

SMARTREC™ 2.0

EMPLOYER NON-DISCLOSURE AGREEMENT (NDA)

Talent Access Plan

Version: 1.0

Effective Date: August 2026

Classification: Confidential & Proprietary

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

EMPLOYER NON-DISCLOSURE AGREEMENT

This Employer Non-Disclosure Agreement ("Agreement") governs the 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 or other legally recognized body that registers on the SmartRec™ 2.0 Employer Portal for the purpose of evaluating and recruiting candidates.

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

1. Purpose

The purpose of this Agreement is to protect the confidentiality of candidate information, employer information and proprietary information exchanged through the SmartRec™ 2.0 Talent Access Platform.

The Employer is granted limited access to confidential candidate information solely for legitimate recruitment and hiring purposes.

2. Scope

This Agreement applies to:

- Employer Registration*
- Employer Dashboard*
- Candidate Browsing*
- Candidate Shortlisting*
- Purchase of Candidate Access*
- Candidate Profile Downloads*
- Resume Access*
- Cover Letter Access*
- Video Profile Access*
- Certificate Verification*
- Candidate Contact Information*

- *Communication through SmartRec™*
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3. Confidential Information

For the purpose of this Agreement, Confidential Information includes, but is not limited to:

A. Candidate Information

- *Resume*
- *Cover Letter*
- *Candidate Contact Details*
- *Email Address*
- *Mobile Number*
- *Postal Address*
- *Video Profile*
- *Introduction Videos*
- *Project Videos*
- *Academic Qualifications*
- *Educational Certificates*
- *Professional Certifications*
- *Skills Portfolio*
- *Employment History*
- *Salary Information (where applicable)*
- *Candidate Assessment Reports*

- *Employability Reports*
 - *AI-generated Candidate Insights*
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B. SkillBee Proprietary Information

- *SmartRec™ Platform*
 - *SmartRec™ Dashboard*
 - *Smart Profile Architecture*
 - *AI Matching Algorithms*
 - *Search Methodology*
 - *Candidate Ranking System*
 - *Platform Features*
 - *Product Documentation*
 - *Technical Architecture*
 - *Source Code (where applicable)*
 - *Commercial Policies*
 - *Pricing Structure*
 - *Business Processes*
 - *Training Materials*
 - *Product Roadmaps*
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C. Employer Information

Information voluntarily shared by the Employer including:

- *Recruitment Plans*
 - *Job Descriptions*
 - *Hiring Strategy*
 - *Compensation Information*
 - *Recruitment Timelines*
 - *Business Information*
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4. Employer Obligations

The Employer agrees to:

- *use Confidential Information solely for genuine recruitment purposes;*
 - *restrict access to authorized recruitment personnel only;*
 - *maintain reasonable security controls;*
 - *protect downloaded documents from unauthorized disclosure;*
 - *comply with applicable data protection and employment laws;*
 - *immediately notify SkillBee of any unauthorized access or suspected breach.*
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5. Restrictions

The Employer shall not:

- *copy or reproduce candidate databases;*

- *scrape or harvest candidate information;*
 - *create independent databases using SmartRec™ data;*
 - *sell or redistribute candidate information;*
 - *share candidate resumes with third parties unrelated to recruitment;*
 - *publish candidate videos;*
 - *use candidate information for marketing activities;*
 - *reverse engineer or copy SmartRec™ functionality;*
 - *misuse the platform for competitive intelligence.*
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6. Candidate Privacy

Candidate information is provided solely for recruitment purposes.

The Employer shall:

- *respect candidate privacy;*
 - *not disclose candidate information to unauthorized persons;*
 - *securely store downloaded documents;*
 - *permanently delete candidate information when no longer required for legitimate recruitment.*
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7. Intellectual Property

All intellectual property rights relating to SmartRec™, Job Bee™, Smart Profiles, Skills Elevate™, IQ Edge™, Career Navigation Program (CNP™),

SESI™, AI recommendations, platform architecture, trademarks, workflows, graphics and databases remain the exclusive property of SkillBee Global Pvt. Ltd.

No ownership rights are transferred to the Employer under this Agreement.

8. Permitted Use

The Employer may use purchased candidate information exclusively for:

- Candidate Evaluation*
- Recruitment*
- Interviews*
- Selection*
- Employment Offers*
- Employment Verification*

No other commercial use is permitted.

9. Exclusions

Confidential Information shall not include information that:

- is publicly available through no breach of this Agreement;*
- was lawfully known to the Employer prior to disclosure;*
- has been independently developed without reference to SkillBee's Confidential Information;*

- *is required to be disclosed pursuant to a court order or applicable law.*
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10. Data Security

The Employer shall implement appropriate administrative, technical and organisational measures to safeguard Confidential Information against unauthorized access, disclosure, alteration or loss.

Any actual or suspected data breach shall be reported to SkillBee within 48 hours of becoming aware of such breach.

11. Breach

In the event of any breach of this Agreement, SkillBee reserves the right to:

- *suspend Employer access to the SmartRec™ Platform;*
 - *terminate the Employer account;*
 - *restrict future purchases;*
 - *seek appropriate legal remedies available under applicable law.*
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12. Limitation

Nothing contained in this Agreement shall obligate SkillBee to:

- *guarantee candidate availability;*
- *guarantee interviews;*
- *guarantee hiring outcomes;*

- *guarantee employment offers.*

The Employer retains sole responsibility for all recruitment and hiring decisions.

13. Term

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

The confidentiality obligations relating to candidate information shall survive termination of this Agreement.

14. Governing Law & Jurisdiction

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

*The courts at **Bengaluru, Karnataka**, shall have exclusive jurisdiction over any disputes arising out of or relating to this Agreement.*

Before initiating legal proceedings, the Parties shall make reasonable efforts to resolve disputes through mutual discussions. If unresolved, disputes may be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, with Bengaluru serving as the seat of arbitration.

15. Electronic Acceptance

The Employer acknowledges that by selecting the checkbox stating:

"I have read, understood and agree to the SmartRec™ 2.0 Employer Non-Disclosure Agreement."

the Employer:

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

No physical signature shall be required for the validity or enforceability of this Agreement.

16. Entire Agreement

This Agreement constitutes the entire understanding between SkillBee and the Employer concerning confidentiality obligations applicable to the SmartRec™ 2.0 Talent Access Plan and supersedes all prior discussions or understandings relating to the same subject matter.

☐ *I have read, understood and agree to the SmartRec™ 2.0 Employer Non-Disclosure Agreement (NDA) and consent to be legally bound by its terms and conditions.*

□ I confirm that I am an authorized representative of my organization and have the authority to enter into this Agreement on behalf of the Employer.