CONSULTING AGREEMENT – Simplified Summary

1. **Date:** The agreement is signed on **22 August 2025** (Effective Date).
2. **Parties:**
   - **Nexus Software Solutions Pvt. Ltd.**, a company based in Bandra (West), Mumbai, registered under the Companies Act, 2013.
   - **Mr. Aarav Sharma**, son of Mr. Vikram Sharma, residing at Oberoi Springs, Andheri (West), Mumbai, holding PAN: **ABCDE1234F**.
3. **Background:**
   - The Company develops and markets enterprise software solutions.
   - The Consultant has expertise in **cloud computing architecture** and **database management**.
   - The Company wants to hire the Consultant for expert services.
4. **Scope of Services (Consultant will provide):**
   - Advise on design and implementation of scalable cloud infrastructure for the Company's new product **"ConnectSphere"**.
   - Review and optimize existing database systems.
   - Provide up to **10 hours/month** of training to the development team on cloud security best practices.
   - Submit a **bi-weekly progress report** to the Company's CTO.
5. **Term:** The agreement is valid for **6 months** (until **21 February 2026**) unless ended earlier.
6. **Compensation:**
   - Consultant will be paid **₹2,50,000 per month**.
   - Consultant must send an invoice on the **last working day of each month**.
   - The Company must pay within **15 days** of receiving the invoice.
   - GST will be applied separately as per law.
7. **Relationship of Parties:**
   - The Consultant is an **independent contractor**, not an employee or partner.
   - Consultant cannot bind the Company in any decisions.
8. **Intellectual Property:**
   - All work (reports, documents, software, inventions) created by the Consultant will belong **fully to the Company**.
   - Consultant will sign documents if needed to confirm Company's ownership.
9. **Confidentiality:**
   - Consultant must keep Company's information (strategies, client lists, technical data, etc.) **confidential**.
   - This duty continues even after the Agreement ends.
10. **Termination:**
    - **For Cause:** Either Party can end the Agreement immediately if the other breaches terms and does not fix it within **14 days** of notice.
    - **Without Cause:** The Company can end the Agreement anytime by giving **30 days' written notice**.
11. **Governing Law & Jurisdiction:**
    - Governed by **Indian law**.
    - **Mumbai courts** have exclusive jurisdiction over disputes.
12. **Signatures:**
    - **For Nexus Software Solutions Pvt. Ltd.:** Priya Singh, Director.
      Witness: Rohan Mehta, 15 Juhu Tara Road, Juhu, Mumbai.

- **For Consultant:** Aarav Sharma.
  Witness: Sameer Gupta, B-304, Garden Estate, Goregaon, Mumbai.