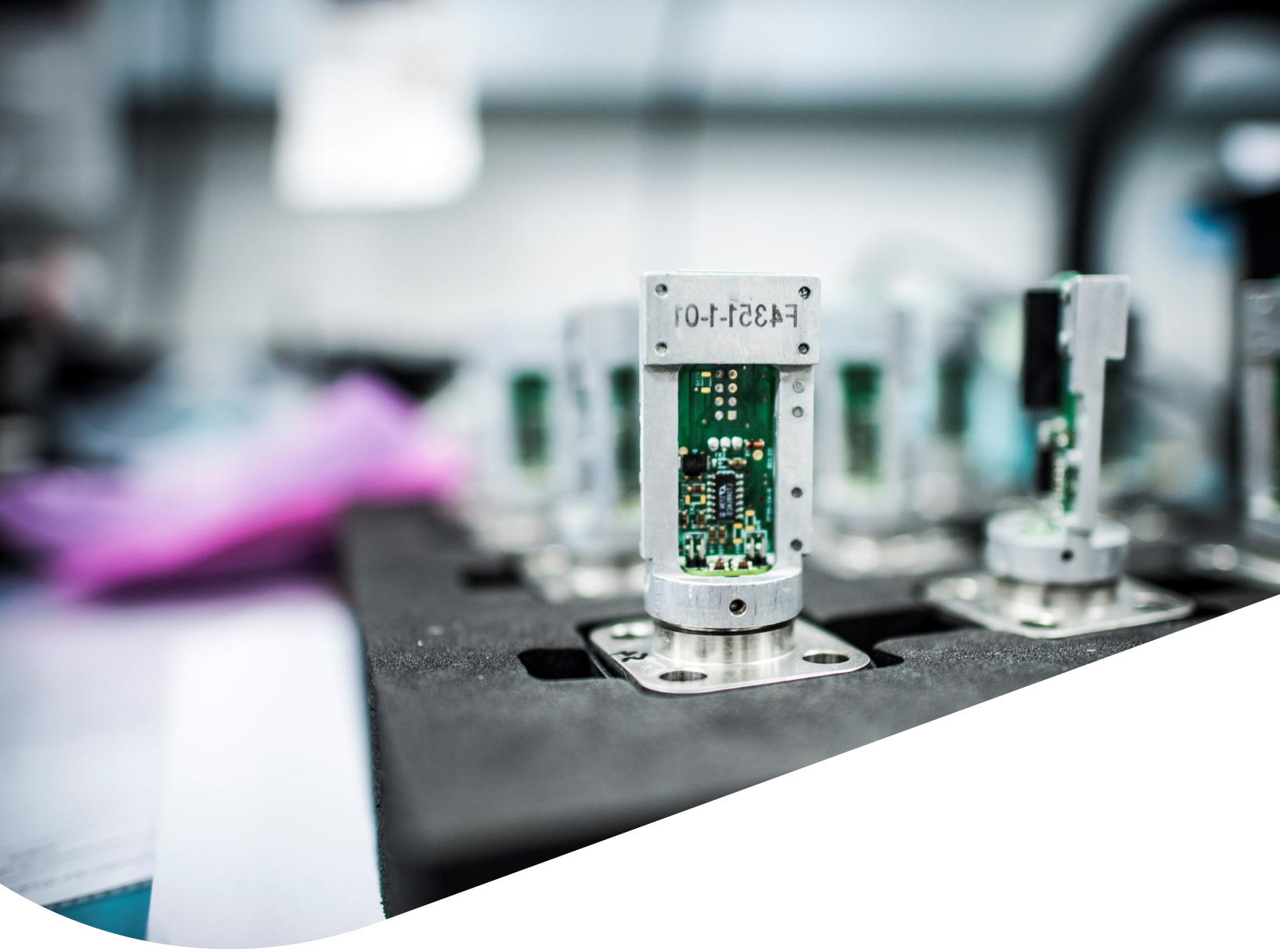


401(k) Plan

2020 Summary Plan Description

Baker Hughes

Contents

This document describes the Baker Hughes Company 401(k) Plan (the Plan). Please note that the information presented is only a summary. It replaces all previously published Plan Summary Plan Descriptions. The actual eligibility requirements, benefits, terms, conditions, limitations, and provisions that govern the Plan are contained in the official Plan document. If, in our efforts to make the Plan easy to understand, any of the Plan's provisions have been omitted or misstated, the official Plan document must remain the final authority. The legal document also governs the administration of the Plan and payment of benefits. In the case of any dispute, the information in the Plan document will prevail. To request a copy of the Plan document, write to:

Baker Hughes Holdings LLC
401(k) Plan Administrator
ATTN: Dan Webber
P.O. Box 4740
Houston, TX 77210-4740

(Please provide your name, email address, mailing address, and phone number.)

The information contained in this document is intended to meet the federal disclosure requirements for Summary Plan Descriptions of employee benefit plans. Baker Hughes Holdings LLC (the Company) intends to continue the Plan indefinitely. However, the Company reserves the right to amend, terminate, or discontinue all or any part of the Plan at any time.

This Summary Plan Description does not guarantee employment for any specified term and is not to be construed as a contract limiting the Company's right to terminate the employment relationship at any time.

If you have difficulty understanding any part of this document, contact the Baker Hughes Benefits Center at 1-866-244-3539 (toll-free within the U.S.) or 1-847-883-0945 (worldwide) between 7:00 a.m. and 9:00 p.m. Monday through Friday and Saturdays from 8:00 a.m. to 4:30 p.m. Central Time.

Si tuviera alguna dificultad para entender alguna parte de este documento, por favor comuníquese con the Baker Hughes Benefits Center en 1-866-244-3539 en los Estados Unidos o 1-847-883-0945 (resto del mundo) entre 7:00 a.m. y 9:00 p.m., tiempo central, de lunes a viernes y Sabados entre 8:00 a.m. a 4:30 p.m., tiempo central.

Retirement Savings

The Plan is a tax-qualified retirement plan designed to help you save for retirement. This summary of the Plan reflects the Plan's features. The Plan's key features include before-tax, Roth, and after-tax employee contributions, Company base contributions, Company matching contributions, a variety of investment options, and easy access to account information. Please review this summary and keep it for future reference.

More information about the Plan is available:

Online
BakerHughesBenefits.com

By phone — Baker Hughes Benefits Center representative
Call the Baker Hughes Benefits Center at 1-866-244-3539 (toll-free within the U.S.) or 1-847-883-0945 (worldwide). Representatives are available Monday through Friday from 7 a.m. to 9 p.m. and Saturdays from 8 a.m. to 4:30 p.m. Central Time.

Eligibility and Participation

You are eligible to participate in the Plan if you:

- Are employed by the Company or an affiliate that has adopted the Plan (each, a "Baker Hughes Company"). If you are covered by a collective bargaining agreement, your agreement must provide for participation;
- Are paid on a U.S. dollar payroll;
- Are 18 years of age or older; and
- Are one of the following:
  - A U.S. citizen, legal permanent resident, or a non-U.S. citizen whose employment is based in the United States on local terms and conditions or are a non-U.S. citizen working in the U.S. under these company-sponsored visas: H1-B, H-1B1 Chile, H-1B1 Singapore, or an E-3 Australia
  - A Canadian citizen on an international assignment to the U.S. and not eligible for the International Retirement Plan
  - A participant in the plan since December 31, 1998; or
  - A participant in the plan since your transfer of employment from the Western Geophysical division of Western Atlas International, Inc. between January 1, 1999, and December 31, 2000 (but only if you were a participant in the Western Atlas International, Inc. Retirement/Profit Sharing Plan on December 31, 1998)

These persons are not eligible to participate in the Plan:

- Leased employees
- Members of a collective bargaining unit whose agreement does not provide for coverage under the Plan
- Interns
- Individuals classified by the Company as independent contractors (even if they are subsequently reclassified by the Internal Revenue Service [IRS] as common law employees)

Participation in the Plan

Your participation normally begins as of your date of employment. However, if you become eligible to participate in the Plan after your date of employment, your participation will begin when you become eligible. You will receive enrollment information after you become eligible to participate. Upon your enrollment and at any time thereafter, you may make before-tax, Roth, and/or after-tax contribution rate elections and investment elections.

Automatic Enrollment

If you are a new hire and were hired on or after January 1, 2007, and are eligible to participate but do not enroll in the Plan by the date noted on the automatic enrollment notice provided to you, you will be automatically enrolled in the Plan at a contribution rate of 3% of your pay on a before-tax basis. You will receive a Company matching contribution according to the schedule discussed on page 7. You can elect at any time not to contribute 3% of your pay by electing a 0% contribution rate.

Auto Escalation

Once you are automatically enrolled in the Plan, your contribution election will automatically increase annually by 1%, maximizing at 10%. Annual automatic increases typically occur during the first quarter of each year. This feature is known as Auto Escalation. You may elect to stop the feature at any time.

Investment Elections

Amounts contributed through automatic enrollment will be invested into the Plan's default fund — a Target Date Fund based on your estimated age at retirement (65). Remember that you may change your investment election at any time. However, if you do not affirmatively communicate your Plan investment elections, you will be deemed to have affirmatively elected to invest your before-tax contribution, any related Company matching contributions, and any future Company base contributions into the default fund.

Payroll Deductions

Your payroll deductions will generally begin on the next pay period following the date you make your elections or election changes.

If you do not wish to contribute to the Plan, you should elect a 0% contribution election by the date noted on the automatic enrollment notice provided to you by the Baker Hughes Benefits Center. If you wish to contribute to the Plan and are satisfied with a 3% contribution rate, you do not have to take any action to be enrolled. You may change contribution elections, change the type of contribution, or change investment elections at any time.

Enroll Online

Go to BakerHughesBenefits.com to access your 401(k) account. First time users can follow the account registration instructions if needed.

If you forget your User ID and/or Password, click on the *Need Help* link or call the Baker Hughes Benefits Center at 1-866-244-3539 (within the U.S.) or 1-847-883-0945 (worldwide), option 2 for 401(k).

Enroll by Phone

Via phone with a Baker Hughes Benefits Center representative.

- Call the Baker Hughes Benefits Center at 1-866-244-3539 (within the U.S.) or 1-847-883-0945 (worldwide).
- At the main menu, press option 2 for 401(k). Baker Hughes Benefits Center representatives are available to help you Monday through Friday from 7:00 a.m. to 9:00 p.m. and Saturdays from 8:00 a.m. to 4:30 p.m. Central Time.

Tip! Having problems while enrolling online?

Call **1-866-244-3539, option 2** and a **Baker Hughes Benefits Center** representative will walk you through the process while you're logged in.

Naming a Beneficiary

When you become a participant, you will have the ability to name a beneficiary. A beneficiary is the person you choose to receive your Plan benefit in the event of your death. If you die before receiving your full benefit, your beneficiary may be entitled to receive a benefit, depending on your employment status at the time of your death and the payment option you selected. If you are married, your spouse is automatically considered your beneficiary, unless you choose someone else and obtain your spouse's written consent (witnessed by notary). If you are not married when you name your beneficiary and later marry, your spouse will automatically become your beneficiary unless you choose someone else and obtain your spouse's written consent (witnessed by notary).

If your marital status changes, you must inform the Baker Hughes Benefits Center. The administration of the Plan may be based on your originally established marital status until you inform them of any change.

You may designate your beneficiary online or by calling the Baker Hughes Benefits Center.

If you do not name a beneficiary, or if your beneficiary is not living at the time of your death, benefits will be paid to your spouse if you are married. If you are not married, your benefit will be paid to:

- A duly appointed and serving personal representative of your estate, or, if none, then
- Your heirs at law, determined in accordance with state laws.

Contributions

You and a Baker Hughes Company may both contribute to your account under the Plan. You may contribute part of your *eligible pay* as before-tax, Roth, and/or after-tax contributions, and the Baker Hughes Company that employs you will match a percentage of your contribution. Eligible pay includes, but is not limited to, all of your pay listed below that is paid up through the last payroll period in which termination occurs:

Your Eligible Pay

- Your regular base pay
- Overtime pay
- Shift differentials
- Commissions
- Eligible bonuses paid during the year

Important!

Eligible pay is subject to a maximum annual compensation limit set by the Internal Revenue Service ($285,000 for 2020; indexed in future years).

Before-Tax Contributions

You may contribute from 1% to 50% of your eligible pay (in whole percentages) on a before-tax basis, up to the annual limit allowed by the Internal Revenue Code, which is $19,500 for 2020. (After 2020, it will be indexed with inflation.) You are not allowed to contribute on a before-tax basis once you have earned $285,000 (2020 IRS limit) in compensation. Your before-tax contributions are deducted from your pay before federal income tax and most state or local income taxes are computed. Before-tax contributions reduce your taxable income for federal income tax purposes as reported on your W-2 form. Distributions of before-tax contributions will be subject to Federal income tax.

If you reach the $19,500 in 2020 before-tax limit, you may adjust your contributions to after-tax to continue receiving Company matching contributions.

At the beginning of the next calendar year, you should review your savings choices again and make any adjustments you want based on the Internal Revenue Code limits.

Your eligible pay also includes eligible pay amounts that would have been paid to you but for your deferral election under the Plan or the Section 125 Cafeteria Plan.

Your eligible pay will not include any amount not expressly listed in the Plan document as eligible pay. In general, your eligible pay will not include (a) amounts paid by a Baker Hughes Company for any reason other than services actually rendered by you for Baker Hughes (i.e., pay that is not related to any time actually worked), (b) cash and noncash fringe benefits, (c) reimbursements and other expense allowances, (d) deferred compensation, (e) moving expenses, (f) welfare benefits, and (g) severance pay.

The Baker Hughes Company also makes base contributions for all of its eligible participants. Your before-tax contributions, any Baker Hughes Company contributions, and earnings on your account balance all remain tax-deferred until you receive a distribution from the Plan. Roth contributions and earnings on your Roth contributions will grow tax free and will generally not be subject to federal income tax when you take a distribution of such amounts if certain requirements (generally described in the "Roth Contributions" section on page 5) are satisfied. The following sections describe the different kinds of contributions.

Important!

Some eligible bonuses paid during the year are considered Plan-eligible pay. Please keep this in mind when electing to participate in the Plan. You may need to periodically adjust your Plan contribution rates to maintain your personal savings goals.

Roth Contributions

You may contribute from 1% to 50% of your eligible pay (in whole percentages) as Roth contributions. The combination of your before-tax contributions and Roth contributions cannot exceed $19,500 in 2020 (which is indexed with inflation). In addition, the combination of your before-tax, Roth, and after-tax contributions cannot exceed 50% of your eligible pay. You are not allowed to make Roth contributions once you have earned $285,000 (2020 IRS limit) in compensation for the year.

Roth contributions are deposited in your account after any applicable taxes have been deducted from your paycheck. This means you will not receive any current tax advantage at the time of the contribution. However, under current tax laws, neither your Roth contributions nor the income on those contributions will be subject to federal income tax when you receive them if the distribution of your Roth contributions (including earnings thereon) is made:

1. On or after the later of the date you attain age 59½, die or become disabled; AND
2. After the completion of the five-taxable-year period beginning on the earlier of (a) the first day of the first taxable year in which you first made a Roth contribution to the Plan or (b) if you made a rollover contribution to the Plan from a designated Roth account previously established for you under another retirement plan, the first taxable year for which you made a Roth contribution to such plan (a "Qualified Roth Distribution").

If you take a distribution of Roth contributions that is not a Qualified Roth Distribution, the earnings on your distribution will be subject to federal income tax, but your Roth contributions will not be subject to federal income tax.

Catch-Up Contributions

Baker Hughes Companies offer "catch-up contributions" in the Plan. Catch-up contributions are additional before-tax or Roth deferrals that can be made in a calendar year by participants who are or will be age 50 or older by the end of that calendar year. If eligible, you may contribute up to an additional $6,500 in 2020. Each year, the new maximum amounts will be announced by the IRS.

Catch-up contributions are intended to allow those participants closer to retirement to accelerate their savings for retirement.

Your catch-up contributions may be made as before-tax or Roth contributions.

If you reach age 50 during 2020, you are eligible to make catch-up contributions in your Plan account. If you have elected to contribute catch-up contributions into the Plan, contributions will be deducted at the same time as all other Plan contributions. This means if you elected to contribute 10% on a before-tax basis into the Plan and an additional 10% of catch-up contributions, a total of 20% will be deducted from your paycheck. The Company does not provide matching contributions on any catch-up contributions that you choose to make.

After-Tax Contributions

You may contribute from 1% to 50% of your eligible pay (in whole percentages) on an after-tax basis. However, the combination of your before-tax, Roth, and after-tax contributions cannot exceed 50% of your eligible pay. You are not allowed to contribute on an after-tax basis once you have earned $285,000 (2020 IRS limit) in compensation.

Example

The following example is intended to show how distributions of before-tax contribution accounts and Roth contribution accounts are taxed under current tax laws.

Assumptions:

- 25% federal income tax rate
- Employee begins making contributions at age 35
- Employee contributes $10,000 per year
- Employee retires at age 65
- The annual rate of return is 7%
- Employee takes Qualified Roth Distributions

	Assuming 100% of Contributions are Before-Tax Contributions	Assuming 100% of Contributions are Roth Contributions
Total Amount of Employee's Distributions from the Plan	$1,023,700	$1,023,700
Total Amount of Distributions Attributable to Contributions	$300,000	$300,000
Total Amount of Distributions Attributable to Earnings	$723,700	$723,700
Total Amount of Federal Income Tax on Distributions	$255,925	$0
Total Amount of Distributions After Federal Income Tax	$767,775	$1,023,700

Distributions may be subject to state and local taxes. Distributions of Roth contributions (and earnings thereon) are currently not subject to state and local taxes in many states and localities.

Note: Roth contributions are subject to federal income taxation at the time they are made (like after-tax contributions). Before-tax contributions are not subject to federal income taxation at the time they are made. In the year of contribution, before-tax contributions enjoy favorable federal income tax treatment, but at the time of distribution, under current tax laws, Roth contributions may enjoy favorable federal income tax treatment—**the earnings growth on Roth contributions may evade federal income taxation.**

After you are age 70 1/2 you will be required to take certain minimum distributions (RMD) from the Plan. Contributing on a Roth basis may help you manage your RMD taxes since these contributions are generally not subject to RMD until after death.

Changing Your Contribution Amounts

You may change the amount you contribute at any time by accessing your **account online** or by calling the Baker Hughes Benefits Center.

Company Matching Contributions

Each pay period the Company or other Baker Hughes Company makes a matching contribution based on your before-tax, Roth, and after-tax contributions, as shown here:

If You Save This Much...	Company Matching Contributions
1.0%	1.0%
2.0%	2.0%
3.0%	3.0%
4.0%	4.0%
5.0% – 50%*	5.0%

*The matching contribution applies only to the first 5 percent you save.

How To Maximize Your Match

If you are going to reach the contribution limit, here is something you might want to try at the beginning of each year: Divide the Internal Revenue Code limit by your eligible pay. Make that amount your before-tax savings percentage. If you want to save more, you can make after-tax contributions.

For example: Pat, whose eligible pay for 2020 is $84,000, wants to save 25%. The Internal Revenue Code limit on before-tax contributions is $19,500 — so Pat decides to save 23% of pay on a before-tax basis and 2% of pay on an after-tax basis.

Before-Tax: $19,500 divided by $84,000 = .232 or 23%. This way, Pat maximizes his before-tax contributions and receives full Company match all through the year.

Company Base Contributions

Each pay period the Company or other Baker Hughes Company automatically contributes a base contribution amount equal to 4% of your eligible pay. You don't have to contribute your own money to receive these contributions.

Examples

The following examples are intended to show how your contributions to the Plan, and when you begin saving, affect your account balance at retirement.

Example 1

Assumptions:

- Employee begins making contributions at age 25
- Employee earns $60,000 in annual compensation
- Employee makes either a 10% contribution or a 15% contribution
- Employee receives an annual 5% matching contribution
- Employee receives an annual 4% base contribution
- The annual rate of return is 7%
- Employee retires at age 65

	Assuming 10% Deferral	Assuming 15% Deferral
Account Balance Attributable to Employee Contributions	$1,321,939	$1,982,908
Account Balance Attributable to Employer Contributions	$1,189,745	$1,189,745
Total Account Balance at Retirement	$2,511,684	$3,172,653

Example 2

Assumptions:

- Employee begins making contributions at age 45
- Employee earns $60,000 in annual compensation
- Employee makes either a 10% contribution or a 15% contribution
- Employee receives an annual 5% matching contribution
- Employee receives an annual 4% base contribution
- The annual rate of return is 7%
- Employee retires at age 65

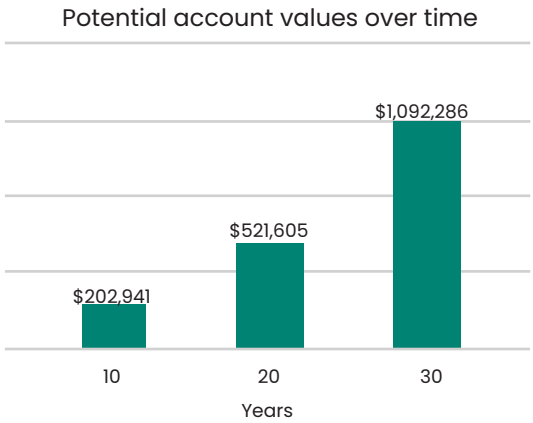
	Assuming 10% Deferral	Assuming 15% Deferral
Account Balance Attributable to Employee Contributions	$261,928	$392,893
Account Balance Attributable to Employer Contributions	$235,736	$235,736
Total Account Balance at Retirement	$497,664	$628,629

Example 3

The following example demonstrates the time value of money and shows how starting to invest early can affect your retirement account.

Assumptions:

- Initial account balance of $25,000
- Contributions of $1,000 per month
- The annual rate of return is 6%



Limitations on Contributions

You may not contribute more than the legal limits, that are set and adjusted periodically by the IRS. Some of the limits apply to all qualified plans you participate in during any year. Thus, if you are a new employee when you make your before-tax or Roth elections to the Plan, carefully consider your before-tax and Roth contributions, if any, to your prior employer's plan during the same year to ensure you do not exceed the Internal Revenue Code limits. You will face potential adverse tax consequences for contributions in excess of the Internal Revenue Code limits.

In addition, the IRS requires the Company to test the Plan contributions for other government-required limits.

Here is a summary of the limitations as of January 1, 2020 (limits typically change annually):

- Your before-tax and Roth contributions combined during 2020 cannot be more than $19,500.
- Your before-tax and Roth catch-up contributions combined during 2020 (if you qualify) cannot be more than $6,500.
- In the 2020 calendar year, your contributions plus the Baker Hughes Company's contributions cannot exceed $57,000 (or 100% of your compensation, if less).
- Federal law further limits the amount that may be contributed (and the amount the Baker Hughes Company can match) to the Plan accounts of highly compensated employees. You are considered highly compensated for 2020 if your gross wages in 2019 exceed $130,000. If you are highly compensated:
  - The Company may at any time reduce your deferral percentage in order to maintain the tax-qualified status of the Plan and to comply with Internal Revenue Code limitations on deferral percentages of highly compensated employees.
  - IRS rules may require certain amounts deferred from salary to be distributed to you and Company matching contributions on these amounts to be forfeited.
- For the 2020 calendar year, only your eligible pay (as defined on page 4) up to $285,000 can be considered for determining employee and employer contributions under the Plan.

If You Become Disabled

If you become disabled, a Baker Hughes Company will continue to make base contributions to your Plan account for up to six months, as long as you are eligible for Short-Term Disability benefits under the Baker Hughes Company's disability plan at least one day of each pay period. However, if your employment with the Baker Hughes Company ends during this time, Baker Hughes Company contributions to your account will stop.

Rollover Contributions

If you participated in a prior employer's 401(a) qualified plan, you may be able to roll over the taxable portion of your cash distribution from that plan into the Plan. A rollover allows you to continue deferring taxes on that money and, at the same time, share in the investment opportunities of the Plan. The IRS has specific rules and time limits pertaining to rollover contributions. You may obtain information and help by accessing your **account online** or by calling the Baker Hughes Benefits Center.

You may also roll over to the Plan your distributions from:

- 403(b) plans
- Governmental 457 plans
- Certain IRAs
- The 401(a) qualified plan of your former spouse, if you are a surviving beneficiary under the plan or a court awarded you benefits under the plan

In addition, you may roll over into the Plan your Roth and/or after-tax contributions and their associated earnings from a prior employer's qualified plan.

Rollover contributions are subject to the Plan's in-service withdrawal rules. See *Withdrawals During Employment* on page 19 for more details to help you decide whether or not to roll over money into the Plan. You may also want to consult a financial advisor when making this decision.

Contribution Refunds

If you inadvertently contribute to the Plan more than the annual limit ($19,500 for 2020) on before-tax or Roth contributions, the excess before-tax or Roth contributions and any associated earnings may be returned to you.

The annual limit on before-tax and Roth contributions applies to the total of your before-tax and Roth contributions to any 401(k), 403(b), and 408(p) plans. It is your responsibility to notify the Company if you inadvertently contribute more than the annual limit on before-tax and Roth contributions to the Plan and plans that are not sponsored by the Company.

If the total contributions in a calendar year made by you and by the Company and other Baker Hughes Companies exceed the Internal Revenue Code Section 415 limit (which is $57,000 for 2020, and subject to indexing in future years), your before-tax contributions may be refunded to you.

If additional amounts must be refunded to stay within the limits, contributions made by the Baker Hughes Company will be forfeited.

Vesting

100% Vested

The term *vested* means that you have a non-forfeitable right to the value of your Plan account. You are always 100% vested in your own contributions, the Baker Hughes Company's matching contributions, and any related earnings.

Except as specified otherwise in the Plan, you become 100% vested in Baker Hughes Company base contributions and earnings on those amounts when you:

- Complete three years of vesting service
- Reach age 65 while still actively working at a Baker Hughes Company or certain affiliates
- Become totally disabled while actively working at a Baker Hughes Company that has adopted the Plan or certain affiliates; or
- Die while actively working at a Baker Hughes Company

Vesting Service

Your vesting service is determined by adding together all of your periods of service. In general, a *period of service* begins with your first day of work for a Baker Hughes Company or an affiliate and ends when you terminate employment. For example, if you started work on February 1, 2003, and leave the Company and all affiliates on February 1, 2009, you will have earned six years of vesting service.

You may have more than one period of service. This generally occurs when you work for a Baker Hughes Company, leave, and later return. If you return to work within 12 months of your termination, the interim period of time you were not employed counts as part of your period of service. And, if you are on certain types of approved leaves of absence, such as a leave due to the birth or adoption of a child, you may receive enough credit for the time you are away to keep you from having a break in service.

If you terminate employment when you are less than 100% vested and you are gone between 1 to 5 years, you begin another period of service starting with your re-employment date. All periods of service are added together to determine your vested percentage for future benefits. If you are re-employed, the periods of service are added for vesting purposes.

If you terminate employment when you are less than 100% vested, and you are gone for five or more years, you begin another period of service starting with your re-employment date. Although the two periods of service are added together to determine your vested percentage for future benefits, you cannot earn additional vesting service on amounts that were in the Plan before your re-employment date.

Your Investment Choices

The Investment Committee established by the Board of Directors of Baker Hughes Company has chosen institutional funds as the investment vehicles for the Plan. Institutional funds provide the Investment Committee the flexibility to select fund managers and establish investment objectives specifically for the Plan.

You decide how to invest your contributions and the Baker Hughes Company's contributions in one or more of the Plan's investment funds. Select a Target Date Fund or a mix of seven Core Funds.

When creating your own investment portfolio consider:

- Your retirement goals and income needs;
- The number of years until you retire;
- Your risk tolerance; and
- Diversifying your portfolio.

As you develop your investment strategy and choose your funds, consider all of your investments, not just those in the Plan. And remember, investing isn't something you do just once and then forget. Periodically, you need to review your choices to make sure they are still meeting your retirement goals. Keep in mind that you should consider changing your strategy as your needs change.

You can obtain current fund information and fund performance by accessing your **account online** or by calling the Baker Hughes Benefits Center (the performance of institutional funds is not listed in newspapers). Be sure to review the fund information before making your selections, because you are responsible for and bear the risk under the Plan for investing your account. Note that the available funds under the Plan may change from time to time. You will be notified of any change.

Each of the funds is designed with a specific investment objective in mind. You should become familiar with each fund's investment goals and level of risk before making your investment decision.

Why You Can't Find The Institutional Funds in the Newspaper

As noted above, the Company has chosen institutional funds as the investment vehicles for the Plan. Unlike a mutual fund, which is publicly available and pools the funds of several plan sponsors and/or investors, an institutional fund is maintained for the use of a single plan sponsor or investor.

Why Does the Plan Use Institutional Funds?

Institutional funds provide the Company the flexibility to select fund managers and establish investment objectives specifically for Baker Hughes Company employees. Institutional funds offer many advantages over retail mutual funds, including:

1. **Lower fees for participants.** Fund managers are paid a percentage of the assets that they manage. Due to the size of retirement plan assets, the Investment Committee is able to negotiate fund managers' fees below many retail mutual funds. Lower fees mean that the expense ratio is lowered and your investment returns could be higher than returns via retail funds.
2. **No fees for marketing or advertising.** Retail mutual funds may charge distribution fees, known as 12b-1 fees, which pay for the marketing and advertising of the fund. Institutional funds do not charge these types of fees.
3. **Fund managers must invest according to the guidelines set by the Investment Committee.** The Investment Committee has no say in how a mutual fund is managed.

An expense ratio is the percentage of the fund that is used to pay for operating expenses.

You Have Two Ways to Invest in the Plan

Select a Target Date Fund based on your estimated retirement age

A Target Date Funds may be the right choice if you...

- Want to simplify investing
- Prefer funds specifically designed to provide an investment option with an asset allocation that is appropriate for your expected retirement date
- Recognize the importance of diversification, but are unsure how to allocate your retirement savings

Changing Your Investments

You can change how your contributions are invested at any time by accessing your **account online** or by calling the Baker Hughes Benefits Center. The system will confirm your choices and tell you when they will take effect.

1 Target Date Funds

Target Date Funds are pre-mixed, diversified funds that provide a quick and easy method for diversifying your investments with a single selection. A Target Date Fund may be the right choice for you if you want a simplified investment strategy, because each fund allows you to make a single choice based on your estimated retirement age. While you may choose one or more Target Date Funds and any combination of Core Funds, Target Date Funds are already diversified so there is generally no need to invest in additional Target Date or Core Funds.

Each Target Date Fund is constructed from Core Fund options and other investments. The percentage of each Core Fund option and other investments that makes up each Target Date Fund is illustrated here. Style Funds are monitored by the Investment Committee and rebalanced periodically to maintain appropriate asset allocations.

See the below chart for the current asset allocation for each Target Date Fund.

Investment Fund Lineup

Target Date Fund	Objective and Strategy
Retirement Income Target Date Fund	The Fund seeks to provide growth of capital and current income consistent with its current asset allocation. The Fund should achieve a return equal to or greater than a blended benchmark consisting of 15% S&P 500 Index, 3% Russell 2000 Index, 12% MSCI All Country World ex-U.S. Investable Market Index, 45.6% Barclays Capital U.S. Aggregate Index, 11.4% Barclays Capital Global Aggregate ex-U.S. Index, 13% FTSE 3-Month T-Bills, net of fees.
2020 Target Date Fund	The Fund seeks to provide growth of capital and current income consistent with its current asset allocation. The Fund should achieve a return equal to or greater than a blended benchmark consisting of 19% S&P 500 Index, 3% Russell 2000 Index, 16% MSCI All Country World ex-U.S. Investable Market Index, 41.6% Barclays Capital U.S. Aggregate Index, 10.4% Barclays Capital Global Aggregate ex-U.S. Index, 10% FTSE 3-Month T-Bills, net of fees.
2025 Target Date Fund	The Fund seeks to provide growth of capital and current income consistent with its current asset allocation. The Fund should achieve a return equal to or greater than a blended benchmark consisting of 22.5% S&P 500 Index, 4% Russell 2000 Index, 17.5% MSCI All Country World ex-U.S. Investable Market Index, 38.4% Barclays Capital U.S. Aggregate Index, 9.6% Barclays Capital Global Aggregate ex-U.S. Index, 8% FTSE 3-Month T-Bills, net of fees.

Investment Fund Lineup (continued)

Target Date Fund	Objective and Strategy
2030 Target Date Fund	The Fund seeks to provide growth of capital and current income consistent with its current asset allocation. The Fund should achieve a return equal to or greater than a blended benchmark consisting of 27% S&P 500 Index, 4.5% Russell 2000 Index, 20.5% MSCI All Country World ex-U.S. Investable Market Index, 34.4% Barclays Capital U.S. Aggregate Index, 8.6% Barclays Capital Global Aggregate ex-U.S. Index, 5% FTSE 3-Month T-Bills, net of fees.
2035 Target Date Fund	The Fund seeks to provide growth of capital and current income consistent with its current asset allocation. The Fund should achieve a return equal to or greater than a blended benchmark consisting of 31% S&P 500 Index, 5% Russell 2000 Index, 24% MSCI All Country World ex-U.S. Investable Market Index, 32% Barclays Capital U.S. Aggregate Index, 8% Barclays Capital Global Aggregate ex-U.S. Index, net of fees.
2040 Target Date Fund	The Fund seeks to provide growth of capital and current income consistent with its current asset allocation. The Fund should achieve a return equal to or greater than a blended benchmark consisting of 35% S&P 500 Index, 6% Russell 2000 Index, 27% MSCI All Country World ex-U.S. Investable Market Index, 25.6% Barclays Capital U.S. Aggregate Index, 6.4% Barclays Capital Global Aggregate ex-U.S. Index, net of fees.
2045 Target Date Fund	The Fund seeks to provide growth of capital and current income consistent with its current asset allocation. The Fund should achieve a return equal to or greater than a blended benchmark consisting of 38% S&P 500 Index, 7% Russell 2000 Index, 29% MSCI All Country World ex-U.S. Investable Market Index, 20.8% Barclays Capital U.S. Aggregate Index, 5.2% Barclays Capital Global Aggregate ex-U.S. Index, net of fees.
2050 Target Date Fund	The Fund seeks to provide growth of capital and current income consistent with its current asset allocation. The Fund should achieve a return equal to or greater than a blended benchmark consisting of 39% S&P 500 Index, 7% Russell 2000 Index, 30% MSCI All Country World ex-U.S. Investable Market Index, 19.2% Barclays Capital U.S. Aggregate Index, 4.8% Barclays Capital Global Aggregate ex-U.S. Index, net of fees.
2055 Target Date Fund	The Fund seeks to provide growth of capital and current income consistent with its current asset allocation. The Fund should achieve a return equal to or greater than a blended benchmark consisting of 40% S&P 500 Index, 7% Russell 2000 Index, 31% MSCI All Country World ex-U.S. Investable Market Index, 17.6% Barclays Capital U.S. Aggregate Index, 4.4% Barclays Capital Global Aggregate ex-U.S. Index, net of fees.
2060 Target Date Fund	The Fund seeks to provide growth of capital and current income consistent with its current asset allocation. The Fund should achieve a return equal to or greater than a blended benchmark consisting of 40% S&P 500 Index, 7% Russell 2000 Index, 32% MSCI All Country World ex-U.S. Investable Market Index, 16.8% Barclays Capital U.S. Aggregate Index, 4.2% Barclays Capital Global Aggregate ex-U.S. Index, net of fees.
2065 Target Date Fund	The Fund seeks to provide growth of capital and current income consistent with its current asset allocation. The Fund should achieve a return equal to or greater than a blended benchmark consisting of 41% S&P 500 Index, 7% Russell 2000 Index, 32% MSCI All Country World ex-U.S. Investable Market Index, 16% Barclays Capital U.S. Aggregate Index, 4% Barclays Capital Global Aggregate ex-U.S. Index, net of fees.

2 Core Funds

If you want more involvement in choosing and managing your investment mix, the Plan offers seven Core Funds from which you can choose to build your own portfolio. In choosing your own portfolio from the Core Funds, you should consider your retirement financial goals, risk tolerance, and time horizon.

Core Fund	Objective & Strategy
Stable Value	The primary objective of the Fund is to achieve a stable rate of return which preserves the principal amount of the Fund and allows for consistent growth through the accumulation and reinvestment of interest income. The Fund should achieve a return equal to or greater than the 5 Year Rolling Constant Maturity Treasury, net of fees at an appropriate level of credit risk.
U.S. Bond Index Fund	The primary objective of the Fund is to provide portfolio diversification and achieve growth of income. The Fund should provide investment results that approximate the overall performance of the Bloomberg Barclays U.S. Aggregate Bond Index.
Bond Fund	The primary objective of the Fund is to provide portfolio diversification and achieve growth of income. The Fund should achieve a return equal to or greater than a blended benchmark consisting of 80% Barclays Capital U.S. Aggregate Index./20% Barclays Capital Global Aggregate ex-U.S. Index, net of fees.
S&P 500 Index Fund	The primary objective of the Fund is growth of capital. The Fund should provide investment results that approximate the risk and return characterized by the Standard & Poor's 500 Index.
U.S. Equity Fund	The Fund seeks to achieve growth of capital. The Fund should achieve a return equal to or greater than the Russell 3000 Index, net of fees.
International Equity Index Fund	The primary objective of the Fund is growth of capital. The Fund should provide investment results that approximate the risk and return characterized by the MSCI Europe, Australasia, and Far East ("EAFE") Index.
International Equity Fund	The primary objective of the Fund is growth of capital. The Fund should achieve a return equal to or greater than the MSCI All Country World ex-U.S. Investable Market Index ("MSCI ACWI-ex-U.S. IMI"), net of fees.

The International Equity Fund and International Equity Index Fund charges a 2% fee on amounts transferred out of the fund within seven calendar days of being transferred into the fund. The application of this fee is intended to discourage frequent trades, which diminish long-term returns, into and out of the fund. The fee will be charged to the participant's account and will be held in the fund as earnings to the total fund.

Your Investment Responsibilities

The return on your Plan investments may be high or low, depending on your investment funds' success. The Company cannot guarantee the performance of the investments, and the Company does not provide investment advice. Your investment elections are your responsibility. Therefore, the Company encourages you to seek the advice of a personal investment advisor. To the extent that your Plan accounts are invested as you have directed, Plan fiduciaries are relieved of liability for losses that may result from following your investment directions.

The Plan is intended to qualify under Section 404(c) of the Employee Retirement Income Security Act (ERISA) and Title 29 C.F.R. Section 2550.404c-1. This means that the fiduciaries of the Plan may be relieved of liability for any losses you incur that are the direct and necessary result of your investment instructions. In other words, since you select how your Plan accounts are invested among the available options, you are responsible for losses that are the result of your investment instructions.

In addition to this summary, Fund Fact Sheets are available to participants and are updated monthly. The Fund Fact Sheets provide detailed information regarding the available investment fund choices, including investment philosophies, historical performances, objectives and risk, and return characteristics and investment management expenses. This information is available online.

Upon your initial enrollment in the Plan, you will designate how to allocate your assets among the available investment fund choices. Thereafter, you may freely change your future contributions and existing balances among the investment fund choices as described in the section entitled "Managing Your Account." Transfers among investment fund choices can be made on a daily basis. Instructions received before the New York Stock Exchange Market close on any trading day will be processed in your Plan account for that business day; otherwise, they will be processed on the following trading day.

Default Investment Election

If you do not otherwise instruct the trustee, you will be deemed to have affirmatively directed the Plan trustee to invest your account balance in the Target Date Fund based on an expected retirement age of 65 until such time as you reallocate the assets to another investment fund choice.

Fees

You will not incur a transfer fee, sales charge, or redemption fee when you transfer amounts to or from any of the Plan's investment fund choices, except for a 2% fee on amounts transferred out of the International Equity Fund and International Equity Index Fund within seven calendar days of being transferred into those funds. The investment fund choices themselves will have certain investment management fees and administrative expenses such as trustee services, recordkeeping, and compliance. Administrative fees are paid from Plan assets to the extent permitted by the Department of Labor. The individual descriptions of each fund in the Fund Fact Sheets will provide information regarding the investment management fees and administrative expenses.

Additional information regarding fees is available in the Annual Investment Performance and Fee Disclosure Statement. This is mailed to you annually and is also available on BakerHughesBenefits.com.

Voting Rights

You do not have the right to vote on any of the individual securities held by any of the investment fund choices.

Conversion Periods and Limitations on Investments and Transactions

In the event of any conversion, change in recordkeeper, or Plan merger or spinoff, the Investment Committee may, in its discretion, temporarily suspend certain Plan transactions, including your right to change or suspend contributions, or receive a distribution, loan, or withdrawal from your account. The Investment Committee may also temporarily or permanently suspend Plan transactions dealing with investments, including your right to change investment elections or reallocate account balances. In the event of a change in investment funds or a Plan merger or spinoff, the Investment Committee, in its discretion, may decide to map investments from your prior investment alternative election(s) to one or more then available investment funds under the Plan. If this happens, you will be permitted to reallocate funds among then available investment funds after the suspension period (if any) is lifted. If any mapping of investment funds is a "qualified change in investment options" within the meaning of Section 404(c)(4) of ERISA or is to a qualified default investment fund pursuant to Section 404(c)(5) of ERISA, you will be deemed to have affirmatively directed the trustee to invest in accordance with the mapping strategy after the suspension period (if any) is lifted. The investment funds will be subject to all applicable legal rules and restrictions and the rules specified by the investment fund providers in any governing documents. Such rules, procedures and restrictions may limit your ability to make transfers into or out of a particular investment fund and/or may result in additional transaction fees or other costs relating to such transfers. In furtherance of, but without limiting the foregoing, the trustee, recordkeeper, Investment Committee, or investment fund provider (or their delegate, as applicable) may decline to implement any investment election or instruction where it deems appropriate.

Additional Information Available Upon Request

The following information will be provided upon your request, based on the latest information available to the Plan.

1. A description of the annual operating expenses of each investment fund choice (for example, investment management fees, administrative fees, etc.) that reduce your rate of return and the aggregate amount of expenses expressed as a percentage of average net assets of the investment fund.

2. Copies of any prospectus, financial statements, and reports, and any other materials relating to the investment fund choices.

3. With respect to each investment fund choice, a list of assets comprising the portfolio, the value of each asset (or the proportion of the investment alternative which it comprises), and with respect to each that is a fixed rate investment contract issued by a bank, savings and loan association, or insurance company, the name of the issuer of the contract, the term and the rate of return on the contract.

4. Information concerning the value of shares or units in the investment fund choices, and information about past and current investment performance, net of expenses, on a reasonable and consistent basis.

5. Information concerning the value of shares or units in the investment funds held in your account.

You may obtain this information from from your **account online** or by calling the Baker Hughes Benefits Center.

Managing Your Account

There are several ways for you to get account information, make changes, or process transactions to your account. Once you become a participant of the Plan, you will need to create a unique user ID and password through your **account online** or the Baker Hughes Benefits Center.

Online you will be able to perform the following activities:

- Find out your account balance and unit values on a daily basis
- See a history of your account
- Review or change your current contribution rate percentages, subject to payroll deadlines
- Review the investment performance of the funds in the Plan
- Make changes in how your future contributions will be invested
- Move current fund balances from one investment fund to another
- Get information about loans or withdrawals or apply for a loan or withdrawal
- Process requests, upon permanent disability, divorce, termination, or retirement
- Obtain Plan vesting date
- Access forms and receive them electronically
- Elect a Plan beneficiary
- Request paperless withdrawals and elect to receive funds via direct deposit
- Request or change your password

Baker Hughes Benefits Center: 1-866-244-3539 (within the U.S.) or 1-847-883-0945 (worldwide)

With your user ID and password, you can access your personal account information. **Select option 2** at any time to speak with a Baker Hughes Benefits Center representative. Through the Baker Hughes Benefits Center, you can:

- Find out your account balance on a daily basis
- Review or change your current contribution rate percentages, subject to payroll deadlines
- Review the investment performance of the funds in the Plan
- Make changes to how your future contributions will be invested
- Move current fund balances from one investment fund to another

Statements

You will receive a detailed account statement at the end of each calendar quarter. Your statement is designed to give you information to monitor your account. Please read this statement immediately and carefully. If you notice a discrepancy in the information reported, call the Baker Hughes Benefits Center within 60 days of the statement closing date.

Accessing Your Money

The Plan is intended for long-term savings — especially retirement. You may, however, need to access your money while working. For this reason, the Plan has provisions for loans and withdrawals, within certain guidelines.

Loans

You may borrow money from your account for any reason. You may have only one loan at a time. The amount you borrow is deducted proportionately from each investment fund in which your account is invested. If you repay your loan as described in this section, the amount you borrow is not subject to taxes. And, even though you must repay the loan (including interest), all of the payments go directly back into your own account.

How to Apply

To apply for a loan, your **account online** online and follow the instructions or speak with a representative at the Baker Hughes Benefits Center. The Plan Administrator has the authority to set interest rates based on regulatory guidelines. The interest rate will remain in effect until you repay the loan.

Loan Repayment

You repay the loan (principal and interest) through payroll deductions in equal installments from every paycheck. You may take from one to five years to repay your loan as specified in your loan agreement.

You may repay the loan at any time without penalty. You can initiate a loan payoff by accessing your **account online** or by calling the Baker Hughes Benefits Center.

Your repayments are invested the same way as your current contributions. If you terminate employment while you have an outstanding loan balance, you will have the option to continue repaying the loan. If you miss any loan repayments, your loan will go into default and the outstanding balance will be deemed a distribution to you that is subject to taxation.

How Much Can You Borrow?

The minimum amount you can borrow is $1,000. You can never borrow more than the lesser of:

- $50,000 minus the highest outstanding balance on another loan during the last 12 months, or
- One-half of the value of your vested account balance

A $50 origination fee — deducted from your account balance — is charged for all new loans.

If you are on a military leave of absence, your loan payments normally will be suspended for the time that you are on military leave. If you are on an unpaid non-military leave of absence, your loan payments may be suspended for the shorter of the leave period or one year after the initial loan date. Please contact the Baker Hughes Benefits Center for any questions regarding loan suspensions.

If you are actively employed (or on a leave of absence for which your loan payments are not suspended) and you miss a scheduled loan payment, you have until the earlier of the end of your next calendar quarter or five years from the initial loan date to make up this missed payment. If you do not catch up your loan, your loan will be defaulted and the outstanding balance will be deemed a distribution to you that is subject to taxation. In addition, you will still be required to repay the loan in full, including additional interest that has accrued since the time of the default. And since this loan is considered outstanding until it is repaid, no new loan may be requested until this loan is repaid.

Defaulting on a Loan

If you default on a loan, the outstanding balance will be due and payable immediately. If not repaid, the outstanding balance of the loan will be reported to the IRS as ordinary income and you may have to pay federal and state income tax on this amount. You may also be required to pay a 10% tax as an early withdrawal penalty to the IRS.

Information for Non-U.S. Citizens

If you are a non-U.S. citizen, please reference Important Information About Taxes on page 23 before making a decision on receiving a loan payment from the Plan.

Withdrawals During Employment

Under certain circumstances, you may be able to make an early withdrawal from your account. The withdrawal amount is deducted proportionately from each fund in which you are invested and paid to you in cash.

There are specific rules, limits, and, in some cases, penalties associated with certain withdrawals, as described below.

After-Tax Withdrawals

You may withdraw all or part of your after-tax contributions, plus the applicable earnings. Amounts attributable to earnings are subject to income taxes in the year they are withdrawn.

Hardship Withdrawals

You may withdraw your before-tax and Roth contributions if you qualify for a financial hardship withdrawal. For these purposes, financial hardship generally means you need the funds to:

- Purchase your primary residence (excluding mortgage payments);
- Prevent eviction from, or foreclosure on, your primary residence;
- Pay incurred uninsured and unreimbursed medical expenses for yourself, your spouse, or your dependent children;
- Pay for post-secondary education tuition for yourself, your dependent, or your spouse;
- Pay for funeral expenses for your deceased parent, spouse, child, or dependent; or
- Repair damage to primary residence due to certain natural disasters.

To make a hardship withdrawal, you must certify the existence of the hardship and the lack of funds from other sources. You must also provide evidence of the financial need. A $75 fee — deducted from your account balance — is charged for all hardship distributions.

Age 59 1/2 Withdrawals

When you reach age 59 1/2, you may withdraw any or all of your vested account balance for any reason. There is no tax penalty, but any amounts that have not been taxed (including before-tax contributions and all earnings on amounts other than Roth contributions) are subject to ordinary income taxes in the year they are withdrawn.

Sources for Loans, After-Tax Withdrawals, Hardship Withdrawals, and Age 59 1/2 Withdrawals

Your balances may be spread across many investment funds within the Plan. Funds are accessed on a pro-rata basis to provide you with any loans or withdrawals during employment.

For more information about which funds will be used to provide a withdrawal or loan, access your **account online** or call the Baker Hughes Benefits Center.

Benefit Payment

You are automatically eligible to receive a distribution of your vested Plan benefit when you:

- Terminate employment with Baker Hughes Companies. If you leave employment before you retire, you are entitled to a benefit equal to your vested account balance.
- Retire. You are entitled to receive a retirement benefit if you retire from a Baker Hughes Company when you reach age 65.
- Become disabled. You are totally disabled if you are eligible for benefits under the Company's Long-Term Disability plan.
- Die (in which case, payment will be made to your beneficiary). If you die while employed by a Baker Hughes Company, your beneficiary(ies) will receive the full value of your account. If you are married, your spouse will be the beneficiary unless he or she has consented to the designation of a different beneficiary. See *Naming a Beneficiary* on page 4.

Note: To the extent your account is not vested as of your termination date and you have not terminated your employment due to retirement, disability, or death, the non-vested portion of your account will be forfeited.

Payment Options if Your Account Value is $5,000 or Less

If your vested account balance is $5,000 or less, and you do not take a lump sum distribution or directly roll over your benefit into an eligible retirement plan, your benefit will be directly rolled over to an IRA designated by the company. This IRA is intended to preserve principal and provide a reasonable rate of return and liquidity. You may be charged annual and account closing fees from the IRA provider.

Distributions will be paid in cash. However, 20% of the taxable portion of the distribution is withheld for payment of taxes, unless you choose to directly roll over any or all of the taxable portion to another eligible employer plan or to an Individual Retirement Account (IRA). In addition, you may be subject to a 10% excise tax. See *Important Information About Taxes* on page 23.

Payment Options if your Account Value is more than $5,000

You will be able to take a lump sum or partial distribution from your accounts (other than your Prior Pension Plan accounts) upon retirement, disability, or termination.

Prior Pension Plan Accounts

You will be able to take a distribution from your Prior Pension Plan accounts upon retirement, disability, or termination as follows. Other distribution options may be available.

Joint and Survivor Annuity

A joint and survivor annuity provides a fixed monthly payment as long as you live. After your death, 50%, 66 2/3% or 100% (your choice) of the benefit you were receiving is paid to your beneficiary for his or her lifetime. The monthly annuity amount paid during your lifetime is reduced to account for the continued payment to your beneficiary.

Single Life Annuity

A single life annuity provides a fixed monthly payment as long as you live. Upon your death, no further benefits are paid. This is the standard payment method if you are not married when plan payments begin. However, you can choose to receive your benefit under another payment method.

Certain and Life Annuity

A certain and life annuity provides a fixed monthly payment to you for your lifetime, with payments guaranteed for a specific period of time (your choice). If you die within the guaranteed period you elected, payments in the same amount you were receiving continue to your beneficiary for the balance of that period.

If you live longer than the selected period, your monthly payments continue for your life, and no death benefits are payable upon your death.

Installment Annuity

You can take monthly, quarterly, semiannual, or annual payments for a specific period of time (your choice). If you die within the guaranteed period you elected, the remaining installment payments are made to your beneficiary. Your beneficiary can choose to have the value of the remaining payments distributed in a lump sum payment.

Lump Sum Distribution

With a lump sum distribution, you receive your entire benefit in a single payment.

IMPORTANT: **If you are married and the lump sum value of your benefit is greater than $5,000**, you **must** receive your benefit in the Prior Pension Plan accounts in the form of a 50% joint and survivor annuity, unless your spouse consents in writing to another payment method.

Timing of Distributions

If your vested account balance (including your rollover contributions and associated earnings, if any) exceeds $5,000, you may postpone your distribution. If you postpone receiving Plan benefits, you may continue to make investment transfers subject to the requirements of the Plan. You may, at any time, take a full distribution through your **account online** or by calling the Baker Hughes Benefits Center.

If your vested account balance is $5,000 or less and you do not take a lump sum distribution or directly roll over your benefit into an eligible retirement plan, your benefit will be directly rolled over to an IRA designated by the Company.

Deadline for Distributions

You must begin receiving minimum distributions, as defined by the IRS, from your account no later than April 1 of the calendar year following the year in which you reach age 70 1/2 or, if later, the year in which you retire. You are not required to start this distribution while you are actively employed. Although the Company will try to contact you regarding this required distribution, the IRS considers it to be your responsibility to notify the Company when you turn age 70 1/2. If you do not begin receiving this mandatory distribution by the date required by law, you could be liable for a 50% excise tax on the portion of your account that was not distributed on a timely basis.

Rollover Distributions

Your benefit may be distributed partially/completely in the form of a direct rollover and partially/completely in the form of an indirect rollover (cash distribution) directly to you.

- Direct rollover. In a direct rollover, all funds due to you, except for after-tax contributions that are not eligible for rollover, are sent to an Eligible Retirement Plan. An Eligible Retirement Plan includes (1) an IRA, (2) a Roth IRA, (3) another qualified plan, (4) an individual retirement annuity, (5) an annuity plan described in Section 403(a) of the Code, (6) an eligible deferred compensation plan described in Section 457(b) of the Code, or (7) an annuity contract described in Section 403(b) of the Code.
- By electing this form of distribution, you avoid the mandatory 20% withholding requirement and the 10% additional penalty tax. Your payment will not be taxed until you take it out of the Eligible Retirement Plan, except for rollovers to Roth IRAs of amounts that were not Roth contributions or earnings thereon, which are taxed when a distribution is taken. See *Important Information About Taxes* on page 23.
- You may defer paying tax on your distribution by electing a rollover distribution, for payments of $200 or more, instead of a payment directly to you.
- Your after-tax contributions are also eligible for rollover, although not all Eligible Retirement Plans will accept these contributions. You should verify this with the receiving institution prior to submitting your rollover request.
- Indirect rollover. In an indirect rollover, all funds are first paid to you. Your Plan Administrator is required by law to withhold 20% of the taxable portion of your funds for income taxes. The 20% withheld can be credited to your taxes due when you file your income tax return. You may roll over the remaining 80% of the funds to an Eligible Retirement Plan within 60 days of the time you receive the distribution. You will not be taxed on the amount you rolled over until you take the money out of the Eligible Retirement Plan, except Roth IRAs, which are taxed when a distribution is taken.

  If you wish to roll over the full 100% of the taxable portion of your payment, you will have to make up 20% of the payment from another source. If you only roll over the 80% that you actually received, you will be taxed on the 20% that was withheld but not rolled over. See *Important Information About Taxes* on page 23.

Death Benefits

Except as described below with respect to Prior Pension Plan accounts, if you die while employed and are married, your death benefit will be paid to your spouse in the form of a lump sum survivor benefit of your full account balance unless you designate some other beneficiary by executing and filing the prescribed form with the Plan Administrator in a timely manner. If you die while employed and are married, the full value of your Prior Pension Plan accounts will be paid as a death benefit to your spouse in the form of a single life annuity unless you designate some other beneficiary by executing and filing the prescribed form with the Plan Administrator in a timely manner. See *Naming a Beneficiary* on page 4. You may make this election at any time. However, no election will be effective unless your spouse has consented to such election in writing and such consent was witnessed by a notary.

A spousal beneficiary may have the option of rolling over this death benefit to his or her own Eligible Retirement Plan. Qualified employer plans are not required to accept this type of rollover. You should verify this option with the receiving institution prior to submitting your rollover request.

A nonspouse beneficiary has the option of rolling over this death benefit to an IRA, a Roth IRA, or an individual retirement annuity.

If you die after terminating employment while entitled to a benefit from the Plan before any amounts have been paid, or irrevocably committed to be paid, the vested benefit your spouse or other beneficiary is entitled to will be paid as a lump sum survivor benefit. The benefit must be distributed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

Important Information About Taxes

The Internal Revenue Code allows the Company to offer the tax-advantaged Plan to encourage you to save for retirement. That is why you do not pay income taxes on your before-tax contributions, the Company contributions, and on any investment earnings as long as the money stays in the Plan.

Although you pay taxes on Roth contributions at the time the amounts are contributed to the Plan, you will not pay federal income tax on distributions of your Roth contributions and earnings on your Roth contributions if certain requirements (generally described in the "Roth Contributions" section on page 5) are satisfied.

When your account is paid out, the taxable amount generally will be considered part of your regular income for tax purposes and there may be additional taxes or penalties. However, you may be able to delay or reduce the tax you owe if you meet certain IRS requirements.

Withholding and Rollovers

Generally, the IRS requires that 20% of the taxable amount of your distribution be withheld unless your taxable amount is directly rolled over to another Eligible Retirement Plan or an IRA. This 20% withholding can be credited to any federal income tax that you may owe for the year of the distribution.

To avoid the mandatory 20% withholding, you must request a direct rollover of the taxable portion of your distribution. This rollover must be made payable to your IRA or other Eligible Retirement Plan. If you complete a direct rollover, the amount rolled over will not be currently taxable. You will, however, need to report that you completed a rollover on your income tax return.

Penalty Tax

The Internal Revenue Code imposes an additional 10% tax on certain distributions. In addition to normal federal and state income taxes, if applicable, the taxable portion of your distribution will also be subject to the 10% tax unless you receive the distribution:

- After your employment with the Company and all affiliates terminates if you have reached age 55
- After age 59 1/2;
- Due to disability or death;
- To pay for federal income tax deductible medical expenses; or
- As a corrective distribution necessary to comply with IRS contribution limits.

The 10% penalty tax does not apply to distributions or withdrawals of your after-tax contributions, but may apply to investment gains on your after-tax contributions that are distributed or withdrawn.

In addition, the 10% tax does not apply to an alternate payee who receives a distribution as the result of a qualified domestic relations order. See *Qualified Domestic Relations Order (QDRO)* on page 26.

Additional Information for Non-U.S. Citizens

- If you are a non-U.S. citizen, please note that:
- If you do not have a valid U.S. Social Security Number (SSN), please call the Baker Hughes Benefits Center before you are ready to take a loan or distribution to understand the payment options.
- To claim a reduced U.S. income tax withholding rate or an exemption from withholding pursuant to an income tax treaty, you must have a U.S. Social Security Number (SSN) or a U.S. Individual Taxpayer Identification Number (ITIN). These numbers are different from the Global I.D. number assigned to you by the Company.
- If you are not a U.S. tax resident at the time you receive your distribution payment from the Plan, please note that a tax treaty between the United States and your country of tax residence may impact the rate of taxation applicable to such distribution. The Company recommends you seek personal tax advice regarding taxes to be applied to your distribution from the Plan.

Other Important Information

There are some circumstances that can have an impact on your account. The following bullets describe some of those circumstances.

- Operational and administrative expenses. These expenses may be deducted from Plan earnings, or in some cases, directly from your account.
- Plan modification, suspension, or termination. The Company retains the right to modify, suspend, or terminate the plan at any time.

You — or your beneficiary — may request Plan benefits by accessing your **account online** or by calling the Baker Hughes Benefits Center. You will be told how to file a claim for benefits.

Claims

All decisions concerning payment of benefits under the Plan shall be at the sole discretion of the Plan Administrator (or its designated Claims Administrator). If you disagree with the way your claim is handled, you may apply for a formal review of your claim (see below).

Claims Review Procedure

If you (or your beneficiary) disagree with the amount of your benefits or your interest in the Plan, there is a review procedure you or your beneficiary must follow. Under this procedure, you may request a review of a benefit decision by mailing a claim to the Claims Administrator in form of a letter. Here are the steps in the review procedure:

1. When an application for benefits is denied, in full or in part, you will normally receive a written verification of the denial from the Claims Administrator within 90 days after requesting benefits. The notice will explain:

   - The reason for the denial;
   - The Plan provision(s) on which it is based;
   - Any additional information needed to make your application for benefits acceptable and the reason it is necessary; and
   - The procedure for requesting a review and the applicable time limits, including your right to bring a civil action under Section 502(a) of ERISA following an adverse decision on review.

   If special circumstances require more than 90 days for processing your application, you will be notified of that fact, in writing, within 90 days of filing. The notice you receive will:

   - Explain what special circumstances make an extension necessary; and
   - Indicate the date a final decision is expected to be made.

   The extension may be for up to another 90 days. If you receive no response of any kind within 90 days after requesting benefits or by the end of an extension period, you should consider your application for benefits denied. You may proceed to Step 2, just as though you had received a denial notice.

2. Within 90 days after receiving a denial notice, you and/or your authorized representative may, at your sole expense:

   - Submit a written request to the Claims Administrator for review of the denial;
   - Look at and receive copies of relevant documents upon request and free of charge; and
   - Submit issues and comments in writing.

3. Within 60 days after the request for a review is received, a decision on the denial normally will be made. You will receive a copy of the decision in writing, including the specific reasons for it and reference to the Plan provision(s) on which it is based, a statement free of charge, reasonable access to and copies of all relevant documents, records and other information to your claim, and a statement of your right to bring a civil action under Section 502(a) of ERISA.

If special circumstances require a review period longer than 60 days, the time for making a final decision may be extended, and you will be notified of the extension within 60 days after your requested review. However, the total review period cannot be longer than 120 days.

If you receive no response of any kind within 60 days of making a request for a review or by the end of an extension period, you should consider your claim for benefits denied on review.

Any questions about the process for requesting a review should be addressed to the Claims Administrator at:

Baker Hughes Holdings LLC
401(k) Plan Administrator
ATTN: Dan Webber
P.O. Box 4740
Houston, TX 77210-4740

General Information

This section contains general administrative information about the Plan and an explanation of your rights under the Employee Retirement Income Security Act of 1974 (ERISA).

Plan Documents

This Summary Plan Description summarizes the key features of your tax-deferred retirement savings program under the Plan. Complete details of the Plan can be found in the official Plan document and trust agreements that govern the operation of the Plan. All statements in this Summary Plan Description are subject to the provisions and terms of those documents.

Copies of the official Plan document, as well as the annual report of Plan operations and this Summary Plan Description, are available for review, without charge, to any Plan member, spouse, or beneficiary at the following location:

Baker Hughes Holdings LLC
401(k) Plan Administrator
ATTN: Dan Webber
P.O. Box 4740
Houston, TX 77210-4740

The individual document will be sent within 30 days after the Plan Administrator receives your written request. The Plan Administrator may make a reasonable charge for copies.

In the event of a conflict between the descriptions in this Summary Plan Description and the official Plan document and trust agreements, the official Plan document and trust agreements prevail.

Importance of a Current Address

Because benefit-related information is mailed to you, you need to notify the Company of your current address. Otherwise, you may not get important information about your benefits.

Remember, if you terminate employment and are entitled to benefits under the Plan, update your current address by accessing your **account online** or by calling the Baker Hughes Benefits Center. If not, the Company may not be able to find you to give you your benefits.

No Implied Rights to Employment

The adoption and maintenance of the Plan does not represent an employment contract between Baker Hughes Companies and their employees. Nor do adoption and maintenance of the Plan prohibit Baker Hughes Companies from discharging any employee at any time, with or without cause, or interfere in any way with an employee's right to terminate at any time, in accordance with state and federal law.

Future of the Plan

While the Company expects to continue the Plan indefinitely, the Company may amend, modify, terminate, or discontinue contributions to the Plan for any reason at any time.

No Plan amendment or termination can deprive you of a benefit to which you are already entitled.

Forfeiture of Benefits

In most cases, once contributions have been credited to your account, they may not be taken away from you. However, the non-vested portion of your account balance will be forfeited upon the expiration of five years after your termination of employment with or absence from the Company and all affiliates. During this five-year waiting period, your money will continue to be subject to any gains or losses in the funds that you have selected for your account.

There is one scenario in which the non-vested portion of your account balance may be forfeited at a date other than the expiration of five years after your termination of employment.

If you have received a lump sum distribution of your vested account balance, your non-vested account balance will be forfeited at the time of the distribution payment.

Assignment of Benefits

You cannot use your Plan account as collateral for a loan other than a loan from the plan. In addition, it cannot be assigned or pledged to another person or organization in any way except as provided by a Qualified Domestic Relations Order (QDRO).

Qualified Domestic Relations Order (QDRO)

If you become divorced or separated, the court may assign part or all of your benefit to an alternate payee (such as your spouse, former spouse, child, or other dependent) through a domestic relations order. This is a court order that recognizes the alternate payee's right to part or all of your benefit. The domestic relations order is reviewed by the record keeper to determine whether it is a QDRO.

A QDRO can force payment of benefits to an alternate payee even though the Plan prohibits distributions earlier than retirement, termination, death, or disability. The law requires that a determination be made, within a reasonable amount of time, as to whether the domestic relations order is qualified. Specific procedures must be followed to ensure that your benefits are properly distributed. You and the alternate payee will be notified of the decision.

You and your beneficiaries can obtain a copy, without charge, of the Plan procedures governing a QDRO from the Plan Administrator.

For QDRO requests, please contact QDRO Consultants at:

QDRO Consultants
Attn: Baker Hughes QDRO Team
3071 Pearl Road
Medina, OH 44256
Phone: 1-800-527-8481
Fax: 1-330-722-2735

Website; https://qdros.com/clients/baker-hughes
Password: StunningBackdrop

Forfeitures by Lost Participants

If you are entitled to a distribution and cannot be located during a reasonable search after the Baker Hughes Incorporated Administrative Committee (the "Administrative Committee") has initially attempted making payment, your account balance will be forfeited. However, if at any time prior to the termination of the Plan and the complete distribution of the Trust, you file a claim the forfeited account balance, your forfeited account balance (without credit for earnings subsequent to the forfeiture) will be reinstated.

Exhaustion of Administrative Remedies

Without limiting the Plan arbitration procedures, by accepting benefits or asserting a claim to benefits under the Plan, you, your spouse, your surviving spouse or beneficiary are affirmatively deemed to agree not to file suit in court or seek arbitration concerning a claim for benefits until you have exhausted the claims and appeals procedures under the Plan.

Arbitration

As described below, any controversy relating to the Plan must be resolved by arbitration on an individual basis in accordance with the Employee Benefit Plan Claim Arbitration Rules of the American Arbitration Association. You must exhaust the claims review and appeals procedures under the Plan before you may initiate an arbitration proceeding.

By accepting benefits under the Plan or seeking benefits under the Plan you agree to the Plan's arbitration procedures described below.

Except for any claim that is pending in a court as of December 31, 2016, any controversy arising out of or relating to the Plan, including without limitation, any and all disputes, claims (whether in contract, statutory or otherwise) or disagreements concerning the interpretation or application of the provisions of the Plan, (each, a "Covered Claim") shall be resolved by arbitration in accordance with the Employee Benefit Plan Claims Arbitration Rules ("Rules") of the American Arbitration Association (the "AAA") in effect at the initiation of the arbitration.

All Covered Claims shall be arbitrated on an individual basis and you shall not have any right or authority to assert or pursue any Covered Claims as a class action or derivative action of any sort. In addition, notwithstanding anything to the contrary in the Rules (including Rule 12 entitled "Grouping of Claims for Hearing" or this rule's successor), a Covered Claim by one participant shall not be grouped or consolidated with a Covered Claim by another participant in a single proceeding.

No arbitration proceeding relating to the Plan may be initiated by either the Employer or you, unless the Plan claims review and appeals procedures have been exhausted.

The arbitration shall be administered by the AAA. Three arbitrators shall hear and determine the controversy. Within twenty (20) business days of the initiation of an arbitration hereunder, the Employer and you will each separately designate an arbitrator, and within twenty (20) business days of such selection, the appointed arbitrators will appoint a neutral arbitrator from the panel of AAA National Panel of Employee Benefit Plan Claims Arbitrators. All arbitrators shall be impartial and independent. The award (including a statement of finding of facts) shall be made promptly and no later than forty-five (45) days from the date of closing the hearings or, if the hearing has been on documents only, from the date of transmittal of the final statements and proofs to the arbitrator.

The arbitrators shall have the power to rule on their own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim, including a Covered Claim. The decision of the arbitrators selected hereunder will be final and binding upon both parties, and judgment on the award may be entered in any court having jurisdiction. This arbitration provision is expressly made pursuant to, and shall be governed by, the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (or replacement or successor statute). Nothing in the Plan arbitration procedures will be construed to, in any way, limit the rights, powers, and authorities of the Administrative Committee. In any arbitration proceeding full effect shall be given to the rights, powers, and authorities of the Administrative Committee under the Plan.

General Powers of the Administrative Committee

The Administrative Committee will have all rights and powers reasonably necessary to supervise and control the administration of the Plan. The determination of any fact by the Administrative Committee and the construction placed by the Administrative Committee upon the provisions of the Plan will be binding upon all persons. The Administrative Committee will have the power and the duty to take all action and to make all decisions that will be necessary or proper in order to interpret and carry out the provisions of the Plan. Without limiting the generality of the foregoing, the Administrative Committee will have the powers and duties to make and enforce such rules and regulations as it will deem necessary or proper for the efficient administration of the Plan and the transaction of the Administrative Committee's business. Further, the Administrative Committee will have the exclusive right and discretionary authority to make any finding of fact necessary or appropriate for any purpose under the Plan including, but not limited to, the final determination of the eligibility for and the amount of any benefit payable under the Plan. The Committee will have the exclusive right and discretionary authority to interpret the terms and provisions of the Plan and to determine any and all questions arising under the Plan or in connection with the administration thereof, including, without limitation, the right to remedy or resolve possible ambiguities, inconsistencies, or omissions, by general rule or particular decision. All findings of fact, determinations, interpretations, and decisions of the Administrative Committee will be conclusive and binding upon all persons having or claiming to have an interest or right under the Plan and will be given the maximum possible deference allowed by law. In addition to the foregoing, the Administrative Committee will have all the rights, powers, duties, and obligations granted or imposed upon it elsewhere in the Plan or Trust Agreement.

Determinations of the Administrative Committee Final and Binding

The final decision of the Administrative Committee will be conclusive and binding on all persons. This decision may only be reversed if an arbitrator (or, in limited circumstances as applicable, a court) finds that the Administrative Committee's decision was arbitrary and capricious.

Contractual Statute of Limitations for Benefit Claims Disputes

Without limiting the Plan arbitration procedures, you may not bring a claim for benefits (whether in litigation or arbitration) under the Plan after the earlier of the date that is (1) 365 days after the final denial of your claim for benefits, or (2) the expiration of the limitations period under Texas contract law (the applicable limitations period under ERISA).

Venue

Without limiting the Plan arbitration procedures, (1) venue for arbitration concerning any dispute relating to a claim for benefits under the Plan or any claim of breach of fiduciary duty under ERISA will be in Harris County, Texas, and (2) venue for litigation concerning any dispute relating to a claim for benefits under the Plan or any claim of breach of fiduciary duty under ERISA will be in the United States District Court for the Southern District of Texas (Houston Division).

No Oral Modification

No person has the authority to orally modify the Plan. Therefore, you may not rely upon any oral representation of any person concerning the coverage or benefits provided under the Plan, and no separate contract will be created with any person as a result of the oral statement.

Your Rights Under ERISA

Plan participants are entitled to certain rights and protections under ERISA, such as:

- Receiving information about the Plan and your benefits.
- Examining, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtaining, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may make a reasonable charge for the copies.
- Receiving a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this Summary Annual Report.
- Obtaining a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan document or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this summary or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory, or at www.dol.gov/ebsa/ (click "EBSA Offices" under "About EBSA"), or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-866-444-EBSA (3272).

Administrative Information

The following information details the administration of the Plan described in your Summary Plan Description.

Plan Name and Number

Baker Hughes Company 401(k) Plan, 002

Type of Plan

Participant-directed Account Plan/401(k) Plan

Plan Sponsor and Administrator

Baker Hughes Holdings LLC
401(k) Plan Administrator
ATTN: Dan Webber
P.O. Box 4740
Houston, TX 77210-4740
1-713-879-2000

The Employer Identification Number (EIN) of the Plan Sponsor is 76-0207995.

The Plan Administrator (or its designee as it relates to functions delegated by the Plan Administrator) administers the Plan and has complete and final discretionary authority to interpret the Plan.

Record Keeper

Baker Hughes Holdings LLC contracts with Empower Retirement to assist with the operation of the Plan.

Empower Retirement
11500 Outlook Street
Overland Park, KS 66211

Plan Year

The plan year for purposes of maintaining the plan's fiscal records is January 1 to December 31.

Funding

Employee and Baker Hughes Company contributions fund the Plan. Assets are held in a trust fund by the Plan trustee.

Plan Trustee

The Plan trustee is Northern Trust Company.

The Northern Trust Company
333 S. Wabash Ave, WB-42
Chicago, IL 60604

Agent for Service of Legal Process

Service of legal process may be made upon:

General Counsel
Baker Hughes Holdings LLC
17021 Aldine Westfield Road
Houston, TX 77073

Service of legal process may also be made upon the Plan Sponsor, the Plan Administrator, or the Plan trustee.

Plan Amendments

The Company intends to continue the Plan indefinitely. However, the Company retains the right to amend or terminate the Plan at any time and the other Baker Hughes Companies also retain the right to terminate the Plan. The company may adopt amendments to the Plan. No amendment or termination will take away vested benefits. In the event the Plan is terminated, the Plan benefits will be paid to participants or beneficiaries in the manner specified by the Plan.

Recovery of Excess Payments

As a condition of the Plan, the Plan has the right to recover any excess benefit payments. Excess payments can occur if benefits from the Plan exceed those due you, or if benefits were paid due to mistake or incorrect information.

Pension Benefit Guaranty Corporation

Your benefits under the Plan are not insured by the Pension Benefit Guaranty Corporation, a federal insurance agency, because the Plan does not provide a guaranteed amount of retirement benefit.

Baker Hughes™