

**EMPLOYMENT CLOSURE AND SETTLEMENT AGREEMENT**

**This Employment Closure and Settlement Agreement (“Agreement”)** is made and entered into on this 22<sup>nd</sup> day of August , 2025, by and between:

**M/s Serioton LLP (HaaNaa)**, having its registered office at Shreeji Row House, Chhaprabhatha Road, Amroli, Surat, Gujarat-394107 (hereinafter referred to as the “**Company**”),

AND

**GUPTA KAMLESH SHUBHNARAYAN**, residing at Katya Mainuddin, PO: Belwa Karkhana, DIST: Kushinagar, Uttar Pradesh - 274401 (hereinafter referred to as the “**Employee**”).

**RECITALS:**

- A. The Government of India has enacted the **Promotion and Regulation of Online Gaming Act, 2025**, introducing regulatory changes that have impacted the Company’s business operations.
- B. As a result, the Company has decided to **permanently cease its operations**, necessitating the conclusion of all employment relationships.
- C. The Employee’s employment concludes on 22<sup>nd</sup> August 2025, and both parties wish to settle all dues and liabilities in a final, binding manner.
- D. The parties wish to record the terms of closure, settlement of dues, and release of liability in writing.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **Closure of Employment:** The Employee’s employment with the Company shall **cease effective 22<sup>nd</sup> August 2025**, due solely to the closure of the Company’s operations. This Agreement is executed in the context of company closure and **not as a termination for cause**.
2. **Settlement of Dues:** The Company shall provide the Employee with:
  - All earned salary up to the last working day.
  - An **additional salary equivalent to one (1) month’s pay** to support the Employee during the transition period.

3. **Return of Company Assets:** The Employee agrees to return all Company property, including laptops, mobile phones, ID cards, keys, documents, and any other assets, on or before the last working day.
4. **Experience Letter:** The Company shall provide a formal **Experience Letter** certifying the Employee's tenure and role at the Company.
5. **Release of Liability:** Upon receipt of the settlement and return of all Company assets, the Employee hereby **fully releases and discharges the Company, its owners, officers, and representatives from any claims, demands, or liabilities**, whether known or unknown, arising from or in connection with the employment relationship.
6. **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes arising hereunder shall be subject to the jurisdiction of courts in Surat, Gujarat.
7. **Entire Agreement:** This Agreement represents the complete understanding between the parties regarding employment closure, settlement, and asset transfer, and supersedes all prior agreements or understandings.

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

**For M/s SERIOTON LLP (HaaNaa):**

Name : DARSHAN RAMESHBHAI KAKRECHA

Designation : PARTNER

**Employee:** *Kamlesh Gupta*

Employee Name : GUPTA KAMLESH SHUBHNARAYAN

Date: 03/10/2025