

## **NOURYON HIRING CONDITIONS FOR INDEPENDENT PROFESSIONALS, VERSION 1**

### **1. General**

- 1.1 These hiring conditions (**Hiring Conditions**) apply to every deployment of an independent professional at Nouryon Chemicals B.V. (**Nouryon**). The Hiring Conditions form an integral part of the independent professional brokerage contract (the **Brokerage Contract**) and any ensuing assignment (the **Contract Confirmation**) concluded between Staffing Management Services BV (**Staffing**) and the independent professional (**Contractor**) in the context of an assignment at Nouryon.
- 1.2 If there is any discrepancy between the provisions in the documents mentioned below, the provisions in the said documents will take priority in the following order: (i) the Contract Confirmation (ii) the Hiring Conditions and (iii) the Brokerage Contract (collectively the **Contract Documentation**).
- 1.3 By signing the Contract Documentation, the Contractor confirms that he/she has received, read, understood and will comply with the conditions and guidelines applicable within Nouryon. The Contractor agrees to comply with any current health and safety rules applicable at the Nouryon site. To the extent that these Hiring Conditions do not depart from or mention the provisions in the following conditions and guidelines, these will, in addition, form part of the Contract Documentation:
- (i) Invoice Requirements;
  - (ii) Nouryon Business Partner Code of Conduct;
  - (iii) the Non-Disclosure Statement.

The above-mentioned documents can be viewed and downloaded at any time via the Contractor's profile on Nouryon's hiring desk, at [www.hiringdesk.nouryon.com](http://www.hiringdesk.nouryon.com).

### **2. Requirements prior to the start of an assignment**

- 2.1 In addition to clause 2.4 of the Brokerage Contract, if the Contractor qualifies as a foreign national within the meaning of the (Dutch) Aliens Act 2000, the Contractor will hold the requisite permits in order to perform the work for Nouryon for the duration of the Contract Confirmation. The Contractor must notify Staffing immediately if the permits are no longer valid. Staffing is also entitled to terminate the Contract Confirmation with immediate effect if the Contractor is not in possession of the requisite permit(s), without being due any compensation for this to the Contractor.
- 2.2 Notwithstanding clause 2.5 of the Brokerage Contract, the Contractor must supply a (Dutch) Good Conduct Certificate (*Verklaring omtrent gedrag (VOG)*) to Nouryon, when first asked to do so by Staffing and if this is evident from the request from Nouryon. Otherwise, clause 2.5 of the Brokerage Contract remains in full force and effect.
- 2.3 Prior to the start of any work, the Contractor will cooperate with Staffing to confirm his/her identity via Checked ID. In addition, the Contractor must identify himself/herself to the hiring manager at Nouryon when the work starts, by showing valid proof of identity.

### **3. Rates**

- 3.1 The agreed rate in the Contract Confirmation is based upon an all-in hourly rate which also includes commuting costs, accommodation costs and any other ancillary expenses (including Staffing's MSP Fee). Rates are always expressed in euros and exclude any VAT. Any ancillary expenses such as travel and accommodation expenses are only refunded if they are necessary, reasonable and approved in advance by Nouryon. The Contractor must include any extra expenses (including the type, the reason for the expenses, the total amount and a description of them) on the invoice as a separate cost entry, including

evidence such as a receipt or voucher. Also, when first asked to do so by Staffing, the Contractor must supply additional documents to confirm these extra expenses for the Contractor. If the Contractor fails to comply with the provisions in this clause 3.1, Staffing and by extension Nouryon will not be obliged to refund the ancillary expenses.

- 3.2 The Contractor must pay an MSP Fee to Staffing for contract management and invoicing and, so far as applicable, for sourcing activities undertaken by Staffing for the Contractor and Nouryon. The amount of the MSP Fee is recorded in the Contract Confirmation.
- 3.3 The agreed rate included in the Contract Confirmation is fixed for the duration of the Contract Confirmation and any extension thereof. Rates are not subject to indexation.

#### **4. Invoicing and payment**

- 4.1 The Contractor must record the hours he/she has actually worked in Staffing's time-recording system. The Contractor must record these hours weekly, immediately after the end of the working week and no later than at the latest seven days after the end of that working week.
- 4.2 The Contractor must ensure that the responsible individual at Nouryon approves the hours worked. Payment is only made for hours actually worked. When first asked to do so by Staffing, the Contractor must provide additional documents to confirm that the Contractor actually worked the hours in question. The Contractor accepts full financial responsibility and risk for the non-availability of work, for whatever reason.
- 4.3 If Nouryon rejects the recorded hours, the Contractor will be notified of the reason for the rejection. If the Contractor does not challenge the rejection, he/she must immediately submit an adjusted time record to Nouryon for approval. If the Contractor disagrees with the rejection by Nouryon, he/she will enter into discussions with Nouryon and resolve the dispute in good faith.
- 4.4 Invoicing occurs after the end of each calendar month in accordance with the Invoice Requirements. Staffing must ensure that the Contractor receives an invoice after the end of each calendar month on the basis of "reversed billing", invoicing the hours approved by Nouryon.
- 4.5 Staffing will pay invoices to the Contractor within 30 days after the invoice date, provided that they comply with the conditions set out in this clause.
- 4.6 Staffing is entitled to suspend payment of an invoice if:
  - (i) the Contractor has not agreed the relevant Contract Confirmation online; or
  - (ii) the services provided by the Contractor did not comply with what is set out in the Contract Documentation.
- 4.7 The Contractor has no right to suspend or terminate his/her performance due to Staffing exceeding any payment term or not paying any invoice on the basis of a suspected material inaccuracy of that invoice or defect in the invoiced work. Nor is the Contractor entitled to proceed with any offset.
- 4.8 Staffing will charge the Contractor each month for the MSP Fee that is due to it by the Contractor. The payment term for invoices in the context of the MSP Fee is equal to the payment term for the Contractor's invoice under the Contract Confirmation in force at that point. Payment of the MSP Fee due by the Contractor to Staffing will be by way of offset. Staffing will offset the MSP Fee due by the Contractor against the payment that Staffing is due to the Contractor under the Contract Confirmation.

## **5. Termination or premature termination**

- 5.1 Notwithstanding clause 5.1 of the Brokerage Contract, the notice period is 10 calendar days for Staffing and 5 weeks for the Contractor.
- 5.2 After the Contract Confirmation comes to an end, the Contractor must immediately return to Nouryon all data, materials, results and other company property belonging to Nouryon.

## **6. Liability**

- 6.1 If the Contractor fails to comply with one or more of his/her obligations, Staffing will issue a written notice of default including a reasonable period for resumed compliance unless compliance is permanently impossible, in which case the Contractor will be in default immediately.
- 6.2 Notwithstanding the provisions in clauses 9.1.1 and 9.1.2 of the Brokerage Contract, the Contractor's liability is limited to a sum of EUR 1,000,000 per event, whereby a series of associated events is deemed to be a single event, and to a maximum of EUR 2,000,000 per annum.
- 6.3 If the Contractor is liable in terms of this clause 6, Staffing is entitled to offset the proportion for which the Contractor is liable to Staffing against any payment that Staffing is still due to the Contractor under the Contract Confirmation.

## **7. Insurance**

- 7.1 The Contractor must have taken out at least the following insurance policies, for the insured amounts mentioned, at the start of the Contract Confirmation, during its term and for a period of one year after the end of the Contract Confirmation, and must supply Staffing with copies of the policies when first asked to do so:
  - (i) a general (business) liability insurance policy covering damage such as physical injury and property damage, with a minimum cover of EUR 1,000,000 per event and a maximum of EUR 2,000,000 per annum; and
  - (ii) a professional liability insurance policy with the coverage of at least EUR 1,000,000 per event and subject to a maximum of EUR 2,000,000 per annum.

## **8. Intellectual property rights**

- 8.1 All IP rights that are created or will be created at any time or anywhere in the performance of the work stemming from the Contract Confirmation (being rights to the results of the services provided or to material developed by the Contractor) accrue to Nouryon. In addition, all rights, titles and/or interests in relation to all inventions, inventions, improvements, machines, devices, designs, documents, processes, products, software, treatments, formulae, mixtures and/or compounds, whether qualifying for a patent or not, as well as all patent rights, patent applications and associated copyrights (the **Inventions**) made, conceived or developed by the Contractor in connection with performing the Contract Confirmation accrue to Nouryon.
- 8.2 The Contractor warrants that he/she will transfer to Nouryon the IP rights to the results of services provided or material developed and all rights, titles and interests in relation to the Inventions. Where necessary, the Contractor hereby transfers the rights mentioned above under the Contract Confirmation to Staffing, the transfer which is accepted by Staffing on behalf of Nouryon immediately after these rights come into existence. To the extent that a further deed may be required for the transfer specified in this clause, the Contractor will cooperate fully in this when first asked to do so by Staffing and/or Nouryon. The Contractor must also lend every cooperation, when first asked to do so by Staffing and/or Nouryon, towards obtaining patent rights to the Inventions in all countries, with the objective that any patent applications will be awarded to Nouryon within one year after completion of the Invention or Inventions.

- 8.3 If the results of the services provided to Nouryon are achieved fully or partly by using existing IP rights that do not belong to Nouryon, the Contractor hereby grants an irrevocable and indefinite right of use, free of charge, to Nouryon so that Nouryon can use the results of the services it has received.
- 8.4 The obligations incumbent on the Contractor in terms of this clause 8 will remain in full force and effect after completion, termination, lapse or cancellation of the Contract Confirmation.
- 8.5 The Contractor indemnifies Staffing and Nouryon in respect of all third-party claims stemming from any (alleged) infringement of the rights detailed in clause 8.1 and must pay all costs and damages directly or indirectly consequent upon that (alleged) infringement, including the costs of legal assistance.

## **9. Extension**

- 9.1 Staffing may extend an Contract Confirmation at any time, on the same conditions.

## **10. Non-billable days**

- 10.1 The Contractor may not work on days when Nouryon's offices are closed. These days are deemed to be non-billable days and the Contractor will not be paid for hours worked on these days.

## **11. Obligation to obtain a result**

- 11.1 If the Contract Confirmation contains an obligation to obtain a result, where the Contractor must produce a specific result by a specific deadline, Nouryon is entitled to inspect what the Contractor produces and check whether it complies with what has been agreed in the Contract Confirmation. If the result does not comply with the Contract Confirmation, Nouryon and by extension Staffing will be entitled, at their respective discretions, (i) to claim back from the Contractor any sums already paid or, if no payment has yet been made, to demand a credit note, or (ii) to have the work performed by a third party at the Contractor's expense. The Contractor must lend his/her cooperation to this. The Contractor will then also be obliged to pay the (additional or other) costs that arise for Staffing.
- 11.2 In addition to the provisions in clause 11.1 of these Hiring Conditions, if the work is not done or not done in time or fully, in cases where there is an obligation to obtain a result, the Contractor will be in default without further notice. In such cases, Staffing is authorised to cancel the Contract Confirmation with immediate effect by way of a written notification to the Contractor.
- 11.3 If Nouryon opts to retain the result provided by the Contractor, even though it does not conform to the Contract Confirmation, the Contractor must refund to Staffing part of the payment for his/her work under Contract Confirmation or must issue a credit note in respect of that part. The Parties will negotiate this amicably.
- 11.4 The Contractor indemnifies Staffing in respect of all costs, losses, damages and expenditure incurred by Nouryon as the direct result of the Contractor's failure to provide the result specified in the Contract Confirmation. If Staffing exercises its rights under this clause 11, doing so will not restrict any rights that Staffing has under the Order Documentation or applicable legislation.

## **12. Notices in publications**

- 12.1 In addition to the provisions in clause 10.2 of the Brokerage Contract, the Contractor will not publish any notices mentioning Nouryon, nor use Nouryon's logo, in any publication, including advertising publications, without having obtained prior written consent to do so from Staffing or Nouryon.

### **13. Force majeure**

- 13.1 Neither of the Parties will be obliged to fulfil any obligation under the Contract Documentation if it is prevented from doing so by force majeure. In these Hiring Conditions, "force majeure" means war (declared or not), a national emergency, inability to secure the requisite transportation, materials, inventories, fuel or power supply, fire, inundation, storm or other Act of God, strike, lock-out or other labour dispute or an order or act by a government authority, whether foreign, domestic or local and whether valid or invalid.
- 13.2 The Contractor will continue to perform the work to the best of his/her ability in a force majeure situation. If there is an obligation to obtain a result and if the Contractor is unable to deliver in accordance with the agreed timetable, the Parties will amicably agree a revision of the timetable, taking account of delays caused by the force majeure situation.
- 13.3 The Contractor hereby confirms that he/she will not call for any adjustment of his/her rate in the event of force majeure. If the force majeure situation persists for more than 10 days or might reasonably be expected to do so, Staffing will be entitled to terminate the Contract Confirmation immediately without being due any compensation to the Contractor.

### **14 Invalidity**

- 14.1 If any one or more provisions applicable to the Contract Documentation proves to be null and void or legally invalid, it or they will be deemed no longer to form part of the Contract Documentation and the remaining applicable provisions will continue in full force and effect. The Contractor and Staffing undertake to replace the void provision by another provision that is binding and that deviates as little as possible from the void provision, having regard to the purport and objective of the Contract Documentation.

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