

SMARTREC™ 2.0

TALENT ACCESS PLAN

EMPLOYER AGREEMENT & TERMS OF USE

Version: 1.0

Effective Date: July 2026

Classification: Confidential & Proprietary

Applicable To: SmartRec™ 2.0 Employer Portal – Talent Access Plan

EMPLOYER AGREEMENT

This Employer Agreement & Terms of Use ("Agreement") governs the access to and use of the SmartRec™ 2.0 Employer Portal under the **Talent Access Plan**.

This Agreement is entered into between:

SkillBee Global Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at:

#G-15, Sri Thirumala Silver Springs, Hallehalli Road, T.C. Palya, K.R. Puram, Bengaluru – 560036, Karnataka, India

(hereinafter referred to as "**SkillBee**")

and

The Employer, being any company, organization, institution, partnership, proprietorship, government entity, recruitment agency or any other legally recognized entity registering on the SmartRec™ Employer Portal for the purpose of evaluating and recruiting candidates.

SkillBee and the Employer are collectively referred to as the "**Parties.**"

1. PURPOSE

The SmartRec™ Talent Access Plan enables Employers to independently search, evaluate and recruit verified candidates through the SmartRec™ platform.

This Agreement defines the commercial terms, access rights, responsibilities and conditions governing the Employer's use of the Talent Access Plan.

2. TALENT ACCESS PLAN

The Employer may:

- Register on the SmartRec™ Employer Portal.

- Browse unlimited candidate profiles.
- Search using multiple recruitment filters.
- View candidate summaries.
- Review verified educational qualifications.
- View verified certificates.
- Watch candidate introduction videos.
- Review project portfolios (where available).
- Shortlist candidates.
- Purchase access to selected candidate profiles.

Candidate contact information shall remain protected until the purchase process is successfully completed.

3. PURCHASE OF CANDIDATE ACCESS

Upon successful payment, the Employer shall receive access to:

- Complete Resume
- Customized Cover Letter
- Candidate Contact Information
- Smart Profile
- Video Profile
- Skills Portfolio
- Verified Academic Credentials
- Professional Certifications
- Project Portfolio (where available)

Premium access to the purchased candidate profile shall remain valid for **Thirty (30) Calendar Days** from the date of purchase.

4. COMMERCIAL MODEL

The Talent Access Plan operates on a **Pay-per-Candidate Access** model.

The Employer shall be charged only for those candidate profiles that it voluntarily chooses to unlock after evaluation and shortlisting.

Unlimited browsing, searching and shortlisting of candidate profiles are available without charge.

5. VALUE OF THE TALENT ACCESS FEE

The Employer expressly acknowledges that the Talent Access Fee is **not charged merely for providing candidate contact information**.

The fee represents the value delivered through SkillBee's verified talent ecosystem, including:

- Candidate verification processes.
- Smart Profile creation.
- AI-assisted candidate organization.
- Resume standardization.
- Professionally generated Cover Letters.
- Video profile integration.
- Certificate validation.
- Skills portfolio management.
- Secure platform access.
- Thirty-day premium candidate access.
- Significant reduction in sourcing and screening effort.
- Enhanced recruitment efficiency through access to recruitment-ready candidates.

6. EMPLOYER RESPONSIBILITIES

The Employer agrees to:

- use the platform solely for legitimate recruitment purposes;
- maintain confidentiality of all candidate information;
- comply with the SmartRec™ Employer NDA;
- maintain appropriate security safeguards;
- use candidate information responsibly;
- comply with all applicable employment and data protection laws.

7. ACCESS PERIOD

Purchased candidate profiles shall remain accessible through the Employer Dashboard for **Thirty (30) Calendar Days**.

Upon expiry:

- premium access shall automatically terminate;
- downloaded documents may be retained only for recruitment processes already initiated;
- continued platform access shall require a fresh purchase.

8. CANDIDATE PROTECTION & PERMITTED USE

The Employer acknowledges that all candidate information made available through the SmartRec™ Talent Access Plan is provided solely for the Employer's own bona fide recruitment requirements.

Accordingly, the Employer agrees that it shall:

- a. use the purchased candidate information exclusively for evaluating and recruiting candidates for positions within its own organization;
- b. not transfer, assign, sublicense, sell, distribute, share or otherwise make available any candidate information, resumes, Smart Profiles, video profiles, certificates, contact details or related documents to any third party, including affiliated companies, subsidiaries, group entities, recruitment agencies, consultants or external service providers, except where such disclosure is strictly necessary for the Employer's internal recruitment process and subject to equivalent confidentiality obligations;
- c. not create, maintain or commercially exploit any independent candidate database using information obtained through the SmartRec™ Platform;
- d. not use candidate information for marketing, solicitation, business development, lead generation or any purpose unrelated to genuine recruitment;
- e. ensure that access to downloaded candidate information is restricted to authorized employees directly involved in the recruitment process.

Any violation of this Clause shall constitute a material breach of this Agreement and may result in immediate suspension or termination of the Employer's SmartRec™ account, without prejudice to SkillBee's right to seek legal remedies under applicable law.

9. VERIFIED TALENT DISCLAIMER

SkillBee undertakes reasonable verification of candidate information based on documents submitted by candidates, declarations made by candidates and validation processes adopted by SkillBee.

While SkillBee exercises due diligence in creating verified candidate profiles, the Employer acknowledges that it remains responsible for conducting its own independent background verification, employment verification, reference checks and any additional due diligence considered necessary before making an employment offer.

Nothing contained in this Agreement shall be construed as a warranty or guarantee of candidate suitability for any particular role.

10. NO EMPLOYMENT GUARANTEE

The Employer acknowledges that the Talent Access Plan provides access to verified candidate information and does not constitute a recruitment, placement or staffing service.

SkillBee does not participate in the Employer's hiring decisions under the Talent Access Plan and does not guarantee:

- Candidate availability;
- Candidate acceptance of employment offers;
- Interview attendance;
- Successful joining;
- Employment outcomes.

All recruitment decisions remain the sole responsibility of the Employer.

11. REFUND POLICY

Due to the nature of digital access and the immediate disclosure of confidential candidate information, Talent Access Fees are **non-refundable** once candidate access has been activated.

Refunds may be considered only where payment has been successfully processed but access could not be provided due to a verified technical failure attributable solely to SkillBee.

12. INTELLECTUAL PROPERTY

All intellectual property rights relating to SmartRec™, Job Bee™, Career Navigation Program (CNP™), Skills Elevate™, IQ Edge™, SESI™, Smart Profiles, platform architecture, workflows, databases, trademarks, logos, AI-generated content and associated technologies remain the exclusive property of SkillBee Global Pvt. Ltd.

Nothing contained in this Agreement grants any ownership rights to the Employer.

13. TERMINATION OF ACCESS

SkillBee reserves the right to suspend or terminate Employer access where the Employer:

- breaches this Agreement;
- violates the Employer NDA;
- misuses candidate information;
- attempts unauthorized extraction of platform data;
- engages in fraudulent or unlawful activities.

Termination shall not affect any accrued legal rights or obligations.

14. LIMITATION OF LIABILITY

SkillBee's total liability arising out of or relating to this Agreement shall not exceed the Talent Access Fee paid by the Employer for the relevant candidate profile.

SkillBee shall not be liable for any indirect, incidental, consequential or business losses arising from recruitment decisions made by the Employer.

15. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of India.

The courts at **Bengaluru, Karnataka**, shall have exclusive jurisdiction.

Before initiating legal proceedings, the Parties shall make reasonable efforts to resolve disputes through mutual discussions.

If unresolved, disputes shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Bengaluru.

16. ELECTRONIC ACCEPTANCE

By selecting the checkbox stating:

"I have read, understood and agree to the SmartRec™ 2.0 Talent Access Employer Agreement & Terms of Use."

the Employer:

- confirms that it has carefully read and understood this Agreement;
- agrees to be legally bound by all terms and conditions contained herein;
- confirms that the individual accepting this Agreement is duly authorized to bind the Employer;
- acknowledges that electronic acceptance shall constitute a legally valid and enforceable agreement under the Information Technology Act, 2000 and other applicable laws governing electronic records and electronic contracts.

No physical signature shall be required.

17. ENTIRE AGREEMENT

This Agreement shall be read together with:

- SmartRec™ 2.0 Employer Non-Disclosure Agreement (NDA);
- SmartRec™ Privacy Policy (where applicable);
- Candidate Data Protection Policy (where applicable).

Together, these documents constitute the complete contractual framework governing the Employer's participation in the SmartRec™ Talent Access Plan.

Dashboard Acceptance

Before proceeding to payment, the Employer shall confirm the following:

☐ **I have read, understood and agree to the SmartRec™ 2.0 Talent Access Employer Agreement & Terms of Use.**

☐ **I confirm that I am duly authorized to accept these Agreements on behalf of my organization.**

☐ **I understand that the Talent Access Fee is charged for access to SkillBee's verified candidate intelligence, including Smart Profiles, verified credentials, resumes, cover letters, video profiles and thirty (30) days of premium access. The fee is non-refundable once candidate access has been activated.**

