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): January 11, 2023

ProFrac Holding Corp.
(Exact name of registrant as specified in its charter)

Delaware	**001-41388**	**87-2424964**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

333 Shops Boulevard, Suite 301 **Willow Park, Texas** **(Address of principal executive offices)**	**76087** **(Zip Code)**

(254) 776-3722
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

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:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-(c))

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

Title of each class	Trading Symbol(s)	Name of exchange on which registered
Class A common stock, par value $0.01 per share	**ACDC**	**The Nasdaq Global Select Market**
Warrants, each 124.777 warrants exercisable for one share of Class A common stock at an exercise price of $717.47 per share	**ACDCW**	**The Nasdaq Global Select Market**

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 ☒

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. ☐

Item 1.01 Entry into a Material Definitive Agreement.

The information set forth in Item 5.02 below is incorporated by reference into this Item 1.01.

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

On January 11, 2023, the Board of Directors (the "***Board***") of ProFrac Holding Corp., a Delaware corporation (the "***Company***"), approved the following actions, each effective as of January 13, 2023 (the "***Effective Date***"):

(i)the size of the Company's Board was increased from five to six members, in accordance with the Amended and Restated Certificate of Incorporation (as currently in effect, the "***Charter***") and the Amended and Restated Bylaws of the Company;

(ii)Mr. Coy Randle was promoted from the position of Chief Operating Officer to become a member of the Board, filling the vacancy created by the increase in Board size described above; and

(iii)Mr. Phillip Blaine Wilbanks, the Company's Senior Vice President of Operations, was promoted to the position of Chief Operating Officer.

Coy Randle – Mr. Randle, 61, joined the Company in May 2018 as the Company's Senior Vice President of Operations, and has served as the Company's Chief Operating Officer since October 2018. Mr. Randle has over 40 years of experience in the energy industry. Prior to joining the Company, Mr. Randle provided technical consulting services for New Tech Global Ventures, LLC from 2017 to May 2018. Prior to that, Mr. Randle served as Chief Operating Officer of FTS International, Inc. ("***FTSI***"), now an indirect subsidiary of the Company, from March 2010 to October 2015, as Senior Vice President of Operations from January 2008 to March 2010, and as Division Manager from March 2007 to January 2008. As a director, Mr. Randle will be entitled to the compensation payable to the Company's non-employee directors under the Company's director compensation program.

Consulting Agreement – In addition to his promotion to the Board, Mr. Randle entered into a Consulting Agreement with the Company, effective as of the Effective Date, pursuant to which Mr. Randle will provide general operational advice to the Company and its direct and indirect operating subsidiaries, reporting to the Company's Executive Chairman, in exchange for an annual fee of $200,000. The Company will also pay healthcare insurance premiums on behalf of Mr. Randle and will allow Mr. Randle to use a company vehicle for the duration of the Consulting Agreement. The Consulting Agreement has a term of one (1) year, provided that it will automatically renew for one (1) additional year unless either party notifies the other in writing at least thirty (30) days prior to the initial one-year termination date. Either party may terminate the Consulting Agreement at any time upon fourteen (14) days' written notice. The Consulting Agreement contains certain confidentiality, assignment of intellectual property, and non-competition provisions, as well as a general release of claims. The independent members of the Company's Audit Committee approved the Consulting Agreement.

First Amendment to Stockholders' Agreement – Mr. Randle is being appointed to the Board as a designee of Farris Wilks under the Stockholders' Agreement, dated as of May 17, 2022, by and among the Company and the Principal Stockholders (as defined therein) (the "***Stockholders' Agreement***"). In connection with the increase to the size of the Board and Mr. Randle's promotion to the Board, the Stockholders' Agreement was amended by the parties thereto to (i) account for the increased size of the Board, (ii) increase the number of directors that the Farris Parties (as defined therein) have the right to designate to the Board thereunder from one to two, (iii) reflect that Mr. Randle is a "Farris Designee" (as defined therein), and (iv) make certain other conforming amendments. The Principal Stockholders consented to the increase to the size of the Board, and the independent members of the Company's Audit Committee approved the amendment to the Stockholders' Agreement (the "***First Amendment to Stockholders' Agreement***").

Phillip Blaine Wilbanks – Mr. Wilbanks, 39, has served as the Company's Senior Vice President of Operations since August 2018. Prior to joining ProFrac, he spent 13 years at FTSI, serving in multiple roles of increasing responsibility, including Director of Engineering and Chief Operating Officer of FTSI's joint venture in China. Mr. Wilbanks holds a B.S. in Petroleum Engineering from Texas A&M University, and an M.B.A. from The Pennsylvania State University.

Employment Agreement – In connection with Mr. Wilbanks's appointment as the Company's Chief Operating Officer, the Company entered into an executive employment agreement with Mr. Wilbanks, effective as of the Effective Date (the "***Employment Agreement***"). The Employment Agreement provides for an initial term of one (1) year and will renew for subsequent one (1) year periods, unless the Company provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current term. Additionally, the Employment Agreement provides for a base salary of $375,000 per annum, which may be adjusted annually in the discretion of the compensation committee of the board of directors. The Company may terminate Mr. Wilbanks' employment for Cause or without Cause and Mr. Wilbanks may terminate his employment for Good Reason or without Good Reason (as such terms are defined in the Employment Agreement). In the event Mr. Wilbanks's employment is terminated by the Company without Cause or by Mr. Wilbanks for Good Reason, Mr. Wilbanks will be entitled to a severance payment in an amount equal to (i) his base salary in effect on the date of termination and (ii) his prior year's annual bonus, adjusted to reflect the percentage of days worked in the year terminated.

Mr. Wilbanks will be entitled to participate in the Company's various incentive compensation programs, including without limitation the Company's 2022 Long Term Incentive Plan.

Indemnification Agreement – Also, in connection with Mr. Wilbanks's appointment as the Company's Chief Operating Officer, the Company entered into an indemnification agreement with Mr. Wilbanks, effective as of the Effective Date (the "***Indemnification Agreement***"). The Indemnification Agreement, which is the same form of indemnification agreement the Company has entered into with its directors and other officers, requires the Company to indemnify Mr. Wilbanks to the fullest extent permitted under Delaware law against liability that may arise by reason of his service to the Company as an officer, and to advance expenses incurred as a result of any proceeding against him as to which he could be indemnified.

The foregoing descriptions of the Consulting Agreement, the First Amendment to Stockholders' Agreement, the Employment Agreement, and the Indemnification Agreement are not complete and are qualified in their entirety by reference to the full text of the Consulting Agreement, the First Amendment to Stockholders' Agreement, the Employment Agreement, and the Indemnification Agreement, which are attached as Exhibits 10.1, 10.2, 10.3 and 10.4, respectively, to this Current Report on Form 8-K and are incorporated into this Item 5.02 by reference.

Item 8.01 Other Events.

Second Amended and Restated Charter – In connection with the increase to the size of the Board and the promotion of Mr. Randle to the Board as a Farris Designee, certain of the Principal Stockholders representing at least a majority of the Company's outstanding shares of Class A common stock, par value $0.01 per share, and Class B common stock, par value $0.01 per share, adopted, pursuant to a written consent, an amendment and restatement of the Company's Charter (the "***Second A&R Charter***"). The Second A&R Charter effects amendments to the Company's Charter relating to the special voting power of the Wilks Directors (as defined therein) to account for the increase in the size of the Board and the increase in the number of directors that the Farris Parties (as defined in the Stockholders' Agreement) have the right to designate to the Board, pursuant to the First Amendment to Stockholders' Agreement, from one to two. Such amendments are generally intended to maintain (i) the special voting powers of the Wilks Directors, collectively, in meetings of the Board and any applicable Board committees, and (ii) the relative special voting powers of the "Farris Directors," on the one hand, and the "THRC Directors," on the other hand (as each such term is defined in the Second A&R Charter). In accordance with applicable rules of the Securities and Exchange Commission (the "***SEC***"), the Company anticipates distributing to the Company's stockholders an information statement relating to the Second A&R Charter (the "***Information Statement***"). The Second A&R Charter will become effective only upon the filing of the Second A&R Charter with the Secretary of State of the State of Delaware, which shall not occur until at least twenty (20) calendar days after distribution of the Information Statement in accordance with applicable SEC rules.

The foregoing description of the Second A&R Charter is not complete and is qualified in its entirety by reference to the full text of the form of Second A&R Charter, which is attached as Exhibit 10.5 to this Current Report on Form 8-K and incorporated into this Item 8.01 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Consulting Agreement, effective as of January 13, 2023 between ProFrac Holding Corp. and Mr. Coy Randle.
10.2	First Amendment to Stockholders' Agreement, effective as of January 13, 2023 between ProFrac Holding Corp. and the stockholders party thereto.
10.3	Employment Agreement, effective as of January 13, 2023, between ProFrac Holding Corp. and Phillip Blaine Wilbanks.
10.4	Indemnification Agreement (Phillip Blaine Wilbanks).
10.5	Form of Second Amended & Restated Certificate of Incorporation of ProFrac Holding Corp.

SIGNATURES

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.

PROFRAC HOLDING CORP.

By: /s/ Lance Turner
Name: Lance Turner
Title: Chief Financial Officer

Date: January 12, 2023

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this "Agreement") is made as of January 13, 2023, by and between ProFrac Holdings II, LLC, a Texas limited liability company (the "Company"), and Coy Randle ("Consultant").

WHEREAS, the Consultant currently serves as Chief Operating Officer of the Company (the "Chief Operating Officer");

WHEREAS, the Consultant is being promoted to become a member of the board of directors of the Company's publicly-traded parent company (the "Board Role") effective as of January 13, 2023 and, in connection therewith, is transitioning away from his role as Chief Operating Officer effective as of January 12, 2023 (the "Separation Date"); and

WHEREAS, in addition to his Board Role, the Company and Consultant desire that Consultant provide certain consulting services to the Company after the Separation Date, as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, and to support a valid release of claims as described herein, each intending to be legally bound, do hereby agree as follows:

1.**Last Day of Employment.** Consultant's last day of employment with the Company or any affiliate thereof shall be the Separation Date. As of the Separation Date, Consultant agrees that all of his employment duties and responsibilities for and on behalf of the Company or any affiliate thereof shall end except as explicitly stated herein.

2.**Consulting Relationship.** After the Separation Date and during the term of this Agreement, Consultant will provide consulting services to the Company as described on Exhibit A hereto (the "Services"). Consultant shall perform the Services consistent with his skills, training and experience and in accordance with generally accepted industry standards.

3.**Fees.** As consideration for the Services to be provided by Consultant and other obligations, including Consultant's waiver and release of claims set forth in Exhibit D attached hereto and incorporated herein by reference, the Company shall pay to Consultant the amounts specified in Exhibit B hereto at the times specified therein. Consultant agrees that in addition to consideration for the Services to be provided by Consultant and the Board Role, such fees constitute valid consideration in exchange for Consultant's general release of claims as set forth in Exhibit D to which Consultant would not otherwise be entitled to receive.

4.**Expenses.** Consultant shall not be authorized to incur on behalf of the Company any expenses and will be responsible for all expenses incurred while performing the Services unless otherwise agreed to by the Company's Executive Chairman, which consent shall be evidenced in writing for any expenses in excess of $250. As a condition to receipt of reimbursement, Consultant shall be required to submit to the Company reasonable evidence that the amount involved was both reasonable and necessary to the Services provided under this Agreement. The expense report should be submitted with the Chief Financial Officer within 30 days from the date of the expense.

5.**Term and Termination.** Consultant shall serve as a consultant to the Company for a period commencing immediately after the Separation Date. The Agreement term is one (1) year, provided that this Agreement shall automatically renew for one (1) additional year unless either party notifies the other in writing at least sixty (60) days prior to the initial one year termination date.

Notwithstanding the above, either party may terminate this Agreement at any time upon fourteen (14) days' written notice; provided, that the termination of this Agreement for any reason shall not terminate or in any way affect Consultant's covenants and obligations as set forth in Exhibit C hereof. In the event of such termination, Consultant shall be paid for any portion of the Services that have been performed prior to the termination.

6.**Independent Contractor.** Consultant's relationship with the Company will be that of an independent contractor and not that of a co-venturer, agent, representative, or an employee of the Company, and no act, action or omission to act of Consultant shall in any way be binding upon or obligate the Company. No change in Consultant's duties as a consultant of the Company or in connection with the Board Role shall result in, or be deemed to be, a modification of the terms of this Agreement. Consultant shall not be treated as an employee for Federal tax purposes. Consultant hereby represents and warrants to the Company that Consultant is an independent contractor for Federal, state and local tax purposes. Further, Consultant hereby covenants and agrees to pay any and all Federal, state and local taxes required by law to be paid by an independent contractor, including, without limitation, any taxes imposed by the Self Employment Contribution Act, any state worker's compensation insurance coverage requirements and any U.S. immigration visa requirements.

7.**Method of Provision of Services.** Consultant shall be solely responsible for determining the method, details and means of performing the Services.

(a)**No Authority to Bind Company.** Consultant acknowledges and agrees that Consultant has no authority hereunder to enter into contracts that bind the Company or create obligations on the part of the Company without the prior written authorization of the Company.

(b)**No Benefits.** Consultant acknowledges and agrees that Consultant shall not be eligible hereunder for any Company employee benefits.

(c)**Withholding; Indemnification.** Consultant shall have full responsibility for applicable taxes for all compensation paid to Consultant under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Consultant's self-employment, sole proprietorship or other form of business organization. **Consultant agrees to indemnify, defend and hold the Company harmless from any liability for, or assessment of, any claims or penalties with respect to (i) such withholding taxes, labor or employment requirements, including any liability for, or assessment of, withholding taxes imposed on the Company by the relevant taxing authorities with respect to any compensation paid to Consultant hereunder; and (ii) Consultant's gross negligence or willful misconduct in connection with any action or inaction taken with respect to the Services**.

8.**Supervision of Consultant's Services.** All of the services to be performed by Consultant, including but not limited to the Services, will be as agreed between Consultant and the Company's Executive Chairman. Consultant will be required to report to the Executive Chairman concerning the Services performed under this Agreement. The nature and frequency of these reports will be left to the discretion of the Executive Chairman. The manner and means used by the Consultant to perform the Services desired by the Company are in the sole discretion and control of the Consultant. At their own expense, the Parties shall comply with all applicable laws and orders regarding their respective activities related to this Agreement.

9.**Consulting or Other Services for Competitors.** Consultant represents and warrants that Consultant does not presently perform or intend to perform, during the term of the Agreement, consulting or other services for, or engage in or intend to engage in an employment relationship with, companies whose businesses or proposed businesses involve products or services which would be directly competitive with the Company's products or services in the areas in which Company is doing business. If, however, Consultant decides to do so, Consultant agrees that, in advance of accepting such work, Consultant will promptly notify the Company in writing, specifying the organization with which Consultant proposes to consult, provide services, or become employed by and to provide information sufficient to allow the Company to determine if such work would conflict with the terms of this Agreement, including the terms of the Confidentiality and Invention Assignment Agreement (described below), the interests of the Company or further services which the Company might request of Consultant. If the Company determines that such work conflicts with the terms of this Agreement, the Company reserves the right to terminate this Agreement immediately. In no event shall any of the Services be performed for the Company at the facilities of a third party or using the resources of a third party.

10.**Confidential Information and Invention Assignment Agreement.** Consultant shall sign, or has signed, a Confidentiality and Invention Assignment Agreement in the form set forth as Exhibit C hereto, on or before the date Consultant begins providing the Services.

11.**Conflicts with this Agreement.** Consultant represents and warrants that Consultant is not under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Consultant represents and warrants that Consultant's performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Consultant in confidence or in trust prior to commencement of this Agreement. Consultant warrants that Consultant has the right to disclose and/or or use all ideas, processes, techniques and other information, if any, which Consultant has gained from third parties, and which Consultant discloses to the Company or uses in the course of performance of this Agreement, without liability to such third parties. Notwithstanding the foregoing, Consultant agrees that Consultant shall not bundle with or incorporate into any deliveries provided to the Company herewith any third party products, ideas, processes, or other techniques, without the express, written prior approval of the Company. Consultant represents and warrants that Consultant has not granted and will not grant any rights or licenses to any intellectual property or technology that would conflict with Consultant's obligations under this Agreement. Consultant will not knowingly infringe upon any copyright, patent, trade secret or other property right of any former client, employer or third party in the performance of the Services.

12.**Miscellaneous.**

(a)**Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of Texas, without giving effect to principles of conflicts of law. Any party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the state or federal courts of Texas, and each Party hereby consents to the jurisdiction and venue of such courts.

(b)**Entire Agreement.** The recitals hereto are hereby incorporated herein by this reference. This Agreement, together with the exhibits hereto, sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(c)**Amendments and Waivers.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

(d)**Successors and Assigns.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

(e)**Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

(f)**Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(g)**Construction.** This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this

Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

(h)**Counterparts.** This Agreement may be executed in any number of counterparts, either manually or electronically, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.

(i)**Survival.** It is understood and agreed that, with the exception of obligations set forth or confirmed in this Agreement, the General Release of Claims set forth under Exhibit D is intended and shall be deemed to be a full and complete release of any and all claims that the Releasing Parties (as defined under the General Release of Claims) may or might have against the Company Releasees (as defined under the General Release of Claims) arising out of any occurrence on or before the expiration of the 7-day revocation period as set forth in the General Release of Claims (the "Release Effective Date") which is intended to cover and does cover any and all future damages not now known to the Releasing Parties or which may later develop or be discovered, including all causes of action arising out of or in connection with any occurrence on or before the Release Effective Date.

(j)**Exceptions.** This Agreement does not (i) prohibit or restrict the Consultant from communicating, providing relevant information to or otherwise cooperating with the Equal Employment Opportunity Commission (the "EEOC") or any other governmental authority with responsibility for the administration of fair employment practices laws regarding a possible violation of such laws or responding to any inquiry from such authority, including an inquiry about the existence of this Agreement or its underlying facts, or (ii) preclude Consultant from benefiting from class wide injunctive relief awarded in any fair employment practices case brought by any governmental agency, provided such relief does not result in Consultant's receipt of any monetary benefit or substantial equivalent thereof.

(k)**Section 409A.** The parties intend that this Agreement shall be interpreted and administered so that any amount or benefit payable hereunder shall be paid or provided in a manner that is either exempt from or compliant with Section 409A of the Internal Revenue Code of 1986, as amended, and its corresponding Treasury Regulations and IRS guidance ("Section 409A"). Consultant's right to receive any installment payments under this Agreement shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment as permitted under Section 409A. None of the Company, its affiliates or their respective directors, officers, employees or advisors will be held liable for any taxes, interest or other amounts owed by Consultant as a result of the application of Section 409A.

(l)**General.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

The parties have executed this Agreement as of the date set forth on this page below.

THE COMPANY:

PROFRAC HOLDINGS II, LLC

By:/s/ Matthew D. Wilks
(Signature)

Name: Matthew D. Wilks
Title: Executive Chairman

CONSULTANT:

/s/ Coy Randle
COY RANDLE

Date

Address:

Email:

EXHIBIT A

DESCRIPTION OF CONSULTING SERVICES

1.Consultant shall provide general operational advice with respect to the Company and its direct and indirect operating subsidiaries.

EXHIBIT B

COMPENSATION

- $200,000 annual fee
- Use of a Company vehicle
- Payment of health insurance premiums

EXHIBIT C

(*see attached*)

CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT

This Confidentiality and Invention Assignment Agreement (this "Agreement") is entered into between ProFrac Holdings II, LLC, a Texas limited liability company, for the benefit of itself and any of its parents, subsidiaries, affiliates, successors, assigns (collectively, the "Company") and Coy Randle (the "Consultant").

1. Definition of Confidential Information. As used in this Agreement, "Confidential Information" means confidential or proprietary information of or about the Company whether created before or after the execution of this Agreement, trade secrets (as defined by applicable law), and all information used in the Company's business that gives the Company a competitive advantage and is not generally known or readily ascertainable by independent investigation or proper means. By way of example and not limitation, Confidential Information is understood to include: technical information, including inventions, computer programs and processes, and know-how related to the Company's operations; financial information, including pricing structures and strategies; business information, including business plans, proposals, sales data, and acquisitions; incentive information; advertising and marketing information; customer and account information, including customer contacts, prospective customers, and specially negotiated terms with customers; manufacturer/supplier/vendor information; information about the Company's future plans, including marketing strategies, target markets, promotions, and research and development; information regarding the Company's personnel and employment policies and practices, including training programs and methodologies, consultant contact information, performance information, qualifications, and compensation data; and information regarding the Company's contractors, including contact information, and agreements. Confidential Information shall also include all proprietary information contained in any manual or electronic document or file created by the Company and provided or made available to the Consultant. Confidential Information does not include the Consultant's own compensation or benefits information. Confidential Information also does not include any information in the public domain, through no disclosure or wrongful act of the Consultant, to such an extent as to be readily available to competitors.

2.Acknowledgments and Promises Concerning Confidential Information.

(a) Acknowledgments. The Consultant understands and acknowledges that the Company has made and will make substantial investments to develop its trade secrets, Confidential Information, goodwill, and third-party and personnel relations; that such trade secrets and Confidential Information are worthy of protection; and that the protections afforded in this Agreement are no broader than necessary to protect the Company's trade secrets, Confidential Information, goodwill, and other legitimate business interests. The Consultant also acknowledges that his position with the Company creates a relationship of high trust and confidence, and that the Consultant's services are and will be of extraordinary value to the Company. The Consultant further understands, acknowledges, and agrees that (i) the Company may have previously provided Confidential Information to him before the execution of this Agreement; (ii) as a result of its business, the Company continually develops new and additional Confidential Information that has not been previously disclosed to the Consultant; and (iii) the Consultant has no legal or contractual right to receive such new and additional Confidential Information outside of this Agreement.

(b) Promises of the Company. In exchange for the Consultant's promises in this Agreement, the Company promises to provide the Consultant with access to previously undisclosed Confidential Information and specialized training related to the Consultant's duties, responsibilities, and authorities for the Company. The Company also promises to provide the Consultant throughout his performance of services with access to new and additional Confidential Information that has not been previously disclosed as it is generated in the future.

(c) Promises of Consultant. The Consultant acknowledges that all Confidential Information is considered confidential and proprietary to the Company. In exchange for the Company's promises in this Agreement, the Consultant promises at all times to hold in strictest confidence, and not to disclose, use, access, reproduce, copy, download, store, transmit, transfer, or distribute, any Confidential Information (including any Confidential Information of the Company disclosed before or after the execution of this Agreement) or specialized training methods except for the Company's benefit or with the prior written consent of the Company's Executive Chairman. Each of the forgoing actions in this Section 1(c) shall be considered a "Prohibited Act." The Consultant further promises to promptly advise the Company if the Consultant learns of any unauthorized release or use of any Confidential Information, and further promises to take reasonable measures to prevent unauthorized persons or entities from having access to, obtaining, being furnished with, disclosing, or using any Confidential Information.

If, and only if, the controlling state law applicable to the Consultant requires a time limit to be placed on restrictions concerning the post-employment use of Confidential Information for the restriction to be enforceable, then the restrictions on Prohibited Acts that involve Confidential Information that is not a trade secret will expire three (3) years after the Consultant's performance of services or other association with the Company ends. This time limit will not apply to (a) Confidential Information that qualifies as a trade secret, or (b) third party Confidential Information. The Company's trade secrets will remain protected for as long as they qualify as trade secrets under applicable law. Items of third party Confidential Information will remain protected for as long as allowed under the laws and/or separate agreements that make them confidential. Notwithstanding the foregoing, the Consultant will make reasonable efforts to provide the Company with advance notice if the Consultant is required to share Confidential Information after such Consultant's performance period with the Company.

(d) Use and Control of Other Proprietary Information and Items. All Confidential Information, and all files, records, documents, and similar items relating to the Company's business, whether they are prepared by the Consultant or come into the Consultant's possession in any other way and whether or not they contain or constitute trade secrets owned by the Company, are and shall remain the exclusive property of the Company and shall not be removed from the premises of the Company, or reproduced or distributed in any manner, under any circumstances whatsoever except as may be necessary to benefit the Company.

3. Third-Party Information. The Consultant recognizes that the Company will receive from third parties their confidential or proprietary information subject its duty to maintain the confidentiality of such information and to use it only for certain limited purposes. The Consultant shall hold all such confidential or proprietary information in the strictest confidence.

4.Inventions. To the fullest extent permitted by law, all discoveries, inventions, improvements, trade secrets (as defined by applicable law), know-how, negative know-how, works of authorship, or other intellectual property conceived, created, written, developed, or first reduced to practice by the Consultant before or after the execution of this Agreement, alone or jointly, in the performance of the Consultant's services for the Company ("Inventions") shall be the sole and exclusive property of the Company. The Consultant acknowledges that all original works of authorship protectable by copyright that are produced by the Consultant in the performance of services for the Company are "works made for hire" as defined in the United States Copyright Act (17 U.S.C. § 101). In addition, to the extent that any such works are not works made for hire under the United States Copyright Act, the Consultant hereby assigns without further consideration all right, title, and interest in such works to the Company. The Consultant shall promptly and fully disclose to the Company all Inventions, shall treat all Inventions as Confidential Information, and hereby assigns to the Company without further consideration all of the Consultant's right, title, and interest in and to any and all Inventions, whether or not copyrightable or patentable. The Consultant shall execute all papers, including applications, invention assignments, and copyright assignments, and shall otherwise assist the Company as reasonably required to memorialize, confirm, and perfect in the Company the rights, title, and other interests granted to the Company under this Agreement. If, in the course of performance with the Company, the Consultant incorporates into a Company product, process, or machine, a prior invention owned by the Consultant or in which the Consultant has an interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, and sell such prior invention as part of or in connection with such product, process, or machine.

[Signature Page Follows]

THE COMPANY:

PROFRAC HOLDINGS II, LLC

By:_
(Signature)

Name: Matthew D. Wilks
Title: Executive Chairman

CONSULTANT:

_
COY RANDLE

_
Date

Address:
__
__
Email:__

EXHIBIT D

(*see attached*)

GENERAL RELEASE OF CLAIMS

1. Release. In consideration for the substantial benefits being provided to the Consultant in connection with his termination of employment under the Consulting Agreement, attached hereto and incorporated herein by reference (the "Agreement"), the Consultant, for himself, his agents, legal representatives, assigns, heirs, distributees, devisees, legatees, administrators, personal representatives and executors (collectively with the Consultant, the "Releasing Parties"), hereby releases and discharges, to the extent permitted by law, the Company and its present and past subsidiaries and affiliates, its controlling shareholders, its and their respective successors and assigns, and the present and past directors or shareholders, officers, agents and representatives of each of the foregoing (collectively, the "Company Releasees"), from any and all claims, demands, actions, liabilities and other claims for relief and remuneration whatsoever, whether known or unknown, from the beginning of the world to the date the Consultant signs this Agreement, but otherwise including, without limitation, any claims arising out of or relating to the Consultant's employment with and termination of employment from the Company, for wrongful or constructive discharge, for breach of contract, for discrimination or retaliation under any federal, state or local fair employment practices law, including, Title VII of the Civil Rights Act of 1964 (as amended by the Civil Rights Act of 1991), the Family and Medical Leave Act, the Americans with Disabilities Act, the Older Workers Benefit Protection Act of 1990, and the Age Discrimination in Employment Act. The released, waived, and discharged claims also include, but are not limited to, all individual, class and/or representative claims of any kind arising under the Texas Labor Code including the Texas Payday Act, the Texas Anti-Retaliation Act, Chapter 21 of the Texas Labor Code, the Texas Whistleblower Act;, for defamation or other torts, for wages, bonuses, incentive compensation, unvested equity, vacation pay or any other compensation or benefit, any claims under any tort or contract (express or implied) theory, any claims attributable to any equity ownership or rights to equity-based awards or compensation (including but not limited to any equity appreciation awards, rights, or options) allocated or otherwise attributed to or held by the Releasing Parties prior to the date the Consultant signs this Agreement, claims to attorneys' fees or costs, and any of the claims, matters and issues which could have been asserted by the Releasing Parties against the Company Releasees in any legal, administrative or other proceeding in any jurisdiction. Notwithstanding the foregoing, nothing in this release is intended to release or waive the Consultant's right to COBRA, unemployment insurance benefits, any other vested retirement benefits subject to federal law or the right to seek enforcement of this Agreement.

2. ADEA Release. This paragraph is intended to comply with the Older Workers Benefit Protection Act of 1990 ("OWBPA") with regard to the Consultant's waiver of rights under the Age Discrimination in Employment Act of 1967 ("ADEA"). By signing and returning this Agreement, the Consultant acknowledges that he:

(a) has carefully read and fully understands the terms of this General Release of Claims;

(b) is entering into this General Release of Claims voluntarily and knowing that he is releasing claims that he has or may have against the Company Releasees;

(a)is specifically waiving rights and claims under ADEA;

(b)understands that the waiver of rights under ADEA does not extend to any rights or claims arising after the date this General Release of Claims is signed by the Consultant; and

(c)is expressly advised to consult with an attorney before signing this General Release of Claims. The Consultant acknowledges that he has been advised to consult with an attorney before signing this General Release of Claims.

1.ADEA Revocation. Consultant acknowledges that he has been given the opportunity to consider this General Release of Claims for twenty-one (21) days before signing it. For a period of seven (7) days from the date Consultant signs this General Release of Claims, Consultant has the right to revoke this General Release of Claims by written notice pursuant to Section 12 of the Agreement. As set forth therein, the Agreement shall not become effective or enforceable until the expiration of the revocation period.

[Signature Page Follows]

PLEASE CAREFULLY REVIEW AND SIGN THIS DOCUMENT

I, Coy Randle, acknowledge that I was informed and understand that I have 21 days within which to consider this General Release of Claims, have been advised of my right to consult with an attorney regarding such General Release of Claims and have considered carefully every provision of this General Release of Claims, and that after having engaged in those actions, I enter into the General Release of Claims (and the corresponding Consulting Agreement) as of the date below, which may be prior to the expiration of the 21-day period.

THE COMPANY:

PROFRAC HOLDINGS II, LLC

By:
(Signature)

Name: Matthew D. Wilks
Title: Executive Chairman

CONSULTANT:

COY RANDLE

Date

Address:

Email:

FIRST AMENDMENT TO
STOCKHOLDERS' AGREEMENT

This FIRST AMENDMENT TO STOCKHOLDERS' AGREEMENT (this "**Amendment**") effective as of January 13, 2023 (the "**Effective Date**"), by and between ProFrac Holding Corp., a Delaware corporation (the "**Company**") and each of the undersigned stockholders of the Company (the "**Stockholders**"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in that certain Stockholders' Agreement, dated as of May 17, 2022, entered into by and among the Company and the Stockholders (the "**Stockholders' Agreement"**).

WHEREAS, (i) pursuant to, and in accordance with, Article Fifth of the Charter, Section 3.9 of the Bylaws and Section 3.2(d) of the Stockholders' Agreement, the Company Board increased the size of the Board from five (5) directors to six (6) directors as of the Effective Date, and (ii) such increase was consented to by the Principal Stockholders as required under Section 3.1(a) of the Stockholders' Agreement; and

WHEREAS, the Company and the Stockholders desire to amend the Stockholders' Agreement as set forth in this Amendment, and this Amendment has been approved by the Company Independent Directors as required by and in accordance with Section 6.7 of the Stockholders' Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows, all as of the Effective Date:

1. **Amendment of Definition.** The definition of "Farris Designee" is hereby deleted in its entirety and replaced with the following:

""**Farris Designee**" and "**Farris Designees**" have the respective meanings set forth in Section 3.1(b)."

2. **Amendment of Section 2.1.** Section 2.1 of the Stockholders' Agreement is hereby deleted in its entirety and replaced with the following:

"Section 2.1 Term and Termination. This Agreement is effective as of the date hereof and shall terminate automatically (a) with respect to the THRC Parties, on the first date that the THRC Parties, based on their collective ownership of Company Common Stock, would no longer have the right to nominate any THRC Designee pursuant to Section 3.1(b), and (b) with respect to the Farris Parties, on the first date that the Farris Parties, based on their collective ownership of Company Common Stock, would no longer have the right to nominate any Farris Designee pursuant to Section 3.1(b). Notwithstanding the foregoing, the provisions of Article V and Article VI, and any claim for breach of the covenants set forth in this Agreement, shall survive the termination of this Agreement. The date that this Agreement terminates with respect to the THRC Parties or the Farris Parties, as applicable, is referred to herein as such Parties' "**Termination Date**." The first date that this Agreement has terminated with respect to both the THRC Parties and the Farris Parties is referred to herein as the "**Final Termination Date**.""

3. **Amendment of Section 3.1(b)**. Section 3.1(b) of the Stockholders' Agreement is hereby deleted in its entirety and replaced with the following:

"(b) Prior to the Trigger Date, the Company Board shall be comprised of (i) one director designated by the THRC Parties (a "**THRC Designee**" and any THRC Designee serving on the Company Board, a "**THRC Director**"), (ii) two directors designated by the Farris Parties (each, a "**Farris**

Designee" and, collectively, the "**Farris Designees**" and, together with the THRC Designee, the "**Principal Stockholder Designees**" and any Farris Designee serving on the Company Board, a "**Farris Director**" and, together with the THRC Director, the "**Principal Stockholder Directors**"), and (iii) three Company Independent Directors designated by the Company. The THRC Designee is Matthew Wilks, who shall be the THRC Director, and the Farris Designees are Sergei Krylov and James Coy Randle Jr., who shall be the Farris Directors. The initial Executive Chairman shall be Matthew Wilks. Prior to the Trigger Date, the Company's Executive Chairman shall not be changed without the prior written consent of the Principal Stockholders."

4.**Amendment of Section 3.1(c)(iii)**. Section 3.1(c)(iii) of the Stockholders' Agreement is hereby deleted in its entirety and replaced with the following:

"(iii) the class III directors shall include: (A) for so long as the THRC Group collectively owns Company Common Stock representing at least 5% of the outstanding shares of Company Common Stock, one THRC Designee, and (B) for so long as the Farris Group collectively owns Company Common Stock representing at least 5% of the outstanding shares of Company Common Stock, two Farris Designees."

5.**Effect of Amendment**. Except as amended hereby, the Stockholders' Agreement shall remain in full force and effect and in accordance with its terms. This Amendment shall be limited solely for the purpose and to the extent expressly set forth herein and nothing express or implied shall constitute an amendment, supplement, modification or waiver to any other term, provision or condition of the Stockholders' Agreement.

6.**Governing Law**. This Amendment will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law principles.

7.**Counterparts**. This Amendment may be executed in two or more counterparts (including by facsimile or other electronic means), each of which will be deemed an original but all of which together will constitute one and the same instrument. This Amendment will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first above written.

PROFRAC HOLDING CORP.

By: /s/ Robert J. Willette

Name: Robert J. Willette

Title: Chief Legal Officer, Secretary and Chief Compliance Officer

THRC HOLDINGS, LP

By: THRC Management, LLC, its General Partner

By: /s/ Dan H. Wilks

Name: Dan H. Wilks

Title: Manager

THE FARRIS AND JO ANN WILKS 2022 FAMILY TRUST

By: /s/ Farris C. Wilks

Name: Farris C. Wilks

FARRIS C. WILKS

By: /s/ Farris C. Wilks

Name: Farris C. Wilks

FARJO HOLDINGS, LP

By: FARJO Management, LLC, its General Partner

By: /s/ Farris C. Wilks

Name: Farris C. Wilks

Title: Manager

MATTHEW D. WILKS

By: /s/ Matthew D. Wilks

Name: Matthew D. Wilks

EXECUTIVE EMPLOYMENT AGREEMENT

This Employment Agreement (this "**Agreement**"), dated as of January 13, 2023 (the "**Effective Date**"), is entered into by and between ProFrac Holding Corp., a Delaware corporation (the "**Company**") and Phillip Blaine Wilbanks (the "**Executive**"). The Executive and the Company are each referred to herein as a "**Party**" and collectively as the "**Parties**."

Background

The Executive is presently employed as the Chief Operating Officer of the Company and will continue to serve as the Chief Operating Officer of the Company, effective as of the Effective Date. Executive shall serve as an officer of the Company in accordance with the terms and conditions of this Agreement. Accordingly, in consideration of the premises and the respective covenants and agreements of the Parties herein contained, and intending to be legally bound hereby, the Parties hereto agree as follows:

Agreement

1.Employment Period. Subject to the provisions for earlier termination hereinafter provided, the Executive's employment hereunder shall be for a term commencing on the Effective Date and ending on the first anniversary of the Effective Date (such period, the "**Initial Period**"); *provided, however*, the Executive's employment hereunder (if not earlier terminated) shall automatically renew for successive one -year periods on the first anniversary of the Effective Date and each anniversary thereafter (each such one-year extension period, a "**Renewal Period**"), unless either Party provides the other Party with written notice, at least 90 days prior to the end of the then-existing Initial Period or Renewal Period of an intent not to renew the Employment Period (a "**Notice of Non-Renewal**") following the end of the then-existing Initial Period or Renewal Period, as applicable. The period that the Executive is employed hereunder is referred to as the "**Employment Period**."

2.Terms of Employment.

(a)Position and Duties.

(i)During the Employment Period, the Executive shall serve as Chief Operating Officer of the Company and shall perform such duties as are usual and customary for such position and such other duties as the Company shall from time to time reasonably assign to the Executive. The Executive shall report directly to the Chief Executive Officer.

(ii)During the Employment Period, and excluding any periods of vacation and sick leave to which the Executive is entitled, the Executive agrees to devote substantially all of his business time, energy, skill and best efforts to the performance of his duties hereunder in a manner that will faithfully and diligently further the business and interests of the Company and its direct and indirect subsidiaries (collectively, the Company and its direct and indirect subsidiaries are referred to herein as the "**Company Group**"). Notwithstanding the foregoing, during the Employment Period it shall not be a violation of this Agreement for the Executive to (A) serve on corporate, civic or charitable boards or committees consistent with the Company's conflicts of interests policies and corporate

governance guidelines in effect from time to time, or (B) manage his personal investments, so long as such activities do not materially interfere with the performance of the Executive's responsibilities to the Company or any other member of the Company Group.

(iii)The Executive agrees that he will not take personal advantage of any business opportunity that arises during his employment by the Company and which may be of benefit to the Company or any other member of the Company Group.

(b)Compensation.

(i)Base Salary. During the Employment Period, the Executive shall receive a base salary (the "**Base Salary**") at the annualized rate of $375,000 per year, which amount may be increased or decreased by the Compensation Committee (the "**Compensation Committee**") of the Board of Directors of the Company (the "**Board**"), as provided below. The Base Salary shall be paid in installments at such intervals as the Company pays executive salaries generally, but not less often than monthly. The term "**Base Salary**" as utilized in this Agreement shall refer to Base Salary as so adjusted.

(ii)Omnibus Plan. In addition to the Base Salary, the Executive shall be eligible to participate in the Company's omnibus plan which may include a cash payment under the Short-Term Incentive Plan or stock awards under the Long-Term Incentive Plan as determined by the Compensation Committee annually, in its sole discretion.

(iii)Benefits. During the Employment Period, the Executive shall be eligible to participate in the same benefit plans, practices, policies and programs in which similarly situated executives of the Company are eligible to participate, subject to the terms and conditions of the applicable plans, practices, policies and programs in effect from time to time. The Company shall not, however, by reason of this Section 2(b)(iii), be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such plan, practice, policy or program, so long as such changes are similarly applicable to similarly situated executives of the Company generally.

(iv)Business Expenses. During the Employment Period, subject to Section 8(e), the Executive shall be entitled to receive reimbursement for all reasonable business expenses actually incurred by the Executive in the performance of the Executive's duties under this Agreement so long as the Executive timely submits all documentation for such expenses, as required by the applicable policy of the Company in effect from time to time. Any such reimbursement of expenses shall be made by the Company upon or as soon as practicable following receipt of such documentation (but in any event not later than the close of the Executive's taxable year following the taxable year in which the expense is incurred by the Executive). In no event shall any reimbursement be made to the Executive for any expenses incurred after the date of the Executive's termination of employment with the Company.

(v)Vacation. During the Employment Period, the Executive shall be entitled to paid vacation time each calendar year (pro-rated for any partial year of service) in accordance

with the plans, policies, programs and practices of the Company applicable to similarly situated executives.

3.Termination of Employment. Notwithstanding Section 1 above, the Executive's employment hereunder may end prior to the end of any then-existing Initial Period or Renewal Period, as applicable, pursuant to any of the circumstances described in this Section 3.

(a)Death or Disability. The Executive's employment hereunder shall automatically (and without any further action by any person or entity) terminate upon the Executive's death and shall terminate upon notice from the Company due to the Executive's Disability. For purposes of this Agreement, "**Disability**" shall exist if the Board determines that the Executive is unable, by reason of physical or mental impairment that continues for or is reasonably expected to continue for 120 consecutive days or a total of 180 days, whether or not consecutive (or for any longer period as may be required by applicable law), in any 12 month period, to fulfill his obligations hereunder (after accounting for reasonable accommodation, if applicable and required by applicable law). The Company is not, however, required to make unreasonable accommodations for the Executive or accommodations that would create an undue hardship on the Company. For purposes of clarity, this provision is not intended to, and does not, alter or affect any rights the Executive has to avail himself of leaves of absence in accordance with policies of the Company to similarly situated executives or rights under applicable disability and leave of absence laws, including, without limitation, the Americans with Disabilities Act and the Family and Medical Leave Act.

(b)Cause. The Company may terminate the Executive's employment during hereunder for Cause or without Cause. For purposes of this Agreement, "**Cause**" shall mean the occurrence of one or more of the following events:

(i)The Executive's willful failure or refusal, other than due to death or Disability, to perform, or gross negligence in performing, the Executive's obligations pursuant to this Agreement which, if capable of cure, is not cured within 15 days following a written notice being delivered to the Executive, which notice specifies such failure or negligence;

(ii)The Executive's willful commission of an act of fraud or material dishonesty in the performance of his duties or with respect to any member of the Company Group, the nature of which, and the support for which, shall be provided to Executive in writing;

(iii)The Executive's material breach of any Company Group policy applicable to the Executive and made known to the Executive which, if capable of cure, is not cured within 15 days following a written notice being delivered to the Executive, which notice specifies the applicable breach;

(iv)The indictment of the Executive, conviction of the Executive, or entry by the Executive of a guilty or no contest plea to any felony or any other crime or misdemeanor involving moral turpitude;

(v)Any breach by the Executive of his fiduciary duty or duty of loyalty to the Company or any member of the Company Group; or

(vi)The Executive's material breach of any of the provisions of this Agreement, or any other written agreement between the Executive and the Company which, if capable of cure, is not cured within 15 days following written notice thereof from the Company.

(c)Good Reason. The Executive's employment may be terminated by the Executive for Good Reason or by the Executive without Good Reason. For purposes of this Agreement, "**Good Reason**" shall mean the occurrence of any one or more of the following events without the Executive's prior consent:

(i)A material reduction in the Executive's duties, authority or responsibilities;

(ii)A material reduction of the Executive's Base Salary;

(iii)The relocation of the geographic location of the Executive's principal place of employment by more than 50 miles from the Company's headquarters as of the Effective Date; or

(iv)The Company's material breach of its obligations under this Agreement.

For purposes of this Agreement, a termination of employment by the Executive shall not be deemed to be for Good Reason unless (A) the Executive gives the Company written notice describing the event or events which are the basis for such termination within 90 days after the event or events occur, (B) such grounds for termination (if susceptible to correction) are not corrected by the Company within 30 days after the Company's receipt of such notice, and (C) the Executive terminates his employment no later than 45 days after the Executive provides notice to the Company in accordance with clause (A) of this paragraph.

(d)Notice of Termination. Any termination other than due to death shall be communicated by Notice of Termination from one Party to the other Party given in accordance with Section 8(c) below. For purposes of this Agreement, a "**Notice of Termination**" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated, and (iii) if the Date of Termination (as defined below) is other than the date of receipt of such notice, specifies the Date of Termination (which date shall be not more than 30 days after the giving of such notice or, in the case of a termination by the Executive for Good Reason, not more than 45 days after the date on which the Executive provides written notice in accordance with Section 3(c) above). The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Executive or the Company, respectively, hereunder or preclude the Executive or the Company, respectively, from asserting such fact or circumstance in enforcing the Executive's or the Company's rights hereunder.

(e)Date of Termination. "**Date of Termination**" means the date on which the Executive's employment terminates.

4.Obligations of the Company Upon Termination.

(a)Without Cause or for Good Reason. If the Employment Period ends due to the Company's termination of the Executive's employment without Cause (and not due to death or Disability) or due to the Executive's resignation for Good Reason, then the Executive shall be paid an amount (the "**Severance Amount**") equal to (A) one (1) times the Base Salary in effect on the Date of Termination and (B) the Annual Bonus with respect to the fiscal year immediately preceding the fiscal year in which the Date of Termination takes place, multiplied by a fraction, the numerator of which is the number of days in the period commencing on January 1 of the fiscal year which the Date of Termination takes place and ending on the Date of Termination, which Severance Amount shall be paid in equal monthly installments over a one (1) year period beginning on the Company's first regularly scheduled pay date that is on or after the date that is 60 days after the Date of Termination.

Notwithstanding anything herein to the contrary, it shall be a condition to the Executive's right to receive the Severance Amount that the Executive execute and deliver to the Company within 21 days (or 45 days, if required by applicable law) after receipt from the Company, and not revoke in any time provided by the Company to do so, a release of claims in a form reasonably acceptable to the Company (the "**Release**"), which Release shall release each member of the Company Group and their respective affiliates, and the foregoing entities' respective shareholders, members, partners, officers, managers, directors, fiduciaries, employees, representatives, agents and benefit plans (and fiduciaries of such plans) from any and all claims, including any and all causes of action arising out of the Executive's employment with the Company and any other member of the Company Group or the termination of such employment, but excluding all claims to the Severance Amount or any other claim that may first arise after the date the Release has been executed by the Executive. The form of Release shall be provided to the Executive within five days following the Date of Termination.

(b)Other Terminations. If the Executive's employment with the Company terminates by the Company for Cause or by the Executive without Good Reason, or upon the end of the Initial Period or a Renewal Period following either the Company's or the Executive's issuance of a Notice of Non-Renewal, the Company shall pay to the Executive the Accrued Obligations when due under applicable law and shall have no further severance obligations to the Executive under this Agreement.

5.Certain Excise Taxes. Notwithstanding anything to the contrary in this Agreement, if the Executive is a "disqualified individual" (as defined in Section 280G(c) of the Internal Revenue Code of 1986, as amended (the "**Code**")), and the payments and benefits provided for in this Agreement, together with any other payments and benefits which the Executive has the right to receive from the Company or any of their respective affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the payments and benefits provided for in this Agreement shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by the Executive from the Company or any of their respective affiliates shall be one dollar ($1.00) less than three times the Executive's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by the Executive shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to the Executive (taking into

account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The reduction of payments and benefits hereunder, if applicable, shall be made by reducing, first, payments or benefits to be paid in cash hereunder in the order in which such payment or benefit would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time) and, then, reducing any benefit to be provided in-kind hereunder in a similar order. The determination as to whether any such reduction in the amount of the payments and benefits provided hereunder is necessary shall be made by the Company in good faith. If a reduced payment or benefit is made or provided and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from the Company or any of their respective affiliates used in determining if a "parachute payment" exists, exceeds one dollar ($1.00) less than three times the Executive's base amount, then the Executive shall immediately repay such excess to the Company, as applicable, upon notification that an overpayment has been made. Nothing in this Section 5 shall require the Company or any of their respective affiliates to be responsible for, or have any liability or obligation with respect to, the Executive's excise tax liabilities under Section 4999 of the Code.

6.Full Settlement. The Company's obligations to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which any member of the Company Group may have against the Executive. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement and, except as expressly provided, such amounts shall not be reduced because the Executive obtains other employment following the Date of Termination.

7.Successors and Third-Party Beneficiaries.

(a)This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives.

(b)This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(c)The Company will require any successor (whether direct or indirect, by purchase merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Any successor to the Company's business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise shall be deemed the "Company" hereunder.

8.Miscellaneous.

(a)Governing Law; Submission to Jurisdiction. This Agreement shall in all respects be construed according to the laws of the State of Delaware without regard to its conflict of laws principles that would result in the application of the laws of another jurisdiction. With respect to any claim or dispute related to or arising under this Agreement, the Parties hereby consent to the arbitration provisions of Section 8(b) and recognize and agree that should any resort to a court be necessary and permitted under this Agreement, then they consent to the exclusive jurisdiction, forum and venue of the state and federal courts (as applicable) located in Fort Worth, Texas.

(b)Arbitration

(i)Any dispute, controversy or claim between the Executive and any member of the Company Group arising out of or relating to this Agreement or the Executive's employment or engagement with any member of the Company Group will be finally settled by arbitration in Fort Worth, Texas in accordance with the then-existing American Arbitration Association ("**AAA**") Employment Arbitration Rules. The arbitration award shall be final and binding on both Parties. Any arbitration conducted under this Section 8 shall be private, and shall be heard by a single arbitrator (the "**Arbitrator**") selected in accordance with the then-applicable rules of the AAA. The Arbitrator shall expeditiously hear and decide all matters concerning the dispute. Except as expressly provided to the contrary in this Agreement, the Arbitrator shall have the power to (i) gather such materials, information, testimony and evidence as the Arbitrator deems relevant to the dispute before him or her (and each Party will provide such materials, information, testimony and evidence requested by the Arbitrator), and (ii) grant injunctive relief and enforce specific performance. All disputes shall be arbitrated on an individual basis, and each Party hereto hereby foregoes and waives any right to arbitrate any dispute as a class action or collective action or on a consolidated basis or in a representative capacity on behalf of other persons or entities who are claimed to be similarly situated, or to participate as a class member in such a proceeding. The decision of the Arbitrator shall be reasoned, rendered in writing, be final and binding upon the disputing Parties and the Parties agree that judgment upon the award may be entered by any court of competent jurisdiction. The Party whom the Arbitrator determines is the prevailing party in such arbitration shall receive, in addition to any other award pursuant to such arbitration or associated judgment, reimbursement from the other Party of all reasonable legal fees and costs associated with such arbitration and associated judgment.

(ii)By entering into this Agreement and entering into the arbitration provisions of this Section 8(b), THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVING THEIR RIGHTS TO A JURY TRIAL.

(iii)Nothing in this Section 8(b) shall prohibit a Party to this Agreement from (A) instituting litigation to enforce any arbitration award, or (B) joining the other Party to this Agreement in a litigation initiated by a person or entity that is not a party to this Agreement. Further, nothing in this Section 8(b) precludes the Executive from filing a charge or complaint with a federal, state or other governmental administrative agency.

(c)Notices. All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other Party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive: at the Executive's most recent address on the records of the Company.

If to the Company:

c/o ProFrac Holding Corp.
333 Shops Boulevard
Suite 301
Willow Park, Texas 76087

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(d)Sarbanes-Oxley Act of 2002. Notwithstanding anything herein to the contrary, if the Company determines, in its good faith judgment, that any transfer or deemed transfer of funds hereunder is likely to be construed as a personal loan prohibited by Section 13(k) of the Exchange Act and the rules and regulations promulgated thereunder, then such transfer or deemed transfer shall not be made to the extent necessary or appropriate so as not to violate the Exchange Act and the rules and regulations promulgated thereunder.

(e)Section 409A.

(i)The Parties agree that this Agreement is intended to comply with the requirements of Section 409A of the Code and the regulations promulgated thereunder ("**Section 409A**") or an exemption therefrom.

(ii)For purposes of this Agreement, each amount to be paid or benefit to be provided hereunder (including any right to a series of installment payments) shall be construed as a separate identified payment or a right to a series of separate payments for purposes of Section 409A.

(iii)With respect to any reimbursement of expenses of, or any provision of in-kind benefits to, the Executive, as specified under this Agreement, such reimbursement of expenses or provision of in-kind benefits shall be subject to the following conditions: (i) the expenses eligible for reimbursement or the amount of in-kind benefits provided in one taxable year shall not affect the expenses eligible for reimbursement or the amount of in-kind benefits provided in any other taxable year, except for any medical reimbursement arrangement providing for the reimbursement of expenses referred to in Section 105(b) of the Code; (ii) the reimbursement of an eligible expense shall be made no later than the end of the year after the year in which such expense was incurred; and (iii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

(iv)Any payments to be made under this Agreement upon a termination of the Executive's employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A.

(v)Notwithstanding any provision in this Agreement to the contrary, if any payment or benefit provided for herein would be subject to additional taxes and interest under Section 409A if the Executive's receipt of such payment or benefit is not delayed until the earlier of (A) the date of the Executive's death or (B) the date that is six (6) months after the Date of Termination (such date, the "**Section 409A Payment Date**"), then such payment or benefit shall not be provided to the Executive (or the Executive's estate, if applicable) until the Section 409A Payment Date. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Section 409A and in no event shall the Company or any of their respective affiliates be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Executive on account of non-compliance with Section 409A.

(f)Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any provision or term hereof is deemed to have exceeded applicable legal authority or shall be in conflict with applicable legal limitations, such provision shall be reformed and rewritten as necessary to achieve consistency with such applicable law.

(g)Withholding. The Company may withhold and deduct from any amounts payable under this Agreement (a) all federal, state, local and other taxes as may be required pursuant to any law or governmental regulation or ruling and (b) any deductions consented to in writing by the Executive.

(h)No Waiver. The Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right the Executive or the Company may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(i)Employment-At-Will. The Executive acknowledges that his employment with the Company is "at-will" for all purposes and, subject to the termination and severance obligations contained in Sections 3 and 4 above, the Executive hereby agrees that the Company (and any other member of the Company Group that employs the Executive) may dismiss him and terminate his employment at any time, with or without Cause. Inclusion under any benefit plan or compensation arrangement will not give the Executive any right or claim to any benefit hereunder except to the extent such right has become fixed under the express terms of this Agreement.

(j)Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters covered herein and supersedes all prior and contemporaneous agreements and understandings, oral or written, between the Parties hereto concerning the subject matter hereof; *provided, however*, this Agreement will complement (and not supersede or replace) any other agreement between the Executive, on the one hand, and any member of the Company Group,

on the other hand, with respect to non-disclosure or protection of confidential information. This Agreement may be amended only by a written instrument executed by both Parties hereto.

(k)Survival. Section 4 (Obligations of the Company Upon Termination) and Section 8(b) (Arbitration) of this Agreement shall survive termination or expiration of the Employment Period and shall continue in effect following such time.

(l)Representations and Warranties. The Executive represents and warrants to the Company that (i) this Agreement is valid and binding upon and enforceable against him in accordance with its terms, (ii) the Executive is not bound by or subject to any contractual or other obligation that would be violated by his execution or performance of this Agreement, including, but not limited to, any non-competition agreement or other agreement or obligation with any third party or prior employer, and (iii) the Executive is not subject to any pending or, to the Executive's knowledge, threatened claim, action, judgment, order, or investigation that could adversely affect his ability to perform his obligations under this Agreement or the business reputation of the Company. The Executive has not entered into, and agrees that he will not enter into, any agreement either written or oral in conflict herewith. In performing his duties hereunder, the Executive will not use or disclose any trade secrets or legally protected information belonging to any prior employer or any entity that is not a member of the Company Group.

(m)Consultation with Counsel. The Executive acknowledges that he has had a full and complete opportunity to consult with counsel and other advisors of his own choosing concerning the terms, enforceability and implications of this Agreement, and that the Company has not made any representations or warranties to the Executive concerning the terms, enforceability or implications of this Agreement other than as reflected in this Agreement.

(n)Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

(o)Deemed Resignations. Except as otherwise determined by the Board or as otherwise agreed to in writing by the Executive and any member of the Company Group prior to the termination of the Executive's employment with the Company or any member of the Company Group, any termination of the Executive's employment shall constitute, as applicable, an automatic resignation of the Executive: (i) as an officer of the Company and each member of the Company Group; (ii) from the Board; and (iii) from the board of directors or board of managers (or similar governing body) of any member of the Company Group and from the board of directors or board of managers (or similar governing body) of any corporation, limited liability entity, unlimited liability entity or other entity in which any member of the Company Group holds an equity interest and with respect to which board of directors or board of managers (or similar governing body) the Executive serves as such Company Group member's designee or other representative.

[***Signatures follow on next page.***]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

PROFRAC HOLDING CORP.

By:/s/ Jonathan Ladd Wilks
Name: Jonathan Ladd Wilks
Title: Chief Executive Officer

EXECUTIVE

Signature: /s/ Phillip Blaine Wilbanks
Print Name: Phillip Blaine Wilbanks

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("**Agreement**") is made as of January 13, 2023 by and between ProFrac Holding Corp., a Delaware corporation (the "**Company**"), and the individual identified as the Indemnitee on the signature page hereto ("**Indemnitee**").

RECITALS:

WHEREAS, directors, officers and other persons in service to corporations or business enterprises are subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself;

WHEREAS, highly competent persons have become more reluctant to serve as directors, officers or in other capacities unless they are provided with adequate protection through insurance and adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Board of Directors of the Company (the "**Board**") has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company and its stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, (i) the Amended and Restated Bylaws of the Company (as may be amended and/or restated, the "**Bylaws**") require indemnification of the officers and directors of the Company (ii) Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware ("**DGCL**") and (iii) the Bylaws and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification;

WHEREAS, this Agreement is a supplement to and in furtherance of the Bylaws and the Amended and Restated Certificate of Incorporation of the Company (as may be amended and/or restated, the "**Certificate of Incorporation**") and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefore, nor to diminish or abrogate any rights of Indemnitee thereunder; and

WHEREAS, (i) Indemnitee does not regard the protection available under the Bylaws and insurance as adequate in the present circumstances, (ii) Indemnitee may not be willing to serve or continue to serve as a director or officer of the Company without adequate protection, (iii) the Company desires Indemnitee to serve in such capacity, and (iv) Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that Indemnitee be so indemnified.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

Section 1. **Definitions**.

(a) As used in this Agreement:

"**Affiliate**" of any specified Person shall mean any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

"**Corporate Status**" describes the status of a person who is or was a director, officer, trustee, partner, general partner, manager, managing member, employee, agent or fiduciary of (i) the Company or (ii) any

other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other Enterprise which such person is or was serving at the request of the Company.

"**Disinterested Director**" shall mean a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

"**Enterprise**" shall mean the Company and any other corporation, constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger to which the Company (or any of its wholly owned subsidiaries) is a party, limited liability company, partnership, joint venture, trust, employee benefit plan, non-profit entity or other enterprise of which Indemnitee is or was serving at the request of the Company as a director, officer, general partner, manager, managing member, employee, trustee, agent or fiduciary.

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended.

"**Expenses**" shall mean all reasonable costs, expenses, fees and charges of any type or nature whatsoever, including, without limitation, attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, fees of private investigators and professional advisors, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, fax transmission charges, secretarial services and all other disbursements or expenses incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, settlement or appeal of, or otherwise participating in, a Proceeding, including reasonable compensation for time spent by Indemnitee for which he or she is not otherwise compensated by the Company or any third party. Expenses also shall include, without limitation, (i) Expenses incurred in connection with any appeal resulting from, incurred by Indemnitee in connection with, arising out of, or in respect of or relating to, any Proceeding, including, without limitation, the principal, premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, (ii) for purposes of Section 12(d) hereof only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, by litigation or otherwise, (iii) any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, and (iv) any interest, assessments or other charges in respect of the foregoing. "Expenses" shall not include "Liabilities."

"**Indemnity Obligations**" shall mean all obligations of the Company to Indemnitee under this Agreement, including the Company's obligations to provide indemnification to Indemnitee and advance Expenses to Indemnitee under this Agreement.

"**Independent Counsel**" shall mean a law firm of national reputation in the United States, or a partner or member of such a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five (5) years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder; provided, however, that the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

"**Liabilities**" shall mean all claims, liabilities, damages, losses, judgments, orders, fines, penalties and other amounts payable in connection with, arising out of, or in respect of or relating to any Proceeding, including, without limitation, amounts paid in settlement in any Proceeding and all costs and expenses in

complying with any judgment, order or decree issued or entered in connection with any Proceeding or any settlement agreement, stipulation or consent decree entered into or issued in settlement of any Proceeding.

"**Person**" shall mean any individual, corporation, partnership, limited partnership, limited liability company, trust, governmental agency or body or any other legal entity.

"**Proceeding**" shall mean any threatened, pending or completed action, claim, suit, arbitration, mediation, alternate dispute resolution mechanism, formal or informal hearing, inquiry or investigation, litigation, inquiry, administrative hearing or any other actual, threatened or completed judicial, administrative or arbitration proceeding (including, without limitation, any such proceeding under the Securities Act of 1933, as amended, or the Exchange Act or any other federal law, state law, statute or regulation), whether brought in the right of the Company or otherwise, and whether of a civil, criminal, administrative or investigative nature, in each case, in which Indemnitee was, is or will be, or is threatened to be, involved as a party, potential party, witness (including as a non-party witness) or otherwise by reason of the fact that Indemnitee is or was a director or officer of the Company, by reason of any actual or alleged action taken by Indemnitee (or a failure to take action by Indemnitee) or of any action (or inaction) on Indemnitee's part while acting as director or officer of the Company, or by reason of the fact that Indemnitee is or was serving at the request of the Company as a director, officer, trustee, partner, managing member, employee, agent or fiduciary of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan, non-profit entity or other Enterprise, in each case whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification, reimbursement, or advancement can be provided under this Agreement.

"**Sponsor Entities**" (a) means (i) the Principal Stockholders, as such term is defined in that certain Stockholders' Agreement, dated as of May 17, 2022, by and among the Company, THRC Holdings, LP, a Texas limited partnership, the Farris and Jo Ann Wilks 2022 Family Trust and Farris C. Wilks, an individual, as such agreement may be amended and/or restated from time to time, including without limitation by way of joinder, and (ii) any of their respective Affiliates, including Dan H. Wilks and Farris C. Wilks; provided, however, that neither the Company nor any of its subsidiaries shall be considered Sponsor Entities hereunder.

(b) For the purpose hereof, references to "fines" shall include any excise tax assessed with respect to any employee benefit plan; references to "serving at the request of the Company" shall include any service as a director, officer, employee, fiduciary, or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a Person who acted in good faith and in a manner such Person reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Agreement.

Section 2. **Indemnity in Third-Party Proceedings**. The Company shall indemnify and hold harmless Indemnitee, to the fullest extent permitted by applicable law, from and against all Liabilities and Expenses suffered or reasonably incurred (and, in the case of retainers, reasonably expected to be incurred) by Indemnitee or on Indemnitee's behalf in connection with any Proceeding (other than any Proceeding brought by or in the right of the Company to procure a judgment in its favor, which is provided for in Section 3 below), or any claim, issue or matter therein.

Section 3. **Indemnity in Proceedings by or in the Right of the Company**. The Company shall indemnify and hold harmless Indemnitee, to the fullest extent permitted by applicable law, from and against all Liabilities and Expenses suffered or reasonably incurred (and, in the case of retainers, reasonably expected to be incurred) by Indemnitee or on Indemnitee's behalf in connection with any Proceeding

brought by or in the right of the Company to procure a judgment in its favor, or any claim, issue or matter therein. No indemnification for Expenses shall be made under this Section 3 in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudged by a court to be liable to the Company, unless and only to the extent that the Delaware Court (as hereafter defined) or any court in which the Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification.

Section 4. **Indemnification for Expenses of a Party Who is Wholly or Partly Successful**. Notwithstanding any other provisions of this Agreement, and without limiting the rights of Indemnitee under any other provision hereof, including any rights to indemnification pursuant to Sections 2 or 3 hereof, to the fullest extent permitted by applicable law, to the extent that Indemnitee is successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, in whole or in part, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred (and, in the case of retainers, reasonably expected to be incurred) by Indemnitee or on Indemnitee's behalf in connection with each successfully resolved Proceeding, claim, issue or matter. For purposes of this Section 4 and without limitation, the termination of any Proceeding or claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Section 5. **Indemnification For Expenses of a Witness**. Notwithstanding any other provision of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a witness or otherwise a participant, including by receipt of a subpoena, in any Proceeding to which Indemnitee is not a party and is not threatened to be made a party, Indemnitee shall be indemnified against all Expenses suffered or reasonably incurred (or, in the case of retainers, reasonably expected to be incurred) by Indemnitee or on Indemnitee's behalf in connection therewith.

Section 6. **Additional Indemnification**. Notwithstanding any limitation in Sections 2, 3 or 4 hereof, the Company shall indemnify Indemnitee to the fullest extent permitted by applicable law if Indemnitee is a party to or threatened to be made a party to any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) by reason of Indemnitee's Corporate Status against all Liabilities and Expenses suffered or reasonably incurred (and, in the case of retainers, reasonably expected to be incurred) by Indemnitee in connection with such Proceeding. For purposes of this Section 6, "to the fullest extent permitted by applicable law" shall include, but not be limited to:

(a) the fullest extent permitted by the provision of the DGCL that authorizes or contemplates additional indemnification by agreement, or the corresponding provision of any amendment to or replacement of the DGCL; and

(b) the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

Section 7. **Exclusions**. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to indemnify or hold harmless Indemnitee, or, in the case of (a) and (c), to advance Expenses to Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy obtained by the Company or under any other indemnity provision, except with respect to any excess beyond the amount paid under such insurance policy or such other indemnity provision;

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act or similar provisions of state statutory law or common law;

(c) except as provided in Section 12(d) of this Agreement, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee or, if Indemnitee was nominated or designated to the Board by one of more of the Sponsor Entities, such Sponsor Entity, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee or, if Indemnitee was nominated or designated to the Board by one of more of the Sponsor Entities, such Sponsor Entity, against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law or (iii) such Proceeding is being brought by Indemnitee to assert, interpret or enforce Indemnitee's rights under this Agreement (for the avoidance of doubt, Indemnitee shall not be deemed, for purposes of this subsection, to have initiated or brought any claim by reason of (A) having asserted any affirmative defenses in connection with a claim not initiated by Indemnitee or (B) having made any counterclaim (whether permissive or mandatory) in connection with any claim not initiated by Indemnitee); or

(d) if a final decision by a court having jurisdiction in the matter that is not subject to appeal shall determine that such indemnification is not lawful.

Section 8. **Advancement**. Notwithstanding any provision of this Agreement to the contrary, the Company shall advance, to the extent not prohibited by applicable law, the Expenses reasonably incurred by Indemnitee in connection with (i) any Proceeding (or any part of any Proceeding) not initiated by Indemnitee or, if Indemnitee was nominated or designated to the Board by one of more of the Sponsor Entities, such Sponsor Entity, or (ii) any Proceeding (or any part of any Proceeding) initiated by Indemnitee or, if Indemnitee was nominated or designated to the Board by one of more of the Sponsor Entities, such Sponsor Entity, with the prior approval of the Board as provided in Section 7(c), and such advancement shall be made within thirty (30) days after the receipt by the Company of a statement or statements requesting such advances from time to time, whether prior to or after final disposition of any Proceeding. Advances shall be unsecured and interest free. Advances shall be made without regard to Indemnitee's ability to repay the Expenses and without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement. Advances shall include any and all Expenses reasonably incurred pursuing an action to enforce this right of advancement, including Expenses incurred preparing and forwarding statements to the Company to support the advances claimed. Indemnitee shall qualify for advances upon the execution and delivery to the Company of this Agreement, which shall constitute an undertaking providing that Indemnitee undertakes to repay the amounts advanced to the extent that it is ultimately determined that the Indemnitee is not entitled to be indemnified by the Company. Nothing in this Section 8 shall limit Indemnitee's right to advancement pursuant to Section 12(d) of this Agreement. This Section 8 shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Sections 7(a) or (c) hereof.

Section 9. **Procedure for Notification and Defense of Claim**.

(a) Indemnitee shall promptly notify the Company in writing of any Proceeding with respect to which Indemnitee intends to seek indemnification or advancement hereunder following the receipt by Indemnitee of written notice thereof (the date of such notification, the "**Submission Date**"). The written notification to the Company shall include a description of the nature of the Proceeding and the facts underlying the Proceeding. To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent

Indemnitee is entitled to indemnification following the final disposition of such Proceeding, including any appeal therein. Any delay or failure by Indemnitee to notify the Company hereunder will not relieve the Company from any liability which it may have to Indemnitee hereunder or otherwise than under this Agreement, and any delay or failure in so notifying the Company shall not constitute a waiver by Indemnitee of any rights under this Agreement. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification.

(b) In the event Indemnitee is entitled to indemnification and/or advancement with respect to any Proceeding, Indemnitee may, at Indemnitee's option, (i) retain counsel (including local counsel) selected by Indemnitee and approved by the Company to defend Indemnitee in such Proceeding, at the sole expense of the Company (which approval shall not be unreasonably withheld, conditioned or delayed), or (ii) have the Company assume the defense of Indemnitee in such Proceeding, in which case the Company shall assume the defense of such Proceeding with counsel selected by the Company and approved by Indemnitee (which approval shall not be unreasonably withheld, conditioned or delayed) within ten (10) days of the Company's receipt of written notice of Indemnitee's election to cause the Company to do so. If the Company is required to assume the defense of any such Proceeding, it shall engage legal counsel for such defense, and the Company shall be solely responsible for all fees and expenses of such legal counsel and otherwise of such defense. Such legal counsel may represent both Indemnitee and the Company (and any other party or parties entitled to be indemnified by the Company with respect to such matter) unless, in the reasonable opinion of legal counsel to Indemnitee, there is a conflict of interest between Indemnitee and the Company (or any other such party or parties) or there are legal defenses available to Indemnitee that are not available to the Company (or any such other party or parties). Notwithstanding either party's assumption of responsibility for defense of a Proceeding, each party shall have the right to engage separate counsel at its own expense. If the Company has responsibility for defense of a Proceeding, the Company shall provide the Indemnitee and its counsel with all copies of pleadings and material correspondence relating to the Proceeding. Indemnitee and the Company shall reasonably cooperate in the defense of any Proceeding with respect to which indemnification is sought hereunder, regardless of whether the Company or Indemnitee assumes the defense thereof. Indemnitee may not settle or compromise any Proceeding without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed. The Company may not settle or compromise any Proceeding without the prior written consent of Indemnitee (which consent shall not be unreasonably withheld, conditioned or delayed), unless such settlement provides for a full and final release of all claims asserted against Indemnitee.

Section 10. **Procedure Upon Application for Indemnification**.

(a) Upon written request by Indemnitee for indemnification pursuant to Section 9(a) hereof, if any determination by the Company is required by applicable law with respect to Indemnitee's entitlement thereto, such determination shall be made (i) if Indemnitee shall request such determination be made by Independent Counsel, by Independent Counsel, and (ii) in all other circumstances, (A) by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (C) if there are no such Disinterested Directors or, if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee, or (D) if so directed by the Board, by the stockholders of the Company holding a majority of the securities of the Company entitled to vote; and, if it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten (10) days after such determination. Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Expenses incurred by Indemnitee in so cooperating with the person, persons or entity

making such determination shall, to the fullest extent permitted by law, be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom. The Company will not deny any written request for indemnification hereunder made in good faith by Indemnitee unless a determination as to Indemnitee's entitlement to such indemnification described in this Section 10(a) has been made. The Company agrees to pay the reasonable fees and expenses of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Liabilities and Expenses arising out of or relating to this Agreement or its engagement pursuant hereto.

(b) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 10(a) hereof, (i) the Independent Counsel shall be selected by the Company within ten (10) days of the Submission Date (the cost of such Independent Counsel to be paid by the Company), (ii) the Company shall give written notice to Indemnitee advising it of the identity of the Independent Counsel so selected and (iii) Indemnitee may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company Indemnitee's written objection to such selection. Such objection by Indemnitee may be asserted only on the ground that the Independent Counsel selected does not meet the requirements of "Independent Counsel" as defined in this Agreement. If such written objection is made and substantiated, the Independent Counsel selected shall not serve as Independent Counsel unless and until Indemnitee withdraws the objection or a court has determined that such objection is without merit. Absent a timely objection, the person so selected shall act as Independent Counsel. If no Independent Counsel shall have been selected and not objected to before the later of (A) thirty (30) days after the Submission Date and (B) ten (10) days after the final disposition of the Proceeding, including any appeal therein, each of the Company and Indemnitee shall select a law firm or member of a law firm meeting the qualifications to serve as Independent Counsel, and such law firms or members of law firms shall select the Independent Counsel.

Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 12(a) of this Agreement, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

Section 11. **Presumptions and Effect of Certain Proceedings**.

(a) In making a determination with respect to entitlement to indemnification hereunder, the person, persons or entity making such determination shall, to the fullest extent not prohibited by applicable law, presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 9(a) of this Agreement, and the Company shall, to the fullest extent not prohibited by applicable law, have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. Neither the failure of the Company (including by its directors or Independent Counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) Subject to Section 12(e) hereof, if the person, persons or entity empowered or selected under Section 10 of this Agreement to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefore, the requisite determination of entitlement to indemnification shall, to the fullest extent not prohibited by applicable law, be deemed to have been made and Indemnitee shall be entitled to such indemnification, absent a prohibition of such indemnification under applicable law; provided, however, that such 60-day

period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the determination is to be made by Independent Counsel and Indemnitee objects to the Company's selection of Independent Counsel and the Independent Counsel ultimately selected requires such additional time for the obtaining or evaluating of documentation or information relating thereto; provided further, however, that such 60-day period may also be extended for a reasonable time, not to exceed an additional sixty (60) days, if the determination of entitlement to indemnification is to be made by the stockholders of the Company.

(c) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not (except as otherwise expressly provided in this Agreement) adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

(d) **Reliance as Safe Harbor**. For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the directors, managers, or officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise, its board, any committee of the board or any director, trustee, general partner, manager, or managing member, or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with the reasonable care by the Enterprise, its board, any committee of the board or any director, trustee, general partner, manager, or managing member. The provisions of this Section 11(d) shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(e) **Actions of Others**. The knowledge or actions, or failure to act, of any director, officer, agent, employee, or other representative of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

Section 12. **Remedies of Indemnitee**.

(a) Subject to Section 12(d) hereof, in the event that (i) a determination is made pursuant to Section 10 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement is not timely made pursuant to Section 8 of this Agreement, (iii) no determination of entitlement to indemnification shall have been timely made pursuant to Section 10(a) of this Agreement within sixty (60) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to Sections 4 or 5 or the third to the last sentence of Section 10(a) of this Agreement within ten (10) days after receipt by the Company of a written request therefor, (v) payment of indemnification pursuant to Sections 2, 3 or 6 of this Agreement is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification, or (vi) in the event that the Company or any other Person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or proceeding designed to deny, or to recover from, Indemnitee the benefits provided or intended to be provided to Indemnitee hereunder, Indemnitee shall be entitled to an adjudication by a court of Indemnitee's entitlement to such indemnification or advancement. Alternatively, Indemnitee, at Indemnitee's option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) In the event that a determination shall have been made pursuant to Section 10(a) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 12 shall be conducted in all respects as a *de novo* trial, or arbitration, on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 12 the Company shall have the burden of proving Indemnitee is not entitled to indemnification or advancement, as the case may be.

(c) If a determination shall have been made pursuant to Section 10(a) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 12, absent a prohibition of such indemnification under applicable law.

(d) The Company shall, to the fullest extent not prohibited by applicable law, be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 12 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement. It is the intent of the Company that Indemnitee not be required to incur Expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to Indemnitee hereunder. The Company shall indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefore) advance, to the extent not prohibited by applicable law, such Expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advancement from the Company under this Agreement or the Bylaws, or under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement or insurance recovery, as the case may be.

(e) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding, including any appeal therein; provided that, in absence of any such determination with respect to such Proceeding, the Company shall advance Expenses with respect to such Proceeding.

Section 13. **Non-Exclusivity; Survival of Rights; Insurance; Subrogation**.

(a) The rights of indemnification and to receive advancement as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation, the Bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in Indemnitee's Corporate Status prior to such amendment, alteration or repeal. The Company shall not adopt any amendment or alteration to, or repeal of, the Certificate of Incorporation or the Bylaws, the effect of which would be to deny, diminish or encumber the Indemnitee's rights to indemnification pursuant to this Agreement, the Certificate of Incorporation, the Bylaws or applicable law relative to such rights prior to such amendment, alteration or repeal. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement than would be afforded currently under the Bylaws or this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder

or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) The Company hereby acknowledges that Indemnitee may have certain rights to indemnification, advancement and insurance provided by one or more Persons with whom or which Indemnitee may be associated (including, without limitation, any Sponsor Entity). **The Company hereby acknowledges and agrees that (i) the Company shall be the indemnitor of first resort with respect to any Proceeding, Expense, Liability or matter that is the subject of the Indemnity Obligations, (ii) the Company shall be primarily liable for all Indemnity Obligations and any indemnification afforded to Indemnitee in respect of any Proceeding, Expense, Liability or matter that is the subject of Indemnity Obligations, whether created by applicable law, organizational or constituent documents, contract (including this Agreement) or otherwise, (iii) any obligation of any other Persons with whom or which Indemnitee may be associated (including, without limitation, any Sponsor Entity) to indemnify Indemnitee or advance Expenses or Liabilities to Indemnitee in respect of any Proceeding shall be secondary to the obligations of the Company hereunder, (iv) the Company shall be required to indemnify Indemnitee and advance Expenses or Liabilities to Indemnitee hereunder to the fullest extent provided herein without regard to any rights Indemnitee may have against any other Person with whom or which Indemnitee may be associated (including, without limitation, any Sponsor Entity) or insurer of any such Person and (v) the Company irrevocably waives, relinquishes and releases any other Person with whom or which Indemnitee may be associated (including, without limitation, any Sponsor Entity) from any claim of contribution, subrogation or any other recovery of any kind in respect of amounts paid by the Company hereunder.** In the event any other Person with whom or which Indemnitee may be associated (including, without limitation, any Sponsor Entity) or their insurers advances or extinguishes any liability or loss which is the subject of any Indemnity Obligation owed by the Company or payable under any Company insurance policy, the payor shall have a right of subrogation against the Company or its insurer or insurers for all amounts so paid which would otherwise be payable by the Company or its insurer or insurers under this Agreement. In no event will payment of an Indemnity Obligation by any other Person with whom or which Indemnitee may be associated (including, without limitation, any Sponsor Entity) or their insurers affect the obligations of the Company hereunder or shift primary liability for any Indemnity Obligation to any other Person with whom or which Indemnitee may be associated (including, without limitation, any Sponsor Entity). Any indemnification, insurance or advancement provided by any other Person with whom or which Indemnitee may be associated (including, without limitation, any Sponsor Entity) with respect to any liability arising as a result of Indemnitee's Corporate Status or capacity as an officer or director of any Person is specifically in excess over any Indemnity Obligation of the Company or any valid and collectible insurance (including but not limited to any malpractice insurance or professional errors and omissions insurance) provided by the Company under this Agreement.

(c) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, trustees, or agents of any Enterprise, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, officer, employee, trustee or agent under such policy or policies and such policies shall provide for and recognize that the insurance policies are primary to any rights to indemnification, advancement or insurance proceeds to which Indemnitee may be entitled from one or more Persons with whom or which Indemnitee may be associated (including, without limitation, any Sponsor Entity) to the same extent as the Company's indemnification and advancement obligations set forth in this Agreement. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has director and officer liability insurance in effect, the Company shall give prompt notice of the commencement of such Proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary and desirable action to cause such

insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies.

(d) In the event of any payment under this Agreement, the Company shall be subrogated to the rights of recovery of Indemnitee, including rights of indemnification provided to Indemnitee from any other person or entity with whom Indemnitee may be associated; provided, however, that the Company shall not be subrogated to the extent of any such payment of all rights of recovery of Indemnitee with respect to any Person with whom or which Indemnitee may be associated (including, without limitation, any Sponsor Entity).

(e) The indemnification and contribution provided for in this Agreement will remain in full force and effect regardless of any investigation made by or on behalf of Indemnitee.

Section 14. **Duration of Agreement; Not Employment Contract**. This Agreement shall continue until and terminate upon the latest of: (i) ten (10) years after the date that Indemnitee shall have ceased to serve as director, officer, employee or agent of the Company or any other Enterprise and (ii) one (1) year after the date of final termination of any Proceeding, including any appeal, then pending in respect of which Indemnitee is granted rights of indemnification or advancement hereunder and of any proceeding, including any appeal, commenced by Indemnitee pursuant to Section 12 of this Agreement relating thereto. This Agreement shall be binding upon the Company and its successors and assigns and shall inure to the benefit of Indemnitee and Indemnitee's heirs, executors and administrators. The Company shall require and cause any successor, and any direct or indirect parent of any successor, whether direct or indirect by purchase, merger, consolidation or otherwise, to all, substantially all or a substantial part, of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. This Agreement shall not be deemed an employment contract between the Company (or any of its subsidiaries or any other Enterprise) and Indemnitee. Indemnitee specifically acknowledges that Indemnitee's employment with the Company (or any of its subsidiaries or any other Enterprise), if any, is at will, and Indemnitee may be discharged at any time for any reason, with or without cause, except as may be otherwise provided in any written employment contract between Indemnitee and the Company (or any of its subsidiaries or any other Enterprise), other applicable formal severance policies duly adopted by the Board, or, with respect to service as a director of the Company, by the Certificate of Incorporation, the Bylaws or the DGCL.

Section 15. **Severability**. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by applicable law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

Section 16. **Enforcement**.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company or as a director, officer, trustee, partner, managing member, employee, agent or fiduciary

of the Enterprise, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director or officer of the Company or as a director, officer, trustee, partner, managing member, employee, agent or fiduciary of the Enterprise.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement is a supplement to and in furtherance of the Certificate of Incorporation, the Bylaws and applicable law, and shall not be deemed a substitute therefore, nor diminish or abrogate any rights of Indemnitee thereunder.

Section 17. **Modification and Waiver**. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties thereto. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision of this Agreement nor shall any waiver constitute a continuing waiver.

Section 18. **Notices**. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, (b) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed, (c) mailed by reputable overnight courier and receipted for by the party to whom said notice or other communication shall have been directed or (d) sent by facsimile transmission, with receipt of oral confirmation that such transmission has been received:

(i) If to Indemnitee, at the address indicated on the signature page of this Agreement, or such other address as Indemnitee shall provide to the Company.

(ii) If to the Company to:

ProFrac Holding Corp.
333 Shops Boulevard, Suite 301
Willow Park, Texas 76087
Attention: Board of Directors

or to any other address as may have been furnished to Indemnitee by the Company.

Section 19. **Contribution**. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for Liabilities or for Expenses, in connection with any Proceeding, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (a) the relative benefits received by the Company and Indemnitee as a result of the event(s) and transaction(s) giving cause to such Proceeding; and (b) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and transaction(s).

Section 20. **Applicable Law and Consent to Jurisdiction**. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 12(a) of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally (a) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "**Delaware Court**"), and not in any other state or federal court in the United States of America or any court in any other country, (b) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes

of any action or proceeding arising out of or in connection with this Agreement, (c) consent to service of process at the address set forth in Section 18 of this Agreement with the same legal force and validity as if served upon such party personally within the State of Delaware, (d) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (e) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

Section 21. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

Section 22. **Third-Party Beneficiaries**. The Sponsor Entities are intended third-party beneficiaries of this Agreement and shall have all of the rights afforded to Indemnitee under this Agreement.

Section 23. **Miscellaneous**. Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

PROFRAC HOLDING CORP.

By: /s/ Robert J. Willette

Name: Robert J. Willette

Title: Chief Legal Officer, Secretary and Chief Compliance Officer

INDEMNITEE

By: /s/ Phillip Blaine Wilbanks

Name: Phillip Blaine Wilbanks

Title: Chief Operating Officer

Address: 333 Shops Boulevard, Suite 301, Willow Park, TX 76087

FORM OF
SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
PROFRAC HOLDING CORP.

ProFrac Holding Corp. (the "**Corporation**"), a corporation organized and existing under the General Corporation Law of the State of Delaware as set forth in Title 8 of the Delaware Code (as it currently exists or may hereafter be amended, the "**DGCL**"), hereby certifies as follows:

1.The original Certificate of Incorporation of the Corporation (the "**Original Certificate of Incorporation**") was filed with the Secretary of State of the State of Delaware on August 17, 2021. The Original Certificate of Incorporation was amended and restated by the Amended and Restated Certificate of Incorporation of the Corporation, which was filed with the Secretary of State of the State of Delaware on May 17, 2022 (the "**Amended and Restated Certificate of Incorporation**").

2. This Second Amended and Restated Certificate of Incorporation (this "**Second Amended and Restated Certificate of Incorporation**"), which restates and amends the Amended and Restated Certificate of Incorporation, has been declared advisable and duly adopted by the board of directors of the Corporation (the "**Board**") and the stockholders of the Corporation in accordance with Sections 228, 242 and 245 of the DGCL.

3. The Original Certificate of Incorporation is hereby amended and restated in its entirety to read as follows:

FIRST: The name of the Corporation is ProFrac Holding Corp.

SECOND: The address of its registered office in the State of Delaware is 108 Lakeland Avenue, Dover, County of Kent, Delaware 19901. The name of its registered agent at such address is Capitol Services, Inc.

THIRD: The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

FOURTH: The total number of shares of stock that the Corporation shall have the authority to issue is 1,050,000,000 shares of stock, classified as (i) 50,000,000 shares of preferred stock, par value $0.01 per share ("**Preferred Stock**"), (ii) 600,000,000 shares of Class A common stock, par value $0.01 per share ("**Class A Common Stock**"), and (iii) 400,000,000 shares of Class B common stock, par value $0.01 per share ("**Class B Common Stock**" and, together with the Class A Common Stock, the "**Common Stock**").

1. Provisions Relating to Preferred Stock

(a) Preferred Stock may be issued from time to time in one or more classes or series, the shares of each series to have such designations and powers, preferences and rights, and qualifications, limitations and restrictions thereof, as are stated and expressed herein and in the resolution or resolutions providing for the issue of such series adopted by the Board as hereafter prescribed (a "**Preferred Stock Designation**").

(b) Subject to any limitations prescribed by law and the rights of any series of Preferred Stock then outstanding, if any, authority is hereby expressly granted to and vested in the Board to authorize the issuance of Preferred Stock from time to time in one or more classes or series, and with respect to each series of Preferred Stock, to fix and state by the Preferred Stock Designation the powers, preferences, rights, qualifications, limitations and restrictions relating to each series of Preferred Stock, including, but not limited to, the following:

(i) whether or not the series is to have voting rights, full, special or limited, or is to be without voting rights, and whether or not such series is to be entitled to vote as a separate class either alone or together with the holders of one or more other classes or series of stock;

(ii) the number of shares to constitute the series and the designations thereof;

(iii) the preferences, and relative, participating, optional or other special rights, if any, and the qualifications, limitations or restrictions thereof, if any, with respect to any series;

(iv) whether or not the shares of any series shall be redeemable at the option of the Corporation or the holders thereof or upon the happening of any specified event, and, if redeemable, the redemption price or prices (which may be payable in the form of cash, notes, securities or other property), and the time or times at which, and the terms and conditions upon which, such shares shall be redeemable and the manner of redemption;

(v) whether or not the shares of a series shall be subject to the operation of retirement or sinking funds to be applied to the purchase or redemption of such shares for retirement, and, if such retirement or sinking fund or funds are to be established, the annual amount thereof, and the terms and provisions relative to the operation thereof;

(vi) the dividend rate, whether dividends are payable in cash, stock of the Corporation or other property, the conditions upon which and the times when such dividends are payable, the preference to or the relation to the payment of dividends payable on any other class or classes or series of stock, whether or not such dividends shall be cumulative or noncumulative, and if cumulative, the date or dates from which such dividends shall accumulate;

(vii) the preferences, if any, and the amounts thereof which the holders of any series thereof shall be entitled to receive upon the voluntary or involuntary liquidation, dissolution or winding up of, or upon any distribution of the assets of, the Corporation;

(viii) whether or not the shares of any series, at the option of the Corporation or the holder thereof or upon the happening of any specified event, shall be convertible into or exchangeable or redeemable for, the shares of any other class or classes or of any other series of the same or any other class or classes of stock, securities or other property of the Corporation and the conversion price or prices or ratio or ratios or the rate or rates at which such exchange or redemption may be made, with such adjustments, if any, as shall be stated and expressed or provided for in such resolution or resolutions; and

(ix) such other powers, preferences, rights, qualifications, limitations and restrictions with respect to any series as may to the Board seem advisable.

(c) The shares of each series of Preferred Stock may vary from the shares of any other series thereof in any or all of the foregoing respects.

2. <u>Provisions Relating to Common Stock</u>

(a) Except as may otherwise be provided in this Second Amended and Restated Certificate of Incorporation, each share of Common Stock shall have identical rights and privileges in every respect. Common Stock shall be subject to the express terms of Preferred Stock and any series thereof. Except as may otherwise be provided in this Second Amended and Restated Certificate of Incorporation, in a Preferred Stock Designation or by applicable law, the holders of shares of Common Stock shall be entitled to one vote for each such share on all matters to which stockholders are entitled to vote, the holders of shares of Common Stock shall have the exclusive right to vote for the election of directors and on all other matters upon which stockholders are entitled to vote, and the holders of Preferred Stock shall not be entitled to vote at or receive notice of any meeting of stockholders, other than as provided in any Preferred Stock Designation. Each holder of Common Stock shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Corporation (as in effect at the time in question) and applicable law on all matters put to a vote of the stockholders of the Corporation. Except as otherwise required in this Second Amended and Restated Certificate of Incorporation or by applicable law, the holders of Common Stock shall vote together as a single class on all matters (or, if any holders of Preferred Stock are entitled to vote together with the holders of Common Stock, the holders of Common Stock and the Preferred Stock shall vote together as a single class).

(b) Notwithstanding the foregoing, except as otherwise required by applicable law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Second Amended and Restated Certificate of Incorporation (including any Preferred Stock Designation) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Second Amended and Restated Certificate of Incorporation (including any Preferred Stock Designation) or pursuant to the DGCL.

(c) Subject to the prior rights and preferences, if any, applicable to shares of Preferred Stock or any series thereof, the holders of shares of Class A Common Stock shall be entitled to receive ratably in proportion to the number of shares of Class A Common Stock held by them such dividends and distributions (payable in cash, stock or otherwise), if any, as may be declared thereon by the Board at any time and from time to time out of any funds of the Corporation legally available therefor. Dividends and other distributions shall not be declared or paid on the Class B Common Stock unless (i) the dividend consists of shares of Class B Common Stock or of rights, options, warrants or other securities convertible into or exercisable, exchangeable or redeemable for, shares of Class B Common Stock paid proportionally with respect to each outstanding share of Class B Common Stock and (ii) a dividend consisting of shares of Class A Common Stock or of rights, options, warrants or other securities convertible into or exercisable, exchangeable or redeemable for, shares of Class A Common Stock on equivalent terms is simultaneously paid to the holders of Class A Common Stock. If dividends are declared on the Class A Common Stock or the Class B Common Stock that are payable in shares of Common Stock, or securities convertible into, or exercisable, exchangeable or redeemable for, Common Stock, the dividends payable to the holders of Class A Common Stock shall be paid only in shares of Class A Common Stock (or securities convertible into, or exercisable, exchangeable or redeemable for, Class A Common Stock), the dividends payable to the holders of Class B Common Stock shall be paid only in shares of Class B Common Stock (or securities convertible into, or exercisable, exchangeable or redeemable for, Class B Common Stock), and such dividends shall be paid in the same number of shares (or fraction thereof) on a per share basis of the Class A Common Stock and Class B Common Stock, respectively (or securities convertible into, or exercisable, exchangeable or redeemable for, the same number of shares (or fraction thereof) on a per share basis of the Class A Common Stock and Class B Common Stock, respectively). In no event shall the shares of either Class A Common Stock or Class B Common Stock be split, divided, or combined unless the outstanding shares of the other class shall be proportionately split, divided or combined.

(d) In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, after distribution in full of the preferential amounts, if any, to be distributed to the holders of shares of Preferred Stock or any series thereof, the holders of shares of Class A Common Stock shall be entitled to receive all of the remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares of Class A Common Stock held by them. The holders of shares of Class B Common Stock, as such, shall not be entitled to receive any assets of the Corporation in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation. A dissolution, liquidation or winding-up of the Corporation, as such terms are used in this paragraph (d), shall not be deemed to be occasioned by or to include any consolidation or merger of the Corporation with or into any other corporation or corporations or other entity or a sale, lease, exchange or conveyance of all or a part of the assets of the Corporation.

(e) Shares of Class B Common Stock may be issued or transferred only in connection with the simultaneous issuance or transfer of an identical number of Units (as defined below). Any purported issuance or transfer of shares of Class B Common Stock not accompanied by an issuance or transfer of the identical number of Units shall be null and void and of no force or effect, and the shares of Class B Common Stock so issued or transferred shall automatically and without further action on the part of the Corporation or any holder of Class B Common Stock be transferred to the Corporation and cancelled for no consideration and thereupon shall be retired. For this purpose "**Unit**" means a membership interest of ProFrac Holdings, LLC, a Delaware limited liability company, or any successor entity, that constitutes a "Unit" as defined in the Third Amended and Restated Limited Liability Company Agreement of ProFrac Holdings, LLC, dated as of May 17, 2022, or the limited liability company agreement or other similar document of such successor entity, as the relevant agreement may be further amended, restated, supplemented and otherwise modified from time to time (the "**LLC Agreement**").

(f) The Corporation will at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, such number of shares of Class A Common Stock that shall from time to time be sufficient to effect the redemption of all outstanding Units that are subject to the Redemption Right (as defined in the LLC

Agreement) for shares of Class A Common Stock; provided that nothing contained herein shall be construed to preclude the Corporation from satisfying its obligations in respect of any such redemption by delivery of cash in lieu of shares of Class A Common Stock in the amount permitted by and provided in the LLC Agreement or shares of Class A Common Stock which are held in the treasury of the Corporation. All shares of Class A Common Stock that shall be issued upon any such redemption will, upon issuance in accordance with the LLC Agreement, be validly issued, fully paid and non-assessable.

(g) No stockholder shall, by reason of the holding of shares of any class or series of capital stock of the Corporation, have any preemptive or preferential right to acquire or subscribe for any shares or securities of any class, whether now or hereafter authorized, which may at any time be issued, sold or offered for sale by the Corporation, unless specifically provided for in the terms of a series of Preferred Stock.

3. The number of authorized shares of Class A Common Stock, Class B Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority in voting power of the outstanding shares of stock of the Corporation entitled to vote thereon, and no vote of the holders of Class A Common Stock, Class B Common Stock or Preferred Stock, or of any series thereof, voting separately as a class shall be required therefor, irrespective of the provisions of Section 242(b)(2) of the DGCL (or any successor provision thereto).

FIFTH: The business and affairs of the Corporation shall be managed by or under the direction of the Board. Until the first date on which the Principal Stockholders (as such term is defined in the Stockholders' Agreement among the Corporation and the Principal Stockholders, dated as of May 17, 2022, as it may be amended, restated, supplemented and otherwise modified from time to time (the "**Stockholders' Agreement**")) no longer individually or collectively beneficially own (or otherwise have the right to vote or direct the vote of) more than 50% of the outstanding shares of Common Stock (the "**Trigger Date**"), the directors, other than those who may be elected by the holders of any series of Preferred Stock specified in the related Preferred Stock Designation, shall consist of a single class, with the initial term of office to expire at the 2023 annual meeting of stockholders, and each director shall hold office until his or her successor shall have been duly elected and qualified, subject, however, to such director's earlier death, resignation, disqualification or removal. For purposes of this Second Amended and Restated Certificate of Incorporation, beneficial ownership of shares shall be determined in accordance with Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended. Prior to the Trigger Date, at each annual meeting of stockholders, directors elected to succeed those directors whose terms then expire shall be elected for a term of office to expire at the next succeeding annual meeting of stockholders after their election, with each director to hold office until his or her successor shall have been duly elected and qualified, subject, however, to such director's earlier death, resignation, disqualification or removal.

On and after the Trigger Date, the directors, other than those who may be elected by the holders of any series of Preferred Stock specified in the related Preferred Stock Designation, shall be divided, with respect to the time for which they severally hold office, into three classes, with the initial term of office of the first class to expire at the first annual meeting of stockholders following the Trigger Date, the initial term of office of the second class to expire at the second annual meeting of stockholders following the Trigger Date, and the initial term of office of the third class to expire at the third annual meeting of stockholders following the Trigger Date, with each director to hold office until his or her successor shall have been duly elected and qualified, subject, however, to such director's earlier death, resignation, disqualification or removal, and the Board shall be authorized to assign members of the Board, other than those directors who may be elected by the holders of any series of Preferred Stock, to such classes at the time such classification is to become effective. At each annual meeting of stockholders following the Trigger Date, directors elected to succeed those directors whose terms then expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election, with each director to hold office until his or her successor shall have been duly elected and qualified, subject, however, to such director's earlier death, resignation, disqualification or removal.

Subject to applicable law, the rights of the holders of any series of Preferred Stock then outstanding and the then-applicable terms of the Stockholders' Agreement, any newly created directorship that results from an increase in the number of directors or any vacancy on the Board that results from the death, resignation, disqualification or removal of any director or from any other cause shall, unless otherwise required by law, be filled (A) prior to the Trigger Date, by the affirmative vote of a majority of the total number of directors then in office, even if less than a

quorum, or by a sole remaining director, or by the affirmative vote of the holders of a majority of the voting power of the outstanding shares of stock of the Corporation entitled to vote generally for the election of directors, voting together as a single class and acting at a meeting of the stockholders or by written consent (if permitted) in accordance with the DGCL, this Second Amended and Restated Certificate of Incorporation and the bylaws of the Corporation, and (B) on or after the Trigger Date, solely by the affirmative vote of a majority of the total number of directors then in office, even if less than a quorum, or by a sole remaining director, and shall not be filled by the stockholders. Any director elected to fill a vacancy not resulting from an increase in the number of directors shall hold office for the remaining term of his or her predecessor. No decrease in the number of authorized directors constituting the Board shall shorten the term of any incumbent director.

Prior to the Trigger Date, subject to the rights of the holders of shares of any series of Preferred Stock, if any, to elect directors pursuant to this Second Amended and Restated Certificate of Incorporation (including any Preferred Stock Designation thereunder) and the then-applicable terms of the Stockholders' Agreement, any director may be removed at any time, either for or without cause, upon the affirmative vote of the holders of a majority of the voting power of the outstanding shares of stock of the Corporation entitled to vote generally for the election of directors, voting together as a single class and acting at a meeting of the stockholders or by written consent (if permitted) in accordance with the DGCL, this Second Amended and Restated Certificate of Incorporation and the bylaws of the Corporation. Notwithstanding the foregoing, in the event that a stockholder party to the Stockholders' Agreement provides notice to the Corporation to remove a director designated by such stockholder pursuant to the terms of the Stockholders' Agreement, the Corporation may take all necessary action to cause such removal, to the extent permitted by applicable law.

On and after the Trigger Date, subject to the rights of the holders of shares of any series of Preferred Stock, if any, to elect directors pursuant to this Second Amended and Restated Certificate of Incorporation (including any Preferred Stock Designation thereunder) and the then-applicable terms of the Stockholders' Agreement, any director may be removed only for cause, upon the affirmative vote of the holders of at least 66 2/3% of the outstanding shares of stock of the Corporation entitled to vote generally for the election of directors, voting together as a single class and acting at a meeting of the stockholders or by written consent (if permitted) in accordance with the DGCL, this Second Amended and Restated Certificate of Incorporation and the bylaws of the Corporation.

Subject to applicable law, the Stockholders' Agreement and the rights of the holders of any series of Preferred Stock to elect directors under specified circumstances, if any, the number of directors shall be fixed from time to time exclusively pursuant to a resolution adopted by a majority of the Board. Unless and except to the extent that the bylaws of the Corporation so provide, the election of directors need not be by written ballot. There shall be no cumulative voting in the election of directors.

Prior to the Trigger Date, on any matter to be voted on or consented to by the Board (i) each director other than any Farris Director and any THRC Director (as such terms are defined in the Stockholders' Agreement and each, a "**Wilks Director**" and, collectively, the "**Wilks Directors**") (the "**Non-Wilks Directors**") shall be entitled to cast one (1) vote, (ii) the Wilks Directors shall collectively be entitled to cast an aggregate number of votes equal to (x) the total number of directors constituting the entire Board, *minus* (y) the total number of Wilks Directors then serving on the Board, *plus* (z) one (1) (such aggregate number of votes, the "**Aggregate Wilks Director Voting Power**"), such that, at any time, the Wilks Directors in office at such time shall collectively be entitled to cast a majority of the votes that may be cast by the directors, (iii) each Farris Director voting on a matter or participating in a consent shall be entitled to cast a number of votes with respect to such matter (including any fractions thereof) equal to the quotient of (A) one half (1/2) of the Aggregate Wilks Director Voting Power (the "**Aggregate Farris Director Voting Power**"), divided by (B) the number of Farris Directors voting on such matter or participating in such consent, and (iv) each THRC Director voting on a matter or participating in a consent shall be entitled to cast a number of votes with respect to such matter (including any fractions thereof) equal to the quotient of (A) one half (1/2) the Aggregate Wilks Director Voting Power (the "**Aggregate THRC Director Voting Power"**), divided by (B) the number of THRC Directors voting on such matter or participating in such consent.

Any Farris Director who (i) attends a Board meeting but elects to abstain from voting, or otherwise elects not to participate in a vote or consent, on a matter, or (ii) is not present at a Board meeting (a "**Non-Voting Farris Director**") shall, upon such election or absence, be deemed to have no voting or consent rights solely for purposes of the vote or consent being taken on such matter or at such meeting, as applicable, with the Aggregate Farris Director

Voting Power being thereby vested pro rata in the other Farris Directors, if any, that are participating in the vote or consent being taken on such matter (the "**Voting Farris Directors**"); and, if there are no Voting Farris Directors participating in a vote or consent on such matter, the Aggregate Farris Director Voting Power shall be vested pro rata in the Voting THRC Directors (as defined below), if any. Any THRC Director who (i) attends a Board meeting but elects to abstain from voting, or otherwise elects not to participate in a vote or consent, on a matter, or (ii) is not present at a Board meeting (a "**Non-Voting THRC Director**") shall, upon such election or absence, be deemed to have no voting or consent rights solely for purposes of the vote or consent being taken on such matter or at such meeting, as applicable, with the Aggregate THRC Director Voting Power being thereby vested pro rata in the other THRC Directors, if any, that are participating in the vote or consent being taken on such matter (the "**Voting THRC Directors**"); and, if there are no Voting THRC Directors participating in a vote or consent on such matter, the Aggregate THRC Director Voting Power shall be vested pro rata in the Voting Farris Directors, if any.

Prior to the Trigger Date, each of the Wilks Directors must be present in order to establish a quorum for the transaction of business by the Board, unless (i) in the event it is a Farris Director that is not attending a Board meeting, (a) such absence is waived by the Farris Director not attending such Board meeting, (b) such absence is waived by the unanimous vote of the Farris Directors attending such Board meeting, if any, or (c) the Farris Director not attending such Board meeting is incapacitated, and (ii) in the event it is a THRC Director that is not attending a Board meeting (a) such absence is waived by the THRC Director not attending such Board meeting, (b) such absence is waived by the unanimous vote of the THRC Directors attending such Board meeting, if any, or (c) the THRC Director not attending such Board meeting is incapacitated.

Prior to the Trigger Date, on any matter to be voted on or consented to by any committee or subcommittee of the Board (i) each Non-Wilks Director serving on such committee or subcommittee shall be entitled to cast one (1) vote, (ii) the Wilks Directors serving on such committee or subcommittee shall collectively be entitled to cast an aggregate number of votes equal to (x) the total number of directors constituting such entire committee or subcommittee, *minus* (y) the total number of Wilks Directors then serving on such committee or subcommittee, *plus* (z) one (1) (such aggregate number of votes with respect to any committee or subcommittee, the "**Aggregate Wilks Director Committee Voting Power**"), such that, at any time, the Wilks Directors shall collectively be entitled to cast a majority of the votes that may be cast by the directors serving on such committee or subcommittee, (iii) each Farris Director serving on such committee or subcommittee voting on a matter or participating in a consent shall be entitled to cast a number of votes with respect to such matter (including any fractions thereof) equal to the quotient of (A) one half (1/2) of the Aggregate Wilks Director Committee Voting Power (the "**Aggregate Farris Director Committee Voting Power**"), divided by (B) the number of Farris Directors voting on such matter or participating in such consent, and (iv) each THRC Director serving on such committee or subcommittee voting on a matter or participating in a consent shall be entitled to cast a number of votes with respect to such matter (including any fractions thereof) equal to the quotient of (A) one half (1/2) the Aggregate Wilks Director Committee Voting Power (the "**Aggregate THRC Director Committee Voting Power**"), divided by (B) the number of THRC Directors voting on such matter or participating in such consent.

Any Farris Director who (i) attends a committee or subcommittee meeting but elects to abstain from voting, or otherwise elects not to participate in a vote or consent, on a matter or (ii) is not present at a committee or subcommittee meeting (a "**Non-Voting Committee Farris Director**") shall, upon such election or absence, be deemed to have no voting or consent rights solely for purposes of the vote or consent being taken on such matter or at such meeting, as applicable, with the Aggregate Farris Director Committee Voting Power being thereby vested pro rata in the other Farris Directors, if any, that are participating in the vote or consent being taken on such matter (the "**Voting Farris Committee Directors**"); and, if there are no Voting Farris Committee Directors participating in a vote or consent on such matter, the Aggregate Farris Director Committee Voting Power shall be vested pro rata in the Voting THRC Committee Directors (as defined below), if any. Any THRC Director who (i) attends a committee or subcommittee meeting but elects to abstain from voting, or otherwise elects not to participate in a vote or consent, on a matter, or (ii) is not present at a committee or subcommittee meeting (a "**Non-Voting Committee THRC Director**") shall, upon such election or absence, be deemed to have no voting or consent rights solely for purposes of the vote or consent being taken on such matter or at such meeting, as applicable, with the Aggregate THRC Director Committee Voting Power being thereby vested pro rata in the other THRC Directors, if any, that are participating in the vote or consent being taken on such matter (the "**Voting THRC Committee Directors**"); and, if there are no Voting THRC Committee Directors participating in a vote or consent on such matter, the Aggregate THRC Director Committee Voting Power shall be vested pro rata in the Voting Farris Committee Directors, if any.

Prior to the Trigger Date, each of the Wilks Directors who is a member of such committee or subcommittee must be present in order to establish a quorum for the transaction of business by any such committee or subcommittee, unless (i) in the event it is a Farris Director that is not attending a committee or subcommittee meeting, (a) such absence is waived by the Farris Director not attending such committee or subcommittee meeting, (b) such absence is waived by the unanimous vote of the Farris Directors attending such committee or subcommittee meeting, if any, or (c) the Farris Director not attending such committee or subcommittee meeting is incapacitated, and (ii) in the event it is a THRC Director that is not attending a committee or subcommittee meeting (a) such absence is waived by the THRC Director not attending such committee or subcommittee meeting, (b) such absence is waived by the unanimous vote of the THRC Directors attending such committee or subcommittee meeting, if any, or (c) the THRC Director not attending such committee or subcommittee meeting is incapacitated.

Prior to the Trigger Date, any reference in this Second Amended and Restated Certificate of Incorporation or in the bylaws of the Corporation or in the Stockholders' Agreement to a majority or other proportion of the directors shall refer to a majority or other proportion of the votes of the directors.

The directors present at a duly organized meeting of the Board, or of any committee or subcommittee of the Board, may continue to transact business until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum.

On and after the Trigger Date, each director, including the Wilks Directors, if any, shall be entitled to cast one (1) vote on all matters to be voted on or consented to by the Board, or by any committee or subcommittee of the Board.

SIXTH: Prior to the Trigger Date, any action required or permitted to be taken at any annual meeting or special meeting of the stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote of stockholders, if a consent or consents, setting forth the action so taken, is or are signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. On and after the Trigger Date, subject to the rights of holders of any series of Preferred Stock with respect to such series of Preferred Stock, any action required or permitted to be taken by the stockholders of the Corporation must be taken at a duly held annual or special meeting of stockholders and may not be taken by any consent of such stockholders.

SEVENTH: Special meetings of stockholders of the Corporation may be called only by the Executive Chairman, the Chief Executive Officer or, pursuant to a resolution adopted by a majority of the total number of directors that the Corporation would have if there were no vacancies, by the Board; *provided, however*, that prior to the Trigger Date, special meetings of the stockholders of the Corporation shall also be called by the Secretary of the Corporation at the request of the holders of record of more than 50% of the outstanding shares of Common Stock. The authorized person(s) calling a special meeting may fix the date, time and place, if any, of such meeting; *provided, however*, that if the Secretary of the Corporation is calling a special meeting at the request of the holders of record of more than 50% of the outstanding shares of Common Stock, such stockholders may fix the date, time and place, if any, of such meeting. On and after the Trigger Date, except as otherwise required by law and subject to the rights of the holders of any series of Preferred Stock, the stockholders of the Corporation do not have the power to call a special meeting of stockholders of the Corporation. The Board may postpone, reschedule or cancel any special meeting of the stockholders previously scheduled by the Board. Holders of record of more than 50% of the outstanding shares of Common Stock requesting a special meeting may postpone, reschedule or cancel any special meeting of the stockholders previously scheduled by or on behalf of such stockholders.

EIGHTH: In furtherance of, and not in limitation of, the powers conferred by the laws of the State of Delaware, the Board is expressly authorized to adopt, amend or repeal the bylaws of the Corporation without any action on the part of the stockholders of the Corporation; *provided, however*, that, in addition to any vote of the holders of any class or series of stock of the Corporation required by law or by this Second Amended and Restated Certificate of Incorporation, any bylaw adopted or amended by the Board, and any powers thereby conferred, may be amended, altered or repealed (A) prior to the Trigger Date, by the affirmative vote of holders of not less than 50% in voting power of the then-outstanding shares of stock entitled to vote thereon, voting together as a single class, and (B) on and after the Trigger Date, by the affirmative vote of holders of not less than 66 2/3% in voting power of the then-outstanding shares of stock entitled to vote thereon, voting together as a single class. No bylaws hereafter made or

adopted, nor any repeal of or amendment thereto, shall invalidate any prior act of the Board that was valid at the time it was taken.

NINTH:

(a) To the fullest extent permitted by the DGCL, a director or officer of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL. Any repeal or modification of this paragraph shall not adversely affect any right or protection of a director or officer of the Corporation existing hereunder with respect to any act or omission occurring prior to such repeal or modification.

(b) The Corporation may, to the fullest extent permitted by Section 145 of the DGCL, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities or other matters referred to in or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which a person indemnified may be entitled under the bylaws of the Corporation or any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

TENTH: To the fullest extent permitted by applicable law, the Corporation, on behalf of itself and its subsidiaries, renounces any interest or expectancy of the Corporation and its subsidiaries in, or in being offered an opportunity to participate in, any business opportunities that are from time to time presented to any of the Principal Stockholders or any of their respective affiliates or any of their respective agents, shareholders, members, partners, directors, officers, employees, affiliates or subsidiaries (other than the Corporation and its subsidiaries), including any director or officer of the Corporation who is also an agent, shareholder, member, partner, director, officer, employee, affiliate or subsidiary of any Principal Stockholder (each, a "**Business Opportunities Exempt Party**"), even if the business opportunity is one that the Corporation or its subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so, and no Business Opportunities Exempt Party shall have any duty to communicate or offer any such business opportunity to the Corporation or be liable to the Corporation or any of its subsidiaries or any stockholder, including for breach of any fiduciary or other duty, as a director or officer or controlling stockholder or otherwise, and the Corporation shall indemnify each Business Opportunities Exempt Party against any claim that such person is liable to the Corporation or its stockholders for breach of any fiduciary duty, by reason of the fact that such person (i) participates in, pursues or acquires any such business opportunity, (ii) directs any such business opportunity to another person or (iii) fails to present any such business opportunity, or information regarding any such business opportunity, to the Corporation or its subsidiaries, unless, in the case of a person who is a director or officer of the Corporation, such business opportunity is expressly offered to such director or officer in writing solely in his or her capacity as a director or officer of the Corporation.

Neither the amendment nor repeal of this Article Tenth, nor the adoption of any provision of this Second Amended and Restated Certificate of Incorporation or the bylaws of the Corporation, nor, to the fullest extent permitted by Delaware law, any modification of law, shall eliminate, reduce or otherwise adversely affect any right or protection of any person granted pursuant hereto existing at, or arising out of or related to any event, act or omission that occurred prior to, the time of such amendment, repeal, adoption or modification (regardless of when any proceeding (or part thereof) relating to such event, act or omission arises or is first threatened, commenced or completed).

If any provision or provisions of this Article Tenth shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever, (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article Tenth (including, without limitation, each portion of any paragraph of this Article Tenth containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) to the fullest extent possible, the provisions of this Article Tenth (including, without limitation, each such portion of any paragraph of this Article Tenth containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal

liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by applicable law.

This Article Tenth shall not limit any protections or defenses available to, or indemnification or advancement rights of, any director or officer of the Corporation under this Second Amended and Restated Certificate of Incorporation, the bylaws of the Corporation, applicable law, or otherwise. To the fullest extent permitted by law, any person or entity purchasing or otherwise acquiring any interest in any securities of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article Tenth.

ELEVENTH: The Corporation shall not be governed by or subject to the provisions of Section 203 of the DGCL, or any successor statute thereto.

TWELFTH: The Corporation shall have the right, subject to any express provisions or restrictions contained in this Second Amended and Restated Certificate of Incorporation or the bylaws of the Corporation, from time to time, to amend this Second Amended and Restated Certificate of Incorporation or any provision hereof in any manner now or hereafter provided by applicable law, and all rights and powers of any kind conferred upon a director or stockholder of the Corporation by this Second Amended and Restated Certificate of Incorporation or any amendment hereof are subject to such right of the Corporation.

THIRTEENTH: Notwithstanding any other provision of this Second Amended and Restated Certificate of Incorporation or the bylaws of the Corporation (and in addition to any other vote that may be required by applicable law or this Second Amended and Restated Certificate of Incorporation), (i) prior to the Trigger Date, the affirmative vote of the holders of a majority in voting power of the outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class, shall be required to amend, alter or repeal any provision of this Second Amended and Restated Certificate of Incorporation, and (ii) on and after the Trigger Date, the affirmative vote of the holders of at least 66 2/3% in voting power of the outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class, shall be required to amend, alter or repeal any provision of this Second Amended and Restated Certificate of Incorporation.

FOURTEENTH: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware, or, if such court does not have subject matter jurisdiction thereof, the federal district court of the State of Delaware, shall, to the fullest extent permitted by applicable law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL, this Second Amended and Restated Certificate of Incorporation or the Corporation's bylaws (as either may be amended or restated) or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware, or (iv) any action asserting a claim governed by the internal affairs doctrine, in each such case subject to said Court of Chancery having personal jurisdiction over the indispensable parties named as defendants therein. The federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended. To the fullest extent permitted by law, any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article Fourteenth.

If any provision or provisions of this Article Fourteenth shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article Fourteenth (including, without limitation, each portion of any sentence of this Article Fourteenth containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby. The provisions of this Article Fourteenth shall not apply to actions brought to enforce any liability or duty created by the Securities Exchange Act of 1934, as amended.

To the fullest extent permitted by law, if any action the subject matter of which is within the scope of the first paragraph of this Article Fourteenth is filed in a court other than a court located within the State of Delaware (a

"**Foreign Action**") in the name of any stockholder, such stockholder shall be deemed to have consented to (A) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce the first paragraph of this Article Fourteenth (an "**FSC Enforcement Action**") and (B) having service of process made upon such stockholder in any such FSC Enforcement Action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

FIFTEENTH: For as long as the Stockholders' Agreement remains in effect, to the fullest extent permitted by law, in the event of any conflict between the terms and provisions of this Second Amended and Restated Certificate of Incorporation and those contained in the Stockholders' Agreement, the terms and provisions of the Stockholders' Agreement shall govern and control except as provided otherwise by mandatory provisions of the DGCL.

[*remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the undersigned has executed this Second Amended and Restated Certificate of Incorporation as of this __ day of _____ , 2023.

PROFRAC HOLDING CORP.

By: _____
Name:
Title:

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