

PARTNERSHIP AGREEMENT

The Establishment

This **PARTNERSHIP AGREEMENT** (this “**Partnership Agreement**”) is made as of the _____ by and between:

_____ with office address at _____ herein represented by its ESTABLISHMENT OPERATOR Principal, _____ (“**Establishment Operator** ”)

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**”)

(“Each a “**Party**” and collectively the “**Parties**”).

WHEREAS:

A. _____ (“**Client**”) and RockyGo entered into a **Service Agreement** dated _____ (the “**Service Agreement**”) effective from _____, as may be amended, revised, and/or renewed by the Parties accordingly.

B. This Partnership Agreement provides for the framework for RockyGo’s provision of Services to ESTABLISHMENT pursuant to the Service Agreement.

C. The purpose of this Partnership Agreement is to set forth the terms and conditions for RockyGo’s provision of such Services to ESTABLISHMENT.

NOW, THEREFORE, ESTABLISHMENT and RockyGo agree as follows:

1. Limited Incorporation of the Service Agreement.

This Partnership Agreement is entered into under and controlled by the Service Agreement, and all of the terms and conditions of the Service Agreement insofar as the ESTABLISHMENT’s Nominated Store is concerned are incorporated into this Partnership Agreement by this

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reference, as if fully set forth herein. ESTABLISHMENT hereby agrees to be bound by the terms and conditions (including all rights and obligations of Client therein but only insofar as the ESTABLISHMENT's Nominated Store is concerned) of the Service Agreement as if the ESTABLISHMENT had been an original signatory to the Service Agreement (and hence RockyGo shall have all rights and obligations against the undersigned as if the undersigned was Client pursuant to the Service Agreement). For clarity, the terms and conditions of the Service Agreement incorporated herein are only those with respect to RockyGo's provision of Services to the ESTABLISHMENT's Nominated Store (as defined in the Service Agreement) and do not include the terms and conditions specifically intended for the Client.

2. Term.

The term of this Partnership Agreement will be the same term as in the Service Agreement, and will continue thereafter until the expiration or termination of this Partnership Agreement pursuant to the termination provisions of the Service Agreement that are incorporated into this Partnership Agreement by reference, unless otherwise terminated by Client under any of its existing agreements with the ESTABLISHMENT. Any termination of this Partnership Agreement shall not have any effect on the Service Agreement.

3. Services.

During the term of this Partnership Agreement, RockyGo will provide or deliver to ESTABLISHMENT the Services requested by ESTABLISHMENT pursuant to Annex "A" of the Service Agreement.

4. Mutual Obligations.

Each Party will timely perform or cause to be performed its obligations to the other Party as specified in this Partnership Agreement with respect to the Services provided or delivered under this Partnership Agreement.

5. Payments.

RockyGo will invoice ESTABLISHMENT for the Services in accordance with the relevant terms of the Service Agreement as incorporated herein. Unless otherwise specified in this Partnership Agreement, the responsibilities of each Party for taxes arising under or in connection with this Partnership Agreement shall be as set forth in the relevant terms of the Service Agreement as incorporated herein.

6. Governing Law.

This Agreement shall be governed and construed in accordance with the laws of Malaysia. In the event of any dispute arising from or in connection with this Partnership Agreement, each Party shall submit a written notice to the other Party within three (3) days from the date of the issue occurring and giving rise to the complaint. The Parties hereto mutually agree to use their best efforts to amicably resolve any dispute or difference that may arise between the Parties

hereto relating to this Agreement or the operation or construction thereof or any matter or thing in any way connected with this Agreement or the rights, duties or liabilities of the Parties under

or in connection with this Agreement. In the event any dispute is not resolved within thirty (30) days from the date of receipt of the complaint by one Party, then any and all actions arising from

such unresolved dispute shall be filed with or instituted in the proper courts at the option of the plaintiff.

7. Notices.

Any notice or other communication to be given by one Party to any other Party under, or in connection with this Partnership Agreement, shall be in writing and signed by or on behalf of the party giving it. It shall be served by sending it by personal delivery, email, or courier to the Authorized Representatives of the relevant party, using the contact information set out below. Any notice so served shall be deemed to have been duly given (a) in case of delivery by hand, when delivered; (b) if by email, at the time of transmission; (c) if sent by courier, on the 3rd Business Day from the date of posting or the date of actual receipt, whichever is earlier.

In the case of ESTABLISHMENT:

_____(Company Name)
_____(Establishment Address)
Attention: _____ (Contact Person of Establishment)

and

In the case of ROCKYGO SDN BHD:

Kong Chien Yee

79 Jalan Setiakasih, Damansara Heights, 50490 Kuala Lumpur Malaysia

8. Counterparts.

This Partnership Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

9. Miscellaneous.

(a) THE PARTIES AGREE THAT ESTABLISHMENT OPERATOR IS INDIVIDUALLY ENTERING INTO THIS Partnership AGREEMENT SOLELY ON ITS OWN BEHALF AND THEREFORE, NEITHER CLIENT NOR ANY OTHER CLIENT SUBSIDIARY OR AFFILIATE: (I) WILL BE LIABLE, WHETHER JOINTLY OR SEVERALLY, TO ROCKYGO IN RESPECT OF ANY FEES DUE AND OWING BY THE ESTABLISHMENT OPERATOR FOR SERVICES

PROVIDED UNDER THIS PARTNERSHIP AGREEMENT; OR (II) WILL BE LIABLE, WHETHER

JOINTLY OR SEVERALLY, FOR ANY OTHER OBLIGATIONS OF ESTABLISHMENT OPERATOR, UNDER THIS PARTNERSHIP AGREEMENT; (III) CAN ENFORCE THE OBLIGATIONS OF ESTABLISHMENT OPERATOR UNDER THIS PARTNERSHIP

AGREEMENT; OR (IV) CAN PARTNERSHIP THAT ESTABLISHMENT OPERATOR COMPLY WITH THE TERMS OF THIS PARTNERSHIP AGREEMENT. FOR AVOIDANCE OF DOUBT, DUE TO THE NATURE OF THE RELATIONSHIP BETWEEN CLIENT AND ESTABLISHMENT OPERATOR, THE PARTIES UNDERSTAND AND AGREE THAT THE CLIENT MAY ENFORCE ITS RIGHTS UNDER THE SERVICE AGREEMENT AS WELL AS ESTABLISHMENT OPERATOR'S RIGHTS UNDER THIS PARTNERSHIP AGREEMENT IF THE PARTIES' NON-COMPLIANCE WITH THE TERMS AND CONDITIONS HEREIN EXPOSES OR MAY

EXPOSE THE CLIENT TO ANY LEGAL, REGULATORY, FINANCIAL, OR REPUTATIONAL RISK. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT ESTABLISHMENT OPERATOR WILL ENFORCE ITS RIGHTS UNDER THIS PARTNERSHIP AGREEMENT, ESTABLISHMENT OPERATOR SHALL SECURE PRIOR WRITTEN APPROVAL OF THE CLIENT.

10. Entire Agreement.

Together with the relevant terms of the Service Agreement incorporated herein as provided under Paragraph 1 hereof, this Partnership Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, ESTABLISHMENT and RockyGo have each caused this Partnership Agreement to be executed by their respective duly authorized representatives on the dates set forth below to be effective as of the Partnership Agreement Effective Date.

Company name of Establishment

By: _____
Title: _____
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 Establishment and/or Nominated Stores

A. RockyGo's Obligations

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

1.1. **Offer Client's Products and Services:** Offer the Client's products and services to its end-users through RockyGo and engage delivery riders to deliver or fulfill orders within the agreed time or less from order acceptance.

Brand	Food Prep Time	Food Delivery Time
RockyGo	15 minutes	30 minutes

1.2. **Rider Conduct:** Ensure that Riders:

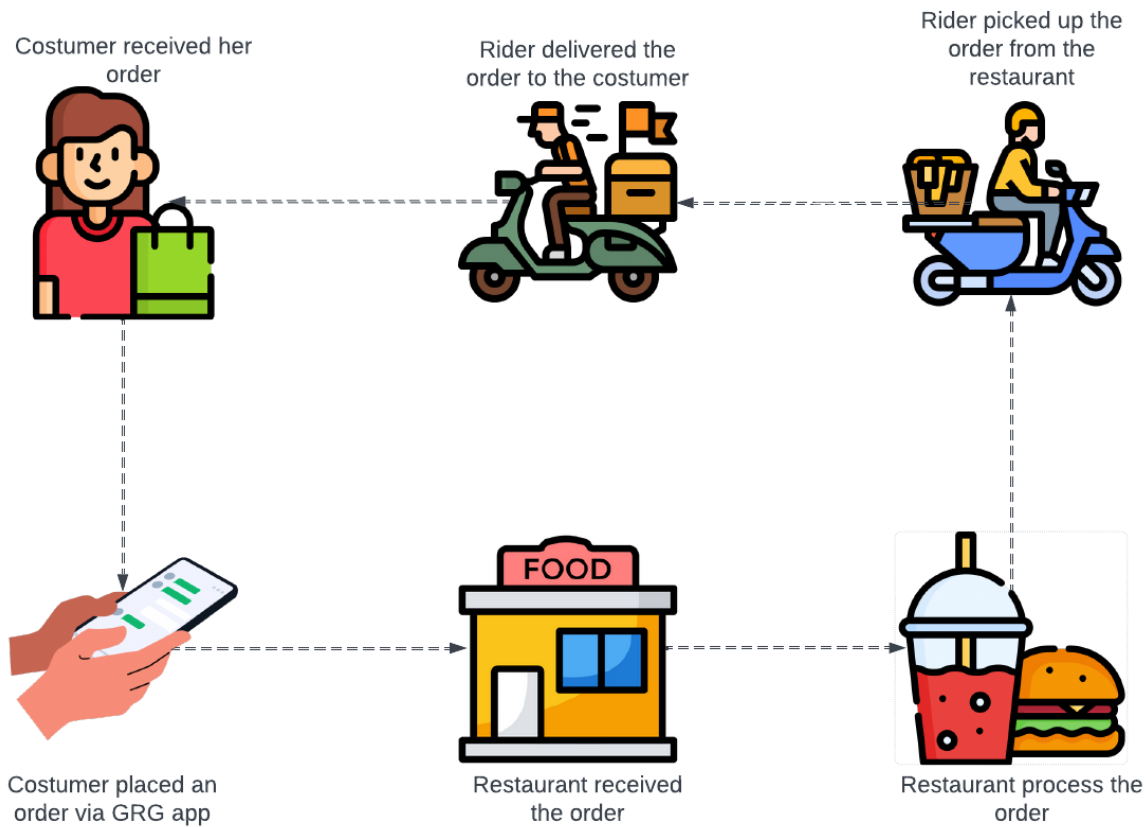
- Enter the Nominated Store in proper delivery gear and with insulated bags.
- Package products appropriately to protect them during transport.
- Queue in designated lanes.
- Verify the accuracy of orders with store personnel.
- Place stickered paper bags in insulated bags.
- Deliver products correctly 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.

1.3. **Legal Compliance:** Comply with all applicable laws, rules, and regulations related to the Services.

1.4. **Rider Order Process:** Ensure that Riders follow the specified order process.

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1.5. **Platform Management:** Maintain and operate the RockyGo platform for facilitating online orders and deliveries.

1.6. **Marketing and Promotion:** Promote ESTABLISHMENT's products and services on the RockyGo platform and through other marketing channels (agreed upon by both parties).

1.7. **Order Processing:** Process customer orders placed through the RockyGo app.

1.8. **Rider Network:** Manage a network of delivery riders to fulfill orders.

1.9. **Customer Support:** Provide customer support to address inquiries and complaints related to orders placed through RockyGo.

2.0. **Payment Processing:** Securely handle online payments made by customers.

2.1. **Settlement Reports:** Generate and provide an establishment with regular settlement reports detailing order details, fees, and payouts.

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2. Obligations of the Nominated Stores/Establishment Operator

2.1. RockyGo will be responsible for handling all customer concerns and feedback related to orders, including suggestions, recommendations, complaints, and issues arising from RockyGo's or its riders' actions or inactions.

Exceptions include concerns directly related to the inherent quality of the Client's product or issues caused by the Nominated Store's personnel or operations.

For all complaints, Grab must consistently follow the CONSUMER RECOVERY PROCESS as below:

- a. End User to file a report to RockyGo
- b. STORE Help Centre: <https://rockygo.com/contactus>
- c. If complaint is traceable to RockyGo or its Riders, RockyGo shall refund the End-User using any of the following options:
 - Discount vouchers/ promo codes
 - Pay Credits
 - Refund on credit card/ debit card subject to bank's policies and procedures
 - Cash refund to be collected at RockyGo's business address, insofar as may be practicable.
- d. If a complaint is traceable to the ESTABLISHMENT, RockyGo will charge the refunds to the ESTABLISHMENT ("Chargeback"). This will come in the form of a deduction to the Nominated Stores' daily cashouts. If there are disputes regarding any deductions, RockyGo will provide a link where stores can file an appeal.

Stores will receive the refund for the appeal (if approved) within seven (7) business days.

- RockyGo shall provide requirements for Chargeback for the refunds made: (1) Report of Customer, (2) Photo of food received, (3) Receipt
- Coverage of Chargebacks include, but not limited to:
 - Food Cooked Incorrectly or with Poor Quality
 - Food Spoilage

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- Food Poisoning
- Food Contamination (foreign objects in food)
- Undercooked Food
- Incorrect Items
- Missing Items
- Did Not Follow Instructions
- Other instances attributable to establishment's fault

Note that the above list is not fixed and is subject to revision as mutually agreed by the parties.

2.2. Menu and Pricing: Provide RockyGo with an accurate and up-to-date menu with clear descriptions and pricing.

2.3. Order Fulfillment:

- * Accept and fulfill orders placed through RockyGo within the agreed timeframe.
- * Package orders appropriately to maintain food quality and safety during delivery.
- * Provide accurate and complete orders to RockyGo riders.

2.4. Restaurant Information: Keep RockyGo updated on any changes to restaurant information (location, phone number, operating hours, etc.).

2.5. Marketing and Promotions:

- * Participate in co-branded marketing initiatives with RockyGo (as mutually agreed).
- * Offer promotions or discounts exclusively for RockyGo users (optional).

2.6. Service Fee: Pay RockyGo a service fee on a per-order basis (percentage of menu price or flat fee, to be determined in the agreement).

2.7. Establishment's Responsibilities Regarding RockyGo's Tools, Machinery, and Equipment:

- Any damage or loss of the items provided by RockyGo caused by negligence on the part of the Nominated Store or establishment's Personnel, or through improper use, will result in a charge to the establishment's Nominated Store.
- For repairs or replacements, the establishment must submit a request through Service Now, and RockyGo will respond accordingly.

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c. Upon termination of the Associate Agreement, the establishment must return the Tablets to RockyGo as soon as possible.

2.8. Dispute Resolution: Address customer complaints related to the quality or preparation of food items promptly and professionally.

2.9. Compliance: Comply with all applicable laws and regulations related to food safety and restaurant operations.

3. Delivery and Rider Responsibilities:

3.1. RockyGo: Responsibilities related to rider recruitment, training, management, and compensation.

3.2. Food Quality and Safety:

* RockyGo will ensure riders handle food deliveries with care to maintain quality and safety.

4. Order Issues and Chargebacks:

4.1. Missing or Incorrect Items: establishment will be liable for missing or incorrect items unless they can prove the order was complete upon handover to the rider.

* Chargebacks for these issues will be deducted from the establishment's payout.

* Establishments have the right to appeal chargebacks with proper documentation.

5. Food Allergy Disclaimer & Liability

The Establishment acknowledges that RockyGo acts solely as a platform to facilitate food ordering and delivery and does not prepare or handle food items. As such, RockyGo shall not be held liable for any allergic reactions or health-related issues arising from the consumption of food ordered through the platform. It is the sole responsibility of the Establishment to provide accurate ingredient and allergen information to customers. Customers are advised to contact the Establishment directly regarding any food allergies or dietary restrictions before placing an order.

6. Term and Termination:

6.1. The term of this agreement will be for [duration] (e.g., one year), with the option for renewal upon mutual agreement.

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

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7. Governing Law:

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

8. Confidentiality:

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

9. Entire Agreement:

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

10. Amendments:

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

11. Notices:

11.1. 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.

12. Waiver:

12.1. 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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