**SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (the “**Agreement**”) is entered into on this 22nd day of August, 2025.

**BETWEEN:**

**Nexus Software Solutions Pvt. Ltd.**, a 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. Vijay Singh**, son of Mr. Harpreet Singh, residing at Flat 802, Royal Gardens, Powai, Mumbai, Maharashtra - 400076, India (hereinafter referred to as the “**Former Employee**”).

(The Company and the Former Employee are hereinafter collectively referred to as the “**Parties**”).

**RECITALS:**

A. The Former Employee was employed by the Company in the position of Senior Project Manager.

B. The Company terminated the Former Employee's employment effective July 15, 2025 (the “Termination Date”).

C. Following the termination, certain disputes and differences have arisen between the Parties concerning the Former Employee's employment and the circumstances of its termination (the “Disputes”).

D. The Parties wish to resolve all such Disputes amicably and to record the terms of their settlement in this Agreement, without any admission of liability or wrongdoing by either Party.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

1. SETTLEMENT PAYMENT

In full and final settlement of all claims and disputes, the Company agrees to pay the Former Employee a one-time lump sum amount of ₹8,50,000/- (Rupees Eight Lakh Fifty Thousand only) (the “Settlement Amount”). This payment shall be made via bank transfer within ten (10) business days of the execution of this Agreement. The Parties agree that the Settlement Amount is inclusive of any and all dues, including but not limited to salary, benefits, bonuses, and damages.

2. RELEASE OF CLAIMS

In consideration of the receipt of the Settlement Amount, the Former Employee, for himself and his heirs, executors, and assigns, hereby unconditionally and irrevocably releases and forever discharges the Company, its affiliates, directors, officers, employees, and agents from any and all claims, demands, actions, liabilities, and causes of action of any kind, whether known or unknown, which he ever had, now has, or may have in the future, arising out of or in any way connected with his employment with the Company or the termination thereof.

3. NO ADMISSION OF LIABILITY

It is expressly understood and agreed that this Agreement and the payment of the Settlement Amount are a compromise of disputed claims and shall not be construed as an admission of any fault, liability, or wrongdoing by the Company.

4. CONFIDENTIALITY

The Parties agree to keep the existence and terms of this Agreement strictly confidential and shall not disclose any information concerning this Agreement to any third party, except as may be required by law or to their legal and financial advisors.

5. NON-DISPARAGEMENT

The Former Employee agrees not to make, publish, or communicate any disparaging or defamatory remarks, comments, or statements about the Company or its directors, officers, or employees. The Company agrees to provide a neutral reference regarding the Former Employee's employment if requested.

6. FULL AND FINAL SETTLEMENT

This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions and agreements. The Parties acknowledge that this is a full and final settlement of all matters between them.

7. GOVERNING LAW AND JURISDICTION

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

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

FOR THE COMPANY:

Nexus Software Solutions Pvt. Ltd.

Name: Priya Singh

Title: Director

**FORMER EMPLOYEE:**

**Mr. Vijay Singh**

**WITNESS 1:**

Name: Rohan Mehta

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

**WITNESS 2:**

Name: Anjali Desai

Address: 901, Lakeview Tower, Powai, Mumbai 400076