

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

These Direct Hire Recruitment Services Terms and Conditions (these “Terms and Conditions”) govern the provision to Client (as defined below) of direct hire recruitment services only by Atrium Staffing LLC (“Atrium”) and all transactions between Client and Atrium relating thereto. If Client engages Atrium to provide temporary staffing services in addition to direct hire recruitment services, Client instead will be subject to Atrium’s Temporary Staffing and Direct Hire Recruitment Services Terms and Conditions, which may be accessed [here](#). 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.

“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 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 the services provided by Atrium to Client with respect to Direct Hire Candidates.

“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 earned or that otherwise become payable to Atrium, whether before or after the effective date of such termination.
5. Confidentiality. Atrium acknowledges that during the course of providing Services to Client, Atrium may be given access to or acquire information which is proprietary to or confidential to Client. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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 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.
11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 16). All notices shall be effective upon receipt.

17. 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.
18. 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.
19. 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 19 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.
20. 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.
21. 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.
22. 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.
23. 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 12 of these Terms and Conditions (Mutual Indemnification). The members of the Atrium Group are intended third-party beneficiaries of Section 13 (Limitation of Liability) of these Terms and Conditions.
24. 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.
25. 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.
26. 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.
27. Survival. All payment provisions of the Agreement and all provisions of these Terms and Conditions shall survive any termination of the Agreement and/or these Terms and Conditions, regardless of the reason for such termination.
28. 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.