

DOT No Violation Incentive

Section I – Signature Page

This **DOT No Violation Incentive Agreement** (hereinafter the “Agreement”) is made this date _____/_____/_____ (the “Effective Date” – must be within five (5) days of the date of the Level 1, Level 2 or Level 3 roadside inspection). This Agreement is between Gravity Oilfield Services LLC (hereinafter the “Company”) and _____ (hereinafter the “Employee”) who is a current employee in a DOT position within the Company, and remains so throughout the time frame listed in Section III.

This Agreement is regarding and solely connected to the Employee receiving a “No Violations Discovered” on the Level 1, Level 2 or Level 3 Roadside Inspection report attached to this document.

All parties in this Agreement – the Company and the Employee – acknowledge that all requirements listed in Section II of this Agreement (page 2) must be met for the incentive payments to be made effective on the timeline listed in Section III of this Agreement. In the event any one or more of the provisions contained in this Agreement are not met by the Employee, as determined in the sole and exclusive discretion of the Company, this Agreement shall be invalid, and the Company is not responsible for any additional incentive payments beyond what have been paid to the Employee.

This Agreement shall be effective on the Effective Date listed above and shall be executed on behalf of the Company by _____ (Branch Manager or Gravity Management).

Print Name

HR Representative’s Signature

Date

Employee’s Signature

Date

Section II – Requirements

All the requirements listed below must be met for this Agreement to be effective throughout the time frame listed in Section III. For any reason if one or more of these requirements are not met by the Employee, this Agreement shall be invalid, and Gravity Oilfield Services is NOT responsible for any additional incentive payments beyond what have been paid to the Employee. Whether or not these requirements are timely satisfied shall be made in the sole, absolute and complete discretion of the Company.

The requirements are as follows:

- 1) The Employee must be actively employed in a DOT position with the Company.
- 2) The Employee or the Employee's supervisor must submit a clear copy of the DOT Level One, Level Two or Level Three Roadside Inspection Report within five (5) days of the inspection to the Transportation Safety & Training Specialist.
- 3) If the Employee takes a leave of absence for any reason (work related or non-work related) during the time frame listed in Section III of this Agreement, the time worked is on hold as well as the incentive compensation of the Employee.
- 4) If the Employee is on a leave of absence for any reason (work related or non-work related) at the time he/she becomes eligible for payment of the DOT No Violation Incentive, the Employee will not receive the incentive payment until he/she returns to duty full-time.
- 5) Payments will NOT be made if the Employee is no longer employed with the Company at the time of distribution.

Section III – Time Frame

The Employee will be eligible for the incentive payment based on time worked listed below:

No Violations Discovered during a DOT Level One Roadside Inspection – the Employee will receive a raise of \$1.00/per hour for three (3) pay periods beginning with the start of the next pay period following the return of the signed DOT No Violation Incentive Agreement.

No Violations Discovered during a DOT Level Two Roadside Inspection – the Employee will receive a raise of \$0.50/per hour for three (3) pay periods beginning with the start of the next pay period following the return of the signed DOT No Violation Incentive Agreement.

No Violations Discovered during a DOT Level Three Roadside Inspection – the Employee will receive a raise of \$0.25/per hour for three (3) pay periods beginning with the start of the next pay period following the return of the signed DOT No Violation Incentive Agreement.

Nothing contained in this agreement is intended to or modifies the at-will employment relationship between the Company or Employee. The Company and Employee retain the right to terminate the employment relationship at any time and for any reason.