

4. NO REPRESENTATION

The AGENCY shall not represent to any person that it is the agent, partner, joint venture partner or subsidiary or any like relative of CLIENT. The AGENCY shall, not in particular, represent to any one that CLIENT is bound by employment recommendation made by the AGENCY. The AGENCY shall neither be entitled to make any commitments or alterations on behalf of CLIENT or bind the CLIENT either directly or indirectly with any such commitments unless specifically authorized in writing by CLIENT.

5. COMPENSATION AND METHOD OF PAYMENT

Compensation for GoldQuest's services will be computed pursuant to Exhibit A. GoldQuest offers the pricing in Exhibit A.

The compensation specified in Exhibit A shall constitute full compensation for all services performed by GoldQuest, which are identified in this Agreement, including all applicable fringe benefits, indirect costs, overhead and profit allowance, materials and supplies. Clients will be billed separately for all applicable fees, surcharges and taxes (like service tax / withholding tax / any other applicable taxes).

GoldQuest will be billing the Client on a monthly basis for services.

Billing for Insufficiency and on hold Cases: If BGV requests are pending due to insufficiencies or kept on hold over 30 days by CLIENT for various reasons, AGENCY will raise the invoices for the checks completed excluding the checks which are pending insufficiency and on hold cases. Once the insufficiencies are cleared, AGENCY will reissue that particular check and raise invoice in the subsequent months.

E-invoices would be emailed to the designated client contact. Client will make payment to GoldQuest within thirty days (30) of receipt of e-invoice.

EXHIBIT - A Background Screening Reports Pricing for InspiredLab Software Systems Pvt Ltd

SL NO.	SCOPE OF SERVICES (DOMESTIC - INDIA)	PRICING (INR) per Single Component
1	Academic / Education Verification – Last 2 (Dig Locker/ Online portal / Physical Query verification from the university)	300 * 2 = 600
2	Employment Verification (Last 2)	250 * 2 = 500

3	Address Verification (Physical Site Visit/Permanent/Current/Previous)	400
4	National Identity Check (Passport/Plan card/Address/Driving License)	200
5	UNEMPLOYMENT Verification (Ex-Employment)	250

Below mentioned are the remaining Scope of Services and their pricing. It will be applicable when requested by the client –

SL NO	SUB SCOPE OF SERVICES (DOMESTIC - INDIA)	PRICING (INR) per Single Component
1	Supervisor / Reporting Manager Check (Ex-Employment)	250
2	ITR/Form 26 AS (Ex-Employment)	200 per financial year
3	Professional Reference Check (Ex-Employment)	250
4	Employment GAP Screening	500
5	Police Verification (Police Confirmation from an Advocate)	300
6	Police Verification Certificate / Police Clearance Certificate (PVC/POD TAT - 21 to 23 days)	1500
7	Instant Drug Test – 5 Panel/5 Panel/10 Panel	750/950/1200
8	Unemployment Search	300
9	Web Based / Social Media Check	300
10	Proof of Address Check / Address Verification	400
11	Professional Background Search	300
12	Criminal Records / Court Verification - CRC	300
13	CIBIL Check / Credit Verification	300
14	PCA - Financial Conduct Authority	300
15	COG - The Office of Inspector General	300
16	OFAC - The Office of Foreign Assets and Control	300
17	GSA - General Service Administration	300
18	World Check / Global Database Check / Criminal Database	450

Note:

- Please note that the rates are exclusive of GST, University Fee (If Applicable), Employment Verification Fee (If Applicable), and any other incidental expense which we shall intimate beforehand.
- All services mentioned above are available on a PAN India basis except for Jammu & Kashmir and North-East India areas.

- Following fees will be applicable within India and any other country the fees will be applicable as per the country.

6. CHARGES AND EXTRA SERVICES

Client reserves the right to order changes in the services to be performed by GoldQuest. All such changes shall be incorporated in written orders executed by Client's Authorized Representative and GoldQuest, which shall specify the changes ordered and the adjustment of compensation and a revised time required, if any.

During the term of this Agreement, GoldQuest and Client may incorporate additional services into this Agreement on the terms set forth in Exhibit A. Authorization for additional services will be incorporated into this Agreement only by written change order(s).

DELIVERABLES:

- **Final Verification Reports** A final summary report of the verification findings, issued by GoldQuest, on completion of the verification process for each service request received from the Client.
- **Supplementary Verification Reports** A report issued by GoldQuest to update the Final Verification Report or include additional verification findings if applicable post issuance of the Final Verification Report.

7. TURNAROUND TIME

Unless otherwise agreed and specified by GoldQuest, Final Verification Reports shall be sent within Ten (10) working days from the date of receipt of the complete information and applicable authorities in the form and manner specified by GoldQuest. The Turnaround Time shall be applicable to all verification requests received from the Client including requests for re-verifications. The Turnaround Time shall not be applicable where a written verification response is sought from the respective verifying authority. In such cases GoldQuest shall issue the Final Verification Report within the Turnaround Time with verifications obtained verbally and shall issue a Supplementary Verification Report upon receipt of the written verification response from the respective verifying authority.

8. SERVICE LEVELS

GoldQuest will endeavor to ensure a Service Level of 85% on a monthly basis. However, the following agreed exceptions shall be allowed for calculation of Service Level (Service Level = Number of Reports sent within the Turnaround Time / Total Number of reports sent during the month).

- 8.1 Closure of computerized national establishments due to unforeseen exigencies (e.g. fires or natural calamities, etc. Such periods will be communicated by the Service Provider as and when they occur along with the anticipated period of elongation.



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| B.3 | Temporary closure of an educational establishment/company, vacations, examinations, elections, limited availability of HR personnel due to internal approval processes and any other factors that have been identified and shared with the Client from time to time. |
| B.3 | Cases where a written verification to an institution is required for obtaining verification. |
| B.4 | A discrepancy found during verification that requires further investigations. |
| B.5 | Delays caused by respective Institution (e.g. Police department, Court, etc.) |
| B.6 | Delays caused by technical or server related issues. |

6. LIBRARY & TOXICOLOGY

While GoldQuest shall make every reasonable effort to complete the verifications as agreed herein, GoldQuest shall not be deemed responsible for educational institutions, past employees, local authorities who do not act in response to the verification requests despite repeated attempts. In cases where GoldQuest has not received the required information from the Client (i.e. permission to contact the current employer).

Insufficient information from the candidate within the specified time, and, j) if the verification has not been completed despite repeated attempts, within the turnaround time defined in Section 3.0.3 above, GridQuest shall issue the Final Verification Report along with an "Unable to Verify" notification.

A supplementary report may be issued at a later stage when either the requested insufficient information is received from the Client and the verification has been completed or the third-party previously contacted provides the verification. The Client can, at its discretion, request GoldQuest to make one more attempt to verify an unverified record. All Final Verifications Reports shall be subject to available fees.

10. TERMINATIONS

- 10.1 **Termination for Cause:** Should Golcoquest be in default of the terms of this Agreement and fail to remedy the default within thirty (30) business days of receipt of Client's notice of default, Client may in its discretion terminate this Agreement on such date thereof as Client deems to be most directly affected by the default.

- 10.2 The term "default" for purposes of this provision includes, but is not limited to, the performance of work in violation of the terms of this Agreement; abandonment; bankruptcy or insolvency of a receiver for GoldQuest's property;

failure of GoldQuest to perform the services or other required acts within the time specified for this Agreement or any extension thereof; refusal or failure to provide proper workmanship; failure to take effective steps to end a prolonged labor dispute; and the performance of this Agreement in bad faith.

- 10.3 Termination for all other causes: The performance of work under this Agreement may be terminated by either Party by providing a 30-day written notice to the other party.

11. NO GUARANTEES OR WARRANTIES

GoldQuest will use its best efforts to fulfill its obligations under this Agreement including use of commercially sound standards and practices and shall ensure reasonable procedures to accurately compile and transcribe the verification information as received from the respective verifying authorities or source of verification and thereafter provide the Report. However, GoldQuest services are provided as-is and does not guarantee or warrant and hereby disclaims any guarantee or warranty that the information provided to Client is correct, complete, current, nondefective or fit for a particular purpose.

12. FORCE MAJEURE

Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, explosion, storms or other similar catastrophes; any law, order, regulation, direction, action of any government, including state and local governments having jurisdiction over either of the Parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; acts of terrorism, insurrections, riots, wars, or strikes, lockouts, work stoppages or other labour disputes or difficulties.

13. GOLDQUEST GLOBAL'S GENERAL OBLIGATIONS

GoldQuest Global agrees that it will:

- 13.1 be responsible for identifying and taking all steps necessary to comply with all applicable laws in the preparation and transmission of Screening Reports; and
- 13.2 follow reasonable quality assurance procedures to assure accuracy of the information

contained in a Screening Report and to maintain procedures designed to confirm, to the extent reasonably possible, that the reported public record information is complete and current; and

- 13.3 re-verify any disputed report when either Client or an Applicant makes a request in accordance with applicable law. GoldQuest Divs will respond in writing on a timely basis; and
- 13.4 maintain Applicants' Report information and transaction details for a maximum of six (6) months; and
- 13.5 maintain the confidentiality of its data acquisition and verification methodology;
- 13.7 It is the div's responsibility to cross-check and audit all the reports submitted by GoldQuest within 6 months from the date of report dispatch. If any concerns arise after 6 months, GoldQuest will not assume responsibility, and we do not retain applicant data for more than 6 months from the date of report dispatch, in accordance with our data security policies;
- 13.8 to ensure confidentiality by its sub-contractors or other agents, if any, engaged for the purpose of providing Screening Reports.

14. CONFIDENTIALITY

AGENCY undertakes and agrees that Confidential Information furnished to AGENCY, its employees, personnel, agents and employees in relation to providing the Services will be kept confidential by AGENCY and its employees / personnel and such information will be used only for discharging their obligations under this Agreement.

AGENCY shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse or non disclosure of the Confidential Information to any third party.

AGENCY will ensure that during all investigations or verifications for the CLIENT's employees shall not disclose the details of CLIENT or their nature of business unless authorized by the CLIENT.

15. ARBITRATION

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on both the parties.



14. NOTICES

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To InspiralLike Software Systems Pvt Ltd
Address - Google Maple Technology Park, 56/1B B.S.S, 9 Hosur Main
Road, Service Rd, Gorvathahalli Palaya, Bengaluru, Karnataka 560068
Contact Person Name - Anirudh Kalyanmal
Title / Designation: VP - Operations

To: GOLDBQUEST GLOBAL HR SERVICES PVT LTD
 Its-23X154/172, 3rd Floor, Gamma, 4th Floor, Outer Ring Road
 Sakubasanehalli, Panchanelli, Bengaluru, Ph: 080-368103
 Authorized Person Name: Mr. Jayakumar Yels
 Designation: CHRO – Chief Executive Officer

1.7. CHOICE OF LAW AND CONSENT TO JURISDICTION

All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of India.

The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State courts located in New York. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified.

18. ENTIRE AGREEMENT

This Agreement is the entire agreement of the parties. Each party represents that in entering into this Agreement, it has not relied on any previous representations, inducements or understandings of any kind or nature.

19. AVAILABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall nevertheless continue in full force without being impaired or invalidated in any way.

10. BENEFIT OF AGREEMENT

This Agreement shall bind and benefit the parties hereto and their heirs, successors and permitted assigns.

FOR EmployeesLike Software Systems Pvt Ltd	FOR GOLDQUEST GLOBAL HR SERVICES PVT LTD
	Jayakumar Velu Digitally signed by Jayakumar Velu Date: 2025.12.05 10:09:21 +05'30'
Authorized Client Representative Signature & Stamp	Authorized Representative Signature & Stamp
Authorized Person Name: Ms. Prema Karjaneel	Authorized Person Name: Mr. Jayakumar Velu
Title / Designation: VP – Operations	Title / Designation: CEO – Chief Executive Officer
Date: 9 th December 2025	Date: