

1. **HIRBOX** is a recruiter marketplace that provides an online platform connecting "Demand Recruiters" (hiring companies) with "Supply Recruiters/Suppliers" (companies/agencies catering to recruitment needs). Demand Recruiters use HIRBOX to find suitable candidates, while Supply Recruiters facilitate the hiring process. The platform streamlines recruitment transactions, offering tools for job posting, candidate search, communication, and applicant tracking. HIRBOX aims to enhance transparency, efficiency, and collaboration in the recruitment ecosystem, making the process more seamless for recruiters and candidates alike.

2. **The engagement process on HIRBOX involves the following steps:**

i. **Requirements:** Demand Recruiters post job openings on the HIRBOX platform, following the guidelines provided by the platform.

ii. **Assignment of Requirements to Suppliers:** HIRBOX assigns requirements to Suppliers based on their profile data, past performance, and the specifications provided by the Demand Recruiters.

iii. **Supplier Selection:** Suppliers have the discretion to search and choose requirements that align with their preferences. When opting for a requirement, the Supplier agrees to the terms, including the payment, replacement, or refund policies in case the candidate doesn't complete the minimum specified term after joining.

iv. **Transactions:** If a Supplier possesses candidate details that match the requirement, they can respond to the posted requirement with candidate profiles. The Demand Recruiter reviews the shared details and may contact the Supplier for further information to proceed with the recruitment process. The Demand Recruiter can choose to contact the candidate directly or through the Supplier.

v. **Coordination:** HIRBOX assigns managers to oversee and facilitate transactions on the platform. These managers handle communication, negotiation, and mediation between parties to ensure smooth functioning of the recruitment process. The Supplier is responsible for all communications between the candidate and the Company, and vice versa.

HIRBOX's engagement process ensures a structured and collaborative approach to connecting Demand Recruiters with suitable Suppliers, streamlining the recruitment transactions, and fostering effective communication throughout the process.

3. **Supplier Performance, Ethical Conduct and HIRBOX oversight:**

HIRBOX imposes certain professional expectations on Suppliers to ensure ethical conduct and maintain high standards of performance. These expectations include:

i. **Genuine transactions:** The Supplier is responsible for ensuring genuine transactions by sharing candidate information that is authentic and verified. Before sharing the candidate's information with the Demand Recruiter, the Supplier must verify its accuracy and obtain the candidate's prior consent to

pursue their candidature for a specific requirement posted on the HIRBOX platform. This ensures transparency and credibility in the recruitment process, safeguarding the interests of both the candidate and the Demand Recruiter.

ii. Relevant candidates: The Supplier is responsible for providing highly relevant and suitable candidates for the requirements posted by the Demand Recruiter. It is crucial to minimize any major deviations, as it can lead to wastage of resources for the Demand Recruiters and negatively impact the reputation of HIRBOX and its Supplier base. The Supplier must ensure that at least 70% of the candidates submitted meet the screening criteria set by the Demand Recruiter for the initial screening process. This requirement ensures a high level of quality and compatibility between the candidates and the job positions, enhancing the effectiveness of the recruitment process.

iii. Timely and accurate communication: The Supplier plays a crucial role as an intermediary between the Demand Recruiter and the candidate. They are responsible for facilitating effective communication between all parties involved. The Supplier is accountable to the managers assigned by HIRBOX who oversee the transaction. It is essential for the Supplier to provide timely and accurate information to ensure a smooth and efficient recruitment process. This includes tasks such as scheduling interviews, assisting with offer negotiations, and following up with the candidate until they join the position with the Demand Recruiter. By maintaining effective communication, the Supplier contributes to a positive candidate experience and facilitates the successful completion of the recruitment transaction.

iv. Professional conduct: The Supplier is expected to maintain a high standard of professional conduct when interacting with the Demand Recruiters, candidates, and HIRBOX personnel. They should adhere to a code of ethics and avoid engaging in any indecent or unprofessional behavior. In the event of any claim, loss, or damage caused by the Supplier's misconduct or breach of HIRBOX's guidelines, the Supplier is responsible for indemnifying and compensating HIRBOX. It is important for the Supplier to uphold professionalism in their interactions to maintain the reputation and integrity of HIRBOX and its members.

iv. Bypassing the HIRBOX platform: The Supplier is prohibited from initiating direct communication with HIRBOX's Demand Recruiters without obtaining prior written consent. They are not allowed to engage in direct business transactions with the Demand Recruiters who were introduced to them through the HIRBOX platform, thus bypassing the commercial credit due to HIRBOX. The Supplier acknowledges and agrees that HIRBOX has the right to conduct periodic audits of the Supplier's data management systems, communication systems, and financial transactions to identify any violations of this provision. The existence of such violations may be determined based on indicative information. The Supplier is required to provide complete and unconditional cooperation to HIRBOX during these audits. By complying with these terms, the Supplier ensures that proper channels are followed and the commercial credit due to HIRBOX is maintained.

vi. Confidentiality of requirements: The Suppliers are required to maintain complete confidentiality of the requirements shared by the Demand Recruiters. They should only disclose such information to their employees or consultants on a need-to-know basis. It is the Supplier's responsibility to take all

necessary measures to prevent the deliberate or inadvertent disclosure of this information to any third party.

Additionally, when posting the requirements of the Demand Recruiters on any public medium, the Supplier must ensure that the Client Name and Salary details are masked or not disclosed. This includes platforms such as job sites, social media, and mass emails to candidates. By adhering to these confidentiality measures, the Supplier safeguards the sensitive information of the Demand Recruiters and maintains the privacy of their requirements.

vii. No poaching and headhunting: Suppliers are prohibited from poaching candidates placed at a Demand Recruiter through the Supplier. Directly head-hunting or soliciting candidates not placed through the Supplier is also not allowed.

viii. No employment association: The agreement with HIRBOX does not create a partnership, principal-agent relationship, or employer-employee relationship between HIRBOX and the Supplier.

ix. Use of content: Suppliers may use specific content, subject to HIRBOX's approval, on their website, visiting cards, email signatures, brochures, etc.

x. In terms of performance management, HIRBOX monitors Suppliers to ensure compliance with the expectations outlined in Clause 3 (i) to (vi) and any additional communicated expectations. In case of violations, HIRBOX has the authority to take corrective and punitive actions based on the nature of the violation. These actions may include:

a. Warning: A verbal or written warning issued to the Supplier. Repeat violations may result in stronger actions deemed suitable by HIRBOX.

b. Freezing and Restricted Operations: HIRBOX can suspend the Supplier's ability to submit new candidates to accepted requirements and opt in for new requirements. However, ongoing candidate processes and payments will not be affected. The Supplier may need to provide an undertaking outlining corrective actions to avoid future violations. HIRBOX may resume the Supplier's account at its discretion and impose specific limitations as necessary to ensure compliance.

c. Termination: In cases of severe and repetitive violations, HIRBOX may terminate the engagement with the Supplier through written notice. The Supplier will still be entitled to receive unpaid payments for ongoing transactions. HIRBOX and/or the Demand Recruiter may initiate legal action, as permitted by applicable law, to recover any financial damage caused to their business and reputation.

d. Non-Solicitation: During the agreement term, the Supplier agrees not to solicit or contact any HIRBOX employee, client, or customer to encourage discontinuation or curtailment of their business relationship with HIRBOX.

These measures aim to maintain the integrity of HIRBOX's operations and protect the interests of all parties involved.

4. Invoicing and Payment:

HIRBOX is responsible for making payments to the Supplier after collecting the payment from the Demand Recruiters. The following terms and conditions regarding invoicing and payment shall apply to the Supplier:

i. Condition for Invoicing: In accordance with the agreement between HIRBOX, the Demand Recruiter, and the Supplier, all invoices from HIRBOX to the Demand Recruiter and from the Supplier to HIRBOX shall be raised only upon successful joining of the candidate with the Demand Recruiter. This means that the payment to the Supplier will be made after the candidate has joined the position with the Demand Recruiter.

In the case of Contractual Hiring, where the candidate is hired on a contractual basis, the payment to the Supplier will be made after receiving a copy of the time-sheet approved by the end client. This ensures that the Supplier is compensated for the services rendered based on the approved time-sheet provided by the client.

The specific invoicing conditions may be further specified in the agreement or contract between HIRBOX and the Supplier.

ii. Taxes: The charges to be paid by HIRBOX to the Supplier are exclusive of all taxes, including Goods and Service Tax (GST), unless otherwise agreed specifically in writing. The applicable taxes, such as central and state taxes, as well as any tax deduction at source (TDS) required by the applicable laws, will be deducted from the payment made by HIRBOX to the Supplier. The Supplier will be responsible for complying with the tax laws and regulations and delivering a valid tax invoice as required by the applicable laws. HIRBOX will pay the Supplier any taxes properly chargeable on the services supplied, but HIRBOX will not be liable for any penalties or interest associated with such taxes.

iii. No Liabilities: HIRBOX will not be responsible for any taxes based on the Supplier's net income or for any tax payments and filings related to the Supplier's own employees or subcontractors used in the provision of services under the agreement. The Supplier is solely responsible for fulfilling its tax obligations with respect to its employees or subcontractors.

iv. No Implied Fees: The Supplier will only be entitled to payment for the charges specified by HIRBOX for the provision of services and the fulfillment of the Supplier's obligations under the agreement. Unless otherwise specified by HIRBOX, the charges for the services will include all out-of-pocket expenses incurred by the Supplier, such as travel and subsistence expenses.

v. Payment Term: Each requirement posted on HIRBOX may have different payment terms and a guarantee clause, which determines the minimum duration for which a candidate must work at the client site for payment to become due. When a supplier accepts to work on a job, they accept the specified payment terms and guarantee clause.

The charges owed to the Supplier under the agreement will be paid by HIRBOX at the end of the payment term specified for the job, or after the completion of the guarantee period, whichever is later. To facilitate payment, the Supplier must submit a correct, undisputed, and appropriately due invoice.

The invoice should include, at a minimum:

- a. A brief description of the services provided, along with any accompanying reports that form the basis of the services.
- b. The period to which the invoice relates.
- c. All charges and applicable taxes.

By including these details in the invoice, the Supplier ensures clarity and accuracy for the payment process.

vi. Invoice Verification: HIRBOX has the right to verify the reports provided by the Supplier and review the invoices submitted. HIRBOX may raise queries or seek clarifications from the Supplier regarding the invoices. If the Supplier fails to address the queries within a reasonable time, HIRBOX may, at its discretion, withhold payment for the entire invoice amount or a portion thereof until the queries are satisfactorily resolved.

vii. Invoicing Details: To maintain transparency, the offer amount agreed upon between the Demand Recruiter and the candidate on the joining date, as well as the candidate's confirmation of joining, will be shared with the Supplier. Upon receiving the confirmation, HIRBOX will notify the Supplier of the invoice date and the amount payable in the agreed currency. If the currency associated with the candidate's salary, the HIRBOX invoice, and the Supplier's invoice are not the same, HIRBOX will inform the Supplier of the exact amount payable for the Supplier's invoice based on the exchange rate received from the Demand Recruiter and the bank, as determined by HIRBOX.

viii. Payment Adjustments: HIRBOX retains the right to adjust the payment owed to the Supplier under these terms against any amounts owed to HIRBOX, including but not limited to instances of breach of these terms and conditions, misappropriation, fraud, or negligence on the part of the Supplier.

ix. Acceptance of Service: The Supplier acknowledges that HIRBOX making payment for any invoices due does not constitute acceptance of the services provided. Such payment is without prejudice to any representations or warranties made by the Supplier and does not imply approval or acceptance of the services rendered.

x. Dispute Resolution: In the event of a bona fide dispute between HIRBOX and the Supplier regarding the entirety or any part of an invoice, HIRBOX may withhold payment for the disputed amount. However, HIRBOX is still obligated to pay the undisputed amount in a timely manner as per the agreed terms. Either party may initiate the dispute resolution procedure outlined in clause 15 of the agreement. If a dispute arises, the Company (HIRBOX) will inform the Supplier (Agency) about the disputed amount and provide details regarding the nature of the dispute.

5. Privacy:

i. Applicable Laws: The Supplier agrees to abide by the applicable privacy laws in its jurisdiction and in other jurisdictions to the extent applicable in the event of cross border data transfer. The Supplier further acknowledges that it has read, understood, and agrees to the privacy policy available at Hirbox Platform.

ii. Personal Information: The Supplier is responsible for ensuring that all personal information pertaining to a candidate has been obtained lawfully and with proper consent. The Supplier must ensure that the candidate is fully aware and has given consent for their personal information to be shared with HIRBOX and the relevant Demand Recruiter. It is the Supplier's duty to comply with applicable data protection and privacy laws and to handle personal information in a secure and confidential manner.

iii. Liability: The Supplier bears sole responsibility and liability for any claims, losses, damages, or liabilities that may arise because of non-compliance with applicable privacy laws pertaining to the data shared by the Supplier. It is essential for the Supplier to adhere to all relevant privacy laws, including obtaining proper consent and ensuring the appropriate handling and protection of personal data. HIRBOX shall not be held liable for any non-compliance by the Supplier in this regard.

iv. Indemnity: The Supplier agrees to indemnify and hold HIRBOX and its members harmless from any claims, losses, or damages arising out of any breach or non-fulfillment of the Supplier's obligations as set forth in the terms provided by HIRBOX. The Supplier shall bear the responsibility for any liabilities incurred by HIRBOX and its members due to the Supplier's actions or omissions. This indemnification clause ensures that the Supplier takes full responsibility for any harm or losses caused to HIRBOX or its members because of their non-compliance or failure to meet their obligations under the agreed terms.

6. Other Terms and Conditions:

a. HIRBOX operates as a recruitment marketplace where Demand Recruiters have the freedom to post their requirements and engage in transactions as they see fit. While HIRBOX strives to facilitate successful transactions, it does not guarantee or make any explicit or implicit commitments to Suppliers regarding specific revenue targets or future outcomes. The Supplier acknowledges that any investments or expenses incurred in their business are their own responsibility, and HIRBOX shall not be held liable for any shortfall against their internal expectations. The Supplier assumes the risk associated with their business operations and transactions on the HIRBOX platform.

b. The Supplier is responsible for complying with their respective tax obligations in accordance with the laws applicable to them. This includes fulfilling any tax requirements and making timely payments as required by the relevant tax authorities. HIRBOX does not assume any responsibility for the Supplier's tax liabilities or obligations.

7. Representations and Warranties:

The Supplier hereby represents and warrants to HIRBOX the following:

- a. The Supplier warrants that it has the full right and power to enter and abide by the terms and that there are no conflicting agreements entered into by the Supplier in violation of any principal terms of the terms. The Supplier can enter independent legal contracts with third parties and capable of performing the terms of such contracts without any restrictions.
- b. The Supplier has all the requisite consents, licenses, and permissions to:
 - i. Enter these terms; and
 - ii. Carry out obligations set out in these terms, and it shall keep all such consents, licenses, and permissions always renewed and valid during the continuance of these terms.
- c. The Supplier represents and warrants that the Supplier will not be in violation of any laws applicable to the members or in non-compliance with any obligations under any existing or future contracts entered into by the Supplier.
- d. The Supplier agrees that it shall not attempt to access any information/database created by HIRBOX in an unauthorized manner.
- e. The Supplier agrees to fully abide by the terms and conditions of the terms for the entire term to its fullest extent including any rules / policies of HIRBOX as updated from time to time.
- f. The Supplier warrants that the services rendered hereunder shall not violate any law, rules, regulations or any order of government or any authority nor shall be inconsistent with any instrument and/or document executed by the Supplier or in which the Supplier is a party whether directly or indirectly.
- g. The Supplier represents that the member is in compliance with all local laws including privacy and data protection laws, intellectual property laws, etc. applicable to the Supplier while sharing third party information, i.e., of the candidate or the hiring company as the case may be.
- h. The Supplier represents and warrants that it has necessary infrastructure equipped with amenities and facilities (including well trained staff/employees) as may be required for carrying out its obligations under these terms.

- i. The Supplier represents and warrants that the services will be performed with all reasonable skill and care and in accordance with good industry practice.
- j. The Supplier represents that there are no hidden costs or charges to be incurred by HIRBOX for availing the Services other than charges stated by HIRBOX.
- k. The Supplier represents and warrants that there are no actions, suits or proceedings or regulatory investigations pending or, to its knowledge, threatened against or affecting it before any court or administrative body or arbitration tribunal that might affect its ability to meet and carry out its obligations under these terms.
- l. The Supplier agrees and acknowledges that it has in its possession all relevant documents/authorizations to support the representations and warranties of the Supplier herein which shall be provided by the member to HIRBOX as and when required by HIRBOX; and
- m. The member understands that this is not an exchange for job seekers, and such will not under any circumstances send their own profile for any job post on HIRBOX. The jobs on the platform are meant to be accessed by recruiters to source profiles of the candidates.

8. Confidentiality:

The Supplier acknowledges and agrees to maintain strict confidentiality regarding any information obtained in its capacity as a member of HIRBOX. The Supplier shall not disclose such confidential information to any unauthorized third party without the explicit authorization of HIRBOX.

The Supplier understands that confidential information includes, but is not limited to, any non-public information, data, documents, trade secrets, business strategies, financial information, or any other proprietary information disclosed by HIRBOX or its members.

The Supplier shall take all necessary measures to safeguard the confidentiality of such information, including implementing appropriate security measures and restricting access to authorized individuals only. The Supplier shall not use the confidential information for any purpose other than the performance of its obligations under these terms.

The obligations of confidentiality shall continue even after the termination or expiration of these terms. The Supplier shall return or destroy any confidential information in its possession upon the request of HIRBOX or upon termination of its engagement with HIRBOX.

Any breach of the confidentiality obligations may result in legal action and the Supplier may be held

liable for any damages or losses incurred by HIRBOX or its members because of such breach. This confidentiality provision is in addition to any other confidentiality or non-disclosure agreements that the Supplier may have entered into with HIRBOX. In case of any conflict between those agreements and this provision, the more restrictive provision shall apply.

9. Termination:

The Supplier has the right to terminate this agreement by providing a written notice to HIRBOX via email, stating its intention to terminate the agreement. The notice should be sent at least 30 (thirty) days prior to the intended termination date. HIRBOX, on the other hand, may terminate the agreement based on the performance management criteria specified in section 3.x of the agreement. However, any rights and obligations related to existing transactions prior to termination shall continue to be in effect after termination or expiration of the membership.

10. Tax Responsibilities:

All Suppliers are responsible for complying with their respective tax obligations in accordance with the laws applicable to them. HIRBOX shall not be liable for any taxes or obligations arising from the Supplier's business activities.

11. Assignment:

HIRBOX reserves the right to assign its rights under this agreement to a third party at its own discretion, without requiring consent or providing recourse to the Suppliers.

12. Intellectual Property:

Any intellectual property rights created by HIRBOX in pursuit of its objectives shall be owned exclusively by HIRBOX. The Supplier acknowledges and agrees that it does not acquire any rights or ownership over the intellectual property created by HIRBOX.

These terms and conditions constitute the entire agreement between the Supplier and HIRBOX and supersede any prior agreements or understandings, whether written or oral, relating to the subject matter herein. Any modifications or amendments to these terms must be made in writing and signed by both parties.

13. Dispute Resolution:

a. Disputes between Demand Recruiters and Suppliers shall be governed by the respective laws applicable to the Demand Recruiters and Suppliers. The parties involved in the dispute shall make reasonable efforts to resolve the dispute through amicable negotiations. In case mediation is required, HIRBOX may facilitate the mediation process. Prior to initiating any legal action, members are required to inform HIRBOX of the dispute.

b. Disputes between Suppliers and HIRBOX shall be subject to arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, with the seat of arbitration in Bangalore, India. The laws governing the terms and conditions shall be Indian laws. The arbitration proceedings shall be conducted in English, and the decision of the arbitrator shall be final and binding on the parties involved.

The parties agree to comply with and abide by the arbitration decision and waive any right to challenge or appeal the decision to any court or tribunal to the fullest extent permitted by law.

This dispute resolution clause does not restrict HIRBOX's right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent or stop any violation or infringement of its rights.

14. HIRBOX reserves the right to modify or update the terms of this agreement at its sole discretion. While HIRBOX will make reasonable efforts to notify the Supplier of any material changes to the membership terms or by-laws via email, it is the responsibility of the Supplier to stay informed about the current membership terms and by-laws. If the Supplier does not raise objections or terminate their membership in writing within one month of the changes, it will be deemed that the Supplier has accepted the modified terms of membership and/or by-laws and agrees to adhere to them.

15. This agreement between the Supplier and HIRBOX shall remain in effect until it is revised by HIRBOX or terminated by either party with written notice.

16. If the Supplier engages any third-party contractors or agencies to provide services to HIRBOX and its Demand Recruiters, the Supplier shall remain liable and responsible to HIRBOX and its Demand Recruiters for the services rendered by such third parties.

I hereby acknowledge that I have read and understood the complete terms of membership and agree to the same.