

SMARTREC™ 2.0

MANAGED HIRING PARTNERSHIP

MEMORANDUM OF UNDERSTANDING (MoU)

Version: 1.0

Effective Date: July 2026

Classification: Confidential & Proprietary

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") governs the Managed Hiring Partnership between **SkillBee Global Private Limited** and the Employer for providing end-to-end recruitment and talent acquisition services through the SmartRec™ 2.0 platform.

This MoU shall become effective upon electronic acceptance by the Employer through the SmartRec™ Employer Dashboard.

1. PARTIES

This Memorandum of Understanding 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 other legally recognized organization registered under the SmartRec™ Managed Hiring Partnership.

2. PURPOSE

The purpose of this MoU is to establish a professional recruitment partnership whereby SkillBee shall provide end-to-end recruitment support to the Employer, from hiring requirement analysis through candidate onboarding.

3. SCOPE OF SERVICES

SkillBee shall provide recruitment support including, but not limited to:

- Requirement discovery and workforce planning discussions.
- Job Description review and optimization.
- AI-assisted talent search.
- Candidate sourcing.
- Candidate screening and shortlisting.
- Resume evaluation.
- Candidate coordination.
- Employer coordination.
- Interview scheduling.
- Interview feedback management.
- Offer management support.
- Joining follow-up.
- Candidate onboarding coordination.

SkillBee shall assign a dedicated **Relationship Manager** for every confirmed hiring assignment.

4. HIRING REQUEST

Each hiring assignment shall commence upon submission of a **Hiring Request Form** through the SmartRec™ Employer Dashboard.

The Hiring Request shall include:

- Position Title
- Number of Vacancies
- Location
- Compensation Range
- Required Qualifications
- Experience
- Skills
- Expected Joining Timeline

- Any Special Requirements

Upon receipt, SkillBee shall formally initiate the recruitment assignment.

5. EMPLOYER RESPONSIBILITIES

The Employer agrees to:

- provide complete and accurate hiring requirements;
 - nominate an authorized recruitment coordinator;
 - provide timely interview feedback;
 - communicate hiring decisions without undue delay;
 - issue Offer Letters or Appointment Orders promptly;
 - share the Appointment Order or Offer Letter clearly indicating the Annual Cost to Company (CTC), unless the appointment documentation is issued through SkillBee by mutual agreement.
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6. SKILLBEE RESPONSIBILITIES

SkillBee shall:

- deploy qualified recruitment resources;
- identify suitable candidates;
- conduct preliminary candidate screening;
- coordinate interviews;
- facilitate communication between candidates and the Employer;
- support offer acceptance;
- assist until candidate onboarding.

SkillBee shall exercise reasonable professional care but does not guarantee hiring outcomes.

7. COMMERCIAL TERMS

The Managed Hiring Partnership operates on a **Success Fee Model**.

The Employer shall not be required to pay:

- Registration Fees

- Platform Subscription Fees
- Advance Payments
- Retainer Fees

SkillBee shall become entitled to its professional fee only upon successful hiring.

8. SUCCESS FEE

The Employer agrees to pay SkillBee a professional recruitment fee equivalent to:

10% of the Candidate's Annual Cost to Company (CTC)

for every successful placement arising from the Managed Hiring Partnership.

9. PAYMENT TERMS

SkillBee shall raise an invoice immediately upon:

- issuance of the Appointment Order; or
- confirmation of candidate joining,

whichever occurs first.

Payment shall be made within **Fifteen (15) Calendar Days** from the invoice date.

10. APPOINTMENT DOCUMENTS

The Employer shall:

- provide SkillBee with a copy of the Appointment Order or Offer Letter indicating the Annual CTC;

OR

authorize SkillBee to issue the appointment documentation on behalf of the Employer where mutually agreed.

11. MINIMUM PROFESSIONAL ENGAGEMENT FEE

The Employer acknowledges that SkillBee deploys professional recruitment resources throughout every hiring assignment.

Where SkillBee has substantially completed recruitment services including:

- requirement analysis;

- candidate sourcing;
- market search;
- screening;
- interview coordination;
- employer consultations;
- recruitment management;

but the Employer subsequently decides not to appoint any candidate despite completion of the agreed recruitment scope, the Employer shall pay the **Minimum Professional Engagement Fee** as mutually agreed for the respective hiring assignment.

This fee represents compensation for professional recruitment services rendered and resources deployed.

12. CANDIDATE OWNERSHIP

All candidates introduced by SkillBee shall remain protected for **Twelve (12) Months** from the date of first introduction.

Where the Employer directly or indirectly appoints, contracts, engages or employs such candidate during this period, the agreed Success Fee shall remain payable.

13. NON-CIRCUMVENTION

The Employer shall not circumvent SkillBee by directly engaging candidates introduced through the Managed Hiring Partnership for the purpose of avoiding payment of the agreed professional fee.

14. REPLACEMENT POLICY

Where a successfully placed candidate resigns voluntarily or is terminated by the Employer due to performance-related reasons within **Sixty (60) Calendar Days** of joining, SkillBee shall make reasonable efforts to provide **one replacement candidate** for the same position without charging an additional Success Fee.

This policy shall apply only where:

- the Employer has paid all outstanding invoices in full;
- the job requirements remain substantially unchanged; and
- the replacement request is made within the stipulated period.

15. CONFIDENTIALITY

Both Parties shall comply with the SmartRec™ Managed Hiring Partnership Mutual NDA executed electronically through the Employer Dashboard.

16. LIMITATION OF LIABILITY

SkillBee's liability under this MoU shall be limited to the professional fee received for the respective hiring assignment.

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

17. TERMINATION

Either Party may terminate this Partnership upon written notice.

Termination shall not affect:

- payment obligations already accrued;
- confidentiality obligations;
- candidate ownership provisions;
- fees payable for candidates introduced prior to termination.

18. GOVERNING LAW

This MoU shall be governed by the laws of India.

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

Disputes shall first be resolved through mutual discussions.

If unresolved, disputes shall be referred to arbitration under the Arbitration and Conciliation Act, 1996.

The seat of arbitration shall be Bengaluru.

19. ELECTRONIC ACCEPTANCE

By selecting the checkbox stating:

"I have read, understood and agree to the SmartRec™ 2.0 Managed Hiring Partnership Memorandum of Understanding."

the Employer:

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

No physical signature shall be required.

20. ENTIRE AGREEMENT

This MoU shall be read together with:

- SmartRec™ Managed Hiring Partnership Mutual NDA;
- Privacy Policy;
- Employer Dashboard Terms;
- Hiring Request Forms submitted through the SmartRec™ Employer Portal.

Together, these documents constitute the complete agreement governing the Managed Hiring Partnership.

Dashboard Acceptance

☐ **I have read, understood and agree to the SmartRec™ 2.0 Managed Hiring Partnership Memorandum of Understanding (MoU).**

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

☐ **I acknowledge that the Managed Hiring Partnership operates on a Success Fee model, with no upfront payment. I agree to pay SkillBee the applicable Success Fee and any agreed Minimum Professional Engagement Fee in accordance with this MoU.**