

SMARTREC™ 2.0

MANAGED HIRING PARTNERSHIP

MUTUAL NON-DISCLOSURE AGREEMENT (NDA)

Version: 1.0

Effective Date: July 2026

Classification: Confidential & Proprietary

Applicable To: SmartRec™ 2.0 Employer Portal – Managed Hiring Partnership

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") governs the exchange of confidential information between the Parties in connection with the SmartRec™ 2.0 Managed Hiring Partnership.

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 or any other legally recognized entity registering under the SmartRec™ Managed Hiring Partnership.

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

1. PURPOSE

The Parties wish to explore and undertake recruitment and talent acquisition activities under the SmartRec™ Managed Hiring Partnership.

During the course of this engagement, each Party may disclose confidential information to the other for the sole purpose of facilitating recruitment, hiring and related services.

This Agreement establishes the confidentiality obligations governing such information.

2. SCOPE

This Agreement applies to information exchanged in connection with:

- Recruitment discussions
 - Hiring requirements
 - Candidate sourcing
 - Candidate evaluation
 - Recruitment strategy
 - Commercial discussions
 - Platform access
 - Talent acquisition support
 - Interview coordination
 - Employer dashboard usage
 - Candidate onboarding support
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3. CONFIDENTIAL INFORMATION

Confidential Information includes all information disclosed by either Party in written, electronic, verbal or any other form.

A. Candidate Information

- Resume
- Cover Letter
- Candidate Contact Details
- Smart Profile
- Video Profile
- Project Portfolio
- Educational Qualifications
- Certificates
- Employment History
- Assessment Reports
- Skills Portfolio

- AI-generated recommendations
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B. Employer Information

- Hiring Plans
 - Job Descriptions
 - Recruitment Strategy
 - Compensation Structure
 - Salary Ranges
 - Interview Process
 - Organizational Structure
 - Expansion Plans
 - Business Information
 - Workforce Planning
 - Confidential Internal Documents
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C. SkillBee Information

- SmartRec™ Platform
- Recruitment Methodology
- AI Matching Models
- Search Strategy
- Screening Methodology
- Candidate Intelligence
- Product Architecture
- Technical Documentation
- Pricing Framework
- Business Processes
- Training Materials
- Operational Manuals
- Strategic Documents

4. CONFIDENTIALITY OBLIGATIONS

Each Party agrees to:

- maintain strict confidentiality of all Confidential Information;
- use Confidential Information solely for the purposes of the Managed Hiring engagement;
- disclose Confidential Information only to employees or representatives who have a legitimate need to know;
- implement reasonable safeguards to protect Confidential Information;
- promptly notify the other Party of any unauthorized disclosure or breach.

5. PERMITTED USE

Confidential Information shall be used exclusively for:

- Recruitment planning
- Candidate evaluation
- Hiring decisions
- Recruitment management
- Offer management
- Onboarding support
- Services contemplated under the Managed Hiring Partnership

No other commercial use shall be permitted.

6. RESTRICTIONS

Neither Party shall:

- disclose Confidential Information to unauthorized third parties;
- reproduce or distribute confidential documents beyond what is necessary for the engagement;
- use Confidential Information for competitive purposes;
- reverse engineer or copy proprietary methodologies;
- misuse candidate or employer information.

7. DATA PROTECTION

Each Party shall:

- comply with applicable data protection and privacy laws;
- maintain appropriate administrative, technical and organizational safeguards;
- ensure secure storage of Confidential Information;
- immediately notify the other Party of any actual or suspected data breach.

8. INTELLECTUAL PROPERTY

All intellectual property relating to SmartRec™, Job Bee™, Career Navigation Program (CNP™), Skills Elevate™, IQ Edge™, SESI™, Smart Profiles, AI models, workflows, trademarks, software, documentation and associated technologies shall remain the exclusive property of SkillBee Global Pvt. Ltd.

Nothing contained in this Agreement shall transfer any ownership rights.

9. EXCLUSIONS

Confidential Information shall not include information which:

- is publicly available without breach of this Agreement;
- was lawfully known prior to disclosure;
- has been independently developed without reference to Confidential Information;
- is required to be disclosed by law or judicial order.

10. RETURN OR DESTRUCTION OF INFORMATION

Upon completion or termination of the Managed Hiring engagement, either Party may request the return or secure destruction of Confidential Information, except where retention is required by law or for legitimate record-keeping purposes.

11. BREACH

Any unauthorized disclosure or misuse of Confidential Information shall constitute a material breach of this Agreement.

The non-breaching Party shall be entitled to:

- suspend the engagement;
 - terminate access to SmartRec™ services;
 - seek injunctive relief;
 - pursue other remedies available under applicable law.
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12. TERM

This Agreement shall become effective upon electronic acceptance and shall remain valid for **three (3) years**.

The confidentiality obligations relating to Confidential Information shall survive termination of this Agreement.

13. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by the laws of India.

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

The Parties shall first attempt to resolve disputes through good-faith discussions. Failing such resolution, disputes shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Bengaluru.

14. ELECTRONIC ACCEPTANCE

By selecting the checkbox stating:

"I have read, understood and agree to the SmartRec™ 2.0 Managed Hiring Partnership Mutual Non-Disclosure Agreement (NDA)."

the Employer:

- confirms that it has read and understood this Agreement;
- agrees to be legally bound by its terms;
- confirms that the accepting individual 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 contracts.

No physical signature shall be required.

15. ENTIRE AGREEMENT

This Agreement constitutes the complete understanding between the Parties with respect to confidentiality in relation to the SmartRec™ Managed Hiring Partnership.

This Agreement shall be read together with the **Managed Hiring Partnership Memorandum of Understanding (MoU)** and other applicable SmartRec™ policies.

Dashboard Acceptance

- ☐ I have read, understood and agree to the SmartRec™ 2.0 Managed Hiring Partnership Mutual Non-Disclosure Agreement (NDA).
- ☐ I confirm that I am duly authorized to accept this Agreement on behalf of my organization.