

CONSULTING AGREEMENT

This Consulting Agreement (the “**Agreement**”) is made and entered into as of this 22nd day of August, 2025 (the “**Effective Date**”).

BETWEEN:

Nexus Software Solutions Pvt. Ltd., a private limited company incorporated under the Companies Act, 2013, having its registered office at 4th Floor, Nexus Tower, Hill Road, Bandra (West), Mumbai, Maharashtra 400050, India (hereinafter referred to as the “**Company**”),

AND

Mr. Aarav Sharma, son of Mr. Vikram Sharma, an individual residing at Flat 1201, Oberoi Springs, Link Road, Andheri (West), Mumbai, Maharashtra 400053, India, holding PAN: ABCDE1234F (hereinafter referred to as the “**Consultant**”).

(The Company and the Consultant are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”).

RECITALS:

A. The Company is engaged in the business of developing and marketing enterprise software solutions.

B. The Consultant has expertise and experience in the field of cloud computing architecture and database management.

C. The Company wishes to engage the Consultant to provide certain expert services, and the Consultant is willing to provide such services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

The Consultant shall provide the following services to the Company (the “**Services**”):

a. Advising on the design and implementation of a scalable cloud infrastructure for the Company's new flagship product, "ConnectSphere".

b. Performing a comprehensive review and optimization of the Company's existing database systems.

c. Providing up to 10 hours of technical training per month to the Company's development team on best practices in cloud security.

d. Delivering a bi-weekly progress report to the Chief Technology Officer of the Company.

2. TERM

This Agreement shall commence on the Effective Date and shall continue for a period of six (6) months, until February 21, 2026, unless terminated earlier in accordance with the provisions of this Agreement.

3. COMPENSATION

- a. In consideration for the Services, the Company shall pay the Consultant a fixed monthly fee of ₹2,50,000/- (Rupees Two Lakh Fifty Thousand only).
- b. The Consultant shall raise a valid invoice on the last working day of each month.
- c. All payments shall be made by the Company within fifteen (15) days of the receipt of a valid invoice.
- d. The fees mentioned above are exclusive of any applicable Goods and Services Tax (GST), which shall be charged by the Consultant in the invoice as per the prevailing rates.

4. RELATIONSHIP OF THE PARTIES

It is expressly understood that the Consultant is an independent contractor and not an employee, agent, partner, or joint venturer of the Company. The Consultant shall not have any authority to bind the Company in any respect whatsoever.

5. INTELLECTUAL PROPERTY

All reports, documents, software, inventions, and any other work product created or developed by the Consultant in the course of performing the Services (the "Work Product") shall be considered "work made for hire" and shall be the sole and exclusive property of the Company. The Consultant agrees to execute any documents necessary to perfect the Company's ownership of the Work Product.

6. CONFIDENTIALITY

The Consultant agrees to not disclose any confidential or proprietary information of the Company, including but not limited to business strategies, client lists, and technical data, to any third party during or after the term of this Agreement. This obligation shall survive the termination of this Agreement.

7. TERMINATION

- a. For Cause: Either Party may terminate this Agreement immediately upon written notice if the other Party commits a material breach of any provision of this Agreement and fails to cure such breach within fourteen (14) days of receiving written notice of the breach.
- b. Without Cause: The Company may terminate this Agreement at any time, without cause, by providing the Consultant with thirty (30) days' prior written notice.

8. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute arising hereunder shall be governed by the laws of India. The Parties agree that the courts of Mumbai, Maharashtra shall have exclusive jurisdiction over any disputes arising in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.
FOR THE COMPANY:

Nexus Software Solutions Pvt. Ltd.

Name: Priya Singh

Title: Director

WITNESS 1:

Name: Rohan Mehta

Address: 15, Juhu Tara Road, Juhu, Mumbai 400049

FOR THE CONSULTANT:

Name: Aarav Sharma

WITNESS 2:

Name: Sameer Gupta

Address: B-304, Garden Estate, Goregaon, Mumbai 400063