

Charter of the Conflicts Committee of Intuitive Machines, Inc.

This Conflicts Committee Charter (the “Charter”) has been adopted by the Board of Directors (the “Board”) of Intuitive Machines, Inc., a Delaware corporation (the “Company”).

1. Introductory Matters

- a. The Company has formed this Conflicts Committee of the Board (the “Conflicts Committee”) consistent with the Company’s Antitrust Compliance Policy (the “Antitrust Policy”), the Company’s certificate of incorporation (as amended from time to time, the “Certificate of Incorporation”) and the Bylaws of the Company, dated as of February 13, 2023 (as amended from time to time, the “Bylaws”). Capitalized terms used in this Charter but not otherwise defined have the meanings given to such terms in the Antitrust Policy.
- b. For purposes of this Charter, “Affiliate” means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another person.

2. Purpose and Authority

- a. The purpose of the Conflicts Committee is to provide a structure in which decisions are made and approved on business matters in which the interests of the Company or its subsidiaries may conflict or appear to conflict with the interests of IBX or any other IBX Affiliate or any director or any of such director’s Affiliates. Such decisions shall be made solely in regard to the best interests of the Company and its stockholders and without regard to the interests of IBX, any IBX Affiliate, any director or any of his or her Affiliates or any of their respective Affiliates, equityholders, officers, directors, representatives or agents.
- b. The Conflicts Committee shall evaluate, review and determine whether to approve any decision by management to engage or not engage in any matter that might create, or appear to create, a conflict of interest between the Company or its subsidiaries, on the one hand, and IBX or any of the IBX Affiliates (other than the Company or any subsidiary of the Company) or any director or any of such director’s Affiliates, on the other hand. Management shall bring to the attention of the Conflicts Committee any such decision, and the Conflicts Committee may on its own, or at the direction of the Board, identify a matter as falling within its purpose and the authority delegated to it by the Board (collectively, any such matter a “Conflict Matter”).
- c. Without limiting the foregoing, the Conflicts Committee is empowered to engage in all considerations and to approve or disapprove a recommendation of management in respect of the following Conflict Matters:
 - i. considering, reviewing, evaluating and analyzing potential bids, including determining whether or not, and when, to bid, and the terms of any bid, with respect to opportunities where competition or potential competition may exist between the Company (or a subsidiary of the Company) and another IBX Affiliate; at present, all government services contracts with NASA or, to the extent involving space matters, the Department of Defense, or subcontracts thereunder, should be considered opportunities described by this clause;
 - ii. determining whether or not to pursue lines of business in which the Company (or a

subsidiary of the Company) competes, or is reasonably expected to compete, with another IBX Affiliate;

- iii. considering, reviewing, evaluating and analyzing teaming, joint venture, and subcontracting arrangements with IBX Affiliates, and negotiating the terms and conditions of such transactions (the matters set forth in this clause (iii) and clauses (i) and (ii) above being "Competitive Matters) ;
- iv. reviewing all related person transactions as defined by Item 404 of Regulation S-K, other than Competitive Matters ("Item 404") on an ongoing basis, and all such transactions that are required to be disclosed pursuant to Item 404 must be, to the extent required by Item 404, approved or ratified by the Committee in accordance with the Company's Related Person Transaction Policy and Procedures. All approved related person transactions, other than Competitive Matters, shall be reported to the full Board. All related person transactions shall be reported to the Audit Committee Chair.

In identifying and making determinations with respect to Conflict Matters, the Conflicts Committee may direct Company management to report to it such matters and may take into consideration the recommendations of Company management with respect thereto. The Conflicts Committee's consideration and determination with respect to the Conflicts Matters shall include overseeing the negotiation of the terms and conditions relating to such Conflicts Matters being approved and determining whether approval of Conflicts Matters is in the best interests of the Company.

Notwithstanding the above, management is not required to bring to the Conflicts Committee for determination decisions not to bid on an opportunity or not to pursue lines of business if such bids or lines of business are not within the scope of the Company's current or potential business in the foreseeable future. In addition, management is not required to bring to the Conflicts Committee the engagement of a business development consultant unless such consultant is DX, LLC, IBX or another IBX Affiliate. For purposes of this Charter, scope of the Company's business shall be as described in the Company's quarterly and annual filings with the Securities' and Exchange Commission.

The Conflicts Committee shall not report the Competitive Matters to the full Board. The Conflicts Committee shall, with respect to Conflict Matters that are not Competitive Matters and that under law, the Certificate of Incorporation, the Bylaws or any delegation of authority or authorization matrix are to be considered and determined by the full Board ("Full Board Matters"), make a recommendation to the full Board for its determination.

- d. In addition to the foregoing, the Conflicts Committee shall also carry out such other duties as may be delegated to it by the Board from time to time.
- e. Except with respect to any Conflict Matters requiring approval by the full Board under applicable law, the Conflicts Committee's determination with respect to any Competitive Matter presented to it by the Board, by management or otherwise in the scope of its authority in accordance with this Charter shall represent the duly authorized determination of the Company with respect thereto and no further action of the Board shall be required in respect thereof. If any Competitive Matter presented to the Conflicts Committee by the Board, by management or otherwise in the scope of its authority in accordance with this Charter requires approval by the full Board under applicable law, the Board will not approve

such matter or recommend such matter to the stockholders of the Company for approval without a prior favorable recommendation with respect to such matter by the Conflicts Committee. Such full Board approval may involve recusal by interested directors, as the disinterested members of the Board shall determine.

- f. The Conflicts Committee shall review this Charter annually and submit any recommended changes to the Board for its consideration and approval.

3. Authority and Reliance

- a. The Conflicts Committee is authorized to identify Conflict Matters within the scope of the Conflicts Committee's purpose as set forth under "Purpose and Authority" above.
- b. The Conflicts Committee shall have the authority to act within the scope of its purpose. In furtherance thereof, the Conflicts Committee shall have full authority to (i) access all books, records, facilities and personnel of the Company, (ii) retain, terminate and determine funding for such independent legal, financial or other advisors or consultants as the Conflicts Committee deems necessary or appropriate for the Conflicts Committee to fulfill its responsibilities and to rely on the guidance or opinions of such advisors or consultants, to the extent the Conflicts Committee reasonably believes such guidance or opinions to be within the expertise of such advisors or consultants, as applicable, and (iii) request and direct any officer or personnel of the Company or its Affiliates, the Company's outside counsel, inside counsel, independent auditors or internal auditors to attend a meeting of the Conflicts Committee or to meet with any members of, or consultants to, the Conflicts Committee and to take such actions as the Conflicts Committee may deem necessary or appropriate in furtherance of its purpose.
- c. The Company shall provide appropriate funding, as determined by the Conflicts Committee and without further action by the Board, for payment of: (i) any advisors employed by the Conflicts Committee and (ii) ordinary administrative expenses of the Conflicts Committee necessary or appropriate for carrying out its responsibilities.
- d. The Conflicts Committee shall have and may exercise all the powers of the Board, except as may be prohibited by law, the Certificate of Incorporation, the Bylaws or the rules of any applicable stock exchange, with respect to all matters encompassed by this Charter and within its scope of authority.

4. Conflicts Committee Members

- a. The Conflicts Committee will consist of at least three directors, all of whom are deemed by the Board to be (i) "independent" in accordance with the independence requirements of any applicable stock exchange, to the extent applicable, and any additional requirements that the Board deems appropriate or as may be required by law and (ii) disinterested with respect to the matters to be presented to the Conflicts Committee.
- b. For the avoidance of doubt, no member of the Conflicts Committee shall serve simultaneously as (i) an officer or employee of the Company, (ii) a director, officer or employee of IBX or any other IBX Affiliate or (iii) a member of the Conflicts Committee of any other IBX Affiliate.
- c. The Conflicts Committee members shall elect a Chair from amongst their members by vote of a majority of the full Conflicts Committee.
- d. The members of the Conflicts Committee shall serve until their successors are duly appointed and qualified (or until their earlier death, resignation or removal). The Board shall have the authority at any time to remove, with or without cause, one or more members

of the Conflicts Committee.

5. Independence of Several Conflicts Committees

- a. Each IBX Affiliate has established a Conflicts Committee of its board of directors.
- b. In accordance with the Antitrust Policy, the Conflicts Committee of each IBX Affiliate shall operate entirely independent of IBX and IBX Affiliates and their respective Affiliates, equityholders, officers, directors, employees, representatives and agents (collectively, "IBX Affiliate Persons"). Under the Antitrust Policy, IBX Affiliate Persons of one IBX Affiliate are prohibited from communicating with respect to, influencing, recommending, or otherwise attempting to affect consideration or determinations with respect to Competitive Matters by the Conflicts Committee of any other IBX Affiliate, subject to a limited exception for DX as provided below. In furtherance of the Antitrust Policy, Members of the Conflicts Committee, employees of the Company involved in its considerations and discussions and its advisors, consultants, counsel and agents shall refrain from communicating with respect to Competitive Matters with IBX Affiliate Persons, except to the extent determined by the Conflicts Committee to be necessary for the Conflicts Committee to evaluate and determine whether to approve teaming or joint venture arrangement with an IBX Affiliate, and subject to a limited exception for DX as provided below.
- c. Under the Antitrust Policy, the members of each Conflicts Committee and employees who participate in its meetings, discussions or determinations and its advisors, consultants, counsel and agents are bound by strict confidentiality restrictions and firewalls/information barriers that prohibit and prevent the exchange of confidential and/or competitively sensitive information beyond the Conflicts Committee and others directly involved in such meetings, discussions or determinations with respect to a given matter.
- d. DX is an IBX Affiliate that may provide business development related services to other IBX Affiliates including the Company. The Company may engage with DX pursuant to the DX rules of engagement included in the Antitrust Policy if the Conflicts Committee has concluded that pursuing the opportunity in question is reasonably in the best interest of the Company and that it could be helpful for DX to assist.
 - e. If DX is not available to assist the Company with regard to an opportunity, the Company nonetheless will be expected to pursue the opportunity. In such a case, the Company may seek the advice of another business consultant regarding the suitability of the Company for the opportunity. If the Company proceeds with an opportunity previously approved by the Conflicts Committee, no further consideration or determination of such opportunity by the Conflicts Committee shall be required. If management no longer recommends proceeding with the opportunity following a determination that DX is not available to assist, or otherwise, management must demonstrate to the Conflicts Committee why pursuing such opportunity is no longer in the best interests of the Company.

The Conflicts Committee shall then make a final determination as to whether to approve management's decision not to pursue the opportunity as not being in the best interests of the Company, taking into account such matters as it considers appropriate, including input from Company officers and such outside advisors as it deems appropriate.

6. Conflicts Committee Meetings

- a. The Conflicts Committee shall meet at the call of the Chair of the Conflicts Committee or

any member of the Conflicts Committee. The Conflicts Committee will meet as often as necessary to accomplish its purpose as described herein. All Conflicts Committee members are expected to attend each meeting, in person or via video or teleconference. Meetings may, at the discretion of the Conflicts Committee, include members of the Company's management, independent advisors or consultants and such other persons as the Conflicts Committee or the Chair may determine. Minutes of each meeting shall be prepared.

- b. A majority of the total number of Conflicts Committee members then in office shall constitute a quorum for the transaction of business at any meeting. All matters shall be decided by the affirmative vote of a majority of the Conflicts Committee membership present in person or via teleconference at a meeting duly called and held (or, if the quorum consists of two members of the Conflicts Committee, both members present). The Conflicts Committee may also act by unanimous written consent in lieu of a meeting.

7. Indemnification and Limitation of Liability

The Company shall indemnify and advance expenses to each member of the Conflicts Committee in connection with such member's service on the Conflicts Committee to the fullest extent permitted by applicable law and in accordance with the Certificate of Incorporation and Bylaws. No member of the Conflicts Committee shall be liable to the Company or its stockholders in respect of their service on the Conflicts Committee, or any acts or omissions in connection therewith, to the fullest extent permitted by law and in accordance with the Certificate of Incorporation.

8. Expense Reimbursement

The Company will reimburse the members of the Conflicts Committee for all of their reasonable out-of-pocket costs of attending Conflicts Committee meetings.

INTUITIVE MACHINES, INC.
August 24, 2023