



#### ABSENCE OF THE DIRECTOR OF OPERATIONS CLAUSE:

**Absence of the Director of Operations.** At the request of the Director of Operations or in the Director of Operations' absence or in the event of the Director of Operations' inability or refusal to act (and if there be no Chairman of the Board of Directors), another officer designated by the Board of Directors shall perform the duties of the Director of Operations, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Director of Operations. Each officer shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there be no Chairman of the Board of Directors, the Board of Directors shall designate an officer of the Company who, in the absence of the Director of Operations or in the event of the inability or refusal of the Director of Operations to act, shall perform the duties of the Director of Operations, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Director of Operations.

#### WHISTLEBLOWER PROVISION:

**Whistleblower Protection.** Notwithstanding anything to the contrary contained herein, no provision of any Agreement shall be interpreted so as to impede the Employee (or any other individual) from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures under the whistleblower provisions of federal law or regulation. The Employee or individual does not need the prior authorization of the Company to make any such reports or disclosures and the Employee / Individual shall not be not required to notify the Company that such reports or disclosures have been made.

#### GIFTS AND GRATUITIES SAMPLE CLAUSE

**GIFTS AND GRATUITIES.** It is considered to be in conflict with the Company's interest for its employees or any member of their immediate family to accept gifts, payments, extravagant entertainment, services, or loans in any form from anyone soliciting business, or who may already have established business relations with the Company. Gifts of nominal value and entertainment, meals, and social invitations that are customary and proper under the circumstances and do not place the recipient under obligation are acceptable. If any employee of the Company should solicit a gift or gratuity from the Contractor, Contractor hereby agrees to notify an officer of the Company of such act. It is agreed that the Company will hold such notification in confidence. It is further understood that failure by the Contractor to comply with the Company's policies regarding gifts and gratuities may, at the Company's option, result in the termination of this Contract and may further preclude any future dealings between the parties.