

Atrium Staffing LLC  
Temporary Staffing and Direct Hire Recruitment Services Terms and Conditions  
Last Modified July 18, 2022

These Temporary Staffing and Direct Hire Recruitment Services Terms and Conditions (these “Terms and Conditions”) govern the provision to Client (as defined below) of both temporary staffing and direct hire recruitment services or temporary staffing services only by Atrium Staffing LLC (“Atrium”) and all transactions between Client and Atrium relating thereto. By accepting any Services (as defined below) from Atrium, Client is agreeing to be bound by these Terms and Conditions.

THESE TERMS AND CONDITIONS INCLUDE IMPORTANT LEGAL PROVISIONS THAT DEFINE CLIENT’S RIGHTS AND OBLIGATIONS REGARDING THE SERVICES AND ALL RELATED TRANSACTIONS AND OTHER INTERACTIONS BETWEEN CLIENT AND ATRIUM. PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS, INCLUDING THE PRIVACY POLICY INCORPORATED HEREIN, PRIOR TO ACCEPTING ANY SERVICES OR ENTERING INTO ANY RELATED TRANSACTION WITH ATRIUM. CLIENT’S ACCEPTANCE OF ANY SERVICES OR ENTRANCE INTO ANY RELATED TRANSACTION WITH ATRIUM CONSTITUTES CLIENT’S ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. Certain Definitions. In addition to the capitalized terms defined elsewhere in these Terms and Conditions or in the business terms of the Agreement (as defined below), the following words and phrases shall have the following meanings:

“Agreement” means the agreement between Atrium and Client, consisting of (i) certain business terms relating to the Services that have been accepted by Client via electronic mail or the Website and (ii) these Terms and Conditions.

“Assignment” means a temporary staffing assignment with Client pursuant to which a Temporary Associate shall perform services on a temporary basis for the benefit of Client in accordance with a job description provided by Client to Atrium.

“Atrium Group” means, collectively, Atrium, its affiliates and their respective equity holders, members, managers, directors, officers, employees, agents and other representatives.

“Client” means an entity or individual that engages Atrium to provide Temporary Associates and/or Direct Hire Candidates. To the extent that any such entity or individual engages Atrium to provide Services to one or more of its affiliates, all references in these Terms and Conditions or the Agreement to “Client” shall be deemed to include such affiliate(s).

“Direct Hire Candidates” means individuals sourced and identified by Atrium for possible employment by Client in response to job openings identified by Client to Atrium.

“Services” means, individually and collectively, the services provided by Atrium to Client with respect to Temporary Associates and Direct Hire Candidates and the services provided by Temporary Associates to Client pursuant to their Assignments.

“Temporary Associates” means individuals employed by Atrium who are assigned by Atrium to perform services for Client pursuant to Assignments.

“Website” means the Atrium website, the URL for which is [www.atriumstaff.com](http://www.atriumstaff.com).

2. Right to Amend. Client acknowledges and agrees that Atrium may amend these Terms and Conditions, including any policy incorporated herein, at any time and from time to time, without notice to Client. Following any such amendment, these Terms and Conditions, as so amended, shall govern Atrium’s provision and Client’s use

of the Services and any subsequent transactions and interactions with Atrium relating to the Services. Client's acceptance of any Services following such amendment constitutes Client's acceptance of these Terms and Conditions as so amended.

3. Privacy Policy. Client's use of the Website is subject to the terms of Atrium's [privacy policy](#) (the "Privacy Policy"), which is hereby incorporated into and made a part of these Terms and Conditions. In the event of a conflict between any provision of these Terms and Conditions and the Privacy Policy, the terms of the Privacy Policy will control.

4. Term; Termination. The term of the Agreement shall begin when Client accepts its provisions via electronic mail or the Website or when Client first receives any Services from Atrium, whichever is earlier, and shall continue until the Agreement is terminated as described in this Section 4. Either Client or Atrium may terminate the Agreement, with or without cause, upon 30 days' prior written notice to the other party. Client shall be responsible for payment of all fees for Services provided by Temporary Associates through the effective date of such termination and for all other fees earned or that otherwise become payable to Atrium, whether before or after such effective date.

5. Temporary Associate Placement Procedures. For all placements of Temporary Associates, Atrium will review each job description provided by Client to ensure that the job role is within the scope of Atrium's liability insurance coverage. Atrium reserves the right to refuse to fill any job role outside such scope of insurance or that reasonably could be expected to pose undue legal risk to Atrium. Atrium will use commercially reasonable efforts to provide one or more proposed Temporary Associates meeting the requirements of any acceptable job description. Client shall have the right to reject any proposed Temporary Associate submitted by Atrium, provided that such rejection complies with all applicable non-discrimination laws and regulations. Following its receipt of notice from Client of Client's desire to have any proposed Temporary Associate provide services to Client, Atrium shall complete any required paperwork and place such Temporary Associate with Client at the location designated by Client. Atrium shall conduct all pre-employment background checks and drug screenings for Temporary Associate candidates as are requested by Client.

6. Temporary Associate Timesheets. Each Temporary Associate shall submit weekly time sheets or e-timesheets setting forth all hours worked by such Temporary Associate and any government-mandated training hours during the applicable week. Client agrees to assign one or more of its employees to review and verify on a weekly basis, by the deadline designated by Atrium, the hours submitted by each Temporary Associate. Client confirms that each Client employee who signs or otherwise approves the Temporary Associate's time sheet or e-timesheet is authorized to do so and agrees that Atrium shall be entitled to rely upon such verification as evidence of Client's binding approval of the number of hours reflected on such time sheet or e-timesheet. Client (including any timesheet reviewer assigned to any Temporary Associate) shall not instruct any Temporary Associate to submit any inaccurate timesheets. Client agrees to promptly reimburse Atrium for any fines, damages and/or other expenses incurred by Atrium as a result of the giving of such instructions.

7. Invoicing for Temporary Staffing Services. Atrium will invoice Client weekly for Services provided by Temporary Associates, at the hourly bill rates agreed to by the parties, and will invoice Client for reimbursable expenses as the same are incurred. Unless special arrangements are made, there will be a minimum charge of five hours per Temporary Associate per day. Overtime will be billed at the rate of 1-1/2 times the regular bill rate for hours over 40 worked in any workweek, except that if state or local law provides for a different overtime threshold than 40 hours per workweek (e.g., eight hours in a workday), Atrium will comply with applicable state or local law requirements with respect to payment of overtime and will bill Client accordingly. Client agrees to reimburse Atrium for all out-of-pocket costs incurred by Atrium in connection with any background checks and drug screenings requested by Client for Temporary Associate candidates.

8. Other Engagements of Temporary Associates. Client agrees that, except as permitted in the Conversion Fee provisions of the Agreement or as otherwise provided in this Section 8, Client and its affiliates shall not use the services of any Temporary Associate assigned to Client or any affiliate thereof other than through Atrium at any

time during such Temporary Associate's Assignment or within 12 months after such Assignment has ended (the "Non-Solicitation Period"), whether as its direct employee, as an independent contractor or through any individual or entity other than Atrium, and shall not solicit any such Temporary Associate or otherwise encourage them to leave employment with Atrium during the Non-Solicitation Period. In the event that Client or any affiliate thereof decides to engage the services of any Temporary Associate as an independent contractor or through another individual or entity during the Non-Solicitation Period, Client agrees to notify Atrium in writing and pay to Atrium a one-time Non-Direct Hire Fee in the amount of 45 times the daily bill rate for the most recent placement of the Temporary Associate.

9. Atrium Obligations Regarding Temporary Associates. With regard to the Temporary Associates, Atrium shall maintain personnel and payroll records; calculate and pay wages; withhold and remit payroll taxes and other government-mandated charges; conduct any necessary pre-employment screening, including, without limitation, I-9 compliance; hire, assign, reassign, counsel, discipline and discharge; handle work-related claims and complaints; and provide mandated healthcare and sick pay programs and other employee benefits as required by applicable federal, state and local laws. Temporary Associates shall not be entitled to holidays, vacations, disability or other insurance, pensions or retirement plans or any other employee benefits offered or provided by Client to its employees, provided that Client takes all steps required to duly exclude the Temporary Associates from Client's benefit plans, policies and practices.

10. Certain Client Obligations Regarding Temporary Associates. Client shall allow any Temporary Associate to work only the job to which such Temporary Associate has been assigned. Client shall comply with all federal, state and local laws and regulations applicable to the operation of its business and its interactions with the Temporary Associates, including, without limitation, the Occupational Safety and Health Act of 1970, as amended, and all other applicable health and safety laws, regulations, rules and guidance. Without limiting the generality of the foregoing obligation, Client agrees to provide a safe and healthful workplace to all Temporary Associates; train/orient all Temporary Associates regarding Client's safety procedures and operational instructions that will be applicable to their work while assigned to Client; provide site-specific training designed to protect Temporary Associates from hazards at their worksites; properly record all work-related injuries and illnesses of Temporary Associates; immediately notify Atrium in the event of any accident involving or injury to any Temporary Associate and allow an Atrium representative to obtain all reports after such an accident or injury; promptly notify Atrium if any Temporary Associate complains of discrimination, harassment or retaliation while working at any Client site (or if any Client employee complains of discrimination, harassment or retaliation by any Temporary Associate); and cooperate in any investigation conducted by Atrium. Client shall provide Temporary Associates with all government-mandated training, unless otherwise mandated by applicable law as being the responsibility of the employer of record. Client agrees that all government-mandated training required to be provided to any Temporary Associate shall be provided during such Temporary Associate's set work schedule. Client further agrees that all time for all such training is compensable, and that all hours spent in such training will be included in the hours worked by such Temporary Associate and billed to Client. Client also agrees to take all steps required to duly exclude all Temporary Associates from its benefit plans, policies and practices.

11. Limitation of Access and Duties of Temporary Associates. Client agrees not to entrust Temporary Associates with access to unattended premises, cash, checks, keys, credit cards, merchandise, trade secrets or other confidential information, negotiable instruments or other valuables, without the prior written consent of Atrium, which may be withheld by Atrium in its sole discretion. Client acknowledges and agrees that Atrium shall not be responsible for any losses suffered by Client as a result of granting such access without Atrium's prior consent. Client agrees not to request or permit Temporary Associates to operate vehicles or machinery while on an Assignment without prior written permission from Atrium, which may be withheld by Atrium in its sole discretion. Atrium may require as a condition to granting such permission satisfactory evidence that Client's automobile insurance coverage extends to the Temporary Associate who will operate any vehicle or machinery.

12. Insurance. Atrium carries a comprehensive insurance package that covers Temporary Associates while on assignment to Client, as well as workers' compensation and disability insurance as required by applicable law.

Client acknowledges and agrees that Atrium will not maintain automobile insurance that covers any Temporary Associates who may operate vehicles or machinery while on assignment to Client.

13. Confidentiality. Atrium acknowledges that during the course of providing Services to Client, Atrium and/or the Temporary Associates may be given access to or acquire information which is proprietary to or confidential to Client and its customers. During the term of the Agreement and for a period of five years thereafter, Atrium agrees to hold such information in strict confidence and not disclose such information to third parties or use such information for any purposes, other than as may be required for the provision of Services to Client and/or for performance of Atrium's obligations or enforcement of Atrium's rights under the Agreement, including under these Terms and Conditions. These confidentiality obligations shall not apply to any information (i) which is now or subsequently becomes public, other than as a result of Atrium's breach of its confidentiality obligations to Client; (ii) was already known by Atrium on a non-confidential basis prior to its disclosure by Client or is independently developed by Atrium without use of any confidential information of Client; (iii) is received by Atrium from a third party not subject to a duty of confidentiality to Client; or (iv) the disclosure of which is legally compelled. Atrium agrees to require Temporary Associates to comply with confidentiality obligations that are consistent with the obligations in this Section 13. Client has the option to require that Temporary Associates sign a form of confidentiality and/or non-disclosure agreement provided by Client; provided, however, that Atrium reserves the right to require that Client (x) delete or modify any provision of any such confidentiality and/or non-disclosure agreement that violates or otherwise is unenforceable under any applicable law or regulation; and (y) add any language necessary for such agreement to comply with any applicable law or regulation. Client agrees to instruct Temporary Associates on Client's methods and procedures for distribution and storage of documents, maintenance of confidentiality and security.

14. Temporary Associate Records. Following any written request from Client, to the extent permitted by applicable law, Atrium will provide to Client copies of any credentialing or certification records maintained by Atrium with respect to the Temporary Associates (collectively, the "Temporary Associate Records"). Unless otherwise prohibited by applicable law, Client will be responsible for all costs associated with obtaining and providing such Temporary Associate Records to Client and any administrative fees that may be imposed by Atrium in connection therewith. Client will be solely responsible for maintaining the confidentiality of all personally identifiable information ("PII") and protected health information ("PHI") included in all Temporary Associate Records so delivered to Client. By making any request to Atrium for Temporary Associate Records, Client is deemed to represent and warrant to Atrium that Client has in effect a legally-compliant data privacy program relating to the collection, maintenance, storage, sharing and deletion of PII, PHI and other sensitive information (a "Client Privacy Program"). To the fullest extent permitted by applicable law, Client hereby agrees to indemnify, defend and hold Atrium and the other members of the Atrium Group harmless from and against, and to promptly reimburse Atrium and the other members of the Atrium Group for, any and all claims, investigations, liabilities, actions, demands, losses, damages, penalties, fines and other costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees, investigation costs, remediation costs and settlement costs) incurred by any of them arising out of or relating to (i) any failure by Client to enact and maintain a Client Privacy Program; (ii) any violation by Client of the terms of its Client Privacy Program; (iii) any failure by Client or any affiliate or other representative thereof to maintain the confidentiality of any Temporary Associate Records or any information contained therein, including, without limitation, any such failure that results from a breach of Client's network or any other data breach; and/or (iv) any violation by Client or any affiliate or other representative thereof of any applicable data privacy law.

15. Right to Suspend Services. In addition to other remedies that may be available at law or in equity, Atrium reserves the right to suspend the provision of Services to Client and withdraw the Temporary Associates from Client's worksites in the event Client fails to pay any invoice in full within five days after the due date thereof or otherwise materially breaches the Agreement.

16. Direct Hire Contingency Placement Services. Client may request that Atrium submit candidates to be hired directly by Client. In the event Client or any affiliate of Client hires any submitted Direct Hire Candidate or otherwise uses the services of such Direct Hire Candidate as an independent contractor or through a person or

firm other than Atrium within 12 months after such Direct Hire Candidate was presented to Client by Atrium, Client shall be obligated to pay to Atrium a Contingency Placement Fee, which shall be calculated as set forth in the business terms of the Agreement.

17. Direct Hire Placement Invoicing. Client agrees to notify Atrium promptly following a decision regarding the hiring or other engagement of any Direct Hire Candidate presented by Atrium, to enable Atrium to invoice Client for the Contingency Placement Fee concurrently with the Direct Hire Candidate's hire or other engagement date.

18. Duplicate Resumes. If duplicate resumes for the same Direct Hire Candidate are received from competing placement agencies or search firms, the agency or firm that has presented the candidate to Client first will be entitled to the Contingency Placement Fee. Client agrees to notify Atrium within 24 hours of the receipt of any resume submitted by Atrium that constitutes a duplicate resume.

19. Late Fees; Dispute Rights; Collection Costs. Client shall be required to pay a late fee on any payment not received by the due date thereof or received by such date but subsequently dishonored or disallowed, due to any failed, dishonored or reversed electronic debit, dishonored check or disallowed or disputed credit card payment. Such late fee will be calculated at the rate of 1.5% per month or, if such rate exceeds the maximum legal rate, the maximum rate permitted by applicable law. If Client fails to dispute in good faith any amount owed on any invoice by delivering to Atrium, within 15 days from the date of such invoice, a written notice describing in reasonable detail the basis for such good faith dispute, Client shall be deemed to have waived any objection to such invoice. In the event Client disputes any invoice in good faith, it shall be required to pay the undisputed portion of the invoice by the due date thereof. Client shall be liable for all reasonable attorneys' fees and other costs incurred by or on behalf of Atrium to collect any unpaid amount owed by Client to Atrium.

20. Compliance with Employment Laws. Each of Client and Atrium affirms that it is an equal employment opportunity employer and is and shall continue to be in compliance with all applicable anti-discrimination laws and regulations. Each of Client and Atrium agrees not to harass, discriminate against or retaliate against any employee of the other or any candidate for employment because of race, national origin, age, sex, religion, disability or other category protected by law and agrees not to cause or request the other party to engage in such discrimination, harassment or retaliation or to otherwise violate any applicable anti-discrimination law or regulation. In the event either party becomes aware of any discrimination, harassment or retaliation complaint made by or otherwise involving any employee or candidate for employment, Client and Atrium agree to promptly notify the other and cooperate in the prompt investigation and resolution of such complaint.

21. Mutual Indemnification. Each party (in such capacity, the "Indemnifying Party") shall and hereby does indemnify, defend and hold harmless the other party, its affiliates, and their respective equity holders, members, directors, managers, officers and employees, from and against any and all claims, losses, liabilities, damages, fines, penalties and expenses (including, without limitation, reasonable outside attorneys' fees and expenses, investigation costs and amounts paid in settlement) resulting from any claim, investigation, legal action or demand alleging any violation of civil rights, employment and/or health and safety laws or regulations by the Indemnifying Party, its affiliates and/or their respective employees, contractors, agents or other representatives.

22. Limitation of Liability. Except for liability pursuant to the indemnification provisions of these Terms and Conditions, neither Atrium nor Client shall be entitled to recover from the other party any incidental, indirect, special or consequential damages, including, without limitation, damages for lost profits, revenues or opportunities and/or delay damages, arising under or in connection with the Agreement, including these Terms and Conditions, regardless of the basis for the cause of action, even if the other party was advised of or aware of the potential for such damages. Notwithstanding anything to the contrary set forth in these Terms and Conditions, except where prohibited by applicable law, the aggregate, cumulative liability of the members of the Atrium Group to Client (including any affiliates thereof) with respect to all claims Client and/or such affiliates may have at any time and from time to time against the members of the Atrium Group shall not exceed an amount equal to 30% of the total amount paid by Client to Atrium under the Agreement. The foregoing limitations of liability reflect an

informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection with the Agreement, including these Terms and Conditions, and the Services.

23. Choice of Law; Jurisdiction and Venue. The Agreement, including these Terms and Conditions, shall be construed in accordance with the laws of the State of New York without reference to choice of law principles. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in New York County, New York, and agrees that it shall bring any dispute or other legal action arising out of the Agreement, including these Terms and Conditions, only in such courts. Each party hereby irrevocably waives any claim that any legal proceeding brought in any such court has been brought in an inconvenient forum or that the venue of such proceeding is improper.

24. Force Majeure. Neither party shall be liable to the other under any legal theory, nor shall it constitute a breach of the Agreement, including these Terms and Conditions, if such party is delayed in performing or is unable to perform any of its obligations thereunder or hereunder because of an act of God, accident, fire, strike or other labor dispute, riot or civil insurrection, act of public enemy, terrorist act, war, order or act of government, pandemic or epidemic or any other cause beyond the reasonable control of such party (each, a "Force Majeure Event"); provided, however, that no Force Majeure Event shall excuse or delay either party's payment or indemnification obligations under the Agreement, including these Terms and Conditions, or either party's obligation to comply with any applicable law or regulation.

25. Notices. All notices required or permitted to be given under or in connection with the Agreement, including these Terms and Conditions, must be in writing. Except for notices sent in connection with the typical day-to-day interactions between the parties, which may be delivered via electronic mail, notices (including, without limitation, notices of termination and notices of dispute) must be sent by overnight courier or U.S. certified or registered mail, return receipt requested, in each case, addressed to (i) Client at its billing address as provided by Client to Atrium or to (ii) Atrium at Atrium Staffing LLC, Attn: Contract Management, 625 Liberty Avenue, Suite 200, Pittsburgh, PA 15222 (or such other address of which such party may notify the other party by notice given in accordance with the requirements of this Section 25). All notices shall be effective upon receipt.

26. Severability. The provisions of the Agreement, including the provisions of these Terms and Conditions, are intended to be severable. If, for any reason, any such provision is held to be invalid or unenforceable, the remaining provisions shall not be affected by such invalidity or unenforceability, to the fullest extent permitted by applicable law.

27. No Waiver. No delay or failure on the part of Atrium in exercising any legal right or remedy it may have against Client shall be deemed to constitute a waiver of such right or remedy. In addition, no partial exercise by Atrium of any legal right or remedy it may have against Client shall preclude the further exercise by Atrium of such right or remedy or its exercise of any other right or remedy it may have against Client.

28. Assignment. Client may not assign the Agreement, including these Terms or Conditions, or any of Client's rights thereunder or delegate any of its obligations thereunder. Any assignment or delegation by Client in contravention of this Section 28 shall be void and of no force or effect. Atrium has the unlimited right to assign the Agreement, including these Terms and Conditions, and any or all of its obligations and rights thereunder. The Agreement, including these Terms and Conditions, shall be binding upon and inure to the benefit of Client and Atrium and their respective successors and permitted assigns.

29. Conflicts with Other Provisions of Agreement. Notwithstanding anything to the contrary contained in the Agreement, in the event of a conflict between any provision of these Terms and Conditions and the other provisions of the Agreement, the provisions of these Terms and Conditions shall control.

30. Nature of Relationship with Atrium. The relationship between Atrium and Client is solely that of service provider and customer. No other relationship, including, without limitation, that of agent and principal, employer and employee, franchisor and franchisee, joint venturers or partners, exists between Atrium and Client.

31. Further Assurances. Client agrees to execute and deliver such other documents and take such other actions as Atrium may reasonably request in connection with any transaction between Atrium and Client or as may be required for Client to fully perform Client's obligations under the Agreement, including these Terms and Conditions, and/or for Atrium to fully exercise its rights thereunder.
32. Third-Party Beneficiaries. The affiliates of Atrium and Client, and their respective equity holders, members, directors, managers, officers and employees, are intended third-party beneficiaries of Section 21 of these Terms and Conditions (Mutual Indemnification). The members of the Atrium Group are intended third-party beneficiaries of Section 14 (Temporary Associate Records) and Section 22 (Limitation of Liability) of these Terms and Conditions.
33. Waiver of Provisions. No provision of the Agreement, including these Terms and Conditions, may be waived except by a written waiver signed by the party seeking to waive such provision.
34. Construction. The rule of construction that ambiguities in a contract are to be construed against the drafter shall not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of the Agreement, including these Terms and Conditions.
35. Headings. The headings of the sections of these Terms and Conditions are inserted solely for convenience of reference. They in no way are intended to or shall define, limit, extend or aid in the construction of the scope, extent or intent of the Agreement, including these Terms and Conditions.
36. Survival. All payment provisions of the Agreement and all provisions of these Terms and Conditions other than those contained in Sections 5, 9, 10 and 12 hereof shall survive any termination of the Agreement and/or these Terms and Conditions, regardless of the reason for such termination.
37. Entire Agreement. The Agreement, including these Terms and Conditions, constitutes the entire agreement between Client and Atrium with respect to the subject matter thereof and supersedes any and all prior or contemporaneous agreements and understandings, whether written or oral, between Atrium and Client with respect to such subject matter.