



**CHINEESE WALL
AGREEMENT WITH
RELATED CONCERNS**

CHINEESE WALL WITH RELATED PARTIES OF MERCHANT BANKER

This agreement is entered on 03rd June 2023 between Ekadrisht Capital Pvt Ltd bearing CIN – U66190MH2023PTC401863 (Hereinafter referred to as Ekadrisht) and M/s Prakash Jhunjhunwala and Co LLP bearing LLPIN – AAI3264 (Hereinafter referred to as PJCLLP) for determining the powers and responsibilities of both parties while sharing common office and other resources and maintaining independence in their respective work and running business smoothly.

Objective

The objective of this agreement is to ensure that both the parties are able to maintain a Chinese Wall and share a common office space in Unit 1102, Summit Business Bay, Chakala, Andheri Kurla Rd, Andheri East, Mumbai and are able to maintain independence and confidentiality in execution of their duties. The parties shall cordially conduct their business as per the terms decided in this agreement :-

Terms of Agreement

A. Office Sharing Arrangement

- PJCLLP (being the owner of the office), hereby agrees to allow Ekadrisht to use their office premises, equipment and furniture (except computer/laptops) for their business purposes for a period of 5 years and Ekadrisht agrees to pay rent as per the terms of rent agreement dated 23/05/2023 executed and registered between the parties.
- All employees of Ekadrisht shall have access to all areas of Unit 1102 and shall not be restricted any specific workstation in the office. PJCLLP hereby agrees to allot two conference rooms exclusively for employees of Ekadrisht Capital and shall not be permitted to enter the said cabin without the consent of members of Ekadrisht.
- All employees of Ekadrisht are entitled to decide their own office timings and PJCLLP shall not be empowered to determine working hours of the employees of Ekadrisht.
- PJCLLP shall allow Ekadrisht to store their Office Files and Laptops in a separate independent closet and only employees of Ekadrisht shall be granted access to the said closet. No Employees of PJCLLP shall be permitted to access the said closet and documents owned by Ekadrisht.
- PJCLLP shall allow Ekadrisht to store their Office Files and Laptops in a separate independent closet and only employees of Ekadrisht shall be granted access to the said closet. No Employees of PJCLLP shall be permitted to access the said closet and documents owned by Ekadrisht.

B. Employee Sharing Agreement

- The parties shall not be permitted to take assistance or delegate work to any employee belonging to the other party (other than office boys). Ekadrisht Capital shall be entitled to use the administrative services rendered by office boys of PJCLLP as per mutual consent.
- Each party to this agreement is responsible to maintain confidentiality of the information/documents of the company and client. The employees of Ekadrisht and PJCLLP shall not be permitted to discuss their client assignments with the other party.
- In case, either of the parties use the services of the other party, then such transactions shall be undertaken with complete independence and the professional fees shall be determined between the parties on an arms length basis.

C. Information Technology

- Each party shall make sure that the computers, laptops, printers, pendrive, hard-disk and chargers (IT Hardware) owned by them are kept securely and maintained independently and there is no sharing of IT Hardware or Software of any kind between them.
- The domain Ekadrisht.com solely belongs to Ekadrisht and domain – prakashjhunjhunwala.com solely belongs to PJCLLP. No passwords /confidential and private data of the clients (in soft copy) shall be transferred between the two parties. Both the parties shall deploy and use their set of software such Antivirus, Tally etc.
- PJCLLP shall not access the One-Drive Cloud Server deployed by Ekadrisht in any manner whatsoever and Ekadrisht shall not access the Google Drive Cloud deployed by PJCLLP.

D. Bank Accounts

- Each party shall make sure that all the expenses of each party are borne themselves through their own bank accounts and bank login and passwords are maintained confidentially. In case any expense is incurred by one party on behalf of the other party, the said payment shall be reimbursed by the other party withing 24 hours.

E. Legal Compliances

- Each party shall make sure that legal compliances such as GST Returns, IT Return, TDS, Statutory Audit, etc are done by employees or consultants of each party independently and there is no dependency of one party on another in this regard.

F. Client Referral

- PJCLLP and Ekadrisht may refer clients to each other and shall not charge commission / incentive for referring such client. The referring party shall not interfere with the execution of the services by the other party and shall not be permitted to access the documents or information shared between the client and other party.
- Both the parties hereby agree that they will not accept any professional assignment from any client wherein the ‘Chinese wall’ of confidentiality and independence between PJCLLP and Ekadrisht Capital is not present. While accepting the assignment, the concerned party shall make complete disclosure of relationship between the 2 parties to the client and obtain written consent from the client.
- Both the parties are responsible to maintain integrity while providing the professional services and both the parties hereby agree that they shall not accept assignments wherein their opinion is prejudiced due the relationship with the other party. Further, Ekadrisht hereby agrees to not accept any IPO or Valuation assignments referred by PJCLLP wherein the latter party is / was appointed as the statutory auditor in the last 5 years.

G. Confidentiality on Stock Market sensitive information

- All employees of Ekadrisht and PJCLLP shall maintain confidentiality of Unpublished Price sensitive information and shall not share the said information with anyone and not use such information for personal gains in any manner. Both the parties have agreed to be bound by the Insider Trading Policy and SEBI (Prohibition of Insider Trading) Regulations, 2015.
- No employees and management of Ekadrisht and PJCLLP are permitted to buy/sell/hold/trade directly or indirectly in any shares of any client of both the parties.

Public Disclosure

The contents of this agreement shall be made public to all clients, employees, consultants and public at large. The said agreement may be disclosed on the company website of both companies.

For Prakash Jhunjunwala and Co LLP

For Ekadrisht Capital Pvt Ltd

Prakash Jhunjunwala
Partner

Smita Jhunjunwala
Director