



ZHENOR

ENERGY

PVT LTD

CODO MODEL

Terms, Conditions, Rules & Procedures

Version 1.0 | 2026

Proposed commercial framework for dealer / site-partner discussions. Final execution documents should be vetted by Zhenor's legal, tax, electrical-safety and regulatory advisers for the relevant State and site.

1. CODO Structure

CompanyOwned DealerOperated: Zhenor owns/controls the core charging assets and appoints a dealer/operator to run day-to-day station operations.

2. Zhenor Responsibilities

- Provide approved chargers/assets as scheduled; CMS/app/payment integration; brand standards; technical SOPs; training; central monitoring.
- Set or approve charging tariffs and promotions; define maintenance responsibilities.
- Pay dealer commission after reconciliations and permitted deductions.

3. Dealer / Site Partner Responsibilities

- Provide trained manpower, customer assistance, housekeeping, security and local operating supervision.
- Follow Zhenor pricing, software, safety and brand SOPs; maintain records and assist audits.
- Bear operating costs specifically allocated in the commercial schedule.

4. Commercial Framework

- Recommended structure: fixed ₹/kWh operating commission and/or performance incentive, rather than an undefined revenue percentage.
- Refundable security deposit / bank guarantee may be prescribed by station category.
- Commission, taxes, payment cycles, shortages/claims and incentive metrics must be set in the signed commercial schedule.

5. Mandatory Conditions

- All appointments are subject to site feasibility, due diligence, execution of definitive agreements and applicable approvals.
- Zhenor branding, charger specifications, software, pricing controls and customer-experience requirements shall be followed as stated in the applicable model agreement.
- No dealer or operator may sub-license, sublet, transfer or create third-party rights in the appointment without prior written approval.
- Meter tampering, bypassing the charging-management system, unauthorized collections, falsification of transactions, unsafe electrical modifications and misuse of the Zhenor brand are prohibited.
- Zhenor may conduct operational, technical, safety, financial and brand audits. Material non-compliance may lead to corrective action, suspension or termination in accordance with the agreement.
- Customer data, transaction data and charger telemetry shall be handled only through approved systems and in accordance with applicable privacy and cybersecurity requirements.
- Each site must maintain applicable electrical safety, fire safety, earthing, protection, signage, accessibility, CCTV and emergency-response arrangements.

6. KPI & Service Levels

KPI	Indicative requirement
Charger availability	Target ≥98% subject to agreed exclusions
Safety	Zero tolerance for unauthorized electrical changes
Housekeeping	Daily / continuous as site requires

KPI	Indicative requirement
Customer complaints	Within Zhenor SOP
Reporting	Automated CMS + prescribed operational reports
Brand compliance	100% approved identity and signage

7. Agreement Controls

- Detailed asset register and ownership schedule.
- Insurance and indemnity allocation.
- Electricity account and bill-payment responsibility.
- Pricing and discount authority.
- Tax invoicing and settlement mechanism.
- Maintenance responsibility and response SLA.
- Data, software and cybersecurity controls.
- Default, cure, suspension, termination and handover.
- Dispute resolution, governing law and jurisdiction to be finalized by counsel.

8. Legal Status

This is a proposed commercial term framework. It is not a final dealership agreement and creates no appointment, exclusivity or financial commitment until definitive documents are signed by authorized representatives.