

Date: December 30, 2025

To, BSE Limited, The General Manager, Department of Listing Operations, Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai – 400001.	To, National Stock Exchange of India Limited, The Manager, Listing Department Exchange Plaza, C-1, Block-G, Bandra Kurla Complex, Bandra (East), Mumbai – 400051.
Scrip code: 543234	Trading Symbol: SECMARK

Dear Sir/ Madam,

**Sub: Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.**

Pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (SEBI (LODR) Regulations, 2015), we wish to inform you that the Company has entered into following agreement:

- i. Software Purchase Agreement with Codifi Finserv Private Limited & Codifi Soft Tech Private Limited dated December 30, 2025 to purchase the 'trading web and mobile platforms and trading middleware' software and software application.
- ii. Consultancy Agreement dated December 30, 2025 with Mr. Pradeep Kuppusamy & Mr. Raghu Ram Rajamani for services with respect to further developing, maintaining and enhancing the software applications purchased from Codifi Finserv Private Limited & Codifi Soft Tech Private Limited, through agreement.
- iii. Deed of Assignment of Trademark with Codifi Finserv Private Limited dated December 30, 2025 to assigns and transfers the Company the trademark and goodwill of the trademark pertaining to software.

The disclosure required under Regulation 30 of the SEBI (LODR) Regulations, 2015 read with SEBI Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024 is given in the enclosed Annexure A, Annexure B and Annexure C.

Kindly take the above on record & oblige.

For SecMark Consultancy Limited

**Sunil Kumar Bang**  
Company Secretary & Compliance Officer

Encl: a/a

## Annexure A

### Software Purchase Agreement

Sr. No.	Particulars	Details
1	Name(s) of parties with whom the agreement is entered.	Codifi Finserv Private Limited & Codifi Soft Tech Private Limited (Both parties collectively known as "Transferors")
2	Purpose of entering into the agreement	The Transferors, and each of them hereby transfer, grant, convey, assign, and relinquish exclusively to the Secmark Consultancy Limited (Transferee) the 'trading web and mobile platforms and trading middleware' software and software application and the licenses, intellectual property rights in relation thereto along with all of the Transferors' right, title, and interest in and to both, tangible and intangible property therein, in:
3	Shareholding, if any, in the entity with whom the agreement is executed	Nil
4	Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares. right to restrict any change in capital structure etc.	<p>The consideration for purchase of software application including intellectual property rights along with all right, title and interest therein is Rs. 8,00,00,000/- (Rupees Eight Crores Only) plus goods and service tax.</p> <p>The Transferors shall not, for a period of 5 (five) years from the date of agreement, whether directly or indirectly, in any capacity, either on their own account or through any of their affiliates or any of the employees or through or for any other Person, whether for profit, other commercial benefit or otherwise without the prior written consent of Transferee will be involved in competing business.</p>
5	Whether, the said parties are related to promoter/ promoter group/ group companies in any manner. If yes, nature of relationship.	No
6	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length".	No

Sr. No.	Particulars	Details
7	In case of issuance of shares to the parties, details of issue price, class of shares issued.	Not Applicable
8	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	No
9	In case of termination or amendment of agreement listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the agreement; b) nature of the agreement; c) date of execution of the agreement; d) details of amendment and impact thereof or reasons of termination and impact thereof.	Not Applicable

## Annexure B

### Consultancy Agreement

Sr. No.	Particulars	Details
1	Name(s) of parties with whom the agreement is entered.	Mr. Pradeep Kuppusamy & Mr. Raghu Ram Rajamani (collectively referred as "Consultants").
2	Purpose of entering into the agreement	To engage the Consultants for further development, maintenance and enhancement of the software applications acquired from Codifi Finserv Private Limited and Codifi Soft Tech Private Limited, to provide similar development and support services for Company's in-house applications, to design and implement migration software, to assist in client transition and relationship management, and to render ongoing technical, operational and business support services.
3	Shareholding, if any, in the entity with whom the agreement is executed	Nil
4	Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.	<p>The appointment of the Consultants in terms of agreement shall commence from December 30, 2025 and shall continue till December 30, 2028.</p> <p>SecMark will pay an aggregate fixed remuneration of INR 20,00,00,000 (Indian Rupees Twenty Crore only) for the entire term to Consultants plus goods and service tax.</p> <p>The Consultants shall not, for a period of 5 (five) years from the date of agreement, whether directly or indirectly, in any capacity, either on their own account or through any of their affiliates or any of the employees or through or for any other Person, whether for profit, other commercial benefit or otherwise without the prior written consent of Transferee will be involved in competing business.</p>
5	Whether, the said parties are related to promoter/ promoter group/ group companies in any manner. If yes, nature of relationship.	No

Sr. No.	Particulars	Details
6	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length".	No
7	In case of issuance of shares to the parties, details of issue price, class of shares issued.	Not Applicable
8	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	No
9	In case of termination or amendment of agreement listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the agreement; b) nature of the agreement; c) date of execution of the agreement; d) details of amendment and impact thereof or reasons of termination and impact thereof.	Not Applicable

Annexure C

**Deed of Assignment of Trademark.**

Sr. No.	Particulars	Details
1	Name(s) of parties with whom the agreement is entered.	Codifi Finserv Private Limited (Assignor)
2	Purpose of entering into the agreement	The Assignor assigns and transfers the Company, FIRSTLY, 50% of the goodwill of the trademark pertaining to the 'trading web and mobile platforms and trading middleware' software along with all right, title, interest therein and the goodwill in relation thereto (hereinafter referred to as "Trademark") together with the right to the said name or style of the Trademark in which the business of pertaining to the Software is / was carried on and SECONDLY, the Trademark with 50% (fifty percent) of the rights and benefits belonging thereto including the benefit thereof under the Trade Marks Act, 1999
3	Shareholding, if any, in the entity with whom the agreement is executed	Nil
4	Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.	The consideration for assignment is Rs. 1,00,000/- (Indian Rupees One Lakh only) plus goods and service tax.
5	Whether, the said parties are related to promoter/ promoter group/ group companies in any manner. If yes, nature of relationship.	No
6	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length".	No
7	In case of issuance of shares to the parties, details of issue price, class of shares issued.	Not Applicable
8	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	No

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
9	In case of termination or amendment of agreement listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the agreement; b) nature of the agreement; c) date of execution of the agreement; d) details of amendment and impact thereof or reasons of termination and impact thereof.	Not Applicable