



do N key

Important Information:

This agreement becomes effective upon successful completion of a physical background verification. If your verification fails during the screening process, the full amount paid will be refunded. However, if your documents are found to be mismatched during the physical background verification, ₹1000 plus GST will be deducted for the verification costs, and the remaining amount will be refunded. In such cases, this agreement will be canceled.

Prime Business Partner Agreement

This Prime Business Partner Agreement (the "Agreement") is entered into as of Date: 21-06-24, by and between 'do N key Deliveries,' operating under the brand 'do N key' ("Provider"), and Name: GANDHI, S as ("Prime Business Partner"), with an address at NO. 3, VENKATRAYA PILLAI STREET, & HOLINGHUR-631102, RANIPET DT

1. SCOPE OF SERVICES

1.1 Services: Provider agrees to provide the Prime Business Partner with exclusive rights to operate bike taxi and delivery services in the specified area(s) based on pin codes, as detailed on the platform [www.donkeydeliveries.com] (the "Services").

1.2 Autonomy: The Prime Business Partner shall have the autonomy to set pricing policies for the Services tailored to the local market.

2. OBLIGATIONS OF THE PARTIES

2.1 Provider's Obligations:

- Provide the Prime Business Partner with the necessary support and resources for the successful operation of the Services.
- Maintain the confidentiality of any proprietary information shared with the Prime Business Partner.

2.2 Prime Business Partner's Obligations:

- Pay all fees and charges as specified in the payment terms section.
- Adhere to guidelines and specifications provided by Provider.
- Uphold the standards and quality of services as outlined by the Provider.



Chinnalapatti, Dindigul



www.donkeydeliveries.com



support@donkeydeliveries.com



906 906 7008



do N key

3. PAYMENT TERMS

3.1 Payment Amount and Schedule: Prime Business Partner agrees to pay the amount set by the Provider according to the payment schedule mutually agreed upon by both parties.

3.2 Discount Request: Provider acknowledges the Prime Business Partner's request for a discount, and any approved discount shall be reflected in the payment terms.

3.3 Late Payment Policy:

Prime Business Partner acknowledges that late payments up to two days will incur deductions from the payout. If payment is delayed beyond two days, a penalty for late payment will be applicable.

4. CONFIDENTIALITY

4.1 Confidential Information: Both parties agree to keep confidential any proprietary or sensitive information disclosed by the other party during the term of this Agreement.

4.2 Exceptions: Confidentiality obligations do not apply to information that is publicly available or becomes public through no fault of the receiving party.

5. TERM AND TERMINATION

5.1 Term: This Agreement shall commence on the Effective Date and continue until terminated by either party in accordance with the terms herein.

5.2 Termination for Convenience: The Prime Business Partner should inform the Provider at least two months in advance if they decide not to continue the service.

5.3 Termination for Cause: Either party may terminate this Agreement immediately for a material breach by the other party.



Chinnalapatti, Dindigul



www.donkeydeliveries.com



support@donkeydeliveries.com



906 906 7008



6. MISCELLANEOUS

6.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of India.

6.2 Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, whether oral or written.

7. ADDITIONAL TERMS AND CONDITIONS

7.1 Responsibility for Product Delivery:

- It is the Prime Business Partner's duty to deliver the product with or without their driver.

7.2 Exclusion of Fragile and Expensive Items:

- The Prime Business Partner should not take fragile or expensive items, and the company is not responsible for any damage or items missing. Violation may lead to subscription cancellation based on the severity of the complaint or situation.

7.3 Payment Alerts and Subscription Management:

- The Prime Business Partner will receive subscription payment alerts three days before the due date. It is the Prime Business Partner's responsibility to manage subscriptions and make payments promptly to avoid disconnection.

7.4 Brand Name Protection and Violation:

- Any action by the Prime Business Partner or their employees that spoils the brand name may result in the cancellation of the subscription, depending on the severity.

7.5 Price Violation:

- Violation in price changes, especially doubling the local market price, is strictly prohibited. The system will automatically detect and remove the subscription.

7.6 Subscription Pricing Structure:

- The subscription price may change based on user traffic, categorized as tier 1, tier 2, tier 3, and tier 4, with potential price hikes to support high traffic and service maintenance.



Chinnalapatti, Dindigul



www.donkeydeliveries.com



support@donkeydeliveries.com



906 906 7008



7.7 Sharing Opportunity Information:

- Sharing the business opportunity is allowed, but sharing sensitive company information or technical and non-technical data with third parties is a breach of the contract.

7.8 Intellectual Property and Data Selling:

- The Prime Business Partner should not disclose intellectual property, user interface, or any official and unofficial records. Data selling is not allowed, and our company will take necessary actions, including cooperating with relevant authorities, if such issues arise.

7.9 Rating Monitoring for Drivers:

- The Prime Business Partner is responsible for monitoring and managing driver ratings. Drivers with overall ratings below 2 to 2.5 after a specific duration may lead to subscription cancellation.

7.10 Confidentiality of Account Details:

- The Prime Business Partner should never share subscriber ID, registered email ID, or login credentials with anyone.

7.11 Driver Approval Timeline:

- The approval process typically takes two to three days but may vary based on the clarity and completeness of the documents provided.

7.12 Sharing Company Information:

- Sharing company information, including the agreement, on public platforms is a breach of the agreement and may lead to legal action.

7.13 Dealing with Illegal Products:

- If the Prime Business Partner is found dealing with illegal products, the subscription may be cancelled immediately.

7.14 False Accusations:

- False accusations without proof may result in the cancellation of the subscription.



Chinnalapatti, Dindigul



www.donkeydeliveries.com



support@donkeydeliveries.com



906 906 7008



do N key

7.15 Assistance in Branding Ads:

- The Prime Business Partner is not allowed to use negative marketing or low-class words while branding ads.

7.16 Handling of Electrical Goods:

- For local delivery of electrical goods, it is recommended that the Prime Business Partner takes responsibility and may deny orders if necessary.

7.17 Payment Handling and Payouts:

- All online payments will be received by do N key Deliveries, and payouts will be made through IMPS/NEFT on Mondays and Thursdays. There is no minimum threshold for payouts, and the duration may vary based on bank processes & Holidays.

7.18 Inactive Account Handling:

- If the Prime Business Partner's account is inactive for continuous one or two months without any duty, the subscription may be cancelled.

7.19 Branding Ads Language Restrictions:

- Language restrictions apply to branding ads, and using negative words or marketing tactics is prohibited.

7.20 Government Intervention:

- In the event of government intervention affecting our services, we will comply with all government regulations and norms to ensure that our operations remain in accordance with legal requirements.

7.21 Relaying on 3rd Party Maps::

- The services heavily rely on third-party maps. In case of map issues, the company will work to resolve the problem, and the duration of the fix depends on the severity.

7.22 Delivery of Products During Long Rides:

- For long rides, it is recommended to fix the price accordingly. However, the company does not assure or guarantee return orders, as it depends on service availability.



Chinnalapatti, Dindigul



www.donkeydeliveries.com



support@donkeydeliveries.com



906 906 7008



do N key

7.23 Inactive Account Handling:

- If the Prime Business Partner's account is inactive for continuous one or two months without any duty, the subscription may be cancelled.

7.24 Publishing Agreement and Data:

- Publishing the agreement and other data, including website features, workflow, and intellectual property, on public platforms is a breach of the agreement.

7.25 Dealing with Illegal Products:

- If the Prime Business Partner is found dealing with illegal products, the subscription may be cancelled immediately.

7.26 False Accusations Handling:

- If false accusations are claimed without proof, the subscription may be cancelled.

7.27 Salary and Allowance:

- The company does not offer salary or allowance to the rider; it is the Prime Business Partner's responsibility to manage rider compensation.

7.28 Government Intervention:

- In case the government stops the provision of bike taxi services, efforts will be made to protect the service, but there is no guarantee.

7.29 Responsibility for Night Operations:

- If the rider works at night, the Prime Business Partner is responsible for attending emergency calls, even during the night.

7.30 Google Map Reliance or 3rd party Map:

- The company fully relies on Google Maps for top-notch service. If there are issues with Google Maps, the company's experienced developer team will work to resolve them.

7.31 Long Ride and Unreachable User:

- For long rides, it is recommended to fix the price accordingly, and the company is not responsible if the end user is not reachable.



Chinnalapatti, Dindigul



www.donkeydeliveries.com



support@donkeydeliveries.com



906 906 7008



do N key

7.32 Inactive Account Handling:

- If the Prime Business Partner's account is inactive for continuous one or two months without any duty, the subscription may be cancelled.

7.33 Negative Marketing Restriction:

- The Prime Business Partner is not allowed to use derogatory language, provokes, or engages in unethical marketing practices make negative comments, or engage in any form of disrespectful marketing during branding ads.

7.34 Risk in Buying Electrical Items:

- The Prime Business Partner takes full responsibility for buying electrical items, and they can deny the order if it is costly or expensive.

7.35 Percentage Hike in End-User Bill:

- A hike ranging from 23% to potentially higher percentages is included in the end-user bill. This increase is not only limited to map services but also accounts for third-party costs such as payment gateways and other related services. The exact percentage may vary in the future based on third-party terms, and we reserve the right to adjust these charges accordingly.

7.36 Emergency Phone Calls and Call Forwarding:

- Attending emergency phone calls from customers is crucial. The Prime Business Partner is recommended to activate call forwarding to employees and use a dedicated number for business purposes. Emergency calls from users will be directed to the Prime Business Partner's registered mobile number. It is essential to address issues promptly to ensure customer safety and satisfaction.

7.37 Emergency Contact Numbers:

- The Prime Business Partner and their employees should always have the contact numbers of local police stations and ambulance services. Having these numbers readily available is essential for quick response in case of an emergency, ensuring the safety of customers and employees.



Chinnalapatti, Dindigul



www.donkeydeliveries.com



support@donkeydeliveries.com



906 906 7008



do N key

7.38 Subscriber's Responsibility for Emergency Calls:

- Attending emergency calls from users is of utmost importance. If the company receives a complaint stating that the subscriber is not responding or answering calls, it may pose a risk to the subscription. To mitigate this risk, it is recommended to activate call forwarding to employees, use a dedicated business number, and have local police and ambulance numbers available for emergencies.

7.39 Theft Responsibility:

- In the event of theft by riders, the Prime Business Partner is responsible for paying compensation.

Prime Business Partner

S. Govindhi
Signature 21/06/24



Chinnalapatti, Dindigul



www.donkeydeliveries.com



support@donkeydeliveries.com



906 906 7008



Summary of Key Terms:

Do's

1. Service Operation:

- Operate bike taxi and delivery services exclusively in designated areas.
- Set pricing policies tailored to the local market.

2. Payment and Subscription:

- Pay fees promptly as per the payment schedule.
- Manage subscriptions and payments to avoid disconnection.

3. Confidentiality:

- Keep proprietary information confidential.
- Ensure the confidentiality of account details.

4. Emergency Response:

- Attend emergency calls promptly.
- Have local police and ambulance numbers for safety.

5. Driver Monitoring:

- Monitor and manage driver ratings.
- Ban low-rated drivers after a specified duration.

6. Legal Compliance:

- Adhere to all legal and contractual obligations.

Don'ts

1. Brand Protection:

- Do not engage in actions that may spoil the brand name.
- Avoid any violation leading to brand damage.

2. Price Violation:

- Do not violate pricing guidelines.
- Avoid absurd price changes.

3. Confidentiality Breach:

- Do not disclose intellectual property or company information.
- Refrain from sharing sensitive operational details.

4. Illegal Activities:

- Do not deal with illegal products.
- Avoid false accusations without proof.

5. Negative Marketing:

- Refrain from using derogatory language or negative marketing.
- Avoid unprofessional words in branding ads.

6. Inactive Account Handling:

- Avoid account inactivity for an extended period.



Chinnalapatti, Dindigul



www.donkeydeliveries.com



support@donkeydeliveries.com



906 906 7008



do N key

Understanding Billing & Helpful Tips for Success

Ensuring Smooth Operations as Your Business Takes Off

1. Timely Deliveries:

- Aim to complete deliveries promptly once a booking is taken by your rider. Efficient deliveries help maintain optimal server usage, keeping costs manageable and ensuring uninterrupted service.

2. Managing Rider Count:

- For smooth operations, please note that adding more than 10 riders may incur an additional fee per extra rider. This fee reflects third-party service costs and helps us maintain quality service as your team grows.

3. Tier Upgrades for Growing Business:

- As your business grows and the number of trades increases, your tier will be upgraded to the next level. For example, reaching 50 bookings in 3 days will upgrade your tier, providing more capacity and reflecting new pricing in your next bill.

4. Annual Billing Adjustments:

- To continue offering excellent service, we may adjust billing annually by up to 20% or more, considering factors like inflation. Any changes will be communicated on our official platform in advance, ensuring transparency and preparation time.

Prime Business Partner

S.
Signature

Full Name: GANDHI. S

Date: 21 - 06 - 2024

Place: SHOLINGHUR



Chinnalapatti, Dindigul



www.donkeydeliveries.com



support@donkeydeliveries.com



906 906 7008