



### **SERVICE AGREEMENT**

| This "**AGREEMENT**" is made and entered into this **98<sup>th</sup> January, December, 20262025** by and between

**GoldQuest Global HR Services Private Limited**, registered in India and located at **No-293/154/172, IndiQube-Gamma, 4<sup>th</sup> Floor, Outer Ring Road Kadubeesahalli, Marathahalli, Bangalore, Karnataka, India, Pincode - 560103**, [HEREINAFTER CALLED THE **AGENCY / GOLDQUEST GLOBAL**] which expression shall unless repugnant to the meaning or context thereof be deemed to mean and include its successors in interest and permitted assigns) of the **FIRST PART**.

AND

**Masimo Medical Technologies India Private Limited**, located at **3<sup>rd</sup> Floor, KHR House, 11/2 Palace road, Vasanth Nagar, Bengaluru , 560001** [HEREINAFTER CALLED THE **CLIENT**] which expression shall unless repugnant to the meaning or context thereof be deemed to mean and include its successors in interest and permitted assigns) of the **OTHER PART**.

(The **AGENCY** and **CLIENT** wherever the context so requires or permits are hereinafter individually referred to as "Party" and jointly as "Parties")

Client desires to retain GoldQuest to provide background screening reports of job applicants (hereinafter referred to as "**Applicants**").

GoldQuest is a background-screening agency that provides, among other things, verification reports ("**Screening Reports**") for employment purposes.

GoldQuest and Client agree that GoldQuest shall furnish to Client upon Client's request Screening Reports in connection with the hiring of Applicants subject to the following terms and conditions:

#### **THIS AGREEMENT WITNESSETH:**

WHEREAS the **AGENCY** is a service provider with expertise in background verification of employees. The **AGENCY** has the legal right to work in the Country where the services are performed, experience, expertise and necessary infrastructure to meet the requirement, in providing employee background check services to the **CLIENT**.

The **AGENCY** will render background verification service during the term of this Agreement and any extended period thereof, without any interruption whatsoever to the **CLIENT** or any person duly authorized by the **CLIENT**.

WHEREAS the **AGENCY** has agreed to render their services to the **CLIENT**, on the terms and conditions, set out hereunder based on the mutual agreement between the **AGENCY** and the **CLIENT**.



## 1. DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires, when used in this Agreement:

- 1.1 "Agreement" shall mean this agreement, including any subsequent written modifications and amendments thereto in terms hereof.
- 1.2 "Confidential Information" shall mean and include all information, data related to the CLIENT during the term of this agreement.
- 1.3 "Services" shall mean and include the satisfactory performance of the services agreed to be rendered by the AGENCY to the CLIENT in terms hereof.
- 1.4 "Month" shall mean the calendar month.
- 1.5 "Working days" shall mean 5 working days from Monday to Friday (09.30 am to 06:30 pm IST).

## 2. SCOPE OF THE AGREEMENT / SERVICES

GoldQuest Global's services are described in Exhibit A "**Scope of Services and Pricing.**" GoldQuest shall be responsible to perform and secure the satisfactory performance of all requested services in their entirety as designated by Client's Authorized Representative. Satisfactory performance means the completion of the activities defined in Exhibit A, including the deliverables in accordance with the Agreement terms and conditions. Subject to Exhibit A, Screening Reports may include employment history, credit reports, PAN trace reports, criminal record services, drug screening, professional license verifications, educational history, and personal references, which are collected and processed by GoldQuest through various channels of information available.

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The photocopies of details given by the candidate will be given to the AGENCY by the CLIENT.

The AGENCY with its special search methodology will verify and check a candidate's academic and professional backgrounds details provided by the candidate.

Decision in favour of/against an associate will be directly taken by CLIENT on the basis of the details provided by the AGENCY after weighing the authenticity of the information.

## 3. AGREEMENT TERM

This Agreement is initially for a three (3) years term; agreement will be automatically renewed every year, except otherwise either party terminate it. Either party may terminate this Agreement by serving one month of written notice period.



#### 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 admissions 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 offered the fixed 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 expenses of any kind, benefits, indirect costs, overhead and profit allowance, materials and supplies.

GoldQuest will be billing the Client on a monthly basis for services delivered and accepted by the Client

**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 insufficiencies and on hold cases. Once the insufficiencies are cleared, AGENCY will reinitiate that particular check and raise invoice in the subsequent months.

E-invoices would be emailed to the designated client contact. Subject to the satisfactory performance of the services, Client will make payment to GoldQuest within Thirty days (30) of receipt of e-invoice.



## EXHIBIT - A

### BackGround Screening Reports Pricing for

#### Masimo Medical Technologies India Private Limited

SL NO	SUB SCOPE OF SERVICES (DOMESTIC - INDIA)	PRICING (INR) per Single Component
1	Academic / Education Verification	500
2	Employment Verification (Pre / Post / Active Employment) email	400
3	Supervisor / Reporting Manager Check (Ex-Employment)	350
4	UAN/PF Verification (Ex-Employment)	350
5	ITR/Form 26 AS (Ex-Employment)	300
6	Professional Reference Check (Ex-Employment)	350
7	Employment GAP Screening	500
8	Police Verification (Notary Confirmation from an Advocate)- clarify	400
9	Directorship Search	350
10	Proof of Address Check	400
11	Professional Bodies Search	400
12	Criminal Records / Court Verification - CRC	400
13	World Check / Global Database Check / Criminal Database	450
14	Address Verification (Physical Site Visit- Permanent/Current/Previous)	Metro - 400/Non Metro - 450
15	National Identity Check (Passport/Pan card/Aadhaar/Driving License)	250

#### Note:

- Please note that the rates given above are for single component. For example – if the requirement is for 2 educations and 3 employments then the pricing will be  $500*2 = 1000$  and  $400 *3 = 1200$  respectively.
- Please note that the rates are exclusive of GST, University Fees (If Applicable), **Employment Verification Fees (If Applicable)**, and any other incidental expense which we shall intimate beforehand and agreed between the parties from time to time.

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- All services mentioned above are available on a PAN India basis except for Jammu & Kashmir and terrorist/Naxalite hit areas.
- Following fees will be applicable within India and any other country the fees will be applicable as per the country.

## 6. CHANGES 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 completion time required, if any.

During the terms 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 Report:** 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 Report:** 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 within the time limit agreed by the Client.

If GoldQuest fails to submit the investigation report within the agreed timeframe, GoldQuest shall pay the Client a penalty of 1% of the service fee for each day of delay. In the event the delay exceeds 30 days, the Client shall have the right to unilaterally terminate this Agreement and require GoldQuest to bear all losses incurred by the Client as a result. In the event that GoldQuest provides false information or fails to perform its investigation duties, resulting in losses to Client, GoldQuest shall be fully liable for compensation.

## 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 (confirmation of receipt shall be given by email to Masimo's point of contact) agreed by the parties. 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 the written verifications obtained 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 100% 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 Cases where a written verification to an institution is required for obtaining verification.
- 8.2 A discrepancy found during verification that requires further investigations.
- 8.3 Delays caused by respective Institution (e.g. Police department, Court, etc.)
- 8.4 Delays caused by technical or server related issues

These suspensions shall apply only where the GoldQuest has promptly initiated the verification process and can provide evidence of the request.

The GoldQuest shall notify the Client within 24 hours of such circumstances and provide status updates every 5 working days. No suspension shall exceed 10 working days, unless agreed in writing by the Client, and suspensions do not apply where delays arise from the GoldQuest's negligence, fault or failure to initiate internal processes.

## 9. UNABLE TO VERIFY

While GoldQuest shall make every best effort to complete the verifications as agreed herein, GoldQuest shall not be deemed responsible for educational institutes, past employers, local authorities who do not act in response to the verification requests after a minimum of 5 documented attempts. In cases where GoldQuest has not received the required information from the Client (e.g. permission to contact the current employer, insufficient information from the candidate within the specified time, etc.) GoldQuest shall notify the Client in writing within two (2) working days of identifying the missing information and if such information is not received within the specified time and the verification has not been completed despite repeated attempts, within the turnaround time defined in Section 5.0 above, GoldQuest 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 applicable fee where GoldQuest can evidence that the required number of documented attempts has been made in accordance with this clause.

## 10. TERMINATION

- 10.1 **Termination for Cause:** Should GoldQuest 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 or such portion thereof as Client determines is 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 appointment 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 reasons:** this Agreement may be terminated by either GoldQuest 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. GoldQuest represent and warrants that the investigation is carried out in strict compliance with all applicable laws, administrative regulations and regulatory requirements. In the event that GoldQuest conducts the investigation in any illegal, improper or otherwise non-compliant manner resulting in any infringement of the lawful rights and interests of the candidate, GoldQuest shall independently bear any and all legal liabilities, damages and consequences arising therefrom, and Client shall not bear any responsibility whatsoever. If such actions cause losses to Client, GoldQuest shall be fully liable for all losses suffered by Client.

## 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. A party whose performance is affected by a force majeure event will give notice to the other party, stating the period of time the occurrence is expected to continue and will use diligent efforts to end the failure or delay and minimize the effects of such force majeure event. During the force majeure event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance. The non-affected party may terminate this Agreement or any affected services if the force majeure event continues for a period of 30 days or more and, if the non-affected party is the Client, receive a refund of any amounts paid to the GoldQuest in advance for the affected services.

### **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 and correct any report when Client makes request in accordance with applicable law for the entire duration of this Agreement and for one year after the termination or expiration. GoldQuest Global shall respond in writing on a timely basis; and
- 13.4 maintain Applicants' Report information and transaction details for a maximum of six (6) months after the termination or expiration of this Agreement; and
- 13.5 maintain the confidentiality of its data acquisition and verification methodology.
- 13.6 It is the client's responsibility to approve all the reports submitted by GoldQuest. If any concerns arise after 6 months from the termination or expiration of this Agreement GoldQuest shall correct the report accordingly .
- 13.7 to ensure confidentiality by its sub- contractors or other agents, if any, engaged for the purpose of providing Screening Reports and require to sign a written undertaking imposing confidentiality obligations equivalent to those set forth in the following clause.



#### **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, including all information obtained by and in connection with the investigation of this Agreement and its performance, as well as any information, candidate information, human resource policies and other information learned, seen and received by it in connection with the execution and performance of the services and any information will be used only and exclusively for the purpose of this Agreement. The term of confidentiality shall not be limited by the term of 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 relating 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.

#### **16. 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:

<b>To Masimo Medical Technologies India Private Limited</b>
Address - 3 <sup>rd</sup> Floor, KHR House, 11/2 Palace road, Vasanth Nagar, Bengaluru , 560001
Contact Person Name – Bruno Corda
Title / Designation: Senior Region Manager, India The subcontinent

<b>To GOLDQUEST GLOBAL HR SERVICES PVT LTD</b>
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No-293/154/172, IndiQube-Gamma, 4<sup>th</sup> Floor, Outer Ring Road  
Kadubeesahalli, Marathahalli, Bangalore, Pincode - 560103

Authorized Person Name: Mr Jayakumar Velu

Designation: CEO – Chief Executive Officer

## 17. 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 Delhi~~ ~~competent court at the registered seat of Masimo~~. 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. SEVERABILITY

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.

## 20. BENEFIT OF AGREEMENT

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

FOR Masimo Medical Technologies India Private Limited	FOR GOLDQUEST GLOBAL HR SERVICES PVT LTD
Authorized Client Representative Signature & Stamp	Authorized Representative Signature & Stamp



Authorized Person Name: Bruno Corda	Authorized Person Name: Mr Jayakumar Velu
Title / Designation: Senior Region Manager, India The subcontinent	Title / Designation: CEO – Chief Executive Officer
Date: <u>19<sup>th</sup> 8<sup>th</sup> January November, 20262025</u>	Date: <u>18<sup>th</sup>-9<sup>th</sup> January November, 20262025</u>

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#### EXHIBIT-B

#### **AUTHORIZATION**

{Authorization should be printed in Client organization Letterhead}



**To whom so ever it may concern**

**Masimo Medical Technologies India Private Limited** hereby authorizes GoldQuest and its affiliates or representatives to conduct background verifications of the existing as well as potential employees of **Masimo Medical Technologies India Private Limited**.

**Masimo Medical Technologies India Private Limited**, without reservations, GoldQuest and its affiliates or representatives to obtain all information pertaining to such employees from their former employers, universities, colleges and institutions, applicable verification authorities etc.

**Masimo Medical Technologies India Private Limited** releases all concerned from any liability in connection herewith.

This authorization and release, in original, faxed or photocopied form, shall be valid for this and any future references according to the term of agreement.

For and on behalf of **Masimo Medical Technologies India Private Limited**

\_\_\_\_\_  
\_\_\_\_\_  
**Authorized Client Representative Signature** \_\_\_\_\_

\_\_\_\_\_  
**Print Name** \_\_\_\_\_

\_\_\_\_\_  
**Title** \_\_\_\_\_

\_\_\_\_\_  
**Date** \_\_\_\_\_