MobileBattery Partner Agreement

CANADIAN SERVICE PARTNER | REVIEW DRAFT | Version 2026-10-06

For prospective partners to review before applying. This document is not an executed agreement and is not open for signature. The completed agreement, provincial schedules and final terms must be approved before signing or activation.

1. Parties and effective date

Platform company: 2597405 Alberta Ltd., operating as MobileBattery, 1191 Grant St, Vancouver, BC. This identity and address are retained from the supplied agreement and must be confirmed before issue.

Contractor legal name: _____

Operating / public name: _____

Business type and registration: _____

Business address: _____

Authorized signer and role: _____

Notice email / phone: _____

Service province(s) / territory(ies): _____

Effective date: _____ (after both parties sign)

2. Business account and approved personnel

One partner business may have multiple approved technician logins. Payments are connected to the business account, not automatically to each technician. The Contractor is responsible for its personnel, account accuracy, access permissions and compliance. Each person must use their own login. Additional personnel and subcontractors require MobileBattery approval before receiving platform work; the Contractor remains responsible for their conduct.

Services and operations

3. Approved services and territory

Only the services, capabilities and areas approved in Schedule A may be offered through the platform. Application selections are requests, not approval. Services may include battery testing, boosting, sales, replacement, installation, warranty handling and core returns for the listed applications. Tire services and fuel delivery from the prior agreement are not included in this battery-focused draft unless separately approved in writing.

The approved service territory, exclusions and travel limits must be documented in Schedule A. **Territory exclusivity is unresolved:** the original agreement granted exclusivity with prior consultation before other contractors were assigned. That right must be expressly confirmed or amended in the signed schedule; this draft does not silently replace it with a non-exclusive territory.

4. Scheduling and independent business operations

The Contractor chooses its availability, breaks, minimum notice and time between appointments, and may block dates or decline new requests without penalty. Accepted bookings must be fulfilled or promptly reported for reassignment. There is no guarantee of job volume or earnings. The Contractor provides its own service vehicle, tools, device and data access and determines safe methods of performing the approved work.

The parties intend an independent business relationship, not employment or a legal partnership. Labels do not override applicable law or the actual relationship. Except for the limited payment and administration authority in this agreement, neither party may bind the other. Tax and employment status must be assessed under applicable rules.

5. Service records and customer approval

Use the designated MobileBattery portal to record accepted work, customer authorization, installed battery/product details, final line items and tax, core exchange, wheel removal and service notes. Upload the required installed-battery and odometer photos. Do not capture unnecessary personal information. Confirm extra charges with the customer before performing additional work. Photos remain in the portal; warranty documents may be provided separately.

The Contractor must report delays, cancellations, incidents and warranty concerns promptly, keep customer communications professional and correct inaccurate records. Missing records may require review or suspension of new assignments, but do not authorize arbitrary withholding of funds contrary to law or processor terms.

Payments and refunds

6. Stripe Connect and customer payments

The Contractor business collects customer payments through its Stripe connected account and retains full Stripe Dashboard access. It completes Stripe onboarding directly, including verification, banking details and acceptance of Stripe terms. MobileBattery retains the connection and readiness status; bank details and identity documents are not collected in the application.

MobileBattery staff and authorized technicians may prepare job invoices in the portal. Customer invoices identify the actual service provider. Live payments, readers, remote payment links and payout availability are subject to completed setup and processor support. No particular payout date or payment method is guaranteed by this agreement.

7. Commission, costs and taxes

MobileBattery receives **25% of the customer sale subtotal before sales tax, excluding tips**. The base is the actual charged subtotal after discounts, before deducting battery cost, labour cost or processing fees. The Contractor receives the remaining 75% plus collected sales tax and 100% of tips, before its costs and processor deductions. The Contractor pays Stripe processing fees and its business costs.

Commission is collected through the configured payment integration. This replaces the original Square-only requirement, routine 72-hour commission invoicing and 15% late-payment penalty for integrated payments. Any approved cash, e-transfer or off-platform payment arrangement requires a written reconciliation schedule; no such alternate schedule is established here.

Each party must meet its applicable tax obligations. Registration status and numbers must be accurate and kept current. Any applicable tax on MobileBattery fees must be separately identified; it is not resolved by saying the commission is calculated before customer sales tax. The final provincial tax treatment and invoicing responsibilities require confirmation before activation.

8. Refunds and disputes

The Contractor authorizes MobileBattery admins to manage refunds, invoice adjustments and disputes on its behalf within the permissions granted through Stripe and the portal. The Contractor must provide supporting records promptly. This authority does not transfer ownership of the Contractor business or its bank account to MobileBattery.

For a refund of sale subtotal, MobileBattery returns 25% of the refunded pre-tax, non-tip subtotal, capped at the commission originally collected and reduced by earlier commission returns. Tax and tip refunds are accounted for separately. A $400 pre-tax sale carries a $100 fee; refunding $200 of that subtotal returns $50 of the fee. A full refund returns the full corresponding commission.

Processor fees and dispute costs follow Stripe terms and the configured account settings. Commission adjustments for a final chargeback must be reconciled without duplicating prior refunds. Account shortfalls and processor recovery follow the actual Stripe arrangement; this agreement does not guarantee that Stripe will absorb every loss or release either party from its obligations.

Safety, privacy and protection

9. Equipment, insurance and provincial requirements

Maintain a roadworthy, appropriately insured service vehicle, valid driving authorization and suitable installation, testing, boosting and safety equipment. Perform specialized work only with approved capability and appropriate tools. Follow applicable roadside, environmental, battery transport, storage and recycling requirements. Record approved supplier and used-battery/core return arrangements.

Provide business registration where applicable, insurance details and expiry, and relevant qualifications. Required insurance types and limits, workers' compensation coverage or documented exemption, and provincial licensing requirements must be specified in Schedule C. WSIB applies where relevant in Ontario; other jurisdictions require their own applicable review. No single national exemption or coverage requirement is assumed.

10. Warranty and customer support

The Contractor must accurately disclose the battery manufacturer warranty and any separately agreed workmanship coverage, record the product and service details, and cooperate with warranty assessment and core returns. Do not promise MobileBattery-funded coverage, labour reimbursement or remedies that are not in the applicable written warranty. Mandatory consumer rights are unaffected.

11. Confidentiality and customer information

Use customer and business information only for authorized service delivery, administration and legally required records. Do not reuse customer details for unrelated marketing or disclose them without authority. Protect devices and credentials, limit access to approved personnel, and promptly report suspected unauthorized access or loss to MobileBattery. Follow applicable federal and provincial privacy requirements and the final platform privacy notice.

Upon termination, return or securely delete MobileBattery information, except records lawfully required to be retained. Restrict any retained information to that purpose. Lawful service documentation in the designated portal is permitted; unnecessary copies on personal devices are not.

12. Liability and restrictions - approval required

The source agreement contains broad Contractor indemnity for damage and injuries, a 12-month non-compete covering 10-25 km around MobileBattery cities, customer/contractor non-solicitation and $10,000 damages per breach. **These clauses are not presented as finalized national terms.** Their wording, scope, exceptions and enforceability require province-specific legal review and express approval in Schedule C before signature. No agreed right under an existing signed agreement is amended by this review copy.

Term and signing

13. Termination and close-out

Either party may terminate on seven days' written notice, as in the source agreement. Material misconduct, unlawful conduct, fraud or serious safety/security breaches may justify immediate suspension or termination, subject to applicable law. Record the reason and notify the other party. Complete an orderly handover of accepted work, outstanding warranty matters, records, refunds and amounts due. Stop using MobileBattery branding and revoke personnel access after termination.

14. Governing law and complete agreement

The source agreement specifies British Columbia law. The final governing law, forum and any dispute resolution procedure must be confirmed in Schedule C, subject to mandatory provincial and federal law. This review draft makes no claim that one province's rules displace another's mandatory protections. The executed agreement and signed schedules will form the complete agreement; amendments require written acceptance by both parties.

15. Electronic signing and records

Before signing, each authorized representative must be able to review and retain the complete final agreement and schedules and consent to the electronic signing process. The signing process should identify the signer, document version and timestamps, record the signing audit trail, and provide both parties a completed copy. Viewing this sample, submitting an application or ticking an application acknowledgement is not execution of this agreement.

Activation requires MobileBattery approval, completed required documents, the executed agreement and the required payment readiness checks. A Stripe account, submitted application or unsigned sample alone does not activate bookings.

Signature fields - final version only

Contractor legal name: _____

Authorized signer / title: _____

Signature / date: _____

MobileBattery legal entity: _____

Authorized signer / title: _____

Signature / date: _____

Final agreement version / signing record ID: _____

Do not sign this review copy. Entity details, schedules and flagged terms must be resolved first.

Partner schedules

Schedule A - Services, team and coverage

Approved services: cars/trucks; RV/marine/overlanding; powersports; mobility; commercial/fleet; testing/boosting; customer-supplied battery installation. Select approved categories in the final schedule.

Specialized capabilities: dual batteries, wheel removal, difficult access and battery registration/coding. Record approvals and exclusions separately.

Territory / postal areas / radius / exclusions: _____

Territory exclusivity decision and conditions: _____

Approved technicians / subcontractors: _____

Supplier pickup / stocked inventory / core return arrangements: _____

Weekly hours, time zone, breaks, notice and travel buffers: _____

Schedule B - Commercial terms

MobileBattery fee: 25% of charged sale subtotal before sales tax, excluding tips and without deducting battery cost. Contractor keeps 100% of tips and pays processing fees.

Connected account / service provider business: _____

Approved alternate payment reconciliation (if any): _____

Fee tax treatment / registration details: _____

Warranty and any workmanship terms: _____

Schedule C - Province-specific approval

Operating jurisdictions: _____

Insurance types / minimum limits / expiry: _____

Workers' compensation coverage or verified exemption: _____

Applicable licences, battery handling and recycling requirements: _____

Tax registrations and invoice responsibilities: _____

Liability, non-solicitation and any permitted restrictions: _____

Governing law / forum / dispute procedure: _____

Legal review and final business approval: _____

Review notes and changes

This page explains the revision for MobileBattery and prospective partners. It is not a substitute for completed contractual schedules.

Changes from the supplied Ontario agreement

1. Replaced Square-only processing with the agreed Stripe Connect business-account model and limited admin refund/dispute authority.

2. Clarified the 25% pre-tax sale-subtotal commission, excluded tips, retained 100% of tips for the Contractor, and assigned processing fees to the Contractor.

3. Replaced integrated-payment manual invoicing and the 15% late penalty with platform collection; alternate payment reconciliation still requires agreement.

4. Added proportional commission returns, invoice identity, tax-registration details, multi-technician accounts, portal records and electronic-signing requirements.

5. Added battery-focused service approvals, equipment, schedule preferences, core handling, warranty responsibilities and province-specific schedules.

6. Flagged existing exclusivity, restrictive covenants, liquidated damages, liability and governing-law provisions for final decisions rather than silently treating them as nationally approved.

Items to resolve before signing opens

Confirm whether the platform contracting entity is 2597405 Alberta Ltd. or another business. The supplied source differs from the MobileMek Services Inc. identity previously used in the portal setup.

Complete provincial legal/tax/insurance review, especially for Quebec and any multi-province operation; obtain the appropriate language version and signing process where required.

Approve the final privacy notice, document retention practices, electronic-signature provider and executed-agreement workflow.

Confirm exclusivity, liability and restrictions in writing; finalize each partner's schedules before sending a signature request.

Technical and legal reference checks

Stripe: docs.stripe.com/connect/direct-charges and docs.stripe.com/connect/saas/tasks/refunds-disputes (reviewed October 6, 2026). Refunds and application-fee returns are distinct operations; the integration must apply the agreed commission adjustment.

Ontario Electronic Commerce Act, 2000: ontario.ca/laws/statute/00e17 (reviewed October 6, 2026). This is an Ontario reference, not a national enforceability opinion. Have qualified Canadian counsel review the final agreement for the provinces in which it will be used.