PACIFIC NORTHWEST HYDROGEN ASSOCIATION

DATE: November 6, 2026

TO: Interested Firms

Request for Proposal – Clean Hydrogen Demand Aggregation Framework

The Pacific Northwest Hydrogen Association (PNWH2) is soliciting proposals for a contractor to develop policy framework options for clean hydrogen demand aggregation in Washington State and the Pacific Northwest as detailed in the attached Request for Proposal.

Any award issued will be a Service Agreement with the Pacific Northwest Hydrogen Association (PNWH2). It is strongly recommended that interested firms review the RFP documents thoroughly. If, after reviewing the RFP, you determine the work is within your ability and you have an interest in submitting a response, please complete and return by email the attachment, "***Acknowledgement of Request for Proposal"*** Form.

All sections and completed documents are required for the proposals to be determined responsive to this RFP. **ALL PROPOSALS MUST BE RECEIVED BY 5:00 PM PST ON Friday, December 18, 2026.**

If there are any questions pertaining to the RFP, please feel free to contact: Jaclyn.Woodson@pnwh2.com.

Attachments:

Request for Proposal

Draft PNWH2 Services Agreement

Insurance Requirements

Conflict of Interest Statement

PNWH2 NDA

PACIFIC NORTHWEST HYDROGEN ASSOCIATION

ACKNOWLEDGMENT OF RECEIPT OF RFP –

Intent to Respond

Clean Hydrogen Demand Aggregation Framework

Please complete and return this Acknowledgement Form via email to the following person(s):

Jaclyn Woodson, Jaclyn.Woodson@pnwh2.com

1. We **intend** to submit a proposal in response. ☐
2. Are you interested in a pre-proposal conference? ☐ YES ☐ NO
3. Please confirm the date the publication ready final report executive summary, policy recommendation, and briefing to leadership/stakeholders must be completed by. _____
4. Please confirm whether your organization can complete all requirements of the RFP by the final due date and for no more than the maximum costs of $400,000 including taxes, expenses, travel and incidentals.

   ☐ YES ☐ NO SIGNED: _____

Please provide the name, e-mail address, and telephone number of the individual who will serve as your firm's point of contact for this RFP and additional information as requested below.

Name of Firm:		
Point of Contact:		
Phone:	**Email:**	
Website url:		
Name:	**Title**	**LinkedIn:**

Request for Proposal

RFP Clean Hydrogen Demand Aggregation Framework	Revision No.	Quality Level N/A	Issued Date: November 2026
Issued by: Pacific Northwest Hydrogen Association (PNWH2) 2801 George Washington Way Richland, WA 99354		**PNWH2 Representative:** Name: Jaclyn Woodson Telephone Number: (360) 359-8094 Email:jaclyn.woodson@pnwh2.com	

Payment Terms: NET 30	**Estimate Service Start Date:** January 15, 2026
Due Date: **December 18 2026**	**Anticipated Contract Type:** Services Agreement

☐Yes ☐No - Offeror certifies the proposal pricing includes all applicable taxes; additional taxes will not be charged with final invoice.

Offer We offer to sell the items (or alternate items as specified) at the prices indicated, on the terms and conditions stated and the referenced General Provisions which will be a part of any resulting contract.		
Offeror shall sign and return with the submitted response		
Firm Name	Telephone Number	Fax Number
Offer Date	Email Address	
Name	Title	
Signature		

The Pacific Northwest Hydrogen Association (PNWH2) is soliciting responses for services as detailed in Attachment A.

STATEMENT/SCOPE OF WORK

The attached Statement of Work titled, “PROJECT OBJECTIVE & SCOPE OF WORK” for “Clean Hydrogen Demand Framework Aggregation” outlines the services required.

US Citizen or Valid US Green Card Holder

Seller acknowledges that only US Citizens or valid US Green Card Holders will be used in the performance of this subcontract. Use of US Green Card Holders may require additional authorization. All work must be performed in the US unless otherwise authorized.

CONTRACT CONTENTS

Each response submitted shall include a statement of acceptance for the following Service Agreement: PNWH2 Services & Consulting Agreement, apply and are attached (Attachment A).

INSURANCE

As required in the referenced Attachment B, a valid insurance certificate must be provided prior to any work performed.

PERFORMANCE SCHEDULE ASSUMPTIONS

Offerors shall use the following assumptions in preparation of responses. Offerors shall provide a detailed list of all assumptions applicable to this response.

- Assume a start date of January 15, 2027

PNWH2 PROCUREMENT REPRESENTATIVE

The PNWH2 Operation Director, Jaclyn.Woodson@pnwh2.com is the sole point of contact for any communications or questions regarding this acquisition.

ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE – ADVISORY AND ASSISTANCE SERVICES – Attachment C

A. “Organizational conflict of interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to PNWH2 or the Government, or the person's objectivity in performing the resulting contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. An offeror shall provide the statement described in Paragraph C of this provision. The requirements of this provision apply individually to any of the offeror’s proposed consultants or contractors that are to furnish advisory and assistant services under the resulting contract.

C. The statement must contain the following:

1. A statement of any past (within the past 12 months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to PNWH2, the Government, or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.
2. A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by Paragraph B of this provision.

D. Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES	
Issue Request for Proposal	November 6, 2026
Question & answer period	November 9 – 30, 2026
Potential Pre-Proposal Conference	December 1, 2026
Answers issued no later than	December 4, 2026
Responses due	December 18, 2026
Evaluate responses	December 19, 2026 through December 31, 2026
Announce “Apparent Successful Offerors” and send notification via e-mail to unsuccessful Respondents	Tentatively January 4, 2027
Hold debriefing conferences (if requested)	Tentatively January 5, 2027 through January 7, 2027
Negotiate contract	Tentatively January 7, 2027 through January 15, 2027
Earliest date contract may be signed	January 15, 2025

PACIFIC NORTHWEST HYDROGEN ASSOCIATION

REQUEST FOR PROPOSALS (RFP)

RFP TITLE: Development of Policy Framework Options for Clean Hydrogen Demand Aggregation in Washington State and the Pacific Northwest

ISSUING ORGANIZATION: Pacific Northwest Hydrogen Association (PNWH2)

DATE OF ISSUANCE: November 6, 2026

TOTAL MAXIMUM: $400,000

PROPOSAL SUBMISSION DEADLINE: December 18, 2026, 5:00 PM Pacific Time

PROJECT COMPLETION DEADLINE: May 15, 2027

1. Executive Summary & Background

The Pacific Northwest is positioned to lead the transition to a clean energy economy, with clean hydrogen serving as a critical decarbonization vector for hard-to-abate sectors. However, early-market adoption of clean hydrogen faces significant structural barriers, including fragmented off-taker demand, long-term contracting uncertainty, high initial capital expenditures, and substantial price disparities relative to incumbent fossil fuels.

To bridge these gaps, PNWH2 is issuing this Request for Proposals (RFP) to solicit competitive proposals from qualified research institutions, consulting firms, or policy experts. The selected entity will conduct a comprehensive research project to analyze, evaluate, and develop **two to three actionable policy framework options for a Clean Hydrogen Demand Aggregation Platform**.

The primary objective is to accelerate clean hydrogen market formation, lower transaction costs, reduce market risk, and encourage off-taker adoption across Washington State and the broader Pacific Northwest region.

2. Project Objectives & Scope of Work

The selected contractor will perform research, technical analysis, policy design, and stakeholder engagement to develop detailed policy framework options. The research must evaluate at least the following primary demand aggregation models, along with a potential hybrid model:

Task 1: Policy Framework Design & Model Analysis

The contractor must evaluate and construct detailed operational, legal, and financial frameworks for two to three distinct demand aggregation options:

1. **Centralized Entity Aggregation Model:**
    - Design a framework for an entity (public, non-profit, or public-private partnership) capable of aggregating clean hydrogen demand across multiple end-use sectors, including

transit/bus agencies, commercial fueling stations, heavy industrial facilities, and producers of hydrogen-derived fuels (e.g., Sustainable Aviation Fuel [SAF], e-fuels, and ammonia).
    - Detail how this entity would aggregate purchasing requests, run competitive solicitations/RFPs to suppliers, negotiate bulk purchasing agreements, and structure off-take contracts.
2. **Contract for Difference (CfD) / Price Insurance Model:**
    - Design a framework where a governmental or non-governmental organization (NGO) provides targeted financial backing/reserves to de-risk long-term off-take agreements.
    - Model a structure where, if the market price per kilogram ($/kg) of clean hydrogen exceeds an agreed-upon target strike price, the entity provides funding to bridge the price differential for qualified buyers.
    - Address funding mechanisms, risk-mitigation measures, eligibility criteria, and sunset conditions for public intervention.
3. **Hybrid or Alternative Model (Optional 3rd Option):**
    - Propose and evaluate a third market-enabling framework (e.g., a credit facility, joint procurement syndicate, or regional hub matchmaker) tailored to the unique economic and regulatory landscape of Washington State and the Pacific Northwest.

Task 2: Stakeholder Engagement & Data Gathering

- **Stakeholder Discovery Roundtables:** Design and execute a series of structured stakeholder engagement sessions (virtual and/or in-person) with key regional actors, including transit authorities, industrial end-users, hydrogen producers, regional clean hydrogen hub representatives, tribal nations, environmental groups, and state regulatory bodies. All sessions must be conducted under written antitrust compliance protocols reviewed in advance by PNWH2 and its counsel, including a counsel-approved agenda and an express prohibition on discussion among participants of prices, pricing methodology, output, customers, territories, or bidding intentions.
- **Data Collection & Market Mapping:** Collect empirical data on current and projected hydrogen demand, buyer willingness-to-pay thresholds, spatial distribution of demand, supply constraints, and infrastructure bottlenecks across the region. Competitively sensitive information, including participant-specific pricing, willingness-to-pay, volume, and cost data, must be submitted directly to the contractor, held subject to information firewalls, and reported to PNWH2 and to stakeholders only in aggregated or anonymized form that does not permit attribution to any individual participant.
- **Tribal and Community Engagement Protocols:** Conduct outreach to tribal nations, coordinate the timing, format, and content of that outreach with PNWH2 in advance, make no commitment or representation on behalf of PNWH2, and handle information received from tribal nations consistent with applicable data sovereignty expectations.

Task 3: Policy, Regulatory, and Economic Feasibility Analysis

- Assess state and federal regulatory alignment (including statutory authority in Washington State, regional hub developments, and interstate commerce considerations). With respect to the federal clean hydrogen production credit under Internal Revenue Code section 45V, the contractor must model each framework both with and without credit support, address the accelerated phase-out enacted in 2025, under which a qualified facility must begin construction

before January 1, 2028, and analyze the effect of the credit's expiration on the strike price and funding requirements under the Contract for Difference model.
- Analyze financial sustainability, administrative complexity, and governance requirements for each framework option.
- Assess economic and environmental impacts, focusing on equitable deployment and community benefits.
- Analyze antitrust and competition law risk under Section 1 of the Sherman Act and the Washington Consumer Protection Act for each framework option, and identify specific safeguards, including voluntary participation, non-exclusivity, volume limits, independent decision-making by participants, and information-exchange firewalls.

3. Project Deliverables & Timeline

The overall project performance period is from:

January 15 through May 31, 2027. All deliverables, including the final report, executive summary, policy recommendations, and leadership briefing, must be completed and delivered on or before May 15, 2027. The period from May 16 **through May 31, 2027** is reserved for PNWH2 review and acceptance, final revisions, and final invoicing.

Project Phase / Deliverable	**Description**	**Target Completion Date**
Phase 1: Project Kickoff & Work Plan	Finalized methodology, detailed stakeholder list, and data collection tools.	January 30, 2027
Phase 2: Stakeholder Roundtables	Execution of discovery meetings, synthesis of findings, and data gathering report.	March 2027
Phase 3: Interim Policy Framework Options Report	Draft analysis of the 2–3 demand aggregation models, legal considerations, and financial structures.	April 2027
Phase 4: Final Report & Presentation	Publication-ready final report, executive summary, policy recommendations, and briefing to leadership/stakeholders.	May 15, 2027

4. Notice of Intent to Respond

Organizations planning to submit a proposal must send a nonbinding Notice of Intent to Respond by five o'clock pm, (5:00pm) **Pacific Time on November 20, 2026,** to **Jaclyn.woodson@pnwh2.com** Use the subject line **"Intent to Respond – Clean Hydrogen Demand Aggregation Framework"**

Please include:

- Organization name
- Primary contact name, title, email, and phone
- Organization's website & LinkedIn profile
- Whether you anticipate submitting a proposal
- Whether you are interested in a pre-proposal conference and live Q&A. PNWH2 anticipates holding a pre-proposal conference via Microsoft Teams on December 1, 2026, at 2:00 PM Pacific Time, and will notify each organization that submits a Notice of Intent to Respond whether the conference will be held no later than November 25, 2026. Oral statements made at the pre-proposal conference are not binding on PNWH2; only the written responses circulated under Section 7 are binding.
- A statement that your organization understands that the final report, executive summary, policy recommendations, and briefing to leadership/stakeholders must be completed by May 15, 2027.

Submitting a Notice of Intent to Respond does not commit an organization to submit a proposal. The notice is for planning purposes only and will not be scored or used to evaluate proposals.

5. Proposal Requirements

Proposals must not exceed **ten (10) single-spaced pages** (excluding team resumes and the cost schedule annex). Submissions must include the following sections:

1. Executive Summary & Approach

- A succinct statement of the respondent's understanding of clean hydrogen dynamics in Washington State and the Pacific Northwest.
- Methodological approach to policy framework development, economic modeling, and comparative evaluation.

2. Stakeholder Engagement Plan

- Proposed plan for structuring discovery meetings, workshops, or roundtables.
- Strategy for identifying and engaging key industry off-takers, government agencies, and community stakeholders.

3. Team Experience & Qualifications

- Demonstration of core competencies in energy policy, hydrogen markets, financial modeling, public procurement law, and regional stakeholder facilitation.
- Key personnel bios and relevant past project references.

4. Detailed Cost Proposal & Budget

- Itemized budget breaking down labor hours, rates per labor category, task costs, stakeholder meeting expenses, and direct non-labor costs.

- Clear identification of the **total fixed price** to complete all deliverables by May 15, 2027. PNWH2 intends to award a firm fixed-price contract; a respondent proposing a not-to-exceed cost-reimbursable structure must state that expressly and explain the basis for it. The total fixed price must include all expenses, travel, incidentals, and all applicable taxes, including Washington State retail sales tax and business and occupation tax. A proposal with a total price in excess of the maximum amount of four hundred thousand dollars ($400,000) will be rejected as non-responsive.

5. Detailed Timeline & Schedule

- A project schedule (e.g., Gantt chart) mapping key tasks, interim milestones, stakeholder engagements, and deliverable review cycles.

6. Conflicts of Interest, Certifications, and Exceptions

- Disclosure of any engagement, current or within the past three (3) years, for any clean hydrogen producer, off-taker, utility, PNWH2 member organization, or state or local agency in the Pacific Northwest that could create an actual, potential, or apparent conflict of interest, together with the respondent's proposed mitigation plan. The selected contractor and its affiliates will not be eligible to own, operate, or hold a financial interest in any demand aggregation platform established on the basis of the deliverables, absent PNWH2's prior written waiver.
- Certification that the respondent and its principals are not debarred, suspended, proposed for debarment, or otherwise excluded from participation in federal or state programs, and that the proposal was prepared independently and without collusion.
- Identification of any requested exception to the contract subjects listed in Section 9, specifying the subject and the respondent's proposed alternative. A respondent that identifies no exception will be deemed to have accepted those terms.

6. Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- **Technical Approach & Methodology (30%):** Soundness, thoroughness, and practicality of the research strategy for evaluating the centralized aggregation, Contract for Difference, and any hybrid or alternative demand aggregation models, including the antitrust and regulatory analysis of each.
- **Stakeholder Engagement Strategy (15%):** Robustness and inclusiveness of data gathering, stakeholder roundtables, and regional engagement plans.
- **Team Qualifications & Regional Experience (20%):** Demonstrated expertise in clean hydrogen policy, energy economics, and public policy formulation within the Pacific Northwest.
- **Cost Proposal & Value (15%):** Clarity, reasonableness, and cost-effectiveness of the proposed budget.
- **Schedule & Feasibility (20%):** Demonstrated ability to deliver high-quality, actionable results by the strict **May 15, 2027** deadline.

7. Submission Guidelines & Contact Information

- **Format:** PDF document, standard 12-point font, 1-inch margins, max 10 pages (excluding mandatory team resumes and cost schedule annex).
- **Submission Channel:** Submit via email to **Jaclyn.woodson@pnwh2.com** with the subject line *"RFP Submission: Clean Hydrogen Demand Aggregation Framework."*
- **Questions:** Written inquiries regarding this RFP must be submitted to the email above by **November 30, 2026**. Responses to all questions will be circulated to prospective respondents by **December 4, 2026**
- **Submission Deadline: December 18, 2026 at 5:00 PM Pacific Time.**
- **Single Point of Contact:** All communications regarding this RFP must be directed to the email address above. From the date of issuance until notice of award, respondents and their representatives must not contact any PNWH2 director, officer, employee, member organization, or evaluator regarding this RFP. Violation may result in rejection of the proposal.
- **Confidential Information:** Respondents must clearly mark each specific page, section, or data element claimed to be confidential, proprietary, or trade secret, and must not apply blanket confidentiality legends to an entire proposal. PNWH2 will use reasonable efforts to protect material so marked but gives no assurance of confidentiality and may disclose proposal information to its funders, to governmental authorities, or as otherwise required by law.

8. Reservation of Rights; No Offer

This RFP is a request for proposals only. It does not constitute an offer, a commitment to contract, or a commitment of funds. No contractual relationship will arise between PNWH2 and any respondent unless and until a written agreement is executed by authorized representatives of both parties.

PNWH2 reserves the right, in its sole discretion and without liability to any respondent, to: reject any or all proposals, in whole or in part; cancel, amend, modify, suspend, or reissue this RFP at any time; extend any deadline; waive minor informalities or irregularities in any proposal; request clarifications, additional information, interviews, oral presentations, or revised or best-and-final offers from one or more respondents; negotiate with one or more respondents concurrently or sequentially; award without negotiation or further discussion; make a partial award, multiple awards, or no award; and elect not to proceed with the project. PNWH2 may also consider responsibility and past performance information from sources outside a proposal, and evaluation scores are advisory to, and not determinative of, the final selection decision.

Proposals must remain valid, open, and irrevocable for ninety (90) days following the proposal submission deadline. PNWH2 will not reimburse any cost incurred by a respondent in preparing, submitting, presenting, or revising a proposal, or in participating in the pre-proposal conference or any clarification or negotiation process, regardless of whether an award is made.

9. Contract Terms

The successful respondent will be required to execute PNWH2's form of professional services agreement, which is available. That agreement will include, without limitation, provisions addressing the following subjects:

- Ownership of deliverables and intellectual property. PNWH2 will require ownership of, or an unlimited, irrevocable, royalty-free license to use, modify, publish, and distribute, all deliverables and work product, including the publication-ready final report. Respondents must identify in their proposals any pre-existing, third-party, or open-source material that would be incorporated into a deliverable.
- Confidentiality, data security, permitted use of stakeholder data, and return or destruction of data on expiration or termination.
- Milestone-based payment tied to PNWH2's acceptance of each phase deliverable, invoicing requirements, and withholding; and deliverable review, acceptance, rejection, and cure procedures.
- Independent contractor status; designation of key personnel and PNWH2's prior written consent to any substitution; and prior written approval and disclosure of subcontractors.
- Insurance. The contractor will be required to maintain commercial general liability, professional liability (errors and omissions), workers' compensation, and automobile liability coverage in amounts customary for engagements of this type, with certificates delivered before work begins; and to provide indemnification subject to a negotiated limitation of liability.
- Termination for convenience and for cause; records retention and audit rights; and governing law and venue in Washington State.
- Restrictions on the use of project funds for lobbying or attempts to influence legislation or elections, and compliance with applicable state and federal lobbying registration and reporting requirements.

PNWH2's form of agreement is not subject to negotiation in material respects. Any exception a respondent requires to the subjects listed above must be identified in its proposal under Section 5.6. An exception first raised after award may result in withdrawal of the award.

The Apparent Successful Contractor will be expected to enter into a contract which is substantially the same as the example contract and its general terms and conditions attached as Attachment B. In no event is a Respondent to submit its own standard contract terms and conditions in response to this solicitation. The Respondent may submit proposed edits as allowed in the Certifications and Assurances section, Attachment G to this RFP. PNWH2 will review requested edits and accept or reject the same at its sole discretion.

PNWH2 may:

A. Reject any or all proposals;

B. Request clarification of minor irregularities, informalities or apparent clerical mistakes;

C. Waive minor irregularities, informalities or apparent clerical mistakes in offers received

D. Accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the proposal;

E. Award multiple contracts as a result of this solicitation;

F. Reject a proposal as non-responsive if the prices proposed are materially unbalanced between line items or sub-line items. A proposal is materially unbalanced when it is based on prices significantly less than prices for some items and prices which are significantly overstated in relation to prices for other items, and if there is a reasonable doubt that the proposal will result in the lowest overall price to PNWH2 even though it may be the lowest evaluated proposal, or if it is so unbalanced as to be tantamount to allowing an advance payment;

G. Conduct site visits to the home or field offices of offerors determined to be in the competitive range (offerors will be notified with the date and time of arrival, an outline of the duration of the visit and any assistant/information required);

H. Require oral presentations from any or all offerors, determined to be in the competitive range (offerors will be notified of the time and place for such presentation;

I. Request oral and/or written discussions;

J. Determine a competitive range, including all proposals that are judged to have a reasonable chance of being selected for award, and negotiate with all offerors within it. (In the event a competitive range is determined, it will be based solely on PNWH2's judgment, and Best and Final Offers will be requested at the conclusion of negotiations);or

K. Negotiate only with a single offeror to further reduce the price paid if, in the judgment of PNWH2 after a review of the technical and price offers, only one offeror has a reasonable chance of being selected for award.

L. Funding is fully obligated for this action. However, contract award is subject to Availability of Funds at the time of award.

ENCLOSURES

Attachment A – Services Contract

Attachment B– Insurance Requirements

Attachment C –Conflict of Interest Disclosure

Attachment D - Nondisclosure Agreement

PNWH2 SERVICES AND CONSULTING AGREEMENT

THIS SERVICES AND CONSULTING AGREEMENT (this "Agreement") is made and entered into as of Date of Final Signature, by and between Pacific Northwest Hydrogen Association, a Washington State non-profit corporation ("the Company") and Martin Suman ("Contractor"). The Company and Contractor may each be referred to herein as a "Party", and collectively as the "Parties".

WHEREAS, Contractor has certain expertise, including with respect to Exhibit A, Scope of Services, the Company wishes to engage Contractor to perform the Services (as defined below), and Contractor wishes to perform the Services for the Company, on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SERVICES, TERM, FEES

Services. The Company hereby engages Contractor to perform, and Contractor agrees to perform, the following services: (i) the initial services contained in the statement of work set forth on Exhibit A hereto; and (ii) such other services as may be requested by the Company from time to time and agreed to by Contractor (collectively, the "Services").

Term of Agreement. This Agreement shall remain in force and effect until terminated in accordance with Article III hereof (the "Term").

Fees. In consideration of the Services to be provided by Contractor under this Agreement, the Company shall pay to Contractor twice monthly on the 15th and last day of the month, as defined within Exhibit A, Scope of Services. ("Contractor's Fee"). On the 10th and 25th of each month, Contractor shall provide the Company with an invoice of the Services rendered (the "Invoice"). Contractor's Fee, as provided for in the Monthly Invoice, and unless disputed by the Company, shall be paid by the Company to Contractor as agreed upon on the 15th and last day of each month.

Taxes; No Benefits. Contractor and its affiliates and owners accept full responsibility for any and all taxes, including, but not limited to, federal, state and local taxes, foreign taxes, and unemployment, disability, Medicare and FICA withholding obligations (or the foreign equivalents thereof) that may be payable by Contractor or its affiliates and owners to any governmental unit or agency resulting from any payment, distribution or the like under this Agreement or any other agreement contemplated hereby and Contractor and its affiliates and owners agree to indemnify and hold the Company Indemnitees (as defined below) harmless from any and all liability arising from or in connection with such taxes and obligations. The Company will not provide Contractor or its affiliates and owners with any benefits, including, without limitation, any medical insurance, sick leave, vacation pay, worker's compensation and unemployment benefits, and Contractor agrees and represents that Contractor and its affiliates and owners are not entitled to receive any such benefits.

EXECUTION OF SERVICES

Execution and Progress of the Services.

Contractor will perform the Services and cooperate with the Company in scheduling and performing the Services and will apply Contractor's best efforts, consistent with industry standards, to avoid conflict or delay in or interference with the work of the Company.

Contractor will perform the Services in accordance with a normal standard of care for professionals practicing the same discipline or field of services and with good quality in accordance with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and in accordance with the Services.

Upon receiving notice from the Company, Contractor will correct any portion of the Services not meeting the standard

of care in the industry or that do not, in the sole discretion of the Company, satisfy Contractor's obligations under this Agreement.
Contractor will pay for all of Contractor's own travel, out-of-pocket expenses, materials, equipment and labor used in connection with Contractor's performance of the Services under this Agreement, unless otherwise agreed to in advance and in writing by the Company.
Contractor will present an interim assessment of progress and preliminary recommendations to the Company, and thereafter have routine project calls with the Company for assessment and alignment on goals.
In connection with the foregoing and the provision of Services by Contractor, the Company shall provide Contractor with necessary access to relevant data, resources, and personnel required for Contractor to perform the Services effectively. This includes sharing access to marketing materials, product, program, and services information, and other information reasonably deemed necessary for the Services.

Laws, Permits.
Contractor will comply with all laws, codes, and regulations of any governmental entity or agency with jurisdiction over Contractor's performance of the Services or other obligations under this Agreement.
Contractor will apply for and maintain any and all permits, registrations, and approvals required by any governmental entity or agency in connection with the Services to be performed.
Contractor will comply with federal, state, local and foreign tax laws, social security acts, unemployment compensation acts and workers' compensation acts, or any equivalent thereof, insofar as applicable to the performance of all Services outlined under this Agreement.

TERMINATION
Termination of Agreement.
Either Party may, for any or no reason, upon one (1) day's prior written notice to the other Party, terminate this Agreement for convenience. In the event of such a termination for convenience, and notwithstanding any other provision of this Agreement to the contrary, provided Contractor is not in default or breach of this Agreement, the Company will pay to Contractor, as Contractor's entire and sole compensation, the pro-rated amount of Contractor's Fee accrued and owing through and including the effective date of termination of this Agreement.
Upon receipt of written notice of termination of this Agreement hereinabove, Contractor will:
cease providing the Services; and
take all actions necessary (or that the Company may direct) for the protection and preservation of any Confidential Information (as defined below), or the return of such Confidential Information to the Company.
No termination of Contractor's Services or this Agreement will render the Company liable to Contractor for any claim for loss of profit, loss of fees or other similar losses.
Termination of Contractor's Services under this Agreement in no way affects the Company's ownership rights in or to the Services, the Work Product (as defined below), or any other deliverables produced by Contractor hereunder, as set forth in more detail in Article VI below, and upon termination of this Agreement Contractor shall promptly ensure that all such items are transferred and delivered to the Company.

RESTRICTIVE COVENANTS
Confidentiality.
During the course and scope of this Agreement, Contractor may receive from the Company Confidential Information for Contractor's use in performing the Services. As used herein, the term "Confidential Information" means oral, written, pictorial, or photographic information and materials, whether in printed, electronic or other format, which are not otherwise available to the general public relating to the Company, including, without limitation, intellectual property rights, copyrights, trademarks, trade secrets, scripts, artwork, customer bases and related information, investor information, advertising, technology, know-how, brands, brand names, products, potential products, ideas, concepts,

processes, programs, services, financial information, or other data concerning the business of the Company, regardless of whether such information is marked as "Confidential". The confidentiality obligations contained in this Section 4.1 shall last in perpetuity and shall survive any termination or expiration of this Agreement.
Contractor hereby agrees that it will not use, publish, disclose, appropriate, or communicate, directly or indirectly, any of the Confidential Information, other than the use of the Confidential Information as appropriate and approved in writing by the Company in connection with the proper performance of the Services.
These provisions will not apply to information that: is already in the public domain, other than as a result of an unauthorized disclosure by Contractor or any of Contractor's agents, employees, members, managers, directors, shareholders or affiliates; or is disclosed by Contractor in order to comply with a subpoena or order to provide information or data when such order is issued by a court, administrative agency or other regulatory authority, provided that Contractor gives the Company prompt written notice and opportunity to challenge or limit the production or request for information.

Non-Solicit.
During the Term and for a period of one (1) year commencing on the termination of this Agreement (the "Restricted Period"), Contractor shall not, and shall not permit any of its affiliates to, directly or indirectly, intentionally interfere in any material respect with the business relationships (whether formed prior to or after the date of this Agreement) between the Company and any customers, suppliers, investors or partners of the Company.
From the date hereof until the expiration of the Restricted Period, Contractor shall not, and Contractor shall not permit any of its affiliates to, directly or indirectly, hire or solicit any employee of the Company or encourage any such employee to leave such employment or hire any such employee who has left such employment.
During the Restricted Period, Contractor shall not, and Contractor shall not permit any of its affiliates to, directly or indirectly, solicit or entice, or attempt to solicit or entice, any clients or customers of the Company or potential clients or customers of the Company for purposes of diverting their business or services from the Company.

Equitable Relief.
Contractor acknowledges that a breach or threatened breach of any provisions of this Article IV would give rise to irreparable harm to the Company, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach Contractor of any such obligations, the Company shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Legitimate Interests; Scope of Restrictions.
Contractor acknowledges that the restrictions contained in this Article IV are reasonable and necessary to protect the legitimate interests of the Company and constitute a material inducement to the Company to enter into this Agreement. In the event that any covenant contained in this Article IV should ever be adjudicated to exceed the time, geographic, or other limitations permitted by applicable law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, or other limitations permitted by applicable law. The covenants contained in this Article IV and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

RELATIONSHIP OF PARTIES; INTELLECTUAL PROPERTY
Independent Contractor.

Nothing contained in this Agreement will constitute a partnership or a joint venture between the Parties. Contractor will not represent itself to be other than an independent contractor, and neither Party will become liable for any representation, act or omission of the other contrary to this provision. Contractor will have no authority to enter into agreements on behalf of the Company or otherwise legally bind the Company and will not represent itself as a representative or agent of the Company. Contractor acknowledges that it is being engaged as an independent contractor and not as an employee, partner or agent of the Company, and that the Company will assume no responsibility for withholding income tax, social security tax, or any other local or foreign tax, or any other payments, or for providing insurance of any kind, including workers' compensation insurance, all of which will be Contractor's sole and exclusive responsibility. Contractor will determine how to perform the Services, including determining whether and how to employ (at Contractor's sole expense) the services of Contractor's own employees, agents or subcontractors in providing the Services. the Company may not direct or control the performance of Services by Contractor or Contractor's employees, agents or subcontractors

Protection of Rights.
the Company will have the exclusive right in the name of Contractor, or in the joint names of Contractor and the Company, to institute and prosecute any and all actions or proceedings which the Company may deem necessary, in its sole discretion, to institute or prosecute for the purpose of establishing, maintaining, protecting or preserving the Company's rights in and to any Work Product (as defined below) and similarly to defend any action or proceeding which may be brought against the Company, its licensees or assignees, with respect to said Work Product and any other products of the Services and deliverables produced thereunder, and Contractor will cooperate with and give all assistance required by the Company in connection therewith.

Work For Hire.
Contractor acknowledges and agrees that the Company shall be the sole and exclusive owner of all right, title and interest, under copyright, trademark, patent and all other intellectual property rights, and otherwise, in and to the results, work product and proceeds of the Services and all deliverables produced thereunder or otherwise in connection with this Agreement, including, without limitation, any materials written, designed, prepared or furnished by Contractor to the Company, all materials prepared for or in connection therewith, whether or not used therein, and all elements of any of the foregoing (the "Work Product"). The Work Product and their elements may be used and exploited by the Company or its designees in perpetuity in any manner and media throughout the universe as the Company may determine in its sole discretion. Contractor agrees that such Work Product and related elements created and furnished by Contractor with respect to the Work Product shall be considered a "work-made-for-hire" as defined in the United States Copyright Act, 17 U.S.C. § 101, and that all copyright ownership and authorship rights in the results and proceeds of the Services will belong to the Company pursuant to 17 U.S.C. § 201(b). Contractor shall provide the Work Product to the Company free and clear of any and all claims, any existing or future third-party payments, residuals, liens and/or encumbrances. Accordingly, the use of the Work Product in any manner by the Company shall not result in any additional claim for compensation by Contractor.

Assignment.
If any such materials or elements shall not be deemed to be a "work-made-for-hire," Contractor hereby grants, assigns and transfers to the Company exclusively, and agrees to assign in the future (when any such inventions or intellectual property rights are first reduced to practice or fixed in a tangible medium, as applicable), irrevocably, in perpetuity and throughout the universe, all right, title and interest of every kind and nature, whether now known or hereafter devised, in and to the Work Product, including but not limited to all copyrights, patents, trademarks, service marks and any and all other intellectual property rights relating thereto, all rights to use, exploit, distribute and exhibit the Work Product in perpetuity, throughout the universe, in any and all media, whether now known or hereafter devised and all rights to make any and all changes to the Work Product including but not limited to the right to adapt, revise, delete from, add to

or rearrange the Work Product or any part thereof and, in that regard, Contractor hereby waives throughout the universe the benefit of any law, doctrine or principle known as "droit moral" or moral rights of authors or any similar law, doctrine or principle. The assignment of such rights will take effect, so far as appropriate, by way of the present assignment of any future copyright or other intellectual property rights.

Further Assurances.

Contractor undertakes to execute all such deeds and documents and to do all such things as the Company may reasonably require for the purpose of vesting, or more effectively vesting in the Company or its designees, all rights in the Work Product, and the products of the Services to which the Company is entitled under this Agreement. In the event of Contractor's failure or refusal to promptly execute any such instrument, Contractor hereby irrevocably appoints the Company as its attorney-in-fact for such purposes. Contractor acknowledges that such appointment is coupled with an interest.

REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

Representations and Warranties of Contractor. Contractor represents and warrants as follows:

Authority. Contractor has the full right, power and authority to enter into, and to perform Contractor's obligations under, this Agreement, including the Services. This Agreement has been duly and validly authorized, executed and delivered by Contractor, and this Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms, except as enforcement may be limited by applicable law or limitation on the availability of equitable remedies.

No Infringement. The contents of any Work Product created pursuant to the Agreement will not violate or infringe upon any copyright, right of privacy, trademark, patent, trade name, performing right or any literary, dramatic, musical, artistic, personal, private, civil, contract or property right or any other right of any person, firm or corporation, or contain any libelous or slanderous material.

No Conflicting Agreements. Contractor is not a party to any contract or other arrangement of any nature which will materially interfere with Contractor's full, due, complete and timely performance of this Agreement.

No Conflicting Action. Contractor will take no action that would cause the representations or warranties contained herein to be untrue in any material respect if any of such representations or warranties is made as of any date prior to Contractor's complete performance of this Agreement.

Compliance with Laws. Contractor has complied, and will comply with, all laws, rules, regulations and orders of any kind applicable to Contractor, including, without limitation, any laws, rules, regulations and orders that might be applicable to Contractor in connection with the provision of the Services hereunder.

GOVERNING LAW AND DISPUTE RESOLUTION

Governing Law and Jurisdiction. This Agreement shall be governed in all respects by the internal laws of the State of New York, as such laws are applied to agreements entered into and to be performed entirely within the State of New York between New York residents. Each Party irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in the State of New York, City of New York, Borough of Manhattan, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in New York, such personal jurisdiction shall be nonexclusive. Each Party irrevocably waives any objection, including any objection to the laying of venue or based upon the grounds of forum non-convenience, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement.

AS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

INDEMNIFICATION

Indemnification. Contractor and its affiliates and owners, to the fullest extent permitted by law, jointly and severally

agree to indemnify and hold harmless the Company and its agents, affiliates, officers, directors, shareholders, members, managers, attorneys, owners and employees (collectively, "the Company Indemnitees") from and against any and all claims, damages, losses, costs and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from: the performance by Contractor of the Services under this Agreement; or the breach of any provision of this Agreement by Contractor, or the negligent acts, errors or omissions of Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable.

NOTICES

Notices. Any statements, consents, notices, demands, requests or other communications that a Party desires or is required to give to the other Party under this Agreement will be deemed to have been given at the time of delivery if in writing and (a) delivered by hand (against a signed receipt), (b) sent by registered or certified mail (return receipt requested), (c) sent by a nationally recognized overnight courier for next business day delivery (with verification of delivery); or (d) sent by email, with confirmation of receipt.

MISCELLANEOUS

Entire Agreement. This Agreement represents the entire and integrated agreement by the Parties hereto with respect to the subject of this Agreement and supersedes all prior negotiations, representations or agreements, either written or oral, between the Parties hereto.

Waiver; Amendment. None of the provisions of this Agreement will be considered waived by either Party hereto unless such waiver is reduced to writing and signed by the Party to be charged. No such waiver will be construed as a modification of any of the provisions of the Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver. This Agreement may not be amended or modified, except in a writing signed by both Parties hereto.

Headings.

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Severability.

In case any one or more of the provisions contained herein for any reason is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

Survival.

Articles IV through X shall survive any expiration or termination of this Agreement.

Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the Party executing with the same force and effect as if such signature page were an original thereof.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

PACIFIC NORTHWEST HYDROGEN ASSOCIATION (PNWH2)

By: _____
Name: Chris Green
Title: President, PNWH2

CONTRACTOR/ORGANIZATION:

[ ]

By: _____
Name: Email:

PNWH2 INSURANCE REQUIREMENTS – ATTACHMENT B

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. 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, 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.

#245598258_v2

PACIFIC NORTHWEST HYDROGEN ASSOCIATION

ATTACHMENT C

ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE	
Client Name:	
Complete Address:	
Contract number or other reference:	Date of Contract:
Date Work Began:	Date Work was Completed:
Initial Contract Price:	Final Contract Price:
Technical Point of Contact (name, title, address, telephone no., and email address)	Contracting Point of Contact (name, title, address, telephone no., and email address)
Location of Work (country, state or providence, city)	
Description of contract work. Describe nature and scope of this work. Provide a detailed explanation demonstrating relevance of the contract to the requirement of this solicitation.	
Name(s) of subcontractor(s) used, if any, and description of the extend of work performed	

Add additional pages as needed

☐ All information contained within this document is factual and no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as required.

☐ I have reported any and all conflicts that may exist.

Signature: _____ Date: _____

Title: _____

ATTACHMENT D

PACIFIC NORTHWEST HYDROGEN ASSOCIATION

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (this "**Agreement**"), effective as of the date set forth on the signature page hereto (the "**Effective Date**"), is entered into by and between Pacific Northwest Hydrogen Association, a Washington nonprofit corporation ("**PNWH2**"), and the counterparty identified on the signature page hereto (the "**Counterparty**" and, together with PNWH2, the "**Parties,**" and each, a "**Party**").

WHEREAS, in connection with certain proposed or actual services to be provided by the Counterparty to PNWH2 in connection with a certain hydrogen project located in the Pacific Northwest region of the United States being coordinated by PNWH2 (the "**Purpose**"), the Parties anticipate that they may need to share certain Confidential Information (as defined below) with each other in connection with the Purpose, and wish to ensure the proper confidential treatment of such information, on and subject to the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set out herein, the Parties agree as follows:

1. Confidential Information. "**Confidential Information**" means all non-public, proprietary or confidential information disclosed by either Party (a "**Disclosing Party**") to the other Party (a "**Recipient**") or its affiliates, or to any of such Recipient's or its affiliates' employees, officers, directors, partners, members, managers, shareholders, agents, attorneys, accountants, or advisors (collectively, "**Representatives**"), in oral, visual, written, electronic, or other tangible or intangible form, whether disclosed before or after the Effective Date, and all notes, analyses, summaries, and other materials prepared by Recipient or any of its Representatives that contain, are based on, or otherwise reflect, to any degree, any of the foregoing ("**Notes**"); *provided, however*, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' breach of this Agreement; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) Recipient establishes by documentary evidence was in Recipient's or its Representatives' possession before receiving such information from Disclosing Party; (d) Recipient establishes by documentary evidence was or is independently developed by Recipient or its Representatives without the use of or reference to any Confidential Information, or (e) to the extent communicated to PNWH2 or its Representatives as a Recipient, (i) is in a written form and is not expressly and clearly marked "confidential", or (ii) is conveyed orally and is not subsequently expressly and clearly identified in writing as "confidential" within 15 days thereafter, or (iii) is in any form and is otherwise subject to disclosure pursuant to the Washington Public Records Act (defined below).

2. Recipient Obligations. Except as required by applicable federal, state, or local law or regulation, including Chapter 42.56 of the Revised Code of Washington (the "**Washington Public Records Act**"), Recipient shall:

(a) protect and safeguard the confidentiality of all of Disclosing Party's Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;

(b) not use Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than the Purpose, or otherwise in any manner to Disclosing Party's detriment;

(c) not disclose any such Confidential Information to any person or entity, except to Recipient's Representatives who:

(i) need to know the Confidential Information to assist Recipient, or act on its behalf, in relation to the Purpose or to exercise its rights under this Agreement;

(ii) are informed by Recipient of the confidential nature of the Confidential Information; and

(iii) are subject to confidentiality duties or obligations to Recipient substantially similar to the terms and conditions of this Agreement; and

(d) be responsible for any breach of this Agreement caused by any of its Representatives.

Notwithstanding anything herein to the contrary, to the extent the Recipient is PNWH2 or its Representatives, the Recipient understands and acknowledges that the information communicated may be subject to disclosure under the Washington Public Records Act. If PNWH2 or its Representatives receive a public records request for Confidential Information that is subject to an exemption from disclosure under the Washington Public Records Act, PNWH2 shall take commercially reasonable precautions to withhold such information from disclosure. To the extent that PNWH2 receives a public records request for Confidential Information that PNWH2 does not intend to withhold pursuant to any exemption, PNWH2 shall use commercially reasonable efforts to provide the Disclosing Party notice, if permissible by law. PNWH2 and its Representatives shall have no liability to the Disclosing Party for the release of any information provided to it to the extent PNWH2 complies with this Section 2 and it or its Representatives release such information pursuant to the Washington Public Records Act.

3. Additional Confidentiality Obligations. Except as required by applicable federal, state, or local law or regulation, including the Washington Public Records Act, or otherwise as mutually agreed in writing by the Parties, neither Party shall itself disclose, nor permit any of its Representatives to disclose to any person:

(a) that the Confidential Information has been made available to it or its Representatives, or that it has inspected any portion of the Confidential Information; or

(b) any details of any matters that are being discussed or negotiated in relation to the Confidential Information or the Purpose.

4. Required Disclosure. Except as otherwise required by law, any disclosure by Recipient or its Representatives of any of Disclosing Party's Confidential Information under applicable federal, state, or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction (a "**Legal Order**") shall be subject to the terms of this Section. Before making any such disclosure, Recipient shall provide Disclosing Party with:

(a) prompt written notice of such requirement so that Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, Recipient remains subject to a Legal Order to disclose any Confidential Information, Recipient (or its Representatives or other persons to whom such Legal Order is directed) shall disclose no more than that portion of the Confidential Information which, on the advice of Recipient's legal counsel, such Legal Order specifically requires Recipient to disclose and, on Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

5. Return or Destruction of Confidential Information. At any time during or after the term of this Agreement, at Disclosing Party's written request, Recipient and its Representatives shall promptly return to Disclosing Party all copies, whether in written, electronic, or other form or media, of Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to Disclosing Party that such Confidential Information has been destroyed. In addition, Recipient shall also destroy all copies of any Notes created by Recipient or its Representatives and certify in writing to Disclosing Party that such copies have been destroyed. Notwithstanding the foregoing, Recipient may retain copies of Confidential Information that are stored on Recipient's IT backup and disaster recovery systems until the ordinary course deletion thereof. Recipient shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information.

6. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall expire on the second anniversary of the Effective Date. Either Party may terminate this Agreement for any or no reason by providing written notice thereof to the other Party. Notwithstanding anything to the contrary herein, each Party's rights and obligations under this Agreement shall survive any expiration or termination of this Agreement for a period of two years from the date of such expiration or termination, even after the return or destruction of Confidential Information by Recipient, except that Recipient's duties with respect Confidential Information received from the Disclosing Party that remains in the possession of Recipient or its Representatives and is specifically identified as trade secret shall survive the expiration or termination of this Agreement, and shall continue for as long as the information continues to meet the definition of trade secret.

7. No Representations or Warranties. Neither Disclosing Party nor any of its Representatives make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed to Recipient hereunder. Neither Disclosing Party nor any of its Representatives shall be liable to Recipient or any of its Representatives relating to or resulting from Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.

8. No Transfer of Rights, Title, or Interest. Each Party hereby retains its entire right, title, and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest whatsoever to Recipient or any of its Representatives.

9. No Other Obligation. The Parties agree that neither Party shall be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement, except for the matters specifically agreed to herein. Either Party may at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the other Party, in connection with the Purpose or otherwise.

10. Remedies. Each Party acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement by such Party or its Representatives. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the non-breaching Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

11. Governing Law, Jurisdiction, Venue, and Special Damages Waiver. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Washington. Any legal suit, action, or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Washington in each case located in the city of Seattle and County of King, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non conveniens. Service of process, summons, notice, or other document in accordance with Section 12 hereof to such Party's address set out herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. Neither Party shall be liable to the other for any special, indirect, non-compensatory, consequential, incidental, punitive, or exemplary damages of any type, including lost or prospective profits, loss of business opportunity, or business interruptions, whether arising in contract or tort (including negligence, whether sole, joint or concurrent, or strict liability, but excluding gross negligence or willful misconduct), arising under this Agreement.

12. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date received by email (with confirmation of transmission and receipt from recipient); or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set out on the signature page of this Agreement (or to such other address that may be designated by a Party from time to time in accordance with this Section).

13. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

14. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

16. Assignment. Neither Party may assign any of its rights hereunder without the prior written consent of the other Party. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning Party of any of its obligations hereunder. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

17. Waivers. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of [___], 202.

PACIFIC NORTHWEST HYDROGEN ASSOCIATION
a Washington nonprofit corporation

By: _____
Name: Jaclyn Woodson
Title: Secretary/Operations Director

Address:
Pacific Northwest Hydrogen Association

COUNTERPARTY

By_____
Name:
Title:

Address:
Attn: Contract Manager

With a copy to: