs”), to the individual named in this Award Agreement (the “Participant”) on [●] (the “Grant Date”). Each RSU entitles the Participant to receive from the Company (i) one share of Class A common stock of the Company, par value \$0.0001 per share (“Share”), for which the restrictions set forth in paragraph 4 lapse in accordance with their terms, and (ii) cash payments based on dividends paid to stockholders as set forth in paragraph 3, each in accordance with the terms of this Award, the Plan, any country specific addendums and any rules and procedures adopted by the Committee. Shares may be adjusted or converted into other property or cash pursuant to the provisions of the Plan.
3. **Dividend Equivalents.** Until such time as the following restrictions lapse or the RSUs are cancelled, whichever occurs first, the Company may establish an amount to be paid to the Participant equal to the number of RSUs subject to restriction times the per Share quarterly dividend payments made to stockholders of the Company’s Shares (“Dividend Equivalent”). The Company shall accumulate Dividend Equivalents and, upon the date that restrictions lapse, will pay the Participant a cash amount equal to the Dividend Equivalents accumulated and unpaid as of the date that restrictions lapse (without interest). Notwithstanding the foregoing, any accumulated and unpaid Dividend Equivalents attributable to RSUs that are cancelled will not be paid and are immediately forfeited upon cancellation of the RSUs.
4. **Lapse of Restrictions.** Except as specified below, restrictions on the number of RSUs reflected in the Participant’s Plan account maintained by Fidelity Stock Plan Services will lapse on the third anniversary of the Grant Date (the “Normal Restriction Lapse Date”) only if the Participant has been continuously employed by the Company or one of its Subsidiaries to such date, such that on the Normal Restriction Lapse Date the restrictions will lapse as to all of the RSUs subject to this Award Agreement. The RSUs shall be immediately cancelled upon termination of employment, except as follows:
 - a. **Employment Termination Due to Death.** If prior to the Normal Restriction Lapse Date the Participant’s employment with the Company or any of its Subsidiaries terminates as a result of the Participant’s death, then restrictions on all RSUs shall immediately lapse.
 - b. **Involuntary Termination Without Cause Following a Change in Control.** If prior to the Normal Restriction Lapse Date the Participant incurs a Separation From Service due to an Involuntary Termination without Cause during the 24-month period following a Change in

Control, restrictions on all RSUs awarded hereby shall immediately lapse on the date of the Participant's Separation From Service if the Participant is not a Specified Employee or on the date that is six months following the Participant's Separation From Service if the Participant is a Specified Employee. For the avoidance of doubt, the 24-month period following a Change in Control includes the date of the Change in Control. For purposes of this Award Agreement, "**Involuntary Termination**" means the Separation From Service of the Participant (i) because the Participant's position is eliminated, (ii) because the Participant and the Company, any of its Subsidiaries or, upon or following a Change in Control, any of their successors, agree to the Participant's resignation of his or her position at the request of the Company, any of its Subsidiaries or, upon or following a Change in Control, any of their successors, (iii) because the Company, any of its Subsidiaries or, upon or following a Change in Control, any of their successors, terminates the employment of the Participant without Cause or (iv) because the Participant resigns due to a reason that would qualify as an event that is a "Good Reason" within the meaning of the Baker Hughes Company Executive Change in Control Severance Plan, whether or not the Participant is a participant in the Baker Hughes Company Executive Change in Control Severance Plan. For purposes of this Award Agreement, an "Involuntary Termination" does not include (i) a termination of employment for Cause, (ii) the Participant's death or disability or retirement or (iii) a voluntary termination of employment by the Participant. For purposes of this Award Agreement, "**Separation From Service**" has the meaning ascribed to that term in Section 409A and "**Specified Employee**" means a person who is, as of the date of the person's Separation From Service, a "specified employee" within the meaning of Section 409A. For purposes of this Award Agreement, "**Section 409A**" means section 409A of the Internal Revenue Code of 1986, as amended and the Department of Treasury rules and regulations issued thereunder.

c. Employment Termination, Eligibility for Retirement or Occurrence of Total Disability More Than One Year After Grant Date. If, on or after the first anniversary of the Grant Date and prior to the Normal Restriction Lapse Date, the Participant incurs a Separation From Service due to an Involuntary Termination, or the Participant meets the age and service requirements specified in (c)(i) below or incurs a Total Disability, then the restrictions on the RSUs awarded hereby shall lapse or shall be cancelled as provided below:

(i) Eligibility for Retirement or Occurrence of Total Disability. Restrictions on all RSUs shall immediately lapse if (A) the Participant attains at least age 60 while still employed by the Company or a Subsidiary and completes five or more years of continuous service with the Company and any of its Subsidiaries, or (B) the Participant incurs a Total Disability. For purposes of this Award Agreement, "**Total Disability**" means the Participant is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident or health plan covering employees of the Company or any of its Subsidiaries.

(ii) Involuntary Termination Without Cause. If, prior to the Normal Restriction Lapse Date, the Participant incurs an Involuntary Separation From Service without Cause and none of Sections 4a, 4b, or 4c(i) is applicable, then restrictions on the Pro-Rata Portion (as defined below) of the RSUs shall immediately lapse on the date of the Participant's Separation

From Service if the Participant is not a Specified Employee or on the date that is six months following the Participant's Separation From Service if the Participant is a Specified Employee and the remaining RSUs covered by this Award shall be immediately cancelled. For purposes of this Award, the "Pro-Rata Portion" shall mean the total number of RSUs covered by this Award multiplied by a fraction, the numerator of which is the total number of complete months which have elapsed between the Grant Date and the date of termination and the denominator of which is the total number of months between the Grant Date and the Normal Restriction Lapse Date.

(iii) **Termination Due to Other Reasons.** If the Participant incurs a Separation From Service for any other reason, then the RSUs shall be immediately cancelled.

d. **Transfers.** For the avoidance of doubt, transfer of employment from the Company or any of its Subsidiaries to the Company or any of its Subsidiaries shall not constitute a termination of employment for purposes of this Award.

5. **Issuance and Withholding Tax.** Upon the Normal Restriction Lapse Date, or such earlier date the restrictions lapse pursuant to paragraph 4, the Company shall issue to the Participant such Shares with respect to the portion, if any, of the RSUs for which the restrictions lapse in accordance with this Award Agreement. No later than the date as of which an amount with respect to the RSUs first becomes includable in the gross income of the Participant for applicable income tax purposes, the Participant shall pay to the Company or make arrangements satisfactory to the Company regarding payment of any federal, state, local or foreign taxes of any kind required or permitted to be withheld with respect to such amount.

6. **Alteration/Termination.** The Company shall have the right at any time in its sole discretion to amend, alter, or terminate the RSUs without the consent of the Participant; provided, however, that no such amendment, alteration or termination shall occur if reasonably likely to significantly diminish the rights of the Participant without the Participant's consent; and provided further that no such consent shall be required with respect to any amendment, alteration or termination of the RSUs if the Board determines in its sole discretion that such amendment, alteration, or termination either (i) is required or advisable to satisfy or conform to any applicable law, regulation or accounting standard or (ii) is in accordance with paragraph 7. Notwithstanding the foregoing, no amendment of the RSUs may be made that would cause the Participant to become subject to additional taxes under Section 409A. Also, the RSUs shall be null and void to the extent the grant of RSUs or the lapse of restrictions thereon is prohibited under the laws of the country of residence of the Participant.

7. **Recoupment.** Notwithstanding any other provision of this Award to the contrary, the RSUs, any Shares issued in settlement of the RSUs, and any amount received with respect to any sale of any such Shares, shall be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with any recoupment policy that the Company may adopt from time to time.

8. **Plan Terms.** All terms used in this Award have the same meaning as given such terms in the Plan, a copy of which will be furnished upon request. This Award is subject to the terms of the Plan, which terms are incorporated by reference.

9. Data Privacy. The Company, the stock brokerage or other financial or administrative services firm designated by the Company (the “**Stock Plan Administrator**”), or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan administer and maintain the data regarding the Plan, the participants and the awards granted to participants for all employees in the group consisting of the Company and its Subsidiaries (the “**Company Group**”) worldwide. You authorize the Company, the Stock Plan Administrator and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer Employee Personal Data (as defined below), in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan. The data administered and maintained by the Company, the Stock Plan Administrator and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan includes information that may be considered personal data, including *your name, home address, email address and telephone number, date of birth, social security or insurance number, passport number or other identification number, salary, nationality, and any Shares or directorships held in the Company, and details of this Award or any other entitlement to Shares, canceled, exercised, vested, unvested or outstanding in your favor* (“**Employee Personal Data**”). You further acknowledge that you understand that the countries to which your Employee Personal Data may be transferred may have data protection standards that are different than those in your home country and that offer a level of data protection that is less than that in your home country. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your service status and career will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to grant you the RSUs or other equity awards or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan.

10. Repatriation; Compliance with Law. You agree to repatriate all payments attributable to the Shares acquired under the Plan in accordance with applicable foreign exchange rules and regulations in your country of employment (and country of residence, if different). In addition, you agree to take any and all actions, and consent to any and all actions taken by the Company and any of its Subsidiaries and affiliated companies, as may be required to allow the Company and any of its Subsidiaries and affiliated companies to comply with local laws, rules and/or regulations in your country of employment (and country of residence, if different). Finally, you agree to take any and all actions as may be required to comply with your personal obligations under local laws, rules and/or regulations in your country of employment and country of residence, if different).

11. Electronic Delivery. You agree, to the fullest extent permitted by law, in lieu of receiving documents in paper format, to accept electronic delivery of any documents that the Company and its Subsidiaries or affiliated companies may deliver in connection with this grant and any other grants offered by the Company, including prospectuses, grant notifications, account statements, annual or quarterly reports, and other communications. Electronic delivery of a document may be made via the Company’s email system or by reference to a location on the Company’s intranet or

website or a website of the Company's agent administering the Plan. By accepting this Award, you also hereby consent to participate in the Plan through such system, intranet, or website, including but not limited to the use of electronic signatures or click-through electronic acceptance of terms and conditions.

12. Nontransferability. Except as specified in this Agreement, this Award and this Agreement are not transferable or assignable by you other than by will or the laws of descent and distribution or pursuant to a "qualified domestic relations order" as defined by the Code or Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended, or similar order.

13. Entire Agreement. This Award, the Plan, country specific addendums and the rules and procedures adopted by the Committee contain all of the provisions applicable to the RSUs and no other statements, documents or practices may modify, waive or alter such provisions unless expressly set forth in writing, signed by an authorized officer of the Company and delivered to the Participant.

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933, as amended.

Baker Hughes Company Performance Share Unit Award Agreement For [●] (“Participant”)

1. **Capitalized Terms.** Each capitalized term used but not defined in this Award Agreement (including Appendix A) shall have the meaning ascribed to such term in the Baker Hughes Company 2021 Long-Term Incentive Plan (the “Plan”).
2. **Grant.** The Committee of Baker Hughes Company (the “Company”) has granted Performance Share Units (“PSUs”) to the individual named in this Award Agreement (the “Participant”) on [●] (the “Grant Date”). Each PSU entitles the Participant an opportunity to earn and receive from the Company one share of Class A common stock of the Company, par value \$0.0001 per share (“Share”), for which the restrictions set forth in paragraph 4 lapse in accordance with the terms of this Award Agreement, the Plan, any country specific addendums and any rules and procedures adopted by the Committee. The target number of PSUs reflected in the Participant’s Plan account maintained by Fidelity Stock Plan Services (the “Target PSUs”) is the number of PSUs that the Participant may earn if the Performance Condition is satisfied at the target level. The actual number of PSUs that the Participant may earn may be less than or more than the Target PSUs, depending upon actual performance and the service of the Participant, as specified in paragraph 4. Shares may be adjusted or converted into other property or cash pursuant to the provisions of the Plan.
3. **Dividend Equivalents.** Until such time as the restrictions lapse or the PSUs are cancelled, whichever occurs first, the Company may establish an amount to be paid to the Participant equal to the number of PSUs subject to restriction times the per Share quarterly dividend payments made to stockholders of the Company’s Shares (“Dividend Equivalent”). The Company will accumulate Dividend Equivalents and will pay the Participant a cash amount equal to the Dividend Equivalents accumulated and unpaid as of the date that the restrictions lapse (without interest) upon such lapse date. Notwithstanding the foregoing, any accumulated and unpaid Dividend Equivalents attributable to PSUs that are cancelled will not be paid and are immediately forfeited upon cancellation of the PSUs.
4. **Restrictions.**
 - a. **Lapse of Restrictions Generally.** Except as specified in paragraph 6(a), restrictions on the PSUs will lapse to the extent that both the Service Condition and the Performance Condition are satisfied, based on the Committee Certification. Subject to paragraphs 5 and 6, the “Service Condition” will be satisfied with respect to the PSUs only if the Participant has been continuously employed by the Company or one of its Subsidiaries through the End Date, and the “Performance Condition” will be satisfied with respect to between 0% and 150% of the Target PSUs based on the attainment of Relative Absolute Change in ROIC and Relative Cumulative ROIC and Relative Cumulative Free Cash Flow Divided by Cumulative Adjusted EBITDA performance conditions, adjusted by the Relative TSR modifier, in accordance with Appendix A. After the end of the Performance Period and prior to the issuance of any Shares pursuant to paragraph 7, except as specified in this Award Agreement (for

example, in the event of a Change in Control as described in paragraph 6(a)), the Committee shall certify the extent, if any, to which the Performance Condition was achieved

b. Maximum Shares Limitation. The maximum number of Shares the Participant may earn under this Award is Shares equal to 225% of the Target PSUs.

c. Maximum Value Limitation. In addition to any other limitation specified in this Award Agreement, notwithstanding anything in this Award Agreement to the contrary, if the Final Value of the Shares otherwise issuable on lapse of the restrictions on the PSUs, as determined in accordance with this Award Agreement, exceeds the applicable Maximum Value, the number of Shares issued to the Participant will be reduced so that the Final Value of the number of Shares issued is equal to such Maximum Value. “**Final Value**” means the closing price of a Share on the End Date, multiplied by the number of Shares otherwise issuable on lapse of the restrictions applicable to the PSUs (assuming for such purpose that the immediately preceding sentence did not apply). “**Maximum Value**” means the closing price of a Share on the Grant Date multiplied by the Target PSUs, multiplied by 5.

5. Termination of Employment. If the Participant’s employment with the Company or any of its Subsidiaries terminates prior to the End Date, the PSUs shall be immediately cancelled, except as follows:

a. Employment Termination Due to Death. If the Participant’s employment with the Company or any of its Subsidiaries terminates prior to the End Date as a result of the Participant’s death, the Service Condition shall be deemed fully satisfied as of the date of such termination, and, subject to paragraph 6(a), the PSUs shall remain subject to the Performance Condition.

b. Involuntary Termination Without Cause Following a Change in Control. If the Participant incurs a Separation From Service prior to the End Date due to an Involuntary Termination without Cause during the 24-month period following a Change in Control, the Service Condition shall be deemed to be fully satisfied for all PSUs awarded hereby on the date of the Participant’s Separation From Service if the Participant is not a Specified Employee or on the date that is six months following the Participant’s Separation From Service if the Participant is a Specified Employee. For the avoidance of doubt, the 24-month period following a Change in Control includes the date of the Change in Control. For purposes of this Award Agreement, “**Involuntary Termination**” means the Separation From Service of the Participant (i) because the Participant’s position is eliminated, (ii) because the Participant and the Company, any of its Subsidiaries or, upon or following a Change in Control, any of their successors, agree to the Participant’s resignation of his or her position at the request of the Company, any of its Subsidiaries or, upon or following a Change in Control, any of their successors, (iii) because the Company, any of its Subsidiaries or, upon or following a Change in Control, any of their successors, terminates the employment of the Participant without Cause or (iv) because the Participant resigns due to a reason that would qualify as an event that is a “Good Reason” within the meaning of the Baker Hughes Company Executive Change in Control Severance Plan, whether or not the Participant is a participant in the Baker Hughes Company Executive Change in Control Severance Plan. For purposes of this Award Agreement, an “Involuntary

Termination” does not include (i) a termination of employment for Cause, (ii) the Participant’s death or disability or retirement or (iii) a voluntary termination of employment by the Participant. For purposes of this Award Agreement, “**Separation From Service**” has the meaning ascribed to that term in Section 409A and “**Specified Employee**” means a person who is, as of the date of the person’s Separation From Service, a “specified employee” within the meaning of Section 409A. For purposes of this Award Agreement, “**Section 409A**” means section 409A of the Internal Revenue Code of 1986, as amended and the Department of Treasury rules and regulations issued thereunder.

c. Employment Termination, Eligibility for Retirement or Occurrence of Total Disability More Than One Year After Grant Date. If, on or after the first anniversary of the Grant Date and prior to the End Date, the Participant incurs a Separation From Service due to an Involuntary Termination, or the Participant meets the age and service requirements specified in (c)(i) below or incurs a Total Disability, then the restrictions on the PSUs shall remain eligible to lapse based on attainment of the Performance Condition or shall be cancelled as provided below:

(i) Eligibility for Retirement or Occurrence of Total Disability. If (A) the Participant attains at least age 60 while still employed by the Company or a Subsidiary and completes five or more years of continuous service with the Company and any of its Subsidiaries, or (B) the Participant incurs a Total Disability, the Service Condition shall be deemed fully satisfied as of the date of such termination, and, subject to paragraph 6(a), the PSUs shall remain subject to the Performance Condition. For purposes of this Award Agreement, “**Total Disability**” means the Participant is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident or health plan covering employees of the Company or any of its Subsidiaries. the Participant’s employment with the Company or any of its Subsidiaries terminates as a result of a total disability.

(ii) Involuntary Termination Without Cause. If the Participant incurs a Separation From Service due to an Involuntary Termination without Cause, then as of the date of such Separation From Service, the Service Condition shall be deemed satisfied with respect to the applicable Pro-Rata Portion, and, subject to paragraph 6(a), such Pro-Rata Portion of the PSUs shall remain subject to the Performance Condition. “**Pro-Rata Portion**” means the total number of PSUs covered by this Award, multiplied by a fraction, the numerator of which is the total number of complete calendar months which have elapsed between the Start Date and the date on which the Participant’s employment with the Company or any of its Subsidiaries terminates, and the denominator of which is 36.

(iii) Termination Due to Other Reasons. If the Participant incurs a Separation From Service for any other reason, then the PSUs shall be immediately cancelled.

d. Transfers. For the avoidance of doubt, transfer of employment from the Company or any of its Subsidiaries to the Company or any of its Subsidiaries shall not constitute a termination of employment for purposes of this Award.

6. Transactions Involving the Company or Peers.

a. Change in Control of the Company. In the event of a Change in Control, the Performance Condition shall be deemed satisfied at the target level of performance with respect to the Target PSUs that have not theretofore been forfeited, and, except as specified above in this Award Agreement, the Target PSUs shall remain subject to the Service Condition.

b. Transactions Involving Peers. Notwithstanding anything in this Award Agreement (including Appendix A) to the contrary, for purposes of the Performance Condition in Appendix A, in the event that, prior to the End Date, there occurs:

(i) a merger, acquisition or business combination transaction of a Peer with or by another Peer, only the surviving entity shall remain a Peer;

(ii) a merger of a Peer with an entity that is not a Peer, or the acquisition or business combination transaction by or with a Peer, or with an entity that is not a Peer, in each case where such Peer is the surviving entity and remains publicly traded, such Peer shall remain a Peer;

(iii) a merger or acquisition or business combination transaction of a Peer by or with an entity that is not a Peer or a “going private” transaction involving a Peer where such Peer is not the surviving entity or is otherwise no longer publicly traded, such Peer shall no longer be a Peer;

(iv) a stock distribution from a Peer consisting of the shares of a new publicly traded company (a “spin-off”), such Peer shall remain a Peer, such distribution shall be treated as a dividend from such Peer based on the closing price of the shares of the spun-off company on its first day of trading and the Annual ROIC of the spun-off company shall not thereafter be tracked for purposes of calculating the Annual ROIC, the Cumulative ROIC, the Cumulative Free Cash Flow of the spun-off company and the Adjusted EBITDA of the spun-off company shall not thereafter be tracked for purposes of calculating Cumulative Free Cash Flow and Adjusted EBITDA, and the performance of the shares of the spun-off company shall not thereafter be tracked for purposes of calculating TSR, and the performance of the shares of the spun-off company shall not thereafter be tracked for purposes of calculating TSR; or

(v) a bankruptcy or liquidation of a Peer, the Absolute Change in ROIC of such Peer shall be ranked last for purposes of determining the Relative Absolute Change in ROIC, and the Cumulative ROIC of such peer shall be ranked last for purposes of determining the Relative Cumulative ROIC, the Cumulative Free Cash Flow Divided by Cumulative Adjusted EBITDA of such Peer shall be ranked last for purposes of determining the Relative Cumulative Free Cash Flow Divided by Cumulative Adjusted EBITDA, and the TSR of such Peer shall be ranked last for purposes of determining the Relative TSR.

7. Issuance and Withholding Tax. Upon such date as both the Service Condition and the Performance Condition restrictions lapse pursuant to this Award Agreement, the Company shall issue to the Participant such Shares with respect to the portion, if any, of the PSUs for which the restrictions lapse in accordance with this Award Agreement. No later than the date as of which

an amount with respect to the PSUs first becomes includable in the gross income of the Participant for applicable income tax purposes, the Participant shall pay to the Company or make arrangements satisfactory to the Company regarding payment of any federal, state, local or foreign taxes of any kind required or permitted to be withheld with respect to such amount.

8. Amendment/Termination. The Company shall have the right at any time in its sole discretion to amend, alter, or terminate the PSUs without the consent of the Participant; provided, however, that no such amendment, alteration or termination shall occur if reasonably likely to significantly diminish the rights of the Participant without the Participant's consent; provided further that no such consent shall be required with respect to any amendment, alteration or termination of the PSUs if the Board determines in its sole discretion that such amendment, alteration, or termination either (i) is required or advisable to satisfy or conform to any applicable law, regulation or accounting standard or (ii) is in accordance with paragraph 9. Notwithstanding the foregoing, no amendment of the PSUs may be made that would cause the Participant to become subject to additional taxes under Section 409A. Also, the PSUs shall be null and void to the extent the grant of PSUs or the lapse of restrictions thereon is prohibited under the laws of the country of residence of the Participant.

9. Recoupment. Notwithstanding any other provision of this Award to the contrary, the PSUs, any Shares issued in settlement of the PSUs, and any amount received with respect to any sale of any such Shares, shall be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with any recoupment policy that the Company may adopt from time to time.

10. Plan Terms. All terms used in this Award have the same meaning as given such terms in the Plan, a copy of which will be furnished upon request. This Award is subject to the terms of the Plan, which terms are incorporated by reference.

11. Data Privacy. The Company, the stock brokerage or other financial or administrative services firm designated by the Company (the "**Stock Plan Administrator**"), or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan administer and maintain the data regarding the Plan, the participants and the awards granted to participants for all employees in the group consisting of the Company and its Subsidiaries (the "**Company Group**") worldwide. You authorize the Company, the Stock Plan Administrator and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer Employee Personal Data (as defined below), in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan. The data administered and maintained by the Company, the Stock Plan Administrator and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan includes information that may be considered personal data, including *your name, home address, email address and telephone number, date of birth, social security or insurance number, passport number or other identification number, salary, nationality, and any Shares or directorships held in the Company, and details of this Award or any other entitlement to Shares, canceled, exercised, vested, unvested or outstanding in your favor* ("**Employee**

Personal Data”). You further acknowledge that you understand that the countries to which your Employee Personal Data may be transferred may have data protection standards that are different than those in your home country and that offer a level of data protection that is less than that in your home country. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your service status and career will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to grant you the PSUs or other equity awards or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan.

12. Repatriation; Compliance with Law. You agree to repatriate all payments attributable to the Shares acquired under the Plan in accordance with applicable foreign exchange rules and regulations in your country of employment (and country of residence, if different). In addition, you agree to take any and all actions, and consent to any and all actions taken by the Company and any of its Subsidiaries and affiliated companies, as may be required to allow the Company and any of its Subsidiaries and affiliated companies to comply with local laws, rules and/or regulations in your country of employment (and country of residence, if different). Finally, you agree to take any and all actions as may be required to comply with your personal obligations under local laws, rules and/or regulations in your country of employment and country of residence, if different).

13. Electronic Delivery. You agree, to the fullest extent permitted by law, in lieu of receiving documents in paper format, to accept electronic delivery of any documents that the Company and its Subsidiaries or affiliated companies may deliver in connection with this grant and any other grants offered by the Company, including prospectuses, grant notifications, account statements, annual or quarterly reports, and other communications. Electronic delivery of a document may be made via the Company’s email system or by reference to a location on the Company’s intranet or website or a website of the Company’s agent administering the Plan. By accepting this Award, you also hereby consent to participate in the Plan through such system, intranet, or website, including but not limited to the use of electronic signatures or click-through electronic acceptance of terms and conditions.

14. Nontransferability. Except as specified in this Award Agreement, this Award and this Award Agreement are not transferable or assignable by you other than by will or the laws of descent and distribution or pursuant to a “qualified domestic relations order” as defined by the Code or Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended, or similar order.

15. Entire Agreement. This Award, the Plan, country specific addendums and the rules and procedures adopted by the Committee contain all of the provisions applicable to the PSUs and no other statements, documents or practices may modify, waive or alter such provisions unless expressly set forth in writing, signed by an authorized officer of the Company and delivered to the Participant.

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933, as amended.

Performance Condition

Section 1. *Definitions.* As used in this Appendix A, the following terms shall have the meanings set forth below:

(a) “**Absolute Change in ROIC**” means the Annual ROIC of the Company or a Peer for the last calendar year of the Performance Period, *minus* the Annual ROIC of the Company or such Peer for the calendar year that immediately precedes the first year of the Performance Period; *provided* that, if a Peer’s fiscal year is not the calendar year, “Absolute Change in ROIC” means the Annual ROIC of such Peer for the fiscal year of such Peer that ends during the Performance Period, *minus* the Annual ROIC of such Peer for the fiscal year of such Peer that ends in the calendar year that immediately precedes the first year of the Performance Period.

(b) “**Adjusted EBITDA**” means operating income adjusted for restructuring, separation, impairments, and certain other charges, plus depreciation and amortization.

(c) “**Annual ROIC**” of the Company or a Peer for a calendar year or fiscal year, as applicable, means the quotient obtained by *dividing* the Net Operating Profit After Tax of the Company or such Peer for such year *by* the average of the Invested Capital of the Company or such Peer for such year.

(d) “**Cumulative Adjusted EBITDA**” of the Company or a Peer, as applicable, means the cumulative Adjusted EBITDA of the Company or the Peer for the three years in the Performance Period.

(e) “**Cumulative Free Cash Flow**” of the Company or a Peer, as applicable, means cumulative Free Cash Flow for the three years in the Performance Period.

(f) “**Cumulative ROIC**” of the Company or a Peer, as applicable, means the quotient obtained by dividing the Cumulative Net Operating Profit After Tax of the Company or such Peer for the three years of the Performance Period by the average of the Invested Capital of the Company or such Peer across the Performance Period, divided by three.

(g) “**Cumulative Free Cash Flow Divided by Cumulative Adjusted EBITDA**” of the Company or a Peer, as applicable, means the cumulative Free Cash Flow of the Company or a Peer for the three years in the Performance Period, divided by the Cumulative Adjusted EBITDA of the Company or the Peer for the three years in the Performance Period.

(h) “**End Date**” means December 31, [●].¹

(i) “**End Price**” with respect to a Share or a Peer Share means the average of the closing price of such Share or Peer Share on the applicable Principal Exchange on each trading day in

¹ Insert the last year of the Performance Period

December [●]² assuming dividends distributed during the period beginning December 1, [●]³ were reinvested in additional shares of the issuing company's stock on the ex-dividend date. The Committee shall adjust equitably the End Price with respect to a Share or Peer Share, as calculated in accordance with the preceding sentence, to reflect any corporate transaction or event set forth in Section 4(b) of the Plan that affects such Share or Peer Share if such adjustment is appropriate to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Award.

(j) “**Free Cash Flow**” of the Company or a Peer for a calendar year or fiscal year, as applicable, means cash flow from operations less expenditures for capital assets plus proceeds from the disposal of assets.

(k) “**Invested Capital**” means the sum of (i) accounts receivable, (ii) inventory, (iii) property, plant and equipment, (iv) accounts payable, (v) goodwill, (vi) intangibles, (vii) progress collections and deferred income and (viii) contract and other deferred assets, each as recorded on the balance sheet of the Company or a Peer, as applicable.

(l) “**Net Operating Profit After Tax**” of the Company or a Peer for a calendar year or fiscal year or across the Performance Period, as applicable, means reported operating income, plus other income minus reported tax expense.

(m) “**Peer**” means [●].⁴

(n) “**Peer Share**” means the share of common stock of a Peer that is quoted or traded on a national securities exchange.

(o) “**Performance Period**” means the period beginning on the Start Date and ending on the End Date.

(p) “**Principal Exchange**” means the principal U.S. securities exchange on which a Share or Peer Share is quoted or traded as of an applicable date. For the avoidance of doubt, a Share or Peer Share that is quoted or traded only over the counter shall not be deemed to be quoted or traded on a Principal Exchange.

(q) “**Relative Absolute Change in ROIC**” means the percentile ranking of the Absolute Change in ROIC of the Company in relation to the Absolute Change in ROIC of each of the Peers, as calculated by the Committee in good faith applying a reasonable statistical method.

² Insert the last year of the Performance Period.

³ Insert year that precedes the year of the Start Date

⁴ Insert TechnipFMC plc and list each company that, as of the Start Date, is included in the PHLX Oil Service Sector (OSX) index which on January 1, 2021 includes TechnipFMC plc and ChampionX Corporation, USA Compression Partners, LP, Cactus, Inc., Core Laboratories N.V., Golar LNG Limited, Halliburton Company, Helmerich & Payne, Inc., Nabors Industries Ltd., NOV Inc., Oceaneering International, Inc., Oil States International, Inc., Dril-Quip, Inc., Schlumberger Limited, Liberty Oilfield SVC, and Transocean Ltd

(r) “**Relative Cumulative ROIC**” means the percentile ranking of the Cumulative ROIC of the Company in relation to the Cumulative ROIC of each of the Peers, as calculated by the Committee in good faith applying a reasonable statistical method.

(s) “**Relative Cumulative Free Cash Flow Divided by Cumulative Adjusted EBITDA**” means the percentile ranking of the Cumulative Free Cash Flow Divided by Cumulative Adjusted EBITDA of the Company in relation to the Cumulative Free Cash Flow Divided by Cumulative Adjusted EBITDA of each of the Peers, as calculated by the Committee in good faith applying a reasonable statistical method.

(t) “**Relative TSR**” means the percentile ranking of the TSR of a Share in relation to the TSR of each of the Peers’ Shares, as calculated by the Committee in good faith applying a reasonable statistical method.

(u) “**Start Date**” means January 1, [●].⁵

(v) “**Start Price**” with respect to a Share or a Peer Share means the average of the closing price of such Share or Peer Share on the applicable Principal Exchange on each trading day in December [●]⁶, assuming dividends distributed during December [●] were reinvested in additional shares of the issuing company’s stock on the ex-dividend date. Notwithstanding the foregoing, the Committee shall adjust equitably the Start Price with respect to a Peer Share, as calculated in accordance with the preceding sentence, to reflect any corporate transaction or event set forth in Section 4(b) of the Plan that affects such Peer Share if such adjustment is appropriate to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Award Agreement.

(w) “**TSR**” with respect to a Share or Peer Share means total shareholder return with respect to such Share or Peer Share, expressed as a percentage, which will be calculated by (i) dividing (x) the End Price of such Share or Peer Share by (y) the Start Price such Share or Peer Share and (ii) subtracting one from the quotient.

Section 2. *Weighting of Performance Conditions.*

The payout for the number of Performance Units awarded to a Participant under a Performance Unit Award will be determined under Section 3 and will be based in part upon the achievement of the following weighted Performance Goals: (1) Relative Absolute Change in ROIC and Relative Cumulative ROIC and (2) Relative Cumulative Free Cash Flow Divided by Cumulative Adjusted EBITDA. The (1) Relative Absolute Change in ROIC and Relative Cumulative ROIC and (2) Relative Cumulative Free Cash Flow Divided by Cumulative Adjusted EBITDA Performance Goals are equally weighted. That is, the Relative Cumulative Free Cash Flow Divided by Cumulative Adjusted EBITDA Performance Goal has a weighting of 50 percent. The Relative Absolute Change in ROIC and Relative Cumulative ROIC Performance Goals collectively have a weighting of 50 percent and are split equally with 25 percent weighted to Relative Absolute Change in ROIC and 25 percent weighted to Relative Cumulative Average ROIC.

⁵ Insert the first year of the Performance Period

⁶ Insert year that precedes the year of the Start Date

Section 3. *Performance Condition Attainment.*

(a) Relative Absolute Change in ROIC and Relative Cumulative ROIC. Relative Absolute Change in ROIC and Relative Cumulative ROIC will each be measured independently and then compared against the Peers. The average of those results will determine the preliminary Performance Condition attainment (prior to adjustment under paragraph (c) below by the Relative TSR modifier), with respect to 50 percent of the Target PSUs. The following table sets forth the percentage of such Target PSUs, prior to adjustments pursuant to paragraph (c) below (the “Preliminarily Adjusted Units”) for which the Performance Condition will be deemed satisfied based on the attainment of Relative Absolute Change in ROIC and Relative Cumulative ROIC indicated in the corresponding row of the table:

Relative Absolute Change in ROIC / Relative Cumulative ROIC (Percentile v. Peers)	Performance Condition Attainment for Relative Absolute Change in ROIC / Relative Cumulative ROIC	Total Performance Condition Attainment (Average of Relative Absolute Change in ROIC Attainment and Relative Cumulative ROIC Attainment)
≥ 75	150%	150%
50	100%	100%
25	50%	50%
<25	0%	0%

If Relative Absolute Change in ROIC or Relative Cumulative ROIC exceeds the 25th percentile and is less than the 50th percentile, or if Relative Absolute Change in ROIC or Relative Cumulative ROIC exceeds the 50th percentile and is less than the 75th percentile, the percentage of the PSUs for which the Performance Condition will be deemed satisfied will be subject to straight-line interpolation between the applicable corresponding percentages set forth in the table. For purposes of illustration only, if Relative Absolute Change in ROIC is attained at the 35th percentile, resulting in 70% performance attainment, and Relative Cumulative ROIC is attained at the 20th percentile, resulting in 0% performance attainment, the percentage of the PSUs for which the Performance Condition will be deemed satisfied will equal 35% (i.e., the average of 70% and 0%).

(b) Relative Cumulative Free Cash Flow Divided by Cumulative Adjusted EBITDA. Relative Cumulative Free Cash Flow Divided by Cumulative Adjusted EBITDA will be measured independently and then compared against the Peers. The average of those results will determine the preliminary Performance Condition attainment (prior to adjustment under paragraph (c) below by the Relative TSR modifier), with respect to 50 percent of the Target PSUs. The following table sets forth the percentage of such Target PSUs, prior to adjustments pursuant to paragraph (c) below the Preliminarily Adjusted Units, for which the Performance Condition will be deemed satisfied based on the attainment of Relative Cumulative Free Cash Flow Divided by Cumulative Adjusted EBITDA indicated in the corresponding row of the table:

Relative Cumulative Free Cash Flow Divided by Cumulative Adjusted EBITDA (Percentile v. Peers)	Performance Condition Attainment for Relative Cumulative Free Cash Flow Divided by Cumulative Adjusted EBITDA
≥ 75	150%
50	100%
25	50%
<25	0%

If Relative Cumulative Free Cash Flow Divided by Cumulative Adjusted EBITDA exceeds the 25th percentile and is less than the 50th percentile, or if Relative Cumulative Free Cash Flow Divided by Cumulative Adjusted EBITDA exceeds the 50th percentile and is less than the 75th percentile, the percentage of the PSUs for which the Performance Condition will be deemed satisfied will be subject to straight-line interpolation between the applicable corresponding percentages set forth in the table.

(c) Relative TSR Modifier. The final number of Shares to be paid under this Award Agreement will be calculated by adjusting the Participant's total Preliminarily Adjusted Units upwards or downwards based on the Company's Relative TSR performance compared to the Peers. The adjustment will be based on the table below.

Relative TSR Percentile Rank	TSR Modifier
25th Percentile or Less	-50%
50th Percentile	0%
75th Percentile or Greater	50%

If Relative TSR percentile rank exceeds the 25th percentile and is less than the 50th percentile, or if Relative TSR percentile rank exceeds the 50th percentile and is less than the 75th percentile, the TSR Modifier will be determined by straight-line interpolation between the applicable corresponding percentages set forth in the table.

The total Award earned is calculated by first multiplying the number of the Preliminarily Adjusted Units by the TSR Modifier. The sum of (1) the Preliminarily Adjusted Units and (2) the product of the Preliminarily Adjusted Units and the TSR Modifier, not in excess of 225% of the Target Shares, is the Final Adjusted Units. Subject to the maximum value limitation set forth in paragraphs 4c of the Award Agreement, each Final Adjusted Unit represents a right to receive one Share. In no event will the Final Adjusted Units be less than zero. In no event will the number of Shares issued to the Participant under the Award exceed the maximum value limitation set forth in paragraph 4c of the Award Agreement.

(d) Adjustments for Unusual or Nonrecurring Events. The Committee shall be authorized to remove a Peer or make adjustments to any of the performance metrics set forth in Appendix A as they apply to such Peer or Company in recognition of unusual or nonrecurring

events affecting such Peers or Company, or the financial statements of such Peers or Company, or of changes in applicable laws, regulations, or accounting principles, whenever the Committee determines that such removal or adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits to be made available under this Award Agreement.

Baker Hughes Company Stock Option Award Agreement For [●] (“Participant”)

1. **Capitalized Terms.** Each capitalized term used but not defined herein shall have the meaning ascribed to such term in the Baker Hughes Company 2021 Long-Term Incentive Plan (the “Plan”).
2. **Grant of Option.** The Committee of Baker Hughes Company (the “Company”) has granted this Option (the “Option”) to the individual named in this Award Agreement (the “Participant”) on [●] (the “Grant Date”). The Option entitles the Participant to purchase from the Company [●] shares of Class A common stock of the Company, par value \$0.0001 per share (“Share”) for a price per Share of \$[●] (the “Exercise Price”) in accordance with the terms of this Award, the Plan, country specific addendums and any rules and procedures adopted by the Committee. The Option is a Non-Qualified Stock Option.
3. **Exercisability and Expiration Date.** Except as set forth below, one-third of the number of Shares subject to the Option, as reflected in the Participant’s Plan account maintained by Fidelity Stock Plan Services will become exercisable on each of the first, second and third anniversaries of the Grant Date (each, an “Exercisable Date”) (such that on the third anniversary of the Grant Date, the Option will be exercisable in full) but (except as specified below) only if the Participant has been continuously employed by the Company or one of its Subsidiaries to through such applicable Exercisable Date. The Option is exercisable in installments in accordance with the foregoing vesting schedule with the Exercise Price payable at the time of exercise. To the extent not exercised, exercisable installments will be cumulative and may be exercised in whole or in part until the Option terminates. The Option shall expire on [●] (the “Expiration Date”). The Option shall be immediately cancelled upon termination of employment, except as follows:
 - a. **Employment Termination Due to Death.** If the Participant’s employment with the Company or any of its Subsidiaries terminates prior to the third anniversary of the Grant Date as a result of the Participant’s death, then the Option shall become immediately exercisable, and the Option shall expire on the Expiration Date.
 - b. **Involuntary Termination Without Cause Following a Change in Control.** If prior to the third anniversary of the Grant Date, the Participant’s employment with the Company or any of its Subsidiaries, or any of their successors, terminates without Cause during the 24-month period following a Change in Control, the Option shall become immediately exercisable and the Option shall expire on the Expiration Date. For the avoidance of doubt, the 24-month period following a Change in Control includes the date of the Change in Control. For purposes of this Award Agreement, “**Involuntary Termination**” means the termination of employment of the Participant (i) because the Participant’s position is eliminated, (ii) because the Participant and the Company, any of its Subsidiaries or, upon or following a Change in Control, any of their successors, agree to the Participant’s resignation of his or her position at the request of the Company, any of its Subsidiaries or, upon or following a Change in Control, any of their successors, (iii) because the Company, any of its

Subsidiaries or, upon or following a Change in Control, any of their successors, terminates the employment of the Participant without Cause or (iv) because the Participant resigns due to a reason that would qualify as an event that is a “Good Reason” within the meaning of the Baker Hughes Company Executive Change in Control Severance Plan, whether or not the Participant is a participant in the Baker Hughes Company Executive Change in Control Severance Plan. For purposes of this Award Agreement, an “Involuntary Termination” does not include (i) a termination of employment for Cause, (ii) the Participant’s death or disability or retirement or (iii) a voluntary termination of employment by the Participant.

c. Employment Termination, Eligibility for Retirement or Occurrence of Total Disability More Than One Year After Grant Date. If, on or after the first anniversary of the Grant Date and prior to the third anniversary of the Grant Date, the Participant incurs an Involuntary Termination without Cause, or the Participant meets the age and service requirements specified in (i) below or incurs a Total Disability, then the Exercisable Dates and Expiration Date shall be automatically adjusted as provided below (subject to any rules adopted by the Committee):

(i) Termination/Eligibility for Retirement, or Termination for Total Disability. If, on or after the first anniversary of the Grant Date and prior to the third anniversary of the Grant Date (A) the Participant attains at least age 60 while still employed by the Company or a Subsidiary and completes five or more years of continuous service with the Company and any of its Subsidiaries, or (B) the Participant’s employment with the Company or any of its Subsidiaries terminates as a result of a Total Disability, then any the Option shall become immediately exercisable in full and the Option shall remain exercisable until the Expiration Date. For purposes of this Award Agreement, “**Total Disability**” means the Participant is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident or health plan covering employees of the Company or any of its Subsidiaries.

(ii) Involuntary Termination Without Cause. If, on or after the first anniversary of the Grant Date and prior to the third anniversary of the Grant Date, the Participant incurs an Involuntary Termination without Cause and none of Sections 3a, 3b, or 3c(i) is applicable, then the Pro-Rata Portion (as defined below) of the Shares subject to the Option shall become immediately exercisable and the Option shall remain exercisable for 12 months following the date of the Involuntary Termination without Cause. The remainder of the Option, to the extent not exercisable, shall immediately expire. For purposes of this Award, the “Pro- Rata Portion” shall mean the total number of Shares subject to the Option multiplied by a fraction, the numerator of which is the total number of complete months which have elapsed between the Grant Date and the date of termination and the denominator of which is the total number of months between the Grant Date and the last Exercisable Date, less the number of Shares with respect to which the Option previously became exercisable.

(iii) Termination Due to Other Reasons. If the Participant’s employment with the Company or any of its Subsidiaries terminates for any other reason, and the Participant and the Company have not entered into a written separation agreement explicitly providing otherwise in

accordance with rules and procedures adopted by the Committee, then then the Option, to the extent not then exercisable on the date of termination, shall immediately expire.

4. **Transfers.** For the avoidance of doubt, transfer of employment among the Company or any of its Subsidiaries to the Company or any of its Subsidiaries shall not constitute a termination of employment for purposes of this Award.

5. **Method of Exercise.**

a. **Notice and Manner of Exercise.** The Participant may exercise some or all of the Option, to the extent then exercisable, by submitting online or phone instructions to the stock brokerage or other financial or administrative services firm designated by the Company (the “**Stock Plan Administrator**”) at any time and from time to time after the Option becomes exercisable. The Exercise Price of the Shares for the Option and applicable withholding taxes (as described in paragraph b of this Section 5) shall be paid in full at the time of exercise (a) in cash (including by check, bank draft or money order delivered to the Stock Plan Administrator), (b) by delivering to the Stock Plan Administrator Shares having a Fair Market Value equal to the purchase price, (c) through a simultaneous sale through the Stock Plan Administrator of Shares acquired upon exercise; or (d) by a combination of the above. No fraction of a share of Stock shall be issued by the Stock Plan Administrator upon exercise of an Option or accepted by the Stock Plan Administrator in payment of the purchase price thereof; rather, any remaining balance of sale proceeds over the purchase price and taxes withheld shall be paid to the Participant, subject to any applicable laws.

Notwithstanding any provision in this Agreement, the Company, in its sole discretion, may require that the Participant (or in the event of the Participant’s death, the Participant’s legal representative) exercise the Option by a means of a simultaneous sale through the Stock Plan Administrator of Shares acquired upon exercise.

b. **Withholding Tax.** As a condition to exercise of the Option, the Participant shall pay to the Company or make arrangements satisfactory to the Company regarding payment of any federal, state, local or foreign taxes of any kind required or permitted to be withheld with respect to the amount that becomes includable in the gross income of the Participant as a result of the exercise.

c. **Issuance of Shares.** Upon the Participant’s making all applicable payments hereunder, the Company shall, without additional expense to the Participant (other than any transfer or issue taxes if the Company so elects), issue the Shares to the Participant; *provided, however*, that the date of issuance or delivery may be postponed by the Company for such period as may be required for it with reasonable diligence to comply with any applicable listing requirements of any national securities exchange and requirements under any law or regulation applicable to the issuance or transfer of such Shares.

d. **Automatic Exercise of Certain Expiring Options.** Notwithstanding any other provision of the Plan or this Award Agreement (other than this paragraph 5d), on the last trading day on which all or a portion of the Option may be exercised, if the per Share Exercise Price of the Option exceeds the then Fair Market Value of the Share by at least \$.01 (such expiring

portion of the Option that is so in-the-money, an “**Auto-Exercise Eligible Option**”), the Participant shall be deemed to have automatically exercised the Auto-Exercise Eligible Option (to the extent the Option has not previously been exercised or forfeited) in accordance with the provisions of this paragraph 5d. In the event of an automatic exercise pursuant to this paragraph 5d, the Company shall reduce the number of Shares issued to the Participant upon the Participant’s automatic exercise of the Auto-Exercise Eligible Option to satisfy the Participant’s Exercise Price obligation for the Auto-Exercise Eligible Option. Further, the Company shall reduce the number of Shares issued to the Participant to satisfy the applicable minimum tax withholding obligation arising upon the automatic exercise unless the Committee deems that a different method of satisfying the tax withholding obligations is practicable and advisable. In accordance with procedures established by the Committee, the Participant may notify the Company in advance that the Participant does not wish for the Auto-Exercise Eligible Option to be exercised. In its discretion, the Company may determine to cease automatically exercising Options at any time. For avoidance of doubt, the Participant may exercise any exercisable portion of the Option prior to the time of an automatic exercise and no portion of the Option may or will be exercised at or after the Participant’s termination for Cause. The automatic exercise procedure is provided as a convenience and as a protection against inadvertent expiration of the Option. *Because the exercise of the Option is the Participant’s responsibility, the Participant waives any claims against the Company, the Subsidiaries or any of their employees or agents if an automatic exercise does not occur for any reason and the Option expires.*

6. Alteration/Termination. The Company shall have the right at any time in its sole discretion to amend, alter, suspend, discontinue or terminate the Option without the consent of the Participant. Also, the Option shall be null and void to the extent the grant of Option or exercise thereof is prohibited under the laws of the country of residence of the Participant.

7. Recoupment. Notwithstanding any other provision of this Award to the contrary, the Option, any Shares received on exercise of the Option, and any amount received with respect to any sale of any such Shares, shall be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with any recoupment policy that the Company may adopt from time to time.

8. Plan Terms. The terms of the Plan are incorporated by reference herein. A copy of the Plan will be furnished to the Participant upon request. Nothing in this Agreement limits the Company’s rights to make adjustments permitted under the Plan in the event of corporate transactions.

9. Data Privacy. The Company, the Stock Plan Administrator or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan administer and maintain the data regarding the Plan, the participants and the stock options granted to participants for all employees in the group consisting of the Company and its Subsidiaries (the “**Company Group**”) worldwide. You authorize the Company, the Company’s Stock Plan Administrator and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer Employee Personal Data (as defined below), in electronic or other form, for the sole purpose of

implementing, administering and managing your participation in the Plan. The data administered and maintained by the Stock Plan Administrator and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan includes information that may be considered personal data, including *your name, home address, email address and telephone number, date of birth, social security or insurance number, passport number or other identification number, salary, nationality, and any Shares or directorships held in the Company, and details of the Option or any other entitlement to Shares, canceled, exercised, vested, unvested or outstanding in your favor* (“**Employee Personal Data**”). You further acknowledge that you understand that the countries to which your Employee Personal Data may be transferred may have data protection standards that are different than those in your home country and that offer a level of data protection that is less than that in your home country. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your service status and career will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to grant you the Option or other equity awards or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan.

10. Repatriation; Compliance with Law. You agree to repatriate all payments attributable to the Shares acquired under the Plan in accordance with applicable foreign exchange rules and regulations in your country of employment (and country of residence, if different). In addition, you agree to take any and all actions, and consent to any and all actions taken by the Company and any of its Subsidiaries and affiliated companies, as may be required to allow the Company and any of its Subsidiaries and affiliated companies to comply with local laws, rules and/or regulations in your country of employment (and country of residence, if different). Finally, you agree to take any and all actions as may be required to comply with your personal obligations under local laws, rules and/or regulations in your country of employment and country of residence, if different).

11. Electronic Delivery. You agree, to the fullest extent permitted by law, in lieu of receiving documents in paper format, to accept electronic delivery of any documents that the Company and its Subsidiaries or affiliated companies may deliver in connection with this grant and any other grants offered by the Company, including prospectuses, grant notifications, account statements, annual or quarterly reports, and other communications. Electronic delivery of a document may be made via the Company’s email system or by reference to a location on the Company’s intranet or website or a website of the Company’s agent administering the Plan. By accepting the Option, you also hereby consent to participate in the Plan through such system, intranet, or website, including but not limited to the use of electronic signatures or click-through electronic acceptance of terms and conditions.

12. Nontransferability. Except as specified in this Agreement, the Option and this Agreement are not transferable or assignable by you other than by will or the laws of descent and distribution or pursuant to a “qualified domestic relations order” as defined by the Code or Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended, or similar order, and will be exercisable during your lifetime only by your guardian or legal representative, or a transferee under a qualified domestic relations order or similar order.

13. Entire Agreement. This Award, the Plan, any applicable country specific addendums, and the rules and procedures adopted by the Committee, contain all of the provisions applicable to the Option and no other statements, documents or practices may modify, waive or alter such provisions unless expressly set forth in writing, signed by an authorized Officer of the Company and delivered to the Participant.

By your acceptance of the Option, you agree that the Option is granted under, governed by and subject to the terms of the Plan and this Agreement.

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933, as amended. A Prospectus describing the Plan can be found on the Fidelity www.netbenefits.com website. You may obtain a copy of the Plan Prospectus by requesting it from the Company.

The grant of the Option is not intended to be a public offering of securities in your country of employment (or country of residence, if different).