Message from the Chief Executive Officer:

Dear Valued Partner,

First and foremost, let me thank you for your contributions to Southwest’s reputation and success. Whether you are an employee, a partner, supplier, or other representative, we know that you share our desire to conduct all of our activities with the highest level of integrity and honesty.

Our success at Southwest is dependent on not only our high quality goods but on our ability to manage our business ethically, responsibly and with respect. We strive to respect not just customers, employees and business partners, but the customs, laws and cultures in each of the places where we do business. Our business in no longer in the United States oil patch but continues to expand into the global arena. This increasing focus on global activity brings new legal obligations – whether for our facility in Singapore, our international operations, or for our domestic strongholds.

No matter where Southwest may operate, we will continue the tradition of providing guidelines to ensure that the decisions and actions of our employees fit within our Company’s core values and beliefs, and setting the general standard by which all Southwest’s employees, partners, or other representatives should assess the propriety of their actions. Failure to meet the standards embodied in this Code of Business Ethics (“CoBE”) may lead to disciplinary action, up to and including dismissal, termination of our agreements, and/or criminal or civil sanctions, even for a first offense.

Again, I thank you for your past contributions and look forward to continuing our longstanding traditions based in integrity and ethically-based business practices together.

Sincerely,

Paul DeWeese
SOUTHWEST CODE OF BUSINESS ETHICS

Our ethics policy at Southwest is simple: we must each conduct all of our activities with the highest level of integrity and ethics.

This Code of Business Ethics ("CoBE") describes our standards of ethics, business practices and personal conduct.¹ These standards apply to all directors, officers, executives, employees, partners, contractors, suppliers and representatives (collectively “Affiliates”) of Southwest Oilfield Products and its subsidiaries and affiliates (collectively, “Southwest”). Additional information may be found in the Southwest Employee Handbook and apply to employee conduct in addition to this CoBE.

PLEASE READ THIS CODE CAREFULLY, KNOW HOW IT APPLIES TO YOUR ROLE WITHIN SOUTHWEST AND APPLY IT TO EVERY DECISION YOU MAKE AS AN EMPLOYEE OR AFFILIATE OF SOUTHWEST.

1. OBLIGATIONS OF EACH EMPLOYEE

Understand this Code: We all have a responsibility to make sure our ethics and business practices program works. To fulfill this responsibility, you should read this Code thoroughly and become familiar with it. If you do not understand something in this Code, please seek out assistance from your supervisor.

Comply with this Code, SWOP Policies, and the Law: Each employee must comply with the spirit and the letter of this Code, SWOP policies, and all applicable laws and regulations. For employees this is a condition of continued employment. Failure to comply will result in disciplinary action, which may include immediate termination for cause.

2. OBLIGATIONS OF EACH BUSINESS PARTNER

Act within the Code: It is the personal responsibility of each partner, supplier, and person or group of persons acting in any capacity of agent (“Agent”) of Southwest to adhere to the standards and restrictions, whether imposed by law or this CoBE. Any partner, supplier, or Agent who does not adhere to such standards and restrictions is acting outside the scope of his or her agency.

Comply with this Code and the Law: If a law conflicts with a policy in this CoBE, you must comply with the law. However, if a local custom or policy conflicts with this CoBE, you must comply with the Southwest’s CoBE.

¹ When local country or regional laws are more stringent or differ from Southwest’s CoBE, we should comply not only with the letter, but also the spirit of those laws. And, if there are no specific regulations to guide us, our integrity, personal responsibility and honesty should determine our actions.
3. COMMUNICATION OF ACTUAL OR SUSPECTED VIOLATIONS

IT IS THE PERSONAL RESPONSIBILITY OF EACH EMPLOYEE, PARTNER, SUPPLIER, AND AGENT OF SOUTHWEST TO REPORT ANY CONDUCT THAT MAY BE A VIOLATION OF THIS COBE, OR ANY LAW IN EFFECT.

While most issues can and should be handled by speaking with either your immediate supervisor or account manager, suspected violations of the Code of Business Ethics can be reported outside of the chain of command. Reports may be made anonymously if so desired by:

- written letter addressed to CoBE Reporting c/o COMPLIANCE, Southwest Oilfield Products, 10340 Wallisville Road, Houston, Texas USA 77013;

- use of an externally managed toll-free, 24 hour hotline;
  - English speaking USA and Canada: 844-990-0002
  - Spanish speaking USA and Canada: 800-216-1288
  - Spanish speaking Mexico: 01-800-681-5340
  - French speaking Canada: 855-725-0002
  - Outside of North America: (800) 603-2869 (must dial country access code first)

- via an externally managed website: www.lighthouse-services.com/swoil;

- via confidential email: reports@lighthouse-services.com; or

- via confidential remote location fax: (215) 689-3885.

For all reports, regardless of method, please identify the company name (i.e. Southwest Oilfield Products, Inc., GES Global Energy Services, Inc. or Southwest Oilfield Products, Pte. Ltd.) as well as any detailed information you have with each report.

It is the personal responsibility of each employee, partner, supplier, or Agent to provide accurate information and to fully cooperate as required. No one should interfere with or obstruct an investigation by providing false information, concealing or destroying information, or disclosing information about an investigation unless permission is granted in writing by an Officer of Southwest or their designee.

Regardless of how a report is made, no employee will suffer any retaliation of any kind for reporting in good faith a violation or suspected violation of this Code, SWOP policy, or the law. In addition, no employee will suffer any retaliation for filing any complaint with any government agency or for exercising any legal right. **Again, all employees are protected from any retaliation for reporting a violation.**

Any employee dismissed for violating this Code of Business Conduct is not eligible for re-employment or service as a contract or temporary worker.
4. RESULTS OF INVESTIGATIONS

All reported information will be held in confidence. All access to any reported information will be on a “need to know” basis, as defined by Southwest in its sole discretion.

Violations of this Code or with applicable laws and regulations could subject an employee to appropriate corrective disciplinary action, up to and including termination for cause.

Violations of this Code or with applicable laws and regulations could subject a partner, supplier, or Agent to appropriate corrective disciplinary action, up to and including termination of agreements and pursuit of legal reparations.

In addition, any violations may also violate foreign, federal, state, or local laws and could subject an employee, partner, supplier, or Agent to individual civil or criminal prosecution, with accompanying potential damages, fines, and imprisonment.

5. POLICIES AND PRACTICES

Below are summaries of key SWOP policies relating to ethics, business practices and personal conduct. Compliance with these policies is a condition of continued employment for every employee. These are summaries only, and you should consult the Southwest Employee Handbook for full disclosure.

A) COMPLYING WITH LAW

Employees, partners, suppliers, customers and Agents of Southwest must obey every law, rule, regulation, court and commission order that applies to Company business.

Employees are responsible for understanding and applying the law applicable to their jobs. Ignorance is no excuse for violating the law. Employees who have questions about how any legal obligation affects their work should contact their supervisor or HR.

i) TRADE SANCTIONS.

Southwest complies with all U.S. Government restrictions regarding dealings with certain countries, their governments, and their nationals (including companies and other entities). Such sanctions vary in scope from total trade embargoes, where nearly all transactions are prohibited, to more targeted sanctions, where only certain individuals and entities are subject to sanctions.

Countries that are subject to substantial U.S. trade sanctions include Cuba, Iran, Myanmar (Burma), North Korea, Sudan, and Syria. These trade restrictions contain a number of broad prohibitions that ban dealings by U.S. persons or persons subject to U.S. jurisdiction with these countries, and prohibit goods or services to be sold to or purchased from these countries, their governments, and the entities they control and in some cases their nationals. These sanctions are country-specific and subject to change. The list is available at
The U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") maintains a list of Specially Designated Nationals and Blocked Persons (the "SDN List"), which includes the names of all such sanctioned persons. The SDN List is frequently updated. The list is available at http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx.

ii) EXPORT CONTROL LAWS.

Southwest complies with all export control laws which govern the shipment of goods, technology, software, and technical information from one country to another, as well as the disclosure of technology, software, and technical information or source code. U.S. law restricts the export and re-export of U.S. origin goods, technology, and software as well as products containing specific types of content and in certain cases products derived from U.S. technology.

Southwest employees and representatives of Southwest are required to comply with all applicable export laws and regulations including restrictions to sell or export any goods to persons listed on the U.S. "Denied Persons List." The Denied Persons List is maintained by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") and can be found at http://www.bis.doc.gov/dplidefault.shtm. Like the SDN List, the Denied Persons List is frequently modified and should be consulted on a regular basis.

Because of the complexity of U.S. export regulations, Company employees should consult with Rob Shaw or Sandra Weisbrod whenever a question arises.

iii) ANTI-CORRUPTION LAWS.

Southwest complies with the United States Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended; the UK Bribery Act 2010 ("UKBA"); and all other similar or equivalent anti-corruption and/or anti-bribery laws of any jurisdiction applicable to Southwest and its subsidiaries (collectively, "Applicable Anti-Corruption Laws").

All directors, officers, employees, business partners, vendors and customers, distributors, and representatives, including Agents and consultants, (collectively, "employees and representatives") must comply with all Applicable Anti-Corruption Laws. Any employee, partner, supplier, customer or Agent who learns of an actual or potential violation of any Applicable Anti-Corruption Law must communicate with Southwest (see item 3 of this CoBE).

Further Anti-corruption information is available at our company website, www.swoil.com in the Compliance section.

iv) MONEY LAUNDERING.

U.S. law prohibits U.S. companies from participating in transactions that facilitate criminals in giving the financial proceeds of criminal activities the appearance of legitimacy. Southwest does not accept payment in cash. Southwest does not pay suppliers in cash without the written
approval of an Officer of the company.

v) ANTI TRUST, COMPETITION, AND TRADE LAWS AND REGULATIONS.

Southwest is committed to vigorous, legal and ethical competition.

- Southwest prohibits any employee, partner, supplier, customer or Agent from making any agreement or understanding with any competitor to set minimum or maximum prices, or any term of sale affecting price;
- to allocate customers, products, services or territories; or
- to set the supply or production levels for any product or service.

Southwest employees, partners and representatives are prohibited from exchanging pricing or other competitive information with competitors or provide such information to a trade association without written permission from an Officer of the company. Employees must also refrain from discussing such information with competitors at gatherings such as trade association meetings or standards bodies meetings.

B) CONFLICTS OF INTEREST

A conflict of interest arises when personal interests conflict with his or her responsibilities to Southwest. All employees, partners, suppliers or Agents should avoid any behavior or activity that creates a conflict of interest, or even the appearance of a conflict of interest. Employees may be required to disclose, no less than annually, such conflicts in writing and as a condition of continued employment.

Employees must make business decisions that benefit Southwest and its shareholders. Employees must not use their jobs to create personal gain or benefit for themselves or their immediate family outside of Southwest while employed by the company nor create the impression that they have been influenced by personal relationships or gain when making business decisions. At Southwest, conflict-of-interest rules governing an employee's immediate family apply to an employee's spouse, registered domestic partner, children, children's spouses, father, mother, sisters, and brothers. The relatives of an employee's spouse or registered domestic partner are also covered by these rules.

Employees must report any situation to their supervisor and HR that involves a real or apparent conflict of interest, including those that involve relatives – whether for themselves or their co-workers. Employees must also report to their supervisor and HR any outside activity that could create an actual or potential conflict of interest of which an employee becomes aware. Any employee who suspects that a conflict of interest or a perceived conflict of interest exists should report their suspicion to HR.
Employees may not use any Company assets, property, equipment, or proprietary or confidential information to support any unauthorized outside activity, including the following:

- maintaining employment with a competitor;
- operating a business that competes with any current, past or anticipated Southwest product or service; or
- operating a business that provides a competitor's products or services.

Company policy also prohibits its employees from taking advantage of business opportunities discovered using corporate property, information, or position reasonably available to Company. Each employee owes a duty of loyalty to Southwest to advance Southwest's legitimate interests when the opportunity to do so arises. Any questions regarding these policies should be directed to HR.

C) GIFTS AND ENTERTAINMENT

Southwest strictly limits the acceptance of gratuities from customers, vendors or others who might seek to influence our actions. No employee may accept any gratuity, regardless of its value, that influences or might appear to influence the employee's judgment.

Under no circumstances should any employee, partner, supplier or Agent:

- accept or offer any gift whatsoever from a party that is responding to a request for quotation by Southwest;
- accept or offer any monetary gift;
- accept or offer any gratuity in return for services;
- solicit any gift; or
- accept or offer any item in excess of value of $100 USD.

Under no circumstances may any employee, partner, supplier or Agent accept payments, bribes or kickbacks from anyone. Under no circumstances may any employee, partner, supplier or Agent offer payments, bribes or kickbacks to anyone.

In parts of the world where gift-giving is common practice and not accepting a gift could reflect badly on Southwest, it may be appropriate to accept a gift. In all cases any such gift must: not violate any laws or in any way discredit Southwest, be unsolicited, not be accepted for favorable treatment, and would not influence an employee's or Company business judgment. Clarification on acceptance of such gifts should be sought from your supervisor or HR.
Company employees may accept meals, refreshments or other modest forms of hospitality or entertainment from customers or suppliers as a courtesy extended during the normal course of business, provided the entertainment is not being offered to obtain favorable treatment in connection with obtaining Company business, does not create the appearance of influencing actions, and is not systematic and ongoing.

Employees who have questions should consult with HR. Employees should report suspected violations to HR.

Gifts given to any customer, partner, supplier or Agent must be from approved corporate marketing materials or must be approved by an Officer of the company.

D) POLITICAL CONTRIBUTIONS

No employee, partner, or representative of Southwest shall make any political contribution on behalf of or for the benefit of Southwest. Political contributions include direct or indirect payments, advances, gifts of goods or services, subscriptions, memberships, purchase of tickets for fundraisers, and purchase of advertising space.

E) RELATIONSHIPS WITH VENDORS, SUPPLIERS, AND OTHERS

Southwest selects partners based on merit (quality, cost, reliability, and integrity).

Employees who hire, contract, subcontract or otherwise approve the business relationship with any vendor, supplier or other service provider must consider the needs of the business, the value, cost and quality of the products, and services to be provided without favoritism or other influence. Employees should avoid situations that call into question their relationship with the supplier. Any purchasing activities must comply with this CoBE.

Employees should:

- Avoid the intent and appearance of improper, unethical, or compromising practice in relationships, actions, and communications;
- Refrain from any private business or professional activity that would create a conflict between personal interests and the interests of the employer;
- Avoid any conduct that appears to be a solicitation or acceptance of money, loans, credits, or prejudicial discounts, and the acceptance of gifts, entertainment, favors, or services from present or potential suppliers that might influence or appear to influence purchasing decisions;
- Handle confidential or proprietary information belonging to employers or suppliers with due care and proper consideration of ethical and legal ramifications and governmental regulations;
• Promote positive supplier relationships through courtesy and impartiality in all phases of the purchasing cycle;

• Refrain from discussing reciprocal agreements that restrict competition;

• Know and obey the letter and spirit of laws governing the procurement and logistics functions and remain alert to the legal ramifications of commercial decisions; and

• Conduct international purchasing in accordance with the laws, customs, and practices of foreign countries, consistent with United States laws, and this CoBE.

F) RELATIONSHIPS WITH GOVERNMENTS

Southwest employees, partners, suppliers and Agents must take special care when dealing with government owned, sponsored, or companies that have special relationships with government entities.

At all times any action or behavior that represents Southwest must comply with all laws and regulations – whether of the United States or any other applicable jurisdiction - and conventions related to prevention of Fraud, Corruption and Bribery. Every employee, partner, supplier and Agent must seek understanding of these issues and comply with Southwest policies, applicable law and conduct themselves with the highest ethical standards in association with Southwest business.

No payment of cash or its equivalent to a Government Official is ever permitted. Any stipend, per diem payment or gift of any instrument exchangeable for cash, products or services is prohibited. Providing gifts or entertainment to friends or family of a Government Official is prohibited.

In addition, it is prohibited to:

• Discuss employment or business opportunities with any Government Official involved in a pending procurement;

• Solicit or obtain certain types of information from the government or other bidders that is related to procurement contracts;

• Allow a former Government Official to work or consult on a proposal for a contract where he or she was involved in the procurement as a Government Official; or

• Ask for or accept competitive or restricted information from a government agency without first obtaining proper authorization, in writing, from an appropriate government employee.
No representative of Southwest may provide Government Officials with gifts, entertainment, or other things of value, no matter how nominal, without prior approval of an Officer of the company. Such approval shall not be provided unless the proposed gift meets the following guidelines:

- It is not cash;
- It is of nominal value and is not lavish or excessive;
- It is provided as a courtesy, token of regard or esteem, or in return for hospitality in accordance with the customs of the country where given;
- It is permitted under Applicable Anti-Corruption Laws, and under the local law and regulations of the Government Official’s governmental entity;
- It is of the type and value that are unequivocally customary and appropriate for the occasion;
- It is infrequent; and
- It is accurately recorded in the Company's books and records

No facilitation or contingency payment may be made by any Southwest employee, partner, supplier or Agents without the express written consent of an Officer of the company.

G) COMPANY ASSETS, PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY

i) CONFIDENTIAL INFORMATION.

Employees, partners, suppliers and Agents may, from time to time, become aware of sensitive material or proprietary information. This type of information is generally any non-public information. Such information is generally protected by law and may include financial information, business projections, drawings or designs, personnel records, and any information that is marked or could be reasonably assumed to be confidential. Because this information has substantial value to Southwest, employees must not disclose any confidential information, even inadvertently, to any unauthorized person in or outside of the company. **This obligation continues after your employment may be terminated.**

Use of that information outside Southwest is unlawful. The use or disclosure of confidential or proprietary Company information for your, or someone not employed by Company, personal use or gain is prohibited.

ii) RESPECTING THE PROPRIETARY INFORMATION OF OTHERS.

Employees, partners, suppliers and Agents must respect the proprietary information and rights
of others at all times.

iii) RESPECTING THE PROPRIETARY INFORMATION OF OTHERS.

All copyrightable materials, inventions, trademarks, service materials, promotional and marketing ideas, processes or products related to Southwest’s business or any employee's job, which is conceived or developed while employed by Company is by law and policy, property of Southwest unless specifically approved in writing by the Board of Directors. You must disclose and identify an Officer of the Company any new invention, works of authorship, technology advances or unique business solutions developed or discovered during your employment period promptly and in sufficient time so that Company may determine whether to seek legal protection for such items.

Use of non-public information gained from others in the course of your employment with Southwest is subject to the laws and regulations, including those of the Securities Exchange Commission, in effect at the time.

iv) E-MAIL, INTERNET USAGE AND COMPANY SYSTEMS.

For those employees and others affiliated with Southwest having access to company’s property (phones, computing devices, servers, or other devices that connect to the internet), e-mail, programs, software and/or Internet systems (“Systems”), access and use is intended for conducting Company business. Accessing sites and/or sending or receiving messages that are inappropriate, particularly those that are hateful or pornographic in nature, is strictly against Company policy. This includes any material that describes or depicts sexual or sexually suggestive actions, appearances or poses, or that contains derogatory material about any racial, ethnic or other group.

Accessing, transmitting or displaying any form of discriminating materials is prohibited. Additionally, you are prohibited from identifying yourself as a Company employee or otherwise affiliated with Company when posting comments or downloading unapproved files onto any Company system.

You have no right of privacy with respect to company’s e-mail, fax, text, internet systems, cloud solutions, databases, programs, software or other systems. All messages, files, documents and other types of information created by employees for on Southwest’s systems are Southwest’s property. Therefore, Company reserves all legal rights to inspect all messages and information transmitted through, stored or contained in Company's systems (whether physical or virtual systems).

Retention of company documents, systems, programs, files or other types of information or access to any Southwest system after termination of employment or business arrangement is prohibited.
Any person accessing Southwest’s Systems agree to be bound by these conditions and CoBE.

v) MAINTAINING ACCURATE BOOKS AND RECORDS.

Each employee, partner, supplier and Agent must maintain accurate and complete business records. It is against Southwest policy, and in some circumstances illegal, for any person to cause books and records to be inaccurate in any way. Some examples of prohibited record keeping include making the records appear as though payment were made to one person when in fact they were made to another, setting up unauthorized funds or accounts, failing to disclose personal relationships, and submitting expense accounts that did not accurately reflect the true nature of the expenses.

Each employee, partner, supplier and Agent must ensure that Southwest has been provided full, fair and accurate, timely and understandable disclosure in all reports and documents so that Southwest may comply with requirements of any governmental agency, as well as in all public communications and disclosures made by Southwest.

Each employee, partner, supplier and Agent must ensure that records are retained in compliance with industry best practices and with all laws and regulations – whether of the United States or any other applicable jurisdiction.

Employees must immediately inform Southwest’s CFO of any significant issues they become aware of relating to Southwest’s accounting or auditing policies or practices or our financial statements.

vi) PRIVACY OF PERSONAL INFORMATION.

Records containing information about employees, customers, investors, vendors and suppliers must be kept confidential. Access to these records is limited to those employees with a specific need to use the information in the performance of their duties.

This duty continues after any employment or business arrangement with Southwest may be terminated.

F. CONDUCT IN THE WORKPLACE

Southwest is committed to providing a safe, diverse, and tolerant work environment, free of discrimination and harassment of all kinds for all of our employees, partners, suppliers, customers and Agents. No discrimination or harassment of any person will be tolerated.

i) EQUAL EMPLOYMENT OPPORTUNITY.

Southwest recruits, hires, trains, transfers and promotes without regard to race, color, national origin, citizenship, religion, sex, marital status, age, or any other category to the extent protected by applicable law. Additionally, the equal opportunity/non-discrimination
commitment governs all terms, conditions and actions related to employment.

We are committed to establishing and maintaining a work environment in which all individuals are respected and treated with dignity. Therefore, Southwest will not tolerate discrimination or harassing conduct, either in the workplace or in any other work-related environment. All individuals are responsible for knowing and following all Company policies that prohibit discrimination and/or harassment.

Any employee found to be responsible for harassment of any type, or for retaliating against any individual who reports a claim or harassment or cooperates in any investigation, will be subject to disciplinary action, including termination. This policy applies to all times and places where employees are functioning in a business-related activity or where an employee is required by Southwest to be present.

Any employee, partner, supplier, customer or Agent who believes that he or she is the subject of harassment by Southwest personnel should promptly inform HR. SWOP will investigate claims and, where appropriate, take corrective action. Any person employed by Southwest who engages in harassment does so in violation of company policy and is subject to immediate termination for cause.

ii) VIOLENCE IN THE WORKPLACE.

Threats or threatening behavior or acts of violence against employees, visitors, guests, or others by any person on Southwest property or while representing Southwest will not be tolerated.

Violations of this policy will lead not only to disciplinary actions, which may include immediate termination for cause, but also to arrest. Any employee who engages in violent behavior will be removed from the premises as quickly as safety permits and will not be allowed to return to work pending the outcome of an investigation.

iii) SAFETY.

Southwest is dedicated to its safety and environmental program and polices. Each person is individually responsible for observing the safety, health and environmental rules and practices that apply to such employee's job and position within Southwest and to attend all appropriate training programs. While Company takes numerous steps to avoid incidents that may cause injuries, when injuries or near misses do occur, it is the policy that these events should be reported to the immediate supervisor immediately. Each individual must insure that all statements and reports made are true statements in connection with the incident and to cooperate fully with any investigation.

Employees, partners, suppliers, customers, guests and Agents are required to comply with Southwest’s safety and environmental requirements when on any Southwest property.
iv) PROTECTING THE ENVIRONMENT.

Southwest requires all employees, partners, suppliers and Agents to strictly abide by all applicable environmental laws and policies regarding the environment. If you have reason to believe that any applicable law or regulation, either foreign or domestic, is not being observed, you must immediately bring this information to an Officer of the company.

v) DRUGS AND ALCOHOL.

The use, sale, possession, transfer, concealment or being under the influence of alcohol or drugs by any person on our property is prohibited. Employees performing their duties, representing Southwest in any capacity, or while conducting company business are strictly prohibited from the use, sale, possession, transfer, concealment or being under the influence of alcohol or drugs.

vi) WEAPONS.

The possession of any weapon, concealed or otherwise, on Southwest property is strictly prohibited.

DISCLAIMERS:

ALL RIGHTS RESERVED

This CoBE is for the exclusive use of Southwest. No part of this CoBE may be reproduced in any form by any means without Southwest’s prior written consent.

POLICY TERMINATION

Southwest reserves the right to amend, modify, revoke, suspend, or terminate this CoBE, in whole or in part, at any time with or without notice.
ACKNOWLEDGMENT

By signature below, I acknowledge that I received a copy of SWOP’s Code of Business Ethics; have read the CoBE; and understand my obligations and responsibilities outlined in the Code. By signature below, I also state that I am not aware of any violation of the CoBE or any activity that could potentially violate the CoBE by me or anyone employed by or acting on behalf of Southwest.

Printed Name: ________________________________

Signature: ________________________________ Date: _____/_____/_____ 

Company: ________________________________

Work Location: ________________________________

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ALL INFORMATION CONTAINED ON THIS ACKNOWLEDGMENT IS CONFIDENTIAL.