

## PARTNERSHIP AGREEMENT

### Rider

This **Partnership Agreement ("Agreement")** is made into as of \_\_\_\_\_, by and between:

\_\_\_\_\_ (Rider's Name) with home address at \_\_\_\_\_ (Hereinafter referred to as "Rider")

and

**Rockygo Sdn Bhd** with office address at 79 Jalan Setiakasih, Damansara Heights, 50490 Kuala Lumpur Malaysia herein represented by its Authorized Representative, **Kong Chien Yee ("ROCKYGO")**

### WHEREAS:

- A. RockyGo is engaged in the business of providing transportation and delivery services to customers.
- B. Rider is an individual who desires to partner with RockyGo as an independent contractor to provide transportation and/or delivery services on behalf of RockyGo;

**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth below, the parties agree as follows:

### 1. Engagement and Services

**1.1. Independent Contractor Relationship:** Rider acknowledges and agrees that they are an independent contractor and not an employee of RockyGo. Rider shall have the freedom to determine the manner, means, and methods by which services are provided.

**1.2. Services Provided:** Rider agrees to provide transportation and/or delivery services ("Services") to customers using the RockyGo platform. The specific nature of services, including delivery areas, hours of operation, and types of goods to be transported, shall be mutually agreed upon by Rider and RockyGo.

### 2. Compensation

**2.1. Payment:** Rider shall be compensated based on the fees generated from each completed service as outlined in the RockyGo Rider Compensation Plan, which may be updated from time to time. Payments will be made weekly/monthly via Bank Transfer.

**2.2. Deductions:** RockyGo reserves the right to deduct any amounts due to RockyGo from Rider's compensation, including but not limited to, amounts for customer refunds, fees for damaged goods, or other penalties as outlined in the terms of this Agreement.

### **3. Rider's Obligations:** (Refer to Annex A for a comprehensive summary of the Rider's Obligations)

#### **3.1. Compliance:**

- a. Rider agrees to comply with all applicable laws, regulations, and RockyGo policies, including maintaining a valid driver's license, insurance, and vehicle registration.
- b. Riders must ensure they have the necessary licenses and permits to operate as a delivery rider. Compliance with local traffic and safety regulations is mandatory.
- c. Riders are responsible for ensuring they have adequate insurance coverage for their vehicles and personal liability. RockyGo may require proof of insurance as part of the partnership agreement.

**3.2. Tools and Equipment:** Riders shall be responsible for providing their own vehicle, smartphone, and any other tools or equipment necessary to perform the Services.

**3.3. Performance Standards:** Rider agrees to perform the Services in a timely, professional, and efficient manner. Rider shall maintain a high standard of customer service, including polite and respectful interaction with customers.

**3.4. Safety and Care:** Rider agrees to ensure the safety of customers, goods, and themselves during the provision of Services. Riders must promptly report any accidents, damages, or issues to RockyGo.

### **4. RockyGo's Obligations**

**4.1. Platform Access:** RockyGo shall provide Rider with access to its mobile application or platform to receive and manage delivery requests.

**4.2. Support:** RockyGo shall offer customer support services to assist Rider in the provision of Services, including technical assistance and guidance on using the platform.

**4.3. Payments:** RockyGo shall process and distribute payments to Rider in accordance with the agreed compensation structure.

## 5. Term and Termination

5.1. **Term:** This Agreement shall commence on the date set forth above and continue until terminated by either party in accordance with this section.

5.2. **Termination by Either Party:** Either party may terminate this Agreement with or without cause by providing seven [7] days written notice to the other party.

5.3. **Immediate Termination:** RockyGo reserves the right to immediately terminate this Agreement without notice if Rider breaches any material term of this Agreement or engages in conduct that RockyGo deems harmful to its business or reputation.

5.4. **Effect of Termination:** Upon termination, Rider shall immediately cease using the RockyGo platform and return any property, including any proprietary materials, provided by RockyGo.

## 6. Confidentiality and Intellectual Property

6.1. **Confidential Information:** Rider agrees to keep confidential all non-public information disclosed by RockyGo, including but not limited to business operations, customer information, and proprietary technology.

6.2. **Intellectual Property:** Any materials, documents, or software provided by RockyGo remain the intellectual property of RockyGo. Rider shall not copy, distribute, or use such materials for any purpose other than the provision of Services.\

## 7. Miscellaneous

7.1. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Malaysia.

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

7.3. **Amendments:** Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

7.4. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7.5. **Notices:** Any notices required or permitted under this Agreement shall be in writing and delivered to the addresses listed above.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

\_\_\_\_\_  
*Signature over printed name (Rider)*  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

## ROCKYGO SDN BHD

By: **Kong Chien Yee**  
Title: **Director**  
Date: \_\_\_\_\_

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## **ANNEX "A"** **RockyGo Partnership Agreement**

### **Summary of Terms applicable to the Riders**

#### ***RockyGo Rider's Obligations***

##### **1. General Obligations to Nominated Stores as part of the Services:**

###### **1.1. Rider Conduct:** Ensure that Riders:

- Enter the establishment in proper delivery gear and with insulated bags.
- Package products appropriately to protect them during transport.
- Queue in designated lanes.
- Verify the accuracy of orders with store personnel.
- Place stickered paper bags in insulated bags.
- Deliver products correctly and completely.
- Commit to delivering quality customer service.
- Limit delivery orders to two per trip, with a maximum of five minutes additional ETA for each order.

###### **1.2. Conduct and Professionalism**

Riders are expected to exhibit professional behavior at all times when representing RockyGo. This includes polite interactions with customers, adherence to traffic laws, and maintaining a presentable appearance.

###### **1.3. Platform Management:**

Maintain and operate the RockyGo platform for facilitating online orders and deliveries.

###### **1.4. Compliance with Delivery Standards**

Riders shall adhere to RockyGo's established delivery standards, ensuring that all deliveries are completed in a timely, efficient, and professional manner. Riders must maintain the quality of goods during transport, following best practices to protect items from damage or spoilage.

###### **1.5. Use of Equipment**

Riders are responsible for the proper use and maintenance of any RockyGo-provided equipment, including delivery bags and uniforms. Any damage or loss of equipment due to negligence may result in a charge to the rider.

## 1.6. Communication and Reporting

Riders are required to maintain open and timely communication with RockyGo's operations team, reporting any issues or delays that may impact delivery times. This includes informing the team of any incidents that could affect the delivery service.

## 2. Performance Monitoring

2.1. RockyGo reserves the right to monitor rider performance based on customer feedback, delivery times, and adherence to service standards. Riders consistently failing to meet RockyGo's expectations may be subject to review and potential termination of the partnership.

## 3. Term and Termination:

3.1. This agreement may be terminated by either party with written notice for cause (e.g., breach of agreement).

3.2. Any violation of the obligations outlined in this agreement may result in disciplinary action, including but not limited to, suspension or termination of the partnership. Riders are expected to uphold the terms of this agreement at all times.

## 4. Governing Law:

4.1. This agreement shall be governed by and construed in accordance with the laws of Malaysia.

## 5. Confidentiality:

5.1. Both parties agree to keep confidential all information related to this agreement and the business operations of each other.

5.2. Riders must respect the privacy and confidentiality of all customer information accessed during the course of their duties. Any breach of data privacy will be considered a serious violation of this agreement.

## 6. Entire Agreement:

6.1. This agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, representations, or agreements.

## 7. Amendments:

7.1. This agreement may be amended only by a written instrument signed by both parties.

## 8. Notices:

8.1. All notices required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, sent by certified or registered mail, return receipt requested, postage prepaid, or sent by reputable overnight courier service.

## 9. Waiver:

9.1. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any subsequent

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