



Gravity Oilfield Services, Inc.
Employee Handbook

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Section 1

Handbook Introduction

1.1 Welcome to Our Company!

It's our pleasure to welcome you to Gravity Oilfield Services, Inc. d/b/a Tech Management (hereinafter collectively referred to as “Gravity” or “Company”). We are an energetic and creative bunch, dedicated to high standards of excellence and quality. We value each one of our employees, and we hope that you find your work here rewarding and satisfying.

This section introduces you to our Company's history, purpose and goals. Please read it carefully so that you can better understand who we are and what we do. Gravity is a special place—made all the more so by the hard work and dedication of our employees. At Gravity, we strive to create a family environment in which every employee loves to come to work. This environment allows us to provide superior customer service and satisfaction.

1.2 Introduction to the Company

Gravity is a nation-wide oilfield services company with operations in Texas, New Mexico, Oklahoma, North Dakota, Wyoming, Colorado, Pennsylvania, Mississippi, and other various states. Gravity was formed in 2017 by the joining of Globe Energy Services and Light Tower Rental.

We are a leading oilfield services company focused on fluid services, completion systems, power generation, fishing & rental, production chemicals, water systems, and other environmental solutions for the oil and gas industry.

At Gravity, we strive to provide the highest level of service to both our customers and employees in the safest and most environmentally-friendly manner possible.

1.3 The Purpose of This Handbook

We think that employees are happier and more valuable if they know what they can expect from our Company and what our Company expects from them. The remainder of this Handbook will familiarize you with the privileges, benefits and responsibilities of being an employee at our Company. Please understand that this Handbook only highlights and summarizes our Company's policies and practices. For further information and assistance, please consult your supervisor or a Human Resources Representative.

In this Company, as in the rest of the world, circumstances are constantly changing. Except for the policy of at-will employment, which can only be changed in writing signed by the CEO of the Company, and the provisions contained in the Dispute Resolution, Arbitration & Mutual Waiver of Class/Collective Action section of this Employee Handbook, we may have to revise, rescind, or supplement these policies from time to time.

Except for the provisions contained in the Dispute Resolution, Arbitration & Mutual Waiver of Class/Collective Action section of this Employee Handbook, nothing in this Handbook is a contract or a promise. Except for the policy of at-will employment, which can only be changed in writing signed by the CEO of the Company, and the provisions contained in the Dispute Resolution, Arbitration & Mutual Waiver of Class/Collective Action section of this Employee Handbook, the policies can change at any time, for any reason, without warning. We are always looking for ways to improve communication with our employees.

1.4 Bulletin Board

You can find important information about Gravity and your employment posted on the bulletin board located at each one of our branch and office locations. This is also the place where we post important information regarding your legal rights, including information about equal employment opportunity laws and wage and hour laws. We expect all employees to read the information on the bulletin board periodically.

Because this bulletin board is our way of communicating with employees, we do not allow anyone but managers and Company officials to post information there.

If an employee desires to post information on the Company bulletin board to communicate information to his/her coworkers, he/she must first give it to his/her manager for approval. Employee notices may remain on the bulletin board for 90 days. After that period, they will be removed.

Nothing contained in this policy is intended to restrict an employee's rights under the National Labor Relations Act, including without limitation the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and/or to engage in other concerted activities for the purpose of collective bargaining or other mutual aid and protection.

Section 2

The Employment Relationship

2.1 Employment Is At Will

We are happy you are a part of Gravity, and we sincerely hope that your employment here will be a positive and rewarding experience. However, we cannot make any guarantees about your continued employment at our Company. Your employment here is at-will. This means that you are free to quit at any time, for any reason, just as we are free to terminate your employment at any time, for any reason—with or without notice, with or without cause.

No employee or Company representative, other than the CEO, has the authority to change the at-will employment relationship or to contract with any employee for different terms of employment. Furthermore, the CEO may change the at-will employment relationship only in a written contract, signed by him/her, a supervisor and the employee. Except for the provisions contained in the Dispute Resolution, Arbitration & Mutual Waiver of Class/Collective Action section of this Employee Handbook, nothing in this Handbook constitutes a contract or promise.

2.2 Dispute Resolution, Arbitration & Mutual Waiver of Class/Collective Action

Gravity Oilfield Services, LLC (“Gravity”) and each employee employed by Gravity agree to arbitrate any and all disputes, claims and causes of action arising between them. Employee further agrees to arbitrate any and all disputes with Gravity, Globe Energy Services, LLC, Light Tower Rental, LLC and each of their parent, subsidiaries, affiliates, predecessors, successors, officers, employees, agents and directors (hereinafter collectively referred to as “Company”).

All claims subject to this arbitration agreement shall be resolved by and subject to mandatory, binding arbitration pursuant to the Federal Arbitration Act and subject to the Rules of the American Arbitration Association for the Resolution of Employment Disputes then in effect with the exception that the arbitrator shall not have the right or authority to conduct any arbitration on a class, collective or representative basis. A copy of the Rules can be accessed at www.adr.org. All arbitrations covered by this agreement shall be

conducted as individual claims and each resolved in a single arbitration between the Employee and Company. The parties intend for this agreement to create a binding and enforceable contract. The parties further intend that all disputes covered by this arbitration agreement shall be resolved by a single arbitrator to arbitrate their individual disputes and no other, even identical, disputes with other current or former employees of the Company. The arbitration shall be conducted in the city where the employee performed services for Gravity unless the Employee consents to have the arbitration elsewhere. Each employee that receives a copy of Gravity's Employee Handbook and continues working shall be deemed to have accepted this agreement.

The parties agree that the arbitrator shall also have the authority to determine any questions regarding the mandatory arbitration provision contained herein, including without limitation questions regarding this agreement's enforceability, applicability, interpretation and scope, and hereby agree to remove these questions from the purview of a Court.

GRAVITY AND EMPLOYEE AGREE AND UNDERSTAND THAT THEY ARE WAIVING VALUABLE RIGHTS SUCH AS THE RIGHT TO HAVE A TRIAL IN COURT AND TO ADJUDICATE CLAIMS ON A CLASS, COLLECTIVE OR REPRESENTATIVE BASIS.

This agreement shall be construed under the laws of the State of Texas and the United States Code.

Section 3 Hiring

3.1 Commitment to Equal Opportunity

Our Company believes that all people are entitled to an equal employment opportunity.

We do not discriminate against employees or applicants on the basis of race, color, gender, national origin, religion, age, disability, or any other characteristic protected by state or federal law.

This includes but is not limited to the following:

- Hiring, promoting, upgrading, or transferring employees
- Pay and other forms of compensation
- Benefits, including Gravity-provided training, education, tuition assistance, social and recreational programs
- Making reasonable accommodations under the American with Disabilities Act (ADA)
- Workforce reduction or termination

All Gravity employees and applicants are protected from coercion, intimidation, discrimination, and retaliation for making a report or participating in an investigation pertaining to these issues. An employee who experiences such activity should report it immediately to his/her supervisor or a Human Resources representative.

3.2 Employment of Relatives

Usually, this Company will not refuse to hire someone simply because he or she is related to one of our current employees. If you have a relative who might be perfect to fill an open position in our Company, please do not hesitate to refer this person to us.

There are times, however, when employing relatives is inappropriate and has the potential to affect the morale of other employees and could create conflicts of interest for the relatives involved.

Therefore, we generally do not hire relatives of current employees where one relative will have to supervise the other. Situations of this nature must be disclosed to the Vice President of the affected department, who may refuse to allow the situation or impose measures to mitigate any risk the situation presents for the Company.

Under this policy, the term "relatives" encompasses husbands, wives, live-in partners, domestic partners, parents, children, siblings, in-laws, cousins, aunts and uncles. This policy covers biological relationships, marriage relationships and step relationships.

3.3 Motor Vehicle Record

Employment offers may be contingent on a Motor Vehicle Record (MVR) check. A Motor Vehicle Record and license check will be administered in connection with the hiring process for all individuals who have the potential to or who will be required to drive a Company vehicle as part of their job. Any employment offer for a position that requires driving as part of the essential functions of the job will be contingent on a clean driving record. Newly-hired employees will not be permitted to drive a Company vehicle until Gravity has verified that the individual has a clean driving record and a valid driver's license.

If an applicant does not meet Gravity's criteria, but the job description does not require driving as an essential function, the applicant may still be hired. However, he/she will be required to sign a Drivers Exclusion Form and must refrain from driving any vehicle (whether owned by the Company or not) while performing work for Gravity.

An MVR may be requested annually, quarterly or monthly to ensure that all drivers maintain a good driving record. Employees must be 21 years of age to be eligible to be added to the Approved Drivers List.

Current or prospective drivers that find themselves in any of the following circumstances will not be added to or may be removed from the Approved Drivers List:

- Leaving the scene of an accident which results in death or personal injury within the past thirty-six (36) months.
- Currently suspended license.
- Any conviction for DWI or operating a vehicle under the influence of alcohol, amphetamine, narcotic, or hallucinogen within the past thirty-six (36) months.
- Receiving more than three (3) moving violations or accidents in the past thirty-six (36) months.
- Violating criminal laws, especially with respect to those offenses which tend to demonstrate unfitness to drive in the course and scope of employment.

Receiving a DWI or DUI conviction (or refusing to submit to a drug/alcohol test when requested by a law enforcement officer) while driving a Company vehicle will result in disciplinary action and removal from the Approved Drivers list.

All approved drivers must notify their supervisor upon receipt of any moving violation, accidents, or DWI/DUI no later than seven (7) days following the violation.

Gravity reserves the right to suspend the employment of any employee charged with DWI or DUI until his/her case is resolved.

Section 4

New Employee Information

4.1 New Hire Orientation

Before an employee begins their first work day with the Company, they will be scheduled for a new hire orientation meeting. During this meeting, they will receive important information about the Company's policies and procedures. They will also be asked to complete paperwork and forms relating to their employment, such as tax withholding forms, emergency contact forms, and benefits paperwork.

Employees should feel free to ask any questions they might have about the Company during the orientation meeting. If additional questions come up after the meeting, they can ask their supervisor or a Human Resources representative.

4.2 Job Descriptions

Gravity makes every effort to create and maintain accurate job descriptions for each position within the Company. The Company maintains job descriptions to aid in orienting new employees to their jobs, identifying the requirements of each position, establishing hiring criteria, setting standards for employee performance evaluations, and establishing a basis for making reasonable accommodations for individuals with disabilities.

Gravity reserves the right to make changes to job descriptions to reflect any changes in the positions' duties and responsibilities. All employees will be expected to help ensure that their job descriptions are accurate, current, and reflect the work being done.

Employees should remember that job descriptions do not necessarily cover every task or duty that might be assigned. They also do not include additional responsibilities that may be assigned as necessary. Employees should contact their supervisor if they have any questions or concerns about their job description.

4.3 Introductory Period

During the introductory period, an employee's supervisor will work with them to help the employee learn how to do their job successfully and what the Company expects of them. This period also provides both the employee and the Company with an opportunity to decide whether they are suited for the position for which they were hired. During this period, the supervisor will be evaluating their skills, productivity and teamwork.

When an individual's employment begins, they will meet with a Human Resources representative, who will explain the Company's benefits and payroll procedures and assist them in completing their employment paperwork. The employee will also meet with their supervisor to go over their job goals and performance requirements. During the introductory period, their supervisor will give them feedback on their performance and will be available to answer any questions the employee might have. The length of the introductory period will be determined by the position held but will not exceed ninety (90) days.

Employees may or may not be eligible for the following benefits unless and until they complete the introductory period: vacation, sick leave, bereavement leave, short-term/long-term disability and other paid time off rewarded by the Company. During this introductory period, employees are eligible for Worker's Compensation Insurance & Social Security.

Although the Company hopes that employees will be successful here, the Company may terminate their employment at any time, either during the introductory period or afterwards, with or without cause and with or without notice. Employees are also free to quit at any time and for any reason, either during the introductory period or afterwards, with or without notice. Successful completion of the introductory period does not guarantee the employee a job for any period of time or in any way change the nature of the at-will employment relationship.

4.4 Proof of Work Eligibility

As required by the federal government, within three (3) business days of an employee's first day of work, they must complete federal Form I-9 and show the Company documentation proving their identity and their eligibility to work in the United States.

Prior to an employee's New Hire Orientation, they should have received a blank I-9 Form and instructions on completing it and presenting the necessary documentation. If the employee did not receive it, they should contact their supervisor or a Human Resources representative immediately. Gravity will honor employment eligibility documents that appear to be genuine and relate to the person presenting them.

The Immigration Reform and Control Act of 1986 forbids anyone to engage knowingly in any of the following activities for the purpose of satisfying a requirement of the Act:

- To forge, counterfeit, alter, or falsely make any document;
- To use, attempt to use, possess, obtain, accept or receive any forged, counterfeit, altered, or falsely made document;
- To use or attempt to use any document lawfully issued to another person (including a deceased individual) or
- To accept or receive any document lawfully issued to another person (including a deceased individual) for the purpose of complying with the employment eligibility verification.

Any employee found to have engaged in the above mentioned activities will be subject to disciplinary action up to and including termination.

Section 5

Employee Classifications

5.1 Temporary Employees

Periodically it becomes necessary for the Company to hire individuals to perform a job or to work on a project that has a limited duration. Typically this happens in the event of a special project, during a special time of year, an abnormal workload, or an emergency.

Individuals whom we hire for such work are temporary employees. Unless otherwise required by state or federal law, they are not eligible to participate in any of our Company benefit programs, nor can they earn or accrue any leave, such as vacation or sick leave.

Temporary employees cannot change from temporary status to any other employment status by such informal means as remaining employed for a long period of time or through oral promises made to them by coworkers, members of management or supervisors. The only way a temporary employee's status can change is through a written notification signed by his/her supervisor.

Like all employees who work for this Company, temporary employees work on an at-will basis. This means that both they and this Company are free to terminate their employment at any time for any reason that is not illegal—even if they have not completed the temporary project for which they have been hired.

5.2 Part-Time and Full-Time Employees

Depending on the number of hours per week employees are regularly scheduled to work, they are either a part-time or a full-time employee. It is necessary that employees understand which of these classifications they fit into, because it will be important in determining whether they are entitled to benefits and leave.

Part-time employees: Employees who are regularly scheduled to work less than 30 hours per week.

Full-time employees: Employees who are regularly scheduled to work at least 30 hours per week are full-time employees. Gravity reserves the right to change the regular schedules of employees at any time, and will advise employees of the effect of such changes on their eligibility and benefits.

5.3 Exempt and Nonexempt Employees

An employee's entitlement to earn overtime pay depends on whether they are classified as an exempt or a nonexempt employee.

Exempt employees are those who do not earn overtime because they are exempt from the overtime provisions of the Federal Fair Labor Standards Act (FLSA). Exempt employees are expected to work whatever hours are necessary to accomplish the goals of their exempt position.

Nonexempt employees are those who meet the criteria for being covered by the overtime provisions of the Federal Fair Labor Standards Act. Non-exempt employees are required to account for hours worked.

If an employee is uncertain about which category they fall into, they should speak to a supervisor or their Human Resources representative.

Section 6 Hours

6.1 Hours of Work

Work schedules vary throughout Gravity and are established by local managers and supervisors. Managers and supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variation in starting and ending times as well as variations in the total hours that may be scheduled each day. Employees should consult their manager or supervisor with any questions regarding work schedules.

6.2 Flexible Scheduling

Gravity Oilfield Services understands that many employees have to balance the demands of their job with the needs of their families and other outside commitments. Therefore, our Company offers our employees the opportunity to request a flexible schedule.

The Company will consider flexible scheduling requests on a case-by-case basis. When deciding whether to grant an employee's request, the Company may consider the nature of the employee's job, work history, and staffing needs, among other things.

6.3 Meal and Rest Breaks

Breaks are an opportunity to rest and eat during the work day, and are scheduled in accordance with applicable state laws. Employees must take their breaks, as scheduled, unless they make other arrangements with their supervisor. For example, employees may not decide to skip breaks in order to leave early or come in late without approval of their supervisor.

Employees should talk with their supervisor to find out whether there are any rules for scheduling meal and rest breaks in their department.

6.4 Lactation Breaks

Our Company recognizes the value and importance of breastfeeding, and supports an employee's desire to breast-feed their infants. The Company fully complies with any all state or federal laws concerning breastfeeding. If an employee is breast-feeding their child, they may use their meal and rest breaks to breast feed or express breast milk. If an employee requires more time to do so, they should speak to their immediate supervisor.

6.5 Overtime

On occasion, our Company may ask employees to work beyond their regularly scheduled hours. Our Company expects employees to work overtime when requested to do so.

Gravity Oilfield Services will try to give employees advance notice when overtime work is necessary; however, it will not always be possible to notify workers in advance.

Exempt employees will not be paid for working beyond their regular scheduled hours. Nonexempt employees are entitled to payment for overtime, according to the rules set forth below.

- All overtime work must be pre-approved by the employee's supervisor. Working overtime without prior authorization violates Company policy and may result in disciplinary action.
- For purposes of calculating how many hours an employee has worked in a day or week, our work week begins at 12:01 a.m. on Sunday and ends at midnight on Saturday. The workday begins at 12:01 a.m. and ends at midnight each day.
- Nonexempt employees will be paid 1½ times their regular hourly rate of pay for every hour worked in excess of 40.
- Only time spent working will count as hours worked for purposes of calculating overtime. Vacation time, sick days, holidays, or any other paid time off during which an employee did not actually work will not count as hours worked.
- Hours worked means all time spent actually working, plus overtime.

Section 7 Pay Policies

7.1 Payday

Gravity's work week begins Sunday at 12:01 a.m. and ends Saturday at midnight. All employees are paid on a bi-weekly basis. If a payday falls on a holiday, employees will receive their paycheck on the workday immediately prior to that holiday.

Employees are encouraged to have their pay directly deposited into their bank accounts by completing a direct deposit form.

Employee compensation is a confidential matter. Employees should review their paychecks or pay stub upon receipt and immediately contact their supervisor with questions regarding their pay.

Employees should never discuss questions about their pay with anyone other than their own manager or supervisor.

7.2 Time Keeping and Reporting

Federal and state laws require Gravity to keep accurate time records in order to calculate employee pay and benefits.

Time worked is the time actually spent on the job performing assigned duties. Reported hours worked should accurately reflect the actual time employees spend on the job and should not include any time spent away from work. Overtime work must always be approved before it is performed.

No employee is permitted to work "off the clock" or to "volunteer" his or her time without being paid. It is the Company's policy and practice that all employees shall be paid for all working time.

Altering, falsifying, and tampering with time records, or recording time on another employee's time record is prohibited and subject to disciplinary action, up to and including termination of employment. No employee is allowed to clock in or clock out for another employee, this action is considered "tampering with time records" as mentioned above.

7.3 Pay Docking

Gravity Oilfield Services is legally required to pay exempt employees -- those who are not entitled to earn overtime -- on a salary basis. This means, among other things, that exempt employees must receive the same pay for each week in which they perform work, regardless of the quantity or quality of work performed, and regardless of how many hours they actually work, unless an exception applies.

Company policy prohibits docking the pay of an exempt employee -- that is, paying the employee less than his or her full regular salary -- except in the following circumstances in accordance with applicable state and federal laws:

- The employee takes at least one full day off for sickness or disability without approval from a supervisor if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for loss of salary occasioned by such sickness or disability (e.g., short-term disability insurance or workers' compensation insurance).
- The employee takes at least one full day off for personal reasons other than sickness or disability (for example, for vacation) without approval from a supervisor.
- The employee serves an unpaid disciplinary suspension of at least one full day, imposed in good faith for violating a workplace conduct rule.
- The employee takes time off to serve on a jury, as a witness, or in the military; the employee receives money for jury fees, witness fees, or military pay; and the docked pay is an offset of the money received only.
- The employee starts or ends employment with our Company midweek (that is, the employee does not start work first thing Monday morning or finish employment at the end of the workday on Friday).

- The employee violates a safety rule of major significance and the amount docked is imposed as a penalty for that violation.
- The employee takes unpaid leave pursuant to the Family and Medical Leave Act.

Employees classified as exempt and believe that their pay has been improperly deducted from their salary in violation of these rules should report it immediately to the payroll department.

7.4 Payroll Deductions

An employee's paycheck reflects their total earnings for the pay period, as well as any mandatory or voluntary deductions from their paycheck. Mandatory deductions are deductions that the Company is legally required to take. Such deductions include federal income tax, Social Security tax (FICA), and any applicable state taxes. Voluntary deductions are deductions that employees have authorized. Such deductions might include 401-k participation, health/dental/vision insurance, and supplemental insurance coverage.

If an employee has any questions about their deductions, or wishes to change their federal withholding form (Form W-4), they should contact the Personnel Department.

7.5 Inadvertent Wage Deductions

The Company's Policy. It is the Company's policy to comply with the salary requirements of the FLSA and any applicable wage and hour laws. Therefore, the Company prohibits its managers or supervisors from authorizing improper deductions from the salaries of exempt employees. Gravity wants employees to be aware of this policy and that the Company does not allow deductions that violate the FLSA or state laws.

What To Do If An Improper Deduction Occurs. If an employee believes that an improper deduction has been made to their salary, it should be immediately reported to their supervisor.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made and steps will be taken to ensure future compliance.

7.6 Wage Garnishments

A wage garnishment is an order from a court or a government agency directing the Company to withhold a certain amount of money from an employee's paycheck and send it to a person or agency. Wages can be garnished to pay child support, spousal support or alimony, tax debts, outstanding student loans, or money owed as a result of a judgment in a civil lawsuit.

If the Company is instructed by a court or agency to garnish an employee's wages, the employee will be notified of the garnishment at once. Please note that the Company is legally required to comply with these orders. If an employee disputes or has concerns about the amount of a garnishment, they must contact the court or agency that issued the order.

Section 8

Employee Benefits

8.1 Employee Benefit Plans

As part of Gravity's commitment to employees and their family's well-being, the Company provides a variety of benefit plans, including medical, dental, and vision insurance policies; 401(k) participation; life insurance policies; and various optional supplemental policies. In accordance with applicable state and federal laws, the Company reserves the right to amend or terminate its benefit programs at any time based on its sole discretion.

Although those plans are introduced in this section, the Company cannot provide the details of each plan here. Employees will receive official plan documents for each of the benefit plans that the Company offers. Those documents (along with any updates that the Company provides to employees) should be the primary resource for information about Gravity's benefit plans. In the event of a conflict between those documents and the information in this Handbook, the official plan documents shall be the primary resource for information regarding benefits.

The benefits Gravity provides are meant to help employees maintain a high quality of life -- both professionally and personally. Our Company sincerely hopes that each employee will take full advantage of these benefits. If employees don't understand information in the plan documents or if they have any questions about the benefits the Company offers, they should reach out to a Human Resources representative.

8.2 Health Care Benefits

Because employee health is of great importance to Gravity, our Company offers: medical, dental, and vision coverage. If an employee has not already received summary plan documents about each of these benefits, they should contact a representative in the Human Resources Division.

8.3 Workers' Compensation Insurance

If an employee suffers from an illness or injury that is related to their work, they may be eligible for workers' compensation benefits. Workers' compensation will pay for medical care and lost wages resulting from job-related illnesses or injuries.

If an employee is injured or becomes ill through work, they should inform their supervisor immediately regardless of how minor the injury or illness might be. This will enable an eligible employee to qualify for coverage as quickly as possible.

Gravity provides a comprehensive Workers' Compensation Insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, Workers' Compensation Insurance provides benefits after a short period or, if the employee is hospitalized, immediately.

8.4 Life Insurance

Life insurance offers an employee's family financial protection in the event of a death. Gravity provides a basic life insurance plan for all eligible employees.

Accidental Death and Dismemberment (AD&D) insurance provides financial protection for employees and their beneficiaries in cases of serious injury or death resulting from an accident, and this coverage is provided as part of Gravity's life insurance plan.

Employees who are classified as full time will be automatically enrolled in the life insurance plan and will be subject to all terms and conditions of the agreement between Gravity and the insurance carrier.

Details of the Gravity life insurance plan, including benefit amount, are described in the Summary Plan Description provided to eligible employees. Contact a Human Resources Representative for more information about life insurance benefits.

8.5 401(k) Benefits

Gravity currently offers a 401(k) Plan designed to assist employees in building financial security for the future. Employees are eligible to participate in Gravity's 401(k) Plan after a short waiting period described in the benefits guide. While there are no annual minimum contributions to an employee's contribution amount, there is a maximum annual contribution amount. For further information regarding this benefit, please contact our Benefits Department.

Section 9

Use of Company Property

9.1 Company Property

Gravity has invested a great deal of money in the property and equipment that employees use to perform their jobs. It is a senseless and avoidable drain on this Company's bottom line when people abuse Company property, misuse it, or wear it out prematurely by using it for personal business. It is everyone's responsibility to take care of Gravity's machinery, equipment, and facilities on a daily basis including appropriate pre-inspections, routine maintenance and preventative maintenance and proper operation.

Gravity asks all employees to take care of Company property and equipment as well as report any problems to their immediate supervisor. If a piece of equipment or property is unsafe for use, it should be reported immediately. Property should only be used in the manner intended and as instructed.

Failure to use Company property or equipment appropriately, and failure to report problems or unsafe conditions, may result in disciplinary action, up to and including termination.

9.2 Company Vehicles

Gravity has invested in Company vehicles so that employees can use them for Company business in place of their own vehicles.

The Company needs the help of employees to keep vehicles in good condition. Employees should keep them clean, and free from any trash. Accidents, mechanical problems, or other problems with Company vehicles should be reported immediately to their supervisor. Only authorized employees may use Company vehicles.

Employees may not use Company vehicles while under the influence of drugs or alcohol or while otherwise impaired.

Employees must have a valid driver's license to use Company vehicles, and the Company expects employees will drive in a safe and courteous manner. If an employee receives any tickets for parking violations or moving violations, you are responsible for taking care of them.

Violating this policy in any way, may result in disciplinary action, up to and including termination.

If an employee has been assigned a Company vehicle, it is their responsibility to keep the car in good condition and repair. At a minimum, this means keeping the car clean, bringing it in for scheduled maintenance by an authorized service department, and checking and changing the oil on schedule. Periodically, the Company may inform employees of other ways in which they must care for the vehicle.

9.3 Return of Company Property

When employment with Gravity ends, the Company expects employees to return Company property -- and to return it clean and in good repair. This includes this Employee Handbook, all manuals and guides, documents, phones, computers, equipment, keys, and tools.

Unless prohibited by applicable state and federal laws, if an employee does not return a piece of property, they will hereby provide written authorization for the Company to deduct from the employee's final paycheck the cost of replacing that piece of property. Unless prohibited by applicable state and federal laws, if an employee returns a piece of property in disrepair, the employee hereby authorizes the Company to deduct from their final paycheck the cost of repair.

The Company also reserves the right to take any other lawful action necessary to recover or protect its property.

Section 10 Leave and Time Off

10.1 Vacation

Gravity recognizes that employees need to take time off occasionally to rest and relax, enjoy a vacation, or attend to personal matters. That's why the Company offers a paid vacation program.

Full time employees are eligible to use accrued vacation hours (hours are accrued from the beginning of employment) after they have completed 90 days with the Company.

Eligible employees accrue vacation time according to the following schedule:

Year ONE through Year FIVE

- An employee will accrue vacation hours (that you can use upon manager approval) every pay period at a rate that leads to you having TWO weeks (80 hours) of paid vacation per year. This rate of accrual is calculated at 3.08 hours per pay period.

Year FIVE through Year TEN

- Starting the first pay period after an employee's fifth year is completed they will start accruing at a rate that leads to having THREE weeks (120 hours) of vacation every twelve months. This rate of accrual is calculated at 4.61 hours per pay period.

Year TEN and Beyond

- Once an employee has completed TEN years with Gravity, they start accruing vacation days at a rate that leads to them having FOUR weeks (160 hours) of vacation accrued after a twelve month period. This rate of accrual is calculated at 6.15 hours per pay period.

The maximum amount of vacation hours an employee can have is 150% of what is accrued in the span of one year (i.e., an employee here for 19 months and has not used any vacation time, will only have THREE weeks of paid vacation hours accrued in their profile).

Once an employee reaches this maximum, they will stop accruing hours and will need to use vacation time in order to continue to accrue hours. After the employee uses vacation time that brings them below the 150% threshold, they will start to accrue hours again until they reach their maximum amount of hours.

Employees may have an alternative accrual rate based on previous arrangements set by the Company. These employees will be aware of this variance and if there are any questions, they should reach out to a Human Resources representative.

All employees should make a written request to use vacation time and receive written approval from their supervisor. It is not a supervisor's responsibility to track the vacation time employees have available and notify the employee when they are about to reach their maximum. Except where state law requires, sick leave will not be paid out upon termination of employment, whether voluntary or involuntary. PTO will be paid upon termination if proper notice is given or it is required by state law to do so.

10.2 Holidays

All full time regular status employees are eligible for holiday pay. If a holiday occurs during an employee's vacation or sick leave, they will not be allowed to exceed 40 hours for the week. The holiday pay will be paid and the paid time off will not pertain to the holiday recognized by the Company. It has always been Gravity's policy that "we work when our customer works". If a segment leader, division head, regional manager/director, or branch manager decides to have their doors open on any of these holidays, it will be to the discretion of that business leader.

Gravity recognizes the following days as official holidays:

New Year's Day

Thanksgiving Day

Memorial Day

Day after Thanksgiving

Independence Day

Christmas Eve

Labor Day

Christmas Day

Salary team members will be allowed to receive time off on these holidays, but are subject to work if, and only if, it is deemed necessary by their manager and is an immediate need for that location or office.

10.3 Sick Leave

The Company provides a limited number of paid sick days to all employees who have been with Gravity Oilfield Services for at least 90 days. An employee must report to their supervisor if they will need to take sick leave. The Company asks that employees call in as soon as they realize that they will be unable to work, before the regular start of their work day. **Unless an employee has received prior written approval covering an absence, the employee must report to their supervisor by phone each day they are out on sick leave.**

Sick leave is not to be used as extra vacation time, personal days, or "mental health" days. Any employee who abuses sick leave may be subject to discipline.

The number of consecutive days of sick leave allowed is determined on a case-by-case basis by the manager of that location. Each manager has the discretion not to allow paid sick leave if the team member requesting does not communicate properly with their immediate supervisor in a timely matter or is found to be abusing the sick leave program.

When an employee runs out of sick leave, if there is a day needed off due to illness or injury, the time off will be unpaid unless the team member can use accrued vacation days for the time they are off for sick leave. After vacation days are used, any sick leave will be unpaid.

Team members should use sick leave when they are unable to work due to illness or injury. Employees should not report for work if they are feeling too ill to do their job, have a fever, or have a contagious illness, such as influenza. By staying home and using paid sick leave, the employee is supporting their own health and preventing transmission of communicable illness to

coworkers and customers. If the supervisor or manager determines that an employee is not feeling well enough to work, the supervisor or manager has the right to send the employee home until they recover from the illness.

10.4 Family and Medical Leave of Absence

FMLA leave is provided in compliance with the Family and Medical Leave Act of 1993, as amended. When questions arise concerning FMLA leave that are not answered in this section, the Company shall refer to federal regulations, 29 C.F.R. Part 825, for additional guidance. These regulations are controlling in any matter on which this policy does not cover.

Basic Leave Entitlement - FMLA requires the Company to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Eligible employees may take up to twelve weeks (or 26 weeks in the case of service member leave) of leave during a rolling twelve-month period. The twelve-month period is determined by measuring backward from the date an employee takes any FMLA leave. Spouses who are employed by the Company and who request FMLA leave for the birth, adoption, or foster care placement of a child with the employee, are eligible for a combined twelve weeks between the two employees. In other words, both employees continue to be eligible for twelve weeks of leave apiece, but may only take twelve weeks between them for this event.

Military Family Leave Entitlements - Eligible employees whose spouse, son, daughter, or parent on covered active duty or call or order to covered active duty status in the National Guard, Reserves or Regular Armed Forces in support of a contingency operation may use their 12-week

leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, attending post-deployment reintegration briefings, or caring for a covered military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a "serious injury or illness" for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a "serious injury or illness". For purposes of section (1) of the immediately preceding sentence, a "serious injury or illness" for a current service member means an injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating. The definition of a "serious injury or illness" for a current service member in section (1) also includes injuries or illnesses that existed before the beginning of the member's active duty and were aggravated by service in the line of duty on active duty in the Armed Forces. The definition of a "serious injury or illness" in section (2) for a covered veteran means an injury or illness that was incurred or aggravated by the member in the line of duty on active duty in the Armed Forces and manifested itself before or after the member became a veteran, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; or (3) a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do

so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Benefits and Protections - During FMLA leave, the Company will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work, provided that the benefits continue to be available to employees. If you are on a paid leave, the premiums will be deducted from your pay as usual. Benefits such as PTO do accrue during a FMLA leave. The period of time an employee is on FMLA leave will be treated as continued service for purposes of vesting and eligibility to participate under any available pension or retirement plan. An employee on FMLA leave is not eligible for holiday pay for a holiday which falls during unpaid FMLA leave.

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave. While on leave, an employee must continue to pay the employee's loan payments for any applicable benefits which would otherwise be automatically deducted from the employee's wages (e.g., supplemental life insurance, credit union loans, etc). They must also make their own arrangements for payments of child support, wage garnishments, etc. Contact a Human Resources Representative for details regarding loan payments.

An employee who does not return from leave, may be required under certain circumstances provided the FMLA, to reimburse the Company for any employee contributions paid by the Company while the employee was on unpaid leave.

Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. The employee should notify the Human Resources Representative of his or her intent to return to work two weeks prior to the anticipated date of return, as well as any medically necessary changes in the date of return. If the leave involved is uninterrupted, continuous leave due to the employee's own serious health condition, the Company will require the employee to provide a job-related medical certification of fitness before the employee is allowed to return to work. Failure to provide this certification may result in the delay or denial of job restoration. An absence for FMLA leave is not an "occurrence" for purposes of the Company's attendance policy.

Eligibility Requirements - Employees are eligible if they have worked for the Company for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the Company within 75 miles. All periods of absence from work due to or necessitated by the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”) - covered service is counted in determining an employee’s eligibility for FMLA leave.

Definition of Serious Health Condition - A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave - An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations. Leave due to qualifying circumstances may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave - The Company requires use of accrued paid leave while taking FMLA leave. In using this accrued paid leave while taking FMLA leave, employees must comply with the Company's normal paid leave policies contained herein.

Employee Responsibilities - Employees must provide 30 days’ advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days’ notice is not possible, the employee must provide notice as soon as practicable and must comply with call-in procedures contained herein.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Notice to the Company is accomplished by completing a FMLA request form, which is available from the Human Resource Division. If the reason for leave involves the employee's serious health condition, you will be provided with a Certification of Health Care provider that must be completed by your physician and returned to the Human Resources Representative within 15 calendar days. In its discretion, the Company may request a second medical opinion at the Company's expense for verification of an employee's serious health condition. If the first and second opinions differ, the Company, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Company and the employee. In addition, while the employee is on leave, the Company may require the employee to provide periodic recertification of the employee's medical condition and may inquire as to the employee's intentions to return to work. Failure to timely provide completed FMLA leave request forms and medical certifications could result in the denial of your leave or the postponement of the approval of such leave or render such absences unapproved.

The Company's Responsibilities - The Company is responsible for informing employees requesting leave whether they are eligible under FMLA. If they are, the Company's notice will specify any additional information required as well as the employee's rights and responsibilities. If they are not eligible, the Company will provide a reason for the ineligibility.

The Company will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the employee.

Unlawful Acts by Employers - FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA; discharge or discriminate

against any person for opposing any practice made unlawful by FMLA, or for involvement in any proceeding under or relating to FMLA.

10.5 Bereavement Leave

If employee suffers the death of a family member, they are entitled to take up to 5 days (40 hours) off work per calendar year. This leave will be paid based on the discretion of the employee's supervisor.

10.6 Military Leave

As required by USERRA, Company applicants and employees who apply for or perform military service, whether on a voluntary or involuntary basis, will not be denied initial employment, reemployment, retention in employment, promotion or any benefit of employment on the basis of the performance of military service.

Eligible military service includes performance of a duty on a voluntary or involuntary basis in a uniformed services, including, but not limited to, active duty, active duty for training, initial active duty for training, inactive duty training, full time National Guard duty, and a period of time for which the employee is absent to determine fitness for any of the above types of duty.

Any employee who enters the uniformed services of the United States will be granted a military leave of absence. To qualify for reemployment, an employee must have:

- Not been separated from uniformed services with a dishonorable or bad conduct discharge, or a separation that was "other than honorable";
- Given the Company written or verbal notice in advance of service; provided, however, no notice is required if the notice is precluded by military necessity (as determined solely and exclusively by the Secretary of Defense) or, under all relevant circumstances, notice is impossible or unreasonable;

- A cumulative length of absence, including any previous military absence while employed by the Company, which does not exceed five years; provided, however, the five year threshold is subject to the exception set forth in USERRA; and
- Applied for reemployment with the Company according to these guidelines:

Length of Period of Service

Less than 31 days

Reemployment Guidelines

Return to work at the beginning of the next regularly scheduled work day after completion of service and time to travel from place of service to residence, plus eight hours or as soon as possible after the eight hours of rest if otherwise reporting at the conclusion of the rest period is impossible or unreasonable through no fault of the person.

More than 30 days, but less than 181 days

Submit an application for reemployment within fourteen days after completion of service or the next full calendar day if otherwise reporting within that period is impossible or unreasonable through no fault of the person.

Length of Period of Service

More than 180 days

Reemployment Guidelines

Submit an application for reemployment within ninety days after completion of service.

These aforementioned reporting or application deadlines may be extended for up to two years for employees who are hospitalized or convalescing from an illness or injury incurred in or aggravated by the employee's military service. The two year period will be extended by the minimum time required to accommodate a circumstance beyond an individual's control that would make reporting within the two-year period impossible or unreasonable.

If an employee does not report to work as stated above, the employee's reemployment rights are not automatically forfeited, but the employee will be subject to the Company's attendance policy.

Upon reemployment, an employee whose military service lasted 1 to 90 days will be placed in the position he/she would have attained were it not for the break in employment, including any promotions, pay increases, cost of living increases, etc. that the employee would have received had he/she been continuously employed, so long as the employee is qualified for the job or can become qualified after reasonable efforts by the Company. If the employee is not qualified to perform the duties of the position he/she would have held had the employee remained continuously employed after reasonable efforts by the Company, the employee will be placed in the position the employee held when the military leave commenced, or a position that is the nearest approximation to the positions described in this sentence and the immediately preceding sentence which the employee is able to perform, will full seniority..

Upon reemployment, an employee whose military service lasted 91 or more days will be placed in the position he/she would have attained were it not for the break in employment, including any promotions, pay increases, cost of living increases, etc. that the employee would have received had he/she been continuously employed, or a position of like seniority, status and pay, so long as the employee is qualified for the job or can become qualified after reasonable efforts by the Company to qualify the employee. If the employee is not qualified to perform the duties of the position he/she would have held had the employee remained continuously employed, or a position of like seniority, status and pay, after reasonable efforts by the Company, the employee will be placed in the position the employee held when the military leave commenced, or a position of like seniority, status, and pay the duties of which the person is qualified to perform. If the employee cannot qualify for any of the positions set forth in this paragraph above, the employee will be placed in another position that most nearly matches the above positions in this

paragraph (in that order) the duties of which the employee is qualified to perform, with full seniority.

The Company will make reasonable efforts to accommodate an employee's disability so that the employee can perform the position that person would have held if the person had remained continuously employed. However, if a disability incurred in or aggravated during military service prevents the employee from performing the job he/she would have held had he/she remained continuously employed, after the Company makes reasonable efforts to accommodate the disability, the employee will be placed in a position of equivalent seniority, status and pay, the duties of which he/she is qualified to perform or a position which is the nearest approximation of like seniority, status and pay.

Military leaves are unpaid, but the employee may use accrued PTO during the absence. Employees will be allowed to continue health care insurance coverage at their current level of coverage by paying the employee portion of the insurance premium during the absence. Coverage will continue until the earlier of (1) twenty four months after the date the military absence began; or (2) for the period of service (plus the time allowed to apply for reemployment). Upon reemployment, any break in employment due to military service will not be treated as a break in service for purposes of determining forfeiture of accrued benefits and accrual of benefits under any retirement plan.

10.7 Voting

Gravity encourages employees to exercise their right to vote. The polls on Election Day are generally open for twelve (12) hours or more, therefore employees are strongly encouraged to exercise their right to vote before or after their shift. Should an employee's work schedule conflict with the voting times, early voting is also available.

10.8 Jury Duty

If an employee is called for jury duty, they may take time off, as necessary, to fulfill their jury obligations. This leave will be paid for up through the length of jury service. No employee will face discipline or retaliation for jury service. They may be asked to provide proof of jury duty service.

All employees must immediately inform their supervisor when they receive their jury duty summons. If an employee is chosen to sit on a jury, they must inform their supervisor how long the trial is expected to last. An employee must also check in with their supervisor periodically during their jury service, so the Company knows when to expect them back at work.

10.9 Maximum Duration of Leave

The maximum duration of a leave of absence under the Company's policies (including any single or combination of leaves of absence provided for under these policies) is 90 days. No employee may be absent from and/or unable to work for more than 90 consecutive days regardless of the reason for the absence or inability to work (e.g., vacation, personal business, a family death, an employee's injury, illness or other medical condition, whether work-related or not). If an employee is absent and/or unable to work for more than 90 consecutive days, the employee will be removed from payroll and his/her employment shall be separated. Upon such separation of employment, the employee will be designated eligible for rehire, but shall have no employment or recall rights. To be considered for rehire, the discharged employee must apply for employment with the Company like any other applicant for employment. The discharged employee's rehire will depend upon whether an existing position for which he/she is qualified is vacant and whether he/she is the best qualified applicant for the position.

Leave taken under the Family and Medical Leave Act of 1993, or the Uniformed Services Employment and Reemployment Rights Act or leave granted as a reasonable accommodation to a qualified individual with a disability shall not count as a period of absence under this policy.

In determining whether an employee has reached the maximum of 90 consecutive days of absence, if, after an employee returns to work, the condition that caused the employee's absence recurs within thirty (30) calendar days and results in the employee's further absence, the period of further absence will be considered a continuation of the employee's original absence and the period of original absence and period(s) of further absence will be deemed periods of consecutive absence for purposes of enforcing this policy.

Section 11 Performance

11.1 Performance Evaluation Program

Because our employees' performance is vital to our success, we conduct periodic reviews of individual employee performance. Each area of the business has a performance evaluation program designed to allow for timely communication and feedback of performance and goals in a manner that is consistent with the industry and business needs. The performance evaluation is designed to evaluate performance, establish goals, increase productivity and help design development/training plans. Our Company hopes that, through these reviews, employees will learn what the Company expects of them, and the Company will learn what they expect of it.

Gravity requires all employees to participate in the review process. Failure to participate could lead to discipline, up to and including termination.

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis.

To learn more about our performance review system, employees should contact their immediate supervisor.

Section 12

Workplace Behavior

12.1 Professional Conduct

People who work together have an impact on each other's performance, productivity, and personal satisfaction in their jobs. In addition, how employees act toward customers and vendors will influence whether those relationships are successful for the Company.

Because an employee's conduct affects many more people than just themselves, Gravity expects employees to act in a professional manner whenever they are on Company property, conducting Company business, or representing the Company at business or social functions.

Although it is impossible to give an exhaustive list, the Company expects its employees to do the following, at a minimum:

- follow all of the rules in this Handbook that apply to them;
- refrain from rude, offensive, or outrageous behavior;
- refrain from ridicule and hostile jokes;
- treat coworkers, customers, and vendors with patience, respect, and consideration;
- be courteous and helpful to others; and
- must communicate openly with supervisors, managers, and coworkers.

Individuals who act unprofessionally will face disciplinary action, up to and including termination.

The success of this Company depends in great part on the loyalty and good will of its customers. As a result, Gravity expects its employees to behave in the following manner when interacting with customers:

- treat all customers with courtesy and respect; and
- always be helpful and cheerful toward customers.

Anyone in a supervisory position is not allowed to have a romantic relationship (in or outside the workplace) with someone that falls under their immediate supervision or line of succession.

Those who are found to have violated this policy (both parties involved) will be subject to appropriate disciplinary action, up to and including termination.

12.2 Standards of Conduct

To ensure orderly operations and provide the best possible work environment, Gravity expects employees to follow standards of conduct that will protect the interests and safety of all team members.

Certain actions may give rise to disciplinary action or immediate termination or result in corrective action prior to termination. Since employment is at-will, the guidelines below for corrective action, disciplinary action or termination do not create any contractual or other rights for any employees. The Company does not adhere to any formal system of corrective action and management's right to take corrective action to improve performance or to terminate employment is absolute.

Generally, situations which may necessitate disciplinary action, correction action and/or termination of employment, include but are not limited to:

- Violation of Company standards, policies or procedures;
- Jeopardizing the Company's operating objectives by an employee's actions;
- Using, being under the influence of, or in the possession of narcotics, intoxicants or other controlled substances during work hours, or reporting to work under the influence;
- When deemed in the best interest of the Company;
- Failing to fully cooperate in any Company investigation;
- Altering or falsifying the Company's documents such as: time sheets, hours of service, expense reports, employment applications, or misrepresenting hours worked, including failure to record all hours worked; and
- Failing to follow safety processes or working in an unsafe manner.

Other situations involving conduct, which are normally cause for disciplinary action, up to and including termination of employment:

- Acting rudely toward any customer, vendor or co-worker
- Fighting or provoking a fight on Company premises or customer location
- Being convicted of any morals charge or felony
- Sleeping while on duty
- Insubordination (refusal to perform duty or responsibility)
- Dishonest practices or theft
- Violation of the Equal Employment Opportunity policy
- Violation of the Anti-Harassment policy
- Poor performance, inefficiency, or failure to perform satisfactorily on the job
- Failure to report an on-the-job accident or injury or customer accident or injury to the supervisor immediately
- Tampering or disabling GPS devices on Company vehicles or property
- Breach of confidentiality of payroll information
- Gossip and/or spreading rumors or misinformation, engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same
- Negligence or any careless action which endangers the life or safety of another person. Destroying or damaging property belonging to the Company, a fellow employee, a customer or business associate; and
- Off-duty conduct, which adversely affects Company business, reputation, or goodwill in the community, which is, in our view, serious enough to justify termination of employment.

Individuals who act unprofessionally will face disciplinary action, up to and including termination.

12.3 Punctuality and Attendance

Employees are important to the effective operation of this business. When an employee is not in their workplace at expected times or on expected days, someone else must do their job or delay doing his or her own job while waiting for them to arrive. If an employee works with customers or vendors, they may grow frustrated if they cannot reach them during their scheduled work times.

As a result, Gravity expects employees to keep regular attendance and to be on time and ready to work at the beginning of each scheduled workday. (In Section 6:1 of this handbook, there is a description of this Gravity's work hours, timekeeping, and scheduling policies.)

Of course, things will sometimes happen that will prevent employees from showing up to work on time. For example, they may be delayed by weather, a sick child, or car trouble. If they are going to be late, they must call their immediate supervisor. The Company asks they give this notice as soon as practicably possible.

If an employee must miss a full day of work for reasons other than vacation, sick leave, or other approved leave (such as leave to serve on a jury or bereavement leave), they must notify their supervisor at least one month prior to the absence or as soon as practicable. (Information about this Company's vacation and leave policies can be found in this handbook in Section 10.)

If an employee is late for work or fails to appear without calling in as required by this policy or by other policies in this handbook, they will face disciplinary action, up to and including termination.

12.4 Employee Appearance and Dress

In an effort to maintain a professional environment, all employees are expected to exercise common sense when they dress for work. Gravity asks that they please dress appropriately for their position and job duties, and please make sure they are neat and clean at all times. It is strongly suggested that extremes, such as flashy or revealing clothing articles be avoided.

If employees have any questions about the proper attire for their position, they can contact their supervisor. The Company places specific restrictions on the dress and appearance of some employees for safety reasons. To learn about those restrictions, employees should consult their supervisor.

12.5 Threatening, Abusive or Vulgar Language

Gravity expects its employees to treat everyone they meet through their jobs with courtesy and respect. Threatening, abusive, or vulgar language has no place in our workplace. It destroys morale and relationships, and it impedes the effective and efficient operation of the Company's business.

As a result, Gravity will not tolerate threatening, abusive, or vulgar language from employees while they are on the worksite, conducting Company business, or attending Company-related business or social functions.

If an employee has any questions about this policy, they can contact their supervisor or a Human Resources Representative.

Employees who violate this policy will face disciplinary action, up to and including termination.

12.6 Fighting

Verbal or physical fighting on Company property, a Company event, or anywhere connected to the Company, among employees is absolutely prohibited. Employees shall not engage in, provoke or encourage a fight under any circumstances.

Those who violate this policy will face disciplinary action, up to and including termination.

12.7 Sleeping on the Job

When employees arrive at work, the Company expects them to be physically prepared to work through their day. Employees who sleep on the job dampen morale and productivity and deprive us of their work duties.

Sleeping on the job may create a safety hazard. Employees who work in the field or in the shop create unacceptable risks to their own safety and the safety of others when they fail to be attentive and alert while working. For these employees, sleeping on the job violates both this policy and our safety policies. (See Section 13 of this handbook for information about our safety program.)

As a result, Gravity does not allow any employee to sleep while at work. Employees who feel sick or unable to finish the day because of weariness should talk to their immediate supervisor about using sick leave to take the rest of the day off.

12.8 Insubordination

The workplace operates on a system of mutual respect between supervisors and employees. Supervisors must treat their employees with dignity and understanding, and employees must show due regard for their supervisor's authority.

Insubordination occurs when employees unreasonably refuse to obey the orders or follow the instructions of their supervisors. It also occurs when employees, through their actions or words, show disrespect toward their supervisors. Insubordinate employees will face disciplinary action, up to and including termination.

The Company understands, however, that there will be times when employees have valid reasons for refusing to do as their supervisor says. Perhaps the employee fears for his or her safety or the safety of others. Perhaps the employee believes that following instructions will violate the law or pose some other problem for this Company or maybe the employee thinks that there is a better way to accomplish a goal or perform a task. When these issues arise, the Company does not ask employees to blindly follow orders. Instead, Gravity asks that employees explain the situation to

their supervisor. If, after hearing the employee's side, the supervisor continues to give the same order or rule, the employee must either obey or refuse to obey and follow the complaint procedures set forth in this Employee Handbook.

12.9 Personal Cell Phones at Work

Although Gravity allows employees to bring their personal cell phones to work, it is expected for employees to keep personal conversations to a minimum. While occasional, brief personal phone calls are acceptable, frequent or lengthy personal calls can affect productivity and disturb others.

Employees must silence the ringers on their cell phones while in meetings or trainings.

Employees who violate this policy will be subject to disciplinary action, up to and including termination.

12.10 Discipline

Each manager and supervisor has the authority, responsibility and obligation to use effective disciplinary measures to enforce Gravity's various policies and procedures. Discipline is designed to achieve correction and to prevent recurrence of behavioral or performance problems. Discipline should be proportionate to the seriousness of the violation. When taking disciplinary action, Gravity will strive to be timely, fair and consistent. Gravity reserves the right to take into account the seriousness, willfulness, and/or repetitive nature of the offense when taking disciplinary action.

This policy does not create a formal progressive discipline procedure. However, managers should generally strive to use a stepwise progression of corrective measures to bring about needed change. Under certain circumstances, managers may choose to forego stepwise measures and suspend, or even terminate, an employee for a first offense. Such measures are consistent with Gravity's At-Will Employment Policy.

Section 13

Health and Safety

13.1 Safety Policy

Working safely is every employee's responsibility. Gravity strives to provide a safe and accident free workplace for all employees. Employees, visitors, contractors, and all third parties are required to take adequate safety precautions while on Company property. In order to provide a safe workplace for everyone, every employee must follow the following safety rules:

- Horseplay, roughhousing, and other physical acts that may endanger employees or cause accidents are prohibited.
- Employees must follow their supervisor's safety instructions.
- Employees in certain positions may be required to wear protective equipment, such as flame resistant clothing (FRCs), hard hats, safety glasses, work boots, ear plugs, or masks. Supervisors will let employees know if their position requires protective gear.
- Employees in certain positions may be prohibited from wearing dangling jewelry or apparel, or may be required to pull back or cover their hair for safety purposes. Supervisors will tell employees if they fall into one of these categories.
- All equipment and machinery must be used properly. This means all guards, restraints, and other safety devices must be used at all times. Do not use equipment for anything other than its intended purpose.
- All employees must immediately report any workplace condition that they believe to be unsafe to their supervisor. The Company will look into the matter promptly.
- All employees must immediately report any workplace accident or injury to their immediate supervisor and/or a Gravity HSE Department Representative.

Gravity provides all employees coverage and protection in accordance with the pertinent state Workers' Compensation Laws.

Failure to report accidents is a serious matter as it may preclude an employee's coverage under Workers' Compensation Insurance. If a manager fails to report the incident to the HSE department, there will be disciplinary action, up to and including termination.

In case of an emergency, such as a fire, earthquake, or accident, an employee's first priority should be their own safety. In the event of an emergency, resulting in serious injuries, employees should *DIAL 9-1-1* to alert police and rescue workers of the situation and their location.

If an employee hears a fire alarm or in case of an emergency that requires evacuation, they must proceed quickly and calmly to the emergency exits. They should not return to the workplace to retrieve personal belongings or work-related items.

13.2 Smoking Policy

To accommodate employees who smoke as well as those who do not, the Company has created smoking and nonsmoking areas. Smoking is allowed only in areas that have been designated as authorized smoking areas. Employees who smoke are required to observe these signs and to smoke in designated areas only.

13.3 Violence Is Prohibited

We will not tolerate violence in the workplace. Violence includes physical altercations, coercion, pushing or shoving, horseplay, intimidation, stalking and threats of violence. Any comments about violence will be taken seriously—and may result in termination.

13.4 Domestic Violence

If an employee has been threatened or is concerned about violence or abuse by a current or former spouse, intimate partner, or other family member, Gravity encourages the employee to report it to their immediate supervisor or preferably the police department. The Company will keep this information as confidential as possible. The Company will not discriminate against

employees who are victims of domestic violence. Once an employee makes a report, the Company will decide what steps to take for the employee's safety and the safety of other employees. The Company may ask the employee to provide copies of any restraining orders or other legal papers they have filed against the abuser, as well as a picture of the abuser, for security purposes. Gravity understands that domestic violence can affect performance and attendance. If an employee needs time off to ensure their own safety, appear in court, or handle other matters relating to domestic violence, they must communicate that with their supervisor.

13.5 No Mobile Device Use While Driving

Gravity knows that employees may use their mobile devices, whether these devices belong to the employee or are issued by the Company, for work-related matters.

However, employees are prohibited from using mobile devices while driving. The Company is concerned for the employee's safety and for the safety of other drivers and pedestrians, and using a mobile device while driving can lead to accidents.

If an employee must make a work-related call (without access to hands-free options) or send or read a text while driving, they must wait until they can pull over safely and stop the car before calling or texting. If an employee receives a work-related call while driving, and they are unable to use these means, then they must ask the caller to wait while they pull over safely and stop the car. If they are unable to pull over safely, they must tell the caller that they will have to call back when it is safe to do so.

Those who violate this policy will be subject to disciplinary action, up to and including termination.

Employees may use hands-free equipment to make or answer calls while driving without violating this policy. However, safety must always be an employee's first priority. If, because of weather or traffic conditions or for any other reason, an employee is unable to concentrate fully on the road, they must either end the conversation or pull over and safely park their vehicle before resuming their call.

Section 14

Employee Privacy

14.1 Company and Personal Property Are Subject to Search

Employees do not have a right to privacy in their workspaces, any other Company property, or any personal property they bring to the workplace. Gravity reserves the right to search Company premises at any time, without warning, to ensure compliance with policies, including those that cover employee safety, workplace violence, harassment, theft, drug and alcohol use, and possession of prohibited items. Gravity may search Company property, including but not limited to lockers, desks, file cabinets, storage areas, and workspaces. If an employee uses a lock on any item of Company property (a locker or file cabinet, for example), they must give a copy of the key or combination to their immediate supervisor. Gravity may also search personal property brought onto Company premises, including but not limited to toolboxes, briefcases, backpacks, purses and bags.

Likewise, Gravity wishes to discourage theft or unauthorized possession of the property of employees, visitors, and customers. To facilitate enforcement of this policy, a member of management may search not only desks and lockers, but also persons entering and/or leaving the premises and any packages or other belongings. Employees who wish to avoid such inspections and searches should not bring such items onto Company premises.

14.2 Personal Property

Gravity is not responsible or liable for any lost, stolen or damaged personal items (including an employee's personal vehicle) brought to work by employees. Employees should keep their valuables at home. Handbags, purses, totes, and anything the employee considers personal and valuable should be kept out of sight, either in a locked desk or cabinet. It is the employee's responsibility to look after his or her personal property and keep such items in a secure spot.

Section 15

Computers, Email, and the Internet

15.1 Email

All Conduct Rules Apply to Email

All Company policies and rules of conduct apply to employee use of the email system. This means, for example, that employees may not use the email system to send harassing or discriminatory messages, including messages with explicit sexual content or pornographic images; to send threatening messages; or to reveal Company trade secrets or confidential information.

Professional Tone and Content

Gravity expects employees to exercise discretion in using electronic communications equipment. When an employee sends an email using the Company's communications equipment, they are representing the Company. Employees should make sure that their messages are professional and appropriate, in tone and content. Email messages between people may seem like private conversations, but remember that emails can be printed, saved and forwarded to unintended recipients. Employees should not send any emails that they wouldn't want their boss to read.

Email Security

To avoid email viruses and other threats, employees should not open email attachments from people and businesses they don't recognize, particularly if the email appears to have been forwarded multiple times or has a nonexistent or peculiar subject heading. Even if an employee knows the sender, they should not open an email attachment that has a strange name or is not referenced in the body of the email -- it may have been transmitted automatically, without the sender's knowledge.

If an employee believes their computer has been infected by a virus, worm, or other security threat to the Company's system, they must inform the IT Department immediately.

Employees may not share their email passwords with anyone, including coworkers or family members. Revealing passwords to the Company's email system could allow an outsider to access the Company's network.

Retaining and Deleting Email Messages

Because email messages are electronic records, certain messages must be retained for compliance purposes. If an employee has any questions about whether and how to retain a particular email message, they must ask their manager.

Because of the large volume of emails our Company sends and receives each day, the Company discourages employees from storing large numbers of email messages that are not subject to a retention requirement. Employees must make a regular practice of deleting email messages once they have read and/or responded to them. If an employee needs to save a particular message, they may print out a paper copy, archive the email, or save it on their hard drive or disk.

The Company may have occasion to suspend usual rules about deleting email messages (for example, if the Company is involved in a lawsuit requiring it to preserve evidence). If this happens, employees will be notified of the procedures to follow to save email messages. Failure to comply with such a notice could subject the Company to serious legal consequences, and will result in disciplinary action, up to and including termination. Any employee who violates this policy can be subject to disciplinary action, up to and including termination.

No Solicitation By Email

Employees may not use the email system to solicit others to patronize an outside business or to support an outside organization, a political candidate or cause, or a religious cause. Nothing contained in this No Solicitation By Email policy is intended to restrict an employee's rights under the National Labor Relations Act, including without limitation the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid and protection.

15.2 Using the Internet

Gravity has established a policy regarding the use of electronic communications such as computers, internet, email, and telephones in an effort to make certain that employees utilize electronic communication devices in a legal, ethical and appropriate manner.

Employees are encouraged to utilize sound judgment whenever using any feature of the communications system.

Gravity's policy against unlawful harassment, including sexual harassment and antidiscrimination extends to the use of the Company's communications system.

While computers and other electronic devices are made accessible to employees to assist them in performing their jobs and promote the Company's interests, employees should not maintain an expectation of privacy. The Company retains the right to gain access to any information received by, transmitted by, or stored in any such electronic communications device, by and through its agents, employees, or representatives at any time, either with or without an employee's or third party's knowledge, consent or approval.

Internet Use is Not Private

Gravity reserves the right to monitor an employee's use of the internet at any time. Employees should not expect that their use of the internet -- including but not limited to the sites they visit, the amount of time they spend online, and the communications they have -- will be private.

15.3 Software Use

It is Gravity's policy to use licensed software only in accordance with the terms of its license agreement. Violating a license agreement is not only unethical; it is also illegal and can subject the Company to criminal prosecution and substantial monetary penalties.

To help us adhere to this policy, employees may not do any of the following without permission from their immediate supervisor:

- Make a copy of any Company software program.
- Install a Company software program on a home computer.
- Install a personal software program (that is, software owned by the employee) on any Company computer.
- Download any software program from the internet to a Company computer.

The Company may audit Company-owned computers at any time to ensure compliance with this policy.

15.4 Personal Blogs and Online Posts

Gravity recognizes that some employees may choose to express themselves by posting personal information on the internet through personal websites, social media, blogs, or chat rooms, by uploading content, or by making comments at other websites or blogs. The Company values all employees' creativity and honors their interest in engaging in these forms of personal expression on their own time, should they choose to do so.

However, problems can arise when a personal posting identifies or appears to be associated with the Company, or when a personal posting is used in ways that violate the Company's rights or the rights of other employees.

No Posting Using Company Resources

An employee may not use Company resources to create or maintain a personal blog, personal website, or personal page on a social networking site, or to upload content or make personal postings online, nor may they do so on Company time.

Guidelines for Online Posting

Employees are legally responsible for content they post to the internet, in a blog, social media site, or otherwise. They can be held personally liable for defaming others, revealing trade secrets or proprietary information, and copyright infringement, among other things.

All of the Company's policies apply to anything an employee writes in a personal blog, post to the internet, or upload to the internet. This means, for example, that an employee may not use personal postings to harass or threaten other employees or reveal Company trade secrets or confidential information. Embarrassing or unkind comments about other Company employees, customers, clients, or competitors are also inappropriate.

If, in the process of making a personal post or upload on the internet, an employee identifies themselves as an employee of our Company, whether by explicit statement or by implication, they must clearly state that the views expressed in their post, or at their blog, social media page, or website, are their own, and do not reflect the views of the Company.

Employees may not use Company trademarks, logos, or other images, nor may they make false or misleading statements about the Company's philosophy, products, services, opinions, or affiliations with other companies.

The Company may have a legal duty not to disclose certain facts, such as information on stock offerings. Revealing this information on the internet could cause very serious problems. If an employee has any concerns about the confidentiality or propriety of something they would like to post, they must check with their manager first.

Employees are strictly prohibited from publishing any personal information about themselves, another employee of the Company, a client, or a customer in any public medium (print, broadcast, digital, or online) that:

- a. has the potential or effect of involving the employee, their co-workers, or the Company in any kind of dispute or conflict with other employees or third parties;
- b. interferes with the work of any employee;
- c. creates a harassing, demeaning, or hostile working environment for any employee;
- d. disrupts the smooth and orderly flow of work within the office, or the delivery of services to the Company's clients or customers;

- e. harms the goodwill and reputation of the Company among its customers or the community at large;
- f. tends to place in doubt the reliability, trustworthiness, or sound judgment of the person who is the subject of the information; or
- g. reveals proprietary information or the Company's trade secrets.

All information published on an employee blog should comply with the Company's Confidentiality and Trade Secrets policy contained herein. This also applies to comments posted on other social networking sites, blogs and forums.

Employees should not discuss the Company's clients, customers, partners, pricing or finances without the Company's express written consent to do so.

Employees should not make any unauthorized references of any kind for any former employees of the Company on social media sites.

An employee who violates this policy will be subject to disciplinary action, up to and including termination of employment. The absence of explicit reference to a particular site does not limit the extent of the application of this policy. If no policy or guideline exists, the Company's employees should use their professional judgment and follow the most prudent course of action. If an employee is uncertain, they can consult a Human Resources representative before proceeding. Nothing contained in the Company's policy regarding Personal Blogs and Online Posts is intended to restrict an employee's rights under the National Labor Relations Act, including without limitation the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid and protection.

Endorsement of the Company's Products or Services

The Company prohibits employees from engaging in covert marketing for the Company or its products or services. If an employee publishes anything about a product or service of the Company, he/she must identify himself/herself as a Company employee. Employees are legally required to identify their employment relationship with the Company when making any

statement about the Company's products or services if it might be relevant to a consumer's decision to patronize the Company, or their failure to do so could be misleading to readers. This means, for example, that employees may not post anonymous online reviews of the Company's products, or any review that fails to identify the poster as an employee of the Company.

Section 16

Employee Records

16.1 Personnel Files

The Company maintains a personnel file on each employee. The purpose of this file is to allow the Company to make decisions and take actions that are personally important to the employee, including notifying family in case of an emergency, calculating income tax deductions and withholdings, and paying for appropriate insurance coverage.

The Company does not keep medical records or work eligibility forms in an employee's personnel file. Those files are kept separately. If an employee has any questions about their personnel file, they can contact the Human Resources Department.

16.2 Confidentiality of Personnel Files

Because the information in personnel files is by its nature personal, the Company keeps the file as confidential as possible. We allow access to an employee's file only on a need-to-know basis.

16.3 Notification of Information Changes

Because the Company uses the information in an employee's personnel file to take actions on their behalf, it is important that the information in that file be accurate. Employees need to notify an HR representative and/or their Supervisor whenever any of the following changes:

- Name
- Mailing address
- Phone number
- Dependents
- Number of dependents you are designating for income tax withholding
- Marital status
- Name and phone number of the individual whom we should notify in case of an emergency, or
- Driver's license restrictions

Section 17

Drugs and Alcohol

17.1 Alcohol and Illegal Drug Use

Gravity is committed to providing a safe, comfortable, and productive work environment for its employees. The Company recognizes that employees who abuse drugs or alcohol at work -- or who appear at work under the influence of illegal drugs or alcohol -- harm both themselves and the work environment. All active employees and applicants will be required to submit to alcohol and drug testing after a conditional offer has been made. It is a violation of Company policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs, or intoxicants.

As a result, Gravity prohibits employees from doing the following:

- The use, possession, solicitation for, sale of narcotics or other illegal drug, alcohol or prescription medication without a valid prescription, on the premises of Gravity, the premises of our customers, or while performing an assignment for the Company.
- Switching, tampering with, or altering any specimen or sample collected under Gravity's policy for the purpose of testing for drugs, or attempting to do so.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the premises of Gravity Oilfield Services or customer premises, if such impairment could have adverse effects on the employee's work performance, the safety of the employee or of others, or put at risk the reputation of the Company.
- Refusing to cooperate with any of the terms and conditions of this policy, including submitting to drug or alcohol testing, providing an adequate sample (urine, breath, saliva, hair, or blood), refusing to sign required paperwork, or failing to be available to be tested following an accident.
- Failure of an employee to notify his or her supervisor before reporting to work if he or she is under the influence of drugs or alcohol.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of a Gravity property or the premises of the customers of the Company.

- An arrest or conviction or plea of guilty relative to any criminal drug or alcohol offense. All employees must notify the Company in writing of any criminal drug arrest or conviction not later than seven (7) days after such arrest or conviction.

Illegal drug use includes more than just outlawed drugs such as marijuana, cocaine, amphetamines, opiates, PCP, or MDMA. It also includes the misuse of otherwise legal prescription and over-the-counter drugs.

This policy also covers times when employees are not working, but are on call and times when employees are driving Company vehicles or using Company equipment.

Employees who violate this policy may face disciplinary action, up to and including termination.

The Company does not prohibit employees from consuming alcohol at social or business functions that we sponsor where alcohol is served. Even at these functions, however, employees may not consume alcohol to the point of intoxication or to the point where they endanger their own safety or the safety of others.

In addition, employees involved in security and employees who work with heavy or dangerous machinery or materials may not consume any alcohol at these functions if they will be returning to work that same day.

17.2 Inspections to Enforce Drug and Alcohol Policy

Gravity reserves the right to conduct unannounced searches for illicit drugs and/or alcohol on Company premises, in Company vehicles, facilities, equipment and on-site locations. Employees are expected to cooperate in the conducting of searches. A search of an employee's personal property will be conducted, when cause exists to suspect that the employee is in violation of this policy. Gravity reserves the right to use drug dogs to search our premises. Decisions to search Company owned equipment and work space do not have to be based on any cause to suspect a violation of the policy. An employee's consent to search is a required condition of employment. A refusal to consent will result in disciplinary action up to and including termination of employment.

17.3 Drug Testing

A blood test, urine analysis, or other drug/alcohol screening will be required of all applicants or any employee where there is reason to believe that he or she may be using drugs, or may be under the influence of drugs or alcohol. Reason to believe includes an injury or accident at work where there is reason to believe that employee impairment may have been a factor or as part of occasional follow-up testing if the employee is found to have breached these policies but has been permitted to remain employed.

An employee's cooperation with such a drug or alcohol-screening test is required as a condition of employment. The employee's refusal to cooperate with a request for testing and to provide a specimen may result in termination where there is reason to believe that the employee has violated this policy, and the employee's refusal to cooperate has prevented a medical determination of his or her condition.

The Company fully complies with all applicable state laws regarding drug and alcohol testing. To the extent that any provision of this policy conflicts with any applicable state laws, the state laws shall control.

17.4 Leave to Participate in Rehabilitation Program

Gravity believes that employees who have a substance abuse problem can help themselves by enrolling in a rehabilitation program. Not only will overcoming their problem help these employees in their personal lives, it will help them to be more effective and productive workers.

Although the Company cannot guarantee that it will grant this leave to all employees who request it, employees who would like to participate in a rehabilitation program may do so, subject to approval.

Employees may not be entitled to health and other benefits while on rehabilitation leave.

Employees may not be allowed to accrue vacation and other benefits while on rehabilitation leave.

At the end of the rehabilitation leave, the Company may require proof that the employee successfully completed the program.

To learn more about this type of leave, including whether an employee qualifies for it, the circumstances under which the Company will grant it, and the requirements that an employee must meet, they can contact their supervisor. The Company will keep all conversations regarding employee substance abuse problems as confidential as possible.

Even as an employee might be seeking assistance for their substance abuse problem, the Company still expects the employee to meet the same standards of performance, productivity, and conduct that the Company expects of all employees. Gravity reserves the right to discipline employees -- up to and including termination -- for failing to meet those standards.

Section 18

Trade Secrets and Conflicts of Interest

18.1 Confidentiality and Trade Secrets

Information is part of what makes this Company competitive. During their employment at Gravity, employees will periodically learn sensitive information, either because they help to develop that information or because they need that information to do their job. It is important for the health of this business -- and for the well-being of employees who depend on this business for their livelihood -- that employees keep information they learn through their employment confidential. Employees who improperly disclose sensitive information, confidential information, proprietary information, or trade secret information to anyone outside the Company will face disciplinary action, up to and including termination. Employees are encouraged to contact the Human Resources Department if they would like to learn more about this policy or if they have any questions.

After an employee leaves this Company, they are still legally prohibited from disclosing sensitive, proprietary, trade secret, or confidential information. If a former employee discloses such information, the Company will seek legal remedies.

All records and files of Gravity are considered confidential. No employee is authorized to copy or disclose any file, record, or any part thereof.

18.2 Conflicts of Interest

Gravity's success depends on the hard work, dedication, and integrity of everyone who works here. In turn, our employees' livelihood depends on the success of our Company.

Because Gravity depends so much on its employees, and because employees depend so much on the Company, Gravity expects all employees to devote their energies and loyalties to the well-being of the Company. Gravity does not allow employees to engage in any activities or relationships that create either an actual conflict of interest or the potential for a conflict of interest.

Although it is not possible to list every activity or relationship that would create either an actual or potential conflict of interest, examples of activities that violate this policy include the following:

- working for a competitor or customer or vendor as a part-time employee, full-time employee, consultant, or independent contractor, or in any other capacity;
- owning an interest in a competitor, customer, vendor, or anyone else who seeks to do business with this Company; or
- using the resources of this Company for personal gain, and/or using your position in this Company for personal gain.

Employees who violate this policy face disciplinary action, up to and including termination.

If an employee is unsure about whether an activity might violate this policy, or if they have any questions at all about this policy, they can contact the Human Resources Department.

Section 19

Discrimination and Harassment

19.1 Gravity's Commitment to Equal Employment Opportunity

Gravity Oilfield Services is strongly committed to providing an equal employment opportunity for all employees and all applicants for employment. For the Company, this is the only acceptable way to do business.

All employment decisions at Gravity -- including those relating to hiring, promotion, transfers, benefits, compensation, placement, and termination -- will be made without regard to race, color, religion, sex, national origin, age, and disability.

Any employee or applicant who believes that he or she has been discriminated against in violation of this policy should immediately file a complaint with the Human Resources Department, as explained in our Complaint Policy contained in Section 20 herein. The Company encourages employees to come forward if they have suffered or witnessed what they believe to be discrimination. The Company will not retaliate, or allow retaliation, against any employee or applicant who complains of discrimination, assists in an investigation of possible discrimination, or files an administrative charge or lawsuit alleging discrimination.

Managers are required to report any discriminatory conduct or incidents, as described in our Complaint Policy contained in Section 20 herein.

Gravity will not tolerate discrimination against any employee or applicant. Immediate and appropriate disciplinary action will be taken against any employee who violates this policy.

19.2 Harassment Will Not Be Tolerated

It is the Company's policy and responsibility to provide employees with a workplace free from harassment. Harassment on the basis of race, color, religion, sex, national origin, age, and disability undermines our workplace morale and our commitment to treat each other with dignity and respect. Accordingly, harassment will not be tolerated at Gravity Oilfield Services.

Harassment can take many forms, including but not limited to touching or other unwanted physical contact, posting offensive cartoons or pictures, using slurs or other derogatory terms, telling offensive or lewd jokes and stories, and sending email messages with offensive content. Unwanted sexual advances, requests for sexual favors and sexually suggestive gestures, jokes, propositions, email messages, or other communications all constitute harassment.

If an employee experiences or witnesses any form of harassment in the workplace, they should immediately notify the Company by following the steps outlined in our Complaint Policy contained in Section 20 herein.

The Company encourages employees to come forward with complaints -- the sooner the Company learns about the problem, the sooner it can take steps to resolve it. The Company will not retaliate, or allow retaliation, against anyone who complains of harassment, assists in a harassment investigation, or files an administrative charge or lawsuit alleging harassment. All managers are required to immediately report any incidents of harassment, as set forth in our Complaint Policy contained in Section 20 herein.

Complaints will be investigated quickly. Those who are found to have violated this policy will be subject to appropriate disciplinary action, up to and including termination.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

The Vice President of Human Resources will serve as the primary point of contact with the Human Resources Department for handling such complaints or reports and will ensure that the Company promptly investigates such complaints or reports and, if appropriate, take disciplinary or other corrective action.

19.3 Accommodation of Individuals with Disabilities

The Company is committed to complying with all applicable provisions of the Americans with Disabilities Act Amendments Act (“ADAAA”). It is the Company’s policy not to discriminate against any qualified employee or applicant with regard to any terms or

conditions of employment because of such individual's disability, so long as the employee can perform the essential functions of the job with or without reasonable accommodation. Consistent with this policy of nondiscrimination and to the extent required by law, the Company will provide reasonable accommodation to a qualified individual with a disability and the need for reasonable accommodation, unless doing so would create an undue hardship on the Company. Any qualified applicant or employee with a disability who requires an accommodation in order to perform the essential functions of the job should contact a Human Resources representative and request an accommodation. In determining the need for and effectiveness of an accommodation, the Company may require employees to provide documentation from their healthcare provider to support their request. The Company may also need to discuss an employee's need for assistance or accommodation with their doctor or have them do so and provide the Company with the information requested. If an accommodation is needed, the Company will work with employees to determine what is appropriate under the circumstances on a case-by-case basis.

Section 20

Complaint Policies

20.1 Complaint Procedures

Our Company is committed to providing a safe and productive work environment, free of threats to the health, safety, and well-being of our workers. These threats include, but are not limited to, harassment, discrimination, violations of health and safety rules, and violence.

Any employee who witnesses or is subject to inappropriate conduct in the workplace may notify their immediate supervisor, branch manager, shop manager, office manager, or any Company officer. Complaints may be made in person, by telephone or by e-mail to **personnel@gvty.com**.

Any supervisor, manager, or Company officer who receives a complaint about, hears of, or witnesses any inappropriate conduct is required to immediately notify the Human Resources Department. Inappropriate conduct includes any conduct prohibited by our policies about harassment, discrimination, discipline, workplace violence, health and safety, wages and hours, and drug and alcohol use. In addition, the Company encourages employees to come forward with any workplace complaint, even if the subject of the complaint is not explicitly covered by the Company's written policies.

Gravity Oilfield Services encourages employees to come forward with complaints immediately, including but not limited to incidents of discrimination, harassment or retaliation, so the Company can take whatever action is needed to handle the problem. Complaints should be as detailed as possible, including the names of individuals involved, the names of any witnesses, and descriptions of actual events and direct quotations when language is relevant, and any documentary evidence (e.g., notes, pictures, and cartoons).

Complaints of policy violations will be treated seriously and will be promptly and thoroughly investigated, including interviews with relevant persons. The Company expects all employees to cooperate fully in HR investigations by, for example, answering questions completely and honestly and giving the investigator all documents and other material that might be relevant.

Investigators will conduct a thorough, effective investigation with consideration given to individual's desire for privacy; however, no employee is guaranteed complete confidentiality and/or anonymity during an investigation. When the investigation is complete, the Company will take corrective action, if appropriate.

The Company will not engage in or allow retaliation against any employee who makes a good faith complaint or participates in an investigation. If employees believe they are being subjected to any kind of negative treatment because they made or were questioned about a complaint, they should report the conduct immediately to their supervisor, branch manager, and the Human Resources Department. Retaliation against an individual for reporting misconduct, harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action, up to and including termination.

The Company also encourages employees to come forward with complaints or concerns regarding the Company's accounting, auditing, or internal controls procedures, and complaints or concerns regarding possible shareholder fraud.

False or malicious complaints of conduct, harassment, discrimination or retaliation may be subject to appropriate disciplinary action, up to and including termination.

20.2 Open-Door Policy

The Company wants to maintain a positive and pleasant environment for all employees. To help meet this goal, Gravity has an open-door policy, by which employees are encouraged to report work-related concerns.

If something about an employee's job is bothering them, or if they have a question, concern, idea, or problem related to their work, they should discuss it with their immediate supervisor as soon as possible. If for any reason they don't feel comfortable bringing the matter to their supervisor, feel free to raise the issue with a Human Resources representative.

Section 21

Ending Employment

21.1 Separation from the Company

Resignation

If an employee decides to leave the Company for another position, they should notify their supervisor in writing or verbally about their plans. Two (2) weeks notice is considered proper notice of resignation. This will give the Company time to calculate the employee's final paycheck and accrued overtime. When proper notice is given, the Company will pay the PTO (Paid Time Off) balance to the employee upon separation. When an employee does not give proper notice, the Company is not obligated to pay accrued PTO hours unless required by state law. Sick Leave hours will not be paid out upon termination of employment, whether voluntary or involuntary.

Employees must return all Company property in good condition.

Even as an employee leaves the Company and moves on to future endeavors, they still have an obligation to keep confidential this Company's sensitive information.

Retirement

Employees who wish to retire should notify their Manager and the Human Resources department in writing at least one (1) month before the planned retirement date to facilitate a smooth and mutually beneficial transition.

Job Abandonment

Employees who fail to report to work or fail to contact their supervisor for two (2) consecutive workdays shall be considered to have abandoned their job without notice, effective at the end of their normal shift on the second day. The supervisor shall notify Human Resources at the end of the second workday and initiate voluntary separation of the employee. Employees who are separated due to job abandonment are ineligible for rehire, except where required by State Law.

Termination

Employees of Gravity are employed on an at-will basis and Gravity retains the right to terminate an employee at any time. Human Resources should always be consulted before Termination is finalized.

21.2 Final Paychecks

Employees who resign from their job will receive their final paycheck the following pay period. All employees terminated involuntarily, will receive their final pay by check within five days of the termination, except where state law requires, neither sick leave hours nor other paid leave hours (jury, bereavement, etc.) will be paid out upon termination of employment, whether voluntary or involuntary.

Final paychecks will include all compensation earned but not paid through the date of termination. The final paycheck for employees separated involuntarily will be a hard check delivered by mail to the most recent address in the employee's personnel file.

21.3 Severance Pay Is Discretionary

Employees who voluntarily terminate and provide two weeks written notice will be paid the balance accrued, unused PTO. An employee who is involuntarily separated from employment through no fault of their own, will be paid all of their accrued and unused PTO. Accrued, unused PTO will not be paid if the employee is terminated for cause, i.e. violation of company policy, or if the employee was employed less than six (6) months. These standards will apply to ALL locations, except where it is required to pay PTO subject to applicable state laws.

21.4 Continuing Your Health Insurance Coverage

Our Company offers employees group health insurance coverage as a benefit of employment. If an employee is no longer eligible for insurance coverage because of a reduction in hours,

because they quit, or because their employment is terminated for reasons other than serious misconduct, they have the right to continue their health insurance coverage for up to 60 days. The employee will have to pay the cost of this coverage through what is known as COBRA.

Others covered by an employee's insurance (dependents) also have the right to continue coverage if they are no longer eligible for certain reasons. If an employee divorces or is legally separated from their spouse, or if they die while employed with the Company, their spouse may continue coverage under the group health plan. Once their children lose their dependent status, they may continue their health care as well. In any of these situations, their family members are entitled to up to 100% of continued health care. They must pay the cost of this coverage, plus an administrative fee.

Employees will receive an initial notice of their right to continued health insurance coverage when they first become eligible for health insurance under the Company's group plan. They will receive an additional notice when their hours are reduced, they resign, or their employment is terminated. This second notice will tell them how to choose continuation coverage, what their obligations will be, whether they are entitled to a partial subsidy, and how much they will have to pay for coverage. Employees must notify the Company if any of their family members become ineligible for continued coverage due to divorce, separation, or reaching the age of 26 years old. They must notify the Company if any of their family members have any changes in eligibility, for example, divorce, birth, death etc.

21.5 Exit Interviews

Gravity may hold an exit interview with any employee who leaves the Company, for any reason. During the interview, the employee will have the opportunity to tell the HR representative about their employment experience with Gravity -- what they liked, what they didn't like, and where they think we can improve. The Company greatly values these comments.

The exit interview also gives the Company a chance to handle some practical matters relating to the end of the individual's employment with Gravity. They will also have an opportunity to ask

any questions they might have about insurance, benefits, final paychecks, references, or any other matter relating to their employment.

21.6 References

When the Company is contacted by prospective employers seeking information about former employees, the Company may release the following data only: the position(s) the employee held and the dates the employee worked for the Company. Please refer all reference requests directly to the Personnel Department (325) 573-1310.

**EMPLOYEE HANDBOOK ACKNOWLEDGMENT & DISPUTE RESOLUTION,
ARBITRATION & MUTUAL WAIVER OF CLASS/COLLECTIVE ACTION**

I acknowledge having received and read my personal copy of Gravity Oilfield Services, Inc's (hereinafter collectively referred to as "Company") Employee Handbook. Except for the policy of at-will employment, which can only be changed by a writing signed by the President/CEO of the Company, and the provisions contained in the Dispute Resolution, Arbitration & Mutual Waiver of Class/Collective Action section of this Employee Handbook, I understand that the policies and procedures contained within this handbook are subject to revision or revocation, with or without my prior knowledge, at any time and for any reason deemed necessary by management. I further understand that I am personally responsible for remaining knowledgeable of the contents of this handbook and all other posted or publicized policies and procedures of the Company. I will familiarize myself with the information in this handbook, will seek verification or clarification from my supervisor or the Human Resources Department where necessary, and will comply with all policies and requirements.

In the absence of a written agreement between an employee and the Company executed by the President/CEO of the Company, all employees of the Company are employees at-will, and as such are free to resign with or without notice and with or without reason. Similarly, in the absence of a written agreement between an employee and the Company executed by the President/CEO of the Company, the Company may terminate the employment of any employee at any time with or without reason and with or without notice. Employees also may be demoted or disciplined, and the terms and conditions of their employment may be altered at any time, with or without cause, at the discretion of the Company.

Gravity Oilfield Services, LLC ("Gravity") and each employee employed by Gravity agree to arbitrate any and all disputes, claims and causes of action arising between them. Employee further agrees to arbitrate any and all disputes with Gravity, Globe Energy Services, LLC, Light Tower Rental, LLC and each of their parent, subsidiaries, affiliates, predecessors, successors, officers, employees, agents and directors (hereinafter collectively referred to as "Company").

All claims subject to this arbitration agreement shall be resolved by and subject to mandatory, binding arbitration pursuant to the Federal Arbitration Act and subject to the Rules of the American Arbitration Association for the Resolution of Employment Disputes then in effect with the exception that the arbitrator shall not have the right or authority to conduct any arbitration on a class, collective or representative basis. A copy of the Rules can be accessed at www.adr.org. All arbitrations covered by this agreement shall be conducted as individual claims and each resolved in a single arbitration between the Employee and Company. The parties intend for this agreement to create a binding and enforceable contract. The parties further intend that all disputes covered by this arbitration agreement shall be resolved by a single arbitrator to arbitrate their individual disputes and no other, even identical, disputes with other current or former employees of the Company. The arbitration shall be conducted in the city where the employee performed services for Gravity unless the Employee consents to have the arbitration elsewhere. Each employee that receives a copy of Gravity's Employee Handbook and continues working shall be deemed to have accepted this agreement.

The parties agree that the arbitrator shall also have the authority to determine any questions regarding the mandatory arbitration provision contained herein, including without limitation questions regarding this agreement's enforceability, applicability, interpretation and scope, and hereby agree to remove these questions from the purview of a Court.

GRAVITY AND EMPLOYEE AGREE AND UNDERSTAND THAT THEY ARE WAIVING VALUABLE RIGHTS SUCH AS THE RIGHT TO HAVE A TRIAL IN COURT AND TO ADJUDICATE CLAIMS ON A CLASS, COLLECTIVE OR REPRESENTATIVE BASIS.

*Please review the following page and sign, print your name, and date prior to returning it to your HR Representative.

This agreement shall be construed under the laws of the State of Texas and the United States Code.

I agree, as shown by my signature, to accept, endorse, and abide by all Company policies and procedures contained within this handbook and all other posted or publicized, written, or verbal Company policies and procedures.

Employee's Signature

Employee's Printed Name

Date