

EXHIBIT N
BACKGROUND CHECKS FOR SELF EMPLOYED

As described more fully below, Contractor agrees that it will obtain background checks on its employees and agents who perform Services on the premises of Infineum USA L.P. ("Infineum") and that it will also require any parties to whom it subcontracts such work to do the same.

For purposes of this Exhibit, the following definitions and terminology shall apply:

1. "Infineum Premises" shall include any facilities owned, leased, operated, or otherwise controlled by Infineum, joint ventures operated by Infineum, and any other facilities or premises designated by Infineum in writing.
2. "Contract Workers" shall include the employees and agents of Contractor and any parties to whom Contractor subcontracts work and the employees and agents of such subcontractors.
3. "Agreement" refers to the Agreement or Contract, as applicable, to which this Exhibit is attached.

Contractor shall obtain background checks on all Contract Workers performing services prior to their assignment to perform work or services on Infineum Premises unless Infineum, in its sole discretion, has agreed in writing that a background check is not required for a particular individual or category of Contract Worker or Services. In the event of such an agreement, Infineum shall have the right to use alternative measures, including but not limited to requiring appropriate identification, limiting areas to which such Contract Workers have access, or escorting such Contract Workers while in Infineum Premises.

Infineum Annuitant Exception – Infineum annuitants do not require background checks.

To the extent permitted by applicable law, the background check for any Contract Workers performing services must include a criminal record check of federal, state and county (or its equivalent) records for felony or misdemeanor convictions, deferred adjudications, or no contest pleas (hereinafter "Conviction Record") in all jurisdictions in which the individual has lived or worked during the previous five (5) years. These records must be checked as far back in time as feasible or as permitted by law. Contractor shall be responsible for determining whether a Contract Worker's Conviction Record would be relevant to the services to be performed and shall not assign a Contract Worker whose Conviction Record is deemed relevant. In the event that Contractor desires to assign a Contract Worker with a Conviction Record to perform Services, Contractor shall notify Infineum and shall not assign the Contract Worker unless Infineum agrees in writing to the assignment. In its sole discretion, Infineum may provide guidelines to Contractor regarding certain offenses which shall or may be presumed relevant and others that may not be considered.

The background check must also include a verification of the individual's social security number and employment history for the previous five (5) years. In addition, for any positions in which Contract Workers operate vehicles on Infineum Premises or transport Infineum employees, a motor vehicle records check must be performed. In the event that the motor vehicle check discloses conviction of one or more serious violations, two or more non-serious violations, suspension or revocation of driver's license, a conviction of driving under the influence of alcohol or controlled substances, two or more preventable accidents, conviction of death by vehicle or conviction of hit and run, those violations or convictions shall be considered a basis for not assigning a Contract Worker to perform services involving operation of vehicles on Infineum Premises or transportation of Infineum employees. Where a motor vehicle records check for a Contract Worker contains findings referenced in the previous sentence, and Contractor nonetheless desires to assign such Contract Worker to perform services involving operation of vehicles on Infineum Premises or transportation of Infineum employees, Contractor shall notify Infineum of such findings and shall not assign the Contract Worker unless Infineum agrees in writing to the assignment.

Contractor agrees that it has full responsibility for compliance with all applicable legal requirements regarding privacy rights or the obtaining of background checks and that it will comply with all legal requirements that may apply in the jurisdictions in which the Infineum Premises are located and the background checks are being performed. Contractor also agrees that it has full responsibility for compliance with all legal requirements regarding authorization to work, visas, work permits or any related documentation in any jurisdictions in which Contract Workers are assigned to work and that it will comply with all such legal requirements.

Infineum will make available to Contractor a list of companies or other entities that are generally deemed to be qualified to perform background checks. Contractor is free to identify other companies to perform such checks but must inform Infineum if they are using a company not on the list of companies identified as acceptable. Infineum shall have the right to refuse to rely on checks performed by any company that Infineum, in its sole discretion, deems unacceptable.

Contractor agrees that it will maintain files of background checks obtained and will permit Infineum's representatives to review and audit such files during regular business hours upon Infineum's request.

Contractor further agrees that it has the ongoing duty to periodically update background checks **every two (2) years** and to require Contract Workers to immediately inform Contractor of any felony or misdemeanor conviction, deferred adjudication, or no contest plea arising after the completion or updating of their background check. Upon being informed of a conviction, deferred adjudication, or no contest plea, Contractor will immediately inform Infineum in writing and will discontinue the individual's assignment on Infineum Premises unless Infineum agrees in writing to the continuation of the assignment.

Contractor does **not** need to provide background check updates every two (2) years if they can provide evidence of an active Transportation Worker Identification Credential (TWIC) card when working at either the Bayway Chemical Plant or the Linden Business & Technology Center. TWIC is a common identification credential for all personnel requiring unescorted access to secure areas of MARSEC (Maritime Transportation Security Act)-regulated facilities and vessels.

Contractor agrees that by operation of law or valid agreement with Contract Workers, Contractor has the right to obtain any and all information required under this Agreement and to disclose that information to Infineum as provided in this Agreement or upon Infineum's request.

Upon completion of the screenings, Contractor is required to notify the appropriate Infineum designated representative of the status of the screenings in writing by identifying the employee's name, birth date, and last 4 digits of their Social Security Number and the date the screening was completed. **DO NOT SEND** the screening reports. **If there are extenuating circumstances that prevent you from proceeding with the screenings in that time period, please contact your Infineum designated representative immediately.**

FULL DISCLOSURE FORM

PLEASE PRINT

Full Name _____ SS# _____

Present Address _____
Street City State Zip

List Former Addresses within the last 10 Years:

Date of Birth Driver's License # & State used

Has your driver's license ever been suspended? _____.

If yes, please explain _____

Have you ever been convicted of a crime other than a minor traffic violation _____ if yes,
please explain & give dates, locations & type of crime:

Have you ever used another last name other than the one you are now using? _____, if yes,
indicate name & years used: _____

EMPLOYMENT HISTORY

(Do not write see resume!)

Most recent

Employer _____ Address _____

Dates of Employment _____ to _____ Title _____

Yearly salary (not bonuses) _____

Supervisor's name _____

Phone number _____ May we call _____

Reason for leaving _____

FULL DISCLOSURE FORM

2nd

Employer _____ Address _____
Dates of Employment _____ to _____ Title _____
Yearly salary (not bonuses) _____
Supervisor's name _____
Phone number _____ May we call _____
Reason for leaving _____

3rd

Employer _____ Address _____
Dates of Employment _____ to _____ Title _____
Yearly salary (not bonuses) _____
Supervisor's name _____
Phone number _____ May we call _____
Reason for leaving _____

LIST OF THREE PROFESSIONAL REFERENCES

Name _____
How Acquainted _____
Phone number _____

Name _____
How Acquainted _____
Phone number _____

Name _____
How Acquainted _____
Phone number _____

I authorize your company or an agency chosen by your company to confirm and/or investigate any of the statements & answers I have provided on this background checking/disclosure form. I hereby authorize all companies, government agencies, educational institutions, credit bureaus, and motor vehicle agencies. Investigative agencies & persons to release any information about my background that this employer deems appropriate & is legally permissible. I understand that if adverse data before an adverse decision is made. I may also receive a copy of my rights under the Fair Credit Reporting Act.

I hereby release all these entities of any liability & responsibility in providing information about my background.

Print Name

Signature

Date

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every “consumer reporting agency” (CRA). Most CRA’s are credit bureaus that gather and sell information about you – such as if you pay your bills on time or have filed bankruptcy – to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C §§ 1681-1681u. The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

You must be told if information in your file has been used against you. Anyone who uses information from a CRA to take action against you – such as denying an application for credit, insurance, or employment – must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.

You can find out what is in your file. At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.

You can dispute inaccurate information with the CRA If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs – to which it has provided the data – of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA’s investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

Inaccurate information must be corrected or deleted. A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.

You can dispute inaccurate items with the source of the information. If you tell anyone – such as a creditor who reports to a CRA – that your dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you’ve notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.

Outdated information may not be reported. In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.

Access to your file is limited A CRA may provide information about you only to people with a need recognized by the FCRA – usually to consider an application with a creditor, insurer, employer, landlord, or other business.

Your consent is required for reports that are provided to employers, or reports that contain medical information. A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.

You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers. Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA from provided for this purpose, you must be taken off the lists indefinitely.

You may seek damages from violators. If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.