DAILY FLOWERS INDIA PVT. LTD.

Daily Flowers Registered Delivery / Service Partner Agreement

Version 1.0.0 Status: Draft Effective: Not yet in force

Applies to: Delivery / service partners — individual delivery partners and delivery or logistics companies engaged per job

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This Agreement sets out the terms on which a Delivery Partner is registered on the Daily Flowers platform to perform pickup, delivery and related service jobs. It applies both to an individual who personally performs deliveries and to an organisation that performs deliveries through its own personnel. It is accepted electronically and, once accepted and approved, is a binding contract.

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1. Parties and background

1.1 Daily Flowers India Pvt. Ltd., a company incorporated under the Companies Act, 2013, having its registered office at [REGISTERED OFFICE ADDRESS] (CIN [CIN]), operating the platform at https://dailyflowersai.com ("**Daily Flowers**", "**we**").

1.2 The person or organisation identified in the registration record accepted with this Agreement ("**Delivery Partner**", "**you**"), being either:

- an individual aged at least eighteen who personally performs deliveries (an "**Individual Partner**"); or
- a company, LLP, firm, proprietorship or other organisation that performs deliveries through its own personnel (a "**Delivery Company**").

1.3 Daily Flowers runs a commerce platform for fresh flowers, food products (such as cakes, cookies and bakery items), gifts and recurring deliveries. Orders are fulfilled from Daily Flowers hubs or by independent network partners and delivered to customers and recipients by delivery partners engaged for that purpose.

1.4 Delivery is a separate role. The delivery role under this Agreement is separate from any fulfilment, selling, franchise or supply role. If the Delivery Partner or a member of its group is also a Registered Flower Partner, food partner, gift seller, supplier or franchisee of Daily Flowers, that relationship is governed only by its own agreement; this Agreement covers only delivery and related service jobs, and earnings under it are shown on

separate Settlement Statements and are not set off against amounts under any other agreement unless both parties agree in writing.

2. Definitions and interpretation

2.1 In this Agreement:

- "**Applicable Law**" means all laws, rules, regulations, notifications, orders and binding directions in force in India, including those of any state where Jobs are performed.
- "**Commercial Schedule**" means Schedule 1 as completed for the Delivery Partner and amended under Article 31.
- "**Customer Data**" means any personal data of a customer, Recipient or other individual that the Delivery Partner accesses for a Job, including names, addresses, phone numbers, delivery instructions, gift messages, one-time passwords and delivery photographs.
- "**Delivery Personnel**" means individuals who perform Jobs on behalf of a Delivery Company.
- "**Earnings**" means amounts payable to the Delivery Partner for Jobs under Article 12 and the Commercial Schedule.
- "**Fulfilment Point**" means a Daily Flowers hub, the premises of a fulfilment partner or seller, or any other pickup location designated for a Job.
- "**Goods**" means the products, arrangements, food items, gifts or parcels to be picked up or delivered under a Job.
- "**Hub**" means a Daily Flowers operating hub from which Jobs are dispatched and to which undelivered Goods are returned.
- "**Job**" means a single pickup-and-delivery or related service assignment offered through the Platform and identified by a unique reference.
- "**OTP**" means a single-use code sent to the Recipient to confirm delivery.
- "**Partner App**" means the delivery-partner interface of the Platform and, for a Delivery Company, any electronic booking and status-reporting channel agreed with Daily Flowers.
- "**Platform**" means the Daily Flowers website, applications and partner interfaces.
- "**Recipient**" means the person to whom Goods are to be delivered, who may differ from the customer.

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- "**Settlement Statement**" means a statement issued under Article 12 listing the Jobs and amounts for a settlement period.
- "**Slot**" means the delivery date and time window for an order.

2.2 "Including" means "including without limitation". A reference to a statute includes any amendment or re-enactment of it. The Schedules form part of this Agreement; if a Schedule conflicts with the body, the body prevails.

3. Appointment and nature of the relationship

3.1 Appointment. Subject to verification and approval under Article 4, Daily Flowers registers the Delivery Partner as a non-exclusive delivery and service partner eligible to receive offers of Jobs in the service area in Article 5.

3.2 Independent contractor. The Delivery Partner is engaged on a principal-to-principal basis as an independent contractor. This Agreement does not create employment, agency, partnership, joint venture or franchise. The Delivery Partner decides whether and when to make itself available and whether to accept any Job.

3.3 No exclusivity or guarantee. The Delivery Partner may work for any other person, including other platforms, provided it does not abandon a Job it has accepted. Daily Flowers does not guarantee any volume of Jobs or minimum Earnings unless the Commercial Schedule says so.

3.4 Statutory protections preserved. Nothing in this Article reduces any right that Applicable Law gives the Delivery Partner or its Delivery Personnel, including rights of gig or platform workers under the Code on Social Security, 2020 or any state law on platform-based gig workers. Where Applicable Law places an obligation on Daily Flowers as an aggregator or platform — registration, sharing worker details with a government portal, paying a contribution or welfare fee, grievance redressal, transparency, or notice before termination — Daily Flowers will comply with it.

3.5 Employees excluded. This Agreement does not apply to delivery staff employed by Daily Flowers.

3.6 No authority. The Delivery Partner cannot make any commitment on behalf of Daily Flowers, a seller or a fulfilment partner.

4. Onboarding, verification and eligibility

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4.1 Sequence. The Delivery Partner becomes eligible for Jobs only after: (a) application; (b) identity verification (Individual Partner) or business verification (Delivery Company); (c) review of the documents in Schedule 3; (d) electronic acceptance of this Agreement; and (e) approval by Daily Flowers. Daily Flowers records the version accepted.

4.2 Accurate information. All information and documents provided must be true and current. The Delivery Partner must promptly report any change to its driving licence, vehicle registration, insurance, bank account, GST registration or ownership.

4.3 Checks. Subject to Applicable Law and to consent where the law requires it, Daily Flowers may verify identity documents, licences and vehicle records, and may require police or background verification to the extent Schedule 3 specifies. Results are handled under Article 17.

4.4 Expired documents. If a mandatory document expires, no new Jobs are offered until it is renewed. This is a temporary eligibility hold, not a sanction, and Daily Flowers will say why it applies.

4.5 Non-discrimination. Daily Flowers will not refuse or treat any applicant differently on grounds of religion, race, caste, sex, gender identity, place of birth or disability.

5. Service area

5.1 Jobs may be offered in the Hubs, zones or cities stated in the Commercial Schedule. Daily Flowers currently operates hub-based delivery in Bengaluru; gift parcels shipped beyond the local network are generally carried by courier partners.

5.2 The service area grants no exclusive territory. Daily Flowers may use other partners, its own staff or couriers in the same area.

5.3 Daily Flowers may change the service area for operational reasons. A change that materially affects Earnings opportunity is notified under Article 31.

6. Availability, job offers, acceptance and pickup

6.1 Availability. The Delivery Partner may mark in the Partner App when it is available. This is not a promise to accept any Job unless it has expressly agreed to a scheduled availability commitment in the Commercial Schedule.

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6.2 Offers. Daily Flowers may offer or assign Jobs through the Partner App. Each Job shows the pickup location, delivery area, Slot, any handling instructions and the Earnings basis that applies.

6.3 Right to refuse. The Delivery Partner may decline any Job offered or assigned, giving a short reason in the Partner App so the Job can be reassigned. Declining is not a breach, and Daily Flowers will not suspend or terminate a Delivery Partner for declining Jobs; the decline is recorded only so the same Job is not offered again.

6.4 Acceptance. A Job is accepted when the Delivery Partner confirms it in the Partner App or collects the Goods, whichever is earlier (for a Delivery Company, when the booking is confirmed through the agreed channel). If the Delivery Partner cannot perform an accepted Job, it must tell Daily Flowers immediately, before pickup where possible.

6.5 Pickup. At the Fulfilment Point the Delivery Partner must: collect only the Goods for its accepted Jobs; check the job reference, package count and external condition, and report any visible damage, leakage or mismatch before leaving; not open, re-pack or tamper with packed Goods; and mark the Job as picked up.

6.6 Pickup failure. If Goods are not ready, visibly damaged or do not match the Job, the Delivery Partner must record a pickup failure and must not take Goods it believes unfit to deliver.

6.7 Custody. The Delivery Partner is responsible for safe carriage of the Goods from collection until they are delivered with valid proof or returned to the Hub. This allocation between the Parties does not affect any customer's rights against Daily Flowers or a seller under Applicable Law.

7. Delivery standards and proof of delivery

7.1 Slot and service levels. The Delivery Partner must use reasonable efforts to deliver each accepted Job within its Slot and according to Schedule 2. Daily Flowers will not set targets that can only be met by speeding or breaking traffic law.

7.2 Delays. If a Slot is likely to be missed, the Delivery Partner must mark the Job as delayed with a realistic estimated arrival time so Daily Flowers can inform the customer.

7.3 Proof of Delivery. Each order carries a required proof type, which must be captured at handover:

- **Recipient OTP** — sent to the Recipient at pickup; obtained from the Recipient (or a person the Recipient has authorised) in person at handover. Never ask for an OTP before the Goods are handed over.

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- **Photograph** — a live photograph of the delivered Goods at the delivery point taken through the Partner App at the time of delivery. Stock, old, edited or reused images are prohibited; avoid showing faces or anything beyond what is needed as evidence.
- **Signature** — the Recipient's name and signature captured in the Partner App.
- **Site acknowledgement** — for business sites such as hotels, offices and venues, the name of the representative who received the Goods and a live photograph of the Goods at the site.

7.4 Delivery Company proof. A Delivery Company reporting delivery electronically must supply, for each Job, the Recipient's OTP where OTP proof is required or otherwise a verifiable proof-of-delivery record meeting clause 7.3. A status update alone is not accepted as delivery; until valid proof is received the Job stays open and its Earnings are not payable.

7.5 False proof. Recording a delivery that did not happen, fabricating or reusing proof, or obtaining an OTP improperly is a ground under Schedule 4.

7.6 Safe place. Goods may be left with a neighbour, security desk, reception or in a safe place only on the customer's or Recipient's instruction or Daily Flowers' instruction through the Partner App. Perishable Goods must never be left exposed to sun, rain or heat.

8. Communication with customers and recipients

8.1 Masked contact. Daily Flowers may connect the Delivery Partner with customers and Recipients through masked calling or in-app messaging. Any number displayed is displayed only to complete the Job.

8.2 Purpose limitation. The Delivery Partner may contact a customer or Recipient only to complete, reschedule or report on the Job — never for personal, social or commercial contact, to ask for ratings or tips (unless tipping is offered through the Platform), or to offer its own or others' services.

8.3 Gift deliveries. The Delivery Partner must not disclose the sender's identity, the price, the gift message or occasion details beyond what is on the package.

8.4 Conduct. The Delivery Partner must be courteous, respect privacy and site rules, not enter a residence unless invited and it is safe and appropriate, and refer any question about quality, refunds or replacements to Daily Flowers support (support@dailyflowersai.com or through the Platform) without making commitments of its own.

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8.5 Difficult situations. If a Recipient refuses the Goods or behaves abusively, the Delivery Partner should withdraw if it feels unsafe and report the matter in the Partner App.

9. Handling of Goods

9.1 General. Carry Goods in a clean, suitable delivery bag or container; keep them upright where marked; protect them from crushing, weather and contamination; keep them away from hazardous or unclean items.

9.2 Fresh flowers. Flowers are perishable and fragile. Keep them out of direct sun and heat as far as practicable, avoid compression, keep water packs and vases upright, and deliver without unnecessary stops.

9.3 Food. For cakes, cookies, bakery and other food items:

1. carry food only in a clean, closed, food-safe container kept separate from non-food items, chemicals and fuel;
2. never open food packaging; keep seals and tamper-evident packaging intact;
3. follow any temperature or orientation instruction shown for the Job;
4. maintain personal hygiene (clean hands and attire, covered cuts) and do not carry food while suffering from a communicable illness; and
5. report any spill, broken seal or temperature concern, and do not deliver compromised food unless Daily Flowers instructs it.

9.4 Gifts and parcels. Handle fragile items with care, keep parcels dry and never open sealed parcels.

9.5 Spills. If Goods spill or become contaminated, stop, record the incident with a photograph, and follow Daily Flowers' instructions to continue, return or dispose of them.

10. Failed delivery, reattempt and return to Hub

10.1 Attempt. If the Goods cannot be handed over, the Delivery Partner must try to contact the Recipient through the Partner App and wait for the period in Schedule 2 before recording a failed attempt.

10.2 Reasons. A failed attempt is recorded at the delivery location with one of these reasons and any useful note: customer or Recipient unavailable; wrong or incomplete address; delivery delay; product issue; Recipient rejected the Goods; site closed; or other (explained). Daily Flowers informs the customer promptly when a delivery fails.

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10.3 Same-day reattempt. Because fresh flowers and many food items do not survive long delays, Daily Flowers' policy is to reattempt on the same day where practicable. The Delivery Partner will reattempt when asked through the Partner App, up to the maximum attempts Daily Flowers sets for the order.

10.4 Return to Hub. Undelivered Goods must be returned to the Hub the same day (or as instructed) in the condition collected, confirmed in the Partner App. Daily Flowers decides whether returned Goods can be rescheduled. The Delivery Partner must never keep, sell, give away, consume or dispose of undelivered Goods without written instruction.

10.5 Earnings. Earnings for failed attempts, reattempts and returns are set in the Commercial Schedule and are payable where the failure was not caused by the Delivery Partner's own breach.

11. Damaged, lost or stolen Goods

11.1 Reporting. Any damage, loss or theft of Goods in the Delivery Partner's custody must be reported in the Partner App immediately, and theft to the police where appropriate.

11.2 Fair investigation. Daily Flowers will review the Job record and evidence and give the Delivery Partner a fair opportunity to explain before deciding responsibility.

11.3 Responsibility. The Delivery Partner is responsible only to the extent loss or damage is caused by its negligence, wilful misconduct, fraud or breach of this Agreement — not for defects in the Goods, inadequate packaging it could not reasonably detect, or events outside its reasonable control.

11.4 Recovery. Where the Delivery Partner is responsible, Daily Flowers may recover the amount set in the Commercial Schedule, never more than the actual loss. No deduction is made from Earnings without first stating the amount and reason in writing and giving an opportunity to respond. Every deduction appears with its reason on the Settlement Statement.

12. Earnings, settlement statements and payment

12.1 Basis. The Delivery Partner earns the amounts in the Commercial Schedule for each Job completed with valid proof of delivery. The basis may be per delivery, per hour of scheduled availability or per kilometre, and may include reattempts, returns, waiting time and incentives. For a Delivery Company it may be a per-booking fee.

12.2 Rate lock. A Job is paid at the rate in force when it was accepted. A later rate change never alters Earnings for an accepted Job or an issued Settlement Statement.

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12.3 Statements. For each settlement period in the Commercial Schedule, Daily Flowers issues a Settlement Statement showing each Job (by reference and date), its Earnings, incentives, any deductions with reasons, tax withheld and the net amount payable. A Job appears on only one statement and is never paid twice.

12.4 Review, hold and dispute. Daily Flowers approves each statement before payment. It may hold a statement or line only for a stated reason (such as missing proof of delivery or an open loss investigation), and must pay the undisputed balance on time. The Delivery Partner may dispute a statement within the period in the Commercial Schedule.

12.5 Corrections. A paid statement is never edited; corrections are made by a documented adjustment on a later statement.

12.6 Payment. Daily Flowers pays by bank transfer to the verified account within the period in the Commercial Schedule and records the payment reference on the statement. Where Applicable Law sets a minimum payment frequency (at the date of this draft, at least weekly for platform based gig workers under the Karnataka Act), the cycle will be no longer than that.

12.7 No hidden charges. Daily Flowers will not charge any onboarding or platform fee unless the Commercial Schedule states it and the law permits it. Any aggregator contribution or welfare fee payable under Applicable Law is borne by Daily Flowers and not deducted from Earnings.

12.8 Taxes. Earnings are stated exclusive of GST. A GST-registered Delivery Partner must issue tax invoices as the Central Goods and Services Tax Act, 2017 requires, or use a self-billing arrangement where the law permits. Daily Flowers deducts tax at source where the Income-tax Act, 2025 requires it and issues the prescribed certificates. Each Party bears its own income tax.

13. Cash on delivery (only if enabled)

13.1 Cash on delivery is not offered on the Platform at the date of this Agreement. Until Daily Flowers notifies the Delivery Partner in writing that it is enabled, the Delivery Partner must not collect cash or any payment from anyone.

13.2 If enabled: (a) the Delivery Partner collects only the exact amount shown in the Partner App and records the collection at delivery; (b) cash is held in trust for Daily Flowers and remitted in the manner, frequency and cash-in-hand limit set in the Commercial Schedule; (c) Daily Flowers reconciles collections against Settlement Statements and shares the reconciliation; and (d) any shortfall is handled under clause 11.4.

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14. Vehicles, licences and road safety

14.1 Documents. When a motor vehicle is used, the Delivery Partner (and each of a Delivery Company's personnel) must hold a valid driving licence for the class of vehicle, a valid registration certificate, insurance covering at least third-party risks as required by s. 146 of the Motor Vehicles Act, 1988, a valid pollution-under-control certificate, and any permit or authorisation the law requires for carrying goods for reward.

14.2 Road safety. Obey traffic law; wear protective headgear as s. 129 of that Act requires (and ensure any pillion rider does too); do not use a handheld phone while riding; never ride under the influence of alcohol or drugs; do not carry Goods in a way that affects control; keep the vehicle roadworthy; and take adequate rest.

14.3 Fines. Traffic fines are the Delivery Partner's own responsibility. Daily Flowers will never require any breach of traffic law to meet a Slot.

14.4 Non-motorised deliveries. For Jobs on foot or by bicycle, clause 14.1 applies only as relevant; clauses 14.2 and 14.3 still apply.

15. Insurance, safety and working conditions

15.1 Insurance. The Delivery Partner must maintain the motor insurance required by law and any additional cover in the Commercial Schedule (for a Delivery Company, for example goods-in-transit, public liability and employee compensation cover), and provide evidence on request and renewal.

15.2 Cover arranged by Daily Flowers. Daily Flowers may arrange or contribute to accident or health cover for Individual Partners while performing Jobs, as the Commercial Schedule states. This is in addition to, not instead of, benefits under schemes framed under the Code on Social Security, 2020 or state law.

15.3 Stopping for safety. The Delivery Partner may pause or refuse to continue a Job that would put it or others at serious risk (severe weather, flooding, violence or harassment), notifying Daily Flowers when safe. It will not be penalised for a good-faith safety decision.

15.4 Accidents. After an accident, first ensure safety and medical help and comply with the Motor Vehicles Act, 1988, then report to Daily Flowers, which will help with information for insurance claims.

15.5 Harassment. Harassment of or by Delivery Partners, including sexual harassment, is not tolerated. Complaints may be raised under Article 23 and Daily Flowers will act on them.

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15.6 Conditions. As far as reasonably practicable, Daily Flowers will organise Job flows so Delivery Partners can take adequate rest, and provide access to drinking water and sanitary and rest facilities at Hubs.

16. Performance, ratings and automated decisions

16.1 Daily Flowers may measure on-time delivery, proof-of-delivery completeness, failed-attempt reasons, verified complaints and customer feedback. The main parameters that affect Job offers, reviews and incentives are described in Schedule 2.

16.2 On request, Daily Flowers will explain how those parameters have affected the Delivery Partner, in simple language and — where the Karnataka Act applies — in Kannada, English or another language the Delivery Partner understands.

16.3 Daily Flowers will not suspend or terminate a Delivery Partner solely on the basis of an automated decision; a person reviews every suspension or termination, except an immediate safety hold under clause 24.3. Daily Flowers takes measures to prevent its automated systems discriminating on grounds of religion, race, caste, gender, place of birth or disability.

17. Data protection and confidentiality

17.1 Customer Data. Daily Flowers is the data fiduciary for Customer Data under the Digital Personal Data Protection Act, 2023 and remains responsible for it as that Act requires. The Delivery Partner may use Customer Data only to perform the Job concerned, only as instructed and only for as long as the Job requires.

17.2 Restrictions. The Delivery Partner must not: (a) copy, photograph (other than the required proof of delivery), record, store or share Customer Data outside the Partner App; (b) save customer or Recipient numbers or addresses to personal contacts or messaging groups; (c) use Customer Data after the Job, for marketing or for any personal purpose; or (d) disclose Customer Data to anyone other than the Recipient at handover, Daily Flowers, or an authority where the law requires it.

17.3 Security. Protect the login and device with a screen lock; never let anyone else use the account; immediately report a lost device or any actual or suspected unauthorised access to or disclosure of Customer Data.

17.4 Delivery Company as processor. A Delivery Company processes Customer Data as Daily Flowers' data processor and, in addition to clauses 17.1 to 17.3, must maintain reasonable security safeguards; restrict access to personnel who need it; bind them to written confidentiality; use no sub-processor without written consent;

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report any personal data breach within the period in Schedule 2; assist with requests from data principals and authorities; and delete or return Customer Data when no longer needed unless the law requires retention.

17.5 The Delivery Partner's own data. Daily Flowers processes the Delivery Partner's personal data (identity and verification data, bank details, Job history, and location while on an active Job or marked available) to run this Agreement, pay Earnings, ensure safety, prevent fraud and comply with the law — including sharing required details with government portals for gig and platform workers. The partner privacy notice in the Partner App and at https://dailyflowersai.com explains this processing and the rights available. Location is not tracked while off duty.

17.6 Business confidentiality. Each Party keeps the other's non-public business information confidential, except where disclosure is required by law or made to professional advisers. Nothing prevents the Delivery Partner from discussing its own Earnings or terms, or approaching any government authority, welfare board, grievance body or court.

18. Account, identification and intellectual property

18.1 An Individual Partner's account is personal and must not be shared, transferred or rented. A Delivery Company registers each of its personnel separately, and each uses only his or her own login.

18.2 Daily Flowers may provide an identification badge, bag or clothing so customers can recognise the Delivery Partner; these remain Daily Flowers' property unless the Commercial Schedule says otherwise. The Daily Flowers name may be used only on those items while performing Jobs. This is not a trademark licence or franchise.

18.3 The Delivery Partner must not present itself as an employee, agent or franchisee of Daily Flowers, or use the Daily Flowers name in advertising, vehicle branding, a business name or domain name without written consent.

18.4 All rights in the Platform, the Partner App, Job data and Daily Flowers' trademarks remain with Daily Flowers.

19. Prohibited conduct

The Delivery Partner must not (and a Delivery Company must ensure its personnel do not):

1. perform Jobs under the influence of alcohol or drugs;
2. tamper with, open, consume, substitute or keep Goods;

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3. falsify Job status, location or proof of delivery;
4. obtain an OTP from anyone other than the Recipient, or before handover;
5. take any payment beyond what the Platform shows, or outside the Platform;
6. misuse Customer Data;
7. harass, threaten, abuse or discriminate against anyone;
8. carry unlawful or hazardous items during a Job;
9. let an unverified person perform Jobs or use the account;
10. create multiple accounts or manipulate Job assignment or Earnings;
11. divert customers or orders away from the Platform; or
12. make false statements about Daily Flowers, a seller or a customer.

20. Compliance with law

20.1 Each Party complies with Applicable Law in performing this Agreement.

20.2 Neither Party may offer or accept any bribe or improper benefit in connection with Jobs, including to or from Hub staff or fulfilment partners.

21. Additional obligations of a Delivery Company

21.1 Its own workforce. A Delivery Company engages, trains, supervises and pays its personnel, who are not engaged by Daily Flowers. It is solely responsible for their remuneration, statutory contributions, working hours, safety and conduct, and for complying with the labour laws that apply to it — including the Code on Wages, 2019, the Code on Social Security, 2020, the Occupational Safety, Health and Working Conditions Code, 2020 and the Industrial Relations Code, 2020 — and, where it acts as an aggregator for its own personnel, the aggregator obligations that apply to it.

21.2 Verification and training. It must verify each person against Schedule 3 before registering them, train them on Articles 7 to 11, 14, 17 and 19, and keep Daily Flowers informed of who is registered.

21.3 Responsibility. It is responsible for its personnel's acts and omissions as its own, and must withdraw from Daily Flowers Jobs anyone who breaches Article 19 on Daily Flowers' reasonable request.

21.4 Subcontracting. It may not subcontract Jobs without prior written consent.

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21.5 Integrations. Where Jobs are booked electronically, it must keep its booking channel secure, report each status (booked, picked up, in transit, delivered, failed, cancelled) accurately and promptly, and support reconciliation of bookings against Settlement Statements.

22. Representations and warranties

22.1 Each Party has the capacity and authority to enter into this Agreement.

22.2 On acceptance and on every Job, the Delivery Partner warrants that its information is accurate and current; that it and its personnel meet Schedule 3; that it holds all licences, registrations and insurance required for the Jobs it accepts; and, for an Individual Partner, that it is at least eighteen years old.

22.3 Daily Flowers will operate the Platform, issue Settlement Statements and pay in accordance with this Agreement and Applicable Law.

23. Grievance redressal for Delivery Partners

23.1 Daily Flowers provides a human point of contact for Delivery Partners, shown in the Partner App, for questions about Earnings, deductions, ratings, suspension or termination.

23.2 Grievances may be raised through the Partner App, by email to the partner support contact, or in writing to the Grievance Officer: [NAME / DESIGNATION / CONTACT — TO BE CONFIRMED]. Daily Flowers acknowledges, investigates fairly and responds in writing within the period in Schedule 2.

23.3 Where the Karnataka Act applies, Daily Flowers will constitute or take part in the Internal Dispute Resolution Committee it requires, complete proceedings within the statutory time (fourteen days at the date of this draft), issue a written action-taken report and display the link to the state grievance portal. Nothing in this Agreement prevents a Delivery Partner from using any statutory grievance mechanism or approaching a welfare board or authority.

24. Suspension and termination

24.1 By the Delivery Partner. The Delivery Partner may stop accepting Jobs at any time and may terminate this Agreement at any time by notice through the Partner App or in writing, after completing or returning any Goods collected.

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24.2 Grounds. Daily Flowers may suspend, restrict or terminate the Delivery Partner only on a ground listed in Schedule 4, which is an exhaustive list.

24.3 Procedure. Daily Flowers will: (a) give written notice of the ground and the facts relied on; (b) give a fair opportunity to respond with evidence; (c) issue a written, reasoned decision; and (d) give prior notice before termination takes effect of at least the period in the Commercial Schedule and never less than Applicable Law requires (at the date of this draft, fourteen days where the Karnataka Act applies). Where the ground involves an allegation of bodily harm or a serious and immediate risk to anyone's safety, Daily Flowers may impose an immediate temporary hold while it investigates and, where the law permits, terminate without prior notice; the Delivery Partner may still respond and appeal under Article 23.

24.4 Business reasons. Daily Flowers may end this Agreement because a Hub or service area closes, giving the notice in the Commercial Schedule and no less than Applicable Law requires.

24.5 Effect. On termination the Delivery Partner must return all Goods and Daily Flowers property, stop using the Daily Flowers name and delete Customer Data (except as the law requires it to keep). Daily Flowers issues a final Settlement Statement and pays all Earnings due within the normal settlement period, less only deductions this Agreement permits. Articles 11, 12 (for accrued amounts), 17, 25, 26 and 28 survive.

25. Indemnity

25.1 The Delivery Partner indemnifies Daily Flowers against losses, penalties and reasonable costs arising from its fraud, wilful misconduct or gross negligence; its breach of Article 17; its breach of traffic or vehicle law; or, for a Delivery Company, claims by its personnel or any authority about their engagement or statutory benefits.

25.2 Daily Flowers indemnifies the Delivery Partner against losses and reasonable costs from third-party claims caused by Daily Flowers' fraud, wilful misconduct, gross negligence or breach of Applicable Law.

25.3 The claiming Party must notify promptly and mitigate its loss. An Individual Partner's indemnity is subject to Article 26 and any legal limit on recoveries from gig or platform workers.

26. Limitation of liability

26.1 Subject to Applicable Law, neither Party is liable for indirect or consequential loss or loss of profit or goodwill.

26.2 Subject to Applicable Law, each Party's total liability is limited as stated in the Commercial Schedule.

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26.3 Nothing limits liability for death or personal injury caused by negligence, fraud, wilful misconduct or anything that cannot lawfully be limited, or any obligation Applicable Law places on Daily Flowers towards customers, Recipients, gig or platform workers or authorities.

27. Force majeure

Neither Party is liable for failure caused by events beyond its reasonable control, such as severe weather, floods, epidemics, riots, government restrictions, road closures or network failures. The affected Party must notify the other promptly and limit the effect. Force majeure does not excuse returning Goods or paying amounts due once reasonably possible.

28. Governing law and disputes

28.1 This Agreement is governed by the laws of India.

28.2 The Parties will first try to resolve disputes through Article 23 and good-faith discussion.

28.3 Unresolved disputes go to arbitration under the Arbitration and Conciliation Act, 1996 before a sole arbitrator, seated at [TO BE CONFIRMED — e.g. arbitration seated at Bengaluru], in English. Subject to this clause, the courts at the seat have exclusive jurisdiction.

28.4 This Article does not prevent use of any statutory grievance or dispute mechanism, or urgent interim relief from a court.

29. Notices

Notices to the Delivery Partner may be sent through the Partner App, by SMS or WhatsApp to its registered number, or by email. Notices to Daily Flowers go to support@dailyflowersai.com (or the partner support contact in the Partner App) and, for legal notices, also in writing to the registered office. Electronic notices are received when sent unless an error message is received.

30. Assignment

The Delivery Partner may not assign this Agreement. Daily Flowers may assign it to a group company or business successor on notice, provided the Delivery Partner's rights are not reduced.

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31. Amendment and new versions

31.1 Daily Flowers may publish a new version of this Agreement or the Commercial Schedule, notifying the Delivery Partner through the Partner App and by SMS, WhatsApp or email with a statement of what has changed.

31.2 An adverse change takes effect only after the notice period in the Commercial Schedule, never shorter than Applicable Law requires (at the date of this draft, fourteen days where the Karnataka Act applies), except a change the law requires sooner.

31.3 Where re-acceptance is required, the Delivery Partner must accept the new version electronically before receiving further Jobs, or may terminate under clause 24.1. Jobs accepted earlier remain governed by the version then in force. Daily Flowers records each accepted version with the time and method of acceptance.

32. General

32.1 Entire agreement. This Agreement, its Schedules and the policies it refers to are the entire agreement on its subject.

32.2 Severability. An invalid provision is replaced by the valid provision closest to the Parties' intention; the rest continues.

32.3 Waiver. A failure or delay in exercising a right is not a waiver.

32.4 Language. This Agreement is in English. Daily Flowers provides a summary of key terms in Kannada and any other language the law requires.

32.5 Electronic acceptance. This Agreement is an electronic record under the Information Technology Act, 2000. Acceptance by clicking "I accept" in the Partner App after one-time-password authentication on the registered mobile number, or another method Daily Flowers provides, forms a valid contract under s. 10A of that Act without a physical signature.

Schedule 1 — Commercial Schedule

Completed for each Delivery Partner or category of Delivery Partner; separate values may be set for Individual Partners and Delivery Companies. No value below has been approved by management.

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Item	Value
Service area (Hub, zones, city)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Earnings basis (per delivery / per hour / per km / per-booking fee)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Base rate per completed delivery and any distance slabs	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Earnings for reattempts, failed attempts and returns to Hub	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Waiting-time payment and incentives (with criteria)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Scheduled availability commitment (optional)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Settlement period (no longer than any statutory maximum)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Payment date after period end	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Period to dispute a Settlement Statement	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Maximum recovery per Job for lost or damaged Goods	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Overall liability limit (clause 26.2)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Insurance required of the partner (types and minimum amounts)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Cover arranged or contributed by Daily Flowers	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
GST invoicing or self-billing arrangement	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Onboarding or equipment charges (only where lawful)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Notice before termination and of adverse changes (not less than the statutory minimum)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Cash on delivery — limit, remittance method and frequency	Not enabled; [TO BE SPECIFIED IN COMMERCIAL SCHEDULE] if enabled

Schedule 2 — Service levels

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Standard	Requirement
Response to a Job offer	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]; an unanswered offer is re-offered without penalty
Arrival at Fulfilment Point after acceptance	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
On-time delivery within Slot (target rate)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Contact attempts and waiting time before a failed attempt	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Maximum attempts per order	As set by Daily Flowers for the order; same-day reattempt where practicable
Return of undelivered Goods	Same day, or as instructed
Proof of delivery	Required proof captured on every delivered Job
Incident reporting (damage, loss, spill, accident)	Immediately, and within [TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Personal data breach notice (Delivery Company)	Without delay, and within [TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Partner grievance response	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE], and within any statutory limit
Parameters for Job offers, reviews and incentives	Availability shown, on-time delivery, proof completeness, verified complaints and compliance with this Agreement; declining Jobs is not a sanction parameter. Weighting: [TO BE SPECIFIED IN COMMERCIAL SCHEDULE]

Schedule 3 — Documents and eligibility checklist

Requirement	Individual Partner	Delivery Company

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Government photo identity and PAN	Required	Entity PAN; identity of signatories and each person deployed
Incorporation / registration documents	Not applicable	Required
GST registration	If registered	Where registered or required
Verified bank account	Required	Required
Driving licence, vehicle registration, insurance, PUC certificate	Required if a motor vehicle is used	For each person and vehicle deployed
Police or background verification	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE], with consent where the law requires	Company verifies its personnel and certifies this
Food-hygiene training or declaration (food Jobs)	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	[TO BE SPECIFIED IN COMMERCIAL SCHEDULE]
Labour and social-security registrations	Not applicable	As applicable to its workforce
Re-verification	On expiry of any document and every [TO BE SPECIFIED IN COMMERCIAL SCHEDULE]	Same

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Schedule 4 — Grounds for suspension or termination (exhaustive)

Daily Flowers may suspend, restrict or terminate only on these grounds, following clause 24.3:

1. fraud, including false proof of delivery, false Job status or location, OTP misuse or manipulation of Earnings;
2. theft, tampering with, consuming or substituting Goods;
3. violence, threats, harassment (including sexual harassment) or abuse, or conduct causing bodily harm;
4. performing Jobs under the influence of alcohol or drugs;
5. serious or repeated breach of traffic law, or performing Jobs without a required licence, registration or insurance;
6. misuse or unauthorised disclosure of Customer Data;

7. account sharing or Jobs performed by an unverified person;
8. false or forged onboarding documents or information;
9. repeated verified complaints about conduct or handling, after a written warning and a fair chance to improve;
10. repeated failure without reasonable cause to complete accepted Jobs or return undelivered Goods, after a written warning (declining offered Jobs is never a ground);
11. collecting unauthorised payments or diverting orders from the Platform;
12. a court order, authority direction or change in law preventing the Delivery Partner from lawfully performing Jobs; and
13. for a Delivery Company: insolvency, material breach of Article 21, or continuing failure after written notice to comply with labour or social-security law towards its personnel.

Annexure — Legal basis and review notes

Instrument	Provisions	Relevance
Indian Contract Act, 1872	ss. 10, 11, 27, 73–74	Formation, capacity, restraint of trade (non-exclusivity), damages
Information Technology Act, 2000	s. 10A	Contracts formed electronically
Code on Social Security, 2020 (in force 21 November 2025); Social Security (Central) Rules, 2026	ss. 2(2), 2(35), 2(61), 113, 114, Seventh Schedule	Aggregator, gig and platform worker; registration; aggregator contribution
Karnataka Platform Based Gig Workers (Social Security and Welfare) Act, 2025 (Act 72 of 2025) and Rules, 2025	ss. 11–18, 20–22, Schedule	Fair contracts, right to refuse, 14-day change notice, automated-system transparency, exhaustive termination grounds with 14-day notice, weekly payment, working conditions, welfare fee, dispute committee

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Motor Vehicles Act, 1988; Motor Vehicle Aggregator Guidelines, 2025	ss. 3, 4, 39, 66, 93, 129, 134, 146	Licensing, registration, permits, aggregators, headgear, accident duties, compulsory insurance
Digital Personal Data Protection Act, 2023; DPDP Rules, 2025	ss. 4–8, 11–13	Purpose limitation, processors, safeguards, breach intimation, data-principal rights
Food Safety and Standards Act, 2006; FSSAI advisory to e-commerce FBOs (December 2024)	—	Food hygiene in last-mile delivery
Central Goods and Services Tax Act, 2017; Income-tax Act, 2025	CGST ss. 22, 24, 31; ITA s. 393	Invoicing and registration; tax deduction at source
Labour Codes (Wages 2019; OSH 2020; IR 2020)	—	Delivery Company workforce; contract-labour question
Arbitration and Conciliation Act, 1996	ss. 7, 11, 20	Arbitration clause and seat

Open review points: (1) aggregator/gig/platform-worker classification under the Code on Social Security, 2020 and resulting registration and contribution duties; (2) applicability of the Karnataka Act, the dispute committee, Kannada disclosures and the welfare fee borne by Daily Flowers; (3) business-closure termination alongside an exhaustive grounds list; (4) motor-vehicle permit requirements for paid goods delivery on private two-wheelers; (5) insurance cover types and amounts; (6) GST and TDS treatment of Earnings and self-billing; (7) cash on delivery — business decision OD-024 pending; (8) cap on recoveries from Individual Partners; (9) contract-labour exposure for Delivery Company personnel; (10) arbitration seat and suitability, and stamp duty; (11) all values in Schedules 1 to 3 await management approval.

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