



VENDOR SERVICES AGREEMENT

THIS VENDOR SERVICES AGREEMENT (this “**Agreement**”) is made on this [] day of [], 2025 (the “**Effective Date**”) by and between Pacific Northwest Hydrogen Association, a Washington non-profit corporation (“**PNWH2**”) and [] , a [] (“**Vendor**”). PNWH2 and Vendor may each be referred to herein as a “**Party**”, and collectively as the “**Parties**”.

BACKGROUND

The Parties desire for Vendor to perform certain work and/or services for PNWH2 in connection with an award, by the Department of Energy (“**DOE**”) to PNWH2 pursuant to of the DE-FOA-0002779 Bipartisan Infrastructure Law Regional Hydrogen Hub program (hereinafter, the “**DOE Award**”), pursuant and subject to the terms of this Agreement.

NOW, THEREFORE, the Parties hereto, for and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, hereby agree as follows:

1. SERVICES; POLICIES; GOVERNMENT CONTRACTS

1.1 Under this Agreement, Vendor shall perform the work and/or services set forth in individual work orders (each, a “**Work Order**”, and together, the “**Work Orders**”), which Work Orders shall be substantially in the form attached hereto as Exhibit A (collectively, the “**Services**”).

1.2 Vendor will be responsible for overall management and performance of the Services, but shall perform the Services in consultation with, and at the direction of, PNWH2. It shall be Vendor’s sole and exclusive responsibility to obtain all necessary licenses and/or permits and to comply with all laws, codes, rules and regulations in performing the Services.

1.3 Vendor will report directly to PNWH2’s Executive Director and Board of Directors, or such other individuals that the Executive Director or Board of Directors may designate in writing.

1.4 Vendor acknowledges and agrees that any individuals provided by Vendor and performing the Services shall be an employee of Vendor, and not that of PNWH2, for all purposes of this Agreement and for all applicable legal requirements. Vendor acknowledges and agrees that it will be responsible for the payment of all wages due to any of its employees or other persons performing the Services, and withholding and payment of all applicable income, social security and any other related taxes in connection therewith.

1.5 Vendor agrees to comply with all of PNWH2’s policies set forth on Exhibit B hereto and any other policies that PNWH2 may adopt or become subject to from time to time (collectively, the “**Policies**”) and shall be bound by such Policies with the same force and effect as if fully set forth herein. This Agreement and any Work Orders shall take precedence and prevail over any conflicting or inconsistent provisions set forth in the Policies.

1.6 Vendor acknowledges that PNWH2 is or may be a U.S. government contractor, and is a potential recipient of federal funding under the DOE Award. Consequently, PNWH2 may be required to include in its agreements with vendors (including this Agreement) certain government contracting provisions, certifications, and representations that may impose obligations on its contractors (and their subcontractors, if any) that are consistent with the obligations imposed on PNWH2 in its agreements with federal, state, or local governments or agreements with entities receiving funding from federal, state, or local governments (collectively with the DOE Award, “**Government Contracts**”). If Vendor performs the Services for PNWH2 under any Government Contracts, Vendor will comply with the government contracting obligations and terms set forth in the Policies and any other Federal,

state or local laws or provisions applicable to the Services. Upon notice to Vendor that PNWH2 is bound by such Government Contracts, including the any Standard Terms and Conditions, Award Specific Terms and Conditions, or any similar written requirements in connection with the DOE Award (the “**Flow-Down T&Cs**”), at PNWH2’s election, such Flow-Down T&Cs shall be automatically incorporated herein by reference (in whole or in part) as of such date notice is given. Any breach by Vendor of the terms of the Flow-Down T&Cs shall be a breach of this Agreement. Additionally, PNWH2 may require Vendor to provide certain supplemental representations and certifications as may be necessary or required in connection with the Government Contracts.

2. COMPENSATION AND PAYMENT

2.1 Rates. Services will be provided on a fixed fee basis or a time and materials basis subject to a fee cap, as specified in the applicable Work Order (the “**Compensation**”). Services provided on a time and materials basis shall be at the rates set forth in Exhibit C or as reflected in the applicable Work Order. Such rates may only be adjusted upon written modification of Exhibit C or the applicable Work Order and signed by an authorized PNWH2 representative. Any attempt to alter rates, charges and other fees in any document other than as provided for in this Agreement, or an amendment to this Agreement, signed by an authorized representative of PNWH2 shall be void and non-binding on PNWH2.

2.2 Payment Terms. Vendor shall invoice PNWH2 for all work performed hereunder after the completion of such work. All invoices shall include a reasonable description of the Services covered, the hourly time spent (billed in quarter hour increments) and supporting documentation. Vendor shall include with the invoice an itemization of any reimbursable expenses as provided for hereunder, and reasonable documentation, such as receipts, evidencing such expenses. Invoices shall be deemed received one (1) business day after proper submission in accordance with PNWH2’s payment Policies. Payments, including any partial payments of undisputed amounts, shall be remitted electronically to Vendor within thirty (30) days of PNWH2’s receipt of a proper invoice to an account designated by Vendor in accordance with PNWH2’s payment Policies. PNWH2 reserves the right to reject any invoice that is not submitted in accordance with PNWH2’s payment Policies. No term or condition of any invoice shall be binding upon PNWH2, and PNWH2 hereby objects to any terms inconsistent with or additional to the terms and conditions of this Agreement. Any invoice submitted more than ninety (90) days following delivery of the Services with respect to a particular Work Order will be rejected. The Compensation shall be Vendor’s entire and exclusive payment for all Services rendered hereunder.

2.3 Disputed Charges. If there is a good faith dispute with regard to a portion of an invoice, PNWH2 will provide Vendor with written notice detailing the dispute (a “**Dispute Notice**”) within sixty (60) days of receipt of the applicable invoice. If PNWH2 provides Vendor with a Dispute Notice, then PNWH2 will also withhold the disputed amount and will pay the undisputed portion as provided for in this Agreement. Vendor will continue to perform the Services under this Agreement pending final resolution of any dispute hereunder, unless otherwise requested by PNWH2 in writing. In no event nor for any reason shall Vendor discontinue or suspend performance under any Work Order, or any portion thereof, or perform any action that prevents, slows down, or reduces in any way such performance or PNWH2’s ability to conduct its business or business activities, unless: (a) authority to do so is granted by PNWH2 in writing or conferred by a court of competent jurisdiction; or (b) the Term (as defined below) has been terminated or expired pursuant to Section 3 hereof.

2.4 Expenses. Vendor may be entitled to reimbursement for reasonable travel and other work-related out-of-pocket expenses incurred in the performance of the Services. All such expenses must be (i) contemplated by this Agreement and any applicable Work Order, (ii) submitted and approved in accordance with PNWH2’s expense reimbursement Policies, and (iii) pre-approved in writing, in advance by an authorized representative of PNWH2. Travel will be reimbursed in accordance with the Federal Travel Regulations. Lodging, meals and incidental expenses shall not exceed the per diem rates established by the U.S. General Services Administration (“**GSA**”). Per diem rates can be found at www.gsa.gov. Charges that are over the allowed per diem rate will not be reimbursed unless Vendor provides written justification therefor in the expense report and such charges are accepted by PNWH2 in writing.

Receipts showing full payment are required for all items, excluding GSA approved per diem rates for meals and incidental expenses in excess of \$25.

2.5 Taxes. Each Party shall be responsible for any taxes, tariffs or fees based on its income or receipts and for personal property taxes on property it owns or leases, for franchise, privilege or other taxes, tariffs or fees imposed on its own business or resulting from its own business activities. For the avoidance of doubt, Vendor shall be responsible for all taxes on the Compensation. Vendor shall promptly apply any PNWH2 provided tax exemption or resale certificates or forms that have been provided to Vendor. The Parties agree to cooperate with each other on matters related to taxes, fees or surcharges arising from this Agreement. If PNWH2 is required by law to make any deduction, withholding or payment on account of any taxes in any jurisdiction in respect of any amounts payable hereunder to Vendor, PNWH2 shall make the payment net of any such deductions or withholdings as required by law. In connection with such deductions or withholdings, PNWH2 and Vendor agree to file, or provide each other with, any tax claims, forms, affidavits, declarations or other like documents which the relevant Party has reasonably requested to enable a claim to be made under any applicable double taxation convention to reduce or eliminate any deduction or withholding required by law from any payment hereunder. If applicable, upon written request, PNWH2 shall provide evidence to Vendor of any such withholding or deduction.

2.6 Set-Off. PNWH2 shall have the right to recover any and all damages suffered by it or owed to it by Vendor hereunder by all means available to it at law or in equity, including, without limitation, by setoff against any amounts owed by PNWH2 to Vendor.

3. TERM AND TERMINATION

3.1 Subject to the terms and conditions herein, this Agreement shall commence on the Effective Date and shall continue for three (3) years (the initial term and all renewal terms, if any, collectively, the “*Term*”). This Agreement shall automatically renew for successive periods of one (1) year unless prior written notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the then current Term. Notwithstanding the foregoing, this Agreement shall continue to govern any outstanding Work Orders until their expiration or termination.

3.2 Either Party may cancel or terminate a Work Order(s) or this Agreement as a whole, without liability, by giving written notice of breach or default if the other Party (a) becomes insolvent, unable to pay debts when due, or the subject of bankruptcy proceedings not terminated within thirty (30) days of any filing, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for substantially all of its property, or (b) breaches or defaults on its obligations under this Agreement and fails to cure the breach or default within ten (10) days after receipt of written notice thereof. In the event that a breach by PNWH2 relates to non-payment under a specific Work Order, Vendor’s termination rights under this Section 3.2 shall extend only to the Work Order affected by such breach.

3.3 PNWH2 may terminate this Agreement and/or any Work Order, with or without cause or for convenience, upon at least thirty (30) days’ prior written notice to Vendor. In addition to the foregoing, PNWH2 may immediately terminate this Agreement in the event PNWH2 elects to withdraw from negotiations for the DOE Award or the DOE determines not to grant Vendor the DOE Award.

3.4 In addition to the termination rights of PNWH2 set forth herein, PNWH2 shall have the termination rights set forth in the Flow-Down T&Cs. By way of example, if PNWH2 terminates the Flow-Down T&Cs with Vendor pursuant to the terms thereof, PNWH2 shall have the right to terminate this Agreement at the same time as termination of the Flow-Down T&Cs.

3.5 Provided that Vendor is not then in breach of this Agreement, PNWH2 shall pay Vendor for all Services performed and approved by PNWH2 under an applicable Work Order throughout the date of termination,

other than such items that are subject to a good faith billing dispute or dispute regarding deficiencies related to the Services. Notwithstanding the foregoing, if PNWH2 terminates this Agreement for breach by Vendor that is not cured in accordance with Section 3.2, such termination shall not prejudice any other remedies available to PNWH2 under this Agreement or applicable law.

- 3.6 Upon the expiration or termination of this Agreement for any reason, Vendor shall promptly:
- 3.6.1 deliver to PNWH2 all deliverables (whether complete or incomplete) under any Work Order;
 - 3.6.2 provide reasonable cooperation and assistance to PNWH2 in transitioning the Services to an alternate service provider;
 - 3.6.3 on a pro-rata basis, repay any fees and expenses paid in advance for any Services that have not been provided;
 - 3.6.4 return to PNWH2 (or, if so requested by PNWH2, destroy) all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on PNWH2's Confidential Information (as defined below);
 - 3.6.5 permanently erase all of PNWH2's Confidential Information from its computer systems, except for copies that are maintained as archive copies on its disaster recovery or information technology backup systems, which it shall destroy upon the normal expiration of its backup files; and
 - 3.6.6 certify in writing to PNWH2 that it has complied with the requirements of this clause.

3.7 In no event shall PNWH2 be liable for any termination costs arising from the expiration or termination of this Agreement, other than as expressly set forth herein.

3.8 Without limiting the foregoing, on termination of this Agreement for any reason, Vendor shall use commercially reasonable efforts to cooperate with PNWH2 to accomplish an orderly transfer of the operation and management of the Services to a party designated by PNWH2 and deliver to PNWH2 (and to any other party as designated by PNWH2) the following regarding the Services:

- 3.8.1 any balance or monies of PNWH2 held by Vendor, to be delivered immediately on such termination;
- 3.8.2 all original books and records, contracts, leases, licenses, drawings, plans, keys, supplies, receipts for deposits, unpaid bills, on and offsite inventory, data and all computer databases for all information related to the Services in the Vendor's possession, and other papers or documents which pertain to the Services, immediately on the termination; and
- 3.8.3 all payments, invoices, notices, or other communications or deliveries received by Vendor regarding the Services.

4. VENDOR PERSONNEL; INDEPENDENT CONTRACTORS

4.1 All of Vendor's employees, agents, independent contractors and subcontractors (collectively, "**Vendor Personnel**") shall possess the training, education, experience, license, certifications and skill reasonably

necessary to perform the Services. Vendor will comply with the requirements described in this Agreement and any Work Order in relation to the suitability of Vendor Personnel performing the Services.

4.2 This Agreement is intended to create an independent contractor relationship between the Parties for purposes of Federal, state and local law. Nothing in this Agreement will be construed or implied to create a relationship of agency, partners, affiliates, joint employers, or joint venturers. Neither Party will have the power or authority to act for the other in any manner or to create obligations or debts which would be binding on the other. Neither Party will be responsible for any obligation of the other or be responsible for any act or omission of the other. Neither Vendor, nor any Vendor Personnel, are entitled to any benefits to which PNWH2 employees may be entitled or as otherwise required by law. PNWH2 will not withhold any taxes from any amounts payable to Vendor under this Agreement and will not make any FICA or other contributions on behalf of or for the benefit of Vendor or any Vendor Personnel. Vendor shall indemnify PNWH2 for any and all claims relating to such taxes. PNWH2 will provide Vendor with a Form 1099 or other appropriate form reporting Compensation paid to Vendor under this Agreement.

5. CONFIDENTIALITY

5.1 Confidential Information. PNWH2, its agents or representatives (each, a “**Disclosing Party**”) may from time to time during the Term disclose to Vendor certain information regarding the Disclosing Party’s business, that (a) is in tangible form marked as “confidential” or “proprietary” or with a similar legend; (b) is in intangible form that is designated by the Disclosing Party as confidential at the time of disclosure; or (c) based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential (collectively, “**Confidential Information**”). Notwithstanding anything in this Agreement to the contrary, the term “Confidential Information” shall not include any information that: (i) is or becomes generally known to the public other than as a result of a disclosure in breach of this Agreement; (ii) is rightfully in the possession of Vendor prior to disclosure by the Disclosing Party; (iii) is received by Vendor in good faith and without restriction from a third party having the right to make such disclosure and not under a confidentiality obligation to the Disclosing Party; or (iv) is independently developed by Vendor without reference to the Confidential Information of the Disclosing Party, which such development is demonstrated by written or recorded documentation.

5.2 Use and Disclosure. Vendor shall, at all times, both during the Term and thereafter so long as such information continues to meet the definition of Confidential Information, keep all Confidential Information of the Disclosing Party confidential and shall not disclose, or permit any third party or entity access to the Confidential Information, or use the Confidential Information for purposes other than as contemplated under this Agreement, without prior written permission of the Disclosing Party. Subject to the foregoing and to the extent otherwise permitted under this Agreement, Vendor may disclose the Disclosing Party’s Confidential Information to third parties, provided, that, (i) such disclosure is necessary to perform obligations or exercise under this Agreement, (ii) Vendor has advised such parties of their obligation to keep Confidential Information confidential, (iii) such parties are bound by confidentiality provisions at least as restrictive as those included herein, and (iv) Vendor remains responsible for the acts and omissions of such parties. If Vendor is required by applicable law, regulation, regulatory authority, legal process (including an order of a court or governmental agency) or the rules of a recognized stock exchanges to disclose any Confidential Information received hereunder (each, a “**Required Disclosure**”), then Vendor must first provide (i) the Disclosing Party with prompt written notice of the Required Disclosure (if it is legally able to do so) in order for the Disclosing Party to, at its sole cost and expense, seek an appropriate protective order, or other remedies and/or waive compliance with the terms of this Agreement, and (ii) reasonable assistance to the Disclosing Party in opposing the Required Disclosure, seeking a protective order, or other limitations on disclosure. If, after providing such notice and assistance, Vendor remains obligated to disclose any Confidential Information, Vendor may only disclose that portion of the Confidential Information that is specifically required by the Required Disclosure. For purposes of this Agreement, (i) “**Affiliate**” means, with respect to any legally recognizable entity, any other entity that, directly or indirectly Controls, is Controlled by or is under common Control with such specified entity, and (ii) “**Control**” (including, with correlative meanings, the terms “Controlling”, “Controlled by” and “under

common Control with”) means, as to any entity, the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

5.3 Nothing in this Agreement shall prohibit Vendor from disclosing any trade secret (i) in confidence to a Federal, state, or local government official, either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

5.4 Safeguards. Vendor shall take industry standard and commercially reasonable measures to safeguard Confidential Information from unauthorized use, access, disclosure, or other processing.

5.5 Equitable Relief. The Parties acknowledge that use or disclosure of any Confidential Information of the Disclosing Party in a manner inconsistent with this Agreement may give rise to irreparable injury to the Disclosing Party or to third parties who have entrusted information to the Disclosing Party, and such disclosure may be inadequately compensable in damages. In addition to any other legal remedies that may be available at law or in equity, the Disclosing Party is entitled to seek equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information without posting a bond.

6. INDEMNIFICATION

6.6 Vendor (in such capacity, the “*Indemnifying Party*”) at its expense, agrees to defend, indemnify and hold harmless PNWH2, its parents, Affiliates, subsidiaries and each of their respective officers, directors, employees, members, managers and agents (in such capacity, collectively, the “*Indemnified Party*”), from and against any third party claim, action or investigation (including all costs, expenses, losses, and reasonable attorneys’ fees) (collectively “*Claims*”) against the Indemnified Party based on or arising out of or from: (i) the Indemnifying Party’s negligent acts or omissions in performance under this Agreement, including, without limitation, which cause personal injury or property damage; (ii) the breach or inaccuracy by the Indemnifying Party of any of its obligations, covenants, representations or warranties as set forth in this Agreement, including, without limitation, any Work Orders, (iii) the Indemnifying Party’s violation of applicable law, (iv) any claim that any person employed or contracted by the Indemnifying Party is an employee of the Indemnified Party, and not the Indemnifying Party, or that such person is entitled to any compensation or other benefits from the Indemnifying Party, and/or (v) any acts by any person employed or contracted by the Indemnifying Party outside of the scope of authority granted herein or in any Works Orders.

6.7 The Indemnifying Party’s legal liability to the Indemnified Party for any of the matters contained herein, including without limitation, the indemnification obligations set forth in this Section 6, shall not be limited by the insurance policies required hereunder or the recovery of any amount thereunder. The indemnification provided under this Section 6 shall supplement, and not supersede or replace, any protection or rights that may be afforded to the Indemnified Party under any insurance policies maintained by the Indemnified Party that provide coverage for an act that may serve as a basis for a claim of indemnification hereunder.

6.8 The Indemnified Party agrees to notify the Indemnifying Party in writing of any claim, to permit the Indemnifying Party, if requested by the Indemnified Party, to defend, compromise or settle the claim and to provide reasonably available information and assistance regarding such claim; provided, that, (i) if the Indemnifying Party fails to promptly retain defense counsel for any such claim, the Indemnified Party may, at the Indemnifying Party’s expense, retain its own defense counsel and defend against such claim; (ii) the Indemnifying Party’s choice of defense counsel shall be subject to the prior approval of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed; (iii) the Indemnifying Party shall not enter into a settlement of any such claim without the Indemnified Party’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, unless such settlement (a) is solely for monetary payment by the Indemnifying Party or a third-party, (b) contains an explicit and complete unconditional release of the Indemnified Party, and (c) does not

impose any liability or obligation on the Indemnified Party and does not materially prejudice the Indemnified Party's rights in any way.

7. LIMITATION OF LIABILITY

7.1 IN NO EVENT SHALL A PARTY BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 THE LIMITATIONS DESCRIBED IN SECTION 7.1 ABOVE SHALL NOT APPLY TO: (I) A PARTY'S VIOLATION OF APPLICABLE LAW; (II) A PARTY'S BREACH OF SECTION 5 (CONFIDENTIAL INFORMATION); (III) INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (IV) CLAIMS RELATING TO PROPERTY DAMAGE OR PERSONAL INJURY; OR (V) A PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. VENDOR REPRESENTATIONS AND WARRANTIES

8.1 Vendor represents and warrants that (i) it has the right and power to enter into and fully perform the obligations it has undertaken in this Agreement and each Work Order, (ii) it is not under any obligations, contractual or otherwise, to any other entity or person that might conflict, interfere, or be inconsistent with any of the provisions of this Agreement, and (iii) it shall comply in all material respects with all applicable laws, rules and regulations necessary for it to perform its obligations under this Agreement, including the Services.

8.2 Vendor warrants and guarantees that all Services shall be performed to PNWH2's reasonable satisfaction and, at PNWH2's request, shall re-perform at its sole cost and expense all Services unsatisfactory to PNWH2.

8.3 Vendor warrants that its Vendor Personnel will perform the Services (i) using the degree of skill, care, and judgment consistent with customarily accepted good business practices; (ii) in accordance with professional standards of the industry for performing such Services, or services of a similar kind and nature; and (iii) in accordance with all standards for performance of the Services established by PNWH2 or as are otherwise mandated by the Government Contracts. Whether the Services provided by Vendor conform with the standards set forth in this Section shall be determined solely by PNWH2 in its reasonable discretion. Vendor warrants that it will not act in a manner, which, in PNWH2's reasonable opinion, has or is likely to have a material adverse effect on PNWH2's business, operations or reputation.

8.4 Vendor represents and warrants that, in performing the Services, it has or shall obtain all necessary licenses, registrations and/or permits and it will comply with all codes, laws, rules and regulations related to the performance of the Services hereunder. Vendor warrants that, at all times during the performance of this Agreement, Vendor and all Vendor Personnel will be properly licensed or authorized by all appropriate governmental and regulatory bodies to lawfully perform the Services.

8.5 Vendor represents and warrants that it is aware of and familiar with the provisions of the improper, illegal and corrupt payment laws of the United States, and analogous laws that are applicable to such laws, including, without limitation, laws implementing the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions, as these laws may be amended or interpreted from time to time (the "**Corrupt Payment Laws**") and their purposes. Vendor further represents and warrants that, since the beginning of the contractual relations with PNWH2, it has not taken, and undertakes that it will not take, any action or make any payment in violation of, or which might cause Vendor or PNWH2 to be in violation of, the Corrupt Payment Laws. Vendor represents and warrants that it will not, directly or indirectly, in connection with this Agreement or any Work

Order, influence any act or decision of any official, agent, employee, representative, political party, party official, or candidate in their official capacity.

8.6 Vendor acknowledges additional representations and warranties may be included in the Flow-Down T&Cs.

9. INTELLECTUAL PROPERTY AND TECHNICAL RIGHTS

9.1 Vendor represents and warrants that: (i) none of the Services, deliverables or use thereof as contemplated hereunder infringes, misappropriates, violates or interferes with any intellectual property or contractual rights or other proprietary rights of any third party, including those rights under copyright, trademark, trade secret or patent law, or moral rights; (ii) all Services and deliverables shall constitute work made for hire by Vendor and/or others for PNWH2 and at PNWH2's commission, and PNWH2 shall be considered the author for purposes of copyright and exclusively owns all copyrights in the deliverables; and (iii) Vendor hereby irrevocably transfers and assigns to PNWH2 (and its successors and assigns) all of its right, title and interest in and to all deliverables, including, but not limited to, copyrights, trade secrets, patents, trademarks and other intellectual property or proprietary rights (such as any moral rights) pertaining to such deliverables held by Vendor and not already owned by PNWH2 (as a work for hire or otherwise), whether now known or hereafter to become known, in perpetuity on a worldwide basis.

9.2 Any notes, reports, speeches, presentations, graphics, books, pamphlets, inventions, designs, photographs, software, original tracings of plans, technical specifications and all other data, reports and written material developed, conceived, discovered or obtained by Vendor in connection with the performance of the Services shall be delivered to PNWH2 upon the earlier of development or discovery of such materials or completion of the Services, and shall be the sole property of PNWH2 (subject to any rights the Federal government might have pursuant to the DOE Award or any Government Contracts), and may be copied and used by PNWH2 in such manner as it may desire. PNWH2 shall have all rights to copyrights, trademarks, patents, trade secrets, know-how and all other intellectual property rights respecting such materials, and they shall be deemed works made for hire.

9.3 Vendor agrees to execute such documents and take such other actions as may be reasonably requested by PNWH2 to carry into effect the purpose and intent of this Section, including in connection with seeking patents or copyrights, both during and subsequent to the term of this Agreement.

10. INSURANCE

10.1 Insurance. Vendor shall comply with PNWH2's insurance requirements set forth in Exhibit D hereto.

11. MISCELLANEOUS

11.1 Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Washington without regard to conflict of laws principles.

11.2 Disputes; Arbitration; Venue; Waiver of Jury Trial.

11.2.1 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, or interpretation thereof, shall first, upon written request of one of the Parties to the other, be subject to negotiations by the Parties in an attempt to resolve and settle such dispute, claim or controversy. If negotiations do not result in settlement within thirty (30) calendar days upon notification by one of the Parties to the other pursuant to the foregoing sentence, the Parties shall resolve the dispute, controversy or

claim arising out of or relating to this Agreement, or the breach thereof, or interpretation thereof, by confidential and binding arbitration to be held in Seattle, Washington, administered under the Rules of Commercial Arbitration of the American Arbitration Association (“AAA”) then in effect. Arbitration proceedings shall be in English. There will be three (3) arbitrators. Each Party will select one arbitrator. The selection will be made and communicated to the other Party and to the AAA administrator in writing within thirty (30) days of the filing of the demand for arbitration with the AAA. The third arbitrator will be appointed by the first two (2) arbitrators within thirty (30) days of the appointment of the second (2nd) of the first two (2) arbitrators. In the event they fail to do so within said thirty (30) days, the AAA shall appoint the third (3rd) arbitrator. All three (3) arbitrators shall be impartial and independent and shall serve as neutral arbitrators, and shall be knowledgeable with respect to the matters to be arbitrated. If the AAA should declare the office of any arbitrator vacant, the vacancy shall be filled, unless the Parties otherwise agree, by an appointment made by the same Party who appointed the arbitrator who is being replaced. If such Party fails to do so within thirty (30) days of such vacancy being declared, the AAA shall select the replacement arbitrator on behalf of such Party.

- 11.2.2 Each Party shall bear its costs and expenses, including attorneys’ fees, incurred in connection with such arbitration, except that the fees of the arbitrators and the AAA shall be shared evenly by the Parties. The Parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrators shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity; provided, however, that nothing in this subsection shall be construed as precluding the bringing an action to seek injunctive relief for breach of any of the confidentiality obligations set forth in Section 5 hereof.
- 11.2.3 If for any reason this arbitration clause becomes not applicable or if the Parties are seeking injunctive or equitable relief as provided above, then each Party submits to the exclusive jurisdiction and venue of the Federal or state courts located in Seattle, Washington and each Party agrees not to institute any such action or proceeding in any other court in any other jurisdiction. Each Party expressly, irrevocably and unconditionally waives any objection that it may now or hereafter have to personal jurisdiction in the Federal or state courts located in Seattle, Washington, or to the laying of venue of any action or proceeding arising out of or relating to this Agreement in the courts referred to in this Section.
- 11.2.4 EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHTS SUCH PARTY MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING UNDER COMMON LAW OR ANY APPLICABLE STATUTE, LAW RULE OR REGULATION. FURTHER, EACH PARTY ACKNOWLEDGES THAT SUCH PARTY IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

11.3 Waiver. No failure or delay on the part of any Party in exercising any right hereunder, irrespective of the length of time for which such failure or delay shall continue, will operate as a waiver of, or impair, any such right. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any right hereunder will be effective unless given in a signed writing.

11.4 Further Assurances. Each Party to this Agreement will, at the request of the other Party and without charge (provided that the cost to the providing Party is reasonable under the circumstances), execute and deliver all such further instruments and documents as may be reasonably requested to further confirm, carry out and otherwise accomplish the intent and purpose of this Agreement.

11.5 Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to applicable laws so as to be valid and enforceable, or, if it cannot be so amended without materially altering the intention of the Parties, it shall be stricken, and the remainder of this Agreement shall remain in full force and effect.

11.6 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and merges all prior discussions between them. No modification or amendment to this Agreement shall be effective unless in writing signed by the Parties.

11.7 Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and shall be deemed to be properly given when (i) personally delivered to the person identified in this Section 11.7, (ii) two (2) days after a Party deposits same in first class certified U.S. mail, postage prepaid, addressed to the other Party at the address set forth in this Section 11.7, or (iii) one (1) business day after a Party deposits same for overnight delivery with a nationally recognized overnight courier service, addressed to the other Party at the address set forth in this Section 11.7, provided such notice, demand, request or communication is not returned to the sender as being undelivered.

If to Vendor:

[]

Attn.: []

If to PNWH2:

Pacific Northwest Hydrogen Association
9805 NE 116th Street, Ste. 7447
Kirkland, WA 98034
Attn.: Jaclyn Woodson
Email: jaclyn.woodson@pnwh2.com

With a copies to (which copy shall not constitute notice):

Atkins Energy Federal EPC
2801 George Washington Way
Richland, WA 99354
Attn.: Cody Reynolds
Email: cody.reynolds@atkinsrealisusn.com

And

Holland & Knight LLP
787 Seventh Avenue, 29th Floor
New York, NY 10019
Attn: Aaron Goldberg

Email: aaron.goldberg@hklaw.com

11.8 Subcontractors. Vendor shall not subcontract this Agreement to any third party without (i) the prior written agreement of the proposed subcontractor to be bound by the provisions of this Agreement, and (ii) with respect to any proposed subcontractor that would perform any component of the Services for Vendor, the prior written consent of PNWH2. Notwithstanding any such subcontract, Vendor shall not be relieved of its performance or obligations under this Agreement. Vendor shall be solely responsible for each subcontractor's full and timely performance, and the acts and omissions of each subcontractor shall be deemed and treated as the acts and omissions of Vendor itself. Vendor shall also be solely responsible for compensating any subcontractor. Upon request, Vendor shall provide to PNWH2 a list of all subcontractors, including the scope of each subcontractor's services for Vendor, the location from which each subcontractor's services are provided, and any other information reasonably requested by PNWH2.

11.9 Headings. The section headings of this Agreement are intended for reference only and do not affect the meaning or interpretation of this Agreement.

11.10 Nonexclusive Agreement. It is expressly understood and agreed that this Agreement does not grant Vendor any exclusive privileges or rights, and PNWH2 may contract with other vendors for the procurement of comparable services. PNWH2 makes no guarantee or commitment for any minimum or maximum amount of Services hereunder.

11.11 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, representatives and permitted assigns.

11.12 Counterparts. This Agreement and each Work Order hereunder may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Electronically transmitted signatures (including via facsimile or electronically scanned transmission) shall have the full force and effect of an original signature.

11.13 Survival. The provisions of this Agreement and including those in any applicable Exhibits to this Agreement that, by their sense and context, are intended to survive performance by either or both Parties shall also survive the completion, expiration, termination or cancellation of this Agreement including without limitation, Sections 5 (Confidential Information), 6 (Indemnification), and 7 (Limitation of Liability), 8 (Vendor Representations and Warranties), 9 (Intellectual Property and Technical Rights), 11.1 (Governing Law), 11.2 (Disputes; Arbitration; Venue; Waiver of Jury Trial), and 11.18 (Records and Inspection).

11.14 Force Majeure. No Party (a "**Frustrated Party**") shall be liable to another Party (a "**Non-Frustrated Party**") for any failure to perform or delay in performance of its obligations under this Agreement to the extent caused by acts outside the reasonable control of the Frustrated Party, including but not limited to: acts of God, flood, earthquake, other natural disasters, strikes, fire, explosion or accident, riots, insurrection, war, terrorist attack, epidemic, pandemic, a government-declared state of emergency and any resulting government orders restricting business activity generally (each, a "**Force Majeure Event**"). The preceding sentence only shall relieve the Frustrated Party from its obligations herein if the Frustrated Party shall have taken reasonable actions to anticipate and avoid the occurrence of the Force Majeure Event. The Frustrated Party shall promptly notify the Non-Frustrated Party of the nature and extent of the Force Majeure Event, once known, and shall promptly implement a plan to mitigate the impact of the Force Majeure Event. The Frustrated Party's relief under this Section 11.14 shall remain in place only so long as the Force Majeure Event continues unmitigated; provided, that, if a delay or suspension of performance by the Frustrated Party exceeds thirty (30) days, then the Non-Frustrated Party shall have the right to terminate this Agreement by delivering written notice of termination specifying the date of termination.

11.15 Order of Precedence. In the event of a conflict between the terms and conditions in this Agreement and any Exhibits or Work Orders hereto, the terms and conditions of this Agreement shall control, except to the extent that specific language in an Exhibit or Work Order executed by an authorized representative of each of the Parties expressly states that it supersedes particular language in this Agreement.

11.16 Assignment. Neither this Agreement, nor any of the rights and obligations hereunder, may be assigned or delegated by Vendor without the prior written consent of PNWH2. PNWH2 may freely assign this Agreement at any time. For purposes of the foregoing, a change in control or ownership (whether resulting from a merger, sale or otherwise) shall be deemed an assignment hereunder. Any assignment or delegations in violation of this Section 11.16 shall be deemed null, void and of no force or effect.

11.17 No Third-Party Beneficiaries. Except for the indemnification obligations as provided for herein, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.18 Records and Inspection. Vendor shall create and maintain at its principal business offices and preserve for a period of five (5) years following termination of this Agreement, or such longer period as may be required by law or any Government Contracts, full, complete and accurate records of its business conducted under this Agreement. Such records shall be available for inspection and copying by PNWH2 from time to time upon PNWH2's request. PNWH2 shall have the right to conduct periodic audits upon reasonable notice to Vendor of all such records related to Vendor's obligations under this Agreement, either directly or through its authorized representative.

[signature page follows]



IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

PACIFIC NORTHWEST HYDROGEN
ASSOCIATION

[]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

(Template Work Order)

WORK ORDER #__

Pacific Northwest Hydrogen Association (“**PNWH2**”) and [] (“**Vendor**”) have entered into that certain Vendor Services Agreement, dated as of [] (the “**Agreement**”), relating to the provision of Services (as defined in the Agreement) by Vendor. This Work Order (“**Work Order**”) is made and effective as of [] (“**Work Order Effective Date**”) pursuant to the terms and conditions of the Agreement. In the event of an explicit conflict or inconsistency between the Agreement and this Work Order, the Agreement will control.

Services to be performed: []

Location of performance: []

[Compensation:

Number of Vendor Personnel	Service Rate	Service Expenses	Service Start Date
		hour	

AND/OR

Compensation:

Describe Materials/Equipment	Quantity	Price	Shipping/Delivery Date]

Term: Subject to the terms and conditions of the Agreement, this Work Order shall commence on the Work Order Effective Date and shall continue until [], unless and until terminated in accordance with the terms of Section 3 of the Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Work Order to be executed by their duly authorized officers as of the Work Order Effective Date. In the case of electronic signature, each party agrees the electronic signature is the legal equivalent of a manual signature for this Work Order. Electronically transmitted or electronically executed signatures (including via facsimile or electronically scanned transmission) shall have the full force and effect of any original signature. The parties consent to the use of a third-party service for purposes of electronically signing this Work Order and agree to be bound by electronic signature.

PACIFIC NORTHWEST HYDROGEN
ASSOCIATION

[]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B

POLICIES

[list PNWH2 applicable policies]

EXHIBIT C

WORK AND RATES

[describe specific services/rates]

EXHIBIT D

PNWH2 INSURANCE REQUIREMENTS

1. Vendor shall, at its sole cost, maintain no less than the following insurance in full force and effect during the term of this Agreement:
 - a. Commercial General Liability. Independent Contractor's Liability; Completed Operations; Product Liability; Contractual Liability; Personal Injury; and Property Damage. The limits of such liability insurance shall be no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury (BI) and property damage (PD) per occurrence.
 - b. Automobile Liability. Covering all owned, hired or non-owned vehicles, including the loading or unloading thereof, with limits no less than One Million Dollars (\$1,000,000) combined single limit of liability for Automobile Bodily Injury, Personal Liability and Automobile Property Damage for each occurrence.
 - c. Worker's Compensation. Statutory benefits as required by state where work is being performed, and Employer's Liability Insurance at a limit of not less than One Million Dollars (\$1,000,000) for all damages arising from each accident or occupational disease.
 - d. Technology Errors and Omissions Liability. Covering the liability for financial loss due to error, omission, negligence of employees and machine malfunction, and including coverage for introduction of a computer virus onto, allowing unauthorized access to, denial of service, or otherwise causing damage to, a computer, computer system, network, or similar computer-related property and the data, software and programs used thereon, as well cyber liability and privacy, in an amount of at least One Million Dollars (\$1,000,000) per occurrence. Coverage will include intentional or unintentional disclosure of private personal or corporate information. Liability will also include the cost of regulatory action defense and fines/penalties, privacy breach notification, fraud monitoring, and public relations expenses, whether computer-related or not. These amounts will not be sublimited, nor will costs be limited to those mandated by statute or regulation.
 - e. Crime Insurance (also known as Employee Dishonesty insurance/ Fidelity Bond). In an amount of not less than One Million Dollars (\$1,000,000) per occurrence covering all Vendor Personnel and including coverage for cybercrime and privacy breaches and a PNWH2's property endorsement or insuring agreement specifying that employee theft coverage extends to PNWH2's property in the event of any theft of PNWH2's money or property, or money or property of other persons for which PNWH2 is responsible. Verification that PNWH2 has been included as a joint loss payee under the policy must be provided.
 - f. Umbrella Excess Liability. Coverage in an amount no less than One Million Dollars (\$1,000,000) for each occurrence.
 - g. Professional E&O Coverage. Professional errors and omissions policy with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.
2. All such insurance shall be carried with companies rated A-, VII or better by AM Best, or otherwise reasonably satisfactory to PNWH2, licensed to do business in the jurisdiction where the Services are to be performed, and such insurance policies shall name PNWH2 and its parents, Affiliates and subsidiaries and its and their officers, directors, members, managers, employees and agents as additional insured parties on a primary and noncontributory basis. All Vendor's policies of insurance required hereunder shall waive any rights of subrogation against PNWH2. Vendor shall provide for thirty (30) days prior written notice to PNWH2 of any cancellation of coverage, and Vendor shall promptly notify PNWH2 of any nonrenewal or material change that



would cause Vendor to no longer comply with the requirements of this Exhibit D. No policy required hereunder may exclude coverage for claims occurring in the United States or any other jurisdiction where Services will be provided hereunder. Vendor's insurance obligations hereunder and Vendor's insurance policy amounts or limitation shall in no way restrict or reduce any indemnification obligations contained elsewhere in this Agreement.

3. Vendor agrees that PNWH2 may, from time to time during the term of this Agreement, require that additional insurance be obtained and maintained in amounts reasonably related to the scope and the nature of the Services to be performed under this Agreement or required by any landlord, customer, Government Contract, or other party which may require PNWH2 to require insurance of its vendors.
4. Vendor shall not commence Services under this Agreement until it has obtained all insurance required hereunder and provided evidence of such coverage on an ACORD COI or equivalent. Vendor shall not allow any subcontractor to commence Services until such subcontractor has obtained all insurance required under this Exhibit D, nor shall Vendor make any other arrangement with anyone for the performance of any Services contemplated hereby which does not embody the substance of these provisions concerning insurance protection for PNWH2. Renewal certificates of insurance must be filed prior to policy expiration so that a current certificate is on file with PNWH2 at all times during the term of this Agreement.