SELLWIN TRADERS LIMITED

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Laram Centre, 208 A2 24, S V Road, Andheri (West) 400058,
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Date: 19th December, 2024

To,
Department of Corporate Services,
BSE Limited,
Ground Floor, P.J. Tower,
Dalal Street, Fort,
Mumbai – 400 001

Scrip Code: 538875   **Scrip Symbol: SELLWIN**

Subject: Intimation under Regulation 30 of the SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015 regarding Memorandum of Understanding ("MoU") between Secorbit FZCO and Sellwin Traders Limited

Dear Sir/madam,

Pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, this is to inform the exchange that the Secorbit FZCO, a company incorporated under the laws of United Arab Emirates and Sellwin Traders Limited are entered into Memorandum of Understanding ("MoU") to develop a comprehensive tokenization platform capable of tokenizing equities, bonds, and real-world assets. This MoU outlines the collaborative framework between Secorbit and Sellwin Traders Ltd for the design, development, and implementation of said platform. The project shall be executed over a period of Twenty (20) months from the date of execution of this MoU.

We hereby attaching the Memorandum of Understanding ("MoU") is entered into by Secorbit FZCO and Sellwin Traders Limited.

We request you to kindly take the same on record.

Thanking You.

Yours Sincerely,
For, Sellwin Traders Limited

Pratiti Patel
Company Secretary & Compliance Certificate
Membership No.: A63826

MEMORANDUM OF UNDERSTANDING

Between

SECORBIT FZCO

And

Sellwin Traders Ltd

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made and entered into by and between:

Secorbit FZCO, a company incorporated under the laws of United Arab Emirates, having its registered office at Dubai Silicon Oasis, DDP, Building A1, Dubai, United Arab Emirates.,

AND

Sellwin Traders Ltd, a company incorporated under the laws of India, having its corporate office at Sellwin Traders Ltd. Laram Centre, 208 A2 24, S V Road, Andheri (West) 400058

Secorbit FZCO and Sellwin Traders Ltd are hereinafter individually referred to as a "Party" and collectively as the "Parties."

1. Background and Objective

Secorbit FZCO has received an order to develop a comprehensive tokenization platform capable of tokenizing equities, bonds, and real-world assets. This MoU outlines the collaborative framework between Secorbit and Sellwin Traders Ltd for the design, development, and implementation of said platform. The project shall be executed over a period of **twenty (20) months** from the date of execution of this MoU.

The total cost of the project is **three million USD ($3,000,000)**, which will be payable in accordance with the payment schedule outlined herein.

2. Scope of Work

The Parties agree that the scope of work shall encompass the following:

2.1 Platform Development

Sellwin Traders Ltd shall undertake the development of a blockchain-based tokenization platform that includes but is not limited to:

- **Equities**: Tokenization of stocks and shares, including necessary smart contracts to enable fractional ownership.
- **Bonds**: Tokenization of fixed-income instruments with mechanisms to comply with securities regulations.

- **Real-world Assets**: Tokenization of physical assets such as property, commodities, and art, with capabilities for fractional ownership and secure digital custodianship.

The platform shall feature high scalability, security, and user-friendly interfaces, with the ability to integrate with existing financial and blockchain ecosystems.

2.2 Phased Project Delivery

The development will be divided into five distinct phases as follows:

- **Phase 1: Research & Feasibility Study**
  Timeframe: 3 months
  Deliverables: Market analysis, technological feasibility, regulatory review, and risk assessment.

- **Phase 2: Platform Architecture & Design**
  Timeframe: 5 months
  Deliverables: Platform architecture, UI/UX design, token standards (such as ERC-20, ERC-721), and smart contract framework development.

- **Phase 3: Core Platform Development & Smart Contracts**
  Timeframe: 8 months
  Deliverables: Development of blockchain infrastructure, smart contract integration, tokenization modules for equities, bonds, and real-world assets.

- **Phase 4: Testing & Compliance Audits**
  Timeframe: 5 months
  Deliverables: Functional testing, security audits, KYC/AML compliance systems, integration of securities regulations, and mock tokenization exercises.

- **Phase 5: Final Integration, Launch, and Post-launch Support**
  Timeframe: 3 months
  Deliverables: Platform launch, user onboarding, real-time monitoring, and 3-month post-launch support including bug fixes and system updates.

3. Project Timeline

The project is estimated to take **twenty (20) months** from the date of execution of this MoU. The timeline may be subject to adjustments based on unforeseen challenges, provided that such extensions are mutually agreed upon in writing by both Parties.

4. Total Project Cost and Payment Terms

The total project cost is agreed to be **three million USD ($3,000,000)**, which will be paid by Secorbit to Sellwin Traders Ltd in accordance with the following payment schedule:

- **20% ($600,000) upon completion of Phase 1** (Research & Feasibility Study).
- **30% ($900,000) upon completion of Phase 2** (Platform Architecture & Design).
- **30% ($900,000) upon completion of Phase 3** (Core Platform Development).
- **10% ($300,000) upon completion of Phase 4** (Testing & Compliance Audits).
- **10% ($300,000) upon successful launch and handover in Phase 5**.

All payments shall be made within thirty (30) days of invoice submission by Sellwin Traders Ltd, subject to the satisfactory completion of the respective phase.

5. Responsibilities of Secorbit

Secorbit shall:

- Provide Sellwin Traders Ltd with clear and detailed requirements for the tokenization platform, including user needs, target asset types, and regulatory expectations.
- Make available legal and regulatory consultants to assist in ensuring the platform complies with applicable international securities laws, KYC/AML regulations, and tax reporting requirements.
- Review and approve all project deliverables within 10 working business days of submission.
- Provide timely feedback, necessary resources, and support throughout the development process.

6. Responsibilities of Sellwin Traders Ltd

Sellwin Traders Ltd shall:

- Develop the tokenization platform in accordance with the technical specifications and compliance requirements provided by Secorbit.
- Provide a comprehensive **project report**, which will include technological architecture, regulatory compliance, implementation roadmap, and timelines for all deliverables.
- Ensure that the platform adheres to **all applicable regulatory frameworks**, including but not limited to:
    - **Securities Law Compliance**: Tokenization of assets must be done in accordance with the legal requirements for securities in the respective jurisdictions.
    - **KYC/AML Regulations**: The platform must include mechanisms for user verification, transaction monitoring, and anti-money laundering compliance.

- ○ **Data Protection Laws**: The platform must comply with data privacy regulations such as the General Data Protection Regulation (GDPR) or equivalent local laws.
- Provide regular progress updates to Secorbit at agreed intervals, and immediately notify Secorbit of any project delays, risks, or concerns.

7. Regulatory Compliance and Legal Framework

Both Parties acknowledge the importance of full compliance with applicable laws and regulations, including but not limited to:

- **Securities and Exchange Regulations**: The platform shall be designed to ensure compliance with regulations governing the issuance, trade, and management of tokenized securities, particularly equities and bonds.
- **Anti-Money Laundering (AML) and Know Your Customer (KYC)**: The platform must feature robust KYC/AML protocols to ensure user verification and monitoring of transactions for any suspicious activity.
- **Tax Reporting and Transparency**: Appropriate tax reporting systems will be integrated to ensure the platform remains compliant with international tax laws.
- **Data Security and Privacy**: Sellwin Traders Ltd shall ensure that user data is protected in compliance with international data protection standards such as the GDPR.

8. Intellectual Property Rights

The ownership of intellectual property (IP) generated during the project will be as follows:

- **Secorbit** shall retain exclusive ownership of all business concepts, project documentation, and platform specifications provided to Sellwin Traders Ltd.
- **Sellwin Traders Ltd** shall retain ownership of any proprietary technology, methodologies, or software solutions developed outside the specific requirements of this project.
- Any IP jointly developed during the project, including the final tokenization platform, will be subject to a mutually agreed IP-sharing arrangement, to be detailed in a subsequent agreement.

9. Confidentiality

Both Parties agree to maintain the confidentiality of all information exchanged in relation to this MoU, including technical specifications, project details, financial information, and proprietary data. This obligation shall extend for a period of two (2) years beyond the completion of the project.

10. Termination

This MoU may be terminated by either Party in the following circumstances:

- Upon thirty (30) days' written notice in the event of a material breach of this MoU by the other Party, which is not rectified within the notice period.
- Upon mutual agreement of both Parties.
- In the event of circumstances beyond the control of either Party, such as government regulations, acts of nature, or other force majeure events.

Upon termination, Sellwin Traders Ltd shall be entitled to payment for any completed work up to the date of termination.

11. Governing Law and Jurisdiction

This MoU shall be governed by, and construed in accordance with, the laws of [Country]. Any disputes arising under or in connection with this MoU shall be subject to the exclusive jurisdiction of the courts of [Country/City].

12. Dispute Resolution

In the event of a dispute, the Parties agree to attempt to resolve the matter through good faith negotiations. If such negotiations fail, the dispute shall be referred to arbitration in accordance with the rules of [Arbitration Institution], and the arbitration shall be conducted in [Location].

13. Amendments

This MoU may only be amended or modified by a written agreement signed by both Parties.

14. Force Majeure

Neither Party shall be held liable for any failure or delay in performance due to circumstances beyond its control, including but not limited to acts of God, war, or changes in government regulations.

15. Miscellaneous

- Both Parties agree to work in good faith to complete the project within the agreed timeframe and scope.
- Each Party warrants that it has the legal authority to enter into this MoU and fulfill its respective obligations.

Signed for and on behalf of Secorbit FZCO:

Name: Ashish Patel

Position: Managing Director

DocuSigned by:

Ashish Patel   **18/12/2024**

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Signed for and on behalf of Sellwin Traders Ltd:

Name: Monil Vora

Position: Director

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VORA

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NAVINCHANDRA VORA
Date: 2024.12.18 16:24:30
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