

CONSENT AND RELEASE AGREEMENT

This **Consent and Release Agreement** (“Agreement”) is entered into as of **10/01/2025**, by and between:

DIDIN Customer Service LLC dba. Charm, with its principal office at 1220 E Henry St Tempe Az 85281, and
Incodeks US LLC, a limited liability company organized under the laws of the United States, with its principal office at 48 Market St PMB 909827, San Francisco, California 94104, USA (“Incodeks”).

Charm and Incodeks are collectively referred to as the “Parties” and individually as a “Party.”

1. Background

Charm previously engaged **Jawad Nisar** (“Employee”) to provide professional services related to software development projects. Incodeks intends to directly employ the Employee under its own structure and payroll.

Charm agrees to grant its consent for such direct employment and to release any potential claim or restriction related to this transition.

2. Consent to Direct Employment

Charm hereby grants **full consent** to Incodeks to directly employ or engage the Employee effective **10/01/2025**, and confirms that Charm has **no objection or restriction** regarding such employment.

Charm waives any requirement for notice, approval, or fee related to the Employee’s transition from Charm to Incodeks.

3. Release of Claims

Charm hereby **releases and forever discharges** Incodeks, its affiliates, officers, directors, and representatives from any and all claims, liabilities, or causes of action, whether known or unknown, arising out of or related to the Employee’s direct employment by Incodeks.

This includes, without limitation, any claim for:

- recruitment or placement fees,
- loss of business opportunity, or
- breach of any prior agreement concerning the Employee.

This release is full, final, and irrevocable.

4. Representations and Warranties

Each Party represents and warrants that:

- (a) It has full power and authority to enter into this Agreement;
- (b) The execution of this Agreement does not violate any other binding obligation; and
- (c) The person signing below on behalf of each Party is duly authorized to do so.

5. No Partnership or Ongoing Obligation

This Agreement solely concerns the consent for Incodeks to employ the Employee. It does not create any partnership, agency, or joint venture between the Parties, nor any continuing obligations after execution.

6. Confidentiality

Both Parties agree to keep the contents of this Agreement and any related non-public information strictly confidential, except as required by law or to their legal or financial advisors under confidentiality duties.

7. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws applicable in the State of California, United States of America, without regard to any conflict-of-law principles.

Any dispute arising from or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco, California, and each Party hereby consents to the personal jurisdiction of such courts.

8. Entire Agreement

This document constitutes the **entire understanding** between the Parties regarding the subject matter and supersedes all prior discussions or communications. Any modification must be in writing and signed by both Parties.

9. Notices

All notices or communications under this Agreement shall be made in writing and delivered by email or to the physical addresses below:

If to Charm:

DIDIN Customer Service LLC dba. Charm,
1220 E Henry St Tempe Az 85281
Email: chris@hirecharm.com

If to Incodeks:

Incodeks US LLC
48 Market St PMB 909827
San Francisco, California 94104
Email: legal@incodeks.com

10. Execution

This Agreement may be executed in counterparts, each deemed an original, all of which together constitute one instrument.

Electronic or PDF signatures shall have the same legal effect as originals.

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

DIDIN Customer Service LLC dba.

Charm
DocuSigned by:
Chris Booth
By: _____
895AF1DAC8EF4DC...

Name: Christopher Booth

Title: Founder & CEO

Date: 10/30/2025

Incodeks US LLC

DocuSigned by:
Partin Imeri
By: _____
FEC664BAB5E34CF...

Name: Partin Imeri

Title: CEO

Date: 10/31/2025
