

MEMBERSHIP BY-LAWS**1) MEMBER REPRESENTATIONS AND WARRANTIES**

- (a) The member warrants that it has the full right and power to enter into and abide by the terms and that there are no conflicting agreements entered into by the member in violation of any principal terms of the terms. The member is capable of entering into independent legal contracts with third parties and capable of performing the terms of such contracts without any restrictions;
- (b) The member represents and warrants that the member 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 members;
- (c) The member agrees to its unrestricted obligation and liability in respect of making timely payments of fees as due and payable to CBREX as per the terms;
- (d) The member agrees that it shall not attempt to access any information/database created by CBREX in an unauthorized manner;
- (e) The member 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 CBREX as updated from time to time;
- (f) The member shall be governed by the laws of the country where the member is situated and the member is fully capable of raising invoices and receiving payments as per these terms without any obligations to be performed by CBREX;
- (g) The member represents that the member is in compliance with all local laws including privacy and data protection laws, intellectual property laws, etc. applicable to the member while sharing third party information, i.e., of the candidate or the hiring company as the case may be;
- (h) The member warrants that all posts made by the member on the CBREX platform will be genuine and it shall be the responsibility of the members to verify the same. CBREX may, at its discretion, require the member to provide satisfactory documents evidencing the same and it shall be the member's responsibility to provide the same;
- (i) The member agrees and acknowledges that it has in its possession all relevant documents/authorizations to support the representations and warranties of the member herein which shall be provided by the member to CBREX as and when required by CBREX;
- (j) The member understands that this is NOT an exchange for job seekers will NOT under any circumstances send their own resume/ CV for ANY job post on CBREX. The jobs on the platform are meant to be accessed by recruiters to source resumes or CVs; and

2) ROLES AND OBLIGATIONS OF A DEMAND RECRUITER (DR)

Every member performing the role of a DR shall have the following duties/obligations:

- (a) To act as an interface and the sole point of contact between the hiring company and the members of CBREX or SRs who are working on those opportunities;
- (b) To undertake and verify that all the posts on the CBREX platform are genuine and ensure that all requests have been verified;

- (c) To provide proper details on the CBREX platform in a timely manner with respect to any opportunity/ies created along with relevant timelines and such other details as may be needed by CBREX members from time to time;
- (d) To do all such acts needed to ensure the smooth and efficient communication between the hiring company and the candidate using the platforms provided by CBREX including any communication with an SR;
- (e) To raise proper invoices upon the hiring company on completion of any particular transaction which shall be deemed to be complete once a candidate has been effectively placed with a hiring company through the DR;
- (f) To not directly deal with the candidate without informing the SR through the messaging platform of CBREX;
- (g) To conduct itself in a fair and professional manner;
- (h) To maintain anonymity on the platform and not disclose their contact details in any communication with the SR;
- (i) To communicate to the candidate that his/her resume was received from the CBREX platform and to maintain anonymity in any communication with the candidates;
- (j) To ensure that all jobs that are posted on the platform are backed by valid documentation and proof of contracts with the clients on whose behalf these jobs have been posted; and
- (k) To pay CBREX within 72 hours of receiving the money from the client.

3) ROLES AND OBLIGATIONS OF A SUPPLY RECRUITER (SR)

Every member performing the role of a SR shall have the following duties/obligations:

- (a) To act as an interface and sole point of contact between the candidate and the DR;
- (b) To undertake and verify that all the posts on the CBREX platform are genuine and ensure that all requests have been verified;
- (c) To provide proper details to the DR in a timely manner with respect to any candidates requested for by the DR with respect to any particular opportunity/ies along with suitably vetted resumes in such formats as specified by the CBREX platform;
- (d) To do all such acts needed to ensure the smooth and efficient communication between the candidate and the hiring company using the platforms provided by CBREX including any communication with a DR;
- (e) To raise proper invoices upon CBREX on intimation by CBREX on completion of any particular transaction which shall be deemed to be complete once a candidate has been effectively placed with a hiring company through the DR;
- (f) To not directly deal with the hiring company of the DR;
- (g) To conduct itself in a fair and professional manner;
- (h) In case of early termination/ resignation of the services of a candidate, to source a suitable replacement candidate within 3 months for the hiring company at no further cost;

- (i) To provide apt and suitable candidates for every opportunity provided within the timeline. Once a member in his capacity as an SR accepts the request originating on CBREX for seeking out suitable candidates in respect of any existing opportunity raised within an agreed timeline the member shall ensure that the member dedicates suitable time and effort in respect of procuring candidates required for such opportunity within the timelines agreed; and
- (j) In case the same candidate is provided by 2 SRs, the member providing the first information/ CV of such candidate will be the one who will engage on that candidate with the DR. The feedback mechanism on the platform will communicate this to the SR.

4) ROLE AND OBLIGATIONS OF CBREX

- (a) The role of CBREX for any particular transaction shall be to provide an efficient communication platform to DRs and SRs by liaising with their members for any opportunity/ies including managing the flow of suitable resumes/ CVs of Candidates as per the requirements posted by a DR on CBREX;
- (b) To act as the sole conduit of communication for all hiring to be done by the members with a thrust on transparency and effective management;
- (c) To provide through its managers/platform the requirements to the relevant SRs for each opening from initiation of each requirement up to its final closure;
- (d) To ensure due compensation to a SR for the successful services rendered by it in the unforeseen event of a default by a DR to share the amounts due towards the share payable to CBREX from the base fees as per these terms;
- (e) To take appropriate measures including termination of membership by any DR for non-payment of the share of the base fee due to be paid to CBREX as per these terms;
- (f) CBREX shall also ensure that there is no direct communication between CBREX with any candidates without the knowledge and/or authorization of any member agents representing such candidates;
- (g) It shall ensure its intervention in the event any DR attempts any direct contact with a candidate without an express authorization of the SR representing such candidate;
- (h) It shall not be held liable for any losses caused to a member with respect to any similar/duplicate requirement raised by a member on behalf of any hiring company where another member has already raised the said Requirement with CBREX earlier;
- (i) Similarly, CBREX shall not be held liable for any losses caused to a SR where any particular candidate forwarded by a SR has already been forwarded earlier by another SR for the same requirement;
- (j) Being a transaction/communication platform, CBREX shall not maintain a database of candidates.

- (k) CBREX will ensure that in case the SR does not provide the replacement candidate to the DR under the clause specified CBREX will refund its share of the payment and also the share of the payment that has been made to the SR; and
- (l) CBREX shall have no obligation to provide recruitment opportunities or candidates to any member under these terms of membership.

5) CODE OF CONDUCT FOR MEMBERS

- (a) Every member shall be governed by a code of conduct updated from time to time by CBREX which shall be equally applicable on all members irrespective of their roles, abilities and territory of operation;
- (b) Each member shall ensure fair payment terms for all transactions to be done through CBREX as per standard industry terms in the area of operation of such member acting as a DR which shall not be less favorable than any similar terms offered to the said member by the same hiring company in any previous transactions and/or any other companies for any similar transactions; and
- (c) CBREX shall not tolerate any disparate attempts by any member to contact any other member directly/indirectly without the consent/knowledge of CBREX to circumvent the objectives of CBREX and CBREX reserves its right to suspend, terminate, and disqualify the membership of such members on being made aware of such breach by any particular member.

6) PAYMENTS

The DR can set the fee/commission that they want to pay out on successful completion of the assignment.

The SR shall agree upon their share for each position enlisted on CBREX, which would be a fixed amount ,before working on that assignment.

The members agree that once the fee/commission is agreed upon for a position, it shall not be decreased by the members for that position. However it can be increased in case the DR feels the need .

With a view to ensure complete transparency, each member shall, in good faith, be responsible to disclose the payment due date from the client at the time of posting a job on CBREX. This will ensure that any member who works on a job is clear on the payment terms that are applicable for that job.

Further in respect of full time jobs, any replacement time frame also needs to be disclosed during the time of posting a job.

7) INVOICES FOR PAYMENTS RECEIVABLE

It shall be the responsibility of the DR to raise an invoice on the hiring company within 2 working days of the candidate joining the hiring company and to simultaneously intimate CBREX that an invoice has been raised on the hiring company.

CBREX shall, within 2 working days of receiving such intimation from the DR, raise an invoice on the DR for a total of the amount payable to CBREX and to the SR. CBREX shall

intimate the SR that an invoice has been raised on the DR within 2 working days of doing the same.

The SR shall, within 2 working days of receiving such intimation from CBREX, raise an invoice on CBREX for the amount payable to the SR.

The members and CBREX shall ensure that all payments are made within the stipulated payment time frame that has been mentioned for each job. For contract jobs that work on a commission split basis, the invoicing will happen every month based on either a fixed number of working hours OR on a variable working hour model as specified in the job post.

---xxx---xxx---xx) xx---xxx---xxx---