

Timesheet Terms & Conditions

Updated March 2024

The person approving this timesheet ("Authorizing Agent") acknowledges on behalf of the Authorizing Agent and the Client that they accept and certify the following:

- (1) The electronic timesheet and these Terms and Conditions are contractual agreements.
- (2) The Authorizing Agent has the authority to approve timesheets.
- (3) Client will promptly reimburse Atrium for any fines, damages and/or other expenses incurred by Atrium as a result of any inaccurate timesheet that has been approved by the Authorizing Agent.
- (4) Atrium has an employer/employee relationship with Temporary Associates assigned to the Client. Client agrees to discuss all matters concerning their employment, job assignments, pay procedures, etc., with Atrium management, not the assigned Temporary Associate. Client also agrees to take all steps required to duly exclude all Temporary Associates from its benefit plans, policies and practices.
- (5) Atrium has incurred substantial recruitment, screening, training, administrative and marketing expenses with respect to its Temporary Associates. As a result, 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 a direct employee, 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.
- (6) The Client has not and will not entrust Temporary Associates with unattended premises, cash, negotiable securities or authorize such Associates to operate machinery or motor vehicles without prior written permission from Atrium in each instance and will therefore indemnify Atrium. Client understands Atrium's insurance does not cover losses caused by Associates operating Client owned or leased motor vehicles or machinery. Client accepts full responsibility for such losses and holds Atrium harmless from any such claim arising out of a breach of the foregoing, inclusive of liability resulting from bodily injury, property damage, fire, theft, collision, cargo damage or other public liability damage.
- (7) Atrium is not responsible to Client or others for claims made under its fidelity bond unless such claims are reported to Atrium in writing by the Client within thirty (30) days after the occurrence.
- (8) Client will indemnify, defend, and hold harmless Atrium its affiliates, and their respective equity holders, members, directors, managers, officers and employees from all claims, losses, liabilities, damages, fines, penalties, and expenses (including, without limitation, reasonable outside attorney's fees and investigation costs and amounts paid in settlement) resulting from any violation of civil rights, employment and/or health and safety laws or regulations by the Client, its affiliates and/or their respective employees, contractors, agents or other representatives.

Under no circumstances will Atrium be responsible for claims arising from work performed by Atrium Temporary Associates unless such claims are reported in writing to Atrium by Client within 90 days after the last date of Temporary Associate's assignment to Client.

(9) Client agrees to comply with Atrium credit terms. Payments are due Net 7 days after receipt of each weekly invoice unless otherwise agreed upon between Atrium and Client. Delinquent accounts will be subject to late charges of 1 ½% monthly (annual rate of 18%) on the unpaid balance or, if such rate exceeds the maximum legal rate, the maximum rate permitted by applicable law. A fee of one hundred dollars (\$100.00) will be charged to Client in the event payment is received by such due date but is subsequently dishonored or disallowed for any reason whatsoever, including, but not limited to insufficient funds from the source of any payment, any failed, dishonored or reversed electronic debit, dishonored check or disallowed or disputed credit card payment. Client agrees to pay any reasonable attorney fees and court costs required to collect an unpaid balance. 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 these Terms and Conditions.

(10) Hours worked over 40 in one week will be billed at 1.5 times the hourly rate.

(11) Client will be responsible for maintaining the confidentiality of all personally identifiable information ("PII") and protected health information ("PHI") relating to the Temporary Associates. Client hereby represents and warrants 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").

These terms are binding and in full effect unless other contractual terms have been agreed to in writing between Atrium and Client.