



**Atrium Staffing
Terms and Conditions
Temporary Staffing and Direct Hire Recruitment Services**

Please review, sign and scan to: contractmanagement@atriumstaff.com

[REDACTED] LLC ("Atrium"), a New York limited liability company, and the client identified on the signature page of these Terms and Conditions ("CLIENT") agree that the following terms and conditions shall apply to the placement with CLIENT of employees of Atrium and/or its affiliates ("Temporary Associates") to perform services for CLIENT at CLIENT locations and/or of direct hire candidates identified by Atrium and/or its affiliates for employment by CLIENT:

Temporary Associate Placements

- **Placement Procedures:** Atrium will review each job description delivered 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 insurance scope or that reasonably could be expected to pose undue legal risk to Atrium and/or its affiliates. Atrium will provide Temporary Associate(s) 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. Upon receipt of notification from CLIENT of its 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.
- **Temporary Associate Timesheets:** Each Temporary Associate shall submit weekly time sheets or e-timesheets setting forth the hours worked and any paid sick leave or jury duty 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.
- **Temporary Placement Payment Terms:** Atrium will invoice CLIENT weekly for services provided, at the hourly bill rates agreed to by the parties. Unless special arrangements are made, there will be a 5-hour minimum charge per day. Overtime will be billed at the rate of one and a half times the regular bill rate for hours over 40 worked in one workweek, except that if state or local law provides for a different overtime threshold than 40 hours per workweek (e.g., 8 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 pay net 15 days from date of invoice.
- **Conversion Fee:** Atrium has incurred substantial recruitment, screening, training, administrative and marketing expenses with respect to its Temporary Associates. In the event that CLIENT decides to hire a Temporary Associate assigned to CLIENT, a fee will be payable by CLIENT to Atrium according to the following schedule:

Billable Hours	Fee (% of first year total guaranteed compensation)
1-250	25%
251-450	20%
451-650	15%
651-800	12.5%
801+	10%

- **Other Engagements of Temporary Associates:** CLIENT agrees that, except as permitted in the preceding paragraph (Conversion Fee) or as otherwise provided in this paragraph, CLIENT will not use the services of any assigned Temporary

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