SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made on **March 21, 2025**, by and between **The App Founder - "Astros Digital LLC"** (the "Company"), located at **9300 N Milwaukee Ave, Niles, IL 60714**, and **BidNight LLC** (the "Client"), located at **42215 Washington ST STE A170, Palm Desert, CA 92211**. The Company and the Client shall collectively be referred to as the "Parties."

1. Purpose & Settlement Terms

WHEREAS, the Parties entered into an agreement dated **June 15, 2023**;

WHEREAS, disputes have arisen between the Parties regarding the services provided under that Agreement;

WHEREAS, the Parties desire to resolve their disputes amicably and settle all claims arising out of or related to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

2. Code Handover & Payment

a. The Company agrees to release and hand over all project code **in its current state** to the Client.

b. The Client shall make full payment of **Invoice #TAF0746_25** before any code transfer is initiated.

c. Upon confirmation of full payment, the Company will provide the necessary access and transfer ownership of the project code.

3. Release of Claims

a. The Client hereby irrevocably and unconditionally **releases, waives, and discharges** the Company and its affiliates, subsidiaries, successors, assigns, officers, directors, employees, and agents (collectively, the "Released Parties") from any and all claims, demands, liabilities, causes of action, damages, costs, or expenses whether known or unknown arising from the **June 15, 2023** agreement.

b. This release applies to, but is not limited to, claims related to **breach of contract, negligence, or any other legal theory of liability.**

c. The Company may use this Agreement as evidence that all obligations have been fulfilled in accordance with the settlement.

4. No Future Claims

The Client agrees that they will **not initiate any legal, administrative, or other claims** against the Company or any of its Released Parties regarding the settled matters. If any such claim is initiated, this Agreement shall serve as a **complete defense** and may be used as a basis for dismissal.

5. Confidentiality & Non-Disparagement

a. The Client agrees to keep the terms of this Agreement **strictly confidential** and **not disclose any information** regarding this Agreement to any third party, except as required by law.

b. The Client further agrees **not to make any disparaging or negative statements, whether orally or in writing, about the Company, its products, services, or employees.**

c. **Mutual Clause:** The Company also agrees **not to make any public disparaging statements** regarding the Client or its representatives.

6. Indemnification

The Client agrees to **indemnify and hold harmless** the Company against any and all claims, losses, damages, liabilities, costs, or expenses (including attorneys' fees) arising from:

- Any **breach** of this Agreement by the Client.
- Any claim that is **waived or released** under this Agreement but is later pursued by the Client.

7. Governing Law & Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws and statutes of the United States of America and of the **State of Illinois**, without regard to conflicts of law principles. Any disputes shall be resolved in the court State of Illinois.

8. Entire Agreement & Amendments

a. This Agreement constitutes the **entire understanding** between the Parties and supersedes all prior agreements, discussions, or negotiations—whether written or oral—relating to the subject matter.

b. No amendment or modification shall be valid **unless in writing and signed by both Parties**.

_____   _____

Company: **The App Founders**   Client: **BidNight LLC**

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       david@theappfounders.com   mark.malki@gmail.com

Date: March 20th, 2025.   Date: