

Date 2026-05-29

Nexus Fintech

Nexus Fintech

Sub: Engagement Letter for Nexus Fintech - Financial Year 26-27

Hi Nexus,

This Engagement Letter ("Agreement") confirms that Nexus Fintech (referred to as 'Nexus'), has engaged us to provide the services described hereunder. This Agreement documents the scope of services, fees and other related terms (Annexure 1) as well as our standard terms and conditions (Annexure 2) in respect of those services. These Annexures are an integral part of this Agreement.

You may procure services under this Agreement for yourself and for those of your consolidated subsidiaries or affiliates that you bind to this Agreement by your signature, or which separately agree to the provisions of this engagement letter (collectively, the "Subsidiaries" or "Affiliates").

You may reach out to the undersigned for any further assistance or clarification required in this matter. Please sign this letter in the space provided below to indicate your agreement with these terms and return it at your earliest convenience. We look forward to a long-term association with you.

Yours sincerely,

Siddharth Kohli

CEO / Founder

Email : siddharth@10xglobal.in

Phone : —

Acceptance

The scope of the Services is sufficient for our purposes and the terms of this engagement are accepted on behalf of Nexus

Authorized signatory

10X Global Pvt Ltd

2/6, 2nd floor, West Patel Nagar, New Delhi 110008 India

www.10x.global | info@10x.global

Background: Nexus Fintech is a leading company that provides quality services and solutions to its clients.

India

IN-SCOPE PROCESSES / SERVICES

Section	
F. Payroll Processing	→
H. Audits	→
M. Buy-Side Legal Due Diligence	→

F. Payroll Processing

Service	Scope of Work	Client Responsibilities	Volume / Limits	Fee
F3 Annual Compliance	Compliance under: Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965, Maternity Benefit Act 1961, POSH Act 2013, Employees' Compensation Act 1923.	—	—	₹100,000/year

H. Audits

Service	Scope of Work	Client Responsibilities	Volume / Limits	Fee
H1 Statutory Audit	Verify books for accuracy and Indian GAAP compliance; examine accounting policies. Review and evaluate internal controls and financial control systems. Check compliance – Companies Act, IT Act, GST; verify Schedule III disclosures. Audit Balance Sheet, P&L, Cash Flow and Notes; ensure true and fair view. Issue Audit Report (Companies Act format); communicate observations and recommendations. Not included: Internal/risk audit; forensic audit; M&A due diligence; IT assessment/representation; TP	Complete books, financial records and system access; management availability for queries. Provide complete TP study and benchmarking documentation (for H3).	Annual audit; turnover ≤ ₹50 cr; ≤2,000 transactions reviewed annually.	₹125,000/year

	study/benchmarking.			
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M. Buy-Side Legal Due Diligence

Service	Scope of Work	Client Responsibilities	Volume / Limits	Fee
M1 Legal DD	Corporate and Regulatory Compliance review. Contracts, IP and Real Estate assessment. Litigation and Dispute Assessment. Employment, ESOPs and Labour Law Compliance. Industry-specific and Environmental Compliance. ROC and Secretarial Compliance verification. Detailed Legal Due Diligence Report. Not included: Financial due diligence; commercial due diligence; legal representation. Access to legal documents; facilitate management meetings; support compliance verification. Complete legal document review: corporate, regulatory, contractual, IP and litigation assessment.	—	—	₹400,000 one-time

Summary of Fees

Sec	Sub	Description	Frequency	Fee
H	H1	Statutory Audit	Yearly	₹125,000/year
F	F3	Annual Compliance	Yearly	₹100,000/year
M	M1	Legal DD	One Time	₹400,000 one-time

Team Deployment & Notes

Article: CA pursuing candidate who has cleared Intermediate Level	Analyst: CA (Semi- Qualified) or Accountant with minimum 1 year experience, along with 3 years of articleship exposure
Senior Analyst: CA (Semi- Qualified) or Accountant with minimum 2 year experience, along with 3 years of articleship exposure	Associate [semi qualified or with minimum 2 years of accounting and finance experience for day-to-day accounting entries and co-ordination]- Qualified CA fresher (with 3 years articleship) or minimum 4 years experience as finance professional

Senior Associate / AM: Qualified CA with 3 years of relevant post qualification experience in accounting / tax / secretarial compliance	Assistant Manager: Qualified CA with 4 years of relevant post qualification experience in accounting / tax / secretarial compliance
Manager: Qualified CA with 5 years of relevant post qualification experience in accounting / tax / secretarial compliance	Senior Manager: Qualified CA with 6 years of relevant post qualification experience in accounting / tax / secretarial compliance
Associate Director / Partner [escalation, queries, review meetings, relationship manager]	

General Scope Exclusions

Any certification unless otherwise included in the scope

Drafting / review of legal agreements or customer contracts

Assistance in due diligence in case of funding round

Accounting or any other assistance in case of M&A

Representation before the tax or other authorities unless otherwise agreed in the scope

Anything specifically not mentioned in the scope shall be deemed excluded

Commercials

All fees are exclusive of GST as applicable.

Government fee and out of pocket expenses shall be reimbursed on actual basis

Annexure 2 — Standard Terms & Conditions

1. SERVICES Services; b) Complying with regulatory and for the purposes related to: a) Provision of various jurisdictions in which they operate transfer, store or otherwise process it in service providers who may collect, use, associate firms or persons or external provide you information to affiliate or

1.1 Scope of Services requested by you is

2. FEES, INVOICE G PAYMENTS and agreed deliverables. the Scope of Service, relevant timelines The said Annexure also lists limitations to mentioned in Annexure 1 to this Agreement.

2.1 Out of pocket expenses, if any, shall be detailed in this Agreement. receive the information and assistance as based on the assumption that we will this Agreement. The amount of our Fee is specifically mentioned in the Annexure 1 to

2.1 Fees for the above Service shall be as

2.2 Taxes if any, applicable on provision of details. billed to you separately with necessary

2.3 Invoice shall be raised upon achieving of Taxes. all Taxes, except any required withholding clear of, and without reduction for, any and payments to us shall be made free and in the invoice and shall be borne by you. All above Services shall be added separately

3. OWNERSHIP G USE is due on presentation. agreed specifically in writing, each invoice invoice to be raised by us. Unless otherwise claiming such fees under the subsequent an invoice, will not disqualify us from any inadvertent delay or omission in raising mentioned in the said Annexure 1. However, milestone or periodic basis as specifically

3.1 We are providing these Services and also responsible for the results achieved Services in addressing your needs. You are accepting the adequacy of the scope of the engagement, including

evaluating and functions and decisions relating to this

3.2 Subject to your paying Fees, you will we provide. Services or upon any deliverables or advice of care to others based upon these contractual or other responsibility or duty exclusively with you. We disclaim any and pursuant to a contractual relationship deliverables solely for your use and benefit

3.3 In addition to deliverables, we may your own use as part of such deliverables. materials included in the deliverables for non-transferable license to use such Services. You have a nonexclusive, discovered or created as a result of the any deliverables) which we may have (including a non-client specific version of processes, or other intellectual property materials and any general skills, knowhow, own our working papers, pre-existing engagement letter, except as follows: we for and delivered to you under this own all tangible written material prepared

4. Confidentiality use of these materials is at your own risk. to you, they are provided "as is" and your an engagement. If we make these available databases and other tools) to assist us with (including spreadsheets, documents, develop software or electronic materials

4.1 "Confidential Information" means and

4.2 Either of us may use electronic media other appropriate relief. allow you to seek a restraining order or if practicable under the circumstances, prior and prompt written notice thereof and, or regulatory requirement) provide you with jurisdiction and without breaching any legal examinations by regulatory authorities with in connection with routine supervisory professional standards, we shall (other than other similar form of process), or by or regulation (including any subpoena or disclosure is required by law, statute, rule regulation or professional standard. If required by applicable law, statute, rule, Information that it receives, except as protect the confidentiality of confidential obtained by us from a non-party. We will engagement letter or may be lawfully publicly available without violation of this Information; or (iv) is or later becomes without use of or reliance on Confidential (iii) is independently developed by us governmental agencies) without restriction; any other person or entity (including us prior to its disclosure; (ii) is released to information which (i) is rightfully known to Information does not include any confidential Information. Confidential You shall pay us for all work-in-progress, already arisen up to the date of termination. not relieve either party from the obligations

4.3 Subject to applicable law, we may breach of any confidentiality obligations. such use shall not in itself constitute a to correspond or transmit information and

5. OUR RESPONSIBILITIES or external service providers. with affiliate or associate firms or persons while sharing any confidential information same degree of confidentiality obligations However, we shall ensure to incorporate the insolvency of such other responsible claim, or the death, dissolution or settlement of or difficulty enforcing any proportionate liability hereunder, nor shall any time shall affect any assessment of our responsible persons imposed or agreed at limitation on the liability of other others' contribution. No exclusion of to the loss and damage relative to the loss or damage, based on our contribution shall be limited to our fair share of the total several, and not joint, with such others, and also contributed, our liability to you shall be damage to which any other persons have to you under this Agreement for loss or

5.1 We will perform Services using

5.2 We will comply with all applicable, local, reasonable skill and care.

5.3 We do not assume any management regulations. national and international laws and

6. YOUR RESPONSIBILITIES Services. implementation of the output of the We will not be responsible for use or responsibilities in connection with Services.

6.1 We expect that you will provide timely,

6.2 You will designate a competent member its accuracy. have no responsibility to evaluate or verify unless we expressly agree otherwise, will on such information provided by you and the engagement on that basis. We shall rely reasonable assistance, and we will perform accurate and complete information and

6.3 You are responsible for all management obligations under this Agreement. personnel's

compliance with your Services. You will be responsible for your of your management to oversee the

6.4 Any information, advice, of India . Any suit brought hereunder will be and construed in accordance with the laws

7. TERM G TERMINATION occurring after its delivery of which we become aware, or events update any final Report for circumstances draft Report. We shall not be required to form we provided. You may not rely on any alter, edit or modify the Report from the any event, you shall not be permitted to the purpose of your own consumption. In required by law or to any other person for or to any person to the extent and as (for review in connection with the Services) or partial) externally except to your lawyers You may not disclose such a Report (whole use only and in the context of the Services. Agreement (“Reports”) are for your internal communications we provide under this reports, presentation or other recommendations or other content of any

7.1 This Agreement shall be effective from

7.3 The termination of this Agreement shall law or professional obligations. the Services in accordance with applicable determine that we can no longer provide written notice to you if we reasonably particular Services, immediately upon may terminate this Agreement, or any written notice to the other. In addition, we this Agreement earlier, upon 30 days’ prior the Services. Either party may terminate automatically terminate upon completion of 7. 2 Unless renewed, this Agreement shall mentioned otherwise in the Annexure 1. the execution date unless specifically

8. LIMITATION OF LIABILITIES Agreement. year from the date of termination of this Clause 4 shall continue for a period of 1 such as a strike, blockade, war, act of party (each, a “Force Majeure Event”), beyond the reasonable control of such the signing of this Agreement and that are due to unforeseen events that occur after a failure to pay fees) if the delay or failure is obligation under this Agreement (except for for any delay or failure to perform any

8.1 Except to the extent finally determined

8.2 We will not be liable in any event for Agreement. Service giving rise to the liability under this amount of fees paid to us for the particular asserted, is limited to no more than the total regardless of the theory of liability (including negligence) or otherwise, as a result of breach of contract, tort engagement letter or the Services, whether damages in connection with this liability for all claims, losses, liabilities or or intentional misconduct, our aggregate to have resulted from our gross negligence

8.3 If we are finally determined to be liable or supplied by you. software, information or materials selected or relating to any third-party hardware, Also, we shall have no liability arising from punitive, exemplary or special damages. lost profits, consequential, indirect,

9. INDEMNIFICATION consent . without the other party’s prior written incur obligations on the other party’s behalf will have the power to bind the other or hereby between the parties . Neither party employment, franchise or agency created relationship of partnership, joint venture, independent contractors . There is no

9.1 To the fullest extent permitted by

GENERAL TERMS party’s reliance on such Service or report. specifically authorized, in writing, the third obligation will cease in case we have through you or at your request. Such (including tax advice) disclosed to it by or or reliance on our Services or any report costs) arising out of the third party’s use of reasonable external and internal legal damages, costs and expenses (including affiliates) and resulting liabilities, losses, third parties (including your subsidiaries or you shall indemnify us, against all claims by applicable law and professional regulations,

10.1 This Agreement will bind and insure to

10.2 If any provision of this Agreement will authorized will be null and void . assign this Agreement except as expressly voting securities . Any attempt to transfer or substantially all of such party’s assets or acquisition or other transfer of all or in connection with a merger, reorganization, that either party may assign this Agreement written consent of the other party, except assign this Agreement without the advance successors and assigns . Neither party may the benefit of each party’s permitted

10.3 This Agreement will be governed by otherwise remain in effect . extent necessary and this Agreement will that provision will be limited to the minimum jurisdiction to be unenforceable or invalid, be adjudged by any court of competent

10.4 Any notice or communication required Agreement). details about our relationship or this revealing any confidential Information or solely to identify you as our Client (without our website and other marketing materials

10.5 No supplement, modification, or such notice is deposited in the mail . requested, the second business day after postage prepaid and return receipt if given by registered or certified mail, day following dispatch or date of email ; (iii) courier service or email, the first business upon receipt ; (ii) if given by overnight addressee (i) if given by hand, immediately deemed to have been received by the in accordance with this Section and will be given in writing by either party to the other forth or at such other address as may be writing to the parties at the addresses set or permitted under this Agreement will be in

10.6 This Agreement is the complete and writing signed by a duly authorized rep nor will any waiver be effective unless in a or exercise rights under this Agreement, implied from conduct or failure to enforce party to this Agreement . No waiver will be duly authorized representative of each binding, unless executed in writing by a amendment of this Agreement will be

10.7 Neither party will be liable to the other Agreement . relating to the subject matter of this and oral agreements and communications supersedes and cancels all previous written understanding of the parties and exclusive statement of the mutual

10.8 The parties to this Agreement are . government agency info@10x.global New Delhi 110008 India Pvt Ltd reasonable person to be confidential and that otherwise should be understood by a mark as "confidential" or "proprietary" or includes non-public information, that you

10.10 We may use your name and logo on obligation of the Agreement. discontinue or revise the scope and your proposal whether to continue, competitor . In such a case, you may share you about our engagement with your direct