## UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549

### FORM 8-K

#### **CURRENT REPORT**

## PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): June 23, 2023

## INTUITIVE MACHINES, INC.

(Exact name of registrant as specified in its charter)

Delaware001-4082336-5056189(State or other jurisdiction of incorporation)(Commission File Number)(IRS Employer Identification No.)

## 3700 Bay Area Blvd, Suite 600 Houston, TX 77058

(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: (281) 520-3703

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- O Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- O Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common stock, par value \$0.0001 per share	LUNR	The Nasdaq Stock Market LLC
Warrants to purchase one share of Class A Common stock, each at an	LUNRW	The Nasdaq Stock Market LLC
exercise price of \$11.50 per share		

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company X

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. 0

# Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On June 23, 2023, the Board of Directors (the "Board") of Intuitive Machines, Inc. (the "Company" or "we," "us" and "our") increased the size of its Board from five to six and appointed Nicole Seligman to the Board, effective immediately. Ms. Seligman will serve as a Class II director with an initial term expiring at the Company's 2025 annual meeting of stockholders and until her successor is duly elected and qualified or until her earlier death, resignation or removal. Ms. Seligman was also appointed to serve as a member of the nominating and corporate governance committee of the Board and as a member of the conflicts committee of the Board, effective immediately.

In connection with her service as a non-employee director, Ms. Seligman is eligible to participate in and will receive compensation in accordance with the Company's non-employee director compensation program as amended on June 23, 2023 (the "Director Compensation Program"). The Director Compensation Program was amended to provide that a non-employee director serving on the conflicts committee and nominating and governance committee will receive an additional annual retainer of \$15,000 (chair) or \$7,500 (non-chair) for such service. In addition, in connection with her appointment to the Board, Ms. Seligman received a restricted stock unit award with an aggregate value of \$155,000 on June 23, 2023, pursuant to our 2023 Long Term Omnibus Incentive Plan and the form of Director RSU Agreement (filed as Exhibit 10.2 to this Current Report on Form 8-K). The 2023 Non-Employee Director RSUs will vest in full on the earlier to occur of (i) the one-year anniversary of the grant date and (ii) the date of the Company's next annual meeting following the grant date, subject to the applicable non-employee director's continuous service.

The foregoing description of the Director Compensation Program is qualified in its entirety by reference to the full text of the Director Compensation Program, which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Ms. Seligman is also expected to enter into into the Company's standard indemnification agreement for directors and officers.

#### Item 7.01 Regulation FD Disclosure.

A copy of the press release issued by the Company announcing the appointment described above is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated in this Item 7.01 by reference. The information in this Item 7.01 (including Exhibit 99.1) shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or otherwise subject to the liabilities under that Section and shall not be deemed to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

## Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Amended and Restated Director Compensation Program (effective June 23, 2023)
10.2	Form of Director Restricted Stock Unit Award Agreement
99.1	Press release on Intuitive Machines, Inc., dated June 23, 2023
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

## **SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: June 23, 2023 INTUITIVE MACHINES, INC.

By: /s/ Erik Sallee

Name: Erik Sallee

Title: Chief Financial Officer

#### INTUITIVE MACHINES, INC.

#### AMENDED AND RESTATED NON-EMPLOYEE DIRECTOR COMPENSATION PROGRAM

Eligible Directors (as defined below) on the board of directors (the "*Board*") of Intuitive Machines, Inc. (the "*Company*") shall be eligible to receive cash and equity compensation as set forth in this Amended and Restated Non-Employee Director Compensation Program (this "*Program*"). The cash and equity compensation described in this Program shall be paid or be made, as applicable, automatically as set forth herein and without further action of the Board, to each member of the Board who is not an employee of the Company or any of its parents, affiliates or subsidiaries (each, an "*Eligible Director*"), unless such Eligible Director declines the receipt of such cash or equity compensation by written notice to the Company.

This Program shall become effective upon the Effective Date (as defined below), and shall remain in effect until it is revised or rescinded by further action of the Board. This Program may be amended, modified or terminated by the Board at any time in its sole discretion. No Eligible Director shall have any rights hereunder, except with respect to equity awards granted pursuant to Section 2 of this Program. For purposes of this Program, the "*Effective Date*" shall mean the date on which it is approved by the Board.

#### 1. <u>Cash Compensation</u>.

- a. <u>Annual Retainers</u>. Each Eligible Director shall be eligible to receive an annual cash retainer of \$55,000 for service on the Board.
- b. <u>Additional Annual Retainers</u>. An Eligible Director shall be eligible to receive the following additional annual retainers, as applicable:
- (i) <u>Audit Committee</u>. An Eligible Director serving as Chairperson of the Audit Committee shall be eligible to receive an additional annual retainer of \$20,000 for such service. An Eligible Director serving as a member of the Audit Committee (other than the Chairperson) shall be eligible to receive an additional annual retainer of \$10,000 for such service.
- (ii) <u>Compensation Committee</u>. An Eligible Director serving as Chairperson of the Compensation Committee shall be eligible to receive an additional annual retainer of \$15,000 for such service. An Eligible Director serving as a member of the Compensation Committee (other than the Chairperson) shall be eligible to receive an additional annual retainer of \$7,500 for such service.
- (iii) <u>Nominating and Corporate Governance Committee</u>. An Eligible Director serving as Chairperson of the Nominating and Corporate Governance Committee shall be eligible to receive an additional annual retainer of \$15,000 for such service. An Eligible Director serving as a member of the Nominating and Corporate Governance Committee (other than the Chairperson) shall be eligible to receive an additional annual retainer of \$7,500 for such service.
- (iv) <u>Conflicts Committee</u>. An Eligible Director serving as Chairperson of the Conflicts Committee shall be eligible to receive an additional annual retainer of \$15,000 for such service. An Eligible Director serving as a member of the Conflicts Committee (other than the Chairperson) shall be eligible to receive an additional annual retainer of \$7,500 for such service.

c. <u>Payment of Retainers</u>. The annual cash retainers described in Sections 1(a) and 1(b) shall be earned on a quarterly basis based on a calendar quarter and shall be paid by the Company in arrears not later than 30 days following the end of each calendar quarter. In the event an Eligible Director does not serve as a director, or in the applicable positions described in Section 1(b), for an entire calendar quarter, the retainer paid to such Eligible Director shall be prorated for the portion of such calendar quarter actually served as a director, or in such position, as applicable.

## 2. <u>Equity Compensation</u>.

- a. <u>General</u>. Eligible Directors shall be granted the equity awards described below. The awards described below shall be granted under and shall be subject to the terms and provisions of the Company's 2023 Long Term Omnibus Incentive Plan or any other applicable Company equity incentive plan then-maintained by the Company (such plan, as may be amended from time to time, the "*Equity Plan*") and may be granted subject to the execution and delivery of award agreements, including attached exhibits, in substantially the forms approved by the Board prior to or in connection with such grants. All applicable terms of the Equity Plan apply to this Program as if fully set forth herein, and all grants of equity awards hereby are subject in all respects to the terms of the Equity Plan. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Equity Plan.
- b. <u>June 2023 Awards</u>. Each Eligible Director who is serving on the Board as of the first Board meeting in June 2023 shall be granted a Restricted Stock Unit award with a value of \$155,000 (the "*June 2023 Award*"). The number of Restricted Stock Units subject to each June 2023 Award will be determined by dividing the value by the closing price for the Company's Class A common stock on the grant date. Each June 2023 Award shall vest in full on the earlier to occur of (i) the one-year anniversary of the grant date and (ii) the date of the next Annual Meeting following the grant date, subject to continued service through the applicable vesting date.
- c. <u>Initial Awards</u>. Each Eligible Director who is initially elected or appointed to serve on the Board after the June 2023 Award has been granted automatically shall be granted a Restricted Stock Unit award (the "*Initial Equity Award*"). The number of Restricted Stock Units subject to an Initial Equity Award will be determined by dividing the Pro-Rated Value by the closing price for the Company's Class A common stock on the applicable grant date. The Initial Equity Award shall be granted on the date on which such Eligible Director is appointed or elected to serve on the Board, and shall vest in full on the earlier to occur of (i) the one-year anniversary of the applicable grant date and (ii) the date of the next Annual Meeting following the grant date, subject to such Eligible Director's continued service through the applicable vesting date. The "*Pro-Rated Value*" shall equal \$155,000, multiplied by a fraction, (i) the numerator of which is the difference between 365 and the number of days from the immediately preceding Annual Meeting date through the appointment or election date and (ii) the denominator of which is 365.
- d. <u>Annual Awards</u>. An Eligible Director who is serving on the Board as of the date of the Annual Meeting each calendar year beginning with calendar year 2024 shall be granted a Restricted Stock Unit award with a value of \$155,000 (an "*Annual Award*" and together with the June 2023 Awards and the Initial Equity Awards, the "*Director Equity Awards*"). The number of Restricted Stock Units subject to an Annual Award will be determined by dividing the value by the closing price for the Company's Class A common stock on the applicable grant date. Each Annual Award shall vest in full on the earlier to occur of (i) the one-year anniversary of the applicable grant date and (ii) the date of the next Annual Meeting following the grant date, subject to continued service through the applicable vesting date.

e.	Accelerated Vesting Events. Notwithstanding the foregoing, an Eligible Director's Director Equity Award(s	s) shall
vest in full immedia	ely prior to the occurrence of a Change in Control to the extent outstanding at such time.	

3. <u>Compensation Limits</u>. Notwithstanding anything to the contrary in this Program, all compensation payable under this Program will be subject to any limits on the maximum amount of non-employee Director compensation set forth in the Equity Plan, as in effect from time to time.

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#### RESTRICTED STOCK UNIT AWARD AGREEMENT

This Restricted Stock Unit Award Agreement (this "<u>Agreement</u>") is dated as of [\_\_], 202[\_], and is made by and between Intuitive Machines, Inc., a Delaware corporation (the "<u>Company</u>"), and the participant whose name appears on the signature page to this Agreement ("<u>Participant</u>"). Capitalized terms used herein and not defined shall have the meaning ascribed to such terms in the Intuitive Machines, Inc. 2023 Omnibus Long Term Incentive Plan, as amended from time to time.

#### Witnesseth:

<u>Whereas</u>, the Board has adopted the Plan to motivate Eligible Persons of the Company or its Affiliates by providing them with an ownership interest in the Company;

*Whereas*, the Company has granted to Participant of the aggregate number of Restricted Stock Units set forth on the signature page to this Agreement; and

<u>Whereas</u>, Participant and the Company desire to enter into an agreement to evidence and confirm the grant of such Restricted Stock Units on the terms and conditions set forth herein.

*Now, therefore,* to evidence the Restricted Stock Units so granted, and to set forth the terms and conditions governing such Restricted Stock Units, the Company and Participant hereby agree as follows:

- 1. <u>Definition of Change in Control</u>. "Change in Control" shall be deemed to occur upon any of the following events:
- (i) any "person" as such term is used in Sections 13(d) and 14(d) of the Exchange Act (other than (A) the Company or any of its Affiliates, (B) any trustee or other fiduciary holding securities under any employee benefit plan of the Company or any of its Affiliates, (C) an underwriter temporarily holding securities pursuant to an offering of such securities, (D) an entity owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of Common Stock, or (E) a member of the Investor Group or the Investor Group collectively) becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, by way of merger, consolidation, recapitalization, reorganization or otherwise, of more than fifty percent (50%) of the total voting power of the then outstanding voting securities of the Company;
- (ii) the cessation of control (by virtue of their not constituting a majority of directors) of the Board by the individuals who (x) were directors on the Effective Date or (y) become directors after Effective Date and whose election or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then in office who were directors on the Effective Date or whose election or nomination for election was previously so approved;
- (iii) the consummation of (A) a merger, consolidation, reorganization or business combination of the Company with any other Person, (B) the sale or other disposition of all or substantially all of the assets of the Company or OpCo in any single transaction or series of related transactions or (C) the acquisition of assets or equity interests of another Person by the Company or OpCo, in each case other than a transaction that would result in the voting securities constituting a majority of the total voting power of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the entity that survives such transaction or that, as a result of the transaction, controls or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company following such transaction (such entity, the "Surviving Entity")), directly or indirectly, at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or the Surviving Entity outstanding immediately after such transaction; or

(iv) the consummation of a plan of complete liquidation of the Company or the sale or disposition by the Company of all or substantially all the Company's assets.

Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any Award (or any portion of an Award) that provides for the deferral of compensation that is subject to Section 409A of the Code, to the extent required to avoid the imposition of additional taxes under Section 409A of the Code, the transaction or event described in subsection (i), (ii), (iii), or (iv) with respect to such Award (or portion thereof) shall only constitute a Change in Control for purposes of the payment timing of such Award if such transaction also constitutes a "change in control event," as defined in Treasury Regulation Section 1.409A-3(i)(5).

2. <u>Grant</u>. The Company hereby evidences and confirms its grant to Participant, effective as of the date hereof (the "<u>Grant Date</u>"), of the aggregate number of Restricted Stock Units set forth on the signature page hereof.

## 3. <u>Vesting.</u>

- (a) <u>Vesting</u>. Except as otherwise provided in this Agreement, subject to the continuous engagement of Participant by the Company or any Affiliate through the applicable vesting date, the Restricted Stock Units shall vest in full on the earlier to occur of (i) the one-year anniversary of the Grant Date and (ii) the date of the next Company Annual Meeting following the Grant Date.
- (b) <u>Change in Control</u>. All of the unvested Restricted Stock Units shall immediately vest upon a Change in Control, if Participant is engaged by the Company or any Affiliate at the time of the applicable Change in Control.
- (c) <u>Board Acceleration</u>. The Board may accelerate the vesting of all or any portion of the Restricted Stock Units, at any time and from time to time. Notwithstanding the immediately preceding sentence, except as approved by the Board, no Restricted Stock Units shall vest after the date on which Participant receives a notice of termination of engagement from the Company, or tenders a notice of termination to the Company, as applicable.

## 4. Forfeiture.

- (a) <u>Termination</u>. In the event Participant's service to the Company and its Affiliates is terminated for any reason, the Restricted Stock Units (or portion thereof) that are not vested as of Participant's termination of service shall be immediately forfeited and cancelled on the date of such termination of service.
- (b) <u>Breach of Unauthorized Disclosure</u>. If Participant violates or fails to comply with the confidentiality or other restrictive covenant provisions contained in any written agreement by and between Participant and the Company that are in effect, then all Restricted Stock Units (whether vested or unvested) shall be automatically and immediately forfeited and canceled without consideration therefor.
- 5. <u>Transferability</u>. Except as expressly permitted under Section 14(b) of the Plan, the Restricted Stock Units may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution.
- 6. <u>Settlement.</u> As soon as reasonably practicable after each vesting date, but in no event later than 60 days after such vesting date, the Company will issue to Participant a number of shares of Common Stock equal to the number of Restricted Stock Units that vested on such date.
- 7. *Forfeiture; Recovery of Compensation*. By accepting, or being deemed to have accepted, the Restricted Stock Units, Participant expressly agrees to be bound by the terms of any clawback or

recoupment policy of the Company that applies to incentive compensation that includes the Restricted Stock Units.

#### 8. *General Provisions*.

- (a) <u>Plan Provisions</u>. The Restricted Stock Units granted hereunder are being issued pursuant to and in accordance with the Plan (a copy of which has been made available to Participant) and, as such, are subject in all respects to the Plan, all of the terms of which are made a part of and incorporated into this Agreement. In the event of any conflict between any term of this Agreement and the terms of the Plan, the terms of the Plan shall control.
- (b) <u>No Rights as a Stockholder</u>. Participant shall have no voting or other rights as a stockholder of the Company with respect to any Restricted Stock Units (or portion thereof) until the Restricted Stock Units (or portion thereof) have been settled and issued in accordance with the terms and conditions of Section 6 of this Agreement and Section 9(d)(ii) of the Plan.
- (c) <u>Limitations Applicable to Section 16 Persons</u>. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the grant notice, this Agreement and the RSUs will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent applicable laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.
- (d) <u>Binding Effect; Benefits; Assignability</u>. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or Participant without the prior written consent of the other party.
- (e) <u>Amendment</u>. This Agreement may be amended, modified or supplemented only by a written instrument executed by Participant and the Company; <u>provided</u>, <u>however</u>, that, without Participant's consent, the Board may amend (such amendment to have the minimum economic effect necessary, as determined by the Board in its sole discretion) this Agreement in such a manner as may be necessary or appropriate to avoid having the Restricted Stock Units become subject to the penalty provisions of Section 409A of the Code.

## (f) Section 409A.

- (i) <u>Generally</u>. This award is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, "<u>Section 409A</u>"). However, notwithstanding any other provision of the Plan or this Agreement, if at any time the Board determines that this award (or any portion thereof) may be subject to Section 409A, the Board shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Board determines are necessary or appropriate for this award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.
- (ii) Specified Employee. If Participant is a "specified employee" (as such term is defined for purposes of Code Section 409A) at the time of his termination of service, no amount that is nonqualified deferred compensation subject to Code Section 409A and that becomes payable by reason of such termination of service shall be paid to Participant (or in the event of Participant's death, Participant's representative or estate) before the earlier of (i) the first business day after the date that is six months

following the date of Participant's termination of service, and (ii) within 30 days following the date of Participant's death. For purposes of Code Section 409A, a termination of service shall be deemed to occur only if it is a "separation from service" within the meaning of Code Section 409A, and references in the Plan and this Agreement to "termination of service" or similar terms shall mean a "separation from service." If the Restricted Stock Units are or become subject to Code Section 409A, unless this Agreement provides otherwise, such Restricted Stock Units shall be payable upon Participant's "separation from service" within the meaning of Code Section 409A. If the Restricted Stock Units are or become subject to Code Section 409A and if payment of such Restricted Stock Units would be accelerated or otherwise triggered under a Change in Control, then the definition of Change in Control shall be deemed modified, only to the extent necessary to avoid the imposition of any additional tax under Code Section 409A, to mean a "change in control event" as such term is defined for purposes of Code Section 409A.

- (g) <u>Severability</u>. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.
- (h) <u>Assignability</u>. The Company may assign any of its rights under this Agreement to a single or multiple assignees, and this Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in this Agreement or the Plan, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.
- (i) <u>Counterparts; Section Headings</u>. This Agreement may be executed in any number of counterpart, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. The parties hereto agree to accept a signed facsimile or portable document format copy of this Agreement as a fully binding original. Except as otherwise indicated, references herein to any "Section" means a "Section" of this Agreement, and the section headings in this Agreement are for purposes of reference only and shall not limit or define the meaning hereof.
- (j) *Entire Agreement*. This Agreement, together with the Plan and any other documents incorporated by reference herein, constitutes the entire obligation of the parties with respect to the grant of Restricted Stock Units and supersedes any prior written or oral expressions of intent or understanding with respect to such subject matter.

-- Signature page follows --

In Witness whereof, the Company and Participabove written.	pant have executed this Restricted Stock Unit Award Agreement as of the date first
	Intuitive Machines, Inc.
	By: Name: Title:
	Participant
	Address:
Number of Restricted Stock Units: []	

## Intuitive Machines Announces Appointment of Nicole Seligman to Board of Directors

**HOUSTON, TX – June 23, 2023** – Intuitive Machines, Inc. (Nasdaq: LUNR, LUNRW) ("Intuitive Machines") or the ("Company"), a leading space exploration, infrastructure, and services company, today announced Nicole Seligman is joining its Board of Directors. Ms. Seligman's distinguished career has included senior leadership roles in global public companies, and she brings extensive business and corporate governance experience accompanied by exceptional achievements in the legal profession.

"Nicole's expertise in business, public company leadership, and corporate governance will have an immediate impact on Intuitive Machines reaching its fullest potential," said Steve Altemus, CEO of Intuitive Machines. "We look forward to her strategic acumen and deep understanding of navigating complex regulatory landscapes to continue the Company's growth and success in the aerospace industry."

"Leadership is the beacon that guides us through solving humanity's hardest problems," said Kam Ghaffarian, Intuitive Machines Chairman of the Board. "Nicole's proven track record in guiding major corporations will further support Intuitive Machines' efforts to open access to the Moon for the progress of humanity."

Ms. Seligman was the President of Sony Entertainment, Inc., a multinational entertainment company, from 2014 to 2016 and of Sony Corporation of America from 2012 to 2016. From 2005 through 2014, she served as the Executive Vice President and global General Counsel of Sony Corporation. She joined Sony in 2001 as Executive Vice President and General Counsel of Sony Corporation of America. Prior to joining Sony, she was a partner in the litigation practice at Williams & Connolly LLP where she worked on a broad range of complex civil and criminal matters and counseled a broad range of clients, including President William Jefferson Clinton and Hillary Clinton. Ms. Seligman served as law clerk to Justice Thurgood Marshall on the Supreme Court of the United States from 1984 to 1985 and as law clerk to Judge Harry T. Edwards at the U.S. Court of Appeals for the District of Columbia Circuit from 1983 to 1984. Ms. Seligman currently serves on the board of Meira GTx Holdings plc and Paramount Global (formerly known as ViacomCBS, Inc.). She previously served on the boards of directors of Viacom Inc. through December 2019, when it merged with CBS Corp., WPP plc, where she was the Senior Independent Director, Far Point Acquisition Corporation and Far Peak Acquisition Corporation. Ms. Seligman received her B.A., magna cum laude, from Harvard College (Radcliffe) and her J.D., magna cum laude, from Harvard Law School, where she was a winner of the Sears Prize.

## **About Intuitive Machines**

Intuitive Machines is a diversified space company focused on space exploration. Intuitive Machines supplies space products and services to support sustained robotic and human exploration to the Moon, Mars, and beyond. Intuitive Machines' products and services are offered through its four business units: Lunar Access Services, Orbital Services, Lunar Data Services, and Space Products and Infrastructure. For more information, please visit intuitivemachines.com.

## **Contacts**

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