

¹Template Supplier Agreement with NEN registration: terms and conditions for provision of Labour Services for Interim Professionals into the Netherlands to SABIC

THIS AGREEMENT is effective as of 2018, and entered into by and between

....., registered in
....., with the registration
number: as represented by ,
..... hereinafter referred to as: **'Supplier'**,

and

Randstad Sourceright B.V., registered in **Diemen** at **Diemermere 25, 1112 TC**, with the registration number: **33270740** as represented by **Michael Smith, Managing Director**, hereinafter referred to as: **'MSP'**,

Individually referred to as 'the Party' and jointly as 'the Parties'

WHEREAS:

1. Randstad Sourceright Emea B.V. (**RSR**) has contracted a master services agreement with SABIC Petrochemicals B.V. (**'SABIC'**) for a Managed Services Program (**MSP Agreement**), which MSP Agreement provides SABIC (**Participant**) with an opportunity to outsource to RSR and its affiliates the process of coordination and administration related to its contingent workforce concerning the matching of supply and demand for flexible labour for Participant, starting in The Netherlands (**Sourcing Services**);
2. MSP wishes to make use of Supplier's services (**Labour Services**) in order to fulfil orders from Participant regarding the provision of Interim Professionals, excluding Freelancers, to Participant;
3. The role of MSP means that, from the commencement date shown in this Supplier Agreement for Labour Services (**Agreement**), the Labour Services will be provided to Participant(s) at all times by Supplier via MSP. Among other things, this means that from that date Participant will outsource it's Requests for the provision of Labour Services to MSP, after which MSP will publish these Request for potential suppliers, including Supplier, via as vendor management System giving Supplier the opportunity to propose Candidates for that Request. MSP will make a pre-selection of the candidates proposed by suppliers, after which – if and to the extent possible – MSP will propose a shortlist of Candidates to Participant. Participant will ultimately make the choice and the final selection;
4. In the situation where a selected Candidate is an Interim Professional searched by Supplier,

Supplier will provide the Interim Professional to MSP and MSP will onward provide the Interim Professional to Participant. In the situation of an Independent Contractor that meets the control measures, the Candidate will be contracted by the by Participant selected Broker Yacht Externen Management, in which case Supplier will receive from the Broker a recruitment fee;

5. MSP has no role in the provision of the Labour Services and Supplier will remain fully responsible for the provision of the Labour Services. Any issues arising in connection with the **Labour Services** shall be resolved between MSP and Supplier as further described in this Agreement;
6. In order to be able to provide the Labour Services, Supplier will be required to access the Vendor Management System (**VMS**). In order to do this, Supplier shall be required to enter into a contractor access agreement (being a licence agreement with the provider of the VMS (**VMS-CAA**) through a digital access process. A format of the VMS-CAA is set out in **Annex 7** of this Agreement;
7. The Parties wish to record their respective obligations in this Agreement;

Now therefore the Parties hereby agree as follows:

1. Definitions and Interpretation

1.1. In this Agreement, capitalised terms shall have the meaning set forth below:

- (a) **Annex** means an Annex to this Agreement.
- (b) **Bill rate** means the amount Participant pays to MSP per hour.
- (c) **Candidate** means a candidate Interim Professional or Independent Contractor submitted by Supplier in response to a Request for consideration for a Purchase Contract for an assignment at Participant based on and meeting the requirements of the applicable Work Order and Hiring rate.
- (d) **Confidential Information** means all information in whatever form that is disclosed by one Party (including such Party's Affiliates) to the other Party, whether or not such information is marked as confidential *and* including any information belonging to and/or confidential to or about Participant.
- (e) **Hiring rate** means the amount Supplier offers to MSP per hour and which is accepted by MSP, based on the applicable 'tarieventool guideline rate' from Participant.
- (f) **Independent Contractor** means an individual or independent business who is properly classified as an independent contractor in accordance with applicable local laws and regulations and who, on the basis of an Work Order, is provided by Supplier to perform an assignment at Participant. As it relates to Independent Contractors, Participant has chosen broker Yacht Externen Management (**YEM**). Therefore, Supplier shall release a Candidate, if selected by Participant, to YEM.
- (g) **Interim Professional** means an individual (or individuals) - in relation to this Agreement

not being an Independent Contractor - employed by Supplier, and who, on the basis of an Purchase Contract, is provided by Supplier to perform work under the management and supervision of Participant in relation to the agreed assignment at Participant.

- (h) **Labour Services** means the provision of Interim Professionals by Supplier to Participant who have an employment contract within the meaning of Book 7, section 10 of the Dutch civil code) with Supplier to perform work under the management and supervision of Participant, as this services is more particularly described in the Purchase Contract and as more particularly described in **Annex 1** (Supplier Labour Services), as well as any other services agreed between the Parties in this Agreement.
- (i) **MSP Surcharge** means the surcharge per hour to cover all (standard) costs/margins for MSP and to deliver all requested Sourcing Services to Participant.
- (j) **Purchase Contract, or (Work) Order** means the final confirmation of the secondment of an Interim Professional, which includes the details of the specific order.
- (k) **Request** means an individual written request issued by Participant to MSP for the provision of Labour Services and as such forwarded to the Supplier which set forth the details of an assignment for Participant, as well as the personal particulars of the Interim Professional to be provided, as well as the term of the Purchase Contract and the charges.
 - (l) **Sourcing Services** means the provision of a managed service program in respect to the sourcing, supply and administration of Participant's contingent workforce, which includes without limitation the administration and management of the Labour Services and the suppliers.
 - (m) **Supplier bill rate** means the amount MSP pays to Supplier per hour, consisting of an amount per hour (being the Hiring rate minus the MSP Surcharge per hour).

In Annexes to this Agreement, additional defined terms shall have the meaning attributed to those terms in the respective Annex.

1.2. Unless the context requires otherwise:

- (a) references in this Agreement shall be references to clauses of and Annex (as amended from time to time) to this Agreement;
and
- (b) the Annex to this Agreement shall be incorporated into and be deemed part of this Agreement and all references to this Agreement shall include the Annex and all rights and obligations allocated to the Parties in the Annex.

1.3. The headings used in this Agreement are for ease of reference purposes only and shall have no legal effect whatsoever.

2. Scope of the Agreement

- 2.1. MSP shall co-ordinate the process of supply and demand for Interim Professionals for Participant, in compliance with the terms as described in this Agreement.
- 2.2. Supplier shall provide the Labour Services in accordance with the terms of this Agreement and the conform the process description and the terms – if any – which may be relevant for the specific Participant, like segment, departments and positions as described in **Annex 1**. Labour Services shall be provided to the affiliates of Participant listed in **annex 4**.
- 2.3. This Agreement shall be regarded as a master agreement under which individual Purchase Contracts/Work Orders are contracted.

3. Commercial conditions (Rates, invoicing and payment, possibilities to terminate and take over, etc.)

- 3.1. The Labour Services provided to MSP by Supplier will be invoiced via self-billing, which means that MSP will send Supplier a credit invoice weekly for the Labour Services provided by Supplier. MSP will pay these invoices, after deducting MSP Surcharge (as stated in **Annex 3**) as a discount on the agreed all in hourly Hiring rate per worked hour for the Labour Services as agreed in the Work Order, within a maximum of five (5) days of receiving payment from Participant for the relevant Interim Professional. The process is further described in the Supplier Commercial Conditions (Pricing, Methodology, Conditions), **Annex 3**.
- 3.2. Following receipt from Participant of the all-in hourly Hiring rate agreed in the Purchase Contract, MSP will pay Supplier - subject to clause 3 - the total amount included on the credit invoice. The Hiring rates shown in the Purchase Contract are exclusive of VAT. This rate applies for the term of the Work Order, and for any extension thereof, unless explicitly specified and agreed by Parties in writing.
- 3.3. The Supplier bill rate is payable for the number of hours actually worked by the Interim Professional, as processed by the Interim Professional in the VMS, if and to the extent that those hours match the timesheets, signed by Participant and received from Participant by MSP.
- 3.4. If MSP does not receive full payment from Participant for Interim Professionals provided to MSP by Supplier and made available to Participant by MSP, MSP will not be liable to make any payment to Supplier for that Interim Professional, unless payment is not received by MSP due to reasons attributable to MSP. It is agreed that Supplier relies solely and exclusively on the credit of Participant, not MSP, for payment for its Labour Services. Notwithstanding anything to the contrary, Supplier agrees that in the event of Participant's delay, failure, refusal or inability to pay MSP for the Labour Services provided by Supplier, MSP shall have no obligation to pay for such Labour Services and MSP will transfer the relevant part of its claim to Supplier as further described in this clause.
- 3.5. In consideration of the performance of the Labour Services in accordance with the terms and conditions of this Agreement, Supplier will be paid in accordance with the Supplier bill rate as identified in **Annex 3** hereto.

- 3.6. Hiring rates and Supplier bill rates cannot be increased for the entire term of the Purchase Contract, including the prolongations thereof. Where applicable the hours actually spent by each of the Interim Professional per Work Order shall be registered in the VMS.
- 3.7. Supplier shall receive no compensation for time spent by Interim Professionals relocating or travelling to their home base, nor for time spent commuting daily to the home base work area designated by Participant, except as authorised by such Participant.
- 3.8. The hourly Hiring rate as referred to in this Article 3 shall be deemed to cover all expenses Supplier, including the Interim Professional, may incur and any commitment Supplier may enter into for the performance of the pertaining Purchase Contract, unless otherwise specified in **Annex 3**, arising pursuant to obligations set out under local law or agreed otherwise on a case-by-case basis.
- 3.9. In the event that any of Supplier's invoices for Labour Services provided in accordance with the Agreement remain unpaid for reasons outside of the control of Supplier, MSP agrees that it may assign its receivables in said invoice to Supplier to enable Supplier to collect these receivables directly from Participant. Supplier agrees that upon collection of said overdue amounts from Participant, it shall promptly remit any service fees due to MSP from amounts collected, and it is further agreed that if such payment is already paid by MSP to Supplier, MSP shall be entitled to recover the full amount of such payment from Supplier or to deduct such amount by offset from any payments then or thereafter due to Supplier.

4. Supplier Obligations

- 4.1. Supplier undertakes that all Labour Services will comply with the (legal) obligations arising out of the applicable employment protection and employment conditions, and shall meet the standards of "good workmanship", which for the purpose of this Agreement shall mean to include providing only reliable, adequately trained, experienced and skilled Interim Professional. In the situation that the Interim Professional resigns his labour agreement with Supplier, it is unavoidable that the Interim Professional is removed from a Work Order. By then, Supplier shall notify the hiring manager of Participant and MSP in writing without delay and will take into account a notice period of one month to terminate the Work Order.
- 4.2. Supplier agrees to comply with all policies of Participant attached to this Agreement, including the obligations as set out in **Annex 1** and/or **Annex 6**, and as provided to Supplier, either by MSP or Participant, from time to time. Supplier must at all times act in accordance with the prevailing (general and local) Environment, Health, Safety & Security (EHSS) rules and Code of Ethics of Participant and ensures to instruct Interim Professionals similar.
- 4.3. Supplier undertakes to use and procure that the Interim Professionals use the VMS as directed by MSP.
- 4.4. Supplier shall operate a self-regulatory system of quality assurance and quality measures relevant to the Agreement which ensures that the Labour Services are provided in accordance with the law and the Agreement, including the following measures as a minimum to:

- (a) make available back-up, replacement and support staff whenever necessary;
 - (b) enable a prompt response to MSP' Requests or requirements for the Labour Services and matters associated with the Labour Services, including but not limited to attendance at meetings and Requests for information;
 - (c) ensure compliance with all contractual timescales and all other reasonable response times;
 - (d) maintain and monitor all contractual or relevant performance indicators;
 - (e) check that information, data or software supplied pursuant to the Agreement is fit for the purpose for which MSP intends to use it;
 - (f) deal properly with any potential conflicts of interest in accordance with the Agreement; and
 - (g) keep MSP informed about progress in the provision of the Labour Services.
- 4.5. Supplier undertakes to be bound by (a) such obligations as are required by Participant to be passed on to Supplier; and (b) any liability and insurance provisions required by Participant from time to time as notified by MSP to Supplier from time to time. To the extent such obligations and provisions are more stringent than similar obligations and provisions hereunder, Supplier shall comply with the more stringent obligations and provisions. Supplier shall do anything reasonably required to facilitate MSP's compliance with its contract with Participant, including but not limited to agreeing appropriate amendments to this Agreement where required by MSP for the purposes set out in this Article 4.
- 4.6. Before the work commences, Supplier provides MSP - in order to mitigate risks that are related to recipients liability and/ or vicarious tax liability (in Dutch "Wet Inleen- en Ketenaansprakelijkheid" or "WKA") - with the following data of the Interim Professional (and be responsible for monitoring the accuracy and validity of these documents during the Work Order and any extension thereof):
- name, address, living place;
 - date of birth;
 - BSN number;
 - Nationality;
 - Type of ID, ID number and ID validity dates
 - In case of a foreign nationality within the meaning of section 15 of the foreign nationals employment act (in Dutch: "artikel 15 Wet Arbeid Vreemdelingen" or "WAV") a copy of a valid identity document showing the right to work in The Netherlands; and
 - In so far required by law or regulations, a copy of a valid residence permit, A1 statement and a valid work permit.

Supplier accepts liability for any financial loss and/or penalties incurred by MSP or Participant in relation to claims based on the WKA and/or the WAV, f.e. because of the absence of these relevant data. Supplier indemnifies MSP and Participant against all related claims, such in the broadest sense.

- 4.7 Supplier guarantees that the Interim Professional it provides will -at all times- have valid proof of identity and ensures that it will instruct these Interim Professional to identify themselves to Participant, if requested by Participant. Supplier ensures that it continues to comply with the "Wet Arbeid Vreemdelingen" and that the Interim Professional is in possession of a, if required, a valid residence permit and work permit, before the Interim Professional can start work. As far as permitted by law, the identification documents in combination with residence permits and work permit must be provided to MSP in advance. Any damages and/or penalties imposed on Participant or MSP due to illegal employment will be fully charged to Supplier. Supplier accepts liability for any financial loss (including penalties) resulting from failure to comply with the provisions of this paragraph. Supplier indemnifies MSP and Participant against all claims relating to and/or based on this, in the broadest sense.
- 4.8 To give substance to the sustainability principles of the Participant, Supplier shall complete all registrations and checks, including registration of all sites that are involved in the performance of Labour Services, on the platform or forms designated by Participant or MSP, as the case may be, as set forth in more detail in the Policies attached in **Annex 6**. Supplier agrees that MSP, Participant or its authorised external body shall have the right to monitor or Supplier's compliance with the obligations as set out in this Agreement, including **Annex 6**, as well as the information provided in the registration process and shall at all times cooperate with any Request of MSP or Participant for access to its premises and records, to the extent necessary for such audit. Supplier shall audit its compliance with the obligations in the Agreement. In case of reasonable doubt about the performance of the obligations set forth in the Agreement, Supplier must allow its implementation and compliance with its obligations under the Agreement to be audited by an external auditor suggested by MSP and/or Participant and approved by MSP Supplier up to a maximum of one time a calendar year, provided that the auditor is subject to confidentiality and such auditor acting in accordance with security standards matching the type of personal data, the audit will have little impact on the business and/or processes of Supplier, will be performed in a maximum of two days. The external auditor will share the results of this audit with Supplier before it is being sent to MSP, so that Supplier could give a reaction. This reaction will be part of the audit report. If and insofar as the audit indicates that Supplier's compliance falls short on one or more aspects, Supplier will make concrete proposals (including planning) for improvements in this respect. Costs of the external auditor will be paid for by Participant and/or MSP unless the audit report shows material errors in the performance of Supplier.
- 4.9 Supplier recognises the authority of (government) bodies to obtain information from Supplier. Parties will immediately inform each other if a company, authority or other agency approaches MSP, Participant or Supplier with the request to carry out audit work within the scope of this Agreement. Supplier undertakes to fully cooperate with such requests for information by the authority. Information may also be gathered about subcontractors or third party suppliers or (external) accountant or other Third parties deployed by Supplier in regard to the Labour Services. The authority can conduct or commission an investigation at subcontractors or third party suppliers or (external) accountant or other third parties deployed by Supplier. Supplier will -insofar as necessary- ensure that subcontractors or third party suppliers or (external) accountant or other third parties deployed by Supplier also fully cooperate with these audit

procedures. Supplier will enable MSP and Participant to continue to comply with the applicable laws and regulations. The costs of the external auditor will be paid for by Participant and/or MSP unless the audit report shows material errors in the performance of Supplier. Supplier shall ensure that third party suppliers and subcontractors and other deployed third parties are contractually bound to this obligation under the Agreement.

- 4.10 Supplier will indemnify MSP and keep MSP indemnified against any claims, liabilities, costs and expenses which MSP incurs as a result of, or related to, breaches or alleged breaches by Supplier of its obligations under Article 4. Any breach of this Article 4, or of any laws or regulations, or any unlawful act or omission shall be deemed to be a material breach by Supplier.
- 4.11 The Supplier will – if applicable, to be decided by Supplier – reward Interim Professionals based on the applicable remuneration settlement of Participant/Collective Labour Agreement (CLA)(‘inlenersbeloning’). Participant is obliged to provide the appropriate information to Supplier via MSP to do so.

5 Candidates

- 5.7 For the protection of all Suppliers and to minimise disputes regarding Candidate ownership, Supplier will only submit Candidates in response to a Request and then only to MSP. Supplier will not send any speculative or unsolicited CVs to either MSP or Participant without MSP’s prior consent and Supplier shall not be entitled to a fee in respect of such a Candidate whose details were submitted to Participant. All Candidates are considered solely for the vacancy set out in a Request in response to which they were introduced. Where Supplier considers a Candidate suitable for multiple requests, they must submit the Candidate against each Request to be eligible for a fee. Breach of this Article 5 may lead to exclusion from the program.
- 5.8 Supplier shall only submit Candidates who have the relevant qualifications and level of skills required for the role and which are appropriately trained and experienced and otherwise suitable for the role. These Candidates need to be available during the full period mentioned in the Request. If availability of a Candidate changes, Supplier will notify MSP immediately. Further, Supplier will use all reasonable endeavours to ensure that the Candidates are efficient, honest and reliable and shall provide to Participant any information Supplier may have, or be aware of, pertaining to the Candidate’s efficiency, honesty and reliability.
- 5.9 MSP reserves the right not to propose Candidates offered by Supplier to Participant if, in MSP’s view, they do not meet or do not entirely meet Participant’s criteria or if, in MSP’s view, Candidates offered by other Suppliers meet Participant’s criteria better or for other reasons.
- 5.10 For all Candidates that Supplier introduces to MSP Supplier shall have:
 - 5.10.1 complied fully with its obligations under local laws;
 - 5.10.2 carried out the background screening in full (except to the extent that any part of the background screening is required prior to supply rather than prior to introduction of a Candidate in which case Supplier shall have carried out the background screening prior to supply) as further specified in **Annex 1**

5.10.3 ascertained whether or not the Candidate has a right to work in the Netherlands for the full length of the Assignment and Supplier shall inform MSP as to such findings;

5.10.4 used best endeavours to ensure that all information it provides in relation to any Candidate is true, accurate and not misleading; and

5.10.5 gained the Candidate's consent for submission to MSP and where applicable processing by MSP's service centre affiliate in response to the particular Request.

6 Interim Professionals

6.1 Neither Supplier nor any of the Interim Professional shall be considered an employee or an agent of Participant, nor shall they be entitled or eligible to participate in any benefits or privileges given or extended by Participant to their employees or be deemed an employee of Participant for purposes of national, federal, state, province, local or other regulatory laws regarding withholding taxes, disability, (FICA) taxes, unemployment compensation, and any other contributions due on behalf of itself or its employees.

6.2 Parties acknowledge and agree that Participant shall direct and supervise the work performance by the Interim Professional while assigned to Participant hereunder, and Parties will not held liable by Participant - and Parties will be indemnified by Participant in case of a third party claim - for claims resulting from and related to the use of Interim Professionals during or in connection to the performance of the work, unless it is established that the related damage is attributable to Supplier as a result of a breach in the search and selection activities (based on the objective criteria Parties have agreed upon in advance) in relation to these Interim Professionals. MSP has agreed with Participant that Participant shall provide the respective Interim Professional with suitable equipment and working space at the respective location for the performance of the work, such equipment and working place to comply with all relevant, applicable rules, regulations and ordinances relating to health and safety as maintained by Participant for its own employees. Supplier will instruct the Interim Professional present on Participant' premises to comply with the applicable security rules and other regulations prevailing at such premises. MSP shall not held liable by Supplier or the Interim Professional for any damage or injury sustained by Supplier or such Interim Professional whilst or as a result of being on Participants' premises, but will address its claim directly to Participant, who agreed with MSP to indemnify MSP and Supplier for related claims based on Article 7:658, 7: 611 and/or 7:612 BW, or any relevant legislation, if and to the extent this is required in this context.

6.3 Supplier shall ensure that all Interim Professional comply with the onboarding documents provided and shared by Participant, and shall obtain a written statement of compliance with such onboarding document from all Interim Professionals.

6.4 Supplier shall use all reasonable endeavours to ensure that Interim Professional shall:

6.4.1 perform the work with all proper skill and care in accordance with accepted standards and guidelines and Participant's Requests and specifications;

6.4.2 comply with any rules, policies or obligations (including, without limitation, to any health and safety, site and security regulations and IT security policies) in force at the premises where the

Interim Professional is performing the work and shall receive an appropriate introduction to the procedures that they must follow upon commencement of an assignment;

- 6.4.3 not at any time whether during or after the assignment (unless expressly so authorised by Participant as a necessary part of the performance of its duties) disclose to any person, make any copy of or make use of the whole or any part of any trade secrets or Confidential Information including for the avoidance of doubt Intellectual Property Rights and business affairs of Participant;
- 6.4.4 not perform work for Participant if Participant has suspended the work for whatever reason;
- 6.4.5 upon termination of an assignment return all property of Participant in a timely and efficient manner
- 6.5 Supplier shall use its best efforts to replace persons unable to work through illness by other adequately trained, experienced, skilled and reliable Interim Professional in such a manner that performance of the respective assignment can be properly continued and/or that the applicable time schedule is not jeopardized. In such event Supplier shall be notified immediately and Supplier shall provide a replacement person, if so requested. MSP and/or Participant reserves the right not to make use of a proposed replacement person and to terminate the Work Order with immediate effect.
- 6.6 Supplier shall use reasonable endeavours to ensure that all Interim Professional shall treat all Candidates, Interim Professionals, employees, agents and contractors of Supplier, Participant and/or MSP with respect and irrespective of their age, sex, marital status, sexuality, religion, religious belief, colour, race, ethnic or national origin or any disability which they may have and must not bully, harass or otherwise unlawfully discriminate against any such persons.

7 Wages, social security contributions and tax

- 7.1 Supplier is responsible for prompt and correct payment of the Interim Professionals' wages. Supplier is also responsible and liable for prompt and correct deduction and payment of wage tax and/or social security contributions and/or VAT to the tax authority, regardless of whether Supplier hired the Interim Professional from a third party in the situations the conditions of 19.4 are met. Supplier hereby indemnifies MSP and Participant against all possible claims in this respect by the Interim Professional, the tax authority and/or third parties, regardless of whether Supplier hired the Interim Professional from a third party.
- 7.2 At MSP's earliest request, Supplier shall provide written evidence of the payment of wage tax and social security contributions to the tax authority, whether by a third party from which Supplier has hired the Interim Professional or otherwise.
 - 7.2.1 MSP will pay 25% (because Supplier has a valid NEN-4400-1 or NEN-4400-2 registration issued by the Stichting Normering Arbeid) of all amounts due to Supplier based on the self billing invoices minus MSP fee as defined in Article 3.1 (excluding value added tax) and 100%

of the value added tax payable in relation to the activities performed by Supplier Contractors directly into the Tax Authority's account within the meaning of the Collection of State Taxes Act 1990 ('G Account' / G- rekening). Supplier will be under obligation – at MSP's request – to set up a G- Account. If that is done, Supplier will be required to provide MSP with a copy of the written contract relating to the G Account. When payments are made by MSP as referred to in this Article, MSP will be discharged of its liability to Supplier up to an amount equal to the amount of such payment. The payments into the G Account will be made in compliance with the provisions of Article 6 of the Uitvoeringsregeling inleners-, keten- en Opdrachtgeversaansprakelijkheid 2004 (Administrative regulations (Clients' liability, liability in a chain and liability of hirers of contract labour) 2004). The other 75% (excluding value added tax) will be paid into the account as designated by Supplier.

7.2.2 In case there are any regulatory changes with respect to either the G-Account and/or the NEN-4400-1 or 2 registration, the value of the NEN -4400-1 or 2 registration or in case either the G-Account and/or NEN-4400-1 or 2 registration no longer provide the security required by MSP, MSP may decide at its sole discretion to demand a different solution from Supplier which solution results in similar safeguards for MSP in relation to any possible claims in this respect by the Interim Professional, the tax authority and/or third parties, regardless of whether Supplier hired the Interim Professional from a third party.

7.2.3 In case Supplier has an indemnity statement with the Dutch tax authorities (called in Dutch: 'Beschikking goedkeuring alternatief voor het storten op een G-rekening ex artikel 34.6.2 Leidraad invordering 2008') the arrangements as per sub 7.2.1 of this Article do not apply if Supplier provides on an annual basis this statement to MSP.

7.3 If Supplier does not comply with the above obligations or ceases to do so or if the Supplier has not met its payment obligations in full, MSP will have the right to suspend all further payments to Supplier until such time as Supplier has met its obligations. In that case, MSP also has the right to terminate this Agreement and the underlying Work Orders with immediate effect, by agreement with Participant. Supplier hereby indemnifies MSP and Participant against third-party claims, including claims from the tax authority and social security implementing organisations, in connection with non-compliance with any of its obligations in relation to this Article.

8 Statutory registration

8.1 Supplier is registered with the Trade Register of the Chamber of Commerce as a company that is posting temporary staff, as set out in Article 1 Waadi (Placement of Worker by Intermediaries Act). At the first request Supplier provides written proof of such registration to MSP. Supplier is to maintain the registration during the provision of temporary staff. Supplier will immediately inform MSP in writing of any changes in the registration Supplier or of any facts or developments that might affect the registration of Supplier.

8.2 Supplier shall ensure that Supplier has concluded a valid employment contract within the meaning of Book 7, Section 10 of the Dutch Civil Code with any Interim Professionals it provides to Participant as part of the Labour Services, unless MSP and Supplier have explicitly agreed otherwise on a case by case basis.

- 8.3 Subject to clause 19.4, the provision by Supplier of Interim Professionals employed by third parties, including other legal entities of the group which Supplier is part, needs prior written approval of MSP. If MSP agrees thereto, Supplier will provide MSP in writing with all legal entities involved – including the entities involved in the payment of wages or billing - in the provision of Interim Professionals. Supplier will at first request of MSP provide written proof of registration as set out in clause 8.1 of all aforementioned legal entities as well as a written proof of the existence of an employment contract(s) with the posted Interim Professionals. Supplier warrants that all the aforementioned legal entities during the posting maintain their registration as referred to in the first paragraph.
- 8.4 If Supplier at first request of MSP does not submit proof of registration and/or a written proof of the existence of an employment contract, referred to in clause 8.3, Participant or MSP are entitled to suspend or terminate with immediate effect the applicable Work Order for the posting of the Interim Professionals involved. MSP shall cooperate and contribute to a solution, including the option that the Interim Professionals involved are to be employed by Participant or another Supplier designated by Participant or MSP.
- 8.5 If Supplier fails to fulfil its obligations under this Article, Supplier is liable to pay or compensate all damages suffered by Participant and/or MSP - such in the broadest sense of the word, including fines, other sanctions by governmental, semi-governmental bodies, agencies or organizations or of any other third party and/or damages resulting from the termination of the provision of the Interim Professional(s). Supplier will indemnify MSP and Participant against any alleged claim(s), including costs of legal assistance, for Supplier's failure to fulfil its obligations under this Article, including claims by Interim Professional(s) and / or third parties.

9 Supplier Performance

- 9.1 With reference to compliance with data protection and labour legislation (including – if necessary – approval of the relevant work councils), MSP may rate the performance of Supplier based on the assessment of Suppliers performance against the agreed KPI's and/or Service Levels as mentioned in **Annex 2**.
- 9.2 Where applicable, MSP shall notify Supplier of its Supplier Status as set out in **Annex 2**.
- 9.3 Supplier will present Candidates and make Interim Professionals available in compliance with the KPIs/ Service Levels agreed in **Annex 2**.

10 Liability

- 10.1 Supplier is responsible and liable for the proper and professional fulfilment of the Labour Services in accordance with this Agreement, including the provision of the Interim Professional with the agreed qualifications for the agreed period. Supplier shall not be responsible for loss, damage, injury, liability or claims, including damage to persons or property, arising out of the acts or omissions of Interim Professional while engaged in the performance of a Work Order, unless the same is caused by a breach of this Agreement by Supplier or negligent or wrongful acts of Supplier. The liability of Supplier for all causes, but not limited to contract, tort, indemnity and

statute) shall be limited to direct damages and to breaches attributable to Supplier.

- 10.2 Supplier shall indemnify and hold MSP and Participant, their officers, agents and personnel, harmless from any and all third party claims, liability, loss, damage, injury, including death, and/or other liabilities of whatsoever kind and/or nature, arising out of a breach of this Agreement by Supplier.
- 10.3 If and in so far of an attributable failure to Supplier in the agreed obligations, Supplier indemnifies and holds harmless MSP and Participant for any and all costs, tax rulings or penalties and any other such claims or liabilities, including any related administrative or procedural costs, claimed or demanded by and payable to the tax authorities or similar public authorities vis-à-vis SABIC, in relation to this Agreement as a result from the non-compliance or non-fulfilment by Supplier of tax laws and rules and regulation, including social security legislation, such as concerning 'inleenaansprakelijkheid' as well as the 'Wet Aanpak Schijnconstructies' and collective labour agreements ('CAO's'). Supplier herewith declares to abide by and be in full compliance with all such applicable rules and to continue to be in compliance thereof as far as located in its sphere of influence. In addition to this declaration, Supplier will keep a) full, correct and accessible records of all labour agreements and obligations concerning its own or hired employees, including regarding remuneration of expenses, in relation to the execution of this Agreement; b) grant any and all public (tax) authorities access to such record and shall fully cooperate with audits and inspections in that regard; c) be held to enforce all the above obligations (a<>b) in full.
- 10.4 If and in so far of an attributable failure to Supplier in the agreed obligations, based on article 7:616a-f. BW (Dutch Civil Code), the Wet Minimumloon en Minimumvakantiebijslag (WMM), article 8 Wet Allocatie Arbeidskrachten Door Intermediairs (WAADI) and/or article 6:162 BW, MSP or Participant is held liable by an Interim Professional, third party or fined by a compliance foundation and/or the SZW Inspectorate due to the fact that Supplier failed to pay the minimum wage and/or the minimum holiday allowance within the meaning of articles 7 and 15 WMM, or paid the applicable CLA wage and applicable CLA fees or, if more favourable, the agreed wage and the agreed fees directly to the account of the Interim Professional, Supplier shall fully indemnify and hold harmless MSP and Participant in this respect. Participant is obliged to inform Supplier the applicable CLA/remuneration regulations and any changes therein. Furthermore, Supplier undertakes to cooperate and, where necessary, provide any required information to prevent, avert or mitigate possible claims by Interim Professionals and/or fines by the SZW Inspectorate (or other third parties). If and in so far of an attributable failure to Supplier in the agreed obligations, Supplier compensates MSP and Participant for any damages suffered by MSP or Participant because of the aforementioned liability and/or fine(s) levied against it and/or cessation of work, including but not limited to the costs MSP or Participant has incurred (including the costs of legal support) and missed interest (on the total damage) in addition to the fines paid.
- 10.5 Suppliers liability for damages shall be limited to one million Euros (€1.000.000,00) per event and to five million Euros (€ 5.000.000,00) per calendar year.
- 10.6 MSP's liability towards the Supplier under this Agreement is limited to EUR 50,000 per incident and to EUR 100,000 per annum and will in no case exceed the amount payable by MSP's insurer.

- 10.7 MSP and Participant shall not be liable for injuries and/ or damages incurred by or to Interim Professional in connection with business trips undertaken by Interim Professional and Supplier shall keep MSP and Participants protected against such liability.
- 10.8 The limitations or exclusions of liability set forth in this Agreement shall not apply to liabilities for damage as a result of: i) fraud, fraudulent misrepresentations, gross negligence or wilful misconduct by Supplier or MSP; or ii) liabilities for such losses or costs which would otherwise be recoverable pursuant to the tax indemnities set out in this Agreement; iii) liabilities of Supplier arising as a result of an attributable breach by Supplier of Intellectual Property Rights, Confidentiality, or Participants Code of Conduct, or iv) in case of a breach of Data Protection obligations.
- 10.9 Supplier is not permitted to approach persons present on the premises of Participant with the objective to offer these persons a contract of employment. Supplier is not allowed to share contact details with the objective of entering into a recruitment interview. Supplier will pay MSP an immediately due and payable fine of EUR 10,000 per violation, if this occurs and in relation to this Participant puts a claim to MSP Supplier, within 14 days of MSP's notification thereof to Supplier, failing which the fine will automatically increase to EUR 50,000,- if MSP Supplier has to enforce payment thereof via the court. In addition Supplier shall compensate MSP for any damages as a result of Supplier's breach if such damages exceed the sum of the fine(s). With two or more of such violations, Supplier shall be entitled to terminate this Agreement without any liability towards Supplier as a result thereof.
- 10.10 Supplier is responsible for and shall arrange at his own expense sufficient insurance coverage with reputable insurance companies against the financial consequences of liability vis-à-vis third parties, illness, accidents and the like. Upon request, Supplier shall provide MSP with written evidence of such insurance.

11 Local laws and regulations applicable to Labour Services

- 11.1 Supplier guarantees that it shall comply with all local laws, rules and regulations applicable to Labour Services, or otherwise applicable to the performance of the Labour Services, when providing the Labour Services pursuant to this Agreement and shall indemnify and hold MSP and Participant harmless from any and all claims in that respect.
- 11.2 If and to the extent Supplier requires any licenses, permits, registrations or other authorisations of any governmental or semi-governmental body, agency, or organization in connection with the execution of Labour Services pursuant to this Agreement, Supplier undertakes to obtain such licenses, permits, registrations and other authorisations and Supplier undertakes to indemnify and hold MSP and Participant harmless from and against any claims of such governmental or semi-governmental bodies, agencies, or organization, or of third parties.
- 11.3 In addition to Supplier's undertaking to pay in time its Interim Professional's salaries and other emoluments, travel and living expenses, Supplier shall pay all social security premiums, duties, taxes, remuneration, pension fund premiums, illness fund premiums, and the like (by law and/or collective personnel agreements) due in connection with the execution of Labour Services

pursuant to this Agreement, and Supplier shall indemnify and hold MSP and Participant harmless from any and all claims in that respect, under any and all national, federal, state, province, local or other regulatory laws regarding employment. Supplier undertakes to prove, at MSP's request, that any such amounts have been properly calculated and paid.

12 Intellectual property

- 12.1 All inventions or work of the provided Interim Professional from which intellectual property rights may result shall exclusively vest in Participant and Supplier will oblige Interim Professionals hereby irrevocably and unconditionally to agree to assign any and all such intellectual property rights to Participant without additional payments. If necessary, and upon Participant's request, Supplier will render full assistance and co-operation to Participant for the purpose of obtaining and enjoying such rights.
- 12.2 Supplier shall not sell, disclose or otherwise make available, directly or indirectly, any of the deliverables so delivered or any part thereof to any third party.
- 12.3 MSP or its VMS supplier holds all intellectual property rights concerning the VMS system and/or other support systems and the use thereof. Access to the VMS system is conditional upon compliance with an end-user agreement contracted by the VMS supplier with Supplier. Apart from provision of the first line help desk, MSP plays no role in and, therefore, has no responsibility or liability for matters including service provision to the VMS supplier or the maintenance and availability of the VMS system.

13 Confidentiality

- 13.1 In this article "Recipients" shall mean in relation to a Party its directors, officers, employees, sub-contractors and professional advisers who need to receive and consider the Confidential Information for the purposes of this Agreement.
- 13.2 Each Party undertakes to the other that in respect of the Confidential Information of the other Party it will:
 - i. treat the Confidential Information as confidential;
 - ii. not disclose the Confidential Information to anyone other than its Recipients without the prior written consent of the other Party;
 - iii. not use the Confidential Information for any purpose other than the performance of its obligations or exercise of its rights under this Agreement;
 - iv. will protect the confidentiality of the Confidential Information in the same manner that Party protects its own confidential information of like kind.
- 13.3 Each Party will expressly inform any of its Recipients of the confidential nature of such Confidential Information and the purpose for which it may be used and will procure their compliance with the terms of this Agreement as if they were a Party to it.

- 13.4. Neither Party will be under any obligation to keep confidential any Confidential Information that it can demonstrate:
- i. is in the public domain other than as a result of being disclosed in breach of this Agreement;
 - ii. was received from a source not connected with the other Party at a time when, as far as the receiving Party was reasonably aware, that source was not under any obligation of confidence in respect of the Confidential Information; or
 - iii. was known to that Party before the date of this Agreement and that Party was not under any obligation of confidence in respect of the Confidential Information at that time;
 - iv. independently developed by it.
- 13.5. A Party may disclose Confidential Information if and to the extent that it is required to do so by any law or by any court or regulatory agency or authority, provided that, to the extent that it is permitted to do so, the disclosing Party:
- i. notifies the other Party as soon as possible upon becoming aware of any such requirement; and
 - ii. co-operates with the other Party (at the other Party's reasonable cost and expense) to avoid or limit disclosure and to gain assurances as to confidentiality from the body to whom the information is to be disclosed.
- 13.6. Immediately following the earlier of: (i) termination of this Agreement; or (ii) receipt of a written request from the disclosing Party, the receiving Party will and will procure that any Recipients will:
- i. return to the disclosing Party or destroy all documents and materials (including using all reasonable efforts to expunge electronically-stored data) or such parts thereof as contain or reflect any Confidential Information, together with any copies which are in the receiving Party's possession or control or are in the possession or control of any of its Recipients; and
 - ii. make every effort to expunge all Confidential Information from any computer, data storage or similar device under that Party's control.
- 13.7. Each Party may retain one copy of the Confidential Information for the purposes of complying with and for so long as required by any law, court or regulatory agency or authority or its internal compliance procedures.
- 13.8. Each Party acknowledges that neither the destruction nor return nor deletion of any Confidential Information will release it from the confidentiality obligations contained in this Agreement.

- 13.9 Each Party will be responsible for making its own decisions in relation to the Confidential Information and acknowledges that the disclosing Party makes no representation, warranty or undertaking, express or implied, as to the accuracy, reliability, completeness or reasonableness of the Confidential Information.
- 13.10 Each Party understands that the furnishing of the Confidential Information will not constitute an offer of any nature whatsoever by any Party or Recipient, nor form the basis of any representation in relation to any contract.
- 13.11 The provisions of this article shall apply mutatis mutandis to all Interim Professionals and the Supplier shall ensure that all Interim Professional comply with such provisions, and/or shall require that each Interim Professional will sign a copy of the Participant NDA agreement if this is required by Participant or MSP.

14 Privacy and Data Protection

- 14.1 Each Party shall at all times comply with its respective obligations under all applicable data protection legislation in relation to the "personal data" (i.e. information in any form relating to an individual) that is processed by it in performing its obligations under this Agreement. Parties are of the opinion that, where MSP processes personal data provided by Supplier for the provision of Labour Services to Participant, MSP shall act as a "data processor" processing on behalf and under the instruction of Participant, and each of Supplier and Participant shall act as a "data controller", all within the meaning of the applicable data protection legislation in force from time to time in the jurisdictions relevant for the Labour Services.
- 14.2 Each of Participant, Supplier and MSP shall make use of a VMS for the storing and processing of personal data related to the Labour Services. Supplier is aware of the fact that the VMS provider SAP Fieldglass is a EU/US-based company and certain personal data will be processed outside Europe.
- 14.3 Supplier guarantees that and shall be responsible for ensuring it is entitled to provide to MSP and/or Participant all personal data of a Candidate and Interim Professional as set forth in **Annex 5** for the purposes of this Agreement and/or an Work Order and that such personal data may be used by MSP and/or Participant for the purposes set forth in this Agreement. Without limiting the generality of the foregoing, this includes:
- 14.3.1 the disclosure such personal data to the VMS for the purpose of using the VMS; and
- 14.3.2 the use of such personal data by Participant to track and measure the performance, availability and eligibility of Candidates and/or Interim Professionals.
- 14.4 If MSP or Participant is of the opinion that further legal terms, such as a separate data processing agreement must be concluded between Supplier, MSP, and/or Participant, Supplier shall at times comply with such request.

- 14.5 Supplier is aware that it is impossible to exclude all unauthorised use and all unintended loss of data completely. MSP accepts no liability towards Supplier if, in spite of measures taken, any data of Supplier are infringed, lost or used by unauthorised persons, unless this is the result of gross negligence on the part of MSP.

15 Term and Termination

- 15.1 This Agreement is contracted for a term of one year, commencing on the earlier of the date that it is signed by Supplier and will be automatically renewed for the same term and on the same conditions, unless one of the Parties cancels the Agreement in writing, observing a notice period of three months prior to the end of the initial period.
- 15.2 A Work Order shall be concluded for the term set forth therein. A Work Order shall end on the earlier of (i) the date on which the work or budget set forth in the Work Order is completed; (ii) the expiry date of the agreed term; or (iii) the effective date of termination of a Work Order pursuant this Agreement. If and to the extent the term of a Work Order exceeds the term of this Agreement, the terms and conditions of this Agreement and the Work Order shall continue to apply to such Work Order, until such time as such Work Order is lawfully ended.
- 15.3 Without prejudice to any termination rights under this Agreement, MSP or Participant shall have the right to terminate any Work Order, or to have any of the Interim Professional removed or replaced, for convenience by written notice, taken into account an one (1) month notice period. Such termination shall be effective in a manner and upon the date specified in said notice and shall be without prejudice to any claims MSP or Participant may have against Supplier. The sole obligation of MSP and Participant in the event of such termination shall be to pay Supplier for any work delivered or to be delivered up to the effective date of such termination, removal or replacement in accordance with local laws and regulations. In the situation of farce majeure (meaning any circumstance beyond the reasonable control of the affected Party which materially effects the performance of any of its obligations under the Work Order and could not reasonably have been foreseen or provided against, with exception of any changes in economic conditions, costs and delivery of raw materials and strikes and other labour disputes of Supplier's personnel) the Work Order may be terminated immediately, without any notice period.
- 15.4 If a Supplier fails to fulfil or does not properly fulfil any obligation pursuant to this Agreement and such breach has not been remedied within ten (10) working days from receipt of the written notice thereof sent by registered mail, MSP is entitled to terminate this Agreement immediately by notice to the failing Party, without being held responsible to any indemnity whatsoever towards Supplier; such termination shall be without prejudice to any rights or claims of MSP for damages, or for payments due pursuant to the provisions of this Agreement or in law.
- 15.5 MSP has the right to terminate this Agreement and/or any Work Orders with immediate effect, by written notice sent by registered mail, without the intervention of a court, if:
- 15.5.1 Supplier is issued with a compulsory winding-up order
 - 15.5.2 Supplier applies for a provisional moratorium on payments
 - 15.5.3 Supplier has committed a material breach of the Agreement

15.5.4 Supplier loses disposal over its assets, or parts thereof, through garnishment, placement in receivership or by any other means

15.5.5 Supplier discontinues its business

15.5.6 Supplier's business or control thereof is transferred, via a share transaction or otherwise

15.5.7 the agreement between MSP and Participant is terminated

15.5.8 the agreement between the VMS supplier and Participant, MSP and/or Supplier is terminated

15.5.9 subject to **Annex 1** and **Annex 3** and only related and applicable to a Work Order the Interim Professional is not sufficiently suitable for the work to be performed under a Work Order due to illness or other circumstances

15.5.10 Supplier is no longer able, for any reason, to take the measures referred to in Article 4, 7 and/or 8 of this Agreement.

15.6 The provisions of this Article are without prejudice to MSP's rights to claim full compensation from Supplier.

15.7 MSP and Participant will not be liable to pay any compensation as a result of the cancellation of the Agreement and any Work Orders arising from it and will in no case be liable for damages in that regard.

15.8 The cancellation of a Work Order and/or this Agreement may not take place retroactively and shall not lead to any obligation to rescind any performance or payment made.

16 Hiring

16.1 Supplier acknowledges that to the extent allowed under applicable local law Participant shall have the right to take over and hire any of the Interim Professional assigned to Participant directly when the conditions as described in Annex 1 are met.

17 Records and examinations

17.1 For the term of this Agreement and for at least seven years (or a shorter period of time if required by data legislation) following its termination, Supplier is required to keep records on the basis of which its compliance with its obligations pursuant to this Agreement (including timely, correct and complete dossier creation concerning the acquisition, storage and management of all documents and data with regard to a Work Order), including the Annexes, can reasonably be assessed. Any penalties imposed on Participant or MSP due to incorrect, inadequate or incomplete dossier creation will be fully charged to Supplier.

17.2 Both MSP and Participant are individually or jointly entitled to commission an audit or audits of Supplier's records, as referred to in this Article. MSP will announce an audit at least ten (10) days prior to its commencement. The costs of conducting an audit will be borne by MSP or Participant, unless the findings of the audit show that Supplier has not complied correctly with its obligations pursuant to this Agreement. In that case, Supplier will be liable for costs reasonably incurred by Participant and/or MSP.

18 Annexes

18.1 This Agreement includes the following Annexes:

- 18.1.1 ANNEX 1 – MSP SOURCING SERVICES AND SUPPLIER LABOUR SERVICES
- 18.1.2 ANNEX 2 – SUPPLIER KPI'S/SERVICE LEVELS
- 18.1.3 ANNEX 3 – SUPPLIER COMMERCIALS CONDITIONS (PRICING / METHODOLOGY)
- 18.1.4 ANNEX 4 – AFFILIATE COMPANIES
- 18.1.5 ANNEX 5 – DATA PROTECTION, overview of Personal Data
- 18.1.6 ANNEX 6 – PARTICIPANT POLICIES
- 18.1.7 ANNEX 7 – CONTRACT ACCESS AGREEMENT

These Annexes form an integral and inseparable part of this Agreement. In the event of any conflict between the Annexes and/or the provisions of the Agreement, the provisions of this Agreement will prevail, after which the provisions of Annex 1 prevail over those of Annex 2 etc.

19 Miscellaneous

- 19.1 General Conditions. Any Work Order issued hereunder shall be governed by the terms and conditions of this Agreement, which terms and conditions shall, in case of conflict, supersede the terms and conditions printed on the reverse side of any Work Order, or otherwise. Any general and/or standard terms and conditions of Supplier shall not apply to this Agreement nor to any Purchase Contract and are explicitly excluded, even if referred to on any website, or printed, or referred to, in any other document or communication of the Supplier.
- 19.2 Non Assignment. This Agreement is deemed in the nature of personal services and consequently intended to be among the Parties hereto and in reliance upon the unique capabilities of Supplier. This Agreement may not be assigned by Supplier without the prior written consent of MSP, in whose sole discretion said decision shall reside. Any such request for assignment must be in writing by Supplier and same may be treated by MSP as an event of default. In the event of a change of control of Supplier, by means of a change of ownership, and/ or change of management control, MSP shall be informed hereof in advance, and be entitled in such event, at its sole discretion, to either continue the Agreement or to terminate the Agreement. Should MSP, however, not be informed in advance of such occurrence of a change of control, MSP may likewise treat same as an event of default. With respect to the entitlement of MSP to treat the heretofore occurrence as an event of default, MSP and Participant shall be entitled to seek damages for any incidental and consequential losses suffered by virtue of the need to expeditiously locate an alternate provider of similar Labour Services.
- 19.3 Independent Party. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or principal-agent relationship between the Parties; and neither Party by virtue of this Agreement shall have the right, power or authority to act or create any obligation, express or implied, on behalf of or for the use of any party, aside from Participant and Supplier. Participant shall not be obligated separately or jointly, to any third party by virtue of this

Agreement.

- 19.4 No subcontracting. Supplier further agrees to a policy of “no further subcontracting” of Labour Services. This means that Supplier will not subcontract, unless prior written approval from MSP is given in advance of Candidate submission. If and to the extent that subcontracting is approved in writing by MSP, Supplier guarantees that any approved subcontractor will fully and unconditionally comply with any and all provisions of this Agreement. The Supplier accepts liability for any financial loss resulting from failure of the approved subcontractor to comply with any of the provisions of this Agreement. The Supplier indemnifies MSP against all claims relating to and/or based on this, in the broadest sense.
- 19.5 Severability. If any of the terms and provisions of this Agreement are determined to be invalid or unenforceable by any court of competent jurisdiction, it shall not invalidate the rest of this Agreement which shall remain in full force and effect as if such terms and provisions had not been part of this Agreement
- 19.6 Waiver. The failure of either Supplier or MSP or Participant to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provisions or of the right thereafter to enforce each and every provision.
- 19.7 Surviving Articles. All terms and conditions of this Agreement which by their nature are destined to survive the term or termination of this Agreement (whether expressed or not) shall so survive.
- 19.8 Governing Law and Disputes. This Agreement shall be interpreted under and governed by the laws of The Netherlands. All disputes hereunder shall be finally settled by the competent courts at the city of Amsterdam, The Netherlands.
- 19.9 Publicity. Supplier shall not without Participant’s prior written consent use Participant’s name or trademark as such and/ or use same in connection with any advertisement or sales literature. Furthermore, Supplier shall not disclose or advertise in any manner the nature of the Labour Services to be performed under this Agreement, the terms hereof, or the fact that it is a supplier of Participant, unless and only to the extent necessary to perform the Labour Services or unless to the extent authorised in writing by Participant. The Parties agree not to make any press release or other public announcement of this Agreement, or any matter related thereto without having obtained prior written consent of the other Party.

Agreed and signed by:

MSP

Randstad Sourceright bv

Supplier

.....

Sign:

Print: Michael Smith

Title: Managing Director

Date:

Sign:

Print:

Title:

Date:

Sign:

Print:

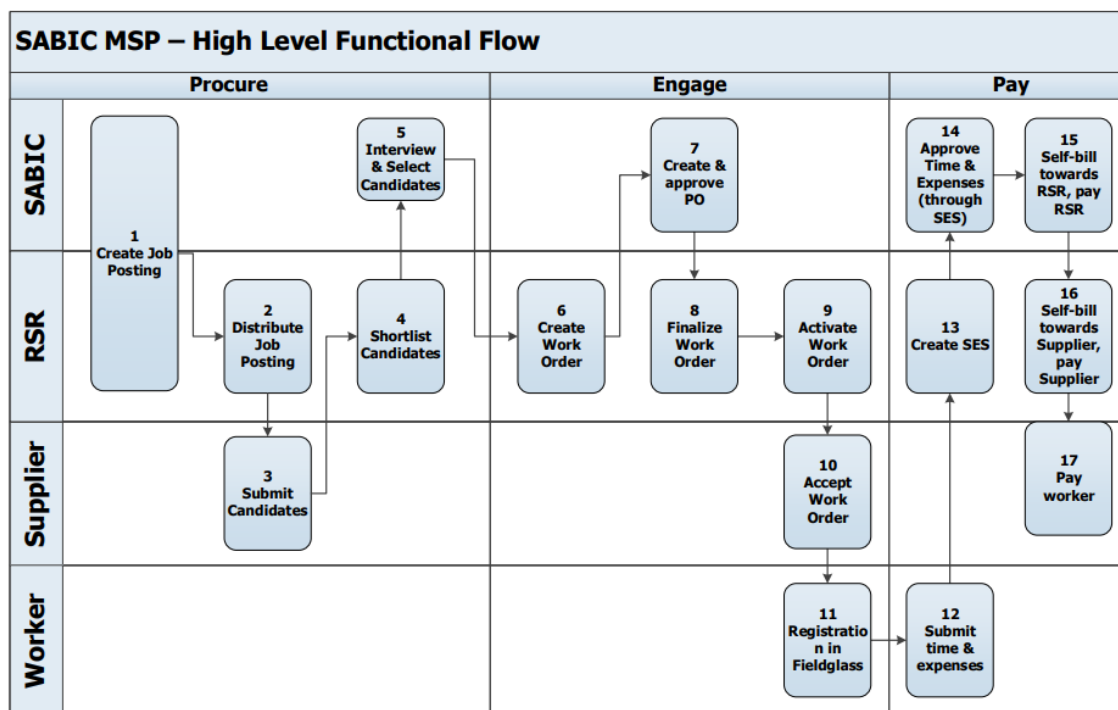
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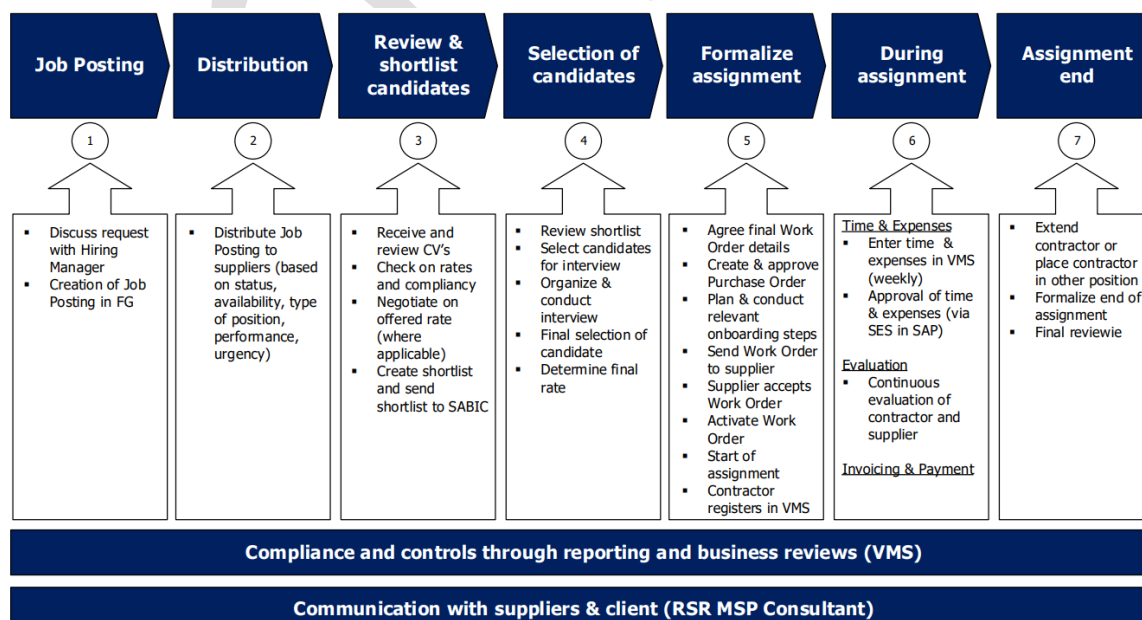
ANNEX 1 – MSP SOURCING SERVICES AND SUPPLIER LABOUR SERVICES

Sourcing Services

Functional Flow:



Process description:



Labour Services

Supplier Obligations

In its performance of Labour Services for Participant, Supplier shall comply with the provisions of this Agreement and without limitation, shall also:

- o inform MSP if any Supplier contact information relevant for MSP and Participant has changed and shall share updated information as soon as possible.
- o confirms and warrants that it owns or has obtained valid licenses of all intellectual property rights and other licenses, consents, permits, approvals and authorities which are necessary for the performance of any of its obligations under this Agreement.
- o be required to enter into a contractor access agreement (licence agreement) with the provider of the VMS (**VMS-CAA**) through a digital access process;
- o Undertakes to use and procure that the Interim Professionals use the VMS as directed by MSP and that hours/ expenses are written on time, needed for invoicing and administrative purposes in accordance with this Agreement .
- o Communicate with MSP and not Participant at all times unless otherwise agreed with MSP.
- o Supplier will complete and return satisfaction surveys as sent to Supplier from time to time.
- o Supplier will represent Participant to the market in an appropriate and informed way and shall not do anything to damage Participant or MSP's reputation.
- o Supplier will manage the expectations of MSP, Participant and all Candidates throughout each stage of the recruitment process to ensure all relevant information is shared and realistic expectations over timescales and process are set.

Implementation

- o Through the placement of a Request in the VMS by a Participant, the Request becomes visible to MSP and the Supplier in the VMS, enabling the Supplier to respond with the proposal of a suitable Candidate to MSP. Participant/MSP has the right to withdraw a Request at any time without being liable to pay compensation to Supplier.
- o As soon as possible, in any case before close date as mentioned in the Request, Supplier will propose one or more Candidates (with a maximum of three Candidates per Request) to perform the work at and for Participant, providing MSP with the documents required for this purpose, as defined in this agreement.. In case Supplier is

not able to offer Candidates for a certain Request, Supplier will decline the Request via the VMS and in all cases provide the reason why no Candidates can be offered.

- o Supplier guarantees that all (100%) offered Candidates are available for a selection interview for at least five workdays, following the date of receipt of the CV.
- o Supplier ensures that 100% of the selected Candidates can start their work at Participant on the workday (date) that is determined in the Request, unless MSP/Participant explicitly agrees to another starting date which is included in the Work Order.
- o If MSP believes that a Candidate meets the criteria described by Participant in the Request, MSP can place the Candidate on a shortlist. If necessary MSP will then open negotiations with the Supplier on the rates at which Candidate is offered by Supplier. MSP can propose the Candidate for final selection by the Participant, possibly together with other Candidates (including Candidates from other Suppliers).
- o If Participant selects the proposed Candidate from the shortlist, Supplier will make the proposed Candidate available to the Participant via MSP. Whenever justified by interview (with Participant), or benchmark results, MSP can open final negotiations. This is entirely at the discretion of MSP, always in compliance with this Agreement.
- o The Supplier's Work Order to MSP for the provision of the Interim Professional is finalised when MSP has received a Work Order from the Participant, has recorded this Work Order in the VMS and has received the required documents, as provided for in this Article, after which the Supplier makes the Candidate available to MSP for the performance of work at and for the Participant. The Interim Professional performs the work under the responsibility and strict management and supervision of the Participant, on the conditions laid down in this agreement between MSP and Supplier, if the following requirements are met:
 - o Before the work commences, Supplier provides MSP -where applicable and as far as legally required- with copies of valid documents, within the meaning of the Identification Act, for each Interim Professional to be made available to the Participant, by recording these documents in the VMS. Supplier accepts liability for any financial loss and/or penalties incurred by MSP for the absence of a copy of the relevant proof of identity in the VMS. Supplier indemnifies MSP against all claims relating to and/or based on this, in the broadest sense.
 - o Supplier guarantees that Interim Professionals it provides will have valid proof of identity and ensures that these Candidates can identify themselves to the Participant. The Supplier accepts liability for any financial loss resulting from failure to comply with

the provisions of this paragraph. Supplier indemnifies MSP against all claims relating to and/or based on this, in the broadest sense.

- o Supplier notifies Interim Professionals of the regulations governing working conditions in effect at the Participant before he/she is made available to the Participant. The Supplier accepts liability for any financial loss resulting from failure to comply with the provisions of this paragraph. Supplier indemnifies MSP against all claims relating to and/or based on this, in the broadest sense.
- o Where applicable, Supplier provides MSP with a copy of the valid work permit and if requested by Participant/MSP valid Certificate of Good Conduct (VOG) and/or Declaration of No Objection (VGB), copies of relevant diplomas and certificates of the Interim Professional to be made available, before the work commences, by recording this in the VMS. Supplier shall require the Interim Professional in writing to observe confidentiality in regard to everything which comes to his knowledge or attention during the performance of the activities in the context of the Work Order/assignment and of which he knows or could reasonably suspect that it should be regarded as confidential. Supplier shall ensure that the Interim Professional will immediately sign an additional confidentiality statement at the request of MSP/Participant. If requested by Participant/MSP, Supplier provides MSP a statement signed by the Interim Professional with regard to confidentiality. MSP is not liable for any financial loss and/or penalties incurred by MSP for the absence of a copy of the relevant work permit and/or VOG/VGB in the VMS. Costs for VOG/VGB are borne by Supplier. If the Interim Professional is unable to obtain a VOG/VGB, the Interim Professional is not eligible for the relevant position, and MSP is allowed to terminate the Work Order immediately without any notice period. Participant rarely requests a VOG/VGB. Supplier indemnifies MSP against all claims relating to and/or based on this, in the broadest sense.

Service Level Agreement/KPI

- o Supplier shall meet or exceed any service levels and/or KPI's as required from time to time by MSP and Participant, as - by then - described in Annex 2 of this Agreement.

Guarantee

- o Supplier guarantees the Candidate's consent to deployment at the Participant via MSP and to the ultimate termination of the Work Order.
- o If the Interim Professional proves to be insufficiently suitable for the work to be performed or is unable to perform it due to illness or other circumstances, MSP reserves the right to cancel the Work Order with immediate effect. If requested,

Supplier will offer a suitable and available Candidate as a replacement, who is acceptable to MSP and the Participant.

- o MSP will not be liable for any direct or indirect financial loss arising from the fact that a Candidate and/or Interim Professional is unsuitable or unable to perform the work within the meaning of paragraph section.

Source and submit

- o Supplier will not send any speculative or unsolicited CVs to either MSP or Participant and Supplier shall not be entitled to a Fee in respect of a Candidate whose details were submitted in this way.
- o Supplier will submit Candidates to MSP using the VMS where applicable.
- o Supplier will submit all CVs and Candidate details electronically in a format required by MSP unless otherwise agreed (which agreement will only occur in exceptional circumstances).
- o Supplier will comply to submitting Candidates as soon as a Request has been received and before any closing date.
- o In the event that Supplier is unable or unwilling to search for Candidates to be submitted to the Request Supplier will notify MSP within 1 workday of receipt of Request with a withdrawal notification for that Request.
- o Supplier shall only submit Candidates who have the relevant qualifications and level of skills required for the fulfilment of the Request and which are appropriately trained and experienced and otherwise suitable for delivering the work.
- o For all Candidates that Supplier introduces (and therefore also for all Interim Professional supplied), Supplier warrants that it:
 - complied fully with its obligations under all applicable laws and regulations in case an Work Order is concluded;
 - carried out an appropriate background screening on the Candidate ensuring essential criteria have been assessed;
 - ensured that the Candidate has the right to perform the work described in the Request and collected all required documentation in this regard;
 - complied to complete additional Candidate information in the VMS relevant for that Request;

- used reasonable best endeavours to ensure that all information it provides in relation to any Candidate is true, accurate and not misleading; and
 - gained the Candidate's consent for submission to MSP and Participant in response to the particular Request.
 - fully brief all Candidates on Participant, the vacancy they are applying for and obtain such Candidate's express consent to the submission by Supplier of their CV (or if no CV, their personal data) prior to sending their CV.
- o Supplier will only deliver Interim Professional who have the right to work in the territory stipulated in the Work Order and it shall comply with all laws and regulations applicable to the Work Order, especially the ones regarding the reporting of labour movements, concealed employment and the employment of foreign workers.
 - o Supplier shall treat all Candidates and Interim Professional with respect and irrespective of their age, sex, marital status, sexuality, religion, religious belief, colour, race, ethnic or national origin or any disability which they may have and must not bully, harass or otherwise unlawfully discriminate against any such persons.
 - o Supplier will ensure that accessibility to applying and subsequently interviewing in connection with any Request is fair and equal and no discriminatory practices are in place. Furthermore Supplier shall ensure that the application process is one that is available to all Candidates at all stages of the process.
 - o Supplier respects the exclusive right or the preferential status of other Suppliers at Participant and shall refrain from any conduct that is contrary to this.

Interview Development

- o Upon Participant request MSP and Supplier will arrange for the Candidate to attend an interview with Participant.

Work Order Management

- o The selection of each Interim Professional and the conclusion of each Work Order is subject to Participant's review and approval (which may be performed by MSP).
- o Supplier agrees to supply the Interim Professional according to the details stipulated in the Work Order by accepting the Work Order in the VMS system, if applicable.
- o Supplier will ensure Candidate data is being kept valid and up to date.
- o Before commencement of the Purchase Contract, Supplier will complete the dossier of Interim Professionals in order to have carried out all checks/screening before the assignment.

- o MSP has the right to cancel this Agreement and/or any Work Orders by giving written notice sent by registered mail, without the intervention of a court, if the Supplier is in default. This will be the case if the Supplier continues to default on any of its obligations under this agreement, the Annexes and/or the Work Orders arising from them following written notice of default addressed to the Supplier, setting a reasonable term within which the Supplier still has an opportunity to comply with its obligations correctly (unless compliance is no longer possible, in which case the Supplier is immediately deemed to be in default, without the intervention of a court).

Time Writing

- o If applicable, Supplier shall ensure that all Interim Professional are fully briefed on how to use the VMS to enter time worked.
- o Supplier shall and shall procure that all Interim Professional shall enter all information required for calculation of the fee onto the VMS or any paper based system required by Participant and/or MSP.
- o Information must be entered as instructed at the end of each week. Participant has clear guidelines with regard to registering hours in time: by Friday before 10:00, Interim Professionals must have booked/confirmed their hours for that week.
- o Supplier shall be paid only for the hours/days that the Interim Professional has worked and which are properly authorized by a representative of Participant through the VMS or other appropriate way.

Off boarding

- o Supplier will ensure all Participant's property (including without limitation access badge, laptop, materials and documentation) used by Interim Professional during the assignment are handed back to Participant as part of the off boarding process.

Employment

- o During the term of this Agreement and for a period of 12 months following the termination of the Agreement, neither Party may enter into an employment contract or partnership of any kind with any of the other Party's employees (not meaning Interim Professionals, for which employees special conditions as mentioned in this Agreement applies) involved in the implementation of this agreement, either directly or via and/or for third parties, without the other Party's explicit prior written consent.

Obligations of Participant

In respect of each Request Participant will via MSP provide:

- a job specification where appropriate for each Request to be registered with Supplier;
- instructions regarding which CV/Candidate information and documentation (and the format thereof) is required, including but not limited to the following:
 - o essential information to be supplied on/with every CV;
 - o pre-screening criteria for all CVs;
 - o appropriate number of CVs;
 - o timescales/time limits for receiving CVs;
- if applicable, the relevant information to determine the relevant elements of the Participant remuneration scheme/CLA.
- information on the relevant part of Participant organisation for the particular Request.
- information on the recruitment needs of the relevant part of Participant organisation;
- give feedback on why Candidates were rejected post interview;
- give sufficient management and supervision to the Interim Professional in relation to the performance of its work based on the relevant Purchase Contract/Work Order;
- create safe working surroundings and good working conditions in line with Article 7:658 and other relevant legislation , e.g. the 'Arbeidsomstandighedenwet').

Where business volumes warrant this, MSP will aim to meet with Supplier in order to review the success and quality of the working relationship with Supplier.

Annex 2 – supplier kpi's/service levels

Participants and/or MSP will evaluate the performance of all suppliers regularly. The key performance indicators used for performance measurement are presented in the scorecard below. Targets have been set for applicable value add categories. The weighted value will be used to measure the overall score. The overall score will be used for mutual comparison with other suppliers.

In 100% of cases, an improvement proposal will be initiated by Supplier within five (5) workdays if a KPI/Service Level is not achieved. A sub-standard KPI is rectified and brought back to the agreed standard within three (3) weeks.

Participant/MSP has the right to demote or promote the supplier status, based on the relative performance of the supplier based on the scorecard as mentioned below.

A scorecard will be presented on regular base. Necessary improvements will be discussed in a face-to-face meeting.

Targets and KPI's/SLA's might be changed. This will be communicated upfront.

Supplier Scorecard

Supplier	Value add category	Performance data			Score	Comments
		Targets	Actual	Weighted value		
Delivery	Time to submit	na		0%		days
	Number of jobpostings responded	na		0%		x of x submitted job postings
	Average submitted candidates	na		0%		
	Filling ratio	> 10%		40%		x of x submitted job postings
	Rate Compliance	100%		10%		
Quality	Contractors performance, % low performers	< 5%		10%		x of x evaluated
	Contractors performance, % high performers	> 25%		15%		x of x evaluated
	Contractors performance, continuity	< 2%		5%		x unwanted leave
	Value add according to Business	> 7		10%		x ratings
	Value add according to Randstad Sourceright	> 7		10%		x ratings

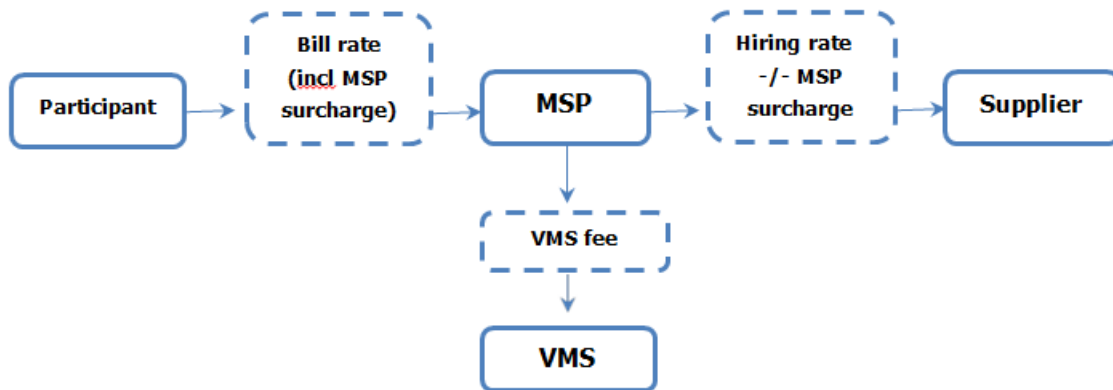
At all times (100% of the cases) Supplier guarantees that:

- all dossiers of Interim Professionals meet the requirements stipulated by the applicable laws and regulations, as well as this Supplier Agreement at the start of Interim Professional's work at Participant, as well as during the total Work Order period (including extensions)
- all (100%) offered Candidates are available for a selection interview for at least five workdays, following the date of receipt of the CV.
- that 100% of the selected Candidates can start their work at Participant on the workday (date) that is determined in the Request, unless Participant/MSP explicitly agrees to another starting date which is included in the Work Order.

Annex 3 – supplier Commercial CONDITIONS (pricing / methodology)

3.1 Methodology and MSP Surcharges

The MSP program is based on a Supplier funded model.



New hires (Regular Interim Professionals starting after go live MSP Program)

MSP will provide the maximum Hiring rate for Interim Professionals per function, based on TarievenTool Guideline rates from Participant. Guideline rates are hourly rates inclusive of all cost of wages, margin per hour, charges, travel costs and training costs. No overtime for these segments. All rates are excluded VAT. Suppliers will be obliged to calculate a discount on this Hiring rate, which discount will be equal to the amount of the applicable MSP surcharge, leading to the Supplier bill rate. to be invoiced by Supplier to MSP via self-billing.

Hiring rate – MSP surcharge (€ 1,84 per hour) = Supplier bill rate.

For example (Regular new hire Interim Professional):

Hiring rate:	€ 50,00
MSP Surcharge:	€ 1,84
	----- -/-
Supplier bill rate:	€ 49,34

New hires (Pre-identified Interim Professionals starting after go live MSP Program)

In limited number of cases a Candidate will submitted by Participant (Pre-identified candidate). In that case, the following shall apply:

MSP will provide the maximum Hiring rate for Interim Professionals per function, based on TarievenTool Guideline rates from Participant. Guideline rates are hourly rates inclusive of all cost of wages, margin per hour, charges, travel costs and training costs. No overtime for these segments. All rates are excluded VAT. Suppliers will be obliged to calculate a discount on this Hiring rate, which discount will be equal to the amount of the applicable MSP surcharge, leading to the Supplier bill rate. to be invoiced by Supplier to MSP by self-billing.

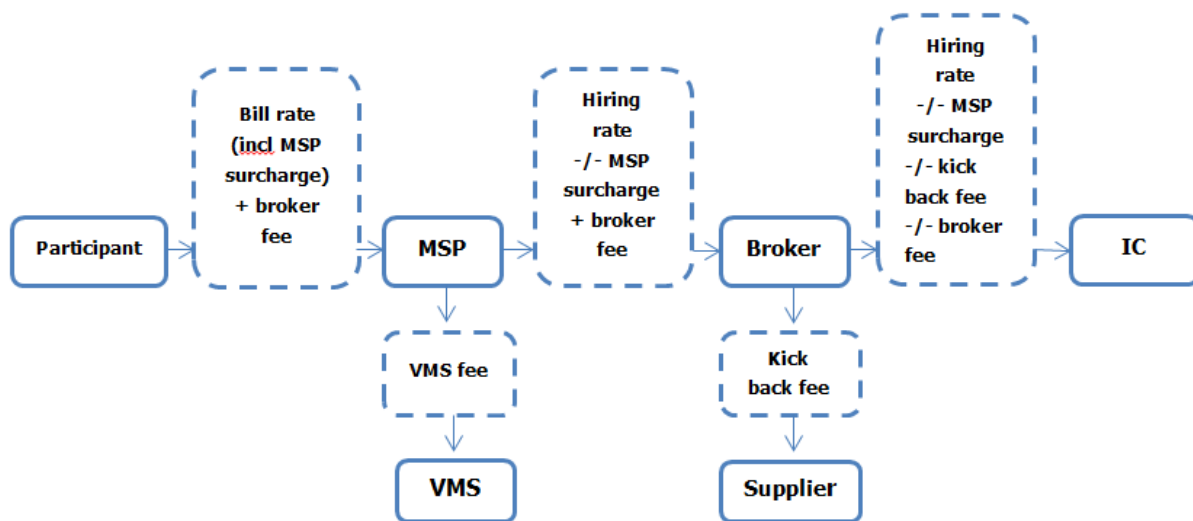
Hiring rate – MSP surcharge (€ 0,66 per hour) = Supplier bill rate.

For example (Pre-identified new hire Interim Professional):

Hiring rate:	€ 50,00
MSP Surcharge:	€ 0,66
	----- -/-
Supplier bill rate:	€ 49,34

If the (regular or pre-identified) Interim Professional is deployed for more than one year, the Supplier bill rate is reduced by five percent (5%) by default.

New hires (Independent Contractors (IC) introduced by Supplier after go live MSP Program)



MSP will provide the maximum Hiring rate per function (no difference between maximum Hiring rate Independent Contractor and Interim Professional), based on TarievenTool Guideline rates from Participant. In case of an Independent Contractor Guideline rates are hourly rates inclusive of all costs, margin per hour (kick back fee), charges, travel costs and training costs. No overtime for these segments. All rates are excluded VAT. Suppliers will be obliged to calculate a discount on this Hiring rate, which discount will be equal to the amount of the applicable MSP surcharge, leading to the Supplier bill rate. to be invoiced by Supplier to MSP by self-billing.

Independent Contractors via broker: Supplier agrees that all Independent Contractors shall be contracted via the Participant's appointed broker YEM (Supplier will not be part of the contractual hiring chain). YEM will pay Supplier a hourly fee as a kick back fee based on the hours actually worked by the Independent Contractor, for the recruitment activities carried out by Supplier for the period of time as agreed upon between YEM and Supplier. Broker fee will be paid by Participant.

Hiring rate – MSP surcharge (€ 1,69 per hour) – Kick back fee = Independent Contractor rate

For example (New hire Independent Contractor):

Bill rate + broker fee	€ 51,50
broker fee	€ 1,50
	----- -/-
Hiring rate:	€ 50,00
MSP Surcharge:	€ 1,69
	----- -/-
Broker bill rate:	€ 48,31
*Kick back fee Suppliers	€ 5,00
	----- -/-
Independent Contractor rate	€ 43,31

* Please be aware that the Kick back fee supplier is a fictional figure.

Installed base (Interim Professionals currently working at Participant)

Suppliers will be obliged to calculate a discount on their current Supplier bill rate, which discount will be equal to the amount of the applicable MSP surcharge, on the basis of which the Supplier bill rate will be determined.

Current Supplier bill rate – MSP surcharge (€ 0,66 per hour) = Supplier bill rate.

For example (Installed base Interim Professional):

Current Supplier bill rate:	€ 50,00
MSP Surcharge:	€ 0,66
	----- -/-
Supplier bill rate:	€ 49,34

If the Installed base Interim Professional is deployed for more than one year (after go-live MSP), the Supplier bill rate is reduced by five percent (5%) by default.

Installed base (Independent Contractor currently working at Participant)

Supplier agrees that all Independent Contractors shall be contracted directly via the Participant's appointed broker YEM (no other Supplier will not be part of the contractual hiring chain). YEM will pay the Supplier that originally introduced the Independent Contractor, a hourly fee as a kick back fee based on the hours actually worked by the Independent Contractor for the recruitment activities carried out by this Supplier for the period of time as agreed upon between YEM and Supplier. Broker fee will be paid by Participant, MSP surcharge will be deducted from the kick back fee

Hiring rate – MSP surcharge (€ 1,69 per hour) – Kick back fee = Independent Contractor rate

For example (Installed base Independent Contractor):

situation	Current situation		New
Bill rate + MV fee	€ 55,00	Hiring rate	€ 50,00
*MV fee	€ 5,00	Broker fee	€ 1,50
	----- -/-		----- +/-
Hiring rate	€ 50,00	Bill rate	€ 51,50
MSP Surcharge:	€ --,--	MSP Surcharge	€ 1,69
	----- -/-		----- -/-
	€ 50,00	Broker bill rate	€ 49,81
		Broker fee	€ 1,50
* MV fee	€ 5,00	*Kick back fee Supplier	€ 3,31
	----- -/-		----- -/-
Indep. Contractor rate	€ 45,00	Indep. Contractor rate	€ 45,00

* Please be aware that the MV fee and the Kick back fee supplier are fictional figures

3.2 Supplier Commercials

- Expenses
 - Expenses may only be claimed if they have specifically been agreed in advance by Participant and such agreement is set out in the applicable Work Order
 - All expenses should have supporting documentation attached to the claim (e.g. copies of receipts or Participant's approval for expenses)

For Supplier's information, the payment terms agreed between MSP and Participant are 45 days after invoice date. MSP will pay Supplier within 5 days of receipt of payment by Participant in accordance with Article 3 of this Agreement.

3.3 Commercial Conditions

- Independent Contractors via broker: Supplier agrees that all Independent Contractors will be contracted via the Participant's appointed broker YEM. YEM will pay Supplier a hourly fee as a kick back fee based on the hours actually worked by an Independent Contractor for the recruitment activities carried out by Supplier for the period of time as agreed upon between YEM and Supplier.
- Overtime is included in the Hiring rate.
- Supplier promotion/demotion: Participant or MSP has the right to demote or promote the Supplier to preferred or non-preferred supplier based on the relative performance of the supplier.
- Participant will (via MSP) strive to inform Supplier before the start of the assignment whether there is an intention to take over the Interim Professional. If this intention is clear before the start of the assignment, Participant will (via MSP) inform Supplier before the start of the assignment about this intention. Primarily, the Services entail to provide Interim professionals on an interim basis.
- Participant has, as an exception to this rule, the possibility to take on/over an Interim Professional from Supplier to be employed directly at/by Participant. In such a case, Participant pays Supplier via MSP a compensation. To calculate the maximum compensation, the following formula applies:

$$((1600 - \text{hours worked at Participant}) / 1600) * 20\% \text{ of the gross annual salary including holiday allowance and excluding bonuses and/or excluding all possible other additions.}$$

After 1600 hours worked at Participant, Participant can employ the Interim Professional without paying a takeover fee (compensation).

- Supplier will not impose a non-compete clause, a non-solicitation clause or any other similar stipulation on Interim Professionals and will nullify any agreements already entered into with External employees. Supplier guarantees that Interim Professionals are not bound by such a stipulation.
- Supplier will not actively recruit assignments within Participant, apart from the assignments provided via MSP within the context of this Supplier Agreement.

- Costs for general training that is required to fulfil the vacancy is borne by Supplier (both the time and costs involved). These costs may not be passed on to Participant/MSP. Participant specific training costs that is not specifically required for the initial assignment can be charged (nett) to Participant via MSP after approval (in advance) by Participant.
- Supplier guarantees that all hours related costs as well as other costs have been invoiced within 1 month after ending of period to be invoiced. Any disputed costs not invoiced, has to be finalized within 3 months after period to be invoiced.
- If requested by MSP/Participant, the (Candidate) Interim Professional must be able to provide references. Supplier coordinates and monitors the process.
- If Participant decides to settle one-off amounts, Supplier will use the free space of the "Werkkostenregeling", in case the related invoice will be net.

Annex 4 – Participants Affiliates in The Netherlands

Country/Countries	The Netherlands	
Participants Affiliate(s)	Entity	
	SABIC PETROCHEMICALS B.V.	
	SABIC Capital B.V.	
	SABIC Innovative Plastics B.V.	

Annex 5 – overview of Personal Data:

Personal data that will be processed in the scope of the Service Agreement and the purposes for which these data will be processed

Candidates:

Suppliers submit Candidates on a Request. For these Candidates the following data will be registered:

- CV (besides name, education and work experience the CV can contain additional relevant information, etc.). MSP has no control over the content of the CV.
- Diplomas and certificates
- References
- Rate
- Salary indication
- Type of labour relationship (employment contract, Independent Contractor)
- Availability (start- and/or end date, hours/week)
- Candidate available for permanent contract: Yes/No (if applicable)
- Submitted to other Participants Job Postings: Yes/No
- Company name Sub Contractor (if applicable)
- Comments (free field for Supplier to give additional relevant information)

Interim Professionals:

- Name
- Address
- Residence
- Date of birth
- BSN number
- Nationality
- VGA/VGB
- Confidentiality Agreement
- Telephone number
- ID type and number
- ID validity date
- Copy Work permit and copy ID (if necessary)
- Copy Residence permit (if necessary)
- Visa (if necessary)
- "A1 declaration" (if necessary)
- CV (education, work experience, relevant additional info)
- Rate
- Candidate available for permanent contract: Yes/No (if applicable)
- Company name Sub Contractor (if applicable)
- Worked hours
- Work order start- and end date

- Salary indication (in case of potential permanent contract)
- Type of labour relationship (employment contract, freelancer)
- Reason close worker/work order
- Worker Performance

TO VIEW

Annex 6 – Participant Policies

- SABIC Environmental, Health, Safety and Security (EHSS) Policy
- SABIC Supplier Code of Conduct

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