

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 14A

Proxy Statement Pursuant to Section 14(a) of
the Securities Exchange Act of 1934 (Amendment No.)

Filed by the Registrant ☒

Filed by a Party other than the Registrant ☐

Check the appropriate box:

- ☐ Preliminary Proxy Statement
- ☐ Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))
- ☒ Definitive Proxy Statement
- ☐ Definitive Additional Materials
- ☐ Soliciting Material under §240.14a-12

ProPetro Holding Corp.

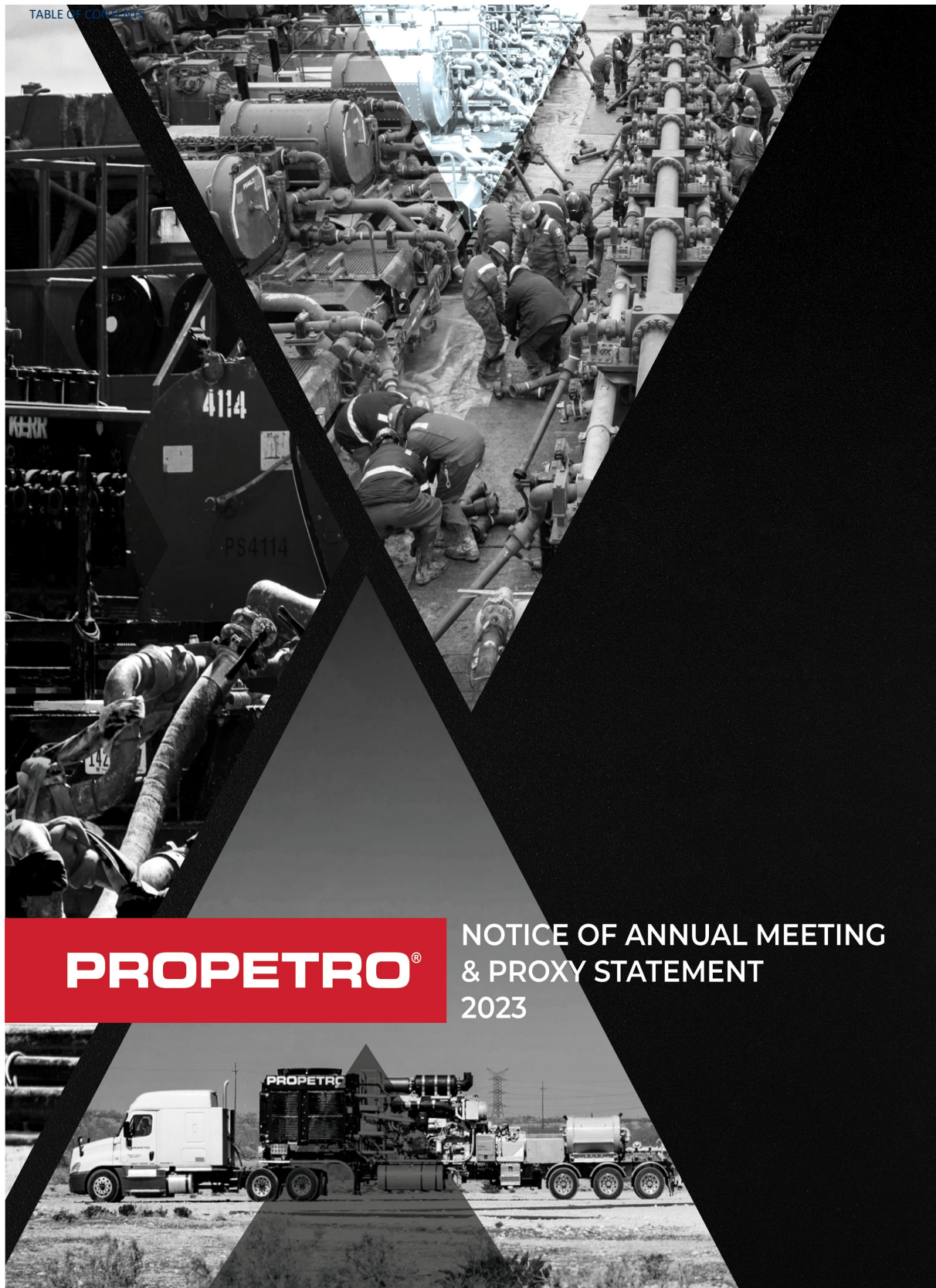
(Name of Registrant as Specified In Its Charter)

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- ☒ No fee required.
- ☐ Fee paid previously with preliminary materials.
- ☐ Fee computed on table in exhibit required by Item 25(b) per Exchange Act Rules 14a6(i)(1) and 0-11





PROPETRO®

NOTICE OF ANNUAL MEETING
& PROXY STATEMENT
2023

PROPETRO®

2022 AT A GLANCE

1 Strategic Acquisition of
Silvertip Completion
Services

4 Electric Fleet Orders

5 Tier IV Dynamic Gas
Blending (“DGB”) Fleet
Conversions



**OPTIMIZE AND
INDUSTRIALIZE**



**CAPITAL LIGHT ASSET
TRANSITION**



STRATEGIC EXECUTION

ProPetro Holding Corp. (NYSE) is a Midland, Texas-based oilfield services company providing hydraulic fracturing, wireline and cementing services to leading upstream oil and gas companies engaged in the exploration and production of North American unconventional oil and natural gas resources.

The Company was founded in 2005. In 2010, management strategically focused the Company’s efforts on establishing a best-in-class hydraulic fracturing platform targeting the Permian Basin. Our fleet has been designed to handle the highest-intensity, most complex hydraulic fracturing jobs.

By successfully serving some of the largest and most demanding public and private exploration and production (“E&P”) operating companies, we have established ourselves as a premium completion services company.

UNIQUELY POSITIONED FOR SUCCESS



Permian Focus

Positioned in the low-cost basin with sector-leading operating scale



Blue Chip Customers

Large drilling inventories and sizeable rig programs



Superior Performance

Consistently outperforming the competition on location and efficient completions partner



Sustainable Future

Investing in lower emissions equipment to reduce our carbon footprint



Capital Discipline

Strong balance sheet; disciplined capital allocation and asset deployment



Safety Culture

Full year 2022 Total Recordable Incident Rate of 0.67



Technology

Focused on technological improvements to optimize our performance



Social & Governance

Investing in our community and commitment to strong governance

MESSAGE FROM OUR CHIEF EXECUTIVE OFFICER

SAMUEL D. SLEDGE
Chief Executive Officer and
Director

Dear Stockholders,

2022 was a year of challenges and opportunities. The continuing effects of the pandemic and the impact of the Russia-Ukraine war on our operating environment and supply chains presented challenges over the last year. However, our strategic and operational execution as well as our ongoing investment in upgrading and transitioning fleet and service offerings allowed 2022 to be a year of significant accomplishments, driven by our amazing team.

2022 BUSINESS HIGHLIGHTS

- We improved upon our outstanding performance in 2021 by again realizing excellent operational efficiencies and we helped our customers maintain continued outperformance in their respective completions programs.
- We are proud of our financial performance in 2022, where our revenue increased 46% sequentially and we returned to profitability in a challenging year.
- We continue to execute on our plan to transition our fleets to next generation equipment by converting five of our legacy Tier II diesel fleets to Tier IV DGB fleets. Additionally, we placed orders for four electric fleets that we expect to be delivered and placed into service beginning in the second half of 2023.
- We instituted a strategic focus on developing a capital-light asset transition strategy that will facilitate the continued transition of our business and our industry into next generation equipment. Notably, the four electric fleets we ordered in 2022 were acquired through a capital-light long-term lease agreement that we expect will accelerate cash flow in the near term. We plan to place our first electric fleet into service immediately upon delivery under a long-term contractual agreement with a leading customer.
- We demonstrated an ability to identify, evaluate, execute and integrate accretive transactions through our acquisition of Silvertip Completion Services Operating, LLC, a leading Permian Basin wireline company. We will leverage this experience as we continue to seek opportunities to grow our business organically and through strategic acquisitions.
- We transitioned a significant percentage of our active frac fleets to new customers over the second half of 2022. This repositioning effort was a strategic focus of the management team to ensure we are able to capture current market rates. We believe that the success of this effort, together with our strong balance sheet, will set the Company up for another year of strong execution on our strategy and continued financial advancement in 2023.

“

Thanks to the hard work of our team throughout 2022, we have significantly advanced our strategy to industrialize the business, and are confident that ProPetro is well-positioned to execute on the many value-enhancing opportunities ahead in 2023 and beyond.

”

LOOKING AHEAD

As we look to continue to build on the successes of 2022, we are excited for the opportunities ahead in 2023. Our industry is in the midst of a transition that will be focused on efficiency in capital deployment, next generation equipment, and operational execution. We are well-positioned to be a leader in this transition as we work to provide the highest quality services for our customers.

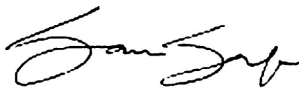
Moreover, with the continuing international need for reliable, consistent, efficient, and secure sources of energy, our position as a leader in the prolific Permian Basin will remain a strategic advantage.

We will continue to strive to enhance our efficiencies and leverage our strong customer relationships to implement mutually beneficial technological advancements that improve the sustainability of our business. Our team is excited to prove, yet again, its ability to adapt and thrive in all conditions. Along with our customers, supply chain partners, and other stakeholders, we look forward to the opportunity to develop our sustainable, efficient, and resilient business model.

2023 ANNUAL MEETING

Thank you for your continued support of ProPetro. We look forward to you joining us at our annual meeting of stockholders on May 11, 2023.

Sincerely,



Samuel D. Sledge
Chief Executive Officer and Director

March 30, 2023



ProPetro Holding Corp.
1706 S. Midkiff
Midland, Texas 79701

NOTICE OF 2023 ANNUAL MEETING OF STOCKHOLDERS

Dear Stockholders,

We cordially invite you to attend the 2023 annual meeting of stockholders of ProPetro Holding Corp.



When

May 11, 2023
10:00 a.m. Central Time



Where

2518 FM 307
Midland, Texas 79706



Record Date

Stockholders who owned our common stock at the close of business on March 20, 2023 are entitled to notice of, and to vote at, the annual meeting, or any continuation, postponement or adjournment thereof.



Items of Business

- 1 Election of nine director nominees to serve for a one-year term
- 2 Approval, on an advisory basis, of the compensation of our named executive officers
- 3 Approval of the Amended and Restated Long-Term Incentive Plan (LTIP)
- 4 Ratification of the appointment of RSM US LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2023
- 5 Transaction of such other business as may properly come before the meeting



How to Vote

YOUR VOTE IS IMPORTANT. We urge you to review the accompanying proxy statement carefully and to submit your proxy as soon as possible so that your shares will be represented at the meeting. You may revoke your proxy if you so desire at any time before it is voted. Have your Notice, proxy card or voting instruction form with your 11-digit control number and follow the instructions.

	INTERNET	TELEPHONE	MOBILE DEVICE	MAIL	AT THE MEETING
REGISTERED HOLDERS	www.AALVote.com/ PUMP , 24/7	Call 1 (866) 804-9616 (toll-free), 24/7	Scan the QR code 	Sign, date and mail the proxy card, which you may have received by mail, using the postage-paid envelope provided	Attend the annual meeting and cast your ballot
BENEFICIAL OWNERS (HOLDERS IN STREET NAME)	Follow the instructions provided by your broker, bank or other nominee			Return a properly executed voting instruction form by mail, depending upon the method(s) your broker, bank or other nominee makes available	To attend the annual meeting, you will need proof of ownership and a legal proxy from your broker, bank or other nominee
DEADLINE	11:59 p.m. Eastern Time on May 10, 2023, if you are a registered holder			If you are a beneficial owner, please refer to the information provided by your broker, bank or other nominee	

A stockholders' list will be available at our offices at 1706 S. Midkiff, Midland, Texas 79701 for a period of ten days prior to the meeting. We hope that you will be able to attend the meeting in person.

This proxy statement and our 2022 Annual Report on Form 10-K to stockholders are each available at
<http://www.viewproxy.com/propetro/2023>



By Order of the Board of Directors,

John J. Mitchell
General Counsel and Corporate Secretary
March 30, 2023




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PROXY STATEMENT SUMMARY

The following section is only a summary of key elements of this proxy statement, and is intended to assist you in reviewing this proxy statement in advance of the 2023 annual meeting. This summary does not contain all of the information you should consider, and you are encouraged to read this entire proxy statement before submitting your votes.










2023 Annual Meeting

 When	 Where	 Record Date
May 11, 2023 10:00 a.m. Central Time	2518 FM 307 Midland, Texas 79706	March 20, 2023







Voting Agenda	Board Recommendation	For More Information, See Page
1 Election of nine director nominees to serve for a one-year term	 FOR each nominee	5
2 Approval, on an advisory basis, of the compensation of our named executive officers (Say-on-Pay)	 FOR	23
3 Approval of the Amended and Restated Long-Term Incentive Plan (LTIP)	 FOR	61
4 Ratification of the Audit Committee's selection of RSM US LLP as our independent auditors for 2023	 FOR	70
5 Transaction of such other business as may properly come before the meeting or any adjournment thereof		

Director Nominees

The Board of Directors (the "Board") has nominated the nine director nominees shown below for a one-year term.

Nominees	Independent	Age	Director Since	Committee Memberships		
				Audit	Compensation	Nominating & Corporate Governance
 Spencer D. Armour III		69	2013	*		
 Mark S. Berg		64	2019			
 Anthony J. Best 		73	2018			

Proxy Statement Summary

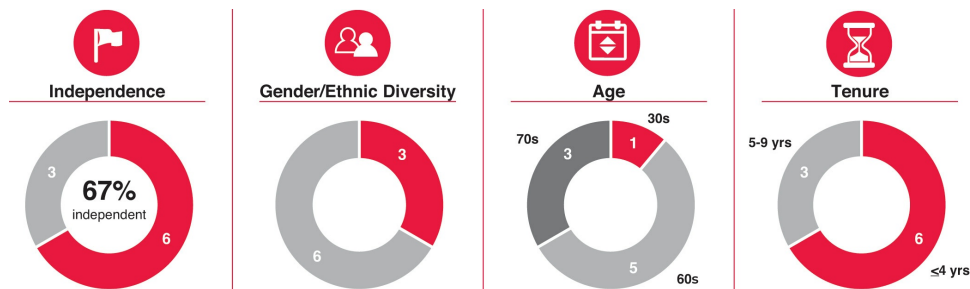
Nominees	Independent	Age	Director Since	Committee Memberships		
				Audit	Compensation	Nominating & Corporate Governance
 Phillip A. Gobe ☆		70	2019			
 G. Larry Lawrence	✓	71	2020	● *		
 Jack B. Moore	✓	69	2017	*	●	Ⓢ
 Samuel D. Sledge		36	2021			
 Mary P. Ricciardello	✓	67	2023	● *		●
 Michele Vion	✓	63	2020		Ⓢ	●
Meetings in 2022			Board—7	8	5	4
Ⓢ Committee Chair ● Committee Member ☆ Chairman of the Board L Lead Independent Director * Audit Committee financial expert						

Corporate Governance Highlights



Corporate Governance Best Practices			
✓	Six of our nine director nominees are independent, including all Committee members	✓	Annual director self-evaluation and committee assessment to ensure board effectiveness
✓	Lead Independent Director, with defined responsibilities	✓	All directors serving in 2022 attended over 75% of 2022 meetings
✓	Three of our nine director nominees are gender or ethnically diverse	✓	Regular executive sessions of independent directors
✓	Balance of new and experienced directors	✓	Robust risk oversight
✓	Stock ownership guidelines for directors and executives	✓	Board review of company's financial performance, strategy and succession plan
✓	Code of Business Conduct and Ethics	✓	Commitment to Corporate Social Responsibility

DIRECTOR ATTRIBUTES

Our nine directors nominated for reelection at the 2023 annual meeting comprise a well-balanced Board.



BOARD EXPERTISE

Director Skills and Experience													
	Audit and financial reporting												7
	Corporate governance and ethics												9
	Executive leadership												9
	Exploration & Production, energy industry												7
	Finance and/or investment experience												7
	Human capital management, sustainability, or environmental stewardship												8
	Marketing, business development and investor relations												7
	Other public company board service												8
	Regulatory, government and compliance												6
	Risk management												8
	Strategic planning and operations												8
	Technology, engineering												4

Proxy Statement Summary

Environmental, Social and Governance Highlights

**SUSTAINABLY
COMPETING**

In 2022, we made strides towards our goal to transition our fleet to more efficient and lower emissions equipment by making strategic investments, closing the year with approximately 33% of our fleets utilizing next generation Tier IV DGB equipment. We also entered into a strategic agreement to support our implementation of an electric fleet solution for our customers, and placed orders for four electric fleets that are expected to be delivered and placed into service beginning in the second half of 2023.

Our transitional efforts will continue in 2023 with additional Tier IV DGB fleet conversions and the commencement of operations of our electric fleets. We are excited to work with our customers to implement these solutions, which we believe will support greater capital efficiency and returns across the industry, while fostering a reduced emissions profile for our services. Moreover, our electric fleet solutions will be a step we take with our customers towards the increasing electrification of the oilfield.

Lastly, we built on the initial emissions study and testing performed in 2021 and developed a company-wide Scope 1 and Scope 2 greenhouse gas (“GHG”) emissions profile. This information will allow us to foster disclosure and alignment with our customers, investors and other stakeholders as we continue to advance our business.

**COMMUNITY
INVESTMENT**

We aspire to play a role in shaping the future of the Permian Basin by:

- investing in education,
- donating to first responders and veterans,
- supporting health and wellness related organizations, and
- focusing on charities that support local children.

We do this through various charities and other organizations that are heavily involved in the Permian Basin communities, where we live and work.

Additionally, our employees created the Positive United Morale Partners (“P.U.M.P.”) committee to drive their charitable endeavors through:

- wellness events,
- monthly events at our regional food bank,
- quarterly blood drives,
- Thanksgiving meal drives,
- school supply donation drives, and
- Habitat for Humanity building projects.

Additionally, in 2022, we sponsored our first signature community event—“Don’t Mess with the Permian”—a community-wide trash pick-up event focused on areas selected in collaboration with the P.U.M.P. committee.

**SAFETY
FOCUS**

Our safety record demonstrates the close collaboration between our customers and our employees in completing each job safely.

We pride ourselves on our commitment to safety and our commitment to each other, which we demonstrate and support through operational initiatives like our:

- dedicated heavy haul team to reduce driving hazards,
- culture of training, accountability, and consistent improvement, and
- long-term relationships with teammates, customers, and stakeholders.

In 2022, we also implemented a new safety training system that will allow for the more efficient management of our safety training program.

2022 Performance Highlights

During 2022, we improved upon our outstanding performance in 2021, by, again, realizing excellent operational efficiencies, enhancing our commercial architecture, and continuing our fleet transition to natural gas powered equipment. Additionally, we executed on our strategy of making accretive acquisitions and driving value through a focus on completions services with our acquisition of Silvertip Completion Services, which established our wireline operating segment and service offering. Accordingly, we generated \$1.3 billion in revenue and \$300 million of operating cash flow. Our operations continue to be focused almost entirely in the Permian Basin, where our pressure pumping and wireline footprint exists. Our team was able to accomplish these achievements amid continued dynamic market conditions. Moreover, our reputation for providing high-quality service and our sustained performance for customers resulted in continuing strong demand for our services. As a result, the Company averaged 14.5 effectively utilized fleets in 2022. These achievements are a function of our employees’ commitment to excellence in efficient operations and safety.

\$1.3 Billion

Total Revenue

\$300 Million

Net Cash Provided by Operating Activities

CORPORATE GOVERNANCE AND BOARD MATTERS



Proposal 1—Election of Directors

At the 2023 annual meeting, nine directors are to be elected. All nominees are currently directors. Each director is to hold office until the next annual meeting of stockholders or until his or her successor is elected and qualified. Directors hold office until their successors have been elected or qualified or until their earlier death, resignation, removal, or disqualification.

The nominees have consented to being nominated and have expressed their intention to serve if elected. We believe that the nominees possess the professional and personal qualifications necessary for board service and have highlighted particularly noteworthy attributes for the nominees in their biographies below. We have no reason to believe that the nominees will be unable to serve if elected to office, and, to our knowledge, the nominees intend to serve the entire term for which election is sought. In the event any of the nominees should become unable to serve, or for good cause will not serve, as a director, it is intended that votes will be cast for a substitute nominee designated by the Board or the Board may elect to reduce its size. Only the nominees or substitute nominees designated by the Board will be eligible to stand for election as directors at the meeting.

Our Nominating and Corporate Governance Committee did not nominate Alan E. Douglas for reelection as a director. Accordingly, Mr. Douglas is not included as a nominee for election at the 2023 annual meeting and his current term will expire at the 2023 annual meeting. Following the 2023 annual meeting, our authorized number of directors will be reduced to nine.

In 2018, we entered into an investor rights agreement (the "Investor Rights Agreement") with an affiliate of Pioneer Natural Resources Company ("Pioneer") that provides Pioneer certain rights to designate nominees for election to the Board. Under the Investor Rights Agreement, Pioneer was granted:

- (i) the one-time right to designate an independent director to the Board and
- (ii) the right to designate a non-independent director to the Board for so long as a certain affiliate of Pioneer owns 5% or more of our outstanding common stock.

Pioneer has designated Mark S. Berg as the non-independent director and has no further rights to designate an independent director to the Board.

VOTE REQUIRED

The proposal regarding the election of directors requires the approval of a plurality of the votes cast. This means that the nine nominees receiving the highest number of affirmative "FOR" votes will be elected as directors. Votes withheld and broker non-votes are not considered to be votes cast and, accordingly, will have no effect on the outcome of the vote on this proposal.



The Board of Directors unanimously recommends a vote **FOR** the election of each of the nine director nominees named below.

Corporate Governance and Board Matters

Nominees

All of the current members of the Board being nominated for reelection at the 2023 annual meeting are listed in the following table, and certain information concerning those directors follows the table:

Name	Age	Director since	Independent	ProPetro Board Committees		
				Audit	Compensation	Nominating & Corporate Governance
Phillip A. Gobe ⁽¹⁾	70	2019				
Samuel D. Sledge ⁽²⁾	36	2021				
Spencer D. Armour III	69	2013	✓	*		●
Mark S. Berg	64	2019				
Anthony J. Best ⁽³⁾	73	2018	✓	C	●	
G. Larry Lawrence	71	2020	✓	●*		
Jack B. Moore	69	2017	✓	*	●	C
Mary P. Ricciardello	67	2023	✓	●*		●
Michele Vion	63	2020	✓		C	●
Number of Meetings in 2022		Board—7		8	5	4

C Committee Chair ● Committee Member

* Audit Committee financial expert

(1) Chairman of the Board

(2) Chief Executive Officer

(3) Lead Independent Director

PHILLIP A. GOBE



AGE 70

CHAIRMAN OF THE BOARD

DIRECTOR AND CHAIRMAN OF THE BOARD since July 2019

Phillip A. Gobe began serving as our Chairman of the Board in July of 2019 and as Executive Chairman in October 2019. Mr. Gobe was appointed as our Chief Executive Officer on March 13, 2020 and served in that role until August 31, 2021, at which point he was re-appointed as Executive Chairman. Mr. Gobe stepped down as Executive Chairman on March 31, 2022, and continues serving the Company as Chairman of the Board. Mr. Gobe has served as a director of Pioneer since July 2014. Mr. Gobe also serves as a director of Pantheon Resources plc and previously served as a director of Scientific Drilling International and Pioneer Southwest Energy Partners L.P. Mr. Gobe joined Energy Partners, Ltd. as Chief Operating Officer in December 2004 and became President in May 2005, and served in those capacities until his retirement in September 2007. Mr. Gobe also served as a director of Energy Partners, Ltd. from November 2005 until May 2008. Prior to that, Mr. Gobe served as Chief Operating Officer of Nuevo Energy Company from February 2001 until its acquisition by Plains Exploration & Production Company in May 2004. Prior to that time, he held numerous operations and human resources positions with Vastar Resources, Inc. and Atlantic Richfield Company and its subsidiaries. Mr. Gobe has a Bachelor of Arts degree from The University of Texas and a Master of Business Administration degree from the University of Louisiana in Lafayette. Mr. Gobe's extensive experience in the energy industry, including service as a director to public corporations in the industry, makes him well suited to serve as Chairman of the Board.

SAMUEL D. SLEDGE**AGE** 36**CEO AND DIRECTOR** since August 2021

Samuel D. Sledge has served as our Chief Executive Officer and as a member of our Board since August 31, 2021. Mr. Sledge previously served as the Company's President from April 2021 to August 2021, and prior to that, he served as Chief Strategy and Administrative Officer beginning in March 2020. Mr. Sledge has significant experience with ProPetro having joined the Company in 2011. Mr. Sledge has served in various capacities throughout his tenure such as a Frac Technical Specialist and Technical Operations Manager where his duties included quality control, planning and logistics, and the development of the engineering program. Mr. Sledge has also served as the Vice President of Finance, Corporate Development, and Investor Relations where his responsibilities included financial planning and analysis, strategic initiatives and investor relations. Mr. Sledge received a Bachelor of Business Administration and a Masters of Business Administration from Baylor University. We believe Mr. Sledge's experience in the energy industry and his significant experience in management roles at the Company make him well suited to serve as a director.

SPENCER D. ARMOUR III**AGE** 69**DIRECTOR** since February 2013**INDEPENDENT DIRECTOR** since March 2020**COMMITTEES**

- Nominating and Corporate Governance

Spencer D. Armour III has served as a member of our Board since February 2013. Mr. Armour has over 30 years of executive and entrepreneurial experience in the energy services industry. Mr. Armour served as President of PT Petroleum LLC in Midland, Texas from 2011 to 2018. He was the Vice President of Corporate Development for Basic Energy Services, Inc. from 2007 to 2008, which acquired Sledge Drilling Corp., a company Mr. Armour co-founded and served as Chief Executive Officer from 2005 to 2006. From 1998 through 2005, he served as Executive Vice President of Patterson-UTI Energy, Inc., which acquired Lone Star Mud, Inc., a company Mr. Armour founded and served as President from 1986 to 1997. Mr. Armour also served on the board of Patterson-UTI Energy, Inc. from 1999 to 2001. He currently serves on the board of Viper Energy Partners, LP and the board of CES Energy Solutions Corp and is a partner at Geneses Investments. Mr. Armour received a B.S. in Economics from the University of Houston in 1977 and served on the University of Houston System Board of Regents from 2011 until 2018. We believe that Mr. Armour's extensive experience in the energy services industry and his deep knowledge of industry dynamics within the Permian Basin make him well suited to serve as a director.

Corporate Governance and Board Matters

MARK S. BERG

**AGE** 64**DIRECTOR** since February 2019

Mr. Berg was appointed to the Board by Pioneer pursuant to the Investor Rights Agreement

Mark. S. Berg has served as a member of our Board since February 2019, and he was appointed to the Board by Pioneer pursuant to the Investor Rights Agreement. Mr. Berg currently serves as the Executive Vice President, Corporate Operations for Pioneer, where he serves on the Executive Committee and oversees Business Development, Land, Water Management, Facilities and ESG. Mr. Berg has fifteen years of experience with Pioneer in various roles, including as Executive Vice President & General Counsel from April 2005 to January 2014, Executive Vice President, Corporate from January 2014 to August 2015, and as Executive Vice President, Corporate/Vertically Integrated Operations until assuming his current role. He began his career in 1983 with the Houston-based law firm Vinson & Elkins L.L.P. and served as a partner from 1990 through 1997. He served as Executive Vice President, General Counsel and Secretary of American General Corporation, a Fortune 200 diversified financial services company, from 1997 through 2001. Subsequent to the sale of American General to American International Group, Mr. Berg was appointed Senior Vice President, General Counsel and Secretary of Hanover Compressor Company, a NYSE company specializing in natural gas compression and processing. Mr. Berg received his Juris Doctor, with honors, from The University of Texas School of Law, and graduated magna cum laude and Phi Beta Kappa with a Bachelor of Arts in Public Policy from Tulane University. Mr. Berg served as a member of the board of directors of HighPoint Resources Corporation from March 2018 to June 2020. We believe that Mr. Berg's experience in significant management roles with Pioneer and his broad experience in the energy industry make him well suited to serve as a director.

ANTHONY J. BEST

**AGE** 73**INDEPENDENT DIRECTOR** since January 2018**LEAD INDEPENDENT DIRECTOR** since October 2019**COMMITTEES**

- Audit (Chair)
- Compensation

Anthony J. Best has served as a member of our Board since January 2018 and was elected to serve as Lead Independent Director in October 2019. Mr. Best has over 43 years of experience in the energy industry. Mr. Best is currently the Chairman of the board of Newpark Resources. He was previously a director with Quantum Energy Partners' ("Quantum") portfolio company, ExL Petroleum, and served as Senior Advisor for Quantum since August 2015. Prior to joining Quantum, Mr. Best served in various roles with SM Energy Company, an oil and gas exploration company, commencing in 2006 as its President and Chief Operating Officer, and as its Chief Executive Officer from February 2007 through January 2015. From 2003 to 2005, Mr. Best served as President and Chief Executive Officer of Pure Resources, Inc., a Unocal development and exploration company. From 2000 to 2003, Mr. Best served as an independent consultant offering leadership and oil and gas consultation to energy companies and volunteer organizations, and from 1979 through 2000, Mr. Best served in various roles of increasing responsibility at Atlantic Richfield Company, culminating in the position of President, ARCO Latin America. Mr. Best holds a Master of Science in Engineering Management degree from the University of Alaska and a Bachelor of Science degree in Mechanical Engineering from Texas A&M University. Prior to beginning his business career, Mr. Best served five years as an engineering officer in the United States Air Force. We believe that Mr. Best's experience in significant management roles with companies operating in the Permian Basin and his broad experience in the energy industry make him well suited to serve as a director.

G. LARRY LAWRENCE**AGE** 71**INDEPENDENT DIRECTOR** since December 2020**COMMITTEES**

- Audit

G. Larry Lawrence was appointed to our Board in December 2020. Mr. Lawrence previously served as Audit Committee Chair of Legacy Reserves, LP's Board of Directors, a role he held from 2006 to 2019. From January 2021 until June 2021, Mr. Lawrence served as the interim Chief Financial Officer of Natural Gas Services Group, a natural gas compression equipment provider, where he previously served as Chief Financial Officer for nine years. Prior to Natural Gas Services Group, Mr. Lawrence served as Chief Financial Officer for Lynx Operating Co. Inc., an oil and gas exploration company, for three years and as Chief Financial Officer for Pure Resources, Inc., an oil and gas exploration and production company, for two years. He has also held finance and management consulting positions for Parson Group, Atlantic Richfield Company and Crescent Consulting. Mr. Lawrence earned his bachelor's degree with an accounting major from Dillard University in New Orleans. We believe that Mr. Lawrence's broad experience in the energy industry, including his service as a director and executive officer with various companies, makes him well suited to serve as a director.

JACK B. MOORE**AGE** 69**INDEPENDENT DIRECTOR** since March 2017**COMMITTEES**

- Compensation
- Nominating and Corporate Governance (Chair)

Jack B. Moore has served as a member of our Board since March 2017. Mr. Moore most recently served as President and Chief Executive Officer of Cameron International Corporation ("Cameron"), an oil and gas industry equipment manufacturer and provider, from April 2008 to October 2015 and served as Chairman of the Board of Cameron from May 2011 until it was acquired by Schlumberger in April 2016. Prior to his employment with Cameron, Mr. Moore held various management positions at Baker Hughes Incorporated, where he was employed for 23 years. Mr. Moore currently serves on the board of directors of Occidental Petroleum Corporation, KBR Inc., and the University of Houston System Board of Regents. Mr. Moore previously served on the board of the American Petroleum Institute, the National Ocean Industries Association, Rowan Companies plc and the Petroleum Equipment Suppliers Association. Mr. Moore received a Bachelor of Business Administration from the University of Houston and attended the Advanced Management Program at Harvard Business School. We believe that Mr. Moore's wealth of experience in the oilfield service sector, including service as a director and executive officer to various public corporations in the sector, makes him well suited to serve as a director.

Corporate Governance and Board Matters

MARY P. RICCIARDELLO



AGE 67

INDEPENDENT DIRECTOR since
January 2023

COMMITTEES

- Audit
- Nominating and
Corporate Governance

Ms. Ricciardello currently serves as a director, Audit Committee member and Corporate Governance & Nominating Committee member at Eagle Materials Inc. Ms. Ricciardello previously served as a director at Devon Energy, Noble Corporation, Enlink Midstream, Midstates Petroleum and U.S. Concrete. Ms. Ricciardello enjoyed a distinguished, two-decade career at Reliant Energy, where she served in key roles including Chief Accounting Officer. She earned a Bachelor of Science degree from the University of South Dakota and an MBA from the University of Houston. She is also a Texas licensed CPA.

MICHELE VION



AGE 63

INDEPENDENT DIRECTOR since
February 2020

COMMITTEES

- Compensation (Chair)
- Nominating and Corporate
Governance

Michele Vion was appointed to our Board in February 2020. Ms. Vion previously served as Vice President, Human Resources at HighPoint Resources Corporation, a successor to the Bill Barrett Corporation, an oil and gas exploration and production company, from August 2010 to September 2019. Ms. Vion was previously employed at Level 3 Communications, Inc., an international communications company, starting in 2006 and ultimately as Group Vice President of Human Resources up to January 2010. Ms. Vion also previously served as Vice President of Human Resources for Sun Microsystems, Inc., a computer networking company, for seven years. She also previously held senior human resource and client account management positions at Prudential Financial, Inc., an insurance and investment management company and JP Morgan, a global financial services firm. Prior to joining JP Morgan, Ms. Vion served in an accounting position as a Regional Controller for the Eastern Region at Sony Corporation of America. Ms. Vion also served on the board and as Chair of the Compensation Committee and as member of the Audit Committee and Nominating and Corporate Governance Committee of Callidus Software Inc., a publicly-traded cloud-based software company, from 2005 to 2016. Ms. Vion has served as a director of Boingo Wireless Inc., a publicly-traded Wi-Fi company, since December 2018, and currently serves as Chair of the Compensation Committee and as a member of the Audit Committee. Ms. Vion holds a B.A. in East Asian Studies and Economics from Wesleyan University, has attended Stanford University's Director's College and participated in the Financial Times' Director Exchange. We believe that Ms. Vion is well suited to serve as a director based on her executive leadership experience in human resources and accounting and public company board and committee experience.

Director Independence

The majority of the members of the Board at any given time must qualify as “independent” under the rules of the NYSE.

Our Board has undertaken a review of the independence of each of our director nominees and has affirmatively determined that each of Messrs. Armour, Best, Lawrence, and Moore and Mss. Ricciardello and Vion are “independent,” as defined by the NYSE rules. Under the NYSE rules, a director can be independent only if (a) the director does not trigger a categorical bar to independence and (b) our Board affirmatively determines that the director has no material relationship with the Company (either directly or as a partner, stockholder or officer of an organization that has a relationship with the Company).

INDEPENDENT



7 of 10

All Committee Chairs and members are independent

Based on information provided by the director nominees concerning their background, employment and affiliations, our Board has determined that these directors do not have a material relationship with the Company (either directly or as a partner, stockholder or officer of an organization that has a relationship with the Company). In making this determination, our Board considered the current and prior relationships that each of the directors has with us, and all other facts and circumstances our Board deemed relevant in determining independence, including any beneficial ownership of our capital stock by each of the directors.

Board Leadership Structure



**PHILLIP A.
GOBE**

Chairman of the Board



**SAMUEL D.
SLEDGE**

Chief Executive Officer



**ANTHONY J.
BEST**

Lead Independent Director

Our Board has adopted our Corporate Governance Guidelines, which are available on our website, www.propetroservices.com, in the “Corporate Governance” subsection of the “Investors” section. Our Corporate Governance Guidelines provide that if the Chairman of the Board is a member of management or does not otherwise qualify as independent, the independent directors may elect a lead independent director. Our Board believes it is important to retain the flexibility to determine whether the roles of Chairman and Chief Executive Officer should be separated or combined depending on the circumstances and changing needs of the Company from time to time.

While our Board has previously combined the roles of Chairman and Chief Executive Officer, at present, the Board has chosen to separate the positions of Chairman and Chief Executive Officer. The Board believes this structure enhances corporate governance and allows each of our Chairman and Chief Executive Officer to remain focused on their distinct roles, which, for the Chairman, primarily involves Board and corporate governance and, for the Chief Executive Officer, primarily involves day-to-day management leadership and implementing our corporate strategy.

Although the roles of Chairman and Chief Executive Officer are currently separated, the Chairman previously served as a member of management and does not currently qualify as independent. As such, the Board believes the role of Lead Independent Director enhances independent oversight of the Company and that Mr. Best should continue to serve as the Lead Independent Director. In this capacity Mr. Best provides, in conjunction with the Chairman, leadership and guidance to the Board. The Lead Independent Director responsibilities are as follows:

- Preside over all meetings of the Board at which the Chairman of the Board is not present, including any executive sessions of the independent directors
- Approve Board meeting schedules and agendas
- Act as the liaison between the independent directors and the Chairman of the Board
- Communicate the Chief Executive Officer’s annual evaluation and compensation, after approval of the Compensation Committee

Interested parties who wish to communicate with the Board, its committees, the Chairman, the Lead Independent Director, or any other individual director should follow the procedures described below under “Communication with our Board of Directors.”

Corporate Governance and Board Matters

To facilitate candid discussion among the Company's directors, the non-management directors meet at regularly scheduled executive sessions presided over by our Chairman. In addition, at least once a year, the non-management directors who are independent under NYSE listing standards meet in executive session presided over by the Lead Independent Director, in conjunction with a regular board meeting.

Board of Directors and Risk Oversight

In the normal course of business, we are exposed to a variety of risks, including market risks relating to changes in commodity prices, interest rates, political risks and credit and investment risks. The Board oversees our strategic direction and in doing so considers the potential rewards and risks of our business opportunities and challenges and monitors the development and management of risks that impact our strategic goals. The Audit Committee assists the Board in fulfilling its oversight responsibilities by monitoring the effectiveness of our systems of financial reporting, auditing, internal controls and legal and regulatory compliance. The Nominating and Corporate Governance Committee assists the Board in fulfilling its oversight responsibilities with respect to the management of risks associated with Board organization, membership and structure, succession planning for our directors and executive officers, and corporate governance. The Compensation Committee assists the Board in fulfilling its oversight responsibilities by overseeing our compensation policies and practices. The Board does not believe that its role in the oversight of our risks affects the Board's leadership structure.

Sustainability and ESG Initiatives

At ProPetro, our fundamental policy is to conduct business with honesty and integrity in accordance with the highest legal and ethical standards, along with a daily focus on safety and quality. Guided by these values, we pursue the pillars of our strategy—(1) optimizing operations and industrializing our business; (2) pursuing a more capital-light asset profile and next generation fleet by developing and integrating innovative technologies; (3) pursuing opportunistic strategic transactions to accelerate value creation and distribution; and (4) maintaining a strong balance sheet. Our strategic approach is designed to support ProPetro's core goals of generating robust earnings, increasing free cash flow, and building towards enhanced shareholder returns. Achievement of these strategic objectives is a key to our long-term success, and our sustainability and environmental, social, and governance ("ESG") initiatives are designed to support and enhance our pursuit of these goals.

In 2022, the Company focused on several core sustainability and ESG goals to support our corporate strategy and the continued development of our employees. We believe that the future of the oilfield and the success of businesses in the oilfield services sector will grow from the successful integration of a cohesive and more environmentally friendly supply chain, which allows E&P and oilfield service companies to produce hydrocarbons in the safest and most efficient manner possible. We believe our services play a vital role in the broader energy value chain by meaningfully contributing to the delivery of low-cost, dependable energy to end users and that our sustainability and ESG initiatives will enable us to continue to do so for years to come.

As part of our sustainability and ESG initiatives, we aim to reduce the overall environmental impact of our services by focusing on excellent execution and superior service quality. We believe that a lower emissions profile is not only vital to aid in our competitiveness but it is also a crucial component in deploying the innovative tools necessary to support our customers' efforts to be capital efficient while respecting the communities in which we work. We seek to meet our customers' needs while also pursuing a consistent, sustainable service solution that will increasingly replace diesel with cleaner burning and cost-advantaged fuels. With continued, significant investments in and the successful deployment of five fleets of Tier IV DGB, dual-fuel equipment, 2022 was a milestone in our approach to enhance our service offerings and reduce the carbon footprint of our operations. Integrating cleaner burning fuel sources, such as natural gas, is important to optimizing fuel consumption on our worksites.

In addition to investing in our Tier IV DGB service offering, we remained focused on the next generation of technology by working with our customers to evaluate electric powered hydraulic fracturing equipment and other pumping innovations. This work culminated in the execution of our strategic long-term lease agreement through which we have agreed to acquire four electric frac fleets with expected delivery through the second half of 2023. We believe this strategically important technology will help advance our customers' efforts to reduce costs and greenhouse gas emissions, while enhancing our competitiveness and free cash flow profile. Further, the lease agreement was in line with our strategic plan of transitioning to emissions-friendly services in a capital efficient manner.

As a key initiative in 2022, we built on the preliminary emissions study conducted in 2021 to develop a Scope 1 and Scope 2 emissions profile for our business, which we plan to utilize to better understand and optimize our operations. More details on our progress in this area will be disclosed in 2023 through the publication of our inaugural sustainability report.

An additional focus of our sustainability and ESG initiatives is to give back to the area where we live and work by providing employment and supporting and encouraging our employees to commit to safety and investing in our community. We aspire to play a role in shaping the future of the Permian Basin by investing in education, donating to first responders and veterans, supporting health and wellness related organizations, and focusing on charities that support local children. We do this through various charities and other organizations that are heavily involved in the Permian Basin communities. Our employees created the P.U.M.P. committee to drive their humanitarian endeavors through wellness events, monthly events with a local foodbank, quarterly blood drives, Thanksgiving meal drives, school supply donation drives, and other important initiatives.

Additionally, in 2022, the Company sponsored our initial signature community event—Don't Mess with the Permian—a community-wide trash pickup event, which resulted in the participation of more than 220 volunteers working over 400 hours and collecting approximately 5.85 tons of trash from local roadways, schools and public areas. We are excited to build on this success in 2023.

2022 also saw increased investment in our employee base as we invested in new training resources and systems and commenced a leadership training initiative across all functions to support the enhancement of over 250 of our existing managers and senior leaders along with a class of developing leaders.

Our safety record substantiates the close collaboration between our customers and our employees in completing each job safely. We pride ourselves on our commitment to safety and our commitment to each other, which we demonstrate and support through operational initiatives like our dedicated heavy haul team to reduce driving hazards; our culture of training, accountability, and consistent improvement; and our long-term relationships with teammates, customers and stakeholders.

Additional information and updates regarding our sustainability and ESG initiatives can be found under the "Sustainability" tab of our website at www.propetroservices.com.

Communicating with Our Board of Directors

Stockholders and other interested parties may communicate with our Board by writing to:



ProPetro Holding Corp.
Attention: General Counsel and Corporate Secretary
P.O. Box 873
Midland, Texas 79702

Stockholders may submit their communications to the Board, the independent directors, any committee of the Board or individual directors on a confidential or anonymous basis by sending the communication in a sealed envelope marked "Stockholder Communication with Directors" and clearly identifying the intended recipient(s) of the communication.

Our General Counsel and Corporate Secretary will review each communication and will forward the communication, as expeditiously as reasonably practicable, to the addressees if:

- (1) the communication complies with the requirements of any applicable policy adopted by the Board relating to the subject matter of the communication and
- (2) the communication falls within the scope of matters generally considered by the Board.

To the extent the subject matter of a communication relates to matters that have been delegated by the Board to a committee or to an executive officer of the Company, our General Counsel and Corporate Secretary may forward the communication to the executive officer or chairman of the committee to which the matter has been delegated. The acceptance and forwarding of communications to the members of the Board or an executive officer does not imply or create any fiduciary duty of the Board members or executive officer to the person submitting the communications.

Information may be submitted confidentially and anonymously. However, the Company may be obligated by law to disclose the information or identity of the person providing the information in connection with government or private legal actions and in other circumstances. The Company's policy is not to take any adverse action, and not to tolerate any retaliation against any person for asking questions or making good faith reports of possible violations of law, our policies or our Code of Ethics & Conduct.

Corporate Governance and Board Matters

Annual Meeting Attendance

While the Company does not have a specific policy about director attendance at annual meetings of stockholders, all directors are expected to attend meetings of the Board (and any committees thereof on which they serve) either in person or telephonically unless exigencies prevent them from attending. Each incumbent director, with the exception of Ms. Ricciardello, who was not appointed until January 2023, attended at least 75% of the aggregate of (1) the total number of meetings of the Board (held during the period for which he or she has been a director) and (2) the total number of meetings of committees of the Board on which he or she served (during the periods that he or she served). Our non-employee directors meet at regularly scheduled executive sessions presided over by our Lead Independent Director. Additionally, our independent directors meet at least once a year without members of management or non-independent directors present. All of our directors who were members of the Board at the time of our 2022 annual meeting of stockholders attended the meeting.

Compensation Committee Interlocks and Insider Participation

During the year ended December 31, 2022, the Compensation Committee was comprised of Ms. Vion and Messrs. Moore and Best. Ms. Vion serves as committee chair. No executive officer of the Company served as a member of the board of directors or compensation committee of any other entity that has one or more executive officers serving as a member of our Board or Compensation Committee.

Board and Committee Activity and Structure

Our Board is governed by our certificate of incorporation, bylaws, the Investor Rights Agreement, charters of the standing committees of the Board, and the laws of the State of Delaware.

On December 31, 2018, we entered into the Investor Rights Agreement with an affiliate of Pioneer. The Investor Rights Agreement provides that Pioneer was granted:

- (i) the one-time right to designate an independent director to the Board and
- (ii) the right to designate a non-independent director to the Board for so long as Pioneer owns 5% or more of the Company's outstanding common stock.

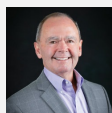
Pioneer has designated Mark S. Berg as the non-independent director and has no further rights to designate an independent director to the Board.

During 2022, our Board held seven meetings. There are currently three standing committees of the Board:

- the Audit Committee,
- the Compensation Committee, and
- the Nominating and Corporate Governance Committee.

Members serve on these committees until their resignation or until as otherwise determined by our Board. The composition of the Board committees complies with the applicable rules of the NYSE and applicable law. Our Board has adopted a written charter for each of the standing committees, which can be found in the "Corporate Governance" subsection of the "Investors" section of our website at www.propetroservices.com.

In addition to the above governing documents, our Code of Ethics & Conduct that applies to all of our employees, as well as each member of the Board, can also be found in the "Corporate Governance" subsection of the "Investors" section of our website at www.propetroservices.com. The composition and responsibilities of each of the standing committees of our Board are as follows:

AUDIT COMMITTEE**MEMBERS**

Anthony J.
Best, Chair



Alan E.
Douglas



G. Larry
Lawrence



Mary P. Ricciardello

During the year ended December 31, 2022, the members of the Audit Committee were Messrs. Best, Douglas, and Lawrence. The Audit Committee is presently comprised of Messrs. Best, Douglas (until the expiration of his term at the 2023 annual meeting), and Lawrence and Ms. Ricciardello, with Mr. Best serving as committee chair.

QUALIFICATIONS

- ✓ Our Audit Committee is comprised solely of “independent” directors, as defined under and required by the NYSE rules and Rule 10A-3 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”).
- ✓ Our Board has determined that each of Messrs. Armour, Douglas, Lawrence, and Moore and Ms. Ricciardello qualify as an “audit committee financial expert,” as defined by the rules under the Exchange Act.

MEETINGS IN 2022: 8

KEY RESPONSIBILITIES

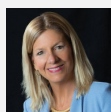
Our Audit Committee is directly responsible for, among other things, the appointment, compensation, retention and oversight of our independent registered public accounting firm.

The oversight of our independent public accounting firm includes:

- reviewing the plans and results of the audit engagement with the firm,
 - approving any additional professional services provided by the firm, and
 - reviewing the independence of the firm.
- The Audit Committee is also responsible for discussing the effectiveness of the internal controls over financial reporting with our independent registered public accounting firm and relevant financial management.

REPORT

The Report of our Audit Committee appears on page 72 of this proxy statement.

COMPENSATION COMMITTEE**MEMBERS**

Michele
Vion, Chair



Anthony J.
Best



Jack B.
Moore

During the year ended December 31, 2022, the members of the Compensation Committee, were Messrs. Best and Moore and Ms. Vion, with Ms. Vion serving as committee chair. The Compensation Committee is presently comprised of Messrs. Best and Moore and Ms. Vion.

QUALIFICATIONS

- ✓ Our Compensation Committee consists solely of “independent” directors, as defined under and required by the NYSE rules and “non-employee directors” under Section 16 of the Exchange Act.

MEETINGS IN 2022: 5

KEY RESPONSIBILITIES






The Compensation Committee is responsible for, among other things, overseeing the discharge of the responsibilities of the Board relating to compensation of the Company’s officers and directors and reviewing the succession planning strategies of the Company.

In carrying out these responsibilities, the Compensation Committee reviews all components of executive compensation for consistency with our compensation philosophy and with the interests of our stockholders.

REPORT

The Report of our Compensation Committee appears on page 43 of this proxy statement.

Corporate Governance and Board Matters

NOMINATING AND CORPORATE GOVERNANCE COMMITTEE			MEETINGS IN 2022: 4
MEMBERS			KEY RESPONSIBILITIES
			<p>The Nominating and Corporate Governance Committee is responsible for, among other things:</p> <ul style="list-style-type: none"> identifying individuals qualified to become Board members; selecting or recommending director nominees for each election of directors to the Board; developing and recommending criteria for selecting qualified director candidates to the Board; considering committee member qualifications, appointments and removals; recommending corporate governance principles, codes of conduct and compliance mechanisms; providing oversight in the evaluation of the Board and each committee thereof; overseeing our ESG initiatives; and developing an appropriate succession plan for our chief executive officer pursuant to our Corporate Governance Guidelines.
Jack B. Moore, Chair	Spencer D. Armour III	Alan E. Douglas	
			
Michele Vion	Mary P. Ricciardello		
<p>During the year ended December 31, 2022, the members of the Nominating and Corporate Governance Committee were Messrs. Armour, Douglas, and Moore and Ms. Vion, with Mr. Moore serving as committee chair. The Nominating and Corporate Governance Committee is presently comprised of Messrs. Armour, Douglas (until the expiration of his term at the 2023 annual meeting), and Moore and Mss. Ricciardello and Vion.</p> <p>QUALIFICATIONS</p> <p>✓ Our Nominating and Corporate Governance Committee consists solely of “independent” directors, as defined under and required by the NYSE rules.</p>			

Role of the Board, Compensation Committee and Our Executive Officers

Executive compensation decisions are typically made on an annual basis by the Compensation Committee with input from our Chief Executive Officer. Specifically, after reviewing relevant market data and surveys within our industry, our Chief Executive Officer typically provides recommendations to the Compensation Committee regarding the compensation levels for our existing named executive officers and our executive compensation program as a whole. Our Chief Executive Officer generally attends all Compensation Committee meetings. After considering these recommendations, the Compensation Committee typically meets in executive session and adjusts base salary levels and non-equity award targets. In addition, the Compensation Committee determines the achievement of non-equity Incentive Award Plan metrics and the amount of equity awards from the Incentive Award Plan to be granted to each of our named executive officers. In making executive compensation recommendations, our Chief Executive Officer considers each named executive officer's performance during the year, the Company's performance during the year, as well as comparable company compensation levels. While the Compensation Committee gives considerable weight to our Chief Executive Officer's recommendations on compensation matters, the Compensation Committee has the final decision-making authority on all executive compensation matters.

Role of External Advisors

The Compensation Committee engaged Pearl Meyer & Partners, LLC (“Pearl Meyer”) in 2021 to assist the Compensation Committee and the Board in evaluating, designing and implementing compensation practices.

The Compensation Committee reviews and assesses the independence and performance of its executive compensation consultant in accordance with applicable SEC and NYSE rules and regulations on an annual basis to confirm that the consultant is independent and meets all applicable statutory and regulatory requirements.

Director Nominations Process

The Nominating and Corporate Governance Committee may utilize a variety of methods for identifying potential nominees for directors, including considering potential candidates who come to their attention through current officers, directors, professional search firms or other persons. Once a potential nominee has been identified, the Nominating and Corporate Governance Committee evaluates whether the nominee has the appropriate skills and characteristics required to become a director in light of the then current make-up of the Board. This assessment includes an evaluation of the nominee's judgment and skills, such as experience at a strategy/policy setting level, financial sophistication, leadership and objectivity, all in the context of the perceived needs of the Board at that point in time. One of the director nominees, Mr. Berg, was not recommended for nomination by the Nominating and Corporate Governance Committee but rather was appointed pursuant to the Investor Rights Agreement.

In February 2019, the Board amended our Corporate Governance Guidelines to specifically take the diversity of a potential director nominee's gender, race, and ethnicity into account when considering candidates for the Board, and the Nominating and Corporate Governance Committee and the Board are committed to increasing Board diversity. Our Board believes that at a minimum all members of the Board should have the highest professional and personal ethics and values. In addition, each member of the Board must be committed to increasing stockholder value and should have enough time to carry out his or her responsibilities as a member of the Board.

Our Board monitors the mix of specific experience, qualifications, and skills of its directors in order to assure that the Board, as a whole, has the necessary tools to perform its oversight function effectively in light of the Company's business and structure.

Stockholders may recommend individuals to the Nominating and Corporate Governance Committee for consideration as potential director candidates by submitting the names of the recommended individuals, together with appropriate biographical information and background materials, to:



The Nominating and Corporate Governance Committee
ProPetro Holding Corp.
c/o General Counsel and Corporate Secretary
P.O. Box 873
Midland, Texas 79702

In the event there is a vacancy, and assuming that appropriate biographical and background material has been provided on a timely basis, the Nominating and Corporate Governance Committee will evaluate stockholder-recommended candidates by following substantially the same process, and applying substantially the same criteria, as it follows for candidates submitted by others.

Director Orientation and Education

We provide each new director with an orientation that consists of meeting with senior management and others on our business operations, strategic plans, significant accounting and risk management issues, corporate governance, compliance, and key policies and practices.

The orientation sessions are tailored to the particular director depending on their orientation needs and generally include an overview of board fiduciary duties, board independence and public company reporting requirements. New directors are also provided the most recent reports presented to the Board and its committees by management and external advisors.

Each director is expected to participate in continuing educational programs as necessary to maintain the expertise necessary to perform his or her responsibilities as a director. In this regard, from time to time we provide pertinent articles, white papers, and information relating to our business, financial affairs, risks, competitors, corporate governance, areas of focus in shareholder activism, ESG trends, proxy advisory firm ratings, and changes in legal and regulatory issues.

We may also coordinate training and educational sessions for directors from outside experts and provide directors with tours of our facilities from time to time.

Corporate Governance and Board Matters

Certain Relationships and Related Party Transactions

RELATED PARTY TRANSACTIONS

Operations and Maintenance Yards

The Company also rents five yards from South Midkiff Partners, LLC, an entity partially owned by Spencer D. Armour III (a director) and David Sledge, the father of Sam Sledge, our Chief Executive Officer. Total annual rent expense in 2022 for each of the five yards was approximately \$0.03 million, \$0.03 million, \$0.1 million, \$0.1 million, and \$0.2 million, respectively.

Transportation and Equipment Rental

Adam Muñoz, our President and Chief Operating Officer, has a family relationship with an employee of J&M Burns Transportation, an entity that provides transportation services to the Company. The employee receives a portion of his compensation from J&M Burns Transportation based on the amount of services sold by him to customers, including the Company. The Company incurred approximately \$36.8 million in expense for the year ended December 31, 2022 for services provided to the Company by J&M Burns Transportation.

Executive Officer Family Members

J. Oscar Dominguez is our former Vice President of Frac Technical Services and the father-in-law of Adam Muñoz. Mr. Dominguez received total compensation of approximately \$2.1 million for his services for the year ended December 31, 2022 (including \$459,000 cash compensation, \$286,000 non-cash equity compensation, \$1.3 million cash as a severance payment and \$15,000 cash payout for accrued paid time off).

Oscar M. Dominguez is our Vice President of Frac Operations and the brother-in-law of Adam Muñoz. Mr. Dominguez received total compensation of approximately \$1.1 million for his services for the year ended December 31, 2022 (including \$781,000 cash compensation and \$276,000 non-cash equity compensation).

Roger Dominguez is our Supply Chain Logistics Manager and the brother-in-law of Adam Muñoz. Mr. Dominguez received total compensation of approximately \$312,000 for his services for the year ended December 31, 2022 (including \$260,000 cash compensation and \$52,000 non-cash equity compensation).

Pioneer

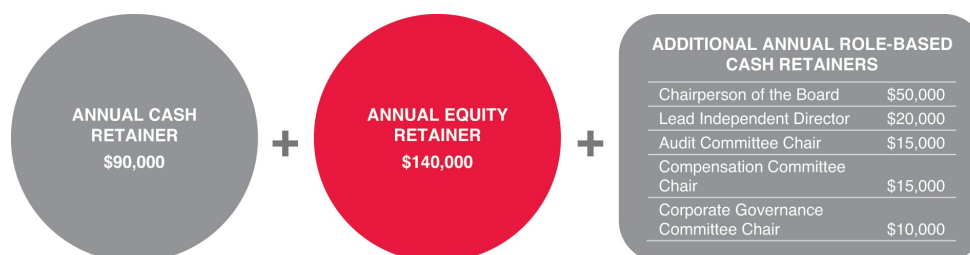
On December 31, 2018, we consummated the purchase of certain pressure pumping assets and real property in connection with the Pioneer Pressure Pumping Acquisition. In connection with the consummation of the Pioneer Pressure Pumping Acquisition and effective January 1, 2019, we became a long-term service provider to Pioneer, providing pressure pumping and related services. In March, 2022, we amended and restated our agreement to provide pressure pumping and related services to Pioneer, which reduced the number of contracted fleets to six fleets from eight fleets, modified the pressure pumping scope of work and pricing mechanism for contracted fleets, replaced the idle fees arrangement with equipment reservation fees and provided for an initial term from January 1, 2022 through December 31, 2022, subject to extension and termination as described therein. On October 31, 2022, we entered into (i) a certain Pressure Pumping Services Agreement—Fleet One Simulfrac (the “Fleet One Pressure Pumping Agreement”) and (ii) a certain Pressure Pumping Services Agreement—Fleet Two (the “Fleet Two Pressure Pumping Agreement”), which replaced all previous agreements with Pioneer and reduced the number of contracted fleets to two fleets. The Fleet One Pressure Pumping Agreement is effective as of January 1, 2023 and will terminate on August 31, 2023 and is subject to certain extension, termination and release rights as described therein. The Fleet Two Pressure Pumping Agreement is effective as of January 1, 2023. In February 2023, we mutually agreed with Pioneer to terminate the Fleet Two Pressure Pumping Agreement, effective on or about May 12, 2023. Revenue from services provided to Pioneer (including reservation fees) accounted for approximately \$422.8 million during the year ended December 31, 2022.

POLICIES AND PROCEDURES FOR RELATED PARTY TRANSACTIONS

Any request for us to enter into a transaction with an executive officer, director, principal stockholder or any of such persons' immediate family members or affiliates, among others, in which the amount involved exceeds \$120,000, must first be presented to our Audit Committee for review, consideration and approval. All of our directors and executive officers are required to report to the Audit Committee chair any such related person transaction. In approving or rejecting the proposed agreement, our Audit Committee shall consider the facts and circumstances available and deemed relevant to the Audit Committee, including, but not limited to, whether the transaction is on terms comparable to those that could be obtained in arm's length dealings with an unrelated third party, the extent of the related party's interest in the transaction and the conflicts of interest and corporate opportunity provisions of our certificate of incorporation. If we should discover related person transactions that have not been approved, the Audit Committee will be notified and will determine the appropriate action, including ratification, revision or termination of such transaction.

Director Compensation

Our Amended and Restated ProPetro Holding Corp. Non-Employee Director Compensation Policy (the "Director Compensation Policy") provides that each eligible non-employee director receives the following:



All equity retainers consist of awards of restricted stock units ("RSUs") that will vest in full on the earliest to occur of: (i) the first anniversary of the grant date, (ii) the day immediately preceding the first annual meeting of stockholders following the grant date, and (iii) the occurrence of a Change in Control, subject, in each case, to continuous service through the applicable vesting date.

The portion of the annual equity retainer that would have vested in the year following a non-employee director's separation from service due to his or her death or disability will vest upon such separation from service. All annual retainers are pro-rated based on days of service for non-employee directors who join the Board during the applicable calendar year. The members of the Board are also entitled to reimbursement of expenses incurred in connection with attendance at Board and committee meetings in accordance with Company policy.

The following table summarizes the compensation paid for services provided by our non-employee directors during 2022. Mr. Gobe's compensation paid for services provided as a non-employee director is summarized in the table entitled "Executive Compensation—Summary Compensation Table."

Name	Fees Earned or Paid in Cash ⁽¹⁾ (\$)	Stock Awards ⁽²⁾ (\$)	Total (\$)
Spencer D. Armour III	90,000	139,992	229,992
Mark S. Berg ⁽³⁾	—	—	—
Anthony J. Best	125,000	139,992	264,992
Alan E. Douglas	90,000	139,992	229,992
G. Larry Lawrence	90,000	139,992	229,992
Jack B. Moore	100,000	139,992	239,992
Michele Vion	105,000	139,992	244,992

(1) Reflects annual cash retainer payments made pursuant to the Director Compensation Policy.

(2) Reflects the grant date fair value of RSU awards on the date of grant computed in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718 ("FASB ASC Topic 718"). For information

Corporate Governance and Board Matters

regarding assumptions underlying the valuation of equity awards, see Note 13 to the Consolidated Financial Statements included in our 2022 Annual Report on Form 10-K.

- (3) Mr. Berg has elected not to be compensated for his service as a director.

The following table sets forth the aggregate number of outstanding stock awards held by each of our non-employee directors on December 31, 2022. With the exception of Mr. Sledge who held 21,750 stock options as of December 31, 2022, none of our directors held stock options as of December 31, 2022. The aggregate number of Mr. Gobe's outstanding awards is included in the table entitled "Executive Compensation—Outstanding Equity Awards at Fiscal Year End."

Name	Aggregate Number of Stock Awards (#)
Spencer D. Armour III	10,137
Mark S. Berg ⁽¹⁾	—
Anthony J. Best	10,137
Michele Vion	10,137
Alan E. Douglas	10,137
G. Larry Lawrence	10,137
Jack B. Moore	10,137

- (1) Mr. Berg has elected not to be compensated for his service as a director.

Non-Employee Director Stock Ownership Guidelines

We maintain a non-employee director stock ownership policy that is applicable to all of our eligible non-employee directors. Pursuant to this policy, each non-employee director is encouraged to hold, on and following the later of the fifth anniversary of: (i) the closing of our initial public offering ("IPO") and (ii) the non-employee director's election or appointment to the Board, shares of our common stock or certain equity awards (valued based on the closing price of our common stock) with a value equal to or in excess of 300% of the non-employee director's annual cash retainer, as such threshold may be amended by the Nominating and Corporate Governance Committee from time to time.

Outstanding awards of unvested time-based RSUs will count toward a non-employee director's qualifying shareholdings to the extent the RSUs are not settled in cash. A non-employee director who is not compensated for his or her services as non-employee director pursuant to the Director Compensation Policy or any other plan, policy or agreement then in effect is not subject to the guidelines set forth in our director stock ownership policy.

As of December 31, 2022, each of our non-employee directors was in compliance with these ownership guidelines. The stock ownership guidelines do not apply to Mr. Berg since he does not receive compensation for his services as a non-employee director. A description of each non-employee director's beneficial ownership of the Company's common stock is included in the section entitled "Security Ownership of Certain Beneficial Owners and Management."

EXECUTIVE OFFICERS

Our executive officers serve at the direction of our Board. All of our executive officers and certain other key officers are listed in the following table, and certain information concerning those officers, except for Mr. Sledge, who is a member of the Board, follows the table.

Name	Age	Position with ProPetro Holding Corp	Executive Officer since
Samuel D. Sledge	36	Chief Executive Officer and Director	2020
David S. Schorlemer	56	Chief Financial Officer	2020
Adam Muñoz	40	President and Chief Operating Officer	2020
John J. “Jody” Mitchell	40	General Counsel and Corporate Secretary	2023
Elo Omavuezi ⁽¹⁾	40	Chief Accounting Officer	2019

(1) Mr. Omavuezi is a key officer but does not serve as an executive officer of the Company. He has served as the Chief Accounting Officer since 2019.

See “Corporate Governance and Board Matters—Nominees” for biographical information for Mr. Sledge.

DAVID S. SCHORLEMER



AGE 56

CHIEF FINANCIAL OFFICER since October 2020

David S. Schorlemer began serving as a Special Advisor to the Chief Financial Officer on October 12, 2020 until his appointment as Chief Financial Officer on October 23, 2020. Mr. Schorlemer has two decades of experience in senior level positions in public and private companies. He most recently served as Executive Vice President, Chief Financial Officer, Treasurer and Secretary of Basic Energy Services, Inc., a Fort Worth, Texas based oilfield services company, from September 2018 until joining the Company. Prior to that, he served as the Chief Financial Officer of Gulf Island Fabrication, Inc. from January 2017 to August 2018. His work history also includes serving as Chief Financial Officer for three oilfield services companies: GR Energy Services Management, LP from January 2016 to December 2016, Stallion Oilfield Holdings, Inc., September 2004 to December 2015 and Q Services, Inc. from July 1997 until its merger with Key Energy Services, Inc. in July 2002. He also held the role of vice president, marketing and strategic planning for Key Energy Services, Inc. from July 2002 to September 2004. Prior to entering the energy services industry, Mr. Schorlemer was a technology consultant and project manager with Accenture’s Technology Practice where he worked on various domestic and international projects with Fortune 500 Companies in industries including: telecommunications, transportation, automotive and manufacturing and oil and gas. Mr. Schorlemer earned his Bachelor of Business Administration degree in finance from The University of Texas, and his Master of Business Administration from Texas A&M University.

Executive Officers

ADAM MUÑOZ



AGE 40

PRESIDENT AND CHIEF OPERATING OFFICER since August 2021

Adam Muñoz has served as our President and Chief Operating Officer since August 2021, and prior to that, he served as Chief Operating Officer since January 2021 and served as Senior Vice President of Operations since March 2020. Mr. Muñoz joined the Company in 2010 to initiate ProPetro's Permian pressure pumping operation. Prior to joining ProPetro, Mr. Muñoz held sales and operations roles at Frac Tech Services and Weatherford International. Since joining ProPetro, Mr. Muñoz has served as the Director of Business Development and Technical Services where he was responsible for overseeing the growth of the hydraulic fracturing operations as well as managing the department's day-to-day technical services. Mr. Muñoz has most recently served as the Vice President of Frac Services where his duties included leading the hydraulic fracturing division through specific efforts to increase operational efficiencies and maximize financial productivity. Mr. Muñoz received a Bachelor of Business Marketing from The University of Texas at the Permian Basin.

JOHN J. "JODY" MITCHELL



AGE 40

GENERAL COUNSEL AND CORPORATE SECRETARY since January 2023

Jody Mitchell has served as our General Counsel and Corporate Secretary of the Company since January 2023. Prior to his appointment as General Counsel, Mr. Mitchell served as the Company's Vice President and Deputy General Counsel since April 2021. Before joining the Company, Mr. Mitchell served in various roles at Concho Resources Inc., a hydrocarbon exploration company acquired by ConocoPhillips in 2021, from 2014 to 2021, including Director of Marketing and Midstream and, prior to that, Associate General Counsel. Before joining Concho, Mr. Mitchell served as counsel supporting the upstream and midstream businesses at Petrohawk Energy Corporation and at BHP Billiton following BHP Billiton's acquisition of Petrohawk. Mr. Mitchell began his career as an associate at Locke Lord Bissell & Liddell LLP, where he concentrated on oil, gas and energy litigation and construction litigation. Mr. Mitchell holds a Bachelor of Arts from the University of Texas and a Juris Doctor from the University of Houston Law Center.

ELO OMAVUEZI



AGE 40

CHIEF ACCOUNTING OFFICER since October 2019

Elo Omavuezi has served as our Chief Accounting Officer since October 2019. Mr. Omavuezi previously served as the Director of Financial Reporting and Technical Accounting of the Company from April 2017 to October 2019. Prior to that, Mr. Omavuezi had over 10 years of accounting, internal controls and management experience serving publicly listed companies in the oilfield service and construction industries during his time with Deloitte. Mr. Omavuezi was previously employed by Deloitte as an Audit Manager from June 2014 to April 2017 and an Audit Senior from January 2007 to April 2014. Mr. Omavuezi holds a Bachelor of Science in Accounting from the University of Benin and a Master's degree in Finance and Investment with Distinction from Brunel University and is a Certified Public Accountant.

EXECUTIVE COMPENSATION



Proposal 2—Advisory Vote to Approve Named Executive Officer Compensation

We are asking stockholders to approve, on a non-binding advisory basis, the compensation of our Named Executive Officers as disclosed in this proxy statement. As described below in “Compensation Discussion and Analysis,” the Compensation Committee has structured our executive compensation program to achieve the following guiding principles:

- Reward executives for exceptional performance and hold them accountable for poor performance in a manner that adheres to our values
- Align executive interests with those of our stockholders by making a substantial portion of compensation performance-based and “at risk”
- Provide the necessary flexibility to respond to varying market conditions and changing circumstances with a structure that ensures accountability in our cyclical and volatile business
- Remain competitive in our industry in order to attract, retain, and motivate the talent that is necessary to achieve our financial and strategic goals
- Be internally consistent and equitable

We urge stockholders to read the section entitled “Compensation Discussion and Analysis” beginning on page 24 of this proxy statement, which describes in more detail how our executive compensation policies and procedures operate and are designed to achieve our compensation objectives, as well as the compensation tables and narrative included therein beginning on page 44, which provide detailed information on the compensation of our Named Executive Officers. The Compensation Committee and the Board believe that the policies and procedures articulated in the “Compensation Discussion and Analysis” are effective in achieving our goals and that the compensation of our Named Executive Officers reported in this proxy statement has and will contribute to the Company’s recent and long-term success.

In accordance with Section 14A of the Exchange Act, and as a matter of good corporate governance, we are asking stockholders to approve the following resolution at the annual meeting:

RESOLVED, that the stockholders of the Company approve, on a non-binding advisory basis, the compensation of the Company’s Named Executive Officers as disclosed in the Compensation Discussion and Analysis section and the related compensation tables, notes and narrative in the proxy statement for the Company’s 2023 annual meeting.

VOTE REQUIRED

This advisory resolution, commonly referred to as a “say-on-pay” resolution, is non-binding on the Board. Although non-binding, the Board and the Compensation Committee will review and consider the voting results when making future decisions regarding our executive compensation program.

The affirmative “FOR” vote of the holders of a majority of the shares represented at the meeting (in person or by proxy) and entitled to vote is required to approve this Proposal No. 2. Brokers do not have discretion to vote on this proposal without your instruction. If you do not instruct your broker how to vote on this proposal, your broker will deliver a non-vote on this proposal. Abstentions and broker non-votes will have no effect on Proposal No. 2.

We currently intend to hold the next non-binding advisory vote to approve the compensation of our Named Executive Officers at our 2024 annual meeting of stockholders, unless our Board modifies its policy of holding this vote on an annual basis.



The Board of Directors unanimously recommends a vote **FOR** the approval of the compensation of our named executive officers.

Executive Compensation

Compensation Discussion and Analysis

CD&A Contents

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<u>25</u>	<u>Named Executive Officers for 2022</u>	<u>33</u>	<u>Base Salary</u>
<u>25</u>	<u>2022 Company Performance</u>	<u>33</u>	<u>Annual Cash Incentive Awards</u>
<u>25</u>	<u>Successful Execution of Our Leadership Succession Plan</u>	<u>37</u>	<u>Long Term Incentive Awards</u>
<u>26</u>	<u>Fleet Transition Investments, Strategic Growth and ESG Advancement</u>	<u>38</u>	<u>Employee Benefits, Perquisites and Special Payments</u>
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I. EXECUTIVE COMPENSATION HIGHLIGHTS

This Compensation Discussion and Analysis ("CD&A") describes our compensation practices and the compensation awarded to, earned by, or paid to each of our named executive officers (the "Named Executive Officers") during the last completed fiscal year.

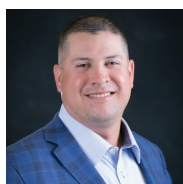
Named Executive Officers for 2022

For the year ended December 31, 2022, our Named Executive Officers consisted of the following:



**Samuel D.
Sledge**

Chief Executive Officer



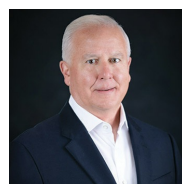
**Adam
Muñoz**

President and Chief
Operating Officer



**David S.
Schorlemer**

Chief Financial Officer



**Newton W. "Trey"
Wilson III**

Former General Counsel
and Corporate Secretary



**Phillip A.
Gobe**

Former Executive
Chairman

2022 Company Performance

\$1.3 Billion

Total Revenue

\$300 Million

Net Cash Provided by Operating Activities

Successful Execution of Our Leadership Succession Plan



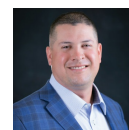
**PHILLIP A.
GOBE**

Chairman of the Board and Former
Executive Chairman of the Board



**SAMUEL D.
SLEDGE**

Chief Executive Officer



**ADAM
MUÑOZ**

President and Chief Operating Officer



**NEWTON W.
"TREY"
WILSON III**

Former General Counsel and Corporate
Secretary



**JOHN J. "JODY"
MITCHELL**

General Counsel and Corporate Secretary

The Board and the Compensation Committee have built and seamlessly executed a strong and successful succession plan for the Company over the last several years.

On August 31, 2021, years of succession planning by the Compensation Committee and the Board came to fruition when Samuel D. Sledge, previously President, was appointed as Chief Executive Officer and Adam Muñoz, previously Chief Operating Officer, was appointed as President and Chief Operating Officer of the Company. Phillip A.

Executive Compensation

Gobe, who preceded Mr. Sledge as Chief Executive Officer, continued to support the Company and Mr. Sledge in the role of Executive Chairman of the Board until March 31, 2022, when he resigned from that position. Mr. Gobe has continued his service with the Company as the non-executive Chairman of the Board.

Effective as of December 31, 2022, Newton W. Wilson III retired from the Company and resigned from his positions as General Counsel and Corporate Secretary of the Company. Effective January 1, 2023, John J. Mitchell was appointed to succeed Mr. Wilson as General Counsel and Corporate Secretary. Mr. Mitchell has over a decade of in-house legal experience at companies in the energy industry in Texas. Prior to his appointment, Mr. Mitchell served as Vice President and Deputy General Counsel of the Company, during which time he gained a deep knowledge of our business and became an integral member of our team. The Board, the Compensation Committee, and Mr. Wilson identified Mr. Mitchell as a strong candidate for succeeding to the role of General Counsel and Corporate Secretary at the time of his hiring in April of 2021. As a result, the Company provided Mr. Mitchell with increasing responsibility and leadership opportunities over the course of his tenure in that role, ensuring a smooth transition to his new role and a successful execution of the Company's succession plan.

Fleet Transition Investments, Strategic Growth and ESG Advancement

For 2022, the Compensation Committee structured the performance metrics for the Amended and Restated ProPetro Holding Corp. Executive Incentive Bonus Plan (the "Annual Bonus Plan") to align with and incentivize the Company's strategic fleet transition initiatives. The Company's business plan for 2022 included a significant reinvestment cycle as the Company sought to revitalize its legacy fleet and undertake meaningful investments to acquire and deploy next generation Tier IV DGB and electric fleet equipment in order to allow the Company to provide a more competitive and sustainable service offering for its customers. The Compensation Committee therefore structured the Annual Bonus Plan metrics to allow the Company's executives to focus on important long-term and revenue generating capital investments and improvements while motivating the executives to continue to protect the balance sheet.

The implementation of these goals resulted in Annual Bonus Plan metrics that focused on growing the Company's Adjusted EBITDA by increasing the weighting of this metric from 40% to 50% and increasing target level achievement by over 50% from the 2021 target and by over 85% from the Company's actual performance in 2021. By setting an aggressive target for the Adjusted EBITDA metric, the Company's executives would be incentivized to grow earnings to support the necessary capital investments. Additionally, to further strengthen the focus on and accountability for protecting the Company's balance sheet during this reinvestment period, the Compensation Committee elected to retain the free cash flow ("FCF") metric that had been originally instituted in the 2021 plan. Due to the strategic investments planned for 2022, the Committee rebalanced the weighting of the Adjusted EBITDA and FCF metrics and set the achievement goals as necessary to align with the Company's plan. The definitions of Adjusted EBITDA and FCF and other details regarding the use of these metrics in the Annual Bonus Plan can be found in Section III under the discussion of Annual Cash Incentive Awards in the description of Performance Measures and Payout Results beginning on page 33 below.

After initially instituting specific sustainability and ESG compensation metrics in the 2021 plan, the 2022 Annual Bonus Plan was designed to include specific metrics that were tailored to align with the Company's strategic initiatives, with a focus on the following:

- Identify, organize, and prepare to report on the Company's greenhouse gas emissions profile,
- Align with the Company's business objectives for fleet transition and strategic customer contracts,
- Provide for continued development of the Company's employee base and current and future leaders through training on ESG and personal development topics, and
- Increase community involvement through a Company-sponsored initiative and policy implementation to facilitate individual employee community engagement.

In addition, the Compensation Committee evaluated the treatment of the Company's strategic acquisition of Silvertip Completion Services ("Silvertip"), which was executed in 2022, and decided that because the acquisition was completed in November 2022, the Adjusted EBITDA, FCF and Safety metrics of the Annual Bonus Plan should not be adjusted to account for the incremental results of the performance of this new operating segment. Rather, the Compensation Committee determined that the performance attributable to Silvertip should be excluded from the assessment of performance with respect to these metrics and that the successful completion of the transaction should be included as a factor in assessing the Individual and Operational performance metric in connection with the

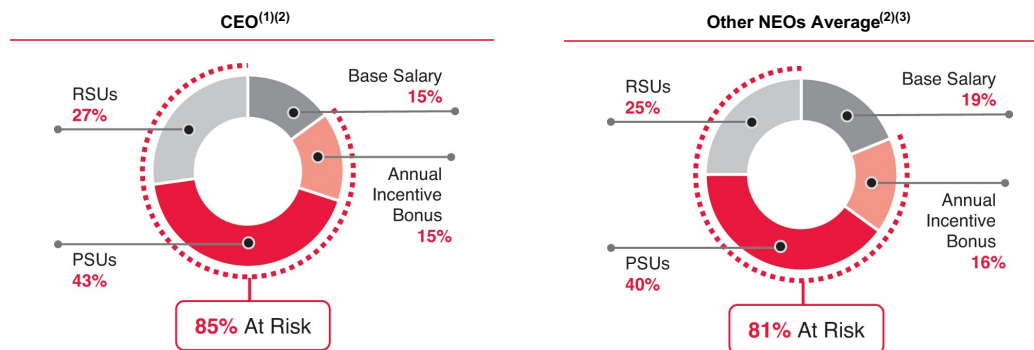
execution of the Company's strategic objective of expanding its service offering of complementary completion services, as further described below, beginning on page 33.

Guiding Principles

1	Reward executives for exceptional performance and hold them accountable for poor performance in a manner that adheres to our values
2	Align executive interests with those of our stockholders by making a substantial portion of compensation performance-based and "at risk"
3	Provide the necessary flexibility to respond to varying market conditions and changing circumstances with a structure that ensures accountability in our cyclical and volatile business
4	Remain competitive in our industry in order to attract, retain and motivate the talent that is necessary to achieve our financial and strategic goals
5	Be internally consistent and equitable

Performance-Based Compensation Philosophy

Making a substantial portion of our Named Executive Officers' compensation "at risk" and performance-based ensures that their interests are strongly aligned with those of our stockholders and, as a result, is one of the guiding principles of our executive compensation philosophy.



(1) Reflects compensation for Mr. Sledge.

(2) RSU and performance share unit ("PSU") figures reflect the aggregate grant date fair value of the RSU and PSU awards granted in 2022, calculated in accordance with FASB ASC Topic 718. Annual Incentive Bonus figures represent the 2022 target award opportunity under our Annual Bonus Plan.

(3) Phillip Gobe served as Executive Chairman of the Board for a portion of 2022. As a result, his compensation has been excluded from this chart as it caused the figures reported not to be representative of the compensation generally paid to Named Executive Officers not serving in the Chief Executive Officer position both because of his former position (which no longer exists) and his partial year of service in that role.

Executive Compensation

Compensation Policies and Practices

The following features of our executive compensation program promote sound compensation governance and are designed in the best interests of our stockholders and executives.

What We Do	What We Don't Do
✓ At least 50% of Long Term Incentive Awards are performance-based for Named Executive Officers	✗ Single-trigger change in control payments
✓ Use a mix of absolute and relative financial performance metrics (including relative total shareholder return ("TSR")) in our incentive plans to avoid duplication of incentives across short- and long-term programs	✗ Tax gross-ups on severance or equity compensation
✓ Use ESG metrics in our Annual Bonus Plan	✗ Repricing of stock options
✓ Claw-back Policy	✗ Backdating of stock options
✓ Independent compensation consultant	✗ Employment agreements with executive officers
✓ Independent Compensation Committee reviews and approves (or, for the CEO and Executive Chairman, recommends for Board approval) the compensation of our Named Executive Officers	✗ Derivative or hedging transactions or pledging of our securities by directors and executive officers
✓ Annual Say-on-Pay vote	
✓ Annual Compensation Committee assessment of compensation practices to eliminate any excessive risk	
✓ Significant stock ownership requirements	

Say-on-Pay Advisory Vote

At the Company's 2022 annual meeting, the stockholders of the Company were asked to approve, on an advisory basis, the compensation of the Named Executive Officers. Advisory votes in favor of our executive compensation program were cast by over 98% of the shares of common stock of the Company represented at the meeting (in person or by proxy) and entitled to vote. The Compensation Committee took the results of the "Say-on-Pay" vote in account when evaluating the compensation of the Named Executive Officers in 2022. In part because the result of the vote was overwhelmingly positive, the Compensation Committee decided to retain our overall approach to executive compensation. We have continued, and plan to continue, engaging in ongoing stockholder outreach regarding corporate governance generally, including executive compensation programs.

II. WHAT GUIDES OUR PROGRAM

Our executive compensation program is designed to attract, motivate, and retain the management talent that we believe is necessary to achieve our financial and strategic goals. Further, we believe that our executive compensation program should be appropriately tailored to balance short-term compensation with intermediate and long-term compensation while allowing for measurement of and accountability for strategic goals in varying market conditions. We believe this structure effectively aligns the interests of our executives with the interests of our stockholders.

In establishing and evaluating our executive compensation programs, the Compensation Committee strives to achieve total compensation for our executives that reflects their individual contributions to the Company, responsibilities, duties, and experience and is competitive with the companies with which we compete for executive talent.

Philosophy and Guiding Principles of Our Compensation Program

Our compensation program is guided by the following principles:

1	Reward for Exceptional Performance and Accountability for Poor Performance	Our Named Executive Officers should be rewarded for exceptional performance and held accountable for poor performance with respect to our annual and longer-term strategic goals. Our Named Executive Officers must work to achieve these goals in a manner that is consistent with our values and policies. We satisfy this objective by tying a significant portion of each Named Executive Officer's compensation to the achievement of financial, strategic, and operational goals based on both short- and long-term corporate performance measures while retaining sufficient flexibility to modify or claw-back compensation if necessary. We also retain the flexibility to structure the performance measures to respond to the changing needs of the business through varying market cycles. See "Annual Cash Incentive Awards" and "Long Term Incentive Awards" below.
2	Align Interests of Executives and Stockholders	Compensation for our Named Executive Officers should align their interests with those of our stockholders. Our compensation program aligns pay to performance by making a substantial portion of total executive compensation variable, or "at risk," through an annual bonus program based on our performance goals and the granting of long-term incentive equity awards, which include time-vested RSUs and performance-based RSUs. As performance goals are met, not met, or exceeded, executives are rewarded commensurately. Our Stock Ownership Guidelines also require each Named Executive Officer to retain significant ownership in the Company's common stock such that they are invested in our success over the long term along with our stockholders.
3	Flexibility to Respond to Changing Circumstances	We are in a cyclical and volatile business and unprecedented economic times. As a result, our Compensation Committee feels it is important to have a flexible compensation program that is responsive to unforeseen circumstances that arise during the year. To meet this objective, the Compensation Committee retains discretion to increase or decrease the bonuses paid to each Named Executive Officer pursuant to our Annual Bonus Plan from the amount that would be indicated by the pre-established performance metrics if circumstances so warrant.
4	Industry Competitive	Total executive compensation should be industry-competitive so that we can attract, retain, and motivate talented executives with the experience and skills necessary for our success. We satisfy this objective by staying apprised, with the assistance of the Compensation Committee's independent compensation advisor, of the amounts and types of executive compensation paid to similarly situated executives by companies with which we compete for executive talent as well as general industry trends and best practices.
5	Internally Consistent and Equitable	Executive compensation should be internally consistent and equitable. We satisfy this objective by considering not only the compensation paid by our peer companies, but also our Named Executive Officers' capabilities, levels of experience, tenures, positions, responsibilities, and contributions when setting their compensation. Additionally, our Compensation Committee feels that our Named Executive Officers should have a larger proportion of their compensation "at risk" and tied to corporate performance than our general employee population because they are typically in a position to have a more direct impact on the achievement of our performance goals.

Executive Compensation

How We Make Compensation Decisions

THE ROLE OF THE COMPENSATION COMMITTEE

Our Compensation Committee is comprised of independent, non-employee members of the Board. The Compensation Committee is responsible for establishing the elements, terms, and target value of compensation paid or delivered to our Named Executive Officers but often consults the full Board with respect to material compensation actions. For example, the Compensation Committee typically makes a recommendation to the non-employee members of the Board, who in turn consider and approve the annual compensation of the Chief Executive Officer and, when applicable, Executive Chairman, based upon such recommendations. Our Compensation Committee is also involved in all executive succession planning. Details of the Compensation Committee's authority and responsibilities are specified in its charter, which may be accessed at <https://ir.propetroservices.com/compensation-committee-charter>. In determining the compensation of our Named Executive Officers, the Compensation Committee considers:

- the information and advice provided by its compensation consultant,
- our corporate goals,
- historic and projected performance,
- the current economic and commodities environment,
- individual performance, experience, and responsibilities of each of our Named Executive Officers,
- the results of the "Say-on-Pay" vote and feedback received from stockholders through our outreach and engagement efforts, and
- other relevant factors.

THE ROLE OF EXECUTIVE OFFICERS IN COMPENSATION DECISIONS

With respect to the compensation of the Named Executive Officers other than our Chief Executive Officer, the Compensation Committee considers the recommendations of our Chief Executive Officer. Additionally, in light of our Named Executive Officers' integral role in establishing and executing the Company's overall operational and financial objectives, the Compensation Committee requests that our Chief Executive Officer provide the initial recommendations on the appropriate goals for the performance metrics used under our Annual Bonus Plan and may choose to accept or modify these recommendations in its sole discretion. In addition, the Compensation Committee may invite any Named Executive Officer to attend Compensation Committee meetings to report on the Company's progress with respect to the interim or final status of performance metrics. All Named Executive Officers are excluded from any decisions or discussions regarding their individual compensation.

THE ROLE OF THE INDEPENDENT COMPENSATION CONSULTANT

Pearl Meyer served as the Compensation Committee's independent compensation consultant in 2022. The compensation consultant provides advice to and works with the Compensation Committee in designing and implementing the structure and mechanics of the Company's executive compensation program, as well as other matters related to officer, senior management, and director compensation and corporate governance. For example, our compensation consultant regularly updates the Compensation Committee on regulatory changes impacting executive compensation, proxy advisor policies, and compensation-related risks. In addition, they provide the Compensation Committee with relevant data, including market and peer-company compensation and performance surveys and information and advice regarding trends and developments in executive and director compensation practices in our industry. This information assists the Compensation Committee in making executive and director compensation decisions based on market pay levels and best practices.

Our compensation consultant reports directly and exclusively to the Compensation Committee and does not provide any other services to management, the Company, or its affiliates. While the Compensation Committee generally reviews and considers information and recommendations provided by the compensation consultant, they do not make compensation-related decisions for the Compensation Committee or otherwise with respect to the Company. The Compensation Committee has the discretion to allow our compensation consultant to work directly with management in preparing or reviewing materials for the Compensation Committee's consideration. During 2022, and after taking into consideration the factors listed in Section 303A.05(c)(iv) of the "NYSE" Listed Company Manual, the Compensation Committee concluded that neither it nor the Company has any conflicts of interest with

Pearl Meyer, and that Pearl Meyer was independent from management. Other than Pearl Meyer, no other compensation consultants provided services to the Compensation Committee during 2022.

Use of Peer Compensation Data

The Company competes with business entities across multiple industries for top executive-level talent. To this end, the Compensation Committee evaluates, on an annual basis, industry-specific and general market compensation practices and trends to ensure that our program and Named Executive Officer pay opportunities remain appropriately competitive. As part of its evaluation, the Compensation Committee works with its independent consultant to validate that the companies included in its peer group are as comparable as possible to the Company in terms of operations, revenue, market capitalization, and geographic location.

The 2022 peer group was determined by the Compensation Committee based on an in-depth review from its independent compensation consultant. This review included an assessment of potential comparators to evaluate the degree to which the current peers have kept pace with the Company's growth and evolution, as well as an examination of the broader marketplace. Following such review and with input and support from the Company's management, Pearl Meyer recommended, and the Compensation Committee agreed, that no modifications were necessary and that the 2022 peer group should remain the same as the 2021 peer group. In setting 2022 target compensation levels for the Named Executive Officers, as well as evaluating TSR performance for the PSUs granted in 2022, the Company used the 2022 peer group detailed below (such companies, the "2022 Peer Group"):

- | | | |
|----------------------------------|-----------------------------------|----------------------------------|
| • Archrock, Inc. | • NexTier Oilfield Solutions Inc. | • Precision Drilling Corporation |
| • ChampionX Corporation | • Nine Energy Services Inc. | • RPC, Inc. |
| • Helmerich & Payne, Inc. | • Oil States International, Inc. | • Select Energy Services, Inc. |
| • Liberty Oilfield Services Inc. | • Patterson-UTI Energy, Inc. | • U.S. Silica Holdings, Inc. |
| • Nabors Industries Ltd. | | |

In 2022, the comparative compensation data reviewed by the Compensation Committee was created by Pearl Meyer based on data from a blend of the 2022 Peer Group and survey data collected by Pearl Meyer from companies in the energy industry with corporate revenues of approximately \$1 billion (the "Peer Data"). Data from both sources was used to provide the best mix of authorities for competitive positions, and to help smooth volatility of changes in the peer group. The Compensation Committee generally targets total compensation for each of our Named Executive Officers and directors, as well as each element of compensation, at the 50th percentile of the Peer Data. However, the Compensation Committee also considers many other factors when establishing compensation levels, including, but not limited to internal pay equity at the Company, each executive's experience and responsibility, succession planning, and recruiting and retention concerns.

As a result, the compensation of our Named Executive Officers and directors may be higher or lower than the 50th percentile of the 2022 Peer Group or the Peer Data.

Executive Compensation

III. ELEMENTS OF COMPENSATION AND 2022 DECISIONS IN DETAIL

As shown below, a significant portion of the target compensation for our Named Executive Officers in 2022 was performance-based and an even larger portion is variable or “at risk,” meaning that it can be forfeited, and its value is dependent upon factors such as our stock price or company performance.

		Element	Purpose	Changes for 2022
◀ FIX	Short-term	BASE SALARY	<ul style="list-style-type: none"> To provide a consistent, minimum level of pay that is sufficient to allow us to attract and retain executives with the appropriate skills and experience for their positions 	<ul style="list-style-type: none"> Material modifications reflected changes in roles, duties, and responsibilities
		ANNUAL CASH INCENTIVE BONUS	<ul style="list-style-type: none"> To motivate and reward the achievement of our annual individual and operational performance goals 70% was based on the achievement of quantitative performance goals and 30% was based upon a qualitative analysis of individual and operational performance for the fiscal year 	<ul style="list-style-type: none"> Increased focus on Adjusted EBITDA to support capital reinvestment program; more specific goals established for ESG
	Long-Term	LONG-TERM INCENTIVE AWARDS	<ul style="list-style-type: none"> To ensure retention and drive performance, while aligning the interests of our Named Executive Officers with those of our stockholders 50% RSUs that vest equally on each of the first three anniversaries of grant, and 50% PSUs that vest, if earned, following the completion of a three-year performance period, in each case subject to continued employment 	<ul style="list-style-type: none"> Moved from 40/60 in 2021 to 50/50 in 2022 division between RSUs and PSUs in order to better reflect market practices Revised PSU agreement terms to ensure continued motivation to exceed peer company performance, even in a negative TSR environment

Base Salary

The Compensation Committee monitors and adjusts salaries for our Named Executive Officers over time as necessary to remain competitive with market rates for similarly situated officers at our peer companies and to reflect changes in each Named Executive Officer's role, duties and responsibilities. In some cases, the Board approves the base salary level for the Chief Executive Officer and Executive Chairman of the Board.

Name	Base Salary as of	
	December 2021 (\$)	December 2022 (\$)
Samuel D. Sledge ⁽¹⁾	475,000	700,000
David S. Schorlemer ⁽²⁾	450,000	477,000
Adam Muñoz ⁽³⁾	475,000	550,000
Newton W. "Trey" Wilson III ⁽²⁾	400,000	420,000
Phillip A. Gobe ⁽⁴⁾	810,000	n/a

- (1) Mr. Sledge was appointed as Chief Executive Officer, effective August 31, 2021, but his base salary was not modified. In February of 2022, Mr. Sledge's base salary was increased to reflect his position as Chief Executive Officer.
- (2) Slight increases in base salary for Messrs. Schorlemer and Wilson were to ensure their compensation remained competitive with individuals in similar positions at members of the 2022 Peer Group.
- (3) Mr. Muñoz was appointed as President and Chief Operating Officer, effective August 31, 2021, at which time no modifications were made to his base salary. In February of 2022, Mr. Muñoz's base salary was increased to reflect his position as President and Chief Operating Officer.
- (4) Mr. Gobe's base salary was decreased to \$810,000 in connection with his resignation as Chief Executive Officer and appointment as Executive Chairman of the Board. Upon his resignation as Executive Chairman of the Board he began receiving the compensation specified in the Director Compensation Policy and outlined above in the section of this proxy statement entitled "—Director Compensation."

Annual Cash Incentive Awards

The Annual Bonus Plan governs cash incentive awards made each year to our Named Executive Officers. Awards under the Annual Bonus Plan are tied to the achievement of performance goals, which may be based on qualitative or quantitative measures, or both, as determined by the Compensation Committee.

TARGET AWARD OPPORTUNITIES

In February 2022, the Compensation Committee (or in the case of Messrs. Gobe and Sledge, the Board) established the following target bonuses under the Annual Bonus Plan for each of the Named Executive Officers, which are unchanged from the target bonuses in place at the end of 2022:

Name	2022 Target Bonus Award Opportunity
Samuel D. Sledge	100%
David S. Schorlemer	80%
Adam Muñoz	100%
Newton W. "Trey" Wilson III	75%
Phillip A. Gobe	100%

Target bonus levels for each executive were established or recommended, as applicable, by the Compensation Committee after reviewing peer group data and considering each Named Executive Officer's responsibility and experience.

Executive Compensation

PERFORMANCE MEASURES AND PAYOUT RESULTS

Each year, the Compensation Committee establishes performance metrics and threshold, target, and maximum goals for each such metric. Potential payouts under the Annual Bonus Plan depend on the actual performance level for each metric established by the Committee, as outlined below.

Performance Level	Payout (as a % of Target Bonus)
Threshold	50%
Target	100%
Maximum	200%







If performance falls between the specified performance levels, payments are generally determined via straight-line interpolation. If performance falls below the threshold performance level, no payments will be awarded. The Annual Bonus Plan provides the Compensation Committee or the Board with the discretion to increase or decrease actual payout amounts otherwise resulting from the pre-established metrics, as it may deem necessary.

Under the 2022 Annual Bonus Plan, as in prior years, the Compensation Committee selected a mix of quantitative and qualitative performance metrics to incentivize achievement of specific pre-established financial and safety metrics, while enabling the Compensation Committee the ability to encourage performance with respect to areas that are important to the growth and success of the Company but are harder to measure. While the Compensation Committee values qualitative metrics as a tool, it felt that the vast majority of the annual bonus should be calculated based on quantitative metrics, with a significant emphasis on financial metrics. To that end, 70% of each Named Executive Officer's annual bonus for 2022 was based on the achievement of quantitative metrics (Adjusted EBITDA, FCF and safety), with 60% of that 70% dedicated to financial performance. The remaining 30% of the annual bonus for 2022 was based upon a qualitative analysis of ESG (10%) and "Individual and Operational Performance" (20%).

The Compensation Committee selected these performance metrics because they are important to the ongoing success of the Company and were intended to drive short-term business performance by focusing executives on key objectives that position the Company for sustained growth. Specifically, Adjusted EBITDA and FCF are measures of our financial performance and capital discipline, and total recordable incident rate ("TRIR") is an important measure of safety. The qualitative component of the Annual Bonus Plan allows the Committee to assess individual performance of the Named Executive Officers as well as specific progress towards a variety of ESG goals.

The Compensation Committee knew that an important component of the Company's financial plan for 2022 was to make significant planned capital reinvestments in the Company by transitioning over half of our pumping fleet from diesel pumps to electric or dual fuel pumps. The Company believes this investment is key to retaining existing clients, gaining new clients, and achieving our ESG goals. Knowing that this important investment would occur in 2022 and would significantly reduce FCF, the Compensation Committee reduced the weighting for the FCF metric from 20% to 10% and reduced the threshold, target, and maximum performance levels for that metric as compared to 2021 in order to ensure that the Company's annual bonus program was aligned with and supported the Company's business plan for the year. The Compensation Committee retained the FCF metric, increased the weighting of the Adjusted EBITDA metric from 40% to 50%, and substantially increased each of the threshold, target, and maximum performance levels for Adjusted EBITDA for 2022 to encourage continued focus on financial measures and protection of the Company's balance sheet during this transformational year. The Compensation Committee also established more concrete goals for the ESG metric in order to drive the achievement of specific goals across the spectrum of ESG issues, including achievement of environmental goals, employee education, and community service. Finally, during 2022, the Compensation Committee chose to exclude the Silvertip transaction from the actual calculation of the qualitative metrics for the 2022 annual incentive program and, instead, elected to take it into consideration when evaluating the Company's operational performance.

Executive Compensation

Measure	Weighting		Threshold	Target	Maximum	Actual 2022 Performance	Payout as a Percentage of Target Bonus
Adjusted EBITDA ⁽¹⁾⁽³⁾	50%		\$ 175MM	\$ 250MM	\$ 300MM	\$ 308.7MM	100%
FCF ⁽²⁾⁽³⁾	10%		\$ -53MM	\$ -41MM	\$ -33MM	\$ -52.7MM	5.1%
Safety—TRIR ⁽⁴⁾	10%		0.80	0.65	0.50	0.67	9.3%
Quantitative Total	70%						114.4%
QUANTITATIVE MEASURE ESG ⁽⁵⁾	10%						13.3%
Individual and Operational Performance	20%						20 – 38.7%
Qualitative Total	30%						33.3 – 52%
QUALITATIVE MEASURE Overall Total	100%						148 – 166.4%

- (1) We define EBITDA as earnings before (i) interest expense, (ii) income taxes, and (iii) depreciation and amortization. We define Adjusted EBITDA as EBITDA, plus (i) loss/(gain) on disposal of assets, (ii) loss/(gain) on extinguishment of debt, (iii) stock-based compensation, and (iv) other unusual or non-recurring (income)/expenses, such as impairment charges, severance, costs related to our IPO and costs related asset acquisition or one-time professional fees. For a more detailed definition of the non-GAAP financial measure of Adjusted EBITDA and reconciliation of Adjusted EBITDA to our most directly comparable financial measures calculated in accordance with GAAP, please read “How We Evaluate Our Operations” in our Form 10-K filed for the year ended December 31, 2022.
- (2) We define FCF as Adjusted EBITDA less Total Capital Expenditures, which are defined as costs incurred in connection with the growth and maintenance of our asset base. For a more detailed definition of Total Capital Expenditures please see Note 11—Reportable Segment Information in the Notes to Consolidated Financial Statements to our Form 10-K filed for the year ended December 31, 2022.
- (3) The Compensation Committee may provide for the manner in which actual performance and the performance goal(s) with regard to these metrics will reflect the impact of specified events or occurrences during the year, which may mean including or excluding the impact of one or more events or occurrences, as specified by the Compensation Committee, for the year.
- (4) TRIR stands for Total Recordable Incident Rate and is a measurement of workplace safety calculated as follows: (total number of recordable incidents amongst covered personnel in the applicable period (here, 2022) multiplied by 200,000) divided by the total man hours worked by covered personnel in the applicable period. TRIR is a commonly accepted and utilized metric for both workplace safety regulation and for making safety performance comparisons amongst companies. The Company uses an annual TRIR metric in our compensation program to reflect aggregate safety performance across the year being reviewed.
- (5) We define ESG as Environmental, Social, and Governance. For 2022, the Compensation Committee established the following ESG goals: (i) complete a reportable Scope 1 and Scope 2 GHG emissions profile and develop and implement applicable emissions testing protocols to verify and support emissions profile, (ii) enter into a long-term customer contract for one or more lower emissions NextGen fleets, (iii) successfully deploy all Tier IV units from the 2021-22 conversion plan as they are delivered and continue execution of the long-term strategy for conversion of our legacy diesel pumps to cleaner Tier IV DGB units, (iv) coordinate and execute on a Company led signature community/charity event that will maximize employee involvement and community impact, (v) encourage community engagement for all employees including designing and implementing a policy to provide eight-hours paid time off for qualifying community involvement, and (vi) highlight and present a key governance topic each quarter at regular management meetings, all employee town hall meetings, and on the company intranet.

Executive Compensation

The Compensation Committee determined that the Company had performed above expectations with respect to the ESG metric, awarding a 13.3% payout percentage for this metric. The Compensation Committee recognized the Company's success in accomplishing its ESG goals for 2022, noting that the Company outperformed its goals with respect to strategic agreements for next generation fleet equipment and establishing a signature community event and achieved the four additional ESG goals at target performance.

In particular, the Compensation Committee recognized the Company's successful negotiation and execution of its strategically impactful long-term equipment lease agreement through which the Company acquired four electric fleets while mitigating required capital expenditures and protecting the Company's balance sheet. Additionally, the Compensation Committee found that the Company's success in obtaining a three-year service agreement with a leading Permian Basin operator for the Company's first electric fleet was a significant commercial and strategic achievement.

The Compensation Committee also credited the Company's success with its first annual signature community event, a community beautification event named "Don't Mess with the Permian," which resulted in the participation of over 220 employee and community volunteers and the removal of approximately 5.85 tons of trash from roadways, schools and other public areas in and around Midland, Texas, the Company's headquarters and operating base. The Compensation Committee also highlighted the importance of the Company's successful completion of its initial Scope 1 and Scope 2 corporate greenhouse gas emissions profile. This goal was successfully completed through the leadership of the Company's executives and the participation of multiple individuals and departments throughout the organization, and provides a platform for the Company to plan and publish its first sustainability report in 2023.

Lastly, the Compensation Committee recognized the Company's successful execution on the goals

- to deploy all Tier IV DGB units from its 2021-2022 equipment conversion plan,
- establish a policy authorizing paid time off for qualifying community involvement, and
- heighten employee awareness of the Company's sustainability and ESG initiatives by reviewing key topics at employee town hall meetings.

In connection with these achievements, the Compensation Committee certified one hundred thirty-three percent (133%) achievement of the Company's 2022 ESG goals.

The Company recognized significant achievements towards operational performance objectives in 2022. The Company's ongoing internal optimization program, designed to drive meaningful and sustainable improvements in operations and maintenance procedures and achieve associated financial improvements, saw new organization changes and procedures, which resulting in over \$15 million in annualized FCF value being captured. The Company expects that it will reap meaningful and operational benefits from the efforts associated with the internal optimization program in 2023 and beyond. The Compensation Committee determined that performance was at the target level for Messrs. Gobe and Sledge. For Messrs. Schorlemer, Muñoz, and Wilson, the Compensation Committee determined that their individual performance exceeded the target level. Each of Messrs. Schorlemer, Muñoz, and Wilson were given significant credit for their roles in the ongoing internal optimization program. Additionally, the Compensation Committee made particular note of Mr. Schorlemer's role in overseeing the Company's mergers and acquisitions efforts, which resulted in the divestiture of the Company's coiled tubing business and the Silvertip acquisition and implementing pricing policies and cost control efforts. Mr. Muñoz was recognized for overseeing the successful operational execution of significant equipment and customer transition. Mr. Wilson was also credited with successful transition and succession planning in connection with his retirement.

As a result, the Compensation Committee approved the following payments under the Annual Bonus Plan:

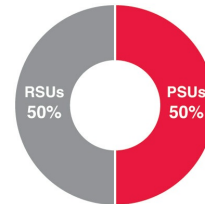
Name	2022 Target Bonus Award Opportunity as a Percentage of Base Salary	Value of 2022 Target Bonus Award Opportunity (\$)	Actual Payout as a Percentage of Target Bonus	Value of Actual 2022 Annual Bonus (\$) ⁽¹⁾
Samuel D. Sledge	100%	700,000	148%	1,036,000
David S. Schorlemer	80%	381,600	166.4%	634,800
Adam Muñoz	100%	550,000	157.1%	864,000
Newton W. "Trey" Wilson III	75%	315,000	163.9%	516,200
Phillip A. Gobe ⁽²⁾	100%	202,500	148%	299,700

(1) Bonus amounts were rounded up or down to the nearest hundred dollars.

(2) Mr. Gobe remained eligible for a pro-rated bonus award based on the number of days he served as Executive Chairman in 2022, and the target bonus award opportunity reflects such pro-rated bonus amount.

Long Term Incentive Awards

This mix of time- and performance-based awards is intended to achieve the twin goals of ensuring retention and driving performance, while aligning the interests of our Named Executive Officers with those of our stockholders by providing an opportunity for increased share holdings. Both RSUs and PSUs may be settled in shares of our common stock or in the cash equivalent of the same. In 2021, we granted 40% RSUs and 60% PSUs to our Named Executive Officers but after consultation with Pearl Meyer, we determined that the distribution of time- and performance-based awards on a 50/50 basis is more common in the market and would better align with the retentive goal of the long-term incentive program. As a result, the Compensation Committee adopted that approach for our 2022 awards.



In 2022, 50% of the value of each Named Executive Officer's long term incentive awards were granted pursuant to the ProPetro Holding Corp. 2020 Long Term Incentive Plan (the "2020 LTIP") in the form of RSUs that vest in three substantially equal annual installments commencing on the first anniversary of the grant date. The other 50% was granted in the form of PSUs that vest, if earned, following the completion of a three-year performance period, in each case subject to the Named Executive Officer's continued employment through the end of such period.

The PSUs granted in 2022 vest based on the Company's TSR as compared to the TSR of the 2022 Peer Group. After careful review, the Compensation Committee chose to use the same 2022 Peer Group to set 2022 target compensation levels for our Named Executive Officers and evaluate TSR performance for the PSUs granted in 2022. Recipients of PSUs may earn between 0% and 200% of the target number of shares granted, as indicated in the following table. If performance falls between the specified performance levels, payouts will be determined via straight-line interpolation. If performance falls below the threshold performance level, no payouts will be awarded. If the Company's TSR is below zero on an absolute basis for the performance period, the number of PSUs earned shall be reduced in accordance with the table below. For PSU awards granted in 2021, if the Company's TSR was below zero, the awards would not vest in excess of the target number of PSUs granted. The Compensation Committee modified its approach for 2022 in order to ensure the Named Executive Officers will continue to be strongly motivated to outperform the Company's peers, even in a negative TSR environment, while retaining a meaningful reduction in the number of PSUs settled if absolute TSR was negative for the performance period so that the Named Executive Officers' continue to be motivated to achieve a positive absolute TSR.

	Payout (as a % of Target Number of PSUs Granted)		Payout (as a % of Target Number of PSUs Granted) if TSR is Below Zero
	≥ 90th Percentile	200%	175%
Company's Percentile Rank in Peer Group	75th Percentile	175%	150%
	50th Percentile	100%	80%
	25th Percentile	50%	40%
	< 25th Percentile	0%	0%

The performance period for the 2022 PSU awards commenced on January 1, 2022 and ends on December 31, 2024.

If a peer company is acquired by another peer company during the performance period, the acquirer will remain in the peer group but the acquired company will be excluded from the peer group entirely. If a peer company files for bankruptcy during the performance period, it will remain in the peer group but will be ranked last. Should a peer company cease to exist as a separate publicly traded company for any other reason during the performance period, it will be excluded from the peer group entirely.

The annual value of each Named Executive Officer's long-term incentive award is generally determined in conjunction with the Compensation Committee's annual compensation analysis or, if later, in connection with the Named Executive Officer's promotion or hire date following the Compensation Committee's review of peer compensation data and consideration of each Named Executive Officer's position and associated responsibilities. In 2022, the Compensation Committee granted the RSUs and PSUs included in the table below to our Named Executive Officers. Except as specified below, all awards were granted in February of 2022.

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Name	Number of RSUs Granted in 2022	Value of RSUs Granted in 2022 ⁽¹⁾ (\$)	Target Number of PSUs Granted in 2022	Value of PSUs Granted in 2022 ⁽¹⁾ (\$)
Samuel D. Sledge	100,482	1,249,996	100,482	2,008,635
David S. Schorlemer	48,231	599,994	48,231	964,138
Adam Muñoz	68,327	849,988	68,327	1,365,857
Newton W. “Trey” Wilson III	40,192	499,988	40,192	803,438
Phillip A. Gobe ⁽²⁾	10,137	139,992	—	—

(1) Amounts in these columns reflect the aggregate grant date fair value of the RSU and PSU awards granted in 2022 under the 2020 LTIP, calculated in accordance with FASB ASC Topic 718. Because the grant date fair value is calculated different for time-based and performance-based awards under FASB ASC Topic 718, the value of the awards reported is different even though the number of RSUs and PSUs granted to each Named Executive Officer is the same. The number of awards granted by the Compensation Committee and the Board were calculated based on the closing price on the date of grant, rather than the accounting grant date fair value, which is the standard practice.

(2) These RSUs were granted in April of 2022 pursuant to the Director Compensation Policy as compensation for Mr. Gobe’s service as Chairman of the Board during 2022. Mr. Gobe did not receive a grant of RSUs or PSUs in 2022 in his role as Executive Chairman of the Board prior to his resignation on March 31, 2022.

Employee Benefits, Perquisites, and Special Payments

HEALTH/WELFARE PLANS

All of our full-time employees, including our Named Executive Officers, are eligible to participate in our health and welfare plans on the same basis, including: medical, dental and vision benefits, medical and dependent care flexible spending accounts, short-term and long-term disability insurance, and group life insurance.

RETIREMENT PLANS

We currently maintain a 401(k) retirement savings plan for our employees who satisfy certain eligibility requirements. Our Named Executive Officers are eligible to participate in the 401(k) plan on the same terms as other full-time employees. Currently, we match contributions made by participants in the 401(k) plan up to a specified percentage of the employee contributions, and we may make certain discretionary profit sharing contributions. Both the matching contributions and the profit sharing contributions vest immediately. We believe that offering a vehicle for tax-deferred retirement savings through our 401(k) plan and making matching contributions and profit sharing contributions that vest over time add to the overall desirability of our compensation packages and further incentivize our employees in accordance with our compensation policies. We do not maintain any defined benefit pension plans or deferred compensation plans.

PERQUISITES

Messrs. Sledge, Muñoz, Schorlemer, and Wilson each participated in a vehicle allowance program during 2022. In addition, in 2022 we provided Mr. Gobe with a Company vehicle for his use while in Midland, Texas. In 2022, the Company also provided other limited perquisites to its Named Executive Officers, including club memberships and dues and use of a Company chartered aircraft to attend a professional sporting event hosted by an important vendor of the Company. The lodging, food, and tickets to such professional sporting event were provided to those of our executives in attendance at no cost and paid for by the vendor of the Company. The sporting event was attended by certain of our executives primarily in order to strengthen the relationship between the Company and the vendor.

The Compensation Committee reviews the perquisites we provide to our Named Executive Officers periodically, including in 2022, to ensure that they are necessary to retain our executives, appropriate, and consistent with benefits offered by companies with which we compete for executive talent.

IV. OTHER COMPENSATION PRACTICES, POLICIES AND GUIDELINES

Succession and Additional Agreements

SUCCESSION PLAN

The Board and the Compensation Committee have built and seamlessly executed a strong and successful succession plan for the Company over the last several years.

2020 was a year of significant transition in the executive roles at the Company. While the context of every departure and shift to a new role was unique, in each case, the Company's careful succession planning and thoughtful recruiting paid dividends, ensuring that each transition was smooth and the Company's performance remained strong. For example, Mr. Gobe joined the Company in 2019 as director and Chairman of the Board. Because of his extensive experience in our industry and exceptional leadership skills the Board quickly identified him as someone who could take on a larger leadership role with the Company, if needed. As it became clear in late 2019 and early 2020 that there would be significant changes to the Company's management team and that the Company needed to strengthen its culture of compliance, the Board appointed Mr. Gobe to roles of increasing responsibility until he assumed the position of Chief Executive Officer in early 2020. Similarly, Mr. Wilson was hired as General Counsel and Corporate Secretary of the Company during this period because of his industry experience and compliance expertise. Messrs. Gobe and Wilson had both set aside retirement from their prior roles with other companies to help the Company recover from the challenges it faced in 2019 and 2020 and to build the new and stronger culture in which it has flourished. The Board knew that Messrs. Gobe and Wilson would want to resume their retirement at some point in the years following their appointment and that the creation and execution of a plan for succession for both of their roles was key to ensuring management continuity going forward. Messrs. Gobe and Wilson worked closely with the Board during the formulation and execution of the succession plan and devoted significant time and expertise to training and mentoring the individuals who would eventually succeed to their roles as well as the rest of the Company's management team.

On August 31, 2021, years of succession planning by the Compensation Committee and the Board came to fruition when Samuel D. Sledge, previously President, was appointed as Chief Executive Officer and Adam Muñoz, previously Chief Operating Officer, was appointed as President and Chief Operating Officer of the Company. Phillip A. Gobe, who preceded Mr. Sledge as Chief Executive Officer, continued to support the Company and Mr. Sledge in the role of Executive Chairman of the Board until March 31, 2022, when he resigned from that position. Mr. Gobe has continued his service with the Company as the non-executive Chairman of the Board.

Effective as of December 31, 2022, Newton W. Wilson III retired from the Company and resigned from his positions as General Counsel and Corporate Secretary of the Company. Effective January 1, 2023, John J. Mitchell was appointed to succeed Mr. Wilson as General Counsel and Corporate Secretary. Mr. Mitchell has over a decade of in-house legal experience at companies in the energy industry in Texas. Prior to his appointment, Mr. Mitchell served as Vice President and Deputy General Counsel of the Company, during which time he gained a deep knowledge of our business and became an integral member of our team. The Board, the Compensation Committee, and Mr. Wilson identified Mr. Mitchell as a strong candidate for succeeding to the role of General Counsel and Corporate Secretary at the time of his hiring in April of 2021. As a result, the Company provided Mr. Mitchell with increasing responsibility and leadership opportunities over the course of his tenure in that role, ensuring a smooth transition to his new role and a successful execution of the Company's succession plan.

AGREEMENTS WITH MESSRS. GOBE AND WILSON

The Compensation Committee and the Board determined that the terms of the Gobe Resignation Agreement and the Wilson Resignation Agreement (each as defined below) appropriately reflect the important contributions that Messrs. Gobe and Wilson have made to the Company during their tenures as Chief Executive Officer and Executive Chairman of the Board and General Counsel and Corporate Secretary of the Company, respectively. Both executives joined the Company during a challenging time and were tasked with leading the Company through the implementation of a remediation and improvement plan to address internal and control deficiencies discovered during an internal review. Their expertise, steady hands, and wise leadership was invaluable during this turbulent chapter and it is in very large part thanks to them that the Company emerged from that period stronger than ever. They each played an active role with the Board in the development of the Company's succession plan and were instrumental in ensuring a smooth transition of their roles to their successors. As a result, the Compensation Committee determined

Executive Compensation

that it was particularly important to afford Messrs. Gobe and Wilson with the opportunity to realize the value, if any, from their outstanding PSUs since their hard work prior to their separation had already greatly contributed toward the achievement of the applicable Company performance goals. Further, seventy-four percent (146,899 RSUs) of Mr. Gobe's RSUs were scheduled to vest within one year of the Gobe Separation Date (defined below) and forty-six percent (34,707 RSUs) of Mr. Wilson's RSUs were scheduled to vest within the two-month period following the Wilson Separation Date (defined below).

Mr. Gobe resigned from his position as Executive Chairman of the Company, effective March 31, 2022 (the "Gobe Separation Date"), but continues to serve as a non-employee Chairman of the Board. Effective as of the Gobe Separation Date, the Company and Mr. Gobe entered into a Resignation from Employment agreement (the "Gobe Resignation Agreement") memorializing the terms of his termination of employment. The Gobe Resignation Agreement does not provide Mr. Gobe with the opportunity to receive any cash severance payments or benefits but instead provides that Mr. Gobe shall receive the following benefits after the Gobe Separation Date, subject to his execution and non-revocation of the Gobe Resignation Agreement and his compliance with certain restrictive covenants, including obligations regarding confidentiality, non-competition, non-solicitation and non-disparagement: (i) the 198,759 RSUs held by Mr. Gobe immediately prior to the Gobe Separation Date vested as of the Gobe Separation Date and (ii) the service requirement associated with the 647,125 PSUs held by Mr. Gobe immediately prior to the Gobe Separation Date was deemed to be fulfilled and the PSUs will remain outstanding and will vest, if at all, based on the Company's actual performance over the applicable performance period. The Gobe Resignation Agreement specifies that the RSUs will be settled following the date that the Gobe Resignation Agreement becomes irrevocable but no later than 30 days following the Gobe Separation Date. If applicable performance metrics are achieved, the PSUs will be settled at the time originally specified in the applicable award agreement. For the avoidance of doubt, all PSUs held by Mr. Gobe continue to be subject to Company performance through the end of the applicable performance period and will only settle if performance in excess of the thresholds specified at the time of grant is achieved. In addition, the Gobe Resignation Agreement provides that the Company will pay for the reasonable attorneys' fees incurred by Mr. Gobe in connection with the negotiation of the Gobe Resignation Agreement.

Mr. Wilson retired from the Company and resigned from his position as General Counsel and Corporate Secretary, effective December 31, 2022 (the "Wilson Separation Date"). Effective as of the Wilson Separation Date, the Company and Mr. Wilson entered into a Resignation from Employment Agreement (the "Wilson Resignation Agreement"), memorializing the terms of his termination of employment. The Wilson Resignation Agreement does not provide Mr. Wilson with the opportunity to receive any cash severance payments or benefits but instead provides that Mr. Wilson shall receive the following benefits after the Wilson Separation Date, subject to his execution and non-revocation of the Wilson Resignation Agreement, which includes a release of claims, and his compliance with certain restrictive covenants, including obligations regarding confidentiality, non-competition, non-solicitation and non-disparagement: (i) the 75,149 RSUs held by Mr. Wilson on the Wilson Separation Date vested as of the Wilson Separation Date and (ii) the service requirement associated with the 101,604 PSUs held by Mr. Wilson on the Wilson Separation Date was deemed to be fulfilled and the PSUs will remain outstanding and will vest, if at all, based on the Company's actual performance over the applicable performance period. The RSUs were required to be settled following the date that the Wilson Resignation Agreement becomes irrevocable but no later than 30 days following the Wilson Separation Date. If applicable performance metrics are achieved, the PSUs will be settled at the time originally specified in the applicable award agreement. For the avoidance of doubt, all unvested PSUs held by Mr. Wilson at the Wilson Separation Date continue to be subject to Company performance through the end of the applicable performance period and will only settle if performance in excess of the thresholds specified at the time of grant is achieved. In addition, the Wilson Resignation Agreement provides that the Company will pay for the reasonable attorneys' fees incurred by Mr. Wilson in connection with the negotiation of the Wilson Resignation Agreement. The Wilson Resignation Agreement also clarifies that Mr. Wilson will be entitled to receive a full annual bonus for the 2022 fiscal year.

On the Gobe Separation Date, Mr. Gobe held unvested PSUs that had originally been granted in each of 2020 and 2021. On the Wilson Separation Date, Mr. Wilson held unvested PSUs that had originally been granted in each of 2021 and 2022. Since the modification to Mr. Gobe's and Mr. Wilson's PSUs, the PSUs granted in 2020 vested at 61% and performance for the PSUs granted in 2021 and 2022 is currently tracking to vest at 0%.

Executive Severance Plan

The Board adopted the Second Amended and Restated ProPetro Services, Inc. Executive Severance Plan and subsequently (the "Executive Severance Plan") because they and the Compensation Committee felt it was desirable to pivot away from individually negotiated employment agreements and towards a streamlined plan providing for

more uniform treatment upon a termination of employment. Each of our Named Executive Officers is a participant in the Executive Severance Plan. We believe the Executive Severance Plan serves to maintain the focus of our senior executives and ensure that their attention, efforts and commitment are aligned with maximizing the success of the Company and stockholder value. Further, providing market severance benefits is an important element of compensation that allows us to attract and retain talented executives, ensuring continuity of management, stability of the Company, and efficient execution of our business goals.

The amounts of the severance and benefits established for each “Tier” under the Executive Severance Plan were selected after the Compensation Committee received advice from its independent compensation consultant at the time of adoption regarding the types and amounts of severance that are market among the Company’s peers. The Compensation Committee also considered its members’ ample experience in the industry when making this determination. The Tier level assigned to each participant in the plan was determined based on each participant’s position and responsibility. No changes were made to the Tier levels for the Named Executive Officers in 2022, except that Mr. Gobe ceased to participate in the Executive Severance Plan upon his resignation as Executive Chairman of the Board on March 31, 2022 and Mr. Wilson ceased to participate in the Executive Severance Plan upon his resignation as General Counsel and Corporate Secretary of the Company on December 31, 2022. The Tier levels for each of the Named Executive Officers and the terms of the Executive Severance Plan are described in detail below in the section entitled “Potential Payments upon Termination and Change of Control—Executive Severance Plan.”

Employee Compensation Claw-Back Policy

Under the terms of our Executive Compensation Claw-Back Policy, any incentive compensation, including all types of equity awards, paid to an executive officer (including all of our Named Executive Officers) which was determined based on our performance against financial metrics will be subject to recovery by the Company in the event that the underlying financial metrics are negatively impacted by a restatement of our financial statements. In addition, incentive compensation, including all types of equity awards, is subject to recovery by the Company where an executive engages in certain misconduct. The Company expects to adopt a revised Claw-Back policy in accordance with the SEC’s adoption of new rules to implement Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 in connection with the implemented of such final rule by the NYSE.

Executive Stock Ownership Policy

Under the terms of our Executive Stock Ownership Policy, our executive officers must own shares of our common stock or certain equity awards with a value equal to not less than the following multiples of base salary:

Office	Multiple of Base Pay
Chief Executive Officer	■ ■ ■ ■ ■ 5x
Chief Financial Officer and Chief Operating Officer	■ ■ ■ 3x
All other executive officers	■ 1x

Any individuals who became executive officers as a result of an internal promotion or a new hire, will have five years from the date of being named an executive officer to meet the stock ownership guidelines. As a result, all of our Named Executive Officers still have additional time in which to comply with these guidelines. In calculating the value of shares of our common stock or certain equity awards held for purposes of determining compliance with the policy, such value is equal to the closing price per share on the measurement date, based on shares owned outright and unvested RSUs, with the value of such unvested RSUs discounted by 40%. Unexercised option awards and unvested PSUs are excluded from the calculation.

Prohibition on Hedging and Pledging

We believe that derivative transactions, including puts, calls, and options, and hedging transactions for our securities carry a high risk of inadvertent securities laws violations and may lead to an officer, director, or employee no longer having the same objectives as the Company’s other stockholders. For these reasons, we prohibit our directors, officers, and employees from engaging in any type of derivative or hedging transactions in respect of our securities pursuant to our Insider Trading Compliance Policy.

Executive Compensation

Company stock pledged as collateral, including shares held in a margin account, may be sold without the consent of the holder by the lender in a foreclosure or default event, which could lead to inadvertent securities laws violations. For this reason, pursuant to our Insider Trading Compliance Policy, we prohibit pledging Company securities as collateral to secure loans and purchasing Company securities on margin.

No Tax Gross-Ups

We do not provide gross-up payments to cover our Named Executive Officers' personal income taxes that may pertain to any of the compensation or perquisites paid or provided by our Company.

Regulatory Considerations

The tax and accounting implications of utilizing various forms of compensation are considered when adopting new or modifying existing compensation programs. Section 162(m) ("Section 162(m)") of the Internal Revenue Code of 1986, as amended (the "Code") generally precludes a publicly held company from taking a federal income tax deduction for compensation paid in excess of \$1 million per year to certain covered employees, which include our Named Executive Officers. To maintain flexibility in compensating the Company's executive officers in a manner designed to promote achievement of corporate goals, retention and recruitment, the Compensation Committee has not adopted a policy requiring all compensation to be tax deductible and expects that the deductibility of certain compensation paid will be limited by Section 162(m).

Compensation Risk Assessment

The Compensation Committee reviews our compensation policies and practices on an annual basis to identify any risks posed by these programs and to assess the appropriateness of any risks identified. We believe that any risks associated with our compensation policies and practices are mitigated in large part by the following factors and, therefore, that no such risks are likely to have a material adverse effect on us:

- ✓ We pay a mix of compensation which includes short-term cash and long-term equity-based compensation.
- ✓ We base the vesting and payment of our incentive compensation awards on several different performance metrics, which discourages our employees from placing undue emphasis on any one metric or aspect of our business at the expense of others.
- ✓ We believe that our performance metrics are reasonably challenging yet should not require inappropriate risk-taking to achieve.
- ✓ The performance metrics for awards under our Annual Bonus Plan include quantitative financial and operational metrics as well as qualitative metrics related to our operations, strategy, and other aspects of our business, as well as the individual performance of our executives, and our Compensation Committee retains discretion to modify payout amounts under the Annual Bonus Plan, as appropriate.
- ✓ The performance periods under our PSUs overlap, and our time-vested RSUs generally vest over a three-year period. This mitigates the motivation to maximize performance in any one period at the expense of others.
- ✓ Our Named Executive Officers are required to own our common stock at levels provided in our Executive Stock Ownership Guidelines.
- ✓ We have instituted a claw-back policy, which allows us to claw-back compensation in the event of a financial restatement or certain misconduct.
- ✓ We believe that we have an effective management process for developing and executing our short- and long-term business plans.
- ✓ Our compensation policies and programs are overseen by the Compensation Committee.
- ✓ The Compensation Committee retains an independent compensation consultant.

Report of the Compensation Committee

The Compensation Committee has reviewed and discussed the above CD&A with management and, based on such review and discussions, the Compensation Committee recommended to the Board that the CD&A be included in this proxy statement.

The Compensation Committee of the Board of Directors



**MICHELE
VION**

Chair



**ANTHONY J.
BEST**



**JACK B.
MOORE**

Executive Compensation

Executive Compensation Tables

SUMMARY COMPENSATION TABLE

The following table summarizes the compensation provided by us to our Named Executive Officers for the fiscal years ended December 31, 2022, 2021, and 2020.

Name and Principal Position	Year	Salary ⁽¹⁾ (\$)	Bonus ⁽²⁾ (\$)	Stock Awards ⁽³⁾ (\$)	Option Awards (\$)	Non-Equity Incentive Plan Compensation ⁽⁴⁾ (\$)	All Other Compensation ⁽⁵⁾ (\$)	Total (\$)
Samuel D. Sledge <i>Chief Executive Officer</i>	2022	700,000	—	3,258,631	—	1,036,000	33,663	5,028,294
	2021	455,962	—	2,216,599	—	457,500	34,588	3,164,649
David S. Schorlemer <i>Chief Financial Officer</i>	2022	477,000	—	1,564,132	—	634,800	79,928	2,755,860
	2021	450,000	75,000	1,342,668	—	356,400	282,713	2,506,781
	2020	101,435	125,000	387,749	—	59,348	69,218	742,750
Adam Muñoz <i>President and Chief Operating Officer</i>	2022	550,000	—	2,215,845	—	864,000	58,608	3,688,453
	2021	475,193	—	1,796,100	—	470,300	46,142	2,787,735
	2020	407,232	—	795,311	—	316,585	22,495	1,541,623
Newton W. “Trey” Wilson III ⁽⁶⁾ <i>General Counsel and Corporate Secretary</i>	2022	421,615	—	2,701,426 ⁽⁷⁾	—	516,200	77,792	3,717,033
	2021	400,000	25,000	1,342,668	—	297,000	31,800	2,096,468
	2020	383,242	104,102	682,054	—	240,000	28,900	1,438,298
Phillip A. Gobe ⁽⁸⁾ <i>Chairman of the Board and Former Executive Chairman</i>	2022	304,385	—	14,278,805 ⁽⁹⁾	—	299,700	62,232	14,945,122
	2021	869,923	—	5,102,180	—	861,200	29,166	6,862,469
	2020	675,632	—	3,808,721	—	595,925	15,450	5,095,728

- (1) The amounts in this column represent the base salary each Named Executive Officer earned for the year indicated, except for Mr. Gobe. The amount reported for Mr. Gobe represents \$199,385 of base salary received for service as Executive Chairman of the Board prior to his resignation on March 31, 2022 and \$105,000 of cash retainer for services as Chairman of the Board pursuant to the Director Compensation Policy for the period from April 1, 2022 through December 31, 2022.
- (2) The amounts in this column for Messrs. Schorlemer and Wilson for 2021 reflect retention bonuses negotiated at the time of their appointment. The Company does not currently intend to pay any further retention bonuses for the foreseeable future.
- (3) Amounts in this column for 2022 reflect the aggregate grant date fair value of the RSU and PSU awards granted in 2022 under the 2020 LTIP, calculated in accordance with FASB ASC Topic 718. The FASB ASC Topic 718 value for the RSUs was calculated using the closing price per share of our common stock on the date of grant applied to the total number of RSUs granted. The FASB ASC Topic 718 grant date fair value of the PSUs was determined using a Monte Carlo simulation. Amounts in this column for 2022 also reflect the incremental fair value of the modifications to Messrs. Wilson's and Gobe's RSUs and PSUs, calculated in accordance with FASB ASC Topic 718, which were modified in accordance with the Wilson Resignation Agreement and Gobe Resignation Agreement. See footnotes 7 and 9 for further discussion of the modifications. For information regarding assumptions underlying the valuation of equity awards, see Note 13 of the Consolidated Financial Statements included in our 2022 Annual Report on Form 10-K. The actual amount realized upon settlement of RSU and PSU awards will depend upon the market price of the Company's stock on the settlement date and the Company's performance (with respect to the PSUs).
- (4) Amounts in this column for 2022 represent the short-term cash incentive awards for performance during the 2022 fiscal year pursuant to the Annual Bonus Plan, determined based on achievement of the applicable performance metrics. See “Compensation Discussion and Analysis—Elements of Compensation and 2022 Decisions in Detail—Annual Cash Incentive Awards” above for additional informational regarding these awards.

- (5) Amounts in this column are comprised of the payments and benefits enumerated in the table below.

Name	Vehicle Allowance Program ^(a) (\$)	Contribution to 401(k) Plan ^(b) (\$)	Club Dues/ Membership Fees ^(c) (\$)	Legal Fees ^(d) (\$)	Vacation Payout ^(e) (\$)	Chartered Aircraft ^(f) (\$)	Total (\$)
Samuel D. Sledge	14,400	15,441	3,822	—	—	—	33,663
David S. Schorlemer	16,823	18,300	31,860	—	—	12,945	79,928
Adam Muñoz	14,400	18,300	11,637	—	—	14,271	58,608
Newton W. “Trey” Wilson III	14,400	18,300	3,368	—	27,453	14,271	77,792
Phillip A. Gobe	—	18,300	1,502	3,484	38,946	—	62,232

- (a) The amounts in this column reflect the cost of the Company’s vehicle allowance program.
- (b) The amounts in this column reflect the Company’s contribution to each Named Executive Officer’s account in the Company’s 401(k) plan.
- (c) The amounts in this column reflect club dues or membership fees paid by the Company.
- (d) The amount in this column for Mr. Gobe reflects \$3,484 in legal fees paid by the Company for Mr. Gobe in connection with his resignation as Executive Chairman.
- (e) The amounts in this column for Messrs. Wilson and Gobe reflect \$27,453 and \$38,946, respectively, for payout of unused paid-time off in connection with his resignation as Executive Chairman.
- (f) The amounts for Messrs. Schorlemer, Muñoz, and Wilson reflect the cost of personal use of Company chartered aircraft for themselves and their spouses based on the actual invoiced amount from the charter company for costs incurred on a trip to a professional sporting event at the invitation of an important Company vendor. Each of Messrs. Schorlemer, Muñoz, and Wilson also received lodging, food, and tickets to such professional sporting event, which were paid for by the vendor. The perquisites described in the preceding sentence did not result in any additional cost to the Company and therefore no amount is being reported in connection with these perquisites.
- (6) Effective December 31, 2022, Mr. Wilson retired from his position as General Counsel and Corporate Secretary of the Company, and his employment with the Company ended.
- (7) \$1,398,000 of the figure reported for Mr. Wilson represents the incremental fair value of the modification to his RSUs and PSUs, calculated in accordance with FASB ASC Topic 718, which were modified in accordance with the Wilson Resignation Agreement (as described under the section of this proxy statement entitled “—Potential Payments Upon Termination or Change in Control—Wilson Resignation Agreement”). \$1,303,426 of the figure reported for Mr. Wilson represents the value of the RSUs and PSUs granted to him in 2022. The table below provides the grant date fair value of the RSUs and PSUs granted in 2022 and the incremental fair value of the modifications in 2022 to the previously granted RSUs and PSUs.

Name	Award Type	Grant Date/ Incremental Fair Value (\$)
Newton W. “Trey” Wilson III	RSUs and PSUs Granted in 2022	1,303,426
	Modified 2020, 2021 and 2022 RSUs	779,295
	Modified 2021 and 2022 PSUs	618,705
TOTAL		2,701,426

The service requirement associated with the outstanding unvested PSUs held by Mr. Wilson was deemed fulfilled in connection with the modification to these awards. Such PSUs will vest, if at all, based on the Company’s performance over the original performance period. Since the modification, the PSUs granted in 2020 have vested at 61% and the PSUs granted in 2021 and 2022 are currently tracking to vest at 0%. Because Mr. Wilson was employed through the end of 2022, he fulfilled the service period associated with the 2020 PSUs and those awards were fully vested prior to the Wilson Separation Date.

- (8) Effective March 31, 2022, Mr. Gobe stepped down as Executive Chairman, and his employment with the Company ended. Following March 31, 2022, Mr. Gobe continued serving the Company as Chairman of the Board.
- (9) \$14,138,813 of the figure reported for Mr. Gobe represents the incremental fair value of the modification to his RSUs and PSUs, calculated in accordance with FASB ASC Topic 718, which were modified in accordance with the Gobe Resignation Agreement (as described under the section of this proxy statement entitled “—Potential Payments Upon Termination or Change in Control—Gobe Resignation Agreement”). \$139,992 of the figure reported for Mr. Gobe represents the value of the RSUs granted to him pursuant to the Director Compensation Policy for his service as Chairman of the Board during 2022. Mr. Gobe was not granted any RSUs or PSUs for his service as Executive

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Chairman of the Board prior to his resignation on March 31, 2022. The table below provides the grant date fair value of the RSUs granted in 2022 and the incremental fair value of the modifications in 2022 to the previously granted RSUs and PSUs.

Name	Award Type	Grant Date/ Incremental Fair Value (\$)
Phillip A. Gobe	RSUs Granted in 2022	139,992
	Modified 2019, 2020 and 2021 RSUs	2,768,713
	Modified 2020 PSUs	7,323,517
	Modified 2021 PSUs	4,046,584
TOTAL		14,278,806

The service requirement associated with the outstanding unvested PSUs held by Mr. Gobe was deemed fulfilled in connection with the modification to these awards. Such PSUs will vest, if at all, based on the Company's performance over the original performance period. Since the modification, the PSUs granted in 2020 have vested at 61% and the PSUs granted in 2021 are currently tracking to vest at 0%.

2022 ALTERNATIVE SUMMARY COMPENSATION TABLE USING ALTERNATIVE VALUES FOR AWARDS MODIFIED AT TERMINATION

In connection with Mr. Wilson's retirement and Mr. Gobe's resignation, the Company accelerated each of their outstanding RSUs and deemed the service requirement associated with their outstanding PSUs fulfilled, with such PSUs remaining outstanding and eligible to vest, if at all, based on the Company's actual performance over the applicable performance period. In accordance with FASB ASC Topic 718, the Company was required to recognize an accounting charge for the modifications to the RSUs and PSUs, which amount is disclosed in the Summary Compensation Table and Grants of Plan-Based Awards Table. The Company believes that the incremental fair value of the accounting modification associated with modifications to PSUs and RSUs held by Messrs. Wilson and Gobe at the time of their termination of employment obscures an understanding of the compensation that Messrs. Wilson and Gobe will ultimately recognize. The table below compares the components of the Stock Awards column from the Summary Compensation Table, above, to the components of the Stock Awards column from the Alternative Summary Compensation Table, below. As illustrated below, the Stock Awards column of the Alternative Summary Compensation Table (i) sets forth the value of the modifications to the PSUs based on actual performance as of December 31, 2022 and (ii) excludes the modification charge for Mr. Wilson's 2022 RSUs since the full grant date fair value of those awards is already included in the table (thus eliminating inclusion of that award twice).

Name	Award	Summary Compensation Table Values Based on Grant Date/ Modification Fair Value (\$)	Alternative Summary Compensation Table Values Based on Eliminating Double Counting of 2022 RSUs and Including PSUs at Actual Performance as of December 31, 2022 (\$)
Newton W. "Trey" Wilson III	RSUs and PSUs Granted in 2022	1,303,426	1,303,426
	Modified 2020 and 2021 RSUs	779,295	362,504
	Modified 2021 and 2022 PSUs	618,705	0
	Total	2,701,426	1,665,930
Phillip A. Gobe	RSUs Granted in 2022 for Board Service	139,992	139,992
	Modified 2019, 2020 and 2021 RSUs	2,768,713	2,768,713
	Modified 2020 PSUs	7,323,517	2,617,315
	Modified 2021 PSUs	4,046,584	0
Total		14,278,806	5,526,020

The table below sets forth the total compensation of each of Messrs. Wilson and Gobe for the 2022 fiscal year, excluding the incremental fair value of the accounting modification associated with such acceleration and providing, instead, (i) the value of the PSUs based on actual performance as of December 31, 2022 and (ii) the same modification value as is reported in the Summary Compensation Table for modified RSUs except that no value is attributed to the acceleration of Mr. Wilson's 2022 RSUs since the full grant date fair value of those awards is already included. This table is supplemental to, and not a substitute for, the compensation information reported in the

Executive Compensation

Summary Compensation Table. For additional information regarding the modifications, please see “Compensation Discussion and Analysis—Other Compensation Practices, Policies and Guidelines—Succession and Additional Agreements.”

Name	Year	Salary (\$)	Stock Awards ⁽¹⁾ (\$)	Non-Equity Incentive Plan Compensation (\$)	All Other Compensation (\$)	Total (\$)
Newton W. “Trey” Wilson III	2022	421,615	1,665,930	516,200	77,792	2,681,537
Phillip A. Gobe	2022	304,385	5,526,020	299,700	62,232	6,192,337

- (1) Amounts in this column for 2022 reflect the aggregate grant date fair value of the RSU and PSU awards granted in 2022 under the 2020 LTIP, calculated in accordance with FASB ASC Topic 718. The FASB ASC Topic 718 value for the RSUs was calculated using the closing price per share of our common stock on the date of grant applied to the total number of RSUs granted. The FASB ASC Topic 718 grant date fair value of the PSUs was determined using a Monte Carlo simulation. As noted above, the amounts do not include the incremental fair value of the modifications to the outstanding unvested PSUs held by Messrs. Gobe and Wilson on their separation dates and instead reflect actual performance of such PSUs as of December 31, 2022. The figures also exclude the modification value of Mr. Wilson’s 2022 RSUs to avoid inclusion of the value of that award twice in this column. The PSUs granted in 2020 vested at 61% and the PSUs granted in 2021 and 2022 were tracking to vest at 0% as of December 31, 2022.

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GRANTS OF PLAN-BASED AWARDS

Name	Grant Date	Estimated Possible Payouts Under Non-Equity Incentive Plan Awards ⁽¹⁾			Estimated Future Payouts Under Equity Incentive Plan Awards ⁽²⁾			All Other Stock Awards: Number of Shares of Stock ⁽³⁾	Grant Date Fair Value of Stock and Option Awards ⁽⁴⁾
		Threshold (\$)	Target (\$)	Maximum (\$)	Threshold (#)	Target (#)	Maximum (#)		
Samuel D. Sledge									
Annual Bonus	—	350,000	700,000	1,400,000	—	—	—	—	—
RSUs	2/16/2022	—	—	—	—	—	—	100,482	1,249,996
PSUs	2/16/2022	—	—	—	50,241	100,482	200,964	—	2,008,635
David S. Schorlemer									
Annual Bonus	—	190,800	381,600	763,200	—	—	—	—	—
RSUs	2/16/2022	—	—	—	—	—	—	48,231	599,994
PSUs	2/16/2022	—	—	—	24,116	48,231	96,462	—	964,138
Adam Muñoz									
Annual Bonus	—	275,000	550,000	1,100,000	—	—	—	—	—
RSUs	2/16/2022	—	—	—	—	—	—	68,327	849,988
PSUs	2/16/2022	—	—	—	34,164	68,327	136,654	—	1,365,857
Newton W. “Trey” Wilson III									
Annual Bonus	—	157,500	315,000	630,000	—	—	—	—	—
RSUs	2/16/2022	—	—	—	—	—	—	40,192	499,988
PSUs	2/16/2022	—	—	—	20,096	40,192	80,384	—	803,438
Modification	12/31/2022								1,398,000
Phillip A. Gobe									
Annual Bonus	—	405,000	810,000	1,620,000	—	—	—	—	—
RSUs ⁽⁵⁾	4/26/2022	—	—	—	—	—	—	10,137	139,992
Modification	3/31/2022								14,138,813

- (1) Amounts in these columns represent the estimated payouts for annual cash incentive awards under the Annual Bonus Plan for 2022 assuming threshold, target, and maximum performance achievement. The actual amounts paid to our Named Executive Officers for 2022 can be found in the “Non-Equity Incentive Plan Compensation” column of the Summary Compensation Table above. See “Compensation Discussion and Analysis—Elements of Compensation and 2022 Decisions in Detail—Annual Cash Incentive Awards” above for additional information regarding these awards.
- (2) These amounts represent the threshold, target, and maximum number of PSUs granted to the Named Executive Officers during 2022. The number of PSUs which ultimately vest is based on the performance of the Company’s TSR relative to the TSR of the companies in our Peer Group during the three-year performance period ending on December 31, 2024, subject to the Named Executive Officer’s continued employment through such date.
- (3) Amounts in this column reflect RSUs granted to the Named Executive Officers during 2022. One-third of each such grant vests on each of the first three anniversaries of the applicable date of grant, subject to the Named Executive Officer’s continued employment through each such date.
- (4) These amounts represent the aggregate grant date fair value of RSUs and PSUs granted in 2022 to the Named Executive Officers, computed in accordance with FASB ASC Topic 718, disregarding estimated forfeitures. The grant date fair value of the PSUs is based on probable outcome with regard to the applicable performance metrics. For information regarding assumptions underlying the valuation of equity awards, see Note 13 of the Consolidated Financial Statements in our 2022 Annual Report on Form 10-K. For Messrs. Gobe and Wilson, the amounts also represent the incremental fair value of the modification to their RSUs and PSUs, calculated in accordance with FASB ASC Topic 718, which were modified in connection with Mr. Gobe’s resignation on March 31, 2022 and Mr. Wilson’s resignation on December 31, 2022.
- (5) This award of RSUs was granted to Mr. Gobe in accordance with the Director Compensation Policy for his service as Chairman of the Board in 2022. Mr. Gobe was not granted any RSUs or PSUs for his service as Executive Chairman of the Board prior to his resignation from that position in March 31, 2022.

NARRATIVE DISCLOSURE TO SUMMARY COMPENSATION TABLE AND GRANTS OF PLAN-BASED AWARDS TABLE

Executive Severance Plan

None of the Named Executive Officers is currently a party to an employment agreement or letter agreement with us. Instead, they participate in the Executive Severance Plan. For additional information regarding the terms and conditions of this plan please see “— Potential Payments Upon Termination or Change in Control—Executive Severance Plan.”

OUTSTANDING EQUITY AWARDS AT FISCAL YEAR END

The following table reflects information regarding outstanding and unvested stock options, RSUs, and PSUs held by our Named Executive Officers as of December 31, 2022.

Name	Option Awards				Stock Awards			
	Number of Securities Underlying Unexercised Options Exercisable (#)	Number of Securities Underlying Unexercised Options Unexercisable (#)	Option Exercise Price (\$)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested ⁽¹⁾ (#)	Market Value of Shares or Units of Stock That Have Not Vested ⁽²⁾ (\$)	Equity Incentive Plan Awards: Number of Shares That Have Not Vested ⁽³⁾ (#)	Equity Incentive Plan Awards: Market Value of Unearned Shares That Have Not Vested ⁽²⁾ (\$)
Samuel D. Sledge	21,750	—	14.00	3/16/2027	—	—	—	—
	—	—	—	—	167,049	1,732,298	—	—
	—	—	—	—	—	—	110,495	1,145,833
David S. Schorlemer	—	—	—	—	84,595	887,250	—	—
	—	—	—	—	—	—	54,822	568,504
Adam Muñoz	48,938	—	14.00	3/16/2027	—	—	—	—
	—	—	—	—	122,604	1,271,403	—	—
	—	—	—	—	—	—	77,631	805,033
Newton W. “Trey” Wilson III	—	—	—	—	—	—	50,802	526,817
Phillip A. Gobe	—	—	—	—	10,137	105,121	—	—
	—	—	—	—	—	—	116,619	1,209,339

- (1) The amounts in this column represent RSU awards held by each Named Executive Officer vest pro-rata over the applicable remaining vesting dates as follows, subject to the Named Executive Officer's continued employment:

Name	Number of Unvested RSUs on 12/31/2022	Remaining Vesting Dates
Samuel D. Sledge	2,369	February 11, 2023
	10,639	March 13, 2023
	19,106	February 17, 2023 and February 17, 2024
	34,453	August 31, 2023, and August 31, 2024
	100,482	February 16, 2023, February 16, 2024, and February 16, 2025
David S. Schorlemer	9,070	October 13, 2023
	40,941	February 17, 2023 and February 17, 2024
	48,231	February 16, 2023, February 16, 2024, and February 16, 2025
Adam Muñoz	5,001	February 11, 2023
	10,639	March 13, 2023
	30,024	February 17, 2023 and February 17, 2024
	8,613	August 31, 2023 and August 31, 2024
	68,327	February 16, 2023, February 16, 2024, and February 16, 2025
Phillip A. Gobe	10,137	Earlier to occur of (i) day immediately preceding the 2023 annual meeting and (ii) April 26, 2023

Executive Compensation

- (2) The amounts in this column were calculated by multiplying \$10.37, the closing price of our common stock on December 30, 2022, by the number of awards reported.
- (3) Pursuant to the applicable rules, the amounts in this column and in the table below reflect the threshold number of PSUs held by each Named Executive Officer that were granted in 2021 and 2022 because performance as of December 31, 2022 was below threshold for such awards. Both the PSUs granted to the Named Executive Officers in 2021 and 2022 may vest, if at all, based on the performance of the Company's stock relative to a peer group during the applicable three-year performance period as shown in the below table. The actual number of PSUs earned based on actual performance over the full performance period may range from 0% to 200% of the target amount (i.e. up to 400% of the amounts below, since the amounts below represent threshold performance).

Name	Number of Unvested PSUs on 12/31/2022	Applicable Performance Period End Date
Samuel D. Sledge	21,494	December 31, 2023
	38,760	December 31, 2023
	50,241	December 31, 2024
David S. Schorlemer	30,706	December 31, 2023
	24,116	December 31, 2024
Adam Muñoz	33,777	December 31, 2023
	9,690	December 31, 2023
	34,164	December 31, 2024
Newton W. "Trey" Wilson III	30,706 ^(a)	December 31, 2023
	20,096 ^(a)	December 31, 2024
Phillip A. Gobe	116,619 ^(b)	December 31, 2023

- (a) In connection with Mr. Wilson's resignation as General Counsel and Corporate Secretary on December 31, 2022, the service requirement associated with the outstanding PSUs held by Mr. Wilson immediately prior to December 31, 2022 was deemed to be fulfilled and the PSUs will remain outstanding and will vest, if at all, based on the Company's actual performance over the applicable performance period.
- (b) In connection with Mr. Gobe's resignation as Executive Chairman on March 31, 2022, the service requirement associated with the outstanding PSUs held by Mr. Gobe immediately prior to the Separation Date was deemed to be fulfilled and the PSUs will remain outstanding and will vest, if at all, based on the Company's actual performance over the applicable performance period.

2022 OPTION EXERCISES AND STOCK VESTED

Name	Option Awards		Stock Awards	
	Number of Shares	Value Realized on Exercise (\$)	Number of Shares	Value Realized on Vesting ⁽²⁾ (\$)
	Acquired on Exercise (#)		Acquired on Vesting ⁽¹⁾ (#)	
Samuel D. Sledge	—	—	41,452	854,071
David S. Schorlemer	—	—	47,615	518,392
Adam Muñoz	—	—	80,824	928,924
Newton W. "Trey" Wilson III	—	—	122,345	1,312,969
Phillip A. Gobe	—	—	594,957	7,357,606

- (1) This column reflects the RSUs and PSUs held by each Named Executive Officer that vested during 2022. Sixty one percent of the target number of PSUs granted to the Named Executive Officers in 2020 vested.
- (2) This column reflects the aggregate market value realized by each Named Executive Officer upon vesting, calculated by multiplying the number of RSUs and PSUs that vested (including shares withheld for tax withholding purposes) by the closing price of our common stock on the applicable vesting date or, to the extent the vesting date was not a trading date, the closing price on the last trading date.

PENSION BENEFITS

We do not sponsor any qualified or non-qualified defined benefit pension plans.

NONQUALIFIED DEFERRED COMPENSATION

We do not have any non-qualified deferred compensation plans.

POTENTIAL PAYMENTS UPON TERMINATION OR CHANGE IN CONTROL

Executive Severance Plan

In 2020, the Board adopted the Executive Severance Plan, pursuant to which the Named Executive Officers are eligible to receive severance payments and benefits, as described in more detail below. None of the Named Executive Officers currently have an employment agreement with the Company. Pursuant to the terms of the Executive Severance Plan, the level of severance benefit for which a participant is eligible is determined based on their designated “Tier.” As of December 31, 2022, the Tier levels for each of the Named Executive Officers was as follows:

Name	Executive Severance Plan Tier Level
Samuel D. Sledge	Tier 1
David S. Schorlemer	Tier 2
Adam Muñoz	Tier 2

Upon the Named Executive Officer’s termination without “Cause” or a resignation for “Good Reason” (each as defined in the Executive Severance Plan and described below), current participants in the Executive Severance Plan will be eligible to receive the following benefits:

- A lump sum cash payment equal to 2.0 (for Tier 1 Executives), 1.5 (for Tier 2 Executives) or 1.0 (for Tier 3 Executives) times the sum of the participant’s (i) annualized base salary then in effect and (ii) target annual bonus for the year in which the termination occurred,
- Any earned but unpaid bonus for the year preceding the year of termination based on the Company’s actual performance, paid at the time such bonuses are paid to all other executives, and
- Reimbursement for a portion of the cost of continuation coverage for the participant and his or her spouse and eligible dependents under the Company’s group health plans pursuant to COBRA for 12 months (or 18 months for Tier 1 Executives), unless such coverage is earlier terminated in accordance with the terms of the Executive Severance Plan.

Upon a termination without Cause or a resignation for Good Reason within 12 months following a “Change in Control” (as defined in the Executive Severance Plan), participants in the Executive Severance Plan will be eligible to receive the following benefits:

- A lump sum cash payment equal to 3.0 (for Tier 1 Executives), 2.0 (for Tier 2 Executives) or 1.5 (for Tier 3 Executives) times the sum of the participant’s (i) annualized base salary then in effect and (ii) target annual bonus as in effect immediately prior to the Change in Control,
- Any earned but unpaid bonus for the year preceding the year of termination based on the Company’s actual performance, paid at the time such bonuses are paid to all other executives,
- A lump sum cash payment equal to a prorated target bonus for the year of termination based on days of service during the applicable calendar year, and
- Full reimbursement of the cost of continuation coverage for the participant and his or her spouse and eligible dependents under the Company’s group health plans pursuant to the COBRA, for 12 months (or 18 months for Tier 1 Executives), unless such coverage is earlier terminated in accordance with the terms of the Executive Severance Plan.

Additionally, if a participant’s employment with the Company terminates as a result of his or her death or “Disability” (as defined in the Executive Severance Plan), then the participant will be eligible to receive the following benefits:

- Any earned but unpaid bonus for the year preceding the year of termination based on the Company’s actual performance, paid at the time such bonuses are paid to all other executives, and
- A lump sum cash payment equal to a prorated target bonus for the year of termination based on days of service during the applicable calendar year.

In order to receive any of the foregoing severance benefits under the Executive Severance Plan, a participant must timely execute (and not revoke) a release of claims in favor of the Company and its affiliates. Further, the Executive Severance Plan requires continued compliance with certain confidentiality, non-competition, non-solicitation and non-disparagement covenants as set forth in the award agreements under the ProPetro Holding Corp. 2017 Incentive Award Plan (the “2017 LTIP”) and the 2020 LTIP. If the severance benefits under the Executive Severance Plan would trigger an excise tax for a participant under Section 4999 or Section 280G of the Code (“Section 280G”) the

Executive Compensation

Executive Severance Plan provides that the participant's severance benefits will be reduced to a level at which the excise tax is not triggered, unless the participant would receive a greater amount without such reduction after taking into account the excise tax and other applicable taxes.

As used in the Executive Severance Plan, the following terms generally mean:

"Cause" generally means the Named Executive Officer's:

- (i) material breach of the employment agreement or any other agreement with the Company or its affiliates, subject to a 30-day notice and 15-day cure period,
- (ii) material breach of the Company's or its affiliates' policies or code of conduct applicable to the Named Executive Officer,
- (iii) violation of any law applicable to the workplace or employment relationship,
- (iv) gross negligence, material misconduct reflecting negatively on the Company, breach of fiduciary duty, fraud, theft, or embezzlement,
- (v) conviction of or plea of nolo contendere to any felony (or state law equivalent) or any crime involving moral turpitude,
- (vi) material failure or refusal (other than due to Disability) to perform obligations or any lawful director from the Board or an officer of the Company, subject to a 30-day notice and 15-day cure period,
- (vii) unlawful use or possession of illegal drugs on the Company's premises or while performing duties,
- (viii) failure to exercise the degree of care, skill, and diligence as employees of ordinary skill and knowledge commonly possess and exercise, subject to a 30-day notice and 15-day cure period, or
- (ix) failure to act with undivided loyalty to the Company and its affiliates.

"Change in Control" has the meaning given to it under the 2020 LTIP, which is the same meaning given to such term under the 2017 LTIP and described below under "— 2017 LTIP."

"Good Reason" generally means:

- (i) the material diminution in the Named Executive Officer's base salary, unless in connection with a general reduction in base salaries that affects all similarly situated employees,
- (ii) material diminution in the Named Executive Officer's authority, duties, or responsibilities unless in connection with an internal investigation by the Company (provided that his or her removal from the board of directors or as an officer of any of the Company's affiliates shall not constitute Good Reason),
- (iii) the material breach by the Company of any of its obligations under the agreement, or
- (iv) the Named Executive Officer's relocation by more than 50 miles from his or her current place of business, in each case, subject to a 30-day notice period, 15-day cure period and the Named Executive Officer's resignation within 75 days of the end of the cure period.

"Disability" generally means the Named Executive Officer's inability to perform the essential functions of his or her job due to physical or mental impairment for a period that exceeds 120 consecutive days or 180 total days in any 12-month period, as determined by the Board.

2017 LTIP

All equity awards granted to the Named Executive Officers prior to 2021 are subject to the following terms.

Only Messrs. Sledge and Muñoz hold stock options under the 2017 LTIP. The stock options granted under the 2017 LTIP are fully vested. The vested and outstanding stock options awarded under the 2017 LTIP will remain outstanding and exercisable for 90 days following a Named Executive Officer's termination of service without "Cause" or due to his resignation for "Good Reason" and will remain outstanding and exercisable for 12 months following a Named Executive Officer's termination of service due to his death, "Disability" or "Retirement."

Pursuant to the 2017 LTIP, in the event of a termination of employment of a Named Executive Officer due to his death, Disability or Retirement, (i) all unvested RSUs that would have vested had the Named Executive Officer

continued his service during the 12 months following the termination will vest on such termination or resignation date, and (ii) with respect to any unvested PSUs, if such termination of employment occurs within one year prior to the last day of the applicable performance period, the Named Executive Officer's unvested PSUs will remain outstanding and eligible to vest at the end of the applicable performance period.

In the event of a termination of a Named Executive Officer by the Company without Cause upon or within one year following a "Change in Control," all unvested RSUs and PSUs will immediately vest based on performance as of the date of the Change in Control. In the event of a termination of employment of a Named Executive Officer for any other reason, all unvested RSUs and PSUs will be forfeited immediately upon the termination.

To receive the above described severance payments and benefits, the Named Executive Officers must execute a release of claims in favor of the Company and comply with the terms of certain restrictive covenants, including a one-year non-competition and two-year non-solicitation obligation as well as a perpetual confidentiality and non-disparagement obligations.

As used in the 2017 LTIP and the award agreements thereunder, "Cause" and "Disability" generally have the meanings set forth below. In addition, "Retirement" and "Change in Control" generally have the meanings set forth below.

"Cause" generally means the Named Executive Officer's:

- (i) willful failure to substantially perform his or her duties,
- (ii) willful failure to carry out, or comply with, in any material respect any lawful directive of our board of directors,
- (iii) commission at any time of any act or omission that results in, or may reasonably be expected to result in, a conviction, a plea of no contest, plea of nolo contendere, or imposition of unadjudicated probation for any felony or crime involving moral turpitude,
- (iv) unlawful use (including being under the influence) or possession of illegal drugs on the Company's premises or while performing his or her duties and responsibilities,
- (v) commission at any time of any act of fraud, embezzlement, misappropriation, misconduct, conversion of assets of the Company, or breach of fiduciary duty against the Company, or
- (vi) material breach of the employment agreement or any other agreement with the Company, subject to certain procedural requirements.

"Change of Control" generally means:

- (i) any transaction or series of transactions whereby any person, other than the Company, any of its subsidiaries or any Company benefit plan, acquires beneficial ownership of 30% or more of the total combined voting power of the Company's securities,
- (ii) the current members of the Board cease to constitute a majority of the Board for any reason,
- (iii) the consummation by the Company of a merger, consolidation, reorganization or business combination or a sale of all or substantially all of the Company's assets, unless:
 - (a) the Company controls the successor entity,
 - (b) no person owns 50% or more of the combined voting power of the successor entity, or
 - (c) the current members of the Board represent the majority of the successor entity's board, or
- (iv) the tenth day following the complete dissolution of the Company.

"Disability" generally means the Named Executive Officer's inability to engage in substantial gainful activity by reason of any medically determinable physical or mental impairment.

"Retirement" generally means the termination of the Named Executive Officer's employment following his attainment of both (i) age 60 and (ii) ten years of service with the Company or one of its affiliates.

Executive Compensation

2020 LTIP

All equity awards granted to the Named Executive Officers' during or following 2021 are subject to the following terms.

Pursuant to the 2020 LTIP, in the event of a termination of employment of a Named Executive Officer due to his or her death or "Disability," (i) all unvested RSUs that would have vested had the Named Executive Officer continued his or her service during the 12 months following the termination will vest on such termination or resignation date, and (ii) with respect to any unvested PSUs, if such termination of employment occurs within one year prior to the last day of the applicable performance period, the Named Executive Officer's unvested PSUs will remain outstanding and eligible to vest at the end of the applicable performance period.

In the event of a termination of a Named Executive Officer by the Company without "Cause" upon or within one year following a "Change in Control," all unvested RSUs and PSUs will immediately vest based on performance as of the date of the Change in Control. In the event of a termination of employment of a Named Executive Officer for any other reason, all unvested RSUs and PSUs will be forfeited immediately upon the termination.

In the event of a Change in Control, the performance period for all unvested PSUs will be deemed to have ended as of the date of the Change in Control and the PSUs for which the performance goal was obtained as of the date of the Change in Control will remain outstanding and eligible to vest at the end of the applicable performance period, subject to the Named Executive Officer's continued employment through such date.

To receive the above-described severance payments and benefits, the Named Executive Officers must execute a release of claims in favor of the Company and comply with the terms of certain restrictive covenants, including a one-year non-competition and two-year non-solicitation obligation as well as a perpetual confidentiality and non-disparagement obligations.

The 2020 LTIP further specifies that unless otherwise provided for in an award agreement, if any awards under the 2020 LTIP are not assumed or substituted by a successor entity in a Change in Control, then all outstanding awards will become fully vested as of the date of the Change in Control (for PSUs, based on the greater of (i) target and (ii) actual performance as of the date of the "Change in Control").

As used in the 2020 LTIP and the award agreements thereunder, "Cause," "Change in Control" and "Disability" generally have the meanings set forth below.

"Cause" has the meaning given to it under the Executive Severance Plan, described above under "— Executive Severance Plan."

"Change of Control" has the meaning given to it under the 2017 LTIP, described above under "— 2017 LTIP."

"Disability" has the meaning given to it under the Executive Severance Plan, described above under "— Executive Severance Plan."

Other Restrictive Covenants

On September 25, 2019, we entered into an employment agreement with Mr. Wilson (the "Wilson Employment Agreement"). However, Mr. Wilson executed a participation agreement as a Tier 3 Executive under the Executive Severance Plan on March 30, 2020 and subsequently on July 28, 2021 as a Tier 2 Executive, that superseded and replaced the Wilson Employment Agreement in all respects except with respect to the restrictive covenants set forth in the Wilson Employment Agreement, which survived the termination of the Wilson Employment Agreement. As a result, Mr. Wilson will still be subject to noncompetition and non-solicitation covenants through the first anniversary of his termination of employment. For more information regarding the terms of the Wilson Resignation Agreement please see the section of this proxy statement entitled "—Other Compensation Practices, Policies and Guidelines—Succession and Additional Agreements."

Quantification of Benefits on Termination

The table below quantifies the payments and benefits that would have been paid to our Named Executive Officers pursuant to the terms of the Executive Severance Plan and the equity award agreements in the event of certain terminations of employment with us, had such terminations occurred on December 31, 2022.

Name	Payments and Benefits	Termination without Cause or Resignation for Good Reason ⁽¹⁾ (\$)	Termination as a Result of Death, Disability ⁽²⁾ (\$)	Termination as a Result of Retirement ⁽³⁾ (\$)	Termination without Cause within One Year Following a Change in Control ⁽⁴⁾ (\$)	Resignation for Good Reason within One Year Following a Change in Control ⁽⁴⁾ (\$)
Samuel D. Sledge	Cash Severance ⁽⁵⁾	2,800,000	—	—	4,200,000	4,200,000
	Pro-Rata Bonus ⁽⁶⁾	—	700,000	—	700,000	700,000
	COBRA Subsidy ⁽⁷⁾	12,678	—	—	27,430	27,430
	RSU and PSU Acceleration ⁽⁸⁾	—	759,727	134,893	1,732,298	—
	Total	2,812,678	1,459,727	134,893	6,659,728	4,927,430
David S. Schorlemer	Cash Severance ⁽⁵⁾	1,287,900	—	—	1,717,200	1,717,200
	Pro-Rata Bonus ⁽⁶⁾	—	381,600	—	381,600	381,600
	COBRA Subsidy ⁽⁷⁾	8,452	—	—	18,287	18,287
	RSU and PSU Acceleration ⁽⁸⁾	—	412,477	94,056	877,250	—
	Total	1,296,352	794,077	94,056	2,994,337	2,117,087
Adam Muñoz	Cash Severance ⁽⁵⁾	1,650,000	—	—	2,200,000	2,200,000
	Pro-Rata Bonus ⁽⁶⁾	—	550,000	—	550,000	550,000
	COBRA Subsidy ⁽⁷⁾	8,452	—	—	18,287	18,287
	RSU and PSU Acceleration ⁽⁸⁾	—	612,940	162,187	1,271,403	—
	Total	1,658,452	1,162,940	162,187	4,039,690	2,768,287

- (1) Amounts in this column reflect payments made upon termination by the Company without "Cause" or by the Named Executive Officer for "Good Reason." Such quoted terms are as defined in the Executive Severance Plan, as described above.
- (2) Amounts in this column reflect payments made upon termination as a result of the Named Executive Officer's death or "Disability." "Disability" is as defined in the Executive Severance Plan for the pro-rata bonus payable upon such termination of employment and is as defined in the applicable award agreements for the equity award acceleration, each as described above.
- (3) Amounts in this column reflect payments made upon termination as a result of the Named Executive Officer's "Retirement" (as defined in the applicable award agreements and described above).
- (4) Amounts in this column reflect payments made upon termination by the Company without Cause or by the Named Executive Officer for Good Reason, in each case, within 12 months following a "Change in Control." As described above under "— 2017 LTIP" and under "— 2020 LTIP," RSUs and PSUs granted under the 2017 LTIP and the 2020 LTIP are accelerated in connection with a Named Executive Officer's termination without Cause within 12 months following a Change in Control but are not accelerated in connection with a Named Executive Officer's resignation for Good Reason, whether or not such resignation follows a Change in Control.
- (5) Pursuant to the Executive Severance Plan, upon termination of employment by the Company without Cause or by the Named Executive Officer for Good Reason, each Named Executive Officer will receive either 2.0 (for Mr. Sledge) or 1.5 (for Messrs. Schorlemer and Muñoz) times the sum of his annual base salary and the target amount of his annual bonus for the year in which the termination occurs, payable in a lump sum following the termination of employment.
- (6) Pursuant to the terms of the Executive Severance Plan, upon a termination of employment by the Company without Cause or by the Named Executive Officer for Good Reason, in each case, within one year following a Change in Control, or upon a termination of employment due to the Named Executive Officer's death or Disability, each Named Executive Officer will receive a pro-rata bonus, based upon the number of days each such Named Executive Officer was employed by the Company during the applicable calendar year and achievement of target performance. The target bonuses payable to the Named Executive Officers are included in the table because the Named Executive Officers would have been employed for the full year if their termination occurred on December 31, 2022.
- (7) Pursuant to the terms of the Executive Severance Plan, upon termination of employment by the Company without Cause or by the Named Executive Officer for Good Reason, the Company will reimburse each of the Named Executive

Executive Compensation

Officers for the difference between the cost of the COBRA premiums and the cost for similarly-situated employees to effect such coverage under the Company's group health plans for up to 18 months for Mr. Sledge and up to 12 months for Messrs. Schorlemer and Muñoz following such termination. Upon termination of employment by the Company without Cause or by the Named Executive Officer for Good Reason, in each case, within 12 months following a Change in Control, the Company will reimburse each of the Named Executive Officers for the full amount of the COBRA premiums for up to 18 months for Mr. Sledge and up to 12 months for Messrs. Schorlemer and Muñoz. The COBRA reimbursement amount is based on the premiums in effect on December 31, 2022 and each applicable Named Executive Officer's elections in place on such date, which are assumed for purposes of this table to remain the same throughout the period for which the COBRA reimbursement would be available.

- (8) For the RSUs, these amounts are calculated by multiplying the number of RSUs that would have become vested upon the applicable event by \$10.37 the closing price of our common stock on December 30, 2022. For the PSUs, actual performance is used and, as of December 31, 2022, the actual performance was at 0% for the PSUs granted in 2021 and 2022. As a result, no value for the PSUs is reflected in the calculations. However, PSUs that vest as a result of a Named Executive Officer's death or Disability will vest based on actual performance as of the end of the applicable performance period, and, as a result, the amounts included reflect estimated payouts of such PSUs.

Gobe Resignation Agreement

In connection with Mr. Gobe's resignation from his position as Executive Chairman of the Board, he and the Company entered into the Gobe Resignation Agreement, which provided for the acceleration of his outstanding RSUs and the deemed fulfillment of the service requirement with respect to his outstanding PSUs. For more information regarding the terms of the Gobe Resignation Agreement please see the section of this proxy statement entitled "—Other Compensation Practices, Policies and Guidelines—Succession and Additional Agreements."

The table below quantifies the value of the payments and benefits received by Mr. Gobe pursuant to the Gobe Resignation Agreement.

Type of Benefit	Value of Benefit (\$)
RSUs Acceleration ⁽¹⁾	2,768,713
PSU Acceleration ⁽¹⁾	7,389,057
Attorney's Fees	3,484
Total	10,161,254

- (1) For the RSUs and PSUs, this amount is calculated by multiplying the number of RSUs that were vested and the PSUs for which the service requirement was waived on the Gobe Separation Date by \$13.93, the closing price of our common stock on the Gobe Separation Date. The number of PSUs used in such calculation reflects actual performance as of December 31, 2022, which was above threshold, but below target for the 2020 PSUs and below threshold for the 2021 PSUs such that target and threshold performance is are used for purposes of calculating the value of the 2020 PSUs and 2021 PSUs, respectively, in this table. However, Mr. Gobe's PSUs will vest based on actual performance as of the end of the applicable performance period, and, as a result, the amounts included reflect estimated payouts of such PSUs.

Wilson Resignation Agreement

In connection with Mr. Wilson's retirement and resignation from his position as General Counsel and Corporate Secretary of the Company, he and the Company entered into the Wilson Resignation Agreement, which provided for the acceleration of his outstanding RSUs and the deemed fulfillment of the service requirement with respect to his outstanding PSUs. For more information regarding the terms of the Wilson Resignation Agreement please see the section of this proxy statement entitled "—Other Compensation Practices, Policies and Guidelines—Succession and Additional Agreements."

The table below quantifies the value of the payments and benefits received by Mr. Wilson pursuant to the Wilson Resignation Agreement.

Type of Benefit	Value of Benefit (\$)
RSUs Acceleration ⁽¹⁾	779,295
PSU Acceleration ⁽¹⁾	526,817
Attorney's Fees	0
Total	1,306,112

- (1) For the RSUs and PSUs, this amount is calculated by multiplying the number of RSUs that were vested and the PSUs for which the service requirement was waived on the Wilson Separation Date by \$10.37, the closing price of our common stock on the last trading day immediately preceding the Wilson Separation Date. The number of PSUs used in such calculation reflects actual performance as of December 31, 2022, which was below threshold for all outstanding PSUs such that threshold performance is used for purposes of calculating the value the PSUs in this table. However, Mr. Wilson's PSUs will vest based on actual performance as of the end of the applicable performance period, and, as a result, the amounts included reflect estimated payouts of such PSUs.

Pay versus Performance

As required by Item 402(v) of Regulation S-K, the Company is providing the following information regarding the relationship between executive compensation and the Company's financial performance for each of the three years in the period ended December 31, 2022. In accordance with the applicable SEC rules, the adjustments described and quantified below were made to the values reported in the Summary Compensation Table for each applicable year to determine the "actual" compensation paid to our Principal Executive Officers ("PEOs") and the average "actual" compensation paid to our other Named Executive Officers ("NEOs").

The following table summarizes compensation values reported in the Summary Compensation Table for our PEO and the average for our other NEOs, as compared to "compensation actually paid" or "CAP" and the Company's financial performance for the years ended December 31, 2022, 2021, and 2020:

Year	Summary Compensation Table Total for First PEO ⁽¹⁾	Summary Compensation Table Total for Second PEO ^{(1) (2)}	Compensation Actually Paid to First PEO ^{(1) (2)}	Compensation Actually Paid to Second PEO ^{(1) (2)}	Average Summary Compensation Table Total for Non-PEO NEOs ^{(1) (2)}	Average Compensation Actually Paid to Non-PEO NEOs ⁽¹⁾	Value of Initial Fixed \$100 Investment Based On:		Net Income (Loss)	Adjusted EBITDA ⁽³⁾
							TSR	Peer Group TSR		
(a)	(b)	(b)	(c)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
2022	N/A	\$ 5,028,294	N/A	\$ 3,096,235	\$ 6,276,617	\$ 1,773,093	92.18	148.21	\$ 2,030,000	\$ 316,590,000
2021	\$ 6,862,469	\$ 3,164,649	\$ 5,192,291	\$ 2,999,764	\$ 2,463,661	\$ 2,133,954	72.00	73.63	\$ (54,185,000)	\$ 135,007,000
2020	\$ 5,095,728	N/A	\$ 7,962,437	N/A	\$ 2,129,704	\$ 370,329 ⁽⁴⁾	65.69	60.89	\$ (107,020,000)	\$ 141,463,000

- (1) The first and second PEOs reflected in columns (b) and (c) represent Phillip Gobe and Samuel Sledge, respectively. The non-PEO named executive officers reflected in column (d) and (e) represent the following individuals by year:
 2022 – Phillip Gobe, David Schorlemer, Adam Muñoz, and Newton W. Wilson III
 2021 – David Schorlemer, Adam Munoz, and Newton W. Wilson III
 2020 – Dale Redman, Darin G. Holderness, David Schorlemer, Jeffrey Smith, David Sledge, Adam Munoz, and Newton W. Wilson III
- (2) The Company deducted from and added to the Summary Compensation Table total compensation the following amounts to calculate compensation actually paid in accordance with Item 402(v) of Regulation S-K as disclosed in columns (c) and (e) for each PEO and Non-PEO NEOs in each respective year. As the Company's NEOs do not participate in any defined benefit plans, no adjustments were required to amounts reported in the Summary Compensation Table totals related to the value of benefits under such plans.

Executive Compensation

	2021	2020	
FIRST PEO SUMMARY COMPENSATION TABLE TOTALS	\$ 6,862,469	\$ 5,095,728	
Add (Subtract):			
Fair value of equity awards granted during the year from the Summary Compensation Table	(5,102,180)	(3,808,721)	
Fair value at year end of equity awards granted during the year	3,975,060	6,854,593	
Fair value of equity awards granted and vested during the year	—	—	
Change in fair value of equity awards granted in prior years that were unvested as of the end of the year	(520,978)	(74,712)	
Change in fair value of equity awards granted in prior years that vested during the year	(22,080)	(104,451)	
Equity awards granted in prior years that were forfeited during the year	—	—	
Dividends or other earnings paid on equity awards during the year	—	—	
Total Equity Award Related Adjustments	(1,670,178)	2,866,709	
COMPENSATION ACTUALLY PAID TOTALS	\$ 5,192,291	\$ 7,962,437	
	2022	2021	
SECOND PEO SUMMARY COMPENSATION TABLE TOTALS	\$ 5,028,294	\$ 3,164,649	
Add (Subtract):			
Fair value of equity awards granted during the year from the Summary Compensation Table	(3,258,631)	(2,216,599)	
Fair value at year end of equity awards granted during the year	1,799,633	2,053,439	
Fair value of equity awards granted and vested during the year	—	—	
Change in fair value of equity awards granted in prior years that were unvested as of the end of the year	(632,188)	(72,824)	
Change in fair value of equity awards granted in prior years that vested during the year	159,127	71,099	
Equity awards granted in prior years that were forfeited during the year	—	—	
Dividends or other earnings paid on equity awards during the year	—	—	
Total Equity Award Related Adjustments	(1,932,059)	(164,885)	
COMPENSATION ACTUALLY PAID TOTALS	\$ 3,096,235	\$ 2,999,764	
	2022	2021	2020
NON-PEO NEOS SUMMARY COMPENSATION TABLE TOTALS	\$ 6,276,617	\$ 2,463,661	\$ 2,129,704
Add (Subtract):			
Fair value of equity awards granted during the year from the Summary Compensation Table	(5,190,052)	(1,493,812)	(1,533,177)
Fair value at year end of equity awards granted during the year	623,931	1,191,410	641,894
Fair value of equity awards granted and vested during the year	104,198	—	—
Change in fair value of equity awards granted in prior years that were unvested as of the end of the year	(668,425)	(59,552)	(100,948)
Change in fair value of equity awards granted in prior years that vested during the year	626,824	32,247	(255,785)
Equity awards granted in prior years that were forfeited during the year	—	—	(808,505)
Dividends or other earnings paid on equity awards during the year	—	—	—
Fair value of modifications to options during the year	—	—	297,146
Total Equity Award Related Adjustments	(4,503,524)	(329,707)	(1,759,375)
AVERAGE COMPENSATION ACTUALLY PAID TOTALS	\$ 1,773,093	\$ 2,133,954	\$ 370,329

- (3) The Company defines EBITDA as earnings before (i) interest expense, (ii) income taxes, and (iii) depreciation and amortization. The Company defines Adjusted EBITDA as EBITDA, plus (a) loss/(gain) on disposal of assets, (b) loss/(gain) on extinguishment of debt, (c) stock-based compensation, and (d) other unusual or non-recurring (income)/expenses, such as impairment charges, severance, costs related to our IPO and costs related asset acquisition or one-time professional fees. For a more detailed definition of the non-GAAP financial measure of Adjusted EBITDA and reconciliation of Adjusted EBITDA to our most directly comparable financial measures calculated in accordance with GAAP, please read "How We Evaluate Our Operations" in our Form 10-K filed for the year ended December 31, 2022.

- (4) The CAP for non-PEO NEOs for fiscal year 2020 is significantly lower than fiscal years 2021 and 2022 due to Dale Redman, the Company's former Chief Executive Officer and an NEO for fiscal year 2020, forfeiting all outstanding and unvested equity awards in connection with his resignation on March 13, 2020. Pursuant to Item 402(v) of Regulation S-K, the fair value of such forfeited equity awards as of the end of the prior fiscal year is taken as a deduction in calculating CAP, which fair value was equal to \$5,278,134.

NARRATIVE DISCLOSURE TO PAY VERSUS PERFORMANCE TABLE

CAP and Company TSR

The PEOs' and other NEOs' CAP generally align with the Company's TSR over the three years presented in the table. This is primarily because a significant portion of the CAP to the PEOs and other NEOs is comprised of equity awards. The Company targets approximately 70% for the PEO and 65% for other NEOs of the value of total compensation to be comprised of equity-based awards, including RSUs and PSUs. For more detail regarding the Company's equity awards, please see "Compensation Discussion and Analysis—What Guides Our Program" in this proxy statement.

Company TSR vs. Peer Group TSR

The Company's cumulative TSR over the three year period was -7.82%, which underperformed the Peer Group TSR over the three period of 48.21%. Pursuant to Item 402(v) of Regulation S-K, the Company used the same peer group used for purposes of Item 201(e) of Regulation S-K, which is different than the peer group used for measuring performance of PSUs. The Company's PSUs vest based on the performance of the Company's TSR relative to the TSR of the companies in our performance peer group during three-year performance periods. For more information of the performance peer group used for PSUs please see "Compensation Discussion and Analysis—What Guides Our Program—Use of Peer Compensation Data" in this proxy statement.

CAP vs. Net Income

The Company's net income has steadily increased while the PEOs' and other NEOs' CAP has varied significantly each year. This is due to the emphasis the Company places on equity-based awards, which are sensitive to changes in the price of the Company's common stock. In addition, the Company does not use net income to determine compensation levels or equity-based award payouts.

CAP vs. Adjusted EBITDA (the Company-Selected Measure)

The Company's Adjusted EBITDA has steadily increased while the PEOs' and other NEOs' CAP has varied significantly each year. This is due to the emphasis the Company places on equity-based awards, which are sensitive to changes in the price of the Company's common stock. The Company uses Adjusted EBITDA as a performance metric for annual cash incentive awards granted under the Annual Bonus Plan. For fiscal year 2022, 50% of each NEO's annual cash incentive was based on the achievement of Adjusted EBITDA.

Tabular Disclosure of Most Important Measures to Determine FY2022 CAP

The measures listed below represent the most important financial performance measures that we used to determine CAP for fiscal year 2022. For more detail regarding these financial performance measures, please see "Compensation Discussion and Analysis—What Guides Our Program" in this proxy statement.

Most Important Financial Performance Measures
Adjusted EBITDA
Relative TSR
Free Cash Flow

Executive Compensation

CEO Pay Ratio

As of December 31, 2022, the Company employed approximately 1,683 people, all in the United States. Using a consistently applied compensation measure, we determined as of December 31, 2022 the total annual cash compensation of each of our employees (excluding our Chief Executive Officer), and then identified the “median employee” within our employee population.

To identify the median compensated employee, we used total annual cash compensation, including base salary, actual bonus paid and overtime and allowances, as applicable. Salaries were annualized for those full- and part-time employees who did not work for the full year. Reasonable estimates of cash compensation were made for those employees who were hired during 2022 using current base salary and target bonus amounts and any overtime or allowances paid during 2022. Once the median employee was identified, we determined his or her annual total compensation in accordance with Item 402(c)(2)(x) of Regulation S-K as required pursuant to SEC rules, which resulted in annual total compensation for the median employee equal to \$108,458 for 2022. This calculation is the same calculation used to determine total compensation for purposes of the 2022 Summary Compensation Table with respect to each of the Named Executive Officers.

Our Chief Executive Officer’s 2022 total compensation was \$5,028,294. Therefore, the ratio of our Chief Executive Officer’s compensation to the median employee’s compensation was approximately 46 to 1 for 2022.

Employee	2022 Annual Total Compensation (\$)	Estimated Pay Ratio
Chief Executive Officer	5,028,294	46:1
Median employee, other than our CEO	108,458	

SEC rules do not specify a single methodology for identification of the median employee, and other companies may use assumptions and methodologies that are different from those used by us in calculating their pay ratio. Accordingly, the pay ratio disclosed by other companies may not be comparable to the Company’s pay ratio as disclosed above. Neither the Compensation Committee nor management of the Company used the pay ratio measure in making compensation decisions.



Proposal 3—Approval of The Amended and Restated 2020 Long Term Incentive Plan

The use of equity-based awards under the 2020 LTIP has been a key component of our compensation program since its adoption in 2020. The ability to grant equity-based compensation awards is critical to attracting and retaining highly qualified individuals. The Board believes that it is in the best interest of our stockholders for those individuals to have an ownership interest in the Company in recognition of their present and potential contributions and to align their interests with those of our future stockholders.

The Board has determined that the current number of shares available for grant under the 2020 LTIP (which is our only active equity-based plan) is not sufficient to meet the objectives of our compensation program going forward. Accordingly, the Board has adopted, subject to shareholder approval, and proposes that our stockholders approve the Amended and Restated ProPetro Holding Corp. 2020 Long Term Incentive Plan ("Amended 2020 LTIP") in order to increase the number of shares of our common stock available for future grants by 3,400,000, from 4,650,000 to 8,050,000, as described below, and to extend the term of the plan to the tenth anniversary of the 2023 annual meeting.

At the 2023 annual meeting, our stockholders will be asked to approve the Amended 2020 LTIP. If approved by our stockholders, the Amended 2020 LTIP will be effective as of the date of the 2023 annual meeting. If the Amended 2020 LTIP is not approved by our stockholders, then the 2020 LTIP will remain in effect without any increase in the number of shares of our common stock available for future grants.

Background and Purpose of the Proposal

The 2020 LTIP authorizes awards to be granted covering up to 4,650,000 shares of our common stock, subject to the share recycling and adjustment provisions described below. As of March 20, 2023, there were approximately 2,136,881 shares of our common stock available for new awards under the 2020 LTIP (counting performance-based awards at the target payout level).

On March 27, 2023, subject to approval by our stockholders, the Board determined that it is in the Company's best interest to adopt the Amended 2020 LTIP to increase the number of shares of common stock available for issuance by 3,400,000, from 4,650,000 to 8,050,000. The number of shares authorized for issuance under the Amended 2020 LTIP is expected to provide flexibility to enable the continued use of stock-based compensation consistent with the objectives of our compensation program for approximately two to three years (based on our historical grant practices) while attempting to minimize dilution to our stockholders. The actual length of time that the Amended 2020 LTIP share pool will support our incentive compensation program will depend on numerous factors that cannot be fully anticipated by us at this time including our share price, executive retention rate, and changes in compensation practices of companies with which we compete for executive talent.

Of the 4,650,000 shares currently authorized for issuance under the 2020 LTIP, a total of 830,186 shares have been issued as of March 20, 2023 upon the settlement of RSUs. As of March 20, 2023, under the 2020 LTIP, a total of 1,734,270 shares remained subject to unsettled restricted stock units and 1,403,021 shares remained subject to unsettled PSUs (based on target performance). As of March 20, 2023, under the 2017 LTIP, a total of 9,070 shares remain subject to unsettled restricted stock units and a total of 361,998 shares remain subject to outstanding stock options with a weighted average remaining term of 2.25 years and a weighted average exercise price of \$14.00. No other equity awards are outstanding under the 2017 LTIP and 2020 LTIP as of such date. For additional information regarding stock-based awards previously granted by us under the 2017 LTIP and 2020 LTIP, please see Note 13 to our consolidated financial statements on Form 10-K for the year ended December 31, 2022. As of March 20, 2023, there were 115,170,545 shares of our common stock outstanding. The closing price per share of common stock on the New York Stock Exchange as of March 20, 2023 was \$7.38.

The proposed Amended 2020 LTIP is included as Appendix A hereto. If our stockholders approve this Proposal No. 3, we intend to file, pursuant to the Securities Act of 1933, as amended, a registration statement on Form S-8 to register the additional shares made available for delivery under the Amended 2020 LTIP.

Executive Compensation

Summary of the Amended 2020 LTIP

The following summary provides a general description of the material features of the Amended 2020 LTIP but is not a complete description of all provisions of the Amended 2020 LTIP and is qualified in its entirety by reference to the full text of the Amended 2020 LTIP included as Appendix A, which is incorporated by reference into this Proposal No. 3.

The purpose of the Amended 2020 LTIP is to attract, retain, and motivate qualified persons as employees, directors, and consultants of the Company and its affiliates. The Amended 2020 LTIP also provides a means through which such persons can acquire and maintain stock ownership or awards, the value of which is tied to the performance of the Company, thereby strengthening their concern for the Company and its affiliates.

The Amended 2020 LTIP provides for potential grants of: (i) incentive stock options qualified as such under U.S. federal income tax laws ("ISOs"), (ii) stock options that do not qualify as ISOs ("Nonstatutory Options," and together with ISOs, "Options"), (iii) stock appreciation rights ("SARs"), (iv) restricted stock awards ("Restricted Stock Awards"), (v) RSUs; (vi) awards of vested stock ("Stock Awards"), (vii) dividend equivalents, (viii) other stock-based or cash awards, and (ix) substitute awards ("Substitute Awards" and together with Options, SARs, Restricted Stock Awards, RSUs, Stock Awards, dividend equivalents and other stock-based or cash awards, the "Awards").

Key features of the Amended 2020 LTIP include:

- No automatic Award grants are promised to any eligible individual;
- Shares (i) withheld or surrendered in payment of the exercise or purchase price or taxes related to an Option or SAR or (ii) repurchased on the open market with the proceeds from the exercise price of an Option, in each case, granted under the Amended 2020 LTIP, will not be available for new Awards under the Amended 2020 LTIP,
- Shares (i) withheld or surrendered in payment of the exercise or purchase price related to a stock option or stock appreciation right that is an Existing Award (as defined below), (ii) repurchased on the open market with the proceeds from the exercise price of a stock option that is an Existing Award, or (iii) withheld or surrendered to satisfy a tax withholding obligation with respect to any Existing Award, will not be available for new Awards under the Amended 2020 LTIP,
- Awards assumed by a successor in connection with a change in control will not vest solely as a result of the change in control,
- No Section 280G gross-ups,
- No evergreen for the share reserve,
- Ten year term,
- Except as permitted in the grant of Substitute Awards, no discounted options or related Awards may be granted,
- No repricing, replacement, or re-granting of Options, SARS or other stock awards without shareholder approval if the effect would be to reduce the exercise price of the Award (except in the event of certain equitable adjustments or a change in control, as further described below),
- Any Award (or portion thereof) granted under the Amended 2020 LTIP will vest no earlier than the first anniversary of the date the Award is granted (subject to an exception equal to no more than 5% of the shares reserved for issuance under the Amended 2020 LTIP),
- Awards are subject to potential reduction, cancellation or forfeiture pursuant to any claw-back policy adopted by the Company,
- Awards are generally non-transferrable,
- Meaningful annual limits on total director compensation, and
- Dividends and dividend equivalents are subject to restrictions and risk of forfeiture to the same extent as the Award with respect to which such dividends or dividend equivalents are accrued and will not be paid unless and until such Award has vested.

Eligibility to Participate

Employees, non-employee directors, and other service providers of the Company and its affiliates are eligible to receive awards under the Amended 2020 LTIP. Eligible individuals to whom an Award is granted under the Amended 2020 LTIP are referred to as “Participants.” As of March 20, 2023, the Company and its affiliates have approximately 4 executive officers, 9 non-employee directors, 2,052 employees (other than the 4 executive officers), and approximately 30 other service providers who will be eligible to participate in the Amended 2020 LTIP. The Company engages consultants from time to time who could be eligible for awards and the number of employees employed by the Company and its affiliates varies over time, hence these numbers may change during the life of the Amended 2020 LTIP.

Securities to be Offered

Subject to adjustment, in the event of any distribution, recapitalization, stock split, merger, consolidation or other corporate event, the aggregate number of shares of our common stock that may be issued pursuant to Awards under the Amended 2020 LTIP is equal to 8,060,000, and all such shares will be available for issuance upon the exercise of ISOs. The number of shares that may be issued pursuant to the Amended 2020 LTIP is also subject to the share recycling and adjustment provisions described below.

Of the 4,650,000 shares currently authorized for issuance under the 2020 LTIP, a total of 830,186 shares have been issued as of March 20, 2023 upon the settlement of RSUs. As of March 20, 2023, under the 2020 LTIP, a total of 1,734,270 shares remained subject to unsettled RSUs and 1,403,021 shares remained subject to unsettled PSUs. No other equity awards are outstanding under the 2020 LTIP as of such date.

Consistent with the 2020 LTIP, if all or any portion of an Award, including an award granted under the 2017 LTIP that is outstanding as of October 22, 2020 (an “2017 Plan Award”), expires or is cancelled, forfeited, exchanged, settled for cash or otherwise terminated without the actual delivery of shares, any shares subject to such Award or 2017 Plan Award will again be available for new Awards under the Amended 2020 LTIP. As of March 20, 2023, there were 371,068 2017 Plan Awards outstanding and thus a maximum of 371,068 shares of our common stock could become available for new Awards under the 2020 LTIP as a result of 2017 Plan Awards in addition to the 8,060,000 shares reserved under the Amended 2020 LTIP in the unlikely event that all 2017 Plan Awards outstanding as of March 20, 2023 are cancelled, forfeited, exchanged, settled for cash, or otherwise terminated without delivery of shares.

Any shares withheld or surrendered in payment of any taxes relating to Awards granted under the Amended 2020 LTIP (other than Options or SARs) will be again available for new Awards under the Amended 2020 LTIP. However, any shares (i) withheld or surrendered in payment of the exercise or purchase price or taxes related to an Option or SAR or (ii) repurchased on the open market with the proceeds from the exercise price of an Option, in each case, granted under the Amended 2020 LTIP, will not be available for new Awards under the Amended 2020 LTIP. Further, shares (x) withheld or surrendered in payment of the exercise or purchase price related to a stock option or stock appreciation right that is an Existing Award, (y) repurchased on the open market with the proceeds from the exercise price of a stock option that is an Existing Award, or (z) withheld or surrendered to satisfy a tax withholding obligation with respect to any Existing Award, will not be available for new Awards under the Amended 2020 LTIP.

Director Compensation Limits

Under the Amended 2020 LTIP, in a single calendar year, a non-employee director may not be paid compensation, whether denominated in cash or Awards, for such individual’s service on the Board in excess of \$500,000. Additional cash amounts or Awards may be paid for any calendar year in which a non-employee director (i) first joins the Board, (ii) serves on a special committee of the Board, or (iii) serves as lead director or non-executive Chairman of the Board. The limit on non-employee director compensation described above does not apply to compensation paid for any period in which the individual served as our employee or an employee of our affiliates or was otherwise providing services to us or our affiliates other than in the capacity as a director.

Administration

The Board (or a committee of two or more directors appointed by the Board) will administer the Amended 2020 LTIP (as applicable, the “Administrator”). Subject to the terms of the Amended 2020 LTIP and applicable law, the Administrator has broad authority to select Participants to receive awards, determine the types of awards and terms and conditions of awards and interpret provisions of the Amended 2020 LTIP. Subject to applicable law, the Administrator is also authorized to interpret the Amended 2020 LTIP, to establish, amend and rescind any rules and regulations relating to the Amended 2020 LTIP, to delegate duties under the Amended 2020 LTIP, to terminate, modify

Executive Compensation

or amend the Amended 2020 LTIP (except for certain amendments that require stockholder approval as described below), and to make any other determinations that it deems necessary or desirable for the administration of the Amended 2020 LTIP. The Administrator may correct any defect, supply any omission or reconcile any inconsistency in the Amended 2020 LTIP in the manner and to the extent the Administrator deems necessary or desirable.

Source of Shares

Shares of our common stock issued under the Amended 2020 LTIP may come from authorized but unissued shares, from treasury stock held by the Company or from previously issued shares of our common stock reacquired by the Company, including shares purchased on the open market.

Prohibition on Repricing

Except as may be related to Substitute Awards or in the event of certain equitable adjustments or a change in control, as described in the Amended 2020 LTIP, without the approval of the stockholders of the Company, the terms of outstanding Awards may not be amended to (i) reduce the exercise price or grant price of an outstanding Option or SAR, (ii) grant a new Option, SAR or other Award in substitution for, or upon the cancellation of, any previously granted Option or SAR that has the effect of reducing the exercise price or grant price, (iii) exchange any Option or SAR for Stock, cash or other consideration when the exercise price or grant price per share of stock under such Option or SAR exceeds the fair market value of a share of our common stock, or (iv) take any other action that would be considered a "repricing" of an Option or SAR under the applicable listing standards of the national securities exchange on which our common stock is listed.

Awards Under the Amended 2020 LTIP

Options

An Option represents a right to purchase our common stock at a fixed exercise price. The Company may grant Options to eligible persons including: (i) ISOs which comply with the requirements of Section 422 of the Code; and (ii) Nonstatutory Options. The exercise price of each Option granted under the Amended 2020 LTIP will be stated in the option agreement and may vary; however, the exercise price for an Option must not be less than the fair market value per share of our common stock as of the date of grant (or 110% of the fair market value for certain ISOs). Options may be exercised as the Administrator determines, but not later than ten years from the date of grant. The Administrator determines the methods and form of payment for the exercise price of an Option (including, in the discretion of the Administrator, payment in shares of our common stock, other Awards or other property) and the methods and forms in which our common stock will be delivered to a Participant.

SARs

A SAR is the right to receive an amount equal to the excess of the fair market value of one share of our common stock on the date of exercise over the grant price of the SAR, payable in either cash or shares of our common stock or any combination thereof as determined by the Administrator. The grant price of a share of our common stock subject to the SAR will be determined by the Administrator, but in no event will that grant price be less than the fair market value of a share of our common stock on the date of grant. The Administrator has the discretion to determine the other terms and conditions of a SAR award.

Restricted Stock Awards

A Restricted Stock Award is a grant of shares of our common stock subject to a risk of forfeiture, performance conditions, restrictions on transferability and any other restrictions imposed by the Administrator in its discretion. Restrictions may lapse at such times and under such circumstances as determined by the Administrator. Except as otherwise provided under the terms of an Award Agreement, the holder of a Restricted Stock Award will generally have rights as a stockholder, including the right to vote the common stock subject to the Restricted Stock Award and to receive dividends on the common stock subject to the Restricted Stock Award during the restriction period (subject to limitations on payment of dividends on unvested Awards, as described below). Common stock distributed in connection with a stock split or stock dividend, and other property (other than cash) distributed as a dividend, will be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock Award with respect to which such common stock or other property has been distributed. In addition, any cash dividends will be subject to restrictions and risk of forfeiture to the same extent as the Restricted Stock with respect to which such dividends were paid and will not be paid unless and until such Restricted Stock has vested and been earned.

RSUs

RSUs are rights to receive our common stock, cash, or a combination of both equal in value to the number of shares of our common stock covered by the RSUs at the end of a specified period or upon the occurrence of a

specified event. The Administrator will subject RSUs to restrictions to be specified in the Award Agreement, and those restrictions may lapse at such times or upon such conditions determined by the Administrator.

Stock Awards

The Administrator is authorized to grant vested common stock as a Stock Award as a bonus, as additional compensation, or in lieu of cash compensation the individual is otherwise entitled to receive.

Dividend Equivalents

Dividend equivalents entitle a Participant to receive cash, shares of our common stock, other Awards, or other property equal in value to dividends or other distributions paid with respect to a specified number of shares of our common stock. Dividend equivalents must be awarded in connection with another Award (other than a Restricted Stock Award or Stock Award). The terms and conditions applicable to dividend equivalents will be determined by the Administrator and set forth in an Award Agreement, provided, however, that dividend equivalents will be subject to restrictions and a risk of forfeiture to the same extent as the Award with respect to which such dividends accrue and will not be paid unless and until such Award has vested and been earned.

Other Stock-Based or Cash Awards

Other stock-based Awards are awards denominated in or payable in, valued in whole or in part by reference to, or otherwise based on or related to, the value of our common stock. Cash awards may be granted on a free-standing basis, as an element of or a supplement to, or in lieu of any other Award.

Substitute Awards

The Company may grant Awards in substitution for any other Award granted under the Amended 2020 LTIP or another plan of the Company or its affiliates or any other right of a person to receive payment from the Company or its affiliates. Awards may also be granted in substitution for awards held by individuals who become eligible individuals as a result of certain business transactions, in which case, (i) subject to applicable stock exchange requirements, shares of our common stock subject to such Awards will not be added to or subtracted from the number of shares of our common stock authorized to be granted under the Amended 2020 LTIP and (ii) any Options or SARs so granted may have an exercise price per share that is less than the fair market value of a share of our common stock on the date of substitution if the substitution complies with the requirements of Section 409A of the Code and the guidance and regulations promulgated thereunder and other applicable laws.

Other Provisions

Dividends and Dividend Equivalents

Dividends and dividend equivalents are subject to restrictions and risk of forfeiture to the same extent as the Award with respect to which such dividends or dividend equivalents are accrued and will not be paid unless and until such Award has vested.

Recapitalization

In the event of any “equity restructuring” event (such as a stock dividend, stock split, reverse stock split, or similar event) with respect to our common stock, the Administrator will equitably adjust (i) the aggregate number or kind of shares that may be delivered under the Amended 2020 LTIP, (ii) the number or kind of shares or amount of cash subject to an Award, (iii) the terms and conditions of Awards, including the purchase price or exercise price of Awards and performance goals, and (iv) the applicable share-based limitations with respect to Awards provided in the Amended 2020 LTIP, in each case, to equitably reflect such event.

Change in Control

The Amended 2020 LTIP does not provide for the automatic acceleration of vesting of outstanding awards upon a change in control event solely with respect to the occurrence of the change in control unless the successor company fails to assume or replace the awards in connection with that change in control event. If the successor company does assume the awards, unless the individual award agreement provides otherwise, then vesting of the award will be accelerated in the event of an involuntary termination that occurs in connection with or 12 months following the change in control.

Tax Withholding

The Company and any of its affiliates have the right to withhold, or require payment of, the amount of any applicable taxes due or potentially payable upon exercise, award, or lapse of restrictions of an Award. The Administrator will determine, in its sole discretion, the form of payment acceptable for such tax withholding obligations, including the delivery of cash or cash equivalents, our common stock (including previously owned shares, net settlement, a broker-assisted sale, or other cashless withholding or reduction of the amount of shares otherwise issuable or delivered pursuant to the Award), other property, or any other legal consideration the Administrator deems appropriate.

Executive Compensation

Limitations on Transfer of Awards

Participants may not assign, alienate, pledge, attach, sell, or otherwise transfer or encumber any Award, other than a Stock Award. Options and SARs may only be exercised by a Participant during that Participant's lifetime or by the person to whom the Participant's rights pass by will or the laws of descent and distribution. Notwithstanding these restrictions, to the extent specifically provided by the Administrator, a Participant may assign or transfer, without consideration, an Award, other than an ISO, on such terms and conditions as the Administrator may from time to time establish; however, no Award (other than a Stock Award, which is a fully vested share of our common stock) may be transferred to a third-party financial institution for value.

All shares of our common stock subject to an Award and evidenced by a stock certificate may contain a legend restricting the transferability of the shares pursuant to the terms of the Amended 2020 LTIP, which can be removed once the restrictions have terminated, lapsed or been satisfied. If shares are issued in book entry form, a notation to the same restrictive effect will be placed on the transfer agent's books in connection with such shares.

Claw-back

All Awards under the Amended 2020 LTIP will be subject to any claw-back policy adopted by the Company, as in effect from time to time.

Plan Amendment and Termination

The Administrator may amend or terminate any Award or Award Agreement or amend the Amended 2020 LTIP at any time and the Board may amend or terminate the Amended 2020 LTIP at any time; however, stockholder approval will be required for any amendment to the extent necessary to comply with applicable law or exchange listing standards. As discussed in more detail above, the Administrator does not have the authority, without the approval of stockholders to amend any outstanding Option or SAR to reduce its exercise price per share or take any other action that would be considered a repricing under the applicable exchange listing standards. Without the consent of an affected Participant, no action by the Administrator or the Board to amend or terminate any Award, Award Agreement or the Amended 2020 LTIP, as applicable, may materially and adversely affect the rights of such Participant under any previously granted and outstanding Award.

Term of the Amended 2020 LTIP

If our stockholders approve this proposal, the Amended 2020 LTIP will become effective as of the date of the 2023 annual meeting. Unless earlier terminated by action of the Board, the Amended 2020 LTIP will terminate on the tenth anniversary of the 2023 annual meeting. Awards granted before the termination date of the Amended 2020 LTIP will continue to be effective according to their terms and conditions.

Federal Income Tax Consequences

The following discussion is for general information only and is intended to briefly summarize the United States federal income tax consequences to Participants arising from participation in the Amended 2020 LTIP. This description is based on current law, which is subject to change (possibly retroactively). The tax treatment of a Participant in the Amended 2020 LTIP may vary depending on his or her particular situation and may, therefore, be subject to special rules not discussed below. No attempt has been made to discuss any potential foreign, state, or local tax consequences. In addition, Nonstatutory Options and SARs with an exercise price less than the fair market value of shares of our common stock on the date of grant (which may only be granted in limited circumstances in connection with a transaction), SARs payable in cash, RSUs, and certain other Awards that may be granted pursuant to the Amended 2020 LTIP, could be subject to additional taxes unless they are designed to comply with certain restrictions set forth in Section 409A of the Code and guidance promulgated thereunder.

Tax Consequences to Participants

Options and SARs

Participants will not realize taxable income upon the grant of an Option or SAR. Upon the exercise of a Nonstatutory Option or an SAR, a Participant will recognize ordinary compensation income (subject to the Company's withholding obligations if an employee) in an amount equal to the excess of (i) the amount of cash and the fair market value of the common stock received, over (ii) the exercise price of the Award. A Participant will generally have a tax basis in any shares of common stock received pursuant to the exercise of a Nonstatutory Option or SAR that equals the fair market value of such shares on the date of exercise. Subject to the discussion under "Tax Consequences to the Company" below, the Company will be entitled to a deduction for federal income tax purposes that corresponds as to timing and amount with the compensation income recognized by a Participant under the foregoing rules. When a Participant sells the common stock acquired as a result of the exercise of a Nonstatutory Option or SAR, any appreciation (or depreciation) in the value of the common stock after the exercise date is treated as long- or short-term capital gain (or

loss) for federal income tax purposes, depending on the holding period. The common stock must be held for more than 12 months to qualify for long-term capital gain treatment.

Participants eligible to receive an ISO will not recognize taxable income on the grant of an ISO. Upon the exercise of an ISO, a Participant will not recognize taxable income, although the excess of the fair market value of the shares of common stock received upon exercise of the ISO ("ISO Stock") over the exercise price will increase the alternative minimum taxable income of the Participant, which may cause such Participant to incur alternative minimum tax. The payment of any alternative minimum tax attributable to the exercise of an ISO would be allowed as a credit against the Participant's regular tax liability in a later year to the extent the Participant's regular tax liability is in excess of the alternative minimum tax for that year.

Upon the disposition of ISO Stock that has been held for the required holding period (generally, at least two years from the date of grant and one year from the date of exercise of the ISO), a Participant will generally recognize capital gain (or loss) equal to the excess (or shortfall) of the amount received in the disposition over the exercise price paid by the Participant for the ISO Stock. However, if a Participant disposes of ISO Stock that has not been held for the requisite holding period (a "Disqualifying Disposition"), the Participant will recognize ordinary compensation income in the year of the Disqualifying Disposition in an amount equal to the amount by which the fair market value of the ISO Stock at the time of exercise of the ISO (or, if less, the amount realized in the case of an arm's length disposition to an unrelated party) exceeds the exercise price paid by the Participant for such ISO Stock. A Participant would also recognize capital gain to the extent the amount realized in the Disqualifying Disposition exceeds the fair market value of the ISO Stock on the exercise date. If the exercise price paid for the ISO Stock exceeds the amount realized (in the case of an arm's-length disposition to an unrelated party), such excess would ordinarily constitute a capital loss.

The Company will generally not be entitled to any federal income tax deduction upon the grant or exercise of an ISO, unless a Participant makes a Disqualifying Disposition of the ISO Stock. If a Participant makes a Disqualifying Disposition, the Company will then, subject to the discussion below under "Tax Consequences to the Company," be entitled to a tax deduction that corresponds as to timing and amount with the compensation income recognized by a Participant under the rules described in the preceding paragraph.

Under current rulings, if a Participant transfers previously held shares of our common stock (other than ISO Stock that has not been held for the requisite holding period) in satisfaction of part or all of the exercise price of an Option, whether a Nonstatutory Option or an ISO, no additional gain will be recognized on the transfer of such previously held shares in satisfaction of the Nonstatutory Option or ISO exercise price (although a Participant would still recognize ordinary compensation income upon exercise of a Nonstatutory Option in the manner described above). Moreover, that number of shares of common stock received upon exercise which equals the number of shares of previously held common stock surrendered in satisfaction of the Nonstatutory Option or ISO exercise price will have a tax basis that equals, and a capital gains holding period that includes, the tax basis and capital gains holding period of the previously held shares of common stock surrendered in satisfaction of the Nonstatutory Option or ISO exercise price. Any additional shares of common stock received upon exercise will have a tax basis that equals the amount of cash (if any) paid by the Participant, plus the amount of compensation income recognized by the Participant under the rules described above.

The Amended 2020 LTIP generally prohibits the transfer of Awards, but the Amended 2020 LTIP allows the Administrator to permit the transfer of Awards (other than ISOs) in limited circumstances, in its discretion. For income and gift tax purposes, certain transfers of Nonstatutory Options should generally be treated as completed gifts, subject to gift taxation.

The IRS has not provided formal guidance on the income tax consequences of a transfer of Nonstatutory Options (other than in the context of divorce) or SARs. However, the IRS has informally indicated that after a transfer of stock options (other than in the context of divorce pursuant to a domestic relations order), the transferor will recognize income, which will be subject to withholding, and employment or payroll taxes will be collectible at the time the transferee exercises the stock options. If a Nonstatutory Option is transferred pursuant to a domestic relations order, the transferee will recognize ordinary income upon exercise by the transferee, which will be subject to withholding, and employment or payroll taxes (attributable to and reported with respect to the transferor) will be collectible from the transferee at such time.

In addition, if a Participant transfers a vested Nonstatutory Option to another person and retains no interest in or power over it, the transfer is treated as a completed gift. The amount of the transferor's gift (or generation-skipping transfer, if the gift is to a grandchild or later generation) equals the value of the Nonstatutory Option at the time of the gift. The value of the Nonstatutory Option may be affected by several factors, including the difference between the

Executive Compensation

exercise price and the fair market value of the stock, the potential for future appreciation or depreciation of the stock, the time period of the Nonstatutory Option and the illiquidity of the Nonstatutory Option. The transferor will be subject to a federal gift tax, which will be limited by (i) the annual exclusion of \$17,000 per donee (for 2023, subject to adjustment in future years), (ii) the transferor's lifetime unified credit, or (iii) the marital or charitable deductions. The gifted Nonstatutory Option will not be included in the Participant's gross estate for purposes of the federal estate tax or the generation-skipping transfer tax.

This favorable tax treatment for vested Nonstatutory Options has not been extended to unvested Nonstatutory Options. Whether such consequences apply to unvested Nonstatutory Options or to SARs is uncertain and the gift tax implications of such a transfer is a risk the transferor will bear upon such a disposition.

Restricted Stock Awards; RSUs; Stock Awards; Other Stock-Based or Cash Awards

A Participant will recognize ordinary compensation income upon receipt of cash pursuant to a cash award or, if earlier, at the time the cash is otherwise made available for the Participant to draw upon. Individuals will not have taxable income at the time of grant of an RSU, but rather, will generally recognize ordinary compensation income at the time he or she receives cash or a share of our common stock in settlement of the RSU, as applicable, in an amount equal to the cash or the fair market value of the common stock received.

A recipient of a Restricted Stock Award or Stock Award generally will be subject to tax at ordinary income tax rates on the fair market value of the common stock when it is received, reduced by any amount paid by the recipient; however, if the common stock is not transferable and is subject to a substantial risk of forfeiture when received, a Participant will recognize ordinary compensation income in an amount equal to the fair market value of the common stock (i) when the common stock first becomes transferable and is no longer subject to a substantial risk of forfeiture, in cases where a Participant does not make a valid election under Section 83(b) of the Code, or (ii) when the Award is received, in cases where a Participant makes a valid election under Section 83(b) of the Code. If a Section 83(b) election is made and the shares are subsequently forfeited, the recipient will not be allowed to take a deduction for the value of the forfeited shares. If a Section 83(b) election has not been made, any dividends received with respect to a Restricted Stock Award that is subject at that time to a risk of forfeiture or restrictions on transfer generally will be treated as compensation that is taxable as ordinary income to the recipient; otherwise the dividends will be treated as dividends.

A Participant who is an employee will be subject to withholding for federal, and generally for state and local, income taxes at the time he or she recognizes income under the rules described above. The tax basis in the common stock received by a Participant will equal the amount recognized by the Participant as compensation income under the rules described in the preceding paragraph, and the Participant's capital gains holding period in those shares will commence on the later of the date the shares are received or the restrictions lapse. Subject to the discussion below under "Tax Consequences to the Company," the Company will be entitled to a deduction for federal income tax purposes that corresponds as to timing and amount with the compensation income recognized by a Participant under the foregoing rules.

Tax Consequences to the Company

Reasonable Compensation

In order for the amounts described above to be deductible by the Company (or its subsidiary), such amounts must constitute reasonable compensation for services rendered or to be rendered and must be ordinary and necessary business expenses.

Golden Parachute Payments

Our ability (or the ability of one of our subsidiaries) to obtain a deduction for future payments under the Amended 2020 LTIP could also be limited by the golden parachute rules of Section 280G, which prevent the deductibility of certain excess parachute payments made in connection with a change in control of an employer-corporation.

Compensation of Covered Employees

The ability of the Company (or its subsidiary) to obtain a deduction for amounts paid under the Amended 2020 LTIP could be limited by Section 162(m). Section 162(m) limits the Company's ability to deduct compensation, for federal income tax purposes, paid during any year to a "covered employee" (within the meaning of Section 162(m)) in excess of \$1,000,000.

New Plan Benefits

The future awards, if any, that will be made to eligible persons under the Amended 2020 LTIP are subject to the discretion of the Administrator, and therefore, the benefits or number of shares subject to awards that may be granted in the future to our executive officers, employees and directors is not currently determinable. Therefore, a New Plan Benefits Table is not provided.

Equity Compensation Plan Information

The table below sets forth information regarding awards outstanding under the 2017 LTIP and the 2020 LTIP, as of December 31, 2022:

Plan Category	Number of Securities to Be Issued Upon Exercise of Outstanding Options, Warrants and Rights ⁽¹⁾ (#) (a)	Weighted Average Exercise Price of Outstanding Options, Warrants and Rights (\$) (b)	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a)) ⁽²⁾ (\$) (c)
Equity compensation plans approved by security holders	3,513,102	14.00	2,250,869
Equity compensation plans not approved by security holders	—	—	—
Total	3,513,102	14.00	2,250,869

(1) Includes 488,076 option awards, 135,334 RSU awards and 808,638 PSU awards (assuming achievement of target payout of 100%) granted under the 2017 LTIP; and 1,132,821 RSU awards and 948,233 PSU awards (assuming achievement of target payout of 100%) granted under the 2020 LTIP. The weighted average exercise price in column (b) does not take the RSU awards or PSU awards into account.

(2) This column reflects the number of awards that remain available for future issuance pursuant to the 2020 LTIP as of December 31, 2022. No further awards may be granted under the 2017 LTIP.

Consequences of Failing to Approve the Proposal

The Amended 2020 LTIP will not be implemented unless approved by our stockholders. If the Amended 2020 LTIP is not approved by the Stockholders, the 2020 LTIP will remain in effect, and the Company will continue to grant awards under the 2020 LTIP until the share reserve under the 2020 LTIP is exhausted or the term of the 2020 LTIP expires. Once the remaining share reserve is exhausted, the Company may elect to provide compensation through other means, such as cash-settled awards or other cash compensation, to assure that the Company and its affiliates can attract and retain qualified personnel.

VOTE REQUIRED

The affirmative "FOR" vote of the holders of a majority of the shares represented at the meeting (in person or by proxy) and entitled to vote is required to approve this Proposal No. 3. Brokers do not have discretion to vote on this proposal without your instruction. If you do not instruct your broker how to vote on this proposal, your broker will deliver a non-vote on this proposal. Abstentions and broker non-votes will have no effect on Proposal No. 3.



The Board of Directors unanimously recommends a vote **FOR** the approval of the Amended 2020 LTIP.

AUDIT MATTERS



Proposal 4—Ratification of Appointment of Independent Registered Public Accounting Firm

The Audit Committee has selected RSM US LLP, independent registered public accounting firm, to audit our consolidated financial statements for the fiscal year ending December 31, 2023. We are asking the stockholders to ratify the appointment of RSM US LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2023. RSM US LLP was appointed by the Audit Committee in accordance with its charter.

In the event stockholders fail to ratify the appointment, the Audit Committee may reconsider this appointment. Even if the appointment is ratified, the Audit Committee, in its discretion, may direct the appointment of a different independent accounting firm at any time during the year if the Audit Committee determines that such a change would be in our and our stockholders' best interests.

It is expected that one or more representatives of RSM US LLP will be available to participate in the 2023 annual meeting and will be given the opportunity to make a statement if they so desire. It also is expected that the representative(s) will be available to respond to appropriate questions from the stockholders. Representatives of Deloitte & Touche LLP, our independent registered public accounting firm for the year ended December 31, 2022, will not be present at the annual meeting and will not have an opportunity to make a statement, if they desire to do so, or to respond to appropriate questions from the stockholders.

Change in Independent Registered Public Accounting Firm

On February 24, 2023, the Audit Committee dismissed Deloitte & Touche LLP as our independent registered public accounting firm. Deloitte & Touche LLP served as our independent registered public accounting firm since 2013.

During our two most recent fiscal years ended December 31, 2022 and December 31, 2021 and during the subsequent interim period from January 1, 2023 through February 24, 2023, (i) there were no disagreements with Deloitte & Touche LLP on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedures that, if not resolved to Deloitte & Touche LLP's satisfaction, would have caused Deloitte & Touche LLP to make reference to the subject matter of the disagreement in connection with its reports and (ii) there were no "reportable events" as defined in Item 304(a)(1)(v) of Regulation S-K.

The audit reports of Deloitte & Touche LLP on our consolidated financial statements for each of the two most recent fiscal years ended December 31, 2022 and December 31, 2021 did not contain an adverse opinion or a disclaimer of opinion and were not qualified or modified as to uncertainty, audit scope or accounting principles.

On February 24, 2023, the Audit Committee approved the engagement and appointment of RSM US LLP, independent registered public accounting firm, to audit our consolidated financial statements for the fiscal year ending December 31, 2023.

During our two most recent fiscal years ended December 31, 2022 and December 31, 2021, and for the subsequent interim period through February 24, 2023, neither the Company nor anyone on its behalf consulted RSM US LLP regarding (i) the application of accounting principles to a specified transaction, either completed or proposed, or the type of audit opinion that might be rendered on the consolidated financial statements of the Company, in connection with which either a written report or oral advice was provided to the Company that RSM US LLP concluded was an important factor considered by the Company in reaching a decision as to the accounting, auditing or financial reporting issue; or (ii) any matter that was either the subject of a disagreement as defined in Item 304(a)(1)(iv) of Regulation S-K or a reportable event as described in Item 304(a)(1)(v) of Regulation S-K.

VOTE REQUIRED

The approval of the ratification of the appointment of RSM US LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2023 requires the affirmative vote of the holders of a majority of the shares represented at the meeting (in person or by proxy) and entitled to vote. As a result, abstentions will have the same effect as votes "AGAINST" this proposal. We do not expect any broker non-votes in connection with this proposal.



The Board of Directors unanimously recommends a vote **FOR** the ratification of the appointment of RSM US LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2023.

Audit Matters

Auditor Fees for Fiscal Years 2022 and 2021

The following table sets forth the fees incurred by us in fiscal years 2022 and 2021 for services performed by Deloitte & Touche LLP:

	Year Ended December 31,	
	2022 (\$)	2021 (\$)
Deloitte Fees		
Audit fees ⁽¹⁾	1,871,069	2,363,746
All other fees ⁽²⁾	96,337	195,758
Total fees	1,967,406	2,559,504

(1) Audit fees include fees billed for professional services rendered for the audit of our annual consolidated financial statements, the audit of our system of internal control over financial reporting, the review of interim consolidated financial statements included in our quarterly reports, consents and comfort letters provided in connection with the filing of registration statements, other related services that are normally provided in connection with statutory and regulatory filings, and related out-of-pocket expenses.

(2) All other fees consisted principally of fees for tax compliance and tax advice.

Policy on Audit Committee Pre-Approval of Audit and Non-Audit Services of Independent Registered Public Accounting Firm

The charter of the Audit Committee and its pre-approval policy require that the Audit Committee review and pre-approve the Company's independent registered public accounting firm's audit fees, audit-related fees, tax fees and fees for other services. The Chairman of the Audit Committee has the authority to grant pre-approvals that are within the pre-approval policy and are presented to the Audit Committee at a subsequent meeting. For the year ended December 31, 2022, the Audit Committee approved 100% of the services described above under the captions "Audit Fees" and "All Other Fees".

Report of the Audit Committee

The Audit Committee assists our Board in overseeing:

- (i) the integrity of our consolidated financial statements,
- (ii) our compliance with legal and regulatory requirements,
- (iii) the independent auditor's qualifications and independence,
- (iv) the performance of our independent auditor, and
- (v) the design and implementation of the Company's internal audit function and the performance of the internal audit function after it has been established.

In so doing, it is the responsibility of the Audit Committee to maintain free and open communication between the directors, the independent auditor and our financial management. The Audit Committee is directly responsible for the appointment, compensation, retention and oversight of the work of the independent auditor for the purpose of preparing or issuing an audit report or performing other audit, review or attest services for us. The independent auditor reports directly to the Audit Committee.

Management is responsible for the:

- preparation, presentation and integrity of our consolidated financial statements,
- accounting and financial reporting principles,
- internal control over financial reporting, and
- procedures designed to ensure compliance with accounting standards, applicable laws and regulations.

Management is also responsible for objectively reviewing and evaluating the adequacy, effectiveness, and quality of our system of internal control over financial reporting. Our independent auditor is responsible for performing an independent audit of the consolidated financial statements.

The Audit Committee's responsibility is to monitor and oversee these processes and the engagement, independence and performance of our independent auditor. The Audit Committee relies, without independent verification, on the information provided to it and on the representations made by management and the independent auditor.

The Audit Committee met with Deloitte & Touche LLP, our independent auditor for the fiscal year ended December 31, 2022, and discussed the overall scope and plans for their audit and matters required to be discussed with audit committees under generally accepted auditing standards, including, among other things, matters related to the conduct of the audit of our consolidated financial statements and the matters required to be discussed by the statement on Auditing Standards No. 1301, as adopted by the Public Company Accounting Oversight Board.

Deloitte & Touche LLP also provided to the Audit Committee the written disclosures and the letter required by applicable standards of the Public Company Accounting Oversight Board regarding the independent auditor's communications with the Audit Committee concerning independence, and the Audit Committee discussed Deloitte & Touche LLP's independence with Deloitte & Touche LLP. When considering the independence of Deloitte & Touche LLP, the Audit Committee considered the non-audit services provided to the Company by the independent auditor and concluded that such services are compatible with maintaining the auditor's independence.

The Audit Committee has reviewed and discussed our audited consolidated financial statements for the fiscal year ended December 31, 2022 with management and Deloitte & Touche LLP. Based on the Audit Committee's review of the audited consolidated financial statements and the meetings and discussions with management and Deloitte & Touche LLP, and subject to the limitations on the Audit Committee's role and responsibilities referred to above and in the Audit Committee Charter, the Audit Committee recommended to our Board that our audited consolidated financial statements be included in our Annual Report on Form 10-K as filed with the SEC.

The Audit Committee of the Board of Directors



**ANTHONY J.
BEST**

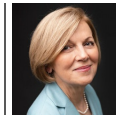
Chair



**ALAN E.
DOUGLAS**



**G. LARRY
LAWRENCE**



**MARY P.
RICCIARDELLO**

STOCK OWNERSHIP INFORMATION

Security Ownership of Certain Beneficial Owners and Management

PRINCIPAL STOCKHOLDERS

The following table presents certain information as of March 20, 2023, based on 115,170,545 shares of common stock outstanding as of such date, as to:

- each stockholder known by us to be the beneficial owner of more than five percent of our outstanding shares of common stock,
- each director and director nominee,
- each Named Executive Officer, and
- all current directors and executive officers as a group.

Unless otherwise indicated, the address for each beneficial owners in this table is c/o ProPetro Holding Corp., 1706 S. Midkiff, Midland, Texas 79701.

Name and Address of Beneficial Owner	Number of Shares Beneficially Owned	Percentage Beneficially Owned
5% Stockholders		
Pioneer Natural Resources Company ⁽¹⁾ 5205 N. O'Connor Blvd., Suite 200 Irving, Texas 75039-3746	16,600,000	14.4%
BlackRock, Inc. ⁽²⁾ 55 East 52nd Street New York, New York 10055	20,294,884	17.6%
The Vanguard Group ⁽³⁾ 100 Vanguard Boulevard Malvern, Pennsylvania 19355	12,111,403	10.5%
SCS Spur Holdco, LLC ⁽⁴⁾ 1111 Bagby Street, Suite 4600 Houston, Texas 77002	10,077,168	8.7%

Name of Beneficial Owner	Number of Shares Beneficially Owned ⁽⁵⁾⁽⁶⁾	Percentage Beneficially Owned
Directors		
Phillip A. Gobe ⁽⁷⁾	278,629	*
Samuel D. Sledge	119,657	*
Spencer D. Armour III	78,036	*
Mark S. Berg	12,274	*
Anthony J. Best	71,884	*
Michele Vion	61,094	*
Alan E. Douglas	78,036	*
G. Larry Lawrence	38,913	*
Jack B. Moore	78,036	*
Mary P. Ricciardello	3,629	*
Named Executive Officers		
David S. Schorlemer	65,788	*
Adam Muñoz	118,692	*
John J. Mitchell	5,741	*
Newton W. "Trey" Wilson III ⁽⁸⁾	500	*
All Directors and Executive Officers as a Group (14 Persons)	1,010,909	*

* Less than 1%.

- (1) Based on a Schedule 13D filed on January 7, 2019. Represents shares of our common stock beneficially owned by Pioneer. The shares of our common stock are directly owned by Pioneer Natural Resources Pumping Services LLC, a wholly owned subsidiary of Pioneer Natural Resources USA, Inc., which is a wholly owned subsidiary of Pioneer.
- (2) Based on a Schedule 13G/A filed on January 23, 2023. Represents shares of our common stock held by BlackRock, Inc. and certain of its affiliates, referred to collectively as BlackRock. BlackRock has sole voting power over 19,415,883 shares and sole dispositive power over 20,294,884 shares.
- (3) Based on a Schedule 13G/A filed on February 9, 2023. Represents (i) 0 shares over which The Vanguard Group has sole voting power (ii) 185,849 shares over which The Vanguard Group has shared voting power, (iii) 11,848,005 over which The Vanguard Group has sole dispositive power, and (iv) 263,398 over which The Vanguard Group has shared dispositive power.
- (4) The shares of our common stock are directly owned by New SCS Spur Holdco, LLC ("Spur Holdco"). Spur Holdco is a wholly owned subsidiary of SCS Spur, LLC ("SCS Spur"). Lime Rock Partners VIII, L.P. is the general partner of LR-Permian Wireline Holdings, L.P., which owns a majority of the equity interests of SCS Spur and has the ability to control voting and investment decisions by SCS Spur. LRP GP VIII, Inc. is the general partner of Lime Rock Partners GP VIII, L.P., which is the general partner of Lime Rock Partners VIII, L.P. LRP GP VIII, Inc. is managed by its board of directors, consisting of John Reynolds, Jonathan Farber and J. McLane. As a result of these relationships, each of the foregoing entities and individuals may be deemed to share beneficial ownership of the securities held directly by Spur Holdco, however, each of Messrs. Reynolds, Farber and McLane disclaim any such beneficial ownership. Represents (i) 0 shares over which Spur Holdco has sole voting power (ii) 10,077,168 shares over which Spur Holdco has shared voting power, (iii) 0 shares over which Spur Holdco has sole dispositive power, and (iv) 10,077,168 shares over which Spur Holdco has shared dispositive power.
- (5) Includes the following number of shares of common stock that are issuable upon the exercise of options that are currently exercisable or exercisable within 60 days: Mr. Sledge (21,750 shares) and Mr. Munoz (48,938 shares).
- (6) Includes the following number of shares of common stock that are issuable upon the vesting of RSUs that are eligible to vest within 60 days: Mr. Gobe (10,137 shares), Mr. Armour (10,137 shares), Mr. Best (10,137 shares), Ms. Vion (10,137 shares), Mr. Douglas (10,137 shares), Mr. Lawrence (10,137 shares), Mr. Moore (10,137 shares), Ms. Ricciardello (3,629 shares) and Mr. Mitchell (1,542 shares).
- (7) Mr. Gobe retired from the position of Executive Chairman of the Board, effective March 31, 2022, but continues to serve as Chairman of the Board.
- (8) Mr. Wilson retired from the Company and resigned as General Counsel and Corporate Secretary, effective December 31, 2022.

ADDITIONAL INFORMATION

Information about the Annual Meeting and Voting

Our Board of Directors is soliciting proxies for the 2023 annual meeting of stockholders, and at any continuations, adjournments or postponements of the meeting, to be held:

 When	 Where	 Record Date	 Date of Distribution
May 11, 2023 10:00 a.m. Central Time	2518 FM 307 Midland, Texas 79706	March 20, 2023	This proxy statement and our 2022 Annual Report on Form 10-K will be mailed on or about March 30, 2023

This proxy statement contains important information for you to consider when deciding how to vote on the matters brought before the meeting. Please read it carefully.

IMPORTANT NOTICE REGARDING THE AVAILABILITY OF PROXY MATERIALS FOR THE STOCKHOLDER MEETING TO BE HELD ON MAY 11, 2023

This proxy statement and our 2022 Annual Report on Form 10-K to stockholders are each available at <http://www.viewproxy.com/propetro/2023>

Who can attend and vote at the meeting?





The Board set March 20, 2023 as the record date for the meeting. You can attend and vote at the meeting if you were a holder of our common stock at the close of business on the record date, March 20, 2023, or if you are a holder of a valid proxy for the meeting.

How do I attend the meeting?

To attend the annual meeting in person, you must call our Director of Corporate Development and Investor Relations at (432) 848-0871 no later than 5:00 p.m. Central Time on May 10, 2023 to have your name placed on the attendance list. In order to be admitted into the meeting, your name must appear on the attendance list and you must present government-issued photo identification (such as a driver's license or passport). If your bank or broker holds your shares in street name, you will also be required to present proof of beneficial ownership of our common stock on the record date, such as the Internet Notice you received from your bank or broker, or a bank or brokerage statement or a letter from your bank or broker showing that you owned shares of our common stock at the close of business on the record date. In addition, if your bank or broker holds your shares in street name, you must obtain legal proxy from your broker, bank or other nominee and present it to the inspector of election with your ballot at the meeting.

What proposals will be voted on at the meeting and how does the Board recommend that I vote?

Five proposals are scheduled to be voted upon at the meeting. At the meeting we will ask stockholders to:







Proposals	Board Recommendation	Page Reference
1 Elect the nine directors named in this proxy statement as members of the Board to serve until our 2024 annual meeting of stockholders	 FOR each nominee	5
2 Approve, on an advisory basis, our named executive officers' compensation (Say-on-Pay)	 FOR	23
3 Approval of the Amended and Restated 2020 Long Term Incentive Plan	 FOR	61
4 Ratify the appointment of RSM US LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2023	 FOR	70

Why did I receive a Notice of Internet Availability of Proxy Materials?

As permitted by the rules of the SEC, we are making this proxy statement and our 2022 annual report to stockholders available electronically via the Internet. On or about March 30, 2023, we mailed to our stockholders a Notice of Internet Availability of Proxy Materials (the "Internet Notice") containing instructions on how to access this proxy statement and our 2022 annual report. If you received an Internet Notice by mail, you will not receive a printed copy of the proxy materials in the mail unless you specifically request them. Instead, the Internet Notice instructs you on how to access and review all of the important information contained in the proxy statement and 2022 annual report. The Internet Notice also instructs you on how you may submit your proxy over the Internet. If you received an Internet Notice by mail and would like to receive a printed copy of our proxy materials, you should follow the instructions for requesting such materials contained on the Internet Notice.

How do I cast my vote?

Even if you plan to attend the annual meeting in person, we recommend that stockholders vote by proxy to ensure your vote is represented in the event you later decide not to attend, as well as to speed the tabulation of votes. Have your proxy card, Internet Notice or voting instruction form in hand and follow the instructions.

	 INTERNET	 TELEPHONE	 MOBILE DEVICE	 MAIL	 AT THE MEETING
REGISTERED HOLDERS	www.AALVote.com/PUMP , 24/7	Call 1 (866) 804-9616 (toll-free), 24/7	Scan the QR code 	Sign, date and mail the proxy card, which you may have received by mail, using the postage-paid envelope provided	Attend the annual meeting and cast your ballot
BENEFICIAL OWNERS (HOLDERS IN STREET NAME)	Follow the instructions provided by your broker, bank or other nominee			Return a properly executed voting instruction form by mail, depending upon the method(s) your broker, bank or other nominee makes available	To attend the annual meeting, you will need proof of ownership and a legal proxy from your broker, bank or other nominee
DEADLINE	11:59 p.m. Eastern Time on May 10, 2023, if you are a registered holder			If you are a beneficial owner, please refer to the information provided by your broker, bank or other nominee	

In the event that you submit a proxy but do not indicate any voting instructions, your shares will be voted as recommended by the Board on all matters, and in the discretion of the proxy holders as to any other matters that may properly come before the meeting or any continuation, postponement or adjournment of the meeting. We do not know of any other business to be considered at the meeting other than the proposals noted herein.

Additional Information

If your shares are registered in the name of a broker, bank or other nominee (typically referred to as being held in “street name”), you will receive instructions from your broker, bank or other nominee that must be followed in order for your broker, bank or other nominee to vote your shares per your instructions. Many brokerage firms and banks have a process for their beneficial holders to provide instructions via the Internet or over the telephone. If Internet or telephone voting is unavailable from your broker, bank or other nominee, please complete and return the voting instruction card in the addressed, postage paid envelope provided by your broker, bank or other nominee.

In the event you do not provide instructions on how to vote, your broker may have authority to vote your shares. Under the rules that govern brokers who are voting with respect to shares that are held in street name, brokers have the discretion to vote such shares on “routine” matters, but not on non-routine matters. The only “routine” matter to be voted upon at the meeting is the ratification of the appointment of independent auditors.

Your vote is especially important. If your shares are held by a broker, your broker cannot vote your shares for the election of directors, the non-binding advisory vote on our executive officer compensation or the approval of the Amended and Restated LTIP unless you provide voting instructions. Therefore, **please instruct your broker regarding how to vote your shares on these matters promptly.** See “Vote Required” following each proposal for further information.

If you hold shares through a broker, bank or other nominee and wish to be able to vote during the meeting, you must obtain a legal proxy from your broker, bank or other nominee and present such legal proxy to the inspector of election with your ballot at the meeting if attending in person. You may only vote during the meeting by emailing a copy of your legal proxy to investors@propetroservices.com in advance of the meeting.

Can I revoke or change my proxy?

Yes. You may revoke or change a previously delivered proxy at any time before the meeting by delivering another proxy with a later date, by voting again via the Internet or by telephone, or by delivering written notice of revocation of your proxy to our General Counsel and Corporate Secretary at our principal executive offices before the beginning of the meeting. You may also revoke your proxy by attending the meeting in person and voting during the meeting, although attendance at the meeting will not, in and of itself, revoke a valid proxy that was previously delivered. If you hold shares through a broker, bank or other nominee, you must contact that nominee to revoke any prior voting instructions. You also may revoke any prior voting instructions by voting in person during the meeting if you obtain a legal proxy as described above.

Can I ask questions before or during the annual meeting?

Stockholders who wish to submit a question in advance may do so at investors@propetroservices.com. Stockholders also may submit questions live during the annual meeting. The Company is committed to transparency. All questions received before or during the annual meeting, and the Company’s responses, will be posted to our Investor Relations website at <https://ir.propetroservices.com/> promptly after the annual meeting. Personal details may be omitted for data protection purposes. If we receive substantially similar questions, we may group these questions together and provide a single response to avoid repetition.

Who pays the costs of solicitation?

We will pay the costs of soliciting proxies from stockholders. Our directors, officers and regular employees may solicit proxies on behalf of us, without additional compensation, personally or by telephone. We will also request that brokers, nominees, custodians and other fiduciaries forward soliciting materials to the beneficial owners of shares held by such brokers, nominees, custodians and other fiduciaries. We will reimburse such persons for their reasonable expenses in connection therewith.

Who will count the vote?

The inspector of election will count the vote. Alliance Advisors will act as the inspector of election.

What is a “quorum”?

A quorum is the number of shares that must be present to hold the meeting. The quorum requirement for the meeting is a majority of the outstanding shares as of the record date, present in person or represented by proxy. Your shares will be counted for purposes of determining if there is a quorum if you are present in person and vote during the meeting; or have voted on the Internet, by telephone or by properly submitting a proxy card or voting instruction card by mail.

Votes withheld, abstentions and, for “routine matters” broker non-votes (discussed below) are counted as present and entitled to vote for purposes of determining a quorum.

What happens if there is not a quorum at the meeting?

Pursuant to our bylaws, the meeting may be adjourned by a majority of the shares represented at the meeting to reconvene at the same or some other place. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjournment shall be given to each stockholder of record entitled to vote at the meeting. If the adjournment is for less than 30 days, no additional notice will be delivered.

What is an abstention and how will votes withheld and abstentions be treated?

A “vote withheld,” in the case of the proposal regarding the election of directors, or an “abstention,” in the case of the proposals regarding the advisory approval of our named executive officers’ compensation, the approval of the Amended and Restated LTIP and the ratification of the appointment of our independent registered public accounting firm represent a stockholder’s affirmative choice to decline to vote on a proposal. Votes withheld have no effect on the election of directors. Abstentions have the effect of a vote “AGAINST” in the case of the ratification of the appointment of our independent registered public accounting firm.

What are broker non-votes and how will they be treated?

Generally, broker non-votes occur when shares held by a broker in “street name” for a beneficial owner are not voted with respect to a particular proposal because the broker (1) has not received voting instructions from the beneficial owner and (2) lacks discretionary voting power to vote those shares. A broker is entitled to vote shares held for a beneficial owner on “routine” matters, such as the ratification of the appointment of our independent registered public accounting firm, without instructions from the beneficial owner of those shares. On the other hand, absent instructions from the beneficial owner of such shares, a broker is not entitled to vote shares held for a beneficial owner on non-routine matters, such as the election of directors, the advisory approval of our named executive officers’ compensation and the approval of the Amended and Restated LTIP. Broker non-votes will have no effect on the election of directors, the advisory approval of our named executive officers’ compensation or approval of the Amended and Restated LTIP.

Additional Information

What vote is required to approve each item?

The following table sets forth the voting requirement with respect to each of the proposals:

Proposal	Vote Requirement	Effect of Abstentions	Effect of Broker Non-Votes
1 Election of Directors	The plurality of the votes cast. This means that the nine nominees receiving the highest number of affirmative “ FOR ” votes will be elected as directors.	No effect	No effect
2 Say-on-Pay	The affirmative “ FOR ” vote of the holders of a majority of the shares represented at the meeting (in person or by proxy) and entitled to vote.	No effect	No effect
3 Amended and Restated Long-Term Incentive Plan	The affirmative “ FOR ” vote of the holders of a majority of the shares represented at the meeting (in person or by proxy) and entitled to vote.	No effect	No effect
4 Ratification of the Appointment of Our Independent Auditor	The affirmative “ FOR ” vote of the holders of a majority of the shares represented at the meeting (in person or by proxy) and entitled to vote.	The effect of a vote “ AGAINST ”	A broker is entitled to vote shares held for a beneficial owner on “routine” matters, without instructions from the beneficial owner of those shares

What does it mean if I get more than one Internet Notice or more than one set of proxy materials?

Your shares are probably registered in more than one account. Please vote all of your shares. To ensure that all of your shares are voted, for each Internet Notice or set of proxy materials, please submit your proxy by phone, via the Internet, or, if you received printed copies of the proxy materials, by signing, dating and returning the enclosed proxy card in the enclosed envelope.

How many votes can I cast?

On all matters you are entitled to one vote per share of common stock that you held as of the record date.

Where can I find the voting results of the meeting?

The preliminary voting results will be announced at our annual meeting. The final results will be published in a current report on Form 8-K to be filed by us with the SEC within four business days of our annual meeting.

Information about Stockholder Proposals

If you want to present a proposal of business or nominate persons for election to the Board at the 2024 annual meeting of stockholders or nominate a person for election to the Board at such meeting, you must give us written notice no later than the close of business on February 9, 2024 and no earlier than the opening of business on January 12, 2024, and follow the procedures outlined in our Bylaws. You may request a copy of the provisions of the Bylaws governing the requirements for notice at the below address. If the date of the 2024 annual meeting of stockholders is more than 30 days before or more than 60 days after May 11, 2024, the one year anniversary of the 2023 annual meeting of stockholders, your notice of a proposal will be timely if we receive it no earlier than the opening of business on the 120th day before the actual date of such meeting and no later than the later of:

- (i) the close of business on the 90th day before the actual date of such meeting, and
- (ii) the close of business on the tenth day following the date on which a written statement setting forth the date of such meeting was mailed to the stockholders or the date on which it is first disclosed to the public.

SEC rules permit management to vote proxies in its discretion in certain cases if a stockholder does not comply with this deadline and, in certain other cases notwithstanding a stockholder's compliance with this deadline.

If you wish to submit a proposal to be considered for inclusion in next year's proxy statement pursuant to Rule 14a-8 of the Exchange Act, you must submit the proposal so that it is received by November 29, 2023. If the date of the 2024 annual meeting of stockholders is more than 30 days from May 11, 2024, the one-year anniversary date of the 2023 annual meeting of stockholders, a notice will be timely if we receive it a reasonable time before we begin to print and send our proxy materials for such meeting.

In each case, your notice should be sent in writing to:



ProPetro Holding Corp.
Attention: General Counsel and Corporate Secretary
P.O. Box 873
Midland, Texas 79702

Annual Report on Form 10-K

A copy of our Annual Report on Form 10-K for the year ended December 31, 2022, including financial statements and schedules thereto but not including exhibits, as filed with the SEC, will be sent to any stockholder of record on March 20, 2023 without charge by contacting:



INVESTOR RELATIONS
(432) 844-0871



ProPetro Holding Corp.
Attention: General Counsel and Corporate Secretary
P.O. Box 873
Midland, Texas 79702

A reasonable fee will be charged for copies of exhibits. You may also access our Annual Report on Form 10-K for the year ended December 31, 2022 and our other filings with the SEC at www.propetroservices.com.

Additional Information

Other Matters

The persons designated to vote shares covered by our Board's proxies intend to exercise their judgment in voting such shares on other matters that may properly come before the meeting. Management does not expect that any matters other than those referred to in this proxy statement will be presented for action at the meeting.

By Order of the Board of Directors,

A handwritten signature in black ink, appearing to read "John J. Mitchell".

John J. Mitchell
General Counsel and Corporate Secretary

Midland, Texas
March 30, 2023

AMENDED AND RESTATED PROPETRO HOLDING CORP. 2020 LONG TERM INCENTIVE PLAN

1. **Purpose.** The purpose of the Amended and Restated ProPetro Holding Corp. 2020 Long Term Incentive Plan (the “**Plan**”) is to provide a means through which (a) ProPetro Holding Corp., a Delaware corporation (the “**Company**”), and the Affiliates may attract, retain and motivate qualified persons as employees, directors and consultants, thereby enhancing the profitable growth of the Company and the Affiliates and (b) persons upon whom the responsibilities of the successful administration and management of the Company and the Affiliates rest, and whose present and potential contributions to the Company and the Affiliates are of importance, can acquire and maintain stock ownership or awards the value of which is tied to the performance of the Company, thereby strengthening their concern for the Company and the Affiliates. Accordingly, the Plan provides for the grant of Options, SARs, Restricted Stock, Restricted Stock Units, Stock Awards, Dividend Equivalents, Other Stock-Based Awards, Cash Awards, Substitute Awards, or any combination of the foregoing, as determined by the Committee in its sole discretion.
2. **Definitions.** For purposes of the Plan, the following terms shall be defined as set forth below:
 - (a) “**Affiliate**” means any corporation, partnership, limited liability company, limited liability partnership, association, trust or other organization that, directly or indirectly, controls, is controlled by, or is under common control with, the Company. For purposes of the preceding sentence, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any entity or organization, shall mean the possession, directly or indirectly, of the power (i) to vote more than 50% of the securities having ordinary voting power for the election of directors of the controlled entity or organization or (ii) to direct or cause the direction of the management and policies of the controlled entity or organization, whether through the ownership of voting securities, by contract, or otherwise.
 - (b) “**ASC Topic 718**” means the Financial Accounting Standards Board Accounting Standards Codification Topic 718, *Compensation—Stock Compensation*, as amended or any successor accounting standard.
 - (c) “**Award**” means any Option, SAR, Restricted Stock, Restricted Stock Unit, Stock Award, Dividend Equivalent, Other Stock-Based Award, Cash Award, or Substitute Award, together with any other right or interest, granted under the Plan.
 - (d) “**Award Agreement**” means any written instrument (including any employment, severance or change in control agreement) that sets forth the terms, conditions, restrictions and/or limitations applicable to an Award, in addition to those set forth under the Plan.
 - (e) “**Board**” means the Board of Directors of the Company.
 - (f) “**Cash Award**” means an Award denominated in cash granted under Section 6(i).
 - (g) “**Change in Control**” means, except as otherwise provided in an Award Agreement, each of the following:
 - (i) A transaction or series of transactions (other than an offering of Stock to the general public through a registration statement filed with the SEC) whereby any Person directly or indirectly acquires beneficial ownership (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act) of securities of the Company possessing more than 30% of the total combined voting power of the Company’s securities outstanding immediately after such acquisition; provided, however, that the following acquisitions shall not constitute a Change in Control:
 - (A) any acquisition by the Company or any of its Subsidiaries;
 - (B) any acquisition by an employee benefit plan maintained by the Company or any of its Subsidiaries;
 - (C) any acquisition which complies with Sections 2(g)(iii)(A), 2(g)(iii)(B), and 2(g)(iii)(C); or
 - (D) in respect of an Award held by a particular Participant, any acquisition by the Participant or any group of Persons including the Participant (or any entity controlled by the Participant or any group of Persons including the Participant); or
 - (ii) The Incumbent Directors cease for any reason to constitute a majority of the Board;

- (iii) The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination, (y) a sale or other disposition of all or substantially all of the Company's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:
 - (A) which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the Person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such Person, the "**Successor Entity**") at least a majority of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction, and
 - (B) after which no Person beneficially owns voting securities representing 50% or more of the combined voting power of the Successor Entity; provided, however, that no Person shall be treated for purposes of this Section 2(g)(iii) as beneficially owning 50% or more of the combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction; and
 - (C) after which at least a majority of the members of the board of directors (or the analogous governing body) of the Successor Entity were Board members at the time of the Board's approval of the execution of the initial agreement providing for such transaction; or
- (iv) The date which is 10 business days prior to the completion of a liquidation or dissolution of the Company.

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

The Board shall have full and final authority, which shall be exercised in its sole discretion, to determine conclusively whether a Change in Control has occurred pursuant to the above definition, the date of the occurrence of such Change in Control and any incidental matters relating thereto; provided that any exercise of authority in conjunction with a determination of whether a Change in Control is a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5) shall be consistent with such regulation.

- (h) "**Code**" means the Internal Revenue Code of 1986, as amended from time to time, including the guidance and regulations promulgated thereunder and successor provisions, guidance and regulations thereto.
- (i) "**Committee**" means a committee of two or more directors designated by the Board to administer the Plan; provided, however, that, unless otherwise determined by the Board, the Committee shall consist solely of two or more Qualified Members.
- (j) "**Dividend Equivalent**" means a right, granted to an Eligible Person under Section 6(g), to receive cash, Stock, other Awards or other property equal in value to dividends paid with respect to a specified number of shares of Stock.
- (k) "**Effective Date**" means May 11, 2023.
- (l) "**Eligible Person**" means any individual who, as of the date of grant of an Award, is an officer or employee of the Company or of any Affiliate, and any other person who provides services to the Company or any Affiliate, including directors of the Company; provided, however, that, any such individual must be an "employee" of the Company or any of its parents or subsidiaries within the meaning of General Instruction A.1(a) to Form S-8 if such individual is granted an Award that may be settled in Stock. An employee on leave of absence may be an Eligible Person.
- (m) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended from time to time, including the guidance, rules and regulations promulgated thereunder and successor provisions, guidance, rules and regulations thereto.

- (n) **"Fair Market Value"** of a share of Stock means, as of any specified date, (i) if the Stock is listed on a national securities exchange, the closing sales price of the Stock, as reported on the stock exchange composite tape on that date (or if no sales occur on such date, on the last preceding date on which such sales of the Stock are so reported); (ii) if the Stock is not traded on a national securities exchange but is traded over the counter on such date, the average between the reported high and low bid and asked prices of Stock on the most recent date on which Stock was publicly traded on or preceding the specified date; or (iii) in the event Stock is not publicly traded at the time a determination of its value is required to be made under the Plan, the amount determined by the Committee in its discretion in such manner as it deems appropriate, taking into account all factors the Committee deems appropriate, including the Nonqualified Deferred Compensation Rules. Notwithstanding this definition of Fair Market Value, with respect to one or more Award types, or for any other purpose for which the Committee must determine the Fair Market Value under the Plan, the Committee may elect to choose a different measurement date or methodology for determining Fair Market Value so long as the determination is consistent with the Nonqualified Deferred Compensation Rules and all other applicable laws and regulations.
- (o) **"Incumbent Directors"** shall mean for any period of 12 consecutive months, individuals who, at the beginning of such period, constitute the Board together with any new members of the Board (other than a member of the Board designated by a Person who shall have entered into an agreement with the Company to effect a transaction described in Section 2(g)(i) or 2(g)(iii)) whose election or nomination for election to the Board was approved by a vote of at least a majority (either by a specific vote or by approval of the proxy statement of the Company in which such Person is named as a nominee for member of the Board without objection to such nomination) of the members of the Board then still in office who either were members of the Board at the beginning of the 12-month period or whose election or nomination for election was previously so approved. No individual initially elected or nominated as a member of the Board of the Company as a result of an actual or threatened election contest with respect to members of the Board or as a result of any other actual or threatened solicitation of proxies by or on behalf of any Person other than the Board shall be an Incumbent Director.
- (p) **"ISO"** means an Option intended to be and designated as an "incentive stock option" within the meaning of Section 422 of the Code.
- (q) **"Nonqualified Deferred Compensation Rules"** means the limitations and requirements of Section 409A of the Code, as amended from time to time, including the guidance and regulations promulgated thereunder and successor provisions, guidance and regulations thereto.
- (r) **"Nonstatutory Option"** means an Option that is not an ISO.
- (s) **"Option"** means a right, granted to an Eligible Person under Section 6(b), to purchase Stock at a specified price during specified time periods, which may either be an ISO or a Nonstatutory Option.
- (t) **"Other Stock-Based Award"** means an Award granted to an Eligible Person under Section 6(h).
- (u) **"Participant"** means a person who has been granted an Award under the Plan that remains outstanding, including a person who is no longer an Eligible Person.
- (v) **"Person"** means any individual, entity or group within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act.
- (w) **"Prior Plan"** means the ProPetro Holding Corp. 2017 Incentive Award Plan.
- (x) **"Qualified Member"** means a member of the Board who is (i) a "non-employee director" within the meaning of Rule 16b-3(b)(3), and (ii) "independent" under the listing standards or rules of the securities exchange upon which the Stock is traded, but only to the extent such independence is required in order to take the action at issue pursuant to such standards or rules.
- (y) **"Restricted Stock"** means Stock granted to an Eligible Person under Section 6(d) that is subject to certain restrictions and to a risk of forfeiture.
- (z) **"Restricted Stock Unit"** means a right, granted to an Eligible Person under Section 6(e), to receive Stock, cash or a combination thereof at the end of a specified period (which may or may not be coterminous with the vesting schedule of the Award).
- (aa) **"Rule 16b-3"** means Rule 16b-3, promulgated by the SEC under Section 16 of the Exchange Act.

- (bb) “**SAR**” means a stock appreciation right granted to an Eligible Person under Section 6(c).
- (cc) “**SEC**” means the Securities and Exchange Commission.
- (dd) “**Securities Act**” means the Securities Act of 1933, as amended from time to time, including the guidance, rules and regulations promulgated thereunder and successor provisions, guidance, rules and regulations thereto.
- (ee) “**Stock**” means the Company’s Common Stock, par value \$0.001 per share, and such other securities as may be substituted (or re-substituted) for Stock pursuant to Section 8.
- (ff) “**Stock Award**” means unrestricted shares of Stock granted to an Eligible Person under Section 6(f).
- (gg) “**Subsidiary**” shall mean any entity (other than the Company), whether domestic or foreign, in an unbroken chain of entities beginning with the Company if each of the entities other than the last entity in the unbroken chain beneficially owns, at the time of the determination, securities or interests representing at least fifty percent (50%) of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.
- (hh) “**Substitute Award**” means an Award granted under Section 6(j).

3. Administration.

- (a) Authority of the Committee. The Plan shall be administered by the Committee except to the extent the Board elects to administer the Plan, in which case references herein to the “Committee” shall be deemed to include references to the “Board.” Subject to the express provisions of the Plan, Rule 16b-3 and other applicable laws, the Committee shall have the authority, in its sole and absolute discretion, to:
 - (i) designate Eligible Persons as Participants;
 - (ii) determine the type or types of Awards to be granted to an Eligible Person;
 - (iii) determine the number of shares of Stock or amount of cash to be covered by Awards;
 - (iv) determine the terms and conditions of any Award, including whether, to what extent and under what circumstances Awards may be vested, settled, exercised, cancelled or forfeited (including conditions based on continued employment or service requirements or the achievement of one or more performance goals);
 - (v) modify, waive or adjust any term or condition of an Award that has been granted, which may include the acceleration of vesting, waiver of forfeiture restrictions, modification of the form of settlement of the Award (for example, from cash to Stock or vice versa), early termination of a performance period, or modification of any other condition or limitation regarding an Award;
 - (vi) determine the treatment of an Award upon a termination of employment or other service relationship;
 - (vii) impose a holding period with respect to an Award or the shares of Stock received in connection with an Award;
 - (viii) interpret and administer the Plan and any Award Agreement;
 - (ix) correct any defect, supply any omission or reconcile any inconsistency in the Plan, in any Award, or in any Award Agreement; and
 - (x) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan.

The express grant of any specific power to the Committee, and the taking of any action by the Committee, shall not be construed as limiting any power or authority of the Committee. Any action of the Committee shall be final, conclusive and binding on all persons, including the Company, Affiliates, stockholders, Participants, beneficiaries, and permitted transferees under Section 7(a) or other persons claiming rights from or through a Participant.

- (b) Exercise of Committee Authority. At any time that a member of the Committee is not a Qualified Member, any action of the Committee relating to an Award granted or to be granted to an Eligible Person who is then subject to Section 16 of the Exchange Act in respect of the Company where such action is not taken by

the full Board may be taken either (i) by a subcommittee, designated by the Committee, composed solely of two or more Qualified Members, or (ii) by the Committee but with each such member who is not a Qualified Member abstaining or recusing himself or herself from such action; provided, however, that upon such abstention or recusal, the Committee remains composed solely of two or more Qualified Members. Such action, authorized by such a subcommittee or by the Committee upon the abstention or recusal of such non-Qualified Member(s), shall be the action of the Committee for purposes of the Plan. For the avoidance of doubt, the full Board may take any action relating to an Award granted or to be granted to an Eligible Person who is then subject to Section 16 of the Exchange Act in respect of the Company.

- (c) **Delegation of Authority.** The Committee may delegate any or all of its powers and duties under the Plan to a subcommittee of directors or to any officer of the Company, including the power to perform administrative functions and grant Awards; provided, that such delegation does not (i) violate state or corporate law, or (ii) result in the loss of an exemption under Rule 16b-3(d)(1) for Awards granted to Participants subject to Section 16 of the Exchange Act in respect of the Company. Upon any such delegation, all references in the Plan to the "Committee," other than in Section 8, shall be deemed to include any subcommittee or officer of the Company to whom such powers have been delegated by the Committee. Any such delegation shall not limit the right of such subcommittee members or such an officer to receive Awards; provided, however, that such subcommittee members and any such officer may not grant Awards to himself or herself, a member of the Board, or any executive officer of the Company or an Affiliate, or take any action with respect to any Award previously granted to himself or herself, a member of the Board, or any executive officer of the Company or an Affiliate. The Committee may also appoint agents who are not executive officers of the Company or members of the Board to assist in administering the Plan, provided, however, that such individuals may not be delegated the authority to grant or modify any Awards that will, or may, be settled in Stock.
- (d) **Limitation of Liability.** The Committee and each member thereof shall be entitled to, in good faith, rely or act upon any report or other information furnished to him or her by any officer or employee of the Company or any Affiliate, the Company's legal counsel, independent auditors, consultants or any other agents assisting in the administration of the Plan. Members of the Committee and any officer or employee of the Company or any Affiliate acting at the direction or on behalf of the Committee shall not be personally liable for any action or determination taken or made in good faith with respect to the Plan, and shall, to the fullest extent permitted by law, be indemnified and held harmless by the Company with respect to any such action or determination.
- (e) **Participants in Non-U.S. Jurisdictions.** Notwithstanding any provision of the Plan to the contrary, to comply with applicable laws in countries other than the United States in which the Company or any Affiliate operates or has employees, directors or other service providers from time to time, or to ensure that the Company complies with any applicable requirements of foreign securities exchanges, the Committee, in its sole discretion, shall have the power and authority to: (i) determine which of the Affiliates shall be covered by the Plan; (ii) determine which Eligible Persons outside the United States are eligible to participate in the Plan; (iii) modify the terms and conditions of any Award granted to Eligible Persons outside the United States to comply with applicable foreign laws or listing requirements of any foreign exchange; (iv) establish sub-plans and modify exercise procedures and other terms and procedures, to the extent such actions may be necessary or advisable (any such sub-plans and/or modifications shall be attached to the Plan as appendices), provided, however, that no such sub-plans and/or modifications shall increase the share limitations contained in Section 4(a); and (v) take any action, before or after an Award is granted, that it deems advisable to comply with any applicable governmental regulatory exemptions or approval or listing requirements of any such foreign securities exchange. For purposes of the Plan, all references to foreign laws, rules, regulations or taxes shall be references to the laws, rules, regulations and taxes of any applicable jurisdiction other than the United States or a political subdivision thereof.

4. **Stock Subject to the Plan.**

- (a) **Number of Shares Available for Delivery.** Subject to adjustment in a manner consistent with Section 8, (i) 8,050,000 shares of Stock are reserved and available for delivery with respect to Awards, and such total shall be available for the issuance of shares upon the exercise of ISOs, *plus* (ii) the number of shares of Stock that become available for Awards under this Plan pursuant to Section 4(d) below.
- (b) **Application of Limitation to Grants of Awards.** Subject to Section 4(c), no Award may be granted if the number of shares of Stock that may be delivered in connection with such Award exceeds the number of shares of Stock remaining available under the Plan minus the number of shares of Stock issuable in settlement of or relating to then-outstanding Awards. The Committee may adopt reasonable counting procedures to

ensure appropriate counting, avoid double counting (as, for example, in the case of tandem or Substitute Awards) and make adjustments if the number of shares of Stock actually delivered differs from the number of shares previously counted in connection with an Award.

- (c) **Availability of Shares Not Delivered under Awards.** Shares of Stock subject to an Award under the Plan that expires or is cancelled, forfeited, exchanged, settled in cash or otherwise terminated without the actual delivery of shares will again be available for Awards. For the avoidance of doubt, Awards of Restricted Stock shall not be considered “delivered shares” for this purpose until vesting. Notwithstanding the foregoing, (i) the number of shares tendered or withheld in payment of any exercise or purchase price of an Option or an SAR or taxes relating to an Option or an SAR, including shares that were subject to an Option or an SAR but were not issued or delivered as a result of the net settlement or net exercise of such Option or SAR and (ii) shares repurchased on the open market with the proceeds of an Option’s exercise price, will be considered “delivered shares” and will not, in each case, be again available for Awards. The number of shares of Stock withheld in payment of the tax withholding obligation related an Award other than an Option or an SAR will be again available for Awards under the Plan. For the avoidance of doubt, if an Award may be settled only in cash, such Award need not ever be counted against any share limit under this Section 4.
- (d) **Shares Available Under the Prior Plan.** In addition, shares of Stock subject to an award granted under the Prior Plan and outstanding as of October 22, 2020 (a “**Prior Award**”) that are forfeited or expire, are converted to shares of another Person in connection with a spin-off or other similar event, or if such Prior Award is settled for cash (in whole or in part) (including shares repurchased by the Company under Section 8.4 of the Prior Plan at the same price paid by the holder of such Prior Award), the shares of Stock subject to such Prior Award shall, to the extent of such forfeiture, expiration, conversion or cash settlement, become available for future grants of Awards under the Plan. For the avoidance of doubt, a number of shares of Stock equal to the difference between (i) the maximum number of shares of Stock that could have been settled pursuant to performance-based Prior Awards, and (ii) the actual number of shares of Stock delivered upon settlement of performance-based Prior Awards, shall become available for future grants of Awards under the Plan. Notwithstanding anything to the contrary contained herein, the following shares of Stock subject to Prior Awards shall not be added to the shares of Stock authorized for grant under Section 4(a) and shall not be available for future grants of Awards: (i) shares tendered by a Holder (as such term is defined in the Prior Plan) or withheld by the Company in payment of the exercise price of a stock option; (ii) shares of Stock tendered by the Holder or withheld by the Company to satisfy any tax withholding obligation with respect to a Prior Award; (iii) shares of Stock subject to a stock appreciation right that are not issued in connection with the stock settlement of the stock appreciation right on exercise thereof; and (iv) shares of Stock purchased on the open market by the Company with the cash proceeds received from the exercise of stock options. For the avoidance of doubt, no awards will be granted under the Prior Plan on or following October 22, 2020.
- (e) **Shares Available Following Certain Transactions.** Substitute Awards granted in accordance with applicable stock exchange requirements and in substitution or exchange for awards previously granted by a company acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines shall not reduce the shares authorized for issuance under the Plan or the limitations on grants to non-employee members of the Board under Section 5(b), nor shall shares subject to such Substitute Awards be added to the shares available for issuance under the Plan as provided above (whether or not such Substitute Awards are later cancelled, forfeited or otherwise terminated).
- (f) **Stock Offered.** The shares of Stock to be delivered under the Plan shall be made available from (i) authorized but unissued shares of Stock, (ii) Stock held in the treasury of the Company, or (iii) previously issued shares of Stock reacquired by the Company, including shares purchased on the open market.

5. **Eligibility; Award Limitations for Non-Employee Members of the Board .**

- (a) Awards may be granted under the Plan only to Eligible Persons.
- (b) In each calendar year during any part of which the Plan is in effect, a non-employee member of the Board may not be paid compensation, whether denominated in cash or Awards, for such individual’s service on the Board in excess of \$500,000; provided, however, that for any calendar year in which a member of the Board (i) first commences service on the Board, (ii) serves on a special committee of the Board, (iii) serves as lead director, or (iv) serves as non-executive Chairman of the Board, additional compensation, whether denominated in cash or Awards may be paid. For purposes of this Section 5(b), the value of Awards shall be determined, if applicable, pursuant to ASC Topic 718 on the date of grant and attributed to the compensation limit for the year in which the Award is granted. For the avoidance of doubt, the limits set

forth in this Section 5(b) shall be without regard to grants of Awards or other payments, if any, made to a non-employee member of the Board during any period in which such individual was an employee of the Company or of any of its Affiliates or was otherwise providing services to the Company or to any of its Affiliates other than in the capacity as a director of the Company. For the avoidance of doubt, any cash compensation that is deferred shall be counted toward this limit for the year in which it was first earned, and not when paid or settled, if later.

6. Specific Terms of Awards.

(a) General.

- (i) Awards may be granted on the terms and conditions set forth in this Section 6. Awards granted under the Plan may, in the discretion of the Committee, be granted either alone, in addition to, or in tandem with any other Award. In addition, the Committee may impose on any Award or the exercise thereof, at the date of grant or thereafter (subject to Section 10), such additional terms and conditions, not inconsistent with the provisions of the Plan, as the Committee shall determine, including subjecting such awards to service- or performance-based vesting conditions. Except as otherwise provided in an Award Agreement, the Committee may exercise its discretion to reduce or increase the amounts payable under any Award.
- (ii) Without limiting the scope of Section 6(a)(i), with respect to any performance-based conditions, (i) the Committee may use one or more business criteria or other measures of performance as it may deem appropriate in establishing any performance goals applicable to an Award, (ii) any such performance goals may relate to the performance of the Participant, the Company (on a consolidated basis), or to specified Subsidiaries, business or geographical units or operating areas of the Company, (iii) the performance period or periods over which performance goals will be measured shall be established by the Committee, and (iv) any such performance goals and performance periods may differ among Awards granted to any one Participant or to different Participants.
- (iii) Subject to Section 8(e) of the Plan, any Award (or portion thereof) granted under the Plan shall vest no earlier than the first anniversary of the date the Award is granted; provided, however, that, notwithstanding the foregoing, Awards that result in the issuance of an aggregate of up to 5% of the shares of Stock available pursuant to Section 4 may be granted to any one or more Eligible Persons without respect to and/or administered without regard for this minimum vesting provision. For the avoidance of doubt, the grant of Stock Awards will count against the 5% limit described in the immediately preceding sentence. No Award Agreement shall be permitted to reduce or eliminate the requirements of this Section 6(a)(iii). Nothing in this Section 6(a)(iii) shall preclude the Committee from taking action, in its sole discretion, to accelerate the vesting of any Award for any reason.

(b) Options. The Committee is authorized to grant Options, which may be designated as either ISOs or Nonstatutory Options, to Eligible Persons on the following terms and conditions:

- (i) **Exercise Price.** Each Award Agreement evidencing an Option shall state the exercise price per share of Stock (the “**Exercise Price**”) established by the Committee; provided, however, that except as provided in Section 6(j) or in Section 8, the Exercise Price of an Option shall not be less than the greater of (A) the par value per share of the Stock or (B) 100% of the Fair Market Value per share of the Stock as of the date of grant of the Option (or in the case of an ISO granted to an individual who owns stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or its parent or any of its Subsidiaries, 110% of the Fair Market Value per share of the Stock on the date of grant).
- (ii) **Time and Method of Exercise; Other Terms.** The Committee shall determine the methods by which the Exercise Price may be paid or deemed to be paid, the form of such payment, including cash or cash equivalents, Stock (including previously owned shares or through a cashless exercise, i.e., “net settlement”, a broker-assisted exercise, or other reduction of the amount of shares otherwise issuable pursuant to the Option), other Awards or awards granted under other plans of the Company or any Affiliate, other property, or any other legal consideration the Committee deems appropriate, the methods by or forms in which Stock will be delivered or deemed to be delivered to Participants, including the delivery of Restricted Stock subject to Section 6(d), and any other terms and conditions of any Option. In the case of an exercise whereby the Exercise Price is paid with Stock, such Stock shall be valued based on the Stock’s Fair Market Value as of the date of exercise. No Option may be exercisable for a period of more than ten years following the date of grant of the Option (or in the case of an ISO

granted to an individual who owns stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or its parent or any of its Subsidiaries, for a period of more than five years following the date of grant of the ISO).

- (iii) **ISOs.** The terms of any ISO granted under the Plan shall comply in all respects with the provisions of Section 422 of the Code. ISOs may only be granted to Eligible Persons who are employees of the Company or employees of a parent or any Subsidiary corporation of the Company. Except as otherwise provided in Section 8, no term of the Plan relating to ISOs (including any SAR in tandem therewith) shall be interpreted, amended or altered, nor shall any discretion or authority granted under the Plan be exercised, so as to disqualify either the Plan or any ISO under Section 422 of the Code, unless notice has been provided to the Participant that such change will result in such disqualification. ISOs shall not be granted more than ten years after the earlier of the adoption of the Plan or the approval of the Plan by the Company's stockholders. Notwithstanding the foregoing, to the extent that the aggregate Fair Market Value of shares of Stock subject to an ISO and the aggregate Fair Market Value of shares of stock of any parent or Subsidiary corporation (within the meaning of Sections 424(e) and (f) of the Code) subject to any other incentive stock options of the Company or a parent or Subsidiary corporation (within the meaning of Sections 424(e) and (f) of the Code) that are exercisable for the first time by a Participant during any calendar year exceeds \$100,000, or such other amount as may be prescribed under Section 422 of the Code, such excess shall be treated as Nonstatutory Options in accordance with the Code. As used in the previous sentence, Fair Market Value shall be determined as of the date the ISO is granted. If a Participant shall make any disposition of shares of Stock issued pursuant to an ISO under the circumstances described in Section 421(b) of the Code (relating to disqualifying dispositions), the Participant shall notify the Company of such disposition within the time provided to do so in the applicable award agreement.
- (c) **SARs.** The Committee is authorized to grant SARs to Eligible Persons on the following terms and conditions:
 - (i) **Right to Payment.** An SAR is a right to receive, upon exercise thereof, the excess of (A) the Fair Market Value of one share of Stock on the date of exercise over (B) the grant price of the SAR as determined by the Committee.
 - (ii) **Grant Price.** Each Award Agreement evidencing an SAR shall state the grant price per share of Stock established by the Committee; provided, however, that except as provided in Section 6(j) or in Section 8, the grant price per share of Stock subject to an SAR shall not be less than the greater of (A) the par value per share of the Stock or (B) 100% of the Fair Market Value per share of the Stock as of the date of grant of the SAR.
 - (iii) **Method of Exercise and Settlement; Other Terms.** The Committee shall determine the form of consideration payable upon settlement, the method by or forms in which Stock (if any) will be delivered or deemed to be delivered to Participants, and any other terms and conditions of any SAR. SARs may be either free-standing or granted in tandem with other Awards. No SAR may be exercisable for a period of more than ten years following the date of grant of the SAR.
 - (iv) **Rights Related to Options.** An SAR granted in connection with an Option shall entitle a Participant, upon exercise, to surrender that Option or any portion thereof, to the extent unexercised, and to receive payment of an amount determined by multiplying (A) the difference obtained by subtracting the Exercise Price with respect to a share of Stock specified in the related Option from the Fair Market Value of a share of Stock on the date of exercise of the SAR, by (B) the number of shares as to which that SAR has been exercised. The Option shall then cease to be exercisable to the extent surrendered. SARs granted in connection with an Option shall be subject to the terms and conditions of the Award Agreement governing the Option, which shall provide that the SAR is exercisable only at such time or times and only to the extent that the related Option is exercisable and shall not be transferable except to the extent that the related Option is transferrable.
- (d) **Restricted Stock.** The Committee is authorized to grant Restricted Stock to Eligible Persons on the following terms and conditions:
 - (i) **Restrictions.** Restricted Stock shall be subject to such restrictions on transferability, risk of forfeiture and other restrictions, if any, as the Committee may impose. Except as provided in Section 7(a)(iii) and Section 7(a)(iv), during the restricted period applicable to the Restricted Stock, the Restricted Stock may not be sold, transferred, pledged, hedged, hypothecated, margined or otherwise encumbered by the Participant. Except as otherwise provided in the applicable Award Agreement and this Section 6(d),

the holder of a Restricted Stock Award will generally have the same rights as a stockholder, including the right to vote the Stock subject to the Restricted Stock Award and to receive dividends on the Stock subject to the Restricted Stock Award during the restriction period (subject, in all cases, to the limitations on payment of dividends on unvested Awards, as described in Section 6(d)(ii) below).

- (ii) Dividends and Splits. As a condition to the grant of an Award of Restricted Stock, the Committee may allow a Participant to elect, or may require, that any cash dividends paid on a share of Restricted Stock be automatically reinvested in additional shares of Restricted Stock, applied to the purchase of additional Awards or deferred without interest to the date of vesting of the associated Award of Restricted Stock, provided that in all events such cash dividends shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock with respect to which such dividends were paid and shall not be paid unless and until such Restricted Stock has vested and been earned. Stock distributed in connection with a Stock split or Stock dividend, and other property (other than cash) distributed as a dividend, shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock with respect to which such Stock or other property has been distributed and shall not be delivered unless and until such Restricted Stock has vested and been earned.
- (e) Restricted Stock Units. The Committee is authorized to grant Restricted Stock Units to Eligible Persons on the following terms and conditions:
 - (i) Award and Restrictions. Restricted Stock Units shall be subject to such restrictions (which may include a risk of forfeiture) as the Committee may impose.
 - (ii) Settlement. Settlement of vested Restricted Stock Units shall occur upon vesting or upon expiration of the deferral period specified for such Restricted Stock Units by the Committee (or, if permitted by the Committee, as elected by the Participant). Restricted Stock Units shall be settled by delivery of (A) a number of shares of Stock equal to the number of Restricted Stock Units for which settlement is due, or (B) cash in an amount equal to the Fair Market Value of the specified number of shares of Stock equal to the number of Restricted Stock Units for which settlement is due, or a combination thereof, as determined by the Committee at the date of grant or thereafter.
- (f) Stock Awards. The Committee is authorized to grant Stock Awards to Eligible Persons as a bonus, as additional compensation, or in lieu of cash compensation any such Eligible Person is otherwise entitled to receive, in such amounts and subject to such other terms as the Committee in its discretion determines to be appropriate.
- (g) Dividend Equivalents. The Committee is authorized to grant Dividend Equivalents to Eligible Persons, entitling any such Eligible Person to receive cash, Stock, other Awards, or other property equal in value to dividends or other distributions paid with respect to a specified number of shares of Stock. Dividend Equivalents may be awarded in connection with another Award (other than an Award of Restricted Stock or Stock Award). Dividend Equivalents shall be subject to restrictions and a risk of forfeiture to the same extent as the Award with respect to which such dividends accrue and shall not be paid unless and until such Award has vested and been earned.
- (h) Other Stock-Based Awards. The Committee is authorized, subject to limitations under applicable law, to grant to Eligible Persons such other Awards that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Stock, as deemed by the Committee to be consistent with the purposes of the Plan, including convertible or exchangeable debt securities, other rights convertible or exchangeable into Stock, purchase rights for Stock, Awards with value and payment contingent upon performance of the Company or any other factors designated by the Committee, and Awards valued by reference to the book value of Stock or the value of securities of, or the performance of, specified Affiliates. The Committee shall determine the terms and conditions of such Other Stock-Based Awards. Stock delivered pursuant to an Other-Stock Based Award in the nature of a purchase right granted under this Section 6(h) shall be purchased for such consideration, paid for at such times, by such methods, and in such forms, including cash, Stock, other Awards, or other property, as the Committee shall determine.
- (i) Cash Awards. The Committee is authorized to grant Cash Awards, on a free-standing basis or as an element of, a supplement to, or in lieu of any other Award under the Plan to Eligible Persons in such amounts and subject to such other terms as the Committee in its discretion determines to be appropriate, including for purposes of any annual or short-term incentive or other bonus program.
- (j) Substitute Awards; No Repricing. Awards may be granted in substitution or exchange for any other Award

granted under the Plan or under another plan of the Company or an Affiliate or any other right of an Eligible Person to receive payment from the Company or an Affiliate. Awards may also be granted under the Plan in substitution for awards held by individuals who become Eligible Persons as a result of a merger, consolidation or acquisition of another entity or the assets of another entity by or with the Company or an Affiliate. Such Substitute Awards referred to in the immediately preceding sentence that are Options or SARs may have an exercise price that is less than the Fair Market Value of a share of Stock on the date of the substitution if such substitution complies with the Nonqualified Deferred Compensation Rules and other applicable laws and exchange rules. Except as provided in this Section 6(j) or in Section 8, without the approval of the stockholders of the Company, the terms of outstanding Awards may not be amended to (i) reduce the Exercise Price or grant price of an outstanding Option or SAR, (ii) grant a new Option, SAR or other Award in substitution for, or upon the cancellation of, any previously granted Option or SAR that has the effect of reducing the Exercise Price or grant price thereof, (iii) exchange any Option or SAR for Stock, cash or other consideration when the Exercise Price or grant price per share of Stock under such Option or SAR exceeds the Fair Market Value of a share of Stock or (iv) take any other action that would be considered a "repricing" of an Option or SAR under the applicable listing standards of the national securities exchange on which the Stock is listed (if any).

7. Certain Provisions Applicable to Awards.

(a) Limit on Transfer of Awards.

- (i) Except as provided in Sections 7(a)(iii) and (iv), each Option and SAR shall be exercisable only by the Participant during the Participant's lifetime, or by the person to whom the Participant's rights shall pass by will or the laws of descent and distribution. Notwithstanding anything to the contrary in this Section 7(a), an ISO shall not be transferable other than by will or the laws of descent and distribution.
- (ii) Except as provided in Sections 7(a)(i), (iii) and (iv), no Award, other than a Stock Award, and no right under any such Award, may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by a Participant and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or any Affiliate.
- (iii) To the extent specifically provided by the Committee and permitted pursuant to Form S-8 and the instructions thereto, an Award may be transferred by a Participant on such terms and conditions as the Committee may from time to time establish; provided, however, that no Award (other than a Stock Award) may be transferred to a third-party financial institution for value.
- (iv) An Award may be transferred pursuant to a domestic relations order entered or approved by a court of competent jurisdiction upon delivery to the Company of a written request for such transfer and a certified copy of such order.

- (b) Form and Timing of Payment under Awards; Deferrals. Subject to the terms of the Plan and any applicable Award Agreement, payments to be made by the Company or any Affiliates upon the exercise or settlement of an Award may be made in such forms as the Committee shall determine in its discretion, including cash, Stock, other Awards or other property, and may be made in a single payment or transfer, in installments, or on a deferred basis (which may be required by the Committee or permitted at the election of the Participant on terms and conditions established by the Committee); provided, however, that any such deferred or installment payments will be set forth in the Award Agreement. Payments may include, without limitation, provisions for the payment or crediting of reasonable interest on installment or deferred payments or the grant or crediting of Dividend Equivalents or other amounts in respect of installment or deferred payments denominated in Stock.

- (c) Evidencing Stock. The Stock or other securities of the Company delivered pursuant to an Award may be evidenced in any manner deemed appropriate by the Committee in its sole discretion, including in the form of a certificate issued in the name of the Participant or by book entry, electronic or otherwise, and shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations, and other requirements of the SEC, any stock exchange upon which such Stock or other securities are then listed, and any applicable federal, state or other laws, and the Committee may cause a legend or legends to be inscribed on any such certificates to make appropriate reference to such restrictions. Further, if certificates representing Restricted Stock are registered in the name of the Participant, the Company may retain physical possession of the certificates and may require that the Participant deliver a stock power to the Company, endorsed in blank, related to the Restricted Stock.

- (d) Consideration for Grants. Awards may be granted for such consideration, including services, as the Committee shall determine, but shall not be granted for less than the minimum lawful consideration.
- (e) Additional Agreements. Each Eligible Person to whom an Award is granted under the Plan may be required to agree in writing, as a condition to the grant of such Award or otherwise, to subject an Award that is exercised or settled following such Eligible Person's termination of employment or service to a general release of claims and/or a noncompetition or other restricted covenant agreement in favor of the Company and the Affiliates, with the terms and conditions of such agreement(s) to be determined in good faith by the Committee.
- (f) Dividends and Dividend Equivalents Subject to Forfeiture. Any dividend or Dividend Equivalent credited with respect to any Award (except for dividends paid following the grant of a Stock Award, which is an Award of unrestricted (i.e., fully vested) shares of Stock) shall be subject to restrictions and a risk of forfeiture to the same extent as the Award with respect to which such Stock or other property has been distributed and shall not be delivered unless and until such Award has vested and been earned.

8. Subdivision or Consolidation; Recapitalization; Change in Control; Reorganization .

- (a) Existence of Plans and Awards. The existence of the Plan and the Awards granted hereunder shall not affect in any way the right or power of the Company, the Board or the stockholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of debt or equity securities ahead of or affecting Stock or the rights thereof, the dissolution or liquidation of the Company or any sale, lease, exchange or other disposition of all or any part of its assets or business or any other corporate act or proceeding.
- (b) Additional Issuances. Except as expressly provided herein, the issuance by the Company of shares of stock of any class, including upon conversion of shares or obligations of the Company convertible into such shares or other securities, and in any case whether or not for fair value, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of shares of Stock subject to Awards theretofore granted or the purchase price per share of Stock, if applicable.
- (c) Subdivision or Consolidation of Shares. The terms of an Award and the share limitations under the Plan shall be subject to adjustment by the Committee from time to time, in accordance with the following provisions:
 - (i) If at any time, or from time to time, the Company shall subdivide as a whole (by reclassification, by a Stock split, by the issuance of a distribution on Stock payable in Stock, or otherwise) the number of shares of Stock then outstanding into a greater number of shares of Stock or in the event the Company distributes an extraordinary cash dividend, then, as appropriate (A) the maximum number of shares of Stock available for delivery with respect to Awards and applicable limitations with respect to Awards provided in Section 4 and Section 5 (other than cash limits) shall be increased proportionately, and the kind of shares or other securities available for the Plan shall be appropriately adjusted, (B) the number of shares of Stock (or other kind of shares or securities) that may be acquired under any then-outstanding Award shall be increased proportionately, and (C) the price (including the Exercise Price or grant price) for each share of Stock (or other kind of shares or securities) subject to then-outstanding Awards shall be reduced proportionately, without changing the aggregate purchase price or value as to which outstanding Awards remain exercisable or subject to restrictions; provided, however, that in the case of an extraordinary cash dividend that is not an Adjustment Event, the adjustment to the number of shares of Stock and the Exercise Price or grant price, as applicable, with respect to an outstanding Option or SAR may be made in such other manner as the Committee may determine that is permitted pursuant to applicable tax and other laws, rules and regulations. Notwithstanding the foregoing, Awards that already have a right to receive extraordinary cash dividends as a result of Dividend Equivalents or other dividend rights will not be adjusted as a result of an extraordinary cash dividend.
 - (ii) If at any time, or from time to time, the Company shall consolidate as a whole (by reclassification, by reverse Stock split, or otherwise) the number of shares of Stock then outstanding into a lesser number of shares of Stock, then, as appropriate (A) the maximum number of shares of Stock available for delivery with respect to Awards and applicable limitations with respect to Awards provided in Section 4 and Section 5 (other than cash limits) shall be decreased proportionately, and the kind of shares or other securities available for the Plan shall be appropriately adjusted, (B) the number of shares of Stock (or other kind of shares or securities) that may be acquired under any then-outstanding Award shall be

decreased proportionately, and (C) the price (including the Exercise Price or grant price) for each share of Stock (or other kind of shares or securities) subject to then-outstanding Awards shall be increased proportionately, without changing the aggregate purchase price or value as to which outstanding Awards remain exercisable or subject to restrictions.

- (d) **Recapitalization.** In the event of any change in the capital structure or business of the Company or other corporate transaction or event that would be considered an “equity restructuring” within the meaning of ASC Topic 718 and, in each case, that would result in an additional compensation expense to the Company pursuant to the provisions of ASC Topic 718, if adjustments to Awards with respect to such event were discretionary or otherwise not required (each such an event, an “**Adjustment Event**”), then the Committee shall equitably adjust (i) the aggregate number or kind of shares that thereafter may be delivered under the Plan, (ii) the number or kind of shares or other property (including cash) subject to an Award, (iii) the terms and conditions of Awards, including the purchase price or Exercise Price of Awards and performance goals, as applicable, and (iv) the applicable limitations with respect to Awards provided in Section 4 and Section 5 (other than cash limits) to equitably reflect such Adjustment Event (“**Equitable Adjustments**”). In the event of any change in the capital structure or business of the Company or other corporate transaction or event that would not be considered an Adjustment Event, and is not otherwise addressed in this Section 8, the Committee shall have complete discretion to make Equitable Adjustments (if any) in such manner as it deems appropriate with respect to such other event.
- (e) **Change in Control and Other Events.**
 - (i) **Treatment of Awards Assumed or Substituted by a Successor Entity .**
 - (A) Except as otherwise provided in an Award Agreement, in the event of a Change in Control, in which any successor entity assumes outstanding Awards or substitutes similar awards under the successor entity’s equity compensation plan for outstanding Awards on the same terms and conditions as the original Awards, such Awards that are assumed or substituted shall not vest solely with respect to the occurrence of the Change in Control.
 - (B) Except as otherwise provided in an Award Agreement, if, in connection with or within twelve (12) months following a Change in Control, a Participant’s service, consulting relationship, or employment with the Company, an Affiliate, and the Successor Entity and its affiliates is terminated without cause (as defined in the Award Agreement evidencing such Award or substitute award), the vesting and exercisability of all Awards, including substitute awards, then held by such Participant will be accelerated in full and be settled, as applicable, no later than sixty (60) days following the conclusion of the service or employment relationship (unless the Nonqualified Deferred Compensation Rules would prohibit such acceleration of settlement, in which case such Awards shall vest but will be settled at date(s) of settlement specified in the applicable Award Agreement) and the expiration date of any Options shall be the day three months following the date the Participant ceases to be an employee or service provider to the Company, an Affiliate of the Company and the Successor Entity and its affiliates. For Awards that vest based on performance, the number of performance Awards that shall vest and be settled in accordance with this Section 8(e)(i)(B), notwithstanding the terms of the applicable Award Agreement, shall be calculated assuming the attainment of the target level of performance as set forth in a performance Award.
 - (ii) **Treatment of Awards not Assumed or Substituted .** Unless otherwise provided in an Award Agreement, if, upon a Change in Control, the successor entity does not assume outstanding Awards or substitute similar awards under the successor entity’s equity compensation plan for outstanding Awards on the same terms and conditions as the original Awards, then the vesting of all outstanding Awards will be accelerated in full with effect immediately prior to the occurrence of the Change in Control and shall be settled, as applicable, no later than sixty (60) days following the Change in Control (unless the Nonqualified Deferred Compensation Rules would prohibit such acceleration of settlement, in which case such Awards will be settled at the originally specified date(s) of settlement). The Participant shall be permitted to conditionally redeem or exercise any or all Options, as applicable, effective immediately prior to the completion of any such transaction for the sole purpose of participating in such transaction. For Awards that vest based on performance, for the purpose of determining the achievement performance criteria, as set forth in the particular Award Agreement, and calculating the number of performance Awards that shall vest in accordance with this Section 8(e)(ii), notwithstanding the terms of the Award Agreement, and unless otherwise provided by the Committee, such performance Awards shall be settled at the greater of (A) the target level of performance as set forth in the performance Award,

and (B) the actual performance achieved, measured and calculated as of the date of the Change in Control pursuant to shortened performance period ending on the occurrence of the Change in Control.

If an Adjustment Event occurs, this Section 8(e) shall only apply to the extent it is not in conflict with Section 8(d).

9. General Provisions.

- (a) **Tax Withholding.** The Company and any Affiliate are authorized to withhold from any Award granted, or any payment relating to an Award, including from a distribution of Stock, taxes due or potentially payable in connection with any transaction involving an Award, and to take such other action as the Committee may deem advisable to enable the Company, the Affiliates and Participants to satisfy the payment of withholding taxes and other tax obligations relating to any Award in such amounts as may be determined by the Committee. The Committee shall determine, in its sole discretion, the form of payment acceptable for such tax withholding obligations, including the delivery of cash or cash equivalents, Stock (including through delivery of previously owned shares, net settlement, a broker-assisted sale, or other cashless withholding or reduction of the amount of shares otherwise issuable or delivered pursuant to the Award), other property, or any other legal consideration the Committee deems appropriate. Any determination made by the Committee to allow a Participant who is subject to Rule 16b-3 to pay taxes with shares of Stock through net settlement or previously owned shares shall be approved by either a committee made up of solely two or more Qualified Members or the full Board. If such tax withholding amounts are satisfied through net settlement or previously owned shares, the maximum number of shares of Stock that may be so withheld or surrendered shall be the number of shares of Stock that have an aggregate Fair Market Value on the date of withholding or surrender equal to the aggregate amount of such tax liabilities determined based on the greatest withholding rates for federal, state, foreign and/or local tax purposes, including payroll taxes, that may be utilized without creating adverse accounting treatment for the Company with respect to such Award, as determined by the Committee.
- (b) **Limitation on Rights Conferred under Plan .** Neither the Plan nor any action taken hereunder shall be construed as (i) giving any Eligible Person or Participant the right to continue as an Eligible Person or Participant or in the employ or service of the Company or any Affiliate, (ii) interfering in any way with the right of the Company or any Affiliate to terminate any Eligible Person's or Participant's employment or service relationship at any time, (iii) giving an Eligible Person or Participant any claim to be granted any Award under the Plan or to be treated uniformly with other Participants and/or employees and/or other service providers, or (iv) conferring on a Participant any of the rights of a stockholder of the Company unless and until the Participant is duly issued or transferred shares of Stock in accordance with the terms of an Award.
- (c) **Governing Law; Submission to Jurisdiction .** All questions arising with respect to the provisions of the Plan and Awards shall be determined by application of the laws of the State of Delaware, without giving effect to any conflict of law provisions thereof, except to the extent Delaware law is preempted by federal law. The obligation of the Company to sell and deliver Stock hereunder is subject to applicable federal and state laws and to the approval of any governmental authority required in connection with the authorization, issuance, sale, or delivery of such Stock. With respect to any claim or dispute related to or arising under the Plan, the Company and each Participant who accepts an Award hereby consent to the exclusive jurisdiction, forum and venue of the state and federal courts located in Houston, Texas.
- (d) **Severability and Reformation .** If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction or as to any person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable law or, if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, person or Award and the remainder of the Plan and any such Award shall remain in full force and effect. If any of the terms or provisions of the Plan or any Award Agreement conflict with the requirements of Rule 16b-3 (as those terms or provisions are applied to Eligible Persons who are subject to Section 16 of the Exchange Act) or Section 422 of the Code (with respect to ISOs), then those conflicting terms or provisions shall be deemed inoperative to the extent they so conflict with the requirements of Rule 16b-3 (unless the Board or the Committee, as appropriate, has expressly determined that the Plan or such Award should not comply with Rule 16b-3) or Section 422 of the Code, in each case, only to the extent Rule 16b-3 and Section 422 of the Code are applicable. With respect to ISOs, if the Plan does not contain any provision required to be included herein under Section 422 of the Code, that provision shall be deemed to be incorporated herein with the same force and effect as if that provision had been set

out at length herein; provided, further, that, to the extent any Option that is intended to qualify as an ISO cannot so qualify, that Option (to that extent) shall be deemed a Nonstatutory Option for all purposes of the Plan.

- (e) **Unfunded Status of Awards; No Trust or Fund Created .** The Plan is intended to constitute an “unfunded” plan for certain incentive awards. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Affiliate and a Participant or any other person. To the extent that any person acquires a right to receive payments from the Company or any Affiliate pursuant to an Award, such right shall be no greater than the right of any general unsecured creditor of the Company or such Affiliate.
- (f) **Nonexclusivity of the Plan.** Neither the adoption of the Plan by the Board nor its submission to the stockholders of the Company for approval shall be construed as creating any limitations on the power of the Board or a committee thereof to adopt such other incentive arrangements as it may deem desirable. Nothing contained in the Plan shall be construed to prevent the Company or any Affiliate from taking any corporate action which is deemed by the Company or such Affiliate to be appropriate or in its best interest, whether or not such action would have an adverse effect on the Plan or any Award made under the Plan. No employee, beneficiary or other person shall have any claim against the Company or any Affiliate as a result of any such action.
- (g) **Fractional Shares.** No fractional shares of Stock shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine in its sole discretion whether cash, other securities, or other property shall be paid or transferred in lieu of any fractional shares of Stock or whether such fractional shares of Stock or any rights thereto shall be cancelled, terminated, or otherwise eliminated with or without consideration.
- (h) **Interpretation.** Headings are given to the Sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof. Words in the masculine gender shall include the feminine gender, and, where appropriate, the plural shall include the singular and the singular shall include the plural. In the event of any conflict between the terms and conditions of an Award Agreement and the Plan, the provisions of the Plan shall control. The use herein of the word “including” following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation”, “but not limited to”, or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter. References herein to any agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and not prohibited by the Plan.
- (i) **Facility of Payment.** Any amounts payable hereunder to any individual under legal disability or who, in the judgment of the Committee, is unable to manage properly his financial affairs, may be paid to the legal representative of such individual, or may be applied for the benefit of such individual in any manner that the Committee may select, and the Company shall be relieved of any further liability for payment of such amounts.
- (j) **Conditions to Delivery of Stock.** Nothing herein or in any Award Agreement shall require the Company to issue any shares with respect to any Award if that issuance would, in the opinion of counsel for the Company, constitute a violation of the Securities Act, any other applicable statute or regulation, or the rules of any applicable securities exchange or securities association, as then in effect. In addition, each Participant who receives an Award under the Plan shall not sell or otherwise dispose of Stock that is acquired upon grant, exercise or vesting of an Award in any manner that would constitute a violation of any applicable federal or state securities laws, the Plan or the rules, regulations or other requirements of the SEC or any stock exchange upon which the Stock is then listed. At the time of any exercise of an Option or SAR, or at the time of any grant of any other Award, the Company may, as a condition precedent to the exercise of such Option or SAR or settlement of any other Award, require from the Participant (or in the event of his or her death, his or her legal representatives, heirs, legatees, or distributees) such written representations, if any, concerning the holder's intentions with regard to the retention or disposition of the shares of Stock being acquired pursuant to the Award and such written covenants and agreements, if any, as to the manner of disposal of such shares as, in the opinion of counsel to the Company, may be necessary to ensure that any disposition by that

holder (or in the event of the holder's death, his or her legal representatives, heirs, legatees, or distributees) will not involve a violation of the Securities Act, any other applicable state or federal statute or regulation, or any rule of any applicable securities exchange or securities association, as then in effect. Stock or other securities shall not be delivered pursuant to any Award until payment in full of any amount required to be paid pursuant to the Plan or the applicable Award Agreement (including any Exercise Price, grant price, or tax withholding) is received by the Company.

- (k) Section 409A of the Code. It is the general intention, but not the obligation, of the Committee to design Awards to comply with or to be exempt from the Nonqualified Deferred Compensation Rules, and Awards will be operated and construed accordingly. Neither this Section 9(k) nor any other provision of the Plan is or contains a representation to any Participant regarding the tax consequences of the grant, vesting, exercise, settlement, or sale of any Award (or the Stock underlying such Award) granted hereunder, and should not be interpreted as such. In no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of non-compliance with the Nonqualified Deferred Compensation Rules. Notwithstanding any provision in the Plan or an Award Agreement to the contrary, in the event that a "specified employee" (as defined under the Nonqualified Deferred Compensation Rules) becomes entitled to a payment under an Award that would be subject to additional taxes and interest under the Nonqualified Deferred Compensation Rules if the Participant's receipt of such payment or benefits is not delayed until the earlier of (i) the date of the Participant's death, or (ii) the date that is six months after the Participant's "separation from service," as defined under the Nonqualified Deferred Compensation Rules (such date, the "**Section 409A Payment Date**"), then such payment or benefit shall not be provided to the Participant until the Section 409A Payment Date. Any amounts subject to the preceding sentence that would otherwise be payable prior to the Section 409A Payment Date will be aggregated and paid in a lump sum without interest on the Section 409A Payment Date. The applicable provisions of the Nonqualified Deferred Compensation Rules are hereby incorporated by reference and shall control over any Plan or Award Agreement provision in conflict therewith.
- (l) Clawback. The Plan and all Awards granted hereunder are subject to any written clawback policies that the Company, with the approval of the Board or an authorized committee thereof, may adopt either prior to or following the Effective Date, including any policy adopted to conform to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and rules promulgated thereunder by the SEC and that the Company determines should apply to Awards. Any such policy may subject a Participant's Awards and amounts paid or realized with respect to Awards to reduction, cancellation, forfeiture or recoupment if certain specified events or wrongful conduct occur, including an accounting restatement due to the Company's material noncompliance with financial reporting regulations or other events or wrongful conduct specified in any such clawback policy.
- (m) Status under ERISA. The Plan shall not constitute an "employee benefit plan" for purposes of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended.
- (n) Plan Effective Date and Term. The Plan was adopted by the Board to be effective on the Effective Date. No Awards may be granted under the Plan on and after the tenth anniversary of the Effective Date, which is May 11, 2033. However, any Award granted prior to such termination (or any earlier termination pursuant to Section 10), and the authority of the Board or Committee to amend, alter, adjust, suspend, discontinue, or terminate any such Award or to waive any conditions or rights under such Award in accordance with the terms of the Plan, shall extend beyond such termination until the final disposition of such Award.

10. Amendments to the Plan and Awards. The Committee may amend, alter, suspend, discontinue or terminate any Award or Award Agreement, the Plan or the Committee's authority to grant Awards without the consent of stockholders or Participants, except that any amendment or alteration to the Plan, including any increase in any share limitation, shall be subject to the approval of the Company's stockholders not later than the annual meeting next following such Committee action if such stockholder approval is required by any federal or state law or regulation or the rules of any stock exchange or automated quotation system on which the Stock may then be listed or quoted, and the Committee may otherwise, in its discretion, determine to submit other changes to the Plan to stockholders for approval; provided, that, without the consent of an affected Participant, no such Committee action may materially and adversely affect the rights of such Participant under any previously granted and outstanding Award. For purposes of clarity, any adjustments made to Awards pursuant to Section 8 will be deemed not to materially and adversely affect the rights of any Participant under any previously granted and outstanding Award and therefore may be made without the consent of affected Participants.

PROPETRO[®]

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Midland, Texas 79701
propetroservices.com

PROPETRO HOLDING CORP.

PROXY FOR ANNUAL MEETING TO BE HELD ON MAY 11, 2023

THIS PROXY IS SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS

The undersigned stockholder hereby appoints each of Samuel D. Sledge and John J. Mitchell as attorney and proxy for the undersigned, with the power to appoint his substitute, to represent and to vote all the shares of common stock of PROPETRO HOLDING CORP., which the undersigned would be entitled to vote, at the Company's Annual Meeting of Stockholders to be held in person on Thursday, May 11, 2023 at 10:00 A.M. Central Time 2518 FM 307 Midland, Texas 79706 and at any postponements, continuations or adjournments thereof (the "Annual Meeting").

In their discretion, the proxies are authorized to vote upon (i) the election of any person to the Board of Directors if any nominee named herein becomes unable to serve or for good cause will not serve, (ii) any matter that the Board of Directors of the Company did not know would be presented at the Annual Meeting by a reasonable time before the proxy solicitation was made and (iii) any other matter that may properly come before the Annual Meeting or any postponements, continuations or adjournments thereof.

This proxy, when properly executed, will be voted in the manner directed on the reverse side by the undersigned stockholder. If no direction is made, this proxy will be voted "FOR" all nominees set forth in PROPOSAL 1 and "FOR" PROPOSALS 2, 3, and 4.

PLEASE MARK, SIGN, DATE AND RETURN THE PROXY CARD PROMPTLY USING THE ENCLOSED ENVELOPE.

(IMPORTANT — This Proxy must be signed and dated on the reverse side.)

▲ PLEASE DETACH ALONG PERFORATED LINE AND MAIL IN THE ENVELOPE PROVIDED. ▲

**Important Notice Regarding the Availability of Proxy Materials for the
Annual Meeting of Stockholders to be held May 11, 2023.
The Proxy Statement and our 2022 Annual Report to Stockholders are available at:
<http://www.viewproxy.com/propetro/2023>**

Please mark your votes like this ☒

The Board of Directors recommends a vote FOR all nominees in Proposal 1.

Vote on Proposals

1. Election of Directors

01 Samuel D. Sledge	06 Michele Vion
02 Phillip A. Gobe	07 Mary Ricciardello
03 Spencer D. Armour III	08 G. Larry Lawrence
04 Mark S. Berg	09 Jack B. Moore
05 Anthony J. Best	

Vote FOR all
nominees
(except as
marked)Vote
WITHHELD
from all
nominees☐☐

To withhold authority to vote for any individual nominee(s), mark "Vote FOR all nominees (except as marked)" and write the number(s) of the nominee(s) on the line below.

Address Change/Comments: (If you noted any Address Changes and/or Comments above, please mark box.) ☐

Please indicate if you plan to attend this meeting ☐

The Board of Directors recommends a vote FOR Proposals 2, 3, and 4.

2. To approve, on a non-binding advisory basis, the compensation of the Company's named executive officers.

☐ FOR ☐ AGAINST ☐ ABSTAIN

3. To approve the Amended and Restated Long-Term Incentive Plan.

☐ FOR ☐ AGAINST ☐ ABSTAIN

4. To ratify the appointment of RSM US LLP to serve as the Company's independent registered public accounting firm for the year ending December 31, 2023.

☐ FOR ☐ AGAINST ☐ ABSTAIN

Date: _____

Signature _____

Signature (if held jointly) _____

NOTE: Please mark, date and sign this proxy card and return it in the accompanying envelope. Please sign as your name appears hereon. If shares are registered in more than one name, all owners should sign. If signing in a fiduciary or representative capacity, please give full title and attach evidence of authority. Corporations please sign with full corporate name by a duly authorized officer and affix corporate seal.

CONTROL NUMBER

▲ PLEASE DETACH ALONG PERFORATED LINE AND MAIL IN THE ENVELOPE PROVIDED. ▲

PROPETRO HOLDING CORP.

As a stockholder of ProPetro Holding Corp., you have the option of voting your shares electronically through the Internet or on the telephone, eliminating the need to return the proxy card. Your electronic vote authorizes the named proxies to vote your shares in the same manner as if you marked, signed, dated and returned the proxy card. Votes submitted electronically over the Internet or by telephone must be received by 11:59 p.m. Eastern Time, on May 10, 2023.

**PROXY VOTING INSTRUCTIONS**

Please have your 11 digit control number ready when voting by Internet or Telephone

INTERNET
Vote Your Proxy on the Internet:
www.AALVote.com/PUMP
Have your proxy card available when you access the above website. Follow the prompts to vote your shares.

TELEPHONE
Vote Your Proxy by Phone:
Call 1 (866) 804-9616
Use any touch-tone telephone to vote your proxy. Have your proxy card available when you call. Follow the voting instructions to vote your shares.

MAIL
Vote Your Proxy by Mail:
Mark, sign, and date your proxy card, then detach it, and return it in the postage-paid envelope provided.

If you vote your proxy by Internet or by Telephone, you do NOT need to mail back your Proxy Card.