

SCHEDULE A
Contractor Background Verification Certificate
CONFIDENTIAL

(This form is required for all assignments to be submitted to nextSource 48 hours before start date.)

Full Name & Address of Contract Worker:

Peter (First Name) (Middle Name) Dallarosa (Last Name)

Address: 1880 Hoffman Way (Number & Street) Thornton (City) CO, 80229 (State & Zip Code)

Date of Birth: 7 (Month) - 20 (Day) (Do NOT provide Year of Birth)

Contractor Company hereby certifies:

Check One:

☒ A **background check** has been conducted in accordance with the requirements stipulated by Client (BASF Corporation) on the named Contractor above and the results are **satisfactory**.

OR

☐ A **background check** has been conducted in accordance with the requirements stipulated by Client (BASF Corporation) on the named Contractor above and the following **potential problems** were found:
(Please describe in the space provided below the potential problems found)

These potential problems have been resolved as follows:
(Please describe in the space provided below the resolutions)

TIME TO COMPLETE BACKGROUND CLEARANCE

<u>11.6.14</u>	<u>11.6.14</u>	<u>11.12</u>	<u>3</u>
Date Offer	Date Background	Date Background	# of Business
Accepted	Check Started	Check Completed	Days for
			Background
			Check to Clear

Name of Contractor Company: CM/61

By: [Signature]

Title: Acct Mgr.

Date: 11.20.14

SCHEDULE A1

Substance Abuse Testing Certificate

(This form is required for all assignments to be submitted to nextSource 48 hours before start date.)

Full Name of Contract Worker: Peter Dallarosa

Date of Birth: 7 - 2 (Do NOT provide Year of Birth)
(Month) (Day)

Date of Hire by Contractor (Company): 11.6.14

Contractor Company hereby certifies:

Check one:

☒ A **substance abuse test** has been conducted in accordance with the requirements stipulated by Client (BASF Corporation) on the named Contractor above and the results are **satisfactory**.

OR

☐ A **substance abuse test** and **physical examination** have been conducted in accordance with the requirements stipulated by Client (BASF Corporation) on the named Contractor above and the results are **satisfactory**. The clearance forms are attached.

Name of Contractor Company: CMG

By: [Signature]

Title: Acct Mgr

Date: 11.20.14

SCHEDULE B

AGREEMENT AND WAIVER

In consideration of my assignment to Client by Associate Vendor, I agree that I am solely an employee of Associate Vendor for all purposes including but not limited to benefits plan purposes, and that I am eligible only for such benefits as Associate Vendor may offer to its employees. I further understand and agree that I am not eligible for or entitled to participate in any benefit plan offered by Client, its parents, affiliates, subsidiaries, or successors to any of its direct employees, regardless of the length of my assignment to Client by Associate Vendor and regardless of whether I am held to be a common-law employee of Client for any purpose, and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

Associate Vendor Employee:


Signature

Peter Dallaros
Printed Name

Title

11-06-2014
Date

Witness:


Signature

Tina Krol
Printed Name

Acct Mgr
Title

11-20-14
Date

SCHEDULE C

Temporary Worker Invention and Secrecy Agreement

The undersigned ("Temporary Worker"), as a condition of the Temporary Worker's retention concerning services for BASF Corporation (herein called the "Client"), agrees as follows:

1. Confidential Relationship.

Temporary Worker admits that during Temporary Worker's performance of services related to the Client matters, Temporary Worker may have access to and further may contribute to the Client's Proprietary Information (as hereinafter defined). Temporary Worker shall during and after termination of Temporary Worker's work concerning the Client keep secret and treat confidentially all of the Client's Proprietary Information (as hereinafter defined).

2. Definitions.

A. **Inventions.** The term "Invention(s)" means discoveries, concepts and ideas, whether patentable, patented or not, including but not limited to proprietary or secret processes, trade secrets, methods, designs, programs, formulae and technique, developments, modifications, procedures, methods, adaptations, and applications, as well as improvements thereof or know-how related thereto, with respect to:

1. any past, present or prospective activities concerning the Client with which Temporary Worker is or becomes acquainted as a result of the performance of services by the Temporary Worker concerning the Client; or
2. the use of any Proprietary Information (as hereinafter defined).

B. **Proprietary Information.** The term "Proprietary Information" means information which may be disclosed to the Temporary Worker or which Temporary Worker may learn, observe, discover, develop, or otherwise acquire, during, or as a result of, Temporary Worker's work concerning the Client and which includes, without limitation, any information, whether patentable, patented or not, relating to any existing or contemplated products, inventions, services, technology, concepts, designs, patterns, processes, compounds, formulae, programs, devices, tools, compilations of information, methods, techniques, and including information relating to any research, development, manufacture, purchasing, engineering, know-how, business plans, sales or marketing methods, methods of doing business, customer lists, customer usages or requirements, or supplier information, which is owned or licensed by the Client, or held by the Client in confidence.

3. Rights to Inventions.

With respect to Inventions made by Temporary Worker in whole or in part, or conceived by Temporary Worker alone or with others, Temporary Worker agrees that:

- a) Temporary Worker shall inform the Client promptly and fully of such Inventions by a written report in a form satisfactory to the Client, setting forth in detail the procedures employed and the results achieved and that a report will be submitted by Temporary Worker upon completion of any and all studies or research projects undertaken concerning the Client, whether or not Temporary Worker believes a given project has resulted in an Invention;
- b) Temporary Worker shall apply, at the Client's request and expense, and through the Client, for United States and foreign patents, copyrights, and/or trademarks, for any Inventions either in the name of the Client or otherwise as the Client shall direct in writing;
- c) Temporary Worker shall assign to the Client or otherwise as the Client shall designate in writing, all of Temporary Worker's rights to such Inventions, if any, including but not limited to United States and foreign patents granted upon such Inventions;
- d) Temporary Worker shall assign to the Client or otherwise as the Client shall designate in writing, all of Temporary Worker's rights to copyrights and trade name or trademarks, if any, including but not limited to United States and foreign copyright registrations, trade name and trademark registrations ;
- e) Temporary Worker shall execute all documents reasonably requested by the Client to formally assign any interest that Temporary Worker may have in such Inventions to the Client or otherwise as the Client shall designate in writing; and
- f) Temporary Worker shall execute any other written instrument and shall do any other acts

reasonably requested by the Client to assist the Client or such other party as the Client may designate in writing to perfect or protect any or all of its rights in any Inventions, including but not limited to trade secret, trademark, trade name, copyright and/or patent rights, both United States and foreign.

4. Warranty of Original Development.

Temporary Worker represents and warrants that all services performed concerning the Client and all work products produced concerning the Client will be of original development by Temporary Worker, and will be specifically developed for the Client and will not knowingly infringe upon or violate any patent, copyright, trade secret or other property or proprietary right of any third party.

5. Rights to Work Product.

With respect to all work product which is not an Invention, but which is conceived or produced by Temporary Worker in the performance of the services or with the use or assistance of the Client's facilities, materials, or personnel, Temporary Worker agrees that the Client shall own all rights, title and interest to such work product, and such product shall be considered as a "work for hire" and that Temporary Worker hereby assigns all right title and interest in and to such work product.

6. Protection of Trade Secrets.

Temporary Worker hereby acknowledges that the Inventions and products developed by the Temporary Worker in the performance of services concerning the Client, whether by Temporary Worker or by anyone else associated with Temporary Worker, and the Proprietary Information disclosed to Temporary Worker pursuant to this Agreement, are valuable trade secrets of the Client, and Temporary Worker shall maintain and protect them in the strictest confidence.

7. Nondisclosure and Nonuse of Proprietary Information.

Temporary Worker will not, at any time, disclose to others, use for Temporary Worker's or any third parties benefit, or otherwise appropriate or copy any Proprietary Information, whether or not developed by Temporary Worker, except to the extent required in the performance of Temporary Worker's services concerning for the Client.

8. Adherence to Procedure for Preserving Confidentiality.

Temporary Worker agrees to comply with any and all procedures which the Client may adopt from time to time to preserve the confidentiality of any Proprietary Information, which may include the affixing of a legend on certain materials indicating their confidential nature.

9. Temporary Worker's Policies and Procedures.

Temporary Worker represents and warrants to the Client that Temporary Worker has and will enforce such security policies and procedures as are necessary to protect the confidentiality and unauthorized use of Proprietary Information. A copy of such policies and procedures together with a statement detailing the actions taken to implement them will be transmitted to the Client upon request.

10. Duty Upon Termination.

- a) Upon termination of Temporary Worker's retention concerning the Client for any reason, Temporary Worker agrees to deliver to the Client all Proprietary Information, writings, designs, documents, records, data, memoranda, prototype, sample, computer source code and object code listings, file layouts, record layouts, system design information, models, manuals, documentation, notes, repositories of Proprietary Information and other material of any nature which are in Temporary Worker's possession or control and which contain any Proprietary Information.
- b) Temporary Worker further agrees to retain in the strictest confidence any Proprietary Information Temporary Worker learned, through observation or otherwise, during Temporary Worker's retention by the Client.

11. Right to Injunctive Relief.

Temporary Worker agrees and acknowledges as follows:

- a) Temporary Worker's compliance with the provisions of this Agreement is necessary to preserve and protect the goodwill and proprietary rights of the Client as a going concern and to prevent persons, firms, joint ventures, partnerships, corporations, institutions and enterprises engaged in businesses and activities which are competitive with the businesses and activities conducted or carried on by the Client from obtaining an unfair competitive advantage over the Client;
- b) Any failure by Temporary Worker to comply with the provisions of this Agreement will result in

irreparable and continuing damage to the Client for which there will be no adequate remedy at law; and

- c) In the event that Temporary Worker fails to comply with the provisions of this Agreement, in addition to any other remedies available to it, the Client shall be entitled to, and Temporary Worker hereby consents to the entry without objection of injunctive relief (a court order causing Temporary Worker to comply with this Agreement), and to such other and further relief as may be necessary or appropriate to cause Temporary Worker to comply with Temporary Worker's duties and obligations under this Agreement.

12. Unauthorized Use or Disclosure.

Temporary Worker shall promptly advise the Client orally of, and confirm in writing, any actual or threatened disclosure or use of Proprietary Information which Temporary Worker knows or suspects may not be authorized by the Client.

13. Other Agreements.

Temporary Worker represents, warrants and covenants that Temporary Worker's signing of this Agreement and the performance of Temporary Worker's services hereunder is not and will not knowingly be in violation of any other contract, agreement or understanding to which Temporary Worker is a party.

14. Assignment.

The rights of the Client may be assigned or transferred without Temporary Worker's consent, at the Client's discretion. Neither the rights nor the obligations of Temporary Worker may be assigned without the Client's written consent.

15. Severability.

In case it is determined by a court of competent jurisdiction that any provision of this Agreement is illegal or unenforceable, such determination shall solely affect such provision and shall not impair the remaining provisions of this Agreement.

Witness



Witness' signature

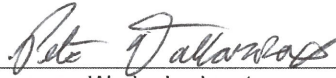
Tina Kool - Acct Mgr.

Witness' name and title (print)

11-20-14

Date

Temporary Worker



Temporary Worker's signature

Peter Dallagrosa

Temporary Worker's name (print)

1800 Hoffman Way

Temporary Worker's address (print)

11-06-2014

Date

SCHEDULE D
RANDOM DRUG AND ALCOHOL SCREENING POLICY

I, Peter Dallarosa (Associate Vendor Employee), do hereby agree to consent to random drug and alcohol testing as part of my temporary assignment at BASF. I understand that BASF could ask me to submit to such testing at any time and I am prepared to comply with any and all requests. I also acknowledge that my refusal to participate in any and all random drug and alcohol testing may result in the termination of my temporary assignment at BASF.

I authorize the Medical Review Officer to release my test results to Peter Dallarosa (Associate Vendor), nextSource and BASF in a confidential manner.

Associate Vendor Employee:

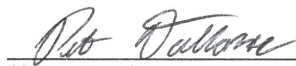

(Signature)

Tina Krol
(Print Name)

Acct Mgr.
(Title)

11-20-14
(Date)

Associate Vendor:


(Signature)

Peter Dallarosa
(Print Name)

(Title)

11-06-2014
(Date)