



# ZHENOR

ENERGY

PVT LTD

## DOCO 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. DOCO Structure

- DealerOwned Company Operated: the dealer/site partner provides or controls the land/site; Zhenor installs/owns or controls charging assets and operates the station.

## 2. Zhenor Responsibilities

- Fund/install core charging infrastructure as agreed; operate, staff, maintain and control network/pricing/brand.
- Pay agreed site compensation and maintain site insurance/operational compliance allocated to Zhenor.

## 3. Dealer / Site Partner Responsibilities

- Provide legally valid site rights, continuous access, clear title / authority and agreed utilities/landlord obligations.
- Do not interfere with operations, equipment or customer access; support statutory/site permissions where owner cooperation is required.

## 4. Commercial Framework

- Site compensation may be fixed rent, minimum guarantee, variable ₹ \_\_\_\_/kWh share, or a hybrid.
- Electricity and common-area charges must be allocated expressly.
- Anycafe/store/advertising rights require a separate 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, CCTVand 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                |
| Customer complaints  | Within Zhenor SOP                                  |

| KPI              | Indicative requirement                         |
|------------------|------------------------------------------------|
| 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.