

Settlement Agreement — Professional Services Dispute, Mutual Release with Confidentiality and Non- Disparagement (Business to Business)

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Sample Settlement Agreement #03 · Agent-drafted end-to-end · Published 2026-05-27

Settlement Agreement

This Settlement Agreement (this "**Agreement**") is made as of 25 June 2026 by and between:

(1) **Greenfield Agritech Pte Ltd**, a company having its address at 71 Science Park Drive, #02-15, Singapore 118253 (the "**Paying Party**"); and (2) **Meridian Advisory Partners Pte Ltd**, a company having its address at 8 Marina Boulevard, #11-02, Marina Bay Financial Centre, Singapore 018981 (the "**Receiving Party**"),

each a "**Party**" and collectively the "**Parties**".

Recitals

(A) A difference arose between the Parties over the fees payable, and the scope delivered, on a completed market-entry advisory engagement.

(B) The Parties wish to resolve the dispute described above on the terms set out in this Agreement, without litigation and without admission of liability.

1. Definitions

In this Agreement, "**Settlement Sum**" means **SGD 50,000.00**, being the sum the Paying Party is to pay the Receiving Party under this Agreement, and "**Dispute**" means the matter described in Recital (A).

2. Settlement Payment

2.1 In full and final settlement of the Dispute, the Paying Party shall pay the Receiving Party the Settlement Sum by **10 July 2026**. 2.2 Payment shall be made by bank transfer to the Receiving Party's designated account in cleared funds. Payment is treated as made on the date cleared funds are received. 2.3 If the Paying Party fails to pay the Settlement Sum by the due date, interest shall accrue on the outstanding sum at the rate of 5% per annum from the due date until the date of actual payment.

3. Release

3.1 Subject to the Paying Party's payment of the Settlement Sum, each Party releases and discharges the other Party from all claims, demands, and causes of action arising out of or in connection with the Dispute up to the date of this Agreement. 3.2 This release does not waive: (a) rights or obligations under this Agreement; (b) any right that cannot lawfully be waived under Singapore law; (c) the giving of truthful information to any court, regulator, or authority; or (d) any liability for fraud.

4. No Admission of Liability

4.1 This Agreement is entered into in full and final settlement of the dispute described in Recital (A) and is **not** an admission of liability, wrongdoing, or fault by either Party. Neither Party shall represent that the other has admitted any liability.

5. Confidentiality

5.1 The Parties shall keep the terms of this Agreement and the negotiations leading to it confidential, except for disclosures: (a) to a Party's professional legal, tax, or financial advisers; (b) to the extent required by law, a court, or a regulator of competent jurisdiction; or (c) as necessary to enforce this Agreement. 5.2 This clause does not restrict either Party from giving truthful information to any court, regulator, or authority.

6. Non-Disparagement

6.1 Neither Party shall make any knowingly false or misleading statement that disparages the other Party. This clause does not restrict truthful evidence, lawful protected complaints, regulator reports, or communications with a Party's legal advisers.

7. Governing Law and Jurisdiction

7.1 This Agreement is governed by and construed in accordance with the laws of the Republic of Singapore. The Parties submit to the exclusive jurisdiction of the courts of Singapore in connection with any dispute arising out of or in connection with this Agreement.

8. Miscellaneous

(a) **Entire agreement.** This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes any prior understanding relating to the Dispute. (b) **Variation.** No variation of this Agreement is effective unless made in writing and signed by or on behalf of each Party. (c) **Severability.** If any provision is held invalid or unenforceable, the remaining provisions continue in full force. (d) **No reliance.** Each Party confirms that it has had the opportunity to obtain independent legal advice before entering into this Agreement. (e) **Third Party Rights.** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any of its terms.

Signatures

Paying Party	Receiving Party
Greenfield Agritech Pte Ltd	Meridian Advisory Partners Pte Ltd
By: Rajesh Kumar Pillai (Chief Operating Officer)	By: Adeline Chua Mei Ling (Director)
Date: _____	Date: _____