

## EMPLOYEE CONTRACT AUTHORIZATION POLICIES

1. Subject to the provisions of paragraph 2 of these Policies, **employees** have no authority, to enter into oral or written contracts on behalf of, or otherwise contractually obligate, the Company or any of its affiliates ("the Companies"), and any such conduct by an employee is strictly prohibited. Among other things, this means that no employee is authorized to order (on behalf of the Companies or any of them) any equipment, goods or services of any kind from any third party or agree with or promise any third party that the Companies or any of them will pay for such equipment, goods, or services; such conduct is strictly prohibited.
2. Notwithstanding the provisions of paragraph 1 hereof, an employee is authorized to order equipment, goods or services on behalf of the Companies and/or sign such documents as would contractually obligate the Companies, if, and only if, such employee is acting pursuant to, and only to the extent of, **the prior written authorization** of the Chief Executive Officer, the Chief Financial Officer or the Accounting Manager.
3. Authorization granted to an employee pursuant to a written authorization made under paragraph 2 is strictly limited in nature and scope to the authorization set forth therein. As a guideline, unless expressly otherwise provided in such written authorization, the authorization granted therein is limited to the specific transaction or activity, and is effective only for the time period stated in the written authorization. Employees are instructed to ask their supervisors for clarification where uncertainty exists with respect to the nature and scope of their authority, in general or with respect to a particular transaction or occurrence, under paragraph 2 hereof and, when in doubt, refrain from engaging in such activity until such clarification has been made.
4. Violation of these Employee Contract Authorization Policies constitutes good cause for immediate termination of employment. The Companies will seek indemnity against any violating employee for all damages, expenses or liability of any kind incurred by any of the Companies as a result of said employee's violation of these Policies.
5. Each employee agrees to indemnify and hold the Companies harmless from and against all liability arising from or in connection with my violation of the Companies' Contract Policies, including the withholding of such liability from their wages.
6. Each employee acknowledges that he/she has read and understands these Policies and has been given the opportunity to have it explained to them.

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Employee Name (Print)

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Employee Signature

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Date