
The Conflicts Committee Charter

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The Conflicts Committee (the Committee) shall be a subcommittee of the Governance & Nominating Committee of the Board of Directors (the Board) of Baker Hughes, a GE company (the Company), and shall have the authority and membership and operate according to the procedures provided in this charter.

The Committee shall consist solely of the Company Independent Directors serving on the Governance & Nominating Committee of the Board. This charter is intended to implement the provisions of the Stockholders Agreement (the Stockholders Agreement) dated July 3, 2017 between the Company and General Electric Company (GE). Capitalized terms used in this charter but not otherwise defined have the meanings given to such terms in the Stockholders Agreement. In the event of any conflict between this charter and the Stockholders Agreement, the provisions of the Stockholders Agreement shall prevail.

The Committee shall meet as many times as it deems necessary or advisable to carry out its duties and responsibilities. The members of the Committee may designate by majority vote a member to act as chairperson at meetings of the Committee.

The Committee shall have the authority and responsibilities set forth in the Stockholders Agreement, the other Transaction Documents and as may otherwise be delegated to the Committee by the Governance & Nominating Committee or the Board from time to time. Such authority and responsibilities include but are not limited to:

1. Determination of whether any transaction between any member of the Company Group, on the one hand, and any member of the GE Group, or any director, officer, employee or associate of any member of the GE Group, on the other hand (a Related Party Transaction), must be reviewed and approved by the Committee in accordance with the Stockholders Agreement and the Related Party Transactions Policy attached as Schedule 4.5(b) thereto. Specifically, the Committee shall be responsible for the review and approval of the following transactions, in each case subject to and consistent with the terms of the Related Party Transactions Policy:
 - a. Any Related Party Transaction that (i) involves aggregate amounts above \$25 million, measured by payments (together with all substantially related payments) to or from the Company Group, or (ii) is otherwise material (with materiality defined in a manner consistent with the Company's Securities and Exchange Commission disclosure requirements) to the Company Group, taken as a whole, in any non-monetary respect.
 - b. Any material amendments or modifications to, or terminations of, any of the Transaction Documents or material waivers, consents or elections of the Company's or Baker Hughes, a GE company, LLC's rights under any of the Transaction Documents (except as otherwise set forth in Section 4.5(a) of the Stockholders Agreement).

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- c. Any amendments to or modifications or terminations of or material waivers, consents or elections under any Related Party Transactions (other than any Related Party Transactions under the Transaction Documents).
 2. Review and approval of any Transfer of shares of the Company's common stock by a member of the GE Group pursuant to Sections 4.2(a)(i) and 4.2(a)(ii) of the Stockholders Agreement.
 3. Review and approval of any acquisitions by GE or any of its Representatives or Affiliates of the Company's common stock pursuant to Section 4.2(b)(i)(B) of the Stockholders Agreement.
 4. Review and approval of any proposal by any member of the GE Group of a transaction, or series of related transactions, reasonably expected to result in the acquisition of all of the Company common stock held by Company stockholders other than the GE Group, pursuant to Section 4.2(c) of the Stockholders Agreement.
 5. Negotiation of any Dispute between the Company and GE pursuant to Section 6.2 of the Stockholders Agreement.
 6. Review and approval of any material amendment or modification of the Stockholders Agreement, or any material waiver of any or all of the Company's rights granted under the Stockholders Agreement, in each case, pursuant to Section 4.5 or Section 7.8 of the Stockholders Agreement.
 7. Enforcement of the Company's and Baker Hughes, a GE company, LLC's rights under the Stockholders Agreement and the other Transaction Documents, at the Committee's sole discretion, pursuant to Section 4.5 or Section 7.12 of the Stockholders Agreement.

The Committee shall be fully empowered to obtain assistance from employees of the Company, including its legal and financial staff, to retain independent legal, financial and other advisors, at the Company's expense, as the Committee deems reasonably necessary and to not approve any transaction or other matter submitted to the Committee for approval (and such non-approval shall be binding on the Board). The Committee shall have sole authority to approve related fees and retention terms.